

UNEDITED

# *The Farm Implement Act*

*being*

Chapter 211 of *The Revised Statutes of Saskatchewan, 1953*  
(effective February 1, 1954).

FOR HISTORICAL REFERENCE ONLY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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### SCHEDULE

## CHAPTER 211

### An Act respecting the Sale of Farm Implements

#### Short title

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

R.S.S. 1953, s.211, s.1.

#### Interpretation

2 In this Act:

##### “committee”

1 “**committee**” means the Implement Engineering Committee appointed under the authority of this Act;

##### “department”

2 “**department**” means the Department of Agriculture;

##### “implement”

3 “**implement**” means any and every implement or machine of the selling price of \$50 or more used or intended for use upon a farm;

##### “large implement”

4 “**large implement**” includes traction and portable engines of any kind having a capacity of at least ten horse power for the production of power upon farms, grain harvesting machines, threshing machines, combined harvesting and threshing machines requiring for their operation an engine of ten horse power or more, engine ploughs and engine discs, engine tillage machinery, engine seeding machinery, power implements for making and handling hay, power spraying and dusting machines, road graders and all farm and road making machinery sold for the purpose of being operated by traction engines when used or intended for use upon a farm, and any other implement that is declared by the Lieutenant Governor in Council to be a large implement within the meaning of this Act, but does not include a motor truck;

##### “minister”

5 “**minister**” means the Minister of Agriculture;

##### “small implement”

6 “**small implement**” includes mowers, binders and generally all farm implements other than those mentioned in paragraph 4;

##### “vendor”

7 “**vendor**” means any person or company selling or offering for sale implements or parts of implements on his or its own account and, where the person or company resides or has its head office outside the province, includes his or its chief agent or distributor in the province.

1949, c.74, s.2; 1952, c.77, s.2; R.S.S. 1953,  
s.211, s.2.

#### Non-application of Act

3 This Act does not apply to sales of implements:

- (a) by farmers
  - (i) by auction sale; or
  - (ii) in the ordinary course of their farming operations; or
- (b) by an executor or administrator or any public official acting under judicial process; or

(c) to persons carrying on an implement business for use in such business or for resale.

1949, c.74, s.3; R.S.S. 1953, s.211, s.3.

**Application of Act**

4 Except as herein otherwise provided, this Act applies to the sale of all implements in the province.

1949, c.74, s.4; R.S.S. 1953, s.211, s.4.

**Vendor's licences**

5(1) After the thirty-first day of July, 1949, no vendor shall sell any implement or part of an implement in the province at a retail sale unless he holds a licence to do so issued to him by the minister and such licence is in force at the time of the sale.

(2) The licence shall be issued upon completion of the application form and payment of the fee prescribed by the regulations and shall be signed by the minister or such other person as the minister appoints for the purpose, and, if required by the regulations, shall be kept posted up, in the manner prescribed thereby, in the place where the vendor carries on his business.

(3) Every vendor contravening any of the provisions of this section is guilty of an offence and liable on summary conviction to a fine of not less than \$10 nor more than \$500.

1949, c.74, s.5; R.S.S. 1953, s.211, s.5.

**Lists of large implements to be filed**

6(1) All vendors selling or offering for sale large implements in Saskatchewan shall file with the minister on or before the first day of February in each year a list of the large implements which they have or which they may within the following year offer for sale with a description of each 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) The list shall also contain the maximum price at which the implements are intended to be 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.

1949, c.74, s.6; 1952, c.77, s.3; R.S.S. 1953, s.211, s.6.

**Lists of small implements to be filed**

7 All vendors selling or offering for sale small implements in Saskatchewan shall file with the minister on or before the first day of February in each year a list of all implements which they have or which they may within the following year offer for sale with the maximum price at which they are intended to be sold at retail, 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.

1949, c.74, s.7; 1952, c.77, s.4; R.S.S. 1953, s.211, s.7.

**Lists of repairs to be filed**

**8(1)** All the aforesaid vendors shall also file with the minister on or before the first day of February in each year a list of all repairs required for the implements sold by them, stating the maximum retail 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.

