



ORDINANCES
OF THE
GOVERNMENT OF YUKON

PASSED BY THE YUKON COUNCIL
IN THE YEAR
1980

BEING THE SECOND SITTING OF THE THIRD SESSION
OF THE TWENTY - FOURTH COUNCIL
OCTOBER 14 - NOVEMBER 13, 1980

D. BELL COMMISSIONER

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ORDINANCES OF THE YUKON TERRITORY

1980 Second Sitting

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Note:

The following Bills are still on the Order Paper:

- Bill #1 - An Ordinance to Perpetuate a Certain Ancient Right
- Bill #5 - An Ordinance to Amend the Electrical Public Utilities Ordinance
- Bill #54 - Petty Trespass Ordinance

Private Members' Public Bill:

- Bill #102 - An Ordinance to Amend the Public Service Commission Ordinance
- Bill #103 - Children's Advocacy Ordinance

The 1980 Second Sitting of the Third Session of the Twenty-fourth Council was adjourned on November 13, 1980.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 1

AN ORDINANCE TO AMEND THE
COMMUNITY ASSISTANCE ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) Subsections 75.1(6) and (7) of the
Community Assistance Ordinance are
repealed.

- 2(1) This Ordinance comes into force on a day
to be fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 2

AN ORDINANCE TO AMEND THE
COMPANIES ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) Subsection 17(1) of the Companies Ordinance is amended by striking out the expression "is carrying on business or".
- 2(1) Paragraph 95(1)(c) of the Ordinance is amended by striking out the expression "in the prescribed form".
- 3(1) The Ordinance is amended by adding, immediately after section 122, the following new section:
- Waiver of appointment "122.1(1) Subject to subsection (3) and subsection 122(2), if all of the members of a private company consent in writing to a resolution waiving the appointment of an auditor, the company is not required to appoint an auditor.
- Duration of waiver (2) No resolution under subsection (1) is effective for more than one financial year.
- Subsidiary (3) Subsection (1) does not apply to a company that is a subsidiary unless
- (a) the members of its holding company have waived the appointment of an auditor for the holding company, or
- (b) the waiver of the appointment

of an auditor is approved
in writing by the Registrar."

- 4(1) Section 123 of the Ordinance is amended by adding immediately after subsection (4), the following new subsection:
- Exception "(5) Where the appointment of an auditor has been waived under section 122.1 and an auditor has not been appointed, subsections (3) and (4) continue to apply, with the necessary changes, with the omission of the references to the auditor's report."
- 5(1) Section 327 of the Ordinance is repealed and the following is substituted for it:
- Prohibited names "327(1) No person other than a corporation entitled or required to use
- (a) the words "limited", "limitee", "limited liability", "incorporated", "incorporee", "corporation" or "non-personal liability", or
 - (b) the abbreviation of any of the words referred to in paragraph (a),
- shall use within the Territory any name or title of which any of those words or abbreviations is a part.
- "corporation" (2) For the purposes of subsection (1), "corporation" includes a company, extra-territorial company, body corporate, association, or society, however and wherever incorporated.

Offence

- (3) Every person who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine of not more than \$25 for each day in which a contravention occurs."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 3

AN ORDINANCE TO AMEND THE
COMPENSATION FOR VICTIMS OF CRIME ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- 1(1) Subsection 2(1) of the Compensation for Victims of Crime Ordinance is amended by adding immediately before the definition of "child", the following new definition:
- "Board" means the Workers' Compensation Board established under the Workers' Compensation Ordinance,".
- 2(1) The Ordinance is amended
- (a) by striking out the expressions "a judge" and "the judge" wherever they appear and substituting for them the expression "the Board", and
- (b) in order to perfect the amendment made in paragraph (a), by striking out the pronouns "he" and "his" wherever their antecedents are the word "judge", and substituting for them the pronouns "it" and "its", respectively.
- 3(1) The Ordinance is amended by adding, immediately after section 2, the following new section:
- Board meetings
- "2.1(1) The Board shall sit at such times as the performance of its duties and the exercise of its powers under this Ordinance may require.
- Workers' Compensation Ordinance
- (2) Sections 10 and 10.1 of the Workers' Compensation Ordinance

apply, mutatis mutandis, to and in respect of the Board in relation to the performance of its duties and the exercise of its powers under this Ordinance, except to the extent of any inconsistency between those sections and the provisions of this Ordinance."

4(1) Subsection 3(5) of the Ordinance is amended by striking out the expression "Clerk of the Supreme Court" and substituting for it the word "Commissioner".

(2) Subsection 3(7) of the Ordinance is amended by striking out the expression "the Clerk shall bring it before the judge for his attention and the judge shall" and substituting for it the expression "the Commissioner shall refer it to the Board and the Board shall".

5(1) Subsection 7(1) of the Ordinance is repealed and the following is substituted for it:

Hearing
and
notice

"7(1) Where a claim for compensation under this Ordinance is made, the Board shall fix a time and place for the hearing of the claim and shall, at least ten days before the date fixed, cause notice of the hearing to be given

- (a) to the applicant,
- (b) if the victim has died, to the Public Administrator,
- (c) to the person whose act or omission was, or is alleged to be, responsible for the occurrence, and
- (d) to any other person who appears to the Board to have an interest in the matter."

6(1) Paragraph 8(1) (a) of the Ordinance is repealed and the following is substituted for it:

"(a) is an infant, the application may be made on his behalf by his parent or guardian, by the Public Administrator, or by such other person as the Board may direct, or".

7(1) Subsection 23(1) of the Ordinance is repealed and the following is substituted for it:

Amount
of award

"23(1) The amount of an award of compensation made by the Board in respect of one victim shall not exceed
(a) \$15,000, where the award consists entirely of a lump sum payment, or
(b) \$25,000, where the award consists entirely of periodic payments or consists of both periodic payments and a lump sum payment.

Multiple
awards

(1.1) Subject to subsection (1), where awards of compensation are made by the Board in respect of more than one victim in relation to a single occurrence, the aggregate of all the amounts awarded shall not exceed \$125,000 and shall not consist of more than \$75,000 in lump sum payments.

Periodic
payments

(1.2) An award of periodic payments shall not provide for the payment of more than \$500 per month in respect of a victim."

8(1) Section 26 of the Ordinance is amended by striking out the expression "subsections (2), (3) and (4)" and substituting for it the expression "this section, section 26.1 and section 26.2".

8.1(1) Subsection 21(1) of the Ordinance is repealed and the following is substituted for it:

"21(1) Subject to subsection (19), a decision of the Board is final except that an appeal lies in the Court from any decision of the Board on a question of law."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 4

AN ORDINANCE TO AMEND THE
COOPERATIVE ASSOCIATIONS ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

1(1) Section 8 of the Cooperative Associations Ordinance is repealed and the following is substituted for it:

"8(1) The association shall not be incorporated by a name of which the Registrar disapproves for any reason.

(2) The association shall not be incorporated by a name

- (a) that is identical with the name by which a company, society, partnership, sole proprietorship or association in existence is incorporated or registered in the Territory, or
- (b) that so nearly resembles a name referred to in paragraph (a) as, in the opinion of the Registrar, to be calculated to deceive, unless the company, society, partnership, sole proprietorship or association
- (c) consents in writing to the use of the name, and
- (d) is in the course of being dissolved or has ceased to carry on business."

2(1) Subsection 28(1) of the Ordinance is amended

- (a) by striking out the word "When" and substituting for it the expression "Where an association has failed for any period of two years to send to or file with the Registrar any document required to be sent to or filed with the Registrar under this Ordinance, or where", and
 - (b) by striking out the expression "is in operation" and substituting for it the expression "is in operation, or notifying it of the default, as the case may be".
- (2) Subsection 28(2) of the Ordinance is repealed and the following is substituted for it:
- "(2) If within two months of sending the letter referred to in subsection (1) the Registrar has not received an answer or the default is not rectified, the Registrar may, within 14 days after the expiration of the two-month period, send by registered mail a letter referring to the first letter and stating that
- (a) no answer has been received, or that the default has not been rectified, as the case may be, and
 - (b) if no answer to the second letter is received within two months of the sending of the second letter or the default is not rectified in that time, a notice will be published in such a manner as he deems necessary with a view to striking the name of the association off the register."

(3) Subsection 28(3) of the Ordinance is amended by striking out the expression "receive an answer thereto," and substituting for it the expression "receive an answer to it or the default is not rectified in that time,".

3(1) Section 30 of the Ordinance is amended by adding immediately after subsection (1), the following new subsections:
"(1.1) Subject to subsections (1.2) and (4.2), and notwithstanding subsection (1), where an association by extraordinary resolution waives the appointment of an auditor, the association is not required to appoint an auditor."

(2) Subsection 30(2) of the Ordinance is amended by adding at the end of the subsection the expression "unless the appointment of an auditor has been waived under subsection (1.1) and an auditor has not been appointed".

(3) Subsection 30(3) of the Ordinance is amended by striking out the expression "certified by the auditors" and substituting for it the expression "signed by at least two of the directors of the association".

(4) Subsection 30(4) of the Ordinance is amended by striking out the expression "auditor's annual" and substituting for it the word "financial".

(5) Section 30 of the Ordinance is amended by adding, immediately after subsection (4), the following new subsections:
"(4.1) Where the appointment of an auditor has not been waived under subsection (1.1), the financial statements referred

to in subsections (3) and (4)
shall be certified by the
auditors.

(4.2) Where an appointment of an
auditor is not made under
subsection (1), the Commissioner
may on the application of any
member of the association,
appoint an auditor for the
association for the current
year and fix his remuneration."

4(1) The Ordinance is amended by adding,
immediately after section 30, the following
new section:

"30.1(1) The Registrar may, where he is
of the opinion that any document
submitted to him
(a) contains matter contrary
to law,
(b) by reason of any omission
or mis-description, has
not been duly completed,
(c) does not comply with the
requirements of this
Ordinance, or
(d) contains any error,
alteration or erasure,
refuse to receive or register
the document and request that
the document be appropriately
amended or completed and re-
submitted, or that a new
document be submitted in its
place.

(2) Every document required by
this Ordinance to be filed or
registered with the Registrar
(a) shall be in typed or
printed form, and, in the
opinion of the Registrar,
legible and sufficiently
permanent for his records,
and

- (b) shall be in the English language, or accompanied by a notarially certified English translation of it."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 5

AN ORDINANCE TO AMEND THE
DEFAMATION ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

1(1) The Defamation Ordinance is amended by
adding, immediately after section 8, the
following new section:

Opinions
of others

"8.1(1) Where the defendant published
alleged defamatory matter that
is an opinion expressed by
another person, a defence of
fair comment shall not fail
for the reason only that the
defendant did not hold the
opinion if,
(a) the defendant did not
know that the person
expressing the opinion
did not hold the opinion,
and
(b) a person could honestly
hold the opinion.

Inquiry not
necessary

(2) For the purpose of this section,
the defendant is not under a
duty to inquire into whether
the person expressing the
opinion does or does not hold
the opinion."

Note: This Ordinance is based on a model Act
recommended by the Uniform Law Conference
of Canada.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 6

DEPENDANTS' RELIEF ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) In this Ordinance
- "child" "child" includes
- (a) a child of the deceased en ventre sa mere at the date of the deceased's death, or
 - (b) an illegitimate child of the deceased;
- "deceased" "deceased" means a testator or a person dying intestate,
- "dependant" "dependant" means:
- (a) the widow or widower of the deceased;
 - (b) a child of the deceased who is under the age of 16 years at the time of the deceased's death;
 - (c) a child of the deceased who is 16 years of age or over at the time of the deceased's death and unable by reason of mental or physical disability to earn a livelihood;
 - (d) a grandparent, parent or descendant of the deceased who, for a period of at least three years immediately prior to the date of the death of the deceased, was dependent upon him for maintenance and support;
 - (e) a person divorced from the deceased who, for a period of

at least three years immediately prior to the date of death of the deceased, was dependent upon the deceased for maintenance and support; or

- (f) a person of the opposite sex to the deceased not legally married to the deceased who, for a period of at least three years immediately prior to the date of the death of the deceased, lived and cohabited with the deceased as the spouse of the deceased and was dependent upon the deceased for maintenance and support;

"letters probate"

"letters probate" and "letters of administration" include letters probate, letters of administration or other legal documents purporting to be of the same legal nature granted by a court in another jurisdiction and resealed in the Territory; and

"order"

"order" includes a suspensory order.

Order for support

2(1)

Where a deceased has not made adequate provision for the proper maintenance and support of his dependants or any of them, the Court, on application by or on behalf of the dependants or any of them, may order that such provision as it considers adequate be made out of the estate of the deceased for the proper maintenance and support of the dependants or any of them.

Suspensory order

3(1)

The Court, on application by or on behalf of the dependants or any of them, may make a suspensory order suspending in whole or in part the administration of the deceased's estate, for such time and to such extent as the Court may decide.

Others who
could apply

4(1) Where an application for an order under section 2 is made by or on behalf of a dependant, it may be dealt with by the Court as, and in so far as the question of limitation is concerned, it shall be deemed to be, an application on behalf of all persons who might apply.

Powers
of
Court

5(1) The Court, upon the hearing of an application under this Ordinance, may

- (a) inquire into and consider all matters that it considers should be fairly taken into account in deciding upon the application,
- (b) in addition to the evidence adduced by the parties appearing, direct such other evidence to be given as it considers necessary or proper,
- (c) accept such evidence as it considers proper of the deceased's reasons, so far as ascertainable,
 - (i) for making the dispositions made by his will, or
 - (ii) for not making adequate provision for a dependant,including any statement in writing signed by the deceased, and
- (d) refuse to make an order in favour of any dependant whose character or conduct is such as, in the opinion of the Court, disentitles the dependant to the benefit of an order under this Ordinance.

Weight of
statements

(2) In estimating the weight to be given to a statement referred to in paragraph (1)(c), the Court shall have regard to all the circumstances from which any inference can reasonably be drawn as to the accuracy or otherwise of the statement.

Conditional
order

6(1) The Court, in any order making provision for maintenance and support of a dependant, may impose such conditions and restrictions as it considers fit.

- Payment or transfer (2) Provision may be made out of income or capital or both and may be made in one or more of the following ways, as the Court deems fit:
- (a) an amount payable annually or otherwise;
 - (b) a lump sum to be paid or held in trust; and
 - (c) any specified property to be transferred or assigned, absolutely or in trust or for life, or for a term of years to or for the benefit of the dependant.
- Powers of Court (3) Where a transfer or assignment of property is ordered, the Court may
- (a) give all necessary directions for the execution of the transfer or assignment by the executor or administrator or such other person as the Court may direct, or
 - (b) grant a vesting order.
- Subsequent proceedings 7(1) Where an order has been made under this Ordinance, the Court at any subsequent date may
- (a) inquire whether the dependant benefited by the order has become entitled to the benefit of any other provision for his proper maintenance or support,
 - (b) inquire into the adequacy of the provision ordered, and
 - (c) discharge vary or suspend the order, or make such other order as it considers fit in the circumstances.
- Additional powers 8(1) The Court at any time may
- (a) fix a periodic payment or lump sum to be paid by a legatee, devisee or a beneficiary under an intestacy to represent, or in commutation of, such proportion of the sum ordered to be paid as falls upon the portion

- of the estate in which he is interested,
- (b) relieve such portion of the estate from further liability, and
- (c) direct
 - (i) the manner in which such periodic payment is to be secured, or
 - (ii) to whom such lump sum is to be paid and the manner in which it is to be dealt with for the benefit of the person to whom the commuted payment is payable.

Stay of distribution	9(1)	Where an application is made and notice of it is served on the executor, administrator or trustee of the estate of the deceased, he shall not, after service of the notice upon him, unless all persons entitled to apply consent or the Court otherwise orders, proceed with the distribution of the estate until the Court has disposed of the application.
Exception	(2)	Nothing in this Ordinance prevents an executor, administrator or trustee from making reasonable advances for maintenance and support to dependants who are beneficiaries.
Liability	(3)	Where an executor, administrator or trustee distributes any portion of the estate in violation of subsection (1), if any provision for maintenance and support is ordered by the Court to be made out of the estate, the executor, administrator or trustee is personally liable to pay the amount of the distribution to the extent that such provision or any part thereof ought, pursuant to the order or this Ordinance, to be made out of the proportion of the estate distributed.
Incidence of order	10(1)	Subject to subsection (2), the incidence of any provision for maintenance and

support ordered falls rateably upon that part of the deceased's estate to which the jurisdiction of the Court extends.

Exception	(2)	The Court may order that the provision for maintenance and support be made out of and charged against the whole or any portion of the estate in such proportion and in such manner as to it seems proper.
Priority of order	11(1)	<p>For the purpose of enactments relating to succession duties and gift taxes, where an order, other than an order under section 21, is made under this Ordinance in respect of</p> <p>(a) a deceased who died leaving a will, the will of the testator shall be considered to have had effect from the date of the deceased's death as if it had been executed with such variations as are necessary to give effect to the order, or</p> <p>(b) a deceased who died intestate, the provisions of the <u>Intestate Succession Ordinance</u> applicable to the distribution of the intestate's estate shall be construed as having been amended in the manner and to the extent the order alters the operation of those provisions.</p>
Ancillary powers	12(1)	The Court may give such further directions as it considers necessary for the purpose of giving effect to an order.
Filing of order	13(1)	A certified copy of every order made under this Ordinance, other than an order made under section 21, shall be filed with the clerk of the Court.
Endorsement of letters	(2)	A memorandum of the order shall be endorsed on or annexed to the copy in the custody of the clerk of the letters probate or letters of administration, as the case may be.

Limitation period	14(1)	Subject to subsection (2), no application for an order under section 2 may be made except within six months from the grant of letters probate of the will or of letters of administration.
Exception	(2)	The Court, if it considers it just, may allow an application to be made at any time as to any portion of the estate remaining undistributed at the date of the application.
Devise under contract	15(1)	Where a deceased (a) has, in his lifetime, bona fide and for valuable consideration, entered into a contract to devise and bequeath any property real or personal, and (b) has by his will devised and bequeathed that property in accordance with the provisions of the contract, the property is not liable to the provisions of an order made under this Ordinance except to the extent that the value of the property in the opinion of the Court exceeds the consideration received by the deceased therefor.
Assignment of benefit	16(1)	Where provision for the maintenance and support of a dependant is ordered pursuant to this Ordinance, a mortgage, charge or assignment of or with respect to such provision, made before the order of the Court making such provision is entered, is invalid.
Waiver of benefit	17(1)	Any agreement by or on behalf of a dependant that this Ordinance does not apply or that any benefit or remedy provided by this Ordinance is not to be available is invalid.
Appeal	18(1)	An appeal lies to the Court of Appeal from any order made under this Ordinance.

Enforcement	19(1)	A direction or order made under this Ordinance, other than an order under section 21, may be enforced against the estate of the deceased in the same way and by the same means as any other judgment or order of the Court against the estate may be enforced.
Ancillary powers	(2)	The Court may make such order or direction or interim order or direction as may be necessary to secure to the dependant out of the estate the benefit to which he is found entitled.
Transactions before death	20(1)	<p>Subject to section 15, for the purpose of this Ordinance, the capital value of the following transactions effected by a deceased before his death, whether benefiting his dependant or any other person, shall be included as testamentary dispositions as of the date of the death of the deceased and shall be considered to be part of his net estate for purposes of ascertaining the value of his estate:</p> <ul style="list-style-type: none">(a) gifts mortis causa;(b) money deposited, together with interest thereon, in an account in the name of the deceased in trust for another or others with any chartered bank, savings office, credit union or trust company, and remaining on deposit at the date of the death of the deceased;(c) money deposited, together with interest thereon, in an account in the name of the deceased and another person or persons and payable on death pursuant to the terms of the deposit or by operation of law to the survivor or survivors of those persons with any chartered bank, savings office, credit union or trust company, and remaining on deposit at the date of the death of the deceased;

- (d) any disposition of property made by a deceased whereby property is held at the date of his death by the deceased and another as joint tenants with right of survivorship or as tenants by the entirety;
- (e) any disposition of property made by the deceased in trust or otherwise, to the extent that the deceased at the date of his death retained, either alone or in conjunction with another person or persons by the express provisions of the disposing instrument, a power to revoke such disposition, or a power to consume, invoke or dispose of the principal thereof but the provisions of this paragraph do not affect the right of any income beneficiary to the income accrued and undistributed at the date of the death of the deceased; and
- (f) any amount payable under a policy of insurance effected on the life of the deceased and owned by him.

Joint interests

- (2) The capital value of the transactions referred to in paragraphs (1)(b), (c) and (d) shall be considered to be included in the net estate of the deceased to the extent that the funds on deposit were the property of the deceased immediately before the deposit of the consideration for the property held as joint tenants or as tenants by the entirety was furnished by the deceased.

Burden of proof

- (3) Dependants claiming under this Ordinance have the burden of establishing that the funds or property, or any portion thereof, belonged to the deceased.

Burden of proof

- (4) Where the other party to a transaction described in paragraphs (1)(c) or (d) is

a dependant, such dependant shall have the burden of establishing the amount of his contribution, if any.

- | | | |
|------------------------|-------|---|
| Payment without notice | (5) | This section does not prohibit any corporation or person from paying or transferring any funds or property, or any portion thereof, to any person otherwise entitled thereto unless there has been personally served on such corporation or person a certified copy of a suspensory order made under section 3 enjoining such payment or transfer. |
| Defence | (6) | Personal service upon the corporation or person holding any such fund or property of a certified copy of such suspensory order is a defence to any action or proceeding brought against the corporation or person with respect to the fund or property during the period such order is in force and effect. |
| Creditors' rights | (7) | This section does not affect the rights of creditors of the deceased in any transaction with respect to which a creditor has rights. |
| Charging of gifts | 21(1) | Where, upon an application for an order under section 2, it appears to the Court that
(a) the deceased has within one year prior to his death made an unreasonably large disposition of real or personal property
(i) as an immediate gift inter vivos, whether by transfer, delivery, declaration of revocable or irrevocable trust or otherwise, or
(ii) the value of which at the date of the disposition exceeded the consideration received by the deceased therefor, and |

- (b) there are insufficient assets in the estate of the deceased to provide adequate maintenance and support for the dependants or any of them,

the Court may, subject to subsection (2), order that any person who benefited, or who will benefit, by the disposition pay to the executor, administrator or trustee of the estate of the deceased or to the dependants or any of them, as the Court may direct, such amount as the Court considers adequate for the proper maintenance and support of the dependants or any of them.

Amount to be paid

- (2) The amount that a person may be ordered to pay under subsection (1) shall be determined in accordance with the following rules:

- (a) no person to whom property was disposed of is liable to contribute more than an amount equal to the extent to which the disposition was unreasonably large;
- (b) if the deceased made several dispositions of property that were unreasonably large, no person to whom property was disposed of shall be ordered to pay more than his pro rata share based on the extent to which the disposition was unreasonably large;
- (c) the Court shall consider the injurious effect on a person to whom property was disposed of from an order to pay in view of any circumstances occurring between the date of the disposition of the property and the date on which the transferee received notice of the application under section 2;
- (d) if the person to whom the property was disposed of has retained the property, he is not liable to

contribute more than the value of his beneficial interest in the property;

- (e) if the person to whom property was disposed of has disposed of or exchanged the property in whole or in part, he is not liable to contribute more than the combined value of any remaining original property and any remaining proceeds or substituted property; and
- (f) for the purposes of paragraphs (d) and (e) "value" is the fair market value as at the date of the application under section 2.

Gifts
affected

(3) In determining whether a disposition of property is a disposition of an unreasonably large amount of property within the meaning of subsection (1), the Court shall consider

- (a) the ratio of value of the property disposed of to the value of the property determined under this Ordinance to comprise the estate of the deceased at the time of his death,
- (b) the aggregate value of any property disposed of under prior and simultaneous dispositions, and for this purpose the Court shall consider all dispositions drawn to its attention whether made prior or subsequent to one year prior to the death of the deceased,
- (c) any moral or legal obligation of the deceased to make the disposition,
- (d) the amount, in money or moneys worth, of any consideration paid by the person to whom the property was disposed, and
- (e) any other circumstance that the Court considers relevant.

Commissioner

22(1)

The Commissioner is bound by this Ordinance.

- 23(1) The Dependants' Relief Ordinance is repealed.
- (2) Notwithstanding section 14, where a grant of letters probate or letters of administration is made before this Ordinance comes into force, an application under section 2 may be made before the earlier of
- (a) the expiration of six months after this Ordinance comes into force, and
 - (b) the expiration of one year after the grant is made.
- 24(1) This Ordinance comes into force on a day to be fixed by the Commissioner.

NOTE: This Ordinance is based on a model Act recommended by the Uniform Law Conference of Canada.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 7

AN ORDINANCE TO AMEND THE ELECTIONS ORDINANCE, 1977
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- 1(1) The Elections Ordinance, 1977, is amended by striking out the expressions "Yukon Territorial Council" and "Territorial Council" wherever they appear and substituting for them in each case the expression "Council".
- 2(1) Subsection 2(1) of the Ordinance is amended by striking out the definition of "election expenses".
- (2) The definition of "registered political party" in subsection 2(1) of the Ordinance is repealed and the following is substituted for it:
"registered political party" means a political party registered under section 31.1;".
- 3(1) Subsection 11(1) of the Ordinance is repealed and the following is substituted for it:
"11(1) The Board shall cause to be published, in the prescribed manner,
 - (a) the name and address of every person appointed as Administrator, returning officer or assistant returning officer under this Ordinance, and
 - (b) for each returning officer and assistant returning officer, the name of the electoral district in respect of which he has been appointed."
- (2) Section 11 of the Ordinance is amended by adding the following new subsection:

- "(2) Every returning officer and assistant returning officer is ex officio a notary public."
- 4(1) Subsection 12(1) of the Ordinance is amended
- (a) by striking out the expression "returning officer or assistant returning officer" and substituting for it the expression "person who is actually or prospectively a returning officer or assistant returning officer", and
 - (b) by adding, immediately after the word "responsibilities", the expression "that are or may be".
- (2) Subsection 12(2) of the Ordinance is repealed and the following is substituted for it:
- "(2) In respect of attendance provided for in subsection (1), a person is entitled to receive remuneration and reimbursement of expenses at the rate fixed under section 13 for returning officers or assistant returning officers, as the case may be."
- 5(1) Subsection 15(2) of the Ordinance is amended by striking out the expression "on a date" and substituting for it the expression "on or before a date".
- 6(1) Paragraphs 18(2)(c), (d) and (e) of the Ordinance are repealed and the following new paragraphs are substituted for them:
- "(c) every person who, by reason of being deprived of his liberty of movement, while awaiting trial, appeal or sentencing or while undergoing punishment for the commission of an offence, is unable to attend at a polling station to vote; and
 - (d) every person who, by reason of mental disorder, has been deprived of his liberty of movement and is therefore unable to attend at a polling station to vote, or who, by reason of mental disorder, has been deprived of the management of his property."

- 7(1) Subsection 20(3) of the Ordinance is repealed.
- 8(1) Subsection 21(6) of the Ordinance is amended
 (a) by striking out the expression "three copies"
 and substituting for it the expression "one
 copy", and
 (b) by striking out the expression "each in a
 different" and substituting for it the
 expression "in a".
- 9(1) Subsection 22(1) of the Ordinance is amended by
 striking out the expression "unless otherwise
 authorized by the Board pursuant to subsection
 1.1", and by striking out the expression "two
 persons" and substituting for it the expression
 "one or two persons".
- (2) Subsection 22(1.1) of the Ordinance is repealed and
 the following is substituted for it:
 "(1.1) Where only one person is appointed under
 subsection (1) to enumerate the electors
 in any polling division, the returning
 officer for the polling division shall
 forthwith report the fact to the Board."
- (3) Subsection 22(2) of the Ordinance is amended by
 striking out the expression "or (1.1)".
- (4) Paragraphs 22(7)(a) and (14)(b) and subsection
 22(16) of the Ordinance are amended by striking out
 the expression "given names" and substituting for
 it the word "initials".
- (5) Subsection 22(8) of the Ordinance is amended by
 striking out the expression "an application for a
 proxy certificate" and substituting for it the
 expression "a proxy application".
- (6) Subsection 22(13) of the Ordinance is amended by
 striking out the expression "and applications made
 for proxy certificates".
- (7) Subsection 22(18) of the Ordinance is amended
 (a) by striking out the expression "given names"
 wherever it occurs and substituting for it in
 each case the word "initials", and

- (b) by striking out the word "relationship" and substituting for it the expression "ages in relation".
- (8) Subsection 22(19) of the Ordinance is repealed and the following is substituted for it:
"(19) The surname under which a person is registered on the list prepared under subsection (16) may be whatever name the person commonly uses to identify himself in the polling division."
- (9) Paragraph 22(20)(a) of the Ordinance is amended
(a) by striking out the expression "they were" and substituting for it the expression "he was",
and
(b) by striking out the word "their" and substituting for it the word "his".
- (10) Paragraph 22(20)(b) of the Ordinance is amended
(a) by striking out the word "severally", and
(b) by striking out the expression "both enumerators" and substituting for it the expression "the enumerator".
- (11) Subsection 22(22) of the Ordinance is amended by striking out all of the words following the expression "application to the revising officer" and substituting for them the expression "for revision of the list".
- (12) Subsection 22(23) of the Ordinance is repealed and the following is substituted for it:
"(23) The times and dates endorsed pursuant to subsection (22) shall be seven o'clock to nine o'clock in the afternoon on the 33rd to 35th days after the issuance of the writ, and one o'clock to five o'clock in the afternoon on the 36th day."
- 10(1) Subsection 23(1) of the Ordinance is amended by adding, at the end of the subsection, the expression "and section 22 does not apply in respect of the subsequent plebiscite or by-election".

- (2) Subsection 23(3) of the Ordinance is amended
 - (a) by striking out the expression "enumerators and",
 - (b) by striking out the expression "each enumerator" and substituting for it the word "the", and
 - (c) by striking out the expression "grant certificates".

- 11(1) Subsection 24(1) of the Ordinance is amended by striking out the expression "every electoral district" and substituting for it the expression "each polling division".

