

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

AMENDMENTS TO *THE QUEEN'S BENCH RULES*

The Queen's Bench Rules are amended, effective October 1st, 2020, in the manner set forth below:

PART 1
Rules

Part 4 amended

1 Part 4 (Managing Litigation), Division 3 (Dispute Resolution) is amended by adding the following Subdivision after Rule 4-21:

***“Subdivision 3
Binding Pre-trial Conference***

Definition

4-21.1 In this subdivision, “**binding pre-trial conference**” means a pre-trial conference in which, if settlement fails, the presiding judge may make a binding decision in accordance with terms of the written agreement signed by the parties to the action and executed in accordance with the rule 4-21.4.

Purpose of binding pre-trial conference

4-21.2(1) The parties shall make a genuine attempt to settle an action before requesting a binding pre-trial conference.

- (2) A binding pre-trial conference is not to replace normal negotiations between the parties.
- (3) The goals of a binding pre-trial conference are:
 - (a) to allow the parties to participate in the problem-solving process;
 - (b) to allow settlement options to be presented;
 - (c) to seek settlement of the dispute, or if settlement fails, to obtain a binding decision on one or more of the claims or issues in the dispute so as to improve the efficiency of the court system and to save time and costs for all parties and witnesses; and
 - (d) to facilitate the resolution of a dispute.

Application and procedure

4-21.3(1) On the close of pleadings, the parties may request a binding pre-trial conference by filing with the local registrar:

- (a) a joint request:
 - (i) in Form 4-21.3A in proceedings commenced other than under Part 15 (Family Law Proceedings); or
 - (ii) in Form 4-21.3B in proceedings commenced under Part 15 (Family Law Proceedings);
- (b) a certified copy of pleadings, but in a proceeding commenced under Part 15, certified copies of the petition and answer are not required; and
- (c) a written agreement signed by the parties and executed in accordance with rule 4-21.4.

(2) A joint request for binding pre-trial conference must:

- (a) contain a certificate of readiness;
- (b) confirm that efforts at settlement have been made; and
- (c) set out the estimated time required for the binding pre-trial conference.

(3) The local registrar shall schedule a binding pre-trial conference date to ensure optimum use of court time but shall endeavour to suit the convenience of the parties.

(4) The parties shall accept the date scheduled pursuant to subrule (3).

(5) If a binding pre-trial conference date has been scheduled, the party having carriage of the proceeding shall immediately pay the required fee for setting down.

Written agreement

4-21.4(1) The written agreement to participate in a binding pre-trial conference must be:

- (a) in Form 4-21.4A in proceedings commenced other than under Part 15 (Family Law Proceedings); or
- (b) in Form 4-21.4B in proceedings commenced under Part 15 (Family Law Proceedings).

(2) The written agreement to participate in a binding pre-trial conference must:

- (a) be signed by each of the parties, separate and apart from the other party, and before a witness;
- (b) contain an acknowledgment in writing by each party confirming that the signing party:
 - (i) has entered into the agreement voluntarily;

- (ii) has executed the agreement separate and apart from the other party;
 - (iii) is aware of the nature and the effect of the agreement;
 - (iv) understands and consents to participate in the binding pre-trial conference process as prescribed by rules 4-21.1 to 4-21.92;
 - (v) understands and agrees that if the parties are unable to reach a settlement, the presiding judge may make a binding decision that may include costs; and
 - (vi) understands and agrees that a binding decision shall be deemed to be a consent order or judgment of the Court and cannot be appealed without leave of the presiding judge pursuant to section 38 of *The Queen's Bench Act, 1998*;
- (c) contain a certificate of independent legal advice for each party executed in accordance with subrule (4) by the lawyer before whom the acknowledgment required pursuant to clause (b) is made;
- (d) describe each party's right to withdraw their consent to participate in the binding pre-trial conference in accordance with rule 4-21.7; and
- (e) set out the claims or issues that the presiding judge may determine in the absence of a settlement agreement at the conclusion of the binding pre-trial conference.
- (3) Each party shall make the acknowledgment required pursuant to clause (2)(b) before a lawyer other than the lawyer acting in the matter for the other party or before whom the acknowledgment is made by the other party.
- (4) The lawyer before whom an acknowledgment required pursuant to clause (2)(b) is made must execute and file a certificate of independent legal advice confirming that the party understands and consents to participate in the binding pre-trial conference process as prescribed by rules 4-21.1 to 4-21.92, including the understanding that, if the action does not settle, the presiding judge may make a binding judgment that may include costs.

