

THIS ISSUE HAS NO PART II  
(REVISED REGULATIONS)  
OR PART III (REGULATIONS)



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## PART I/PARTIE I

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*The staff of the Queen's Printer wishes you  
and your family a wonderful Holiday Season!*



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*The Office the Queen's Printer will be closed on Wednesday, December 25,  
Thursday, December 26, 2002 and Wednesday, January 1, 2003.*

## APPOINTMENTS

### CANCELLATION OF APPOINTMENT OF HONORARY AIDE-DE-CAMP TO THE LIEUTENANT GOVERNOR OF SASKATCHEWAN

The appointment of the following Honorary Aide-de-Camp has been cancelled, effective December 5, 2002:

Inspector Dale Erickson.

Nadene Roske Nixon,  
Cabinet Secretariat Office.

### DESIGNATION OF BREATHALYZER TECHNICIANS (Breath Samples)

I, Doug Moen, Q.C., Deputy Attorney General, pursuant to subsection 254(1) of the *Criminal Code* (Canada), hereby designate as being qualified to operate an approved instrument, the Intoxilyzer 5000C, and therefore "qualified technician" in respect of breath samples, the following persons:

#### *Saskatoon Police Service* —

Byron Andrew Sommacal  
Brock Michael Lynden

#### *Moose Jaw Police Service* —

Murray George Rice  
Bradley Dean Sukenik

#### *Regina Police Service* —

Colin Bradley Magee

#### *R.C.M. Police* —

Paul Ryan Cook  
Alison Mary Cychmistruk  
Leah Noelle Eisnor  
Mark Douglas Goodwin  
Juan Fernando Huss  
Thomas Ray Love  
Darryl Adam Milo  
Catherine Jane Prince  
Craig Douglas Reid  
Ryan William Rempel  
Christopher Aaron Roberts  
Winston Wayne Shorey  
Colin Wayne Springinatic  
Grant Lee Stebanuk  
Gregory James Toogood  
Darcy John Woolfitt  
Bobby Steven Zwarich

Dated at Regina, Saskatchewan, December 10, 2002.

Doug Moen, Q.C.,  
Deputy Minister of Justice and  
Deputy Attorney General for the  
Province of Saskatchewan.

## ACTS IN FORCE ON SPECIFIC DATES

<i>Title:</i>	<i>Bill:</i>	<i>Chapter:</i>
<i>The Cities Consequential Amendment Act, 2002/Loi de 2002 apportant des modifications corrélatives à la loi intitulée The Cities Act (Assented to July 3, 2002) (Specific Event)</i>	76	27

## ACTS NOT YET PROCLAIMED

<i>Title:</i>	<i>Chapter:</i>
<i>The Aboriginal Courtworkers Commission Act, S.S. 1995</i> Assented to May 18, 1995	A-1.1
<i>The Adoption Act, 1998, S.S. 1998/Loi de 1998 sur l'adoption, L.S. 1998</i> Assented to June 11, 1998	A-5.2
<i>The Alcohol and Gaming Regulation Act, 1997, S.S. 1997/ Loi de 1997 sur la réglementation des boissons alcoolisées et des jeux de hasard, L.S. 1997</i> Assented to May 21, 1997	A-18.011
<i>The Alcohol and Gaming Regulation Amendment Act, 1998 (No. 2), S.S. 1998/Loi n° 2 de 1998 modifiant la Loi de 1997 sur la réglementation des boissons alcoolisées et des jeux de hasard, L.S. 1998</i> Assented to June 11, 1998	16
<i>The Alcohol and Gaming Regulation Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002, sections 3, 4, 7 and 8, subsection 13(1) and sections 14 to 23 not yet proclaimed.	41
<i>The Alcohol and Gaming Regulation Amendment Act, 2002, S.S. 2002 (No. 2)/ Loi de 2002 modifiant la Loi de 1997 sur la réglementation des boissons alcoolisées et des jeux de hasard, L.S. 2002</i> Assented to July 10, 2002	42
<i>The Animal Products Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002, sections 3, 5, 6 and 7 not yet proclaimed.	15
<i>The Automobile Accident Insurance Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002, subsection 3(2), sections 9, 12, and 13, subsection 14(2), sections 16 to 22 and 24, section 29, subsection 30(2) to (10), sections 31 to 33, subsection 35(3) not yet proclaimed.	44
<i>The Boiler and Pressure Vessel Act, 1999, S.S. 1999</i> Assented to April 21, 1999	B-5.1
<i>The Certified Management Accountants Act, S.S. 2000</i> Assented to June 21, 2000	C-4.111
<i>The Certified Management Consultants Act, S.S. 1998</i> Assented to May 12, 1998	C-4.12
<i>The Charitable Fund-raising Businesses Act, S.S. 2002</i> Assented to June 20, 2002, sections 1 to 26 and 28 to 50 not yet proclaimed.	C-6.2
<i>The Cities Act, S.S. 2002</i> Assented to July 3, 2002	C-11.1
<i>The Community Cablecasters Act, R.S.S. 1978</i> Assented to May 10, 1977	C-17
<i>The Consumer Protection Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002	16

<i>Title:</i>	<i>Chapter:</i>	<i>Title:</i>	<i>Chapter:</i>
<i>The Correctional Services Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002	45	<i>The Horned Cattle Purchases Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002	20
<i>The Cost of Credit Disclosure Act, 2002, S.S. 2002</i> Assented to June 20, 2002	C-41.01	<i>The Inter-jurisdictional Support Orders Act, S.S. 2002/ Loi sur les ordonnances alimentaires interterritoriales, L.S. 2002</i> Assented to May 30, 2002	I-10.03
<i>The Court Jurisdiction and Proceedings Transfer Act, S.S. 1997/Loi sur la compétence tribunaux et le renvoi des instances, L.S. 1997</i> Assented to April 28, 1997	C-41.1	<i>The Land Information Services Facilitation Act, S.S. 1999</i> Assented to May 6, 1999, sections 13, 15 to 17 not yet proclaimed.	L-3.01
<i>The Credit Union Act, 1998, S.S. 1998</i> Assented to June 11, 1998, clauses 2(1)(v) and (aaa), subsection 9(2), clause 10(c), Parts VI and XXI, clauses 440(1)(o) to (s) and (hh), and subsection 440(2) not yet proclaimed.	C-45.2	<i>The Land Surveys Act, 2000, S.S. 2000</i> Assented to June 29, 2000, sections 22 and Parts IV and VII not yet proclaimed.	L-4.1
<i>The Department of Agriculture and Food Amendment Act, 2002, S.S. 2002</i> Assented to May 30, 2002	17	<i>The Land Titles Act, 2000, S.S. 2000</i> Assented to June 29, 2000, sections 51, section 151 and subsection 167(2) not yet proclaimed.	L-5.1
<i>The Education Amendment Act, 2002, S.S. 2002/ Loi de 2002 modifiant la Loi de 1995 sur l'éducation, L.S. 2002</i> Assented to July 3, 2002, sections 3 to 6 not yet proclaimed.	29	<i>The Local Government Election Amendment Act, 2002, S.S. 2002</i> Assented to July 3, 2002	34
<i>The Enforcement of Canadian Judgments Act, S.S. 1997/Loi sur l'exécution des jugements canadiens, L.S. 1997</i> Assented to April 28, 1997	E-9.101	<i>The Medical Profession Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002, sections 1 to 3, clauses 4(a), (b), (d), (f), (j), sections 5, 7 to 9, 17 and 18, subsections 20(1), (2), (3) and (4), subclause 20(5)(a)(ii) and clause 20(5)(b), subsection 20(6), clause 21(a), subsection 26(1), section 32, clause 33(a), sections 35 to 38 and 40 to 42 not yet proclaimed.	21
<i>The Enforcement of Canadian Judgments Act, 2002, S.S. 2002/Loi de 2002 sur l'exécution des jugements canadiens, L.S. 2002</i> Assented to May 30, 2002	E-9.1001	<i>The Midwifery Act, S.S. 1999</i> Assented to May 6, 1999	M-14.1
<i>The Enforcement of Judgments Conventions Act, S.S. 1998/ Loi sur les conventions sur l'exécution de jugements, L.S. 1998</i> Assented to June 11, 1998	E-9.13	<i>The Northern Municipalities Amendment Act, 1997, S.S. 1997</i> Assented to May 21, 1997, clause 10(b) not yet proclaimed.	43
<i>The Health Information Protection Act, S.S. 1999</i> Assented to May 6, 1999	H-0.021	<i>The Northern Municipalities Amendment Act, 1998, S.S. 1998</i> Assented to June 11, 1998, sections 5 to 7, 13, 19, 22 and 25 not yet proclaimed.	28
<i>The Hearing Aid Sales and Services Act, S.S. 2001</i> Assented to June 28, 2001	H-2.01	<i>The Northern Municipalities Amendment Act, 2000, S.S. 2000</i> Assented to June 21, 2000, subsection 12(3) not yet proclaimed.	19
<i>The Highways and Transportation Act, 1997, S.S. 1997</i> Assented to May 21, 1997, section 13, subsection 37(8) and (9) not yet proclaimed.	H-3.01	<i>The Oil and Gas Conservation Amendment Act, 2001, S.S. 2001</i> Assented to June 28, 2001	26
<i>The Highway Traffic Act, 1996, S.S. 1996/Code de la route de 1996, L.S. 1996</i> Assented to June 25, 1996	H-3.2	<i>The Potash Resources Act, S.S. 1986-87-88</i> Assented to September 21, 1987	P-18.1
<i>The Highway Traffic Amendment Act, 1996, S.S. 1996</i> Assented to April 4, 1996, clause 3(a) not yet proclaimed.	4	<i>The Power Corporation Amendment Act, 2001, S.S. 2001</i> Assented to June 28, 2001, section 15 not yet proclaimed.	30
<i>The Highway Traffic Amendment Act, 1998 (No. 2), S.S. 1998/Loi n° 2 de 1998 modifiant le Code de la route de 1996, L.S. 1998</i> Assented to June 11, 1998	24	<i>The Powers of Attorney Act, 2002, S.S. 2002/ Loi de 2002 sur les procurations, L.S. 2002</i> Assented to May 30, 2002	P-20.3
<i>The Highway Traffic Amendment Act, 2000 (No. 2), S.S. 2000</i> Assented to June 21, 2000, clauses 3(b), 18(b), (c) and (d) not yet proclaimed.	13	<i>The Prescription Drugs Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002	22
<i>The Highway Traffic Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002, section 10 not yet proclaimed.	48		

