

UNEDITED

The Farm Implement Act

being

Chapter 128 of *The Revised Statutes of Saskatchewan, 1920*
(assented to November 10, 1920).

FOR HISTORICAL REFERENCE ONLY

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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CHAPTER 128

An Act respecting the Sale of Farm Implements

Short title

1 This Act may be cited as *The Farm Implement Act*.

1917 (sess. 2), c.56, s.1; R.S.S. 1920, c.128, s.1.

Interpretation

2 In this Act, unless the context otherwise requires, the expression:

“Implement”

1. **“Implement”** means any and every implement or machine of the selling price of \$50 or more used or intended for use upon any farm and includes all engines, threshing machines, ploughs, binders and mowers;

“Large implements”

2. **“Large implements”** means and includes traction and portable engines of any kind having a capacity of at least five horse power for the production of power upon farms, grain separators, engine ploughs and engine discs, and any other implement that is declared by the Lieutenant Governor in Council to be a large implement within the meaning of this Act;

“Small implements”

3. **“Small implements”** means and includes mowers, binders and generally all farm implements other than those mentioned in paragraph 2;

“Vendor”

4. **“Vendor”** means any person or company selling or offering for sale implements on his or its own account.

1917 (sess. 2), c.56, s.3; R.S.S. 1920, c.128, s.2.

Application

3 This Act shall apply to the sale of all implements in Saskatchewan.

1917 (sess. 2), c.56, s.4; R.S.S. 1920, c.128, s.3.

Non-application to implement business

4 This Act shall not apply to sales of implements to persons carrying on an implement business for use in such business or for resale.

1917 (sess. 2), c.56, s.2; R.S.S. 1920, c.128, s.4.

List of large implements filed

5(1) All vendors selling or offering for sale large implements in Saskatchewan shall file with the Minister of Agriculture on or before the first day of February in each year a list of the large implements which they have for sale, with a description of each said implement, showing in the case of engines the horse power of the same, both at the brake and on the drawbar, and in the case of implements driven or operated by engine power the amount of horse power required to drive or operate such implement.

(2) Such list shall also contain the price at which the said implements are sold at retail, both for cash and on credit and shall also give the usual length and terms of credit and the rate of interest charged.

1917 (sess. 2), c.56; R.S.S. 1920, c.128, s.5.

Retail dealers

6 Sections 7, 8 and 11 do not apply and never did apply to retail dealers in implements carrying on a purely retail business who are not themselves manufacturers.

1917 (sess. 2), c.56, s.6; R.S.S. 1920, c.128, s.6.

List of small implements filed

7 All vendors selling or offering for sale small implements in Saskatchewan shall file with the Minister of Agriculture on or before the said first day of February in each year a list of all implements which they have for sale with the price at which they are sold, both for cash and on credit and showing also in the latter case the usual length and terms of credit and the rate of interest charged.

1917 (sess. 2), c.56, s.7; R.S.S. 1920, c.128, s.7.

List of repairs filed

8(1) All the aforesaid vendors shall also file with the said minister annually on or before the said date a list of all repairs required for the implements sold by them, stating the cash selling price thereof and the places in Saskatchewan where the same may be purchased.

(2) It shall be unnecessary to include in such list standard bolts and nuts or straps or other iron or wooden parts usually made by blacksmiths or carpenters.

1917 (sess. 2), c.56, s.8; R.S.S. 1920, c.128, s.8.

Supplementary lists

9 In the event of any changes from time to time in matters mentioned in the lists referred to in sections 5, 7 and 8, the said vendors shall within thirty days of making such change file with the Minister of Agriculture a supplementary list on lists is the case may be, corrected to date.

1917 (sess. 2) c.56, s.9; R.S.S. 1920, c.128, s.9.

Penalty

10 Any vendor neglecting to file a list of implements as and when required by section 5, 7, 8 or 9 shall be guilty of an offence and liable on summary conviction to a penalty not exceeding \$5 for every day the default continues.

1917 (sess. 2), c.56, s.10; R.S.S. 1920, c.128, s.10.

Selling price of repairs

11 No repair shall be sold at a higher price for cash than the price stated in said list so filed, as required by section 8 or section 9, as the case may be, and any person charging a higher price for cash for any repair than the price so stated shall be guilty of an offence and liable on summary conviction to fine of \$25.

1917 (sess. 2), c.56, s.11; R.S.S. 1920, c.128, s.11.

