

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

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): July 25, 2009		
LEXARIA CORP. (Exact name of registrant as specified in its charter)		
Nevada (State or other jurisdiction of incorporation)	333-132134 (Commission File Number)	20-2000871 (IRS Employer Identification No.)
#604 – 700 West Pender Street, Vancouver, British Columbia, Canada V6C 1G8		
Registrant's telephone number, including area code: (604) 602-1675		
(Former name or former address, if changed since last report.)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

Item 2.04 Decrease in Direct Financial Obligation

Item 3.02 Unregistered Sales of Equity Securities

On July 24, 2009, the Company closed its oversubscribed private placement from July 10, 2009, which comprised of the sale of 4,545,000 units at a unit price of \$0.05 per Unit. This was comprised of a partial debt settlement of \$45,000 dated October 27, 2008 and net proceeds received of \$182,250. Each Unit is comprised of one restricted common share and one warrant (the "Warrant") to purchase one additional share of common stock, exercisable for a period of two years from the closing of this offering. The exercise price of the Warrants is \$0.20. Assuming that all of the Warrants are exercised by the holders, the gross proceeds received by the Company from the Warrants will equal approximately \$909,000.

No commissions are being paid on this equity financing which is being issued only to accredited investors.

The Company issued the shares and share purchase warrants to three (3) US persons pursuant to the exemption from registration provided for under Rule 506 Regulation D, promulgated under the United States Securities Act 1933, as amended.

The Company issued the shares and share purchase warrants to thirteen (13) non-US persons in an off-shore transaction pursuant to the exemption from registration provided for under Regulation S, promulgated under the United States Securities Act of 1933, as amended.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit No.	Description
20.1	Shares for Debt Settlement (1)
20.2	Shares for Debt Settlement (2)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 28, 2009

Lexaria Corp.

(Signature) By: "/s/ Chris Bunka"
Chris Bunka
President & CEO

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 9th day of July 2009.

BETWEEN:

LEXARIA CORP., a company duly incorporated under the laws of the Province of British Columbia and having its registered and records office at Suite 604 – 700 West Pender Street, Vancouver, BC, V6C 1G8 Ph 604-602-1675 FAX 604-685-1602

(the “Company”)

OF THE FIRST PART

AND:

C.A.B. FINANCIAL SERVICES LTD. of 5774 Deadpine Drive, Kelowna BC V1P1A3

(the “Creditor”)

OF THE SECOND PART

WHEREAS:

A. The Company is indebted to the Creditor in the amount of CAD **\$300,000.00** (the “Debt”); and

B. The Company wishes to settle a portion of the Debt, namely US **\$40,000.00**, by allotting and issuing securities in the capital of the Company to the Creditor and the Creditor is prepared to accept such securities in full satisfaction of that portion of the Debt only. The Company will remain indebted to the Creditor in the amount of **CAD\$253,510.00** after the completion of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. **ALLOTMENT AND ISSUANCE OF SECURITIES**

2.1 The Company agrees to allot and issue to the Creditor 800,000 shares in the capital of the Company (the “Shares”) at a deemed price of US\$0.05 per Share for each US\$0.05 of indebtedness, and for each such share so issued, will issue one warrant to purchase a further share of the Company at a price of US\$0.20 per share for a term of two years (the “Warrants”) as full and final payment of \$40,000.00 worth of the Debt and the Creditor agrees to accept the Shares and Warrants as full and final payment of \$40,000.00 worth of the Debt, leaving the Company indebted to the Creditor in the amount of CAD\$253,510.00 following this transaction.

2.2 The Creditor hereby agrees that, upon delivery of the Shares and the Warrants by the Company in accordance with the provisions of this Agreement, that \$40,000 of the Debt will be fully satisfied and extinguished effective as of the date set out above, and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to this \$40,000 Debt.

3. **REGULATORY RESTRICTIONS**

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on exemptions from the registration requirements of the *U.S. Securities Act of 1933*. The shares and warrants have not been registered under the *U.S. Securities Act of 1933* and may not be offered or sold in the United States or to U.S. persons unless registered under such Act or an exemption from the registration requirements of such act, as available.
- (b) the Creditor will be the beneficial owner of the Shares;
- (c) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public;
- (d) the Creditor is an accredited investor; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the *U.S. Securities Act of 1933* on the Creditor respecting disposition of the Shares.
- (f) the Shares and Warrants to be issued in satisfaction of the debt will be subject to the following legend:

“The securities evidenced by this certificate have not been registered under the United States Securities Act of 1933, as amended, or any applicable U.S. State securities law, and no interest therein may be sold, distributed, assigned, offered, pledged or otherwise transferred or disposed of unless (a) there is an effective registration statement under such act and applicable United States State securities laws covering any such transaction involving said securities, or (b) this corporation receives an opinion of legal counsel for the holder of these securities (concurrent in by legal counsel for this corporation) stating that such transaction is exempt from registration, or (c) this corporation otherwise satisfies itself that such transaction is exempt from registration.”