- (2) Subsection 24(4) of the Ordinance is amended
 - (a) by striking out the expression "in like manner" and substituting for it the expression "at any time after the posting of the list of electors and before the time fixed for the closing of the list", and
 - (b) by adding, immediately after the expression "is fully satisfied" the expression "on representations made to him by any credible person, verified by a statutory declaration in the prescribed form and by independent inquiry".

- (3) Subsection 24(5) of the Ordinance is amended by striking out the word "address" and substituting for it the expression "name or address".

- 12(1) Subsection 25(1) of the Ordinance is amended by striking out all of the words following the expression "revision of the list".

- (2) Subsection 25(3) of the Ordinance is amended by striking out the word "six" and substituting for it the word "five".

- 13(1) Section 26 of the Ordinance is repealed and the following is substituted for it:
 - "26(1) A deputy returning officer, poll clerk, interpreter or constable may vote at the polling station at which his attendance is required for the performance of his duties notwithstanding that his name is

not on the list of electors for that polling station if he is a qualified voter in the electoral district.

- (2) Where a person votes under subsection (1), the poll clerk shall enter his name and address in the poll book, together with a statement that he has voted under subsection (1)."

14(1) Paragraph 27(1)(d) of the Ordinance is amended by striking out all of the words following the expression "lists of electors".

- (2) Subsection 27(6) of the Ordinance is repealed.

15(1) Subsection 31(3) of the Ordinance is amended by adding, immediately before the word "causing" the word "by".

- (2) Paragraph 31(6)(a) of the Ordinance is amended by striking out all of the words following the expression "Form 3" and substituting for them the expression "and is signed by the witness and by the Justice of the Peace, commissioner of oaths, notary public, peace officer or returning officer before whom the witness made the declaration referred to in subsection (5);".

- (3) Paragraph 31(6)(b) of the Ordinance is amended by striking out the word "occupation".

- (4) Subsection 31(13) of the Ordinance is amended by striking out the expression "If no statement is filed in accordance with subsection (12)" and substituting for it the expression "Where a candidate does not file a statement in accordance with subsection (12), or where a candidate files such a statement and such statements have not been filed in respect of the same registered political party by at least seven other candidates in the election or by at least eight candidates in the immediately preceding general election,".

- (5) Section 31 of the Ordinance is amended by adding, immediately after subsection 15, the following new subsection:
- "(15.1) Forthwith upon the completion of the drawing of lots under subsection (15), the returning officer shall record the results of the draw, and at least two of the witnesses shall verify the results by statutory declaration in the prescribed form."
- (6) Subsection 31(18) of the Ordinance is amended by striking out the word "and", and by striking out paragraph (b).
- (7) Subsection 31(19) of the Ordinance is amended by striking out the expression "with the exception of subsection (15) and subsection (17)".
- 16(1) The Ordinance is amended by adding, immediately after section 31, the following new section:
- "31.1(1) Any organization that has as its primary purpose the promotion of candidates for election to the Council may apply to the Board to be a registered political party.
- (2) An application under subsection (1) shall be made in the prescribed form and shall be subscribed by the signatures of at least 100 members of the organization who are qualified to vote in an election under this Ordinance.
- (3) No organization shall be registered as a political party under this section by a name that is, in the opinion of the Board, likely to cause confusion with another registered political party.
- (4) Notwithstanding subsection 67(2), a copy of all the lists of electors prepared for the immediately preceding general election shall be given to each political party upon its registration, and within six months after every general election,

along with any list of electors prepared for a by-election held since the previous general election."

- 17(1) Subsection 36(1) of the Ordinance is amended by striking out the word "occupation".
- 18(1) Subsection 37(1) of the Ordinance is amended
 (a) by striking out the word "agent" and substituting for it the expression "official agent", and
 (b) in paragraph (b), by striking out the expression "one copy" and substituting for it the expression "three copies".
- 19(1) Subsection 39(1) of the Ordinance is amended by striking out the expression "except subsections (15) and (17)".
- 20(1) Paragraph 40(2)(a) of the Ordinance is amended by striking out the expression "city, town or village" and substituting for it the expression "place in the same electoral district or in another electoral district".
- (2) Section 40 of the Ordinance is amended by adding the following new subsection:
 "(10) A conspicuous sign identifying each polling station shall be placed outside the polling station during the time that the poll is open."
- 21(1) Subsection 41(3) of the Ordinance is amended by adding, at the end of the subsection, the expression "unless he has the prior permission of the Board to do so".
- (2) Section 41 of the Ordinance is amended by adding, immediately after subsection (3), the following new subsection:
 "(3.1) Every deputy returning officer is ex officio a notary public."
- (3) Subsection 41(9) of the Ordinance is amended by striking out the word "appointment" and substituting for it the word "name".

- (4) Subsection 41(13) of the Ordinance is amended by striking out the expression "only if no other suitable person can be found by the returning officer who is willing and able to act and the deputy returning officer shall" and substituting for it the expression "but he shall".
- 22(1) Paragraph 42(1)(a) of the Ordinance is amended by striking out the expression "cause to be made" and substituting for it the word "obtain".
- 23(1) Paragraph 43(2)(a) of the Ordinance is amended by striking out the word "following" and substituting for it the word "preceding".
- (2) Subsection 43(3) of the Ordinance is amended by striking out the word "occupation".
- (3) Subsection 43(4) of the Ordinance is repealed and the following is substituted for it:
 "(4) The ballot paper shall be printed upon paper of the prescribed dimensions, color, weight and quality."
- (4) Subsection 43(6) of the Ordinance is amended by striking out the word "supplied" and substituting for it the word "prepared".
- (5) Subsection 43(8) of the Ordinance is amended by striking out the expression "returning officer" wherever it appears and substituting for it in each case the word "Administrator".
- (6) Section 43 of the Ordinance is amended by adding, immediately after subsection (8), the following new subsection:
 "(8.1) Upon the receipt of ballot papers from the Administrator, the deputy returning officer shall forthwith mail or deliver to the Administrator a receipt in the prescribed form for the number of ballots received."
- 24(1) Paragraph 44(1)(f) of the Ordinance is repealed and the following is substituted for it:

"(f) the list of electors as revised under section 25, together with the revising officer's statement and certificate referred to in subsection 25(3);".

- (2) Subsection 44(2) of the Ordinance is repealed and the following is substituted for it:
- "(2) Until the opening of the poll, each deputy returning officer shall take every precaution for the safekeeping of the blank poll book, official list of electors, envelopes, ballot papers, ballot box and other election supplies, and shall take every precaution to prevent any person from having unlawful access to them."
- (3) Subsection 44(3) of the Ordinance is amended by striking out the word "mail" and substituting for it the expression "mail or deliver".
- 25(1) Subsection 48(1) of the Ordinance is amended by striking out the word "outside" and substituting for it the expression "in or about".
- (2) Subsection 48(10) of the Ordinance is amended by striking out the word "certificate" wherever it occurs and substituting for it in each case the word "application".
- 26(1) Subsections 49(2) and (3) of the Ordinance are repealed and the following new subsection is substituted for them:
- "(2) Except as provided by section 55.1, a person shall not be allowed to vote if his name does not appear on the official list of electors."
- (2) Subsection 49(5) of the Ordinance is amended by adding, at the beginning of the subsection, the expression "Except as provided by section 55".
- 27(1) Subsection 53(1) of the Ordinance is amended by striking out the expression "officer, clerk"

wherever it appears and substituting for it in each case the expression "election officer".

- (2) Subsection 53(2) of the Ordinance is amended by striking out the expression "except when unable to vote in the manner prescribed by this Ordinance on account of inability to read, blindness or other physical incapacity".
- 28(1) Subsection 54(2) of the Ordinance is amended by striking out the expression "and where".
 - (2) Subsection 54(16) of the Ordinance is amended
 - (a) by striking out the word "and" where it appears in paragraph (a), and
 - (b) by adding, immediately after paragraph (a) the following new paragraph:
 - "(a.1) will mark the ballot in accordance with the wishes of the elector, and".
 - (3) Subsection 54(17) of the Ordinance is amended by striking out the expression "deputy returning officer" and substituting for it the expression "poll clerk".
- 29(1) Subsections 55(2) to (9) of the Ordinance are repealed and the following new subsections are substituted for them:
 - "(2) A proxy application shall be verified by statutory declaration in the prescribed form.
 - (3) Where an elector has made a proxy application, he may withdraw the application by mailing or delivering a statement in the prescribed form to the returning officer for his electoral district, but the withdrawal is of no effect if it is not received by the returning officer before polling day.
 - (4) Notwithstanding subsection 49(5), but subject to the other provisions of this Ordinance, a proxy voter is entitled to vote at the election for and in the place

of the elector who appointed him where,
on the ordinary polling day, the proxy
voter

- (a) delivers to the deputy returning officer of the polling division in which he and the elector who appointed him to be his proxy voter are qualified to vote, a proxy application under this section, and
- (b) verifies by statutory declaration made before the deputy returning officer that he has not already voted in the election as a proxy voter, and that, to the best of his knowledge, the elector who appointed him is entitled to appoint a proxy voter under subsection (1).

(5) Where a proxy voter is allowed to vote at an election as provided under subsection (4),

- (a) the poll clerk shall enter in the poll book opposite the elector's name, in addition to any other required entry, the fact that the elector voted by proxy, together with the name of the proxy voter, and
- (b) the deputy returning officer shall retain the proxy application and, in accordance with subsection 59(16), transmit it to the returning officer."

(2) Subsection 55(11) of the Ordinance is amended

- (a) in paragraph (c), by striking out the expression "had the appointment cancelled" and substituting for it the expression "withdrawn the appointment",
- (b) by striking out paragraph (e), and
- (c) in paragraph (f), by striking out the expression "applies for a proxy certificate" and substituting for it the expression "makes a proxy application".

- 30(1) The Ordinance is amended by adding, immediately after section 55, the following new section:
- "55.1(1) A person whose name does not appear on the official list of electors is entitled to vote at the election where, on the ordinary polling day,
- (a) he verifies by statutory declaration in the prescribed form before the deputy returning officer of the polling division in which he is a resident that he is qualified under section 18 as an elector in that polling division and that he has not already voted in the election,
 - (b) an elector whose name is on the official list of electors in that polling division verifies by statutory declaration in the prescribed form before the deputy returning officer that the elector whose name does not appear on the list is qualified under section 18 as an elector in that polling division, and
 - (c) the deputy returning officer is satisfied that he is qualified under section 18 as an elector to vote in that polling division.
- (2) Where a person is allowed to vote at an election as provided under subsection (1),
- (a) the poll clerk shall enter in the poll book the name of the elector and, in addition to any other entry, the fact that he was allowed to vote under subsection (1), and
 - (b) the deputy returning officer shall, in accordance with subsection 59(16), transmit the statutory declarations referred to in subsection (1) to the returning officer."

31(1) Subsections 56(1), (2) and (5) of the Ordinance are amended by striking out the word "three" wherever

it occurs and substituting for it in each case the word "four".

- 32(1) Subsection 59(16) of the Ordinance is amended by striking out the expression "the proxy certificates, the transfer certificates," and substituting for it the expression "the proxy applications, the statutory declarations made under subsection 55.1(1),".
- (2) Subsection 59(21) of the Ordinance is amended by striking out the word "action" and substituting for it the expression "section".
- 33(1) Subsection 60(1) of the Ordinance is amended by striking out the expression "his name and".
- 34(1) Subsection 64(1) of the Ordinance is amended by striking out the expression "subsection (3)" and substituting for it the expression "subsection (2)".
- 35(1) Paragraph 65(2)(h) of the Ordinance is amended by striking out the expression "the used transfer and proxy certificates" and substituting for it the expression "the used proxy applications".
- (2) Paragraph 65(2)(i) of the Ordinance is amended by striking out the expressions "and certificates" and "pursuant to subsection 55(5)".
- (3) Subsection 65(4) of the Ordinance is amended by striking out the expression "duplicate or" and substituting for it the word "certified".
- 36(1) Subsection 66(1) of the Ordinance is repealed and the following new subsections are substituted for it:
- "66(1) Where the Board has taken any action under subsection 77(3) in respect of the apparent commission of an offence under this Ordinance by an election officer, or where the Board has suspended a returning officer under subsection 8(2), the Board shall transmit a report of the matter to the Speaker of the Council within ten

days after the commencement of the session of the Council next following the election.

- (1.1) The Board may, at any time, transmit to the Speaker of the Council a report setting out
- (a) any matter that has arisen in connection with the duties of the Board that it considers ought to be brought to the attention of the Council, or
 - (b) any amendments that, in the opinion of the Board, are needed to improve the administration of elections under this Ordinance."

37(1) Paragraph 70(1)(j) of the Ordinance is amended by striking out the expression "by the returning officer".

(2) Paragraph 70(1)(dd) of the Ordinance is amended by striking out the expression "enumerator or a revising officer" and substituting for it the expression "election officer".

38(1) Subsection 74(1) of the Ordinance is amended

- (a) by striking out the expression "printer or publisher" and substituting for it the expression "printer or publisher, and the name and address of the candidate's official agent", and
- (b) by striking out the expression "such name and address" and substituting for it the expression "such names and addresses".

39(1) Subsection 80(2) of the Ordinance is repealed.

40(1) Section 83 of the Ordinance is repealed.

41(1) Subsection 97(6) of the Ordinance is amended by striking out all of the words following the word "candidate" and substituting for them the expression "in such manner as the judge may direct".

42(1) Section 98 of the Ordinance is repealed.

- 43(1) Section 101 of the Ordinance is repealed.
- 44(1) Form 4 of the Ordinance is amended
- (a) by striking out the instructions to voters,
and
 - (b) by striking out the addresses of the
candidates.
- 45(1) This Ordinance comes into force on a day to be
fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 8

FIRST APPROPRIATION ORDINANCE, 1981-82
(Assented to November 13, 1980)

Whereas it appears by message from the Commissioner, and in the estimates accompanying the message, that the sums mentioned in Schedule "A" of this Ordinance are required for the purpose of defraying certain expenses of the public service of the Territory and for related purposes for the period of 12 months ending on March 31, 1982:

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- | | | |
|----------------------------|------|---|
| Citation | 1(1) | This Ordinance may be cited as the <u>First Appropriation Ordinance, 1981-82</u> . |
| Amount Granted | 2(1) | From and out of the Yukon Consolidated Revenue Fund there may be paid and applied a sum not exceeding in the whole Twenty-five Million, Six Hundred and Eight Thousand Dollars for defraying the several charges and expenses of the public service of the Territory for the period of twelve months ending on March 31, 1982, as set forth in Schedule "A" of this Ordinance and that sum shall not be paid or applied except in accordance with Schedule "A". |
| Monies to be accounted for | 3(1) | The due application of all monies paid or applied pursuant to section 2 shall be accounted for. |

SCHEDULE "A"

<u>Appropriation or Item</u>	<u>\$ (Dollars)</u>
Department of Education	6,051,000.
Dept. of Health & Human Resources	342,000.
Municipal & Community Affairs	8,067,000.
Tourism & Economic Development	3,444,000.
Justice	41,000.
Highways & Public Works	5,672,000.
Library & Information Resources	273,000.
Renewable Resources	830,000.
Government Services	243,000.
Yukon Housing Corporation	320,000.
Yukon Liquor Corporation	<u>325,000.</u>
TOTAL	\$25,608,000.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 9

AN ORDINANCE TO AMEND THE GAME ORDINANCE (NO.2)
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- 1(1) Subsection 44(1) of the Ordinance is repealed and and the following new subsections are substituted for it:
- Trapper's licence "44(1) Subject to this Ordinance and the regulations, the Director may upon application issue a trapper's licence to any person who is a Canadian citizen over the age of 16 years, who has demonstrated to the satisfaction of the Director that he is competent to operate a registered trapping area in accordance with this Ordinance and the regulations, and who
- (a) has habitually resided in the Territory for the three years immediately preceding the date of his application, or
 - (b) has habitually resided in Canada within 150 kilometres of the registered trapping area in respect of which he is applying for a trapper's licence under subsection (1) for the three years immediately preceding the date of his application.
- Non-residents (1.1) A licence shall not be issued under subsection (1) to a person referred to in paragraph (1)(b) unless he is a person designated by name in the regulations as a member of a class of non-residents to whom trappers' licences may be issued.
- Trapper's hunting licence (1.2) Notwithstanding section 23, but otherwise subject to this Ordinance and the regulations, a licence may be issued to a

person referred to in paragraph (1)(b) to whom a trapper's licence has been issued to hunt big game in the registered trapping area in respect of which his trapper's licence has been issued, subject to the same terms and conditions to which the hunting of big game by residents of the Territory is subject."

- 2(1) Subsections 63(2) and (3) of the Ordinance are repealed.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 10

AN ORDINANCE TO AMEND THE
HOME OWNERS' GRANT ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) The definition of "eligible residence"
in subsection 2(1) of the Home Owners'
Grant Ordinance is amended
- (a) by striking out the expression
"section 6 of the Taxation Ordinance"
and substituting for it the expression
"section 3 of the Assessment and
Taxation Ordinance",
 - (b) by striking out all of the words
following the expression "the
application is made", and
 - (c) by striking out the expression "183
days" and substituting for it the
expression "184 days".
- (2) Subsection 2(1) of the Ordinance is
amended by striking out the definition
of "multi-family dwelling".
- (3) The definition of "taxes" in subsection
2(1) of the Ordinance is amended by
striking out the expression "the Taxation
Ordinance" wherever it occurs and substituting
for it in each case the expression "the
Assessment and Taxation Ordinance".
- (4) Subsection 2(2) of the Ordinance is
repealed and the following is substituted
for it:
- "(2) Where the owner of property is
living separate and apart from
his spouse and the property is
occupied by the spouse as his

Separated
spouses

normal residence for a period
of not less than 184 days in
the year in respect of which
application is made,

- (a) the property is an eligible
residence of owner, and
- (b) the spouse shall be
deemed to be an owner of
the property,

but only whichever one of them
pays the taxes is entitled to
be the qualified applicant."

- Surviving
spouse
- 2(1) Section 3 of the Ordinance is amended by
adding the following new subsection:
"(4) Where a qualified applicant is
the surviving spouse of a
person who has received a
grant in an amount determined
under subsection (3), and the
applicant has not re-married
since the death, the applicant
shall be deemed to be an
applicant to whom subsection
(3) applies notwithstanding
that the applicant is not
eligible for a benefit under
the Old Age Security Act
(Canada)."
 - 3(1) Subsection 4(1) of the Ordinance is
amended by striking out the expression
"the 31st of December of the year" and
substituting for it the expression "the
15th day of January of the year immediately
following the year".
 - 4(1) Subsection 5(1) of the Ordinance is
amended by adding at the beginning of
the subsection the expression "notwithstanding
any other provision of this Ordinance,".

- (2) Section 5 of the Ordinance is amended by adding the following new subsection:
- Residence requirement
- "(2) Notwithstanding any other provision of this Ordinance, no grant is payable to a person who has not been normally resident in the Territory for a period of not less than 184 days in the year in respect of which application is made."
- 5(1) Section 6 of the Ordinance is amended by adding at the beginning of the subsection the expression "Except in the case of a grant made in respect of a residence that is deemed to be an eligible residence under section 9(1),".
- 6(1) Subsection 9(1) of the Ordinance is repealed and the following is substituted for it:
- Mixed-use buildings
- "9(1) Where an eligible residence is part of a building that is used also for commercial or industrial purposes, or that contains suites or sets of rooms separately occupied by persons who are not members of the family of the owner, the grant shall be paid in respect of that portion of the building that forms the eligible residence."
- 7(1) The Ordinance is amended by adding, immediately after section 9, the following new section:
- Multiple residences
- "9.1(1) Where property would be the eligible residence of the owner but for the fact that the period for which he has occupied it as his normal residence is less than 184 days in the year in respect of which the application is made,

it shall nevertheless be deemed to be his eligible residence if

- (a) he has, during the year in respect of which the application is made, occupied one or more other residences that for the same reason cannot be his eligible residences, and
- (b) the aggregate of the periods for which he has occupied, as his normal residence, the residence in respect of which the application is made and the residences referred to in paragraph (a) is not less than 184 days in the year in respect of which the application is made.

(2) No Home Owner's Grant shall be paid in respect of a residence that is deemed to be an eligible residence under that section unless

- (a) the applicant is a qualified applicant in respect of the residence, and
- (b) taxes for the year in respect of which the application is made have been paid in respect of all of the residences referred to in paragraph (1)(a)."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 11

AN ORDINANCE TO AMEND THE
INCOME TAX ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

1(1) The Income Tax Ordinance is amended by
adding, immediately after section 57,
the following new section:

Reference
to Court of
Appeal

"57.1(1) The Commissioner may refer to
the Court of Appeal for hearing
and consideration any matter
that relates to questions
arising out of a collection
agreement.

Intervention
by Attorney
General

(2) The Attorney General of Canada
and the Attorney General of an
agreeing province may appear
before the Court of Appeal and
be heard as a party in respect
of any matter referred under
this Ordinance.

Opinion
of Court

57.2(1) The Court of Appeal shall
certify to the Commissioner
its opinion on the matter
referred and the reason for it
in the same manner as in the
case of a judgment in an
ordinary action, and a judge
who differs from the opinion
of the majority may in the
same manner certify his opinion
and the reason for it.

Interested
parties

57.3(1) The Court of Appeal may direct that any person interested or, where there is a class of persons interested, any one or more persons as representatives of that class, shall be notified of the hearing and those persons shall be entitled to be heard.

Appeal

57.4(1) The opinion of the Court of Appeal shall be deemed to be a judgment of the Court of Appeal and an appeal lies from it as in the case of a judgment in an action."

(2) Subsections 4(8) and 5(5) of the Ordinance are repealed.

(3) Paragraph 4(4)(d) of the Ordinance is repealed and the following is substituted for it:

"(d) "tax payable under the Federal Act" by an individual in respect of a taxation year means the amount determined under paragraph 120(4)(c) of the Federal Act for the year in respect of that individual."

2(1) This Ordinance comes into force on a day to be fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 12

AN ORDINANCE TO AMEND THE
INSURANCE PREMIUM TAX ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

1(1) Section 3 of the Insurance Premium Tax Ordinance is amended by adding immediately after subsection (1), the following new subsection:

Additional
Tax

"(1.1) In addition to the taxes payable under subsection (1), every insurance company transacting the business of fire insurance or property damage insurance within the meaning of the Insurance Ordinance, including insurance against loss of or damage to automobiles through fire, shall pay to the Commissioner a tax equal to one percent of the gross premiums receivable by the company during the taxation year in respect of that business transacted in the Territory by the company after deducting from the gross premiums

- (a) an amount equal to the cash value of dividends paid or credited to its policy holders in that taxation year, and
- (b) an amount equal to the premiums returned in that taxation year."

- (2) Subsection 3(2) of the Ordinance is amended by striking out the expression "subsection (1)" and substituting for it the expression "subsections (1) and (1.1)".
- (3) Section 3 of the Ordinance is amended by adding immediately after subsection (3), the following new subsection:
- Insurance with
unlicensed
insurer
- "(4) Where a person effects, in respect of property in the Territory, insurance with an insurance company to which subsection (1) or (1.1) does not apply, he shall pay a tax equal to the tax that otherwise would have been payable by the company under subsection (1) or (1.1)."
- 2(1) Section 5 of the Insurance Premium Tax Ordinance is repealed.
- 3(1) Section 21.1 of the Fire Prevention Ordinance is repealed.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 13

AN ORDINANCE TO AMEND THE
JUDICATURE ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

Ownerless
property

1(1) The Judicature Ordinance is amended by
adding immediately after section 23
thereof the following section:

"23.1(1) The Public Administrator may
take possession of
(a) any real or personal
property that he believes
on reasonable grounds to
be ownerless, and
(b) any personal property
that he believes on
reasonable grounds to
have been lost or abandoned
by its owner.

Protection
of property

(2) The Public Administrator shall
keep, and protect property
that comes into his possession
under this section pending its
transfer to the person that
may be entitled to it and, for
that purpose,
(a) he shall hold the property
upon trust to sell, call
in and convert it into
money at such times, in
such manner and upon such
terms as he deems advisable,
(b) he may postpone the
conversion into money of
any property or part
thereof for such length
of time as he deems
advisable,

- (c) in exercising his power of sale he may, in his absolute discretion, mortgage all or any part of the property, and
- (d) he shall be deemed to be a trustee within the meaning of the Trustee Ordinance.

Conversion
into money

- (3) Where property has been converted into money under subsection (2),
 - (a) the rights of the person previously entitled to the property are extinguished as to the property and survive only as to the money or any agreement pursuant to which the money is payable, and
 - (b) no action shall be brought for the return of the property or for damages resulting from the conversion of the property into money.

Liability
for loss

- (4) The Public Administrator shall not be held responsible for any loss that may happen to real or personal property by reason of his exercise, with due diligence and in good faith, of the powers conferred on him by this section.

Notice
to Canada

- (5) Where any property to which Her Majesty in right of Canada may be entitled comes into the hands of the Public Administrator he shall forthwith notify the Attorney-General of Canada.

Unclaimed
property

- (6) Where property in the possession of the Public Administrator under this section remains in his hands one year after its receipt and no claim for it has been established or is pending, the Public Administrator shall proceed forthwith to have the property converted into money and paid into the Yukon Consolidated Revenue Fund.

Transfer
to person
entitled

- (7) Upon application to the Commissioner accompanied by payment of the costs incurred under this section by the Public Administrator in respect of property taken into his possession, the Commissioner may order the transfer, to the person entitled, of
- (a) property in the possession of the Public Administrator, or money in his possession as the result of the conversion of the property into money, or
 - (b) money paid into the Yukon Consolidated Revenue Fund in respect of the property pursuant to subsection (6).

Transfer
to
Canada

- (8) Notwithstanding subsection (7), where the person entitled to property referred to in paragraph 7(a) or (b) is Her Majesty in Right of Canada, the Commissioner shall order its transfer upon demand, without the payment of costs."

2(1) This Ordinance comes into force on a day to be fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 14

LOAN AGREEMENT ORDINANCE (1980) No. 1

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- 1(1) This Ordinance may be cited as the Loan Agreement Ordinance (1980) No. 1.
- 2(1) The Commissioner may, on behalf of the Government of the Territory, borrow sums not exceeding in the aggregate seventeen million, two hundred thousand dollars, for the making of loans to municipalities, for the making of loans under the Housing Ordinance, for the development of land for sale, and for the financing of community improvements outside municipalities.
- 3(1) The Commissioner is authorized to enter into and execute, on behalf of the Government of the Territory, agreements providing for
 - (a) the repayment of the sums borrowed under section 2,
 - (b) the payment of interest at such a rate as may be agreed upon by the Commissioner on the principal from time to time outstanding on the sums borrowed under section 2, and
 - (c) such other terms and conditions as may be agreed upon by the Commissioner.
- 4(1) The Commissioner is empowered to do every act and exercise every power for the purpose of fulfilling every obligation assumed by the Government of the Territory under this Ordinance.
- 5(1) The Loan Agreement Ordinance (1980) No. 1 is repealed.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 15

AN ORDINANCE TO AMEND THE MATRIMONIAL PROPERTY ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with
the advice and consent of the Council of the said
Territory, enacts as follows:

- 1(1) Section 1 of the Matrimonial Property Ordinance is
repealed and the following is substituted for it:
- Short title "1(1) This Ordinance may be cited as the
Matrimonial Property and Family Support
Ordinance."
- 2(1) Subsection 2(1) of the Ordinance is amended by
striking out the definition of "child" and
substituting the following for it:
- "child" "'child' means a person who is the child
of a parent by birth, whether within or
outside marriage, or by virtue of section
84 or 86 of the Child Welfare Ordinance,
and includes a person whom the parent has
demonstrated a settled intention to treat
as a child of his family other than under
an arrangement where the child is placed
for valuable consideration in a foster
home by a person having lawful
custody;".
- (2) Subsection 2(1) of the Ordinance is amended by
striking out the definition of "marriage contract"
and substituting the following for it:
- "marriage
contract" "'marriage contract' means an agreement
between a man and a woman entered into
before their marriage, or during their
marriage while cohabiting, in which they
agree upon their respective rights and
obligations under the marriage, or upon
the breakdown of their marriage,
including
(a) ownership in or division of
property,
(b) support obligations, and

(c) any other matter in the settlement
of their affairs;".

- "parent"
- (3) Subsection 2(1) of the Ordinance is amended by adding, immediately after the definition of "marriage contract", the following new definition:
- "'parent' means the father or mother of a child by birth, or by virtue of section 84 or 86 of the Child Welfare Ordinance, and includes a person who has demonstrated a settled intention to treat a child as a child of his family other than under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody;".
- "separation agreement"
- (4) Subsection 2(1) of the Ordinance is amended by striking out the definition of "separation agreement" and substituting the following for it:
- "'separation agreement' means an agreement between persons who cohabited and are living separate and apart in which they agree upon their respective rights and obligations, including
- (a) ownership in or division of property,
 - (b) support obligations, and
 - (c) any other matter in the settlement of their affairs; and".
- "spouse"
- (5) Subsection 2(1) of the Ordinance is amended by striking out the definition of "spouse" and substituting the following for it:
- "'spouse' means either of a man and a woman
- (a) who are married to each other, or
 - (b) who are married to each other by a form of marriage that is voidable and has not been voided by a judgment of nullity,
- notwithstanding that the marriage is actually or potentially polygamous if the marriage was celebrated in a jurisdiction

whose system of law recognizes the
marriage as valid, or

- (c) who have gone through a form of
marriage with each other, in good
faith, that is void and are
cohabiting or have cohabited within
the preceding year."

