



Province of Alberta

PARTNERSHIP ACT

Revised Statutes of Alberta 2000
Chapter P-3

Current as of October 1, 2011

Office Consolidation

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

Amendments not in Force

This consolidation incorporates only those amendments in force on the consolidation date shown on the cover. It does not include the following amendments:

RSA 2000 c25 (Supp) s2 amends s52, s3 amends s70.

Regulations

The following is a list of the regulations made under the *Partnership Act* that are filed as Alberta Regulations under the Regulations Act

Alta. Reg. *Amendments*

Partnership Act

Partnership105/2009 126/2013

PARTNERSHIP ACT

Chapter P-3

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HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

Definitions

1 In this Act,

- (a) “Alberta LLP” means a partnership registered under section 83 as an Alberta LLP;
- (b) “Alberta partner” with respect to an extra-provincial LLP includes a partner who ordinarily resides outside Alberta all or part of the time but practises in Alberta;
- (c) “business” includes every trade, occupation and profession;
- (d) “Court” means the Court of Queen’s Bench;
- (e) “extra-provincial LLP” means a limited liability partnership registered under section 95 as an extra-provincial LLP;
- (f) “governing jurisdiction” with respect to a partnership means the jurisdiction the law of which governs the interpretation of the partnership agreement, by operation of law or through a provision in the partnership agreement or another document created by the partnership;
- (g) “partnership” means the relationship that subsists between persons carrying on a business in common with a view to profit;
- (h) “partnership property” means property and rights and interests in property originally brought into the partnership stock, or acquired, whether by purchase or otherwise, on account of the firm, or for the purposes of and in the course of the partnership business;
- (i) “Registrar” means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under the *Business Corporations Act*.

RSA 1980 cP-2 s1;1983 cC-7.1 s27;1987 c16 s2;
1999 c27 s2

Meaning of “firm” and “firm name”

2 Persons who have entered into partnership with one another are for the purposes of this Act called collectively a “firm”, and the name under which their business is carried on is called the “firm name”.

RSA 1980 cP-2 s2

Part 1 Ordinary Partnerships

Body corporate not partnership

3 The relationship between members of any company or association who constitute a corporation under any law in force in Alberta is not a partnership within the meaning of this Act.

RSA 1980 cP-2 s3

Determining existence of partnership

4 In determining whether a partnership does or does not exist, regard shall be had to the following rules:

- (a) joint tenancy, tenancy in common, joint property, common property or part ownership does not of itself create a partnership as to anything so held or owned, whether the tenants or owners do or do not share profits made by the use of it;
- (b) the sharing of gross returns does not of itself create a partnership, whether the persons sharing the returns have or have not a joint or common right or interest in property from which or from the use of which the returns are derived;
- (c) the receipt by a person of a share of the profits of a business is proof, in the absence of evidence to the contrary, that that person is a partner in the business, but the receipt of the share, or of a payment contingent on or varying with the profits of the business, does not of itself make the person receiving the share or payment a partner in the business, and in particular:
 - (i) the receipt by a person of a debt or other liquidated amount by instalments or otherwise out of the accruing profits of a business does not of itself make that person a partner in the business or liable as a partner;
 - (ii) a contract for the remuneration of a servant or agent of a person engaged in a business by a share of the

profits of the business does not of itself make the servant or agent a partner in the business or liable as a partner;

- (iii) a person who is a surviving spouse or adult interdependent partner or child of a deceased partner and who receives by way of annuity a portion of the profits made in the business in which the deceased person was a partner does not by reason only of that receipt become a partner in the business or liable as a partner;
- (iv) the advance of money by way of loan to a person engaged or about to engage in a business on a contract with that person that the lender shall
 - (A) receive a rate of interest varying with the profits, or
 - (B) receive a share of the profits arising from carrying on the business,

does not of itself make the lender a partner with the person or persons carrying on the business or liable as a partner, so long as the contract is in writing and signed by or on behalf of all the parties to the contract;

- (v) a person receiving by way of annuity or otherwise a portion of the profits of a business in consideration of the sale by the person of the goodwill of the business is not by reason only of that receipt a partner in the business or liable as a partner.

RSA 2000 cP-3 s4;2002 cA-4.5 s61

Rights of lender and seller of goodwill

5(1) When a person to whom money has been advanced by way of loan on a contract referred to in section 4, or a buyer of a goodwill in consideration of a share of the profits of the business,

- (a) makes an assignment for the benefit of that person's creditors,
- (b) enters into an arrangement to pay that person's creditors less than 100 cents on the dollar, or
- (c) becomes bankrupt or dies in insolvent circumstances,

the lender is not entitled to recover anything in respect of the lender's loan, and the seller of the goodwill is not entitled to

recover anything in respect of the share of profits contracted for, until the claims of the other creditors of the borrower or buyer for valuable consideration in money or money's worth have been satisfied.

(2) This section shall be construed as being subject to the *Bankruptcy and Insolvency Act* (Canada).

RSA 1980 cP-2 s5;1994 c23 s51

Relations of Partners to Persons Dealing with Them

Partner an agent

6 Each partner is an agent of the firm and of the partner's other partners for the purpose of the business of the partnership.

RSA 1980 cP-2 s6

Power of partner to bind the firm

7 The acts of each partner in carrying on in the usual way business of the kind carried on by the firm of which the partner is a member, bind the firm and the partner's partners, unless

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

RSA 1980 cP-2 s7

Partners bound by acts on behalf of firm

8(1) An act or instrument relating to the business of the firm and done or executed in the firm name, or in another manner showing an intention to bind the firm, by a person authorized in that behalf, whether a partner or not, binds the firm and the partners.

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

RSA 1980 cP-2 s8

Using of credit

9(1) If one partner pledges the credit of the firm for a purpose apparently not connected with the ordinary course of business of the firm, the firm is not bound unless the partner is in fact especially authorized by the other partner or partners to do such an act.

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

RSA 1980 cP-2 s9

Notice that firm not bound by acts of partner

10 When the partners have agreed that a restriction is placed on the power of one or more of the partners to bind the firm, an act done in contravention of the agreement is not binding on the firm with respect to persons having notice of the agreement.

RSA 1980 cP-2 s10

Liability of partner

11(1) This section is to be applied subject to section 12.

(2) Each partner in a firm is liable jointly with the other partners for debts and obligations of the firm incurred while that partner is a partner.

(3) When a partner dies, the partner's estate is severally liable, in the due course of administration, for any debts and obligations of the firm incurred while the deceased partner was a partner that remain unsatisfied.

(4) The payment of debts and obligations under subsection (2) is subject to the prior payment of the separate debts of the deceased partner.

RSA 1980 cP-2 s11;1999 c27 s3

LLP limited liability

12(1) Subject to subsections (2) and (4), a partner in an Alberta LLP is not individually liable, directly or indirectly by means of indemnification, contribution, assessment or otherwise, for debts, obligations or liabilities of the partnership or another partner that arise from the negligence, wrongful acts or omissions, malpractice or misconduct of

- (a) another partner, or
- (b) an employee, agent or representative of the partnership

that occur in the ordinary course of carrying on practice in an eligible profession within the meaning of section 81 while the partnership is an Alberta LLP.

(2) Subsection (1) does not operate to protect a partner from liability

- (a) where the partner knew of the negligence, wrongful act or omission, malpractice or misconduct at the time it was committed and failed to take reasonable steps to prevent its commission, or
- (b) where
 - (i) the negligence, wrongful act or omission, malpractice or misconduct was committed by an employee, agent or representative of the partnership for whom the partner was directly responsible in a supervisory role, and
 - (ii) the partner failed to provide such adequate and competent supervision as would normally be expected of a partner in those circumstances.

