

Document 1: The Constitution Act, 1982 Extract

The Constitution Act, 1982

Citation: *The Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c.11

PART 1 CANADIAN CHARTER OF RIGHTS AND FREEDOMS

Whereas Canada is founded upon principles that recognize the supremacy of God and the rule of law:

Guarantee of Rights and Freedoms

Rights and freedoms in Canada

1. The *Canadian Charter of Rights and Freedoms* guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.

Fundamental Freedoms

Fundamental freedoms

2. Everyone has the following fundamental freedoms:
 - (a) freedom of conscience and religion;
 - (b) freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication;
 - (c) freedom of peaceful assembly; and
 - (d) freedom of association.

Democratic Rights

Democratic rights of citizens

3. Every citizen of Canada has the right to vote in an election of members of the House of Commons or of a legislative assembly and to be qualified for membership therein.

Maximum duration of legislative bodies

4. (1) No House of Commons and no legislative assembly shall continue for longer than five years from the date fixed for the return of the writs of a general election of its members.

Continuation in special circumstances

- (2) In time of real or apprehended war, invasion or insurrection, a House of Commons may be continued by Parliament and a legislative assembly may be continued by the legislature beyond five years if such continuation is not opposed by the votes of more than one-third of the members of the House of Commons or the legislative assembly, as the case may be.

Annual sitting of legislative bodies

5. There shall be a sitting of Parliament and of each legislature at least once every twelve months.

Mobility Rights

Mobility of citizens

6. (1) Every citizen of Canada has the right to enter, remain in and leave Canada.

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Rights to move and gain livelihood

- (2) Every citizen of Canada and every person who has the status of a permanent resident of Canada has the right:
- (a) to move to and take up residence in any province; and
 - (b) to pursue the gaining of a livelihood in any province.

Limitation

- (3) The rights specified in subsection (2) are subject to:
- (a) any laws or practices of general application in force in a province other than those that discriminate among persons primarily on the basis of province of present or previous residence; and
 - (b) any laws providing for reasonable residency requirements as a qualification for the receipt of publicly provided social services.

Affirmative action programs

- (4) Subsections (2) and (3) do not preclude any law, program or activity that has as its object the amelioration in a province of conditions of individuals in that province who are socially or economically disadvantaged if the rate of employment in that province is below the rate of employment in Canada.

Legal Rights

Life, liberty and security of person

7. Everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice.

Search or seizure

8. Everyone has the right to be secure against unreasonable search or seizure.

Detention or imprisonment

9. Everyone has the right not to be arbitrarily detained or imprisoned.

Arrest or detention

10. Everyone has the right on arrest or detention:
- (a) to be informed promptly of the reasons therefor;
 - (b) to retain and instruct counsel without delay and to be informed of that right; and
 - (c) to have the validity of the detention determined by way of *habeus corpus* and to be released if the detention is not lawful.

Proceedings in criminal and penal matters

11. Any person charged with an offence has the right:
- (a) to be informed without unreasonable delay of the specific offence;
 - (b) to be tried within a reasonable time;
 - (c) not to be compelled to be a witness in proceedings against that person in respect of the offence;
 - (d) to be presumed innocent until proven guilty according to law in a fair and public hearing by an independent and impartial tribunal;
 - (e) not to be denied reasonable bail without just cause;
 - (f) except in the case of an offence under military law tried before a military tribunal, to the benefit of trial by jury where the maximum punishment for the offence is

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imprisonment for five years or a more severe punishment;

- (g) not to be found guilty on account of any act or omission unless, at the time of the act or omission, it constituted an offence under Canadian or international law or was criminal according to the general principles of law recognized by the community of nations;
- (h) if finally acquitted of the offence, not to be tried for it again and, if finally found guilty and punished for the offence, not to be tried or punished for it again; and
- (i) if found guilty of the offence and if the punishment for the offence has been varied between the time of commission and the time of sentencing, to the benefit of the lesser punishment.

Treatment or punishment

12. Everyone has the right not to be subjected to any cruel and unusual treatment or punishment.

Self-crimination

13. A witness who testifies in any proceedings has the right not to have any incriminating evidence so given used to incriminate that witness in any other proceedings, except in a prosecution for perjury or for the giving of contradictory evidence.

Interpreter

14. A party or witness in any proceedings who does not understand or speak the language in which the proceedings are conducted or who is deaf has the right to the assistance of an interpreter.

Equality Rights

Equality before and under law and equal protection and benefit of law

15. (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Affirmative action programs

- (2) Subsection (1) does not preclude any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Official Languages of Canada

Official languages of Canada

16. (1) English and French are the official languages of Canada and have equality of status and equal rights and privileges as to their use in all institutions of the Parliament and government of Canada.

Official languages of New Brunswick

- (2) English and French are the official languages of New Brunswick and have equality of status and equal rights and privileges as to their use in all institutions of the legislature and government of New Brunswick

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Advancement of status and use		(3) Nothing in this Charter limits the authority of Parliament or a legislature to advance the equality of status or use of English and French.
English and French linguistic communities in New Brunswick	16.1	(1) The English linguistic community and the French linguistic community in New Brunswick have equality of status and equal rights and privileges, including the right to distinct educational institutions and such distinct cultural institutions as are necessary for the preservation and promotion of those communities.
Role of the legislature and government of New Brunswick		(2) The role of the legislature and government of New Brunswick to preserve and promote the status, rights and privileges referred to in subsection (1) is affirmed.
Proceedings of Parliament	17.	(1) Everyone has the right to use English or French in any debates and other proceedings of Parliament.
Proceedings of New Brunswick legislature		(2) Everyone has the right to use English or French in any debates and other proceedings of the legislature of New Brunswick.
Parliamentary statutes and records	18.	(1) The statutes, records and journals of Parliament shall be printed and published in English and French and both language versions are equally authoritative.
New Brunswick statutes and records		(2) The statutes, records and journals of the legislature of New Brunswick shall be printed and published in English and French and both language versions are equally authoritative.
Proceedings in courts established by Parliament	19.	(1) Either English or French may be used by any person in, or in any pleading in or process issuing from, any court established by Parliament.
Proceedings in New Brunswick courts		(2) Either English or French may be used by any person in, or in any pleading in or process issuing from, any court of New Brunswick.
Official Languages of Canada		
Communications by public with federal institutions	20.	(1) Any member of the public in Canada has the right to communicate with, and to receive available services from, any head or central office of an institution of the Parliament or government of Canada in English or French, and has the same right with respect to any other office of any such institution where: (a) there is a significant demand for communications with and services from that office in such language; or (b) due to the nature of the office, it is reasonable that communications with and services from that office be available in both English and French.

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Communications by public with New Brunswick institutions	(2) Any member of the public in New Brunswick has the right to communicate with, and to receive available services from, any office of an institution of the legislature or government of New Brunswick in English or French.
Continuation of existing constitutional provisions	21. Nothing in sections 16 to 20 abrogates or derogates from any right, privilege or obligation with respect to the English and French languages, or either of them, that exists or is continued by virtue of any other provision of the Constitution of Canada.
Rights and privileges preserved	22. Nothing in sections 16 to 20 abrogates or derogates from any legal or customary right or privilege acquired or enjoyed either before or after the coming into force of this Charter with respect to any language that is not English or French.
Minority Language Educational Rights	
Language of instruction	23. (1) Citizens of Canada (a) whose first language learned and still understood is that of the English or French linguistic minority population of the province in which they reside, or (b) who have received their primary school instruction in Canada in English or French and reside in a province where the language in which they received that instruction is the language of the English or French linguistic minority population of the province have the right to have their children receive primary and second school instruction in that language in that province.
Continuity of language instruction	(2) Citizens of Canada of whom any child has received or is receiving primary or secondary school instruction in English or French in Canada, have the right to have all their children receive primary and secondary school instruction in the same language.
Application where numbers warrant	(3) The right of citizens of Canada under subsections (1) and (2) to have their children receive primary and secondary school instruction in the language of the English or French linguistic minority population of a province: (a) applies wherever in the province the number of children of citizens who have such a right is sufficient to warrant the provision to them out of public funds of minority language instruction; and (b) includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds.

Document 2: House of Commons of Canada, Bill C-15 Extract

Second Session, Forty-third Parliament,
69 Elizabeth II, 2020

Deuxième session, quarante-troisième législature,
69 Elizabeth II, 2020

HOUSE OF COMMONS OF CANADA

CHAMBRE DES COMMUNES DU CANADA

BILL C-15

PROJET DE LOI C-15

An Act respecting the United Nations
Declaration on the Rights of Indigenous
Peoples

Loi concernant la Déclaration des Nations
Unies sur les droits des peuples autochtones

FIRST READING, DECEMBER 3, 2020

PREMIÈRE LECTURE LE 3 DÉCEMBRE 2020

MINISTER OF JUSTICE

MINISTRE DE LA JUSTICE

Document 2: House of Commons of Canada, Bill C-15 Extract

2nd Session, 43rd Parliament,
69 Elizabeth II, 2020

HOUSE OF COMMONS OF CANADA

BILL C-15

An Act respecting the United Nations Declaration on
the Rights of Indigenous Peoples

Preamble

Whereas the United Nations Declaration on the Rights of Indigenous Peoples provides a framework for reconciliation, healing and peace, as well as harmonious and cooperative relations based on the principles of justice, democracy, respect for human rights, non-discrimination and good faith;

Whereas the rights and principles affirmed in the Declaration constitute the minimum standards for the survival, dignity and well-being of Indigenous peoples of the world, and must be implemented in Canada;

Whereas, in the outcome document of the high-level plenary meeting of the General Assembly of the United Nations known as the World Conference on Indigenous Peoples, Canada and other States reaffirm their solemn commitment to respect, promote and advance the rights of Indigenous peoples of the world and to uphold the principles of the Declaration;

Whereas, in its document entitled *Calls to Action*, the Truth and Reconciliation Commission of Canada calls upon federal, provincial, territorial and municipal governments to fully adopt and implement the Declaration as the framework for reconciliation, and the Government of Canada is committed to responding to those Calls to Action;

Whereas, in its document entitled *Calls for Justice*, the National Inquiry into Missing and Murdered Indigenous Women and Girls calls upon federal, provincial, territorial, municipal and Indigenous governments to implement the Declaration, and the Government of Canada is committed to responding to those Calls for Justice;

Whereas First Nations, Inuit and the Métis Nation have, throughout history and to this day, lived in the

lands that are now in Canada with their distinct identities, cultures and ways of life;

Whereas Indigenous peoples have suffered historic injustices as a result of, among other things, colonization and dispossession of their lands, territories and resources;

Whereas the implementation of the Declaration must include concrete measures to address injustices, combat prejudice and eliminate all forms of violence and discrimination, including systemic discrimination, against Indigenous peoples and Indigenous elders, youth, children, women, men, persons with disabilities and gender-diverse persons and two-spirit persons;

Whereas all doctrines, policies and practices based on or advocating the superiority of peoples or individuals on the basis of national origin or racial, religious, ethnic or cultural differences are racist, scientifically false, legally invalid, morally condemnable and socially unjust;

Whereas the Government of Canada rejects all forms of colonialism and is committed to advancing relations with Indigenous peoples that are based on good faith and on the principles of justice, democracy, equality, non-discrimination, good governance and respect for human rights;

Whereas the Declaration emphasizes the urgent need to respect and promote the inherent rights of Indigenous peoples of the world which derive from their political, economic and social structures and from their cultures, spiritual traditions, histories, philosophies and legal systems, especially their rights to their lands, territories and resources;

Whereas the Government of Canada recognizes that all relations with Indigenous peoples must be based on the recognition and implementation of the inherent right to self-determination, including the right of self-government;