Contracts
prevail

- 3(1) Subsection 3(1) of the Ordinance is repealed and
the following is substituted for it:
"3(1) Except as otherwise provided by this
Ordinance, where a marriage contract or
separation agreement makes provision in
respect of a matter that is provided for
in this Ordinance, the contract
prevails."
- (2) Subsections 3(2) and (4) of the Ordinance are
amended by striking out the expression "the Court"
wherever it occurs and substituting for it in each
case the expression "a court".
- 4(1) Subsection 4(1) of the Ordinance is amended by
striking out the expression "This Ordinance
applies" and substituting for it the expression
"Parts I and II apply".
- 5(1) Subsection 11(1) of the Ordinance is amended by
striking out the expression "his spouse" and
substituting for it the expression "his spouse or
former spouse".
- 6(1) Subsection 12(2) of the Ordinance is repealed.
- 7(1) The Ordinance is amended by adding, immediately
after section 30, the following new heading and
sections:

"PART III
SUPPORT OBLIGATIONS

"30.1(1) In this Part,

"court"

"court" means the Supreme Court or the
Territorial Court;

- "dependant" "dependant" means a person to whom another has an obligation to provide support under this Part; and
- "spouse" "spouse" means a spouse as defined in section 2 and includes either of a man and a woman between whom an order for support has been made under section 30.2, or an order for alimony, maintenance or support has been made before this Ordinance comes into force.

- Territorial Court (2) Section 3 and Part IV apply to the Territorial Court in relation to its jurisdiction under this Part.

Support Obligations ?

- Obligation of spouse 30.2(1) Every spouse has an obligation to provide support for himself and for the other spouse, in accordance with need, to the extent that he is capable of doing so.

- Obligation of parent 30.3(1) Every parent has an obligation to the extent the parent is capable of doing so, to provide support, in accordance with need, for his child who is a minor and unmarried.

- Obligation of child 30.4(1) Every child who is not a minor has an obligation to provide support, in accordance with need, for his parent who has cared for or provided support for the child, to the extent that the child is capable of doing so.

Support Proceedings

- Order for support 30.5(1) A court may, upon application, order a person to provide support for his dependants and determine the amount thereof.

- Applicants (2) An application for an order for the support of a dependant may be made by the

dependant or a parent of the dependant,
or under subsection (3).

Application by
Commissioner

- (3) An application for an order for the support of a dependant who is a spouse or a child may be made by the Commissioner if the Commissioner is providing a benefit under the Social Assistance Ordinance in respect of the support of the dependant.

Setting aside
contract

- (4) A court may set aside a provision for support in a domestic contract and may determine and order support in an application under subsection (1) notwithstanding that the contract contains an express provision excluding the application of this section,
- (a) where the provision for support or the waiver of the right to support results in circumstances that are unconscionable,
 - (b) where the provision for support or the waiver of the right to support is in respect of a person who qualifies for an allowance for support out of public money, or
 - (c) where there has been default in the payment of support under the contract or agreement,
- and where an order is made under this subsection, the order terminates the support provisions in a domestic contract.

Amount of
support

- (5) In determining the amount, if any, of support in relation to need, the court shall consider all the circumstances of the parties, including
- (a) the assets and means of the dependant and of the respondent and any benefit or loss of benefit under a pension plan or annuity;
 - (b) the capacity of the dependant to provide for his own support;

- (c) the capacity of the respondent to provide support;
- (d) the age and the physical and mental health of the dependant and of the respondent;
- (e) the length of time the dependant and respondent cohabited;
- (f) the needs of the dependant, in determining which the court may have regard to the accustomed standard of living while the parties resided together;
- (g) the measures available for the dependant to become financially independent and the length of time and cost involved to enable the dependant to take such measures;
- (h) the legal obligation of the respondent to provide support for any other person;
- (i) the desirability of the dependant or respondent remaining at home to care for a child;
- (j) the conduct of the dependant and respondent;
- (k) a contribution by the dependant to the realization of the career potential of the respondent;
- (l) where the dependant is a child, his aptitude for and reasonable prospects of obtaining an education;
- (m) where the dependant is a spouse, the effect on his earning capacity of the responsibilities assumed during cohabitation;
- (n) where the dependant is a spouse, whether the dependant has undertaken the care of a child who is of the age of majority and unable by reason of illness, disability or other cause to withdraw from the charge of his parents;
- (o) where the dependant is a spouse, any housekeeping, child care or other

domestic service performed by the spouse for the family; and
(p) any other legal right of the dependant to support other than out of public money.

Refusal
of order

(6) Where a dependant claims that the obligation of the respondent to provide support arises under section 30.2, the court may refuse to make an order to provide support where, at the time of the bringing of the application, the dependant has remarried or is cohabiting or has cohabited in a relationship of some permanence with a person other than the respondent.

Common-law
relationships

30.6(1) Either of a man and a woman who, not being married to each other and not having gone through a form of marriage with each other, have cohabited in a relationship of some permanence, may, during cohabitation or not later than three months after the cohabitation has ceased, apply to a court for an order for support, and where the court is satisfied that an order for support is justified having regard to the need of the applicant for and the ability of the respondent to provide support, the court may determine and order support in accordance with this Ordinance in the same manner and subject to the same considerations as apply in the case of an application under section 30.5.

Court
orders

30.7(1) In an application under section 30.5 or 30.6, the court may order that
(a) an amount be paid periodically, whether annually or otherwise and whether for an indefinite or limited period, or until the happening of a specified event;
(b) a lump sum be paid or held in trust;

- (c) any specified property be transferred to or in trust for or vested in the dependant, whether absolutely, for life or for a term of years;
- (d) all or any of the moneys payable under the order be paid into court or to any other appropriate person or agency for the benefit of the dependant;
- (e) the payment of support be made in respect of any period before the date of the order;
- (f) any amount in reimbursement for a benefit or assistance referred to in subsection 30.5(3), including an amount in reimbursement for such benefit or assistance provided before the date of the order, be paid to the Commissioner;
- (g) expenses be paid in respect of the prenatal care and birth of a child;
- (h) the obligation and liability for support continue after the death of the respondent and be a debt of his estate for such period as may be fixed in the order;
- (i) a spouse who has a policy of life insurance as defined in Part IV of the Insurance Ordinance designate the other spouse or a child as the beneficiary irrevocably; and
- (j) payment be secured under the order by a charge on property or otherwise.

Territorial
Court

- (2) Subject to any order that has been or may be made by the Supreme Court, the Territorial Court may, in an application under section 30.5,
 - (a) notwithstanding the Territorial Court Ordinance, make any order authorized to be made by the Supreme Court under paragraphs 28(2)(a) to (d), where it is in the best interest of a child to do so, or

- (b) make any order authorized to be made by the Supreme Court under section 30.11.
- Territorial Court (3) The Territorial Court shall not make an order under paragraph (1)(c), (i) or (j).
- Death of respondent (4) An order under this section that provides that the obligation and liability for support continue after the death of the respondent is subject to any subsequent order for support out of the estate of the deceased respondent made under the Dependants' Relief Ordinance.
- Interim orders (5) Where an application is made under section 30.5, the court may make such interim orders as the court considers appropriate.
- Assignment to Commissioner (6) An order for support is assignable to the Commissioner.
- (7) The monetary limits of the jurisdiction of the Territorial Court set forth in section 6 of the Territorial Court Ordinance do not apply in respect of an order of the Territorial Court made under this section.
- Dependance discouraged 30.8(1) Where practicable, the court shall exercise its jurisdiction under this Part so as to encourage the dependant to achieve financial independence.
- Divorce proceedings 30.9(1) Where an action for divorce is commenced under the Divorce Act (Canada), any application for support or custody under this Ordinance that has not been determined is stayed except by leave of the Court.
- Order may continue (2) Where a marriage is terminated by a decree absolute of divorce or judgment of nullity and the question of support was

not judicially determined in the divorce or nullity proceedings, an order for support made under this Ordinance continues in force according to its terms.

Absconding respondent

30.10(1) Where an application is made under section 30.5 and a judge is satisfied that the respondent or debtor is about to leave the Territory and that there are reasonable grounds for believing that the respondent intends to evade his responsibilities under this Part, the judge may issue a warrant in the prescribed form for the arrest of the respondent or debtor.

Restraint of waste

30.11(1) In or pending an application under section 30.5 or appearance to a notice under section 30.16, where an order for support has been made, the Court may make such interim or final order as it considers necessary for restraining the disposition or wasting of assets that would impair or defeat the claim or order for the payment of support.

Setting aside contract

30.12(1) Any person who is obligated to provide support under a domestic contract may apply to the court to set aside the provision for support in the contract, and where the court is satisfied that

- (a) requiring the person to continue to pay support under the terms of the contract would be unconscionable,
- or
- (b) the person obligated under the contract qualifies for support out of public money,

the court may set aside the provision for support and determine and order support in accordance with this Ordinance in the same manner and subject to the same considerations as apply in the case of an application made under section 30.5, and where an order is made under this section

the order terminates the support provisions in the contract.

Variation of Order

Powers
of court

- 30.13(1) Where an order for support has been made or confirmed and where the court is satisfied that there has been a material change in the circumstances of the dependant or the respondent, that the dependant has not taken reasonable steps to improve self-sufficiency, or that evidence has become available that was not available at the previous hearing, the court may, upon the application of the Commissioner or any person named in the order,
- (a) discharge, vary or suspend any term of the order, prospectively or retroactively,
 - (b) relieve the respondent from the payment of part or all of the arrears or any interest due thereon,
 - (c) order that an irrevocable designation of a beneficiary under a policy of life insurance be revoked, or
 - (d) make such other order under section 30.7 as the court considers appropriate in the circumstances referred to in section 30.5.

Application

- (2) An application under subsection (1) shall be made to the court that made the order.

Limitation

- (3) No application under subsection (1) shall be made within six months after the making of the order for support or the disposition of any other application under subsection (1) in respect of the same order, except by leave of the court.

- (b) to submit to an examination as to assets and means, and
- (c) to appear before the court to explain the default.

Arrest of debtor

- (2) If the debtor fails to appear as required after being served with a notice, or if the court is satisfied that the debtor cannot be served or intends to leave the Territory without appearing as required after being served, the court giving the notice may issue a warrant for the arrest of the debtor for the purpose of compelling attendance.

Imprisonment of debtor

- 30.17(1) Where the debtor fails to satisfy the court that the default is owing to his inability to pay, and where the court is satisfied that all other practicable means that are available under this Ordinance for enforcing payment have been exhausted, the court may
 - (a) order imprisonment of the debtor for a term of not more than ninety days to be served intermittently or as ordered by the court, or
 - (b) make such other order as may be made upon summary conviction for an offence that is punishable by imprisonment.

Conditions

- (2) The order for imprisonment under subsection (1) may be made conditional upon default in the performance of a condition set out in the order.

Enforcement by lower court

- 30.18(1) Where in an action in the Court, pursuant to its jurisdiction under the Divorce Act (Canada) or any other law, an order is made in a matrimonial matter, a matter dealing with the custody of a child, or any other matter, and an ancillary order is made for the payment of money as support for the spouse or a child of the respondent, the ancillary order, to the extent that it provides for the payment

of money, is severable from the order made by the Court and may be enforced to that extent in the Territorial Court.

Powers of court

- (2) For the purpose of enforcing an ancillary order as provided under subsection (1), all of the remedies provided in this Ordinance for the enforcement of support orders apply in respect of the ancillary order, but the Territorial Court has no jurisdiction to vary the amount of the order.

Attachment of Debts

Writ of garnishment

- 30.19(1) Where the court considers it appropriate in a proceeding under section 30.16, notwithstanding paragraph 6(1)(e) of the Territorial Court Ordinance, the court may order that a writ of continuing garnishment within the meaning of the Garnishee Ordinance be issued and served on the employer of the debtor, and subject to this Ordinance, the writ shall be dealt with in accordance with the provisions of the Garnishee Ordinance.

Future payments

- (2) A writ of garnishment issued under this section may seek to attach debts in respect of support payments that have been ordered to be paid but that are not due at the time when the writ is issued or served.

Amount attached

- (3) The amount sought to be attached by a writ issued under subsection (1) may be any amount that does not exceed the amount of support ordered to be paid during the term of the writ, but no amount shall be required to be paid into court sooner than it is required to be paid under the order for support in respect of which the writ is issued.

Priority

- (4) Where an amount is paid into court under any writ of garnishment under the

Garnishee Ordinance by a person who has been served with a writ of garnishment under this section, the monthly amount sought under the writ issued under this section shall be paid out of court in accordance with the the writ issued under this section in priority to any other claim to the amount under another writ of garnishment, writ of execution or other process for the enforcement of a judgment.

Priority

- (5) Subsection (3) applies without regard to the order in which a writ is served under this section in relation to the service of any other writ of garnishment or execution, or the taking of other proceedings for the enforcement of a judgment.

Exemptions reduced

- (6) The exemptions referred to in paragraph 23(1)(a) of the Garnishee Ordinance do not apply in respect of a writ of garnishment issued under this section, and the amount paid out of court under this section reduces accordingly those exemptions as they apply to other writs of garnishment, but subject to subsections 23(2), (3) and (4) of that Ordinance, in no case shall the exemptions be reduced to less than the amount specified in paragraph 23(1)(b) of that Ordinance.

Setting aside writ

- (7) A writ of garnishment issued under this section may be set aside by the court where the court is satisfied that
- (a) there are no reasonable grounds for believing that the judgment will not be satisfied if the writ is set aside, and
 - (b) having regard to the potential hardship and inconvenience to the debtor and to the potential benefit to the person in whose favour the order for support was made, the writ

does not achieve a result that is
equitable in the circumstances.

- No costs
penalty (8) Subsection 48(1) of the Garnishee
Ordinance does not apply in respect of a
writ ordered to be set aside under
subsection (7).

Other Orders

- Security
for support 30.20(1) Where the Court considers it appropriate
in a proceeding under section 30.16, the
Court may order the debtor to give
security for the payment of support or
may charge any property of the debtor
with payment of an amount for the
provision of necessaries or preventing
the dependant from becoming a public
charge.
- Order for
sale 30.21(1) Where the Court orders security for the
payment of support under this Ordinance
or charges property therewith, the Court
may, upon application and notice to all
persons having an interest in the
property, direct its sale for the purpose
of realizing the security or charge.
- Restraining
order 30.22(1) Upon application, a court may make an
order restraining the spouse of the
applicant from molesting, annoying or
harassing the applicant or children in
the lawful custody of the applicant and
may require the spouse of the applicant
to enter into such recognizance as the
court considers appropriate.
- Interim
order (2) Where an application is made under
subsection (1), the court may make such
interim order as the court considers
appropriate.

Miscellaneous

- Death of
respondent 30.23(1) Unless an order to provide support
otherwise provides, it terminates upon

the death of the person having the obligation to provide support, and the liability for amounts under the order coming due and unpaid in the preceding 12 months is a debt of his estate.

Pledge
of credit

30.24(1) During cohabitation, a spouse has authority to render himself and his spouse jointly and severally liable to a third party for necessities of life, except where the spouse has notified the third party that he has withdrawn the authority.

Minors

(2) Where a person is entitled to recover against a minor in respect of the provision of necessities for the minor, each parent who has an obligation to support the minor is liable therefor jointly and severally with the minor.

Joint
liability

(3) Where persons are jointly and severally liable with each other under this section, their liability to each other shall be determined in accordance with their obligation to provide support.

Common law

(4) The provisions of this section apply in place of the rules of common law by which a wife may pledge the credit of her husband.

Parties as
witnesses

30.25(1) In proceedings under this Part, the parties are competent and compellable witnesses against each other."

8(1) The heading immediately preceding section 31 of the Ordinance is amended by striking out the expression "Part III" and substituting for it the expression "Part IV".

9(1) Subsections 31(1) and 32(1) of the Ordinance are amended by striking out the expression "this Ordinance" wherever it occurs and substituting for it in each case the expression "Part I or Part II".

*An Ordinance to Amend the
Matrimonial Property Ordinance* *Chp. 15*

- 10(1) The Ordinance is amended by adding, immediately after section 32, the following new sections:
- Appeal "32.1(1) An appeal lies from an order of the Territorial Court under this Ordinance to the Supreme Court.
- Punishment by court 32.2(1) In addition to its powers in respect of contempt, the Territorial Court may punish by fine or imprisonment, or by both, any wilful contempt of or resistance to its process or orders under this Ordinance, but the fine shall not in any case exceed \$1000 nor shall the imprisonment exceed ninety days.
- Conditional punishment (2) An order for imprisonment under subsection (1) may be made conditional upon default in the performance of a condition set out in the order and may provide for the imprisonment to be served intermittently."
- 11(1) Subsections 33(1) and (2) of the Ordinance are amended by striking out the expression "the Court" wherever it occurs and substituting for it in each case the expression "the court".
- (2) Subsection 33(3) of the Ordinance is amended by striking out the expression "The Court may extend any time prescribed by this Ordinance where the Court" and substituting for it the expression "A court may, in relation to any matter within its jurisdiction under this Ordinance, extend any time prescribed under this Ordinance, where the court".
- (3) Section 33 of the Ordinance is amended by adding, immediately after subsection (3), the following new subsection:
- Exception "(3.1) Subsection (3) does not empower a court to extend the effect of the definition of "spouse" to include a former spouse or to extend the time limit prescribed by subsection 23(2)."
- (4) Subsection 33(4) of the Ordinance is amended

- (a) by striking out the expression "the Court" wherever it occurs and substituting for it in each case the expression "the court", and
- (b) by striking out the expression "section 17" and substituting for it the expression "section 17 or 30.14".

Access to
records

- 12(1) The Ordinance is amended by adding, immediately after section 33, the following new section:
"33.1(1) Where it appears to the clerk of the court that,
 - (a) for the purpose of bringing an application under this Ordinance, or
 - (b) for the purpose of the enforcement of an order for support, the proposed applicant or person in whose favour the order is made has need to learn or confirm the name and address or the whereabouts of the proposed respondent or person against whom the order is made, the clerk of the court may order any person or public agency to provide the court with such particulars thereof as are contained in the records in his or its custody or control, and the person or agency shall provide to the court such particulars as it is able to provide.
- (2) This section prevails over any provision of another Ordinance that prohibits a disclosure, and this section binds the Commissioner.
- (3) An order of the clerk of the court under subsection (1) shall be deemed to be an order of the court."

13(1) The Ordinance is amended by adding, immediately after section 35, the following new heading:
"Domestic Contracts".

14(1) Subsection 36(1) of the Ordinance is amended by striking out the expression "in relation to the

ownership, possession, management, disposition or division of property" and substituting for it the expression "including ownership in or division of property, support obligations, and any other matter in the settlement of their affairs."

- (2) Section 36 of the Ordinance is amended by adding, immediately after subsection (3), the following new subsection:
- Effect of agreement "(4) Subject to subsection (3), where a cohabitation agreement makes provision in respect of a matter that is provided for in this Ordinance, the contract prevails except as otherwise provided in this Ordinance."
- 15(1) The Ordinance is amended by adding, immediately after section 39, the following new section:
- Best interests of child "39.1(1) In the determination of any matter respecting the support of a child, the court may disregard any provision of a domestic contract pertaining thereto where, in the opinion of the court, to do so is in the best interests of the child."
- 16(1) The Maintenance Ordinance is repealed.
- 17(1) Section 7 of the Judicature Ordinance is repealed.
- 18(1) This Ordinance comes into force on a day to be fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 16

MISCELLANEOUS STATUTE
LAW AMENDMENT ORDINANCE, 1980 (No. 2)
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- | | | |
|--|------|---|
| Boiler and
Pressure
Vessels
Ordinance | 1(1) | Paragraph 3(2) (a) of the <u>Boiler and Pressure Vessels Ordinance</u> is amended by striking out the expression "whole of part" and substituting for it the expression "whole or part." |
| | (2) | Subsection 12(3) of the Ordinance is amended by striking out the expression "using fitting" and substituting for it the expression "using a fitting". |
| Community
Assistance
Ordinance | 2(1) | Subsections 10(1), 10(2) and 36(1) of the <u>Community Assistance Ordinance</u> are amended by striking out the expression "per foot" wherever it occurs and substituting for it in each case the expression "per metre". |
| | (2) | Subsection 16(2) of the Ordinance is amended by striking out the expression "32 feet" and substituting for it the expression "ten metres". |
| | (3) | Subsection 80(2), 84(2) and 86(2) of the Ordinance are amended by striking out the expression "500 gallons" wherever it occurs and substituting for it in each case the expression "2270 litres". |
| Dawson City
Utilities
Replacement
Ordinance | 3(1) | Paragraph 4(1) (c) of the <u>Dawson City Utilities Replacement Ordinance</u> is amended
(a) by striking out the expression
"\$10.60 for water and \$13.55 for |

sewer per foot" and substituting for it the expression "\$32.30 for water and \$41.30 for sewer per metre",

- (b) by striking out the expressions "3/4 inch" and "3/4 inches" and substituting for them the expressions "100 millimetre" and "100 millimetres", respectively, and
- (c) by striking out the expressions "4 inch" and "4 inches" and substituting for them the expressions "20 millimetre" and "20 millimetres", respectively.

Day Care Ordinance	4(1)	Paragraph 4(9) (a) of the <u>Day Care Ordinance</u> is amended by striking out the expression "the Board" and substituting for it the expression "the Board, and".
Dog Ordinance	5(1)	Subsection 7(1) of the <u>Dog Ordinance</u> is amended by striking out the expression "one-half mile" and substituting for it the expression "one kilometre".
Factors Ordinance	6(1)	Sections 9 and 10 of the <u>Factors Ordinance</u> are repealed.
Fire Prevention Ordinance	7(1)	Paragraph 20(1) (b) of the <u>Fire Prevention Ordinance</u> is amended <ul style="list-style-type: none">(a) by striking out the expression "fifteen pounds" and substituting for it the expression "6.5 kilograms",(b) by striking out the expression "thirty inches" and substituting for it the expression "75 centimetres", and(c) by striking out the expression "forty-four inches" and substituting for it the expression "110 centimetres".
Game Ordinance	8(1)	Subsection 41(6) of the <u>Game Ordinance</u> is repealed and the following substituted for it:

- "(6) Upon the cancellation or suspension of any licence, permit or certificate of registration issued under this Ordinance or the regulations, the holder of the licence, permit or certificate of registration
- (a) shall surrender it to the justice or to a conservation officer within 7 days of the date of cancellation or suspension, and
 - (b) shall not obtain or attempt to obtain a licence, permit or certificate of registration to replace a licence, permit or certificate of registration that has been cancelled or suspended until after the expiration of the period during which the cancellation or suspension is in force."
- (2) Subsection 65(7) of the Ordinance is amended by striking out the expression "will deem" and substituting for it the expression "shall be deemed".
- (3) Subsection 100(1) of the Ordinance is amended
- (a) by striking out the word "are" in the third line, and substituting for it the word "is",
 - (b) by adding, immediately before the word "procured" in paragraph (a), the word "or", and
 - (c) by striking out paragraph (b) and substituting the following for it:
 - "(b) any firearms, ammunition, implements or appliances

used for taking or
handling any wildlife
that has been illegally
taken, killed or
procured, or is
illegally in possession,".

- Insurance Ordinance 9(1) Subsection 28(1) of the Insurance Ordinance is amended
- (a) by striking out the word "shall" and substituting for it the word "may", and
 - (b) by striking out the word "such".
- Matrimonial Property Ordinance 10(1) Subsection 3(4) of the Matrimonial Property Ordinance is amended by striking out the expression "contract or" and substituting for it the expression "domestic contract".
- (2) Paragraph 15(1)(b) of the Ordinance is amended by striking out the expression "paragraphs (a) to (h) of subsection 14(1)" and substituting for it the expression "paragraphs 14(1)(a) to (f)".
- Medical Profession Ordinance 11(1) The definition of "professional corporation" in subsection 2(1) of the Medical Profession Ordinance is amended by striking out the expression "section 50" and substituting for it the expression "this Ordinance".
- (2) Subsection 20(2) of the Ordinance is amended by striking out the expression "section 19" and substituting for it the expression "section 18".
- (3) Subsection 33(6) of the Ordinance is amended by striking out the expression "subsection (1)" and substituting for it the expression "subsection 30(1)".
- (4) Subsection 37(1) of the Ordinance is amended by striking out the expression

"the Judge of the Court of Appeal" and substituting for it the expression "the Judge or the Court of Appeal".

- (5) Subsection 55(1) of the Ordinance is amended by striking out the expression "between practitioner" and substituting for it the expression "between a practitioner".
- (6) Paragraph 62(1)(c) of the Ordinance is amended by striking out the word "incorporation" and substituting for it the expression "incorporating".

Parks
Ordinance

- 12(1) The definition of "parkway" in subsection 2(1) of the Parks Ordinance is amended by adding, immediately before the word "road", the word "a".

Social
Assistance
Ordinance

- 13(1) Subsection 2(1) of the Social Assistance Ordinance is amended by striking out the definition of "Director" and substituting the following for it:

"Director" means the Director of Human Resources appointed under section 3;".

- (2) Subsection 3(1) of the Ordinance is amended by striking out the expression "Social Welfare" and substituting for it the expression "Human Resources".

Transport
Public
Utilities
Ordinance

- 14(1) Subsection 3.1(3) of the Transport Public Utilities Ordinance is amended by striking out the expression "as one for which a certificate or permit is required" and substituting for it the expression "from the application of this Ordinance".

MUNICIPAL ORDINANCE

Printed in a Separate Volume

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 18

AN ORDINANCE TO AMEND
THE MUNICIPAL GENERAL PURPOSES LOAN ORDINANCE, 1980
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with
the advice and consent of the Council of the said
Territory, enacts as follows:

- 1(1) Subsection 3(1) of the Municipal General Purposes
Loan Ordinance, 1980 is amended by striking out the
expression "three million dollars" and substituting
for it the expression "three million five hundred
thousand dollars".

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 19

AN ORDINANCE TO AMEND THE
PARTNERSHIP ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) Subsection 51(1) of the Partnership Ordinance is repealed.
- (2) Subsection 51.1(3) of the Ordinance is amended by striking out the expression "in his opinion, offensive or discriminating in any way" and substituting for it the expression "objected to by the Registrar for any reason".
- (3) Section 79 of the Ordinance is amended by adding the following new subsection:
 - "(2) The Commissioner may make regulations prescribing such forms as he may deem necessary for the administration of this Ordinance, and may make such alterations in the forms contained in Schedule I as he may deem necessary."

