

CONSOLIDATION OF PARTNERSHIP ACT
R.S.N.W.T. 1988,c.P-1

(Current to: February 1, 2014)

AS AMENDED BY NORTHWEST TERRITORIES STATUTES:

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Note: see s. 22 to 24 of S.N.W.T. 1994,c.7 for transitional provisions.

S.N.W.T. 1996,c.19

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AS AMENDED BY NUNAVUT STATUTES:

S.Nu. 2011,c.10,s.25

s.25 in force March 10, 2011

This consolidation is not an official statement of the law. It is an office consolidation prepared for convenience only. The authoritative text of statutes can be ascertained from the *Revised Statutes of the Northwest Territories, 1988* and the Annual Volumes of the Statutes of the Northwest Territories (for statutes passed before April 1, 1999) and the Statutes of Nunavut (for statutes passed on or after April 1, 1999).

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GLOSSARY OF TERMS USED IN CONSOLIDATIONS

Miscellaneous

- c. means "chapter".
- CIF means "comes into force".
- NIF means "not in force".
- s. means "section" or "sections", "subsection" or "subsections", "paragraph" or "paragraphs".
- Sch. means "schedule".
- SI-005-98 means the instrument registered as SI-005-98 in 1998. (*Note: This is a Northwest Territories statutory instrument if it is made before April 1, 1999, and a Nunavut statutory instrument if it is made on or after April 1, 1999 and before January 1, 2000.*)
- SI-012-2003 means the instrument registered as SI-012-2003 in 2003. (*Note: This is a Nunavut statutory instrument made on or after January 1, 2000.*)

Citation of Acts

- R.S.N.W.T. 1988,c.D-22 means Chapter D-22 of the *Revised Statutes of the Northwest Territories, 1988*.
- R.S.N.W.T. 1988,c.10(Supp.) means Chapter 10 of the Supplement to the *Revised Statutes of the Northwest Territories, 1988*. (*Note: The Supplement is in three volumes.*)
- S.N.W.T. 1996,c.26 means Chapter 26 of the 1996 Annual Volume of the Statutes of the Northwest Territories.
- S.Nu. 2002,c.14 means Chapter 14 of the 2002 Annual Volume of the Statutes of Nunavut.

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PARTNERSHIP ACT

INTERPRETATION

Definitions

1. In this Act,

"business" includes every trade, occupation or profession; (*affaires ou entreprise*)

"extra-territorial limited partnership" means a partnership with both general and limited partners, similar to a limited partnership formed under Part II, that is formed under the law of a jurisdiction other than Nunavut; (*société en commandite extraterritoriale*)

"firm" means persons who have entered into partnership with one another; (*firme*)

"firm name" means the name under which the business of a firm is carried on; (*version anglaise seulement*)

"partnership property" means all property and rights and interests in property originally brought into the partnership stock or acquired, whether by purchase or otherwise, on account of the firm, or for the purposes and in the course of the partnership business; (*biens de la société*)

"Registrar" means the Registrar of Corporations under the *Business Corporations Act* or another duly authorized person performing the duties of Registrar under that Act. (*registraire*)

S.N.W.T. 1994,c.7,s.3; S.N.W.T. 1996,c.19,Sch.,s.10(2); S.Nu. 2011,c.10,s.25(2).

PART I

PARTNERSHIPS IN GENERAL

GENERAL

Partnership

2. (1) Partnership is the relation that exists between persons carrying on a business in common with a view to profit.

Idem

(2) The relation between members of a company or association who constitute a body corporate under any law in force in Nunavut is not a partnership within the meaning of this Act. S.N.W.T. 1994,c.7,s.4; S.Nu. 2011,c.10,s.25(2).

Rules for determining existence of partnership

3. In determining whether or not a partnership exists, regard shall be had to the following rules:

- (a) joint tenancy, tenancy in common, joint property, common property or part ownership does not of itself create a partnership as to anything so held or owned, whether or not the tenants or owners share any profits made by the use thereof;
- (b) the sharing of gross returns does not of itself create a partnership, whether or not the persons sharing the returns have a joint or common right or interest in any property from which or from the use of which the returns are derived; and
- (c) the receipt by a person of a share of the profits of a business is, in the absence of evidence to the contrary, proof that the person is a partner in the business, but the receipt of such a share, or of a payment contingent on or varying with the profits of a business, does not of itself make the person a partner in the business, and in particular
 - (i) the receipt by a person of a debt or other liquidated amount by instalments or otherwise out of the accruing profits of a business does not of itself make the person a partner in the business or liable as a partner,
 - (ii) a contract for the remuneration of an employee or agent of a person engaged in a business by a share of the profits of the business does not of itself make the employee or agent a partner in the business or liable as a partner,
 - (iii) a person who is the surviving spouse or child of a deceased partner and receives by way of annuity a portion of the profits made in the business in which the deceased person was a partner is not, by reason only of that receipt, a partner in the business or liable as a partner,
 - (iv) the advance of money by way of loan to a person engaged in or about to engage in any business on a contract with that person that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits arising from carrying on the business, does not of itself make the lender a partner with the person or persons carrying on the business or liable as a partner, if the contract is in writing, and signed by or on behalf of all the parties to the contract, and
 - (v) a person receiving by way of annuity or otherwise a portion of the profits of a business in consideration of the sale by the person of the goodwill of the business is not by reason only of that receipt a partner in the business or liable as a partner.

Postponement of rights of person lending or selling

4. Where a person to whom money has been advanced by way of loan on a contract mentioned in subparagraph 3(c)(iv), or a buyer of goodwill in consideration of a share of the profits of the business,

- (a) makes an assignment for the benefit of his or her creditors,
- (b) enters into an arrangement to pay his or her creditors less than 100 cents on the dollar, or
- (c) dies in insolvent circumstances,

the lender of the loan is not entitled to recover anything in respect of the loan, and the seller of the goodwill is not entitled to recover anything in respect of the share of profits contracted for, until the claims of the other creditors of the borrower or buyer for valuable consideration in money or money's worth have been satisfied.

RELATIONS OF PARTNERS TO PERSONS DEALING WITH THEM

Partner as agent

5. (1) Every partner is an agent of the firm and the other partners for the purpose of the business of the partnership.

Power of partner to bind firm

(2) The acts of every partner who does any act for carrying on in the usual way business of the kind carried on by the firm of which the partner is a member bind the firm and the partners, unless

- (a) the partner so acting has in fact no authority to act for the firm in the particular matter; and
- (b) the person with whom the partner is dealing
 - (i) knows that the partner has no authority, or
 - (ii) does not know or believe the partner to be a partner.

Act or instrument binding firm and partners

6. (1) An act or instrument

- (a) relating to the business of the firm, and
- (b) done or executed in the firm name, or in any other manner showing an intention to bind the firm, by any person authorized to do the act or execute the instrument, whether or not the person is a partner,

is binding on the firm and all the partners.

Exception

(2) Subsection (1) does not affect any general rule of law relating to the execution of deeds, instruments or documents affecting land or negotiable instruments.

Pledging credit of firm

7. (1) Where one partner pledges the credit of the firm for a purpose apparently not connected with the ordinary course of the business of the firm, the firm is not bound unless the partner is in fact specially authorized by the other partner or partners.

Personal liability

(2) Subsection (1) does not affect any personal liability incurred by an individual partner.

Effect of notice that firm will not be bound by acts of partner

8. Where it has been agreed between the partners that restrictions shall be placed on the power of one or more of them to bind the firm, no act done in contravention of the agreement is binding on the firm with respect to persons having notice of the agreement.

Liability of partner

9. Every partner in a firm is liable jointly with the other partners for all debts and obligations of the firm incurred while he or she is a partner and after the death of the partner, his or her estate is also severally liable, in the due course of administration, for those debts and obligations, so far as they remain unsatisfied but subject to the prior payment of his or her separate debts.