Whereas the Government of Canada is committed to taking effective measures — including legislative, policy and administrative measures — at the national and international level, in consultation and cooperation with Indigenous peoples, to achieve the objectives of the Declaration;

Whereas the Government of Canada is committed to exploring, in consultation and cooperation with Indigenous peoples, measures related to monitoring, oversight, recourse or remedy or other accountability measures that will contribute to the achievement of those objectives;

Whereas the implementation of the Declaration can contribute to supporting sustainable development

Document 2: House of Commons of Canada, Bill C-15 Extract

and responding to growing concerns relating to climate change and its impacts on Indigenous peoples;

Whereas the Government of Canada acknowledges that provincial, territorial and municipal governments each have the ability to establish their own approaches to contributing to the implementation of the Declaration by taking various measures that fall within their authority;

Whereas the Government of Canada welcomes opportunities to work cooperatively with those governments, Indigenous peoples and other sectors of society towards achieving the objectives of the Declaration;

Whereas the Declaration is affirmed as a source for the interpretation of Canadian law;

Whereas the protection of Aboriginal and treaty rights — recognized and affirmed by section 35 of the *Constitution Act, 1982* — is an underlying principle and value of the Constitution of Canada;

Whereas there is an urgent need to respect and promote the rights of Indigenous peoples affirmed in treaties, agreements and other constructive arrangements, and those treaties, agreements and arrangements can contribute to the implementation of the Declaration;

Whereas respect for human rights, the rule of law and democracy are underlying principles of the Constitution of Canada which are interrelated, interdependent and mutually reinforcing and are also recognized in international law;

And whereas measures to implement the Declaration in Canada must take into account the diversity of Indigenous peoples and, in particular, the diversity of the identities, cultures, languages, customs, practices, rights and legal traditions of First Nations, Inuit and the Métis and of their institutions and governance structures, their relationships to the land and Indigenous knowledge;

Now, therefore, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Short Title

Short title

1 This Act may be cited as the *United Nations Declaration on the Rights of Indigenous Peoples Act*.

Interpretation

Definitions

2 (1) The following definitions apply in this Act.

Declaration means the United Nations Declaration on the Rights of Indigenous Peoples that was adopted by the General Assembly of the United Nations as General Assembly Resolution 61/295 on September 13, 2007 and that is set out in the schedule. (*Déclaration*)

Indigenous peoples has the meaning assigned by the definition *aboriginal peoples of Canada* in subsection 35(2) of the *Constitution Act, 1982*. (*peuples autochtones*)

Minister, for the purposes of any provision of this Act, means the federal minister designated as the Minister for the purposes of that provision under section 3. (*ministre*)

Rights of Indigenous peoples

(2) This Act is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.

Clarification

(3) Nothing in this Act is to be construed as delaying the application of the Declaration in Canadian law.

Designation of Minister

Order designating Minister

3 The Governor in Council may, by order, designate any federal minister to be the Minister for the purposes of any provision of this Act.

Document 3: Senate of Canada, Bill S-201 Extract

First Session, Forty-second Parliament,
64-65-66 Elizabeth II, 2015-2016-2017

Première session, quarante-deuxième législature,
64-65-66 Elizabeth II, 2015-2016-2017

STATUTES OF CANADA 2017

LOIS DU CANADA (2017)

CHAPTER 3

CHAPITRE 3

An Act to prohibit and prevent genetic
discrimination

Loi visant à interdire et à prévenir la
discrimination génétique

ASSENTED TO

MAY 4, 2017

BILL S-201

SANCTIONNÉE

LE 4 MAI 2017

PROJET DE LOI S-201

64-65-66 ELIZABETH II

CHAPTER 3

An Act to prohibit and prevent genetic discrimination

[Assented to 4th May, 2017]

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Short Title

Short title

1 This Act may be cited as the *Genetic Non-Discrimination Act*.

Interpretation

Definitions

2 The following definitions apply in this Act.

disclose includes to authorize disclosure. (*communiquer*)

genetic test means a test that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis. (*test génétique*)

health care practitioner means a person lawfully entitled under the law of a province to provide health services in the place in which the services are provided by that person. (*professionnel de la santé*)

Prohibitions

Genetic test

3 (1) It is prohibited for any person to require an individual to undergo a genetic test as a condition of

- (a) providing goods or services to that individual;

64-65-66 ELIZABETH II

CHAPITRE 3

Loi visant à interdire et à prévenir la discrimination génétique

[Sanctionnée le 4 mai 2017]

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

Titre abrégé

Titre abrégé

1 *Loi sur la non-discrimination génétique.*

Définitions

Définitions

2 Les définitions qui suivent s'appliquent à la présente loi.

communiquer Est assimilé à l'acte de communiquer le fait d'autoriser la communication. (*disclose*)

professionnel de la santé Personne légalement autorisée en vertu de la loi d'une province à fournir des services de santé au lieu où elle les fournit. (*health care practitioner*)

test génétique Test visant l'analyse de l'ADN, de l'ARN ou des chromosomes à des fins telles la prédiction de maladies ou de risques de transmission verticale, ou la surveillance, le diagnostic ou le pronostic. (*genetic test*)

Interdictions

Test génétique

3 (1) Nul ne peut obliger une personne à subir un test génétique comme condition préalable à l'exercice de l'une ou l'autre des activités suivantes :

Document 3: Senate of Canada, Bill S-201 Extract

(b) entering into or continuing a contract or agreement with that individual; or

(c) offering or continuing specific terms or conditions in a contract or agreement with that individual.

Refusal to undergo genetic test

(2) It is prohibited for any person to refuse to engage in an activity described in any of paragraphs (1)(a) to (c) in respect of an individual on the grounds that the individual has refused to undergo a genetic test.

Disclosure of results

4 (1) It is prohibited for any person to require an individual to disclose the results of a genetic test as a condition of engaging in an activity described in any of paragraphs 3(1)(a) to (c).

Refusal to disclose results

(2) It is prohibited for any person to refuse to engage in an activity described in any of paragraphs 3(1)(a) to (c) in respect of an individual on the grounds that the individual has refused to disclose the results of a genetic test.

Written consent

5 It is prohibited for any person who is engaged in an activity described in any of paragraphs 3(1)(a) to (c) in respect of an individual to collect, use or disclose the results of a genetic test of the individual without the individual's written consent.

Exceptions: health care practitioners and researchers

6 Sections 3 to 5 do not apply to

(a) a physician, a pharmacist or any other health care practitioner in respect of an individual to whom they are providing health services; or

(b) a person who is conducting medical, pharmaceutical or scientific research in respect of an individual who is a participant in the research.

Offences and Punishment

Contravention of sections 3 to 5

7 Every person who contravenes any of sections 3 to 5 is guilty of an offence and is liable

(a) on conviction on indictment, to a fine not exceeding \$1,000,000 or to imprisonment for a term not exceeding five years, or to both; or

a) pour lui fournir des biens ou des services;

b) pour conclure ou maintenir un contrat ou une entente avec elle;

c) pour offrir ou maintenir des modalités particulières dans le cadre d'un contrat ou d'une entente avec elle.

Refus de subir un test génétique

(2) Nul ne peut refuser d'exercer une activité visée à l'un des alinéas (1)a) à c) à l'égard d'une personne au motif qu'elle a refusé de subir un test génétique.

Communication des résultats

4 (1) Nul ne peut obliger une personne à communiquer les résultats d'un test génétique comme condition préalable à l'exercice d'une activité visée à l'un des alinéas 3(1)a) à c).

Refus de communiquer les résultats

(2) Nul ne peut refuser d'exercer une activité visée à l'un des alinéas 3(1)a) à c) à l'égard d'une personne au motif qu'elle a refusé de communiquer les résultats d'un test génétique.

Consentement écrit

5 Il est interdit à quiconque exerce une activité visée aux alinéas 3(1)a) à c) à l'égard d'une personne de recueillir, d'utiliser ou de communiquer les résultats d'un test génétique de celle-ci sans son consentement écrit.

Exceptions : professionnels de la santé et chercheurs

6 Les articles 3 à 5 ne s'appliquent pas :

a) au médecin, au pharmacien et à tout autre professionnel de la santé qui fournissent des services de santé à une personne;

b) au chercheur qui mène des recherches médicales, pharmaceutiques ou scientifiques à l'égard d'un participant à ces recherches.

Infractions et peines

Contravention aux articles 3 à 5

7 Quiconque contrevient à l'un des articles 3 à 5 commet une infraction et encourt, sur déclaration de culpabilité :

a) par mise en accusation, une amende maximale de un million de dollars et un emprisonnement maximal de cinq ans, ou l'une de ces peines;

Document 3: Senate of Canada, Bill S-201 Extract

(b) on summary conviction, to a fine not exceeding \$300,000 or to imprisonment for a term not exceeding twelve months, or to both.

R.S., c. L-2

Canada Labour Code

8 The *Canada Labour Code* is amended by adding the following after section 247.97:

DIVISION XV.3

Genetic Testing

Definitions

247.98 (1) The following definitions apply in this Division.

disclose includes to authorize disclosure. (*communiquer*)

genetic test, in relation to an employee, means a test that analyzes the employee's DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis. (*test génétique*)

Genetic test

(2) Every employee is entitled not to undergo or be required to undergo a genetic test.

Disclosure of results

(3) Every employee is entitled not to disclose or be required to disclose the results of a genetic test.

Disciplinary action

(4) No employer shall dismiss, suspend, lay off or demote an employee, impose a financial or other penalty on an employee, or refuse to pay an employee remuneration in respect of any period that the employee would, but for the exercise of the employee's rights under this Division, have worked, or take any disciplinary action against or threaten to take any such action against an employee

(a) because the employee refused a request by the employer to undergo a genetic test;

(b) because the employee refused to disclose the results of a genetic test; or

(c) on the basis of the results of a genetic test undergone by the employee.

b) par procédure sommaire, une amende maximale de trois cent mille dollars et un emprisonnement maximal de douze mois, ou l'une de ces peines.

L.R., ch. L-2

Code canadien du travail

8 Le *Code canadien du travail* est modifié par adjonction, après l'article 247.97, de ce qui suit :

SECTION XV.3

Tests génétiques

Définitions

247.98 (1) Les définitions qui suivent s'appliquent à la présente section.

communiquer Est assimilé à l'acte de communiquer le fait d'autoriser la communication. (*disclose*)

test génétique Test visant l'analyse de l'ADN, de l'ARN ou des chromosomes de l'employé à des fins telles la prédiction de maladies ou de risques de transmission verticale, ou la surveillance, le diagnostic ou le pronostic. (*genetic test*)

Test génétique

(2) Tout employé a le droit de refuser de subir un test génétique, et nul ne peut l'obliger à en subir un.

Communication des résultats

(3) Tout employé a le droit de ne pas communiquer les résultats d'un test génétique, et nul ne peut l'obliger à les communiquer.

Mesures disciplinaires interdites

(4) Il est interdit à l'employeur de congédier, suspendre, mettre à pied ou rétrograder un employé ou de lui imposer une sanction pécuniaire ou autre ou de refuser de lui verser la rémunération afférente à la période au cours de laquelle il aurait travaillé s'il ne s'était pas prévalu des droits prévus par la présente section, ou de prendre — ou menacer de prendre — des mesures disciplinaires contre lui pour l'un ou l'autre des motifs suivants :

a) son refus de subir un test génétique à la demande de l'employeur;

b) son refus de communiquer les résultats d'un test génétique;

c) les résultats d'un test génétique qu'il a subi.

