

PART V
Exemptions

Interpretation of Part

65 In this Part, “**farmer**” means a producer who:

- (a) owes payment or other performance of the obligation secured whether or not he or she owns or has rights in the goods; or
- (b) is an execution debtor.

1989-90, c.22, s.10.

Exemptions under executions

66 The following property of a farmer and his family is declared free from seizure by virtue of writs of execution:

- (a) the necessary and ordinary clothing of the farmer and his family;
- (b) furniture and household furnishings and household appliances, to the extent of \$10,000;
- (c) produce of a farm sufficient, when converted into cash, to provide food and fuel for heating purposes for the farmer and his family until the next harvest;
- (d) all livestock, farm machinery and equipment, including one automobile or one farm truck, that are reasonably necessary for the proper and efficient conduct of the farmer’s agricultural operations for the next 12 months;
- (e) one motor vehicle, where it is necessary for the proper and efficient conduct of the farmer’s business, trade, calling or profession, but only if that motor vehicle is not in addition to one mentioned in clause (d);
- (f) the books related to any profession practised by the farmer;
- (g) the tools and necessary implements and office furniture and equipment, to the extent of \$4,500 used by the farmer in the practice of his business, trade, calling or profession;
- h) the house and buildings occupied by the farmer as his bona fide residence and the lot or lots on which they are situated according to an approved plan to the extent of \$32,000;

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(i) seed grain chosen by the farmer, that is sufficient to sow all his farm land under cultivation to a maximum amount equal to the product of:

(i) two bushels per acre; and

(ii) the number of acres of farm land under cultivation by the farmer;

(j) the crop of the farmer to the extent that is sufficient, when converted into cash, along with any other means that he may have, to:

(i) pay all unpaid legitimate costs of harvesting the crop;

(ii) provide a necessary living allowance for the support of the farmer and his family until the crop of the following year is about to be harvested; and

(iii) provide necessary costs of his farming operations until that time;

(k) the homestead;

(l) any trailer that is:

(i) occupied by the farmer as living quarters; and

(ii) not in addition to the house and buildings protected from seizure under clause (h) or (k);

(m) the right of first refusal mentioned in section 27; and

(n) the right to lease pursuant to sections 27.1 to 27.9.

1988-89, c.S-17.1, s.66; 1989-90, c.22, s.11;
1994, c.30, s.4; 2000, c.L-5.1, s.481.

Permitted disposition of certain exempt property

67(1) The farmer shall not dispose of or use any:

(a) seed grain;

(b) crop; and

(c) cash received from the sale of any crop;

that is exempt from seizure pursuant to section 66 except for the purpose or purposes for which an exemption of seed grain or crop is provided by section 66 and that is or are allowed by the sheriff.

(2) Where:

(a) an exemption of crops is claimed by a farmer and allowed by the sheriff as being necessary for the purpose of providing:

(i) a living allowance; or

(ii) costs of the farmer's farming operations;

(b) the exemption allowed pursuant to clause (a) is in addition to the exemptions allowed in section 66;

any article purchased for the purpose for which the exemption is allowed, if purchased before the crop of the following year is harvested, is also free from seizure by virtue of writs of execution.

1988-89, c.S-17.1, s.67.

Exemptions under security agreement

68(1) Notwithstanding any Act or agreement, where a farmer executes a security agreement on any of the chattels mentioned in section 66, the farmer may hold free from seizure any of those chattels that are covered by the security agreement and that would be exempt pursuant to section 66 from seizure by writ of execution.

(2) Subsection (1) does not apply with respect to a security agreement executed as security for:

(a) a loan guaranteed under the *Home Improvement Loans Guarantee Act* (Canada), as amended from time to time; or

(b) a guaranteed farm improvement loan within the meaning of:

(i) the *Farm Improvement Loans Act* (Canada), as amended from time to time; or

(ii) the *Farm Improvement and Marketing Co-operative Loans Act* (Canada), as amended from time to time.

(3) Subsection (1) does not apply with respect to a security agreement that is executed by a farmer in favour of a secured party on or after September 20, 1992 as security for a specific debt, including a revolving line of credit, stated as a specific principal sum together with interest and costs if:

(a) the farmer has executed a waiver, in the prescribed form, of exemptions for specific chattels described in clauses 66(c), (d), (e) and (j) for the purpose of securing that specific debt together with interest and costs; and

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(b) one of the following circumstances exists:

(i) the security agreement does not, in whole or in part, secure debt previously incurred by that farmer with that secured party;

(ii) in the case of a security agreement that does secure debt previously incurred by that farmer with that secured party, a certificate of independent legal advice in the prescribed form has been executed with respect to the waiver.

1988-89, c.S-17.1, s.68; 1989-90, c.22, s.12;
1992, c.74, s.11; 1993, c.51, s.11; 2004, c.26, s.3.

Application to court

69 An application may be made by the farmer, execution creditor or secured party to the court at the judicial centre nearest to the place where the farmer resides to determine the right pursuant to this Part of a farmer to have any chattels that are:

(a) covered by a security agreement; or

(b) subject to a writ of execution;

exempted from seizure and sale under a security agreement or writ of execution.

1988-89, c.S-17.1, s.69.

Exceptions

70(1) Except in the case of food, clothing and bedding of the farmer and his family, this Part does not exempt from seizure an article the price of which forms the subject matter of the judgment on which the execution is issued.

(2) Except in the case of food, clothing and bedding of the farmer and the farmer's family, this Part does not exempt from seizure and sale goods that are covered by:

(a) a security agreement that creates a purchase-money security interest as defined in *The Personal Property Security Act, 1993*; or

(b) a security agreement that describes a security interest described in subsection 34(11) or (12) of *The Personal Property Security Act, 1993*.

1988-89, c.S-17.1, s.70; 1992, c.74, s.12;
1993, c.P-6.2, s.75; 1998, c.14, s.5.

Deceased debtor

71 Where a farmer dies, his property that would be exempt pursuant to this Part from seizure under execution and that is exempt pursuant to this Part from seizure under a security agreement mentioned in section 68 is exempt as against his personal representative if it is in the use and enjoyment of and is necessary for the maintenance and support of:

- (a) the surviving spouse;
- (b) the children; or
- (c) the surviving spouse and children;

of the deceased farmer.

1988-89, c.S-17.1, s.71.

Right of selection

72 The farmer, the surviving spouse or children of a deceased farmer or, in the case of infants, their guardian, may select from a greater quantity of the same kind of personal property the property that is exempt pursuant to this Part from seizure.

1988-89, c.S-17.1, s.72.

Absconding debtors

73 Sections 66 to 68 do not apply to cases in which a farmer:

- (a) has absconded; or
- (b) is about to abscond;

from Saskatchewan leaving no spouse or children behind.

1988-89, c.S-17.1, s.73.

Separation agreements

74 Sections 66 and 67 do not apply to executions issued on judgments or orders founded on separation agreements.

1988-89, c.S-17.1, s.74.

Interest in annuity exempt

75(1) Any:

- (a) property and interest of:
 - (i) a farmer in an annuity; or
 - (ii) a farmer interested in or entitled to a contract for an annuity;

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under the *Government Annuities Act* (Canada), as amended from time to time;
and

(b) moneys payable or paid under a contract for an annuity described in
clause (a);

are exempt from seizure, levy or attachment by or under the process of any court,
and are not to be affected by any trust, charge or lien.

(2) This Part is not intended to conflict or be inconsistent with the *Government
Annuities Act* (Canada), as amended from time to time.

1988-89, c.S-17.1, s.75.