<i>Title:</i>	<i>Chapter:</i>	<i>Title:</i>	<i>Chapter:</i>
<i>The Public Trustee Amendment Act, 2001, S.S. 2001</i> Assented to June 28, 2001, sections 18, 19, and subsections 22(3) to (6), (8), (9) and (11) to (14) not yet proclaimed.	33	<i>The Tax Enforcement Amendment Act, 2002, S.S. 2002</i> Assented to May 30, 2002	12
<i>The Regional Health Services Act, S.S. 2002</i> Assented to July 10, 2002, subsections 3(4) and (5), sections 34 to 37, 45, 58, 61, subsections 65(1), (3) and (5), clause 77(2)(f), subsection 77(4), section 88, clauses 95(b), 97(2)(b) and 97(3)(b), subsections 99(1), (2), (4), (8), (10) and 100(2), sections 101 to 109, clause 110(a), section 111, subsections 114(1), (2), (3), (5), (6) and (7), sections 115, 116 and 118 to 123 not yet proclaimed.	R-8.2	<i>The Trust and Loan Corporations Act, 1997, S.S. 1997</i> Assented to May 21, 1997, sections 35 to 40, clause 44(a) and section 57 not yet proclaimed.	T-22.2
<i>The Registered Music Teachers Act, 2002, S.S. 2002</i> Assented to July 3, 2002	R-11.1	<i>The Trust and Loan Corporations Amendment Act, 1996, S.S. 1996</i> Assented to June 25, 1996	66
<i>The Registered Nurses Amendment Act, 2001, S.S. 2001</i> Assented to June 28, 2001, sections 1 to 3, and 5 to 16 not yet proclaimed.	37	<i>The Urban Municipality Amendment Act, 1997, S.S. 1997</i> Assented to May 21, 1997, clause 17(b) and section 30 not yet proclaimed.	52
<i>The Registered Plan (Retirement Income) Exemption Act, S.S. 2002/Loi portant insaisissabilité des régimes enregistrés (revenu de retraite), L.S. 2002</i> Assented to May 30, 2002	R-13.01	<i>The Urban Municipality Amendment Act, 1998, S.S. 1998</i> Assented to June 11, 1998, sections 6 to 8, 14 and 25 not yet proclaimed.	42
<i>The Rural Municipality Amendment Act, 1997, S.S. 1997</i> Assented to May 21, 1997, clause 14(b) not yet proclaimed.	48	<i>The Urban Municipality Amendment Act, 2000, S.S. 2000</i> Assented to June 21, 2000, subsection 25(3) not yet proclaimed.	32
<i>The Rural Municipality Amendment Act, 1998, S.S. 1998</i> Assented to June 11, 1998, sections 15 to 17 and 23 not yet proclaimed.	32	<i>The Vehicle Administration Amendment Act, 2002, S.S. 2002</i> Assented to June 20, 2002, sections 8 and 11 not yet proclaimed.	25
<i>The Rural Municipality Amendment Act, 2000, S.S. 2000</i> Assented to June 21, 2000, subsection 21(3) not yet proclaimed.	25	<i>The Vital Statistics Amendment Act, 1998, S.S. 1998/ Loi de 1998 modifiant la Loi sur les services de l'état civil, L.S. 1998</i> Assented to June 11, 1998	44
<i>The Saskatchewan Farm Security Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002	55	<i>The Workers' Compensation Amendment Act, 2002, S.S. 2002</i> Assented to July 10, 2002	59
<i>The Saskatchewan Financial Services Commission Act, S.S. 2002</i> Assented to July 10, 2002	S-17.2	<p><b>*Note:</b> This table is for convenience of reference and is not comprehensive; it is meant to be used in conjunction with the <i>Tables of Saskatchewan Statutes</i> published by the Queen's Printer. Please refer to the Separate Chapters and the Tables for any additional information regarding Proclamation dates and Coming into Force dates for the Statutes listed above.</p>	
<i>The Saskatchewan Financial Services Commission Consequential Amendment Act, 2002, S.S. 2002/Loi de 2002 apportant des modifications corrélatives à la loi intitulée The Saskatchewan Financial Services Commission Act, L.S. 2002</i> Assented to July 10, 2002	56	<hr/> <b>ACTS PROCLAIMED</b> (2002)	
<i>The Saskatchewan Health Research Foundation Act, S.S. 2002</i> Assented to July 10, 2002	S-21.1	<p>The following proclamations have been issued that are effective on or after January 1, 2002:</p>	
<i>The Saskatchewan Natural Resources Transfer Agreement (Treaty Land Entitlement) Amendment Act, 2001, S.S. 2001</i> Assented to June 28, 2001	41	<p><i>The Assessment Appraisers Act, S.S. 1995, cA-28.01.</i> Proclaimed in force November 1, 2002.</p>	
<i>The Securities Amendment Act, 2001, S.S. 2001</i> Assented to June 20, 2001, except that portion of section 11 which repeals section 37 of <i>The Securities Act, 1988</i> not yet proclaimed.	7	<p><i>The Automobile Accident Insurance Amendment Act, 2002, S.S. 2002, c44.</i> Sections 1, 2, 7, 8, 10 and 11, subsection 14(1), sections 15, 23, 25 and 26, clause 27(f), section 28, subsection 30(1), section 34, subsections 35(1) and (2) and section 36 proclaimed in force August 1, 2002.</p>	
		<p><i>The Dietitians Act, S.S. 2001, cD-27.1.</i> Proclaimed in force January 1, 2002.</p>	
		<p><i>The Charitable Fund-raising Businesses Act, S.S. 2002, cC-6.2.</i> Section 27 proclaimed in force July 15, 2002.</p>	
		<p><i>The Commercial Liens Act, S.S. 2001, cC-15.1.</i> Proclaimed in force March 1, 2002/<i>Loi sur les privilèges à base commerciale, L.S. 2001, chC-15.1.</i> Proclamée le 1<sup>er</sup> mars 2002.</p>	

*The Emergency Protection for Victims of Child Sexual Abuse and Exploitation Act, S.S. 2002, cE-8.2.* Proclaimed in force October 1, 2002.