Forms

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 20

PERSONAL PROPERTY SECURITY ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Short title	1(1)	This Ordinance may be cited as the <u>Personal Property Security Ordinance</u> .
	2(1)	In this Ordinance,
"accessions"		"accessions" means goods that are installed in or affixed to other goods;
"account"		"account" means any monetary obligation not evidenced by any chattel paper, an instrument or a security, whether or not it has been earned by performance;
"building"		"building" includes a structure, erection, mine or work built, erected or constructed on or in land;
"building materials"		"building materials" includes goods that are or become so incorporated or built into a building that their removal 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 (a) goods that are severable from the building or land merely by unscrewing, unclamping or uncoupling, or by some other method of disconnection, or (b) machinery installed in a building for use in the carrying-on of an activity 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 is damage 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" "buyer" means a purchaser who takes an interest in property under a transaction that is not intended as security;
- "chattel paper" "chattel paper" means one or more writings that evidence both a monetary obligation and a security interest in, or lease of, specific goods or a security interest in, or lease of, specific goods and accessions, but does not include
- (a) a security agreement providing for a security interest in both specific goods and after-acquired goods other than accessions, or
 - (b) a charter party or a lease of a ship;
- "collateral" "collateral" means personal property that is subject to a security interest;
- "consignment" "consignment" means an agreement under which goods are delivered to a person who, in the ordinary course of his business, deals in goods of that description for sale, resale or lease, by a person who
- (a) in the ordinary course of his business deals in goods of that description, and
 - (b) reserves a proprietary interest in the goods after they have been delivered,
- but does not include an agreement under which goods are delivered to a person for sale or lease if the person is generally known in the area in which he carries on business to be selling or leasing goods of others;
- "consumer goods" "consumer goods" means goods that are used or acquired for use primarily for personal, family, or household purposes;
- "creditor" "creditor" includes an assignee for the benefit of creditors, a trustee in bankruptcy, an executor, an administrator, a committee, or a trustee appointed under the Mental Health Ordinance;
- "debtor" "debtor" means a person who owes payment or other performance of the obligation secured whether or

not he owns or has rights in the collateral, and includes

- (a) the consignee under a consignment,
- (b) the lessee under a lease,
- (c) the assignor of an account or chattel paper, and
- (d) the assignee of a debtor's interest in collateral,

or such one or more of them as the context requires, and where a debtor is not the owner of the collateral, the term "debtor" means the owner of the collateral in any provision dealing with collateral and the obligor in any provision dealing with the obligation, and may include both where the context so requires;

"default"

"default" means the failure to pay or otherwise perform the obligation secured when due, or the occurrence of any event or set of circumstances whereupon under the terms of a security agreement the security becomes enforceable;

"document of title"

"document of title" means any writing that purports to be issued by or addressed to a bailee and purports to cover any goods in the bailee's possession that are identified, or fungible portions of an identified mass, and that, in the ordinary course of business, is treated as establishing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

"equipment"

"equipment" means goods that are not inventory or consumer goods;

"execution creditor"

"execution creditor" includes

- (a) a person who has obtained a charging order or equitable execution against the collateral,
- (b) a judgment creditor,
- (c) a person who is entitled to share in a distribution made under section 8 of the Bulk Sales Ordinance, and
- (d) a person who is deemed to be an execution creditor under section 18 of the Creditors' Relief Ordinance;

"financial institution"	"financial institution" means a bank or other institution that accepts deposits of money from its members or the public and includes a branch, agency, or office of such bank or institution;
"financing statement"	"financing statement" means a statement required or permitted to be registered under this Ordinance;
"fixtures"	"fixtures" means goods that are installed on or affixed to real property in such a manner or under such circumstances that they would, but for this Ordinance, become in law fixtures to the real property, but does not include building materials;
"fungible"	"fungible" with respect to goods or securities means goods or securities of which any unit is, by nature or usage of trade, the equivalent of any other like unit, but goods or securities that are not fungible shall be deemed to be fungible for the purposes of this Ordinance to the extent that under the security agreement unlike units are treated as equivalent;
"future advance"	"future advance" means the payment of money, the provision of credit or the giving of value by the secured party pursuant to the terms of a security agreement, whether or not the secured party is obliged to pay the money, advance the credit or give the value, and includes all advances and expenditures made by the secured party for the protection, maintenance, preservation or repair of the collateral;
"goods"	"goods" means all chattels personal other than choses in action and money, and includes fixtures, growing crops and the unborn young of animals, but does not include timber until it is cut, or minerals, gas or oil until they are extracted;
"indebtedness"	"indebtedness" means, when used with respect to a lease, obligation secured;
"instrument"	"instrument" means a bill of exchange, note or cheque within the meaning of the <u>Bills of Exchange Act</u> (Canada), or any other writing that evidences a right to the payment of money and is of a type that

in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, but does not include

- (a) a writing that constitutes part of chattel paper,
- (b) a document of title, or
- (c) a security other than a security that is a bill of exchange or note within the meaning of the Bills of Exchange Act (Canada);

"intangible"

"intangible" means all personal property, including choses in action, that is not goods, chattel paper, documents of title, instruments, or securities;

"inventory"

"inventory" means goods

- (a) that are held by a person for sale or lease, or that have been leased,
- (b) that are to be furnished or have been furnished under a contract of service, or
- (c) that are raw materials, work in process, or materials used or consumed in a business or profession;

"lease for a term of one year or more"

"lease for a term of one year or more" includes

- (a) a lease for an indefinite term even though the lease is determinable by one or both parties within one year of its execution,
- (b) a lease for a term of less than one year that is automatically renewable, or is renewable at the option of one of the parties or by agreement for one or more terms, the total of which may equal or exceed one year, and
- (c) a lease initially for a term of less than one year, where the lessee retains uninterrupted or substantially uninterrupted possession of the goods leased for a period in excess of one year after the day he first acquires possession of the goods, and the lease is deemed to be a lease for more than one year as soon as the lessee's possession extends beyond one year,

but does not include

- (d) a lease transaction involving a lessor who is not regularly engaged in the business of leasing goods, or

(e) a lease of prescribed goods regardless of the length of the term of the lease;

- "money" "money" means a medium of exchange at any time designated by the Parliament of Canada as part of its currency or designated by a foreign government as part of its currency;
- "obligation secured" "obligation secured" means, when determining the amount payable under a lease, the amount originally contracted to be paid under the lease, any other amounts payable pursuant to the terms of the lease, and any other amount required to be paid by the lessee to obtain full ownership of the collateral;
- "pawnbroker" "pawnbroker" means a person who engages in the business of granting consumer credit and who takes a security interest in the form of a pledge of goods to secure the consumer credit or who purchases goods under an agreement or undertaking, express or implied, that those goods may be afterwards repurchased or redeemed on terms, and "consumer credit" means credit granted to an individual for personal, family or household purposes by a person or organization in the business of granting credit, and, unless the agreement under which credit is granted or the context of the transaction indicates otherwise, a grant of credit is presumed to be a grant of consumer credit;
- "person" "person" includes an individual, partnership, association, society or unincorporated association;
- "proceeds" "proceeds" means identifiable or traceable personal property in any form, or fixtures, derived directly or indirectly from any dealing with collateral or proceeds from the collateral, and
(a) includes any payment received by way of damages, insurance, compensation, indemnity, or settlement in respect of loss of or damage to the collateral or proceeds from the collateral, or any right to such payment, and any payment received by way of total or partial discharge of an intangible, chattel paper, instrument or security, but

(b) does not include any payment received under a policy or contract of life insurance;

"purchase"

"purchase" includes taking by sale, lease, discount, negotiation, mortgage, pledge, lien, issue, reissue, gift, or any other voluntary transaction creating an interest in personal property;

"purchase money security interest"

"purchase-money security interest" means

- (a) a security interest that is taken or reserved by a seller, lessor or consignor of personal property to secure payment of all or part of its sale or lease price,
- (b) a security interest that is taken by a person who gives value for the purpose of enabling the debtor to acquire rights in or to the personal property, to the extent that the value is used to acquire such rights,
- (c) the interest of a lessor of goods leased for a term of one year or more, or
- (d) the interest of a consignor of goods delivered under a consignment;

"registered"

"registered" in relation to a security interest means registered by the registration under this Ordinance of a financing statement in the registry or in the Land Titles Office, as the case may be;

"registrar"

"registrar" means the registrar of personal property appointed under this Ordinance;

"registry"

"registry" means the registry established under section 41;

"secured party"

"secured party" means a person who has a security interest and, where a security agreement is embodied in a trust deed, means the trustee;

"security"

"security" means a share, stock, warrant, bond, debenture, debenture stock, or the like issued by a corporation or other person, or government

- (a) that is in a form recognized in the area in which it is issued or dealt with as evidencing a share, participation, or other interest in property or in an enterprise, or that evidences an obligation of the issuer, and

- (b) that is of a type that, in the ordinary course of business, is transferred by delivery with any necessary endorsement, assignment, registration in the books of the issuer or agent for the issuer, or compliance with restrictions on transfers;

"security agreement"

"security agreement" means an agreement that creates or provides for a security interest and includes a document that evidences a security agreement where the context permits;

"security interest"

"security interest" means

- (a) an interest in goods, documents of title, instruments, money, securities, chattel paper or intangibles that secures performance of an obligation,
 - (b) an interest arising from an assignment of an account or chattel paper under a transaction that is not a security agreement,
 - (c) an interest arising from the exercise by the unpaid seller of goods of his right to retain the goods for the price while he is in possession of them,
 - (d) the interest of a lessor under a lease for a term of one year or more, or
 - (e) the interest of a person who delivers goods to another person under a consignment,
- but does not include the interest of a seller who has shipped goods to a buyer under a negotiable bill of lading to his own order or to the order of his agent, unless the parties have otherwise evidenced an intention to create or provide for a security interest;

"special consumer goods"

"special consumer goods" means consumer goods consisting of

- (a) a vehicle that is designed to be self-propelled,
- (b) a trailer as defined in the Motor Vehicles Ordinance,
- (c) fixtures,
- (d) a small vessel required to be licensed under section 108 of the Canada Shipping Act,
- (e) an aircraft governed by the Aeronautics Act (Canada), or

(f) goods the retail market value of which exceeds the prescribed amount;

"specific goods" "specific goods" means goods identified and agreed upon at the time a security agreement in respect of those goods is made;

"sufficient description" "sufficient description" in relation to collateral means a description of the collateral sufficient to distinguish it from property of the debtor that is not collateral;

"trust deed" "trust deed" means any deed, indenture or document, however designated, including any supplement or amendment thereto, by the terms of which a body corporate issues or guarantees, or provides for the issue or guarantee of, debt obligations and in which a person is appointed as trustee for the holder of the debt obligations issued, guaranteed or provided for thereunder and secured by a security interest;

"value" "value" means any consideration sufficient to support a simple contract, and includes an antecedent debt or liability.

"goods" (2) Goods are consumer goods, equipment or inventory.

sufficient description (3) A description of collateral is not insufficient by reason only that the collateral is described as a specified quantity or proportion of a type of collateral, and the words "all the undertaking and assets" in a security agreement are sufficient to describe all of the debtor's present and after-acquired personal property in respect of a specified business.

Headings (4) The headings in this Ordinance, other than the headings identifying the Parts into which this Ordinance is divided, form no part of this Ordinance and have been inserted for convenience of reference only.

PART I

APPLICATION OF ORDINANCE AND CONFLICT OF LAWS

- Application of Ordinance 3(1) Subject to sections 4 and 55, this Ordinance applies to
- (a) every transaction without regard to its form or to the person who owns the collateral that in substance creates or provides for a security interest, including a chattel mortgage, conditional sale, assignment of book debts, equipment trust, floating charge, pledge, debenture, or trust deed,
 - (b) a lease of goods intended as security or a lease of goods for a term of one year or more,
 - (c) an assignment of an account or chattel paper whether or not intended as security,
 - (d) a sale of goods where the seller remains in possession of the goods after the buyer has a right to possession thereof, and
 - (e) a consignment whether or not intended as security.
- Exclusions 4(1) Except as specifically otherwise provided, this Ordinance does not apply to
- (a) a lien, charge, or other interest given by statute, or a lien given by rule of law for the furnishing of goods, services or materials,
 - (b) an assignment of wages, salary, pay, commission or other compensation for labour or personal services,
 - (c) a transfer of an interest or claim in or under a policy of insurance except insofar as money paid or payable under the policy may be indemnity or compensation for loss of or damage to collateral,
 - (d) a transfer of an interest or claim in or under a policy of life insurance or a contract of annuity,
 - (e) an assignment of a right to payment under a contract to an assignee who is to perform the assignor's obligations under the contract,
 - (f) a sale of accounts or chattel paper as part of a sale of the business out of which they

- arose, unless the vendor remains in apparent control of the business after the sale,
- (g) an assignment of accounts solely to facilitate the collection of accounts for the assignor,
 - (h) the assignment of any right to payment that arises in connection with an interest in or lease of real property other than an assignment of a right to payment evidenced by a security,
 - (i) the creation or assignment of an interest in or a lien on real property, including a lease, except to the extent that provision is made with respect to fixtures,
 - (j) an assignment of a claim for damages or a judgment representing a right to damages,
 - (k) an assignment for the general benefit of creditors made pursuant to legislation of the Parliament of Canada relating to insolvency and,
 - (l) an interest in or claim to property arising under the Matrimonial Property Ordinance.

Conflict of Laws

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| Validity of interest | 5(1) | Except where otherwise provided in this Ordinance, the validity, perfection and effect of perfection or non-perfection of <ul style="list-style-type: none">(a) a security interest in goods, and(b) a possessory security interest in securities, instruments, negotiable documents of title, money and chattel paper, is determined by the law of the jurisdiction where the collateral is situated when the security interest attaches. |
| Perfection continues | (2) | A security interest in goods perfected, under the law of the jurisdiction in which the goods are situated when the security interest attaches, before the goods are brought into the Territory, continues perfected in the Territory <ul style="list-style-type: none">(a) as against a buyer in good faith who acquires an interest in the goods after they are brought into the Territory, if the security interest is perfected in the Territory prior to the acquisition, and |

- (b) as against all other persons, if the security interest is perfected in the Territory;
 - (i) within 60 days after the day the goods are brought into the Territory,
 - (ii) within 15 days after the day the secured party receives notice that the goods have been brought into the Territory, or
 - (iii) prior to the day that perfection ceases under the law of the jurisdiction in which the goods were situated when the security interest attached, whichever is earliest.

Perfection otherwise

- (3) A security interest that is not perfected as provided in subsection (2) may be otherwise perfected under this Ordinance.

Goods brought into Territory

- (4) Where a security interest mentioned in subsection (1) is not perfected under the law of the jurisdiction in which the collateral was situated when the security interest attached before being brought into the Territory, it may be perfected under this Ordinance.

Goods brought into Territory

- 6(1) Subject to section 7, if the parties to a security agreement creating a security interest in goods in one jurisdiction understand at the time the security interest attaches that the goods will be kept in another jurisdiction, and the goods are removed to another jurisdiction within 30 days after the security interest attaches for purposes other than transportation through the other jurisdiction, the validity, perfection and effect of perfection or non-perfection of the security interest are determined by the law of the other jurisdiction.

Perfection in other jurisdictions

- (2) Where the jurisdiction to which the goods are removed is other than the Territory and the goods are later brought into the Territory, the security interest in the goods is deemed to be one to which subsection 5(2) applies if it had been perfected under the law of the jurisdiction to which the goods were removed.

- Choice of Law 7(1) The validity, perfection and effect of perfection or non-perfection of
- (a) a security interest in intangibles or in goods which are of a type that are normally used in more than one jurisdiction, if such goods are classified as equipment or as inventory leased or held for lease by a debtor to others, and
 - (b) a non-possessory security interest in securities, instruments, negotiable documents of title, money and chattel paper.
- are governed by the law of the jurisdiction where the debtor is located when the security interest attaches.
- Location of debtor (2) For the purposes of this section, a debtor is deemed to be located at his place of business if he has one, at his chief executive office if he has more than one place of business, and otherwise at his place of residence.
- Change of location (3) When a debtor changes his location to another jurisdiction, a perfected security interest mentioned in subsection (1) continues perfected in the new jurisdiction if it is perfected in the new jurisdiction
- (a) within 60 days after the day the debtor changes his location,
 - (b) within 15 days after the day the secured party receives notice that the debtor has changed his location, or
 - (c) prior to the day that perfection ceases under the law of the first jurisdiction,
- whichever is earliest.
- Perfection in Territory (4) If the jurisdiction in which a debtor is deemed to be located under this section does not provide for public registration or recording of security interests mentioned in subsection (1) and the collateral is not in the possession of the secured party, any security interest in the collateral that is not perfected under this Ordinance is deemed to be an unperfected security interest in relation to any interests in the collateral acquired by a person in the Territory.

- Perfection otherwise (5) A security interest that is not perfected as provided in subsection (3) or is deemed to be unperfected in the Territory under subsection (4) may be otherwise perfected under this Ordinance.
- Minerals, etc. (6) Notwithstanding section 6 and subsection (1) of this section, the validity, perfection and effect of perfection or non-perfection of a security interest which is created by a debtor who has an interest in minerals or the like, including oil and gas, before extraction and which attaches thereto upon extraction, or attaches to an account resulting from the sale thereof at the wellhead or minehead, is governed by the law of the jurisdiction in which the wellhead or minehead is located.
- Priority rules 8(1) Except as otherwise provided in this Ordinance, when goods other than those mentioned in subsection (2), securities, instruments, negotiable documents of title, money and chattel paper are dealt with in two or more jurisdictions and a conflict exists between the priority rules of the jurisdictions, (a) the priority rules of the last jurisdiction, in which the collateral was dealt with in such a way as to give rise to an interest in conflict, prevail, if all interests in conflict were perfected by registration, and (b) the priority rules of the last jurisdiction, in which a conflicting possessory security interest in the collateral was taken, prevail.
- Priority rules (2) Subject to subsection 7(4), when intangibles or goods that are of a type that are normally used in more than one jurisdiction, if such goods are equipment or inventory leased or held for lease by a debtor to others, are dealt with in two or more jurisdictions and a conflict exists between the priority rules of the jurisdictions, the priority rules of the jurisdiction, in which the debtor is located when the last dealing occurred which gave rise to the conflict, prevail.
- Dealing with collateral (3) For the purposes of this section, collateral is dealt with when

- (a) it is purchased,
- (b) it is seized under judicial process, or
- (c) it becomes subject to a non-consensual lien or charge.

Procedural and substantive issues

- (4) Notwithstanding sections 5, 6 and 7 and subsections (1) and (2) of this section
 - (a) all procedural issues involved in the enforcement of the rights of a secured party against collateral other than intangibles are governed by the law of the jurisdiction in which the collateral is located at the time of the exercise of such rights,
 - (b) all procedural issues involved in the enforcement of the rights of a secured party against intangibles are governed by the law of the forum, and
 - (c) all substantive issues involved in the enforcement of the rights of a secured party against collateral are governed by the proper law of the contract between the secured party and the debtor.

PART II

VALIDITY OF SECURITY AGREEMENTS AND RIGHTS OF PARTIES

Enforcement of interest

- 9(1) A security interest is not enforceable against a person other than the debtor unless
 - (a) the collateral is in the possession of the secured party at the time when the other person acquires an interest in the collateral, or
 - (b) the debtor has signed a security agreement that contains a sufficient description of the collateral.

Delivery of Copy of Agreement

Time for delivery

- 10(1) Where a security agreement is in writing, the secured party shall deliver a copy of it to the debtor, without charge, within 21 days after its execution.

- Failure to deliver (2) Where a secured party fails to comply with subsection (1) after a request to do so by the debtor, a judge, on application by the debtor, may make an order for the delivery of a copy to the debtor and make such order as to costs as the judge deems just.
- Exception (3) Subsection (1) does not apply to assignments of accounts or chattel paper not intended as security.
- Interest may be void 11(1) Where the secured party fails to comply with an order made under subsection 10(2), the debtor may apply to have the secured party's security interest, or any part of it, declared void, and if in all the circumstances, and having regard to the prejudice suffered by the debtor and the secured party, this is an appropriate remedy, the judge shall declare the security interest or part of it void.
- Reinstatement of interest (2) Where all or part of a security interest has been declared void, a judge may, on application by the person who but for such declaration would have been a secured party, order the security interest to be reinstated, if satisfied that it would be appropriate to do so.
- Priority after reinstatement (3) Where all or part of a security interest is ordered to be reinstated, priority in that security interest shall be determined by the latest of the following events:
(a) the date on which the reinstatement is ordered;
(b) the date on which the security interest is registered; or
(c) the date on which the secured party acquires possession of the collateral.

Attachment

- Time of attachment 12(1) A security interest attaches when
(a) value is given,
(b) the debtor has rights in or to the collateral,
and

(c) except for the purpose of enforcing inter partes rights of the parties to the security agreement, it becomes enforceable within the meaning of section 9, unless the parties intend it to attach at a later time, in which case it attaches in accordance with the intentions of the parties.

Rights to collateral

- (2) For the purposes of subsection (1),
- (a) a debtor has rights to goods purchased by him under an agreement for sale when he obtains possession of them pursuant to the agreement, and
 - (b) he has rights to goods leased to him, hired by him or delivered to him under a consignment when he obtains possession of them pursuant to the lease, hiring agreement or consignment.

When debtor has no rights

- (3) For the purposes of subsection (1), the debtor has no rights in or to
- (a) crops until they become growing crops,
 - (b) fish until they are caught,
 - (c) the young of animals until they are conceived,
 - (d) oil, gas, or other minerals until they are extracted, or
 - (e) timber until it is cut.

Future Interests

After-acquired property 13(1)

Except as provided in subsection (2), a security agreement may cover after-acquired property, and such a security interest attaches in accordance with section 12 without specific appropriation by the debtor.

Crops

- (2) No security interest attaches under an after-acquired property clause in a security agreement to crops that become such more than one year after the security agreement has been executed, except that a security interest in crops given in conjunction with a lease, purchase, or mortgage of land may, if so agreed, attach to crops to be grown on the land during the term of the lease, purchase, or mortgage.

- Future advances 14(1) Obligations covered by a security agreement may include future advances whether or not the advances are given pursuant to a commitment in the security agreement.
- Obligation not binding (2) An obligation to make future advances is not binding on a secured party after a person mentioned in paragraph 20(1)(b) or (c) has acquired rights to the collateral.

Sales Law

- Other laws apply 15(1) Where a seller retains a purchase-money security interest in goods,
(a) the Sale of Goods Ordinance governs the sale and any disclaimer, limitation, or modification of the seller's conditions and warranties, and
(b) the conditions and warranties in the sale agreement are not affected by any security agreement.

Acceleration Provisions

- Restriction of right to accelerate 16(1) A provision in a security agreement that provides that the secured party may accelerate payment or performance when he deems himself insecure shall be construed to mean that he may do so only if he has commercially reasonable grounds to believe that the prospect of payment or performance is or is about to be impaired.

Rights and Duties of Secured Party

- Care of collateral 17(1) A secured party shall use reasonable care in the custody and preservation of collateral in his possession, and, unless otherwise agreed,
(a) in the case of an instrument a security or chattel paper, reasonable care includes taking necessary steps to preserve rights against prior parties, and
(b) the secured party shall keep the collateral identifiable, but fungible collateral may be commingled.

Rights of secured party (2) Unless otherwise agreed, where collateral is in the secured party's possession,

- (a) reasonable expenses, including the cost of insurance and payment of taxes or other charges incurred in the custody and preservation of the collateral, are chargeable to the debtor and are secured by the collateral,
- (b) the risk of loss or damage, except where caused by the negligence of the secured party, is on the debtor to the extent of any deficiency in any insurance coverage,
- (c) the secured party may hold as additional security any increase or profits, except money, received from the collateral, and shall apply money so received, unless remitted to the debtor, forthwith upon its receipt in reduction of the obligation secured, and
- (d) the secured party may create a security interest in the collateral upon terms that do not impair the debtor's rights under Part V.

Liability of secured party (3) A secured party is liable for any loss or damage caused by

- (a) his failure to meet any obligation imposed by subsections (1) or (2), or
- (b) his use of the collateral otherwise than as authorized by subsection (4),

but does not lose his security interest.

Use of collateral (4) A secured party may use the collateral

- (a) in the manner and to the extent provided in the security agreement,
- (b) for the purpose of preserving the collateral or its value, or
- (c) pursuant to an order of
 - (i) a court before which a question relating thereto is being heard, or
 - (ii) a judge upon application with notice to all persons concerned.

Information from Secured Party

Demand for information 18(1) A debtor, creditor, or other person with a legal or equitable interest in or to the collateral may, by

a notice in writing, containing an address for reply and served on the secured party, require the secured party to send or deliver to him, at the address for reply

- (a) a statement in writing of the amount of the indebtedness and the terms of payment as of the date specified in the notice,
 - (b) a written approval or correction, as of the date specified in the notice, of the itemized list of the collateral attached to the notice,
 - (c) a written approval or correction, as of the date specified in the notice, of the amount of the indebtedness and the terms of payment, and
 - (d) a copy of the security agreement, and amendments, if any,
- or any one or more of the foregoing.

- General reply (2) Where a notice referred to in paragraph (1)(b) is served on the secured party and he claims a security interest in all of a particular type of collateral in or to which the debtor has rights, the secured party may so indicate in lieu of approving or correcting the itemized list of the collateral.
- Failure to reply (3) The secured party shall comply with a notice given under subsection (1) within 15 days after it is served, and if without reasonable excuse he fails to do so or his reply is incomplete or incorrect, the person who has given the notice is entitled
- (a) to recover from the secured party any direct loss or damage caused thereby, and
 - (b) to apply to a judge for an order requiring the secured party to comply with the notice.
- Disclosure of successors in interest (4) Where the person receiving a notice under subsection (1) no longer has an interest in the obligation or collateral, he shall, within 15 days after it is served, disclose the name and address of the latest successor in interest known to him, and if without reasonable excuse he fails to do so or his reply is incomplete or incorrect, he is liable for any direct loss or damage caused thereby to the person who has given the notice.

- Successor in interest (5) A successor in interest shall be deemed to be the secured party for the purposes of this section when he receives a notice under subsection (1).
- Powers of judge (6) A judge may
- (a) exempt the secured party, in whole or in part, from complying with a notice if the person giving the notice, not being the debtor, does not establish to the satisfaction of the judge that he has a legal or equitable interest in or to the collateral, or that he is a creditor or execution creditor,
 - (b) extend the time for answering the notice, or
 - (c) make such further or other order as is reasonable and just.
- Charges for reply (7) The secured party may require payment of the prescribed charges for each reply to a notice under subsection (1), but the debtor is entitled to a reply without charge once in every six months.
- Interest may be void (8) Where the secured party fails to comply with the requirements of subsection (1) and no exemption or extension has been ordered under subsection (6), the person who has given the notice may apply to have the secured party's security interest, or any part of it, declared void, and if in all the circumstances, and having regard to the prejudice suffered by any of the above-named parties, this is an appropriate remedy, the judge shall declare the security interest or part of it void.
- Reinstatement of interest (9) Where all or part of a security interest has been declared void, a judge may, on application by the person who but for such declaration would have been a secured party, order the security interest to be reinstated, if satisfied that it would be appropriate to do so.
- Priority after reinstatement (10) Where all or part of a security interest is ordered to be reinstated, priority in that security interest shall be determined by the latest of the following events:
- (a) the date on which the reinstatement is ordered;

- (b) the date on which the security interest is registered; or
- (c) the date on which the secured party acquires possession of the collateral.

Service (11) The notice mentioned in subsection (1) may be served in accordance with section 67 or by registered mail addressed to the post office address of the secured party as it appears on the security agreement or financing statement.

PART III
PERFECTION AND PRIORITIES

Time of perfection 19(1) A security interest is perfected when

- (a) it has attached, and
- (b) all steps required for perfection under this Ordinance have been completed, regardless of the order of occurrence.

Subordination of Security Interests

Unperfected interests 20(1) Except as provided in section 21 an unperfected security interest is subordinate to the interest of

- (a) a person who is entitled to priority under this Ordinance,
- (b) a person who causes the collateral to be seized under legal process, including execution, attachment, or garnishment, or who obtains a charging order or equitable execution affecting the collateral,
- (c) the trustee in bankruptcy of the debtor, or the representative of the creditors of the debtor but only for the purpose of enforcing the rights of persons mentioned in paragraph (b),
- (d) a transferee who is not a secured party and acquires his interest for value without notice of the security interest and before it is perfected
 - (i) in documents of title, securities, instruments or goods where the

transferee receives delivery of the collateral,

- (ii) in intangibles other than accounts,
- (iii) in accounts acquired through a transaction not otherwise governed by this Ordinance, or
- (iv) in chattel paper acquired through a transaction not otherwise governed by this Ordinance, where the transferee receives possession of the chattel paper.

Perfected interest (2) A perfected security interest is subordinate to the rights of persons mentioned in paragraphs (1)(b) or (c) except to the extent that the security interest secures

- (a) advances made before the interest of such a person arises,
- (b) advances made before the secured party receives notice of the interests of such persons, or
- (c) reasonable costs incurred and expenses made by the secured party for the protection, maintenance, preservation or repair of the collateral.

Purchase-money interest 21(1) A purchase-money security interest that is registered before or within 15 days after the debtor's possession of the collateral commences, or in the case of an intangible, within 15 days after the security interest attaches, has priority over the interest of a person mentioned in paragraphs 20(1)(b) or (c).

Perfection

Continuity of perfection 22(1) If a security interest is originally perfected in any way permitted under this Ordinance and is again perfected in some way under this Ordinance without an intermediate period when it is unperfected, the security interest shall be deemed to be perfected continuously for the purposes of this Ordinance, and shall be deemed for the purposes of section 35 to be continuously perfected

in the way in which it was originally perfected.

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| Assignees | (2) | An assignee of a security interest succeeds in so far as its perfection is concerned to the position of the assignor at the time of the assignment. |
| Perfection by possession | 23(1) | Subject to section 19, possession of the collateral by the secured party, or on his behalf by a person other than the debtor or the debtor's agent, perfects a security interest in
(a) chattel paper,
(b) goods,
(c) instruments,
(d) securities,
(e) negotiable documents of title, or
(f) money
but, subject to section 22, only while it is actually held as collateral. |
| Possession by debtor | (2) | For the purposes of subsection (1), a secured party is deemed not to have taken or retained possession of collateral that is in the apparent possession or control of the debtor or the debtor's agent. |
| Perfection by registration | 24(1) | Subject to section 19, registration perfects a security interest in any collateral, but only during the period in which the registration of a financing statement relating to the security interest is effective. |
| Automatic perfection | 25(1) | A security interest that is a purchase-money security interest in consumer goods other than special consumer goods is perfected automatically immediately upon attachment without the need for compliance with section 23 or section 24, or any other provision of this Ordinance dealing with the perfection of a security interest except paragraph 19(1)(a). |
| Temporary perfection | 26(1) | A security interest in instruments, securities or negotiable documents of title is a perfected security interest for the first 15 days after it attaches to the extent that it arises for new value given under a written security agreement. |

Temporary perfection (2) A security interest perfected under section 23 in

- (a) an instrument that a secured party delivers to the debtor for the purpose of
 - (i) ultimate sale or exchange,
 - (ii) presentation, collection, or renewal, or
 - (iii) registration of transfer; or
- (b) a negotiable document of title, or goods held by a bailee that are not covered by a negotiable document of title, which document of title or goods the secured party makes available to the debtor for the purpose of .
 - (i) ultimate sale or exchange,
 - (ii) loading, unloading, storing, shipping, or trans-shipping, or
 - (iii) manufacturing, processing, packaging, or otherwise dealing with goods in a manner preliminary to their sale or exchange,

remains perfected for the first 15 days after the collateral comes under the control of the debtor.

Perfection may end (3) Beyond the period of 15 days referred to in subsection (1), a security interest under this section becomes subject to the provisions of this Ordinance for perfecting a security interest.

Proceeds

Extension to proceeds 27(1) Subject to this Ordinance, where collateral gives rise to proceeds, a security interest in the collateral

- (a) continues as to the collateral, unless the secured party expressly or impliedly agrees otherwise, and
- (b) extends to the proceeds.

Continuity of perfection (2) A security interest in proceeds is a continuously perfected security interest if the interest in the original collateral

- (a) is perfected by the registration of a financing statement that covers the original collateral and proceeds from it, and contains a description of property that may be claimed as proceeds sufficient to distinguish it from property that may not be claimed as proceeds,
- (b) is perfected by the registration of a financing statement that covers the original

collateral and proceeds from it, where the proceeds are of a type that falls within the description of the original collateral contained in the financing statement, or
(c) is perfected by the registration of a financing statement that covers the original collateral and proceeds from it, where the proceeds consist of money, a bill of exchange drawn on a financial institution, or an account with a financial institution.

Temporary perfection (3) In a case other than one mentioned in subsection (2), a perfected security interest in proceeds remains perfected as to the proceeds for a period of 15 days after receipt of the proceeds by the debtor, but the security interest becomes unperfected as to the proceeds on the expiration of the 15-day period unless it is perfected as to the proceeds by any of the methods and under the circumstances prescribed in this Ordinance for original collateral of the same type.

Goods Held by Bailee

Perfection 28(1) A security interest in goods in the possession of a bailee is perfected
(a) by the issuance of a document of title in the name of the secured party,
(b) by a holding on behalf of the secured party pursuant to section 23,
(c) by registration as to the goods, or
(d) where the bailee has issued a negotiable document of title covering the goods, by perfection of a security interest in the negotiable document of title.

Other security interests (2) The issuance of a negotiable document of title covering goods does not preclude any other security interest in the goods from arising during the period that the negotiable document of title is outstanding.

Priority (3) A security interest in a negotiable document of title covering goods takes priority over a security interest in the goods otherwise perfected after the

goods become covered by the negotiable document of title.

Priority (4) Notwithstanding subsection (3), a perfected security interest in goods takes priority over a security interest in a negotiable document of title covering the goods where the security interest in the goods was registered at the time when the security interest in the negotiable document of title was perfected.