FAMILY LAW ACT
[SBC 2011] CHAPTER 25

Assented to November 24, 2011

Part 1 – Interpretation

Definitions

1 In this Act:

"child", except in Parts 3 *[Parentage]* and 7 *[Child and Spousal Support]* and section 247 *[regulations respecting child support]*, means a person who is under 19 years of age;

"child support guidelines" means the child support guidelines, provided for under section 247, for calculating child support;

"contact with a child" or **"contact with the child"** means contact between a child and a person, other than the child's guardian, the terms of which are set out in an agreement or order;

"court" means

- (a) the Supreme Court, or
- (b) to the extent that it has jurisdiction to make an order, the Provincial Court;

"excluded property" means property that would otherwise be family property but is excluded under section 85 *[excluded property]*;

"family debt" means family debt as described in section 86 *[family debt]*;

"family dispute resolution" means a process used by parties to a family law dispute to attempt to resolve one or more of the disputed issues outside court, and includes

- (a) assistance from a family justice counsellor under Division 2 *[Family Justice Counsellors]* of Part 2,
- (b) the services of a parenting coordinator under Division 3 *[Parenting Coordinators]* of Part 2,
- (c) mediation, arbitration, collaborative family law and other processes, and
- (d) prescribed processes;

"family dispute resolution professional" means any of the following:

- (a) a family justice counsellor;
- (b) a parenting coordinator;
- (c) a lawyer advising a party in relation to a family law dispute;
- (d) a mediator conducting a mediation in relation to a family law dispute, if the mediator meets the requirements set out in the regulations;
- (e) an arbitrator conducting an arbitration in relation to a family law dispute, if the arbitrator meets the requirements set out in the regulations;
- (f) a person within a class of prescribed persons;

"family justice counsellor" means a person appointed as a family justice counsellor under section 10 (1) *[family justice counsellors]*;

Document 4: Family Law Act, SBC 2011, c 25 Extract

"family law dispute" means a dispute respecting a matter to which this Act relates;

"family member", with respect to a person, means

- (a) the person's spouse or former spouse,
- (b) a person with whom the person is living, or has lived, in a marriage-like relationship,
- (c) a parent or guardian of the person's child,
- (d) a person who lives with, and is related to,
 - (i) the person, or
 - (ii) a person referred to in any of paragraphs (a) to (c), or
- (e) the person's child,

and includes a child who is living with, or whose parent or guardian is, a person referred to in any of paragraphs (a) to (e);

"family property" means family property under section 84 [*family property*];

"family violence" includes

- (a) physical abuse of a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) sexual abuse of a family member,
- (c) attempts to physically or sexually abuse a family member,
- (d) psychological or emotional abuse of a family member, including
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, a family member's financial or personal autonomy,
 - (iii) stalking or following of the family member, and
 - (iv) intentional damage to property, and
- (e) in the case of a child, direct or indirect exposure to family violence;

"guardian" means a guardian under section 39 [*parents are generally guardians*] and Division 3 [*Guardianship*] of Part 4;

"parent" means a parent under Part 3 [*Parentage*];

"parental responsibilities" means one or more of the parental responsibilities listed in section 41 [*parental responsibilities*];

"parenting arrangements" means arrangements respecting the allocation of parental responsibilities or parenting time, or both;

"parenting coordinator" means a person who may act as a parenting coordinator under section 14 [*parenting coordinators*];

"parenting time" means parenting time as described in section 42 [*parenting time*];

Document 4: Family Law Act, SBC 2011, c 25 Extract

"police officer" means a person who, under the *Police Act*,

- (a) is a provincial constable or municipal constable or has the powers of a provincial constable or municipal constable, or
- (b) is a constable other than a constable referred to in paragraph (a) and is within a prescribed class of constables;

"spouse" means a person who is a spouse within the meaning of section 3 [*spouses and relationships between spouses*];

"written agreement" means an agreement that is in writing and signed by all parties.

General interpretation

- 2 (1) A reference to an agreement or order
 - (a) is to be read as a reference to that part of an agreement or order that is relevant to the subject matter of the provision, of this Act or of the regulations made under it, in which the reference is made, and
 - (b) includes part of an agreement or order.
- (2) A reference to a child's parent or guardian is to be read, as the context requires, as a reference to
 - (a) each parent or guardian of the child, or
 - (b) the parent or guardian who is the subject of the provision in which the reference is made.

Spouses and relationships between spouses

- 3 (1) A person is a spouse for the purposes of this Act if the person
 - (a) is married to another person, or
 - (b) has lived with another person in a marriage-like relationship, and
 - (i) has done so for a continuous period of at least 2 years, or
 - (ii) except in Parts 5 [*Property Division*] and 6 [*Pension Division*], has a child with the other person.
- (2) A spouse includes a former spouse.
- (3) A relationship between spouses begins on the earlier of the following:
 - (a) the date on which they began to live together in a marriage-like relationship;
 - (b) the date of their marriage.
- (4) For the purposes of this Act,
 - (a) spouses may be separated despite continuing to live in the same residence, and
 - (b) the court may consider, as evidence of separation,
 - (i) communication, by one spouse to the other spouse, of an intention to separate permanently, and
 - (ii) an action, taken by a spouse, that demonstrates the spouse's intention to separate permanently.

Document 5: Family Law Act Regulation, B C Reg 347/2012 Extracts

B.C. Reg. 347/2012 Deposited November 26, 2012
O.C. 837/2012 Effective March 18, 2013

Family Law Act

FAMILY LAW ACT REGULATION

[includes amendments up to B.C. Reg. 84/2019, May 13, 2019]

Part 1 — Interpretation

Definitions

1 In this regulation:

"**Act**", except in Part 4, means the *Family Law Act*;

"**child support guidelines**" means the child support guidelines established under Part 4.

...

Part 4 — Child Support Guidelines

Application of federal child support guidelines

- 9** (1) For the purposes of section 8 of this regulation, a reference in the Federal Child Support Guidelines
- (a) to "the Act" is to be read as a reference to "the *Family Law Act*",
 - (b) to "the age of majority" is to be read as a reference to "19 years of age",
 - (c) to a "child" is to be read as a reference to child as defined by the *Family Law Act*,
 - (d) to a "child support order" is to be read as a reference to an order, including an interim order, respecting child support made under Part 7 of the *Family Law Act*,
 - (e) to "income" is to be read as a reference to the annual income determined under sections 15 to 20 of the Federal guidelines,
 - (f) to the "*Income Tax Act*" is and remains a reference to the "*Income Tax Act* (Canada)"

...

- 9** (2) For the purposes of section 8 of this regulation, a reference

Document 5: Family Law Act Regulation, B C Reg 347/2012 Extracts

- (a) in section 2(4)(a) of the Federal guidelines to "interim orders under subsections 15.1(2) and 19(9) of the Act" is to be read as a reference to interim orders for child support under section 216 or 217 of the *Family Law Act* or under section 10(2)(c), 13(1)(b), 30(2)(c) or 32(1)(b) of the *Interjurisdictional Support Orders Act*,
- (b) in section 2(4)(b) of the Federal guidelines to "orders varying a child support order" is to be read as a reference to "orders changing, suspending or terminating an order respecting child support",
- (c) in section 2(4)(c) of the Federal guidelines to "orders referred to in subsection 19(7) of the Act" is to be read as a reference to "orders under section 13(1)(a) or 32(1)(a) of the *Interjurisdictional Support Orders Act* that confirm provisional orders made in a jurisdiction outside of British Columbia",
- (d) in section 2(4)(d) and (5) of the Federal guidelines to "recalculations under paragraph 25.1(1)(b) of the Act" is to be read as a reference to "recalculations under section 154(2)(b) of the *Family Law Act*",
- (e) in section 3(3)(a)(i) and (b) of the Federal guidelines to "a variation order in respect of a child support order" is to be read as a reference to "an order changing, suspending or terminating an order respecting child support",
- (f) in section 3(3)(a)(i) and (b) of the Federal guidelines to "section 25.1 of the Act" is to be read as a reference to "Division 3 of Part 7 of the *Family Law Act*",
- (g) in section 7(1)(a) of the Federal guidelines to "custodial parent" is to be read as a reference to "guardian",
- (h) in section 8 of the Federal guidelines to "Where each spouse has custody of one or more children" is to be read as a reference to "Where there are 2 or more children and each guardian has the majority of parenting time with one or more of those children",
- (i) in section 9 of the Federal guidelines to "exercises a right of access to, or has physical custody of" is to be read as a reference to "exercises parenting time with",
- (j) in section 9(b) of the Federal guidelines to "shared custody arrangements" is to be read as a reference to "the parenting arrangements",
- (k) in section 10(2)(b) of the Federal guidelines to "access to a child" is to be read as a reference to "parenting time, or contact, with a child",
- (l) in section 10(2)(c) of the Federal guidelines to "written separation agreement" is to be read as a reference to a "written agreement referred to in section 6 of the *Family Law Act*",

**Document 6: Town of Bridgewater, Nova Scotia, Chapter 193 Parking Meter By-Law
Extract**

Town of Bridgewater

**Chapter 193
PARKING METER BY-LAW**

Be it enacted by the Council of the Town of Bridgewater, pursuant to Section 153 of the *Motor Vehicle Act*, as follows:

1. (1) This By-law shall be known as the "Parking Meter By-law".
(2) It shall apply to the public streets and highways, and Town owned or operated parking lots in the Town of Bridgewater and parts thereof in which a metered zone has been established by resolution of Council.

DEFINITIONS

2. (1) "metered space" means, in the case of a parking meter stand with a single or double parking meter head, that portion of land with painted markings delineating the boundaries of a parking space. In the case of a pay and display parking station, notwithstanding any marking on the street or parking lot delineating the boundaries of a parking space, any space on a street or parking lot where parking is lawful and the sign that regulates parking in such space indicates that the parking fee may be paid at a pay and display parking station;
(2) "metered zone" means any parking lot, street, or portion of a street allotted by resolution of Council for purposes of parking vehicles in respect of which a parking meter system or a pay and display parking station system may be established and maintained to collect a fee for the use or occupation of a metered space established in such a zone;
(3) "parking meter" means a parking meter stand and the single or double parking meter head that it supports;
(4) "parking meter head" means a mechanical or electronic appliance designed for the purpose of gauging and indicating a time within which a vehicle is, or may be, parked in a metered space;
(5) "parking meter stand" means that pole or stand supporting a single or double parking meter head;
(6) "pay and display parking station" means a multi-meter device operated and maintained by or on behalf of the Town for collecting parking fees for and controlling the use of parking spaces within a metered zone;
(7) "Traffic Authority" means the Traffic Authority for the Town of Bridgewater or their designate;

Document 7: Statement of account

GANDHI WENTZELL LLP

Barristers & Solicitors
400 - 2066 McPhillips Street
Winnipeg, MB R2V 6C4
Tel: 204-694-2987

GST/HST Registration No. 116749097

STATEMENT OF ACCOUNT

Midtown Grain & Feed Co. Ltd.
201 Portage Avenue, Suite 1500
Winnipeg, MB R3B 3L3

Attention: Ms. Fiona Basaraba

Our File No. 87,309
Invoice No. C-5908

July 2, 20--

Re: Incorporation of Midtown Grain & Feed Co. Ltd.

TO PROFESSIONAL SERVICES RENDERED in connection with the above-mentioned matter:

Date	Service Rendered
June 2, 20--	Meeting with you to discuss incorporation of new company
June 3, 20--	Conduct corporate name search and request name reservation
June 8, 20--	Prepare incorporation documents
June 10, 20--	Attend at execution of incorporation documents
June 11, 20--	File incorporation documents in Companies Office
June 28, 20--	Advise you of receipt of Certificate of Incorporation
June 30, 20--	E-mail you re: meeting and instructions for post-incorporation documentation preparation

Document 7: Statement of account

2.