Contracts for sale of large implements

12 No contract for the sale of any large implement shall be valid and no action shall be taken in any court for the recovery of the whole or part of the purchase price of any such implement or of damages for any breach of any such contract unless the said contract is in writing, and in form A, and signed by the parties thereto.

1917 (sess. 2), c.56, s.12; R.S.S. 1920, c.128, s.12.

Contracts for sale of small implements

13(1) When small implements are sold upon credit the contract for the sale of same shall be in writing in form B in the schedule hereto.

(2) If a contract has heretofore been or shall hereafter be made for the sale of a small implement, but the provisions of subsection (1) have not been complied with, the same shall not be invalid on that account but all the terms and conditions of form B shall, so far as applicable, be held to be incorporated therein in the same manner as if the contract had been reduced to writing in that form.

(3) In such case:

(a) if no agent of the vendor has been named to whom broken parts may be returned, such parts may be returned to the agency of the vendor at the place where the implement was purchased, or if there is no such agency, then to the nearest agent of the vendor;

(b) if no place has been mentioned where necessary repairs may be obtained, the contract shall, if made by a person to whom section 6 of this Act applies, be held to contain a statement that such repairs are kept by the vendor and may be obtained at the place of business of the agent of the vendor who is nearest to the purchaser;

(c) if the vendor's manager, to whom notice is to be given that the machine does not work well after a fair trial of two days, has not been specified the purchaser may give notice to the vendor or to the nearest agent of the vendor.

1917 (sess. 2), c.56, s.13; R.S.S. 1920, c.128, s.13.

Contracts for sale of second hand implements

14 When second hand implements are sold upon credit the contract for the sale of the same shall be in writing in form C.

1917 (sess. 2), c.56, s.14; R.S.S. 1920, c.128, s.14.

Certain sections apply to large implements

15 Sections 17, 18 and 19 apply only to the sale of large implements.

1917 (sess. 2), c.56, s.15; R.S.S. 1920, c.128, s.15.

Use of form C restricted

16 Form C shall not be used for the sale of new implements, and in case such form is so used the contract shall be void at the option of the purchaser.

1917 (sess. 2), c.56, s.16; R.S.S. 1920, c.128, s.16.

Use of form A restricted

17 Form A shall not be used for second hand or rebuilt implements, but in case such form is so used then the same shall be conclusive evidence that the implement so sold is or is warranted to be a new one.

1917 (sess. 2), c.56, s.17; R.S.S. 1920, c.128, s.17.

Contracts explained before signature

18(1) In the event of the purchaser not being able to read in the English language the contract shall, before it is signed by him, be read over and explained to him in a language which he understands, and in such case the burden of proving that the said contract was so read over and explained to him shall be upon the vendor.

(2) An affidavit to the effect that the deponent has, within eight days preceding the taking of the affidavit, read over and explained the contract to the purchaser prior to his signature thereto, in a language which the purchaser understood, shall, upon proof of the signature of the officer before whom such affidavit purports to be sworn and that he was an officer authorised to take such affidavit, be received in evidence in all courts as conclusive proof of all the facts sworn to therein.

1917 (sess. 2), c.56, s.18; R.S.S. 1920, c.128, s.18.

Contract not binding till signed by vendor

19 The signing of such contract by the purchaser shall not bind him to purchase the implement therein described until the same is signed by the vendor or some agent of the vendor authorised to bind him or it and a copy thereof is delivered to or deposited in a post office addressed to the purchaser, postage prepaid and registered.

1917 (sess. 2), c.56, s.19; R.S.S. 1920, c.128, s.19.

Payment to vendor's agent deemed payment

20 Any purchaser of farm machinery may make any payment, whether due under the contract or under any note given thereon, to any sales or collection agent of the vendor in Saskatchewan, and receipt of such payment by such agent shall be deemed to be receipt by the vendor:

Provided that the vendor may at any time and from time to time notify the purchaser in writing of the name and address of one or more persons to whom such payments may be made, and thereafter all such payments shall be made to such person or persons.

1917 (sess. 2), c.56, s.20; R.S.S. 1920, c.128, s.20.

Lien note for unpaid purchase money

21 The vendor of an agricultural implement shall have a lien upon the same for the unpaid purchase money only in the event that such lien is specified in a lien note taken for the purchase price or balance of the purchase price thereof.

1917 (sess. 2), c.56, s.21; R.S.S. 1920, c.128, s.21.

