

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1999-03-26**
SEC Accession No. **0000898080-99-000110**

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

BARR LABORATORIES INC

CIK: **10081** | IRS No.: **221927534** | State of Incorporation: **NY** | Fiscal Year End: **0630**
Type: **SC 13D** | Act: **34** | File No.: **005-42092** | Film No.: **99574532**
SIC: **2834** Pharmaceutical preparations

Mailing Address
*2 QUAKER RD
BOX 2900
POMONA NY 10970-0519*

Business Address
*2 QUAKER RD BOX 2900
POMONA NY 10970-0519
9143538403*

FILED BY

SHERMAN BERNARD C

CIK: **936837**
Type: **SC 13D**

Mailing Address
*150 SIGNET DR
WESTON ONTARIO
CANADA M9L 1T9 A6*

Business Address
*150 SIGNET DR
WESTON ONTARIO
CANADA M9L 1T9 A6
4167499300*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No.)*

BARR LABORATORIES, INC.

(Name of Issuer)

COMMON STOCK

(Title of Class of Securities)

068306109

(CUSIP Number)

MICHAEL F. FLORENCE, 150 SIGNET DRIVE, WESTON, ONTARIO, CANADA M9L 1T9

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

DECEMBER 31, 1998**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss. 240.13d-7(b) for other parties to whom copies are sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

** See Item 4 below.

SCHEDULE 13D

CUSIP No. 068306109

Page 2 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

BERNARD C. SHERMAN

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) |X|

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	10,189,426
EACH	9	SOLE DISPOSITIVE POWER	0
REPORTING PERSON	10	SHARED DISPOSITIVE POWER	10,189,426
WITH			

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,189,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* |X|

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 44.8%

Based on 22,723,448 shares of Common Stock outstanding at the close of
business on December 31, 1998 as reported in the Issuer's Form 10-Q
filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 3 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

THE BERNARD AND HONEY SHERMAN TRUST

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) |_ |
(b) |X|

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) |_ |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	9,914,426
EACH	9	SOLE DISPOSITIVE POWER	0
REPORTING PERSON	10	SHARED DISPOSITIVE POWER	

WITH

9,914,426

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 4 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

SHERMAN HOLDINGS INC.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA

NUMBER OF	7	SOLE VOTING POWER
SHARES	0	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	9,914,426	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING	0	
PERSON	10	SHARED DISPOSITIVE POWER
WITH	9,914,426	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

HC, CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 5 of 21 Pages

- 1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

SHERMCO INC.
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*

OO
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA
- | | | |
|--------------|----|--------------------------|
| NUMBER OF | 7 | SOLE VOTING POWER |
| SHARES | | 0 |
| BENEFICIALLY | 8 | SHARED VOTING POWER |
| OWNED BY | | 9,914,426 |
| EACH | 9 | SOLE DISPOSITIVE POWER |
| REPORTING | | 0 |
| PERSON | 10 | SHARED DISPOSITIVE POWER |
| WITH | | 9,914,426 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES*
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.6%
- Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.
- 14 TYPE OF REPORTING PERSON*

HC, CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 6 of 21 Pages

- 1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

SHERFAM INC.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) | |
(b) |X|

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON	8	SHARED VOTING POWER	9,914,426
WITH	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	9,914,426

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* |X|

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

HC, CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 7 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

APOTEX HOLDINGS INC.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) | |
(b) |X|

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

ONTARIO, CANADA

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON	8	SHARED VOTING POWER	9,914,426
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	9,914,426

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

|X|

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

HC, CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 8 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

SHERMFIN CORP.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) |_ |

(b) |X|

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

|X|

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE, USA

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON	8	SHARED VOTING POWER	9,914,426
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	9,914,426

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* |X|

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

HC, CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 068306109

Page 9 of 21 Pages

1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

SHERMAN DELAWARE, INC.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) |_ |
(b) |X|

3 SEC USE ONLY

4 SOURCE OF FUNDS*

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) |_ |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE, USA

NUMBER OF SHARES	7	SOLE VOTING POWER
		0
BENEFICIALLY OWNED BY EACH REPORTING PERSON	8	SHARED VOTING POWER
		9,914,426
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		9,914,426

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,914,426

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* |X|

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.6%

Based on 22,723,448 shares of Common Stock outstanding at the close of business on December 31, 1998 as reported in the Issuer's Form 10-Q filed with the Commission on 2/8/99.

