

Royal Gazette

Prince Edward Island

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Charlottetown, Prince Edward Island, February 2, 2013

**CANADA
PROVINCE OF PRINCE EDWARD ISLAND
IN THE SUPREME COURT - ESTATES DIVISION**

TAKE NOTICE that all persons indebted to the following estates must make payment to the personal representative of the estates noted below, and that all persons having any demands upon the following estates must present such demands to the representative within six months of the date of the advertisement:

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
ARSENAULT, Reginald Joseph Mont Carmel Prince Co., PE February 2, 2013 (05-18)*	Marie Anne Arsenault (EX.)	Cox & Palmer PO Box 40 Alberton, PE
COSTAIN, Gordon Joseph Ebbsfleet, St. Louis RR Prince Co., PE February 2, 2013 (05-18)*	Stephen Costain (EX.)	Cox & Palmer PO Box 40 Alberton, PE
FRIZZELL, Lettie Madeline Charlottetown Queens Co., PE February 2, 2013 (05-18)*	Charles Frizzell David Rogers (EX.)	Paul J. D. Mullin, QC PO Box 604 Charlottetown, PE
KAYS, Emmanuel Joseph Charlottetown Queens Co., PE February 2, 2013 (05-18)*	Donna Lee Walker Lori Elaine Kays Heather Lynn Kays Heather Ann Kays (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
LEIGH, Jean I. Charlottetown Queens Co., PE February 2, 2013 (05-18)*	Kathleen West Patricia Phillips (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE

*Indicates date of first publication in the Royal Gazette.

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<http://www.gov.pe.ca/royalgazette>

CANADA
PROVINCE OF PRINCE EDWARD ISLAND
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LeLACHEUR, Kimball Frederick Eldon, Belfast PO Queens Co., PE (Formerly of Guernsey Cove Kings Co., PE) February 2, 2013 (05-18)*	Donna Louise Butler Kimball Scott LeLacheur (EX.)	HBC Law Corporation PO Box 1074 Charlottetown, PE
MILLAR, Gerald Stewart Kelvin Grove Prince Co., PE February 2, 2013 (05-18)*	Donna Lee Winters (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
GEORGE, Margaret Evelyn Bertha Charlottetown Queens Co., PE January 26, 2013 (04-17)	William James Angus Huestis (EX.)	Macnutt & Dumont PO Box 965 Charlottetown, PE
BYRNE, Pearl Veronica Morell Kings Co., PE January 26, 2013 (04-17)	Mary Parkman (AD.)	Cox & Palmer PO Box 516 Montague, PE
MacLEOD, George Reginald Vernon Bridge Queens Co., PE January 26, 2013 (04-17)	Valerie A. MacLeod Susan A. McQuillan (AD.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE
GILLIS, Alberta Gertrude Point Prim Queens Co., PE January 19, 2013 (03-16)	Brian Gillis Elaine MacKenzie (EX.)	Campbell Lea PO Box 429 Charlottetown, PE
GOSBEE, Elmer Cecil Beach Point Kings Co., PE January 19, 2013 (03-16)	Vaughen Gosbee Glen Hawkins (EX.)	Campbell Lea PO Box 429 Charlottetown, PE
HARPER, William Howard Enfield Nova Scotia January 19, 2013 (03-16)	Peter William Harper (EX.)	Campbell Stewart PO Box 485 Charlottetown, PE

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HAYWOOD, Bennett Johnstone Waterside Queens Co., PE January 19, 2013 (03-16)	Leona Marie Haywood (EX.)	Hubley Law Office 45 Water Street Charlottetown, PE
SWAN, Hilda R. Stratford Queens Co., PE January 19, 2013 (03-16)	David B. Swan (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE
TOWNSHEND, Henry Douglas Fortune Bridge Kings Co., PE January 19, 2013 (03-16)	John Jackie Townshend (EX.)	Cox & Palmer PO Box 516 Montague, PE
COSTAIN, Everett Lloyd Miminegash Prince Co., PE January 19, 2013 (03-16)	Francis Mary Costain (AD.)	Cox & Palmer PO Box 40 Alberton, PE
MacLEAN, Donald New Perth Kings Co., PE January 19, 2013 (03-16)	Mary Katherine "Jean" MacLean (AD.)	Cox & Palmer PO Box 516 Montague, PE
BERNARD, Gilles Joseph Pleasant View Prince Co., PE January 12, 2013 (02-15)	Peter J. Gaudet (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
FIELD, Verna Ruth Charlottetown Queens Co., PE January 12, 2013 (02-15)	Nancy Jane Field (EX.)	Elizabeth S. Reagh, QC 17 West Street Charlottetown, PE
McGONNELL, Peter Claver Charlottetown Queens Co., PE January 12, 2013 (02-15)	Michael McGonnell (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE

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BOURGEOIS, Joseph François Iles-de-la-Madeleine Quebec January 5, 2013 (01-14)	Josephine (Bourgeois) Jackson (EX.)	Cox & Palmer PO Box 516 Montague, PE
DOUCETTE, Alvin Joseph Tignish Prince Co., PE January 5, 2013 (01-14)	Dorothy Doucette (EX.)	Cox & Palmer PO Box 40 Alberton, PE
HAYDEN, William J. Cherry Valley Vernon Bridge RR#3 Queens Co., PE January 5, 2013 (01-14)	John Hayden (John Trueman Hayden) Reta Ross (Catherine Sareta Ross) Wayne Beaton (Angus Wayne Beaton) (EX.)	McInnes Cooper BDC Place, Suite 620 119 Kent Street Charlottetown, PE
MOLLISON, Mildred Eliza Summerside Prince Co., PE January 5, 2013 (01-14)	Alice Noreen Harnois James B. Ramsay (EX.)	Law Office of John L. Ramsay, QC PO Box 96 Summerside, PE
MORRISON, Mary Margaret Montague Kings Co., PE January 5, 2013 (01-14)	Paula Marie Morrison Donna Louise Pellerine (EX.)	Cox & Palmer PO Box 516 Montague, PE
ROSE, Edna Charlottetown Queens Co., PE (Formerly of Lakeville, Kings Co., PE) January 5, 2013 (01-14)	Noreen Shaw (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
BOURGEOIS, Edna M. F. Lower Montague Kings Co., PE January 5, 2013 (01-14)	John Bourgeois Josephine Jackson Alfred Bourgeois (AD.)	Cox & Palmer PO Box 516 Montague, PE
CROWDIS, Donald Kennedy Toronto Ontario January 5, 2013 (01-14)	Royal Trust Corporation of Canada (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE

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Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
DOIRON, Margaret S. Souris (Formerly of Souris West) Kings Co., PE December 29, 2012 (52-13)	Winnifred Doiron (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
MacINTYRE, S. A. Lauretta Charlottetown Queens Co., PE December 29, 2012 (52-13)	Daphne A. Campbell (EX.)	Campbell Stewart PO Box 485 Charlottetown, PE
QUINN, Merlin Michael Cardross Kings Co., PE December 29, 2012 (52-13)	Edna M. Quinn (EX.)	Cox & Palmer PO Box 516 Montague, PE
SLOSS, Thelma Madalene Eldon (Formerly of South Pinette) Queens Co., PE December 29, 2012 (52-13)	Derrill Shaw Cathy Ann Shaw (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
DOIRON, Henry Joseph Rollo Bay Kings Co., PE December 29, 2012 (52-13)	Winnifred Doiron (AD.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
BIRT, Verna Genevieve Souris Kings Co., PE December 22, 2012 (51-12)	Donald Birt Linda Birt Cheryl Rose (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
CHAPMAN, Anne Gladys Truro Nova Scotia December 22, 2012 (51-12)	Neil William Chapman (EX.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE
CHIASSON, Marie "Anita" Tignish Prince Co., PE December 22, 2012 (51-12)	Gerry Doucette Marjorie MacInnis (EX.)	McInnes Cooper PO Box 1570 Summerside, PE

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IN THE SUPREME COURT - ESTATES DIVISION

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DAVOL, Mary "Clarissa" Crapaud Queens Co., PE December 22, 2012 (51-12)	Stephen D. G. McKnight, QC Harold Affleck (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
GALLANT, Rita Mary Charlottetown Queens Co., PE December 22, 2012 (51-12)	Claire James (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacKENZIE, Brenda Lina Morell Kings Co., PE December 22, 2012 (51-12)	Danny Geldert Anita Geldert (EX.)	Boardwalk Law Offices 220 Water Street Parkway Charlottetown, PE
MUNRO, James Alastair Richmond Ontario December 22, 2012 (51-12)	Mary Ivy Seabrook Munro (EX.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE
RACKHAM, Edith Adele Charlottetown Queens Co., PE December 22, 2012 (51-12)	Robert William Rackham (EX.)	McInnes Cooper BDC Place, Suite 620 119 Kent Street Charlottetown, PE
SELLICK, Erma Jean O'Leary RR#3 Prince Co., PE December 22, 2012 (51-12)	Terry Hagen (EX.)	Cox & Palmer PO Box 40 Alberton, PE
THIBODEAU, John Douglas Alliston Ontario December 22, 2012 (51-12)	Shannon Leigh Thibodeau Shantelle Denise Thibodeau (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
WILSON, Mary Eileen Charlottetown Queens Co., PE December 22, 2012 (51-12)	Roch Beazley Adrienne Goode (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE

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WRIGHT, Suzanne Meredith Charlottetown Queens Co., PE December 22, 2012 (51-12)	Hugh Harold Wright Katherine Mary Wright (EX.)	Macnutt & Dumont PO Box 965 Charlottetown, PE
MacDOUGALL, Martin Joseph Glenroy Queens Co., PE December 22, 2012 (51-12)	Darlene Robertson (AD.)	Law Office of E. W. Scott Dickieson, QC PO Box 1453 Charlottetown, PE
MacFARLANE, Kenneth Rae Donagh Queens Co., PE December 22, 2012 (51-12)	Dylan Earl Rae Gosbee (AD.)	Collins & Associates National Bank Tower, Suite 200 134 Kent Street Charlottetown, PE
CHIU KUEN Summerside Prince Co., PE December 15, 2012 (50-11)	Josephine Ma, also known as Lai Ying Lo (EX.)	Lyle & McCabe PO Box 300 Summerside, PE
CRAWFORD, Olive Gladys Stanley Bridge Queens Co., PE December 15, 2012 (50-11)	Richard Charles Henry Crawford Holly Elizabeth Courtney Douglas A. Anderson (EX.)	Barry Spalding PO Box 6010 Saint John, NB
GARRETT, Marjorie Orlo Montague Kings Co., PE (Formerly of Sherwood/Charlottetown Queens Co., PE) December 15, 2012 (50-11)	Ronald Arthur Garrett Michael Alan Garrett Richard James Garrett (EX.)	Elizabeth S. Reagh, QC 17 West Street Charlottetown, PE
JARDINE, Robert E. Charlottetown Queens Co., PE December 15, 2012 (50-11)	Robert Andrew Jardine (EX.)	Campbell Stewart PO Box 485 Charlottetown, PE
MacLEAN, Roy Belle River Queens Co., PE December 15, 2012 (50-11)	William Roy MacLean (EX.)	Cox & Palmer PO Box 516 Montague, PE

