

The Debt Adjustment Act

being

Chapter 162 of the *Statutes of Saskatchewan, 1930*
(effective February 1, 1931).

FOR HISTORICAL REFERENCE ONLY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 162

An Act to facilitate the Adjustment of Agricultural Debts

SHORT TITLE

Short title

1 This Act may be cited as *The Debt Adjustment Act*.

1928-29, c.53, s.1; 1930, c.162, s.1.

INTERPRETATION

Interpretation

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

“Commissioner”

1. “**Commissioner**” means the Debt Adjustment Commissioner appointed under the provisions of this Act and includes any person acting for him;

“Debtor”

2. “**Debtor**” means a resident whose crops or chattels have been transferred to the commissioner;

“Resident”

3. “**Resident**” means a person who is an actual resident of and personally *bona fide* engaged in farming operations in the province.

1928-29, c.53, s.2; 1930, c.162, s.2.

Debt adjustment bureau

3 There shall be a permanent bureau, under the Minister of Agriculture, to be called the Debt Adjustment Bureau, and the Public Service Commission may appoint thereto a chief officer to be called the Debt Adjustment Commissioner and such other officers, clerks and employees as may be necessary for the proper conduct of the bureau.

1928-29, c.53, s.3; 1930, c.162, s.3.

Adjustments between debtor and creditor

4 Upon receipt of an application in writing by or on behalf of a resident or any creditor of a resident, the commissioner shall confer with and advise the resident or his creditor and shall endeavor to bring about an amicable arrangement for payment of the resident’s indebtedness without recourse being had to legal proceedings, and for that purpose the commissioner shall inquire into the validity of claims made against the resident and his ability to pay his just debts, either presently or in the future, and shall endeavour to effect an agreement between the resident and his creditors to provide for the settlement of the resident’s debts, either in full or by a composition.

1928-29, c.53, s.4; 1930, c.162, s.4.

Agreement between resident and commissioner

5(1) Any resident may, by agreement covering a period of not more than five years, and for the purpose specified therein, transfer to the commissioner his growing crop or any crop to be grown by him during the currency of the agreement, as well as his live stock and any other chattels of which he is or may become possessed, or any interest which he has or will have therein.

(2) Such agreement shall be in form A in the schedule hereto and shall be signed by the resident in the presence of a subscribing witness and accompanied by an affidavit of execution (form B.)

(3) Every agreement shall be deemed to be a bill of sale evidencing a mortgage of chattels for the purposes of *The Bills of Sale Act*, and shall be registered, along with the affidavit of execution mentioned in subsection (2) and the assent of creditors mentioned in section 6, within thirty days from the last date upon which the said assent is executed. No affidavit of *bona fides* shall be necessary.

(4) An agreement may be cancelled within one month after the end of any calendar year by written notice by the debtor to the commissioner, or by the commissioner to the debtor sent by registered mail to his last known place of abode, but such cancellation shall not affect any crop already grown.

(5) When an agreement has been cancelled, the commissioner shall file, in the office in which the same is registered, a certificate of cancellation which shall have the same effect as the filing of a certificate of discharge of a bill of sale evidencing a mortgage of chattels.

1928-29, c.53, s.5; 1930, c.162, s.5.

Duties of commissioner

6 The commissioner shall use all reasonable diligence to ascertain the creditors of the resident, and, if the agreement is assented to in writing (form C) by all the known creditors, the commissioner shall proceed to execute the powers conferred by the agreement.

1928-29, c.53, s.6; 1930, c.162, s.6.

Transfer binding on creditors

7 Every agreement so assented to shall, from the date of its registration, be valid and effectual and binding upon the debtor and his assenting creditors, and after the time of such registration no assenting creditor and no person who becomes a creditor shall, without the consent of the commissioner, commence any action or proceeding, either in court or extrajudicial, which may lead to the seizure or sale of, and no person shall, without such consent, purchase or receive, the crop or interest transferred, or any part thereof, or any of the debtor's chattels.

1928-29, c.53, s.7; 1930, c.162, s.7.