*The Enforcement of Maintenance Orders Amendment Act, 2002, S.S. 2002, c4.* Proclaimed in force July 1, 2002/*Loi de 2002 modifiant la Loi de 1997 sur l'exécution des ordonnances alimentaires, L.S. 2002, ch4.* Proclamée le 1<sup>er</sup> juillet 2002.

*The Environmental Management and Protection Act, 2002, S.S. 2002, cE-10.21.* Proclaimed in force October 1, 2002.

*The Ethanol Fuel Act, S.S. 2002, cE-11.1.* Proclaimed in force July 15, 2002.

*The Farm Financial Stability Amendment Act, 2002, S.S. 2002, c6.* Proclaimed in force August 30, 2002.

*The Farm Financial Stability Amendment Act, 2002 (No. 2), S.S. 2002, c19.* Proclaimed in force August 30, 2002.

*The Film Employment Tax Credit Amendment Act, 2000, S.S. 2000, c45.* Proclaimed in force July 15, 2002.

*The Freehold Oil and Gas Production Tax Amendment Act, 2001, S.S. 2001, c15.* Proclaimed in force November 15, 2002.

*The Health Quality Council Act, S.S. 2002, c H-0.04.* Proclaimed in force November 22, 2002.

*The Highways and Transportation Act, 1997, S.S. 1997, cH-3.01.* Subsection 37(13) proclaimed in force February 15, 2002.

*The Highway Traffic Amendment Act, 2000 (No. 2), S.S. 2000, c13.* Clause 18(a) proclaimed in force April 1, 2002.

*The Highway Traffic Amendment Act, 2001, S.S. 2001, c49.* Proclaimed in force April 1, 2002, except that portion of section 5 that enacts subsection 90.71(4).

*The Highway Traffic Amendment Act, 2002, S.S. 2002, c48.* Sections 1, 2, 11 and 12 proclaimed in force August 1, 2002. Sections 4, 5, 7, 8 and 9 proclaimed in force September 1, 2002. Sections 3 and 17 proclaimed in force October 1, 2002. Sections 14 and 15 proclaimed in force November 1, 2002. Section 6 proclaimed in force December 1, 2002.

*The Historic Properties Foundations Act, S.S. 2001, cH-3.3.* Proclaimed in force January 21, 2002.

*The Medical Profession Amendment Act, 2002, S.S. 2002, c21.* Clauses 4(c), (e), (g), (h), (i) and (k), sections 6, 10 to 16 and 19, subclause 20(5)(a)(i), subsections 20(7) and (8), clauses 21(b) and (c), sections 22 to 25, subsection 26(2), sections 27 to 31, clause 33(b) and sections 34, 39, 43 and 44 proclaimed in force August 1, 2002.

*The Members' Conflict of Interest Amendment Act, 2002 (No. 2), S.S. 2002, c52.* Proclaimed in force October 25, 2002.

*The Métis Act, S.S. 2001, cM-14.01.* Proclaimed in force January 28, 2002.

*The Miscellaneous Statutes Repeal (Regulatory Reform) Act, 1997, S.S. 1997, c12.* Sections 2 and 7 proclaimed in force August 2, 2002.

*The Public Trustee Amendment Act, 2001, S.S. 2001, c33.* Sections 1 to 17, 20 and 21, subsections 22(1), (2), (7) and (10), and section 23 proclaimed in force May 17, 2002.

*The Public Trustee Consequential Amendment Act, 2001, S.S. 2001, c34.* Proclaimed in force May 17, 2002/*Loi de 2001 apportant les modifications corrélatives à la loi intitulée The Public Trustee Amendment Act, 2001, L.S. 2001, ch34.* Proclamée le 17 mai 2002.

*The Psychologists Act, 1997, S.S. 1997, cP-36.01.* Sections 1 to 53, subsections 54(4), (5), (9) and (10), and section 55 proclaimed in force March 1, 2002.

*The Real Estate Amendment Act, 2002, S.S. 2002, c53.* Proclaimed in force September 1, 2002.

*The Regional Health Services Act, S.S. 2002, cR-8.2.* Sections 1 and 2, subsections 3(1), (2) and (3), sections 4 to 33, 38 to 44, 46 to 57, 59, 60 and 62 to 64, subsections 65(2), (4), (6), (7), (8) and (9), sections 66 to 76, subsection 77(1), clauses 77(2)(a), (b), (c), (d) and (e), subsections 77(3), (5) and (6), sections 78 to 87 and 89 to 94, clause 95(a), section 96, subsection 97(1), clauses 97(2)(a) and (c) and 97(3)(a) and (c), section 98, subsections 99(3), (5), (6), (7), (9), (11), (12) and (13) and 100(1), (3) and (4), clause 110(b), sections 112 and 113, subsection 114(4) and sections 117 and 124 proclaimed in force August 1, 2002.

*The Saskatchewan Water Corporation Act, S.S. 2002, cS-35.01.* Proclaimed in force October 1, 2002.

*The Saskatchewan Watershed Authority Act, S.S. 2002, cS-35.02.* Proclaimed in force October 1, 2002.

*The Tobacco Control Act, S.S. 2001, cT-14.1.* Proclaimed in force March 11, 2002.

*The Vehicle Administration Amendment Act, 2002, S.S. 2002, c25.* Sections 1 to 3, 6, 7 and 10 proclaimed in force September 1, 2002. Sections 4, 5 and 9 proclaimed in force November 1, 2002.

**\*Note:** A proclamation appearing in this list for the first time is indicated in bold print.

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## MINISTERS' ORDERS

### *The Education Act, 1995* [sections 47 and 48]

#### ALTERATION OF BOUNDARIES OF A DIVISION SCOLAIRE FRANCOPHONE

**No. 069/2002-03.** Pursuant to the provisions of sections 47 and 48 of *The Education Act, 1995*, I hereby:

(a) order that the boundaries of the francophone education area No. 2 (Region scolaire francophone de La Vieille) of the division scolaire francophone be altered, effective the date of this Order, by removing the lands comprising the Ferland attendance area; and

(b) confirm that following this change, the boundaries of the said francophone education area are those set out in Minister's Order 083/98, dated November 10, 1998.

Dated at Regina, Saskatchewan, this 2nd day of December, 2002.

Craig Dotson,  
Deputy Minister of Learning.

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## *The Oil and Gas Conservation Act*

### BIG GULLY NORTH LLOYDMINSTER SAND POOL BIG GULLY NORTH SPARKY SAND POOL BIG GULLY NORTH MCLAREN SAND POOL

MRO 876/02 PB 68. Pursuant to section 17 of *The Oil and Gas Conservation Act*, MRO 92/88 PB 18, dated May 5, 1988, is rescinded and the following area is designated and identified as an oil and gas pool named the "Big Gully North Lloydminster Sand Pool", "Big Gully North Sparky Sand Pool" and the "Big Gully North McLaren Sand Pool", effective December 1, 2002:

Lands West of the Third Meridian:

In Township 50, Range 26: Sections 23 to 26; the east half of Sections 27 and 34; Sections 35 and 36.

Dated at Regina, Saskatchewan, December 11, 2002.

MRO 877/02 PO 55. Pursuant to section 17 of *The Oil and Gas Conservation Act*, MRO 93/88 PO 19, dated May 5, 1988, is rescinded and the following provisions shall apply to the drilling of, and production of oil and gas from, vertical oil wells in the Big Gully North Lloydminster Sand Pool, Big Gully North Sparky Sand Pool and the Big Gully North McLaren Sand Pool, effective December 1, 2002.

1 The drainage unit shall be one legal subdivision.

2 The target area shall be a square with 200 m sides located in the south-east corner of the drainage unit.

3 If a well is not completed within the target area, the minister may reduce the area used as a factor in determining the MARP.

4 Samples of drill cuttings from formations below the top of the Devonian System shall be taken and delivered to the Department.

Dated at Regina, Saskatchewan, December 11, 2002.

## BATTLE CREEK WEST MADISON POOL

MRO 878/02 PB 69. Pursuant to section 17 of *The Oil and Gas Conservation Act*, the following area is designated and identified as an oil and gas pool named the "Battle Creek West Madison Pool", effective December 1, 2002:

Lands West of the Third Meridian:

In Township 3, Range 26: Sections 30 and 31;

In Township 3, Range 27: Sections 25 and 26;

Dated at Regina, Saskatchewan, December 5, 2002.