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MONTIGNY, Louis Roger Stratford Queens Co., PE December 15, 2012 (50-11)	Christopher Montigny (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
THOMAS, Lorraine Williamson Charlottetown Queens Co., PE December 15, 2012 (50-11)	Albert S. Thomas Mary Thomas Catherine Doyle (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE
COLLINS, Calder Ross St. Patricks Road Kings Co., PE December 15, 2012 (50-11)	Stephen Collins (AD.)	Cox & Palmer PO Box 516 Montague, PE
GAUTHIER, Marjorie Mae North River RR#5 Cornwall December 15, 2012 (50-11)	Lisa Dawn Elizabeth Ramsay (AD.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE
CAHILL, Louis John Charlottetown Queens Co., PE December 8, 2012 (49-10)	Gerard Joseph Perry (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
CHAISSON, Peter Joseph Bear River, Souris RR#1 Kings Co., PE December 8, 2012 (49-10)	Mary Catherine Chaisson (EX.)	Birt & McNeill PO Box 20063 Charlottetown, PE
HICKOX, Marion Josephine Summerside Prince Co., PE December 8, 2012 (49-10)	Gary Hickox Vicki Hickox (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
MacKINNON, Suzanne Wentworth Charlottetown Queens Co., PE December 8, 2012 (49-10)	Neil G. MacNair Karen A. Campbell, QC (EX.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE

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TWEEL, Rita M. Charlottetown Queens Co., PE December 8, 2012 (49-10)	Norman Tweel (EX.)	T. Daniel Tweel PO Box 3160 Charlottetown, PE
VIAENE, Lucien Josef Newtown Queens Co., PE December 8, 2012 (49-10)	David Viaene (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
WHITE, Francis Albert Souris West Kings Co., PE December 8, 2012 (49-10)	Frederick Fitzpatrick Thomas White (EX.)	McInnes Cooper BDC Place, Suite 620 119 Kent Street Charlottetown, PE
WHITE, Gordon Neil Charlottetown Queens Co., PE December 8, 2012 (49-10)	Sandra C. Bentley (EX.)	T. Daniel Tweel PO Box 3160 Charlottetown, PE
STEELE, Lester Philip Gaspereaux Montague RR#4 Kings Co., PE December 8, 2012 (49-10)	Louis Steele (AD.)	Cox & Palmer PO Box 516 Montague, PE
GALLANT, Brenda Joy Bethel Queens Co., PE December 1, 2012 (48-09)	Jason Paul Gallant (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
MOSSEY, Joseph F. Burlington Ontario December 1, 2012 (48-09)	Joan Shirley Mossey (AD.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
MacDONALD, Alfred Walter Charlottetown Queens Co., PE November 24, 2012 (47-08)	Katherine Edith Sheppard (EX.)	Birt & McNeill PO Box 20063 Charlottetown, PE

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MacDOUGALL, Gloria June Charlottetown Queens Co., PE November 24, 2012 (47-08)	Mark Gallant (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
STERNS, Harriet Jean (also known as Jean Harriet Sterns) Summerside Prince Co., PE November 24, 2012 (47-08)	Benjamin Cairns (AD.)	Lyle & McCabe PO Box 300 Summerside, PE
JAMIESON, Howard Charles Charlottetown Queens Co., PE November 17, 2012 (46-07)	Mary Audrey Jamieson (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
MacDONALD, Willard Blair Stratford Queens Co., PE November 17, 2012 (46-07)	Tracey Lynn MacDonald - Wahlers (EX.)	Cox & Palmer 97 Queen Street, Suite 600 Charlottetown, PE
THOMPSON, Gerald C. Stratford Queens Co., PE November 17, 2012 (46-07)	Valerie J. MacKinnon Steven Thompson (EX.)	E. W. Scott Dickieson Law Office PO Box 1453 Charlottetown, PE
ARSENAULT, Melda St. Louis Prince Co., PE November 10, 2012 (45-06)	Cathy Perry (EX.)	Cox & Palmer PO Box 40 Alberton, PE
HARDING, Elma May Saint John New Brunswick November 10, 2012 (45-06)	Mary Elizabeth Harding (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
LAFFIN, Myra Ann Charlottetown Queens Co., PE (Formerly of Cape Breton, NS) November 10, 2012 (45-06)	Meghan Wood (EX.)	Cox & Palmer 97 Queen Street Suite 600 Charlottetown, PE

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MacEACHERN, Marilyn Theresa (also known as Marilyn Hamilton MacEachern) Charlottetown Queens Co., PE November 10, 2012 (45-06)	Robert "Bob" MacEachern (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacKAY, Dorothy May Charlottetown Queens Co., PE November 10, 2012 (45-06)	Kenneth L. Webster Rosemary J. Herbert (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
NOYE, Ruby Glen Summerside Prince Co., PE November 10, 2012 (45-06)	Kimberly A. Tuplin Harold S. Noye (EX.)	McLellan Brennan 37 Central Street Summerside, PE
RAYNER, Marjorie Louise New Annan Prince Co., PE November 10, 2012 (45-06)	Frederick Rayner Alan Rayner Joyce Newman (EX.)	Law Office of John L. Ramsay, QC PO Box 96 Summerside, PE
CURRIE, Leith Nelson RR#1 O'Leary Prince Co., PE November 10, 2012 (45-06)	Claretta MacWilliams Ronald MacWilliams (AD.)	Cox & Palmer PO Box 40 Alberton, PE
DARRACH, Oswald Leith New Dominion Queens Co., PE November 10, 2012 (45-06)	Louis Burdett (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
MacKINNON, Hugh Kinross Queens Co., PE November 10, 2012 (45-06)	John D. MacKinnon (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacKINNON, Lexie Kinross Queens Co., PE November 10, 2012 (45-06)	John D. MacKinnon (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE

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STEWART, Florence Margaret Eldon Queens Co., PE November 10, 2012 (45-06)	John D. MacKinnon (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
DOUCETTE, Allan Thomas Charlottetown (Formerly of East Royalty) Queens Co., PE November 3, 2012 (44-05)	David MacDonald (AD.)	McInnes Cooper BDC Place, Suite 620 119 Kent Street Charlottetown, PE

The following orders were approved by His Honour the Lieutenant Governor in Council dated 22 January 2013.

EC2013-43

HERITAGE PLACES PROTECTION ACT
HERITAGE PLACES ADVISORY BOARD
APPOINTMENTS

Pursuant to subsection 3(1) of the *Heritage Places Protection Act* R.S.P.E.I. 1988, Cap. H-3.1 and subsection 2(1) of the *Heritage Places Protection Act* Regulations (EC414/00), Council made the following appointments:

NAME	TERM OF APPOINTMENT
Jock Beck	9 February 2013
Montague	to
(reappointed)	9 February 2016
Carol Livingstone	22 January 2013
West Point	to
(vice John Coady, resigned)	22 January 2016
Julie Simmons	10 November 2012
Summerside	to
(reappointed)	10 November 2015
Sterling Stratton	10 November 2012
Charlottetown	to
(reappointed)	10 November 2015

EC2013-68

PROVINCIAL EMBLEMS AND HONOURS ACT
ORDER OF PRINCE EDWARD ISLAND ADVISORY COUNCIL
APPOINTMENTS

Pursuant to clause 6(2)(d) of the *Provincial Emblems and Honours Act* R.S.P.E.I. 1988, Cap. P-26.1, Council made the following appointments:

NAME	TERM OF APPOINTMENT
for Prince County	
Alan Curtis	22 January 2013
Alberton	to
(vice Fairley Yeo, term expired)	8 July 2015
for Queens County	
Charles Curley	22 January 2013
Charlottetown	to
(vice Maitland MacIsaac, term expired)	8 July 2015

<http://www.gov.pe.ca/royalgazette>

for Kings County

Jackie MacKay	22 January 2013
Lower Montague	to
(vice Charlie Gillis, term expired)	8 July 2015

Further, Council designated Charles Curley as chairperson of the Council in accordance with subsection 6(4) of the said Act.

EC2013-69

ROADS ACT
OPERATOR OF AN APPROVED WEIGHING DEVICE
DESIGNATIONS

Under authority of subsection 52(7) of the *Roads Act* R.S.P.E.I. 1988, Cap. R-15, Council designated the following persons as being qualified to operate an approved weighing device, effective February 2, 2013:

Derek Murray Cameron
Charlottetown

Lisa Marie Gorse
Miscouche

EC2013-70

SOCIAL ASSISTANCE ACT
SOCIAL ASSISTANCE APPEAL BOARD
APPOINTMENTS

Pursuant to section 5 of the *Social Assistance Act* R.S.P.E.I. 1988, Cap. S-4.3 Council made the following appointments:

NAME	TERM OF APPOINTMENT
Bernice Arsenault	22 January 2013
Wellington	to
(vice Louise Comeau, term expired)	22 January 2016
Clarence Gallant	22 January 2013
Summerside	to
(vice Linda MacInnis, term expired)	22 January 2016
Sandra Rafferty	26 November 2012
Ellerslie	to
(reappointed)	26 November 2015

EC2013-71

MUSEUM ACT
PRINCE EDWARD ISLAND MUSEUM AND HERITAGE FOUNDATION
BOARD OF GOVERNORS
APPOINTMENTS

Pursuant to section 5 of the *Museum Act* R.S.P.E.I. 1988, Cap. M-14, Council made the following appointments:

NAME	TERM OF APPOINTMENT
Harry Kielly	18 December 2012
Stanhope	to
(reappointed)	18 December 2015
Thelma Phillips	22 January 2013
Foxley River	to
(vice Andrew Wells, deceased)	22 January 2016
Charles H. Sark	18 December 2012
Lennox Island	to
(reappointed)	18 December 2015

Further, Council designated Harry Kielly as chairperson of the Board pursuant to subsection 5(1) of the *Museum Act* for the duration of his term as a member.

Signed,

Wendy I. MacDonald
 Clerk Assistant of the Executive Council

05

NOTICE OF DISSOLUTION

Partnership Act
 R.S.P.E.I. 1988, Cap. P-1

Public Notice is hereby given that a Notice of Dissolution has been filed under the *Partnership Act* for each of the following:

Name: FORD'S EXTREAM ROOFING
 Owner: James W.R. Ford
 Registration Date: January 18, 2013

Name: HYGIENITECH P.E.I.
 Owner: Doug Callin
 Troy Bertram
 Registration Date: January 23, 2013

Name: PREMIUM PAINTING
 Owner: Alan Hoy

Wayne Russell

Registration Date: January 23, 2013
 05

NOTICE OF GRANTING LETTERS
PATENT

Companies Act
 R.S.P.E.I. 1988, Cap. C-14, s.11,

Public Notice is hereby given that under the *Companies Act* Letters Patent have been issued by the Minister to the following:

Name: 101603 P.E.I. INC.
 30 Parsons Creek Drive
 York, PE C0A 1P0
 Incorporation Date: January 28, 2013

<http://www.gov.pe.ca/royalgazette>

Name: 101625 P.E.I. INC.
Box 429
Charlottetown, PE C1A 7K7

Incorporation Date: January 18, 2013

Name: CHARLOTTETOWN LEADERCAST
INC.