Disposal of chattels prohibited

8(1) During the currency of an agreement made under section 5 the debtor shall not sell or otherwise dispose of any live stock or chattels except with the written consent of the commissioner, and the proceeds of any such sale shall be paid to the commissioner and disbursed in accordance with the provisions of section 10.

(2) Any debtor who violates the provisions of subsection (1) shall be guilty of an offence and liable on summary conviction to a penalty of not less than \$25 and not exceeding \$250.

1928-29, c.53, s.8; 1930, c.162, s.8.

Prohibition against incurring further debts

9 No debts incurred by a debtor after the registration of an agreement, without the consent in writing of the commissioner, shall rank in any distribution of moneys under section 10.

1928-29, c.53, s.9; 1930, c.162, s.9.

Application of proceeds of sale of crop

10(1) The commissioner shall apply the proceeds of sale of any crop or interest therein in payment of:

- (a) any expenses incurred by him in connection with the sowing, production, cutting or threshing of the crop;
- (b) the expenses of marketing the crop;
- (c) taxes on the lands upon which the crops of the debtor are grown
- (d) the reasonable living expenses of the debtor and his dependants;
- (e) the claims of the creditors on a pro rata basis, or on such other basis as may be agreed upon.

(2) Any balance finally remaining after making such payments shall be paid to the debtor.

1928-29, c.53, s.10; 1930, c.162, s.10.

Power of summon witnesses

11 For the purpose of carrying out the provisions of this Act and any regulations made thereunder, the commissioner may summon witnesses before him and require them to give evidence on oath, orally, or in writing, or on solemn affirmation, if they are persons entitled to affirm in civil matters, and to produce such documents and things as he may deem requisite.

1928-29, c.53, s.11; 1930, c.162, s.11.

Regulations

12 The Lieutenant Governor in Council may make regulations for the purpose of carrying out the provisions of this Act according to their true intent.

1928-29, c.53, s.12; 1930, c.162, s.12.

SCHEDULE

FORM A

[Section 5 (2)]

AGREEMENT

I _____, the undersigned, in consideration of the premises, do hereby assign, transfer and set over unto _____ The Debt Adjustment Commissioner, Department of Agriculture, Regina, Saskatchewan, all the crops of the years _____ of every kind and description in the province, whether growing or to be grown, and all live stock and other chattels, owned or to be owned by me or in which I have or may have any share or interest whatsoever, with full power and authority to the said commissioner, in his sole discretion, to take full possession of all the said crops, live stock and other chattels and the proceeds thereof, to hold, sell and dispose of the same, if, when and as the said commissioner may deem proper and advisable and after deducting all proper charges and expenses in connection therewith, to apply such proceeds in payment of my debts and liabilities in accordance with the provisions of *The Debt Adjustment Act*, the balance, if any, to be paid to me; and I agree to obey all the written orders of the said commissioner with respect to the sowing, production, cutting and threshing of any crop growing or to be grown.

In witness whereof I have hereunto subscribed my name this _____ day of _____ 19____.

Signed by the said _____ } _____
 in the presence of _____ } of P.O. in the Province of Saskatchewan, Farmer.

FORM B
[Section 5 (2)]
AFFIDAVIT OF EXECUTION

Province of Saskatchewan,
To wit:

I _____, of _____
(address and occupation)

make oath and say:

1. That I was personally present and did see _____ named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.

Sworn before me at _____ in the Province of Saskatchewan this ___ day of _____ 19 __ .	}	_____ Signature.
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FORM C
[Section 6]
ASSENT OF CREDITORS

In the matter of *The Debt Adjustment Act* and the agreement executed by _____ of _____ farmer (a debtor within the meaning of the Act) transferring his crops, live stock and other chattels and the proceeds thereof to the Debt Adjustment Commissioner, Department of Agriculture of the Province of Saskatchewan, we the undersigned creditors of the said _____ hereby approve of the said transfer and agree to the following basis of distribution of the proceeds of the crops growing or to be grown by or on behalf of the said _____ during the years _____ and of the proceeds of any live stock or other chattels of the said _____ which may be disposed of during the currency of the said agreement, namely:

In witness whereof we have hereunto subscribed our names on the several dates indicated.

Date	Signature of Creditors	Witness
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