14 TYPE OF REPORTING PERSON*

HC, CO

SCHEDULE 13D

CUSIP No. 068306109

Page 10 of 21 Pages

- 1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

THE APOTEX FOUNDATION, INC.
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*

OO
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION

NEW JERSEY, USA
- | | | |
|--------------|----|--------------------------|
| NUMBER OF | 7 | SOLE VOTING POWER |
| SHARES | | 0 |
| BENEFICIALLY | 8 | SHARED VOTING POWER |
| OWNED BY | | 275,000 |
| EACH | 9 | SOLE DISPOSITIVE POWER |
| REPORTING | | 0 |
| PERSON | 10 | SHARED DISPOSITIVE POWER |
| WITH | | 275,000 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

275,000
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES*
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.2%

Based on 22,723,448 shares of Common Stock outstanding at the close of
business on December 31, 1998 as reported in the Issuer's Form 10-Q
filed with the Commission on 2/8/99.
- 14 TYPE OF REPORTING PERSON*

CO

SCHEDULE 13D

Item 1. Security and Issuer

The title and class of equity security to which this statement relates is: Common Stock, par value \$0.01 per share ("Common Stock"). The name and address of the principal executive office of the issuer is: Barr Laboratories, Inc. (the "Issuer"), Two Quaker Road, P.O. Box 2900, Pomona, New York 10970-0519.

Item 2. Identity and Background

- (a) This statement is being filed jointly by the following parties: (i)

Bernard C. Sherman ("Dr. Sherman"), who has shared voting and dispositive control, as a trustee and officer, of The Apotex Foundation, Inc. ("Apotex Foundation"), and who has sole voting and dispositive control, as the sole trustee, of the Bernard and Honey Sherman Trust ("Sherman Trust"), and who owns 99% of the outstanding capital stock of Sherman Holdings Inc. ("Sherman Holdings"); (ii) Sherman Trust which owns 99% of the common stock of Shermco Inc. ("Shermco"); (iii) Sherman Holdings which owns 99% of the preferred stock of Shermco; (iv) Shermco which owns all of the outstanding capital stock of Sherfam Inc. ("Sherfam"); (v) Sherfam which owns all of the outstanding capital stock of Apotex Holdings Inc. ("Apotex"); (vi) Apotex which owns all of the outstanding capital stock of Shermfin Corp. ("Shermfin"); (vii) Shermfin which owns all of the outstanding capital stock of Sherman Delaware, Inc. ("SDI"); (viii) SDI which directly owns Common Stock of the Issuer; and (ix) Apotex Foundation which directly owns Common Stock of the Issuer (individually, a "Reporting Person" and, collectively, the "Reporting Persons").*

For each of the corporations (or trusts) listed above, the following is a list of each executive officer, director and person controlling such corporation and each executive officer and director of any corporation or other person ultimately in control of such corporation (or trust):

(i) Sherman Trust:

Sole Trustee: Bernard C. Sherman

(ii) SHI:

Directors: Bernard C. Sherman
Michael ("Meyer") F. Florence

Officers: Bernard C. Sherman President and Secretary
Michael F. Florence Vice President
Edward Florence Vice President

* Neither the present filing nor anything contained herein shall be construed as an admission that any Reporting Person constitutes a "person" for any purpose other than Section 13(d) of the Act.

(iii) Shermco:

Directors: Bernard C. Sherman
Michael F. Florence
Jacob ("Jack") M. Kay
R. Craig Baxter

Officers: Bernard C. Sherman Chairman of the Board
Michael F. Florence President
Jacob M. Kay Vice President
R. Craig Baxter Vice President and Secretary

(iv) Sherfam:

Directors: Bernard C. Sherman
Michael F. Florence
Jacob M. Kay
R. Craig Baxter

Officers: Bernard C. Sherman Chairman of the Board
Michael F. Florence President
Jacob M. Kay Vice President
R. Craig Baxter Vice President, Secretary
and Treasurer

(v) Apotex:

Directors: Bernard C. Sherman
Michael F. Florence
R. Craig Baxter

Officers: Bernard C. Sherman President
Michael F. Florence Vice President
R. Craig Baxter Secretary and Treasurer

(vi) Shermfin:

Directors: Bernard C. Sherman
Michael F. Florence

Officers: Bernard C. Sherman President
Michael F. Florence Vice President, Treasurer
and Secretary
R. Craig Baxter Controller

(vii) SDI:

Directors: Bernard C. Sherman
Michael F. Florence

Officers: Bernard C. Sherman President
Michael F. Florence Vice President
R. Craig Baxter Secretary and Treasurer

(viii) Apotex Foundation:

Trustees: Bernard C. Sherman
Jacob M. Kay
Michael F. Florence

Officers: Bernard C. Sherman President
Jacob M. Kay Secretary
Michael F. Florence Treasurer

(b) The principal business or residence address of each of the persons listed in Item 2(a) above is as follows:

- (i) Dr. Sherman, Apotex Foundation, Sherman Trust, Sherman Holdings, Shermco, Sherfam, Apotex, Shermfin and SDI each have a principal business address at 150 Signet Drive, Weston, Ontario, Canada M9L 1T9.
- (ii) Dr. Sherman has a residence address at 50 Old Colony Road, Toronto, Ontario, Canada M2L 2K1.
- (iii) Michael F. Florence has a residence address at 103 Vesta Drive, Toronto, Ontario, Canada M5P 2Z8.
- (iii) Edward Florence has a residence address at 62 Prince Charles Drive, North York, Ontario, Canada M6A 2H5.
- (iv) Jacob M. Kay has a residence address at 23 Bryson Drive, Richmond Hill, Ontario, Canada L4C 6E2.
- (v) R. Craig Baxter has a residence address at 108 Westwood Lane, Richmond Hill, Ontario, Canada L4C 6Y3.

