

The Conditional Sales Act

being

Chapter C-25 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.

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SCHEDULE

CHAPTER C-25

An Act respecting Conditional Sales of Goods

Short title

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

R.S.S. 1978, c.C-25, s.1.

Interpretation

2 In this Act:

“affidavit”

(a) “**affidavit**” includes statutory declaration;

“affixed”

(b) “**affixed**” as applied to goods means erected upon or affixed or annexed to land in such manner and under such circumstances as to constitute them fixtures;

“building”

(c) “**building**” includes a structure, erection, mine or work built, erected or constructed on or in land;

“building materials”

(d) “**building materials**” includes goods that become so incorporated or built into a building that their removal therefrom would necessarily involve the removal or destruction of some other part of the building and thereby cause substantial damage to the building apart from the value of the goods removed, but does not include:

(i) goods that are severable from the land merely by unscrewing, unbolting, unclamping or uncoupling, or by some other method of disconnection; or

(ii) machinery installed in a building for use in the carrying on of an industry where the only substantial damage, apart from the value of the machinery removed, that would necessarily be caused to the building in removing the machinery therefrom is that arising from the removal or destruction of the bed or casing on or in which the machinery is set and the making or enlargement of an opening in the walls of the building sufficient for the removal of the machinery;

“buyer”

(e) “**buyer**” means a person who buys or hires goods by a conditional sale, and includes the heirs, executors, administrators, successors and assigns of that person;

“conditional sale”

(f) “**conditional sale**” means:

(i) a contract for the sale of goods under which possession is to be delivered to a buyer and the property in the goods is to vest in him at a subsequent time on payment of the whole or part of the price or on the performance of any other condition; or

(ii) a contract for the hiring of goods under which it is agreed that the hirer will become or have the option of becoming the owner of the goods on compliance with the terms of the contract;

“creditor”

(g) **“creditor”** means a creditor of a buyer, whether an execution creditor or not, who becomes a creditor before the registration of the conditional sale or of a renewal statement, as the case may be, and, for the purpose of enforcing the rights of such creditors but not otherwise, includes:

- (i) a creditor suing on behalf of himself and other creditors;
- (ii) an assignee for the general benefit of creditors;
- (iii) a trustee under the *Bankruptcy Act (Canada)*; and
- (iv) a liquidator of a company under the *Winding-up Act (Canada)* or under a provincial Act containing provisions for the winding up of companies;

without regard to the times when the creditor so suing becomes a creditor or when the assignee, trustee or liquidator is appointed;

“goods”

(h) **“goods”** means chattels personal other than things in action or money, and includes emblements, industrial growing crops and things attached to or forming part of the land that are agreed to be severed before sale or under the contract of sale;

“house trailer”

(i) **“house trailer”** means a vehicle used or intended to be used as living quarters;

“seller”

(j) **“seller”** means a person who sells or lets to hire goods by a conditional sale, and includes the heirs, executors, administrators, successors and assigns of that person;

“subsequent purchaser”

(k) **“subsequent purchaser”** means a person who acquires an interest in goods after the making of a conditional sale thereof;

“valuable consideration”

(l) **“valuable consideration”** includes an antecedent debt or liability and any consideration sufficient to support a simple contract.

R.S.S. 1965, c.393, s.2; R.S.S. 1978, c.C-25, s.2.

When provisions as to property in goods remaining in seller is void

3(1) Where possession of goods has been delivered to a buyer under a conditional sale, unless the conditional sale is evidenced and is registered in accordance with, and within the times limited in, section 5, every provision contained therein whereby the property in the goods remains in the seller is void as against a creditor, and as against a subsequent purchaser or mortgagee claiming from or under the buyer in good faith, for a valuable consideration and without notice.

Non-application of certain provisions to certain conditional sales to railway companies

(2) Nothing in this section or in section 8 or section 9 applies in cases of conditional sales of incorporated companies to railway companies if the writing evidencing the conditional sale or a copy thereof certified under the hand of the president or vice-president and secretary of the company and verified by an affidavit of the secretary thereto attached or endorsed thereon and having the corporate seal attached thereto is filed with the Registrar of Companies within thirty days from the execution thereof.

R.S.S. 1965, c.393, s.3; R.S.S. 1978, c.C-25, s.3.

Void sales

4 A conditional sale is void as against a creditor, and as against a subsequent purchaser or mortgagee claiming from or under the buyer in good faith, for a valuable consideration and without notice, if the writing evidencing the sale has not been entered into *bona fide* or has been entered into for the purpose of protecting the goods mentioned therein against the creditors of the buyer or if the writing does not truly set forth the agreement between the parties.

R.S.S. 1965, c.393, s.4; R.S.S. 1978, c.C-25, s.4.

Contents of document

5(1) A conditional sale of goods shall be evidenced by a writing, executed by the buyer or his agent prior to, or at the time of, or within ten days after, delivery of the goods, giving a description of the goods by which they may readily and easily be known and distinguished, and stating the amount of the purchase price remaining unpaid and the terms and conditions of payment thereof or the terms and conditions of the hiring, as the case may be, and the description of any goods having a serial number shall include the serial number.

Time and place of registration

(2) The writing or a copy thereof shall be registered, within thirty days from the date of its execution, in the office of the registration clerk for the province at Regina and where a lien note is taken under *The Agricultural Implements Act* the registration of the note or a copy thereof containing therein a statement that the lien note was given under the said Act shall be sufficient compliance with subsection (1).

Initial filing with appointed person

(3) The writing or a copy thereof may be filed with any person appointed for that purpose by the Lieutenant Governor in Council.

Alternative method of registration

(4) On receipt of the writing or a copy thereof and on payment of the prescribed fee for registration at Regina, the appointed person shall endorse on the writing or copy the time of filing and forward the endorsed writing or copy to the registration clerk who shall register it, and such registration if made within thirty days from the date of the execution of the writing shall be deemed to be a sufficient compliance with subsection (2).

Appointed person not liable as agent

(5) The appointed person with whom the writing or copy is or may be filed shall not be considered the agent of the seller or person filing or proposing to file the writing or copy, nor shall he be liable for any delay or for any failure to forward the writing or copy for registration.

Index, etc.