Returned or Repossessed Goods

Interest may reattach 29(1) A security interest in goods that are the subject of a sale or lease and that are returned to, or repossessed by,
(a) the person who sold or leased the goods,
(b) a transferee of chattel paper or a person having a security interest in an intangible resulting from the sale or lease of the goods, or
(c) a secured party who had a security interest in the goods at the time they were sold or leased or anyone claiming from or under him, reattaches to the extent that the obligations under the security agreement remain unfulfilled.

Perfection of interest (2) Where a security interest that reattaches under subsection (1) was perfected at the time of the sale, lease or exchange by a registration that is still effective at the time of the return or repossession of the goods, the security interest reattaches as a perfected interest, but otherwise requires for its perfection a registration or a taking of possession by the secured party.

Interest in goods (3) A security interest in goods that attaches while the goods are in the possession of a buyer or lessee of the debtor and that is perfected before the goods are returned or repossessed has priority over the security interest mentioned in paragraph (1)(c).

Chattel paper (4) Where a sale or lease creates chattel paper and the goods are returned or repossessed, the unpaid transferee of the chattel paper has a security

interest in the goods, and, if the unpaid transferee took possession of the chattel paper in the ordinary course of business and for new value, the transferee's security interest has priority over the security interest mentioned in paragraph (1)(c) and has priority over a security interest in the returned or repossessed goods as after-acquired property which first attaches on return or repossession.

Intangibles (5) Where a sale or lease creates an intangible and the goods are returned or repossessed, the secured party who had the security interest in the intangible has a security interest in the goods, but the security interest mentioned in paragraph (1)(c) has priority over that interest.

Perfection expires (6) A security interest asserted under subsection (4) or (5) is a perfected security interest in the goods when the security interest in the chattel paper or intangible was perfected, but it becomes unperfected 15 days after the day of return or repossession of the goods unless the secured party perfects his interest in the goods by taking possession of them or registering his security interest in them before the expiration of the 15-day period.

Dealings in the Ordinary Course of Business

Sale or lease of goods 30(1) A buyer or lessee of goods sold or leased in the ordinary course of the business of the seller or lessor takes them free from any perfected or unperfected security interest in the goods given by or reserved against the seller or lessor or arising under section 29, whether or not the buyer or lessee knows of it, unless he also knows that the sale or lease constitutes a breach of the security agreement.

Sale of consumer goods (2) A buyer or lessee of consumer goods other than special consumer goods takes free of a perfected security interest in those goods if
(a) he buys or leases the goods without knowledge of the security interest,
(b) he gives new value for his interest, and

(c) he receives delivery of the goods.

Terms of sale or lease (3) For the purposes of subsections (1) and (2), the sale or lease may be for cash, by exchange for other property, on credit, or by delivery of goods or documents of title under a pre-existing contract for sale or lease, but subsections (1) and (2) do not apply to a transfer in bulk, or to a transfer as security for or in total or partial satisfaction of a past liability.

Goods (4) A buyer or lessee of goods takes free of a security interest that is temporarily perfected under subsection 26(2), 27(3) or 29(6) or a security interest the perfection of which is continued under subsection 46(2) if
(a) he gives new value for his interest,
(b) he buys or leases the goods without notice of the security interest, and
(c) he receives delivery of the goods.

Special Cases

Money 31(1) A holder of money has priority over any security interest in it perfected under section 24 or temporarily perfected under subsection 27(3) if the holder
(a) acquired the money without notice that it was subject to a security interest, or
(b) was a holder for value, whether or not he acquired the money without notice that it was subject to a security interest.

Payment of debt (2) Notwithstanding subsections (1) and (3), a creditor who receives money or an instrument drawn or made by a debtor and delivered in payment of a debt owing to him by that debtor takes free from a security interest in the money or instrument drawn or made by the debtor whether or not the creditor has notice of the security interest.

Instrument or security (3) A purchaser of an instrument or a security has priority over any security interest in the instrument or security perfected under section 24 or temporarily perfected under section 26 or subsection 27(3) if the purchaser
(a) gave value for his interest,

- (b) acquired the instrument or security without notice that it was subject to a security interest, and
 - (c) took possession of the instrument or security.

- Negotiable document of title (4) A holder to whom a negotiable document of title has been negotiated has priority over any security interest in the negotiable document of title that is perfected under section 24 or temporarily perfected under section 26 or subsection 27(3) if the holder
 - (a) gave value for the document of title, and
 - (b) took the negotiable document of title without notice that it was subject to a security interest.

- Chattel paper (5) A purchaser of chattel paper who takes possession of it in the ordinary course of business and who gives new value for it
 - (a) has priority over any security interest in it that, in the case of chattel paper claimed as original collateral, was perfected under section 24, or any security interest in it as proceeds of equipment or consumer goods, if the purchaser acquired the chattel paper without notice that it was subject to a security interest, and
 - (b) has priority over any security interest in it as proceeds of inventory, whether or not the purchaser has notice of the security interest.

- Liens 32(1) Where a person in the ordinary course of business furnishes materials or services with respect to goods that are subject to a security interest, any lien that he has in respect of the materials or services has priority over a perfected security interest unless the lien is given by an Ordinance that provides that the lien does not have such priority.

- Transfer by debtor 33(1) The rights of a debtor in collateral may be transferred voluntarily or involuntarily, notwithstanding a provision in the security agreement prohibiting transfer or declaring a

transfer to be a default, but no transfer prejudices the rights of the secured party under the security agreement or otherwise, including the right to treat a prohibited transfer as an act of default.

Purchase-money Security Interest

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| General
priority | 34(1) | Subject to section 27, a purchase-money security interest in collateral or its proceeds, other than inventory, has priority over any other security interest in the same collateral or its proceeds given by the same debtor where the purchase-money security interest is perfected <ol style="list-style-type: none">(a) in the case of an intangible, within 15 days after the purchase-money security interest in the intangible attaches, or(b) in the case of collateral other than an intangible, within 15 days after the debtor receives possession of the collateral. |
| Inventory | (2) | Subject to section 27 and subsection (4), a purchase-money security interest in inventory or its proceeds has priority over another security interest in the same collateral given by the same debtor if <ol style="list-style-type: none">(a) the purchase-money security interest in the inventory is perfected at the time when the debtor obtains possession of the collateral, and(b) the purchase-money secured party gives a notice in accordance with subsection (3) to the holder of the other security interest, where the holder of the other security interest has, before the earlier of<ol style="list-style-type: none">(i) the date of registration by the purchase-money secured party, or(ii) the date when the collateral comes under the control of the debtor, registered a financing statement covering the same type or kind of collateral of the debtor. |
| Notice re
inventory | (3) | For the purposes of subsection (2), a notice shall <ol style="list-style-type: none">(a) state that the person giving the notice has acquired, or expects to acquire, a |

- purchase-money security interest in inventory of the debtor and its proceeds,
- (b) contain a sufficient description of the collateral, and
 - (c) be received by the holder of the other security interest within a period of two years before the debtor obtains possession of the collateral.
- Proceeds of inventory (4) No purchase-money security interest in proceeds of inventory has priority over a security interest in accounts given for new value where a financing statement relating to the security interest in accounts is registered before the purchase-money security interest is perfected or a financing statement relating to it is registered.
- Conflicting interests (5) A purchase-money security interest in proceeds under subsection (1) or (2) is subordinate to a non-proceeds purchase-money security interest in the same collateral if the non-proceeds purchase-money security interest is perfected at the time when the debtor obtains possession of the collateral or within 15 days thereafter.
- Crops (6) A perfected security interest in crops or their proceeds given for a consideration to enable the debtor to produce the crops during the production season and given not more than three months before the crops become growing crops by planting or otherwise has priority over an earlier perfected security interest to the extent that such earlier interest secures obligations that were contracted more than six months before the crops become growing crops by planting or otherwise, even though the person giving the consideration knew of the earlier security interest.

Priorities

- General rule 35(1) If no other provision of this Ordinance is applicable, priority between conflicting perfected security interests in the same collateral shall be determined by the order of
- (a) registration,

- (b) possession of the collateral by the secured party under section 23, and
 - (c) perfection,
- whichever is earliest, and, as between unperfected security interests, by the order of attachment.

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| Interruption of perfection | (2) | Where, after the registration or perfection of a security interest, or after possession is taken of collateral by a secured party, there is a period during which there is no registration or perfection of the security interest, or there is no possession of the collateral by the secured party, the priority of the security interest shall be determined with reference to the time when, subsequently or again, the security interest is registered or perfected, or possession is taken of the collateral by the secured party. |
| Proceeds | (3) | The date for determining priority of conflicting security interests in proceeds, where no other provision of this Ordinance is applicable, is the date established under subsection (1) for determining priority between conflicting security interests in the collateral. |
| Future advances | (4) | If future advances are made while a security interest is perfected, the security interest has the same priority for the purposes of this section with respect to future advances as it has with respect to the first advance. |
| Lapsed interests | (5) | Where the registration of a security interest lapses as a result of the secured party's failure to renew the registration or where the registration of a security interest has been discharged fraudulently, in error or without authorization, the secured party may re-register his security interest within thirty days after the lapse or discharge, and, where he re-registers, the prior lapse or discharge does not affect the priority status of the security interest in relation to competing interests in the collateral that arose prior to the lapse or discharge, except insofar as subsequent advances are made or contracted for following the lapse or discharge and prior to the re-registration. |

Transfer by debtor (6) Where a debtor transfers his interest in collateral that at the time of the transfer is subject to a security interest, the security interest has priority over any other security interest granted by the transferee before the transfer, except insofar as the security interest granted by the transferee secures advances made or contracted for after the transfer at a time when the security interest is unperfected through the operation of section 46.

Exception (7) Subsection (6) does not apply where the transferee acquires the debtor's interest free of the security interest granted by the debtor.

Fixtures

General priority rule 36(1) Except as provided in subsections (2), (3) and (4),
(a) a security interest that attaches to goods before they become fixtures has priority as to the goods over the claim of any person to the extent that his interest in the goods depends upon his interest in the real property, and
(b) a security interest that attaches to goods after they become fixtures has priority as to the goods over the claim of a person to the extent that his interest in the goods depends upon an interest in the real property subsequently acquired, but does not have priority over the claim of a person to the extent that his interest in the goods depends upon an interest in the real property that is registered at the time when the security interest attaches to the goods if he does not, in writing, consent to the security interest or disclaim his interest in the goods depending upon his interest in the real property.

Interests in real property (2) A security interest mentioned in subsection (1) is subordinate to another interest in the goods to the extent that the other interest depends upon a subsequent purchase for value of an interest in the real property, or upon a prior encumbrance of record on the real property in respect of a subsequent advance, if the purchase or advance is

made or contracted for without fraud and before the security interest is registered under the Land Titles Act (Canada) in accordance with section 44.

Prior execution

(3) A security interest mentioned in subsection (1) is subordinate to another interest in the goods to the extent that the other interest depends upon the binding of the real property by a writ under section 125 of the Land Titles Act (Canada) without fraud and before the security interest is registered under the Land Titles Act (Canada) in accordance with section 44.

Purchase-money interest

(4) Notwithstanding subsection (3), an interest in goods, to the extent that it depends upon the binding of real property under section 125 of the Land Titles Act (Canada), is subordinate to a purchase-money security interest in the goods that is registered under the Land Titles Act (Canada) within 15 days after the debtor receives possession of the goods.

Notice of intention to remove goods

(5) A secured party who intends to exercise his right to remove fixtures from real property shall serve, on each person who appears by the records of the Land Titles Office to have an interest in the real property, a written notice containing

- (a) the name and address of the secured party,
- (b) a sufficient description of the fixtures,
- (c) a statement as to the amount required to satisfy the obligations secured by his security interest,
- (d) a description of the real property, and
- (e) a statement of his intention to remove the fixtures unless the obligations secured by his security interest are satisfied before a specified day that is not less than 12 days after the service of the notice.

Service of notice

(6) A notice under subsection (5) may be served in accordance with subsection 67(1) or by registered mail addressed to the post office address of the person to be served as it appears in the records of the Land Titles Office.

- Time for removal (7) A secured party shall not exercise his right to remove fixtures from real property
- (a) before the expiration of 15 days after the service of every notice required to be served under subsection (5), or
 - (b) after he is refused permission under subsection (9).
- Reimbursement for damage (8) Any person, other than the debtor, who has an interest in the real property at the time when goods subject to a security interest become fixtures is entitled to reimbursement for any damage to his interest in the real property resulting from the removal of the fixtures, but is not entitled to reimbursement for diminution in the value of the real property caused by the absence of the fixtures removed or by the necessity for their replacement.
- Refusal of permission (9) The persons entitled to reimbursement as provided in subsection (8) may refuse permission to remove the goods until the secured party has given adequate security for the reimbursement.
- Application to court (10) The secured party may apply to a court for an order
- (a) determining the persons entitled to reimbursement under this section,
 - (b) determining the amount and kind of security to be provided by the secured party, or
 - (c) dispensing with the consent of any or all of the persons mentioned in paragraph (a).
- Postponement of removal (11) A person entitled to receive a notice under subsection (5) may apply to a judge for an order postponing the removal of the goods from the real property, and the judge may make any order that he considers just.
- Retention of fixtures (12) A person having an interest in real property that is subordinate to a security interest by virtue of subsection (1) may, before the fixtures are removed from the real property by the secured party, retain the fixtures upon satisfaction of the obligations secured by the security interest having priority over his interest.

Duty of secured party (13) A secured party who, under this Ordinance, has the right to remove fixtures from real property shall exercise his right of removal in a manner that causes no greater damage or injury to the land or to the other property situated on the land, or that puts an owner, lessee or occupier of the real property to any greater inconvenience, than is necessarily incidental to the removal of the fixtures.

Accessions

General priority rule 37(1) Except as provided in subsections (2), (3) and (4), and in section 38,
(a) a security interest that attaches to goods before they become an accession has priority as to the accession over the claim of any person to the extent that his interest in the accession depends upon his interest in the goods to which the accession is affixed or attached, and
(b) a security interest that attaches to goods after they become an accession has priority as to the accession over the claim of a person to the extent that his interest in the accession depends upon an interest subsequently acquired in the goods to which the accession is affixed or attached, but does not have priority over the claim of a person to the extent that his interest in the accession depends upon an interest in the goods to which the accession is affixed or attached, acquired before the attachment of the security interest in the accession, if he does not, in writing, consent to the security interest in the accession or disclaim his interest in the accession depending upon his interest in the goods to which the accession is affixed or attached.

Interest in main goods (2) A security interest mentioned in subsection (1) is subordinate to another interest in the accession to the extent that the other interest depends upon a subsequent purchase for value of an interest in the goods to which the accession is affixed or attached, or upon a prior perfected security

interest in those goods in respect of a subsequent advance, if the purchase or advance is made or contracted for before the security interest mentioned in subsection (1) is perfected.

- Prior execution (3) A security interest mentioned in subsection (1) is subordinate to the interest of a creditor who has caused the goods to which the accession is affixed or attached to be seized under judicial process to enforce a judgment before the security interest is perfected.
- Purchase-money interest (4) Notwithstanding subsection (3), an interest in an accession, to the extent that it depends upon the exercise of the rights of an execution creditor as such, is subordinate to a purchase-money security interest that is perfected within 15 days after the debtor obtains possession of the collateral.
- Notice of intention to remove goods (5) A secured party who intends to exercise his right to remove accessions from the goods to which they are attached shall serve, on each person known by him to have an interest in those goods and on any person who has registered a financing statement indexed in the name of the debtor and referring to those goods, a written notice containing
- (a) the name and address of the secured party,
 - (b) a sufficient description of the accessions,
 - (c) a statement as to the amount required to satisfy the obligations secured by his security interest,
 - (d) a sufficient description of the goods to which the accession is affixed or attached, and
 - (e) a statement of his intention to remove the accessions from the goods to which they are affixed or attached unless the obligations secured by his security interest are satisfied before a specified day that is not less than 12 days after the service of the notice.
- Service of notice (6) A notice under subsection (5) and may be served in accordance with subsection 67(1) or, in the case of a person who has registered a financing statement, by registered mail addressed to his post office address as it appears on the security agreement or financing statement.

- Time for removal (7) A secured party shall not exercise his right to remove an accession from the goods to which it is affixed or attached
- (a) before the expiration of 15 days after the service of every notice required to be served under subsection (5), or
 - (b) after he is refused permission under subsection (9).
- Reimbursement for damage (8) Any person, other than the debtor, who has an interest in the goods to which an accession is affixed or attached at the time when the goods subject to a security interest become an accession is entitled to reimbursement for any damage to his interest in the goods to which the accession is affixed or attached resulting from the removal of the accession, but is not entitled to reimbursement for diminution in their value caused by the absence of the accession or by the necessity for its replacement.
- Refusal of permission (9) The persons entitled to reimbursement as provided in subsection (8) may refuse permission to remove the goods until the secured party has given adequate security for the reimbursement.
- Application to court (10) The secured party may apply to a court for an order
- (a) determining the persons entitled to reimbursement under this section,
 - (b) determining the amount and kind of security to be provided by the secured party, or
 - (c) dispensing with the consent of any or all of the persons mentioned in paragraph (a).
- Postponement of removal (11) A person entitled to receive a notice under subsection (5) may apply to a judge for an order postponing removal of the accession from the goods to which it is affixed or attached, and the judge may make any order that he considers just.
- Retention of accession (12) A person having an interest in goods that is subordinate to a security interest by virtue of subsection (1) may, before the accession is removed, retain the accession upon satisfaction of

the obligations secured by the security interest having priority over his interest.

- Duty of secured party (13) A secured party who has the right to remove an accession from the goods to which it is affixed or attached shall exercise his right of removal in a manner that causes no greater damage or injury to those goods, or that puts the person who is in possession of those goods to any greater inconvenience, than is necessarily incidental to the removal of the accession.

Commingled Goods

- Continuity of perfection 38(1) A perfected security interest in goods that subsequently become part of a product or mass continues in the product or mass if the goods are so manufactured, processed, assembled or commingled that their identity is lost in the product or mass.

- Sharing by interests (2) Where more than one perfected security interest attaches to the product or mass, the security interests are entitled to share in the product or mass according to the ratio that the obligations secured by each security interest entitled to share bear to the sum of the obligations secured by all the security interests entitled to share.

- Exception (3) This section does not apply to a security interest in an accession to which section 37 applies.

Subordination

- Subordination 39(1) A secured party may, in the security agreement or otherwise, subordinate his security interest to any other security interest.

Assignment by Secured Party

- Rights of assignee 40(1) Unless a debtor on an intangible or chattel paper has made an enforceable agreement not to assert defences or claims arising out of a contract between the debtor and the assignor, the rights of an assignee are subject to
(a) all the terms of the contract between the debtor on an intangible or chattel paper and

the assignor and any defence or claim arising out of the contract, and

- (b) any other defence or claim of the debtor on an intangible or chattel paper against the assignor that accrued before the debtor on an intangible or chattel paper received notice of the assignment.

- Modification after assignment (2) So far as the right to payment under an assigned contract right has not been earned by performance, and notwithstanding notification of the assignment, any modification of or substitution for the contract made in good faith, in accordance with reasonable commercial standards, and without material adverse effect upon the assignee's rights under or the assignor's ability to perform the contract, is effective against an assignee unless the debtor on an intangible or chattel paper has otherwise agreed, but the assignee acquires corresponding rights under the modified or substituted contract.
- Exception (3) Nothing in subsection (2) affects the validity of a term in an assignment agreement that provides that any modification or substitution in relation to the agreement by the assignor is a breach of the agreement.
- Debtor may pay assignor (4) Subject to paragraph 10(1)(e) of the Judicature Ordinance, the debtor on an intangible or chattel paper may pay the assignor until the debtor receives notice of the assignment reasonably identifying the relevant rights and, if requested by the debtor within a reasonable time, proof of the assignment.
- Assignments are valid (5) A term in a contract between a debtor on an intangible and an assignor that prohibits assignment of the whole of an account or intangible for money due or to become due is void.

PART IV.
THE REGISTRATION SYSTEM

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| Establishment of system | 41(1) | A registration system, including a registry for the registration of financing statements, shall be established for the purposes of this Ordinance. |
| Registrar | (2) | There shall be appointed, from among the members of the Public Service, a registrar of personal property security. |
| Duties of registrar | (3) | The registrar shall supervise the administration of the registration system established under subsection (1). |
| Designation by registrar | (4) | The registrar may designate one or more persons on the staff of his office to act on his behalf. |

Searches

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| Search of registry | 42(1) | Upon the request of any person in a prescribed manner and upon payment of the prescribed fee in the prescribed manner, the registrar shall <ol style="list-style-type: none">(a) issue a search report stating whether there is registered at the time mentioned in the search report a financing statement in which the person named in the request is shown as a debtor and, if there is, its registration number, and any other information recorded in the office of the registration system,(b) provide a certified copy of any registered financing statement, or(c) provide such further or other information as he may be required by regulation to provide. |
| Search report | (2) | A search report issued under paragraph (1)(a) is prima facie evidence of its contents. |
| Certified copy | (3) | A certified copy issued under paragraph (1)(b) is prima facie evidence of the contents of the financing statement of which it is a copy. |
| Warning | (4) | A search report issued under paragraph (1)(a) may contain a warning in such words as may be prescribed concerning its accuracy. |

Certified copy (5) A copy of any registered document certified by the registrar is receivable in evidence as prima facie proof for all purposes, without proof of his signature or official position.

Financing Statements

General form 43(1) In order to register under this Ordinance for the purpose of perfecting a security interest, a financing statement shall be registered that contains in typed form
(a) the name and address of the debtor,
(b) the name and address of the secured party,
(c) a sufficient description of the collateral, and
(d) such other information as may be prescribed.

Tender for registration (2) A financing statement may be tendered for registration at the registry, or it may be sent for registration by mail addressed to the prescribed address.

Refusal of registration (3) Where, in the opinion of the registrar, a document tendered for registration does not comply with this Ordinance, he may refuse to register it, and shall give the reason for his refusal.

Signature by agent (4) For the purposes of this Ordinance, a writing is deemed to be signed by a person when it is signed by the person or his agent.

Time for registration (5) A financing statement may be registered at any time, and before a security agreement is made or a security interest attaches.

Fixtures and Crops

Interests in land 44(1) In order to perfect, against interests to which the Land Titles Act (Canada) applies, a security interest in crops that are growing or to be grown or in goods before or after they become fixtures, a copy of the financing statement and such form of application for registration as may be prescribed shall also be registered under the Land Titles Act (Canada).

- Interests in goods (2) A security interest in crops or in fixtures may be perfected as a security interest in goods without also being perfected pursuant to subsection (1).
- Registration under Land Titles Act (3) A copy of a financing statement accompanied by a form of application for registration prescribed under subsection (1) may be registered under the Land Titles Act (Canada), and the registrar or deputy registrar appointed under the Land Titles Act (Canada), upon payment of the proper fee, shall enter and register the financing statement as an encumbrance against the land therein described as provided by the Land Titles Act (Canada).
- Financing statement (4) A copy of a financing statement is not registrable under subsection (3) unless,
(a) it contains a sufficient description of the land to which it relates, and
(b) the title to the land to which it relates is registered under the Land Titles Act (Canada).
- Discharge or release (5) Where the registration of a financing statement ceases to be effective under section 54, or where a discharge of a security agreement or release of collateral is made under section 52, the registrar or deputy registrar appointed under the Land Titles Act (Canada) shall, upon the production of such proof if any as he may require, make an entry as provided by the Land Titles Act (Canada) noting that the registration of the financing statement has lapsed, that the security agreement has been discharged, or that the collateral has been released, as the case may be, in whole or in part.
- Change in statement (6) Sections 45 to 50 apply mutatis mutandis in respect of financing statements registered under the Land Titles Act (Canada).

Assignment by Secured Party

- Financing statement 45(1) Where a financing statement is registered and the secured party assigns his interest, a financing statement disclosing the assignment may be registered if it sets forth in typed form at least
(a) the name and address of the debtor,

- (b) the name and address of the secured party of record,
- (c) the name and address of the assignee, and
- (d) the registration number of the previously registered financing statement.

- Partial assignment (2) Where an assignment under subsection (1) relates to only part of the collateral, the financing statement registered under subsection (1) shall contain a sufficient description of the collateral to which the assignment relates.

- Assignment before registration (3) Where no financing statement has been registered with respect to a security interest and the secured party assigns his interest, a financing statement may be registered in which the assignee is disclosed as the secured party.

- Assignee is secured party (4) After registration of a financing statement under this section, the assignee becomes the secured party of the record.

- Time for registration (5) A financing statement disclosing an assignment may be registered before or after an agreement to assign the security interest has been completed.

Assignment by Debtor

- Assignment with consent 46(1) Where a security interest is perfected by registration and the debtor with the consent of the secured party assigns his interest in the collateral, the assignee becomes a debtor and the security interest becomes and remains unperfected to the extent of the interest assigned until the secured party registers a financing statement containing the prescribed information.

- Assignment without consent (2) Where a security interest is perfected by registration and the secured party learns that the debtor has changed his name or assigned his interest in the collateral, the security interest becomes unperfected to the extent of the interest assigned 15 days after the secured party learns of the change of name or the assignment and the name and address of the assignee, unless the secured party registers a financing statement containing

the prescribed information within the 15-day period.

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| Re-perfection | (3) | A security interest that becomes unperfected under subsection (1) or (2) may thereafter be perfected by registering a financing statement containing the prescribed information or as otherwise provided by this Ordinance. |
| Prior registrations | (4) | This section does not have the effect of unperfected a prior security interest as defined in subsection 71(1) that is registered under a prior registration law as defined in that subsection. |

Amendments

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| Financing statement | 47(1) | A financing statement disclosing an amendment to a previously registered financing statement may be registered at any time during the period that the previous registration is effective. |
| Effect of registration | (2) | Where an amendment adds collateral or alters the name or description of the debtor, it is effectively registered as to the additional collateral, or as to the altered name or description, only from the date of the registration of the financing statement disclosing the amendment. |
| Release of collateral | (3) | A financing statement releasing certain collateral described in a previously registered financing statement may be registered at any time during the period that the registration is effective and it takes effect from the date of registration of the financing statement disclosing an amendment releasing collateral. |
| Registration number | (4) | A financing statement registered under this section must refer to the registration number of the financing statement that it amends. |

Subordination

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| Financing statement | 48(1) | A financing statement disclosing a subordination of a security interest created or provided for by a |
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security agreement in respect of which a financing statement has been registered under this Ordinance may be registered at any time during the period that the registration of the subordinated interest is effective.

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| Effect of registration | (2) | Unless a contrary intention appears from the financing statement disclosing a subordination to it of a previously registered financing statement, it is effectively registered and takes effect only from the date of registration of the financing statement disclosing the subordination. |
| Registration number | (3) | A financing statement registered under this section must refer to the registration number of the financing statement that is subordinated to it. |

Renewal

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| Financing statement | 49(1) | A financing statement disclosing a renewal of a previously registered financing statement may be registered at any time during the period that the previous registration is effective. |
| Registration number | (2) | A renewal must refer to the registration number of the financing statement that it renews. |

Removal of Records

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| Occasion for removal | 50(1) | Financing statements or information provided on a financing statement as the case may require may be removed from the records of the registry
(a) when the financing statement is no longer effective,
(b) upon the receipt of a financing statement discharging or partially discharging the financing statement,
(c) upon the failure of the secured party to register a financing statement disclosing a judge's order maintaining a financing statement under subsection 52(4), or
(d) upon the receipt of a court order compelling the discharge or partial discharge of the financing statement. |
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Receivers

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| Registration required | 51(1) | Every person who obtains an order for the appointment of a receiver or receiver manager of the property of a debtor or who appoints a receiver or receiver manager under the terms of a security agreement shall, within 15 days from the date of the order or appointment, register a financing statement disclosing the appointment. |
| Renewal of appointment | (2) | Every receiver or receiver manager of the property of a debtor shall, while he continues to act as a receiver or receiver manager, register a financing statement disclosing the renewal of his appointment in the manner prescribed by section 47 in order to maintain in effect the registration made under subsection (1). |
| Termination | (3) | Every receiver or receiver manager of the property of a debtor shall, upon ceasing to act as a receiver or receiver manager, register a financing statement disclosing his ceasing to act as a receiver or receiver manager of the property of the debtor. |
| Trust indenture | (4) | This section applies with the necessary changes with respect to a trustee under a trust deed. |

Discharge of Security Agreement

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| Financing statement discharge | 52(1) | Where a financing statement is registered and the collateral or proceeds, as the case may be, is released or partially released, the secured party shall discharge the registration, wholly or partially, as the case may require, by registering a financing statement containing the prescribed information. |
| Prohibition | (2) | No financing statement discharging a registration under subsection (1) shall be registered unless financing statements disclosing all assignments by the secured party or debtor are registered. |
| Demand for financing statement | (3) | Where a financing statement is registered and
(a) all the obligations under the security agreement to which it relates are performed, |

- (b) it is agreed to release part of the collateral in which a security interest is taken upon payment or performance of certain of the obligations under the security agreement, then upon payment or performance of such obligations, or
- (c) it purports to give the secured party a security interest in property of the debtor in which the secured party does not have, or is not entitled to claim, a security interest, any person having an interest in the collateral which is the subject of the security agreement or financing statement may serve a written demand on the secured party, demanding a financing statement discharging the registration under subsection (1), and the secured party shall sign and deliver or send to the registry the financing statement together with financing statements discharging the registration of all assignments by the secured party or the debtor in respect of which such financing statements have not been registered, within fifteen days after service of the demand.

Notice of discharge

- (4) Where the secured party, without reasonable excuse, fails to deliver the required financing statements within 15 days after receipt of a demand under subsection (3), the person who has made the demand may require the registrar to serve a notice in writing on the secured party stating that the registration of the registered financing statement will be discharged or that a part of the collateral will be released, as the case may be, upon the expiration of 40 days after the day on which the registrar serves the notice on the secured party, unless in the meantime the secured party registers with the registrar a financing statement disclosing an order of a judge that the registration of the interest of the secured party be maintained, in whole or in part, as the case may be.

