

*Compagnie
Desjardins, Limitée,
Confirming certain
agreements by*

being a Private Act

Chapter 42 of the *Statutes of Saskatchewan, 1917*
(effective March 10, 1917).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1917

CHAPTER 42

An Act to confirm and make valid Certain Agreements entered into by
or on behalf of “La Compagnie Desjardins, Limitee.”

(Assented to March 10, 1917)

Preamble

WHEREAS *The Farm Implement Act*, being chapter 28 of the statutes of Saskatchewan 1915, went into force on the twenty-fourth day of June, 1915;

And whereas by said Act, certain forms of contract were prescribed for use in the Province of Saskatchewan, in connection with the sale of implements;

And whereas La Compagnie Desjardins, Limitee, a body corporate, was at said date and has continued to be sine said date, a dealer in farm implements within the meaning of *The Farm Implement Act* in the said province;

And whereas in attempted compliance with the requirements of the said *Farm Implement Act*, the said La Compagnie Desjardins, Limitee, adopted a form of contract intending same to conform to form A as prescribed by *The Farm Implement Act*;

And whereas by inadvertence there was omitted from the said form so adopted the first warranty set out in form A to *The Farm Implement Act*, reading as follows:

“1. The vendor warrants that the said machinery is well made and of good materials”;

And whereas since the twenty-fourth day of June, 1915, La Compagnie Desjardins, Limitee, has entered into a great many contracts for the sale of implements on such form with many and divers persons in the said province;

And whereas by sections 11, 12, 13 and 16 of chapter 26 of the statutes of Saskatchewan 1916, certain amendments were made to the form A as prescribed by *The Farm Implement Act* aforesaid, which said amendments went into force and became operative on the fourteenth day of April, 1916;

And whereas subsequent to the fourteenth day of April, 1916, La Compagnie Desjardins, Limitee, being unaware of the changes so made, except as to the changes provided for in section 11, subclause (a), of the said chapter 26, continued to use the form of contract theretofore adopted by it, save and except as to an amendment thereto to make said form of contract correspond with the requirements of section 11, subclause (a), of the said chapter 26 aforesaid, and using such amended form of contract, entered into a number of contracts for the sale of implements in the Province of Saskatchewan with many and divers persons;

And whereas doubts have arisen as to the validity of all of said contracts and it is expedient to remove such doubts by validating and confirming all of said contracts in so far as the omission of the said warranty above referred to may have invalidated the same, and in so far as noncompliance with the provisions of sections 11, 12, 13 and 16 of chapter 26 of the statutes of Saskatchewan 1916, are concerned;

And whereas the said La Compagnie Desjardins, Limitee, has by its petition prayed that an Act be passed for the purpose aforesaid;

And whereas it is expedient to grant the prayer of the said petition:

Therefore His Majesty by and with the advice and consent of the Legislative Assembly of Saskatchewan enacts as follows:

Validation of certain contracts

1 No contract entered into by La Compagnie Desjardins, Limitee, in the Province of Saskatchewan, either directly or indirectly, or through any agent, or agents, between the twenty-fourth day of June, 1915, and the day of the passing of this Act, for the sale to any person or persons whatsoever of an implement or implements within the meaning of *The Farm Implement Act* being chapter 28 of the statutes of 1915, shall be held to be invalid or illegal, by reason only of the omission from such contract of that portion of form A to *The Farm Implement Act*, which reads as follows:

“1. The vendor warrants that the said machinery is well made and of good materials;”

Provided that any such contracts shall be read and interpreted as if it had always contained the portion so omitted.

1917, c.42, s.1.

Same

2 No contract entered into by La Compagnie Desjardins, Limitee, in the Province of Saskatchewan, either directly or indirectly, or through any agent or agents, between the fourteenth day of April, 1916, and the day of passing of this Act, for the sale to any person or persons whatsoever, of an implement or implements, within the meaning of *The Farm Implement Act*, being chapter 28 of the statutes of 1915, shall be held to be invalid or illegal, by reason only of the fact that any such contract may fail to comply with any of the provisions of sections 11, 12, 13 or 16 of chapter 26 of the statutes of 1916.

1917, c.42, s.2.

Saving

3 Nothing herein shall affect any pending litigation.

1917, c.42, s.3.