1949, c.74, s.8; 1952, c.77, s.5; R.S.S. 1953, s.211, 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 6, 7 and 8, the said vendors shall within thirty days of making such change file with the minister a supplementary list or lists corrected to date.

1949, c.74, s.9; R.S.S. 1953, s.211, s.9.

**Filing of only one list required**

**10** Where under section 6, 7, 8 or 9 a maker of or wholesale dealer in implements, or his or its chief agent or distributor in the province, has filed a list containing the particulars required by the section under which it is filed, no other vendor of the implements or repairs mentioned in any such list, or of any of them, shall be required under the same section, to file a list in respect of any implement or repairs mentioned in such list.

1949, c.74, s.10; R.S.S. 1953, s.211, s.10.

**Penalty**

**11** Subject to section 10, a vendor failing to file a list as and when required by section 6, 7, 8 or 9 is guilty of an offence and liable on summary conviction to a fine not exceeding \$5 for every day the default continues.

1949, c.74, s.11; R.S.S. 1953, s.211, s.11.

**Selling price of implements and repairs**

**12(1)** No person shall sell or offer for sale an implement or repair at a price higher than the maximum price stated, in respect of that Implement or repair, in a list filed as required by section 6, 7, 8 or 9; provided that any transportation, telephone or telegraph costs incurred in requisitioning or obtaining any repair shall not be considered part of the price of the repair.

**(2)** A person violating subsection (1) is guilty of an offence and liable on summary conviction to a fine of \$25.

1949, c.74, s.12; 1952, c.77, s.6; R.S.S. 1953, s.211, s.12.

**Supply of repairs by vendors**

**13** A vendor failing to maintain a sufficient supply of repairs required for machines sold by him or on his behalf and in operation in Saskatchewan is guilty of an offence and liable on summary conviction to a fine not exceeding \$100 for each offence.

1949, c.74, s.13; R.S.S. 1953, s.211, s.13.

**Administration of Act**

14(1) This Act and the regulations shall be administered by the department.

(2) An officer may be appointed to direct such administration under the control of the minister, and there may also be appointed such other officers, inspectors, clerks and employees as are deemed necessary.

1949, c.74, s.14; R.S.S. 1953, s.211, s.14.

**Inspections**

15(1) Inspectors appointed under the provisions of this Act shall inspect within the province the manufacturing of implements sold or to be offered for sale by vendors and the stock of repairs maintained by vendors and their agents, and for these purposes shall during the usual business hours have free access and admission to the premises of vendors and their agents.

(2) A vendor or agent of a vendor refusing to permit an inspector to enter his premises during business hours for the purposes mentioned in subsection (1) and a person obstructing an inspector in the performance of his duties is guilty of an offence and liable on summary conviction to a fine not exceeding \$100 for each offence.

1949, c.74, s.15; R.S.S. 1953, s.211, s.15.

**Implement Engineering Committee**

16 The Lieutenant Governor in Council may appoint Committee three persons, to be designated the Implement Engineering Committee, to conduct and carry out tests and examinations of implements and repairs sold or offered for sale in the province and to report thereon to the minister.

1949, c.74, s.16; R.S.S. 1953, s.211, s.16.

**Approval or disapproval of implements**

17(1) Where, after due inquiry by the committee, the minister is of the opinion that any implement sold or offered for sale will or will not perform in Saskatchewan in a suitable and efficient manner the farm practice for which it was designed, sold or offered for sale he shall order, in the interests of the agricultural welfare of Saskatchewan, that the implement be listed on a list, to be kept in the department, of implements which are approved for use in the province or on a list of implements which are not approved, as the case may be.

(2) Every such order shall be published in *The Saskatchewan Gazette*.

1949, c.74, s.17; R.S.S. 1953, s.211, s.17.

**Contracts to be in writing**

18(1) Where an implement is sold, whether for cash or on credit, the contract for the sale of the implement shall be in writing in form A in the schedule as to implements other than second-hand implements and in form B in the schedule as to second-hand implements.

(2) Form A shall not be used for second-hand or rebuilt implements, but if 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.