(c) The principal business of each of the persons listed in Item 2(a) above is as follows:

- (i) Sherman Trust: Family Trust
- (ii) SHI: Holding Company
- (iii) Shermco: Holding Company

- (iv) Sherfam: Holding Company
- (v) Apotex: Holding Company
- (vi) Shermfin: Holding Company
- (vii) SDI: Holding Company
- (viii) Apotex Foundation: Private Foundation
- (ix) Bernard C. Sherman: Chairman of the Board of the Issuer from July

1981 to January 1993 and currently a Director of the Issuer, a pharmaceutical company engaged in the development, manufacture and marketing of generic and proprietary prescription pharmaceuticals. Dr. Sherman is Chief Executive Officer and Chairman of the Board of Apotex, Inc., a Canadian manufacturer of generic and brand name drugs. He is also Chairman of the Board of Cangene Corporation, President of SDI, President of Shermfin, President of Apotex, a Director of Citadel Gold Mines, Inc., sole Trustee of Sherman Trust and a Trustee and President of Apotex Foundation.

(x) Michael F. Florence: Elected a Director of the Issuer in February 1988. Mr. Florence has been President of Sherfam since 1989. He is also Vice President of Shermfin, Vice President of Apotex, Inc. and Vice President of SDI. From January 1964 through April 1989, Mr. Florence was a partner in Wm. Eisenberg & Co., Canadian Chartered Accountants. He is President and a Director of Citadel Gold Mines, Inc. and a Director of Nutrition for Life International, Inc. Mr. Florence and Dr. Sherman are brothers-in-law.

(xi) Jacob M. Kay: Elected a Director of the Issuer in December 1994. Mr. Kay is President of Apotex, Inc., and also serves as Chairman of the Canadian Drug Manufacturers Association. He is also a Director of York Finch Hospital (Toronto), Cangene Corporation and Humber River Regional Hospital.

(xii) R. Craig Baxter: Vice President, Secretary and Treasurer of Sherfam, Secretary and Treasurer Apotex, Vice President and Secretary, Controller of Shermfin and Controller of SDI.

(xiii) Edward Florence: Vice President of SHI.

(d) During the past five years, none of the Reporting Persons or, to the best knowledge and belief of the Reporting Persons, any of the persons listed in Item 2(a) above has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the Reporting Persons or, to the best knowledge and belief of the Reporting Persons, any of the persons listed in Item 2(a) above has

been or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation, relating to such laws, except for those persons set forth below:

In July 1994, Dr. Sherman and Shermfin consented to the issuance of an Order of the Commission that they cease and desist from violations of certain provisions of the Exchange Act. This Order was consented to without admitting or denying the findings of the Commission that there had been a failure to file reports of beneficial ownership of the common stock of Kinesis, Inc. ("Kinesis") with the Commission on Form 3 and Schedule 13G. Kinesis was a company formed to develop certain sports related products, never had any operations and was dissolved in March 1994. The Issuer had no relationship with Kinesis.

(f) The citizenship of each of the persons listed in Item 2(a) above is as follows:

- | | |
|--------------------|--|
| (i) Sherman Trust: | Trust formed under the laws of Ontario, Canada |
| (ii) SHI: | Ontario Business Corporation |
| (iii) Sherfam: | Ontario Business Corporation |
| (iv) Shermco: | Ontario Business Corporation |
| (v) Apotex: | Ontario Business Corporation |
| (vi) Shermfin: | Delaware Corporation |
| (vii) SDI: | Delaware Corporation |

- (viii) Apotex Foundation: New Jersey Not-For-Profit Corporation
- (ix) Bernard C. Sherman: Ontario, Canada
- (x) Michael F. Florence: Ontario, Canada
- (xi) Edward Florence: Ontario, Canada
- (xii) Jacob M. Kay: Ontario, Canada
- (xiii) R. Craig Baxter: Ontario, Canada

Item 3. Source and Amount of Funds or Other Consideration

With respect to the shares owned by SDI which are covered by this statement, the shares were acquired prior to the date the Common Stock was registered pursuant to Section 12 of the Act. The source of funds which SDI acquired such shares was from capital contributions of Dr. Sherman to SDI from his personal funds.

With respect to the shares owned by Apotex Foundation which are covered by this statement, the shares were donated to Apotex Foundation by SDI.