MRO 879 /02 PO 56. Pursuant to section 17 of *The Oil and Gas Conservation Act*, the following provisions shall apply to the drilling of, and production of oil and gas from, vertical oil wells in the Battle Creek West Madison Pool, effective December 1, 2002:

1 The drainage unit shall be comprised of one legal subdivision.

2 Within a drainage unit, the sides of the target area shall be 100 m from and parallel to the corresponding sides of the drainage unit.

3 If a well is not completed within the target area, the minister may reduce the area used as a factor in determining the MARP.

4(a) For the first well drilled in each Section, the operator shall submit samples of the interval from the top of the Second White Specks to total depth.

(b) For all subsequent wells drilled in each Section, the operator shall submit samples of the interval from the top of the Paleozoic System to total depth, if such wells are intended to be drilled below the top of the Bakken Formation.

5 As a minimum requirement, the operator shall run logs to determine the resistivity, spontaneous potential, porosity and gamma ray spectra from total depth to surface casing shoe for each well drilled.

Dated at Regina, Saskatchewan, December 5, 2002.

## ABBEY MILK RIVER GAS POOL — OFF-TARGET WELL

MRO 886/02 A 286. Profico Energy Management Ltd. has applied to drill an off-target well due to topographical reasons. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to drill an off-target well to produce from the Milk River formation located at 7-29-21-18 W3M and subject to the following:

1 The net productive area used in calculating the daily allowable shall be determined in accordance with subsection 30(1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, November 29, 2002.

## OTHER AREAS — GOOD PRODUCTION PRACTICE

MRO 887/02. Pursuant to section 17 of *The Oil and Gas Conservation Act*, approval is granted to Bighorn Resources Ltd. to produce the wells A2-20-13-19 W3M and A8-20-13-19 W3M from the Roseray Sand, according to good production practice.

Dated at Regina, Saskatchewan, December 5, 2002.

## OTHER AREAS — OFF-TARGET WELLS

MRO 888/02 A 287. Pursuant to Section 27 of *The Oil and Gas Conservation Act*, approval is granted to Hart Land & Exploration Inc. to drill an off-target gas well in legal subdivision 13-13-40-24 W3M, subject to the following:

1 The net productive area used in calculating the daily allowable shall be determined in accordance with subsection 30(1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, December 2, 2002.

MRO 889/02 A 288. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to Profico Energy Management Ltd. to drill an off-target Viking gas well located at 6-19-28-18 W3M, subject to the following:

1 The daily allowable shall be calculated without penalty.

Dated at Regina, Saskatchewan, December 4, 2002.

MRO 890/02 A 289. Sphere Energy Corp. has applied to drill an off-target gas well to replace the existing abandoned well. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to drill an off-target gas well in legal subdivision 14 of Section 18-39-25 W3M for production from the Colony Sand, subject to the following:

1 The net productive area used in calculating the daily allowable shall be determined in accordance with subsection 30(1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, December 3, 2002.

MRO 891/02 A 290. Sphere Energy Corp. has applied to drill an off-target gas well to replace the existing abandoned well. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to drill an off-target gas well in legal subdivision 11 of Section 7-39-25 W3M for production from the McLaren Sand, subject to the following:

1 The net productive area used in calculating the daily allowable shall be determined in accordance with subsection 30(1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, December 3, 2002.

MRO 892/02 A 291. Hart Land & Exploration Inc. has applied to drill an off-target well to replace the existing abandoned well. Pursuant to sections 17 and 27 of *The Oil and Gas Conservation Act*, approval is granted to drill an off-target oil well to produce from the Sparky located at C7A-25-43-28 W3M, subject to the following:

1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 3, 2002.

## TANGLEFLAGS SPARKY SAND POOL — OFF-TARGET WELL

MRO 893/02 A 292. Pursuant to sections 17 and 27 of *The Oil and Gas Conservation Act*, approval is granted to Husky Oil Operations Ltd. to drill one off-target oil well located at A4-13-50-25 W3M, subject to the following:

1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 5, 2002.

## ABERFELDY SPARKY SAND POOL — OFF-TARGET WELLS

MRO 894/02 A 293. Pursuant to sections 17 and 27 of *The Oil and Gas Conservation Act*, approval is granted to Nevarro Energy Ltd. to drill two off-target oil wells located at A7-15 and A10-15-49-27 W3M, subject to the following:

1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 5, 2002.

HILLMOND SPARKY SAND POOL —  
CONCURRENT PRODUCTION

MRO 895/02. Pursuant to section 17 of *The Oil and Gas Conservation Act*, approval is granted to Remington Resources Ltd. to produce oil and gas concurrently from the (11) 5-30-51-25 W3M Sparky Sand oil well, subject to the following:

1 All gas produced from the above well must be gathered and utilized or sold pursuant to section 71 of *The Oil and Gas Conservation Regulations, 1985*.

2 The oil well shall not produce gas in excess of a gas-oil ratio of 3 500 m<sup>3</sup> of gas to each cubic metre of oil.

Dated at Regina, Saskatchewan, December 5, 2002.

FREESTONE AREA-RED RIVER FORMATION —  
HORIZONTAL WELL PROJECT

MRO 896/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Zinke & Trumbo Canada Corp. to drill and complete one horizontal well in the Red River Formation, underlying the west half of Section 18-9-6 W2M, in accordance with plans filed with Saskatchewan Industry and Resources as Document No. H.W. 1000 and subject to the following:

- 1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 9, 2002.

WEYBURN MIDALE BEDS POOL —  
HORIZONTAL WELL PROJECT EXPANSION

MRO 897/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to ARC Resources Ltd. to drill and complete one horizontal well in the Midale Beds underlying the south-east quarter of Section 8-6-14 W2M, in accordance with plans filed with Saskatchewan Industry and Resources as Document No. H.W. 407 and subject to the following:

- 1 A maximum allowable rate of production shall be assigned.

Dated at Regina, Saskatchewan, December 9, 2002.

OTHER AREAS — OFF-TARGET WELL

MRO 898/02 A 294. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to Profico Energy Management Ltd. to drill an off-target Second White Specks zone gas well located at 3-28-56-26 W3M, subject to the following:

1 The net productive area used in calculating the daily allowable shall be determined in accordance with subsection 30(1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, December 9, 2002.

KISBEY FROBISHER-ALIDA BEDS POOL —  
HORIZONTAL WELL PROJECT EXPANSION

MRO 899/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Northrock Resources Ltd. to drill and complete one horizontal well in the Frobisher-Alida Beds underlying the south-west quarter of Section 24-8-6 W2M, in accordance with plans filed with Saskatchewan Industry and Resources as Document No. H.W. 839 and subject to the following:

- 1 A maximum allowable rate of production shall be assigned.

Dated at Regina, Saskatchewan, December 6, 2002.

ANTELOPE AREA-CANTUAR FORMATION —  
HORIZONTAL WELL PROJECT EXPANSION

MRO 900/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Talisman Energy Inc. to drill and complete one horizontal well in the Cantuar Formation underlying the north half of Section 24-13-18 W3M, in accordance with plans filed with Saskatchewan Industry and Resources as Document No. H.W. 916 and subject to the following:

- 1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 9, 2002.

OTHER AREAS — OFF-TARGET WELLS

MRO 901/02 A 295. Pursuant to section 27 of *The Oil and Gas Conservation Act* and subsection 30(3) of *The Oil and Gas Conservation Regulations, 1985*, approval is granted to Roseland Resources Ltd. to drill one off-target oil well located at 4-23-14-19 W3M, subject to the following:

1 The maximum allowable rate of production shall be calculated without penalty.

Dated at Regina, Saskatchewan, December 9, 2002.

MRO 902/02 A 296. Pursuant to sections 17 and 27 of *The Oil and Gas Conservation Act*, approval is granted to Hawk Oil Inc. to drill one off-target oil well located at B15-11-46-27 W3M, subject to the following:

- 1 Good production practice is approved.

Dated at Regina, Saskatchewan, December 9, 2002.

OTHER AREAS — PRESSURE MAINTENANCE

MRO 903/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Duce Oil Ltd. to dispose of salt water recovered from oilfield production, by injection into the Wapella Sand through the well Duce Wapella RE 4-12-16-1, in accordance with plans filed with the Department as Document No. P.M. 1433 and subject to the following:

1 Installations shall be subject to the approval of a field representative of the Department prior to the commencement of salt water injection and subsequent to any modifications to such installations.