(6) The registration clerk shall cause every conditional sale registered in his office to be:

- (a) numbered;
- (b) endorsed with a memorandum of the date, hour and minute of its registration in his office; and
- (c) indexed by entering in alphabetical order in a register kept by him:
 - (i) the names of the parties to the conditional sale;
 - (ii) its number; and
 - (iii) the date of its registration.

When registration of conditional sale of manufactured goods not required

(7) Registration of the conditional sale is not required where a conditional sale of manufactured goods is made to a buyer for resale who sells such goods in the ordinary course of his business, and:

- (a) the goods at the time of the actual delivery thereof to the buyer have the name of the seller plainly painted, printed, stamped or otherwise inscribed thereon or plainly attached thereto by a plate or similar device; and
- (b) the seller maintains an office in the province where inquiry may be made and information procured concerning the sale of the goods; and
- (c) the seller or his agent does, within five days after receiving a request to do so made to him either in person or by registered letter, furnish to any applicant therefor a statement of the amounts, if any, paid thereon and the balance remaining unpaid.

Procedure on inquiry by letter respecting manufactured goods

(8) The person making the inquiry mentioned in subsection (7) shall if the inquiry is by letter give a name and post office address to which a reply may be sent, and it shall be sufficient if the required information is given by registered letter deposited in the post office within the five days mentioned in clause (c) of subsection (7) addressed to the person inquiring at his proper post office address or, where a name and address is given, addressed to such person by the name and at the post office so given.

R.S.S. 1965, c.393, s.5; R.S.S. 1978, c.C-25, s.5.

Search of records or abstract of search obtained upon requisition by appointed person

6 The appointed person with whom the writing or copy is or may be filed shall, when requested by any person to do so, and upon payment of the registration clerk's prescribed fee for his services, requisition by telephone or telegraph message, or by mail, from the registration clerk at Regina a search for the purpose of ascertaining and certifying what, if any, instruments or documents, comprising the goods described in the said writing or copy, are registered or filed or otherwise on record in the office of the registration clerk under this or any other Act, or an abstract of such search, or such a search and an abstract thereof, and the clerk shall forthwith make such search and by telephone or telegraph message, or by mail, advise the appointed person who requisitioned the search or abstract, or both, as to the results of the search and, when so requested, shall forward to him by mail forthwith an abstract of any search so requisitioned and made.

R.S.S. 1965, c.393, s.6; R.S.S. 1978, c.C-25, s.6.

Removal of goods out of province

7(1) No goods comprised in a writing evidencing a conditional sale and registered as required by section 5 shall be removed out of Saskatchewan without the written consent of the seller.

(2) A person who violates subsection (1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$100.

R.S.S. 1965, c.393, s.7; R.S.S. 1978, c.C-25, s.7.

Registration in case of goods brought into province

8 Where goods are brought into the province and are subject to agreement made or executed outside the province that provides that the right of property therein or the right of possession thereof, in whole or in part, remains in the seller notwithstanding that the actual possession of the goods passes to the buyer, then unless:

- (a) the agreement contains a description of the goods by which they may readily and easily be known and distinguished and which in the case of any goods having a serial number includes the serial number; and
- (b) a copy of the agreement and of the affidavits and instruments relating thereto, proved to be a true copy by the affidavit of some person who has compared them with the originals, is registered in the office of the registration clerk for the province at Regina prior to or within thirty days after the removal of the goods into Saskatchewan;

the seller is not entitled to set up any right of property in or right of possession of the goods as against a creditor or as against a subsequent purchaser or mortgagee claiming from or under the buyer in good faith for valuable consideration without notice.

R.S.S. 1965, c.393, s.8; R.S.S. 1978, c.C-25, s.8.

Contracts made outside province

9 Where a contract has been made outside the province with reference to goods not then in the province, by which, under the law governing the contract, the seller has, upon default in payment of the price or the insolvency of the buyer:

- (a) a right of revendication; or
- (b) a preference for the price of the goods sold; or
- (c) a right to a dissolution of the sale and to resume possession of the goods notwithstanding the possession of the buyer;

and the goods are brought into the province, the seller, except in the case of an agreement that complies with section 8 and is registered as thereby required, is not entitled to set up the right of revendication, the preference for the price, or the right to a dissolution of the sale and to resume possession of the goods, as against a creditor or as against a subsequent purchaser or mortgagee claiming from or under the buyer in good faith for valuable consideration without notice.

R.S.S. 1965, c.393, s.9; R.S.S. 1978, c.C-25, s.9.

Sale to traders

10 Where a seller of goods expressly or impliedly consents that the buyer may sell them in the ordinary course of his business and the buyer so sells the goods, the property in the goods passes to the purchaser from the buyer notwithstanding the other provisions of this Act.

R.S.S. 1965, c.393, s.10; R.S.S. 1978, c.C-25, s.10.

Delivery of copy of conditional sale to buyer

11(1) The seller shall deliver a copy of the conditional sale to the buyer within twenty days after the execution thereof and if, after request, he neglects or refuses to do so, a judge of the Court of Queen's Bench or any judge of the district court may on summary application make an order for the delivery of a copy.

Exception

(2) This section does not apply to a lien note taken under *The Agricultural Implements Act*.

R.S.S. 1965, c.393, s.11; R.S.S. 1978, c.C-25, s.11.

Seller's duty to give particulars of claims

12(1) The seller or, where an assignment of the conditional sale has been registered, the assignee shall, within eight days after the receipt of a request in writing from:

- (a) a person proposing to purchase the goods; or
- (b) any actual or intending creditor of the buyer; or
- (c) any other interested person;

accompanied by a sufficient amount in money or postage stamps to pay the postage on a reply by registered letter, furnish particulars of the amount remaining due to him and the terms of payment, and in default he is liable, on summary conviction, to a fine not exceeding \$50.

(2) The person making the request shall give a name and a post office address to which a reply may be sent, and it shall be sufficient if the information is given by registered letter with postage prepaid, deposited in a post office within the prescribed time addressed to the name and post office address so given.

R.S.S. 1965, c.393, s.12; R.S.S. 1978, c.C-25, s.12.

