

The Bulk Sales Act

being

Chapter B-9 of *The Revised Statutes of Saskatchewan, 1978*
(effective February 26, 1979).

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.

Table of Contents

	SHORT TITLE		BULK SALES
1	Short title	19	Contestation of claim
	INTERPRETATION	20	Procedure where debtor disputes claim
2	Interpretation		DIVIDENDS
	APPLICATION OF ACT	21	When paid
3	Application	22	Notice of proposed payment
4	Scope		EXAMINATION OF VENDORS AND OTHERS
	DUTIES OF PURCHASER	23	Vendor or employees
5	Statement of creditors	24	Procedure
6	Waiver of creditors	25	Non-attendance of vendor
	MEETINGS OF CREDITORS	26	Service of appointment
7	Company to call meeting	27	Conduct of examination
8	Meeting by request of creditors	28	Compelling attendance and production of books
9	Directions by judge	29	Examination, evidence and production of documents
10	Voting		GENERAL
11	Scale of votes	30	Fees
	CREDITORS' CLAIMS	31	Sale void against creditors unless Act complied with
12	Proof of claim	32	Burden of proof on purchaser
13	Limitation of time for proof of claim	33	Workers Compensation' Act
14	Proof of claim not due	34	Wages, etc.
15	Set-off	35	Taxes
16	Creditors to value securities	36	Right of landlord to distrain or realize rent
17	Right to revalue	37	Right to prove for surplus rent
18	When creditor holding security fails to value same	38	Proof barred as to rent for unexpired term
		39	Limitation of actions
			SCHEDULE

CHAPTER B-9

An Act to regulate the Purchase, Sale and Transfer of Stocks of Goods in Bulk

SHORT TITLE

Short title

1 This Act may be cited as *The Bulk Sales Act*.

R.S.S. 1978, c.B-9, s.1.

INTERPRETATION

Interpretation

2 In this Act:

“court”

(a) “**court**” means the Court of Queen’s Bench for Saskatchewan;

“judge”

(b) “**judge**” means a judge of the court;

“sale in bulk”

(c) “**sale in bulk**” includes a sale, transfer or conveyance of a stock, or part thereof, out of the usual course of business or trade of the vendor, a sale, transfer or conveyance of the entire stock-in-trade of the vendor and a sale, transfer or conveyance or attempted sale, transfer or conveyance of an interest in the vendor’s business or trade;

“stock”

(d) “**stock**” means any stock of goods, wares and merchandise ordinarily the subject of trade and commerce, and the fixtures ordinarily used in connection with a business;

“vendor”

(e) “**vendor**” includes a person who barter or exchanges a stock in bulk for other property, real or personal, and “**purchaser**” includes the person who gives such other property in barter or exchange.

R.S.S. 1965, c.389, s.2; R.S.S. 1978, c.B-9, s.2.

APPLICATION OF ACT

Application

3 This Act applies only to sales, barter and exchanges by traders and merchants, defined as follows:

- (a) persons who, as their ostensible occupation or part thereof, buy and sell goods, wares and merchandise ordinarily the subject of trade and commerce;
- (b) commission merchants;
- (c) manufacturers.

R.S.S. 1965, c.389, s.3; R.S.S. 1978, c.B-9, s.3.

Scope

4 Nothing in this Act applies to or affects any sale by executors, administrators, receivers, any public official acting under judicial process, or traders or merchants selling exclusively by wholesale.

R.S.S. 1965, c.389, s.4; R.S.S. 1978, c.B-9, s.4.

DUTIES OF PURCHASER**Statement of creditors**

5 Every person who bargains for, buys or purchases a stock of goods, wares, merchandise or fixtures in bulk, for cash or on credit, or who bargains for the barter or exchange of a stock of goods, wares, merchandise or fixtures in bulk for any other property, real or personal, shall, before closing the purchase, barter or exchange, and before paying to the vendor any part of the purchase price or giving any promissory note or notes or any security for the purchase price or part thereof, or before executing any transfer, conveyance or encumbrance of such other property, demand and receive from the vendor, and the vendor shall furnish to the purchaser, a written statement (form A) verified by the statutory declaration of the vendor or his authorized agent or, if the vendor is a corporation, by the statutory declaration of its president, vice-president, secretary treasurer or manager, containing the names and addresses of all the creditors of the vendor together with the amount of the indebtedness or liability due, owing, payable or accruing due by the vendor to each of his creditors.