Item 4. Purpose of Transaction

The Issuer filed a Registration Statement on Form S-1 to register the sale of 1,500,000 shares of Common Stock in a public offering and, simultaneously with the Registration Statement, registered the Common Stock on Form 8-A under Section 12(g) of the Act. The Commission declared the Registration Statement effective on June 11, 1987 (the "Effective Date"). On the Effective Date, Dr. Sherman was the indirect beneficial owner, by virtue of the relationships described in Item 2(a) above, of 5,028,276 shares of Common Stock owned beneficially by SDI and 150 shares of Common Stock owned beneficially by Sherfam Industries, Inc., a Ontario business corporation and wholly owned subsidiary of Shermco ("Sherfam Industries"), which shares represented 66.6% of the total issued and outstanding Common Stock of the Issuer.

In December 1989, SDI acquired 11,500 shares of Common Stock at \$4.75 per share in an open market transaction. On December 31, 1989, Dr. Sherman was indirectly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 5,039,926 shares of Common Stock, which shares represented 66.4% of the total issued and outstanding Common Stock of the Issuer.

In January 1991, Dr. Sherman acquired 370,000 shares of Common Stock at \$8.25 per share upon the conversion of a \$3 million loan to the Issuer. In May 1991, Dr. Sherman acquired 240,000 shares of Common Stock at \$12.50 per share upon the conversion of a \$3 million loan to the Issuer. The 610,000 shares of Common Stock acquired by Dr. Sherman in 1991 represented 7.3% of the total issued and outstanding shares of Common Stock of the Issuer as of December 31, 1991. In October 1991, Sherfam Industries sold 150 shares of Common Stock to a broker in a private transaction at \$35.25 per share. In October 1991, in a series of transactions, SDI sold 11,500 shares of Common Stock in public market transactions at an average price of \$34.47 per share. On December 31, 1991, Dr. Sherman was indirectly or directly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 5,638,276 shares of Common Stock, which shares represented 67.5% of the total issued and outstanding Common Stock of the Issuer.

During 1992, Dr. Sherman acquired 250,000 shares of Common Stock at \$8.75 per share upon the exercise of a warrant granted by the Issuer in 1991, which shares represented 2.9% of the total issued and outstanding shares of Common Stock of the Issuer as of December 31, 1992. Dr. Sherman sold 250,000 shares of Common Stock to SDI at \$8.75 per share on August 21, 1992. On December 31, 1992, Dr. Sherman was indirectly or directly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 5,888,276 shares of Common Stock, which shares represented 68.2% of the total issued and outstanding Common Stock of the Issuer.

During 1993, Dr. Sherman sold 610,000 shares of Common Stock to SDI at \$9.00 per share, which shares represented 7% of the total issued and outstanding

shares of Common Stock of the Issuer as of December 31, 1993. On December 31, 1993, Dr. Sherman was indirectly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of

5,888,276 shares of Common Stock, which shares represented 67.8% of the total issued and outstanding Common Stock of the Issuer.

During 1995, Glastex Investments, Inc., a Delaware corporation and wholly owned subsidiary of Shermfin ("Glastex"), purchased 220,358 shares of Common Stock at \$21.25 per share in a public market transaction, which shares represented 2.4% of the total issued and outstanding shares of Common Stock of the Issuer as of December 31, 1995. On December 31, 1995, Dr. Sherman was indirectly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 6,108,634 shares of Common Stock, which shares represented 65.6% of the total issued and outstanding Common Stock of the Issuer.

During 1996, pursuant to a 3 for 2 stock split of the Issuer: (i) SDI acquired 2,944,138 shares of Common Stock of the Issuer and (ii) Glastex acquired 110,179 Common Stock of the Issuer. On December 31, 1996, Dr. Sherman was indirectly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 9,162,951 shares of Common Stock, which shares represented 65.2% of the total issued and outstanding Common Stock of the Issuer.

During 1997, pursuant to a 3 for 2 stock split of the Issuer: (i) SDI acquired 4,416,207 shares of Common Stock of the issuer and (ii) Glastex acquired 165,268 shares of Common Stock of the Issuer. On December 31, 1997, Dr. Sherman was indirectly, by virtue of the relationships described in Item 2(a) above, the beneficial owner of 13,744,426 shares of Common Stock, which shares represented 63.7% of the total issued and outstanding Common Stock of the Issuer.

In March 1998, SDI and Glastex sold 2,984,195 and 495,805 shares, respectively, of Common Stock at \$35.50 per share in a public offering pursuant to a Registration Statement on Form S-3 of the Issuer. In April 1998, SDI donated 250,000 shares of Common Stock to Apotex Foundation. In June 1998, SDI donated 100,000 shares of Common Stock to Apotex Foundation. During November and December 1998, Apotex Foundation sold an aggregate of 75,000 shares of Common Stock in public market transactions, which transactions are described in Item 5(c) below. On December 31, 1998, the Reporting Persons were, by virtue of relationships described in Item 2(a) above, the indirect and direct beneficial owners of Common Stock as described in Items 5(a) and (b) below.