Notice of assigned judge

4-21.5 At least 30 days before the date fixed for the binding pre-trial conference, the local registrar shall inform the parties of the judge assigned to conduct the binding pre-trial conference.

Binding pre-trial briefs

4-21.6(1) The parties shall file and exchange binding pre-trial briefs not later than 15 days before the date scheduled for the binding pre-trial conference.

(2) Each binding pre-trial brief:

- (a) must clearly state on the first page the name of the party on whose behalf it is filed;
- (b) must include a concise statement of the issues in dispute and the law relating to those issues, together with a list of the authorities prepared in accordance with rule 13-38.1(1)(b);

- (c) must include a concise summary of the evidence that the party relies on;
- (d) must be accompanied by all documents, or legible copies of documents, intended to be referenced at the binding pre-trial conference that may be of assistance to the presiding judge in achieving the purposes of a binding pre-trial conference, including medical and expert reports, financial documents and those documents and materials as may have been directed to be filed by the presiding judge at a pre-conference meeting as described in rule 4-21.8; and
- (e) may be accompanied by a proposal for settlement of the issues involved in the proceedings that may include admissions for the purpose of the binding pre-trial conference or other statements relating to the issues that the party may choose.

Withdrawal of consent

- 4-21.7(1)** A party may withdraw consent to participate in a binding pre-trial conference on any issues at any time up to 10 days before the commencement of the binding pre-trial conference by serving and filing a notice of withdrawal in Form 4-21.7.
- (2) A party may seek leave of the Court to withdraw consent within the 10 days before the commencement of the binding pre-trial conference, and a judge may grant leave on such terms as the judge sees fit, including an order for costs.
- (3) If consent is withdrawn, the binding pre-trial conference shall proceed as a pre-trial conference in accordance with Division 3, Subdivision 2 of this Part.

Pre-conference meeting

- 4-21.8** The parties shall attend any pre-conference meeting as may be directed by the presiding judge, by telephone or in person, to:
- (a) determine if it is inappropriate to conduct a binding pre-trial conference in relation to one or more issues or claims submitted;
 - (b) confirm the issues to be determined;
 - (c) instruct the parties with respect to the process; and
 - (d) direct whether any additional documents must be filed, or other requirements met, in advance of the binding pre-trial conference.

Powers of judge

- 4-21.9(1)** If the parties do not reach agreement on any or all of the issues that the parties have agreed may be determined in accordance with their written agreement, the presiding judge may do one or more of the following:
- (a) make a binding decision on one or more of the issues or claims submitted by the parties for determination in accordance with the written agreement;
 - (b) adjourn the binding pre-trial conference or delay making a binding decision on such terms, conditions and directions that the presiding judge considers appropriate;

- (c) determine it is not appropriate to make a decision on any or all of the issues;
- (d) make an award of costs.

(2) If the presiding judge makes a binding decision under subrule (1), the decision shall be in the form of a written order or judgment.

(3) If the presiding judge makes an oral decision under subrule (1), the matter must proceed in open court for the purposes of recording the binding decision as an order or judgment of the court.

(4) In accordance with the written agreement of the parties, the binding decision is deemed a consent order or judgment as contemplated by section 38 of *The Queen's Bench Act, 1998*.

(5) If the presiding judge determines it is not appropriate to make a decision on any or all of the issues, the judge shall direct the local registrar to schedule a date for trial on any undetermined issues.

(6) The presiding judge shall not hear any further applications in the action nor preside at the trial unless all parties and the judge consent in writing.

Documents resulting from binding pre-trial conference

4-21.91(1) Unless the presiding judge directs otherwise, the binding pre-trial brief and all documents and copies thereof filed pursuant to rule 4-21.6 shall be returned to the parties on completion of the binding pre-trial conference.

