

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
AMENDMENTS TO *THE QUEEN'S BENCH RULES AND FORMS*

*The Queen's Bench Rules and Forms* are amended, effective August 1, 2016, in the manner set forth below:

**PART I  
Rules**

**Part 3 amended**

1(1) Part 3 is amended in the manner set forth in this section.

(2) **Subrule 3-50(2) is amended by striking out "at least 3 days" and substituting "in accordance with rule 13-23.1"**.

(3) **The Information Note that follows rule 3-52 is deleted and the following substituted:**

"

<p><b>Information Note</b></p> <p>See rules 13-23.1, 6-12 and 6-15 regarding when affidavits must be filed with the Court.</p>
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"

(4) **Subrule 3-63(3) is repealed and the following substituted:**

"(3) An affidavit or other evidence to be used to support the originating application must be:

(a) served on each of the other parties 10 days or more before the date scheduled for hearing the application; and

(b) filed in accordance with rule 13-23.1".

**Part 5 amended**

**2 Subrule 5-41(2) is repealed and the following substituted:**

"(2) No objection to the admissibility of an expert's report is permitted at trial unless:

(a) notice of the objection is served on the other party within 40 days after receipt of the expert report or 20 days before the date of the scheduled pre-trial conference, whichever date is later; or

(b) the Court permits the objection to be made".

**Part 6 amended**

3(1) Part 6 is amended in the manner set forth in this section.

(2) **Rule 6-9 is amended by striking out “and filing”.**

(3) **Subrule 6-14(1) is repealed and the following substituted:**

“(1) A party intending to oppose a claim made in an application shall:

(a) at least 7 days before the date set for hearing the application, serve a copy of each affidavit on which that party intends to rely at the hearing on every other party to the application; and

(b) file the affidavits in accordance with rule 13-23.1, with proof of service”.

(4) **Subrule 6-24(3) is repealed and the following substituted:**

“(3) An appearance day notice must be:

(a) served on each of the other parties 14 days or more before the appearance day application is scheduled to be heard or considered; and

(b) filed in accordance with rule 13-23.1”.

**Part 7 amended**

**4 Subrule 7-4(5) is repealed and the following substituted:**

“(5) Each party’s brief must be filed in accordance with rule 13-23.1, with proof of service, in the Court office where the application is to be heard”.

**Part 9 amended**

**5 Rule 9-4 is repealed and the following substituted:**

**“Adjournment of trial date**

9-4(1) Subject to subrule (3), with the consent of the parties, the local registrar may adjourn the trial date for any proceeding that is scheduled for 5 trial days or less if, in the local registrar’s opinion, the adjournment does not unreasonably interfere with the optimum use of court time.

(2) Except as permitted by subrule (1), if a trial date has been scheduled for any proceeding, the trial date must only be adjourned on the order of a judge on application by a party and supported by affidavit.

(3) This rule does not apply to trials arising under *The Child and Family Services Act*”.

**Part 10 amended**

6(1) Part 10 is amended in the manner set forth in this section.

**(2) Rule 10-4 is amended by adding the following subrule after subrule (2):**

“(3) This rule does not apply to proceedings in chambers for matters arising under:

- (a) *The Child and Family Services Act*; or
- (b) *The Enforcement of Maintenance Orders Act, 1997*”.

**(3) Subrule 10-43(3) is repealed and the following substituted:**

“(3) An order nisi for foreclosure:

- (a) for a non-matured mortgage is to be in Form 10-43A1; and
- (b) for a matured or demand mortgage is to be in Form 10-43A2.

“(3.1) The applicant for an order under this rule shall file a draft order in the applicable form, with all additions, insertions and changes underlined”.

**(4) Subrule 10-45(2) is repealed and the following substituted:**

“(2) For the purposes of this rule:

- (a) the claim in all actions with respect to an agreement for sale of land is to be in Form 10-45A;
- (b) an order nisi for cancellation of an agreement for sale of land is to be in Form 10-45B; and
- (c) a final order for cancellation of an agreement for sale of land is to be in Form 10-45C”.

**(5) Rule 10-47 is amended by adding the following subrules after subrule (4):**

“(5) For the purposes of this rule:

- (a) an order nisi for sale of land subject to a non-matured mortgage is to be in Form 10-47A;
- (b) an order nisi for sale of land subject to a matured or demand mortgage is to be in Form 10-47B;
- (c) an order nisi for sale of land subject to a non-matured mortgage by real estate listing is to be in Form 10-47C;

(d) an order nisi for sale of land subject to a matured or demand mortgage by real estate listing is to be in Form 10-47D; and

(e) an order confirming sale is to be in Form 10-47E.

“(6) The applicant for an order under this rule shall file a draft order in the applicable form, with all additions, insertions and changes underlined”.

**Part 11 amended**

**7 Rule 11-19 is repealed and the following substituted:**

**“Assessment of fees in accordance with Tariff**

**11-19(1)** The assessment of fees pursuant to clause 11-18(1)(a):

(a) is in the discretion of the assessment officer; and

(b) must be assessed according to the appropriate column of the applicable table of Tariff Schedule I.

(2) Each item in Tariff Schedule I “B” is deemed to include all necessary or reasonable services taken or had for the purpose of fully completing the step referred to in that item, and, if any step has only been partially completed, a proportionate part of the charge may be allowed.

(3) Notwithstanding subrule (2), if a lawyer has performed services that are not provided for by the Tariff, either expressly or by necessary implication, the assessment officer may give an allowance for that service that the assessment officer considers fair and reasonable.

(4) The assessment officer, in his or her discretion, may give an allowance for any steps taken by a lawyer that have:

(a) expedited the proceeding;

(b) saved costs; or

(c) settled the proceeding.

(5) If the assessment officer has exercised his or her discretion to give an allowance pursuant to subrule (3) or (4), an application to review the assessment of costs may be made pursuant to rule 11-22”.

**Part 12 amended**

**8 Subrule 12-4(2) is amended by repealing clause (d) and substituting the following:**

“(d) electronic transmission”.



**Part 13 amended**

9(1) Part 13 is amended in the manner set forth in this section.

**(2) The following rule is added after rule 13-23:**

**“Filing deadlines**

**13-23.1(1)** The deadline for filing documents to be used on a chambers application is:

- (a) 4:00 p.m. on Thursday for Monday chambers;
- (b) 4:00 p.m. on Friday for Tuesday chambers;
- (c) 4:00 p.m. on Monday for Wednesday chambers;
- (d) 4:00 p.m. on Tuesday for Thursday chambers; and
- (e) 4:00 p.m. on Wednesday for Friday chambers.

(2) Subject to subrule 13-38(3), if the local registrar accepts for filing any document after the filing deadline set out in subrule (1), the local registrar shall mark the front page of the document with the words “Filed Late”, in a conspicuous location”.

**(3) The following subdivision is added after rule 13-38:**

***“Subdivision 2.1  
Briefs of Law***

**“Briefs of law**

**13-38.1(1)** Except where otherwise provided by these rules, or with leave of the Court, a brief of law filed in support of an application to the Court or at trial:

- (a) must not exceed 40 pages in length, excluding the List of Authorities and copies of authorities;
- (b) must include a List of Authorities that identifies the authorities relied on, if any, with citations from electronic databases or traditional print sources; and
- (c) may not be filed with the Court except with proof of service on the other parties to the action.

(2) With leave of the Court, electronic copies of authorities may be sent to the Court by email.

(3) Copies of authorities filed with a brief of law or otherwise in support of an application or at trial:

- (a) do not form part of the Court record; and

(b) at the conclusion of the application or trial, may be:

- (i) returned to the parties, on request; or
- (ii) destroyed by the local registrar.

(4) This rule does not apply to applications made pursuant to *The Class Actions Act*.

**Information Note**

“Authorities” include relevant legislation and decisions in comparable court cases that provide a legal precedent or guidance to the matters in issue in the action. For direction on the filing of authorities, see the Court’s Practice Directive GA-PD #2.

**Part 15 amended**

10(1) Part 15 is amended in the manner set forth in this section.

(2) **Subrule 15-6(5) is amended:**

(a) **in the English version by striking out “and” after clause (b); and**

(b) **by adding the following clause after clause (c):**

“(d) a proceeding pursuant to *The Family Property Act*, a statement signed by the lawyer certifying that he or she has complied with subsection 44.1(1) of that Act”.

(3) **Rule 15-12 is amended by adding the following subrule after subrule (4):**

“(5) Notwithstanding any other provision of this rule, service of a petition for divorce must be proved by the filing of an affidavit in Form 15-12A, unless otherwise ordered by the Court”.

(4) **Rule 15-22 is amended by adding the following subrules after subrule (4):**

“(5) Notwithstanding subrules (1) to (4), no document contained in the Court file is evidence at trial other than reports ordered by the Court.

“(6) Subject to subrule (7), a party wanting to rely at trial on a document contained in the Court file must seek to have the document admitted as evidence at trial.

“(7) Any report prepared and filed by order of the Court is evidence at trial, unless otherwise ordered by the trial judge”.

**(5) The Information Note that follows rule 15-22 is deleted and the following substituted:**

**Information Note**

For subrule 15-22(4), see rule 5-34 respecting transcripts and answers to written questions.