2 The wellhead injection pressure shall be limited to a maximum of 6 900 kilopascals (kPa).

3 All injection volumes shall be metered with a Department approved method.

4 Injection shall be terminated within 10 days of the well 41/13-1-16-1 W2M being shut-in.

5 Injection volumes shall not exceed total fluid production from the well 41/13-1-16-1 W2M.

This approval does not authorize the applicant to dispose of salt water without the consent of all the mineral owners, other than the Crown, that might reasonably be adversely affected by such disposal.

Dated at Regina, Saskatchewan, December 11, 2002.

OTHER AREAS — SALT WATER DISPOSAL

MRO 906/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Nexen Canada Ltd. to dispose of salt water recovered from oilfield production, by injection into the Dina Sand through the wells Saskoil Edam West A3-24-48-21 and Saskoil Edam West A8-24-48-21, in accordance with plans filed with the Department as Document No. S.W.D. 900 and subject to the following:

1 Installations shall be subject to the approval of a field representative of the Department prior to the commencement of salt water injection and subsequent to any modifications to such installations.

2 The wellhead injection pressure shall be limited to a maximum of 5 500 kPa.

3 All injection volumes shall be metered with a Department approved method.

4 An application to plugback shall be submitted and approved through the Department field office prior to re-completing the above wells for salt water disposal.

This approval does not authorize the applicant to dispose of salt water without the consent of all the mineral owners, other than the Crown, that might reasonably be adversely affected by such disposal.

Dated at Regina, Saskatchewan, December 9, 2002.

RUSH LAKE WASECA SAND POOL —  
CONCURRENT PRODUCTION

MRO 907/02. Pursuant to section 17 of *The Oil and Gas Conservation Act*, approval is granted to Husky Energy Inc. to produce oil and gas concurrently from the Waseca Sand in the (11) 14-5-48-21 W3M oil well, subject to the following:

1 All gas produced from the above well must be gathered and utilized or sold pursuant to section 71 of *The Oil and Gas Conservation Regulations, 1985*.

2 The oil well shall be produced according to "good production practice", as defined in clause 2(r.1) of *The Oil and Gas Conservation Regulations, 1985*.

Dated at Regina, Saskatchewan, December 11, 2002.

MIDALE CENTRAL MIDALE BEDS POOL —  
WATERFLOOD MODIFICATION

MRO 908/02. Pursuant to section 17.1 of *The Oil and Gas Conservation Act*, approval is granted to Apache Canada Ltd. to modify the waterflood project in the Midale Unit by drilling two horizontal oil wells and two horizontal injection wells in Sections 25, 26, 35 and 36-6-11 W2M, in accordance with plans filed with Saskatchewan Industry and Resources as Document No. P.M. 112 and subject to the following:

- 1 Good production practice is approved.
  - 2 Annual progress reports shall be submitted to the Engineering Services Branch of Saskatchewan Industry and Resources.
- Dated at Regina, Saskatchewan, December 10, 2002.

OTHER AREAS — OFF-TARGET WELL

MRO 914/02 A 298. Pursuant to section 27 of *The Oil and Gas Conservation Act*, approval is granted to Tusk Energy Inc. to drill one off-target oil well located at 13-27-9-9 W2M, subject to the following:

- 1 The maximum allowable rate of production shall be calculated without penalty.
- Dated at Regina, Saskatchewan, December 12, 2002.

Bruce W. Wilson, Executive Director,  
Petroleum and Natural Gas,  
Saskatchewan Industry and Resources.

***The Regional Parks Act, 1979***  
[section 6]

ALTERATION OF BOUNDARIES OF  
CANWOOD REGIONAL PARK

I, Buckley Belanger, Minister of Saskatchewan Environment, do hereby order, pursuant to the power vested in me by subsection 6(7) of *The Regional Parks Act, 1979*, that the boundaries of the Canwood Regional Park be altered by removing the following lands, effective the date of this Order:

All that portion of the South East Quarter of Section 32, Township 50, Range 4, West of the Third Meridian, Saskatchewan, described as: lying South Easterly of the South Eastern limit of Road Plan 83PA09779.

As a result of this deletion, the following confirms that the boundaries of the Canwood Regional Park are as follows, effective the date of this Order:

North East Quarter of Section 32, in Township 50, in Range 4, West of the Third Meridian, containing 150 acres, more or less, according to Dominion Government Survey thereof, as shown on a Township Plan dated at Ottawa on the 21<sup>st</sup> day of June A.D. 1909. Excepting: 2.66 acres, more or less, taken for roadway, as shown on a Plan of Record in the Land Titles Office for the Prince Albert Land Registration District as No. 60PA06963.

Subject to the mineral exceptions, reservation, and conditions contained in an instrument registered as No. B.I. 127.

Dated this 2nd day of December, 2002, at the City of REGINA, in the Province of Saskatchewan.

Honourable Buckley Belanger,  
Minister of Saskatchewan Environment.

***The Urban Municipality Act, 1984***  
[sections 13, 14 and 24]

ALTERATION OF BOUNDARIES BETWEEN THE TOWN OF  
LUMSDEN AND THE RURAL MUNICIPALITY OF  
LUMSDEN NO. 189

1 Under sections 13, 14 and 24 of *The Urban Municipality Act, 1984*, the Council of the Town of Lumsden has submitted an application to alter its boundaries to the Minister of Government Relations in the form prescribed by the Minister together with:

- (a) a map showing the proposed alteration of boundaries which involves withdrawing territory from the Rural Municipality of Lumsden No. 189 for the purpose of providing future urban development within the boundaries of the Town;
- (b) a certified copy of a resolution of the Council of the Town of Lumsden requesting the proposed alteration; and
- (c) a certified copy of a complementary resolution of the Council of the Rural Municipality of Lumsden No. 189 affected by the proposed alteration.

2 Therefore, as it is desirable to alter the boundaries of the Town of Lumsden and the Rural Municipality of Lumsden No. 189, the undersigned hereby orders, pursuant to sections 13, 14 and 24 of *The Urban Municipality Act, 1984* that:

- (a) the boundaries of the Rural Municipality of Lumsden No. 189 and the Town of Lumsden be altered by withdrawing from the Rural Municipality and adding to the Town the territory described in the attached Schedule A;
- (b) the attached Schedule B is conclusively deemed to be the legal description of the boundaries of the Town of Lumsden; and
- (c) the alteration shall take effect on and from the date of this Order.

Dated at the City of Regina, in the Province of Saskatchewan, this 4th day of December, 2002.

W. Brent Cotter, Q.C.,  
Deputy Minister for and on Behalf of the  
Minister of Government Relations.

SCHEDULE A

The boundaries of the Town of Lumsden are altered by withdrawing from the Rural Municipality of Lumsden No. 189 and adding to the Town of Lumsden territory lying within:

Township 19, Range 21, West of the 2nd Meridian described as:

- (1) All that portion of the northeast quarter of Section 32 described as commencing at the southwest corner of the quarter section; thence northerly along the western boundary of the quarter section at a bearing of N 0°01'30"W as shown on Plan 60R20101, a distance of 118.987 metres; thence easterly at a bearing of N 78°39'40"E, 196.085 metres; thence easterly at a bearing of N 88°10'45"E, 87.225 metres; thence southerly at a bearing of S 19°05'50"E, 26.277 metres; thence easterly at a bearing of S 84°01'45"E, 94.594 metres; thence northerly at a bearing of N 3°42'55"W, 27.911 metres; thence northerly at a bearing of N 7°08'25"W to the North boundary of Parcel C on Plan 60R20101; thence southeasterly along and at the production southeasterly of the northeastern limit of Parcel C to the intersection with the northern limit of Eighth Avenue; thence westerly along the northern limit to the intersection with the western limit of Pleasant Street, both on Plan AU4701; thence southerly along the western limit to the intersection with the southern boundary of the quarter section; thence westerly along the southern boundary of the quarter section, to the point of commencement.

Excepting all that portion lying East of a line being the production northerly of the West limit of Pleasant Street as shown on Plan AU4701.