(2) The only documents filed in conjunction with the binding pre-trial conference that shall remain on the court file at the conclusion of the binding pre-trial conference are:

- (a) the written agreement of the parties to participate in the binding pre-trial conference filed pursuant to rule 4-21.3(1)(c);
- (b) any settlement agreement prepared by the parties;
- (c) any consent order or consent judgment prepared by the parties;
- (d) any judgment or order or a transcript of proceedings made in open court at the time the presiding judge renders a binding decision on any or all of the issues determined in accordance with the written agreement;
- (e) if the matter is to proceed to trial, the pre-trial conference report form that includes the matters described in rule 4-18(1)(e); and
- (f) any other document that the presiding judge may direct.

Confidentiality and use of information

4-21.92 Rule 4-19 applies to binding pre-trial conferences except with respect to any issue or claim that results in a binding decision pursuant to rule 4-21.9”.

PART 2
Forms

Part 4 amended

2 The following Forms are added to Part 4 after Form 4-11:

“Form 4-21.3A
(Rule 4-21.3)

COURT FILE NUMBER _____
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE _____
PLAINTIFF(S) _____
DEFENDANT(S) _____

JOINT REQUEST FOR BINDING PRE-TRIAL CONFERENCE (CIVIL)

The lawyers [*or parties*]:

- (a) certify that they are ready for a binding pre-trial conference, and thereafter for trial if necessary;
- (b) confirm that they are requesting a binding pre-trial conference;
- (c) confirm that the applicable mediation requirements of section 42 of *The Queen's Bench Act, 1998* have been complied with;
- (d) confirm that settlement efforts have been made;
- (e) estimate that the time required for the binding pre-trial conference is _____ (in hours);
- (f) counsel for the plaintiff(s) is available to conduct the binding pre-trial conference on the following dates: _____

- (g) counsel for the defendant(s) is available to conduct the binding pre-trial conference on the following dates: _____

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DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____

(signature of plaintiff or plaintiff's lawyer)

Telephone Number: _____

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____

(signature of defendant or defendant's lawyer)

Telephone Number: _____

“Form 4-21.3B
(Rule 4-21.3)

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 BINDING PRE-TRIAL CONFERENCE (FAMILY)

The solicitors [or parties] by their signatures hereto:

1. Certify that they are ready for a binding 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 they have complied with the requirements of section 44.01 of *The Queen's Bench Act, 1998* respecting family dispute resolution.
3. Confirm that they are requesting a binding pre-trial conference.
4. Confirm that *bona fide* settlement efforts have been made. The dates on which settlement proposals were exchanged are:

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

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

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

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

6. 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 binding pre-trial conference 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 binding pre-trial conference date is to be set in the circumstances.

7. 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 binding 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

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DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

(signature of petitioner or petitioner's lawyer)

Telephone Number: _____

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

(signature of respondent or respondent's lawyer)

Telephone Number: _____

"Form 4-21.4A"
(Rule 4-21.4)

BINDING PRE-TRIAL CONFERENCE AGREEMENT (CIVIL)

THIS AGREEMENT made this _____ day of _____, 2 _____

BETWEEN:

of _____ (the "Plaintiff")
Saskatchewan

-and-

of _____ (the "Defendant")
Saskatchewan

WHEREAS an action between the parties has been filed in the Court of Queen's Bench for Saskatchewan,
Judicial Centre of _____, Court file number _____;

AND WHEREAS the parties have been unable to agree on a resolution of the issues specified herein;

AND WHEREAS the parties have agreed to resolve the issues specified herein by binding pre-trial conference
in accordance with Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules* and on the terms and conditions
provided for herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises herein contained, the parties
hereby agree as follows:

IDENTIFICATION OF ISSUES TO BE RESOLVED

1. Nature of Action

The following is a general indication of the nature of the action that has been commenced. (Check the
boxes that best reflect what the action involves.)

- breach of contract
- inducing breach of contract
- negligence
- breach of fiduciary duty
- breach of trust
- defamation
- statutory claim, i.e. oppression, *The Business Corporations Act*
- estates, i.e. validity of will
- other, as listed below:

2. Resolved Issues

The following issues raised by the pleadings have been resolved. (Check the issues that have been resolved by agreement, court order, consent or otherwise and provide a brief description of the resolution.)