R.S.S. 1965, c.389, s.5; R.S.S. 1978, c.B-9, s.5.

Waiver of creditors

6(1) Subject to subsection (3), unless the vendor produces and delivers to the purchaser a written waiver of the provisions of this Act, other than the provisions in section 5, from his creditors representing not less than sixty per cent in number and amount of the claims as shown by the said written statement verified as required by section 5, the purchaser shall:

(a) in the case of a sale, pay the whole of his purchase price and deliver all promissory notes or other documents securing the purchase price or part thereof and convey any property given as part of the purchase price to a trust company authorized to carry on business as such in Saskatchewan or to a practising solicitor in Saskatchewan for distribution *pro rata* among the creditors of the vendor as shown by the statement and such other creditors of the vendor as file claims with the company or solicitor subject to any preference provided by law or previous contract;

(b) in the case of barter or exchange, obtain the written consent thereto of creditors representing at least sixty per cent in number and amount of the claims against the vendor, as shown by the written statement, and transfer to the trust company or solicitor the property bargained to be exchanged for the vendor's stock in trust, the proceeds to be distributed *pro rata* among the creditors mentioned in clause (a) and in the same manner as provided for the distribution of purchase money and the proceeds of promissory notes or other documents securing the purchase price or any part thereof.

(2) Where the payment, delivery and conveyance required by clause (a) of subsection (1) or the transfer required by clause (b) or that subsection is made to a solicitor, all references in this Act to a trust company shall be deemed to be references to the solicitor and this Act shall be construed accordingly.

(3) In case of a sale, if the actual cash to be paid by the purchaser in connection with a bargain or purchase mentioned in section 5, exclusive of all deferred payments and goods and lands to be given or conveyed by the purchaser on account of the purchase price, is less than the amount of the total indebtedness of the vendor to his creditors as shown by the written statement required by that section, the purchaser shall obtain the written consent to the bargain or purchase of creditors representing at least sixty per cent in number and amount of the claims against the vendor as shown by the statement.

R.S.S. 1965, c.389, s.6; R.S.S. 1978, c.B-9, s.6.

MEETINGS OF CREDITORS

Company to call meeting

7 The trust company shall immediately inform itself by reference to the vendor and his records and books of account of the names and residences of the vendor's creditors, and shall within ten days from the date when the purchase price is received convene a meeting of the creditors with reference to the disposal of the estate by mailing prepaid and registered to every creditor known to it a circular calling a meeting of creditors to be held in its office, or some other convenient place to be named in the notice, not later than twenty days after the mailing of the notice; and shall also publish the notice by advertisement in *The Saskatchewan Gazette* in the first regular issue after the expiration of such period of ten days.

R.S.S. 1965, c.389, s.7; R.S.S. 1978, c.B-9, s.7.

Meeting by request of creditors

8 In case of a request in writing signed by a majority of the creditors having claims duly proved of \$100 and upwards computed according to the provision of section 11, it shall be the duty of the trust company within two days after receiving the request to call a meeting of the creditors at a time not later than twelve days after receiving the request; in case of default the company shall be liable to a penalty of \$25 for every day after expiration of the time limited for the calling of the meeting until the meeting is called.

R.S.S. 1965, c.389, s.8; R.S.S. 1978, c.B-9, s.8.

Directions by judge

9 If a sufficient number of creditors do not attend the meeting mentioned in section 8 or fail to give directions with reference to the disposal of the estate, a judge may give all necessary directions in that behalf.

R.S.S. 1965, c.389, s.9; R.S.S. 1978, c.B-9, s.9.

Voting

10 At any meeting of creditors the creditors may vote in person or by proxy authorized in writing; but no creditor whose vote is disputed shall be entitled to vote until he has filed with the trust company an affidavit in proof of his claim stating the amount and nature thereof.

R.S.S. 1965, c. 389, s. 10; R.S.S. 1978, c.B-9, s.10.

c. B-9**BULK SALES****Scale of votes**

11(1) Subject to section 10 all questions discussed at meetings of creditors shall be decided by a majority of votes and for that purpose the votes of creditors shall be calculated as follows:

For every claim of or over \$100 and less than \$200, one vote;

For every claim of or over \$200 and less than \$500, two votes;

For every claim of or over \$500 and less than \$1,000, three votes;

For every additional \$1,000 or fraction thereof, one vote.

(2) No person shall be entitled to vote on a claim acquired after the sale unless the entire claim is acquired, but this shall not apply to persons acquiring notes, bills or other securities upon which they are liable.