Application to judge

- (5) The secured party may apply to a judge by originating application with notice of the application to the person demanding under subsection (3) and the registrar, and the judge may,

- (a) order that the registration of a financing statement be maintained in whole or in part, with or without conditions and, subject to section 54, for any period of time that he considers just,
- (b) order that the registration of a financing statement be discharged, in whole or in part, with or without conditions, or upon the provision of such security as he considers just, or
- (c) if he determines that the secured party had insufficient cause for not filing a financing statement disclosing a discharge of obligations under the security agreement, order the secured party to pay to the person demanding the discharge under subsection (3) the sum of \$200 or the amount of the loss, damage, or inconvenience suffered by that person, whichever is greater.

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| Service | (6) | The demand or notice mentioned in subsection (3) or (4) may be served in accordance with subsection 67(1) or by registered mail addressed to the post office address of the secured party as it appears on the security agreement or financing statement. |
| Exception | (7) | Subsection (4) does not apply to an agreement registered under the <u>Corporation Securities Registration Ordinance</u> or to a financing statement registered with respect to a security interest taken under a trust deed where the financing statement indicates that the security agreement with respect to which the financing statement was registered is a trust deed. |
| Trust deeds | (8) | Where the secured party under a registration to which the <u>Corporation Securities Registration Ordinance</u> applies or under a trust deed fails to deliver the financing statements demanded in subsection (3), the person making the demand may apply to the Court, upon notice to all persons concerned, for an order directing that the financing statement be removed from the registry. |

Action against Commissioner

Amount of award	53(1)	Subject to the other provisions of this section, any person who suffers loss or damage as a result of his reliance upon a prescribed registry document or printed search result that is incorrect because of an error or omission in the operation of the registry may bring an action against the Commissioner in the Court for recovery of damages, but no award of damages to any single claimant shall exceed the prescribed amount.
Limitation	(2)	No action for damages under this section lies against the Commissioner unless it is commenced within one year after the time of the person's having suffered the loss or damage.
Class action	(3)	Any action for recovery of damages under this section brought by a person shall be brought as an action on behalf of all other persons who relied on the same document or result, and the judgment in the action, except to the extent that it relates to the finding of the fact of reliance by each person and provides for subsequent determination of the amount of damages suffered by each person, constitutes a judgment between each person and the Commissioner in respect of an error or omission in the operation of the registry.
Trust deed	(4)	An action for recovery of damages under this section brought by a trustee under a trust deed or any person with an interest in a trust deed shall be brought as an action on behalf of all persons with interests in the same trust deed, and the judgment in the action, except to the extent that it provides for subsequent determination of the amount of damages suffered by each such person, constitutes a judgment between each such person and the Commissioner in respect of the error or omission.
Trust deed	(5)	In an action brought by a trustee under a trust deed or by any person with an interest in a trust deed, proof that each person relied on the document or result is not necessary if it is established that the trustee relied on the document or result,

but no person is entitled to recover damages under this section if he knew at the time he acquired his interest that the document or result relied on by the trustee was incorrect.

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| Total claims | (6) | The total of all claims for compensation paid under subsections (3) and (4) in any single action shall not exceed the prescribed amount. |
| Notice | (7) | In proceedings under subsections (3) and (4) the Court may make any order it considers appropriate to give notice to members of the class. |
| Immunity | (8) | Except as provided by this section, no action shall be brought against the Commissioner, the registrar or any officer or employee of the registry for any act or omission of the registrar or any officer or employee of the registry in respect of the discharge or purported discharge of any duty or function under this Ordinance. |

Effect of Registration

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| Time of effect | 54(1) | A registration under this Ordinance is effective only from the time of the assignment to it of the registration number and the recording of the prescribed particulars of it in the registry or in the Land Titles Office, as the case may be. |
| Duration of effect | (2) | Registration under this Ordinance of a financing statement is effective for the prescribed length of time. |
| Registration is not notice | (3) | Registration of a financing statement shall not constitute constructive notice or knowledge to third parties of
(a) its contents,
(b) the security interest to which it refers, or
(c) the financing statement itself. |

PART V
DEFAULT - RIGHTS AND REMEDIES

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| Application of Part | 55(1) | Unless otherwise provided in this Part, this Part applies only to a security interest that secures payment or performance of an obligation. |
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- Pawnbrokers (2) This Part does not apply to a transaction between a pledgor and a pawnbroker.
- Rights are cumulative (3) The rights and remedies mentioned in this Part are cumulative.
- Rights of secured party (4) Where the debtor is in default under a security agreement, the secured party has, in addition to any other rights and remedies,
(a) the rights and remedies provided in the security agreement except as limited by subsection (7),
(b) the rights and remedies provided in this Part, and
(c) when in possession, the rights, remedies and duties provided in section 17.
- Enforcement of interest (5) The secured party may enforce the security interest by any method available in or permitted by law, and if the collateral is or includes documents of title, the secured party may proceed either as to the documents of title or as to the goods covered thereby, and any method of enforcement that is available with respect to the documents of title is also available, mutatis mutandis, with respect to the goods covered thereby.
- Rights of debtor (6) Where the debtor is in default under a security agreement, he has, in addition to the rights and remedies provided in the security agreement and any other rights and remedies, the rights and remedies provided in this Part and in section 17.
- No waiver or variation (7) Except as provided in sections 17, 61 and 62, no provision of section 17 or sections 59 to 63, to the extent that they give rights to the debtor and impose duties upon the secured party, shall be waived or varied, but the parties may by agreement determine the standards by which the rights of the debtor and the duties of the secured party are to be measured, so long as such standards are not manifestly unreasonable having regard to the nature of such rights and duties.
- Real and personal property (8) Where a security agreement covers both real and personal property, the secured party may proceed under this Part as to the personal property or he

may proceed as to both the real and the personal property, in which case this Part applies to the personal property only to the extent that it is not inconsistent with laws applicable to proceedings against real and personal property in a single action.

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| No merger | (9) | A security interest does not merge merely because a secured party has reduced his claim to judgement, and the right of the secured party to the proceeds of the collateral is not affected by any execution levied under the judgment. |
| Appointment of receiver | 56(1) | A security agreement may provide for the appointment of a receiver or a receiver-manager and, except as provided in this Ordinance, prescribe his rights and duties. |
| Powers of Court | (2) | Upon the application of any person entitled to make an application under section 63, and after notice has been given to any person that the judge directs, the Court may <ol style="list-style-type: none">(a) appoint a receiver or receiver-manager,(b) remove, replace or discharge a receiver or receiver-manager whether appointed by a court or pursuant to a security agreement,(c) give directions on any matter relating to the duties of a receiver or receiver-manager,(d) approve the accounts and fix the remuneration of a receiver or receiver-manager, and(e) make any order it thinks fit in the exercise of its jurisdiction over receivers and receiver-managers. |
| Rights and duties | (3) | Notwithstanding any other Ordinance, and except as otherwise ordered by the Court, a receiver or receiver-manager appointed under a security agreement has the rights of a secured party under this Part and shall comply with this Part and section 17 as if he were a secured party. |
| Exception | (4) | Unless the Court orders otherwise, <ol style="list-style-type: none">(a) a receiver-manager is only required to comply with sections 17 and 57 to 60 when he disposes |

of collateral otherwise than in the course of carrying on the business of the debtor, and
(b) sections 61 and 62 do not apply whenever a receiver or receiver-manager has been appointed.

Collection rights of secured party 57(1) Where so agreed and in any event upon default under a security agreement, a secured party is entitled
(a) to notify any debtor on an intangible or chattel paper or any obligor on an instrument to make payment to him whether or not the assignor was theretofore making collections on the collateral, and
(b) to take control of any proceeds to which he is entitled under section 27.

Expenses of collection (2) A secured party who by agreement is entitled to charge back uncollected collateral or otherwise to full or limited recourse against the debtor and who undertakes to collect from the debtors on intangibles or chattel paper or obligors on instruments shall proceed in a commercially reasonable manner and may deduct his reasonable expenses of realization from the collections.

Seizure on default 58(1) Subject to sections 36 and 37, upon default under a security agreement,
(a) the secured party has, unless otherwise agreed, the right to take possession of the collateral by any method permitted by law,
(b) if the collateral is equipment and the security interest is perfected by registration, the secured party may, in a reasonable manner, render such equipment unusable without removal thereof from the debtor's premises, and the secured party shall thereupon be deemed to have taken possession of such equipment, and
(c) the secured party may dispose of collateral under section 59 on the debtor's premises.

Disposal of Collateral

Proceeds of disposition 59(1) Upon default under a security agreement, the secured party may dispose of any of the collateral

in its condition either before or after any commercially reasonable repair, processing or preparation for disposition, and the proceeds of the disposition shall be applied consecutively to

- (a) the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the collateral and any other reasonable expenses incurred by the secured party, and
- (b) the satisfaction of the obligation secured by the security interest of the party making the disposition.

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| Manner of disposal | (2) | Collateral may be disposed of in whole or in part, and any such disposition may be by public sale, private sale, lease or otherwise and, subject to subsection (4), may be made at any time and place and on any terms so long as every aspect of the disposition is commercially reasonable. |
| Delay | (3) | The secured party may delay disposition of the collateral in whole or in part for such period of time as is commercially reasonable. |
| Notice of disposition | (4) | Not less than 20 days prior to disposition of the collateral, the secured party shall serve a notice on <ul style="list-style-type: none">(a) the debtor or any other person who is known by the secured party to be the owner of the collateral,(b) any creditor or person with a security interest in the collateral whose interest is subordinate to that of the secured party and who has registered a financing statement indexed in the name of the debtor, and(c) any other person with an interest in the collateral who has delivered a written notice to the secured party of his interest in the collateral prior to the date of the service of the notice on the debtor. |
| Contents of notice | (5) | The notice mentioned in subsection (4) shall contain <ul style="list-style-type: none">(a) a brief description of the collateral, |

- (b) a statement as to the amount required to satisfy the obligation secured by the security interest,
- (c) a statement as to the sums actually in arrears, exclusive of the operation of any acceleration clause in the security agreement, and a brief description of any other provision of the security agreement for the breach of which the secured party intends to dispose of the collateral,
- (d) a statement as to the amount of the applicable expenses referred to in paragraph (1)(a) or, in a case where the amount of such expenses has not been determined, a reasonable estimate,
- (e) a statement, where applicable, that upon payment of the amounts due under paragraphs (b) and (d) the debtor or other person may redeem the collateral,
- (f) a statement, where applicable, that upon payment of the sums actually in arrears or the curing of any other default, as the case may be, together with the amounts due under paragraph (1)(a), the debtor may reinstate the security agreement,
- (g) a statement that unless the collateral is redeemed or the security agreement is reinstated the collateral will be disposed of and the debtor may be liable for any deficiency, and
- (h) a statement as to the date, time and place of any public sale, or the date after which any private disposition of the collateral is to be made.

Notice by
receiver

- (6) A notice under subsection (4) given by a receiver or receiver-manager need contain only
 - (a) a description of the collateral by type or kind, and
 - (b) a statement as to the date, time and place of any public sale, or the date after which any private disposition of the collateral is to be made.

Statements
not needed

- (7) Where the notice required in subsection (4) is served on any person other than the debtor, it need

not contain the information specified in paragraphs (5)(c), (f) and (g), and where the debtor is not entitled to reinstate the security agreement, the notice to the debtor need not contain the information specified in paragraphs (5)(e) and (f).

- Deficiency (8) No statement mentioned in paragraph (5)(g) shall make reference to any liability on the part of the debtor to pay a deficiency if under any Ordinance or rule of law the secured party does not have the right to collect a deficiency from the debtor.
- Purchase by secured party (9) The secured party may purchase the collateral or any part thereof only at a public sale.
- Bona fide purchaser (10) When a secured party disposes of collateral by sale to a bona fide purchaser for value who takes possession of it, the purchaser acquires the collateral free from the interests of the debtor and from any interest subordinate to that of the secured party, whether or not the requirements of this section have been complied with by the secured party, and all obligations secured by such subordinate interests are deemed to be performed for the purposes of section 52.
- Exception (11) Subsection (10) does not apply so as to affect the rights of a person with a security interest deemed to be registered under section 71 who has not been given a written notice under this section.
- Transfer to guarantor etc. (12) A person who is liable to a secured party under a guarantee, endorsement, covenant, repurchase agreement, or the like and who receives a transfer of collateral from the secured party or is subrogated to his rights has thereafter the rights and duties of the secured party, and such a transfer of collateral is not a disposition of the collateral.
- Notice not required (13) The notice mentioned in subsection (4) is not required where
(a) the collateral is perishable,

- (b) the collateral will decline substantially in value if not disposed of immediately after default,
- (c) the cost of care and storage of the collateral is disproportionately large in relation to its value,
- (d) due to market conditions, a delay in disposing of the collateral would likely reduce the amount recovered from its disposition,
- (e) for any other reason, a judge of the Court, on ex parte application, is satisfied that a notice is not required, or
- (f) after default, every person entitled to receive a notice of disposition under subsection (4) consents in writing to the immediate disposition of the collateral.

Service (14) The notice required in subsection (4) may be served in accordance with subsection 67(1), or in the case of a person who has registered a financing statement, by registered mail addressed to his post office address as it appears on the statement or on the security agreement.

Surplus or deficiency 60(1) Where a security agreement secures an indebtedness and the secured party has dealt with the collateral under section 57 or has disposed of it in accordance with section 59 or otherwise, he shall account for and pay over any surplus consecutively to

- (a) any person who has a subordinate security interest in the collateral who registers a financing statement prior to the distribution of the surplus,
- (b) any other person who has an interest in the surplus, if that person has delivered a written demand for it on the secured party prior to distribution of the surplus, and
- (c) the debtor.

Proof of interest (2) The secured party may request a person who has a subordinate security interest or a person who has delivered a written demand to furnish him with proof of that person's interest, and unless the person furnishes such proof within ten days after

the secured party's demand, the secured party need not pay over any portion of the surplus to him.

Liability of debtor (3) Unless otherwise agreed, or unless otherwise provided in any Ordinance, the debtor is liable for any deficiency.

Retention by Secured Party

Proposal to retain 61(1) After default, the secured party in possession of the collateral may propose to retain the collateral in satisfaction of the obligations secured, and shall serve a notice of the proposal on

- (a) the debtor or any other person who is known by the secured party to be the owner of the collateral,
- (b) any creditor or person with a security interest in the collateral whose interest is subordinate to that of the secured party and who has registered a financing statement indexed in the name of the debtor, and
- (c) any other person with an interest in the collateral who has delivered a written notice to the secured party of his interest in the collateral prior to the date of the service of the notice on the debtor.

Objection (2) If any person who is entitled to notice under subsection (1), and whose interest in the collateral would be adversely affected by the secured party's proposal, delivers to the secured party a written objection within 15 days after service of the notice, the secured party shall dispose of the collateral under section 59.

Effect of retention (3) If no objection is made, the secured party in possession is, at the expiration of the 15-day period, deemed to have elected irrevocably to retain the collateral in full satisfaction of the obligations secured, and thereafter is entitled to hold or dispose of the collateral free from all rights and interests therein of

- (a) any person entitled to notice under paragraph (1)(b) who has been served with such notice, and

- (b) any person entitled to notice under paragraph (1)(a) or (c) whose interest is subordinate to that of the secured party and who has been served with such notice.
- Proof of interest (4) The secured party may require any person who has made an objection to his proposal to furnish him with proof of that person's interest in the collateral and, unless the person furnishes proof within ten days of the secured party's demand, the secured party may proceed as if he had received no objection from such person.
- Application to judge (5) Upon application by a secured party, and after notice to all persons affected, a judge may determine that an objection to the proposal of a secured party is ineffective on the ground that (a) the person made the objection for a purpose other than the protection of his interest in the collateral or the proceeds of a disposition of the collateral, or (b) the market value of the collateral is less than the total amount owing to the secured party and the costs of the disposition.
- Bona fide purchaser (6) When a secured party in possession disposes of collateral after expiration of the period mentioned in subsection (3) to a bona fide purchaser for value who takes possession of it, the purchaser acquires the collateral free from any interest subordinate to that of the secured party, whether or not the requirements of this section have been complied with by the secured party, and all obligations secured by such subordinate interests are deemed to be performed for the purposes of section 52.
- Exception (7) Subsection (6) does not apply so as to affect the rights of a person with a security interest deemed to be registered under section 71 who has not been given a written notice under this section.
- Service (8) The notice required under subsection (1) may be served in accordance with subsection 67(1) or, in the case of service on a person who has registered a financing statement, by registered mail addressed

to his post office address as it appears on the statement or the security agreement.

Redemption and Reinstatement

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| Exercise of right | 62(1) | Unless he has after default otherwise agreed in writing,
(a) any person entitled to receive a notice under subsection 59(4) may redeem the collateral by tendering fulfillment of all obligations secured by the collateral, or
(b) the debtor may reinstate the security agreement by paying the sums actually in arrears, exclusive of the operation of any acceleration clause, or by curing any other default by reason whereof the secured party has taken possession of the collateral, upon payment of a sum equal to the reasonable expenses incurred by the secured party in retaking, holding, repairing, processing, preparing the collateral for disposition and arranging for its disposition, and any other reasonable expenses incurred by the secured party. |
| Only one reinstatement | (2) | A security agreement may be reinstated only once in its life, and then only if the payment terms under the agreement are less than six months in arrears. |
| Deadline | (3) | Redemption under paragraph (1)(a) or reinstatement under paragraph (1)(b) may occur at any time before the secured party
(a) has disposed of the collateral,
(b) has contracted for such disposition under section 59, or
(c) is deemed to have elected irrevocably under section 61 to retain the collateral in satisfaction of the obligation. |

Non-compliance by Secured Party

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| Application to court | 63(1) | Where a secured party in possession of collateral is not complying with an obligation imposed by section 17, or after default, is not proceeding in accordance with this Part or the account is disputed, the debtor, any person who is the owner of the collateral, the creditor of either of them, |
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or any person other than the secured party who has an interest in the collateral may apply to a court having jurisdiction and the court may, upon hearing the application, direct that the secured party comply with the obligations imposed by section 17 or this Part, order that the collateral be or not be disposed of, order an account to be taken, or make such other or further order as the court deems just.

Liability of secured party	(2)	If the disposition of the collateral has been made otherwise than in accordance with this Part, the debtor or any other person entitled to notice under subsection 59(4) or whose security interest has made been known to the secured party prior to the disposition has a right to recover from the secured party any loss or damage caused by his failure to comply with this Part.
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PART VI
MISCELLANEOUS

Exercise of rights and duties	64(1)	All rights, duties or obligations arising under a security agreement, under this Ordinance or under any other applicable law, shall be exercised in good faith and in a commercially reasonable manner.
Recovery of loss	(2)	Where a person fails to discharge any duties or obligations imposed upon him by this Ordinance, any person has a right to recover loss or damage that he suffered and that was reasonably foreseeable as liable to result from such failure.
No waiver	(3)	Except as otherwise provided by this Ordinance, any provision of any agreement that purports to limit the liability of a person for failure to discharge duties imposed on him by this Ordinance is void.
Other laws apply	65(1)	The principles of law and equity, including the law merchant, the law relating to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion and mistake, and other validating or invalidating rules of law, supplement this Ordinance and continue to apply.

- Effect of agreements (2) Except as provided by this or any other Ordinance, a security agreement is effective according to its terms.
- Minor defects 66(1) The validity or effectiveness of a document to which this Ordinance applies is not affected by reason of a defect, irregularity, omission or error in the document or in the execution or registration of the document unless the defect, irregularity, omission or error is seriously misleading.
- Partial errors (2) Failure to provide a description required by this Ordinance in relation to any type of collateral in a document does not affect the validity or effectiveness of the document as it relates to other collateral.
- Rules of court (3) Unless otherwise provided by this Ordinance or the regulations, the Rules of Court apply to proceedings under this Ordinance.
- Service 67(1) Where under this Ordinance a notice or any other written matter may be or is required to be served, it may be served on
- (a) an individual, by personal service or by registered mail addressed to him at his residence or place of business and, if he has more than one place of business, at any one of his places of business,
 - (b) a partnership,
 - (i) by personal service upon any one or more of the partners or any person having, at the time of service, control or management of the partnership business at the principal place of business of the partnership within the Territory, or
 - (ii) by registered mail addressed to the partnership, any one or more of the partners, any person having, at the time of service, control or management of the partnership business at the principal place of business of the partnership within the Territory, or at the post office address of the principal place of business of the partnership within the Territory,

- (c) a body corporate, by delivery to the registered office of the body corporate or by registered mail addressed to the body corporate at its registered office, and
- (d) an extra-territorial body corporate, by delivery to the attorney for the body corporate appointed under section 163 of the Companies Ordinance, or section 45 of the Societies Ordinance, or by registered mail addressed to the body corporate at the address of such attorney.

Registered mail

- (2) Service by registered mail is effected when the addressee actually receives a notice or any other written matter, or upon the expiry of four days after the day of registration, whichever is earlier.

Knowledge or notice

- (3) For the purposes of this Ordinance, a person knows or has notice when,
 - (a) in the case of an individual, information comes to his attention under circumstances in which a reasonable person would take cognizance of it, and
 - (b) in the case of a partnership, information has come to the attention of one or more of the partners or of a person having control or management of the partnership business under circumstances in which a reasonable person would take cognizance of it, and
 - (c) in the case of a body corporate, information has come to the attention of
 - (i) a managing director or officer of the corporation, or
 - (ii) a senior employee of the corporation with responsibility for matters to which the information relates,

under the circumstances in which a reasonable person would take cognizance of it, or the information in writing has been delivered to the registered office of the body corporate or attorney for an extra-provincial body corporate appointed under section 163 of the Companies Ordinance or section 45 of the Societies Ordinance.

Service by registered mail (4) Where a notice or any other written matter may be served by registered mail to the post office address as it appears on a registered financing statement or security agreement and

- (a) no financing statement was required to be registered and no sufficient address appears on the security agreement, or
- (b) no document is registered and the security interest is deemed to be perfected under subsection 71(3),

the notice or other written matter shall be served in accordance with subsection (1).

Extension of time 68(1) Where in this Ordinance other than sections 5 to 7, 13 and 34, Part IV and this Part, any time is prescribed within which or before which any act or thing must be done, the Court on application may, upon such terms, conditions and notice, if any, as it may order, extend the time for doing the act or thing.

Regulations

Regulations 69(1) The Commissioner may make such regulations as he deems necessary

- (a) prescribing the duties of the registrar;
- (b) prescribing business hours for the office;
- (c) respecting the registration system including the indexing of collateral by serial number;
- (d) requiring the payment of fees and prescribing amounts thereof;
- (e) governing practice and procedure applicable to proceedings under this Ordinance;
- (f) prescribing forms and providing for their use;
- (g) respecting the signing of financing statements,
- (h) respecting the length of time that registration of a financing statement is effective;
- (i) authorizing the registrar to accept for registration financing statements that are not in typed form, or that are not in the prescribed form;
- (j) exempting from the operation of this Ordinance leases of specified types or classes

- of goods by specified or classes of persons;
and
- (k) respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Ordinance.

Transitional Provisions

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| Application of Ordinance | 70(1) | This Ordinance applies <ul style="list-style-type: none">(a) to every security agreement made after this section comes into force, and(b) to every prior security interest as defined in subsection 71(1), that has not been validly terminated, completed, consummated or enforced in accordance with the prior law before this section comes into force. |
| Validity of interests | (2) | Notwithstanding section 74, the validity of a prior security interest as defined in section 71 is governed by the prior law. |
| Prior security interests | (3) | Notwithstanding section 74, the order of priorities between security interests is determined by prior law if all of the competing security interests arose under security agreements entered into before this section comes into force. |
| Other interests | (4) | Notwithstanding section 74, the order of priorities between a security interest and the interest of a third party is determined by prior law if the third party interest arose before this section comes into force and the security interest arose under a security agreement entered into before this Ordinance comes into force. |
| "prior law" | (5) | In this section, "prior law" means the law in force on the day immediately preceding the day on which this section comes into force. |
| Included interests | (6) | This Ordinance applies to security interests created under <ul style="list-style-type: none">(a) renewal, extension, refinancing or consolidation agreements made after this section comes into force, and |

(b) revolving credit transactions entered into before and continuing after this section comes into force.

71(1) In this section,

"priority security interest"

"prior security interest" means a transaction, lease, assignment, sale or consignment validly created or entered into before this section comes into force that is a security interest within the meaning of this Ordinance and to which this Ordinance would have applied if it had been in force at the time when the transaction, lease, assignment, sale or consignment was created or entered into; and

"prior registration law"

"prior registration law" means the Assignment of Book Debts Ordinance, the Bills of Sale Ordinance, the Conditional Sales Ordinance, section 102 of the Companies Ordinance, and the Corporation Securities Registration Ordinance.

Registered prior interest

(2) A prior security interest that, when this section comes into force, is covered by an unexpired filing or registration under a prior registration law shall be deemed to be registered under this Ordinance and, subject to this Ordinance, such registration continues the effect of the prior filing or registration for the lesser of the unexpired portion of the filing or registration period and three years from the date on which this section comes into force, and the effect of the prior filing or registration may be further continued by the registration of a financing statement under this Ordinance.

Unregistered perfected prior interest

(3) A prior security interest validly created, reserved, or provided for under any prior law that gave that interest the priority of a perfected security interest without filing or registration under any prior registration law and without the secured party taking possession of the collateral is perfected within the meaning of this Ordinance as of the date the security interest attached, and that perfection continues for three years from the date this section comes into force

without registration under this Ordinance, after which it becomes unperfected unless otherwise perfected under this Ordinance.

- Continuity of perfection (4) The perfection of a prior security interest that, when this section comes into force, is covered by an unexpired filing or registration under a prior registration law, and for the perfection of which under this Ordinance no registration of a financing statement is required, continues under this Ordinance.
- Unregistered prior interest (5) A prior security interest that, when this section comes into force, could have been but is not covered by a filing or registration under a prior registration law, may, subject to this Ordinance, be perfected by the registration of a financing statement under this Ordinance.
- Perfection by possession (6) A prior security interest that, when this section comes into force, could be but is not perfected under the prior law by the secured party's taking possession of the collateral, may, if permitted by this Ordinance, be perfected by possession in accordance with this Ordinance.
- Time of possession (7) A prior security interest that, under this Ordinance, may be perfected by the secured party taking possession of the collateral is perfected for the purposes of this Ordinance by such possession, whether such possession occurs before or after this section comes into force and notwithstanding that the prior law did not permit the perfection of the security interest by such possession.
- Perfection without registration or possession (8) A prior security interest that, when this section comes into force, could have been but is not covered by a filing or registration under a prior registration law and that, under this Ordinance, may be perfected without registration of a financing statement and without possession of the collateral by the secured party, is perfected under this Ordinance if all the other conditions for the perfection of a security interest are satisfied.

- Previous liens (9) The validity of a lien that exists before this Ordinance come into force under an Ordinance mentioned in sections 79, 82, 85 or 86 shall be determined as if this Ordinance had not come into force.
- Limit to liability (10) No action lies against any person for damages arising out of the non-perfection or non-registration, under this section, of a prior security interest, whether or not it is covered by a registration under a prior registration law, except for damages arising out of a breach of a duty of care assumed by the person in instructions received by him, or in an opinion expressed by him, after this section comes into force.

Other Ordinances

- Conflicting provisions 72(1) Where there is conflict between this Ordinance and a provision of the Consumers' Protection Ordinance, the provision of the Consumers' Protection Ordinance prevails insofar as it affects security interests in consumer goods.
- Specific Ordinances (2) Where there is conflict between this Ordinance and a provision of the Distress Ordinance, the Exemptions Ordinance or the Landlord and Tenant Ordinance, the other Ordinance prevails.
- General rule (3) Except as provided in subsections (1) and (2), in all other cases of conflict between this Ordinance and the Consumers' Protection Ordinance or any other general or special Ordinance, this Ordinance prevails.
- References 73(1) The provisions of any general or special Ordinance that relate to a security interest to which this Ordinance applies and that refer to the Assignment of Book Debts Ordinance, the Bills of Sale Ordinance, the Conditional Sales Ordinance, the Corporation Securities Registration Ordinance, section 102 of the Companies Ordinance, or any provision thereof, shall be deemed to refer to this Ordinance or to the corresponding provision of this Ordinance as the case may be, and not to the Assignment of Book Debts Ordinance, the Bills of

Sale Ordinance, the Conditional Sales Ordinance, the Companies Ordinance, or the Corporation Securities Registration Ordinance, as the case may be.

- Chattel mortgage, etc. (2) A reference in any Ordinance to a chattel mortgage, lien note, conditional sales contract, floating charge, pledge, assignment of book debts, or any derivative of these terms, or to any transaction which under this Ordinance is a security agreement, is deemed to be a reference to the corresponding type of security agreement under this Ordinance.
- Repeal 74(1) The Assignment of Book Debts Ordinance, the Bills of Sale Ordinance, the Conditional Sales Ordinance and the Corporation Securities Registration Ordinance are repealed.
- Choses in action Ordinance 75(1) Subsection 2(1) of the Choses in Action Ordinance is amended by adding immediately after the expression "but subject to such conditions and restrictions with respect to the right of transfer as may appertain to the original debt or as may be connected with or contained in the original contract" the expression "and subject to the Personal Property Security Ordinance;".
- (2) Section 4 of the Choses in Action Ordinance is repealed.
- Companies Ordinance 76(1) Sections 102, 103, 104, 105, 106, 107, and 114 of the Companies Ordinance are repealed.
- (2) Subsection 109(1) of the Companies Ordinance is amended by striking out the words "The copies of instruments creating any mortgage or charge requiring registration under this Ordinance with the Registrar, and".
- (3) Subsection 109(2) of the Companies Ordinance is amended by striking out the words "said copies of" and the words "copies or".
- (4) Subsection 111(1) of the Companies Ordinance is amended by striking out the number "102" and substituting the number "102.1" for it.