- liability
- amount of damages
- injunctive relief
- costs
- other, as listed below:

were resolved as follows:

3. Issues for Binding Pre-trial Conference

The following issues raised by the pleadings have not been resolved and are directed to a binding pre-trial conference. (Check the issues that have not been resolved and provide a brief description of the nature of the suit with respect to each issue.)

- liability
- amount of damages
- injunctive relief
- distribution of estate
- sale of property
- costs
- other, as listed below

CHOICE OF PROCESS

4. The parties agree to resolve the issues identified in paragraph 3 of this agreement by participating in a binding pre-trial conference presided over by a judge of the Court of Queen's Bench for Saskatchewan. The parties confirm they have entered into this agreement voluntarily and have not been coerced or threatened in any way to agree to participate in a binding pre-trial conference nor promised anything in exchange for agreeing to participate in a binding pre-trial conference.

5. The parties understand and agree that, in the absence of a settlement agreement being reached by them with respect to any or all issues identified in paragraph 3 of this agreement, the judge assigned to the binding pre-trial conference may do one or more of the following:
 - (a) make a binding decision on one or more of the issues or claims submitted by the parties for determination in accordance with this written agreement;
 - (b) adjourn the binding pre-trial conference or delay making a binding decision on such terms, conditions and directions that the judge considers appropriate;
 - (c) determine it is not appropriate to make a binding decision on any or all of the issues;
 - (d) make an award of costs.

6. The parties acknowledge and agree that:
 - (a) a party may withdraw consent to participate in a binding pre-trial conference on any issues at any time up to 10 days before the commencement of the binding pre-trial conference, by serving and filing a notice of withdrawal in the form prescribed in Rule 4-21.7 of *The Queen's Bench Rules*;
 - (b) a party may seek leave of the Court to withdraw consent within the 10 days before the commencement of the binding pre-trial conference; and
 - (c) if consent is withdrawn, the binding pre-trial conference shall proceed as a pre-trial conference.

PROCEDURE

7. The parties agree to follow the procedure for a binding pre-trial conference prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*. The parties acknowledge and agree that the presiding judge may provide the parties with additional specific instructions to be fulfilled before the binding pre-trial conference takes place and agree that each shall comply with such instructions within the time prescribed.

8. The parties acknowledge and agree that the presiding judge shall have full power and authority to rule on any questions of law applying to the admission of evidence or to the determination of any or all of the issues in dispute and that, in doing so, the presiding judge is not bound by the strict rules of evidence. The presiding judge may use any information submitted to the Court that the presiding judge believes to be relevant to one or more of the issues in dispute or that will enable the presiding judge to determine or decide any or all of the issues in dispute.

9. The parties represent and acknowledge that they have made full and fair disclosure of all records and information necessary to resolve the issues in dispute using the binding pre-trial conference process. The parties further recognize that any determination or decision made by the parties during their negotiations to resolve the issues in dispute, or made by the presiding judge, may be based on incomplete information. The parties expressly authorize the presiding judge to make any determination or decision on any or all of the issues in dispute based on the information presented to the presiding judge.
10. The parties agree that, at the conclusion of the binding pre-trial conference, all documents and materials filed in conjunction with the binding pre-trial conference shall be returned to the party on whose behalf the documents were filed except as provided in Rule 4-21.92 of *The Queen's Bench Rules*.

DECISION

11. The form of any binding decision made by the presiding judge will be in the discretion of the judge, whether oral or written, and may be pronounced in open court.
12. Any binding decision made by the presiding judge and any settlement agreements reached by the parties that resolve any or all of the issues shall be recorded by the Court as a judgment given or order made by a judge with the consent of the parties and shall be fully enforceable between the parties.
13. The parties agree that a binding decision of the presiding judge shall be final and binding on the parties with no right of appeal therefrom except with leave of the binding pre-trial conference judge on application pursuant to section 38 of *The Queen's Bench Act, 1998*.
14. The parties further agree that they will not make any collateral attack on any determination or decision made by the presiding judge.
15. The parties acknowledge and agree that the presiding judge shall be the sole arbiter of any dispute or disagreement, by any process the presiding judge may direct, respecting any terms of settlement reached between them or with respect to any binding decision made by the presiding judge arising out of the binding pre-trial conference.