Renewal statements

13(1) A conditional sale that has been registered in accordance with this Act or *The Conditional Sales Act, 1957*, ceases to be valid after the expiration of four years from its registration as against a creditor and as against a subsequent purchaser or mortgagee claiming from or under the buyer in good faith for valuable consideration without notice, unless before the expiration of that period or before the expiration of the period during which a renewal statement registered in accordance with *The Conditional Sales Act, 1957*, in respect of that conditional sale, subsists, a renewal statement (form A) is registered in accordance with this section.

Contents of renewal statement

(2) The renewal statement:

- (a) shall state:
 - (i) the interest of the seller in the goods that are the subject of the conditional sale; and
 - (ii) the amount unpaid on account of the purchase price or under the terms and conditions of the hiring; and

(b) shall be accompanied by an affidavit of the seller or his agent, or of one of the sellers or his or their agent, stating:

- (i) that the renewal statement is true; and
- (ii) that the conditional sale is not being kept in force for a fraudulent purpose or to defeat, delay or prejudice creditors of the buyer.

Place of registration

(3) The renewal statement shall be registered in the office of the registration clerk for the province at Regina and may be filed for such registration in the same manner as the writing evidencing the sale or a copy thereof may be filed for registration under subsection (3) of section 5 and if so filed subsections (4) and (5) of section 5, excepting the mention in the said subsection (4) of registration within thirty days from the date of the execution of the writing, shall apply *mutatis mutandis*.

Further renewal statements

(4) Unless a further renewal statement is registered in accordance with this section within three years from the registration of the first renewal statement and thereafter within three years from the registration of the last preceding renewal statement, the conditional sale ceases to be valid after the expiration of any such period to the extent provided in subsection (1).

Mistakes

(5) Where a mistake is made in a renewal statement, an amended statement verified by affidavit referring to the former statement and specifying and correcting the mistake therein may be registered.

Protection

(6) If before the registration of an amended statement a person, relying on the accuracy of the renewal statement as first registered:

- (a) has in good faith:
 - (i) made an advance of money; or
 - (ii) given valuable consideration to the buyer; or
- (b) has taken proceedings and incurred costs therein;

the conditional sale, as to the amount so advanced or the valuable consideration given or costs incurred by that person, is as against him effective in favour of the seller only for the amount stated in the renewal statement as first registered.

Index, etc.

(7) The registration clerk shall cause every renewal statement and every amended statement registered in his office to be numbered, endorsed and indexed in the same manner as a conditional sale.

R.S.S. 1965, c.393, s.13; R.S.S. 1978, c.C-25, s.13.

Note.

With respect to conditional sales registered under any other Act before the first day of July, 1957, see subsection (2) of section 13 of *The Conditional Sales Act, 1957*, being chapter 97 of the statutes of 1957.

Prohibition as to retaking possession of house trailer

14(1) Notwithstanding anything contained in a conditional sale comprising a house trailer, the seller shall not retake possession of the house trailer pursuant to a provision in the conditional sale before the expiration of thirty days after notice in writing of his intention to retake possession has been given to the buyer.

(2) The notice shall contain:

- (a) a brief description of the house trailer;
- (b) either:
 - (i) an itemized statement of the amount then due under the contract otherwise than through the operation of an acceleration clause; or
 - (ii) if the property in the house trailer is to vest in the buyer upon the performance of a condition other than the payment of money, a statement setting forth particulars of that condition;
- (c) a demand that the amount as stated in the notice be paid, or that the condition upon the performance of which the house trailer is to vest in the buyer be performed, within thirty days after the day on which the notice is given; and
- (d) a statement:
 - (i) that if the amount as stated in the notice is not paid, or the condition mentioned in the notice is not performed, within the said thirty days and the house trailer is repossessed the seller will retain possession thereof for twenty days; and
 - (ii) that the buyer will have the right to redeem the house trailer within that period by paying or tendering to the seller the amount then due under the contract, otherwise than through the operation of an acceleration clause, together with the actual costs and expenses of retaking and keeping possession, or by performance or tender of performance of the condition upon which the property in the house trailer is to vest in the buyer and payment of such costs and expenses; and
 - (iii) that upon such payment or tender or such performance or tender of performance, as the case may require, the seller will deliver up to the buyer possession of the house trailer so redeemed.

R.S.S. 1965, c.393, s.14; R.S.S. 1978,c.C-25, s.14.

Prohibition respecting removal of house trailer

15(1) After notice of intention to retake possession of a house trailer has been given under section 14 no person shall, except with the written consent of the seller, remove the house trailer from the place where it is situated at the time of the giving of the notice.

Penalty

(2) A person who violates subsection (1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$100.

R.S.S. 1965, c.393, s.15; R.S.S. 1978, c.C-25, s.15.

Redemption and resale where seller retakes possession

16(1) Where the seller retakes possession of the goods pursuant to a condition in the contract, he shall retain them for twenty days, and the buyer may redeem them within that period:

- (a) by paying or tendering to the seller the amount then due under the contract together with the actual costs and expenses of retaking and keeping possession; or
- (b) by performance or tender of performance of the condition upon which the property in the goods is to vest in the buyer and payment of those costs and expenses;

and thereupon the seller shall deliver up to the buyer possession of the goods so redeemed.

Where seller may sell the goods

(2) Where the goods are not redeemed within the period of twenty days and the seller does not have the right or does not intend to look to the buyer or guarantor of the buyer for any deficiency on a resale, the seller may sell the goods, either by private sale or at public auction, at any time after the expiration of that period.

(3) Where the goods are not redeemed within the period of twenty days and the seller has the right and intends to look to the buyer or guarantor of the buyer for any deficiency on a resale, the seller may sell the goods either by private sale or by public auction at any time after the expiration of that period and after notice in writing of the intention to sell has been given to the buyer and to the guarantor.

Notice

(4) The notice shall contain:

- (a) a brief description of the goods;
- (b) an itemized statement of the amount due on the contract price and the actual costs and expenses of retaking and keeping possession up to the time of the notice;
- (c) a demand that the amount as stated in the notice be paid on or before a day mentioned, not being less than five days after the delivery of the notice if it is personally delivered, and not being less than seven days after the mailing of the notice if it is sent by mail; and
- (d) a statement that unless the amount as stated in the notice is paid within the time mentioned the goods will be sold either at private sale or by public auction and if at private sale for an amount not less than the amount specified therein and if by public auction at a time and place specified therein and in either case that the seller intends to look to the buyer or guarantor of the buyer for any deficiency on the resale.