Effect of lien note

22 Where the vendor takes a lien note and complies with the provisions of either sections 2 and 3 or section 9 of *The Conditional Sales Act*, the property in and title to the implement shall remain in the vendor until full payment of the purchase price. The purchaser shall have the possession of and the right to the use of the implement, but during such possession and use the said implement shall be at the risk of the purchaser as to damage and destruction from any cause, and in the event of its damage or destruction the purchaser shall remain liable for the full purchase price of the same. Upon default being made in the payment of any instalment of the purchase price, or in the event of the purchaser absconding or permitting the implement to go out of his possession to any third party without the consent of the vendor, the vendor may take possession of the implement and shall be entitled to deal with the same thereafter as he sees fit without being liable to account to the purchaser in any way whatsoever, save as is provided by sections 23 or 24.

1917 (sess. 2), c.56, s.22; R.S.S. 1920, c.128, s.22.

Repossession and sale of email implements

23(1) Where the vendor repossesses himself of a small implement other than a binder under section 22, the sum for which the vendor shall be liable to account to the purchaser shall be the amount obtained upon resale of the implement, which resale may be either by public auction or private treaty, less the reasonable expenses of obtaining repossession, of making necessary repairs, of paying for freight and of reselling.

(2) If, after the vendor has given credit for the proceeds of resale, there remains a balance outstanding to the credit of either party, the person entitled to such balance may forthwith sue for and recover same in any court of competent jurisdiction.

1917 (sess. 2), c.56, s.23; R.S.S. 1920, c.128, s.23.

Procedure on repossession by vendor

24(1) In the case of the vendor repossessing an implement, the said implement shall, in every case where the implement is a large implement, and where the implement is a binder in the event of the vendor and purchaser being unable to agree upon the value of the same, be appraised forthwith by two arbitrators, one to be appointed by each party and a third arbitrator to be appointed by the other two, and the amount of the value placed upon the said implement by agreement or by the arbitrators shall be credited to the purchaser and shall be deemed to be paid by the purchaser to the vendor, and in determining the liabilities of the parties to each other after the aforesaid repossession account shall be taken of any sum left owing by the one to the other after the crediting of the said amount to the purchaser.

(2) The value to be placed, upon the implement by the arbitrators shall be its value at the place of repossession.

(3) In determining the value to be placed upon the implement the arbitrators shall make allowance in favour of the vendor for any sum which they deem reasonable to cover the costs necessarily incidental to a resale of the said implement; provided that the said amount shall not in any case exceed 10 per centum of the actual value of the implement.

- (4) If upon the taking of an appraisal, as provided by subsection (3) any amount remains outstanding to the credit of either the purchaser or the vendor, the person entitled to such amount may forthwith sue for and recover the same in any court of competent jurisdiction.
- (5) The provisions of *The Arbitration Act* shall apply to any arbitration proceedings under this section.
- (6) If the purchaser has left the province or cannot readily be found for purposes of service, and it is desired to proceed to arbitration, the vendor may apply *ex parte* to a judge of the Court of King's Bench for an order directing the manner in which notices and other documents in the arbitration proceedings may be served upon the purchaser.
- (7) Such application shall be made upon affidavit of the vendor or his agent setting forth the circumstances giving rise to the arbitration, stating that the whereabouts of the purchaser is unknown, and showing what efforts have been made to ascertain it.
- (8) If it be made to appear to the judge that the whereabouts of the purchaser is unknown, after all reasonable efforts to ascertain it have been exhausted, the judge may order that all notices and other papers required to be served in the arbitration proceedings may be served by advertisement or otherwise as he deems proper, subject to such terms and conditions as are necessary to protect the purchaser from injustice.

1917 (sess. 2), c.56, s.24; R.S.S. 1920, c.128, s.24.

Purchasers right to reject

25 Where the purchaser purchases several large implements at the same time from the same vendor, whether by one or several orders, and it is reasonably apparent that the said several implements were intended to form part of the one outfit, then and, in every such case the purchaser may, upon the happening of any event which under this Act and the forms hereto would give him the right to reject any one of the said implements, reject all of the same.

1917 (sess. 2), c.56, s.25; R.S.S. 1920, c.128, s.25.

Earnings of large implement assigned

26(1) No assignment of the earnings of a large implement shall be acted upon until the vendor or his assignee delivers to the purchaser and to the person for whom the work is being done a notice in writing that he claims such earnings. Upon the delivery of such notices, then, subject to the provisions of *The Thresher Employees Act*, 25 per cent. of the earnings of the implement in the particular piece of work or contract for which the notice has been given, shall belong absolutely to the vendor in preference to all other charges or claims by assignment, garnishment or otherwise howsoever. The vendor shall not be entitled to any further portion of the said earnings. The vendor may give one notice to the purchaser covering an entire season, or a portion thereof, which shall have the same effect as if notice were given for each particular piece of work or contract during such season or portion of a season.