GENERAL

16. The parties acknowledge and agree that the presiding judge is not compellable as a witness in any subsequent proceedings and that the provisions of section 28.1 of *The Queen's Bench Act, 1998* apply to the binding pre-trial conference.

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DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Plaintiff

Telephone number

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Defendant

Telephone number

ACKNOWLEDGMENT

I, _____, of _____, Saskatchewan,
being the _____ (Plaintiff/Defendant) acknowledge that:

1. I have entered into the attached agreement voluntarily.
2. I have executed the agreement separate and apart from the _____
(Plaintiff/Defendant).
3. I am aware of the nature and effect of the attached agreement.
4. I understand and consent to participate in the binding pre-trial conference process as prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*.
5. I understand that, if we are unable to reach a settlement at the binding pre-trial conference, the presiding judge shall have full power and authority to make a binding decision resolving any or all of the issues in dispute in accordance with the terms of this agreement and as prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*.
6. I understand that the binding decision may include costs and that such binding decision shall be deemed to be a consent order or judgment that cannot be appealed except with leave of the binding pre-trial conference judge on application pursuant to section 38 of *The Queen's Bench Act, 1998*.

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Witness

(Plaintiff/Defendant)

AFFIDAVIT OF EXECUTION

I, _____, of _____, Saskatchewan,
swear (or affirm) that:

1. I was personally present and did see _____,
the _____ (Plaintiff/Defendant) named in the within agreement,
who is personally known to me to be the person named therein, duly sign and execute
the same.

2. The agreement was executed at _____, Saskatchewan, on
the _____ day of _____, 2 _____ and I am the subscribing
witness thereto.

SWORN (OR AFFIRMED) BEFORE ME

at _____, Saskatchewan,

this _____ day of _____



(Witness)

A Commissioner for Oaths for Saskatchewan

My commission expires _____
Or being a solicitor

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of _____, Saskatchewan,
a practising Barrister and Solicitor, certify that:

1. I have independently advised _____
the _____ (Plaintiff/Defendant), with respect to the terms and
conditions of this agreement.
2. _____ executed the agreement separate and apart
from _____.
3. I do not act on behalf of the opposing party in this matter.
4. The _____ (Plaintiff/Defendant) understands and consents to
participate in the binding pre-trial conference process as prescribed by Rules 4-21.1 to 4-21.92
of *The Queen's Bench Rules*.
5. The _____ (Plaintiff/Defendant) understands that, if the parties
do not reach a settlement, the presiding judge may give a binding decision that may include
costs, and that such binding decision will be deemed to be a consent order or judgment that
cannot be appealed except with leave of the binding pre-trial conference judge on application
pursuant to section 38 of *The Queen's Bench Act, 1998*.
6. The _____ (Plaintiff/Defendant) signed the agreement
voluntarily and not under any duress, undue influence or deception.

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Signature

"Form 4-21.4B"
(Rule 4-21.4)

BINDING PRE-TRIAL CONFERENCE AGREEMENT (FAMILY)

THIS AGREEMENT made this _____ day of _____, 2 _____

BETWEEN:

of _____ (the "Petitioner")
Saskatchewan

-and-

of _____ (the "Respondent")
Saskatchewan

WHEREAS an action between the parties has been filed in the Court of Queen's Bench for Saskatchewan,
Judicial Centre of _____, Court file number _____;

AND WHEREAS the parties have been unable to agree on a resolution of the issues specified herein;

AND WHEREAS the parties have agreed to resolve the issues specified herein by binding pre-trial conference
in accordance with Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules* and on the terms and conditions
provided for herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises herein contained, the parties
hereby agree as follows:

IDENTIFICATION OF ISSUES TO BE RESOLVED

1. Resolved Issues

The following issues raised by the pleadings have been resolved. (Check the issues that have been resolved
by agreement, court order, consent or otherwise and provide a brief description of the resolution.)