Subrule 15-22(5), without limiting its generality, applies to petitions, counter-petitions, answers, financial statements, property statements, affidavits, and reports other than reports ordered by the Court.

**(6) Subrule 15-23(6) is repealed and the following substituted:**

“(6) The costs of an application for judgment in an uncontested family law proceeding are to be assessed as an application without notice, unless otherwise ordered by the Court”.

**(7) Subrule 15-24(3) is amended by repealing clause (b) and substituting the following:**

“(b) unless otherwise ordered by the Court, the written consent, together with an affidavit of execution of that consent, of:

- (i) each party who is acting in person; and
- (ii) a respondent who has not appeared”.

**(8) Rule 15-31 is amended by repealing clause (b) and substituting the following:**

“(b) an agreement as to child support in Form 15-28B and the documents referred to in subrule 15-28(2) or (3), as the case requires”.

**(9) Rule 15-33 is amended:**

- (a) in subrule (1) in the portion preceding clause (a) by striking out “and file”; and
- (b) in subrule (2) by striking out “and file”.

**(10) Rule 15-34 is amended:**

- (a) in subrule (1) in the portion preceding clause (a) by striking out “and file”; and
- (b) in subrule (2) by striking out “and filed”.

**(11) Subrule 15-36(1) is amended by striking out the portion preceding clause (a) and substituting the following:**

“If a party fails to serve a financial statement or a property statement as required by this Division, or fails to serve a response after having been served with a notice to file income information, a notice to disclose or a notice to reply to written questions, the Court, on application, may make an order:”.



**(12) Subrules 15-37(2) and (3) are repealed and the following substituted:**

“(2) Each party shall update the information in any financial statement or property statement that is more than 60 days old by serving a new financial statement or property statement, or an affidavit stating that the information in the last statement has not changed and is still true:

- (a) at least 7 days before a hearing of an application or before a trial; or
- (b) at least 10 days before a pre-trial conference”.

**(13) Rule 15-42 is amended by adding the following subrule after subrule (4):**

“(5) Without limiting the generality of subrule (4), if co-petitioners apply for judgment in a divorce proceeding:

- (a) each co-petitioner shall file an affidavit of petitioner in Form 15-23C; or
- (b) the co-petitioners shall file an affidavit in Form 15-23C, sworn severally”.

**(14) Rule 15-45 is amended by adding the following subrules after subrule (1):**

“(1.1) On receipt of a certified copy of an order pursuant to subrule (1), the local registrar shall:

- (a) enter particulars of the order in the usual manner; and
- (b) endorse on the order the following certificate:

‘This order has been registered in the \_\_\_\_\_  
at \_\_\_\_\_  
(name of court)  
the Judicial Centre of \_\_\_\_\_,  
Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_,  
pursuant to section 20 of the *Divorce Act* (Canada).’

“(1.2) On application, the Court may set aside the registration of a support order, or an extraprovincial order or a foreign order as defined in section 16 of *The Inter-jurisdictional Support Orders Act*, on the basis that the order:

- (a) was obtained by fraud or error; or
- (b) is not a support order”.

**(15) The heading for Division 9 is struck out and the following substituted:**

**“DIVISION 9  
Inter-jurisdictional Support Orders and Provisional Support Orders”.**



**(16) Rule 15-63 is repealed and the following substituted:****“Interpretation of Division****15-63** In this Division:**‘applicant’** includes:

- (a) a claimant as defined in section 2 of *The Inter-jurisdictional Support Orders Act*;
- (b) an applicant as defined in section 23 of *The Inter-jurisdictional Support Orders Act*; and
- (c) a former spouse who makes an application for variation pursuant to section 18 of the *Divorce Act* (Canada); (« *requérant* »)

**‘designated authority’** means a designated authority as defined in section 2 of *The Inter-jurisdictional Support Orders Act*; (« *autorité désignée* »)**‘extraprovincial order’** means an extraprovincial order as defined in section 16 of *The Inter-jurisdictional Support Orders Act*; (« *ordonnance extraprovinciale* »)**‘foreign order’** means a foreign order as defined in section 16 of *The Inter-jurisdictional Support Orders Act*; (« *ordonnance étrangère* »)**‘minister’** means:

- (a) the minister as defined in section 2 of *The Inter-jurisdictional Support Orders Act*; or
- (b) in the case of a proceeding brought pursuant to the *Divorce Act* (Canada), the Attorney General for Saskatchewan; (« *ministre* »)

**‘provisional order’** means:

- (a) a provisional order as defined in section 2 of *The Inter-jurisdictional Support Orders Act*; or
- (b) in the case of a proceeding brought pursuant to the *Divorce Act* (Canada), a provisional order made pursuant to section 18 of the *Divorce Act* (Canada); (« *ordonnance provisionnelle* »)

**‘provisional order of variation’** means a provisional order of variation as defined in section 2 of *The Inter-jurisdictional Support Orders Act*; (« *ordonnance modificative provisionnelle* »)**‘support order’** means a support order as defined in section 2 of *The Inter-jurisdictional Support Orders Act*. (« *ordonnance alimentaire* »)”.  
”.

(17) Rule 15-64 is amended by repealing clause (a) and substituting the following:

“(a) *The Inter-jurisdictional Support Orders Act*”.

(18) Rules 15-66 to 15-68 are repealed and the following substituted:

**“Registration of final orders**

15-66(1) On receipt of a certified copy of a final order made by a court outside Saskatchewan, or on receipt of a written request to register a final order made in Saskatchewan, the local registrar shall:

- (a) enter particulars of the order in the usual manner; and
- (b) endorse on the order the following certificate:

‘This order has been registered in the \_\_\_\_\_  
at \_\_\_\_\_  
(name of court)  
the Judicial Centre of \_\_\_\_\_,  
Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_,  
pursuant to section 17 of *The Inter-jurisdictional Support Orders Act*.’

(2) On application, the Court may set aside the registration of a support order, an extraprovincial order or a foreign order on the basis that the order:

- (a) was obtained by fraud or error; or
- (b) is not a support order.

**“Provisional order made in Saskatchewan**

15-67(1) An applicant who wishes to commence an application for a provisional order of variation shall do so by filing the documents required:

- (a) by these rules for support or variation of support; or
- (b) by the enactment pursuant to which the applicant claims entitlement to support or variation of support.

(2) An application pursuant to this rule may be made without notice.

(3) An application for a provisional order, or for a provisional order of variation, must be accompanied by a statement giving any available information respecting the identification, location, income and assets of the other party.

(4) The local registrar shall endorse a certificate at the end of a provisional order, or a provisional order of variation, stating the order is made provisionally and has no legal effect until confirmed.

(5) If the Court makes a provisional order pursuant to the *Divorce Act* (Canada), the local registrar, or the applicant or his or her lawyer, shall send to the minister:

- (a) the documents filed in accordance with subrules (1) and (3);
- (b) a certified, sworn or affirmed document setting out or summarizing the evidence given to the Court; and
- (c) 3 certified copies of the provisional order.

(6) If the Court makes a provisional order or a provisional order of variation pursuant to *The Inter-jurisdictional Support Orders Act*, the local registrar, the applicant or the applicant's lawyer shall send to the designated authority:

- (a) the documents filed in accordance with subrules (1) and (3);
- (b) a certified, sworn or affirmed document setting out or summarizing the evidence given to the Court;
- (c) 3 certified copies of the provisional order or the provisional order of variation; and
- (d) a copy of the enactments pursuant to which the alleged support obligation arises.

(7) If a court outside Saskatchewan remits any matter back to the Court for further evidence:

- (a) the local registrar shall give to the applicant a notice of taking of further evidence in Form 15-67; and
- (b) the matter may be brought before any judge of the Court.

(8) If the Court receives further evidence pursuant to this rule, the local registrar shall forward to the court outside Saskatchewan that remitted the matter back:

- (a) a certified, sworn or affirmed document setting out or summarizing the evidence; and
- (b) any recommendations that the Court considers appropriate.

**“Confirmation of provisional order made outside Saskatchewan**

**15-68(1)** On receipt of a provisional order made pursuant to the *Divorce Act* (Canada) for confirmation in Saskatchewan, the local registrar or the minister shall serve on the person against whom the order has been made:

- (a) a notice of confirmation hearing in Form 15-68A;
- (b) a copy of the documents received from the court outside Saskatchewan that made the provisional order; and

(c) Parts 1 to 5 of an uncompleted financial statement in Form 15-26A.

(2) If, on a confirmation hearing pursuant to section 19 of the *Divorce Act* (Canada), the Court requested further evidence and that evidence has been received, the local registrar or the minister shall serve the following on the persons concerned:

- (a) a notice of continuation of hearing in Form 15-68B; and
- (b) a copy of the documents sent by the court outside Saskatchewan.

(3) An order confirming or otherwise dealing with a provisional order made pursuant to the *Divorce Act* (Canada) may be in Form 15-68C.

(4) In a proceeding pursuant to the *Divorce Act* (Canada), an order confirming or otherwise dealing with a provisional order for child support, including an interim order, must be in accordance with the guidelines.

(5) If the Court makes an order refusing to confirm or varying a provisional order for support made pursuant the *Divorce Act* (Canada), the Court shall provide written reasons for its decision:

- (a) to the minister; and
- (b) to the court that made the provisional order.