(3) A partner in an Alberta LLP is not a proper party to a proceeding by or against the partnership that claims relief in respect of negligence, wrongful acts or omissions, malpractice or misconduct referred to in subsection (1).

(4) The protection from liability given to a partner under subsection (1) shall not be construed as offering any protection from claims against that partner's interest in the partnership property.

1999 c27 s4

Liability of firm for wrongs

13 When, by a wrongful act or omission of a partner acting in the ordinary course of the business of the firm or with the authority of the partner's co-partners, loss or injury is caused to a person not being a partner in the firm, or a penalty is incurred, the firm is liable for it to the same extent as the partner so acting or omitting to act.

RSA 1980 cP-2 s12

Misapplication of money

14 The firm is liable to make good any loss when

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

RSA 1980 cP-2 s13

Liability for wrongs, joint and several

15 Except as provided in section 12, each partner is liable jointly with the partner's co-partners and also severally for everything for which the firm while the partner is a partner in it becomes liable under section 13 or 14.

RSA 1980 cP-2 s14;1999 c27 s5

Improper employment of trust property

16(1) If a partner who is a trustee improperly employs trust property in the business or on the account of the partnership, no other partner is liable for the trust property to the persons beneficially interested in it.

(2) Subsection (1) does not affect a liability incurred by a partner by reason of that partner's having notice of a breach of trust.

(3) Subsections (1) and (2) do not prevent trust money from being followed and recovered from the firm if still in the firm's possession or under its control.

RSA 1980 cP-2 s15

Persons liable by holding out

17(1) Each person who by spoken or written words or by conduct represents that person, or who knowingly permits that person to be represented, as a partner in a particular firm is liable as a partner to any one who has on the faith of that representation given credit to the firm.

(2) Each person liable as a partner under subsection (1) is so liable whether the representation has or has not been made or communicated to the person so giving credit by or with the knowledge of the apparent partner making the representation or permitting it to be made.

(3) If after the death of a partner the partnership business is continued in the old firm name, the continued use of that name or of the deceased partner's name as a part of that name does not of itself make the executor or administrator of the deceased partner or the deceased partner's estate liable for partnership debts contracted after the deceased partner's death.

RSA 1980 cP-2 s16

Admissions and representations

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

RSA 1980 cP-2 s17

Notice to acting partner

19(1) Notice to a partner who habitually acts in the partnership business of a matter relating to partnership affairs operates as notice to the firm.

(2) The notice does not operate as a notice to the firm when there is a fraud on the firm committed by or with the consent of the partner to whom the notice is given.

RSA 1980 cP-2 s18

Liability of incoming and outgoing partners

20(1) A person who is admitted as a partner into an existing firm does not by that admission become liable to the creditors of the firm for anything done before the person became a partner.

(2) A partner who retires from a firm does not by reason of retirement cease to be liable for partnership debts or obligations incurred before the partner's retirement.

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

(4) An agreement under subsection (3) may be either expressed or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted.

RSA 1980 cP-2 s19

Revocation of continuing guaranty

21 A continuing guaranty given to a firm or to a third person in respect of the transactions of a firm is, in the absence of agreement to the contrary, revoked as to future transactions by a change in the constitution of the firm

(a) to which the guaranty was given, or

(b) in respect of the transactions of which the guaranty was given.

RSA 1980 cP-2 s20

Relations of Partners to One Another**Variation by consent of terms of partnership**

22(1) The mutual rights and duties of partners whether ascertained by agreement or defined by this Act may be varied by the consent of the partners.

(2) The consent may be either expressed or inferred from a course of dealing.

RSA 1980 cP-2 s21

Partnership property

23(1) Partnership property shall be held and applied by the partners exclusively for the purposes of the partnership and in accordance with the partnership agreement.

(2) Notwithstanding subsection (1), the legal or registered estate or interest in land that belongs to the partnership devolves

- (a) according to the nature and tenure of the land, and the general rules of law applicable to it, and
- (b) in trust so far as necessary, for the persons beneficially interested under this section in the land.

(3) When

- (a) co-owners of an estate or interest in land that is not partnership property are partners as to the profits made by the use of that estate or interest, and
- (b) co-owners purchase another estate or interest in land out of those profits, to be dealt with in like manner,

the estate or interest so purchased belongs to those co-owners, in the absence of an agreement to the contrary, not as partners but as co-owners for the same respective estates and interests as were held by them at the date of purchase in the first mentioned estate or interest in land.

RSA 1980 cP-2 s22

Property bought with partnership money

24 Property bought with money belonging to the firm is deemed to have been bought on account of the firm unless there appears to be a contrary intention.

RSA 1980 cP-2 s23

Partnership property is personal estate

25 When land or an interest in land becomes partnership property it shall, unless the contrary intention appears, be treated as between the partners, including the representatives of a deceased partner, as personal or movable property and not as real property.

RSA 1980 cP-2 s24

Procedure against partnership property

26 A writ of enforcement shall not issue against partnership property except on a judgment against the firm.

RSA 1980 cP-2 s25;1994 cC-10.5 s166

Charging partner's interest

27(1) The Court on application by a judgment creditor of a partner

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

(2) The other partner or partners is or are at liberty at any time

- (a) to redeem the charge against the interest of the partner in the partnership, or
- (b) if a sale is directed, to purchase that interest.

RSA 2000 cP-3 s27;2009 c53 s125

Determination of partners' interest

28 Subject to section 12 and subject to an agreement, express or implied, between the partners, the interest of partners in the partnership property and their rights and duties in relation to the partnership shall be determined by the following rules:

- (a) all the partners are entitled to share equally in the capital and profits of the business and shall contribute equally toward the losses, whether of capital or otherwise, sustained by the firm, but a partner is not individually

- liable to contribute to losses arising from a liability for which the partner is not liable under section 12;
- (b) the firm shall indemnify each partner in respect of payments made and personal liabilities incurred by the partner
 - (i) in the ordinary and proper conduct of the business of the firm, or
 - (ii) in or about anything necessarily done for the preservation of the business or property of the firm,but a partner is not required to indemnify or make contributions to other partners in respect of debts or obligations of the partnership for which the partner is not liable under section 12;
 - (c) a partner who makes for the purpose of the partnership a payment or advance beyond the amount of capital that the partner has agreed to subscribe is entitled to interest from the date of the payment or advance;
 - (d) a partner is not entitled before the ascertainment of profits to interest on the capital subscribed by the partner;
 - (e) each partner may take part in the management of the partnership business;
 - (f) no partner is entitled to remuneration for acting in the partnership business;
 - (g) no person may be introduced into the firm as a partner without the consent of all existing partners;
 - (h) a difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners;
 - (i) no change may be made in the nature of the partnership business without the consent of all existing partners;
 - (j) the partnership books are to be kept at the place of business of the partnership, or the principal place of business if there is more than one, and each partner may have access to and inspect and copy any of the books.

RSA 1980 cP-2 s27;1999 c27 s6

Expulsion of partner

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

RSA 1980 cP-2 s28

Retirement from partnership at will

30(1) When no fixed term has been agreed on for the duration of a partnership, or a partnership is continued after a fixed term has expired, a partner may at any time determine the partnership on giving notice of the partner's intention to do so to all the other partners.

(2) If the partnership was originally constituted by deed, a notice in writing signed by the partner giving the notice is sufficient for the purposes of subsection (1).

RSA 1980 cP-2 s29

Effect of continuance of partnership business

31(1) When a partnership entered into for a fixed term is continued after the term has expired and without an express new agreement, the rights and duties of the partners remain the same as they were at the expiration of the term so far as they are consistent with the incidents of a partnership at will.

(2) A continuance of the business by the partners or those of them who have habitually acted in the business during the term without a settlement or liquidation of the partnership affairs is presumed to be a continuance of the partnership.