Liability of firm for wrongs

10. Where, by any wrongful act or omission of any partner acting in the ordinary course of the business of the firm, or with the authority of the other partners,

- (a) loss or injury is caused to any person not being a partner in the firm, or
- (b) any penalty is incurred,

the firm is liable for the loss, injury or penalty to the same extent as the partner so acting or omitting to act.

Misapplication of money or property

11. A firm is liable to make good the loss in the following cases, namely,

- (a) where one partner acting within the scope of his or her apparent authority receives the money or property of a third person and misapplies it; and
- (b) where the firm in the course of its business receives money or property of a third person, and the money or property is misapplied by one or more of the partners while it is in the custody of the firm.

Liability for wrongs

12. Every partner is liable jointly with the other partners and also severally for everything for which the firm becomes liable under section 10 or 11 while he or she is a partner in the firm.

Improper employment of trust property for partnership purposes

13. (1) Where a partner, being a trustee, improperly employs trust property in the business or on the account of the partnership, no other partner is liable for the trust property to the persons beneficially interested in the trust property.

Exception

(2) This section does not affect any liability incurred by any partner by reason of the partner having notice of a breach of trust.

Recovery of trust money

(3) Nothing in this section prevents trust money from being followed and recovered from the firm if the trust money is still in its possession or under its control.

Persons liable by holding out

14. (1) Subject to subsection (2), every person who

- (a) by words spoken or written or by conduct represents himself or herself, or
- (b) knowingly allows himself or herself to be represented,

as a partner in a particular firm, is liable as a partner to any one who has on the faith of that representation given credit to the firm, whether or not the representation has been made or communicated to the person giving credit by or with the knowledge of the apparent partner making the representation or allowing it to be made.

Death of partner

(2) Where, after the death of a partner, the partnership business is continued in the old firm name, the continued use of that name or of the name of the deceased partner as part of that name does not of itself make the executors or administrators, estate or effects of the deceased partner liable for any partnership debts contracted after the death of the partner.

Admissions and representations of partners

15. An admission or representation made by a partner concerning the partnership affairs, and in the ordinary course of its business, is evidence against the firm.

Notice to partner and to firm

16. Notice to any partner who habitually acts in the partnership business of any matter relating to partnership affairs operates as notice to the firm, except in the case of a fraud on the firm committed by or with the consent of that partner.

Liability of incoming and outgoing partners

17. (1) A person who is admitted as a partner into an existing firm does not as a result of that become liable to the creditors of the firm for anything done before the person became a partner.

Retiring partner

(2) A partner who retires from a firm does not as a result of that cease to be liable for partnership debts or obligations incurred before his or her retirement.

Agreement discharging liabilities

(3) A retiring partner may be discharged from any existing liabilities, by an agreement to that effect between the retiring partner and the members of the firm as newly constituted and the creditors.

Form of agreement

(4) The agreement referred to in subsection (3) may be expressed or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted.

Revocation of continuing guaranty by change in firm

18. A continuing guaranty given either to a firm or to a third person in respect of the transactions of a firm is, in the absence of agreement to the contrary, revoked as to future transactions by any change in the constitution of the firm to which, or of the firm in respect of the transactions of which, the guaranty was given.

RELATIONS OF PARTNERS TO ONE ANOTHER

Variation by consent of terms of partnership

19. The mutual rights and duties of partners, whether ascertained by agreement or defined by this Act, may be varied by the consent of all the partners, and the consent may be either express or inferred from a course of dealing.

Partnership property

20. (1) Partnership property must be held and applied by the partners exclusively for the purposes of the partnership and in accordance with the partnership agreement.

Interest in land

(2) The legal estate or interest in land that belongs to a partnership devolves according to the nature and tenure of the estate or interest and the general rules of law applicable to that, but in trust, so far as necessary, for the persons beneficially interested in the land under this section.

Co-owners of land

(3) Where co-owners of an estate or interest in land, not being itself partnership property, are partners as to profits made by the use of that land or estate, and purchase other land or estate out of the profits, to be used in like manner, the land or estate so purchased belongs to them in the absence of an agreement to the contrary, not as partners, but as co-owners, for the same respective estates and interests as are held by them in the land or estate first mentioned at the date of the purchase.

Property bought with partnership money

21. Property bought with money belonging to the firm shall be deemed to have been bought on account of the firm unless the contrary intention appears.

Land that becomes partnership property

22. Land or an interest in land that has become partnership property shall be treated as between the partners, including the representatives of a deceased partner, as personal or moveable and not real estate unless the contrary intention appears.

Writ of execution

23. (1) A writ of execution shall not issue against any partnership property except on a judgment against the firm.

Order

(2) The Nunavut Court of Justice may, on application by summons by a judgment creditor of a partner,

- (a) make an order charging the interest of the partner in the partnership property and profits with payment of the amount of the judgment debt and interest on it, and
- (b) by the order mentioned in paragraph (a) or a subsequent order, appoint a receiver of the share of profits of the partner, whether already declared or accruing, and of any other money that may be coming to the partner in respect of the partnership, and direct all accounts and inquiries, and give all other orders and directions that might have been directed or given if the charge had been made in favour of the judgment creditor by the partner, or that the circumstances of the case may require.

Other partners

(3) The other partner or partners of the partner referred to in subsection (2) are at liberty at any time to redeem the interest charged, or in case of a sale being directed, to purchase the interest charged. S.Nu. 2011,c.10,s.25(2).

Rules as to interests and duties of partners subject to special agreement

24. The interests of partners in the partnership property and their rights and duties in relation to the partnership shall be determined, subject to any agreement express or implied between the partners, by the following rules:

- (a) all the partners are entitled to share equally in the capital and profits of the business, and must contribute equally towards the losses, whether of capital or otherwise, sustained by the firm;
- (b) the firm is bound to indemnify every partner in respect of payments made and personal liabilities incurred by the partner
 - (i) in the ordinary and proper conduct of the business of the firm, or
 - (ii) in or about anything necessarily done for the preservation of the business or property of the firm;

- (c) a partner making, for the purpose of the partnership, any actual payment or advance beyond the amount of capital that the partner has agreed to subscribe, is entitled to interest from the date of the payment or advance;
- (d) a partner is not entitled, before the ascertainment of profits, to interest on the capital subscribed by the partner;
- (e) every partner may take part in the management of the partnership business;
- (f) no partner is entitled to remuneration for acting in the partnership business;
- (g) no person may be introduced as a partner without the consent of all existing partners;
- (h) any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners, but no change may be made in the nature of the partnership business without the consent of all existing partners;
- (i) the partnership books are to be kept at the place of business of the partnership, or the principal place, if there is more than one, and every partner may, when he or she thinks fit, have access to and inspect and copy any of them.

Expulsion of partner

25. No majority of the partners can expel any partner unless a power to do so has been conferred by express agreement between the partners.

Retirement from partnership

26. (1) Where

- (a) no fixed term has been agreed upon for the duration of the partnership, or
- (b) a partnership is continued after a fixed term has expired,

any partner may determine the partnership at any time on giving notice of his or her intention to do so to all the other partners.

Notice

(2) A notice in writing, signed by the partner giving it, is sufficient for the purpose of subsection (1) where the partnership has originally been constituted by deed.

Where partnership for term continued

27. (1) Where a partnership entered into for a fixed term is continued after the term has expired and without any express new agreement, the rights and duties of the partners remain the same as they were at the expiration of the term so far as is consistent with the incidents of a partnership at will.

Presumption of continuance on old term

(2) A continuance of the business by the partners or such of them as habitually acted therein during the term, without any settlement or liquidation of the partnership affairs, is presumed to be a continuance of the partnership.

Rendering accounts and information

28. Partners are bound to render true accounts and full information of all things affecting the partnership to any partner or his or her legal representatives.

Accountability of partners for private profits

29. (1) Every partner is bound to account to the firm for any benefit derived by the partner without the consent of the other partners from any transaction concerning the partnership, or from any use by the partner of the partnership property, firm name or business connection.