The beneficial ownership of Common Stock by the Reporting Persons described herein has been disclosed in numerous filings by the Issuer with the Commission, including the Registration Statements mentioned above and the Issuer's annual proxy statements.

The Reporting Persons acquired the Common Stock of the Issuer to which this Schedule 13D relates solely for investment purposes. Dr. Sherman was Chairman of the Board of the Issuer from July 1981 through January 1993 and is currently a Director of the Issuer. Other than Dr. Sherman's representation on the Board of Directors of the Issuer, the Reporting Persons do not have any present plans or proposals which relate to or would result in actions referred in clauses (a) through (j) of Item 4 of Schedule 13D. Each of the Reporting Persons expects to evaluate on an ongoing basis the Issuer's financial condition, business, operations and prospects, the market price of the Common Stock, conditions in the securities markets generally, general economic conditions and other factors. Accordingly, each Reporting Person reserves the right to change its plans and intentions at any time, as it deems appropriate. In particular, any Reporting

Person may purchase additional shares of Comon Stock, or may sell or otherwise dispose of all or portions of the Common Stock beneficially owned by such Reporting Person, in public and private transactions and/or may enter into privately negotiated derivative transactions with institutional counterparts to hedge the market risk of some or all of its positions in, or to obtain greater exposure to, the Common Stock or other securities. Any such transactions may be effected at any time or from time to time, subject to any applicable limitations imposed on the sale of any of their Common Stock by the Act.

Item 5. Interest in Securities of the Issuer

(a) and (b)

<TABLE>
<CAPTION>

Reporting Person	Amount Beneficially Owned	Percent of Class	Sole Power to Vote or Direct the Vote	Shared Power to Vote or Direct the Vote	Sole Power to Dispose or Direct the Disposition of	Shared Power to Dispose or Direct the Disposition of
<S>	<C>	<C>	<C>	<C>	<C>	<C>
1. Sherman	10,189,426 (1) (2)	44.8%	0	10,189,426	0	10,189,426
2. Sherman Trust	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
3. SHI	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
4. Shermco	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
4. Sherfam	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
5. Apotex	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
6. Shermfin	9,914,426 (1)	43.6%	0	9,914,426	0	9,914,426
7. SDI	9,914,426	43.6%	0	9,914,426	0	9,914,426
8. Apotex Foundation	275,000	1.2%	0	275,000	0	275,000

(1) By virtue of the relationships described in Item 2(a) above, Dr. Sherman, Sherman Trust, SHI, Shermco, Sherfam, Apotex and Shermfin may be deemed to possess indirect beneficial ownership of the shares of Common Stock beneficially owned by SDI.

(2) By virtue of the relationships described in Item 2(a) above, Dr. Sherman may be deemed to possess indirect beneficial ownership of the shares of Common Stock beneficially owned by Apotex Foundation. Dr. Sherman disclaims beneficial ownership of the shares of Common Stock beneficially owned by Apotex Foundation.

The filing of this statement by Dr. Sherman, Sherman Trust, SHI, Shermco, Sherfam, Apotex and Shermfin shall not be construed as an admission that any of Dr. Sherman, Sherman Trust, SHI, Shermco, Sherfam, Apotex or Shermfin, is, for the purposes of Section 13(d) or Section 13(g) of the Act, the beneficial owner of any securities covered by this statement.

Because of the relationships described in Item 2(a) above, the Reporting Persons may be deemed to constitute a "group" within the meaning of Rule 13d-5 under the Act, and as such, each member of the group would be deemed to beneficially own, in the aggregate, all the

shares of Common Stock held by members of the group. The Reporting Persons disclaim membership in a group.

(c) The following purchases or sales of Common Stock have been made by the Reporting Persons in the past sixty days:

<TABLE>
<CAPTION>

Reporting Person	Date of the Transaction	Amount of Securities Involved	Price per Share or Unit	Acquired (A) or Disposed (D)	Where and How Transaction was Effected
<S>	<C>	<C>	<C>	<C>	<C>
Apotex Foundation	11-16-98	13,600	\$40.2105	D	Securities sold on open market through a broker
Apotex Foundation	11-17-98	10,400	\$40.0000	D	Securities sold on open market through a broker
Apotex Foundation	11-17-98	1,000	\$40.1250	D	Securities sold on open market through a

					broker
Apotex Foundation	12-11-98	21,800	\$46.6548	D	Securities sold on open market through a broker
Apotex Foundation	12-14-98	3,200	\$45.2500	D	Securities sold on open market through a broker
Apotex Foundation	12-21-98	10,600	\$46.2500	D	Securities sold on open market through a broker
Apotex Foundation	12-22-98	3,000	\$45.0000	D	Securities sold on open market through a broker
Apotex Foundation	12-23-98	3,000	\$45.0000	D	Securities sold on open market through a broker
Apotex Foundation	12-29-98	1,400	\$46.0312	D	Securities sold on open market through a broker
Apotex Foundation	12-29-98	3,000	\$46.0000	D	Securities sold on open market through a broker
Apotex Foundation	12-30-98	3,000	\$46.0000	D	Securities sold on open market through a broker
Apotex Foundation	12-31-98	1,000	\$47.2500	D	Securities sold on open market through a broker