- divorce
- parental decision-making
- parenting schedule
- child support
- spousal support
- division of family property
- costs
- other, as listed below:

were resolved as follows:

2. Issues for Binding Pre-trial Conference

The following issues raised by the pleadings have not been resolved and are directed to a binding pre-trial conference. (Check the issues that have not been resolved and provide a brief description of the nature of the suit with respect to each issue.)

parental decision-making

parenting schedule

child support

special expenses

spousal support

division of family property

divorce

costs

other, as listed below

CHOICE OF PROCESS

3. The parties agree to resolve the issues identified in paragraph 2 of this agreement by participating in a binding pre-trial conference presided over by a judge of the Court of Queen's Bench for Saskatchewan. The parties confirm they have entered into this agreement voluntarily and have not been coerced or threatened in any way to agree to participate in a binding pre-trial conference nor promised anything in exchange for agreeing to participate in a binding pre-trial conference.

4. The parties understand and agree that, in the absence of a settlement agreement being reached by them with respect to any or all issues identified in paragraph 2 of this agreement, the judge assigned to the binding pre-trial conference may do one or more of the following:

(a) make a binding decision on one or more of the issues or claims submitted by the parties for determination in accordance with this written agreement;

(b) adjourn the binding pre-trial conference or delay making a binding decision on such terms, conditions and directions that the judge considers appropriate;

(c) determine it is not appropriate to make a binding decision on any or all of the issues;

(d) make an award of costs.

5. The parties acknowledge and agree that:
- (a) a party may withdraw consent to participate in a binding pre-trial conference on any issues at any time up to 10 days before the commencement of the binding pre-trial conference, by serving and filing a notice of withdrawal in the form prescribed in Rule 4-21.7 of *The Queen's Bench Rules*;
 - (b) a party may seek leave of the Court to withdraw consent within the 10 days before the commencement of the binding pre-trial conference; and
 - (c) if consent is withdrawn, the binding pre-trial conference shall proceed as a pre-trial conference.

PROCEDURE

6. The parties agree to follow the procedure for a binding pre-trial conference prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*. The parties acknowledge and agree that the presiding judge may provide the parties with additional specific instructions to be fulfilled before the binding pre-trial conference takes place and agree that each shall comply with such instructions within the time prescribed.
7. The parties acknowledge and agree that the presiding judge shall have full power and authority to rule on any questions of law applying to the admission of evidence or to the determination of any or all of the issues in dispute and that, in doing so, the presiding judge is not bound by the strict rules of evidence. The presiding judge may use any information submitted to the Court that the presiding judge believes to be relevant to one or more of the issues in dispute or that will enable the presiding judge to determine or decide any or all of the issues in dispute.
8. The parties represent and acknowledge that they have made full and fair disclosure of all records and information necessary to resolve the issues in dispute using the binding pre-trial conference process. The parties further recognize that any determination or decision made by the parties during their negotiations to resolve the issues in dispute, or made by the presiding judge, may be based on incomplete information. The parties expressly authorize the presiding judge to make any determination or decision on any or all of the issues in dispute based on the information presented to the presiding judge.
9. The parties agree that, at the conclusion of the binding pre-trial conference, all documents and materials filed in conjunction with the binding pre-trial conference shall be returned to the party on whose behalf the documents were filed except as provided in Rule 4-21.92 of *The Queen's Bench Rules*.

DECISION

10. The form of any binding decision made by the presiding judge will be in the discretion of the judge, whether oral or written, and may be pronounced in open court.
11. Any binding decision made by the presiding judge and any settlement agreements reached by the parties that resolve any or all of the issues shall be recorded by the Court as a judgment given or order made by a judge with the consent of the parties and shall be fully enforceable between the parties.
12. The parties agree that a binding decision of the presiding judge shall be final and binding on the parties with no right of appeal therefrom except with leave of the binding pre-trial conference judge on application pursuant to section 38 of *The Queen's Bench Act, 1998*.

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13. The parties further agree that they will not make any collateral attack on any determination or decision made by the presiding judge.
14. The parties acknowledge and agree that the presiding judge shall be the sole arbiter of any dispute or disagreement, by any process the presiding judge may direct, respecting any terms of settlement reached between them or with respect to any binding decision made by the presiding judge arising out of the binding pre-trial conference.

GENERAL

15. The parties acknowledge and agree that the presiding judge is not compellable as a witness in any subsequent proceedings and that the provisions of section 28.1 of *The Queen's Bench Act, 1998* apply to the binding pre-trial conference.