392 St. Peters Road
Charlottetown, PE C1C 1H1

Incorporation Date: January 24, 2013

Name: COLLETTE-MACKAY
ENTERPRISES LTD.
c/o Phinley's Restaurant
6 Kinlock Road
Stratford, PE C1B 1A1

Incorporation Date: January 28, 2013

Name: FORD'S EXTREME ROOFING INC.
665 Crooked Creek Road
Rte 251
Oyster Bed, PE C1E 0M2

Incorporation Date: January 18, 2013

Name: O'LEARY BUILDING CENTRE LTD.
494 Granville Street
Summerside, PE C1N 4K4

Incorporation Date: January 29, 2013

Name: S & S SWEET CREATIONS INC.
21 Rogers Lane
Charlottetown, PE C1A 0A3

Incorporation Date: January 25, 2013

Name: THE FRIENDS OF SEACOW HEAD
LIGHTHOUSE INC.
198 Lighthouse Road
R. R. #1
Bedeqe, PE C0B 1C0

Incorporation Date: January 21, 2013

Name: THE GROVE INC.
41 Hurry Road
Charlottetown, PE C1E 3C5

Incorporation Date: January 28, 2013

Name: W.C.B. RESTAURANT INC.
809 St. Charles Road
R. R. #5
Souris, PE C0A 2B0

Incorporation Date: January 24, 2013

Name: WHITE MOUNTAIN HOLDINGS INC.

c/o BDC Place, Suite 620
119 Kent St.
Charlottetown, PE C1A 1N3

Incorporation Date: January 25, 2013
05

NOTICE OF REGISTRATION

Partnership Act

R.S.P.E.I. 1988, Cap. P-1, s.52 and s.54(1)

Public Notice is hereby given that the following
Declarations have been filed under the
Partnership Act:

Name: GAHAN BLUEBERRY ALE

Owner: 100415 P.E.I. INC.
c/o 65 Grafton Street
P O Box 2140
Charlottetown, PE C1A 8B9

Registration Date: January 21, 2013

Name: ATLANTIC BUILDING CLEANING
Owner: GDI SERVICES (CANADA) L.P./GDI
SERVICES (CANADA) S.E.C.
60 Worcester Road
Etobicoke, ON M9W 5X2

Registration Date: January 23, 2013

Name: CAPITAL MOTORS

Owner: JOLOWAY LTD.
40 Lower Malpeque Road
Charlottetown, PE C1E 1R3

Registration Date: January 22, 2013

Name: CURVES FOR WOMEN
CHARLOTTETOWN

Owner: 100352 P.E.I. INC.
112 Longworth Avenue
Charlottetown, PE C1A 5A8

Registration Date: January 24, 2013

Name: BRAEMAR PEST CONTROL
Owner: RENTOKIL PEST CONTROL
CANADA LIMITED

365 Bay Street, Suite 800
Toronto, ON M5H 2V1

Registration Date: January 23, 2013

Name: WESTERN GROUP INSURANCE
SOLUTIONS

Owner: WESTERN FINANCIAL GROUP
(NETWORK) INC.

1010-24 St. S.E.
High River, AB T1V 2A7
Registration Date: January 24, 2013

Name: AIG PROPERTY CASUALTY
Owner: Chartis Insurance Company of Canada/
La Compagnie d'Assurance Chartis du
Canada
145 Wellington Street West
Toronto, ON M5J 1H8
Registration Date: January 25, 2013

Name: AIG CANADA
Owner: Chartis Insurance Company of Canada/
La Compagnie d'Assurance Chartis du
Canada
145 Wellington Street West
Toronto, ON M5J 1H8
Registration Date: January 25, 2013

Name: FIVE ELEVEN WEST
Owner: FIVE ELEVEN HOSPITALITY INC.
285 Allweather Hwy.
Summerside, PE C1N 4V3
Registration Date: January 25, 2013

Name: A. H. WOOD FARMS
Owner: 101497 P.E.I. INC.
7976 TCH
RR#3 Vernon River P O
Cherry Valley, PE C0A 2E0
Registration Date: January 25, 2013

Name: EXTREME PITA
CHARLOTTETOWN
Owner: 101575 P.E.I. INC.
7 Taylor Street
Charlottetown, PE C1E 0H3
Registration Date: January 25, 2013

Name: CHESAPEAKE SUITES
Owner: MCINNIS GROUP (1993) LTD.
169 Pope Road
Summerside, PE C1N 5C8
Registration Date: January 28, 2013

Name: ANNEAR FARMS
Owner: Brian Annear
Box 518
Lower Montague
Montague, PE C0A 1R0
Owner: Scott Annear
PO Box 518

Lower Montague
Montague, PE C0A 1R0
Registration Date: January 28, 2013

Name: C.A. MACDONALD AUTO BODY
Owner: Dwayne Lutz
7 Belmont Crescent
Souris, PE C0A 2B0
Registration Date: January 17, 2013

Name: HYGIENITECH AUTOMOTIVE
DETAILING
Owner: Joe Sawler
668 Crabbe Rd
Springvale, PE C1E 1Z4
Registration Date: January 23, 2013

Name: KEN'S HONEY BEE FARM
Owner: Kenneth Peters
2567 O'Leary Road
O'Leary, PE C0B 1V0
Registration Date: January 18, 2013

Name: MAN 4 HIRE
Owner: John Quinn
1200 Dover Road
Montague, PE C0A 1R0
Registration Date: January 23, 2013

Name: OLE COUNTRY CUPBOARD
Owner: Vanda Marie Hazel
120 Linda Drive
Summerside, PE C1N 5P4
Registration Date: January 21, 2013

Name: PEI INFLATABLES
Owner: Dylan Sanderson
6 Sanderson Lane
Cornwall, PE C0A 1H4
Registration Date: January 25, 2013

Name: SIMPLICITY WEDDING & EVENT
COORDINATION
Owner: Brandi Milligan
395 Brackley Point Rd
Brackley, PE C1E 3C2
Registration Date: January 22, 2013

Name: THE COACHING PLAYGROUND
Owner: Wendy Foster
51 North Drive
Summerside, PE C1N 4E7
Registration Date: January 25, 2013

Name: THE FIRST INTERNATIONAL
INVESTMENT
Owner: Yan Xi Chen
30 Glencove Drive
Stratford, PE C1B 1Y3
Owner: Jun Rong Chen
30 Glencove Drive
Stratford, PE C1B 1Y3
Registration Date: January 24, 2013

Name: TRAUMA TRAINING SEMINARS &
PROFESSIONAL CONSULTATION
Owner: Lorna Gallant
Box 5659
50 Arcadia Lane
South Rustico, PE C0A 1N0
Registration Date: January 25, 2013

Name: VARIABLE EDGE
Owner: Jeremy Brown
53 Westcomb Crescent
Charlottetown, PE C1C 1B7
Registration Date: January 11, 2013
05

NOTICE OF REVIVED COMPANIES

Companies Act
R.S.P.E.I. 1988, Cap. C-14 s.73

Public Notice is hereby given that under the *Companies Act* the following companies have been revived:

Name: 100045 P.E.I. INC.
Effective Date: December 31, 2012
05

NOTICE OF CORRECTION

Companies Act
R.S.P.E.I., 1988, Cap. C-14, S.72(5)

PUBLIC NOTICE is hereby given that the following company was included, in error, in the **Notice of Dissolved Companies** published January 19, 2013:

Taweel Construction Ltd.
05

NOTICE OF CORRECTION

Estate Notices
Name of Executor

First published January 12, 2013

Estate of the late **Gilles Joseph Bernard**
Pleasant View, Prince Co., PE.

Peter J. Gallant (EX.)
Should read
Peter J. Gaudet (EX.)

Place of Payment: McInnes Cooper, PO Box
1570, Summerside, PE

Michael Fagan
Queen's Printer

05

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PART II
REGULATIONS

EC2013-44

**HIGHWAY SIGNAGE ACT
REGULATIONS
AMENDMENT**

(Approved by His Honour the Lieutenant Governor in Council dated January 22, 2013.)

Pursuant to section 16 of the *Highway Signage Act* R.S.P.E.I. 1988, Cap. H-4.1, Council made the following regulations:

1. (1) Subsection 1(1) of the *Highway Signage Act* Regulations (EC298/03) is amended

(a) by the addition of the following after clause (a):

(a.1) “canopy sign” means a sign that is attached to or applied on a canopy; canopy sign

(b) by the addition of the following after clause (c):

(c.1) “off-premises sign” means a sign that contains one or more advertisements that direct attention to a business, commodity, service, industry or other activity that is sold, offered or conducted on a property other than the property on which the sign is erected, displayed, maintained or placed; off-premises sign

(c) by the addition of the following after clause (e):

(e.1) “sandwich board sign” means a portable sign of an A-frame or T-frame construction; sandwich board sign

(d) in clause (f), by the addition of the word “temporary” after the words “means a”;

(e) in clause (g), by the deletion of the period and the substitution of a semicolon; and

(f) by the addition of the following after clause (g):

(h) “window sign” means a sign that is window sign
(i) attached to or applied on an exterior window or door of a building, or
(ii) hanging parallel to, and within one metre of, an exterior window or door of a building.

(2) Subsection 1(2) of the regulations is amended

(a) by renumbering clause (a) as clause (a.1); and

(b) by the addition of the following immediately before clause (a.1):

fascia sign

(a) “fascia sign” means a sign that is attached to or applied on the exterior of a wall of a building;

2. Section 2 of the regulations is revoked and the following substituted:

APPLICATION

Exempt
municipalities

2. (1) The following municipalities are exempt from the application of the Act and these regulations:

- (a) Alberton;
- (b) Borden-Carleton;
- (c) Charlottetown;
- (d) Cornwall;
- (e) Georgetown;
- (f) Kensington;
- (g) Miltonvale Park;
- (h) Montague;
- (i) New Haven-Riverdale;
- (j) Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico;
- (k) Stratford;
- (l) Souris;
- (m) Summerside;

Traffic signs

(2) These regulations do not apply to traffic signs erected, displayed, maintained or placed under the *Highway Traffic Act* R.S.P.E.I. 1988, Cap. H-5 or its regulations.

3. Section 3 of the regulations is revoked and the following substituted:

SIGNS – RESTRICTIONS AND EXCEPTIONS

No signs resembling
traffic control
devices

3. No person shall erect, display, maintain or place, within view of a highway, a sign that resembles a traffic control device, including one that

- (a) contains the words “stop”, “caution” or “danger”; or
- (b) incorporates red, amber or green lights.

4. The regulations are amended by the addition of the following after section 3:

Off-premises signs
– prohibition and
exceptions

3.1 (1) No person shall erect, display, maintain or place an off-premises sign within view of a highway, unless the sign

- (a) concerns public safety and welfare;

(b) relates to a federal, provincial, municipal or school board election, provided the sign is not erected, displayed, maintained or placed

(i) until after the election writ has been issued for a provincial or federal election, or

(ii) more than one month before the date of a municipal or school board election;

(c) is erected, displayed, maintained or placed pursuant to an enactment or a court order;

(d) relates to a yard sale, provided the sign is erected, displayed, maintained or placed not more than seven days prior to the date of the yard sale;

(e) is part of a floral or landscaping arrangement;

(f) was, on the day before the Act came into force, erected, displayed, maintained or placed under the Highway Informational Signage System Program operated by the Department under the former Act;

(g) is erected, displayed, maintained or placed by the Department, including

(i) a directional sign for a map stop,

(ii) a directional sign for a tourism business,

(iii) a sign respecting a coastal touring route, and

(iv) a symbol board sign;

(h) is erected, displayed, maintained or placed under the authority of a special event sign registration permit issued under subsection 4(1); or

(i) is one of the following types, erected by a provincial, regional or municipal authority:

(i) a welcome sign indicating the name of the province, a region of the province, or a municipality, where the sign is located at an entrance point to the province, region, or municipality, as the case may be,

(ii) a directional sign respecting parking or a street entrance or exit,

(iii) a sign identifying a residential neighbourhood, where the sign is located at an entrance point to the residential neighbourhood,

(iv) a flag or pennant of a municipal, provincial or federal government.