</TABLE>

(d) No person other than the Reporting Persons, with respect to the Common Stock beneficially owned by each of them, has any right to receive or the power to direct the receipt of dividends from or the proceeds from the sale of the Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

There are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between the Reporting Persons and any other person with respect to the securities of the Issuer except for those set forth below:

All of the shares of Common Stock of the Issuer held of record by SDI have been pledged, pursuant to a Pledge Agreement dated April 30, 1996, between SDI and Bank of Montreal, as Agent (the "Bank"), to secure a guaranty by SDI of an affiliate's loan obligations to the Bank. The Pledge Agreement contains standard default and similar provisions which give the Bank the voting and/or investment power over such Common Stock in the event SDI defaulted on its obligations under the guaranty.

The foregoing descriptions in this Schedule 13D of the Pledge Agreement are

qualified in their entirety by reference to the Pledge Agreement, a copy of which is filed as Exhibit B hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

A copy of the agreement between the Reporting Persons that this Schedule 13D is filed on behalf of each of them is attached hereto as Exhibit A.

A copy of the Pledge Agreement described in Item 6 above is attached hereto as Exhibit B.

SIGNATURE

After reasonable inquiry and to the best of my knowledge, I certify that the information set forth in this statement is true, complete and correct.

DATE: March 26, 1999

/s/ Bernard C. Sherman

BERNARD C. SHERMAN

BERNARD AND HONEY SHERMAN TRUST

By: /s/ Bernard C. Sherman

Bernard C. Sherman
Sole Trustee

SHERMAN HOLDINGS INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERMCO INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERFAM INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

APOTEX HOLDINGS INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERMFIN CORP.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERMAN DELAWARE, INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

THE APOTEX FOUNDATION, INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

EXHIBIT INDEX

EXHIBIT

DESCRIPTION

A

Agreement Between Reporting Persons

EXHIBIT A

AGREEMENT BETWEEN REPORTING PERSONS

This will confirm the agreement by and between the undersigned that the Schedule 13D filed on or about this date with respect to the beneficial ownership of the undersigned of shares of Common Stock of Barr Laboratories, Inc., a New York corporation, is being filed on behalf of each of the parties named below.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

DATE: March 26, 1999

/s/ Bernard C. Sherman

BERNARD C. SHERMAN

BERNARD AND HONEY SHERMAN TRUST

APOTEX HOLDINGS INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
Sole Trustee

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERMAN HOLDINGS INC.

SHERMFIN CORP.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERMCO INC.

SHERMAN DELAWARE, INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
Sole Trustee

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SHERFAM INC.

THE APOTEX FOUNDATION, INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
Sole Trustee

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

EXHIBIT B

PLEDGE AGREEMENT

THIS AGREEMENT is made between:

SHERMAN DELAWARE INC.
150 Signet Drive
Weston, Ontario
M9L 1T9

(the "Pledgor")

- and -

BANK OF MONTREAL, as Agent
24th Floor
1 First Canadian Place
Toronto, Ontario
M5X 1A1

(the "Agent")

OF THE SECOND PART

WHEREAS it is intended that the Agent shall hold the benefit of the security constituted by this agreement as agent for and on behalf of itself and such other parties being collectively referred to herein as the "Secured Parties");

NOW THEREFORE for good and valuable consideration, the other parties as the Agent may declare in writing from time to time (the Agent and receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees and covenants with the Agent and the Secured Parties as follows:

1. Creation of Security Interest

As continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Pledgor to the Secured Parties, present and future, direct or indirect, contingent or absolute, and specifically including the obligations of the Pledgor arising under guarantees

given by the Pledgor to the Secured Parties in respect of the obligations of others (collectively, the "Obligations"), the Pledgor hereby grants, mortgages, charges, transfers, assigns and creates to and in favour of the Agent a security interest in the following:

- (a) the shares described in Schedule "A" attached hereto;
- (b) all other present and future securities held by the Pledgor in the capital stock of the corporations mentioned in Schedule "A" attached hereto, including shares, options, rights, warrants, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Pledgor in any of the said corporations; and including uncertificated securities within the meaning of Part VI (Investment Securities) of the Business Corporations Act (Ontario) and all substitutions therefor;

(the collateral described in paragraphs (a) and (b) above being herein collectively called the "Securities"); and

- (c) all income derived from or in respect of the Securities, including without limiting the generality of the foregoing, all interest and dividends (whether in the form of cash, securities or any other property); all monies and property received or receivable in the nature of the return or repayment of capital in respect of the Securities; and all property in any form derived directly or indirectly from any dealing with the Securities or the proceeds therefrom ("Proceeds").

