

in 1929. Very important from the buyer's point of view is the power of the court "to suspend any order of sale pending payment of the debt by such instalments or the performance of such other conditions as the court may determine."

Under this legislation a seller must notify the buyer beforehand of an intended sale. If the buyer informs the sheriff in writing that the value of the goods exceeds the amount of the seller's claim, they may not be sold without the sheriff's consent. Finally, after the sale, the seller must file with the sheriff a statutory declaration of particulars, and pay over any surplus. A 1942 amendment requires the seller to elect between suing for the balance of the purchase price and repossessing.

Saskatchewan moved in 1933 to strengthen the buyer's position. This was in response to a recommendation by a Select Committee of the Saskatchewan Legislature in 1932. Moreover, in 1939 and 1940 amendments were introduced concerning implied warranties and conditions and "empowering the court, on the buyer's application, to stay any intended repossession by the seller, on specified items . . . mainly those which a farmer would regard as indispensable for his operations."

In both Alberta and Saskatchewan the hurdles for the seller have been challenged as infringing on federal jurisdiction over banking and bills of exchange, but without success.

MORE DIRECT CONTROL OF FINANCE COMPANIES AND RETAILERS (NOVA SCOTIA)

In 1938 Nova Scotia introduced a licensing statute, The Instalment Payment Contracts Act. It is not a strong statute, and we learned that "no licences have been refused, cancelled or suspended since 1950." (The Saskatchewan Companies Inspection and Licensing Act, 1937, also provides for licensing of sales finance companies, but the primary concern there appears to be with their solvency.)

CONSUMER CREDIT CONTROLS (FEDERAL GOVERNMENT, QUEBEC AND NEW BRUNSWICK)

Consumer credit controls were set up for the first time by the Canadian Government under the War Measures Act. During World War II the Wartime Prices and Trade Board was given jurisdiction over consumer credit and instalment buying. A minimum cash payment (about one-third) was fixed, as well as a maximum period for repayment (6 to 15 months, depending on the type of article to be financed).