(3) Where the provisions of subsection (1) have not been complied with the contract shall not be invalid on that account only, but all the terms and conditions of the form that should have been used shall, so far as applicable, be held to apply and to be incorporated in the contract in the same manner as if it had been reduced into writing in the prescribed form; provided that, in the case of the sale of a new implement, where the contract has not been reduced into writing and signed by the parties thereto the purchaser shall have, instead of a ten days' trial as provided in form A in the schedule, a thirty days' trial period and he shall within the said thirty days or within two days after the expiration of the same give notice in writing to the vendor or to his agent that the machinery does not work well, and thereupon all the terms and conditions of form A, except the limitation as to a ten days' trial period, shall apply.

(4) 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 vendor or to the nearest agent of the vendor;

(b) if no place has been mentioned where necessary repairs may be obtained, the contract shall 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 vendor or of the agent of the vendor who is nearest to the purchaser;

(c) if the person to whom notice is to be given that the machine or machinery does not work well has not been specified, the purchaser may give notice to the vendor.

(5) Nothing in this section shall be construed as dispensing with the necessity of a written contract when, under *The Sale of Goods Act* or the Statute of Frauds, such an instrument would be necessary to constitute a binding contract.

1949, c.74, s.18; 1953, c.78, s.2; R.S.S. 1953, s.211, s.18.

#### **Contracts to be kept two years and produced on request**

**19** Every vendor shall keep one copy of every contract for the sale of an implement entered into by him for at least two years and shall, upon request of an inspector appointed under this Act, produce the same and allow such inspector to make copies thereof .

1952, c.77, s.7; R.S.S. 1953, s.211, s.19.

#### **Application of sections 21 and 22**

**20** Sections 21 and 22 apply only to the sale of large implements.

1949, c.74, s.19; R.S.S. 1953, s.211, s.20.

#### **Contracts explained before signature**

**21(1)** If the purchaser is unable 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 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 authorized to take such affidavit, be received in evidence in all courts as *prima facie* proof of all the facts sworn to therein.

1949, c.74, s.20; 1952, c.77, s.8; R.S.S. 1953, s.211, s.21.

**Contracts not binding till signed by vendor**

**22** 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 authorized to bind the vendor and a copy thereof is delivered to or deposited in a post office addressed to the purchaser, postage prepaid and registered.

1949, c.74, s.21; R.S.S. 1953, s.211, s.22.

**Payment to vendor's agent deemed payment**

**23** A 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 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.

1949, c.74, s.22; R.S.S. 1953, s.211, s.23.

**Lien note for unpaid purchase money**

**24** 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.

1949, c.74, s.23; R.S.S. 1953, s.211, s.24.

**Effect of lien note**

**25(1)** Where the vendor takes a lien note and complies with the provisions of either sections 2 and 3 or section 12 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 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.

(2) Upon default in payment of an instalment of the purchase price the vendor may take possession of the implement, subject to the provisions of *The Limitation of Civil Rights Act*.

(3) If the purchaser absconds or permits the implement to go out of his possession to a third party without the consent of the vendor, the vendor may take possession of the implement.

(4) Upon repossession of the implement the vendor shall be entitled to deal with the same thereafter as he sees fit without being liable to account to the purchaser in any way, save as is provided by sections 26 and 27.

1949, c.74, s.24; R.S.S. 1953, s.211, s.25.

**Repossession and sale of small implements**

**26(1)** Where the vendor repossesses himself of a small implement other than a binder, 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 the same in any court of competent jurisdiction.

1949, c.74, s.25; R.S.S. 1953, s.211, s.26.

**Procedure of repossession by vendor**

**27(1)** In the case of the vendor repossessing an implement, the implement shall, in every case where the implement is a large implement, and also 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 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; provided that the said amount shall not in any case exceed ten per cent 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* apply to 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 Queen'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, subject to such terms and conditions as are necessary to protect the purchaser from injustice.

1949, c.74, s.26; R.S.S. 1953, s.211, s.27.