(6) If an order is made confirming a provisional order made pursuant the *Divorce Act* (Canada), with or without variation, the local registrar or the minister shall file the order in the Court.

(7) On completion of the confirmation hearing pursuant to section 19 of the *Divorce Act* (Canada), the local registrar shall forward a certified copy of the order:

- (a) to the minister;
- (b) to the court that made the provisional order; and
- (c) to the court that made the support order, if it is not the court that made the provisional order”.

**Part 17 amended**

11(1) Part 17 is amended in the manner set out in this section.

(2) **Rule 17-1 is amended in the definition of “address for service” by striking out “Saskatchewan” and substituting “Canada”.**

**(3) Rule 17-2 is repealed and the following substituted:**

**“Requirements for stating address for service**

17-2(1) If a party is represented by a lawyer, the party's address for service is the office of that lawyer in Canada, and that address for service:

(a) must include the name, physical address, mailing address, email address and telephone number of the legal firm, and the name of the lawyer in charge of the file; and

(b) may include the fax number, if any, of the legal firm.

(2) If a party is an individual not represented by a lawyer, the party's address for service:

(a) must include the party's full name, residential address and telephone number; and

(b) subject to subrule (3), may include the fax number or email address, if any, of the party.

(3) A party's address for service must include an email address if the party's address for service is located outside Saskatchewan”.

**(4) The Information Note that follows rule 17-4 is amended by deleting the definitions listed under rule 15-63 and substituting the following:**

“15-63

“applicant”

“designated authority”

“extraprovincial order”

“foreign order”

“minister”

“provisional order”

“provisional order of variation”

“support order”

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PART II  
Forms

**Part 10 amended**

12(1) Part 10 of the Forms is amended in the manner set forth in this section.

(2) **Form 10-40A is amended in paragraph 1 by striking out "interest registrar no." and substituting "interest register number".**

(3) **Form 10-43A is repealed and the following substituted:**

**"Form 10-43A1"**  
(Subrule 10-43(3))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR FORECLOSURE**  
(for non-matured mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and (*specify any affidavits and other documents relied on*), filed, and on hearing (*specify counsel or parties appearing*):

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

**1** This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

as interest register number \_\_\_\_\_ (*specify any assignments, transfers of mortgage or extension agreements*). The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers (*provide land description, title number and mortgage interest number appearing on each title*):

**Total amount outstanding, including acceleration of payment**

**2** As of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_, the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Total amount in arrears, excluding acceleration of payment**

3 The amount due in arrears by the defendant(s) under the mortgage, excluding any acceleration of the principal amount of the mortgage, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

4 The defendant(s) has the right to redeem the Land by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

- (a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;
- (b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ ; and
- (c) the plaintiff's costs on a \_\_\_\_\_ (*party-party* or *solicitor-client*) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

**Mortgagor's right to reinstate the mortgage**

5 Since the mortgage shall not mature until \_\_\_\_\_, 2\_\_\_\_, the defendant(s) has the right:

- (a) to redeem the Land as stated in paragraph 4; or
- (b) to reinstate the mortgage by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):
  - (i) the arrears under paragraph 3, being the sum of \$ \_\_\_\_\_ ;
  - (ii) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ ; and
  - (iii) the plaintiff's costs on a \_\_\_\_\_ (*party-party* or *solicitor-client*) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

On redeeming the Land pursuant to paragraph 4 or reinstating the mortgage pursuant to clause 5(b), the defendant(s) shall be relieved from immediate payment of any portion of the accelerated payments secured by the mortgage.

**Mortgagor's failure to redeem or reinstate**

6 The plaintiff may apply for a final order for foreclosure if the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

- (a) to redeem the Land by paying the amounts described in paragraph 4; or
- (b) to reinstate the mortgage by paying the amounts described in clause 5(b).

If the plaintiff is granted a final order for foreclosure, the title of the Land shall vest in the plaintiff absolutely free from all right, title and interest of the defendant(s). Any person claiming through or under the defendant(s) in possession of the Land shall give up possession of the Land to the plaintiff within 20 days after service on them of a copy of the final order for foreclosure.

**Judgment** (*where permitted*)

7 The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_ , together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_ , 2 \_\_\_\_\_ to this date, plus costs to be assessed. (*Specify if party-party or solicitor-client costs are to be awarded.*)

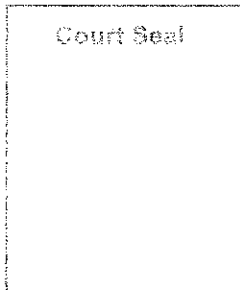
**Service of order**

8 A copy of this Order is to be served on the defendant(s) (*specify personally, by service on their lawyer, or any special directions as to service*).

**Costs**

9 Costs of and incidental to the application shall be costs in the cause.

ISSUED at \_\_\_\_\_ , Saskatchewan,  
this \_\_\_\_\_ day of \_\_\_\_\_ , 2 \_\_\_\_\_ .



\_\_\_\_\_  
Local Registrar

**“Form 10-43A2**  
(Subrule 10-43(3))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR FORECLOSURE**  
(for matured and demand mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and (*specify any affidavits and other documents relied on*), filed, and on hearing (*specify counsel or parties appearing*):

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

1 This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as interest register number \_\_\_\_\_ (*specify any assignments, transfers of mortgage or extension agreements*). The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers (*provide land description, title number and mortgage interest number appearing on each title*):

**Total amount outstanding**

2 The mortgage has matured and, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_ the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

3 The defendant(s) has the right to redeem the Land by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

- (a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;
- (b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ ; and
- (c) the plaintiff's costs on a \_\_\_\_\_ (*party-party or solicitor-client*) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).



**Mortgagor's failure to redeem**

4 The plaintiff may apply for a final order for foreclosure if the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on the defendant(s), to redeem the Land by paying the amount described in paragraph 3.

If the plaintiff is granted a final order for foreclosure, the title of the Land shall vest in the plaintiff absolutely free from all right, title and interest of the defendant(s). Any person claiming through or under the defendant(s) in possession of the Land shall give up possession of the Land to the plaintiff within 20 days after service on them of a copy of the final order for foreclosure.

**Judgment (where permitted)**

5 The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_ , together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_ , 2\_\_\_\_\_ to this date, plus costs to be assessed. (Specify if party-party or solicitor-client costs are to be awarded.)

**Service of order**

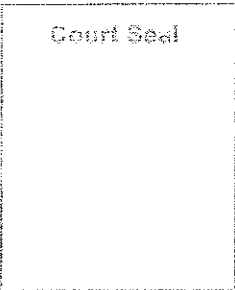
6 A copy of this Order is to be served on the defendant(s) (specify personally, by service on their lawyer, or any special directions as to service).

**Costs**

7 Costs of and incidental to the application shall be costs in the cause.

ISSUED at \_\_\_\_\_ , Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_ , 2\_\_\_\_\_ .



\_\_\_\_\_  
Local Registrar

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(4) Forms 10-45A to 10-45E are repealed and the following substituted:

**"Form 10-45A"**  
(Subrule 10-45(2))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**CLAIM IN ACTION UNDER  
AGREEMENT FOR SALE OF LAND**

**1** The plaintiff's claim is under an agreement in writing dated the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_, made between \_\_\_\_\_ as vendor and \_\_\_\_\_ as purchaser, for the sale of the following land, namely (*here insert description of land*): \_\_\_\_\_

**2** (*If the agreement has been assigned, allege: "The agreement has been duly assigned by the vendor to the plaintiff, by an assignment dated the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_", or as the case may be.*)

**3** (*If relief is claimed under any guarantee or collateral agreement, or by reason of special facts, allege briefly the terms of that guarantee or agreement, or the special facts relied on, as the case may be.*)

**4** Default has been made under the agreement, and the following are the particulars of the amount now owing (*or in arrears, if arrears only are claimed*) under the agreement, including all disbursements made pursuant to the provisions of the agreement:

Arrears of principal: \$ \_\_\_\_\_

Accelerated principal: \$ \_\_\_\_\_

Interest: \$ \_\_\_\_\_

Other disbursements as follows:  
(*here set forth particulars of taxes, insurance premiums and all other disbursements and charges claimed*) \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

5 The plaintiff has not been in possession of the land or in receipt of the rents or profits from those lands (or as the case may be).

6 The plaintiff is the registered owner (or -- "is entitled to be the registered owner", or as the case may be) of the land, and is ready, willing and able to transfer the same on payment of the balance owing under the agreement.

7 The defendant \_\_\_\_\_ covenanted in the agreement  
(name the defendant or defendants personally liable)

(or as the case may be) to pay the moneys owing under the agreement and the other defendants appear from the records of the land titles registry (or as the case may be) to be interested in the equity of redemption subject to the rights of the plaintiff.

8 Leave to commence this action was granted pursuant to the provisions of *The Land Contracts (Actions) Act* on the \_\_\_\_\_ day of \_\_\_\_\_ and the nature of the remedy which by the leave granted is permitted to be sought in the action is (here set forth)

\_\_\_\_\_  
\_\_\_\_\_  
(If no leave is required under *The Land Contracts (Actions) Act* before proceeding, a statement to that effect and the reasons no leave is required are to be set forth in this paragraph.)