- Distress Ordinance 77(1) Subsection 3(1) of the Distress Ordinance is amended by striking out the expression "chattel mortgage" and substituting for it the expression "security interest".
- (2) Section 7 of the Distress Ordinance is repealed.
- Factors Ordinance 78(1) Subsection 15(1) of the Factors Ordinance is amended by striking out all of the words following the expression "by a declaration registered" and substituting for them the expression "under this Ordinance with the Registrar of Companies".
- Garage Keeper's Lien Ordinance 79(1) Subsection 4(1) of the Garage Keepers' Lien Ordinance is amended by striking out all of the words following the word "completed" and substituting the following for them: "register a financing statement under the Personal Property Security Ordinance containing the prescribed information".
- (2) Subsection 4(2) of the Garage Keepers' Lien Ordinance is repealed.
- (3) Subsection 4(3) of the Garage Keepers' Lien Ordinance is amended by striking out the expression "If a claim is filed" and substituting for it the expression "Where a financing statement is registered".
- (4) Subsection 5(1) of the Garage Keepers' Lien Ordinance is repealed.
- (5) Subsection 5(2) of the Garage Keepers' Lien Ordinance is amended
- (a) by striking out the expression "files a claim of lien" and substituting for it the expression "registers a financing statement", and
 - (b) by striking out all of the words following the expression "interest in" and substituting for them the expression "or a security interest in the motor vehicle, the lien is subordinate to the interest or security interest".

- (6) Paragraph 10(1)(c) of the Garage Keepers' Lien Ordinance is repealed and the following substituted for it:
- "(c) interests or security interests that, under this Ordinance, have priority over the lien,".
- (7) Schedule I of the Garage Keepers' Lien Ordinance is repealed.
- Interpretation Ordinance 80(1) Subsection 20(1) of the Interpretation Ordinance is amended by adding the following new definition:
- "'security interest' means a security interest within the meaning of the Personal Property Security Ordinance;".
- Judicature Ordinance 81(1) Paragraph 8(1)(h) of the Judicature Ordinance is amended by striking out the expression "money due under a mortgage" and substituting for it the expression "money due under a mortgage of land".
- Mechanics' Lien Ordinance 82(1) Subsection 2(1) of the Mechanics' Lien Ordinance is amended by adding the following new definition:
- "'land' includes fixtures within the meaning of the Personal Property Security Ordinance;".
- Partnership Ordinance 83(1) Subsection 2(1) of the Partnership Ordinance is amended by striking out the definition of "registration district".
- (2) Subsection 47(1) of the Partnership Ordinance is amended by striking out the expression "of the registration district in which they carry on or intend to carry on business".
- (3) Subsection 65(1) of the Partnership Ordinance is amended by striking out the expression "of the registration district in which the principal place of business is or is to be situate".
- Securities Ordinance 84(1) Paragraph 3(1)(o) of the Securities Ordinance is amended by striking out the expression "a contract within the meaning of the Conditional Sales Ordinance" and substituting the following for it:

- "(i) a contract for the sale of goods under which possession is or is to be delivered to the buyer and the property in the goods is to vest in him at a subsequent time upon performance of any obligation, or
- (ii) a contract for the hire of goods under which it is agreed that the hirer shall become, or shall have the option to become, the owner of the goods upon full compliance with the terms of the contract;".

Warehousemen's 85(1)
Lien
Ordinance

Paragraphs 4(1)(a) and (b) of the Warehousemen's Lien Ordinance are repealed and the following substituted for them:

- "(a) to the owner of the goods, and
- (b) to every person who has registered a financing statement indexed under the name of the owner of the goods under the Personal Property Security Ordinance before the goods are deposited with the warehouseman."

(2) Paragraphs 5(2)(b) and (c) of the Warehousemen's Lien Ordinance are repealed and the following substituted for them:

- "(b) to the owner of the goods,
- (c) to every person who has registered a financing statement indexed in the name of the owner of the goods under the Personal Property Security Ordinance before the goods are deposited with the warehouseman."

Woodmen's 86(1)
Lien
Ordinance

Subsection 5(1) of the Woodmen's Lien Ordinance is amended by adding at the end the following expression: "and a financing statement containing the prescribed information is registered under the Personal Property Security Ordinance."

(2) Subsection 8(3) of the Woodmen's Lien Ordinance is repealed and the following substituted for it:

"8(3) The lien expires unless proceedings to enforce it are commenced within 30 days after the later of

- (a) the date upon which the statement of claim and affidavit are filed,
- (b) the date upon which the financing statement is registered, and
- (c) where credit is given, the date upon which the period of credit expires."

Commissioner 87(1) The Commissioner is bound by this Ordinance.

88(1) The Ordinance, or any provision of it, comes into force on a day or days to be fixed by the Commissioner.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 21

AN ORDINANCE TO AMEND THE
RECIPROCAL ENFORCEMENT OF JUDGMENTS ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

1(1) Section 2 of the Reciprocal Enforcement
of Judgments Ordinance is amended

(a) by striking out the definition of
"judgment" substituting the
following for it:

"judgment"

"judgment"

(a) means a judgment or
order of a court in
a civil proceeding,
whether given or
made before or after
the commencement of
this Ordinance,
whereby a sum of
money is made payable,
and

(b) includes an award in
an arbitration
proceeding if the
award, under the law
in force in the
state where it was
made, has become
enforceable in the
same manner as a
judgment given by a
court in that state,
but

Application for
registration
of judgment

(c) does not include an
order for the period-
ical payment of
money as alimony or
as maintenance for a
wife or former

wife or reputed wife or
a child or any other
dependant of the
person against whom
the order was made;"

(b) by striking out the word "jurisdiction"
in the definition of "judgment
debtor" and substituting for it the
word "state", and

(c) by adding the following new subsection:

"(2) All references in this
Ordinance to personal
service mean actual
delivery of the process,
notice or other document,
to be served, to the
person to be served
therewith personally, and
service shall not be held
not to be personal service
merely because the service
is effected outside the
state of the original
court."

2(1) Subsections 3(1) and (2) of the Ordinance
are repealed and the following is substituted
for it:

Application
to register

"3(1) Where a judgment has been
given in a court in a re-
ciprocating state, the judgment
creditor may apply to the
Court within six years after
the date of the judgment to
have the judgment registered,
and on any such application
the Court may order the
judgment to be registered.

Ex parte
application

(2) An order for registration
under this Ordinance may be
made ex parte in any case in
which the judgment debtor

(a) was personally served with process in the original action, or
(b) though not personally served, appeared or defended, or attorned or otherwise submitted to the jurisdiction of the original court,
and in which, under the law in force in the state where the judgment was made, the time within which an appeal may be made against the judgment has expired and no appeal is pending, or an appeal has been made and has been disposed of.

Certificate

(2.1) In a case to which subsection (2) applies, the application shall be accompanied by a certificate issued from the original court under its seal and signed by a judge thereof or the clerk thereof.

Form of certificate

(2.2) The certificate shall be in the form set out in the Schedule, or to the like effect, and shall set forth the particulars as to the matters therein mentioned.

Notice

(2.3) In a case to which subsection (2) does not apply, such notice of the application for the order as is required by the rules or as the judge deems sufficient shall be given to the judgment debtor."

(2) Subsection 3(3) of the Ordinance is amended

(a) by striking out all of the words

Registration
not permitted

preceding paragraph (a) and substituting the following for them:

"3(3) No order for registration shall be made if the court to which application for registration is made is satisfied that",

(b) by striking out paragraph (a) and substituting the following for it:

"(a) the original court acted

(i) without jurisdiction under the conflict-of-laws rules of the court to which application is made, or

(ii) without authority, under the law in force in the state where the judgment was made, to adjudicate concerning the cause of action or subject-matter that resulted in the judgment or concerning the person of the judgment debtor",
and

(c) by striking out the word "jurisdiction" in paragraph (c) and substituting for it the word "state".

(3) Section 3 of the Ordinance is amended by adding the following new subsection:

"(5) If a judgment contains provisions by which a sum of money is made payable and also contains

Partial
registration

provisions with respect to other matters, such judgment may be registered under this Ordinance in respect of those provisions thereof by which a sum of money is made payable, but may not be so registered in respect of any other provisions therein contained."

3(1) The Ordinance is amended by adding, immediately after section 3, the following new sections:

Issuance of
certificate

"3.1(1) Where the original court is a court in the Territory, that court has jurisdiction to issue a certificate for the purposes of registration of a judgment in a reciprocating state.

Foreign
currency

3.2(1) Where a judgment sought to be registered under this Ordinance makes payable a sum of money expressed in a currency other than the currency of Canada,
(a) the registrar of the Court shall determine the equivalent of the sum in the currency of Canada on the basis of the rate of exchange prevailing at the date of the judgment in the original court, as ascertained from any branch of any chartered bank,
(b) the registrar shall certify on the order for registration the sum so determined expressed in the currency of Canada, and

(c) upon its registration,
the judgment shall be
deemed to be a judgment
for the sum so certified."

4(1) Paragraph 6(1)(a) is repealed and the
following is substituted for it:

"(a) within one month after
the registration or
within such further
period as the registering
court may order, notice
of the registration shall
be served upon the judgment
debtor in the same manner
as a writ of summons is
required to be served,
and".

5(1) Subsection 8(1) of the Ordinance is
amended by striking out the expression
"province of Canada" and substituting
for it the expression "state in or
outside Canada".

(2) Subsection 8(2) of the Ordinance is
amended by striking out the word
"jurisdiction" wherever it occurs and
substituting for it in each case the
word "state".

6(1) Subsection 9(1) of the Ordinance is
repealed and the following is substituted
for it:

Effect of
Ordinance

"9(1) Nothing in this Ordinance
deprives a judgment creditor
of the right to bring action
on his judgment, or on the
original cause of action,
(a) after proceedings have
been taken under this
Ordinance, or
(b) instead of proceeding
under this Ordinance,

and the taking of proceedings
under this Ordinance, whether
or not the judgment is registered,
does not deprive a judgment
creditor of the right to bring
action on the judgment or on
the original cause of action."

7(1) The Ordinance is amended by adding at
the end of it the following Schedule:

SCHEDULE

Under the Reciprocal Enforcement of Judgments
Act of the Province of.....

CERTIFICATE

CANADA

Province of.....
(or as the case may be)

To all whom these Presents shall come.....
GREETING:

It is hereby certified that, among the records
enrolled in the court of at,
before the Honourable a Justice (Judge)
of the said Court, in the Procedure Book there is
record of an action, numbered as No.

BETWEEN:

.....
(Plaintiff(s))

and

.....
(Defendant(s))

1. The writ of summons (statement of claim) (or
as the case may be) was issued on the
day of 19...., and proof was
furnished to this court that it was served on

the defendant by delivery of a copy thereof
to him and leaving it with him.

2. No defence was entered, and the judgment was
allowed by (proof, default, or order)
.....

or

2. A defence was entered and judgment was allowed
at the trial (or as the case may be)
.....

3. Judgment was given on the day of
..... 19....

4. Time for appeal has expired and no appeal is
pending (or An appeal against the judgment
was made and was dismissed by the Court of
Appeal and the time for any further appeal
has expired and no further appeal is pending,
or as the case may be.)

5. Further details if any.

6. Particulars:

Claim as allowed.....	\$.....
Costs to judgment.....	\$.....
Subsequent costs.....	\$.....
Interest.....	\$.....
	\$ _____

Paid on.....	\$.....
And the balance remaining due on said judgment for debt, interest and costs is the sum of	\$.....

And all singular which premises by the
tenor of these presents we have commanded to
be certified.

IN TESTIMONY WHEREOF we have caused the Seal of
our said Court at to be hereunto affixed.

*An Ordinance to Amend the
Reciprocal Enforcement of Judgments Ordinance* *Chp. 21*

WITNESS, The Honourable a Justice (Judge) of our
said Court at this day of
..... 19....

SEAL

A Justice (Judge) of the Court of
.....
or
Clerk of the Court of

NOTE: This Ordinance is based on a model Act
recommended by the Uniform Law Conference
of Canada.

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 22

AN ORDINANCE TO AMEND THE
SCHOOL ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) The School Ordinance is amended by
adding immediately after section 109,
the following new section:
"109.1(1) Notwithstanding sections 107
and 109, the Commissioner may
by regulation fix a date for
the commencement or termination
of the school year, or any
vacation, other than the date
otherwise fixed under this
Ordinance."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 23

AN ORDINANCE TO AMEND THE
SOCIETIES ORDINANCE

(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by
and with the advice and consent of the Council of
the said Territory, enacts as follows:

- 1(1) Subsection 15(3) of the Ordinance is amended by striking out the word "shall" and substituting for it the word "may".
- 2(1) Subsection 30(1) of the Ordinance is amended by striking out the expression "by two directors" and substituting for it the expression "signed by two directors".
- (2) Section 30 of the Ordinance is amended by adding the following new subsection:
" (2) Every society shall, in the manner prescribed by the by-laws, appoint a person to hold the office of auditor who shall, upon the approval of the Registrar, be the auditor for the society.
- Appointment of auditor
- (3) Subject to subsections (4) and (5), and notwithstanding subsection (2), where a society by extraordinary resolution waives the appointment of an auditor, the society is not required to appoint an auditor.
- Waiver of appointment
- (4) No resolution under subsection (3) is effective for more than one financial year.
- Duration of waiver

Appointment
by Commissioner

- (5) Where an appointment of an auditor is not made under subsection (2), the Commissioner may, on the application of any member of the society, appoint an auditor for the society for the current year and fix his remuneration."

3(1) Subsection 31(1) of the Ordinance is amended

- (a) by striking out the word "directors" wherever it occurs and substituting for it in each case the expression "officers and directors", and
(b) by striking out the word "director" and substituting for it the expression "officer and each director and his term of office".

4(1) The Ordinance is amended by adding, immediately after section 34, the following new section:

Registration
refused

- "34.1(1) The Registrar may, where he is of the opinion that any document submitted to him
- (a) contains matter contrary to law,
 - (b) by reason of any omission or mis-description, has not been duly completed,
 - (c) does not comply with the requirements of this Ordinance, or
 - (d) contains any error, alteration or erasure,
- refuse to receive or register the document and request that the document be appropriately amended or completed and re-submitted, or that a new document be submitted in its place.

**Form of
documents**

- (2) Every document required by this Ordinance to be filed or registered with the Registrar
 - (a) shall be in typed or printed form, and
 - (b) shall be in the English language, or accompanied by a notarially certified translation of it."

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 24

THIRD APPROPRIATION ORDINANCE, 1979-80

(Assented to November 13, 1980)

Whereas it appears by message from the Commissioner, and in the estimates accompanying the message, that the sums mentioned in Schedule "A" of this Ordinance are required for the purpose of defraying certain expenses of the public service of the Territory and for related purposes for the period of 12 months ending on March 31, 1980:

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Citation	1(1)	This Ordinance may be cited as the <u>Third Appropriation Ordinance, 1979-80</u> .
Amount granted	2(1)	From and out of the Yukon Consolidated Revenue Fund there may be paid and applied a sum not exceeding in the whole One Million, Three Hundred and Five Thousand, Nine Hundred Dollars for defraying the several charges and expenses of the public service of the Territory for the period of twelve months ending March 31, 1980, as set forth in Schedule "A" of this Ordinance and that sum shall not be paid or applied except in accordance with Schedule "A".
Monies to be accounted for	3(1)	The due application of all monies paid or applied pursuant to section 2 shall be accounted for.

SCHEDULE "A"

<u>Appropriation or Item</u>	<u>\$ (Dollars)</u>
Department of Education	86,400.
Department of Human Resources	50,500.
Municipal & Community Affairs	81,200.
Tourism & Economic Development	6,100.
Public Service Commission	71,600.
Finance	830,700.
Library & Information Resources	2,900.
Health	<u>176,500.</u>
 TOTAL	 <u><u>1,305,900.</u></u>

ORDINANCES OF THE YUKON TERRITORY
1980 (2nd), Chapter 25

AN ORDINANCE TO AMEND THE YUKON COUNCIL ORDINANCE
(Assented to November 13, 1980)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

- 1(1) Paragraph 7(2) of the Yukon Council Ordinance is amended by adding, at the beginning of the subsection, the expression "Subject to subsection (3),".
- (2) Subsection 7(3) of the Ordinance is amended
 - (a) by striking out the word "or" in paragraph (h), and
 - (b) by striking out paragraph (i) and substituting the following new paragraphs for it:
 - "(i) is or becomes employed by the Government of the Yukon Territory as a casual employee within the meaning of the Public Service Commission Ordinance, or
 - (j) is or becomes a member of a board, Commission or other body created by an Ordinance and he holds office as a member at the nomination of the Commissioner."
- 2(1) Sections 8 and 9 of the Ordinance are repealed and the following new section is substituted for them:
 - "8(1) The purpose of this section in general is to promote full public disclosure by members of their private interests, which may be, or may appear to be, in conflict with their duties as members, and in particular but without limiting the generality of the foregoing, the purpose of this section is to promote full public disclosure of
 - (a) any direct or indirect interest of a member, or his family, alone or with another, or by the interposition of

Disclosure
of members'
interests

a trustee, corporation or third party, in any contract with the Government of the Territory,

- (b) any substantial benefits received directly or indirectly by a member or his family for or in respect of any contract with the Government of the Territory,
- (c) any substantial benefit or gift received by a member or his family that may have been or may appear to have been, received in respect of the actual or anticipated discharge by the member of his public duties,
- (d) any debt or other obligation of a member that may influence or appear to influence the discharge by the member of his public duty,
- (e) all of the business interests of a member and his family including directorships held by the member or his family, and
- (f) the arrangements made by the members and their families to ensure that no real, apparent or potential conflict of interest exists or will arise between their personal and business affairs and their public duties.

Disclosure

- (2) Every member shall, on or before April 30 in each year, file with the Clerk of the Council, a disclosure statement setting forth
 - (a) a full description of the sources of all income received by the member or his family in the immediately preceding calendar year,
 - (b) a full description of all real property in the Territory in which the member or his family has an interest, or has had an interest in the immediately preceding calendar year,
 - (c) a full description of the corporations, associations,

partnerships and societies in which the member or his family has an interest, or has had an interest in the immediately preceding calendar year,

- (d) a description of assets of the member and his family, other than assets referred to in paragraph (b) and (c) and family assets within the meaning of the Matrimonial Property Ordinance,
- (e) where a member or his family has received any benefit under any contract or agreement with the Government of the Yukon Territory, a full description of the nature and value of that benefit,
- (f) subject to paragraph (d), such other information as may be required by the regulations, and
- (g) such other information or particulars as the member may include to comply with the purpose of this section or to show what he has done to avoid conflicts between his present interests and his duties as a member.

- "family" (3) In this section, "family" means dependant relatives of the member residing in the same household as the member and includes his spouse.

- Amendments (4) Every member shall from time to time file with the Clerk of the Council such amendments to his disclosure statement as may reasonably be required to comply with the purpose of this section.

- Public inspection (5) Every disclosure statement or amendment filed with the Clerk of the Council under this section shall be open for inspection by the public during the normal office hours of the office of the Clerk of the Council.

- Exception (6) Where an interest or benefit is received, held or enjoyed by a member in common with other members of the public or a class of the public under a statutory right, other than one that is subject to the exercise of a power of discretion by a member of the public service, and the member receives, holds or enjoys no special preference not available to other members of the public or members of the class, the interest or benefit need not be set forth in the disclosure statement by the member.
- Exception (7) Notwithstanding subsections (1) and (2), a member need not set forth in his disclosure statement an interest in which he has no beneficial interest and that is held by him as an executor, administrator or trustee.
- Summary Convictions Ordinance (8) Section 4 of the Summary Convictions Ordinance does not apply in respect of this section."
- 3(1) Subsection 12(1) of the Ordinance is amended by striking out the expression "sections 7 or 8" and substituting for it the expression "section 7".

TABLE OF ORDINANCES

(Being a table of those Ordinances included in the Revised Ordinances, 1971, those subsequently added to the consolidation thereof or those enacted since the coming into force of the Revised Ordinances, 1971.)

Legend:

In. = Included in	Am. = Amended
En. = Enacted	Sp. = Spent
Rp. = Repealed	History = from the earlier of (i) enactment; or
Re. = Re-enacted	(ii) inclusion in R.O.Y.T., 1971
N.C.N.R. = Not Consolidated, Not Repealed.	

* = On January 6, 1981 this Ordinance had not yet been proclaimed into force.

Consolidation Chapter No. = Chapter designation of the Ordinances having general application to members of the public, as contained in the Consolidated version of the Ordinances of the Yukon Territory.

<u>ORDINANCES</u>	<u>CONSOLIDATION CHAPTER No.</u>	<u>HISTORY</u>
Adult Occupational Training Agreements Repeal	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 10
Age of Majority	A-0.1	En. O.Y.T. 1972 (1st), c. 1
Alaska Highway Maintenance (1972)	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 2
Animal Protection	A-0.2	En. O.Y.T. 1977 (2nd), c. 1
Apprentice Training	A-1	In. R.O.Y.T. 1971, c. A-1
Arbitration	A-2	In. R.O.Y.T. 1971, c. A-2
Archives	A-3	In. R.O.Y.T. 1971, c. A-3
Area Development	A-4	In. R.O.Y.T. 1971, c. A-4; Am. O.Y.T. 1975 (3rd), c.3
Assessment and Taxation	A-4.1	En. O.Y.T. 1972 (1st), c. 13; Am. O.Y.T. 1975 (1st), c. 18; Am. O.Y.T. 1979 (2nd), c. 16; Am. O.Y.T. 1980 (1st), c. 20, s. 2; Am. O.Y.T. 1980 (2nd), c. 17, s. 440
Assessment in the City of Whitehorse	N.C.N.R.	En. O.Y.T. 1977 (2nd), c. 11
Assignment of Book Debts	A-5	In. R.O.Y.T. 1971, c. A-5; Rp. O.Y.T. 1980 (2nd), c. 20, s. 74
Bills of Sale	B-1	In. R.O.Y.T. 1971, c. B-1; Rp. O.Y.T. 1980 (2nd), c. 20, s. 74
Blasting	B-2	In. R.O.Y.T. 1971, c. B-2

Boiler and Pressure Vessels	B-2.1	En. O.Y.T. 1979 (2nd), c. 1; Am. O.Y.T. 1980 (2nd), c. 16, s. 1
Brands	B-3	In. R.O.Y.T. 1971, c. B-3; Am. O.Y.T. 1980 (1st), c. 20, s. 3
Building Standards	B-3.1	En. O.Y.T. 1973 (1st), c. 1; Am. O.Y.T. 1980 (2nd), c. 17, s. 440 *
Bulk Sales	B-4	In. R.O.Y.T. 1971, c. B-4
Business Development Assistance	B-4.1	En. O.Y.T. 1980 (1st), c. 1 *
Business Licence	B-5	In. R.O.Y.T. 1971, c. B-5; Am. O.Y.T. 1980 (1st), c. 20, s. 4
Cancer Diagnosis	C-1	In. R.O.Y.T. 1971, c. C-1
Cemeteries and Burial Sites	C-2	In. R.O.Y.T. 1971, c. C-2
Change of Name	C-3	In. R.O.Y.T. 1971, c. C-3
Child Welfare	C-4	In. R.O.Y.T. 1971, c. C-4; Am. O.Y.T. 1972 (1st), c. 15
Chiropractic	C-5	In. R.O.Y.T. 1971, c. C-5; Am. O.Y.T. 1972 (1st), c. 16
Choses in Action	C-6	In. R.O.Y.T. 1971, c. C-6; Am. O.Y.T. 1980 (2nd), c. 20, s. 75 *
Citizenship Instruction Agreement	C-7	In. R.O.Y.T. 1971, c. C-7
Civil Defence Workers' Compensation Agreement	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 26
Civil Emergency Measures	C-8	In. R.O.Y.T. 1971, c. C-8
Collection	C-9	In. R.O.Y.T. 1971, c. C-9
Community Assistance	C-9.1	En. O.Y.T. 1975 (1st), c. 1; Am. O.Y.T. 1975 (3rd), c. 4; Am. O.Y.T. 1976 (1st), c. 4; Am. O.Y.T. 1977 (1st), c. 8; Am. O.Y.T. 1978 (1st), c. 3; Am. O.Y.T. 1980 (1st), c. 2; Am. O.Y.T. 1980 (2nd), c. 1; Am. O.Y.T. 1980 (2nd), c. 16, s. 2
Companies	C-10	In. R.O.Y.T. 1971, c. C-10; Am. O.Y.T. 1975 (3rd), c. 5; Am. O.Y.T. 1980 (1st), c. 3; Am. O.Y.T. 1980 (2nd), c. 2; Am. O.Y.T. 1980 (2nd), c. 20, s. 76
Compensation for Victims of Crime	C-10.1	En. O.Y.T. 1975 (1st), c. 2; Am. O.Y.T. 1976 (1st), c. 5; Am. O.Y.T. 1980 (2nd), c. 3
Conditional Sales	C-11	In. R.O.Y.T. 1971, c. C-11; Rp. O.Y.T. 1980 (2nd), c. 20, s. 74 *
Condominium	C-12	In. R.O.Y.T. 1971, c. C-12; Am. O.Y.T. 1977 (2nd), c. 5; Am. O.Y.T. 1980 (1st), c. 4 *

Conflict of Laws (Traffic Accidents)	C-12.1	En. O.Y.T. 1972 (1st), c. 3
Consumers' Protection	C-13	In. R.O.Y.T. 1971, c. C-13
Contributory Negligence	C-14	In. R.O.Y.T. 1971, c. C-14; Am. O.Y.T. 1980 (1st), c. 20, s. 5
Controverted Elections	C-15	In. R.O.Y.T. 1971, c. C-15; Am. O.Y.T. 1977 (2nd), c. 3, s.103
Co-operative Associations	C-16	In. R.O.Y.T. 1971, c. C-16; Am. O.Y.T. 1973 (1st), c. 8; Am. O.Y.T. 1975 (2nd), c. 7; Am. O.Y.T. 1980 (2nd), c. 4
Cornea Transplant	C-17	In. R.O.Y.T. 1971, c. C-17; Rp. O.Y.T. 1980 (1st), c. 14, s. 16
Coroners	C-18	In. R.O.Y.T. 1971, c. C-18; Am. O.Y.T. 1972 (2nd), c. 17
Corporation Securities Registration	C-19	In. R.O.Y.T. 1971, c. C-19; Am. O.Y.T. 1980 (1st), c. 20, s. 6; Rp. O.Y.T. 1980 (2nd), c. 20, s. 74 *
Corrections	C-19.1	En. O.Y.T. 1973 (1st), c. 2; Am. O.Y.T. 1980 (1st), c. 20, s. 7
Court of Appeal	C-20	In. R.O.Y.T. 1971, c. C-20
Court Worker Agreement	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 3
Credit Union	C-20.1	En. O.Y.T. 1977 (1st) c. 2; Rp. O.Y.T. 1980 (1st), c. 5 *
Credit Unions	C-21	In. R.O.Y.T. 1971, c. C-21; Am. O.Y.T. 1975 (2nd), c. 8; Am. O.Y.T. 1976 (1st), c. 6; Rp. O.Y.T. 1977 (1st), c. 2, s.158
Creditors' Relief	C-22	In. R.O.Y.T. 1971, c. C-22
Curfew	C-23	In. R.O.Y.T. 1971, c. C-23
Custody of Federal Parole Violators Agreement	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 4
Dawson, City of, General Purposes Loan	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 25
Dawson City Utilities Replacement	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 14; Am. O.Y.T. 1980 (2nd), c. 16, s. 3
Dawson General Purposes Loan	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 31
Dawson Historic Sites Aid Grants	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 21
Day Care	D-01	En. O.Y.T. 1979 (2nd), c. 3; Am. O.Y.T. 1980 (2nd), c. 16, s. 4
Defamation	D-1	In. R.O.Y.T. 1971, c. D-1; Am. O.Y.T. 1980 (2nd), c. 5

Dental Profession	D-2	In. R.O.Y.T. 1971, c. D-2; Am. O.Y.T. 1973 (1st), c. 9; Am. O.Y.T. 1979 (1st), c. 1
Dependants' Relief	D-3	In. R.O.Y.T. 1971, c. D-3; Rp. O.Y.T. 1980 (2nd), c. 6 *
Dependants' Relief	D-3.1	En. O.Y.T. 1980 (2nd), c. 6 *
Devolution of Real Property	D-4	In. R.O.Y.T. 1971, c. D-4
Disabled Persons' Allowance	D-5	In. R.O.Y.T. 1971, c. D-5; Rp. O.Y.T. 1975(1st), c. 11
Distress	D-6	In. R.O.Y.T. 1971, c. D-6; Am. O.Y.T. 1980 (2nd), c. 20, s. 77 *
Dog	D-7	In. R.O.Y.T. 1971, c. D-7; Am. O.Y.T. 1980 (2nd), c. 16, s. 5
Elections	E-1	In. R.O.Y.T. 1971, c. E-1; Am. O.Y.T. 1974 (2nd), c. 5; Am. O.Y.T. 1975 (3rd), c. 6; Am. O.Y.T. 1977 (1st), c. 9; Am. O.Y.T. 1977 (2nd), c. 2; Am. O.Y.T. 1977 (2nd), c. 3, s.104; Am. O.Y.T. 1978 (1st), c. 4
Elections, 1977	E-1.2	En. O.Y.T. 1977 (2nd), c. 3; Am. O.Y.T. 1980 (1st), c. 20, s. 8; Am. O.Y.T. 1980 (2nd), c. 7 *
Electoral District Boundaries	E-1.3	En. O.Y.T. 1977 (2nd), c. 2
Electoral District Boundaries Commission	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 1; Sp. June 17, 1974
Electoral District Boundaries Commission	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 3; Sp. November 7, 1977
Electrical Protection	E-2	In. R.O.Y.T. 1971, c. E-2; Rp. O.Y.T. 1976 (3rd), c. 3
Electrical Protection	E-2.01	En. O.Y.T. 1976 (3rd), c. 3
Electrical Public Utilities	E-2.1	En. O.Y.T. 1972 (1st), c. 4; Am. O.Y.T. 1974 (2nd), c. 6
Elevator and Fixed Conveyances	E-3	In. R.O.Y.T. 1971, c. E-3
Emergency Medical Aid	E-3.1	En. O.Y.T. 1976(3rd), c. 1
Employment Agencies	E-4	In. R.O.Y.T. 1971, c. E-4; Rp. O.Y.T. 1972 (1st), c. 5
Employment Agencies	E-4.1	En. O.Y.T. 1972 (1st), c. 5
Energy Conservation Agreement	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 6 *
Engineering Profession	E-5	In. R.O.Y.T. 1971, c. E-5