**Liability of original vendor**

**28(1)** Where the purchaser of an implement, other than a second-hand or rebuilt implement, buys the same from a vendor who is not the maker thereof, the person or company who or which sold the implement to the vendor shall be under a liability to the purchaser to observe, keep and perform the warranties numbered 1, 2, 3 and 4 in form A; and the purchaser may maintain an action against any such person or company, as well as against the vendor, or against any one or more of them for any breach of any such warranty.

(2) The person or company who or which sold the implement to the vendor shall, subject to any contract made between the vendor and such person or company and to any payment made by the vendor in respect of such implement, be entitled to be fully indemnified by the vendor against all liability imposed under this section; and in any such action by a purchaser against the person or company who or which sold the implement to the vendor, the party against whom such action is brought may as a matter of right add the vendor and any party to whom any note given in connection with the sale of the implement, or the moneys payable thereunder, may have been assigned or delivered as third parties, to the end that the rights of all parties may be determined.

1949, c.74, s.27; R.S.S. 1953, s.211, s.28.

**Purchaser's right to reject**

**29** 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 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 in the schedule hereto would give him the right to reject any one of the said implements, reject all of them.

1949, c.74, s.28; R.S.S. 1953, s.211, s.29.

**30(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*, twenty-five 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) If 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 Thresher's Lien Act* and may sell the same to realize the amount due thereon.

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

1949, c.74, s.29; R.S.S. 1953, s.211, s.30.

**Net amount credited to purchaser**

**31** 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.

1949, c.74, s.30; R.S.S. 1953, s.211, s.31.

**Contracts to comply with Act**

**32(1)** No contract, order or security made or taken with 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 agent 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.

1949, c.74, s.31; R.S.S. 1953, s.211, s.32.

**Effect of clerical errors in contract**

**33** No error of a clerical nature or in an immaterial or non-essential part of any written contract under this Act invalidates the same, unless in the opinion of the court or judge before whom a question relating thereto is tried such error has actually misled some person whose interests are affected by the contract.

1953, c.78, s.3; R.S.S. 1953, s.211, s.33.

**Contract is entire contract**

**34(1)** Where a contract is made in form A or B and the form is duly completed, the same shall be taken and held to be the entire contract between the parties.

(2) Notwithstanding subsection (1), every purchaser of an implement shall, upon breach of any term of the agreement for the sale of the implement, whether or not the same is in form A or B, be entitled to the damages to which a buyer of goods is entitled under *The Sale of Goods Act*.

1949, c.74, s.32; 1953, c.78, s.4; R.S.S. 1953, s.211, s.34.

#### Validity of forms

**35(1)** The words in parenthesis in forms A and C in the schedule to any former *Farm Implement Act* and in the said forms as amended, and in forms A and B in the schedule to this Act, were and have always been and are directory merely and need not now be nor need they ever have been printed or written in any contract made pursuant to the said Acts and amendments thereto, and where any paragraph or paragraphs of the said forms governed by a parenthesis, are or were inappropriate to any particular contract according to the directions contained in the said parenthesis, such paragraph or paragraphs need not now be nor need they ever have been printed or written in any such contract.

(2) Slight deviations from the forms prescribed by this Act, not affecting the substance of the forms or calculated to mislead, shall not vitiate or invalidate such forms.

1949, c.74, s.33; R.S.S. 1953, s.211, s.35.

#### Regulations

**36(1)** For the purpose of carrying into effect the provisions of this Act according to their true intent, the Lieutenant Governor in Council may make such regulations not inconsistent with the spirit of this Act as are considered necessary or advisable.

(2) Without limiting the generality of subsection (1) the Lieutenant Governor in Council may make regulations:

(a) prescribing the form of licence to be issued to vendors under the provisions of this Act and the form of application therefor to be signed by the vendor and the fee payable for such licence;

(b) defining the powers and duties of the committee, the tests and examinations to be made with respect to implements and repairs and the methods and procedure to be adopted and followed in the making of such tests and examinations;

(c) respecting the publication and furnishing of information to vendors, manufacturers, dealers and to the public by the minister as to the results and conclusions of the committee following any test or examination of an implement or repair.

1949, c.74, s.34; R.S.S. 1953, s.211, s.36.