RSA 1980 cP-2 s30

Right to accounts

32 Each partner is bound to render true accounts and full information of all things affecting the partnership to any partner or any partner's legal representative.

RSA 1980 cP-2 s31

Accountability of partners for private profits

33(1) Each partner shall account to the firm for a benefit derived by the partner without the consent of the other partners from

- (a) any transaction concerning the partnership, or
- (b) any use by the partner of the partnership property, name or business connection.

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

RSA 1980 cP-2 s32

Account by partner competing with firm

34 If a partner without the consent of the other partners carries on a business of the same nature as and competing with that of the firm, the partner shall account for and pay over to the firm the profits made by the partner in that business.

RSA 1980 cP-2 s33

Rights of assignee of share in partnership

35(1) An assignment by a partner of the partner's share in the partnership, either absolute or by way of mortgage, encumbrance or redeemable charge, does not as against the other partners entitle the assignee during the continuance of the partnership

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

(2) An assignee under subsection (1)

- (a) is entitled to receive the share of profits to which the assigning partner would otherwise be entitled, and
- (b) shall accept the account of profits agreed to by the partners.

(3) When a partnership is dissolved whether with respect to all the partners or the assigning partner, an assignee is entitled

- (a) to receive the share of the partnership assets to which the assigning partner is entitled as between that assigning partner and the other partners, and
- (b) to an account as from the date of the dissolution of the partnership, for the purpose of ascertaining the share referred to in clause (a).

(4) In this section, "assignee" includes "mortgagee" and "encumbrancee".

RSA 1980 cP-2 s34

Dissolution of Partnership and its Consequences

Dissolution by expiration of notice

36(1) Subject to an agreement between the partners, a partnership is dissolved

- (a) if entered into for a fixed term, by the expiration of that term,
- (b) if entered into for a single adventure or undertaking, by the termination of that adventure or undertaking, or
- (c) if entered into for an undefined time, by a partner giving notice to the other partner or partners of that partner's intention to dissolve the partnership.

(2) In the case mentioned in subsection (1)(c), the partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or if no date is mentioned in the notice, then as from the date of communication of the notice.

RSA 1980 cP-2 s35

Dissolution by death, assignment in trust or charge

37(1) Subject to an agreement between the partners, a partnership is dissolved with regard to all the partners

- (a) by the death of a partner,
- (b) by the assignment of a partner's property in trust for the benefit of the partner's creditors, or
- (c) by the bankruptcy of a partner.

(2) A partnership may at the option of the other partners be dissolved if a partner permits the partner's share of the partnership property to be charged under this Act for the partner's separate debt.

RSA 1980 cP-2 s36

Dissolution by illegality of partnership

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

RSA 1980 cP-2 s37

Dissolution by the Court

39(1) On application by a partner, the Court may order a dissolution of the partnership in any of the following cases:

- (a) when a partner is shown to the satisfaction of the Court to be of permanently unsound mind;
- (b) when a partner other than the partner suing becomes in any way, other than through permanent unsoundness of mind, permanently incapable of performing that partner's part of the partnership contract;
- (c) when a partner other than the partner suing has been guilty of conduct that in the opinion of the Court, regard being had to the nature of the business, is calculated to affect prejudicially the carrying on of the business;
- (d) when a partner other than the partner suing wilfully or persistently commits a breach of the partnership agreement or otherwise so behaves in matters relating to the partnership business that it is not reasonably practicable for the other partner or partners to carry on the business in partnership with that partner;
- (e) when the business of the partnership can only be carried on at a loss;
- (f) when circumstances have arisen that in the opinion of the Court render it just and equitable that the partnership be dissolved.

(2) In a case arising under subsection (1)(a), the application may be made

- (a) on behalf of the partner alleged to be of permanently unsound mind by the partner's guardian or litigation representative or a person having a right to intervene, or
- (b) by any other partner.

RSA 2000 cP-3 s39;2011 c14 s22

Rights of person dealing with firm against apparent members of firm

40(1) When a person deals with a firm after a change in that firm's constitution, the person is entitled to treat apparent members of the old firm as still being members of the firm until the person has notice of the change.

(2) The filing of a declaration under section 116 and the publication of the declaration in at least 2 consecutive issues of The Alberta Gazette is notice of dissolution to persons who had no dealings with the firm before the date of filing the declaration and publication.

- (3)** The estate of a partner who
- (a) dies,
 - (b) makes an assignment for the benefit of the partner's creditors,
 - (c) becomes bankrupt, or
 - (d) not having been known to the person dealing with the firm to be a partner, retires from the firm,

is not liable for partnership debts contracted after the date of the death, assignment, bankruptcy or retirement, as the case may be.

(4) This section shall be read subject to the *Bankruptcy and Insolvency Act* (Canada).

RSA 1980 cP-2 s39;1994 c23 s51

Rights of partner to give notice of dissolution

41 On the dissolution of a partnership or retirement of a partner, any partner

- (a) may publicly give notice of the dissolution or retirement, and
- (b) may require the other partner or partners to concur for that purpose in all necessary or proper acts, if any, that cannot be done without the partner's or their concurrence.

RSA 1980 cP-2 s40

Winding-up

42 When a partnership is dissolved, the authority of each partner to bind the firm and the other rights and obligations of the partners continue notwithstanding the dissolution, but only to the extent necessary to wind up the affairs of the partnership and to complete transactions begun but unfinished at the time of the dissolution.

RSA 1980 cP-2 s41

Partners' rights to property

43(1) On the dissolution of a partnership, each partner is entitled, as against the other partners and persons claiming through them in respect of their interests as partners,

- (a) to have the property of the partnership applied in payment of the debts and liabilities of the firm, and

- (b) to have the surplus assets after that payment applied in payment of what is due to the partners respectively after deducting what is due from them as partners to the firm.

(2) For the purposes of subsection (1), any partner or any partner's representatives may on the termination of the partnership apply to the Court to wind up the business and affairs of the firm.

RSA 1980 cP-2 s42

Partnership prematurely dissolved

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

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

RSA 1980 cP-2 s43

Rights when partnership dissolved for fraud or misrepresentation

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

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

RSA 1980 cP-2 s44

Outgoing partner

46(1) When a member of a firm dies or otherwise ceases to be a partner and the surviving or continuing partners carry on the business of the firm with its capital or assets without a final settlement of accounts as between the firm and the outgoing partner or that partner's estate, the outgoing partner or that partner's estate, in the absence of an agreement to the contrary, is entitled at the option of the outgoing partner or that partner's representatives to

- (a) the share of the profits made since the dissolution of the partnership that the Court finds to be attributable to the use of the outgoing partner's share of the partnership assets, or
- (b) interest on the amount of the outgoing partner's share of the partnership assets.

(2) When by the partnership contract an option is given to surviving or continuing partners to purchase the interest of a deceased or outgoing partner and that option is exercised, the estate of the deceased partner or the outgoing partner or the outgoing partner's estate, as the case may be, is not entitled to a further or other share of profits.

(3) If a partner assuming to act in exercise of the option referred to in subsection (2) does not in all material respects comply with the terms of the option, that partner is liable to account under subsection (1).

RSA 1980 cP-2 s45

Retiring or deceased partners

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

RSA 1980 cP-2 s46

Distribution of assets on final settlement of accounts

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

- (a) losses, including losses and deficiencies of capital, must be paid
 - (i) first out of profits,
 - (ii) next out of capital, and

- (iii) last, if necessary, by the partners individually in the proportion in which they were entitled to share profits,

but a partner is not required to pay any loss arising from a liability for which the partner is not liable under section 12;

- (b) the assets of the firm including the sums of money, if any, contributed by the partners to make up losses or deficiencies of capital shall be applied in the following manner and order:
 - (i) in paying the debts and liabilities of the firm to persons who are not partners in the firm;
 - (ii) in paying to each partner ratably what is due from the firm to that partner for advances as distinguished from capital;
 - (iii) in paying to each partner ratably what is due from the firm to that partner in respect of capital;
 - (iv) the ultimate residue, if any, shall be divided among the partners in the proportion in which profits are divisible.