(2) Any person who erects, displays, maintains or places a sign referred to in clause (1)(b) shall ensure that the sign is removed within seven days after the date of the election.

Removal of off-premises election sign

(3) Any person who erects, displays, maintains or places a sign referred to in clause (1)(d) shall ensure that the sign is removed within two days after the date of the yard sale.

Removal of off-premises yard sale sign

3.2 No person shall erect, display, maintain or place an on-premises sign within view of a highway without a registration permit, unless the sign

On-premises signs – permit required, exceptions

- (a) identifies
 - (i) a church or community centre,
 - (ii) a non-profit service club or organization,
 - (iii) a historical building or historical site,
 - (iv) a park or natural area,
 - (v) a sports field or arena,
 - (vi) a school or post-secondary educational institution, or
 - (vii) a dump, waste depot or recycling centre operated by a municipality or the provincial government;
- (b) relates to construction on the property, provided the sign is erected, displayed, maintained or placed only while construction is ongoing;
- (c) prohibits trespassing;
- (d) indicates the name or address of a property owner or occupier;
- (e) advertises real estate;
- (f) contains a religious belief or message; or
- (g) is one the following types, provided it is not a special event sign:
 - (i) a sandwich board sign,
 - (ii) a window sign,
 - (iii) a fascia sign.

Compliance with permit

- 3.3** Every permit holder shall ensure that a sign erected, displayed, maintained or placed under the authority of a registration permit
- (a) meets any conditions attached to the permit; and
 - (b) is erected, displayed, maintained or placed in accordance with any conditions attached to the permit.

Size and number of sandwich board signs

- 3.4** No person shall erect, display, maintain or place, within view of a highway,
- (a) a sandwich board sign that exceeds 1.5 square metres (16.15 square feet) in area; or
 - (b) more than two sandwich board signs on a single property.

Size and placement of free-standing signs

- 3.5** (1) No person shall erect, display, maintain or place, within view of a highway, a free-standing sign that
- (a) exceeds 8 metres (26.25 feet) in height above the main grade of the ground in which it is placed; or
 - (b) has a surface area, excluding supports, that exceeds
 - (i) 3 square metres (32.3 square feet), if the sign is located at the boundary of the property and a highway, or
 - (ii) the sum of
 - (A) 3 square metres (32.3 square feet), and
 - (B) 1 square metre (10.7 square feet) for each linear metre that the sign is set back from the nearest boundary of the property and a highway, up to a maximum of 14 square metres (150.64 square feet),
- if the sign is not located at the boundary of the property and a highway.

Size of canopy sign

(2) No person shall erect, display, maintain or place, within view of a highway, a canopy sign that exceeds

- (a) twenty-five percent of the surface area of the canopy; or
- (b) the surface area, excluding supports, of any free-standing sign located on the same property.

3.6 (1) No person shall erect, display, maintain or place, within view of a highway, a fascia sign that exceeds ten percent of the surface area of the wall to which the sign is attached or applied. Size of fascia sign

(2) No person shall attach or apply to a single wall, within view of a highway, more than one fascia sign. Ibid

3.7 No person shall attach or apply to the roof of a building, within view of a highway, a sign that exceeds ten percent of the surface area of the roof. Size of sign on roof

3.8 (1) No person shall, within view of a highway, attach or apply a sign to, or support a sign with, a utility pole or a tree. No signs on utility pole or tree

- (2) No person shall erect, display, maintain or place a sign Placement of sign
- (a) within a public right-of-way;
 - (b) where it impedes the sight lines of persons travelling on a highway;
 - (c) in a green area, located within a traffic intersection or at the entrance to a driveway; or
 - (d) where it encroaches on a sidewalk or other pedestrian path.

5. (1) Clause 4(1)(b) of the regulations is amended

(a) in subclause (iii),

- (i) by the deletion of the words “Public Works” and the substitution of the words “Infrastructure Renewal”, and**
- (ii) by the deletion of the words “, and” and the substitution of a comma; and**

(b) by the revocation of subclause (iv) and the substitution of the following:

- (iv) that the requirements of subsection 11(1) or 12(1) are met, and
- (v) that the applicant meets the requirements of any enactment governing the sale, offer or conduct of the business, commodity, service, industry or other activity to which the sign or signs to be authorized by the permit relate.

(2) Clause 4(6)(d) of the regulations is revoked and the following substituted:

- (d) the number of signs authorized by the permit;
- (d.1) if specified on the permit, the structure and size of each sign authorized by the permit;
- (d.2) any conditions attached to the permit under section 5;

6. Section 5 of the regulations is amended by the deletion of the words “or location of a sign” and the substitution of the words “size or location of a sign, or the number of signs, authorized by the permit”.

7. Section 6 of the regulations is revoked and the following substituted:

Revocation

6. The Registrar may revoke a registration permit, and order the removal of any sign the permit holder is authorized to erect, display, maintain or place under the registration permit, if

- (a) the permit holder contravenes a provision of, or ceases to meet the requirements of
 - (i) the Act or these regulations,
 - (ii) any condition attached to the permit, or
 - (iii) any enactment governing the sale, offer or conduct of the business, commodity, service, industry or other activity to which the sign relates; or
- (b) a sign erected, displayed, maintained or placed under the permit
 - (i) pertains to a business that has ceased to operate for a period of three or more consecutive months, or
 - (ii) represents a safety hazard, in the opinion of the Registrar.

8. Subsection 11(1) of the regulations is revoked and the following substituted:

Requirements

11. (1) An on-premises sign registration permit may only be issued to an applicant if, with respect to the property to which the permit will apply,

- (a) the applicant
 - (i) owns or leases the property, and
 - (ii) holds a valid and subsisting registration certificate issued under the *Revenue Tax Act* R.S.P.E.I. 1988, Cap. R-14 with respect to the business, commodity, service, industry or other activity sold, offered or conducted on the property and to which the sign relates;
- (b) there is no other on-premises sign registration permit in effect for the property; and
- (c) infrastructure is located on the property, out of which the business, commodity, service, industry or other activity to which the sign relates is sold, offered or conducted by one or more individuals on site.

(2) Subsection 11(2) of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.

(3) Subsections 11(3) and (4) of the regulations are revoked and the following substituted:

Signs authorized by on-premises sign registration permit

(3) An on-premises sign registration permit authorizes the permit holder to erect, display, maintain or place, within view of a highway, on the property to which the permit applies,

- (a) either
 - (i) one free-standing sign, if the property is not adjacent to the intersection of two or more highways, or
 - (ii) up to two free-standing signs, if the property is adjacent to the intersection of two or more highways; and
- (b) one canopy sign.

9. (1) Subsection 12(2) of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.

(2) Subsection 12(3) of the regulations is amended

(a) in the words preceding clause (a), by the addition of the word “signs” after the words “maintain or place”; and

(b) by the revocation of clause (a) and the substitution of the following:

- (a) of the size and in the number specified on the permit;

10. (1) Subsection 14(1) of the regulations is amended by the deletion of the words “under section 9 of the Act”.

(2) Subsection 14(3) of the regulations is revoked and the following substituted:

(3) A directional sign for a tourism business may be erected, displayed, Locations maintained or placed only

- (a) at an intersection of two or more highways, within a 15-km radius of the tourism business; and
- (b) at a location where the sign does not indicate to oncoming traffic that the tourism business is straight ahead.

(3) Subsection 14(4) of the regulations is amended

(a) in clause (a), by the deletion of the word “may” and the substitution of the word “shall”;

(b) in clause (b), by the deletion of the word “may” and the substitution of the word “shall”;

(c) in clause (c), by the deletion of the words “must, on the left side of the sign, include an arrow” and the substitution of the words “shall, on the left side of the sign, include a left or right turn arrow”; and

(d) in clause (d), by the deletion of the word “must” and the substitution of the word “shall”.

11. Section 16 of the regulations is amended by the deletion of the word “must” and the substitution of the word “shall”.

12. The regulations are amended by the deletion of the heading immediately before section 17 and the substitution of the following:

GENERAL

13. Section 17 of the regulations is amended by the deletion of the words “the Schedule” and the substitution of the words “Schedule 1”.

14. The regulations are amended by the addition of the following after section 17:

Notice

17.1 The form of the notice to remove a sign prescribed for the purposes of the Act and these regulations is set out in Schedule 2.

15. The Schedule to the regulations is renamed as Schedule 1.

16. The regulations are amended by the addition of Schedule 2 after Schedule 1 as set out in the Schedule to these regulations.

17. These regulations come into force on February 2, 2013.

SCHEDULE 2

NOTICE TO REMOVE SIGN

Date Issued: **Parcel/Property N^o:**

Business and Sign Name/Descriptor:

Civic Address of the property on which the sign is erected:
.....

Community Name:

Registered Property Owner's Name:

Mailing Address:

This Notice to Remove Sign is being issued to you because the sign that you have erected, displayed, maintained or placed on your property is not compliant with the *Highway Signage Act* R.S.P.E.I. 1988, Cap. H-4.1, or the regulations made pursuant to it, which states:

REMOVAL OF SIGNS

Notice to Removal

- 6. (1) Where**
(a) a compliance officer who finds a sign that is erected, displayed, maintained or placed contrary to the regulations; or

(b) the Registrar revokes a registration permit for a sign under the regulations,
the compliance officer or the Registrar, as the case may be, may serve a notice to remove the sign, in the prescribed form, on the registered owner of the land on which the sign is erected, displayed, maintained or placed.

(2) The notice referred to in subsection (1) may be served by registered letter, or by personal service, to the registered owner of land referred to in subsection (1). **Service of Notice**

(3) The registered owner of land who fails to remove a sign, or to cause it to be removed, within five days after receipt of a notice in writing from a compliance officer requiring that person to do so is guilty of an offence and liable on summary conviction to a fine of not less than \$500 and in default of payment is liable to imprisonment for a term not exceeding 30 days. **Offence, Fine**

7. (1) Where the registered owner of land fails to remove a sign within five days from the date the notice to remove is deemed to be received by the registered owner under subsection 6(2), a compliance officer or his or her agents may, without a warrant, enter the land on which the sign is located and remove the sign or cause it to be removed. **Removal by Compliance Officer**

(2) Where a sign is erected, displayed, maintained or placed that is, in the opinion of a compliance officer, similar to a sign that has been removed in accordance with subsection (1), the compliance officer or his or her agents may, without further notice, enter the land on which it is located and remove the sign or cause it to be removed. **Idem**

(3) Any costs resulting from the removal of any sign pursuant to subsection (2) shall be borne by the registered owner of the land on which the sign is located and shall be a debt due Her Majesty in right of the province. **Cost Payable by Owner**

Take notice by the issuance and service of this Notice to Remove Sign you are required to have the above noted sign removed from the said property within five (5) days from the date of receipt as per section 6 of the *Highway Signage Act*.