9 The plaintiff claims the following relief, namely (here set forth relief of the nature following as may be desired):

\_\_\_\_\_  
\_\_\_\_\_  
(a) Specific performance of the agreement;

(b) Judgment against the defendant \_\_\_\_\_  
(here name all defendants against whom personal judgment for the payment of money is claimed)

for the sum of \$ \_\_\_\_\_ together with interest on the sum of \$ \_\_\_\_\_ at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, and the costs of this action;

(c) Cancellation of the agreement and forfeiture of all moneys paid under the agreement;

(d) Declaration of vendor's lien and sale of the land under the agreement;

(e) Possession (or immediate possession) of the land;



(f) (Here set forth concisely any other relief which may be properly claimed.)

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(signature)

**NOTICE TO DEFENDANTS**

You are entitled at any time, by notice in writing, to demand from the plaintiff's lawyers (or if the plaintiff sues in person, the plaintiff):

- full particulars of the amount claimed by the plaintiff, and
- the production for your inspection of the agreement and any other documents sued on.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: \_\_\_\_\_

Name of lawyer in charge of  
file: \_\_\_\_\_

Address of legal firm: \_\_\_\_\_  
*(set out the street address)*

Telephone number: \_\_\_\_\_

Fax number *(if any)*: \_\_\_\_\_

E-mail address *(if any)*: \_\_\_\_\_

*or*

**If the party is self-represented:**

Name of party: \_\_\_\_\_

Address for service: \_\_\_\_\_  
*(set out the street address)*

Telephone number: \_\_\_\_\_

Fax number *(if any)*: \_\_\_\_\_

E-mail address *(if any)*: \_\_\_\_\_

**"Form 10-45B  
(Subrule 10-45(2))**

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR CANCELLATION OF AGREEMENT FOR SALE**

On the application of the plaintiff, on reading \_\_\_\_\_  
and  
on hearing \_\_\_\_\_ and it appearing that the total amount  
due the plaintiff under the agreement is the sum of \$ \_\_\_\_\_ and the amount  
of arrears is \$ \_\_\_\_\_ :

The Court declares and orders that:

1 The full amount due for principal and interest under the agreement for sale sued on and  
covering  
the following lands in Saskatchewan:

on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, is \$ \_\_\_\_\_  
and that the amount due for arrears on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_,  
is \$ \_\_\_\_\_.

2 The defendant must pay into Court to the credit of this cause on or before the \_\_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_\_, the sum of \$ \_\_\_\_\_ together with  
interest on \$ \_\_\_\_\_ at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_, together with the costs of action to be assessed.

3 Subject to paragraph 4, in default of payment into Court, as required above, the agreement for sale  
sued on is cancelled and determined and that all moneys paid under the agreement by the defendant  
to the plaintiff be forfeited to and retained by the plaintiff (*or as the case may be*); and the defendant and  
all persons claiming through or under the defendant in possession to give up possession of the  
premises to the plaintiff within 20 days after service on them of a copy of the final order.

4 If payment is made of \$ \_\_\_\_\_, being the sum in arrears mentioned in  
paragraph 1, together with interest on \$ \_\_\_\_\_ at the rate of \_\_\_\_\_ %  
per  
year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, and costs, the defendant (purchaser)  
is relieved from immediate payment of so much of the purchase money that may not have become  
payable by lapse of time.

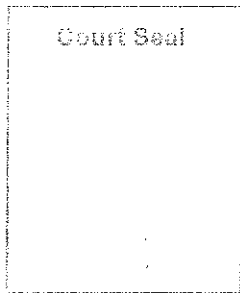
5 A copy of this order must be served \_\_\_\_\_

\_\_\_\_\_  
*(here set forth any special directions as to service)*

6 The costs of and incidental to this application shall be costs in the cause *(or as the case may be)*.

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.



\_\_\_\_\_  
Local Registrar

**"Form 10-45C**  
(Subrule 10-45(2))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**FINAL ORDER FOR CANCELLATION OF AGREEMENT FOR SALE**

On the application of the plaintiff, and on reading \_\_\_\_\_  
and on hearing \_\_\_\_\_ :

The Court orders that:

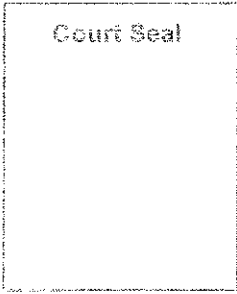
- 1 The agreement for sale sued on is hereby cancelled and determined.
  
- 2 The defendant and all persons claiming through or under the defendant are absolutely debarred from all right, title and interest in and to the \_\_\_\_\_  
*(here describe lands)*
  
- 3 All moneys paid under the agreement for sale to the plaintiff are to be retained by the plaintiff.
  
- 4 The defendant and all persons claiming through or under the defendant bound by the order nisi and in possession of the premises do give up possession to the plaintiff within 20 days after service on them of a copy of this order.

*(In case it is necessary to remove any encumbrances from the title, add:)*

- 5 The Registrar of Titles shall accept an application to discharge from title to the lands, the following interests, namely \_\_\_\_\_

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.



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Local Registrar

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(5) The following Forms are added to Part 10, in numerical order:

**"Form 10-47A"**  
(Subrule 10-47(5))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR SALE**  
(for non-matured mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and (*specify any affidavits and other documents relied on*), filed, and on hearing (*specify counsel or parties appearing*):

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

1 This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as interest register number \_\_\_\_\_ (*specify any assignments, transfers of mortgage or extension agreements*). The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers (*provide land description, title number and mortgage interest number appearing on each title*):

**Total amount outstanding, including acceleration of payment**

2 As of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_, the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Total amount in arrears, excluding acceleration of payment**

3 The amount due in arrears by the defendant(s) under the mortgage, excluding any acceleration of the principal amount of the mortgage, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

4 The defendant(s) has the right to redeem the Land by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

- (a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;
- (b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ ; and
- (c) the plaintiff's costs on a \_\_\_\_\_ (party-party or solicitor-client) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

**Judgment (where permitted)**

5 The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_ , together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ to this date, plus costs to be assessed. (Specify if party-party or solicitor-client costs are to be awarded.)

**Mortgagor's right to reinstate the mortgage**

6 Since the mortgage shall not mature until \_\_\_\_\_, 2 \_\_\_\_\_, the defendant(s) has the right:

- (a) to redeem the Land as stated in paragraph 4; or
- (b) to reinstate the mortgage by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):
  - (i) the arrears under paragraph 3, being the sum of \$ \_\_\_\_\_ ;
  - (ii) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ ; and
  - (iii) the plaintiff's costs on a \_\_\_\_\_ (party-party or solicitor-client) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

On redeeming the Land pursuant to paragraph 4 or reinstating the mortgage pursuant to clause 6(b), the defendant(s) shall be relieved from immediate payment of any portion of the accelerated payments secured by the mortgage.

**Mortgagor's failure to redeem or reinstate will result in sale**

7 The Land shall be sold if the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on them:

- (a) to redeem the Land by paying the amounts described in paragraph 4; or
- (b) to reinstate the mortgage by paying the amounts described in clause 6(b).

The Land shall be sold at \_\_\_\_\_, Saskatchewan, under the direction of \_\_\_\_\_ (specify lawyer, sheriff, or as the case may be) at the time and place as determined by \_\_\_\_\_ (specify lawyer, sheriff,



or

as the case may be), but, in any event, the sale shall take place:

(a) no sooner than the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_; and

(b) no later than the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**Manner of sale**

**8** At least four weeks' notice of the time, place and conditions of the sale must be given:

(a) by notice published at least once per week for four consecutive weeks commencing not later than four weeks before the date of sale, in the \_\_\_\_\_, a newspaper published at \_\_\_\_\_, Saskatchewan; and

(b) by printed notices to be affixed at least four weeks before the sale to the date of sale in \_\_\_\_\_ conspicuous places in \_\_\_\_\_, Saskatchewan.

**9** The plaintiff and the defendant(s) are hereby given leave to bid at the sale.

**10** The terms of the sale are to be 10% cash at the time of sale, with the balance to be paid within \_\_\_\_\_ weeks after the date of sale.

**11** The Land shall not be sold for an amount less than \$\_\_\_\_\_.

**12** The Land must be sold subject to \_\_\_\_\_  
(specify claims or encumbrances not to be affected by the sale)

**13** The following terms and conditions shall apply to the sale of the Land:

(a) The taxes shall be adjusted as of the possession date or closing date of the sale.

(b) \_\_\_\_\_  
(specify additional terms or conditions governing conduct of the sale, if any)

**14** On confirmation of the sale:

(a) the title to the Land shall vest in the name of the purchaser, or the purchaser's nominee, free from all right, title and equity of redemption on the part of the defendant(s), or any person or persons claiming through or under the defendant(s), subject to the previous exceptions; and

(b) the defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, shall give up possession of the Land to the purchaser within 20 days after service on them of a copy of the order confirming the sale.

**15** The purchase moneys must be paid into Court to the credit of this cause to be applied as directed by the Court.

**16** Application for confirmation of the sale must be made to the Court within 3 weeks after the sale.

17 In the event that sale is unsuccessful, or not confirmed, or in the event that the security for costs is not paid as required above, the plaintiff may apply for foreclosure absolute:

(a) the title to the Land to vest and remain in the plaintiff absolutely freed from all right, title and interest of the defendant(s) and all persons claiming through or under the defendant(s); and

(b) the defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, to give up possession of the Land to the plaintiff within 20 days after service on them of a copy of the final order of foreclosure.