(3) In case of a tie the trust company shall have a casting vote.

R.S.S. 1965, c.389, s.11; R.S.S. 1978, c.B-9, s.11.

CREDITORS' CLAIMS**Proof of claim**

12 Every person claiming to be a creditor shall furnish to the trust company particulars of his claim proved by affidavit and such vouchers as the nature of the case admits of.

R.S.S. 1965, c.389, s.12; R.S.S. 1978, c.B-9, s.12.

Limitation of time for proof of claim

13 If a person claiming to be a creditor does not, within a reasonable time after receiving notice of the sale and of the name and address of the trust company, furnish to the company satisfactory proofs of his claim as provided by this section and section 12, a judge may upon summary application by the company or by any other person interested in the estate, of which application at least three days' notice shall be given to the person alleged to have made default in proving a claim, order that, unless the claim is proved to the satisfaction of the judge within a time to be limited by the order, the person so making default shall no longer be deemed a creditor and shall be wholly barred of any right to share in the proceeds; and if the claim is not so proved within the time so limited, or within such further time as the judge may by subsequent order allow, the claim shall be wholly barred, and the trust company shall be at liberty to distribute the proceeds as if no such claim existed but without prejudice to the liability of the vendor therefor.

R.S.S. 1965, c.389, s.13; R.S.S. 1978, c.B-9, s.13.

Proof of claim not due

14 A person whose claim has not accrued due shall nevertheless be entitled to prove his claim and vote at meetings of creditors, but in ascertaining the amount of his claim a deduction for interest shall be made for the time that has to run until the claim becomes due.

R.S.S. 1965, c.389, s.14; R.S.S. 1978, c.B-9, s.14.

Set-off

15 The law of set-off shall apply to all claims made against the vendor.

R.S.S. 1965, c.389, s.15; R.S.S. 1978, c.B-9, s.15.

Creditors to value securities

16 Every creditor in his proof of claim shall state whether he holds any security for his claim or any part thereof. If such security is on the property of the vendor or on the property of a third party for whom the vendor is only secondarily liable, he shall put a specified value thereon; and the trust company, under the authority of the creditors, may either consent to the right of the creditor to rank for the claim, after deducting such valuation, or may require from the creditor an assignment of the security at an advance of ten per cent upon the specified value, to be paid out of the purchase price. In such case the difference between the value at which the security is retained and the amount of the gross claim of the creditor shall be the amount for which he shall rank and vote in respect of the proceeds.

R.S.S. 1965, c.389, s.16; R.S.S. 1978, c.B-9, s.16.

Right to revalue

17 If a creditor holds a claim based upon a negotiable instrument upon which the vendor is only indirectly or secondarily liable and which has not matured, the creditor shall be considered to hold security within the meaning of section 16 and shall put a value on the liability of the party primarily liable thereon as being his security for the payment thereof; but, after the maturity of the negotiable instrument and its non-payment, he shall be entitled to amend and revalue his claim.

R.S.S. 1965, c.389, s.17; R.S.S. 1978, c.B-9, s.17.

When creditor holding security fails to value same

18 If a person claiming to be entitled to rank as a creditor holds security for his claim or any part thereof of such a nature that he is required by this Act to value it and he fails to do so, a judge may, upon summary application by the trust company or by any other person interested in the purchase price, of which application three days' notice shall be given to the claimant, order that, unless a specified value is placed on the security and notified in writing to the trust company within a time to be limited by the order, the claimant shall in respect of the claim or the part thereof for which the security is held, in case the security is held for part only of the claim, be wholly barred of any right to share in the proceeds; and if a specified value is not placed on the security and notified in writing to the trust company according to the terms of the order or within such further time as the judge may by subsequent order allow, the claim or the said part, as the case may be, shall be wholly barred as against the purchase price but without prejudice to the liability of the vendor therefor.

R.S.S. 1965, c.389, s.18; R.S.S. 1978, c.B-9, s.18.

Contestation of claim

19(1) At any time after the trust company receives from a person claiming to be a creditor proof of his claim, notice of contestation of the claim may be served by the trust company upon the claimant. Within thirty days after the receipt of the notice or such further time as a judge may on application allow, the claimant shall apply for and may if the judge sees fit obtain an originating summons to decide the validity of the claim under the practice regarding originating summonses in the Court of Queen's Bench, and the summons shall be served on the trust company. On the return of the summons the judge shall proceed to determine the validity of the claim or to have it determined, and may give such directions with respect thereto as he may see fit, and, in default of such action being brought within the said time and proceeded with according to the practice of the court, the claim to rank on the purchase price shall be forever barred.