Additional application of subsection (1)

(2) Subsection (1) also applies to transactions undertaken after a partnership has been dissolved by the death of a partner, and before the affairs of the partnership have been completely wound up, either by any surviving partner or by the representatives of the deceased partner.

Partner competing with firm

30. A partner who, without the consent of the other partners, carries on any business of the same nature as and competing with that of the firm is bound to account for and pay over to the firm all profits made by the partner in that business.

Definition of "assignee"

31. (1) In this section, "assignee" includes mortgagee or encumbrancee.

Rights of assignee of share in partnership

(2) An assignment by a partner of his or her share in the partnership, either absolute or by way of mortgage, encumbrance or redeemable charge, does not, as against the other partners, entitle the assignee, during the continuance of the partnership,

- (a) to interfere in the management or administration of the partnership business or affairs,
- (b) to require any accounts of the partnership transactions, or
- (c) to inspect the partnership books,

but entitles the assignee only to receive the share of profits to which the assigning partner would otherwise be entitled.

Account of profits

(3) The assignee referred to in subsection (2) is bound to accept the account of profits agreed to by the partners.

Rights of assignee

(4) Where a partnership is dissolved, whether as respects all the partners or the assigning partner, the assignee is entitled to receive the share of the partnership assets to which the assigning partner is entitled as between the assigning partner and the other partners, and, for the purpose of ascertaining that share, to an account as from the date of the dissolution.

DISSOLUTION OF PARTNERSHIP

Dissolution by expiration or notice

- 32.** Subject to an agreement between the partners, a partnership is dissolved
- (a) where it was entered into for a fixed term, by the expiration of that term;
 - (b) where it was entered into for a single adventure or undertaking, by the termination of that adventure or undertaking; or
 - (c) where it was entered into for an undefined period of time, by any partner giving notice to the other or others of his or her intention to dissolve the partnership, and in that case the partnership is dissolved as from the date mentioned in the notice as the date of dissolution or, if no date is so mentioned, as from the date of the communication of the notice.

Dissolution by death or assignment

- 33.** (1) Subject to an agreement between the partners, every partnership is dissolved as regards all the partners by
- (a) the death of a partner; or
 - (b) the assignment by a partner of the property of the partner in trust for the benefit of the creditors of the partner.

Dissolution by charging share

(2) A partnership may, at the option of the other partners, be dissolved when a partner allows his or her share of the partnership property to be charged under this Act for the separate debt of the partner.

Dissolution by illegality of partnership

34. A partnership is in every case dissolved by the happening of any event that makes it unlawful for the business of the firm to be carried on or for the members of the firm to carry it on in partnership.

Dissolution by Nunavut Court of Justice

- 35.** On application by a partner, the Nunavut Court of Justice may decree a dissolution of the partnership in any of the following cases:
- (a) when a partner is shown to the satisfaction of the Nunavut Court of Justice to be of permanently unsound mind, in which case the application may be made as well on behalf of that partner by his or

- her guardian or next friend or person having title to intervene as by any other partner;
- (b) when a partner, other than the partner suing, becomes in any other way permanently incapable of performing his or her part of the partnership contract;
 - (c) when a partner, other than the partner suing, has been guilty of conduct that, in the opinion of the Nunavut Court of Justice having regard to the nature of the business, is calculated prejudicially to affect the carrying on of the business;
 - (d) when a partner, other than the partner suing, wilfully or persistently commits a breach of the partnership agreement or otherwise so conducts himself or herself in matters relating to the partnership business that it is not reasonably practicable for the other partner or partners to carry on the business in partnership with the partner;
 - (e) when the business of the partnership can only be carried on at a loss; or
 - (f) whenever in any case circumstances have arisen that, in the opinion of the Nunavut Court of Justice, render it just and equitable that the partnership be dissolved.
- S.Nu. 2011,c.10,s.25(2).

Rights of persons dealing with apparent members of firm

36. (1) Where a person deals with a firm after a change in its constitution, the person is entitled to treat all apparent members of the old firm as still being members of the firm until the person has notice of the change.

Notice by publication

(2) The following constitutes notice of dissolution of a partnership to persons who had no dealings with the firm before the later of the day of registration referred to in paragraph (a) and the day of publication referred to in paragraph (b):

- (a) the registration of a declaration certifying the dissolution of the partnership referred to in subsection 50.1(1), where the declaration is required to be filed;
- (b) the publication of a declaration certifying the dissolution of the partnership in the form prescribed under subsection 50.1(1)
 - (i) once in the *Nunavut Gazette*, and
 - (ii) once in each week for two consecutive weeks in a newspaper having wide circulation in the place where the partnership has its principal place of business.

Liability of estate

- (3) The estate of a partner who
- (a) dies or assigns for the benefit of his or her creditors, or
 - (b) not having been known to the person dealing with the firm to be a partner, retires from the firm,

is not liable for partnership debts contracted after the date of the death, assignment or retirement. S.N.W.T. 1994,c.7,s.6; S.Nu. 2011,c.10,s.25(2).

Rights of partner to give notice of dissolution

37. On the dissolution of a partnership or retirement of a partner, any partner may publicly give notice of the dissolution or retirement and require the other partner or partners to concur for that purpose in all necessary or proper acts, if any, that cannot be done without his or her or their concurrence.

Continuing authority of partners for purposes of winding up

38. After the dissolution of a partnership, the authority of each partner to bind the firm, and the other rights and obligations of the partners, continue notwithstanding the dissolution so far as may be necessary to wind up the affairs of the partnership, and to complete transactions begun but unfinished at the time of the dissolution, but not otherwise.

Rights of partners as to application of partnership property

39. On the dissolution of a partnership, every partner is entitled, as against the other partners in the firm, and all persons claiming through them in respect of their interests as partners, to have

- (a) the property of the partnership applied in payment of the debts and liabilities of the firm, and
- (b) the surplus assets after the payment referred to in paragraph (a) applied in payment of what may be due to the partners respectively after deducting what may be due from them as partners to the firm,

and for that purpose, any partner or his or her representatives may on the termination of the partnership apply to the Nunavut Court of Justice to wind up the business and affairs of the firm. S.Nu. 2011,c.10,s.25(2).

Repayment of premium when partnership prematurely dissolved

40. Where one partner has paid a premium to another on entering into a partnership for a fixed term, and the partnership is dissolved before the expiration of that term otherwise than by the death of a partner, the Nunavut Court of Justice may order the repayment of the premium, or of such part of the premium as it thinks just, having regard to the terms of the partnership contract and to the length of time during which the partnership has continued, unless

- (a) the dissolution is, in the judgment of the Nunavut Court of Justice, wholly or chiefly due to the misconduct of the partner who paid the premium; or
- (b) the partnership has been dissolved by an agreement containing no provision for a return of any part of the premium.

S.Nu. 2011,c.10,s.25(2).

Rights when partnership dissolved for fraud or misrepresentation

41. Where a partnership contract is rescinded on the ground of the fraud or misrepresentation of one of the parties to the contract, the party entitled to rescind is, without prejudice to any other right, entitled

- (a) to a lien on, or right of retention of, the surplus of the partnership assets, after satisfying the partnership liabilities, for any sum of money paid by that party for the purchase of a share in the partnership and for any capital contributed by that party;
- (b) to stand in the place of the creditors of the firm for any payments made by that party in respect of the partnership liabilities; and
- (c) to be indemnified by the person guilty of the fraud or making the representation, against all the debts and liabilities of the firm.