RSA 1980 cP-2 s47;1999 c27 s7

Part 2 Limited Partnerships

Application of Part

49 This Act shall, in the case of limited partnerships, be read subject to this Part.

RSA 1980 cP-2 s48

Definition

50 In this Part, "certificate" means a certificate made under section 52 and includes a certificate that has been amended.

RSA 1980 cP-2 s49

Limited partnerships

51(1) A limited partnership may, subject to this Part, be formed to carry on any business that a partnership without limited partners may carry on.

(2) A limited partnership shall consist of

- (a) one or more persons who are general partners, and
 - (b) one or more persons who are limited partners.
- (3)** There may be any number of limited partners in a limited partnership.
- (4)** Persons comprising a firm may enter into a limited partnership with other persons, including persons comprising one or more other firms.

RSA 1980 cP-2 s50;1981 c28 s2;1987 c16 s2

Formation of limited partnership

52(1) Subject to subsection (2), a limited partnership is formed when a certificate substantially complying with subsection (3) is filed with and recorded by the Registrar.

(2) A partnership that

- (a) was formed in a jurisdiction, other than Alberta, that is designated by the Lieutenant Governor in Council for the purposes of this subsection, and
- (b) is registered or otherwise formally recognized as a limited partnership under the laws of that jurisdiction

may be registered as a limited partnership under this Act on the filing with and recording by the Registrar of a certificate that complies, or in the opinion of the Registrar substantially complies, with subsection (3).

(3) A certificate shall be signed by all the persons desiring to form a limited partnership and shall state

- (a) the firm name under which the limited partnership is to be conducted,
- (b) the character of the business,
- (c) the name and residential address of each partner, general and limited partners being respectively designated,
- (d) the term for which the limited partnership is to exist,
- (e) the amount of cash and the nature and fair value of other property, if any, contributed by each limited partner,
- (f) the amount of additional contributions, if any, agreed to be made by each limited partner and the times at which or

events on the happening of which an additional contribution is to be made,

- (g) the time, if agreed on, when the contribution of each limited partner is to be returned,
- (h) the share of the profits or other compensation by way of income that each limited partner is entitled to by reason of that partner's contribution,
- (i) the right, if given, of a limited partner to substitute an assignee as contributor in that partner's place, and the terms and conditions of the substitution,
- (j) the right, if given, of the partners to admit additional limited partners,
- (k) the right, if given, of one or more of the limited partners to priority over other limited partners, to a return of contributions or to compensation by way of income, and the nature of the priority,
- (l) the right, if given, of the remaining general partner or partners to continue the business on the death, retirement or mental incompetence of a general partner, and
- (m) the right, if given, of a limited partner to demand and receive property other than cash in return for that partner's contribution.

(4) The Registrar may register a partnership under subsection (2) if the Registrar has received

- (a) from the jurisdiction in which it was formed a copy of its original certificate of registration as a limited partnership, or the equivalent document, and of all amendments to the certificate verified by the proper authority of that jurisdiction,
- (b) evidence satisfactory to the Registrar that the partnership still exists as a limited partnership in that jurisdiction, and
- (c) a copy of the partnership agreement and of all amendments to the agreement verified by a notary public or the equivalent from that jurisdiction.

(5) A firm registered as a limited partnership under subsection (2) has the same rights and is subject to the same duties, restrictions and liabilities under this Act as a firm formed as a limited partnership under subsection (1).

General and limited partners

53(1) A person may be a general partner and a limited partner at the same time in the same limited partnership.

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

RSA 1980 cP-2 s52

Name of partnership

54(1) The surname of a limited partner shall not appear in the firm name of the limited partnership unless it is also the surname of one of the general partners.

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

RSA 1980 cP-2 s53

Contribution of limited partner

55(1) A limited partner may contribute cash and other property to the limited partnership, but not services.

(2) A limited partner's interest in the limited partnership is personal property.

(3) Only the general partners shall be shown at the land titles office or the Metis Settlements Land Registry as owners of any interest of the limited partnership in real property.

RSA 1980 cP-2 s54;1998 c22 s28

Rights of general partners

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

- (a) do any act in contravention of the certificate,
- (b) do any act that makes it impossible to carry on the ordinary business of the limited partnership,

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

RSA 1980 cP-2 s55

Liability of limited partner

57 Subject to this Part, a limited partner is not liable for the obligations of the limited partnership except in respect of the amount of property the limited partner contributes or agrees to contribute to the capital of the limited partnership.

RSA 1980 cP-2 s56

Rights of limited partner

58 A limited partner has the same right as has a general partner

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

RSA 1980 cP-2 s57

Share of profits

59(1) A limited partner has, subject to this Act, the right

- (a) to a share of the profits or other compensation by way of income, and
- (b) to have the limited partner's contribution to the limited partnership returned.

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

RSA 1980 cP-2 s58

Business dealings by partner with partnership

60 A limited partner may loan money to and transact other business with the limited partnership and, unless the limited partner is also a general partner, may receive on account of resulting claims against the limited partnership, with general creditors, a prorated share of the assets, but no limited partner shall in respect of any such claim

- (a) receive or hold as collateral security any of the limited partnership property, or
- (b) receive from a general partner or the limited partnership any payment, conveyance or release from liability if at the time the assets of the partnership are not sufficient to discharge partnership liabilities to persons not claiming as general or limited partners.

RSA 1980 cP-2 s59

Limited partners' rights as between themselves

61(1) Subject to subsection (2), limited partners, in relation to one another, share in the limited partnership assets in respect of their claims

- (a) for capital, and
- (b) for profits or compensation by way of income on their contributions,

in proportion to the respective amounts of their claims.

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

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

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

RSA 1980 cP-2 s60

Return of limited partner's contribution

62(1) A limited partner is not entitled to receive from a general partner or out of the limited partnership property any part of the limited partner's contribution until

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

(2) Subject to subsection (1), a limited partner may rightfully demand the return of the limited partner's contribution

- (a) on the dissolution of the limited partnership,
- (b) when the time specified in the certificate for its return has arrived, or
- (c) after the limited partner has given 6 months' notice in writing to all other partners, if no time is specified in the certificate either for the return of the contribution or for the dissolution of the limited partnership.

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

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

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

- (a) the limited partner rightfully but unsuccessfully demands the return of the limited partner's contribution, or

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

RSA 1980 cP-2 s61

Limited partner's liability to partnership**63(1)** A limited partner is liable to the limited partnership

- (a) for the difference, if any, between the amount of the limited partner's contribution as actually made and the amount stated in the certificate as having been made, and
- (b) for any unpaid contribution that the limited partner agreed in the certificate to make in the future at the time and on the conditions, if any, stated in the certificate.

(2) A limited partner holds as trustee for the limited partnership

- (a) specific property stated in the certificate as contributed by the limited partner, but that has not in fact been contributed or that has been wrongfully returned, and
- (b) money or other property wrongfully paid or conveyed to the limited partner on account of the limited partner's contribution.

(3) The liabilities of a limited partner as set out in this section may, subject to subsection (4), be waived or compromised, but only with the consent of all partners.**(4)** A waiver or compromise agreed to pursuant to subsection (3) does not affect the right of a creditor of the limited partnership to enforce a liability arising from credit that was extended or a claim that otherwise arose

- (a) subsequent to the filing of the certificate whereby the limited partnership was formed, but
- (b) prior to the cancellation or amendment of the certificate whereby the waiver or compromise was effected.