(2) In case the machine is a threshing machine the vendor shall to the extent of his interest in the earnings have the same lien upon any grain threshed as the thresher would have under *The Threshers' Lien Act* and may sell the same to realise the amount due thereon.

(3) In the event of the earnings being produced jointly by two or more implements sold by different vendors who have given the notices provided herein, the said 25 per cent. shall be divided among them *pro rata* according to the price of the implement sold by each of said vendors.

1917, (sess. 2), c.56, s.26; R.S.S. 1920, c.128, s.26.

Net amount credited to purchase

27 The net amount received by the vendor or the amount which he should have received but for his negligence less in each case his reasonable expenses of collecting the same shall be forthwith credited to the purchaser.

1917 (sess. 2), c.56, s.27; R.S.S. 1920, c.128, s.27.

Contracts to comply with Act

28(1) No contract, order or security made or taken in connection with the sale of agricultural implements shall contain any statement to the effect that the vendor is not responsible for the representations of his agents or any other language in any wise limiting or modifying the legal liability of the vendor as provided in this Act or in the forms in the schedule hereto; and the insertion of any such statement or the use of any such language shall be of no effect.

(2) Any breach of the provisions of this section shall render the contract order or security void at the option of the purchaser.

1917 (sess. 2), c.56, s.28; R.S.S. 1920, c.128, s.28.

Contracts in forms A, B or C

29 Where a contract is made in form A, B or C, as the case requires, and the said forms are duly completed, the same shall be taken and held to be the entire contract between the parties.

1917 (sess. 2), c. 56, s.29; R.S.S. 1920, c.128, s.29.

Validity of forms

30 The words in parenthesis in forms A and C of *The Farm Implement Act*, being chapter 28 of the statutes of 1915, and in the said forms as amended from time to time and in this Act were, are and have always been, as the case may be, directory merely and need not now be nor need they ever have been printed or written in any contract made pursuant to said Acts and amendments thereto, and where any paragraph or paragraphs of said form, governed by a parenthesis, are or were inappropriate to any particular contract according to the directions contained in said parenthesis, such paragraph or paragraphs need not now be nor need they ever have been printed or written in any such contract.

1917 (sess. 2), c.56, s.30; R.S.S. 1920, c.128, s.30.

Blanks filled in by handwriting

31 No contract made after the thirty-first day of March, 1920, for the sale of an implement shall be valid if in such contract any of the blanks appearing in the form as given in the schedule to this Act, other than blanks left for the vendor's name, have been filled in otherwise than by handwriting.

1919-20, c.85, s.1; R.S.S. 1920, c.128, s.31.

SCHEDULE

FORM A

(Section 12)

CONTRACT FOR SALE OF LARGE IMPLEMENTS

Dated _____ 19____.

_____, hereinafter called the vendor, is hereby requested by the undersigned, hereinafter called the purchaser, to ship on or about the _____ day of _____ 19____, or as soon thereafter as the vendor can do so, but not later than _____ day of _____, 19____, to _____ in the Province of Saskatchewan, the following machinery with usual fixtures and extras hereby now agreed to be purchased, upon which the vendor (*or* purchaser) agrees to pay all freight and charges thereon from _____ to _____.

On arrival of the said machinery at the point above named the purchaser agrees to receive the same subject to the terms and warranties herein (pay the freight and charges thereon, *if so agreed*) and pay the vendor for the same _____ dollars, payable as follows: Cash \$ _____ and give in settlement lien notes bearing interest before and after maturity at _____ per cent. per annum from the _____ day of _____ A.D.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Payable at _____ and (*where applicable*) to deliver the following second hand machinery, namely:

(*Discount clause. Here fill in discount provisions, if any.*)

The said machinery is intended to perform the following work, namely (*insert purposes*).