(2) The notice by the trust company shall contain the name and place of business of a solicitor upon whom service of the summons may be made, and service upon the solicitor shall be deemed sufficient service of the summons on the company.

R.S.S. 1965, c.389, s.19; R.S.S. 1978, c.B-9, s.19.

Procedure where debtor disputes claim

20(1) If the trust company is satisfied with the proof adduced in support of a claim but the vendor disputes the claim, he shall do so by notice in writing to the company stating the grounds upon which he disputes it. The notice shall be given within ten days after the vendor is notified in writing by the company that it is satisfied with the proof adduced, and not afterwards unless by special leave of a judge.

(2) If upon receiving such notice of dispute the company does not deem it proper to require the claimant to take proceedings to establish his claim it shall notify the vendor in writing of this fact, and the vendor may thereupon and within ten days of his receiving the notice apply to a judge for an order requiring the company to serve a notice of contestation. The judge shall only make such order if, after notice to the company, he is of the opinion that there are good grounds for contesting the claim. If the vendor does not make an application the decision of the company with respect to the distribution of the assigned purchase money shall as against him be final and conclusive.

(3) If proceedings are brought by the claimant against the company the vendor may intervene either personally or by counsel for the purpose of contesting the claim.

R.S.S. 1965, c.389, s.20; R.S.S. 1978, c.B-9, s.20.

DIVIDENDS**When paid**

21 As large a dividend as can with safety be paid shall be paid by the trust company within six months from the date of the receipt of the purchase money and earlier if required by the creditors; and thereafter a further dividend shall be paid every six months, and more frequently if required by the creditors, until the proceeds of the sale are disposed of.

R.S.S. 1965, c.389, s.21; R.S.S. 1978, c.B-9, s.21.

Notice of proposed payment

22 As soon as a dividend sheet is prepared notice thereof shall be given by letter posted to each creditor enclosing an abstract of receipts and disbursements showing what interest has been received by the trust company for moneys in its hands, together with a copy of the dividend sheet, noting thereon the claims objected to and stating whether a reservation has or has not been made therefor; and after the expiry of eight days from the day of mailing the notice, abstract and dividend sheet, dividends on all claims not objected to within that period shall be paid.

R.S.S. 1965, c.389, s.22; R.S.S. 1978, c.B-9, s.22.

EXAMINATION OF VENDORS AND OTHERS**Vendor or employees**

23 Where a resolution has been passed by a majority vote of the creditors present or represented at a meeting of the creditors of the vendor regularly called, the trust company may without an order examine the vendor or any person who is or has been an agent, clerk, servant, officer or employee of any kind of the vendor upon oath before any person authorized to hold examinations for discovery in the court, or appointed for the purpose by a judge, as to the property and means he still has of discharging his debts and liabilities and as to any and what debts are owing to him.

R.S.S. 1965, c.389, s.23; R.S.S. 1978, c.B-9, s.23.

Procedure

24 The rules and procedure in force in the court for the examination of judgment debtors shall, as far as may be, apply to an examination under this Act of a vendor in all respects as if the vendor were a judgment debtor.

R.S.S. 1965, c.389, s.24; R.S.S. 1978, c.B-9, s.24.

Non-attendance of vendor

25 If the vendor does not attend as required by any appointment or appointment and order served on him and does not allege a sufficient excuse for not attending, or, if attending, refuses to disclose his property or his transactions respecting his property or does not make satisfactory answers respecting his property, or his transactions respecting his property, or if it appears from such examination that the vendor has concealed or made away with any part of his property in order to defeat or defraud his creditors or any of them, a judge may, on summary proceedings before him, order the vendor to be committed to jail for a term not exceeding twelve months.

R.S.S. 1965, c.389, s.25; R.S.S. 1978, c.B-9, s.25.

Service of appointment

26 A person liable to be examined under section 23 may be served with an appointment signed by the examiner mentioned in that section or a copy thereof, and where the examination is to take place under an order also with a copy of the order. The service shall be made at least forty-eight hours before the time appointed for the examination; and the person to be examined shall be paid the same fees as a witness.

R.S.S. 1965, c.389, s.26; R.S.S. 1978, c.B-9, s.26.

c. B-9**BULK SALES****Conduct of examination**

27 The examination under section 23 shall be conducted in the same manner as an oral examination of an opposite party in a suit or action.