(2) All that portion of the southwest quarter of Section 28 described as follows:

Firstly: Plan 98R25424(1);

Secondly: Plan 86R17074;

Thirdly: All that portion of the Original Road Allowance lying westerly from and adjacent to the said quarter section shown on Plan 98R25424(1) and Plan 86R17074;

Fourthly: All that portion of the said quarter section lying to the North of the production easterly of the southerly limit of Plan 86R09125 and to the West of a line joining the southwest corner of Plan 75R43504 and a point 84.05 metres westerly along the production westerly of the southerly limit of Plan 86R09125 from the southeast corner of said Plan 86R09125;

Fifthly: All that portion of the original Road Allowance lying westerly from and adjacent to the said southwest quarter of Section 28 lying to the North of a line drawn perpendicular to the westerly boundary of the said quarter section through a point 250 metres southerly thereon from the northwest corner thereof.

#### SCHEDULE B

The boundaries of the Town of Lumsden shall comprise the territory in the Province of Saskatchewan lying within:

Township 19, Range 21, West of the Second Meridian described as:

(1) The following portions of Section 28:

(a) the northwest quarter; and

(b) that portion of the southwest quarter described as:

Firstly: Plan 98R25424(1);

Secondly: Plan 86R17074;

Thirdly: All that portion of the original road allowance lying westerly from and adjacent to the said quarter section shown on Plan 98R25424(1) and Plan 86R17074;

Fourthly: All that portion of the said quarter section lying to the North of the production easterly of the southerly limit of Plan 86R09125 and to the West of a line joining the southwest corner of Plan 75R43504 and a point 84.05 metres westerly along the production westerly of the southerly limit of Plan 86R09125 from the southeast corner of said Plan 86R09125;

Fifthly: All that portion of the original road allowance lying westerly from and adjacent to the said southwest quarter of section 28 lying to the North of a line drawn perpendicular to the westerly boundary of the said quarter section through a point 250 metres southerly thereon from the northwest corner thereof.

(2) The following portions of Section 29:

(a) the northeast quarter; and

(b) that portion of the southeast quarter described as commencing at the northwest corner of said quarter; thence East along the North boundary to the northeast corner; thence South along the East boundary 250 metres; thence West perpendicular to the East boundary 350 metres; thence South 60° West, 300 metres; thence West to intersect the West boundary; thence North along the West boundary to the point of commencement.

(3) The following portions of Section 32:

(a) the southeast quarter; and

(b) that portion of the northeast quarter consisting of:

(i) Parcel A shown on Plan GE93;

(ii) that part lying South of the southwestern boundary of Parcel A on Plan GE93 and lying East of the western boundary of Pleasant Street shown on Plan AU4701 and its production northerly to the southwestern boundary of said Parcel A; and

(iii) lands commencing at the southwest corner of the quarter section; thence northerly along the western boundary of the quarter section at a bearing of N 0°01'30"W as shown on Plan 60R20101, a distance of 118.987 metres; thence easterly at a bearing of N 78°39'40"E, 196.085 metres; thence easterly at a bearing of N 88°10'45"E, 87.225 metres; thence southerly at a bearing of S 19°05'50"E, 26.277 metres; thence easterly at a bearing of S 84°01'45"E, 94.594 metres; thence northerly at a bearing of N 3°42'55"W, 27.911 metres; thence northerly at a bearing of N 7°08'25"W to the North boundary of Parcel C on Plan 60R20101; thence southeasterly along and at the production southeasterly of the north eastern limit of Parcel C to the northerly production of the western limit of Pleasant Street; thence southerly along the northerly production of the western limit and the western limit of Pleasant Street to the southern boundary of the quarter section; thence westerly along the southern boundary of the quarter section to the point of commencement.

(4) The West half of Section 33.

Unless otherwise specified, the portions of sections described in the above schedules include the adjoining South and West road allowances, intersections thereof and widenings thereto by plan of survey.

The said plans of survey are of record with Information Services Corporation of Saskatchewan at Regina, Saskatchewan.

## CORPORATIONS BRANCH NOTICES

### *The Co-operatives Act, 1996*

STRUCK OFF THE REGISTER PURSUANT TO SECTION 280  
(2002)

Name:	Date:	Juris.:
Wechitotaan Housing Co-operative Ltd.	Nov. 15	SK

Monte Curle,  
Deputy Registrar of Co-operatives.

### *The Business Corporations Act*

#### CERTIFICATES OF INCORPORATION

Name: 101038602 Saskatchewan Ltd.  
Date of Incorporation: Nov. 21, 2002  
Mailing Address: 141 Columbia Dr., Saskatoon  
Main Type of Business: holding company

Name: 101038614 Saskatchewan Ltd.  
Date of Incorporation: Nov. 18, 2002  
Mailing Address: Box 100, Swift Current  
Main Type of Business: holding company

Name: *101038615 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 18, 2002  
 Mailing Address: 301, 224-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038629 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: holding company

Name: *101038644 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: 800, 230-22nd St. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038645 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: 405, 230-22nd St. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038660 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: holding company

Name: *101038665 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: 700, 2103-11th Ave., Regina  
 Main Type of Business: holding company

Name: *101038667 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: 700, 2103-11th Ave., Regina  
 Main Type of Business: holding company

Name: *101038672 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: 800, 230-22nd St. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038674 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: 800, 230-22nd St. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038675 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: 800, 230-22nd St. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038688 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 108 Main St. N, Moose Jaw  
 Main Type of Business: monetary products, sell life insurance,  
 disability and group insurance

Name: *101038689 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Box 2200, Melfort  
 Main Type of Business: holding company

Name: *101038690 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 878, Humboldt  
 Main Type of Business: holding company

Name: *101038707 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Box 1120, Rosetown  
 Main Type of Business: holding company

Name: *101038714 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: Box 69, Melfort  
 Main Type of Business: holding company

Name: *101038769 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 1730-2002 Victoria Ave., Regina  
 Main Type of Business: holding company

Name: *101038770 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038771 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038798 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 300-533 Victoria Ave., Regina  
 Main Type of Business: land development

Name: *101038799 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 920-606 Spadina Cres. E, Saskatoon  
 Main Type of Business: holding company

Name: *101038801 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 28, 2002  
 Mailing Address: 180-1870 Albert St., Regina  
 Main Type of Business: holding company

Name: *101038803 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: holding company

Name: *101038804 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Box 1120, Rosetown  
 Main Type of Business: holding company

Name: *101038805 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Box 1120, Rosetown  
 Main Type of Business: holding company

Name: *101038806 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Drawer 1120, Wynyard  
 Main Type of Business: holding company

Name: *101038807 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: Drawer 1120, Wynyard  
 Main Type of Business: holding company

Name: *101038809 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038811 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038812 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038813 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038814 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038815 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038816 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038817 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038818 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, 36-4th Ave. N, Yorkton  
 Main Type of Business: holding company

Name: *101038819 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 1901, Saskatoon  
 Main Type of Business: holding company

Name: *101038822 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 1901, Saskatoon  
 Main Type of Business: holding company

Name: *101038824 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 1901, Saskatoon  
 Main Type of Business: holding company

Name: *101038836 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038837 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038840 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038844 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038847 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038849 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 500, 128-4th Ave. S, Saskatoon  
 Main Type of Business: holding company

Name: *101038851 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Box 1037, Regina  
 Main Type of Business: holding company

Name: *101038853 Saskatchewan Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Box 1037, Regina  
 Main Type of Business: holding company

Name: *ACV Imperial Computer Inc.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 71B Fines Dr., Regina  
 Main Type of Business: resell, repair and service audio/video computer parts and units

Name: *B.P. Banister Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 2941-A Miners Ave., Saskatoon  
 Main Type of Business: manufacture wood products (stairs, railings, etc.)