The said machinery is sold upon the following express warranties on the part of the vendor:

1. The vendor warrants that the said machinery is well made and of good materials.
2. The vendor warrants that the said machinery will well perform the work for which it is intended, if properly used and operated:

Provided, however, that if the purchaser cannot make the said machinery perform well the work for which it was intended upon a ten days' trial of the same he shall within the said ten days or within two days after the expiration of the same give notice in writing to the vendor or to his agent at _____, in Saskatchewan, that the machinery does not work well. If the purchaser gives such notice the vendor shall have eight days from the receipt of such notice to make it perform well the work for which it was intended. If within the said eight days the vendor does not make it perform well such work, either by replacing the parts or otherwise, the purchaser may either reject said machinery, in which case this contract shall be at an end and he shall be entitled to a return of any moneys paid or notes given therefor by him and the freight paid by him, or he may retain said machinery and hold the vendor liable for the difference between the value of the machine as it is and the value it would have had if it had fulfilled this warranty. Whether the purchaser rejects or retains the machinery as hereinbefore mentioned he shall within the said eight days or within two days after the expiration of the same give written notice to the vendor or to his agent at _____ of his decision. If within the said eight days the vendor makes the said machinery fulfill this warranty and if the purchaser's failure to make it work well was due to improper management or want of skill in operating on his part, then the purchaser hereby agrees to pay the vendor the expenses incurred by him in making it work well, in cash forthwith, and in ease payment is not so made the amount shall bear interest at the rate specified in the contract. Failure to give either of the said notices within the time limited shall be conclusive evidence that the machinery fulfills this warranty.

3. The vendor warrants that the said machinery will be durable if used and kept with proper care. Parts proving defective in workmanship or material will be replaced free of charge for the period of one year upon the defective parts being returned to the vendor's agent at _____, Saskatchewan. In the event of the purchaser having to pay for any such defective parts within said period, he shall be credited with the moneys paid by him for the same upon any note or notes due to the vendor.

4. The vendor warrants that all necessary repairs for said machinery other than standard bolts and nuts or straps or other iron or wooden parts usually made by blacksmiths and carpenters, will for a period of ten years from the date of this order be kept at _____, in Saskatchewan, and that at said place the purchaser will be able to obtain them within reasonable time.

(If the machine sold is an engine this additional warranty shall be given):

The vendor warrants that the engine above sold, if properly operated, is capable of developing continuously the horse power at which it is rated. That the rated capacity of the engine is _____ horse power delivered to the drawbar and _____ horse power delivered to the belt.

That the engine will, if properly operated, furnish ample and continuous power to drive a _____ inch (*fill in name of separator*) provided the same is in good running order, complete with self feeder, automatic register and blower (or _____).

Note.—If other attachments are substituted the words “self feeder, automatic register and blower” may be struck out.

(If the engine is sold for ploughing the following additional warranty shall be given):

That the engine will, if properly operated, pull upon the following land (*here insert, description of land*) _____ inch ploughs in breaking at a depth of _____ inches, or inch ploughs in stubble at a depth of _____ inches. That the vendor will send a competent man to start said engine and instruct the purchaser in its operation.

(If the machine sold is a separator the following additional warranty shall be given):

The vendor warrants that the said separator, complete with self feeder, automatic register and blower (or _____) can be driven continuously to its full capacity by a _____ horse power _____ engine properly operated and in good working condition, upon the following land, namely, the (*insert description of land*).

Note.—If other attachments are substituted the words “self feeder, automatic register and blower” may be struck out.

The purchaser hereby agrees that he will receive the machine for which this order is given at the railway station at _____, and that he will settle for the same in accordance with the foregoing terms.

The purchaser hereby assigns to the vendor twenty-five per cent. of all moneys which the purchaser, his servants or assigns, may earn by using the same and all threshers' liens and rights to liens therefor which may accrue, with full power to exercise the same in the name of the purchaser or any such other person.

The purchaser further agrees to insure the machinery against fire in favour of the vendor as his interest may appear and, in the event of his failure so do so, the vendor may insure the same, and add the amount paid therefor to the purchase price, which shall immediately become due from the purchaser to the vendor and shall bear interest at the rate specified for the original debt.

In the event of the said machinery being seized for payment of taxes, the vendor may pay such taxes, together with any costs in connection with such seizure and all such moneys shall be forthwith repayable by the purchaser to the vendor with interest at the contract rate, from the date on which the vendor paid same, and any moneys so paid by the vendor shall be added to and form a part of the purchase money of the said machinery.

FARM IMPLEMENTS

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This contract shall be deemed to be made in Saskatchewan and in any action which may be brought hereunder or by reason hereof shall be interpreted and enforced according to the laws of Saskatchewan.

In testimony whereof the purchaser has hereunto set his hand the day and year first above mentioned.

Accepted at _____ this _____ day of _____, 19____.

FORM B

(Section 13)

CONTRACT FOR SALE OF SMALL IMPLEMENTS

_____ Branch.

19____.