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

RSA 1980 cP-2 s62

Liability to creditors

64 A limited partner does not become liable as a general partner unless, in addition to exercising the limited partner's rights and powers as a limited partner, the limited partner takes part in the control of the business.

RSA 1980 cP-2 s63

Admission of additional limited partners

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

RSA 1980 cP-2 s64

Assignments

66(1) A limited partner's interest is assignable.

(2) A substituted limited partner is a person admitted to all the rights of a limited partner who has died or has assigned the limited partner's interest in the limited partnership.

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

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

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

(4) An assignee may become a substituted limited partner

- (a) if all the members, except the assignor, consent, or
- (b) if the assignor, being so authorized by the terms in the certificate, gives the assignee that right.

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

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

(7) The substitution of an assignee as a limited partner does not release the assignor from liability under sections 63 and 74.

RSA 1980 cP-2 s65

Dissolution of limited partnership

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

(a) pursuant to a right to do so stated in the certificate, or

(b) with the consent of all the remaining partners.

RSA 1980 cP-2 s66

Death of limited partner

68(1) The executor or administrator of the estate of a deceased limited partner has

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

(b) whatever power the deceased had to constitute the deceased's assignee a substituted limited partner.

(2) The estate of a deceased limited partner is liable for all the deceased's liabilities as a limited partner.

RSA 1980 cP-2 s67

Cancellation of certificate

69(1) A certificate shall be cancelled when

(a) the limited partnership is dissolved, or

(b) all limited partners cease to be limited partners.

(2) The notice to cancel a certificate shall be signed by all the partners.

RSA 1980 cP-2 s68

Amendment of certificate

70(1) A certificate shall be amended when

- (a) there is a change in the name of the limited partnership or in the amount or character of the contribution of any limited partner not provided for in the certificate,
- (b) a person is substituted as a limited partner,
- (c) a person is added as a limited partner,
- (d) a person is added as a general partner,
- (e) a general partner retires, dies or becomes mentally incompetent and the business is continued pursuant to section 67,
- (f) there is a change in the character of the business of the limited partnership,
- (g) a false or erroneous statement is discovered in the certificate,
- (h) there is a change in the time as stated in the certificate for the dissolution of the limited partnership or for the return of a contribution,
- (i) a time is fixed for the dissolution of the limited partnership or for the return of a contribution, no time having been specified in the certificate, or
- (j) the partners desire to make a change in any other statement in the certificate in order to make the certificate accurately represent the agreement between them.

(2) The notice to amend a certificate shall

- (a) set out clearly the change in or addition to the certificate that is desired, and
- (b) be signed by all the partners.

(3) A notice to amend a certificate by substituting a limited partner or adding a limited or general partner shall also be signed by the person to be substituted or added and, when a limited partner is

substituted, the amendment shall also be signed by the assigning limited partner.

RSA 1980 cP-2 s69

Order directing cancellation or amendment of certificate

71(1) If anyone designated under section 69 or 70 as being a person who must sign a notice to cancel or amend a certificate refuses to do so, a person desiring the cancellation or amendment may apply to the Court for an order directing the cancellation or amendment.

(2) On hearing an application brought under subsection (1), the Court, if it finds that the applicant is entitled to have the notice in question signed, shall by order direct the Registrar to record the cancellation or amendment of the certificate as set out in the order.

RSA 1980 cP-2 s70;1983 cC-7.1 s27;1987 c16 s2

Time cancellation or amendment takes effect

72 A certificate is cancelled or amended, as the case indicates, when there is filed with and recorded by the Registrar

- (a) a notice signed as required by this Part, or
- (b) a certified copy of a Court order made under section 71.

RSA 1980 cP-2 s71;1987 c16 s2

Settling accounts on dissolution

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

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

RSA 1980 cP-2 s72

Effect of false statement in certificate

74 When a certificate contains a false statement, any person suffering loss as a result of relying on that statement may hold liable as a general partner every party to the certificate who

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

RSA 1980 cP-2 s73

Liability of person mistakenly believing the person is a limited partner

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

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

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

RSA 1980 cP-2 s74

Judgment against limited partner

76(1) The Court may, on application by a judgment creditor of a limited partner, charge the interest of the indebted limited partner with payment of the unsatisfied amount of the judgment debt, and may appoint a receiver and make all other orders, directions and inquiries that the circumstances of the case require.

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

(3) The remedies conferred by subsection (1) are not exclusive of others that may exist.

RSA 1980 cP-2 s75

Parties to proceedings

77 A limited partner, unless the limited partner is also a general partner, is not a proper party to proceedings against a limited partnership, except when the object of the proceedings is to enforce a limited partner's right against or liability to the limited partnership.

RSA 1980 cP-2 s76

Authority to sign

78(1) An actual or proposed general or limited partner may give special authority to any other person to execute on that partner's behalf any document under this Part.

(2) A special authority referred to in subsection (1) shall be filed with the Registrar and recorded with the document or one of the documents executed in the exercise of the special authority.

RSA 1980 cP-2 s77;1987 c16 s2

Application to existing partnerships

79(1) A limited partnership formed prior to June 1, 1968 may become a limited partnership under this Part by complying with section 52, if the certificate states

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

(2) A limited partnership

- (a) in existence prior to June 1, 1968, and
- (b) that does not become a limited partnership under this Part,

continues to be governed by sections 48 to 66 of chapter 230 of the Revised Statutes of Alberta, 1955 as they read prior to June 1, 1968.

RSA 1980 cP-2 s78

Exemption

80 Section 106 does not apply to limited partnerships.

RSA 1980 cP-2 s79

Alternative registration process**80.1(1)** In this section,

- (a) “extra-provincial limited partnership” means a partnership in Canada described in section 52(2);
 - (a.1) “extra-provincial matters” means
 - (i) matters pertaining to extra-provincial limited partnerships set out in this Part and in regulations made under subsection (4), and
 - (ii) matters set out under the laws of another jurisdiction in Canada that are similar to the matters set out in this Part and in regulations made under subsection (4);
 - (b) “extra-provincial registrar” means a person in a jurisdiction in Canada who performs a function in that jurisdiction similar to the function that the Registrar performs under this Part.
 - (c) repealed 2009 c7 s10.
- (2)** The Registrar may enter into an agreement with an extra-provincial registrar to address the following matters:
- (a) the collection by the extra-provincial registrar of documents, information, forms, notices, fees and other things relating to extra-provincial matters referred to in subsection (1)(a.1)(i) for the Registrar and any matter relating to the collection of those things and their transmission to the Registrar;
 - (b) the collection by the Registrar of documents, information, forms, notices, fees and other things under the laws of another jurisdiction in Canada relating to extra-provincial matters referred to in subsection (1)(a.1)(ii) for the extra-provincial registrar of that jurisdiction and any matter relating to the collection of those things and their transmission to the extra-provincial registrar.
- (3)** An agreement referred to in subsection (2) may provide for any matter the Registrar considers appropriate, including setting out the powers and duties of the Registrar and the extra-provincial registrar in respect of the matters addressed in the agreement.
- (4)** The Lieutenant Governor in Council may make regulations

- (a) classifying or otherwise designating or specifying those extra-provincial registrars to which a regulation made under this section applies;
- (b) classifying or otherwise designating or specifying those extra-provincial limited partnerships to which a regulation made under this section applies;
- (c) respecting the collection by the Registrar of documents, information, forms, notices, fees and other things relating to extra-provincial matters referred to in subsection (1)(a.1)(ii) for an extra-provincial registrar and the transmission of those things to the extra-provincial registrar;
- (d) respecting the registration of and other matters pertaining to extra-provincial limited partnerships, including, without limitation, regulations respecting
 - (i) applications for registration of extra-provincial limited partnerships,
 - (ii) changes to the certificates or other documents relating to the registration of extra-provincial limited partnerships, and
 - (iii) the cancellation of certificates or other documents of extra-provincial limited partnerships;
- (e) respecting forms that may be required for the purposes of regulations made under this section;
- (f) respecting the documentation to be issued by the Registrar;
- (g) providing for fees for the provision of services under regulations made under this section and respecting the payment and collection of the fees;
- (h) respecting the furnishing of documents, information, forms, notices, fees and other things to the Registrar;
- (i) exempting an extra-provincial limited partnership from the operation of all or part of this Part;
- (i.1) providing that a provision of this Act or a provision of a regulation made under another section of this Act does not apply in respect of extra-provincial limited partnerships;
- (j) defining words and expressions used in this section but not defined in this Part.