Rights of outgoing partner to share profits made after dissolution

42. (1) Subject to subsection (2), where a member of a firm

- (a) dies or otherwise ceases to be a partner, and
- (b) the surviving or continuing partners carry on the business of the firm with its capital or assets without any final settlement of accounts as between the firm and the estate of the deceased partner, or the outgoing partner or his or her estate,

in the absence of any agreement to the contrary, the estate of the deceased partner, or the outgoing partner or his or her estate, is entitled at the option of the representatives of the deceased partner, or the outgoing partner or his or her representatives, to the share of the profits made since the dissolution that the Nunavut Court of Justice may find to be attributable to the use of his or her share of the partnership assets, or to interest on the amount of his or her share of the partnership assets.

Interest of deceased or outgoing partner

(2) Where the partnership contract gives an option to surviving or continuing partners to purchase the interest of a deceased or outgoing partner, and that option is duly exercised, the estate of the deceased partner, or the outgoing partner or his or her estate, is not entitled to any further or other share or profits, but where a partner assuming to act in exercise of the option does not in all material respects comply with the terms of it, that partner is liable to account under this section. S.Nu. 2011,c.10,s.25(2).

Share of outgoing or deceased partner

43. Subject to an agreement between the partners, the amount due from surviving or continuing partners to an outgoing partner or the representatives of a deceased partner in respect of the share of the outgoing or deceased partner is a debt accruing at the date of the dissolution or death.

Rules for distribution of assets on final settlement of accounts

44. In settling accounts between the partners after a dissolution of partnership, the following rules shall, subject to any agreement, be observed:

- (a) losses, including losses and deficiencies of capital, must be paid first out of profits, next out of capital, and lastly, if necessary, by the partners individually in the proportion in which they were entitled to share profits; and
- (b) the assets of the firm including the sums, if any, contributed by the partners to make up losses or deficiencies of capital, must be applied in the following manner and order:
 - (i) in paying the debts and liabilities of the firm to persons who are not partners in the firm,
 - (ii) in paying to each partner rateably what is due from the firm to the partner for advances as distinguished from capital,
 - (iii) in paying to each partner rateably what is due from the firm to the partner in respect of capital,
 - (iv) the ultimate residue, if any, must be divided among the partners in the proportion in which profits are divisible.

REGISTRATION OF DECLARATION

Filing of declaration of partnership

45. (1) All persons associated in partnership for trading, manufacturing or mining purposes in Nunavut shall cause to be filed a declaration in the prescribed form signed by every member of the partnership.

Where members absent

(2) Where any of the members are absent from the place where they carry on or intend to carry on business at the time of making a declaration referred to in subsection (1), the declaration must be signed by the members present, in their own names and also for the absent members under their special authority to that effect.

Special authority

(3) A special authority referred to in subsection (2) shall be filed with the document or one of the documents executed in exercise of the special authority. S.N.W.T. 1994,c.7,s.8; S.Nu. 2011,c.10,s.25(2).

Time for filing declaration

46. The declaration referred to in subsection 45(1) must be filed within 60 days after the formation of the partnership. S.N.W.T. 1994,c.7,s.9.

Declaration where alteration in partnership

47. (1) Within 60 days after any of the following changes in respect of a partnership take place, the firm shall file a declaration, signed by every member of the partnership, stating the change in a form similar to the one prescribed under subsection 45(1):

- (a) a change in the membership of the partnership;

- (b) a change in the name of the firm; or
- (c) a change in any other information contained in the declaration referred to in subsection 45(1).

Application of subsections 45(2), (3)

(2) Subsections 45(2) and (3) apply, with such modifications as the circumstances require, to a declaration filed under this section. S.N.W.T. 1994,c.7,s.9.

Declaration re business name

- 48.** A declaration in the prescribed form shall be filed by every person who
- (a) is engaged in business for trading, manufacturing or mining purposes; and
 - (b) who is not associated in partnership with any other person or persons but uses as a business name
 - (i) a name or designation other than the person's own name, or
 - (ii) the person's own name, where the person is an individual, with the addition of "and company" or some other word or phrase indicating a plurality of members in the business.
- S.N.W.T. 1994,c.7,s.9.

Time for filing declaration

49. The declaration referred to in section 48 must be filed within 60 days after the business name is first used. S.N.W.T. 1994,c.7,s.9.

Declaration where change in information

50. Within 60 days after a change in any of the information set out in a declaration referred to in section 48, other than the business name or the person using the business name, the person using the business name shall file a declaration stating the change in a form similar to the one prescribed under section 48. S.N.W.T. 1994,c.7,s.9.

Declaration of dissolution where declaration filed

50.1. (1) Where a partnership, for which a declaration referred to in subsection 45(1) is registered, is dissolved, all partners shall cause to be filed, within 60 days after the dissolution, a declaration certifying the dissolution of the partnership in the prescribed form signed by one or more of the partners.

Declaration of dissolution in other case

(2) In any case other than that referred to in subsection (1), on the dissolution of a partnership, one or more of the partners may sign a declaration certifying the dissolution of the partnership in the prescribed form.

Partnership that dissolved before section came into force

(3) Where a partnership is dissolved before the coming into force of this section, a declaration certifying the dissolution of the partnership in the prescribed form, signed by all or any of the persons who composed the partnership, may be filed if a declaration in respect of the partnership was registered under subsection 45(1) before the coming into force of this section. S.N.W.T. 1994,c.7,s.9.

Where business name ceases to be used

50.2. (1) Where a person ceases to use a business name for which a declaration referred to in section 48 is registered, the person shall file a declaration, in the prescribed form, certifying that fact within 60 days after the person ceases to use the name.

Where person ceased to use trade name before section came into force

(2) Where, before the coming into force of this section, a person ceased to use a name or designation in respect of which a declaration was registered under section 48, the person may file a declaration certifying that fact. S.N.W.T. 1994,c.7,s.9.

Binding effect of declaration

51. The allegations in a declaration made under this Act cannot be controverted

- (a) by a person who has signed the declaration; or
- (b) as against a party not being a partner by a person who has not signed the declaration but who was in fact a member of the partnership mentioned in the declaration at the time the declaration was made.

S.N.W.T. 1994,c.7,s.10.

Liability of persons signing declaration

52. (1) A person who has signed a declaration shall be deemed not to have ceased to be a partner until a declaration referred to in section 47 or subsection 50.1(1) is made by the person or by the other partners or any of them and is registered.

Failure to declare

(2) Nothing in this section exempts from liability any person who, being a partner, fails to declare that he or she is a partner and that person may, notwithstanding the omission, be sued jointly with the partners mentioned in the declaration or they may be sued alone and if judgment is recovered against them, any other partner may be sued jointly or severally in an action on the original cause of action on which the judgment was rendered.

Rights of partners

(3) Nothing in this Act shall be construed to affect the rights of any partners with regard to each other except that no declaration shall be controverted by any person who signed it. S.N.W.T. 1994,c.7,s.11.

Offence and punishment

53. Every member of a firm or other person that is required to file a declaration under this Part and fails to do so is guilty of an offence and liable on summary conviction to a fine not exceeding \$200. S.N.W.T. 1994,c.7,s.12.

PART II

LIMITED PARTNERSHIPS FORMED IN NUNAVUT

Definitions

54. In this Part,

"certificate" means a certificate made and registered under section 58 and includes a certificate as amended; (*certificat*)

"limited partnership" means a limited partnership formed under this Part; (*société en commandite*)

"substituted limited partner" means a person who is admitted to all the rights of a limited partner who has died or has assigned his or her interest in the limited partnership. (*commanditaire remplaçant*)
S.N.W.T. 1994,c.7,s.13; S.Nu. 2011,c.10,s.25(2).

Interpretation

55. In the case of a limited partnership, this Act shall be read subject to this Part. S.N.W.T. 1994,c.7,s.13.

Application

56. Section 45 does not apply to limited partnerships. S.N.W.T. 1994,c.7,s.13.

Limited partnerships

57. (1) A limited partnership may, subject to this Part, be formed to carry on any business that a partnership without limited partners may carry on.

Composition

- (2) A limited partnership shall be composed of
- (a) one or more persons who are general partners; and
 - (b) one or more persons who are limited partners.