Name: *Baltimore Properties Limited*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: 2612 Koysl Ave., Saskatoon  
 Main Type of Business: real estate holding

Name: *BLH Holdings Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 207-27th St. W, Saskatoon  
 Main Type of Business: restaurant

Name: *Business Organizations 1 – 361.3 Holdings Ltd.*  
 Date of Incorporation: Nov. 18, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: holding company

Name: *Canadian Medication Solutions Inc.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 1417 Park St., Regina  
 Main Type of Business: health services sourcer

Name: *Cornerstone Tile Ltd.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: 115 Peters Cove, Saskatoon  
 Main Type of Business: supply and install ceramic, granite and marble tiles

Name: *Devonport Properties Limited*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: 2612 Koysl Ave., Saskatoon  
 Main Type of Business: real estate holding

Name: *Diger's Service (2002) Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: Box 1037, Regina  
 Main Type of Business: service station and convenience store

Name: *Dr. Mark Halyk Medical Prof. Corp.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 110-11th St. E, Prince Albert  
 Main Type of Business: medical practice

Name: *Dr. Neil Cowie Anaesthesia Prof. Corp.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 1500, 410-22nd St. E, Saskatoon  
 Main Type of Business: medical practice (anaesthesia)

Name: *E.U. Investment Corp.*  
 Date of Incorporation: Nov. 12, 2002  
 Mailing Address: 210-335 Packham Ave., Saskatoon  
 Main Type of Business: investment consulting and administration

Name: *Eagle Eavestroughing Ltd.*  
 Date of Incorporation: Nov. 18, 2002  
 Mailing Address: 300-203 Packman Ave., Saskatoon  
 Main Type of Business: eavestroughing

Name: *Eclipse Communications Inc.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 403-9th Ave., Estevan  
 Main Type of Business: communication technology, wireless computing, sell and repair computers and wireless technology

Name: *Gary A. Zabos Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *Gaz Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *Gilbert Properties Limited*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: 2612 Koysl Ave., Saskatoon  
 Main Type of Business: real estate holding

Name: *GRS Business Consultants Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 907 Laycoe Cres., Saskatoon  
 Main Type of Business: business consultants

Name: *H. Weichel Farms Inc.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 8, Weyburn  
 Main Type of Business: farming

Name: *H.S.B. Farms Ltd.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: Box 1600, Melfort  
 Main Type of Business: mixed farming

Name: *Hislop Land & Cattle Company Ltd.*  
 Date of Incorporation: Nov. 20, 2002  
 Mailing Address: 1215-5th St., Estevan  
 Main Type of Business: land and cattle farming

Name: *Ian A. Sutherland Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *IAS Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *J.I.N.K. Transport Incorporated*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: Hwy. No. 1 E, 203 Heartland Livestock Bldg., Regina  
 Main Type of Business: transport goods

Name: *K.A.P. Manufacturing Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 472, Churchbridge  
 Main Type of Business: manufacturing, steel and wood fabrication

Name: *Kirke Properties Limited*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: 2612 Koysl Ave., Saskatoon  
 Main Type of Business: real estate holding

Name: *Kluz Insurance & Financial Services Ltd.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: Box 579, Wynyard  
 Main Type of Business: sell insurance and provide financial services

Name: *Lantern Ranch Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: 700, 2103-11th Ave., Regina  
 Main Type of Business: farming

Name: *Legend Transport Ltd.*  
 Date of Incorporation: Nov. 19, 2002  
 Mailing Address: Box 37, Findlater  
 Main Type of Business: long distance trucking

Name: *MWK Holdings Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 700-1914 Hamilton St., Regina  
 Main Type of Business: holding company

Name: *NCO Building Inc.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 325, 2550-15th Ave., Regina  
 Main Type of Business: building management

Name: *NWC Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *O.F.E. Holdings Ltd.*  
 Date of Incorporation: Nov. 18, 2002  
 Mailing Address: 215 Cowley Rd., Saskatoon  
 Main Type of Business: property investment

Name: *Pinnacle Flushby Services Limited*  
 Date of Incorporation: Nov. 28, 2002  
 Mailing Address: Box 20, 5009-47th St., Lloydminster  
 Main Type of Business: flushby services

Name: *Resource Management International Inc.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 1216-12th Ave. E, Regina  
 Main Type of Business: environmental resources project and program management

Name: *Rex M. Beaton Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *RMB Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

Name: *Robert's Wood Supplies & Services Inc.*  
 Date of Incorporation: Nov. 25, 2002  
 Mailing Address: 320-728 Spadina Cres. E, Saskatoon  
 Main Type of Business: contract timber scaling

Name: *Rusnak Bros. Enterprises Ltd.*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: Box 2620, Melville  
 Main Type of Business: farming

Name: *Sahara Spa & Fitness Inc.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: 700, 2010-11th Ave., Regina  
 Main Type of Business: spa and fitness facility

Name: *Shabach'el Farm Inc.*  
 Date of Incorporation: Nov. 18, 2002  
 Mailing Address: Box 133, Jansen  
 Main Type of Business: farming

Name: *Shy Cattle Company Ltd.*  
 Date of Incorporation: Nov. 21, 2002  
 Mailing Address: Drawer 188, Yorkton  
 Main Type of Business: cattle farming and ranching

Name: *Wan Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: law office

Name: *Wapati Holdings Ltd.*  
 Date of Incorporation: Nov. 27, 2002  
 Mailing Address: 1414 Wascana Highlands, Regina  
 Main Type of Business: investment holding

Name: *Whitbourne Properties Limited*  
 Date of Incorporation: Nov. 29, 2002  
 Mailing Address: 2612 Koyle Ave., Saskatoon  
 Main Type of Business: real estate holding

Name: *William A. Nickel Legal Services P.C. Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: Box 638, Saskatoon  
 Main Type of Business: legal services

#### CERTIFICATES OF REGISTRATION

Name: *Associate Carriers Program Inc.*  
 Date of Registration: Nov. 18, 2002  
 Incorporating Jurisdiction: Delaware USA  
 Head or Registered Office: 201-93 Skyway, Toronto ON  
 Main Type of Business: corporation organizational activities

Name: *Commercial Bearing Service (1966) Ltd.*  
 Date of Registration: Nov. 8, 2002  
 Incorporating Jurisdiction: Alberta  
 Head or Registered Office: 600-12220 Stony Plain Rd.,  
 Edmonton AB  
 Main Type of Business: distribute and market bearings and power transmission parts

Name: *Great Canadian Van Lines Ltd.*  
 Date of Registration: Nov. 18, 2002  
 Incorporating Jurisdiction: British Columbia  
 Head or Registered Office: 203-669 Ridley Pl., Delta BC  
 Main Type of Business: moving and storage

Name: *McKee Employee Benefits Administration Ltd.*  
 Date of Registration: Nov. 27, 2002  
 Incorporating Jurisdiction: Canada  
 Head or Registered Office: 250-8500 Leslie St., Thorn Hill ON  
 Main Type of Business: employee insurance benefits

Name: *Milo Productions Inc.*  
 Date of Registration: Nov. 20, 2002  
 Incorporating Jurisdiction: Canada  
 Head or Registered Office: 1917 Ewart Ave., Saskatoon SK  
 Main Type of Business: productions

Name: *Remcorp Inc.*  
 Date of Registration: Nov. 19, 2002  
 Incorporating Jurisdiction: Ontario  
 Head or Registered Office: 410-2130 Lawrence Ave. E,  
 Scarborough ON  
 Main Type of Business: real property management

Name: *Superb Resources Inc.*  
 Date of Registration: Nov. 25, 2002  
 Incorporating Jurisdiction: Alberta  
 Head or Registered Office: 780, 700-4th Ave. SW, Calgary AB  
 Main Type of Business: oil and gas exploration and production

Name: *Thomas Cook UK Limited*  
 Date of Registration: Nov. 25, 2002  
 Incorporating Jurisdiction: United Kingdom  
 Head or Registered Office: Thomas Cook Business Park,  
 Coningsby Rd., Peterborough Cambridgeshire  
 Main Type of Business: travel

Name: *Wine Art Company Ltd.*  
 Date of Registration: Nov. 20, 2002  
 Incorporating Jurisdiction: Ontario  
 Head or Registered Office: 55 Clegg Rd., Markham ON  
 Main Type of Business: manufacture, distribute, market and  
 retail make-your-own wine and beer products and accessories  
 through corporate and franchise owned locations

Name: *Wine Kitz Franchise Inc.*  
 Date of Registration: Nov. 20, 2002  
 Incorporating Jurisdiction: Ontario  
 Head or Registered Office: 55 Clegg Rd., Markham ON  
 Main Type of Business: manufacture, distribute, market and  
 retail make-your-own wine and beer products and accessories  
 through corporate and franchise owned locations

Name: *World Vintners Inc.*  
 Date of Registration: Nov. 20, 2002  
 Incorporating Jurisdiction: Ontario  
 Head or Registered Office: 55 Clegg Rd., Markham ON  
 Main Type of Business: manufacture, distribute, market and  
 retail make-your-own wine and beer products and accessories  
 through corporate and franchise owned locations