Issued by:

Registrar of Signs or Compliance Officer
Department of Tourism and Culture
Province of Prince Edward Island

EXPLANATORY NOTES

SECTION 1 adds definitions for “canopy sign”, “off-premises sign”, “sandwich board sign”, “window sign” and “fascia sign”.

SECTION 2 expands the list of municipalities exempted from the application of the Act and the regulations. It also states that these regulations do not apply to signs erected, displayed, maintained or placed under the *Highway Traffic Act* or its regulations.

SECTION 3 prohibits the erection, display, maintenance or placement of signs that resemble a traffic control device.

SECTION 4 prohibits the erection, display, maintenance or placement of off-premises signs within view of a highway, except those listed. It also prohibits the erection, display, maintenance or placement of on-premises signs within view of a highway without a registration permit, except those listed. The section requires permit holders to comply with the permit. It also sets out requirements respecting the size and placement of different types of signs.

SECTION 5 amends the name of the Department responsible for the Act and the regulations. It also amends requirements for a registration permit and the information the Registrar is to enter in the register on issuing a registration permit.

SECTION 6 amends the matters about which the Registrar may attach conditions to a registration permit.

SECTION 7 sets out the circumstances in which the Registrar may revoke a registration permit and order the removal of signs erected, displayed, maintained or placed under the permit.

SECTION 8 sets out requirements for an on-premises registration permit, with respect to the property to which the permit will apply. It also sets out the signs such a permit authorizes.

SECTION 9 makes minor wording amendments.

SECTION 10 clarifies the permitted placement and location of tourism directional signs. It also makes minor wording amendments.

SECTION 11 replaces “must” with “shall”.

SECTION 12 amends a heading.

SECTION 13 amends a reference to “the Schedule” to refer to “Schedule 1” to reflect the addition of another schedule.

SECTION 14 adds a provision indicating that the form of the notice to remove a sign is set out in Schedule 2.

SECTION 15 renames the “Schedule” to the regulations as “Schedule 1”.

SECTION 16 provides for the addition of Schedule 2.

SECTION 17 provides for the commencement of this regulations amendment.

Certified a true copy,
Wendy I. MacDonald
Clerk Assistant of the Executive Council

EC2013-45

INTERJURISDICTIONAL SUPPORT ORDERS ACT GENERAL REGULATIONS AMENDMENT

(Approved by His Honour the Lieutenant Governor in Council dated January 22, 2013.)

Pursuant to section 41 of the *Interjurisdictional Support Orders Act* R.S.P.E.I. 1988, Cap. I-4.2, Council made the following regulations:

1. The Schedule entitled “RECIPROCATING JURISDICTIONS” of the *Interjurisdictional Support Orders Act* General Regulations (EC218/03) is revoked and the Schedule as set out in the Schedule to these regulations is substituted.

2. These regulations come into force on February 2, 2013.

SCHEDULE

SCHEDULE

RECIPROCATING JURISDICTIONS

Australia - the following states and territories:

Capital Territory of Australia
New South Wales
Northern Territory of Australia
Queensland

South Australia
Tasmania
Victoria
Western Australia

Austria

Canada - the following provinces and territories:

Alberta
British Columbia
Manitoba
New Brunswick
Newfoundland and Labrador
Northwest Territories
Nova Scotia
Nunavut
Ontario
Quebec
Saskatchewan
Yukon Territory

England

Federal Republic of Germany

Guernsey, Alderney and Sark

Isle of Man

States of Jersey

Malta and its dependencies

New Zealand

Northern Ireland

Papua and New Guinea

Poland

United States of America - All fifty States, District of Columbia, Guam, Puerto Rico, United States Virgin Islands and any other jurisdiction of the United States participating in Title IV-D of the *Security Act* (U.S.A.)

Zimbabwe

EXPLANATORY NOTES

SECTION 1 revokes and replaces the Schedule of reciprocating jurisdictions, adding to the jurisdictions of the United States of America.

SECTION 2 provides for the commencement of these regulations.

Certified a true copy,
Wendy I. MacDonald
Clerk Assistant of the Executive Council

EC2013-67

PAYDAY LOANS ACT REGULATIONS

(Approved by His Honour the Lieutenant Governor in Council dated January 22, 2013.)

Pursuant to section 60 of the *Payday Loans Act* R.S.P.E.I. 1988, Cap. P-2.1, the Lieutenant Governor in Council made the following regulations:

DEFINITIONS

1. In these regulations

- | | |
|--|------------------------------|
| | Definitions |
| (a) “Act” means the <i>Payday Loans Act</i> R.S.P.E.I. 1988, Cap. P-2.1; | Act |
| (b) “device” means an instrument, including a debit card or a cheque, that the lender under a payday loan agreement uses to deliver or provide access to all or part of the advance to the borrower in a form other than cash; | device |
| (c) “remote payday loan agreement” means a payday loan agreement entered into when | remote payday loan agreement |
| (i) the borrower is not present with the lender, if no loan broker assisted the borrower in obtaining the payday loan, or | |
| (ii) the borrower is not present with the loan broker or the lender, if a loan broker assisted the borrower in obtaining the payday loan. | |

LICENCES OR RENEWAL OF LICENCES

- | | |
|---|---------------------|
| 2. (1) An applicant for a licence or renewal of a licence shall provide the Registrar with | Application process |
| (a) the legal name of the applicant; | |
| (b) the address of each office that the applicant intends to operate when acting as a licensee; | |

	<p>(c) the names of the applicant registered under the <i>Partnership Act</i> R.S.P.E.I. 1988, Cap. P-1 that the applicant intends to use at any office when licensed and an indication of the address of each office at which the applicant intends to use each of the names when licensed; and</p> <p>(d) for each account that the applicant intends to maintain under section 11, the address of the branch of the institution in which the account is located, the account number of the account, an indication for which offices the applicant intends to use the account and the names of all persons with signing authority over the account.</p>
Contents of application and fees	<p>(2) An application for a licence or renewal of a licence shall</p> <p>(a) contain, in the form that the Registrar specifies, the information that the Registrar specifies and that is relevant to the decision to be made by the Registrar as to whether to issue or renew the licence; and</p> <p>(b) be accompanied by the fees required under section 37.</p>
Eligibility requirements	<p>3. The following are the prescribed requirements mentioned in subsections 9(1) and 10(1) of the Act for an applicant for a licence or renewal of a licence:</p> <p>(a) if the applicant is an individual, the applicant must be at least 18 years of age;</p> <p>(b) the applicant shall have paid the fees required under section 37;</p> <p>(c) if the applicant is a corporation, all of its officers and directors who are individuals must be at least 18 years of age;</p> <p>(d) if the applicant is a corporation, at least one officer or director of the corporation must be an individual who is ordinarily resident in Canada.</p>
Certificates of licence	<p>4. (1) Upon issuing a licence or a renewal of a licence, the Registrar shall give the licensee a certificate of licence for the licensee's main office and a certificate of licence for each of the licensee's branch offices, if any.</p>
Main office	<p>(2) If the licensee operates only one office, references in this section to the licensee's main office shall be read as references to that office of the licensee.</p>
Contents of certificate	<p>(3) A certificate of licence mentioned in subsection (1) shall include</p> <p>(a) the licensee's legal name;</p> <p>(b) if the licensee uses a name registered under the <i>Partnership Act</i> at the office in respect of which the certificate is given, the name used at that office;</p> <p>(c) an indication of whether the licensee is a lender or a loan broker;</p> <p>(d) the licence number of the licensee;</p> <p>(e) the address of the office to which the certificate relates;</p> <p>(f) if the licensee operates more than one office, an indication whether the office to which the certificate relates is the main office or a branch office; and</p>

(g) the expiry date of the term of the licence.

(4) At a licensee's main office and each of the licensee's branch offices, if any, the licensee shall post the certificate of licence that relates to the office so that the certificate is visible to persons immediately upon entering the office.

Branch offices

(5) If the licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall communicate to the borrower the information that is required to be on the certificate of licence for the main office of the licensee as soon as the borrower makes contact with the licensee.

Remote agreement

(6) If the Registrar revokes, suspends, cancels or refuses to renew the licence of a licensee, the licensee shall

Revocation,
cancellation,
suspension or
refusal

- (a) immediately return to the Registrar all certificates of licence that relate to the licensee's main office and branch offices, if any; and
- (b) no longer communicate the information that subsection (5) required the licensee to communicate before the revocation, suspension, cancellation or the refusal to renew, as the case may be.

(7) If a suspension of a licence ends before the term of the licence would have otherwise expired, then, when the suspension ends,

End of suspension

- (a) the Registrar shall immediately return to the licensee the certificates of licence mentioned in clause (6)(a); and
- (b) the licensee shall immediately resume complying with subsection (4) or (5), as the case may be.

(8) A person who is required to return a certificate of a licence to another person under clause (6)(a) or (7)(a) shall do so using a form of delivery that provides proof of delivery.

Return of certificate

5. The following are conditions of a licence:

Conditions of
licence

- (a) at each office authorized by the licence, the licensee shall display and provide educational materials about the payday lending industry, financial planning, the Act and the regulations that the Registrar approves and that are visible to borrowers immediately upon entering the office;
- (b) if the licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall
 - (i) communicate to the borrower, as soon as the borrower makes contact with the licensee, that the educational materials described in clause (a) are available, and
 - (ii) at the request of the borrower, immediately provide the educational materials to the borrower;
- (c) if the licensee is a corporation, all of its officers and directors who are individuals must be at least 18 years of age;

(d) if the licensee is a corporation, at least one officer or director of the corporation must be an individual who is ordinarily resident in Canada.

Transition, licences	6. The time prescribed for the purposes of subsection 18(1) of the Act is 120 days after the day that subsection comes into force.
Time for further application	7. The time prescribed for the purposes of clause 19(a) of the Act is 12 months.
Change of information	8. (1) If there is a change to any of the information that was included in an application for a licence or renewal of a licence after the applicant makes the application, whether or not the Registrar has issued or renewed the licence, the applicant or the licensee shall notify the Registrar, in writing, within five days after the change occurs and shall set out the nature of the change.
Other notice of the change	(2) Subsection (1) does not apply if any other provision of the Act or the regulations requires the applicant or the licensee to give notice of the change to the Registrar.

GENERAL REGULATION OF LICENSEES

Name of licensee	9. (1) A licence shall not authorize the licensee to operate an office except under the licensee's legal name or a name of the licensee registered under the <i>Partnership Act</i> R.S.P.E.I. 1988, Cap. P-1.
More than one office	(2) A licence shall not authorize the licensee to operate any office under more than one name registered under the <i>Partnership Act</i> , but the name registered under that Act under which the licensee operates any one office may be different from the name registered under that Act under which the licensee operates any other office.
Location of offices	10. (1) A licensee shall maintain at least one office that is physically located in Prince Edward Island.
Dwelling	(2) A licence shall not authorize the licensee to operate an office from a dwelling.
Address for service	(3) A licensee shall maintain an address for service that is in Prince Edward Island.
Bank account or similar account	11. (1) A licensee shall, in respect of the activity for which the licensee is licensed, maintain an account that <ul style="list-style-type: none"> (a) is in the legal name of the licensee; and (b) is located in Canada <ul style="list-style-type: none"> (i) in a bank or an authorized foreign bank within the meaning of section 2 of the <i>Bank Act</i> (Canada), or (ii) in a credit union as defined in the <i>Credit Unions Act</i> R.S.P.E.I. 1988, Cap C-29.1.
More than one account	

(2) A licensee may maintain more than one account under subsection (1) but shall not use more than one such account for any one of the licensee's offices.