R.S.S. 1965, c.389, s.27; R.S.S. 1978, c.B-9, s.27.

Compelling attendance and production of books

28 A person liable to be examined under section 23 may be compelled to attend and testify and to produce books and documents in the same manner and subject to the same rules of examination and the same consequences of neglecting to attend or refusing to disclose the matters in respect of which he may be examined as if he were a witness in an action in court.

R.S.S. 1965, c.389, s.28; R.S.S. 1978, c.B-9, s.28.

Examination, evidence and production of documents

29(1) If a person has or is believed or suspected to have in his possession or power any of the vendor's property or any book, document or paper of any kind relating in whole or in part to the vendor, his dealings or property, that person may upon resolution passed by a majority vote of the creditors present or represented at a regularly called meeting of creditors, exclusive of that person if he is a creditor, be required by the trust company to produce such book, document or paper for the information of the company or to deliver over to it any such property of the vendor.

(2) If that person fails to produce the book, document or other paper or to deliver over such property within four days after he has been served with a copy of the resolution and a request of the company in that behalf, or if the company is not satisfied that full production or delivery has been made, the company may, without an order, examine the said person, before any of the officers mentioned in section 23, touching the property or book, document or other paper that he is supposed to have received, or touching his receipt thereof.

(3) That person may be compelled to attend and testify and to produce upon his examination any book, document or other paper that under this section he is liable to produce, in the same manner and subject to the same rules of examination and the same consequences of neglecting to attend or refusing to disclose the matters in respect of which he may be examined, as if he were a witness in an action in court.

R.S.S. 1965, c.389, s.29; R.S.S. 1978, c.B-9, s.29.

GENERAL**Fees**

30(1) The fees or commission of a trust company for services under this Act shall not exceed three per cent of the total amount of creditors' claims paid by it, and shall, together with any disbursements, be paid by deduction from the moneys to be received by the creditors, and shall in no event be charged to the debtor.

No preference or priority

(2) From and after the furnishing of the statement and declaration mentioned in section 5, no preference or priority shall be obtainable by any creditor by attachment, garnishee process or otherwise.

R.S.S. 1965, c.389, s.30; R.S.S. 1978, c.B-9, s.30.

Sale void against creditors unless Act complied with

31(1) If this Act has not been complied with, such sale, barter or exchange shall be deemed fraudulent and void as against the creditors of the vendor; and every payment made on account of the purchase price, and every delivery of any note or notes or other security therefor, and every transfer, conveyance and encumbrance of property by the purchaser, shall be fraudulent and void, as between the purchaser and the creditors of the vendor, unless all creditors of the vendor are paid in full.

(2) Notwithstanding that such sale, barter or exchange is void as against the creditors of the vendor, so as to render the goods, wares, merchandise and fixtures liable to satisfy their claims, the purchaser shall nevertheless continue to be indebted to the vendor in the full amount of the purchase price in the case of a sale, and in the full value of the goods, wares, merchandise and fixtures in the case of barter or exchange, so that the indebtedness may be attached by the creditors of the vendor; and the purchaser shall also be a trustee of the goods, wares, merchandise and fixtures for the benefit of the creditors of the vendor, and shall be personally liable to account to them for all and any moneys or security realized, or taken by him from, out of, or on account of the sale or other disposition by him of the goods, wares, merchandise and fixtures, or any part thereof.

R.S.S. 1965, c.389, s.31; R.S.S. 1978, c.B-9, s.31.

Burden of proof on purchaser

32 In any action, issue or proceeding wherein a sale in bulk is attacked, the burden of proof that this Act has been complied with by the purchaser shall rest upon him.

R.S.S. 1965, c.389, s.32; R.S.S. 1978, c.B-9, s.32.

Workers Compensation' Act

33 Compliance with this Act shall not relieve a purchaser from the necessity of complying with the requirements of subsection (1) of section 122 of *The Workers Compensation Act*.

R.S.S. 1965, c.389, s.33; R.S.S. 1978, c.B-9, s.33.

Wages, etc.