**Service of order**

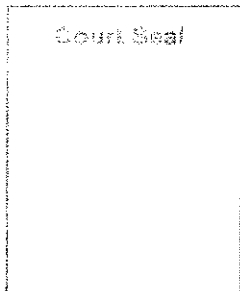
18 A copy of this Order is to be served personally on the defendant(s) and on \_\_\_\_\_  
(specify any special directions as to service).

**Costs**

19 Costs of and incidental to the application shall be costs in the cause.

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.



\_\_\_\_\_  
Local Registrar

**"Form 10-47B**

(Subrule 10-47(5))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR SALE**  
(for matured and demand mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and (*specify any affidavits and other documents relied on*), filed, and on hearing (*specify counsel or parties appearing*):

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

1 This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

, as interest register number \_\_\_\_\_ (*specify any assignments, transfers of mortgage or extension agreements*). The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers (*provide land description, title number and mortgage interest number appearing on each title*):

**Total amount outstanding**

2 The mortgage has matured and, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_

, the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

3 The defendant(s) has the right to redeem the Land by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

(a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;

(b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ ; and

(c) the plaintiff's costs on a \_\_\_\_\_ (party-party or solicitor-client) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

**Judgment (where permitted)**

**4** The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_, together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ to this date, plus costs to be assessed. (Specify if party-party or solicitor-client costs are to be awarded.)

**Mortgagor's failure to redeem will result in sale**

**5** If the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on them, to redeem the Land by paying the amounts described in paragraph 3, the Land shall be sold at \_\_\_\_\_, Saskatchewan, under the direction of \_\_\_\_\_ (specify lawyer, sheriff, or as the case may be) at the time and place as determined by \_\_\_\_\_ (specify lawyer, sheriff, or as the case may be), but, in any event, the sale shall take place:

- (a) no sooner than the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ ; and
- (b) no later than the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ .

**Manner of sale**

**6** At least four weeks' notice of the time, place and conditions of the sale must be given:

- (a) by notice published at least once per week for four consecutive weeks commencing not later than four weeks before the date of sale, in the \_\_\_\_\_, a newspaper published at \_\_\_\_\_, Saskatchewan; and
- (b) by printed notices to be affixed at least four weeks before the sale to the date of sale in \_\_\_\_\_ conspicuous places in \_\_\_\_\_, Saskatchewan.

**7** The plaintiff and the defendant(s) are hereby given leave to bid at the sale.

**8** The terms of the sale are to be 10% cash at the time of sale, with the balance to be paid within \_\_\_\_\_ weeks after the date of sale.

**9** The Land shall not be sold for an amount less than \$ \_\_\_\_\_ .

**10** The Land must be sold subject to \_\_\_\_\_

(specify claims or encumbrances not to be affected by the sale)

**11** The following terms and conditions shall apply to the sale of the Land:

- (a) The taxes shall be adjusted as of the possession date or closing date of the sale.
- (b) \_\_\_\_\_ .

AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

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*(specify additional terms or conditions governing conduct of the sale, if any)*

**12** On confirmation of the sale:

(a) the title to the Land shall vest in the name of the purchaser, or the purchaser's nominee, free from all right, title and equity of redemption on the part of the defendant(s), or any person or persons claiming through or under the defendant(s), subject to the previous exceptions; and

(b) the defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, shall give up possession of the Land to the purchaser within 20 days after service on them of a copy of the order confirming the sale.

**13** The purchase moneys must be paid into Court to the credit of this cause to be applied as directed by the Court.

**14** Application for confirmation of the sale must be made to the Court within 3 weeks after the sale.

**15** In the event that sale is unsuccessful, or not confirmed, or in the event that the security for costs is not paid as required above, the plaintiff may apply for foreclosure absolute:

(a) the title to the Land to vest and remain in the plaintiff absolutely freed from all right, title and interest of the defendant(s) and all persons claiming through or under the defendant(s); and

(b) the defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, to give up possession of the Land to the plaintiff within 20 days after service on them of a copy of the final order of foreclosure.

**Service of order**

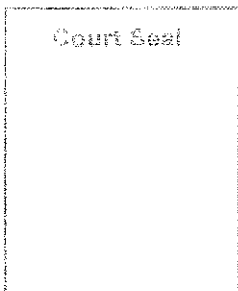
**16** A copy of this Order must be served personally on the defendant(s) and on \_\_\_\_\_ (specify any special directions as to service).

**Costs**

**17** Costs of and incidental to the application shall be costs in the cause.

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.



\_\_\_\_\_  
Local Registrar





**"Form 10-47C"**  
(Subrule 10-47(5))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR SALE BY REAL ESTATE LISTING**  
(for non-matured mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and (*specify any affidavits and other documents relied on*), filed, and on hearing (*specify counsel or parties appearing*):

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

1 This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as interest register number \_\_\_\_\_ (*specify any assignments, transfers of mortgage or extension agreements*). The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers (*provide land description, title number and mortgage interest number appearing on each title*):

**Total amount outstanding, including acceleration of payment**

2 As of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_, the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Total amount in arrears, excluding acceleration of payment**

3 The amount due in arrears by the defendant(s) under the mortgage, excluding any acceleration of the principal amount of the mortgage, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

4 The defendant(s) has the right to redeem the Land by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):

- (a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;
- (b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ ; and
- (c) the plaintiff's costs on a \_\_\_\_\_ (*party-party* or *solicitor-client*) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

**Judgment (where permitted)**

5 The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_, together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ to this date, plus costs to be assessed. (*Specify if party-party or solicitor-client costs are to be awarded.*)

**Mortgagor's right to reinstate the mortgage**

6 Since the mortgage shall not mature until \_\_\_\_\_, 2 \_\_\_\_\_, the defendant(s) has the right:

- (a) to redeem the Land as stated in paragraph 4; or
- (b) to reinstate the mortgage by paying into the Court, on or before \_\_\_\_\_ days after the date of service of this Order on the defendant(s):
  - (i) the arrears under paragraph 3, being the sum of \$ \_\_\_\_\_ ;
  - (ii) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ ; and
  - (iii) the plaintiff's costs on a \_\_\_\_\_ (*party-party* or *solicitor-client*) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

On redeeming the Land pursuant to paragraph 4 or reinstating the mortgage pursuant to clause 6(b), the defendant(s) shall be relieved from immediate payment of any portion of the accelerated payments secured by the mortgage.

**Mortgagor's failure to redeem or reinstate will result in sale**

7 The Land shall be sold if the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on them:

- (a) to redeem the Land by paying the amount described in paragraph 4; or
- (b) to reinstate the mortgage by paying the amounts described in clause 6(b).

The Land shall be sold under the direction of \_\_\_\_\_ (the "selling officer")

(specify name of independent lawyer or as the case may be) through a licensed real estate salesperson and sold pursuant to the terms of an offer:

- (a) that the selling officer accepts; and
- (b) that is confirmed by the Court, on application.

**Manner of sale**

8 The Land shall be sold by the selling officer free and clear of all interests and encumbrances, except for the following: \_\_\_\_\_

(specify claims or encumbrances not to be affected by the sale)

9 The following terms and conditions shall apply to the sale of the Land:

- (a) The selling officer is authorized to sign any listing agreement necessary to have the Land listed for sale for a period not exceeding \_\_\_\_\_ days (the "listing period"), at the listing price determined by the selling officer.
- (b) Subject to clause (d), the selling officer has the discretion to lower the listing price as he or she considers appropriate.
- (c) The real estate commissions shall not exceed \_\_\_\_\_ %.
- (d) The selling officer has discretion to accept any offer and to make any counteroffer as the selling officer considers advisable in relation to the Land, provided that the Land shall not be sold for an amount less than \$ \_\_\_\_\_.
- (e) The plaintiff and the defendant(s) have leave to make offers to purchase the Land.
- (f) Any sale entered into by the selling officer is subject to confirmation by the Court. Application for confirmation of the sale shall be made:
  - (i) within 3 weeks after the date of acceptance of the offer by the selling officer; or
  - (ii) within such further time as the Court may order.
- (g) The real estate salesperson shall present all offers for purchase of the Land to the selling officer for consideration. Each offer presented by the real estate salesperson shall be accompanied by a deposit in the minimum amount of \_\_\_\_\_ % of the offer price. If the offer is not accepted by the selling officer or confirmed by the Court, the deposit shall be returned to the offeror.
- (h) After an offer has been accepted by the selling officer and confirmed by the Court, if the purchaser fails to complete the transaction for any reason other than the fulfilment of any condition on which the offer was originally made, the deposit shall be absolutely forfeited and paid into Court to the credit of this action, to be applied:
  - (i) firstly, to any commission payable to the real estate salesperson; and
  - (ii) secondly, toward the balance owing on the mortgage sued on.
- (i) Any accepted offer to purchase shall provide for the property taxes to be adjusted as of the possession date or closing date of the sale.

**10** The real estate salesperson appointed by the selling officer shall have access to the Land as required for the purpose of showing the Land to prospective purchasers. The defendant(s), and all persons in possession of the Land, shall cooperate with the real estate salesperson for showing of the Land, failing which any party may apply to the Court for, and the Court may issue, further orders or directions as the Court considers appropriate to assist in the sale of the Land.