Service of notice

(5) The notice to the buyer or to the guarantor may be given by personal delivery or by mailing it by registered mail addressed to the buyer or the guarantor, as the case may be, at his last known address.

When notice to be given

(6) The notice may be given during the twenty days mentioned in subsection (1).

Application of section

(7) This section applies notwithstanding any agreement to the contrary.

Non-appliance of section

(8) This section does not apply to an implement to which section 43 of *The Agricultural Implements Act* applies.

R.S.S. 1965, c.393, s.16; R.S.S. 1978, c.C-25, s.16.

Notice of repossession to be given to assignor

17(1) Where the seller assigns his interest in the contract of sale and agrees with the assignee to be liable for any sums due under the contract in default of payment thereof by the buyer, and the assignee retakes possession of the goods, he shall, within eight days thereafter, give notice thereof to the assignor; and the notice may be personally served or may, in the absence of the assignor, be left at his residence or last place of abode or may be sent by registered letter deposited in the post office within the said eight days addressed to the assignor at his last known post office address in Canada.

Non-application of section

(2) This section does not apply if the assignee returns the goods repossessed to the premises of the assignor and obtains from him a receipt therefor.

R.S.S. 1965, c.393, s.17; R.S.S. 1978, c.C-25, s.17.

Discharge of conditional sales contract

18(1) Upon performance of all obligations of a buyer under a conditional sales contract it shall be discharged, and, upon written demand delivered personally or sent by registered mail, postage prepaid, to him at his last known address by any person having an interest in the goods sold or hired, the seller shall, within ten days of delivery of such demand on him, sign and deliver personally or send by registered mail, postage prepaid, to the person demanding it, at the place set forth in the demand, a memorandum in writing stating that his claims against the goods are satisfied.

(2) Where there are no outstanding obligations under a conditional sales contract covered by a notice filed under subsection (4) of section 19, the seller, upon written demand delivered personally or sent by registered mail to his last known address by any person having an interest in the goods sold or hired under the contract, shall, within ten days of delivery of such demand on him, sign and deliver personally or send by registered mail, postage prepaid, to the person demanding it, at the place set forth in the demand, a certificate of discharge (form D) accompanied by an affidavit of execution of an attesting witness.

(3) Where it is agreed to release part of the interest or right of possession of a seller in goods under a conditional sales contract upon performance of certain of the obligations under the contract, upon performance of those obligations and upon written demand delivered personally or sent by registered mail, postage prepaid, to him at his last known address by any person having an interest in the goods, the seller shall, within ten days of delivery of such demand on him, sign and deliver personally or send by registered mail, postage prepaid, to the person demanding it, at the place set forth in the demand, a memorandum mentioned in subsection (1) or certificate mentioned in subsection (2) or both, as specified in the demand, with respect to the interest or right of possession in the goods agreed to be released.

(4) A memorandum given pursuant to subsection (1) shall be accompanied by an affidavit of execution of an attesting witness and may be registered in the office of the registration clerk for the province at Regina and may be filed for such registration in the same manner as the writing evidencing the sale or copy thereof may be filed for registration under subsection (3) of section 5 and if so filed subsections (4) and (5) of section 5, excepting the mention in subsection (4) of that section of registration within thirty days from the date of execution in writing shall apply *mutatis mutandis*.

(5) The registration clerk shall note the fact of the satisfaction against each entry in the book in his office respecting the conditional sale and shall make a like notation upon the writing evidencing the conditional sale or copy registered in his office and upon every renewal statement and amended statement with respect thereto registered in his office.

(6) The registration clerk shall on request furnish a certificate of the entry of the memorandum of satisfaction.

(7) Upon application to a judge of the Court of Queen's Bench or of the district court by originating notice to all persons concerned, the judge may order on any grounds that he considers proper that the registration of the conditional sales agreement or notice registered pursuant to subsection (4) of section 19 be discharged.

(8) Where a notice is, pursuant to this section, delivered by registered mail, postage prepaid, it shall be deemed to be given to the person to whom it is addressed at the time when it should reach its destination in the ordinary course of mail.

(9) Any person who fails without reasonable excuse to deliver a memorandum or discharge pursuant to subsection (1), (2) or (3) within the time limited by the appropriate provision for such delivery shall make compensation to any person who has sustained damage thereby and such compensation with costs may be recovered by proceedings at law.

1973-74, c.13, s.1; R.S.S. 1978, c.C-25, s.18.

Interpretation

19(1) In this section “**goods**” means chattels personal capable of being affixed to land.

Application of section

(2) This section does not apply in respect of building materials; and, upon any goods otherwise within the scope of this section becoming affixed to land in such a manner as to constitute them building materials, this section shall cease to apply in respect of those goods.

Rights of seller where goods affixed to land

(3) Subject to this section, and notwithstanding *The Land Titles Act*, where possession of goods has been delivered to the buyer, and where the goods have been affixed to land, they shall remain subject to the rights of the seller as fully as they were before being affixed but those rights shall be subject to the interest of any third party in the land where the interest is acquired, and evidenced by an instrument registered or filed in the proper land titles office, after the commencement of the affixing of the goods to the land and prior to the filing of the notice mentioned in subsection (4).

Filing of notice in land titles office

(4) In addition to compliance with section 5, and not later than thirty days after the commencement of the affixing of the goods to the land, there shall be filed in the land titles office for the land registration district within which the land is situated a notice in form B, setting out:

- (a) the name and address of the seller;
- (b) the name and address of the buyer;
- (c) a description of the goods by which they may readily and easily be known and distinguished;
- (d) the amount unpaid on account of the purchase price or under the terms and conditions of the hiring;
- (e) a description of the land to which the goods are or are to be affixed, sufficient for the purpose of identification in the land titles office; and
- (f) the address within Saskatchewan at which notices may be served.

Notice to be signed

(5) The notice shall be signed by the seller or his agent, either before or after the goods are affixed to the land.