4. **GENERAL PROVISIONS**

4.1 Time shall be of the essence of this Agreement.

4.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

4.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

4.4 This Agreement shall be governed by and construed in accordance with the laws of the United States.

4.5 All dollar amounts referred to in this Agreement have been expressed in United States currency, unless otherwise indicated.

4.6 This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year first above written.

SIGNED, SEALED and DELIVERED by **CHRIS BUNKA** in)
the presence of:)
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Signature)
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Address)
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)
)
Occupation)
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CHRIS BUNKA

LEXARIA CORP.)
)
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Authorized Signatory)
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)
)
Authorized Signatory)
)

Please provide the following information:

Creditor's telephone number

Creditor's e-mail address

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 10th day of July 2009.

BETWEEN:

LEXARIA CORP., a company duly incorporated under the laws of the Province of British Columbia and having its registered and records office at Suite 604 – 700 West Pender Street, Vancouver, BC, V6C 1G8 Ph 604-602-1675 FAX 604-685-1602

(the “Company”)

OF THE FIRST PART

AND:

MORGAN BUNKA. of 483 Holbrook Rd, E, Kelowna BC V1X7H9

(the “Creditor”)

OF THE SECOND PART

WHEREAS:

A. The Company is indebted to the Creditor in the amount of CAD **\$200,000.00** (the “Debt”); and

B. The Company wishes to settle a portion of the Debt, namely US **\$5,000.00**, by allotting and issuing securities in the capital of the Company to the Creditor and the Creditor is prepared to accept such securities in full satisfaction of that portion of the Debt only. The Company will remain indebted to the Creditor in the amount of CAD**\$194,188.75** after the completion of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. **ALLOTMENT AND ISSUANCE OF SECURITIES**

2.1 The Company agrees to allot and issue to the Creditor 100,000 shares in the capital of the Company (the “Shares”) at a deemed price of US\$0.05 per Share for each US\$0.05 of indebtedness, and for each such share so issued, will issue one warrant to purchase a further share of the Company at a price of US\$0.20 per share for a term of two years (the “Warrants”) as full and final payment of \$5,000.00 worth of the Debt and the Creditor agrees to accept the Shares and Warrants as full and final payment of \$5,000.00 worth of the Debt, leaving the Company indebted to the Creditor in the amount of CDN\$194,188.74 following this transaction.

2.2 The Creditor hereby agrees that, upon delivery of the Shares and the Warrants by the Company in accordance with the provisions of this Agreement, that \$5,000 of the Debt will be fully satisfied and extinguished effective as of the date set out above, and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to this \$5,000 Debt.

3. **REGULATORY RESTRICTIONS**

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on exemptions from the registration requirements of the *U.S. Securities Act of 1933*. The shares and warrants have not been registered under the *U.S. Securities Act of 1933* and may not be offered or sold in the United States or to U.S. persons unless registered under such Act or an exemption from the registration requirements of such act, as available.
- (b) the Creditor will be the beneficial owner of the Shares;
- (c) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public;
- (d) the Creditor is an accredited investor; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the *U.S. Securities Act of 1933* on the Creditor respecting disposition of the Shares.
- (f) the Shares and Warrants to be issued in satisfaction of the debt will be subject to the following legend:

“The securities evidenced by this certificate have not been registered under the United States Securities Act of 1933, as amended, or any applicable U.S. State securities law, and no interest therein may be sold, distributed, assigned, offered, pledged or otherwise transferred or disposed of unless (a) there is an effective registration statement under such act and applicable United States State securities laws covering any such transaction involving said securities, or (b) this corporation receives an opinion of legal counsel for the holder of these securities (concurring in by legal counsel for this corporation) stating that such transaction is exempt from registration, or (c) this corporation otherwise satisfies itself that such transaction is exempt from registration.”

4. **GENERAL PROVISIONS**

4.1 Time shall be of the essence of this Agreement.

4.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

4.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

4.4 This Agreement shall be governed by and construed in accordance with the laws of the United States.

4.5 All dollar amounts referred to in this Agreement have been expressed in United States currency, unless otherwise indicated.

4.6 This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year first above written.

SIGNED, SEALED and DELIVERED by **MORGAN**)
BUNKA in the presence of:)
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Signature)
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Address)
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Occupation)
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MORGAN BUNKA

LEXARIA CORP.)
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Authorized Signatory)
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Authorized Signatory)
)

Please provide the following information:

Creditor's telephone number

Creditor's e-mail address