The Securities and Proceeds are collectively called the "Collateral". Any reference in this agreement to Collateral shall mean Collateral or any part thereof, unless the context otherwise requires.

The grants, mortgages, charges, transfers, assignments and security interests herein created are collectively called the "Security Interest".

2. Registration of Securities

Until further notice by the Agent, the certificates representing the Securities may remain registered in the name of the Pledgor, and the Pledgor shall at the option of the Agent either duly endorse such certificates in blank for transfer or execute stock powers of attorney in respect thereof; in either

case with signatures guaranteed and with all documentation being in form and substance satisfactory to the Agent and the transfer agent appointed from time to time in respect of the Securities. At any time and from time to time upon request by the Agent, the Pledgor shall cause any or all of the Securities to be registered in the name of the Agent or its nominee, and the Agent is hereby appointed the irrevocable attorney of the Pledgor with full power of substitution to cause any or all of the Securities to be registered in the name of the Agent or its nominee.

3. Further Description of Collateral

Without limiting the generality of the description of Collateral as set out in paragraph 1, for greater certainty the Collateral shall include all present and future Securities described in any Schedule attached hereto. The Pledgor agrees to promptly inform the Agent in writing of the acquisition by the Pledgor of any Securities (including any Securities received by the Pledgor as Proceeds of other Securities), and the Pledgor hereby constitutes and appoints the Agent or any officer thereof as its true, lawful and irrevocable attorney, with full power of substitution, to attach additional schedules to this agreement from time to time to identify any additional Securities which are so intended to be subject to the Security Interest.

4. Attachment

The parties acknowledge that value has been given; the Pledgor has rights in the Collateral; and the parties have not agreed to postpone the time for attachment of the Security Interest. In respect of Collateral in which the Pledgor obtains an interest after the execution and delivery of this agreement, the Security Interest shall attach thereto immediately upon the Pledgor obtaining such rights.

5. Voting Rights

Until the Pledgor defaults in the payment or performance of any of the Obligations:

- (a) the Pledgor shall be entitled to exercise all voting rights attached to the Securities and give consents, waivers and ratifications in respect thereof; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Agent or which would have the effect of reducing the value of the Securities as security for the Obligations or imposing any restriction on the transferability of any of the Securities; and
- (b) the Pledgor shall not exercise its voting rights attached to the Securities in connection with the following matters relating to the issuer of the Securities without the prior written consent of the Agent:
 - (i) the issuance of shares of any class in the capital stock of the issuer, or any subdivision or consolidation of any such shares; unless the shares so issued are concurrently pledged to the Agent by the holder thereof;
 - (ii) any plan of reorganization, merger, dissolution, liquidation, winding-up or other similar plan affecting the corporate structure or existence of the issuer; or
 - (iii) any amendment or other change to the constating documents of the issuer.

All such rights of the Pledgor to vote and give consents, waivers and ratifications shall cease immediately upon the occurrence and during the continuance of any default by the Pledgor in the performance of any of the Obligations.

6. Dealing with Proceeds

All Proceeds received by the Pledgor in respect of the Securities shall be received by the Pledgor as trustee for the Agent and shall be forthwith paid over to the Agent. Such Proceeds shall be applied against the Obligations or, at

the option of the Agent, shall remain subject to the Security Interest and shall be held as additional security for the Obligations.

7. Additional Covenants of Pledgor

The Pledgor covenants and agrees as follows:

Disposition of Collateral

- (a) not to sell, exchange, transfer, assign, lend or otherwise dispose of or deal in any way with the Collateral or any interest therein, or enter into any agreement or undertaking to do so;

Further Assurances

- (b) to do, make, execute and deliver such further and other assignments, transfers, deeds, security agreements and other documents as may be required by the Agent to establish in favour of the Agent the Security Interest intended to be created hereby and to accomplish the intention of this agreement; and

Payment of Expenses

- (c) to pay all expenses, including solicitors' and receivers' fees and disbursements, incurred by the Agent or its agents in connection with the preparation, perfection, preservation and enforcement of this agreement; including all expenses incurred by the Agent or such agents in dealing with other creditors of the Pledgor in connection with the establishment and confirmation of the priority of the Security Interest; all of which expenses shall be payable forthwith upon demand and shall form part of the Obligations.

8. Enforcement Upon Demand

The Obligations shall be due and payable and the Security Interest shall become enforceable upon demand, subject to any restrictions upon the Agent's right of demand which may be contained in any other written agreement made between the Agent and the Pledgor from time to time.