Number of limited partners

(3) Despite section 3 of the *Companies Act*, there may be any number of limited partners in a limited partnership. S.Nu. 2011,c.10,s.25(2).

Formation of limited partnership

58. (1) A limited partnership is formed when a certificate substantially complying with subsection (2) is registered.

Contents of certificate

(2) A certificate must be signed by all the persons wishing to form a limited partnership and must state

- (a) the firm name under which the limited partnership is to be conducted;
- (b) the character of the business;
- (c) the name and place of residence of each partner, general and limited partners being respectively designated;
- (d) the term for which the limited partnership is to exist;
- (e) the amount of cash and the nature and fair value of other property, if any, contributed by each limited partner;
- (f) the amount of additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which an additional contribution is to be made;
- (g) the time, if agreed on, when the contribution of each limited partner is to be returned;
- (h) the share of the profits or other compensation by way of income that each limited partner is entitled to by reason of his or her contribution;
- (i) the right, if given, of a limited partner to substitute an assignee as contributor in his or her place, and the terms and conditions of the substitution;
- (j) the right, if given, of the partners to admit additional limited partners;
- (k) the right, if given, of one or more of the limited partners to priority over other limited partners, to a return of contributions or to compensation by way of income, and the nature of the priority;
- (l) the right, if given, of the remaining general partner or partners to continue the business on the death, retirement or mental incompetence of a general partner; and
- (m) the right, if given, of a limited partner to demand and receive property other than cash in return for his or her contribution.

S.N.W.T. 1994,c.7,s.14.

General and limited partners

59. (1) A person may be a general partner and a limited partner at the same time in the same limited partnership.

Rights, powers and restrictions

(2) A person who is at the same time a general partner and a limited partner has the same rights and powers and is subject to the same restrictions as a general partner except that in respect of his or her contribution as a limited partner, the person has the rights against the other partners that the person would have if the person were not also a general partner.

Name of partnership

60. (1) The surname of a limited partner shall not appear in the firm name of the limited partnership unless it is also the surname of one of the general partners.

Where limited partner liable

(2) A limited partner whose surname appears in the firm name contrary to subsection (1) is liable as a general partner to any creditor of the limited partnership who has extended the credit without actual knowledge that the limited partner is not a general partner.

Contribution of limited partner

61. (1) A limited partner may contribute cash and other property to the limited partnership, but no services.

Interest in personal property

(2) The interest of a limited partner in the limited partnership is personal property.

Ownership of real property

(3) Only the general partners shall be shown on a certificate of title at a land titles office as owners of any interest of the limited partnership in real property.
R.S.N.W.T. 1988,c.8(Supp.),s.228.

Rights of general partners

62. A general partner in a limited partnership has all the rights and powers and is subject to all the restrictions and liabilities of a partner in a partnership without limited partners except that, without the written consent to or ratification of the specific act by all the limited partners, a general partner has no authority

- (a) to do any act in contravention of the certificate;
- (b) to do any act which makes it impossible to carry on the ordinary business of the limited partnership;
- (c) to consent to a judgment against the limited partnership;
- (d) to possess limited partnership property, or assign any rights in specific partnership property, for other than a partnership purpose;
- (e) to admit a person as a general partner;
- (f) to admit a person as a limited partner, unless the right to do so is given in the certificate; or
- (g) to continue the business of the limited partnership on the death, retirement or mental incompetence of a general partner, unless the right to do so is given in the certificate.

Liability of limited partner

63. Subject to this Part, a limited partner is not liable for the obligations of the limited partnership except in respect of the amount of cash and the value of other property that the limited partner contributes or agrees to contribute to the capital of the limited partnership.

Rights of limited partner

- 64.** A limited partner has the same right as has a general partner
- (a) to inspect and make copies of or take extracts from the limited partnership books at all times;
 - (b) to be given, on demand, true and full information of all things affecting the limited partnership, and to be given a formal account of partnership affairs whenever circumstances render it just and reasonable; and
 - (c) to obtain dissolution and winding-up of the limited partnership by court order.

Right to share of profits and return of contribution

- 65.** (1) A limited partner has, subject to this Act, the right
- (a) to a share of the profits or other compensation by way of income; and
 - (b) to have his or her contribution to the limited partnership returned.

Share of profits or compensation

(2) A limited partner may receive from the limited partnership the share of the profits or the compensation by way of income stipulated for in the certificate if, after payment of the share or compensation is made, whether from the property of the limited partnership or that of a general partner, the limited partnership assets exceed all the limited partnership liabilities, excepting liabilities to limited partners on account of their contributions and liabilities to general partners.

Business dealings by partner with partnership

- 66.** A limited partner may lend money to and transact other business with the limited partnership and, unless the limited partner is also a general partner, may receive on account of resulting claims against the limited partnership, with general creditors, a *pro rata* share of the assets, but no limited partner shall, in respect of any such claim,
- (a) receive or hold as collateral security any of the limited partnership property; or
 - (b) receive from a general partner or the limited partnership any payment, conveyance or release from liability if at the time the assets of the partnership are not sufficient to discharge partnership liabilities to persons not claiming as general or limited partners.

Limited partners' rights as between themselves

- 67.** (1) Subject to subsection (2), limited partners, in relation to one another, share in the limited partnership assets in respect of their claims
- (a) for capital, and
 - (b) for profits or compensation by way of income on their contributions,
- in proportion to the respective amounts of their claims.

Agreement as to priority

(2) Where there are several limited partners, the partners may agree that one or more of the limited partners is to have a priority over other limited partners

- (a) as to the return of contributions,
- (b) as to compensation by way of income, or
- (c) as to any other matter,

but the existence of and nature of the agreement must be stated in the certificate, and in the absence of a statement, all limited partners, subject to subsection (1), stand on equal footing.

Return of contribution of limited partner

68. (1) A limited partner is not entitled to receive from a general partner or out of the limited partnership property any part of his or her contribution until

- (a) all liabilities of the limited partnership excepting liabilities to general partners and to limited partners on account of their contributions, have been paid or there remains sufficient limited partnership property to pay them;
- (b) the consent of all partners is obtained, unless the return of the contribution may be rightfully demanded under subsection (2); and
- (c) the certificate is cancelled or amended so as to set out the withdrawal or reduction.

Demand for return of contribution

(2) Subject to subsection (1), a limited partner may rightfully demand the return of his or her contribution

- (a) on the dissolution of the limited partnership;
- (b) when the time specified in the certificate for its return has arrived;
- or
- (c) after the limited partner has given six-month notice in writing to all other partners, if no time is specified in the certificate either for the return of the contribution or for the dissolution of the limited partnership.

Limitation on demand

(3) A limited partner has, irrespective of the nature of his or her contribution, only the right to demand and receive cash in return for the contribution, unless

- (a) there is a statement to the contrary in the certificate; or
- (b) all the partners consent to some other manner of returning the contribution.

Entitlement to dissolution

(4) A limited partner is entitled to have the limited partnership dissolved and its affairs wound up where

- (a) the limited partner rightfully but unsuccessfully demands the return of his or her contribution; or

- (b) the other liabilities of the limited partnership have not been paid, or the limited partnership property is insufficient for their payment as required by paragraph (1)(a) and the limited partner seeking dissolution would otherwise be entitled to the return of his or her contribution.

Liability of limited partner to partnership

- 69.** (1) A limited partner is liable to the limited partnership
- (a) for the difference between the amount of his or her contribution as actually made and the amount stated in the certificate as having been made; and
 - (b) for any unpaid contribution that the limited partner agreed in the certificate to make in the future at the time and on the conditions, if any, stated in the certificate.

Limited property as trustee

- (2) A limited partner holds as trustee for the limited partnership
- (a) specific property stated in the certificate as contributed by the limited partner, but that has not in fact been contributed or that has been wrongfully returned; and
 - (b) money or other property wrongfully paid or conveyed to the limited partner on account of his or her contribution.