Documents accompanying notice

(6) There shall be attached to the notice a copy of the writing evidencing the conditional sale, together with an affidavit of the seller or his agent in form C verifying the notice.

Duties of registrar

(7) Upon the deposit of the notice and affidavit in the land titles office, accompanied by the payment of the prescribed fee, the registrar shall file the notice and enter a memorandum thereof upon the certificate of title to the parcel of land to which the notice relates; or, where no certificate of title has been issued, the registrar shall enter the notice in the instrument register and when a certificate of title is issued endorse thereon a memorandum of the notice.

Filing deemed actual notice

(8) The filing of a notice in the land titles office pursuant to this section shall be deemed actual notice of the existence and provisions of the conditional sale to which the notice relates to every person who is an owner of the land described in the notice or any interest in the land, or who is a purchaser, lessee, mortgagee or other encumbrancer of the land or any interest in the land, whether or not he is registered in the records of the land titles office as such owner, purchaser, lessee, mortgagee or encumbrancer, and whether or not he became such owner, purchaser, lessee, mortgagee or encumbrancer before or after the filing of the notice.

Notice of intention to retake possession and remove goods

(9) The seller shall not be entitled to retake possession of or to remove from the land the goods so affixed unless he has given to each person who appears by the records of the land titles office to have an interest in the land a notice in writing of his intention to retake possession of and to remove the goods, and unless each person so notified has for a period of twenty days after the giving of the notice to him, or for such longer period as any judge of the Court of Queen's Bench or of the district court may fix on cause shown to his satisfaction, failed to pay the amount owing on the goods.

Contents of notice of intention to retake possession

(10) The notice mentioned in subsection (9) shall be signed by the seller or his agent and shall set out:

- (a) the name and address of the seller;
- (b) the name and address of the buyer;
- (c) a description of the goods;
- (d) the amount owing on the goods; and
- (e) a description of the land to which the goods are affixed;

and shall contain:

- (f) a demand that the amount so owing shall be paid on or before a day mentioned, not being less than twenty days after the giving of the notice; and
- (g) a statement of the intention to retake possession of and to remove the goods unless the amount owing thereon is paid within the time mentioned.

Service of notice

(11) The notice to any person of intention to retake possession of and to remove the goods may be given by the delivery of the notice to him personally or by mailing it by prepaid registered mail addressed to him at his last known address, and where the notice is so mailed it shall be deemed to be given to the person to whom it is addressed at the time when it should reach its destination in the ordinary course of mail.

Substitutional service

(12) The notice mentioned in subsection (11) may in any case be given by such form of substituted service as the registrar of the land registration district within which the land is situated may direct.

Right of owner, etc., of land

(13) Every owner, purchaser, lessee, mortgagee or other encumbrancer of the land, whether registered as such under *The Land Titles Act* or not, has the right as against the seller to pay the amount so owing within the time mentioned in the notice; and thereupon the goods shall, subject to any remaining rights of the seller under the conditional sale, remain affixed to the land.

Right to assignment of contract upon payment of balance due in certain cases

(14) Where a person other than the buyer, having an interest in the land pays the amount unpaid on account of the purchase price or under the terms and conditions of the hiring, he may demand and thereupon shall be entitled to receive from the seller an assignment of the conditional sale.

Duty with respect to injury to the land

(15) The seller, on becoming entitled to retake possession of and to remove the goods from the land, shall exercise his right of removal in such manner as will cause no greater damage or injury to the land or to the other personal property situated thereon, or put the owner, lessee or occupier of the land to any greater inconvenience than is necessarily incidental to the work of effecting the removal of the goods.

Effect of discharge of conditional sale

(16) Upon the receipt of a certificate of discharge in form D, signed by the seller and accompanied by an affidavit of execution of an attesting witness, or signed by the agent of the seller and accompanied by an affidavit of the agent verifying his signature and stating that he is the duly authorized agent of the seller in that behalf, or, where a memorandum of satisfaction has been registered pursuant to section 18, upon the receipt of an office copy thereof, and upon payment of the prescribed fee the registrar in whose office a notice has been filed under this section shall, subject to the production in any case of such further evidence as he may require, enter the certificate of discharge or copy of the memorandum of satisfaction in the instrument register and cancel the entry of the notice upon the certificate of title; and in the case of a partial discharge, the form of the certificate may be varied accordingly; and the registrar shall cancel the entry in the respect only of the goods to which the partial discharge extends.

Same

(17) Cancellation of the entry of the notice may also be made by the registrar in any case, upon the application of the registered owner of or other person claiming an interest in the land, if, after such notice to the seller as the registrar may direct, the seller fails to show cause to the satisfaction of the registrar why the entry should not be cancelled.

Same

(18) Upon the cancellation in whole or in part by the registrar of the entry of a notice pursuant to subsection (16) or (17), the provisions of subsections (3) and (8) shall cease to apply in respect of the good to which the cancellation extends.

R.S.S. 1965, c.393, s.19; R.S.S. 1978, c.C-25, s.19.

Notice of change of address for service

20(1) A seller of goods in respect of which a notice has been filed under section 19 may deposit with the registrar a notice in form E of change of his address for service in Saskatchewan as set forth in the notice filed under section 19 or in the last notice of change of address deposited, if any.

Duty of registrar upon deposit of notice

(2) Where a notice is deposited with the registrar under subsection (1), the registrar shall enter the notice in the instrument register and enter a memorandum thereof upon the certificate of title to the land to which the notice relates; or, where no certificate of title has been issued, the registrar shall enter the notice in the instrument register and when a certificate of title is issued endorse thereon a memorandum of the notice.

R.S.S. 1965, c.393, s.20; R.S.S. 1978, c.C-25, s.20.

Contestation of notice

21 The owner or other person claiming an interest in the land to which a notice filed under section 19 relates may by summons call upon the seller of goods in respect of which the notice has been filed to attend before a judge of the Court of Queen's Bench or of the district court to show cause why the notice should not be withdrawn and the judge may, upon proof that the seller has been summoned and upon such evidence as he may require, make such order as he deems fit.

R.S.S. 1965, c.393, s.21; R.S.S. 1978, c.C-25, s.21.