TO OUR FEES:			\$350.00
TO OUR DISBURSEMENTS:	Name reservation fee	\$ 40.00	
	Incorporation filing fee	300.00	
	Fax and e-mail charges	8.50	
	Photocopies	9.55	
	Total Disbursements		358.05
	TOTAL FEES & DISBURSEMENTS		708.05
	GST/HST/PST (12%)		84.97
	BALANCE DUE		\$793.02

IMPORTANT: Please include OUR FILE NUMBER and INVOICE NUMBER when remitting payments.

GANDHI WENTZELL LLP

Per:

Hanna Garcia

If you wish to pay this bill by MasterCard or VISA, please complete and return the following:

VISA Account Number	Expiry Date
MasterCard Account Number	Expiry Date
Name of Cardholder	
Signature	

Terms:

Account due and payable upon receipt. Accounts not paid within 30 days will incur an overdue interest charge at the rate of 2% per month compounded monthly (26.8% per annum).

HMG/BC
E. & O.E.

GANDHI WENTZELL LLP

Barristers & Solicitors
175 Grafton Street
Charlottetown, PE C1A 6D4
Tel: 902-892-5858
E-mail: b.chaudhry@gandhiwent.ca

File #9,432

September 12, 20--

WITHOUT PREJUDICE

Ms. Connie Dietz
89 Kinlock Road
Stratford, PE C1B 1P2

Dear Ms. Dietz:

Re: Dietz v. FineBloom Florists Ltd. - Court File No. CC2022/342

We refer to the above claim made by you against our client FineBloom Florists Ltd.

In an attempt to settle this dispute, we make the following offer on behalf of our client:

- One lump sum payment of Five Thousand (\$5,000.00) Dollars in full and final settlement of your claim.
- The payment to be directly deposited into your account within 14 days of acceptance of this offer.

If this offer is acceptable, please reply in writing within 7 days from the date of this letter.

Yours very truly,

GANDHI WENTZELL LLP

Per:

Blair Chaudhry

BC/NV

Document 9: Notarial Certificate

NOTARIAL CERTIFICATE

CANADA)	
)	IN THE MATTER OF THE ESTATE OF
PROVINCE OF ALBERTA)	
)	DOMINIC CHOW, DECEASED
TO WIT:)	

I, FELICITY EL-CHAMMAS, a notary public in and for the Province of Alberta, by Royal authority duly appointed, residing at the City of Calgary, **DO HEREBY CERTIFY AND ATTEST** that the paper-writing hereto annexed is a true copy of the document produced and shown to me and purporting to be:

the Grant of Administration numbered SC48670 issued out of the Surrogate Office of the Court of Queen's Bench, and dated February 2, 20--

the said copy of the above-noted document having been compared by me with the original document, an act whereof being requested, I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my notarial seal of office, at the City of Calgary, this 27th day of February, 20--.

[Affix notarial seal]

FELICITY EL-CHAMMAS
Barrister and Solicitor, A Notary
Public in and for the Province of
Alberta

Document 10: Affidavit of Service

20--

NO. H04576

IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

NATALIE SOPHIA LUONG,

PLAINTIFF,

AND:

MANU MAGHRABI,

DEFENDANT.

AFFIDAVIT OF SERVICE

I, ELI MAXWELL FEXER, process server, of Suite 308 – 1800 Hollis Street, Halifax, Nova Scotia,
MAKE OATH AND SAY THAT:

1. On January 12, 20--, I served the defendant, MANU MAGHRABI, with a copy of the Notice of Action filed in the Halifax Registry on January 5, 20-- by delivering the copy to and leaving it with the defendant, MANU MAGHRABI, at Suite 851 – 560 Bedford Highway, Halifax, Nova Scotia.
2. When served, MANU MAGHRABI admitted to me that he was the spouse of the plaintiff and was the proper person to be served. I identified the person marked with an "X" in the photograph which is attached and marked as Exhibit "A" to this Affidavit, as the defendant in this action.
3. I am over the age of 18 and not a party to this action.

SWORN/AFFIRMED BEFORE ME at the City of)
Halifax, in the Province of Nova Scotia,)
this day of 20--)

A Barrister/Commissioner of the
Supreme Court of Nova Scotia)

ELI MAXWELL FEXER



SUPREME COURT OF CANADA

CITATION: C.M. Callow Inc. v.
Zollinger, 2020 SCC 45

APPEAL HEARD: December 6, 2019
JUDGMENT RENDERED: December 18,
2020

DOCKET: 38463

BETWEEN:

C.M. Callow Inc.
Appellant

and

**Tammy Zollinger, Condominium Management Group, Carleton
Condominium Corporation No. 703, Carleton Condominium Corporation
No. 726, Carleton Condominium Corporation No. 742, Carleton Condominium
Corporation No. 765, Carleton Condominium Corporation No. 783, Carleton
Condominium Corporation No. 791, Carleton Condominium Corporation
No. 806, Carleton Condominium Corporation No. 826, Carleton Condominium
Corporation No. 839 and Carleton Condominium Corporation No. 877**
Respondents

- and -

**Canadian Federation of Independent Business and Canadian Chamber of
Commerce**
Interveners

CORAM: Wagner C.J. and Abella, Moldaver, Karakatsanis, Côté, Brown, Rowe,
Martin and Kasirer JJ.

REASONS FOR JUDGMENT:
(paras. 1 to 120)

Kasirer J. (Wagner C.J. and Abella, Karakatsanis and
Martin JJ. concurring)

Present: Wagner C.J. and Abella, Moldaver, Karakatsanis, Côté, Brown, Rowe, Martin and Kasirer JJ.

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO

Contracts — Breach — Performance — Duty of honest performance — Clause in winter maintenance agreement permitting unilateral termination of contract without cause upon 10 days’ notice — Contract terminated by condominium corporations with required notice to contractor — Contractor suing for breach of contract — Trial judge finding that statements and conduct by condominium corporations actively deceived contractor and led it to believe contract would not be terminated — Trial judge awarding damages for breach of contract — Whether exercise of termination clause constituted breach of duty of honest performance.

In 2012, a group of condominium corporations (“Baycrest”) entered into a two-year winter maintenance contract and into a separate summer maintenance contract with C.M. Callow Inc. (“Callow”). Pursuant to clause 9 of the winter maintenance contract, Baycrest was entitled to terminate that agreement if Callow failed to give satisfactory service in accordance with its terms. Clause 9 also provided that if, for any other reason, Callow’s services were no longer required, Baycrest could terminate the contract upon giving 10 days’ written notice.

Document 12: Notice of Civil Claim Extract

NO.
VICTORIA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CARL BERUBE

PLAINTIFF,

AND:

JASMIN HAWASS

DEFENDANT.

NOTICE OF CIVIL CLAIM

Name and Address of each Plaintiff

CARL BERUBE

#309 - 1031 Hillside Avenue
Victoria, BC V8T 2A4

Name and Address of each Defendant

JASMIN HAWASS

1279 St. Patrick St.
Victoria, BC V8S 4Y3

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must:

- (a) file a Response to Civil Claim in Form 2 in the above-named Registry of this Court within the time for Response to Civil Claim described below; and
- (b) serve a copy of the filed Response to Civil Claim on the plaintiff.

If you intend to make a Counterclaim, you or your lawyer must:

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named Registry of this Court within the time for Response to Civil Claim described below; and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described as follows:

Document 12: Notice of Civil Claim Extract

2.

Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the plaintiff:

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed Notice of Civil Claim was served on you;
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed Notice of Civil Claim was served on you;
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed Notice of Civil Claim was served on you; or
- (d) if the time for Response to Civil Claim has been set by Order of the Court, within that time.

CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

The Parties

1. The plaintiff CARL BERUBE ("the Plaintiff") whose occupation is Heavy Duty Mechanic, resides at #309 - 1031 Hillside Avenue, in the City of Victoria, in the Province of British Columbia V8T 2A4.
2. The defendant JASMIN HAWASS ("the Defendant"), whose occupation is Palliative Care Nurse, resides at 1279 St. Patrick Street, in the City of Victoria, in the Province of British Columbia V8S 4Y3.

The Incident

3. On the 3rd day of February, 20--, the Plaintiff was the driver of a 2007 Dodge Grand Caravan motor vehicle bearing British Columbia licence plate JBE 309, in the City of Victoria, in the Province of British Columbia, which motor vehicle was struck by a 2010 Chevrolet Silverado motor vehicle bearing British Columbia licence plate 853 VUT owned and operated by the Defendant JASMIN HAWASS.
4. The collision occurred when the vehicle owned by the Defendant JASMIN HAWASS, which was travelling in a easterly direction on Mt. Wells Drive at the intersection of Humpback Drive, in the City of Victoria, in the Province of British Columbia, was so negligently operated and controlled by the Defendant JASMIN HAWASS, that it collided in the driver's side of the Plaintiff's motor vehicle which had been travelling in a northerly direction on Humpback Drive, in the City of Victoria, in the Province of British Columbia.
5. The particulars of what the Defendant JASMIN HAWASS did in the circumstances described herein, to cause the collision to occur, are as follows:
 - a) failing to keep a proper or any lookout;
 - b) failing to stop at the stop sign;
 - c) driving without due care and attention;
 - d) failing to take reasonable and proper steps to avoid a collision in the circumstances;

Document 12: Notice of Civil Claim Extract

3.

- e) failing to drive the motor vehicle in a careful and prudent manner having regard to all the circumstances, including the rate of speed, the weight and size of the vehicle, the nature, condition and use of the highway, the condition of visibility existing at the time, and traffic that was actually on the highway, or that might reasonably be expected to be thereon at the time, and so as not to endanger life or limb or the safety of property;
 - f) driving at an excessive or improper rate of speed;
 - g) operating a motor vehicle on the street without any or any effective brakes or, alternatively, in failing to apply the brakes in time to avoid a collision;
 - h) driving a motor vehicle on the highway when her ability to drive was impaired by alcohol, drugs, and fatigue, or any one or more of alcohol, drugs, and fatigue;
 - i) failing to keep her vehicle under proper control;
 - j) failing to reduce the speed of the motor vehicle reasonably or in time to avoid the collision or, in the alternative, failing to stop the motor vehicle reasonably or in time to avoid the collision;
 - k) operating her vehicle at an excessive rate of speed, contrary to s.146 and/or 148 of the *Motor Vehicle Act*, R.S.B.C. 1996, c.318 and amendments thereto or, in the alternative, at a rate of speed which was excessive under the circumstances;
 - l) operating her vehicle without due care and attention, contrary to s.144 of the *Motor Vehicle Act*, R.S.B.C. 1996, c.318 or, in the alternative, without due care and attention as the circumstances required;
 - m) failing to keep the vehicle under proper or any control;
 - n) failing to stop, or in the alternative, reasonably slow the vehicle when the Defendant knew or ought to have known that an accident was impending;
 - o) failing to operate the vehicle in a safe and prudent manner having regard for the safety of other persons and their property.
6. As a result of the said collision, the Plaintiff sustained personal injuries and suffered property damage.

The Plaintiff's Injuries

7. As a result of the negligence of the Defendant JASMIN HAWASS as aforesaid and the ensuing collision, the Plaintiff sustained the following injuries:
- a) Broken left wrist, arm, and shoulder;
 - b) Broken pelvis;
 - c) Injury to his lower back.

Document 12: Notice of Civil Claim Extract

4.