(5) Where there is a conflict or inconsistency between a provision of a regulation made under subsection (4) and a provision of this Part or a provision of a regulation made under another section of this Act, the provision of the regulation made under subsection (4) prevails to the extent of the conflict or inconsistency.

2008 c7 s7;2009 c7 s10

Part 3

Registration of Limited Liability Partnerships

Registration of Alberta LLPs

Definition

81 In this Part, “eligible profession” means a profession or discipline that is regulated by an Act of Alberta that specifically authorizes members of the profession or discipline to carry on business through a corporation that has the words “Professional Corporation” or the abbreviation “P.C.” as part of its name.

1999 c27 s8

Application for registration as Alberta LLP

82(1) A partnership consisting of partners carrying on practice in one or more eligible professions may apply to the Registrar to be registered as an Alberta LLP.

(2) Subsection (1) does not apply where the governing body of any of the eligible professions in which the partners in the partnership carry on practice has passed a rule or bylaw prohibiting persons who carry on practice in the eligible profession from doing so in a limited liability partnership under this Act.

(3) A limited partnership under Part 2 may not be registered as an Alberta LLP.

(4) An application must be in a format acceptable to the Registrar and must

(a) set out

- (i) the name of the partnership,
- (ii) the eligible profession or professions in which the partners carry on practice,
- (iii) the name and residential address of the partner who is designated as the representative of the partnership in respect of matters relating to the partnership,

- (iv) the address of the registered office of the partnership,
 - (v) the separate post office box, if any, designated as the partnership's address for service by mail, and
 - (vi) any other information required by the regulations,
- (b) be accompanied with a statement from a person who is authorized by the governing body of the applicable eligible profession to provide the statement, certifying that
- (i) the partners are covered by liability insurance or other protection against professional liability within the meaning of section 12 in the form and amount that is required for that purpose by regulation, rule or bylaw under the Act that regulates the eligible profession, and
 - (ii) the partnership and the partners meet all other applicable eligibility requirements for practice as an Alberta LLP that are imposed in or under the Act that regulates the eligible profession,
- and
- (c) be accompanied with the prescribed fee.

1999 c27 s8

Registration

83(1) If the Registrar is satisfied that an applicant for registration as an Alberta LLP meets the requirements of this Act, the Registrar shall register the applicant and provide the applicant with a certificate of registration.

(2) A certificate of registration issued by the Registrar is conclusive evidence that the Alberta LLP named in the certificate is registered under this Act.

(3) The registration of an Alberta LLP is not adversely affected by errors in the application, in the information referred to in section 82(4), or in any notice amending the registration or by changes in the filed information that occur after the date of registration.

(4) The registration of an Alberta LLP is not adversely affected by a change in the partners in the partnership.

1999 c27 s8

Effect of registration

84 Subject to any agreement between the partners, the registration of a partnership as an Alberta LLP does not cause the dissolution of the partnership, and the Alberta LLP continues as the same partnership that existed before the registration.

1999 c27 s8

Notice to clients

85 On being registered as an Alberta LLP, a partnership shall forthwith send to all of its existing clients a notice that advises of the registration and explains in general terms the potential changes in liability of the partners that are a result of the registration and the operation of this Act.

1999 c27 s8

Registered office, address for service

86(1) An Alberta LLP shall at all times have a registered office in Alberta.

(2) An Alberta LLP may designate a separate post office box within Alberta as its address for service by mail.

(3) An Alberta LLP's registered office must be business premises of the LLP or of a person or firm that has agreed to act as the LLP's registered office, and the LLP shall ensure that its registered office is

- (a) accessible to the public during normal business hours, and
- (b) readily identifiable from the information provided in the registration documents or in any notice amending the registration.

1999 c27 s8

Partnership list

87 An Alberta LLP shall keep at its registered office a list of the partners in the LLP and shall forthwith provide the following information to any person who requests it:

- (a) a list of the partners in the LLP;
- (b) a list of the persons who were partners in the LLP on a particular date that is after the date of registration and is specified in the request.

1999 c27 s8

Notice of changes

88(1) The registration of an Alberta LLP may be amended by filing with the Registrar a notice in a format acceptable to the Registrar, accompanied with the prescribed fee.

(2) Within 30 days following any change in the information referred to in section 82(4)(a), the Alberta LLP shall file with the Registrar a notice in a format acceptable to the Registrar setting out the changes and the effective date of them, and the notice must be accompanied with the prescribed fee.

1999 c27 s8

Periodic reports

89 An Alberta LLP shall

- (a) file with the Registrar at the times prescribed in the regulations a report containing the information required by the regulations, and
- (b) pay to the Registrar any periodic fee required by the regulations.

1999 c27 s8

Cancellation of registration

90(1) The Registrar may cancel the registration of an Alberta LLP

- (a) if the LLP is in default for a period of one year in complying with section 89,
- (b) if the LLP files with the Registrar a request in a format acceptable to the Registrar that the registration be cancelled, or
- (c) if the Registrar receives a notice from a person who is authorized by the governing body of the applicable eligible profession to provide the notice, stating that the LLP or one or more of the partners no longer complies with section 82(4)(b).

(2) Before cancelling an Alberta LLP's registration under subsection (1)(a), the Registrar shall

- (a) give to the LLP 120 days' notice of the intended cancellation, and
- (b) publish notice of the intended cancellation in the Registrar's periodical under the *Business Corporations Act* or The Alberta Gazette,

and the Registrar shall not cancel the registration if the LLP remedies the default before the expiration of the period referred to in the notice.

(3) Cancellation of the registration of an Alberta LLP only affects a partnership's registration as an LLP and does not dissolve the partnership.

1999 c27 s8

Name

91 The name of an Alberta LLP must meet the requirements, if any, set out in the regulations.

1999 c27 s8

Service

92(1) A notice or document required or permitted to be sent to or served on an Alberta LLP may be

- (a) delivered to its registered office, or
- (b) sent by registered mail to
 - (i) its registered office, or
 - (ii) the separate post office box designated as its address for service by mail,

as shown in the Registrar's records.

(2) A notice or document sent by registered mail to an Alberta LLP in accordance with subsection (1)(b) is deemed to be received or served at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the Alberta LLP did not receive the notice or document at that time or at all.

1999 c27 s8

Registration of Extra-provincial LLPs**Non-registered status**

93 A partnership that has the status of a limited liability partnership under the laws of a jurisdiction outside Alberta shall be treated as an ordinary partnership with respect to rights and obligations that are acquired or incurred by the partnership under Alberta law while the partnership is carrying on business in Alberta before registration as an extra-provincial LLP under section 95 or section 104.1.

RSA 2000 cP-3 s93;2008 c7 s7

Extra-provincial LLP

94(1) A partnership that

- (a) has the status of a limited liability partnership under the laws of a jurisdiction outside Alberta, and
- (b) consists of partners that carry on practice, whether through a professional corporation or not, in one or more professions or disciplines that are eligible professions in Alberta,

may apply to the Registrar to be registered as an extra-provincial LLP.