SCHEDULE

FORM A

(Section 18)

Contract for Sale of Farm Implements

Dated \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_, and/or \_\_\_\_\_  
(name of supplier) (name of vendor)

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

On arrival of the said machinery at the point above named (or when the said machinery is available for delivery) the purchaser agrees to take delivery of the same, subject to the terms and warranties herein, (pay the freight and charges thereon) and pay the vendor for the same \_\_\_\_\_ dollars, payable as follows:

Cash \$\_\_\_\_\_ and give in settlement lien notes bearing interest at \_\_\_\_\_ per cent per annum before maturity and at \_\_\_\_\_ per cent per annum after maturity from the date of delivery.

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).

Repair parts except as provided for in this contract and attachments not sold as usual fixtures and extras are excluded from the warranties herein expressed.

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 five 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 fulfil 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 case payment is not so made the amount shall bear interest at the rate specified in this contract. The purchaser shall forfeit his right to reject the machinery if he fails to give either of the said notices within the time limited, unless the vendor or the maker of the implement or the person or company who or which sold the same to the vendor, or either of them, either before or after the expiration of the time limited for the giving of either of the said notices, does any act, or so conducts himself or itself, as to lead the purchaser to believe that the said notices are not required to be, or to have been, given.

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 money 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 \_\_\_\_\_, Saskatchewan, and that at said place the purchaser will be able to obtain them within reasonable time.

The purchaser hereby agrees that he will take delivery of the machine for which this order is given 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 to 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.

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.

*(If the machine sold is a tractor, this additional warranty shall be given:)*

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

*(If the machine sold is a harvesting machine, the following additional warranty shall be given:)*

(1) If a grain separator:

The vendor warrants that the said separator can be driven continuously to its full capacity by a horse power engine properly operated and in good working condition.

(2) If a combine:

*(Where an engine forms a part of the said machine)*

That the engine which is a part of the said machine, if properly operated, is capable of developing continuously the horse power at which it is rated, namely, \_\_\_\_\_ of developing continuously the horse power at which it is rated, namely \_\_\_\_\_ horse power, and will furnish ample and continuous power to drive the thresher which is a part of the said machine; and that the thresher which is a part of the said machine can be driven under suitable conditions by the engine which forms a part of the said machine.

*(Where an engine does not form a part of the said machine)*

That the said machine can be driven under suitable conditions by a horse power engine properly operated and in good working condition.

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

Accepted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*(The contract must include in detachable form the two notices required to be given under warranty 2, as follows:)*

To.....  
(name of vendor)

.....  
(address)

Take notice that I .....  
(name of purchaser)

[ Strike out (a) or  
(b), whichever is  
not applicable ]

- (a) reject the machinery
- (or)
- (b) retain the machinery, and claim my rights under the contract.

.....  
*Purchaser.*

*Note.*—This notice must be sent during or within five days from the expiry of eight days within which the machinery was to be made to work. (Send by registered mail, if possible.)

To.....  
(name of vendor)

.....  
(address)

Take notice that the machinery purchased by me from you does not work well.

.....  
*Purchaser.*

*Note.*—This notice must be sent during or within two days after there has been a ten days' trial. (Send by registered mail, if possible.)

\_\_\_\_\_

FORM B  
(Section 18)

CONTRACT FOR SALE OF SECOND-HAND IMPLEMENTS

Dated ....., 19.....

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

On arrival of the said machinery at the point above named (*or* when the said machinery is available for delivery) the purchaser agrees to take delivery of the same, subject to the terms and warranties herein, (pay the freight and charges thereon) and pay the vendor for the same \_\_\_\_\_ dollars, payable as follows:

## FARM IMPLEMENTS

c. 211

Cash \$ \_\_\_\_\_ and give in settlement lien notes bearing interest at \_\_\_\_\_ per cent per annum before maturity and at \_\_\_\_\_ per cent per annum after maturity from the date of delivery.

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).*

The purchaser hereby agrees that he will take delivery of the machinery for which this order is given 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.

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 hereunto set his hand the day and year first above mentioned.

Accepted at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

FOR HISTORICAL REFERENCE ONLY