**11** On confirmation of the sale by the Court, the title to the Land shall vest in the name of the purchaser, or the purchaser's nominee, free from all right, title and equity of redemption on the part of the defendant(s), or any person or persons claiming through or under the defendant(s), subject to the previous exceptions.

**12** The defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, shall give up possession of the Land to the purchaser:

(a) on the possession date or closing date contained in the offer confirmed by the Court;  
or

(b) on such earlier date as may be ordered by the Court.

**13** The proceeds from the sale of the Land received by the selling officer shall be paid in the following order of priority:

(a) in payment of any property taxes owing on the Land;

(b) in payment of the expenses of the sale, including the selling officer's costs and the amount due for real estate commissions, including taxes;

(c) in payment of the principal and accrued interest due to the plaintiff under the mortgage, as stated in this Order;

(d) the balance, if any:

(i) to be paid into Court to the credit of this cause; and

(ii) to be paid out or dealt with as may be ordered by the Court, on application of any of the parties.

**14** If no offers are made by the expiration of the listing period, or should any sale be abortive or not confirmed, the plaintiff may apply:

(a) to amend the terms of this Order; or

(b) for foreclosure absolute.

**Service of order**

**15** A copy of this Order is to be served:

(a) on the defendant(s), by \_\_\_\_\_ (*specify manner of service*); and

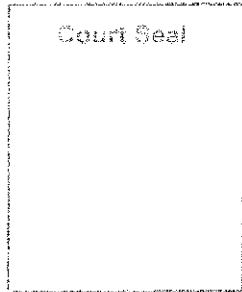
(b) on any other persons who appear from the copies of the title to have an interest in the equity of redemption, by \_\_\_\_\_ (*specify manner of service*).

**Costs**

16 The plaintiff shall be entitled to costs of and incidental to this application, to be assessed on a \_\_\_\_\_ (specify party-party or solicitor-client) basis.

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.



\_\_\_\_\_  
Local Registrar

**"Form 10-47D"**  
(Subrule 10-47(5))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER NISI FOR SALE BY REAL ESTATE LISTING**  
(for matured and demand mortgages)

ON THE APPLICATION of \_\_\_\_\_ and on reading the Statement of Claim with proofs of service, the mortgage sued on, the copies of title and *(specify any affidavits and other documents relied on)*, filed, and on hearing *(specify counsel or parties appearing)*:

THE COURT DECLARES AND ORDERS THAT:

**Particulars of mortgage**

1 This Order concerns a mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and registered in the Saskatchewan Land Registry on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

as interest register number \_\_\_\_\_ *(specify any assignments, transfers of mortgage or extension agreements)*. The mortgage covers the following land (the "Land") and is registered against the following title numbers as the following interest numbers *(provide land description, title number and mortgage interest number appearing on each title)*:

**Total amount outstanding**

2 The mortgage has matured and, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the total amount due for principal and interest under the mortgage between \_\_\_\_\_

the defendant(s), as mortgagor(s), and \_\_\_\_\_, the plaintiff, as mortgagee, was \$ \_\_\_\_\_.

**Mortgagor's right to redeem the Land**

3 The defendant(s) has the right to redeem the Land by paying into the Court, on or before days after the date of service of this Order on the defendant(s):

(a) the total amount outstanding under paragraph 2, being the sum of \$ \_\_\_\_\_ ;

(b) interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ ; and

(c) the plaintiff's costs on a \_\_\_\_\_ (party-party or solicitor-client) basis, subject to the Court's assessment on application by the plaintiff or defendant(s).

**Judgment (where permitted)**

4 The plaintiff shall have judgment against the defendant(s) for the sum of \$ \_\_\_\_\_ together with interest on that amount at the rate of \_\_\_\_\_ % per year from the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_ to this date, plus costs to be assessed. (Specify if party-party or solicitor-client costs are to be awarded.)

**Mortgagor's failure to redeem or reinstate will result in sale**

5 If the defendant(s) fails, within \_\_\_\_\_ days after the date of service of this Order on them, to redeem the Land by paying the amount described in paragraph 3, the Land shall be sold under the direction of \_\_\_\_\_ (the "selling officer") (specify name of independent lawyer or as the case may be) through a licensed real estate salesperson and sold pursuant to the terms of an offer:

- (a) that the selling officer accepts; and
- (b) that is confirmed by the Court, on application.

**Manner of sale**

6 The Land shall be sold by the selling officer free and clear of all interests and encumbrances, except for the following: \_\_\_\_\_ (specify claims or encumbrances not to be affected by the sale)

7 The following terms and conditions shall apply to the sale of the Land:

- (a) The selling officer is authorized to sign any listing agreement necessary to have the Land listed for sale for a period not exceeding \_\_\_\_\_ days (the "listing period"), at the listing price determined by the selling officer.
- (b) Subject to clause (d), the selling officer has the discretion to lower the listing price as he or she considers appropriate.
- (c) The real estate commissions shall not exceed \_\_\_\_\_ %.
- (d) The selling officer has discretion to accept any offer and to make any counteroffer as the selling officer considers advisable in relation to the Land, provided that the Land shall not be sold for an amount less than \$ \_\_\_\_\_.
- (e) The plaintiff and the defendant(s) have leave to make offers to purchase the Land.
- (f) Any sale entered into by the selling officer is subject to confirmation by the Court. Application for confirmation of the sale shall be made:
  - (i) within 3 weeks after the date of acceptance of the offer by the selling officer; or
  - (ii) within such further time as the Court may order.
- (g) The real estate salesperson shall present all offers for purchase of the Land to the

selling officer for consideration. Each offer presented by the real estate salesperson shall be accompanied by a deposit in the minimum amount of \_\_\_% of the offer price. If the offer is not accepted by the selling officer or confirmed by the Court, the deposit shall be returned to the offeror.



(h) After an offer has been accepted by the selling officer and confirmed by the Court, if the purchaser fails to complete the transaction for any reason other than the fulfilment of any condition on which the offer was originally made, the deposit shall be absolutely forfeited and paid into Court to the credit of this action, to be applied:

- (i) firstly, to any commission payable to the real estate salesperson; and
- (ii) secondly, toward the balance owing on the mortgage sued on.

(i) Any accepted offer to purchase shall provide for the property taxes to be adjusted as of the possession date or closing date of the sale.

**8** The real estate salesperson appointed by the selling officer shall have access to the Land as required for the purpose of showing the Land to prospective purchasers. The defendant(s), and all persons in possession of the Land, shall cooperate with the real estate salesperson for showing of the Land, failing which any party may apply to the Court for, and the Court may issue, further orders or directions as the Court considers appropriate to assist in the sale of the Land.

**9** On confirmation of the sale by the Court, the title to the Land shall vest in the name of the purchaser, or the purchaser's nominee, free from all right, title and equity of redemption on the part of the defendant(s), or any person or persons claiming through or under the defendant(s), subject to the previous exceptions.

**10** The defendant(s), and all persons claiming through or under the defendant(s) in possession of the Land, shall give up possession of the Land to the purchaser:

- (a) on the possession date or closing date contained in the offer confirmed by the Court;  
or
- (b) on such earlier date as may be ordered by the Court.

**11** The proceeds from the sale of the Land received by the selling officer shall be paid in the following order of priority:

- (a) in payment of any property taxes owing on the Land;
- (b) in payment of the expenses of the sale, including the selling officer's costs and the amount due for real estate commissions, including taxes;
- (c) in payment of the principal and accrued interest due to the plaintiff under the mortgage, as stated in this Order;
- (d) the balance, if any:
  - (i) to be paid into Court to the credit of this cause; and
  - (ii) to be paid out or dealt with as may be ordered by the Court, on application of any of the parties.

12 If no offers are made by the expiration of the listing period, or should any sale be abortive or not confirmed, the plaintiff may apply:

- (a) to amend the terms of this Order; or
- (b) for foreclosure absolute.

**Service of order**

13 A copy of this Order is to be served:

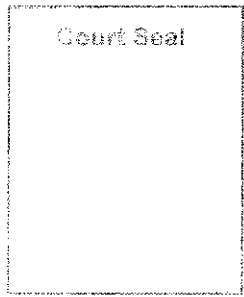
- (a) on the defendant(s), by \_\_\_\_\_ (*specify manner of service*); and
- (b) on any other persons who appear from the copies of the title to have an interest in the equity of redemption, by \_\_\_\_\_ (*specify manner of service*).

**Costs**

14 The plaintiff shall be entitled to costs of and incidental to this application, to be assessed on a \_\_\_\_\_ (*specify party-party or solicitor-client*) basis.

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.



\_\_\_\_\_  
Local Registrar

**"Form 10-47E"**  
(Subrule 10-47(5))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE \_\_\_\_\_

PLAINTIFF(S) \_\_\_\_\_

DEFENDANT(S) \_\_\_\_\_

**ORDER CONFIRMING SALE**

On the application of the \_\_\_\_\_, and  
on reading \_\_\_\_\_, filed,  
and on hearing \_\_\_\_\_  
:

The Court orders that:

1 The sale of the mortgaged land namely: \_\_\_\_\_

pursuant to the order made and dated the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_,  
to \_\_\_\_\_ of \_\_\_\_\_, Saskatchewan  
by \_\_\_\_\_ for the sum of \$ \_\_\_\_\_, is  
(lawyer, sheriff or as the case may be)  
confirmed.