(2) Subsection (1) does not apply where the governing body of any of the eligible professions in which the partners in the partnership carry on practice has passed a rule or bylaw prohibiting persons who carry on practice in the eligible profession from doing so in a limited liability partnership under this Act.

(3) An application must be in a format acceptable to the Registrar and must

- (a) set out
 - (i) the name of the partnership,
 - (ii) the eligible profession or professions in which the partners carry on practice,
 - (iii) the name and residential address in Alberta of the partner who is designated as the representative of the partnership in matters relating to the partnership,
 - (iv) the governing jurisdiction of the partnership,
 - (v) the address of the registered office of the partnership in Alberta,
 - (vi) the separate post office box, if any, designated as the partnership's Alberta address for service, and
 - (vii) any other information required by the regulations,

and

- (b) be accompanied with
 - (i) evidence satisfactory to the Registrar of the partnership's status as a limited liability partnership under the laws of the governing jurisdiction,

- (ii) a statement in respect of each eligible profession in which the Alberta partners carry on practice from a person who is authorized by the governing body of the applicable eligible profession in Alberta to provide the statement, certifying that
 - (A) the Alberta partners in the partnership are covered by liability insurance or other protection against professional liability within the meaning of section 12 in the form and amount that is required for that purpose by regulation, rule or bylaw under the Act that regulates the eligible profession, and
 - (B) the partnership and the Alberta partners meet all other applicable eligibility requirements for practice as an extra-provincial LLP that are imposed in or under the Act that regulates the eligible profession,
- and
- (iii) the prescribed fee.

1999 c27 s8

Registration

95(1) If the Registrar is satisfied that an applicant for registration as an extra-provincial LLP meets the requirements of this Act, the Registrar shall register the applicant and provide the applicant with a certificate of registration.

(2) A certificate of registration issued by the Registrar is conclusive evidence that the extra-provincial LLP named in the certificate is registered under this Act.

(3) The registration of an extra-provincial LLP is not adversely affected by errors in the application, in the information referred to in section 94(3), or in any notice amending the registration or by changes in the filed information that occur after the date of registration.

(4) The registration of an extra-provincial LLP is not adversely affected by a change in the partners in the partnership.

1999 c27 s8

Notice to clients

96 On being registered as an extra-provincial LLP, a partnership shall send to all of the existing clients of its Alberta practice a notice that advises of the registration and explains in general terms

the potential changes in liability of the Alberta partners that are a result of the registration and the operation of this Act.

1999 c27 s8

Registered office, address for service

97(1) An extra-provincial LLP shall at all times have a registered office in Alberta.

(2) An extra-provincial LLP may designate a separate post office box within Alberta as its address for service by mail.

(3) An extra-provincial LLP's registered office must be the business premises of the LLP or of a person or firm that has agreed to act as the LLP's registered office, and the LLP shall ensure that the business premises are

- (a) accessible to the public during normal business hours, and
- (b) readily identifiable from the information provided in the registration documents or in any notice amending the registration.

1999 c27 s8

Partnership list

98 An extra-provincial LLP shall keep at its registered office a list of the Alberta partners in the LLP and shall forthwith provide the following information to any person who requests it:

- (a) a list of the Alberta partners in the LLP;
- (b) a list of the persons who were Alberta partners in the LLP on a particular date that is after the date of registration and is specified in the request.

1999 c27 s8

Name

99 The name of an extra-provincial LLP must contain the words and abbreviations required under the laws of its governing jurisdiction.

1999 c27 s8

Service

100(1) A notice or document required or permitted to be sent to or served on an extra-provincial LLP may be

- (a) delivered to its registered office, or

- (b) sent by registered mail to
 - (i) its registered office, or
 - (ii) the separate post office box designated as its address for service by mail,

as shown in the Registrar's records.

(2) A notice or document sent by registered mail to an extra-provincial LLP in accordance with subsection (1)(b) is deemed to be received or served at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the extra-provincial LLP did not receive the notice or document at that time or at all.

1999 c27 s8

Notice of changes

101(1) The registration of an extra-provincial LLP may be amended by filing with the Registrar a notice in a format acceptable to the Registrar, accompanied with the prescribed fee.

(2) Within 30 days following any change in the information referred to in section 94(3)(a), the extra-provincial LLP shall file with the Registrar a notice in a format acceptable to the Registrar setting out the changes and the effective date of them, and the notice must be accompanied with the prescribed fee.

1999 c27 s8

Periodic reports

102 An extra-provincial LLP shall

- (a) file with the Registrar at the times prescribed in the regulations a report containing the information required by the regulations, and
- (b) pay to the Registrar any periodic fee required by the regulations.

1999 c27 s8

Cancellation of registration

103(1) The Registrar may cancel the registration of an extra-provincial LLP

- (a) if the LLP is in default for a period of one year in complying with section 102,

- (b) if the LLP files with the Registrar a request in a format acceptable to the Registrar that the registration be cancelled,
- (c) if the Registrar receives a notice from a person who is authorized by the governing body of the applicable eligible profession in Alberta to provide the notice, stating that the LLP or one or more of the partners no longer complies with section 94(3)(b)(ii), or
- (d) if the Registrar receives a notice from the regulatory official or body in the LLP's governing jurisdiction stating that the LLP no longer has the status of a limited liability partnership in that jurisdiction.

(2) Before cancelling an extra-provincial LLP's registration under subsection (1)(a), the Registrar shall

- (a) give to the LLP 120 days' notice of the intended cancellation, and
- (b) publish notice of the intended cancellation in the Registrar's periodical under the *Business Corporations Act* or The Alberta Gazette,

and the Registrar shall not cancel the registration if the LLP remedies the default before the expiration of the period referred to in the notice.

1999 c27 s8

Law of governing jurisdiction applies

104(1) The law of the governing jurisdiction of an extra-provincial LLP applies

- (a) to the organization and internal affairs of the LLP, and
- (b) to the liability of the partners of the LLP for debts, obligations and liabilities of or chargeable to the partnership.

(2) Notwithstanding subsection (1), an Alberta partner of an extra-provincial LLP does not have any greater protection against individual liability in respect of that partner's practice in Alberta than a partner in an Alberta LLP would have under this Part.

1999 c27 s8

Alternative registration process

104.1(1) In this section,

- (a) “extra-provincial limited liability partnership” means a partnership that has the status of a limited liability partnership under the laws of a jurisdiction in Canada outside Alberta;
 - (a.1) “extra-provincial matters” means
 - (i) matters pertaining to extra-provincial limited liability partnerships set out in this Part and in regulations made under subsection (4), and
 - (ii) matters set out under the laws of another jurisdiction in Canada that are similar to the matters set out in this Part and in regulations made under subsection (4);
 - (b) “extra-provincial registrar” means a person in a jurisdiction in Canada who performs a function in that jurisdiction similar to the function that the Registrar performs under this Part.
 - (c) repealed 2009 c7 s10.
- (2)** The Registrar may enter into an agreement with an extra-provincial registrar to address the following matters:
- (a) the collection by the extra-provincial registrar of documents, information, forms, notices, fees and other things relating to extra-provincial matters referred to in subsection (1)(a.1)(i) for the Registrar and any matter relating to the collection of those things and their transmission to the Registrar;
 - (b) the collection by the Registrar of documents, information, forms, notices, fees and other things under the laws of another jurisdiction in Canada relating to extra-provincial matters referred to in subsection (1)(a.1)(ii) for the extra-provincial registrar of that jurisdiction and any matter relating to the collection of those things and their transmission to the extra-provincial registrar.
- (3)** An agreement referred to in subsection (2) may provide for any matter the Registrar considers appropriate, including setting out the powers and duties of the Registrar and the extra-provincial registrar in respect of the matters addressed in the agreement.
- (4)** The Lieutenant Governor in Council may make regulations
- (a) classifying or otherwise designating or specifying those extra-provincial registrars to which a regulation made under this section applies;

