

Section 4

Contracts made in the conditions specified in section 1 are contracts of hire-purchase, notwithstanding any other denomination which may be used by the parties in their agreement.

If it appears from the contract that there has been a transfer of ownership at the time when the contract was made, the parties shall be deemed to have made a contract of sale where the payment of the price is by successive instalments.

ILLUSTRATIONS. - I. - Suppose it is specified in the contract between A and the Eastern Company that this is not a contract of hire-purchase under this Title but that "this is a contract of hire with a special clause of promise of sale". By this denomination, the Company would try to escape the provisions of the present Title and especially the delays for determining the contracts or the calculation of the compensation due to them, which then could be higher and excessive. Section 4 forbids such a combination and the Courts shall take the contract as hire-purchase under the present Title.

II. - It may be agreed that A becomes the owner of the electric fan when the contract is made or when the electric fan is