9. Remedies

Upon the Security Interest becoming enforceable, in addition to any other remedies available at law or equity or contained in any other agreement between the Pledgor and the Agent, the Agent may:

- (a) obtain possession of any Securities which it does not already hold, by any method permitted by law;
- (b) realize upon, collect, sell, transfer, assign, give options to purchase, or otherwise dispose of and deal with the Collateral or any part thereof;
- (c) notify any parties obligated in respect of any Proceeds to make payment thereof to the Agent;
- (d) exercise all voting rights attached to the Securities (whether or not registered in the name of the Agent or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the absolute owner thereof;
- (e) exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Securities as if it were the absolute owner thereof including, without limitation, the right to exchange at its discretion any and all of the Securities upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any of the Securities, and in connection therewith, to deposit and deliver any of the Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability

except to account for property actually received by it;

- (f) comply with any limitation or restriction in connection with any proposed sale or other disposition of the Securities as may be necessary in order to comply with applicable law or regulation or any policy imposed by any stock exchange, securities commission or other governmental or regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to

have been made in a commercially reasonable manner, nor shall the Agent be liable or accountable to the Pledgor for any discount in the sale price of the Securities which may be given by reason of the fact that such Securities are sold in compliance with any such limitation or restriction;

- (g) purchase any or all of the Securities, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and
- (h) file proofs of claim and other documents in order to have the claims of the Agent lodged in any bankruptcy, winding-up, or other judicial proceeding relating to the Pledgor.

10. Failure of Agent to Exercise Remedies

The Agent shall not be liable for any delay or failure to enforce any remedies available to it or to institute any proceedings for such purposes.

11. Application of Payments

All payments made in respect of the Obligations and all monies received by the Agent in respect of the enforcement of the Security Interest may be held as security for the Obligations or applied in such manner as may be determined in the discretion of the Agent, and the Agent may at any time apply or change any such appropriation of such payments or monies to such part or parts of the Obligations as the Agent may determine in its discretion. The Pledgor shall remain liable to the Agent for any deficiency; and any surplus funds realized after the satisfaction of all Obligations shall be paid in accordance with applicable law.

12. Dealings by Agent

The Agent may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, and otherwise deal with the Collateral, the Pledgor, debtors of the Pledgor, sureties of the Pledgor, and others as the Agent may see fit, without prejudice to the Obligations and the rights of the Agent to hold and realize upon the Security Interest. The Agent has no obligation to keep Collateral identifiable.

13. Notice

Without prejudice to any other method of giving notice, any notice required or permitted to be given hereunder to any party shall be conclusively deemed to have been received by such party on the date following the sending thereof by prepaid private courier to such party at its address noted on the first page of this agreement.

14. Separate Security

This agreement and the Security Interest are in addition to and not in substitution for any other security now or hereafter held by the Agent in respect of the Pledgor, the Obligations or the Collateral.

15. Severability

If any provision of this agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

16. Further Assurances; Power of Attorney

The Pledgor hereby agrees that immediately upon request by the Agent it shall execute and deliver all documents and take all actions as may be necessary or desirable to perform its obligations hereunder and carry out the intention of this agreement. If the Pledgor does not take any such action or execute and deliver any such document within two (2) days after receipt of a written request from the Agent, it hereby constitutes and appoints the Agent or any officer thereof as its true, lawful and irrevocable attorney, with full power of substitution, to execute all documents and take all actions as may be necessary or desirable to perform any obligations of the Pledgor arising pursuant to this agreement, and in executing such documents and taking such actions, to use the name of the Pledgor whenever and wherever it may be considered necessary or expedient.

17. Entire Agreement

This agreement, including any schedules attached hereto, constitutes the entire agreement between the Pledgor and the Agent relating to the subject-matter hereof, and no amendment shall be effective unless made in writing. There are no representations, warranties or collateral agreements in effect between the Pledgor and the Agent relating to the subject-matter hereof; and possession of an executed copy of this agreement by the Agent constitutes conclusive evidence that it was executed and delivered by the Pledgor free of all conditions.

18. Governing Law; Attornment

This agreement shall be interpreted in accordance with the laws of the Province of Ontario, and without prejudice to the ability of the Agent to enforce this agreement in any other proper jurisdiction, the Pledgor hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario.

19. Conflict with Other Agreements

This Agreement is given subject to the proviso that if any provision of this agreement is inconsistent with any provision in any other written agreement made between the Pledgor and the

Agent, then before the Security Interest becomes enforceable the applicable provision of such other agreement shall govern, and after the Security Interest becomes enforceable the applicable provision of this agreement shall govern.

20. Successors and Assigns

This agreement shall extend and enure to the benefit of the Agent and the Secured Parties and their respective successors and permitted assigns, and shall be binding upon the Pledgor and its successors; "successors" includes any corporation resulting from the amalgamation of a corporation with any other corporation.

21. Copy of Agreement

The Pledgor acknowledges receipt of an executed copy of this agreement.

IN WITNESS WHEREOF this agreement has been executed, sealed and delivered by the Pledgor under the hand of its proper officer duly authorized in that behalf, this 30th day of April, 1996.

SHERMAN DELAWARE INC.

By: /s/ Bernard C. Sherman

Bernard C. Sherman
President

SCHEDULE "A"
to the Pledge Agreement provided by
Sherman Delaware Inc.

1. 8,832,414 common shares of Barr Laboratories Inc.