



# Subcontractor Statutory Declaration

## For Second or Subsequent Progress Claims

Canada  
Province of New Brunswick

IN THE MATTER OF THE SUBCONTRACT

between .....  
....., Contractor  
and.....  
....., Subcontractor  
for.....  
.....  
(insert title of the work and the Project)

I, ..... of the..... of.....  
in the Province of..... DO SOLEMNLY DECLARE:

THAT I .....(See Note 1) of.....  
....., the Subcontractor named in the Subcontract above-mentioned, and  
as such have personal knowledge of the facts hereunder declared, and that all accounts for labour, subcontracts,  
products, construction machinery and equipment and other indebtedness which may have been incurred by the  
Subcontractor in the Performance of the Work (See Note 2) and for which the Contractor might in any way be held  
responsible have been paid in full under the said Subcontract up to ....., as set forth in Progress Claim No.....,  
relating to Payment Certificate No....., except for (i) holdback monies properly retained, (ii) payments deferred  
by agreement, (iii) accounts withheld by reason of legitimate dispute.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the  
same force and effect as if made under oath.

DECLARED before me at the .....  
in the county of ..... this..... day of  
.....201\_

Signed.....

.....  
A Commissioner for Oaths, Notary Public, Justice of the Peace.

*NOTE 1:* The Declaration must be made by the President, a Vice President, the Secretary, the Treasurer, or a Director of an incorporated company except that another individual may make the Declaration provided that two copies of the by-law issued under the Corporation seal authorizing such individual to execute documents accompanies the first Declaration on each Subcontract. For a partnership the Declaration must be made by one of the partners and for a sole proprietorship the sole proprietor himself must make the Declaration. The position of the declarant and the name of the Subcontractor must be clearly noted.

*NOTE 2:* Other indebtedness shall mean only such debts incurred by the Subcontractor to persons in privity of contract with him, debts arising out of statutory requirements, and in the case of the Subcontractor's workers any debt arising out of collective bargaining agreements, legislation applying to worker's compensation, unemployment insurance, and minimum wage standards where applicable.