Power of owner, etc., to require registrar to notify seller of duration of notice

22(1) The owner or other person claiming an interest in the land to which a notice filed under section 19 relates may require the registrar to notify the seller by registered letter in form F addressed to him:

- (a) at his address for service as set forth in the notice, or
- (b) if a notice of change of address has been deposited with the registrar, at his address for service as set forth in the last notice of change of address for service so deposited; or
- (c) if there is no address for service set forth in the notice, at his address as set out therein;

that at the expiration of thirty days from the mailing of the letter the notice shall lapse and the provisions of section 19 shall cease to apply to the goods described in the notice unless in the meantime the seller files with the registrar an order of a judge of the Court of Queen's Bench or of the district court providing for the notice continuing in effect beyond the said thirty days.

Effect of filing and non-filing of order

(2) If an order provided for under subsection (1):

- (a) is filed with the registrar within the time limited by the letter in form F the notice shall lapse at the expiration of the extended period named in the order and the provisions of section 19 shall cease to apply to the goods described in the notice unless a further order extending the said period is in the meantime filed with the registrar;
- (b) is not filed with the registrar within the time limited by the letter in Form F the notice shall lapse and the provisions of section 19 shall cease to apply to the goods described in the notice.

Notice of official administrator

(3) If the seller is dead and has no legal representative, the letter in form F may be sent by registered mail to the official administrator for the judicial centre nearest to which the land affected is situated and shall be accompanied by a fee of \$10, which sum shall be forwarded to the registrar by the applicant along with his requisition.

Notice to widow, etc.

(4) Instead of service upon the official administrator the registrar may, upon request, send the letter in form F by registered mail to the widow of the deceased or any named member of the family or both.

Notice pursuant to judge's order

(5) In the alternative to proceeding under subsection (3) or (4), the owner or other person mentioned in subsection (1) may apply *ex parte* to a judge of the Court of Queen's Bench or of the district court, who may, upon such evidence as he may require, make such order as to the sending of the letter in form F as in the circumstances he deems just.

Copy of order to accompany letter

(6) Where the letter in form F is sent pursuant to a judge's order a copy of the order shall accompany the letter.

Notice to president, etc., of dissolved company

(7) Where a company has been struck off the register of joint stock companies and is dissolved, the letter in form F may be sent by registered mail to any person appearing by the register to have been at the time of dissolution president, secretary, treasurer or a director of the company.

Notice of assignment

23 Where a conditional sale of which a notice has been filed under section 19 has been assigned, the assignor may deposit with the registrar a certificate of the assignment in form G accompanied by an affidavit of execution of an attesting witness and thereupon the registrar shall enter the certificate of assignment in the instrument register and shall enter a memorandum thereof and the assignee's address for service upon the certificate of title to the land to which the certificate of assignment relates; or, where no certificate of title has been issued, the registrar shall enter the certificate of assignment in the instrument register and when a certificate of title is issued endorse thereon a memorandum of the certificate of assignment.

R.S.S. 1965, c.393, s.23; R.S.S. 1978, c.C-25, s.23.

Assignment and registration thereof

24(1) A valid assignment of a conditional sale transfers the assignor's rights of property in the goods therein comprised, his rights of seizure, removal and sale and all other rights with regard to the enforcement of the security possessed by him.

(2) An assignment mentioned in subsection (1) may be registered at any time in the office of the registration clerk for the province at Regina by filing the assignment or a duplicate original thereof in that office accompanied by an affidavit or a duplicate original of an affidavit of an attesting witness of the execution of the assignment and the prescribed fee for registration, provided that where the assignment or a duplicate original thereof is filed at the same time as the assigned conditional sale no affidavit of execution is required.

(3) The assignment may be filed for such registration in the same manner as the writing evidencing the sale or a copy thereof may be filed for registration under subsection (3) of section 5 and if so filed subsections (4) and (5) of section 5, excepting the mention in the said subsection (4) of registration within thirty days from the date of the execution of the writing, shall apply *mutatis mutandis*.

R.S.S. 1965, c.393, s.24; R.S.S. 1978, c.C-25, s.24.

Implied conditions and warranties in contract of conditional sale

25(1) In every contract of conditional sale there is:

- (a) an implied warranty that the buyer shall have and enjoy quiet possession of the goods;
- (b) an implied condition on the part of the seller that he will have a right to sell the goods at the time when the property is to pass;
- (c) an implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party not declared or known to the buyer before or at the time when the contract is made;
- (d) except where the goods are sold or let as second-hand goods and the contract of sale contains a statement to that effect, an implied condition that the goods shall be of merchantable quality; provided that no such condition shall be implied by virtue of this clause as regards defects of which the seller could not reasonably have been aware at the time when the contract was made or, if the buyer has examined the goods, as regards defects that the examination ought to have revealed;

- (e) where the buyer expressly or by implication makes known the particular purpose for which the goods are required, an implied condition that the goods shall be reasonably fit for that purpose, except where the goods are sold or let as second-hand goods and the contract of sale contains a statement to that effect.
- (2) Notwithstanding section 28, the seller shall be entitled to rely on a provision in the contract excluding or modifying the condition set out in clause (e) of subsection (1) if he proves that before the contract was made the provision was brought to the notice of the buyer and its effect made clear to him.
- (3) Nothing in this section prejudices the operation of any other enactment or rule of law whereby any condition or warranty is to be implied in any contract of conditional sale.
- (4) This section does not apply to a contract for sale of a farm implement.

R.S.S. 1965, c.393, s.25; R.S.S. 1978, c.C-25, s.25.

Certain provisions prohibited

26 No conditional sale or agreement collateral thereto, shall contain any provision the application of which depends merely on the opinion of the seller that a circumstance or state of things exists that affects his security; and any such provision is null and void.

R.S.S. 1965, c.393, s.26; R.S.S. 1978, c.C-25, s.26.