2 The Registrar of Titles shall accept an application to set up a new title to the mortgaged land  
in the name of the purchaser, subject, however, to \_\_\_\_\_

(specify interests which are to remain on the title)

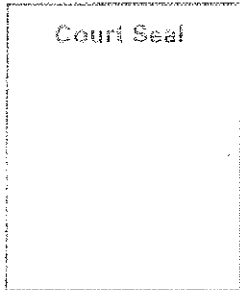
3 The defendant \_\_\_\_\_, and all persons claiming  
through or under the defendant in possession of the mortgaged land and bound by the order nisi  
for sale, do deliver up possession to the purchaser within 20 days after the service on them of a  
copy of this order.

4 The costs of and incidental to this application shall be costs in the cause.

AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

ISSUED at \_\_\_\_\_, Saskatchewan,

this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.



\_\_\_\_\_  
Local Registrar

”.

**Part 15 amended**

13(1) Part 15 of the Forms is amended in the manner set forth in this section.

**(2) Form 15-6 is amended:**

**(a) by adding the following paragraph as the second paragraph in the Notice to Respondent:**

“YOU WILL NOT RECEIVE FURTHER NOTICE OF THIS CLAIM. IF YOU DO NOT PROVIDE A RESPONSE, JUDGMENT MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU”; and

**(b) by striking out the Statement of Lawyer and substituting the following:**

**“STATEMENT OF LAWYER**

*(To be completed if the petitioner is represented by a lawyer in a divorce proceeding or in a proceeding under The Family Maintenance Act, 1997, The Children's Law Act, 1997 or The Family Property Act.)*

I, \_\_\_\_\_, the lawyer for \_\_\_\_\_, the Petitioner in this proceeding, certify to this Court that I have complied with the requirements of subsection 9(1) of the *Divorce Act* (Canada) with respect to reconciliation and subsection 9(2) of the *Divorce Act* (Canada) with respect to negotiation and mediation (or subsection 16(1) of *The Family Maintenance Act, 1997*, subsection 11(1) of *The Children's Law Act, 1997* or subsection 44.1(1) of *The Family Property Act* with respect to negotiation and mediation). *(If the circumstances of the case are of such a nature that it would clearly not be appropriate to so comply, set out the circumstances.)*

I further certify to this Court that I have complied with *(as applicable)*:

- (a) subsection 16(1) of *The Family Maintenance Act, 1997*;
- (b) subsection 11(1) of *The Children's Law Act, 1997*;
- (c) subsection 44.1(1) of *The Family Property Act*;

with respect to the advisability of using alternative methods to resolve matters, and I have informed my client of collaborative law services and mediation services known to me that might assist in resolving matters. *(If the circumstances of the case are of such a nature that it would clearly not be appropriate to so comply, set out the circumstances.)*

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
*(signature of lawyer)*”.

(3) Form 15-14A is amended by striking out the Statement of Lawyer and substituting the following:

**"STATEMENT OF LAWYER**

*(To be completed if the respondent is represented by a lawyer in a proceeding under The Family Maintenance Act, 1997, The Children's Law Act, 1997 or The Family Property Act.)*

I, \_\_\_\_\_,  
the lawyer for \_\_\_\_\_, the Respondent  
in this proceeding, certify to this Court that I have complied with (as applicable):

- (a) subsection 16(1) of *The Family Maintenance Act, 1997*;
- (b) subsection 11(1) of *The Children's Law Act, 1997*;
- (c) subsection 44.1(1) of *The Family Property Act*;

with respect to the advisability of using alternative methods to resolve matters, and I have informed my client of collaborative law services and mediation services known to me that might assist in resolving matters. *(If the circumstances of the case are of such a nature that it would clearly not be appropriate to so comply, set out the circumstances.)*

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2 \_\_\_\_\_.

\_\_\_\_\_  
*(signature of lawyer)*

”.

(4) Form 15-15 is amended by striking out the Statement of Lawyer and substituting the following:

**"STATEMENT OF LAWYER**

*(To be completed if the respondent is represented by a lawyer in a proceeding under The Family Maintenance Act, 1997, The Children's Law Act, 1997 or The Family Property Act.)*

I, \_\_\_\_\_,  
the lawyer for \_\_\_\_\_, the Respondent  
in this proceeding, certify to this Court that I have complied with (as applicable):

- (a) subsection 16(1) of *The Family Maintenance Act, 1997*;
- (b) subsection 11(1) of *The Children's Law Act, 1997*;
- (c) subsection 44.1(1) of *The Family Property Act*;

with respect to the advisability of using alternative methods to resolve matters, and I have informed my client of collaborative law services and mediation services known to me that might assist in resolving matters. *(If the circumstances of the case are of such a nature that it would clearly not be appropriate to so comply, set out the circumstances.)*

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2 \_\_\_\_\_.

\_\_\_\_\_  
*(signature of lawyer)* \_\_\_\_\_".

(5) Form 15-19 is repealed and the following substituted:

**"Form 15-19"**  
(Subrule 15-19(1))

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
(FAMILY LAW DIVISION)

JUDICIAL CENTRE \_\_\_\_\_

PETITIONER(S)/  
CO-PETITIONER(S) \_\_\_\_\_

RESPONDENT(S) \_\_\_\_\_

**NOTICE OF APPLICATION**  
(FAMILY LAW PROCEEDING)

**NOTICE TO THE RESPONDENT(S) [or PETITIONER(S)],** \_\_\_\_\_

(name)

This application is brought by the petitioner, \_\_\_\_\_ . You are the  
respondent.

(or This application is brought by the respondent, \_\_\_\_\_ . You are the  
petitioner.)

You have the right to state your side of this matter before the Court. To do so, you must be in  
Court when the application is heard as shown below:

Where \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**Remedy sought:**

1.

2.



**Grounds for claim:**

*(Set out the statutory provision, rule, order or other legal basis on which the party bringing the application relies to justify the remedy sought.)*

3.

4.

**Affidavit or other evidence to be used in support of this application:**

5.

6.

*(Also set out here any other material to be used, including the financial disclosure required of you under Division III, and the Child Support Information Sheet, if child support is sought.)*

**NOTICE**

If you wish to oppose the application, you or your lawyer must prepare an affidavit in response, serve a copy at the address for service given at the end of this document, and file it in the court office, with proof of service, at least 7 days before the date set for hearing the application. You or your lawyer must also come to court for the hearing of the application on the date set.

*(If a support order is sought)* TAKE NOTICE that whether or not you oppose this application, you must serve and file a Financial Statement in Form 15-26A at least 7 days before the date set for hearing the application. If this application includes a claim for child support, and you do not comply with this notice or the Notice to File Income Information which has also been served on you, THE COURT MAY IMPUTE INCOME TO YOU AND MAY DETERMINE THE AMOUNT OF CHILD SUPPORT PAYABLE ON THE BASIS OF THAT IMPUTED INCOME. If you have been served with an application for child support, please consult the Federal Child Support Guidelines.

AND FURTHER TAKE NOTICE that if you do not appear at the hearing [or fail to provide the required financial information *(if a support order is sought)*], an order may be made in your absence and enforced against you. YOU WILL NOT RECEIVE FURTHER NOTICE OF THIS APPLICATION.

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2 \_\_\_\_\_.

or \_\_\_\_\_  
*(signature of petitioner or petitioner's lawyer)*  
*(signature of respondent or respondent's lawyer)*

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

**If prepared by a lawyer for the party:**

Name of firm: \_\_\_\_\_

Name of lawyer in charge of  
file: \_\_\_\_\_

Address of legal firm: \_\_\_\_\_  
*(set out the street address)*

Telephone number: \_\_\_\_\_

Fax number *(if any)*: \_\_\_\_\_

E-mail address *(if any)*: \_\_\_\_\_

*or*

**If the party is self-represented:**

Name of party: \_\_\_\_\_

Address for service: \_\_\_\_\_  
*(set out the street address)*

Telephone number: \_\_\_\_\_

Fax number *(if any)*: \_\_\_\_\_

E-mail address *(if any)*: \_\_\_\_\_

”

(6) Form 15-21 is repealed and the following substituted:

**“Form 15-21**  
(Rule 15-21)

COURT FILE NUMBER \_\_\_\_\_

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
(FAMILY LAW DIVISION)

JUDICIAL CENTRE \_\_\_\_\_

PETITIONER(S)/  
CO-PETITIONER(S) \_\_\_\_\_

RESPONDENT(S) \_\_\_\_\_

**JOINT REQUEST FOR A FAMILY LAW PRE-TRIAL CONFERENCE**

The solicitors by their signatures hereto:

1. Certify that they are ready for pre-trial conference, and thereafter for trial, and there shall be a certificate attached confirming compliance with section 44.1 of *The Queen's Bench Act, 1998*, if issues of children are involved.

2. Confirm that *bona fide* settlement efforts have been made. The dates on which settlement proposals were exchanged are:

\_\_\_\_\_  
\_\_\_\_\_

3. (a) Counsel for the petitioner is available to conduct the pre-trial conference on the following dates:

\_\_\_\_\_  
\_\_\_\_\_

(b) Counsel for the respondent is available to conduct the pre-trial conference on the following dates:

\_\_\_\_\_  
\_\_\_\_\_

(c) Based on the complexity of the file, counsel estimate the reading time for the pre-trial judge to prepare for the pre-trial is:

\_\_\_\_\_  
\_\_\_\_\_

(d) Counsel for all parties estimate the TOTAL required time for the pre-trial conference to be \_\_\_\_\_ (in hours).