(3) The licensee shall ensure that all amounts that the licensee receives or disburses in connection with the activity of the licensee for which an account mentioned in subsection (1) is maintained are deposited into or disbursed from the account, as the case may be.

Deposits and
disbursements

(4) If there is any change in respect of an account mentioned in subsection (1), including a change in the address of the branch of the institution in which the account is located, the offices for which the licensee uses the account or the persons who have signing authority over the account, the licensee shall notify the Registrar in writing of the change and the nature of the change within five days after the change occurs.

Notification of
change

12. (1) A licensee shall keep all documents and records relating to the activity in respect of which the licensee is licensed separate and apart from the documents and records of any other activity that the licensee conducts and shall keep them in electronic or paper form at the office authorized by the licence to which they relate.

Documents and
records

(2) The licensee shall keep the documents and records at the office required under subsection (1) for a time period of at least two years from the end of the term of the payday loan agreement to which they relate.

Records retention

13. (1) Upon request, a licensee shall provide information to the Registrar that is relevant to the administration of the Act.

Disclosure to
Registrar

(2) If the Registrar so requests, the licensee shall provide the information in a form that is verified by affidavit.

Idem

(3) Within three months of the end of the licensee's fiscal year, a licensee shall file with the Registrar a financial statement in respect of the activities, during the fiscal year, of the business for which the licensee is licensed.

Idem

(4) The Registrar may require licensees to provide information to the Registrar about their business, including financial information, within the time and in the manner that the Registrar specifies.

Idem

PROTECTION OF BORROWERS

14. (1) A licensee shall display a poster in English at each of the offices authorized by the licence and shall ensure that the poster is visible to borrowers immediately upon entering the office and that it complies with this section.

Poster for payday
loans

(2) The poster shall be of a minimum size of 61 centimetres in width by 76 centimetres in length.

Minimum width and
length

Contents

(3) The poster shall consist of the following with respect to a payday loan agreement that the licensee offers to make with a borrower, if the licensee is a lender, or that the licensee offers to assist a borrower in obtaining, if the licensee is a loan broker, and shall not include anything else:

- (a) a heading setting out
 - (i) the words “Maximum Allowable Cost per \$100 Borrowed:” in 144 point font, and
 - (ii) the amount “\$25” in 144 point font, immediately below the text described in subclause (i);
- (b) a heading setting out
 - (i) the words “Our cost per \$100 borrowed:” in 72 point font, and
 - (ii) the total cost of borrowing per each \$100 advanced under the agreement in 144 point font, immediately below the text described in subclause (i);
- (c) a subheading in 54 point font with the words “Example: Your \$300 loan for 14 days”;
- (d) the following in 54 point font:
 - (i) the words “Amount Advanced \$300.00”, and
 - (ii) the words “Total Cost of Borrowing” followed by the total cost of borrowing per each \$300 advanced under the agreement;
- (e) a horizontal line extending across the width of the text on the poster immediately below the text described in clause (d);
- (f) the following in 54 point font: the words “Total You Repay” followed by the total of \$300 plus the total cost of borrowing per each \$300 advanced under the agreement;
- (g) the words “This poster is required under the *Payday Loans Act*” in 36 point font.

Communication for
remote lending

(4) If a licensee is a lender that offers to make a remote payday loan agreement with a borrower or is a loan broker that offers to assist a borrower in obtaining a remote payday loan agreement, the licensee shall communicate to the borrower the information required by subsection (3) for the poster before discussing with the borrower anything about payday loans.

Advertising

15. (1) Any licensee who makes representations in respect of a payday loan, or causes representations to be made in respect of a payday loan, in an advertisement shall do so in accordance with this section, regardless of whether the representations are made orally, in writing or in any other form.

Cost of borrowing
disclosure

(2) If an advertisement about a payday loan mentions cost of borrowing, the amount advanced, the repayment of the loan or the term of a payday loan agreement, the advertisement shall also disclose the following information:

- (a) the maximum allowable cost of borrowing under payday loan agreements is \$25 per each \$100 advanced;

- (b) the actual cost of borrowing per each \$100 advanced under the payday loan agreement that the licensee offers or that the licensee offers to assist the borrower in obtaining;
- (c) the cost of borrowing described in clause (b) applied to \$300 advanced for a term of 14 days;
- (d) the cost of borrowing under the agreement mentioned in clause (b), expressed as a total amount;
- (e) the term of the agreement mentioned in clause (b), expressed in days;
- (f) the amount of the advance under the agreement mentioned in clause (b);
- (g) the total amount that the borrower is required to pay under the agreement mentioned in clause (b).

16. If, under subsection 50(4) of the Act, the Registrar requests a licensee to submit all statements to the Registrar for approval before publication, the time period prescribed for the purposes of subsection 50(5) of the Act is six months.

Registrar's approval
before publication

17. (1) Before the parties enter into a payday loan agreement, the lender shall ensure that the borrower is informed orally or in writing of all the means available for obtaining a payday loan from the lender.

Information to
borrower

(2) The lender shall ensure that the advance is provided to the borrower using the means that the borrower selects.

Advance to be
provided by means
selected by
borrower

(3) No loan broker shall facilitate a contravention of subsection (1) or (2).

Facilitating
contravention

(4) If a lender contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Repayment of
advance

18. (1) The following amounts are prescribed as included in the cost of borrowing with respect to a payday loan agreement:

Cost of borrowing

- (a) any amount that must be paid by the borrower to process a payment provided by the borrower under the agreement;
- (b) any other amount that is connected directly or indirectly to the payday loan agreement and,
 - (i) that the borrower has paid upon entering into the agreement, or
 - (ii) that the borrower is obliged to pay upon entering into the agreement.

(2) Without limiting the generality of clause (1)(b), the amount described in that clause includes any amount the borrower paid or is obliged to pay in relation to a device.

Inclusion of
amounts paid or
obliged to pay in
relation to a device

19. (1) For the purposes of subsection 27(1) of the Act, a payday loan agreement shall include the following:

Contents of payday
loan agreements

(a) the following table, which is set out on the first page of the agreement and which does not include anything else:

Details of Payday Loan Agreement	
Amount Borrowed	A
Term of the Agreement in Days	B
Total Cost of Borrowing	C
Maximum Allowable Cost per \$100 Borrowed	D
Cost per \$100 Borrowed	E
Total Amount Due under the Agreement	F
Payment Due Date	G
Borrower's Signature	H

where,

A = the amount of money transferred to the borrower under the agreement,

B = the term of the agreement in days,

C = the cost of borrowing expressed as a total amount,

D = \$25 per \$100 borrowed,

E = the actual cost of borrowing expressed as an amount per \$100 advanced under the agreement,

F = the total of all payments that the borrower is required to make in connection with the agreement,

G = the date at which the borrower is required to pay amount F, and

H = the borrower's signature;

(b) the date of the agreement;

(c) the borrower's signature and name and, if any, the borrower's address and telephone number;

(d) the signature and legal name of the lender under the agreement;

(e) the name, if any, registered under the *Partnership Act* for the office from which the lender entered into the agreement, the address of that office, the telephone number of that office and information respecting other ways, if any, in which the borrower can contact the lender, such as facsimile number and e-mail address;

(f) if a loan broker assisted the borrower in obtaining the payday loan under the agreement,

(i) the legal name of the loan broker, and

(ii) the name, if any, registered under the *Partnership Act* for the office from which the loan broker assisted the borrower, the address of that office, the telephone number of that office and information respecting other ways, if any, in which the borrower can contact the loan broker, such as facsimile number and e-mail address;

(g) if the lender delivers or provides access to all or part of the advance to the borrower by way of a device, the following information about the device:

- (i) information about where the borrower can access the terms and conditions governing the device, if the device is not a cheque,
- (ii) an indication of the restrictions or exclusions of use, if any, related to the device, if the device is not a cheque,
- (iii) instructions on how to use the device, if the device is not a cheque,
- (iv) a statement that there may be a transaction charge for using the device,
- (v) information about how the borrower can verify the amount of the balance on the device or accessible by the device, if the device is not a cheque,
- (vi) if the device is not a cheque, a statement that the borrower may request the lender or the loan broker that assisted the borrower in obtaining the payday loan to disclose the balance on the device or accessible by the device and that the licensee who receives the request shall make the disclosure at no charge to the borrower,
- (vii) the process for the borrower to obtain a replacement for the device and the amount, if any, that the borrower is required to pay for the replacement,
- (viii) if the device is not a cheque, whether or not the device that the borrower obtains from the lender can be used under a subsequent payday loan agreement that the borrower enters into with the lender;
- (h) the methods by which the borrower may make payment to the lender;
- (i) the statements set out in subsection (2) in the language of the agreement;
- (j) a statement that the borrower is entitled to receive a copy of the agreement by requesting it at any time before the end of one year from the end of the term of the agreement from,
 - (i) the lender, if no loan broker has assisted the borrower in obtaining the payday loan, or
 - (ii) the loan broker who assisted the borrower in obtaining the payday loan;
- (k) information for contacting the Registrar, including an address, facsimile number and telephone number, as well as a toll-free number, if any;
- (l) the website address of Consumer Services (Government of Prince Edward Island).

(2) The statements mentioned in clause (1)(i) are the following:

Statements

ATTENTION

This payday loan is intended to address short-term financial needs. The cost of borrowing for this loan may be significantly higher than the cost of borrowing from other lenders.

YOUR CANCELLATION RIGHTS UNDER THE PAYDAY LOANS ACT

You may cancel the agreement within two business days of entering into it. You do not have to give a reason for cancelling the agreement.

To cancel the agreement, you must provide your notice of cancellation, together with the amount you borrowed, to the business you dealt with to get your loan. If you have made any payments under the loan, the lender must return those payments to you at the earliest reasonable opportunity.

You may cancel the agreement at any time if you are not provided with the loan or with a copy of this agreement that complies with the Act when you enter into the agreement. For remote payday loan agreements, you may cancel the agreement at any time if the lender did not deliver instructions for transfer on the date of the loan agreement or if you are not provided with a copy of this agreement that complies with the Act when you enter into the agreement. You do not have to give a reason for cancelling the agreement.

* A remote payday loan agreement is one in which the borrower is not present with the lender or the loan broker when the payday loan agreement is made (for example a loan made over the Internet or by phone).

REFUNDS UNDER THE PAYDAY LOANS ACT

Under certain circumstances, you may demand a refund of a payment you made under a payday loan agreement within one year of having made that payment. If the licensee has received a payment to which it is not entitled or if a payday lender was not licensed as required, you are entitled to a refund of the cost of borrowing that you paid. To obtain a refund you must give a notice demanding it to the business that you dealt with to get your payday loan. Your notice must set out your demand for the refund and the reason for it, as well as your name and telephone number. Note that the business has two business days to provide the refund to you. You may choose to collect your refund in person or have it mailed to you.

Please contact Consumer Services (Government of Prince Edward Island) for more information on when you may be entitled to a refund and how to make your demand for a refund. You may contact Consumer Services at 1-800-658-1799.