Waiver

(3) The liabilities of a limited partner as set out in this section may, subject to subsection (4), be waived or compromised, but only with the consent of all partners.

Effect of waiver on creditor

(4) A waiver or compromise agreed to under subsection (3) does not affect the right of a creditor of the limited partnership to enforce a liability arising from credit that was extended or a claim that otherwise arose after the registration of the certificate by which the limited partnership was formed but before the cancellation or amendment of the certificate by which the waiver or compromise was affected.

Continuing liability

(5) Where a limited partner has rightfully received the return, in whole or in part, of the capital of his or her contribution, the limited partner is nevertheless liable to the limited partnership for any sum, not in excess of that return with interest, necessary to discharge its liabilities to all creditors who extended credit or whose claims otherwise arose before the return.

Liability to creditors

70. A limited partner does not become liable as a general partner unless, in addition to exercising his or her rights and powers as a limited partner, the limited partner takes part in the control of the business.

Admission of additional limited partners

71. After the formation of a limited partnership, additional limited partners may be admitted by amendment of the certificate in accordance with this Part.

Assignments

72. (1) The interest of a limited partner is assignable.

Assignee who is not substituted limited partner

(2) An assignee who does not become a substituted limited partner has no right

- (a) to require any information or account of the partnership transactions, or
- (b) to inspect the partnership books,

but is entitled only to receive the share of the profits or other compensation by way of income, or the return of his or her contribution, to which his or her assignor would otherwise be entitled.

Consent

- (3) An assignee may become a substituted limited partner
- (a) if all the members except the assignor consent to that; or
 - (b) if the assignor, being so authorized by the terms in the certificate, gives the assignee that right.

Amendment to certificate

(4) An assignee becomes a substituted limited partner when the certificate is appropriately amended in accordance with the requirements of this Part.

Rights of substituted partner

(5) A substituted limited partner has all the rights and powers and is subject to all the restrictions and liabilities of his or her assignor, except those liabilities of which the substituted limited partner was ignorant at the time he or she became a limited partner and that could not be ascertained from the certificate.

Liability of assignor

(6) The substitution of an assignee as a limited partner does not release the assignor from liability under sections 69 and 80.

Dissolution of limited partnership

73. The retirement, death or mental incompetence of a general partner dissolves a limited partnership unless the business is continued by the remaining general partners

- (a) pursuant to a right to do so stated in the certificate; or
- (b) with the consent of all the remaining partners.

Death of limited partner

74. (1) The executor or administrator of the estate of a deceased limited partner has

- (a) all the rights and powers of a limited partner for the purpose of settling the estate of the deceased limited partner; and

- (b) whatever power the deceased had to constitute his or her assignee a substitute limited partner.

Liability of estate

(2) The estate of a deceased limited partner is liable for all his or her liabilities as a limited partner.

Cancellation of certificate

- 75.** (1) The firm shall file a notice to cancel its certificate where
- (a) the limited partnership is dissolved; or
 - (b) all limited partners cease to be limited partners.

Notice to cancel

(2) The notice to cancel a certificate must be signed by all the partners.
S.N.W.T. 1994,c.7,s.15.

Amendment of certificate

- 76.** (1) The firm shall file a notice to amend its certificate where
- (a) there is a change in the name of the limited partnership or in the amount or character of the contribution of any limited partner not provided for in the certificate;
 - (b) a person is substituted as a limited partner;
 - (c) a person is added as a limited partner;
 - (d) a person is added as a general partner;
 - (e) a general partner retires, dies or becomes mentally incompetent, and the business is continued under section 73;
 - (f) there is a change in the character of the business of the limited partnership;
 - (g) a false or erroneous statement is discovered in the certificate;
 - (h) there is a change in the time as stated in the certificate for the dissolution of the limited partnership or for the return of a contribution;
 - (i) a time is fixed for the dissolution of the limited partnership or for the return of a contribution, no time having been specified in the certificate; or
 - (j) the partners wish to make a change in any other statement in the certificate in order to make the certificate accurately represent the agreement between them.

Notice to amend

- (2) A notice to amend a certificate must
- (a) set out clearly the change in or addition to the certificate that is desired; and
 - (b) be signed by all the partners.

Other signatures

(3) A notice to amend a certificate by substituting a limited partner or adding a limited or general partner must be signed by the person to be substituted or added and, where a limited partner is substituted, the amendment shall also be signed by the assigning limited partner. S.N.W.T. 1994,c.7,s.16.

Application for order directing cancellation or amendment

77. (1) A person desiring the cancellation of a certificate under section 75 or the amendment of a certificate under section 76 may apply to the Nunavut Court of Justice for an order directing the amendment or cancellation where a person who must sign the notice to amend or to cancel the certificate

- (a) is an individual who
 - (i) refuses to do so,
 - (ii) has been found to be mentally incompetent,
 - (iii) has died, if the individual was a general partner, or
 - (iv) has died and there is no executor or administrator of the deceased's estate, if the individual was a limited partner; or
- (b) is a body corporate that refuses to do so or no longer exists.

Order

(2) On hearing an application brought under subsection (1), the Nunavut Court of Justice, if it finds that the applicant is entitled to have the notice in question signed, shall by order direct the Registrar to register the cancellation or amendment of the certificate as set out in the order. S.N.W.T. 1994,c.7,s.17; S.Nu. 2011,c.10,s.25(2).

Cancellation or amendment on filing

78. A certificate is cancelled or amended, as the case may be, when a notice to cancel or amend the certificate or a certified copy of an order made under subsection 77(2) is registered. S.N.W.T. 1994,c.7,s.18.

Settling accounts on dissolution

79. In settling accounts after the dissolution of a limited partnership, the liabilities of the partnership to creditors other than persons who are limited partners on account of their contributions, or general partners, shall be paid first and then, subject to any statement in the certificate or to subsequent agreement, in the following order:

- (a) to limited partners in respect of their share of the profits and other compensation by way of income on their contributions;
- (b) to limited partners in respect of the capital of their contributions;
- (c) to general partners other than for capital and profits;
- (d) to general partners in respect of profits; and
- (e) to general partners in respect of capital.

Effect of false statement in certificate

80. Where a certificate contains a false statement, a person suffering loss as a result of relying upon that statement may hold liable as a general partner every party to the certificate who

- (a) knew when he or she signed the certificate that the statement relied upon was false; or
- (b) became aware, after the time when he or she signed the certificate, but within a sufficient time before the false statement was relied upon to enable him or her to cancel or amend the certificate or to commence proceedings in accordance with this Act for the cancellation or amendment of the certificate, that the statement relied upon was false.

Liability of person mistakenly believing he or she is limited partner

81. A person who contributes to the capital of a business conducted by a person or partnership erroneously believing that he or she has become a limited partner in a limited partnership

- (a) is not, by reason only of exercising the rights of a limited partner, a general partner with the person or in the partnership carrying on the business, and
- (b) is not bound by the obligations of the person or partnership carrying on the business,

if, on ascertaining the fact that he or she is not a limited partner, the person promptly renounces his or her interest in the profits or other compensation by way of income from the business.

Judgment against limited partner

82. (1) The Nunavut Court of Justice may, on application by a judgment creditor of a limited partner,

- (a) charge the interest of the indebted limited partner with payment of the unsatisfied amount of the judgment debt;
- (b) appoint a receiver; and
- (c) make all other orders, directions and inquiries that the circumstances of the case require.

Redemption of interest

(2) A charged interest referred to in subsection (1) may be redeemed with the separate property of a general partner, but may not be redeemed with limited partnership property.

Remedies not exclusive

(3) The remedies conferred by subsection (1) are not exclusive of other remedies that may exist. S.Nu. 2011,c.10,s.25(2).

Parties to proceedings

83. A limited partner, unless he or she is also a general partner, is not a proper party to proceedings against a limited partnership, except where the object of the proceedings is to enforce the right of a limited partner against or liability to the limited partnership.