Relief of buyer in default

27(1) Notwithstanding any acceleration clause contained in a conditional sale or in an agreement collateral thereto wherein it is provided that upon the failure of the buyer to make any payment or payments when due the payment of other portions of the money is accelerated, the buyer may:

- (a) at any time before or after repossession of goods pursuant to a condition in the contract but before the expiration of the period of twenty days mentioned in subsection (1) of section 16, pay the amount due under the contract otherwise than through the operation of the acceleration clause, together with the actual costs and expenses of retaking and keeping possession of the goods repossessed, if any, and upon making such payment the buyer shall be deemed not to be in default under the contract; or
- (b) at any time after the expiration of the said period of twenty days and before sale of the goods after repossession pursuant to a condition in the contract, pay the amount, costs and expenses mentioned in clause (a) together with the cost of any necessary repairs to the goods incurred or contracted for by the seller after the expiration of the said period and the cost of advertising, if any, and upon making such payment the buyer shall be deemed not to be in default under the contract.

“amount then due” and “amount owing”

(2) With respect to any case to which subsection (1) applies the words “the amount then due” in subsection (1) of section 16 and the words “the amount owing” in subsections (9) and (10) of section 19 mean the amount due or owing otherwise than through the operation of the acceleration clause.

R.S.S. 1965, c.393, s.27; R.S.S. 1978, c.C-25, s.27.

Agreements waiving Act null and void

28 Subject to subsection (2) of section 25, every agreement or bargain, verbal or written, express or implied, that this Act or any former *Conditional Sales Act* or any provision thereof shall not apply or that any benefit or remedy provided by it shall not be available, or which in any way limits, modifies or abrogates or in effect limits, modifies or abrogates any such benefit or remedy, is null and void.

R.S.S. 1965, c.393, s.28; R.S.S. 1978, c.C-25, s.28.

Expiry of time when office closed

29 Where under this Act the time for the registration of a document expires on a day on which the office of the registration clerk is closed, the registration, so far as regards the time of registration, is valid if made on the next following day on which the office is open.

R.S.S. 1965, c.393, s.29; R.S.S. 1978, c.C-25, s.29.

Late registration or filing

30 Notwithstanding anything in this Act, a conditional sale, renewal statement or notice not registered or filed within the times prescribed elsewhere in this Act or *The Conditional Sales Act, 1957*, may be registered or filed at a later date and such registration or filing shall, for the purposes of sections 3, 8, 9 and 13 in the case of registration and for the purposes of section 19 in the case of filing, have the same effect as registration or filing within the times so prescribed except that it shall not affect rights accrued prior to the late registration or filing.

R.S.S. 1965, c.393, s.30; R.S.S. 1978, c.C-25, s.30.

Proof of execution where witness not available

31(1) Where the attesting witness to a document to which this Act applies:

- (a) dies or leaves the province before making the affidavit of execution required by this Act; or
- (b) becomes incapable of making or refuses to make the affidavit;

any judge of the district court upon being satisfied as to the execution and attestation of the document may make an order permitting the registration of the document.

Same

(2) The order or a copy thereof shall be filed with the document.

Effect

(3) Registration of the document under the order has the like effect as the registration thereof with the affidavit of execution otherwise required by this Act.

R.S.S. 1965, c.393, s.31; R.S.S. 1978, c.C-25, s.31.

Affidavits, power of registration clerk to take

32(1) In addition to any person authorized by law to take affidavits, the registration clerk or his deputy may take the affidavit of any person under this Act and the sum of twenty-five cents is payable for every oath administered by the clerk or deputy.

Solicitor, etc.

(2) No conditional sale or other document to which this Act applies shall be held to be defective or void on the ground that an affidavit required by this Act was taken and made before a solicitor for any of the parties to the conditional sale or other document, or before a partner of such solicitor, or before a clerk in the office of such solicitor.

Affidavit where seller dies

(3) An affidavit required by this Act to be made by a seller may in the event of his death be made by:

- (a) his executor or administrator; or
- (b) any of his next-of-kin; or
- (c) an authorized agent of the executor or administrator.

Affidavit on behalf of corporation

(4) Where the seller or his agent is a corporation, any officer, employee or agent of the corporation may make any affidavit or statement under this Act on behalf of the corporation.

Affidavit of agents, etc.

(5) Every affidavit made under this Act by:

- (a) an agent of a seller; or
- (b) an executor or administrator or a next-of-kin; or
- (c) an authorized agent of an executor or administrator; or
- (d) an officer, employee or agent of a corporation;

shall state that the deponent is aware of all the circumstances connected with the conditional sale and that he has a personal knowledge of the facts deposed to.

R.S.S. 1965, c.393, s.32; R.S.S. 1978, c.C-25, s.32.

Execution by corporation

33 Where a document to which this Act applies is executed by a corporation under its corporate seal no affidavit of an attesting witness is required.

R.S.S. 1965, c.393, s.33; R.S.S. 1978, c.C-25, s.33.

Rectification of omissions, etc.

34(1) Any judge of the Court of Queen's Bench or of the district court, upon being satisfied that an omission or mis-statement in a document registered under this Act or *The Conditional Sales Act, 1957*, was accidental or due to inadvertence or impossibility or other sufficient cause, may, subject to the rights of other persons accrued by reason of the omission or mis-statement, order the omission or mis-statement to be rectified, on any terms and conditions he directs.

Same

(2) An order under this section, or copy thereof, shall be filed with the registration clerk at Regina who shall attach it to the document registered or tendered for registration and shall make appropriate entries in the register.

Rights protected

(3) The rights of other persons accrued up to the time of the filing of the order or a copy thereof with the registration clerk, by reason of the omission or mis-statement referred to in subsection (1), are not affected by the order.

R.S.S. 1965, c.393, s.34; R.S.S. 1978, c.C-25, s.34.

Effect of defects, irregularities and omissions

35 A document to which this Act applies shall not be invalidated or its effect destroyed by reason only of a defect, irregularity, omission or error therein or in the execution or attestation thereof unless, in the opinion of the court or judge before whom a question relating thereto is tried, the defect, irregularity, omission or error has actually misled some person whose interests are affected by the document.

R.S.S. 1965, c.393, s.35; R.S.S. 1978, c.C-25, s.35.

Evidence

36(1) A copy of a document registered or filed under this Act or *The Conditional Sales Act, 1957*, certified as such by the registration clerk, is receivable in evidence as *prima facie* proof for all purposes as if the original document were produced, and also as *prima facie* proof of the execution of the original document, according to the purport of the copy.