8. Particulars of the ongoing disability suffered by the Plaintiff are that he continues to suffer pain and suffering and continues to suffer loss of mobility. His prognosis as to pain and loss of mobility in the future remains uncertain.

Causation and Damages

9. The injuries sustained by the Plaintiff have caused and continue to cause the Plaintiff pain, suffering, loss of enjoyment of life, and permanent physical disability.
10. As a result of his injuries, the Plaintiff has sustained and, alternatively, continues to sustain loss of earnings, the particulars of such income loss to be provided.
11. As a result of his injuries, the Plaintiff has sustained loss of earnings capacity in that he is, by virtue of his physical disability, precluded from working at his present employment to full capacity and is precluded from working in certain types of physically demanding jobs.
12. As a result of his injuries, the Plaintiff has incurred and continues to incur special damages and loss and expense for medical treatment. The Plaintiff continues to undergo such medical care and treatment and to sustain loss and expense thereby, particulars of which will be provided.
13. In summary, the Plaintiff has suffered the following loss and damages:
 - a) General Damages for:
 - i) Loss of the amenities of life;
 - ii) Loss of mobility; and
 - iii) Pain and discomfort.
 - b) Special damages for:
 - i) Cost of transportation to and from medical treatments;
 - ii) Cost of medication and rehabilitation expenses;
 - iii) Further particulars of special damages to be determined.

PART 2: RELIEF SOUGHT

1. The Plaintiff claims against the Defendants for:
 - a) General damages;
 - b) Special damages;
 - c) Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79;
 - d) Costs of this action; and

Document 12: Notice of Civil Claim Extract

5.

e) Such further and other relief as to this Honorable Court may deem just and meet.

PART 3: LEGAL BASES

Negligence

1. The collision herein described was caused as a result of the negligence of the Defendant JASMIN HAWASS, particulars of which are as follows;
 - a) failing to keep a proper or any lookout;

W o r d i n g n o t s h o w n

Damages

2. All of the aforesaid injuries have caused and continue to cause the Plaintiff pain and suffering, discomfort, inconvenience, loss of amenities, loss of abilities to perform housekeeping and maintenance duties, and interference with recreation and loss or impairment of capacity to enjoy life.
3. Further, as a result of the Plaintiff's motor vehicle collision, the Plaintiff has sustained special damages, loss, and expense and will continue to undergo medical and rehabilitative care and treatment and to sustain loss and damages thereby, particulars of which will be delivered as requested and available.
4. As a result of the negligence of the Defendant JASMIN HAWASS, the Plaintiff has suffered loss and damage as described in paragraphs 9 through 15 in Part 1 of this Notice of Civil Claim.
5. The Plaintiff is entitled to be restored to the condition of health and well-being that he enjoyed prior to the subject collision and is, therefore, entitled to damages commensurate with the losses he has suffered/suffers until such time as that event occurs, and, in the event it does not occur, for damages commensurate with permanent loss.

20--

NO. C487096

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

SHAWNA LOUISE McCOY

PLAINTIFF,

AND

PATRICE DANNICA VENOIT

DEFENDANT.

ORDER FOR SUBSTITUTIONAL SERVICE

**BEFORE THE HONOURABLE MADAM)
JUSTICE LIGHTOWLER, IN CHAMBERS)**

**THIS 10TH DAY OF
NOVEMBER, 20--**

UPON THE EX PARTE APPLICATION OF SHIRLEY-ANNE SEVEREID of GANDHI WENTZELL, solicitor for the plaintiff; **AND UPON HAVING READ** the Affidavit of GEORGE PAUL SCHUMACHER, process server, filed; **AND UPON** PATRICE DANNICA VENOIT not being in attendance despite measures having been taken to serve her;

IT IS HEREBY ORDERED THAT:

1. SHIRLEY-ANNE SEVEREID, solicitor for the plaintiff, shall be at liberty to serve any and all Notices, Orders, and other documents arising out of or pertaining to this action upon PATRICE DANNICA VENOIT by placing a Notice in the Legals Section of *The Chronicle Herald*, and such service shall be good and sufficient service of those documents so served; and
2. That costs of this application shall be costs in the cause.

ISSUED this day of November, 20--

Judge of the Supreme Court of Nova Scotia

Document 14: Subpoena

20--

NO. C487096

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

SHAWNA LOUISE McCOY

PLAINTIFF,

AND

PATRICE DANNICA VENOIT

DEFENDANT.

SUBPOENA

TO: **MIRRIAM LEANNE MILLWARD**
148 Hubley Mill Lake Road
Upper Tantallon, NS B3Z 1E8

You are required to attend the trial of the above proceeding in the Supreme Court, to be held at the Court House in Halifax, Nova Scotia, on Thursday, the 23rd day of August, 20--, at 10 o'clock in the forenoon and so on from day to day until the end of the trial, to give evidence on behalf of the defendant.

You are also required to bring with you and to produce at the above trial the following documents or things:

N/A

Failure by you without adequate excuse to obey this Subpoena may be deemed a contempt of court and render you liable to arrest and imprisonment.

Issued at Halifax, Nova Scotia, this 1st day of August, 20--.

Prothonotary

QUEEN'S BENCH FOR SASKATCHEWAN

Citation: *Jankus v. Saskatchewan (Attorney General) et al*, 2022 SKQB 397

Date: 20220928
Docket: Q.B.G. No. 087/2022
Registry: Saskatoon

Between:

MARIJKE JANKUS

Plaintiff

And:

**ATTORNEY GENERAL OF SASKATCHEWAN and
COLLEGE OF PHYSICIANS AND SURGEONS OF SASKATCHEWAN**

Defendants.

Before: The Honourable Justice Porteous

REASONS FOR JUDGMENT

...

Introduction

[1] Marijke Jankus is an electrician in her late teens. In 20--, she was conceived using sperm from an anonymous donor. Like many donor offspring, Ms. Jankus knows nothing about the man who provided one-half of her genetic makeup. She has long felt that a part of her identity is missing. She risks inadvertently forming a romantic relationship with a half-sibling. She worries her health, and the health of her future children, could be compromised by the lack of information.

[2] Ms. Jankus went to Dr. Anita Ng, the Saskatoon doctor who performed the insemination, seeking information about her donor. As of April, 20-- when she retired, Dr. Ng was not obliged to keep records for a patient for more than six years from the last entry recorded, according to the rules of the College of Physicians and Surgeons of Saskatchewan (the "College") then in place. Dr. Ng says she no longer has any records relating to Ms. Jankus's donor, and that all records have been destroyed. Ms. Jankus says that the government of Saskatchewan (the "Province") permitted the destruction, thereby depriving

2.

her of basic personal information that is necessary for her physical and psychological health.

[3] From Ms. Jankus's perspective, the Province has recognized, in the experience of adopted children, that questions about biological origins and feelings of loss and incompleteness are legitimate. The Province has addressed those concerns by enacting laws whereby information about the biological origins and family history of adoptees is gathered and preserved, and adoptees have the opportunity (and in some cases, the right) to obtain that information. These laws are found in *The Adoption Act, 1998*, S.S. 1998, c.A-5.2 (the "Adoption Act"), and the *Adoption Regulations, 2003*, R.S.S. c.A-5.2, Reg. 1 (the "Adoption Regulation"). Ms. Jankus cannot understand why the Province would recognize the needs of adoptees to learn about their biological parents and roots, but ignore the very same needs of individuals who, like her, are donor offspring and experience the same sense of loss and incompleteness as adoptees.

[4] Ms. Jankus asserts that this situation is profoundly unfair and discriminatory, and contrary to the *Canadian Charter of Rights and Freedoms* (the "Charter"). She has, therefore, brought a constitutional challenge to the absence of legislation that would ensure information about gamete donors is recorded and preserved for donor offspring, and could be made available to them.

[5] Ms. Jankus's challenge has two parts.

[6] The first part is a claim under s.15 of the Charter alleging discrimination as between adoptees and donor offspring. Ms. Jankus says that the Province has discriminated against donor offspring by enacting under-inclusive legislation – the Adoption Act and Adoption Regulation – and by failing to enact any legislation to provide her and other donor offspring with the rights and opportunities to know their origins that most Canadians take for granted.

[7] The second part is a claim under s.7 of the Charter that the liberty and security rights of donor offspring are violated by the Province's failure to enact legislation to protect fundamental aspects of their personal autonomy and health. Here, Ms. Jankus argues that s.7 of the Charter guarantees a positive right to liberty and security of the person, and therefore guarantees a free-standing constitutional right to know one's origins and genetic heritage. Ms. Jankus seeks, on her own behalf and on behalf of all donor offspring, the right to the identity of the donor, irrespective of when donor offspring were conceived, and irrespective of whether the donor believed that he would remain anonymous.

Document 16: Information

INFORMATION

CANADA:

PROVINCE OF NEW BRUNSWICK:

This is the Information of CORPORAL JESSICA OLIVIA LANGVIN, a member of THE ROYAL CANADIAN MOUNTED POLICE, of Saint John, New Brunswick.

The informant says that she has reasonable and probable grounds to believe and does believe that:

Count 1: MARCUS DUPRES, on or about the 17th day of April, in the year 20--,
at the City of Saint John, in the Province of New Brunswick, did conspire together
with DEVON MALLICK and diverse persons unknown, to commit an indictable
offence, to wit: having in his possession a narcotic, to wit MDMA (ecstasy), for
the purpose of trafficking, contrary to section 5(2) of the *Controlled Drugs and
Substances Act* and sections 4(3), 354(1), and 355(2) of the *Criminal Code of
Canada*.

Count 2: MARCUS DUPRES, on or about the 17th day of April, in the year 20--,
at the City of Saint John, in the Province of New Brunswick, did have in his
possession a narcotic, to wit MDMA (ecstasy), for the purpose of trafficking,
contrary to section 5(2) of the *Controlled Drugs and Substances Act*.

SWORN BEFORE ME this
day of , 20-- at Saint John,
New Brunswick

A Justice of the Peace in and for the
Province of New Brunswick

JESSICA OLIVIA LANGVIN

Document 17: Reasons for Judgment Extract

REASONS FOR JUDGMENT

- [1] The appellant was charged with sexual assault and sexual interference in regard to two teenage girls. In addition to the evidence of the complainants, the Crown relied upon statements made by the appellant, admitting the conduct in relation to one girl, and his being unable to remember if the conduct in relation to the other occurred. The appellant testified, denied the conduct occurred with either complainant, and called character evidence. He admitted making the statements relied upon, but testified they were induced from him and were false. The statements were made to a judge of the Supreme Court of Nova Scotia, who was the appellant's aunt and the grandmother of one of the complainants.
- [2] The trial judge admitted the statements following a *voir dire*, concluding that neither the judge nor the mother of one of the complainants, the judge's daughter, were "persons in authority". She disbelieved the appellant's evidence that there was no sexual contact with the complainants, rejected his evidence that the statement was false, and found the appellant guilty on the four counts. She stayed the two counts of sexual interference pursuant to *Bernstein v. The Queen* (1986), 28 C.C.C. 973. The appellant was sentenced to 6 months, served conditionally on each count consecutive to each other, and 12 months' probation. He has served the conditional sentences.
- [3] He appeals the convictions, contending the trial judge erred in finding the judge and her daughter were not "persons in authority", and in failing to provide adequate reasons for judgment.
- [4] For the following reasons, the appeal is allowed and a new trial ordered.

The Factual Allegations

- [5] The first complainant, D.P., testified that she spent the night at the appellant's home in December of 20--. D.P. had been smoking marijuana, and passed out on the couch. Because he was expecting company to watch a hockey game on television, the appellant moved or carried D.P. into the appellant's bed. D.P. testified that when she went to bed the buttons of dress were done up. They were tight and difficult to undo. When she awoke in the morning, they were undone. On a previous occasion, several months before, she had gone to sleep in the appellant's bed and awoke in the night ...