Font

(3) For the purposes of subsection 27(1) of the Act, it is a prescribed requirement that a payday loan agreement be in at least 12 point font and that headings in the agreement be in at least 14 point font.

Availability and
accessibility

(4) Before a borrower enters into a remote payday loan agreement, the lender shall ensure that the agreement is available and accessible in a manner that ensures that the borrower has accessed it and is able to retain and print it.

(5) In a remote payday loan agreement, after complying with subsection (4) and before delivering the advance to the borrower, the lender shall ensure that the borrower has consented to entering into the agreement in a manner that allows the lender to prove that the borrower has so consented.

Consent

(6) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (4) and (5).

Facilitate
compliance

20. (1) A borrower under a payday loan agreement who cancels the agreement under subsection 28(1) of the Act shall give the notice required by subsection 28(2) of the Act to

Cancellation

(a) the lender if no loan broker has assisted the borrower in obtaining the payday loan; or

(b) the loan broker who assisted the borrower in obtaining the payday loan.

(2) At the time of giving the notice, the borrower shall repay the advance, as required by clause 40(3)(b) of the Act.

Timing of
repayment

(3) The lender shall comply with clause 40(3)(a) of the Act at the earliest reasonable opportunity after the borrower gives the notice.

Compliance with
settlement or
decision

(4) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsection (3).

Cancellation

21. (1) In addition to the copy of the payday loan agreement that a borrower under the agreement receives under subsection 27(1) of the Act, the borrower may, at any time before the end of one year from the end of the term of the agreement, request a copy of the agreement from

Copy of payday
loan agreement

(a) the lender if no loan broker has assisted the borrower in obtaining the payday loan; or

(b) the loan broker who assisted the borrower in obtaining the payday loan.

(2) The borrower may make the request orally or in writing.

Requests by
borrower

(3) The licensee shall provide the requested copy of the agreement to the borrower within

Compliance with
request

(a) the first day after the time that the licensee receives the request, if the licensee is open for business on that day; or

(b) the next day that the licensee is open for business following the first day described in clause (a), if the licensee is not open for business on that first day.

(4) The licensee shall not charge any fee for providing the requested copy of the agreement to the borrower the first time that the borrower requests a copy of the agreement under subsection (1).

No fee for first
request

22. (1) Under a remote payday loan agreement, the lender is deemed to have complied with subsection 27(2) of the Act if the lender delivers instruction to the lender's financial services provider to transfer the

Deemed delivery of
advance

amount of the advance to the borrower on the same day on which the agreement is entered into by both the borrower and the lender.

Financial services
provider

(2) For the purposes of subsection (1), “financial services provider” includes a bank listed in Schedule I, II or III of the *Bank Act* (Canada), a treasury branch, a credit union, a trust company or loan corporation registered under the *Extra-Provincial Corporations Registration Act* R.S.P.E.I. 1988, Cap. E-14 or an organization that provides remote funds transfers, electronic funds transfers or any similar method of transferring money.

Convertibility of
advance into cash

23. (1) Upon delivering or providing access to all or part of the advance under a payday loan agreement to the borrower by way of a device, the lender shall ensure that the borrower is informed orally of the borrower’s rights under subsections (2), (3), (4) and (6).

Idem

(2) If a lender under a payday loan agreement delivers or provides access to all or part of the advance to the borrower by way of a device and if the borrower makes a request to the applicable one of the following persons, the borrower is entitled to receive in cash the balance of the advance that is on the device or that is accessible by the device at the time of the request, whether that balance represents all or part of the advance:

- (a) the lender if no loan broker has assisted the borrower in obtaining the payday loan;
- (b) the loan broker who assisted the borrower in obtaining the payday loan.

Form of request

(3) The borrower may make the request orally or in writing.

Provision of cash

(4) When a borrower makes a request under subsection (2), the lender shall, immediately and at no charge to the borrower, provide in cash to the borrower the balance of the advance that is on the device or that is accessible by the device at the time of the request.

Facilitation of
provision of cash

(5) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (1) and (4).

Failure to provide
cash

(6) If the lender contravenes subsection (1) or (4), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Maximum
allowable cost of
borrowing

24. The prescribed limit on the cost of borrowing under a payday loan agreement for the purposes of subsection 30(2) of the Act is \$25 per \$100 advanced under the agreement.

Refund of illegal
payments

25. (1) The person or entity prescribed for the purposes of subsection 41(1) of the Act is

- (a) the lender in respect of the payday loan to which the refund relates, if no loan broker has assisted the borrower in obtaining the loan; or

(b) the loan broker who assisted the borrower in obtaining the payday loan to which the refund relates.

(2) A notice demanding a refund described in subsection 41(1) of the Act shall include

Contents of notice
demanding refund

- (a) the name of the borrower;
- (b) a telephone number, if any, at which the borrower may be contacted;
- (c) a statement that the borrower demands a refund;
- (d) the grounds on which the borrower demands the refund; and
- (e) a statement of the amount of the charge, if any, of which the borrower demands recovery if the charge is a charge levied against the borrower as described in subsection 33(1).

(3) A loan broker who, under clause (1)(b), receives a notice demanding a refund under subsection 41(1) of the Act shall immediately forward the notice to the lender in respect of the payday loan to which the refund relates.

Immediate
forwarding of notice

(4) If the borrower gives a notice demanding a refund in accordance with subsection 41(1) of the Act, the lender shall ensure that the refund is paid to the borrower and, subject to subsection (6), shall ensure that it is sent by regular mail to the address of the borrower mentioned in subsection (5) by the end of

Delivery of
payment to
borrower

- (a) the second day after the time that the recipient of the notice receives the notice, if the recipient is open for business on that day; or
- (b) the next day that the recipient of the notice is open for business following the second day described in clause (a), if the recipient is not open for business on that second day.

(5) For the purposes of subsection (4), the address of the borrower shall be

Address of
borrower

- (a) the address that the borrower specifies when the borrower gives the notice demanding the refund; or
- (b) the address, if any, of the borrower set out in the payday loan agreement, if the borrower does not specify an address under clause (a).

(6) The lender shall ensure that the refund is available for the borrower to collect in person, by the end of the time period described in subsection (4), from the recipient of the borrower's notice demanding the refund if

Availability of
payment

- (a) there is no address for the borrower set out in the payday loan agreement, if any, relating to the payday loan and the borrower does not specify an address when giving the notice; or
- (b) the borrower indicates in the notice that the borrower intends to collect the refund in person.

(7) If a loan broker assisted the borrower in obtaining the payday loan, the loan broker shall facilitate compliance with subsections (4) and (6).

Facilitation of
payment to
borrower

Subsequent payday
loan agreements

26. The Registrar may specify what constitutes sufficient proof for the purposes of clauses 33(1)(b) and (3)(b) of the Act in the circumstances that the Registrar specifies with respect to the particular borrower involved.

PROHIBITED PRACTICES

Definitions

27. (1) In this section

contact

(a) “contact” includes communication by e-mail or voice mail;

spouse

(b) “spouse” means a spouse as defined in clause 29(1)(b) of the *Family Law Act* R.S.P.E.I. 1988, Cap. F-2.1.

Prohibited contacts

(2) No licensee shall contact or attempt to contact the borrower’s spouse, a member of the borrower’s family or household, or a relative, friend, neighbour or acquaintance of the borrower in respect of a payday loan.

Prohibited contact
with employer

(3) Except with the consent of the borrower, no licensee shall contact an employer of a borrower or any employees of that employer unless

- (a) the contact occurs before the borrower enters into a payday loan agreement; and
- (b) the contact is for the sole purpose of confirming the borrower’s employment, length of employment, employment income, occupation or business address.

Goods and services
other than loan

28. (1) A lender shall ensure that all applications for a payday loan and all documentation relating to such an application or a payday loan agreement are not used for any purpose other than providing a payday loan and are not used in connection with any other good or service.

No conditions

(2) A lender shall not require a borrower to transact in any good or service, other than a payday loan, as a condition of entering into a payday loan agreement.

No provision of
other good or
service

(3) A licensee, acting on the licensee’s own behalf or on behalf of any other person, shall not offer to provide or provide any good or service in connection with a payday loan agreement, other than the payday loan, whether or not it is provided for consideration.

No facilitation of
other good or
service

(4) No loan broker shall facilitate a contravention of subsection (1) or (2).

Borrower liable to
repay advance but
not cost of
borrowing

(5) If a lender contravenes subsection (1) or (2) or if a licensee contravenes subsection (3), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Device with respect
to a payday loan

(6) For greater certainty, a device with respect to a payday loan agreement shall be considered to be part of the payday loan.

No wage
assignment from
borrower

29. (1) No lender under a payday loan agreement shall request or accept an assignment of wages or any part of them from the borrower.

(2) No loan broker shall facilitate a contravention of subsection (1).

No facilitation of wage assignment

(3) If a lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Borrower liable to repay advance but not cost of borrowing

30. (1) No lender in respect of a payday loan shall, without the borrower's consent, use any post-dated cheques, pre-authorized debits or future payments of a similar nature received from the borrower under a payday loan agreement by applying them to a payday loan made under another payday loan agreement.

No future payments re one payday loan may be applied to another payday loan

(2) No licensee in respect of a payday loan shall, without the borrower's consent, use any information obtained from the borrower in connection with the loan for any purpose not connected with the loan, including to obtain payment in respect of another payday loan.

No use of information without consent

(3) No loan broker shall facilitate a contravention of subsection (1) or (2).

No facilitation of future payments or use of information without consent

(4) If there is a contravention of subsection (1) or (2) with respect to a payday loan agreement, the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Not liable to pay cost of borrowing

31. (1) No licensee in respect of a payday loan agreement in which the licensee was involved shall refuse to disclose the balance on the device or accessible by the device to the borrower at the request of the borrower or shall charge the borrower a fee for disclosing that balance.

Devices used to deliver an advance not in cash

(2) If a licensee contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Borrower liable to repay advance but not cost of borrowing

(3) No licensee in respect of a payday loan agreement in which the licensee was involved shall charge the borrower an amount that is not reasonable to replace the device.

No unreasonable replacement charge

(4) No loan broker shall facilitate a contravention of subsection (1) or (3).

No facilitation of contravention

32. (1) A licensee shall not request or require the borrower under a payday loan agreement to do any of the following or suggest to the borrower that the borrower do any of the following:

Time for payments

(a) repay or pay the advance or any part of it to the lender or anyone else until the end of the term of the agreement;

(b) pay the cost of borrowing or any part of it to anyone until the end of the term of the agreement.

No request or
requirement to
contravene
subsection (1)

(2) A licensee shall not, directly or indirectly on behalf of any other person, request or require the borrower under a payday loan agreement to do any of the actions described in clause (1)(a) or (b) or suggest to the borrower that the borrower do any of those actions.

Borrower liable to
repay advance but
not cost of
borrowing

(3) If a licensee contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

No repeat
processing charges

33. (1) No lender under a payday loan agreement shall attempt to process the same payment instrument provided by the borrower under the agreement in exchange for the advance more than once if such a subsequent attempt would result in any charge being levied against the borrower, other than the amount of the payment.

No facilitation

(2) No loan broker shall facilitate a contravention of subsection (1).