Evidence	E-6	In. R.O.Y.T. 1971, c. E-6; Am. O.Y.T. 1980 (1st), c. 7; * Am. O.Y.T. 1980 (1st), c. 20, s. 9 *
Executions	E-6.1	En. O.Y.T. 1980 (1st), c. 8 *
Exemptions	E-7	In. R.O.Y.T. 1971, c. E-7
Expropriation	E-8	In. R.O.Y.T. 1971, c. E-8
Factors	F-1	In. R.O.Y.T. 1971, c. F-1; Am. O.Y.T. 1980 (2nd), c. 16, s. 6; Am. O.Y.T. 1980 (2nd), c. 20, s. 78
Fair Practices	F-2	In. R.O.Y.T. 1971, c. F-2; Am. O.Y.T. 1974 (2nd), c. 7
Faro General Purposes Loan	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 30
Faro General Purposes Loan	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 27
Fatal Accidents	F-3	In. R.O.Y.T. 1971, c. F-3; Rp. O.Y.T. 1980 (1st), c. 9 *
Fatal Accidents	F-3.1	En. O.Y.T. 1980 (1st), c. 9 *
Fifth Appropriation, 1971-72	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 28
Fifth Appropriation, 1973-74	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 16
Fifth Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 21
Fifth Appropriation, 1977-78	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 5
Financial Administration	F-4	In. R.O.Y.T. 1971, c. F-4; Rp. O.Y.T. 1976 (3rd), c. 4
Financial Administration	F-4.1	En. O.Y.T. 1976 (3rd), c. 4
Financial Agreement, 1973	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 28
Financial Agreement, 1974	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 22
Financial Agreement, 1975	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 21
Financial Agreement, 1976	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 10
Financial Agreement, 1977	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 14
Financial Agreement, 1978	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 19
Financial Agreement, 1979	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 8
Financial Agreement, 1980	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 10 *
Fire Prevention	F-5	In. R.O.Y.T. 1971, c. F-5; Am. O.Y.T. 1972 (1st), c. 18; Am. O.Y.T. 1973 (1st), c. 10; Am. O.Y.T. 1980 (2nd), c. 12; Am. O.Y.T. 1980 (2nd), c. 16, s. 7
Firearms Administration Agreement	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 3
First Appropriation, 1972-73	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 27

First Appropriation, 1973-74	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 21
First Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 17
First Appropriation, 1975-76	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 20
First Appropriation, 1976-77	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 11
First Appropriation, 1977-78	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 15
First Appropriation, 1978-79	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 18
First Appropriation, 1979-80	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 7
First Appropriation, 1980-81	N.C.N.R.	En. O.Y.T. 1979 (2nd), c. 4
First Appropriation, 1981-82	N.C.N.R.	En. O.Y.T. 1980 (2nd), c. 8
Fitness and Amateur Sport Agreement	F-6	In. R.O.Y.T. 1971, c. F-6
Flag	F-7	In. R.O.Y.T. 1971, c. F-7
Floral Emblem	F-8	In. R.O.Y.T. 1971, c. F-8
Forest Protection	F-9	In. R.O.Y.T. 1971, c. F-9; Am. O.Y.T. 1980 (1st), c. 20, s. 10 *
Fourth Appropriation, 1972-73	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 20
Fourth Appropriation, 1973-74	N.C.N.R.	En. O.Y.T. 1973 (4th), c. 24
Fourth Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 20
Fourth Appropriation, 1975-76	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 12
Fourth Appropriation, 1977-78	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 17
Fraudulent Preferences and Conveyances	F-9.1	En. O.Y.T. 1973 (1st), c. 3
Frustrated Contracts	F-10	In. R.O.Y.T. 1971, c. F-10; Rp. O.Y.T. 1980 (1st), c. 11 *
Frustrated Contracts	F-10.1	En. O.Y.T. 1980 (1st), c. 11 *
Fuel Oil Tax	F-11	In. R.O.Y.T. 1971, c. F-11; Rp. O.Y.T. 1973 (1st), c. 4
Fuel Oil Tax	F-11.1	En. O.Y.T. 1973 (1st), c. 4; Am. O.Y.T. 1975 (2nd), c. 9; Am. O.Y.T. 1979 (1st), c. 2
Fur Export	F-12	In. R.O.Y.T. 1971, c. F-12; Am. O.Y.T. 1979 (2nd) c. 5
Game	G-1	In. R.O.Y.T. 1971, c. G-1; Am. O.Y.T. 1972 (1st), c. 19; Am. O.Y.T. 1973 (1st), c. 11; Am. O.Y.T. 1975 (2nd), c. 10; Am. O.Y.T. 1975 (3rd), c. 7; Am. O.Y.T. 1979 (2nd), c. 6; Am. O.Y.T. 1980 (2nd), c. 9; Am. O.Y.T. 1980 (2nd), c. 16, s. 8

Gaols	G-2	In. R.O.Y.T. 1971, c. G-2
Garage Keepers' Lien	G-3	In. R.O.Y.T. 1971, c. G-3; Am. O.Y.T. 1980 (2nd), c. 20, s. 79 *
Garnishee	G-4	In. R.O.Y.T. 1971, c. G-4; Rp. O.Y.T. 1980 (1st), c. 12 *
Garnishee	G-4.1	En. O.Y.T. 1980 (1st), c. 12 *
Gasoline Handling	G-5	En. O.Y.T. 1972 (1st), c. 6
General Development Agreement	G-5.1	En. O.Y.T. 1977 (1st), c. 4
Government Employee Housing Plan	G-6	En. O.Y.T. 1975 (1st), c. 5; Am. O.Y.T. 1980 (1st), c. 13; Am. O.Y.T. 1980 (1st), c. 20, s. 11 *
Health Care Insurance Plan	H-1	In. R.O.Y.T. 1971, c. H-1
Highways	H-1.1	En. O.Y.T. 1975 (3rd), c. 1; Am. O.Y.T. 1976 (3rd), c. 5; Am. O.Y.T. 1978 (1st), c. 5
Historic Sites and Monuments	H-2	In. R.O.Y.T. 1971, c. H-2; Am. O.Y.T. 1975 (2nd), c. 11
Home Owner's Grant	H-2.1	En. O.Y.T. 1976 (1st), c. 1; Am. O.Y.T. 1976 (3rd), c. 6; Am. O.Y.T. 1978 (1st), c. 6; Am. O.Y.T. 1980 (2nd), c. 10
Hospital Insurance Services	H-3	In. R.O.Y.T. 1971, c. H-3; Am. O.Y.T. 1975 (3rd), c. 8
Hotels and Tourist Establishments	H-4	In. R.O.Y.T. 1971, c. H-4
Housing	H-5	In. R.O.Y.T. 1971, c. H-5
Housing Corporation	H-5.1	En. O.Y.T. 1972 (1st), c. 7
Housing Development	H-6	In. R.O.Y.T. 1971, c. H-6; Am. O.Y.T. 1975 (2nd), c. 12
Human Tissue Gift	H-7	En. O.Y.T. 1980 (1st), c. 14
Immunity of Members	I-1	In. R.O.Y.T. 1971, c. I-1; Rp. O.Y.T. 1978 (1st), c. 2, s.42
Income Tax	I-1.01	En. O.Y.T. 1979 (2nd), c. 7; Am. O.Y.T. 1980 (2nd), c. 11
Institute of Chartered Accountants	I-1.1	En. O.Y.T. 1976 (3rd), c. 2
Insurance	I-2	In. R.O.Y.T. 1971, c. I-2; Rp. O.Y.T. 1977 (1st), c. 1, s.236
Insurance	I-2.01	En. O.Y.T. 1977 (1st), c. 1; Am. O.Y.T. 1977 (2nd), c. 4, s. 257; Am. O.Y.T. 1980 (1st), c. 15; Am. O.Y.T. 1980 (1st), c. 20, s. 12; Am. O.Y.T. 1980 (2nd), c. 16, s. 9

Insurance Premium Tax	I-2.1	En. O.Y.T. 1976 (1st), c. 2; Am. O.Y.T. 1976 (3rd), c. 7; Am. O.Y.T. 1980 (2nd), c. 12
Interim Supply Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 23
Interim Supply Appropriation, 1980-81	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 16
Interpretation	I-3	In. R.O.Y.T. 1971, c. I-3; Am. O.Y.T. 1973 (1st), c. 12; Am. O.Y.T. 1974 (2nd), c. 8; Am. O.Y.T. 1979 (2nd), c. 2, s. 4; Am. O.Y.T. 1980 (1st), c. 20, s. 13; Am. O.Y.T. 1980 (1st), c. 30, s. 35; * Am. O.Y.T. 1980 (2nd), c. 20, s. 80 *
Intestate Succession	I-4	In. R.O.Y.T. 1971, c. I-4
Judicature	J-1	In. R.O.Y.T. 1971, c. J-1; Am. O.Y.T. 1975 (2nd), c. 13; Am. O.Y.T. 1980 (1st), c. 28, s. 1; Am. O.Y.T. 1980 (1st), c. 30, s. 35; * Am. O.Y.T. 1980 (2nd), c. 13; * Am. O.Y.T. 1980 (2nd), c. 15; * Am. O.Y.T. 1980 (2nd), c. 20, s. 81 *
Jury	J-2	In. R.O.Y.T. 1971, c. J-2
Justice of the Peace	J-3	In. R.O.Y.T. 1971, c. J-3; Am. O.Y.T. 1976 (3rd), c. 8; Rp. O.Y.T. 1979 (2nd), c. 8, s. 23
Justice of the Peace Court	J-3.1	En. O.Y.T. 1979 (2nd), c. 8
Labour Standards	L-1	In. R.O.Y.T. 1971, c. L-1; Am. O.Y.T. 1973 (1st), c. 13; Am. O.Y.T. 1974 (2nd), c. 9; Am. O.Y.T. 1975 (1st), c. 14; Am. O.Y.T. 1975 (3rd), c. 9
Land Acquisition Fund	L-1.1	En. O.Y.T. 1976 (2nd), c. 1
Landlord and Tenant	L-2	In. R.O.Y.T. 1971, c. L-2; Am. O.Y.T. 1972 (1st), c. 20; Am. O.Y.T. 1980 (1st), c. 20, s. 14
Lands	L-3	In. R.O.Y.T. 1971, c. L-3; Rp. O.Y.T. 1972 (1st), c. 8, 14
Lands	L-3.01	En. O.Y.T. 1972 (1st), c. 8, 14
Legal Aid	L-3.1	En. O.Y.T. 1975 (3rd), c. 2
Legal Profession	L-4	In. R.O.Y.T. 1971, c. L-4; Am. O.Y.T. 1975 (3rd), c. 10; Am. O.Y.T. 1979 (2nd), c. 9; Am. O.Y.T. 1980 (1st), c. 20, s. 15
Legal Profession Accounts	L-5	In. R.O.Y.T. 1971, c. L-5; Am. O.Y.T. 1980 (1st), c. 20, s. 16
Legitimation	L-6	In. R.O.Y.T. 1971, c. L-6
Limitation of Actions	L-7	In. R.O.Y.T. 1971, c. L-7

Liquor	L-8	In. R.O.Y.T. 1971, c. L-8; Am. O.Y.T. 1976 (1st), c. 3, s.5; Am. O.Y.T. 1976 (3rd), c. 9; Am. O.Y.T. 1977 (1st), c. 13; Am. O.Y.T. 1979 (2nd), c. 10; * Am. O.Y.T. 1980 (1st), c. 17; Am. O.Y.T. 1980 (1st), c. 20, s. 17
Liquor Tax	L-8.1	En. O.Y.T. 1976 (1st), c. 3; Am. O.Y.T. 1977 (1st), c. 10; Am. O.Y.T. 1980 (1st), c. 18
Loan Agreement (1972), No.1	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 26
Loan Agreement (1973), No.1	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 29
Loan Agreement (1973), No.2	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 30
Loan Agreement (1974), No.1	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 24
Loan Agreement (1975), No.1	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 22
Loan Agreement (1975), No.2	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 14
Loan Agreement (1976), No.1	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 13
Loan Agreement (1977), No.1	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 19
Loan Agreement (1978), No.1	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 20
Loan Agreement (1979), No.1	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 9
Loan Agreement (1980) No. 1	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 19 Rp/Re. O.Y.T. 1980 (2nd), c. 14
Local Improvement District	L-9	In. R.O.Y.T. 1971, c. L-9; Am. O.Y.T. 1972 (1st), c. 21; Am. O.Y.T. 1972 (2nd), c. 22; Am. O.Y.T. 1977 (1st), c. 11; Am. O.Y.T. 1977 (1st), c. 22; Am. O.Y.T. 1977 (2nd), c. 6; Rp. O.Y.T. 1980 (2nd), c. 17, s. 441 *
Lord's Day	L-10	In. R.O.Y.T. 1971, c. L-10
Lotteries	L-10.1	En. O.Y.T. 1974 (2nd), c. 2
Low Cost Housing	L-11	In. R.O.Y.T. 1971, c. L-11
Magistrate's Court	M-1	See Territorial Court
Maintenance	M-2	In. R.O.Y.T. 1971, c. M-2; Am. O.Y.T. 1980 (1st), c. 30, s. 34; * Rp. O.Y.T. 1980 (2nd), c. 15 *
Marriage	M-3	In. R.O.Y.T. 1971, c. M-3
Married Women's Property	M-4	In. R.O.Y.T. 1971, c. M-4
Matrimonial Property	M-4.1	See Matrimonial Property & Family Support
Matrimonial Property & Family Support	M-4.1	En. O.Y.T. 1979 (2nd) c. 11 Am. O.Y.T. 1980 (2nd), c. 15 * Am. O.Y.T. 1980 (2nd), c. 16, s. 10

Mechanics' Lien	M-5	In. R.O.Y.T. 1971, c. M-5; Am. O.Y.T. 1980 (2nd), c. 20, s. 82 *
Mediation Board	M-5.1	En. O.Y.T. 1972 (1st), c. 9
Medical Profession	M-6	In. R.O.Y.T. 1971, c. M-6; Am. O.Y.T. 1975 (3rd), c. 11; Am. O.Y.T. 1978 (1st), c. 7; Rp. O.Y.T. 1979 (2nd), c. 12, s.63
Medical Profession	M-6.1	En. O.Y.T. 1979 (2nd), c. 12; Am. O.Y.T. 1980 (2nd), c. 16, s. 11
Mental Health	M-7	In. R.O.Y.T. 1971, c. M-7; Am. O.Y.T. 1973 (1st), c. 14, Am. O.Y.T. 1980 (1st), c. 20, s. 18 *
Metric Information Agreement	N.C.N.R.	En. O.Y.T. 1977 (2nd), c. 12
Miners' Lien	M-8	In. R.O.Y.T. 1971, c. M-8
Mining Safety	M-9	In. R.O.Y.T. 1971, c. M-9; Am. O.Y.T. 1974 (2nd), c. 10; Am. O.Y.T. 1975 (1st), c. 15; Am. O.Y.T. 1978 (1st), c. 8
Motion Pictures	M-10	In. R.O.Y.T. 1971, c. M-10
Motor Vehicles	M-11	In. R.O.Y.T. 1971, c. M-11; Am. O.Y.T. 1972 (1st), c. 23; Am. O.Y.T. 1973 (1st), c. 15; Am. O.Y.T. 1974 (2nd), c. 11; Am. O.Y.T. 1975 (3rd), c. 12; Am. O.Y.T. 1976 (2nd), c. 4; Am. O.Y.T. 1977 (1st), c. 1, s.236; Rp. O.Y.T. 1977 (2nd), c. 4, s.258
Motor Vehicles	M-11.1	En. O.Y.T. 1977 (2nd), c. 4, Am. O.Y.T. 1980 (1st), c. 20, s. 19; Am. O.Y.T. 1980 (1st), c. 21; Am. O.Y.T. 1980 (1st), c. 30, s. 35; * Am. O.Y.T. 1980 (1st), c. 23, s. 26; Am. O.Y.T. 1980 (2nd), c. 17, s. 440 *
Municipal	M-12	En. O.Y.T. 1972 (1st), c. 10; Am. O.Y.T. 1975 (1st), c. 16; Am. O.Y.T. 1975 (2nd), c. 14; Am. O.Y.T. 1976 (3rd), c. 10; Am. O.Y.T. 1977 (2nd), c. 7; Am. O.Y.T. 1980 (1st), c. 20, s. 20; Am. O.Y.T. 1980 (1st), c. 30, s. 35; * Rp. O.Y.T. 1980 (2nd), c. 17 *
Municipal	M-12.1	En. O.Y.T. 1980 (2nd), c. 17 *
Municipal Aid	M-13	En. O.Y.T. 1972 (1st), c. 11; Rp. O.Y.T. 1980 (2nd), c. 17, s. 441 *
Municipal Elections	M-14	En. O.Y.T. 1972 (1st), c. 12; Rp. O.Y.T. 1980 (2nd), c. 17, s. 441 *
Municipal Employees Benefits	M-15	En. O.Y.T. 1975 (2nd), c. 1; Rp. O.Y.T. 1980 (2nd), c. 17, s. 441 *
Municipal General Purposes Loan (1974)	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 25
Municipal General Purposes Loan (1975)	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 23

Municipal General Purposes Loan (1976)	N.C.N.R.	En. O.Y.T. 1976 (1st), c. 15
Municipal General Purposes Loan (1977)	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 20
Municipal General Purposes Loan (1978)	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 21
Municipal General Purposes Loan (1979)	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 10
Municipal General Purposes Loan (1980)	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 22; Am. O.Y.T. 1980 (2nd), c. 18
Newspaper	N-1	In. R.O.Y.T. 1971, c. N-1
Noise Prevention	N-2	In. R.O.Y.T. 1971, c. N-2
Notaries	N-3	In. R.O.Y.T. 1971, c. N-3; Am. O.Y.T. 1974 (2nd), c. 12
Northern Natural Gas Pipeline Agreement	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 4
Occupational Training	O-O.1	En. O.Y.T. 1975 (1st), c. 6
Old Age Assistance and Blind Persons' Allowance	O-1	In. R.O.Y.T. 1971, c. O-1; Rp. O.Y.T. 1975 (1st), c. 12
Optometry	O-2	In. R.O.Y.T. 1971, c. O-2
Parks	P-01	En. O.Y.T. 1979 (2nd), c. 13; Am. O.Y.T. 1980 (2nd), c. 16, s. 12
Partnership	P-1	In. R.O.Y.T. 1971, c. P-1; Am. O.Y.T. 1977 (2nd), c. 8; Am. O.Y.T. 1980 (1st), c. 20, s. 21; Am. O.Y.T. 1980 (2nd), c. 19 Am. O.Y.T. 1980 (2nd), c. 20, s. 83 *
Pawnbrokers and Second- Hand Dealers	P-2	In. R.O.Y.T. 1971, c. P-2
Perpetuities	P-3	In. R.O.Y.T. 1971, c. P-3; Rp. O.Y.T. 1980 (1st), c. 23
Perpetuities	P-3.1	En. O.Y.T. 1980 (1st), c. 23; Rp. O.Y.T. 1980 (1st), c. 23
Personal Property Security	P-3.2	En. O.Y.T. 1980 (2nd), c. 20 *
Pharmaceutical Chemists	P-4	In. R.O.Y.T. 1971, c. P-4; Am. O.Y.T. 1973 (1st), c. 16; Am. O.Y.T. 1975 (3rd), c. 13
Pioneer Utility Grant	P-4.1	En. O.Y.T. 1978 (1st), c. 1; Am. O.Y.T. 1980 (1st), c. 20, s. 22
Plebiscite	P-5	In. R.O.Y.T. 1971, c. P-5
Pounds	P-6	In. R.O.Y.T. 1971, c. P-6; Am. O.Y.T. 1973 (1st), c. 17; Am. O.Y.T. 1980 (1st), c. 20, s. 23
Presumption of Death	P-7	In. R.O.Y.T. 1971, c. P-7; Rp. O.Y.T. 1980 (1st), c. 24

Presumption of Death	P-7.1	En. O.Y.T. 1980 (1st), c. 24
Public Health	P-8	In. R.O.Y.T. 1971, c. P-8; Am. O.Y.T. 1972 (1st), c. 24; Am. O.Y.T. 1975 (3rd), c. 14
Public Inquiries	P-8.1	En. O.Y.T. 1973 (1st), c. 5
Public Printing	P-9	In. R.O.Y.T. 1971, c. P-9
Public Service	P-10	In. R.O.Y.T. 1971, c. P-10; Rp. O.Y.T. 1976 (2nd), c. 2, s.217
Public Service Commission	P-10.1	En. O.Y.T. 1976 (2nd), c. 2
Public Service Staff Relations	P-11	In. R.O.Y.T. 1971, c. P-11; Am. O.Y.T. 1974 (2nd), c. 13; Am. O.Y.T. 1976 (3rd), c. 11
Purchase and Supply Services Agreement	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 31
Real Estate Agents' Licensing	R-0.1	En. O.Y.T. 1977 (1st), c. 5; Am. O.Y.T. 1980 (1st) c. 20, s. 24
Reciprocal Enforcement of Judgments	R-1	In. R.O.Y.T. 1971, c. R-1; Am. O.Y.T. 1980 (2nd), c. 21
Reciprocal Enforcement of Maintenance Orders	R-2	In. R.O.Y.T. 1971, c. R2; Rp. O.Y.T. 1980 (1st), c. 25
Maintenance Orders	R-2.1	En. O.Y.T. 1980 (1st), c. 25
Recording of Evidence by Sound Apparatus	R-3	In. R.O.Y.T. 1971, c. R-3
Recreation Development	R-3.1	En. O.Y.T. 1977 (1st), c.6; Am. O.Y.T. 1980 (2nd), c. 17, s. 440 *
Regulations	R-4	In. R.O.Y.T. 1971, c. R-4; Am. O.Y.T. 1980 (1st), c. 20, s. 25
Rehabilitation Services	R-5	In. R.O.Y.T. 1971, c. R-5; Am. O.Y.T. 1975 (1st), c. 17
Rental-Purchase Housing	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 25
Retirement Plan Beneficiaries	R-5.1	En. O.Y.T. 1979 (2nd), c. 14
Robert Campbell Bridge Agreement	N.C.N.R.	En. O.Y.T. 1973 (4th), c. 32
Sale of Goods	S-1	In. R.O.Y.T. 1971, c. S-1
Saw Logs Driving	S-2	In. R.O.Y.T. 1971, c. S-2
Second Appropriation, 1972-73	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 29
Second Appropriation, 1973-74	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 22
Second Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 18
Second Appropriation, 1975-76	N.C.N.R.	En. O.Y.T. 1975 (2nd), c. 17

Second Appropriation, 1976-77	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 18
Second Appropriation, 1977-78	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 16
Second Appropriation, 1978-79	N.C.N.R.	En. O.Y.T. 1979 (1st), c. 6
Second Appropriation, 1979-80	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 26
Second Appropriation, 1980-81	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 27
School	S-3	In. R.O.Y.T. 1971, c. S-3; Rp. O.Y.T. 1974 (2nd), c. 14;
School	S-3.1	En. O.Y.T. 1974 (2nd), c. 14; Am. O.Y.T. 1980 (2nd), c. 22
Scientists and Explorers	S-4	In. R.O.Y.T. 1971, c. S-4
Securities	S-5	In. R.O.Y.T. 1971, c. S-5; Am. O.Y.T. 1976 (3rd), c. 12; Am. O.Y.T. 1980 (1st), c. 20, s. 26; Am. O.Y.T. 1980 (2nd), c. 20, s. 84
Sixth Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 19
Social Assistance	S-6	In. R.O.Y.T. 1971, c. S-6; Am. O.Y.T. 1980 (2nd), c. 16, s. 13
Societies	S-7	In. R.O.Y.T. 1971, c. S-7; Am. O.Y.T. 1974 (2nd), c. 15; Am. O.Y.T. 1980 (1st), c. 20, s. 27; Am. O.Y.T. 1980 (2nd), c. 23
Society of Industrial Accountants	S-7.1	See Society of Management Accountants
Society of Management Accountants	S-7.2	En. O.Y.T. 1975 (2nd), c. 2; Am. O.Y.T. 1977 (2nd), c. 9
Special Rural Development Agreement (Special ARDA)	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 15
Stabilization Fund Loan	S-7.3	En. O.Y.T. 1977 (1st), c. 7; Am. O.Y.T. 1978 (1st), c. 9; Rp. O.Y.T. 1980 (1st), c. 29 *
Steam Boilers	S-8	In. R.O.Y.T. 1971, c. S-8; Rp. O.Y.T. 1979 (2nd), c. 1, s.43
Students' Financial Assistance	S-8.1	En. O.Y.T. 1975 (2nd), c. 3; Am. O.Y.T. 1978 (1st), c. 10
Students' Grants	S-9	In. R.O.Y.T. 1971, c. S-9; Rp. O.Y.T. 1975 (2nd), c. 6
Summary Convictions	S-9.1	En. O.Y.T. 1980 (1st), c. 30 *
Superannuation, Territorial Employees	S-10	In. R.O.Y.T. 1971, c. S-10; Am. O.Y.T. 1975 (2nd), c. 16
Supervision of Federal Parolees Agreement	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 7

Supreme Court	S-10.1	In. R.O.Y.T. 1971, c. T-2; Am. O.Y.T. 1971 (3rd), c. 3; Am. O.Y.T. 1979 (2nd), c. 2; Am. O.Y.T. 1980 (1st), c. 28, s. 3
Survivorship	S-11	In. R.O.Y.T. 1971, c. S-11; Rp. O.Y.T. 1980 (1st), c. 31;
Survivorship	S-11.1	En. O.Y.T. 1980 (1st), c. 31
Taxation	T-O.1	See Assessment and Taxation
Tenants in Common	T-1	In. R.O.Y.T. 1971, c. T-1
Territorial Court	T-2	See Supreme Court
Territorial Court	T-2.05	In. R.O.Y.T. 1971, c. M-1; Am. O.Y.T. 1979 (2nd), c. 2; Am. O.Y.T. 1980 (1st), c. 28, s. 2
Territorial-Municipal Employment Loans	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 33
Third Appropriation, 1972-73	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 19
Third Appropriation, 1973-74	N.C.N.R.	En. O.Y.T. 1973 (3rd), c. 23
Third Appropriation, 1974-75	N.C.N.R.	En. O.Y.T. 1974 (2nd), c. 19
Third Appropriation, 1975-76	N.C.N.R.	En. O.Y.T. 1975 (3rd), c. 15
Third Appropriation, 1976-77	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 16
Third Appropriation, 1977-78	N.C.N.R.	En. O.Y.T. 1977 (1st), c. 17
Third Appropriation, 1978-79	N.C.N.R.	En. O.Y.T. 1979 (2nd), c. 17
Third Appropriation, 1979-80	N.C.N.R.	En. O.Y.T. 1980 (2nd), c. 24
Tobacco Tax	T-2.1	En. O.Y.T. 1974 (2nd), c. 3; Am. O.Y.T. 1976 (1st), c. 9; Am. O.Y.T. 1978 (1st), c. 12
Trade Schools Regulation	T-3	In. R.O.Y.T. 1971, c. T-3
Transfer of Prisoners Agreement	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 8
Transport Public Utilities	T-4	In. R.O.Y.T. 1971, c. T-4; Am. O.Y.T. 1980 (1st), c. 32; Am. O.Y.T. 1980 (2nd), c. 16, s. 14
Travel for Medical Treatment	T-4.1	En. O.Y.T. 1975 (2nd), c. 4
Travel Industry Development Agreement	N.C.N.R.	En. O.Y.T. 1975 (2nd), c. 5
Trustee	T-5	In. R.O.Y.T. 1971, c. T-5; Am. O.Y.T. 1980 (1st), c. 33
Unemployment Assistance Agreement Repeal	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 13
Variation of Trusts	V-1	In. R.O.Y.T. 1971, c. V-1

Vital Statistics	V-2	In. R.O.Y.T. 1971, c. V-2; Am. O.Y.T. 1973 (1st), c. 18;
Wages Recovery	W-1	In. R.O.Y.T. 1971, c. W-1
Warehousemen's Lien	W-2	In. R.O.Y.T. 1971, c. W-2; Am. O.Y.T. 1980 (2nd), c. 20, s. 85 *
Wills	W-3	In. R.O.Y.T. 1971, c. W-3
Whitehorse, An Ordinance to open a certain portion of Land in the City of	N.C.N.R.	En. O.Y.T. 1978 (1st), c. 13
Whitehorse General Purposes Loan (1972)	N.C.N.R.	En. O.Y.T. 1972 (1st), c. 32
Whitehorse General Purposes Loan (1973)	N.C.N.R.	En. O.Y.T. 1973 (1st), c. 34
Whitehorse (Takhini and Valleyview) Lands	N.C.N.R.	En. O.Y.T. 1975 (2nd), c. 18
Woodmen's Lien	W-4	In. R.O.Y.T. 1971, c. W-4; Am. O.Y.T. 1980 (2nd), c. 20, s. 86 *
Workers' Compensation	W-4.1	In. R.O.Y.T. 1971, c. W-5; Rp/Re. O.Y.T. 1973 (3rd), c. 6; Am. O.Y.T. 1975 (3rd), c.6, s.4; Am. O.Y.T. 1977 (2nd), c. 10; Am. O.Y.T. 1980 (1st), c. 20, s. 28 *
Workmen's Compensation	W-5	See Workers' Compensation
Workmen's Compensation Supplementary Benefits	N.C.N.R.	En. O.Y.T. 1973 (3rd), c.7
Young Offenders Welfare Agreement	N.C.N.R.	En. O.Y.T. 1976 (2nd), c. 3
Young Voyageur Agreement	N.C.N.R.	En. O.Y.T. 1975 (1st), c. 9
Yukon Council	Y-1	En. O.Y.T. 1978 (1st), c. 2; Am. O.Y.T. 1979 (2nd), c. 18; Am. O.Y.T. 1980 (2nd), c. 25
Yukon River Basin Study Agreement	N.C.N.R.	En. O.Y.T. 1980 (1st), c. 34