(2) The registration clerk's certificate is receivable in evidence as *prima facie* proof of the date, hour and minute of the registration of the document.

(3) No proof is required of the signature or official position of the registration clerk in respect of any certificate produced as evidence under this section.

R.S.S. 1965, c.393, s.36; R.S.S. 1978, c.C-25, s.36.

Inspection of records, etc.

37 During the regular office hours of the registration clerk and upon payment of the prescribed fees, any person may inspect the books containing records or entries of documents registered or filed under this or any other Act or may inspect any document registered or filed under this or any other Act.

R.S.S. 1965, c.393, s.37; R.S.S. 1978, c.25, s.37.

Fees

38 The fees payable for services under this Act shall be such as may be prescribed by the Lieutenant Governor in Council.

R.S.S. 1965, c.393, s.38; R.S.S. 1978, c.C-25, s.38.

CONDITIONAL SALES

c. C-25

SCHEDULE

FORM A
(Section 13)

RENEWAL STATEMENT

Statement of the interest of _____ in the goods mentioned in the conditional sale between _____ of _____ of the one part and _____ of _____ of the other part and filed in the office of the registration clerk for the Province of Saskatchewan at Regina on the _____ day of _____, 19 _____, as No. _____, and in respect of which a renewal statement was last registered in the office of the registration clerk as follows:

Date of Registration	Registration Number

and of the amount unpaid on account of the purchase price (*or* under the terms and conditions of the hiring.)

The said _____ has not assigned the conditional sale (*or* the said _____ is the assignee of the conditional sale by virtue of an assignment thereof dated the _____ day of _____ 19 _____) (*or as the case may be*).

The amount unpaid on account of the purchase price (*or* under the terms and conditions of the hiring) is \$_____.

(Signature of seller or assignee)

AFFIDAVIT

I, _____, of the _____ of _____
 in the _____
 of _____
 make oath and say:

1. I am the seller named in the conditional sale mentioned in the foregoing (or annexed) statement (or the assignee of the seller named in the foregoing (or annexed) statement).
2. The said statement is true.
3. The conditional sale mentioned in the said statement is not being kept in force for a fraudulent purpose or to defeat, delay or prejudice creditors of the buyer.

Sworn before me at _____
 in the Province of _____
 this _____ day of _____
 19 _____. } _____

*A Commissioner, etc. (or as the case
 may be).*

FORM B
 (Section 19 (4))

NOTICE OF CONDITIONAL SALE AGREEMENT

Notice is hereby given pursuant to section 19 of *The Conditional Sales Act*, respecting a certain conditional sale evidenced by a writing executed for registration pursuant to section 5 of that Act, of which writing a copy is attached hereto.

The following are the facts with respect to the said conditional sale:

- (a) The name and address of the seller are _____
- (b) The name and address of the buyer are _____
- (c) The following is a description of the goods _____
- (d) The amount unpaid on account of the purchase price (or under the terms and conditions of the hiring) is \$ _____.
- (e) The following is a description of the land to which the goods are or are to be affixed:

Dated this _____ day of _____, 19 _____.

(Signature of seller or agent)

Witness:

CONDITIONAL SALES

c. C-25

FORM C
(Section 19 (6))

AFFIDAVIT VERIFYING NOTICE

I, _____, of _____, in the _____
 of _____, _____, make oath and say: _____
 (occupation)

1. I am the seller named in the notice hereto attached (or I am the duly authorized agent in that behalf of the seller named in the notice hereto attached, and I have a full knowledge of the facts set out therein).
2. The statement of facts set out in the said notice is true.

Sworn before me at _____ }
 in the Province of _____ }
 this _____ day of _____ }
 19 ____ .

*A Commissioner, etc. (or as the case
 may be).*

FORM D
(Section 19(16))

CERTIFICATE OF DISCHARGE

I hereby certify that the conditional sale, of which a notice dated the _____
 day of _____, 19 _____, was filed under section 19 of *The Conditional
 Sales Act*, in the land titles office at _____, in the Province of
 Saskatchewan, as No. _____, against the following described land:

(Here insert description)

is wholly discharged (or is discharged in part as follows (here state the description of the
 goods in respect of which the conditional sale is discharged, and the description of the
 land to which the goods are affixed)).

Dated this _____ day of _____, 19_____.

 (Signature)

Witness:

FORM E
(Section 20(1))

NOTICE OF CHANGE OF ADDRESS FOR SERVICE

To the Registrar of the _____ Registration District.

Take notice that I, *A.B.* of (*insert address and occupation*) hereby change my address for service as set forth in the notice of (conditional sale agreement or change of address for service) dated the _____ day of _____, 19_____, and recorded in the land titles office for the _____ Land Registration District, on the _____ day of _____, 19_____, as Number _____, to (*state name of seller and new address for service in Saskatchewan*) which shall be my address for service.

Dated this _____ day of _____, 19_____.

Signature of Seller

FORM F
(Section 22(1))

NOTICE TO SELLER

Land Titles Office,
Saskatchewan.
19_____.

To

SIR, —

Under section 22 of *The Conditional Sales Act*, and upon the requisition of (*here give the name and address of person requiring notice to be sent*), I hereby notify you that at the expiration of thirty days from the mailing of this letter the notice filed by you on the _____ day of _____, 19_____, against the following land, namely: _____ shall lapse and the provisions of section 19 of *The Conditional Sales Act* shall cease to apply to the goods described in the notice unless within the said thirty days you file with me an order of the judge of the Court of Queen's Bench or of the district court providing for the notice continuing in effect beyond the said thirty days.

Registrar

CONDITIONAL SALES

c. C-25

FORM G
(Section 23)

CERTIFICATE OF ASSIGNMENT

I hereby certify that the conditional sale, of which a notice dated the _____ day of _____, 19 _____, was filed under section 19 of *The Conditional Sales Act* in the land titles office for the _____ Land Registration District, as Number _____, against the following and namely: _____ has been wholly assigned (or assigned in part as billows:), (*here state the description of the goods in respect of which the conditional sale is assigned in part and the description of the land to which the goods are affixed*), to _____ whose address for service is: _____.

Dated this _____ day of _____, 19_____.

Signed by the above named
in the presence of

}

Signature of Seller.