Not liable to pay
cost of borrowing

(3) If the lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Recovery of amount
of charge

(4) If the lender contravenes subsection (1) and a charge is levied against the borrower, other than the amount of the payment, the borrower is entitled to recover the amount of the charge from the lender.

Manner of recovery

(5) The borrower may demand recovery of the charge in the same manner as the borrower is entitled, under subsection 41(1) of the Act, to demand a refund of a payment.

Definitions

34. (1) In this section,

agent

(a) “agent” includes any person employed, appointed or authorized by a licensee, including a collection agency,
(i) to collect any amount owing to the licensee under a payday loan agreement from a borrower, or
(ii) to deal with or to find or trace borrowers for a licensee;

collection agency

(b) “collection agency” means a collection agency as defined in the *Collection Agencies Act* R.S.P.E.I. 1988, Chap. C-11;

contact

(c) “contact” includes communication by e-mail or voice mail;

licensee

(d) “licensee” includes an agent of a licensee;

person

(e) “person” includes a partnership and unincorporated association.

Methods of
collection

(2) No licensee shall

(a) collect or attempt to collect an amount owing under a payday loan agreement from a person who is not the borrower; or

(b) contact or attempt to contact a person for the purpose of collecting an amount owing under a payday loan agreement if the person has informed the licensee that the person is not the borrower, unless the licensee first takes all reasonable precautions to ensure that the person is, in fact, the borrower.

(3) No licensee shall engage in conduct described in any of the following clauses with respect to a borrower: Prohibited conduct

(a) make a telephone call or call in person at any of the following times, except at the request of the borrower:

(i) on any day of the week, between the hours of 9 p.m. and 8 a.m. local time in Prince Edward Island,

(ii) notwithstanding subclause (i), on any holiday listed in subsection (4);

(b) publish or threaten to publish the borrower's failure to pay;

(c) use threatening, profane, intimidating or coercive language;

(d) use undue, excessive or unreasonable pressure;

(e) communicate or attempt to communicate by a means that enables the charges or costs of communication to be payable by the borrower;

(f) otherwise communicate in a manner or with a frequency that constitutes harassment.

(4) For the purposes of subclause (3)(a)(ii), the following days are holidays: Holidays

(a) New Year's Day;

(b) Islander Day;

(c) Good Friday;

(d) Victoria Day;

(e) Canada Day;

(f) Labour Day;

(g) Thanksgiving Day;

(h) Christmas Day;

(i) Sundays.

35. No licensee shall, in respect of a payday loan in default, give any person, directly or indirectly, by implication or otherwise, any false, misleading or deceptive information with respect to a payday loan. False information

36. (1) A lender shall not enter into a payday loan agreement with a borrower if the term of the agreement ends before the day on which the borrower is next regularly due to receive income. Expiry of payday loan agreement

(2) No loan broker shall facilitate a contravention of subsection (1). No facilitation

(3) If the lender contravenes subsection (1), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing. Not liable to pay cost of borrowing

37. The fees that an applicant for a licence is required to pay are Fees

(a) \$750 for the main office of the applicant; and

(b) \$750 for each branch office of the applicant.

Commencement

38. These regulations come into force on the day that the Act comes into force.

EXPLANATORY NOTES

SECTION 1 sets out definitions for words and terms used in these regulations.

SECTION 2 explains the application process for the issuance and renewal of licenses.

SECTION 3 prescribes the eligibility requirements for an applicant for the issuance or renewal of a licence.

SECTION 4 requires the Registrar, on issuing or renewing a licence, to give the licensee a certificate of licence for the licensee's main office and a certificate of licence for each of the licensee's branch offices, if any. The section also sets out the required contents of such certificates and requires their return to the Registrar if the Registrar revokes, suspends, cancels or refuses to renew the licence of a licensee.

SECTION 5 sets out the conditions of a licence.

SECTIONS 6 and 7 prescribe certain periods of time for the purposes of the Act.

SECTION 8 requires an applicant for a licence and a licensee to notify the Registrar of any change in the information that was included in an application for the issuance or renewal of a licence after the application is made.

SECTION 9 indicates that a licence shall not authorize the licensee to operate an office except under the licensee's legal name or a name of the licensee registered under the *Partnership Act*.

SECTION 10 requires a licensee to maintain at least one office that is physically located in Prince Edward Island. The section also indicates that a licence shall not authorize the licensee to operate an office from a dwelling.

SECTION 11 requires a licensee to maintain an account that is in the legal name of the licensee and located in a bank in Canada or a credit union in Prince Edward Island.

SECTION 12 requires a licensee to keep all documents and records relating to a payday loan agreement separate and apart from the documents and records of any other activity that the licensee conducts. The section also requires a licensee to keep such documents and records

in electronic or paper form at the office authorized by the licence and for a time period of at least two years.

SECTION 13 requires a licensee, on request, to provide information to the Registrar that is relevant to the administration of the Act. The section also requires a licensee to file with the Registrar an annual financial statement.

SECTION 14 requires a licensee to display a poster in English, at each of the offices authorized by the licence, that is visible to borrowers and that meets the size and content requirements specified in the section.

SECTION 15 governs the representations or advertising that may be made by a licensee in respect of a payday loan and requires the disclosure of the cost of borrowing.

SECTION 16 prescribes a six-month period as the maximum period during which a licensee, after publishing a false or misleading statement relating to a payday loan, may be required to obtain the Registrar's approval before publishing any further advertisement.

SECTION 17 requires a lender, before entering into a payday loan agreement with a borrower, to ensure that the borrower is informed orally or in writing of all of the means available for obtaining a payday loan from the lender.

SECTION 18 prescribes the amounts that are included in the cost of borrowing with respect to a payday loan agreement. These amounts include any amount that must be paid by the borrower to process a payment provided by the borrower under the agreement and any amount the borrower paid or is obliged to pay in relation to a device.

SECTION 19 sets out the required contents of a payday loan agreement. These include statements indicating

- that the cost of borrowing for a payday loan may be significantly higher than the cost of borrowing from other lenders;
- the borrower's cancellation rights; and
- the borrower's refund rights.

SECTION 20 explains how and when a borrower who cancels a payday loan agreement shall give notice of the cancellation to the lender or loan broker involved. The section also requires the borrower to repay the advance given in respect of the loan.

SECTION 21 permits the borrower under a payday loan agreement to request a copy of the agreement at any time and requires the licensee to comply with the request, free of charge, within a specified time.

SECTION 22 clarifies when a lender, under a remote payday loan agreement, is deemed to have complied with a provision of the Act that requires a lender to ensure that the advance is delivered to the borrower no later than upon entering into the agreement.

SECTION 23 indicates that where the lender delivers or provides access to the advance under a payday loan agreement to the borrower by way of a device, such as a debit card, the borrower is entitled, on making a request orally or in writing, to receive in cash the balance of the advance that is on the device or that is accessible by the device at the time of the request. The section also requires the lender, on receiving such a request, to immediately and at no charge to the borrower, provide in cash, the balance of the advance that is on or accessible by the device at the time of the request.

SECTION 24 indicates that the prescribed limit on the cost of borrowing under a payday loan agreement is \$25 per \$100 advanced under the agreement.

SECTION 25 indicates who is liable to refund to a borrower an illegal payment made by the borrower. The section also explains the required contents of a notice from the borrower demanding the refund.

SECTION 26 authorizes the Registrar to specify what constitutes sufficient proof that a borrower has paid the full outstanding balance due under one agreement for the purposes of determining, under the Act, whether the lender may enter into a new payday loan agreement with the borrower.

SECTION 27 prohibits a licensee from contacting the borrower's spouse, a member of the borrower's family or household, or a relative, friend, neighbour or acquaintance of the borrower in respect of a payday loan. The section also prohibits a licensee, without the consent of the borrower, from contacting an employer of a borrower, unless the contact occurs before the borrower enters into a payday loan agreement and for the sole purpose of confirming specified details of the borrower's employment.

SECTION 28 requires a lender to ensure that all applications for a payday loan, and all related documentation, are not used for any purpose other than providing a payday loan and are not used in connection with any other good or service. The section also prohibits a lender from requiring a borrower to transact in any good or service, other than a payday loan, as a condition of entering into a payday loan agreement.

SECTION 29 prohibits a lender under a payday loan agreement from requesting or accepting an assignment of wages from the borrower.

SECTION 30 prohibits a lender, without the borrower's consent, from applying any post-dated cheques or future payments of a similar nature received from the borrower under a payday loan agreement to a payday loan made under another payday loan agreement. The section also prohibits a lender from using any information obtained from the borrower in connection with a particular loan for any purpose not connected with that loan.

SECTION 31 requires a licensee to disclose the balance on a device, such as a debit card, that the lender uses to deliver or provide access to all or part of the advance to the borrower in a form other than cash. And the section prohibits a licensee from shall charging the borrower an amount that is not reasonable to replace a device.

SECTION 32 prohibits a licensee from requesting the borrower under a payday loan agreement to repay or pay the advance or the cost of borrowing until the end of the term of the agreement.

SECTION 33 prohibits a lender from processing the same payment instrument more than once if this would result in repeat process charges being levied against the borrower.

SECTION 34 prohibits a licensee from collecting or attempting to collect an amount owing under a payday loan agreement from a person who is not the borrower. The section also prohibits a licensee from engaging in certain forms of conduct, such as calling the borrower late at night or on holidays, for collection purposes.

SECTION 35 prohibits a licensee from giving false information to any person in respect of a payday loan in default.

SECTION 36 prohibits a lender from entering into a payday loan agreement with a borrower if the term of the agreement ends before the day on which the borrower is next regularly due to receive income.

SECTION 37 sets out the fees that an applicant for a licence is required to pay.

SECTION 38 provides for the commencement of these regulations.

Certified a true copy,
Wendy I. MacDonald
Clerk Assistant of the Executive Council

PART II
REGULATIONS INDEX

Chapter Number	Title	Original Order Reference	Amendment	Authorizing Order and Date	Page
H-4.1	Highway Signage Act Regulations	EC298/03	s.1(1)(a.1) [added] s.1(1)(c.1) [added] s.1(1)(e.1) [added] s.1(1)(f) s.1(1)(g) s.1(1)(h) [added] s.1(2)(a) [renum] 1(2)(a.1) s.1(2)(a) [added] s.2 [R&S] s.3 [R&S] s.3.1 – 3.8 [added] s.4(1)(b)(iii) s.4(1)(b)(iv) [R&S] s.4(1)(b)(v) [added] s.4(6)(d) [R&S] s.4(6)(d.1) [added] s.4(6)(d.2) [added] s.5 s.6 [R&S] s.11(1) [R&S] s.11(2) s.11(3) [R&S] s.11(4) [rev] s.12(2) s.12(3) s.12(3)(a) [R&S] s.14(1) s.14(3) [R&S] s.14(4)(a) s.14(4)(b) s.14(4)(c) s.14(4)(d) s.16 s.17 HEADING s.17 s.17.1 [added] Sched. [renamed] Sched. 1 Sched. 2 [added] [eff] Feb. 2/13	EC2013-44 (22.01.13)	29-39
I-4.2	Interjurisdictional Support Orders Act General Regulations	EC218/03	Sched. [R&S] [eff] Feb. 2/13	EC2013-45 (22.01.13)	39-41
P-2.1	Payday Loans Act Regulations		[new] [eff] on proc. of Stats. PEI 2009, c. 83	EC2013-67 (22.01.13)	41-61