Authority to sign

84. (1) An actual or proposed general or limited partner may give special authority to any other person to execute on his or her behalf any document under this Part.

Special authority

(2) A special authority referred to in subsection (1) must be filed with the document or one of the documents executed in the exercise of the special authority. S.N.W.T. 1994,c.7,s.20.

Power to become limited partnership under this Act

85. (1) A limited partnership formed before February 1, 1970, may become a limited partnership under this Part by complying with section 58, if the certificate states

- (a) the amount of the original contribution of each limited partner and the time when the contribution was made; and
- (b) that the property of the partnership exceeds the amount sufficient to discharge its liabilities to persons not claiming as general or limited partners by an amount greater than the sum of the contributions of the limited partners.

Power to continue as limited partnership under former Act

(2) A limited partnership

- (a) in existence before February 1, 1970, and
- (b) that does not become a limited partnership under this Part,

continues to be governed by sections 59 to 77 of the *Partnership Ordinance*, R.S.N.W.T. 1956,c.75, as they read before February 1, 1970.

Failure to file notice to amend or cancel

86. Every member of a firm or other person that is required to file a notice to cancel or amend under this Part and fails to do so is guilty of an offence and liable on summary conviction to a fine not exceeding \$200. S.N.W.T. 1994,c.7,s.21.

PART III

LIMITED PARTNERSHIPS FORMED OUTSIDE NUNAVUT

Definitions

87. In this Part,

"carry on business" means to transact any of the ordinary business of a firm whether by means of an employee or an agent and whether or not the firm has a resident agent or representative or a warehouse, office or place of business in Nunavut; (*exploiter une entreprise*)

"certificate" means a certificate referred to in subsection 90(1) and includes a certificate that has been amended. (*certificat*)

S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Liability to persons other than members

88. (1) The liability of a limited partner or a general partner of an extra-territorial limited partnership for which a certificate is registered under this Part to a person or body that is not a member of the partnership is, in respect of business carried on in Nunavut,

- (a) governed by the law of the jurisdiction in which the partnership was formed; or
- (b) that set out in Part II for a limited or general partner, respectively, of a limited partnership formed in Nunavut, where the partner's liability would be greater than the partner's liability as determined under paragraph (a).

Liability where no registration

(2) A limited partner of an extra-territorial limited partnership is not liable in Nunavut as a general partner of the extra-territorial limited partnership by reason only that it carries on business in Nunavut without filing the certificate and supporting evidence required by section 90. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Application of Parts I and II

89. Subject to section 88, Parts I and II do not apply to an extra-territorial limited partnership. S.N.W.T. 1994,c.7,s.21.

Registration of certificate

90. (1) An extra-territorial limited partnership that carries on business in Nunavut shall, within 30 days after commencing to carry on business in Nunavut, file a certificate containing the prescribed information and signed by all general partners.

Evidence in support of certificate

(2) A certificate must be supported by evidence satisfactory to the Registrar that the partnership exists as a limited partnership in the jurisdiction in which it was formed. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Effects of registration

91. Subject to this Act and the laws of Nunavut, an extra-territorial limited partnership for which a certificate is registered under this Part and that is not otherwise empowered to do so may carry on business in Nunavut and for that purpose exercise the powers it has under the law of the jurisdiction in which it was formed.
S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Certificate where change in information

92. Within 30 days after a change in any of the information set out in a certificate, the firm shall file a notice to amend the certificate stating the change and signed by all general partners. S.N.W.T. 1994,c.7,s.21.

Address for service

93. (1) Every extra-territorial limited partnership required to file a certificate shall have an address for service in Nunavut for service of process in all suits and proceedings by or against the firm within Nunavut and on its behalf in Nunavut to receive all lawful notices to the firm.

Where address not that of firm

(2) Where the address for service of an extra-territorial limited partnership is not an address of the firm, the person at the address may, if the person no longer desires to allow his or her address to be used as the address for service, file a notice to that effect and, on or before the day the notice is filed, send or deliver a copy of the notice to the firm.

Cessation of address for service

(3) On the expiry of 30 days after a notice referred to in subsection (2) is registered, the address of the person who filed the notice ceases to be the address for service of the firm.

Firm must file notice to amend

(4) A firm that receives a notice sent or delivered under subsection (2) shall file a notice to amend its certificate to indicate a new address for service before the address of the person who filed the notice ceases to be the address for service of the firm.
S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Disability

94. (1) An extra-territorial limited partnership required to file a certificate is not, while a certificate is not registered, capable of commencing or maintaining an action or other proceeding in any court in respect of business carried on in Nunavut while a certificate is not registered, unless a certificate is subsequently registered in accordance with this Act.

Burden of proof

(2) In an action or proceeding, the burden of showing that a certificate is registered in respect of a firm is on the firm. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Ownership of real property

95. Only the general partners shall be shown at the Land Titles Office as owners of any interest of an extra-territorial limited partnership in real property. S.N.W.T. 1994,c.7,s.21.

Cancellation of certificate

96. (1) The general partners of an extra-territorial limited partnership shall ensure that the certificate in respect of the firm is cancelled when

- (a) the extra-territorial limited partnership is dissolved;
- (b) the extra-territorial limited partnership ceases to carry on business in Nunavut; or
- (c) all limited partners cease to be limited partners.

Notice to cancel

(2) A notice to cancel a certificate must be signed by all the general partners and filed within 30 days after the extra-territorial limited partnership is dissolved or ceases to carry on business in Nunavut or all limited partners cease to be limited partners, as the case may be. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Order directing amendment or cancellation of certificate

97. (1) A person desiring the amendment or cancellation of a certificate under section 92 or 96 may apply to the Nunavut Court of Justice for an order directing the amendment or cancellation where a person who must sign the notice to amend or cancel the certificate

- (a) is an individual who refuses to do so, has died or has been found to be mentally incompetent; or
- (b) is a body corporate that refuses to do so or no longer exists.

Order

(2) On hearing an application brought under subsection (1), the Nunavut Court of Justice, if it finds that the applicant is entitled to have the notice in question signed, shall, by order, direct the Registrar to register the amendment or cancellation of the certificate as set out in the order. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Filing of court order

98. A certificate is amended or cancelled, as the case may be, when a notice to amend or cancel the certificate or a certified copy of an order made under subsection 97(2) is registered. S.N.W.T. 1994,c.7,s.21.

Non-compliance with sections 93 and 96

99. (1) Where an extra-territorial limited partnership does not have an address for service in Nunavut or the Registrar believes on reasonable grounds that an extra-territorial limited partnership has not complied with subsection 96(2), the Registrar shall send to the extra-territorial limited partnership a letter informing it of its default.

Manner of sending letter

(2) A letter sent under subsection (1) shall be sent by registered mail to the address for service of the extra-territorial limited partnership or, where the extra-territorial limited partnership does not have an address for service in Nunavut, to the address of one of the general partners.

Cancellation of certificate

(3) The Registrar may cancel the certificate of an extra-territorial limited partnership where, within 60 days after a letter is sent to the extra-territorial limited partnership under subsection (1), the extra-territorial limited partnership fails to rectify its default or satisfy the Registrar that it is not in default.

Publication of cancellation

(4) Where a certificate is cancelled under subsection (3), the Registrar shall publish notice of the cancellation in the *Nunavut Gazette*.

Liability of partners

(5) Despite the cancellation of a certificate in respect of an extra-territorial limited partnership under this section, any liability that the extra-territorial limited partnership or any partner of the extra-territorial limited partnership might have continues as if the certificate was not cancelled. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Restoration of certificate

100. (1) Where the certificate of an extra-territorial limited partnership is cancelled under this Part, the extra-territorial limited partnership may file a certificate of restoration containing the prescribed information and signed by all general partners.