34(1) Notwithstanding sections 35 and 36, where the purchaser has made payment, delivery, conveyance or transfer to a trust company as provided in subsection (1) of section 6, the company shall pay, in priority to all other debts, the wages, salaries, commissions or compensation of any clerk, servant, travelling salesman, labourer or workman for services rendered during three months next preceding the date of the payment, delivery, conveyance or transfer to the trust company to the extent of \$500 in each case, and in addition, in the case of a travelling salesman, disbursements properly incurred by him during the said three months in and about the vendor's business to the extent of \$300 in each case. For the purposes of this subsection commissions payable when goods are shipped, delivered or paid for shall, if the goods are shipped, delivered or paid for during the said three months, be deemed to be commissions for services rendered during the said three months.

(2) Such clerk, servant, travelling salesman, labourer or workman may prove as a general creditor for the balance, if any, of his claim.

R.S.S. 1965, c.389, s.34; R.S.S. 1978, c.B-9, s.34.

Taxes

35(1) Subject to section 34 but otherwise notwithstanding anything in this Act, where taxes that are not a lien upon land are assessed against the vendor by a municipal corporation prior to the sale in bulk of his stock within the municipality, the stock shall be subject to a preferential lien and charge for those taxes so assessed in the year of the sale and in the preceding year, and the treasurer of the municipality may levy those taxes and costs by distress upon the stock wherever found within the municipality.

(2) Notwithstanding section 36, where the purchaser has made payment, delivery or transfer to a trust company as provided in subsection (1) of section 6, the company shall pay to the municipality, in priority to all other debts except the wages, salaries, commissions or compensation mentioned in section 34, the amount of all taxes that are not a lien upon land, assessed against the vendor prior to the sale in bulk.

R.S.S. 1965, c.389, s.35; R.S.S. 1978, c.B-9, s.35.

Right of landlord to distrain or realize rent

36 Where a vendor is a tenant having goods or chattels on which the landlord has distrained or would be entitled to distrain for rent, realize rent the right of the landlord to distrain or realize his rent by distress shall cease from and after the date of the payment, delivery or transfer to the trust company, but in the distribution of the property the company shall pay to the landlord, in priority to all other debts, except the wages, salaries, commissions or compensation mentioned in section 34 and the taxes mentioned in section 35, an amount not exceeding the value of the distrainable assets and not exceeding three months' rent accrued due prior to the date of such payment, delivery or transfer, and the costs of distress, if any.

R.S.S. 1965, c.389, s.36; R.S.S. 1978, c.B-9, s.36.

Right to prove for surplus rent

37 The landlord may prove as a general creditor for:

- (a) all surplus rent accrued due on the date of the payment, delivery or transfer; and
- (b) any accelerated rent to which he may be entitled under his lease, not exceeding an amount equal to three months' rent.

R.S.S. 1965, c.389, s.37; R.S.S. 1978, c.B-9, s.37.

Proof barred as to rent for unexpired term

38 Except as hereinbefore provided the landlord shall not be entitled to prove as a creditor for rent for any portion of the unexpired term of his lease.

R.S.S. 1965, c.389, s.38; R.S.S. 1978, c.B-9, s.38.

Limitation of actions

39 No action shall be had or proceedings taken to set aside or have declared void any sale in bulk for failure to comply with this Act unless the action is brought or the proceedings are taken within sixty days from the date of the sale or within sixty days from the date when the creditor attacking the sale first had notice thereof.

R.S.S. 1965, c.389, s.39; R.S.S. 1978, c.B-9, s.39.

BULK SALES

c. B-9

SCHEDULE

Form A

(Section 5)

Statement showing names and addresses of all creditors of

Names of creditors	Post office address	Nature of indebtedness	Amount	When due

STATUTORY DECLARATION

(If the vendor is not a corporation):

I, _____ of _____
in
the Province of Saskatchewan, do solemnly declare that the above is a true and correct statement of the names and addresses of all _____ creditors and shows correctly the amount of the indebtedness and liability due, owing, payable or accruing due or to become due and payable by _____ to each of said creditors. *(If the declaration is made by an agent add, "I am the duly authorized agent of the vendor, and have a personal knowledge of the matters herein declared to".) or, (if the vendor is a corporation):*

I, _____ of _____
in
the Province of Saskatchewan, do solemnly declare that the above is a true and correct statement of the names and addresses of all the creditors of _____ and shows correctly the amount of the indebtedness or liability due, owing, payable or accruing due, or to become due and payable by such company to each of the said creditors, and that I am the _____ of the said company, and have a personal knowledge of the matters herein declared to.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Declared before me at the _____
of _____ in the Province of _____
Saskatchewan, this _____
day of _____, 19____.

*A Commissioner for Oaths in and
for Saskatchewan.*