- (b) classifying or otherwise designating or specifying those extra-provincial limited liability partnerships to which a regulation made under this section applies;
- (c) respecting the collection by the Registrar of documents, information, forms, notices, fees and other things relating to extra-provincial matters referred to in subsection (1)(a.1)(ii) for an extra-provincial registrar and the transmission of those things to the extra-provincial registrar;
- (d) respecting the registration of and other matters pertaining to extra-provincial limited liability partnerships, including, without limitation, regulations respecting
 - (i) applications for, or amendments to, registrations of extra-provincial limited liability partnerships,
 - (ii) periodic and other returns of extra-provincial limited liability partnerships,
 - (iii) changes to the documents relating to the registration of extra-provincial limited liability partnerships, and
 - (iv) the cancellation of registrations of extra-provincial limited liability partnerships;
- (e) respecting forms that may be required for the purposes of regulations made under this section;
- (f) respecting the documentation to be issued by the Registrar;
- (g) providing for fees for the provision of services under regulations made under this section and respecting the payment and collection of the fees;
- (h) respecting the furnishing of documents, information, forms, notices, fees and other things to the Registrar;
- (i) exempting an extra-provincial limited liability partnership from the operation of all or part of this Part;
- (i.1) providing that a provision of this Act or a provision of a regulation made under another section of this Act does not apply in respect of extra-provincial limited liability partnerships;
- (j) respecting the sending to or serving on extra-provincial limited liability partnerships of notices or documents;

(k) defining words and expressions used in this section but not defined in this Part.

(5) Where there is a conflict or inconsistency between a provision of a regulation made under subsection (4) and a provision of this Part or a provision of a regulation made under another section of this Act, the provision of the regulation made under subsection (4) prevails to the extent of the conflict or inconsistency.

2008 c7 s7;2009 c7 s10

Part 4 General

Rules of equity and common law

105 The rules of equity and of common law applicable to partnership continue in force except where they are inconsistent with the express provisions of this Act.

RSA 1980 cP-2 s80

Registration of Partnerships

Filing of declarations of partnerships

106 Persons associated in partnership for trading, manufacturing, contracting or mining purposes in Alberta shall file with the Registrar a declaration in writing, signed by the several members of the partnership.

RSA 1980 cP-2 s81;1987 c16 s2

Declaration when partner absent

107(1) If any of the members of a partnership are absent, at the time of the making of the declaration, from the place where the partnership carries on or intends to carry on business, then the declaration shall be signed by the members present in their own names and for their absent co-members under their special authority to that effect.

(2) The special authority shall be filed with the Registrar and annexed to the declaration.

RSA 1980 cP-2 s82;1987 c16 s2

Contents of declaration

108 The declaration shall

(a) contain the names, occupations and residential addresses of each partner,

- (b) contain the firm name under which the partners carry on or intend to carry on business,
- (c) state the length of time the partnership has existed and is to exist, and
- (d) declare that the persons named in the declaration are the sole members of the partnership.

RSA 2000 cP-3 s108;2006 c24 s3

Time for filing declaration

109(1) The declaration shall be filed within 6 months after the formation of the partnership.

(2) A declaration submitted for filing more than 6 months after the formation of the partnership shall not be refused for filing by reason only of the lapse of time.

(3) A similar declaration shall in like manner be filed when a change or alteration takes place

- (a) in the membership of the partnership, or
- (b) in the firm name under which the members intend to carry on business,

and the declaration shall state each of those changes and alterations that has taken place.

(4) Where the residential address of a member of the firm changes, the member shall, within 15 days after the effective date of the change, file a declaration with the Registrar setting out the new residential address.

RSA 2000 cP-3 s109;2006 c24 s3

Persons Using Trade Name, Registration

Individual using trade name

110(1) Each person who

- (a) is engaged in business for trading, manufacturing, contracting or mining purposes,
- (b) is not associated in partnership with any other person or persons, and
- (c) uses as the person's business name

- (i) some name or designation other than the person's own, or
- (ii) the person's own name with the addition of "and company" or some other word or phrase indicating a plurality of members in the firm,

shall sign and file with the Registrar a declaration in writing of the fact.

(2) A declaration under this section shall

- (a) contain the name, occupation and residential address of the declarant,
- (b) contain the business name under which the declarant carries on or intends to carry on business,
- (c) state that no other person is associated with the declarant in partnership, and
- (d) be filed within 6 months after the time when the business name is first used.

(3) A declaration submitted for filing more than 6 months after the time when the business name is first used shall not be refused for filing by reason only of the lapse of time.

(4) Where the residential address of a declarant changes, the declarant shall, within 30 days after the effective date of the change, file a declaration with the Registrar setting out the new residential address.

(5) Where the residential address of a declarant changed before the coming into force of subsection (4), the declarant shall, within 30 days of the coming into force of this subsection, file a declaration with the Registrar setting out the new residential address.

RSA 2000 cP-3 s110;2006 c24 s3

Ceasing to use business name

111 If a person who has filed a declaration under section 110 ceases to carry on business under the business name referred to in the declaration, the person may file with the Registrar a declaration stating

- (a) the date the declaration under section 110 was signed, and
- (b) the date on which the person ceased to carry on business under that business name.

1987 c16 s2

Penalty for late filing

112 Every member of a partnership and every other person required to file a declaration under this Act who fails to comply with the provisions of this Act respecting filing is guilty of an offence and liable to a fine of not more than \$500.

RSA 1980 cP-2 s87

Stay of action

113 An action or other proceeding instituted in any court in Alberta

- (a) by an unregistered partnership, or
- (b) by any other person who is required to register a declaration under this Act but has failed to comply with the requirements respecting registration,

may be stayed on application of the defendant or party opposite in interest until the partnership becomes registered or until the declaration is filed, as the case may be.

RSA 1980 cP-2 s88

Binding effect of declaration

114 Allegations made in a declaration shall not be controverted

- (a) by a person who has signed the declaration, or
- (b) as against a person who is not a partner, by a person who has not signed the declaration but who was a member of the partnership at the time the declaration was made.

RSA 1980 cP-2 s89

Liability of persons signing declaration

115(1) Until a new declaration is made and filed by a person, or by the person's partners, or any of them, the person who signed a declaration is deemed not to have ceased to be a partner.

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

(3) Nothing in this Act affects the rights of partners with regard to each other, except that no declaration shall be controverted by a signatory to it.

RSA 1980 cP-2 s90

Declaration of Dissolution

Declaration of dissolution

116 When a partnership is dissolved, any of the persons who composed the partnership may sign and file with the Registrar a declaration stating

- (a) the name of the partnership dissolved,
- (b) its address, and
- (c) that the partnership is dissolved and the date on which it was dissolved,

and signed in the presence of a witness.

RSA 1980 cP-2 s91;1987 c16 s2

Regulations

Regulations

117 The Lieutenant Governor in Council may make regulations

- (a) respecting applications for registration of limited liability partnerships under Part 3;
- (b) respecting the imposition of terms and conditions on the registration of a limited liability partnership under Part 3 including, without limitation, regulations authorizing the Registrar to impose terms and conditions;
- (c) governing name requirements for Alberta LLPs;
- (d) establishing or providing for the manner of establishing fees to be charged in respect of anything done and any service or thing provided under this Act;
- (e) governing reports for the purposes of sections 89 and 102.

RSA 1980 cP-2 s92;1999 c27 s10



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