GENTLEMEN,—Please supply me with _____ and ship the same to _____ station, about _____, for which I agree to pay the sum of _____ dollars in cash or (and) execute satisfactory notes or agreements to pay as follows

\$ _____ due 1st _____ 19 ____	}	with interest before
\$ _____ due 1st _____ 19 ____		and after maturity
\$ _____ due 1st _____ 19 ____		at _____ per annum
		from date.

Payable at _____

(Discount clause. Here fill in discount provisions if any.)

Warranty.

The implement for which this order is given is warranted to be well made, of good material, to perform well the work for which it is intended if properly used and operated, and to be durable if used with proper care. Should any part break during the first season through defective material or workmanship, and by fair usage, it shall be replaced by the vendor free of charge if the broken parts are returned to the vendor or the vendor's agent at _____, before the first day of November following the date of the purchase.

All necessary repairs for the said implement other than standard bolts and nuts, or straps or other iron or wooden parts usually made by blacksmiths and carpenters, will be kept by the vendor at _____, Saskatchewan, and the purchaser will for a period of ten years from the date of this order be able to obtain them at the said place.

If after a fair trial of two days the machine should not work well the purchaser must immediately give written notice to the vendor's manager at _____, and also to the agent from whom it was purchased, stating wherein it fails, and allow reasonable time to get to it and remedy the defects, if any, the purchaser rendering necessary and friendly assistance, furnishing a suitable team for the work, etc., when if the implement or machine cannot be made to do good work he is to return it to the place where received in as good condition as when received, except the natural wear, and a new implement or machine will be given in its place, or the notes or money will be refunded. Continued possession of the implement, goods or machine or a failure to give notice as above, shall be conclusive evidence that the implements, goods or machines fulfil the warranty.

The purchaser agrees to settle for it on above terms *as soon as it is delivered*.

If from any cause not under the vendor's control the machine is delayed beyond the time agreed for its delivery no damage shall be claimed by the purchaser. Either of the parties hereto can cancel this order at any time before actual settlement is accepted by the vendor, and the other party will have no claim for damages by reason thereof.

In the event of the said machinery being seized for payment of taxes the vendor may pay such taxes, together with any costs in connection with such seizure and all such moneys shall be forthwith repayable by the purchaser to the vendor with interest at the contract rate. from the date on which the vendor paid same and any moneys so paid by the vendor shall be added to and form a part of the purchase money of the said machinery.

FORM C

(Section 14)

SALE OF SECOND HAND IMPLEMENTS

Date _____, 19____.

_____, hereinafter called the vendor, is hereby requested by the undersigned, hereinafter called the purchaser, to ship on or about the _____ day of _____ 19____, or as soon thereafter as it can do so, but not later than the _____ day of _____ 19____, to _____ in the Province of Saskatchewan, the following machinery hereby now agreed to be purchased, upon which the vendor (or purchaser) agrees to pay all freight and charges thereon from _____ to _____.

On arrival of the said machinery at the point above named the purchaser agrees to receive the same subject to the terms and warranties herein (pay the freight and charges thereon, *if so agreed*) and pay the vendor for the same _____ dollars, payable as follows: Cash \$ _____ and give in settlement lien notes bearing interest before and after maturity at _____ per cent. per annum from the day of _____ A.D. 19____.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Note for \$ _____ due _____ 19____.

Payable at _____.

(Discount clause. Here fill in discount provisions, if any.)

The vendor does not give any warranties with this machinery other than the following:

(Here insert the warranties, if any, given with said machinery, as well as the name and address of the last previous purchaser.)

The purchaser hereby agrees that he will receive the machinery for which this order is given at _____ and that he will settle for the same in accordance with the foregoing terms.

(If desired, the following clause may be inserted):

The purchaser hereby assigns to the vendor 25 per cent. of all the moneys which the purchaser, his servants or assigns may earn by using the same and all threshers' liens and rights to liens therefor which may accrue, with full power to exercise the same in the name of the purchaser or any such other person.

In the event of the said machinery being seized for payment of taxes the vendor may pay such taxes, together with any costs in connection with such seizure and all such moneys shall be forthwith repayable by the purchaser to the vendor with interest at the contract rate, from the date on which the vendor paid same and any moneys so paid by the vendor shall be added to and form a part of the purchase money of the said machinery.

In testimony whereof the purchaser has heretinto set his hand the day and year first above mentioned.

Accepted at _____ this _____ day of _____, 19____.

FOR HISTORICAL REFERENCE ONLY