Evidence in support of certificate

(2) A certificate of restoration must be supported by evidence satisfactory to the Registrar that the partnership exists as a limited partnership in the jurisdiction in which it was formed.

Effect of restoration

(3) On the day on which a certificate of restoration is registered, the certificate of the extra-territorial limited partnership is restored and the partnership shall be deemed to be entitled to carry on business in Nunavut as if its certificate had not been cancelled, but without prejudice to the rights of parties acquired before the day on which the certificate is restored. S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Application to Court

101. (1) A partner or creditor of an extra-territorial limited partnership that is aggrieved by the cancellation of the extra-territorial limited partnership's certificate may apply to the Nunavut Court of Justice, on notice to the Registrar and such other persons as the Nunavut Court of Justice considers appropriate, for an order restoring the certificate.

Restoration of certificate

(2) On an application under subsection (1), the Nunavut Court of Justice, if satisfied that it is just in the circumstances, may order that the certificate of an extra-territorial limited partnership be restored and may give such directions and make such provisions as seem just for placing the extra-territorial limited partnership and all other persons in the same position as nearly as possible as if the certificate of the extra-territorial limited partnership had not been cancelled.

Registration

(3) On the Registrar being satisfied that any conditions, directions or other provisions that the Court has ordered for restoration have been complied with, the person who was granted the order may file a certified copy of the order together with a certificate of restoration containing the prescribed information and dated no earlier than the date of the order.

Effect of registration

(4) On the registration of a certified copy of the order together with a certificate of restoration, the certificate of the extra-territorial limited partnership is restored and the extra-territorial limited partnership shall be deemed to be entitled to carry on business in Nunavut as if its certificate had not been cancelled, but without prejudice to the rights of parties acquired before the day on which the certificate is restored.
S.N.W.T. 1994,c.7,s.21; S.Nu. 2011,c.10,s.25(2).

Carrying on business where not registered

102. (1) Every person who, by himself or herself or in association with others, carries on or attempts to carry on the business of an extra-territorial limited partnership that has dissolved or the certificate of which has been revoked or cancelled is guilty of an offence and liable on summary conviction to a fine not exceeding \$500.

Failure to register notice to amend or cancel

(2) Every member of a firm or other person that is required to file a notice to amend or cancel under this Part and fails to do so is guilty of an offence and liable on summary conviction to a fine not exceeding \$200. S.N.W.T. 1994,c.7,s.21.

PART IV

GENERAL

Saving for rules of equity and common law

103. The rules of equity and of common law applicable to partnership continue in force except where they are inconsistent with the express provisions of this Act.
S.N.W.T. 1994,c.7,s.21.

Filing

104. (1) A document shall be filed by sending or delivering it to the Registrar with the prescribed fee.

Registration

(2) The Registrar shall register a document that is filed where, in the opinion of the Registrar, the requirements of this Act have been met.

Requirements for registration

- (3) The Registrar may refuse to register a document that has been filed
- (a) where the document does not comply with this Act or the regulations;
 - (b) where the document is greater in size than 21.5 cm by 35.6 cm; or
 - (c) where fewer than two copies of the document are submitted to the Registrar.
- S.N.W.T. 1994,c.7,s.21.

Duties of Registrar

105. On the request of any person and on payment of the prescribed fee, the Registrar shall

- (a) issue certificates as provided in the regulations;
- (b) produce for inspection any registered document; or
- (c) provide a certified copy of any registered document.

S.N.W.T. 1994,c.7,s.21.

Reproduction of document

106. (1) Where a document is registered under this Act, the Registrar may, as the Registrar considers appropriate,

- (a) have the document reproduced in any prescribed manner; and
- (b) return the document to the person who filed it, destroy the document or store the document at an office of the Registrar or elsewhere.

Deemed document

(2) A reproduction of a document made under paragraph (1)(a) is, for all purposes, deemed to be the document. S.N.W.T. 1994,c.7,s.21.

Proof of facts in certificate

107. (1) A certificate of the Registrar respecting a matter dealt with by this Act is admissible in evidence without proof of the office or signature of the Registrar and is, in the absence of evidence to the contrary, proof of the facts set out in the certificate.

Proof of original document

(2) A copy of a document registered under this Act that purports to be certified by the Registrar is admissible in evidence without proof of the office or signature of the Registrar and is, in the absence of evidence to the contrary, proof of the original document. S.N.W.T. 1994,c.7,s.21.

Application of *Business Corporations Act*

108. Subsections 260(2) and 266(2) of the *Business Corporations Act* apply in respect of the Registrar and the duties of the Registrar under this Act. S.N.W.T. 1996,c.19,Sch.,s.10(3).

Regulations

109. The Commissioner, on the recommendation of the Minister, may make regulations

- (a) prescribing the form of a certificate of partnership and the other forms that by this Act are to be prescribed;
- (b) prescribing the location and hours of business of the office or offices of the Registrar;
- (c) respecting the Registry, the duties of the Registrar and the filing and registration of documents;
- (d) respecting searches of registrations and registered documents and disclosure of information respecting or contained in registered documents;
- (e) respecting the issuance of certificates and the form and content of the certificates;
- (f) respecting the payment of fees and the amount of fees or the manner of calculating them for services provided under this Act or the regulations and exempting any person or class of person from payment of any fee;
- (g) authorizing the Registrar to make arrangements providing for the deferred payment of fees and charges and prescribing conditions that must be met if the arrangements are to be made available or continue to be made available to particular persons; and
- (h) prescribing the manner in which a document may be reproduced under subsection 106(1).

S.N.W.T. 1994,c.7,s.21.

TRANSITIONAL MATTERS RELATED TO DIVISION

Deemed formation of limited partnerships in Nunavut

110. (1) A limited partnership formed under the *Partnership Act* (Northwest Territories) before April 1, 1999 is deemed as of that date to be formed under this Act where each of the general partners, as specified in its certificate, is deemed on that date to be incorporated by or under the laws of Nunavut or is a resident of Nunavut on March 31, 1999.

Deemed registration of extra-territorial limited partnerships in Nunavut

(2) An extra-territorial limited partnership registered under the *Partnership Act* (Northwest Territories) before April 1, 1999 is deemed as of that date to be registered under this Act where its address for service under section 93 is located in Nunavut on March 31, 1999. S.N.W.T. 1998,c.35,Sch.D,s.1.

Operation of Northwest Territories limited partnerships

111. (1) The following may carry on business in Nunavut until March 31, 2001 without being registered as an extra-territorial limited partnership under this Act:

- (a) a limited partnership formed under the *Partnership Act* (Northwest Territories) before April 1, 1999 that is not deemed to be formed under this Act pursuant to subsection 110(1);
- (b) an extra-territorial limited partnership registered under the *Partnership Act* (Northwest Territories) before April 1, 1999 that is not deemed to be registered under this Act pursuant to subsection 110(2).

Continuation of address for service and rights and liabilities

(2) Until March 31, 2001, or until registration as an extra-territorial limited partnership under this Act, whichever is earlier,

- (a) a limited partnership or an extra-territorial limited partnership referred to in subsection (1) may be served in respect of proceedings or matters in Nunavut at its address for service in the Northwest Territories;
- (b) all property, rights, assets, privileges and franchises of a limited partnership or extra-territorial limited partnership referred to in subsection (1) are continued in Nunavut;
- (c) all rights of creditors against and all liens on the property, rights, assets, privileges and franchises of a limited partnership or extra-territorial limited partnership referred to in subsection (1) are continued in Nunavut; and
- (d) all debts, contracts, criminal or civil liabilities and duties of a limited partnership or extra-territorial limited partnership referred to in subsection (1) attach to it and may be enforced against it in Nunavut.

S.N.W.T. 1998,c.35,Sch.D,s.1.

Power of Registrar

112. The Registrar has the power to issue whatever certificates or documents he or she considers necessary to give effect to sections 110 and 111.

S.N.W.T. 1998,c.35,Sch.D,s.1.