4. (a) Counsel for the petitioner estimates the time required to present their case at trial to be \_\_\_\_\_ (in court days).

(b) Counsel for the respondent estimates the time required to present their case at trial to be \_\_\_\_\_ (in court days).

(c) Counsel for all parties estimate the TOTAL required time for trial to be \_\_\_\_\_ (in court days).

(d) Counsel for the petitioner estimates they will call \_\_\_\_\_ witnesses at trial.

(e) Counsel for the respondent estimates they will call \_\_\_\_\_ witnesses at trial.

5. If the value of assets and liabilities are in issue:

(a) The parties have prepared and exchanged a comprehensive list of assets and liabilities alleged by each party together with each party's valuation of the same. Part I of the list should reflect assets, liabilities and values agreed to. Part II of the list should reflect those items in dispute.

Petitioner: YES  NO  Respondent: YES  NO

*If no, the parties shall file a written memorandum explaining why such lists have not been exchanged. The local registrar shall refer the non-compliance to a judge of the Court who shall determine whether a pre-trial date is to be set in the circumstances.*

(b) If valuation is in dispute, independent evidence of value has been obtained and exchanged for all assets other than household furnishings and personal possessions.

Petitioner: YES  NO  Respondent: YES  NO

*If no, the parties not providing the valuations shall file a written memorandum explaining why the valuations have not been exchanged. The local registrar shall refer the non-compliance to a judge of the Court who shall determine whether a pre-trial date is to be set in the circumstances.*

6. If child support or spousal support is in issue:

(a) Each party has filed all the financial information required by the Rules and the *Federal Child Support Guidelines* including section 21 of the Guidelines.

Petitioner: YES  NO  Respondent: YES  NO

(b) Each party acknowledges that they shall comply with Rule 15-37 at least 10 days before the pre-trial conference and shall file their most recent tax return, notice of assessment and payroll statement or other documentation showing year-to-date earnings.

Petitioner: YES  NO  Respondent: YES  NO

AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
*(signature of petitioner's lawyer)*

Phone Number: \_\_\_\_\_

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
*(signature of respondent's lawyer)*

Phone Number: \_\_\_\_\_

”.

(7) Form 15-26A is amended by repealing Part 2 and substituting the following:

**"PART 2 – ANNUAL EXPENSES**

- *Do not complete this Part if the only support claimed is child support in the table amount set out in the Federal Child Support Guidelines and all children for whom support is claimed are under the age of 18.*
- *Complete this Part in all other claims for child support or a change in child support, if amount claimed differs from the table amount in the Guidelines (a claim for add-ons for special or extraordinary expenses, a child is 18 years of age or more, a claim for undue hardship, a case of split or shared custody, if the payor's annual income is over \$150,000, if the payor stands in the place of the child's natural parent).*
- *Complete this Part if there is a claim, either by you or against you, for spousal or parental support or a change in that support.*
- *You must set out your TOTAL living expenses. If you cannot find out the actual amount, give your best estimate.*
- *To the extent a current expense amount is anticipated to change in the near future, indicate such change in the proposed expense amount column. An explanation for the difference(s) should be included in an affidavit in the event of an application for support.*

AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

Source Deductions	Current Amount	Propose d Amount		Current Amount	Propose d Amount
1 Canada Pension Plan contributions	\$ _____	\$ _____	18 General household supplies	\$ _____	\$ _____
2 Employment Insurance premiums	\$ _____	\$ _____	19 Hair care, toiletries and sundries	\$ _____	\$ _____
3 Employee pension contributions to a registered pension plan	\$ _____	\$ _____	20 Dry cleaning and laundry	\$ _____	\$ _____
4 Medical and dental insurance premiums (Deducted at source)	\$ _____	\$ _____	21 Furnishings and equipment	\$ _____	\$ _____
5 Income tax	\$ _____	\$ _____	22 Other (Specify).....	\$ _____	\$ _____
<b>Housing</b>			<b>Transportation</b>		
6 Rent or mortgage	\$ _____	\$ _____	23 Public transit, taxis	\$ _____	\$ _____
7 Property taxes	\$ _____	\$ _____	24 Car insurance, registration and licence	\$ _____	\$ _____
8 Homeowner's/Tenant's insurance	\$ _____	\$ _____	25 Gas and oil	\$ _____	\$ _____
9 Condominium fees	\$ _____	\$ _____	26 Parking	\$ _____	\$ _____
10 Water, sewer and garbage	\$ _____	\$ _____	27 Car repairs and maintenance	\$ _____	\$ _____
11 House repairs, maintenance, yard care	\$ _____	\$ _____	28 Other (Specify).....	\$ _____	\$ _____
12 Heat	\$ _____	\$ _____	<b>Health</b>		
13 Electricity	\$ _____	\$ _____	29 Medical and dental insurance premiums (Not deducted at source)	\$ _____	\$ _____
14 Telephone	\$ _____	\$ _____	30 Health care (physiotherapy, etc.)	\$ _____	\$ _____
15 Other (Specify)	\$ _____	\$ _____	31 Drugs, prescriptions	\$ _____	\$ _____
<b>Household Expenses</b>			32 Dental care (including orthodontist)	\$ _____	\$ _____
16 Food	\$ _____	\$ _____	33 Optical care (eyeglasses, contact lenses)	\$ _____	\$ _____
17 Meals outside the home	\$ _____	\$ _____	34 Other (Specify).....	\$ _____	\$ _____

AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

(Amounts in 30 - 34 net of coverage)

		Current Amount	Propose d Amount
<b>Personal</b>			
_____	_____	35 Clothing, footwear	\$ _____ \$ _____
_____	_____	36 Educational expenses (self) (Specify)	\$ _____ \$ _____
_____	_____	37 Other (Specify).....	\$ _____ \$ _____
<b>Children</b>			
_____	_____	38 Clothing, footwear	\$ _____ \$ _____
_____	_____	39 Children's allowance, gifts	\$ _____ \$ _____
_____	_____	40 School fees, books and supplies	\$ _____ \$ _____
_____	_____	41 School activities (field trips, etc.)	\$ _____ \$ _____
_____	_____	42 Activities, lessons and supplies (music lessons, clubs, sports, bicycles)	\$ _____ \$ _____
_____	_____	43 Child care, babysitting	\$ _____ \$ _____
_____	_____	44 Other (Specify).....	\$ _____ \$ _____
<b>Savings for the Future</b>			
_____	_____	45 RRSP	\$ _____ \$ _____
_____	_____	46 RESP	\$ _____ \$ _____
_____	_____	47 Other (Specify).....	\$ _____ \$ _____
<b>Support payments</b> (Specify for whom, whether tax deductible, whether voluntary or pursuant to order)		50 .....	\$ _____ \$ _____
	<b>Current Amount</b>	.....	\$ _____ \$ _____
48 Support being paid in this case	\$ _____		
<b>Other</b>			
49 Support being paid in any other case	\$ _____	51 Life or term insurance premiums	\$ _____ \$ _____
<b>Debt payments (other than mortgage)</b> (Specify)		52 Banking, legal, accounting	\$ _____ \$ _____
	<b>Current Amount</b>	<b>Propose d Amount</b>	53 Church, charitable donations
			\$ _____ \$ _____



AMENDMENTS TO THE QUEEN'S BENCH RULES AND FORMS

54 Entertainment and recreation	\$	\$	_____	_____
55 Vacation	\$	\$	_____	_____
56 Alcohol/tobacco	\$	\$	_____	_____
57 Other (Specify) .....	\$	\$	_____	_____
<b>G Total annual expenses .....</b>	<b>G = \$</b>	<b>\$</b>	_____	_____

Adjusted Annual Income: D, E or F \$ \_\_\_\_\_

**Subtract**

Total annual expenses (current) G - \$ \_\_\_\_\_

**ANNUAL SURPLUS/DEFICIT (current) = \$ \_\_\_\_\_**

Adjusted Annual Income: D, E or F \$ \_\_\_\_\_

**Subtract**

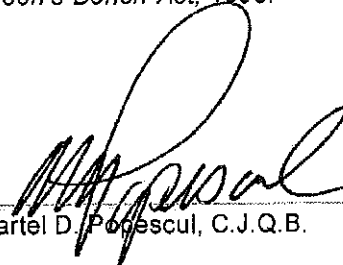
Total annual expenses (proposed) G - \$ \_\_\_\_\_

**ANNUAL SURPLUS/DEFICIT (proposed) = \$ \_\_\_\_\_ "**

CERTIFICATE

I, MARTEL D. POPESCU, Chief Justice of Her Majesty's Court of Queen's Bench for Saskatchewan, certify that these amendments to the rules and forms were made by a majority of judges of Her Majesty's Court of Queen's Bench for Saskatchewan pursuant to section 28 of *The Queen's Bench Act, 1998*.

Dated at Saskatoon, Saskatchewan, July 11, 2016.

  
 \_\_\_\_\_  
 Martel D. Popescu, C.J.Q.B.