Document 18: Bench Warrant

COURT FILE NO: 987546
COURT LOCATION: Prince George

**IN THE PROVINCIAL COURT OF
BRITISH COLUMBIA**

BETWEEN:

HER MAJESTY THE QUEEN,

Plaintiff

AND:

ANGELA AVA ZHANG

Defendant

BENCH WARRANT

To all peace officers in British Columbia:

This Court orders you to arrest ANGELA AVA ZHANG of 772 Freeman Street, Prince George, British Columbia, and bring that person before a justice of the peace as soon as is practicable.

The reason for the arrest is that the person did not attend this Court at Prince George on October 12, 20--, as ordered by the Court in the presence of the person.

Dated: _____
By the Court or the clerk on behalf
of Justice Carmichael

EXTRACT FROM R. v. HARRISON, 2009 SCC 34, [2009] 2 S.C.R. 494

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO

Constitutional law — Charter of Rights — Enforcement — Exclusion of evidence — Police officer stopping and searching accused's rental vehicle — Cocaine found and accused charged with trafficking — Trial judge finding breaches of accused's constitutional rights against arbitrary detention and unreasonable search and seizure, but concluding that evidence should not be excluded — Accused convicted — Where admission of evidence bringing administration of justice into disrepute — Revised framework for determining whether evidence obtained in breach of constitutional rights must be excluded — Canadian Charter of Rights and Freedoms, s.24(2).

The accused and his friend were driving a rented sports utility vehicle from Vancouver to Toronto. In Ontario, a police officer on highway patrol noticed that the vehicle had no front licence plate. Only after activating his roof lights to pull it over did he realize that, because it was registered in Alberta, the vehicle did not require a front licence plate. The officer was informed by radio dispatch that the vehicle had been rented at the Vancouver airport. Even though he had no grounds to believe that any offence was being committed, the officer testified at trial that abandoning the detention might have affected the integrity of the police in the eyes of observers. The officer's suspicions seem to have been aroused from the beginning of this encounter. He arrested the accused after discovering that his driver's licence had been suspended. The officer then proceeded to search the vehicle. He found two cardboard boxes containing 35 kg of cocaine. On a *voir dire*, the trial judge held that the initial detention of the accused was premised on a mere hunch or suspicion rather than reasonable grounds and therefore constituted an arbitrary detention.

3.

and save him harmless from all claims, costs, expenses, damages, and actions which may arise in respect thereof.

- 3.04 Subject to this Agreement, Zack is solely responsible for the payment of any liabilities that he has incurred to the date of this Agreement and will indemnify Christie and save her harmless from all claims, costs, expenses, damages, and actions which may arise in respect thereof.
- 3.05 Except as otherwise provided in this Agreement, after the date of this Agreement, neither of Christie and Zack will pledge the credit of the other, contract in the name of the other, or in any way bind the other for any debts or obligations, and they will each be solely responsible for the payment of any debts and obligations they may respectively incur.
- 3.06 Except as otherwise provided in this Agreement, if after the date of this Agreement, either of Christie and Zack pledges the credit of the other, contracts in the name of the other, or in any way binds the other for any debts or obligations, she or he shall indemnify and save the other harmless from all claims, costs, expenses, damages, and actions in respect thereof.

4.00 GUARDIANSHIP & SUPPORT

- 4.01 Christie and Zack agree that the issues of guardianship and support for the Children shall be referred to Family Services of Castlegar in an attempt to mediate such issues.
- 4.02 Should a settlement of the issues of guardianship and support for the Children be resolved by mediation by Family Services of Castlegar, then such agreement shall be reduced to writing and filed with the Provincial Court of British Columbia.
- 4.03 Should mediation with Family Services of Castlegar not be successful, then either Christie or Zack may bring an application to either the Supreme Court of British Columbia, or the Provincial Court of British Columbia for a determination of such issues.
- 4.04 Pending settlement of the issue of guardianship, Christie and Zack agree to retain joint guardianship of the Children and agree that joint guardianship, for the purposes of this Agreement, shall be defined as follows:
 - a. they are to be the joint guardians of the estates of the Children;
 - b. in the event of the death of either of Christie or Zack, the other will be the sole guardian of the Children; ...

Document 20: Separation Agreement Extracts

7.

8.00 RIGHTS UNDER THE FAMILY LAW ACT "the Act"

- 8.01 Christie and Zack hereby acknowledge and agree that each of them has been fully informed of their respective rights, titles, and interests in, of, and to all family assets as defined in the Act as each of them acknowledges that this Agreement and the rights and obligations it grants to each of them is a complete and full settlement of all such rights, titles, and interests in, of, and to any and all property either or both of them may own or have in their possession.
- 8.02 In the event that Christie or Zack make or pursue any claim against the other, except as provided for in this Agreement, in respect of property, real or personal, communal or otherwise, whether at law or in equity, in any jurisdiction whatsoever, and without limiting the generality of the foregoing, any claims pursuant to Sections 15 and 16 of the *Divorce Act* aforesaid or pursuant to the Act, it is agreed that this contract may be pleaded as full estoppel and defence to any such claim made by Christie or Zack upon the other.

9.00 RELEASES

- 9.01 This Agreement is a full and final settlement of all issues, except guardianship and child support between Christie and Zack and all rights and obligations arising out of their marriage.
- 9.02 Christie and Zack each hereby forever discharges and releases the other from all claims at law, in equity, or by statute, including, without restricting the generality of the foregoing, the Act, *Wills, Estates, and Succession Act* and amending Acts thereto, with respect to:
- a. spousal, but not child support;
 - b. property;
 - c. succession rights; and
 - d. any other matter arising from their common-law relationship.
- 9.03 Subject to the provisions of the Agreement, neither Christie nor Zack shall claim interim or permanent support from the other and further discharges or releases the other from all such claims.
- 9.04 In consideration of the mutual covenants set forth in this Agreement, Christie has remised, released, and forever discharged, and by these presents does for herself, her heirs, executors, and administrators, remise, release, and forever discharge Zack, his heirs, executors, and administrators of and from all manner of action and ...

Document 21: Notice of Family Claim and Schedule 1 Extracts

NO.

SMITHERS REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

CLAIMANT: JENNA CORAL WEYGANG

RESPONDENT: VICTOR FRANK WEYGANG

NOTICE OF FAMILY CLAIM

W o r d i n g n o t s h o w n

1. Information About the Parties

The claimant, JENNA CORAL WEYGANG, is the wife of the respondent, VICTOR FRANK WEYGANG.

2. Spousal Relationship History

The claimant, JENNA CORAL WEYGANG, and the respondent, VICTOR FRANK WEYGANG, were married on August 10, 20--, and separated on April 29, 20--.

3. Prior Court Proceedings and Agreements

There is no prior Agreement, Court Order, or court proceeding relating to any of the claims made in this Notice of Family Claim.

SCHEDULE 1 - DIVORCE

W o r d i n g n o t s h o w n

2. Grounds for my Claim for Divorce

I ask for an Order for Divorce as a result of my spouse and I having lived separate and apart since April 29, 20-- **AND** I confirm that we have not lived together since then.

3. I confirm that:

There is no possibility of reconciliation and there has been no collusion, as defined in Section 11(4) of the *Divorce Act* (Canada), in relation to this claim for divorce.

Document 22: Articles of Incorporation

ARTICLES OF INCORPORATION
Business Corporations Act, Section 6
Form 1

- 1. Name of Corporation**

NORTHERN LIGHTS CATERING SERVICES LTD.

- 2. The classes of shares, and any maximum number of shares that the Corporation is authorized to issue.**

45,000 Class "A" Common Shares
30,000 Class "B" Common Shares

- 3. Restrictions on share transfers (if any):**

None

4. **Number, or minimum and maximum number, of Directors that the Corporation may have:**

Two (2) minimum and Four (4) maximum

5. If the Corporation is restricted FROM carrying on a certain type of business, or restricted TO carrying on a certain type of business, specify the restriction(s):

None

- 6. Other rules or provisions (if any):**

None

- | | | | | |
|----|-------------------------------|------|----------|-----|
| 7. | Date signed by Incorporators: | 20-- | November | 7 |
| | | Year | Month | Day |

Incorporators

Signature:	Address:
Print Name: CASSIE-LEE GEORGE	310 - 117 Street NW Edmonton, AB T6J 3F6
Signature:	Address:
Print Name: WILLIAM TERRY SHELDRAKE	5800 - 44 Avenue Camrose, AB T4V 0B1

Document 23: Company Articles Extracts

- 4.3 Before allotting any shares the directors shall first offer those shares pro rata to the members; but if there are classes of shares, the directors shall first offer the shares to be allotted pro rata to the members holding shares of the class proposed to be allotted, and if any shares remain, the directors shall then offer the remaining shares pro rata to the other members. The offer shall be made by notice specifying the number of shares offered and limiting a time for acceptance. After the expiration of the time for acceptance or on receipt of written confirmation from the person to whom the offer is made that they decline to accept the offer, and if there are no other members holding shares who should first receive an offer, the directors may for three months thereafter offer the shares to such persons and in such manner as they think most beneficial to the company; but the offer to those persons shall not be at a price less than or on terms more favourable than the offer to the members.
- 8.6 The directors may from time to time at their discretion authorize the company to borrow any sum of money for the purposes of the company and may raise or secure the repayment of that sum in such manner and on such terms and conditions, in all respects, as they think fit, and in particular, and without limiting the generality of the foregoing, by the issue of bonds or debentures, or any mortgage or charge, whether specific or floating, or other security on the undertaking or the whole or any part of the property of the company, both present and future.
- 9.2 Where there are joint members registered in respect of any share, any one of the joint members may vote at any meeting, either personally or by proxy, in respect of the share as if they were solely entitled to it. If more than one of the joint members is present at the meeting, personally or by proxy, the joint member present whose name stands first on the register in respect of the share shall alone be entitled to vote in respect of that share. Several executors or administrators of a deceased member in whose sole name any share stands shall, for the purpose of this article, be deemed joint members.
- 13.8 The directors may meet together at such places as they think fit for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, as they see fit. The directors may from time to time fix the quorum necessary for the transaction of business and unless so fixed the quorum shall be a majority of the directors then in office. The president of the company shall be chairperson of all meetings of the directors; but if at any meeting the president is not present within 30 minutes after the time appointed for holding the meeting, the directors present may choose some one of their number to be chairperson at that meeting. A director may at any time, and the secretary, on the request of a director, shall convene a meeting of the directors.
- 17.9 A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of paid-up shares, bonds, debentures, or other debt obligations of the company, or in any one or more of those ways, and, where any difficulty arises in regard to the distribution, the directors may settle the same as they think expedient, and in particular may fix the value for distribution of specific assets, and may determine that cash payments shall be made to a member on the basis of the value so fixed in place of fractional shares, bonds, debentures, or other debt obligations in order to adjust the rights of all parties, and may vest any of those specific assets in trustees on such trusts for the persons entitled as may seem expedient to the directors.

Document 24: Post-Incorporation Consent Resolutions of the Subscribers

CONSENT RESOLUTIONS OF THE SUBSCRIBERS TO THE MEMORANDUM OF SHADOW MOUNTAIN EQUIPMENT CORPORATION

PURSUANT to and in accordance with the powers vested in the subscribers by the Articles of Incorporation of the company, the following Resolutions are hereby passed, having been consented to in writing by the said subscribers as evidenced by their signatures hereto affixed:

1. INCORPORATION DOCUMENTS

RESOLVED that the Certificate of Incorporation of the company dated the 21st day of April, 20--, and bearing No. 956430 as issued by the Ministry of Government Services of the Province of Ontario, together with a true copy of the Articles of Incorporation of the company, be and are hereby accepted for filing in the corporate records of the company.