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Petitioner

Telephone number

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Respondent

Telephone number

ACKNOWLEDGMENT

I, _____, of _____, Saskatchewan,
being the _____ (Petitioner/Respondent) acknowledge that:

1. I have entered into the attached agreement voluntarily.
2. I have executed the agreement separate and apart from the _____ (Petitioner/Respondent).
3. I am aware of the nature and effect of the attached agreement.
4. I understand and consent to participate in the binding pre-trial conference process as prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*.
5. I understand that, if we are unable to reach a settlement at the binding pre-trial conference, the presiding judge shall have full power and authority to make a binding decision resolving any or all of the issues in dispute in accordance with the terms of this agreement and as prescribed by Rules 4-21.1 to 4-21.92 of *The Queen's Bench Rules*.
6. I understand that the binding decision may include costs and that such binding decision shall be deemed to be a consent order or judgment that cannot be appealed except with leave of the binding pre-trial conference judge on application pursuant to section 38 of *The Queen's Bench Act, 1998*.

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Witness

(Petitioner/Respondent)

AFFIDAVIT OF EXECUTION

I, _____, of _____, Saskatchewan,
swear (or affirm) that:

1. I was personally present and did see _____, the
_____ (Petitioner/Respondent) named in the within agreement, who is
personally known to me to be the person named therein, duly sign and execute the same.
2. The agreement was executed at _____, Saskatchewan, on the _____
day of _____, 2 _____ and I am the subscribing witness thereto.

SWORN (OR AFFIRMED) BEFORE ME

at _____, Saskatchewan,

this _____ day of _____

(Witness)

A Commissioner for Oaths for Saskatchewan

My commission expires _____
Or being a solicitor

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of _____, Saskatchewan,
a practising Barrister and Solicitor, certify that:

1. I have independently advised _____, the
_____ (Petitioner/Respondent), with respect to the terms
and conditions of this agreement.
2. _____ executed the agreement separate and apart
from _____.
3. I do not act on behalf of the opposing party in this matter.
4. The _____ (Petitioner/Respondent) understands and consents to
participate in the binding pre-trial conference process as prescribed by Rules 4-21.1 to 4-21.92
of *The Queen's Bench Rules*.
5. The _____ (Petitioner/Respondent) understands that, if the
parties do not reach a settlement, the presiding judge may give a binding decision that may
include costs, and that such binding decision will be deemed to be a consent order or
judgment that cannot be appealed except with leave of the binding pre-trial conference judge
on application pursuant to section 38 of *The Queen's Bench Act, 1998*.
6. The _____ (Petitioner/Respondent) signed the agreement
voluntarily and not under any duress, undue influence or deception.

DATED at _____, Saskatchewan, this _____ day
of _____, 2 _____.

Signature

“Form 4-21.7
(Subrule 4-21.7(1))

COURT FILE NUMBER _____

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
(if applicable, add FAMILY LAW DIVISION)

JUDICIAL CENTRE _____

PLAINTIFF(S)/
PETITIONER(S)/
CO-PETITIONER(S) _____

DEFENDANT(S)/
RESPONDENT(S) _____

NOTICE OF WITHDRAWAL FROM BINDING PRE-TRIAL CONFERENCE

TO: _____
(name of opposite party)

TAKE NOTICE that _____ withdraws consent to the
following issues being determined at the binding pre-trial conference scheduled before

_____ on _____, 2 ____:
(name of judge)

1. _____

2. _____

DATED at _____, Saskatchewan, this _____ day
of _____, 2 ____.

(signature of party or party's lawyer)

NOTICE

If you withdraw from the binding pre-trial conference, the pre-trial conference will proceed in accordance with Part 4, Division 3, Subdivision 2 of *The Queen's Bench Rules*.
(See subrule 4-21.7(3)).

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)*: _____

”.

AMENDMENTS TO THE QUEEN'S BENCH RULES

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CERTIFICATE

I, MARTEL D. POPESCU, Chief Justice of Her Majesty's Court of Queen's Bench for Saskatchewan, certify that these amendments to *The Queen's Bench Rules* 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 Sussex, Saskatchewan, September 4th, 2020.


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