2. ALLOTMENT OF THE SUBSCRIBERS' SHARES

RESOLVED that the following shares be and are hereby allotted to the subscribers:

<u>Name</u>	<u>Number, Kind and Class of Share</u>
TATJANA KARINA VASLET	ONE THOUSAND (1,000) Class "A" Common Shares without par value at a price of ONE (\$1.00) DOLLAR per share.
SOMAWANSA TODD DOIRIN	ONE THOUSAND (1,000) Class "B" Common Shares without par value at a price of ONE (\$1.00) DOLLAR per share.

and that such shares be declared to have been issued as fully paid and non-assessable, that Certificates Nos. 1 and 2 for the said shares be issued accordingly, that the president and secretary or either of them be and are hereby authorized to execute and deliver the said Share Certificates and that the appropriate entries be made in the Register of Allotments and the Register of Members.

3. NUMBER OF DIRECTORS

RESOLVED that the number of directors of the company be and is hereby fixed at FOUR (4).

4. APPOINTMENT OF DIRECTORS

RESOLVED that the following persons, having consented to act as directors of the company, be and they are hereby appointed as directors of the company to hold office until the first Annual General Meeting of the company or until their successor or successors are appointed:

TATJANA KARINA VASLET
SOMAWANSA TODD DOIRIN
JACOB BRETT HOMAN
JOSEPHINE IRIS GOSSELIN

Document 24: Post-Incorporation Consent Resolutions of the Subscribers

2.

5. RECORDS AND REGISTERED OFFICE

RESOLVED that the company's records office and registered office shall be located at 3076 Wolfedale Road, Mississauga, Ontario L5C 1V8, or at such other location as the company may from time to time determine.

RESOLVED that the records, documents or instruments of the company may be examined at the records office of the company by persons other than directors of the company in accordance with the provisions of the *Business Corporations Act*, during such period or periods of time as shall be determined by the secretary or, where an agent is retained by the company to maintain its records office, then by such agent; PROVIDED HOWEVER that at least TWO (2) consecutive hours in each business day shall be allowed for such examination.

RESOLVED that the following fees may be charged by SHADOW MOUNTAIN EQUIPMENT CORPORATION:

- | | | |
|-----|--|---|
| (a) | Examination fee: | SEVENTY-FIVE (\$0.75) CENTS for each record, document, or instrument examined by any person other than directors, members, or debentureholders; |
| (b) | Copying fee (including lists of members and debentureholders): | EIGHTY (\$0.80) CENTS per page. |

6. AUDITORS

RESOLVED that pursuant to Section 148(b) of the *Business Corporations Act* of the Province of Ontario, R.S.O. 1990, Chapter B.16, the appointment of an auditor of the company for the current fiscal year of the company be and the same is hereby waived.

DATED at Mississauga, Ontario, this day of , 20--.

TATJANA KARINA VASLET

SOMAWANSA TODD DOIRIN

Document 25: Ordinary Resolution

PRAIRIE WIND FARM SYSTEMS (MOOSE JAW) INC.

ORDINARY RESOLUTION

RESOLVED THAT the acquisition, on the terms and subject to the conditions of the offer set out in the Offer Document dated December 3, 20--, a copy of which was produced to the meeting and for identification purposes signed by the chair of the meeting, and the Transaction Agreements, **BE AND ARE HEREBY APPROVED**, and the directors be and are hereby authorized to waive, amend, vary, or extend any of the terms of the Offer Document and the Transaction Agreements and to do all things as they may consider to be necessary or desirable to implement and give effect to, or otherwise in connection with, the acquisition and any matters incidental to the acquisition.

DATED at Moose Jaw, Saskatchewan, this day of , 20--.

ANGELINA JOY CHAMAGNE

MARVIN KENNETH KOHOUT

AGREEMENT OF PURCHASE AND SALE

PART 1: COMMON CLAUSES

W o r d i n g n o t s h o w n

The Buyer, JACKSON PETER THOMS and JACKIE KATE THOMS, of 89 Chester Highway, Chester, Nova Scotia, having personally viewed the following property, offers to buy from the Seller, SHEENA MARLA ADDISON, through the Agents SOUTH WINDS REALTY LTD. and PRIMROSE PROPERTIES INC., said property known as 59 Seaview Crescent, Martins Point, Nova Scotia, PID 45920527, in the County of Lunenburg, Province of Nova Scotia, at a purchase price of ONE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$195,000) on the following terms subject to provisions in Paragraph 9(b) regarding HST which must be initialled by the parties to this Agreement.

W o r d i n g n o t s h o w n

3. CLOSING DATE

This Agreement shall be completed on or before the 3rd day of November, 20-- (hereinafter called "the closing date"). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided.

The Seller shall use her best efforts to have the property empty by 12 noon to facilitate the Buyer's pre-closing viewing.

W o r d i n g n o t s h o w n

10. GENERAL

Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer, or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified cheque, or their equivalent, drawn on a chartered Canadian Bank, Trust Company, or Credit Union.

W o r d i n g n o t s h o w n

2.

12. ADDITIONAL TERMS AND CONDITIONS

This Agreement is further subject to the following terms and conditions:

Chattels to remain: All window coverings, fridge, stove, washer, dryer, and dishwasher

W o r d i n g n o t s h o w n

- Subject to a new first/second mortgage being made available to the Buyer by September 27, 20--, in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) at an interest rate not to exceed 6.75% per annum calculated half-yearly, not in advance, with a 25-year amortization period, 5-year term, and repayable in blended payments of approximately NINE HUNDRED AND TWENTY-THREE DOLLARS AND SIXTY CENTS (\$923.60) per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee). This condition is for the sole benefit of the Buyer.
- Subject to the Buyer receiving and approving a satisfactory inspection from a certified home inspector by September 29, 20--. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property with reasonable notice.
- Subject to the Buyer conducting a satisfactory search at the municipal planning office by September 28, 20--. This condition is for the sole benefit of the Buyer.
- Subject to the Buyer receiving and approving a satisfactory septic testing (non-invasive) and a flow test on the well by October 2, 20--. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property with reasonable notice.
- Subject to the Seller providing the Buyer with a copy of a Survey of the property by September 29, 20--, to confirm the property is as the Buyer believes it to be. This condition is for the sole benefit of the Buyer.

Document 27: Engagement letter

GANDHI WENTZELL LLP

Barristers and Solicitors
Suite 1900, Purdy's Wharf Tower
Halifax, NS B3J 2V9
Tel: 902-425-0405
E-mail: m.toews@gandhiwent.ca

File No. 25,670/4

September 16, 20--

Mr. J. P. and Mrs. J. K. Thoms
89 Chester Highway
Chester, NS B0J 3P0

Dear Mr. and Mrs. Thoms:

Re: Purchase of 59 Seaview Crescent, Martins Point, NS

Further to our meeting today when we reviewed your Agreement of Purchase and Sale, for the above property transaction, our firm is happy to act on your behalf. We greatly appreciate your confidence in referring this transaction to our firm and trust that our legal services will meet with your complete satisfaction.

We are required by the Nova Scotia Barristers' Society to take reasonable steps to document confirmation of your identification in our file prior to the execution of the conveyancing documentation. This we did at our meeting today when you both presented your driver's licence. We propose to maintain a copy of your identification documentation in your conveyancing file.

Upon receipt of the Statement of Registered and Recorded Interests evidencing the migration of the property to the Land Registration system and a copy of a full property survey from the vendor's lawyer, our firm will review the same. We will then carry out the necessary title investigations required to ascertain that there is good and marketable title to the property.

We have today contacted the Tax Collector's office requesting an up-to-date statement of the taxes due and owing and the status of any liens and charges against the property.

Further to our discussions today, please advise us as soon as possible how you want us to register your ownership: as joint tenants or tenants-in-common. We understand that you want to seek advice from your accountant on this matter. Should you decide to put the property in the name of Jackson only, we can make provision for this circumstance in your new Wills.

We also confirm that most finance companies committing mortgage funds require, as a condition of releasing the funds, a Quality Well Certificate one week prior to closing.

A few days prior to the completion date, we will contact you with the time and place of closing and let you know the approximate amount of cash required to complete the transaction. On the closing date, there are two further administrative requirements that we wish to draw to your attention.

First, as the funds are trust funds, and we will be required to forward these funds to the vendor's solicitor, we would request that you arrange to have the money brought to our office in the form of either a bank draft or a certified cheque made payable to "Gandhi Wentzell, In Trust".

Document 27: Engagement letter

2.

In the event that the approximate amount that we advise you to have at the closing is not sufficient, we will accept a certified cheque for the balance. On the other hand, should the amount of your certified cheque exceed the amount required to close we will, of course, refund the balance to you.

Secondly, at the time of purchase, we will require confirmation of a fire insurance policy protecting you and your mortgage company against financial loss from fire, as well as including in that fire insurance policy the Standard Mortgage Clause: "made payable to **"Name of Banking Facility"** as their interest may appear from time to time."

Please make the necessary arrangements with your insurance company. We will require a letter from the insurance company setting out the policy number, the insurance company, the amount of coverage, the effective date, the expiry date, the location of the property, and the full names of the insured, to include the loss payable provision as outlined above to the lending institution with whom you choose to have your mortgage. We will require this letter as soon as possible.

We would also bring to your attention that you will be responsible for checking with the fire marshal and building inspector to make sure that the building is up to all codes.

Please make an appointment to view the property within 24 hours of closing to ensure that you are satisfied with your purchase.

Do feel free to telephone our office if you have any questions.

Yours very truly,

GANDHI WENTZELL LLP

Per:

Melissa Toews

MT/NVR

Document 28: Warranty Deed

THIS WARRANTY DEED made the _____ day of _____, 20--.

BETWEEN:

SHEENA MARLA ADDISION, Decorator, of Martins Point, in the County of Lunenburg and Province of Nova Scotia (hereinafter called "the Grantor")

- and -

JACKSON PETER THOMS, Author, and **JACKIE KATE THOMS**, Landscape Gardener, both of Chester, in the County of Lunenburg and Province of Nova Scotia, taking title as Joint Tenants and not as Tenants-in-Common (hereinafter called "the Grantee")

WITNESSETH THAT in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration:

The Grantor hereby conveys to the Grantee, as Joint Tenants and not as Tenants in Common, the lands described in Schedule "A" to this Warranty Deed, and hereby consents to this disposition, pursuant to the *Matrimonial Property Act* of Nova Scotia.

The Grantor covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may be reasonably required.

In this Warranty Deed, the singular includes the plural and the masculine includes the feminine, with the intent that this Warranty Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF the Grantor has hereunto set her hand and seal, the day and year first above written.

SIGNED, SEALED, AND DELIVERED
in the presence of:

Name

Address

Occupation

SHEENA MARLA ADDISON

Document 29: Notice of Public Auction – Foreclosure

20--

Hfx. No. 762431

SUPREME COURT OF NOVA SCOTIA

Between:

ABC BANK CORPORATION

Plaintiff

and

SEWELL & ASSOCIATES LTD., TRUSTEE IN BANKRUPTCY
FOR NORAH ROSAMUND PATCHETT, A BANKRUPT
AND PIERRE ANDRE DOUCETTE

Defendants

and

SHELLEY-ANNE WARBURG

Guarantor

NOTICE OF PUBLIC AUCTION

TO BE SOLD AT PUBLIC AUCTION under an Order for Foreclosure, Sales, and Possession, unless before the time of sale the amount due to the ABC BANK CORPORATION on the mortgage under foreclosure, plus costs to be taxed, are paid:

PROPERTY: House, land, and premises known as 670 Morton Lake Road, Eastern Passage, Halifax County, Nova Scotia. The property is further identified by PID #87450932. The lands are more fully described in a Mortgage dated July 20, 20--, as recorded in the Land Registration Office for Halifax County as Document #88554301 on July 26, 20--. The property is migrated pursuant to the *Land Registration Act*.

Subject to an Easement/Right of Way as described on the parcel register.

A copy of the description of the property, as contained in the mortgage under foreclosure, is on file at the Sheriff's Office and may be inspected during business hours.

DATE OF SALE: Thursday, April 10, 20--

TIME OF SALE: 10:30 o'clock in the morning local time

Document 29: Notice of Public Auction – Foreclosure

2.

PLACE OF SALE: The Law Courts, 1815 Upper Water Street, Court Room #5, Halifax,
Nova Scotia

TERMS: TEN PERCENT (10%) deposit (payable by cash, certified cheque, or
Solicitor's trust cheque) at the time of sale, remainder within FIFTEEN
(15) DAYS upon delivery of Deed.

SIGNED this 1st day of March, 20--.

JASON P. LEUNG
High Sheriff in and for
the County of Halifax

BRIAN R. JEWISON, Q.C.
GANDHI WENTZELL LLP
Barristers and Solicitors
Suite 1900, Purdy's Wharf Tower
Halifax, NS B3J 2V9

Document 30: Will Extracts

THIS IS THE LAST WILL of me **MADHURI REKHA CHAVDA** of 4647 - 47 Street, Red Deer, Alberta, T4N 1P9.

1.00 REVOCATION

1.01 I REVOKE all former Wills and Codicils.

2.00 APPOINTMENT OF EXECUTOR

2.01 PROVIDED he survives me for 30 days, I GIVE all my property, both real and personal, wherever situate, including any property over which I may have a general power of appointment, to my husband **SUNIL CHAVDA** ("SUNIL") for his own use absolutely and I APPOINT him sole executor of this my Will.

2.02 Should SUNIL predecease, refuse, or be unable to act or continue to act, or request to be discharged, then I APPOINT **SHEILA ANJARIA** of **NATHWANI, SPOHN & CO.**, Chartered Accountants, to be the executor in his place and stead.

2.03 The expression "trustees" shall mean and include the executrix or executrices, executor or executors and the trustee or trustees for the time being hereof whether original, additional or substituted.

3.00 DIRECTIONS

3.01 I DIRECT my trustees to follow the directions contained in any Memorandum found with this my Will whether or not such Memorandum be in testamentary form.

3.02 IT IS MY DESIRE that my funeral be simple and no unreasonable expense beyond what is necessary be incurred, and that I be cremated.

4.00 DEVISE TO TRUSTEES

4.01 Should SUNIL predecease me, or surviving me die within 30 days of my death, I GIVE all my property, both real and personal, wherever situate, including any property over which I may have a general power of appointment, to my trustees in trust.

4.02 My trustees shall sell, call in and convert into money all my assets not consisting of money, except as otherwise specifically disposed of by this Will or any Codicil thereto, at such times and upon such terms as my trustees deem advisable, with power to postpone the sale or conversion of any part of my estate for such length of time as they may consider best.

4.03 I HEREBY DECLARE that my trustees may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate) for such length of time as my said trustees may, in their discretion, deem advisable.

4.04 My trustees shall pay out of the capital of my estate my just debts, funeral and testamentary expenses and all succession duties, inheritance and death taxes, whether imposed by or pursuant to the law of this or any other jurisdiction, including such that may be payable in connection with any insurance on my life or any gift or benefit given by me either in my lifetime or by survivorship or by my Will or any Codicil hereto, whether such duties or taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time.

4.05 I AUTHORIZE my trustees to prepay or commute any such duty or taxes PROVIDED this direction shall not apply to any taxes that may be payable by a purchaser or transferee in connection with any property

Document 30: Will Extracts

transferred to or acquired by such purchaser or transferee upon or after my death, pursuant to any agreement with respect to such property.

5.00 RESIDUE

- 5.01 Should SUNIL predecease me or surviving me die within 30 days of my death, my trustees shall divide the residue of my estate into two equal shares for the benefit of my nieces, **HABIBAH ANJARIA** ("HABIBAH") and **MEETRA DHALIWAL** ("MEETRA") for their own use absolutely.
- 5.02 Should either HABIBAH or MEETRA predecease me, then the share that she would have taken shall be paid to the survivor of them.
- 5.03 Should both HABIBAH and MEETRA predecease me, then the residue of my estate shall be paid to **THE INDO-CANADIAN CULTURAL CENTRE**, 3100 - 40 Street, Red Deer, Alberta, for its own use absolutely.

6.00 TRUSTEE POWERS

In order to carry out the provisions of this my Will, I hereby give my trustees the following powers:

Payment In Specie

- 6.01 My trustees may make any division of my estate or set aside or pay any share or interest therein, either wholly or in part, in the assets forming my estate at the time of my death or at the time of such division, setting aside or payment, AND I EXPRESSLY WILL that my trustees shall, in their absolute discretion, fix the value of my estate or any part thereof for the purpose of making any such division, setting aside or payment, and the decision of my trustees shall be final and binding on all persons concerned.

Continuation of Business

- 6.02 My trustees may continue and carry on or to participate in the carrying on of any business which I may own or in which I may be interested at the time of my death for such length of time during the continuance of the trusts hereof as my trustees in their absolute discretion consider to be in the best interests of my estate AND I GIVE to my trustees power to do all things necessary or advisable for the carrying on, incorporation, reorganization, winding-up or disposal of any such business or interest therein to the same extent that I myself could do if living.

Document 31: Affidavit of Executor

IN THE SUPREME COURT OF BRITISH COLUMBIA – IN PROBATE

RE: THE ESTATE OF PIERRE DAIGNEAULT, DECEASED

AFFIDAVIT OF EXECUTOR

I, MAURICE LAVALLIERE, of #64 - 6001 Promontory Road, Sardis, British Columbia, Retired,
SWEAR THAT:

1. PIERRE DAIGNEAULT, late of #510 - 555 West 28th Avenue, North Vancouver, British Columbia, Retired, died on June 8, 20--, at Abbotsford, in the Province of British Columbia.
2. I believe Exhibit "A" to this Affidavit to be the deceased's original Last Will that is dated January 18, 20--.
3. I am the sole executor named in the Will.
4. To the best of my knowledge the Will is not witnessed by a person to whom or to whose then wife or husband, a beneficial devise, bequest, or other disposition or appointment is given or made.
5. I have made a diligent search and inquiry to ascertain the assets and liabilities of the deceased.
6. The statement marked Exhibit "B" to this Affidavit discloses the assets and liabilities of the deceased, irrespective of their nature, location or value, that pass to the deceased's personal representative, together with the names and addresses of the beneficiaries, their relationship to the deceased and the property passing to them.
7. I will promptly disclose to the court the existence of any asset or liability that has not been disclosed in Exhibit "B" to this Affidavit when I learn of the same.
8. I will administer according to law all of the estate that by law devolves to and vests in the personal representative of the deceased and I will exhibit a true and perfect inventory of the estate and render a just and true account thereof whenever required by law to do so.

SWORN BEFORE ME at Sardis,)
British Columbia, on February 21, 20--)

A Commissioner for Taking Affidavits for
British Columbia)

)
)
)
)
)
)

MAURICE LAVALLIERE)

Document 32: Notice of Objection

ONTARIO

SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE ESTATE OF ELINOR MERNA MISENER,
a.k.a. ELLIE MERNA MISENER, DECEASED**

AND

**IN THE MATTER OF AN APPLICATION FOR A CERTIFICATE OF
APPOINTMENT OF ESTATE TRUSTEE**

NOTICE OF OBJECTION

I, **RITA DOREEN GERRISH**, object to the issuing of a Certificate of Appointment of Estate Trustee to **ARTHUR JACK CAIRNS**, without notice to me because of his unfitness to act as estate trustee based on his being convicted of fraud and embezzlement in 1989.

The nature of my interest in the estate is that I am the sole sister of the deceased and am a named beneficiary under her Will dated April 9, 20--.

DATE: May 27, 20--

RITA DOREEN GERRISH

LEOPOLD HILLIAR
Solicitor for the Objector
GANDHI WENTZELL LLP
Barristers and Solicitors
77 King Street West, Suite 1800
Toronto, ON M5K 1A1
Tel: 416-863-2974

Document 33: Notice to Heirs

IN THE COURT OF PROBATE FOR NOVA SCOTIA
IN THE ESTATE OF JEAN-GUY LEDUC, DECEASED

NOTICE TO HEIRS

TO: AUDREY MEUNIER
79 Tallwood Road
Southbury, CT 06499
U.S.A.

JEAN-GUY LEDUC died on March 4, 20-- without leaving a Will. In this circumstance, the provisions of the *Intestate Succession Act* determine which relatives of the deceased inherit the estate. You **may be** one of these relatives, and you **may be** entitled to inherit under this estate.

Administration of the estate was granted on January 8, 20--.

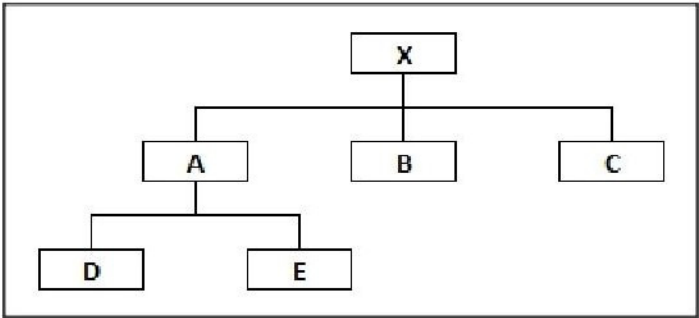
The personal representative of the estate will collect the estate property, pay the debts, transmit and distribute the estate, complete the administration of the estate, and do anything else required of him.

You can contact JACK DONALD LACROIX, personal representative of the estate, care of the address given below, for any further information you may need.

DATED at Halifax, Nova Scotia, this 15th day of January, 20--.

JACK DONALD LACROIX
c/o JEAN CHRISTINE PICHE
Solicitor for the Personal Representative
GANDHI WENTZELL LLP
Barristers & Solicitors
Suite 1900, Purdy's Wharf Tower II
1969 Upper Water Street
Halifax, NS B3J 2V9

INHERITANCE CHART



Situation 1: X dies leaving

3 children: A, B, and C
2 grandchildren: D and E
(children of A)

INHERITANCE TYPE	PERSON	RELATIONSHIP	PORTION OF ESTATE
PER STIRPES	A	Child	1/3
	B	Child	1/3
	C	Child	1/3
	D	Grandchild	0
	E	Grandchild	0

Situation 2: X dies leaving

2 children: B and C,
A having predeceased X
2 grandchildren: D and E
(children of A)

PERSON	RELATIONSHIP	PORTION OF ESTATE
B	Child	1/3
C	Child	1/3
D	Grandchild	1/6
E	Grandchild	1/6

INHERITANCE TYPE	PERSON	RELATIONSHIP	PORTION OF ESTATE
PER CAPITA	A	Child	1/5
	B	Child	1/5
	C	Child	1/5
	D	Grandchild	1/5
	E	Grandchild	1/5

PERSON	RELATIONSHIP	PORTION OF ESTATE
B	Child	1/4
C	Child	1/4
D	Grandchild	1/4
E	Grandchild	1/4