#### CERTIFICATES OF AMALGAMATION

Name: *Carlibar Holdings Ltd.*  
 Names of Amalgamating Corporations: *Carlibar Holdings Ltd.*;  
*Dominikus Holdings Limited*  
 Date of Amalgamation: Oct. 31, 2002  
 Registered Office: 500, 2220-12th Ave., Regina  
 Main Type of Business: holding company

Name: *Greening Aviation Claims Inc.*  
 Names of Amalgamating Corporations: *599417 Saskatchewan  
 Ltd.*; *614549 Saskatchewan Ltd.*; *Greening Aviation  
 Claims Inc.*

Date of Amalgamation: Nov. 1, 2002  
 Registered Office: 26C Palliser Park, Riverhurst  
 Main Type of Business: insurance

Name: *Harlequin Surveys Ltd.*  
 Names of Amalgamating Corporations: *Harlequin Seismic  
 Surveys Ltd.*; *Harlequin Surveys Ltd.*  
 Date of Amalgamation: Oct. 18, 2002  
 Registered Office: 2187 Douglas Ave., North Battleford  
 Main Type of Business: seismic surveying regarding geophysical  
 operations

#### CERTIFICATES OF AMENDMENT

Name: *101023815 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 1, 2002  
 Amendment: changed name to *Cater Lake Farms Ltd.*

Name: *101025888 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 8, 2002  
 Amendment: changed name to *Ellsworth Holdings Inc.*

Name: *101026091 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 4, 2002  
 Amendment: changed name to *Mountain View Holdings Ltd.*

Name: *101026410 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 8, 2002  
 Amendment: changed name to *Deters Lands Ltd.*

Name: *101027492 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 1, 2002  
 Amendment: changed name to *Little Demon Trucking Ltd.*

Name: *101028603 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 8, 2002  
 Amendment: changed name to *Ruckaber Contracting Inc.*

Name: *101031164 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 5, 2002  
 Amendment: changed name to *Twenty First Street  
 Properties Ltd.*

Name: *101034071 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 26, 2002  
 Amendment: changed name to *Lima Developments Ltd.*

Name: *101034258 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 1, 2002  
 Amendment: changed name to *C.R. Stark D.M.D. Prof. Corp.*

Name: *101035064 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 7, 2002  
 Amendment: changed name to *Maurice's Auto Care Centre Ltd.*

Name: *101035258 Saskatchewan Ltd.*  
 Date of Amendment: Nov. 6, 2002  
 Amendment: changed name to *Leisle Farms Ltd.*

Name: *101035312 Saskatchewan Ltd.*  
Date of Amendment: Nov. 6, 2002  
Amendment: changed name to *Mackie Physiotherapy P.C. Inc.*

Name: *101035948 Saskatchewan Ltd.*  
Date of Amendment: Nov. 5, 2002  
Amendment: changed name to *B & I Farms Inc.*

Name: *101036324 Saskatchewan Ltd.*  
Date of Amendment: Nov. 22, 2002  
Amendment: changed name to *Big Sky Finishers (No. 1) Inc.*

Name: *101037491 Saskatchewan Ltd.*  
Date of Amendment: Nov. 28, 2002  
Amendment: changed name to *Clearview Agro Limited*

Name: *101037494 Saskatchewan Ltd.*  
Date of Amendment: Nov. 25, 2002  
Amendment: changed name to *Gillespie Holdings Ltd.*

Name: *Aspen Granite Co. Ltd.*  
Date of Amendment: Nov. 12, 2002  
Amendment: changed name to *101037413 Saskatchewan Ltd.*

Name: *Derma Management Ltd.*  
Date of Amendment: Nov. 6, 2002  
Amendment: changed name to *Dr. Robert A. Tokaryk Surgical Prof. Corp.*

Name: *GMP Homes Ltd.*  
Date of Amendment: Nov. 5, 2002  
Amendment: changed name to *Century Homes Ltd.*

Name: *Total Printing & Business Services Ltd.*  
Date of Amendment: Nov. 6, 2002  
Amendment: changed name to *Regal Restaurant Supplies Ltd.*

#### CERTIFICATES OF AMENDMENT (Extra-provincial Corporations)

Name: *Flint Field Services Corporation*  
Incorporating Jurisdiction: Nova Scotia  
Date of Amendment In Incorporating Jurisdiction: Oct. 3, 2002  
Amendment: changed name to *Flint Field Services Ltd.*

Name: *Flint Infrastructure Services Corporation*  
Incorporating Jurisdiction: Nova Scotia  
Date of Amendment In Incorporating Jurisdiction: Oct. 3, 2002  
Amendment: changed name to *Flint Infrastructure Services Ltd.*

Name: *Gene Orlick Transport Inc.*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Jne. 22, 2001  
Amendment: changed name to *Orlicks Inc.*

Name: *Goodlife Brands Inc.*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Oct. 31, 2002  
Amendment: changed name to *Direct Plus Food Group Ltd.*

Name: *Procall Management Corporation*  
Incorporating Jurisdiction: Nova Scotia  
Date of Amendment In Incorporating Jurisdiction: Oct. 3, 2002  
Amendment: changed name to *Procall Management Ltd.*

Name: *Triple 8 Ventures Ltd.*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Oct. 28, 2002  
Amendment: changed name to *Triple 8 Energy Ltd.*

Name: *Westburne-Wolseley Canada Inc.*  
Incorporating Jurisdiction: Canada  
Date of Amendment In Incorporating Jurisdiction: Jly. 22, 2002  
Amendment: changed name to *Wolseley Canada Inc.*

Names: *413486 Alberta Ltd.; Home Oil Company Limited*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Oct. 1, 2002  
Amendment: amalgamated into *Home Oil Company Limited*

Name: *Numac Energy Inc.*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Oct. 1, 2002  
Amendment: amalgamated into *Numac Energy Inc.*

Names: *Shiningbank Energy Ltd.; Shiningbank Energy Management Inc.*  
Incorporating Jurisdiction: Alberta  
Date of Amendment In Incorporating Jurisdiction: Oct. 9, 2002  
Amendment: amalgamated into *Shiningbank Energy Ltd.*

Names: *4098391 Canada Inc.; Wolseley Canada Inc.*  
Incorporating Jurisdiction: Canada  
Date of Amendment In Incorporating Jurisdiction: Aug. 1, 2002  
Amendment: amalgamated into *Wolseley Canada Inc.*

#### CERTIFICATES OF DISCONTINUANCE (2002)

Name:	Date:	New Juris.:
<i>E.A. Dand Properties (2002) Ltd.</i>	Oct. 31	AB
<i>Memorial Gardens (Saskatchewan) Limited</i>	Oct. 31	Canada

#### CERTIFICATES OF DISSOLUTION (2002)

Name:	Date:
<i>Double K Enterprises Ltd.</i>	Nov. 5
<i>Greenline Organics Inc.</i>	Nov. 12

#### CORPORATIONS RESTORED TO THE REGISTER (2002)

Name:	Date:	Juris.:
<i>24-7 Intouch Inc.</i>	Nov. 27	SK
<i>568563 Saskatchewan Ltd.</i>	Nov. 8	SK
<i>598766 Saskatchewan Ltd.</i>	Nov. 8	SK
<i>629583 Saskatchewan Ltd.</i>	Nov. 12	SK
<i>Aventis Pasteur Limited/Aventis Pasteur Limitée</i>	Nov. 8	ON
<i>Chapel of Angels Ltd.</i>	Nov. 25	SK
<i>Colby Development Corp.</i>	Nov. 12	SK
<i>Deerhorn Ranching Ltd.</i>	Nov. 7	SK
<i>Foot Locker Canada Inc.</i>	Nov. 8	Canada

<i>Name:</i>	<i>Date:</i>	<i>Juris.:</i>
<i>Gene Orlick Transport Inc.</i>	Nov. 6	AB
<i>Howell Holdings Ltd.</i>	Nov. 8	SK
<i>Mapleleaf Franchise Concepts, Inc.</i>	Nov. 8	Canada
<i>Midwest Management (1987) Ltd.</i>	Nov. 5	SK
<i>Mitch's Meats Assiniboia Ltd.</i>	Nov. 8	SK
<i>Morvik Enterprises Ltd.</i>	Nov. 8	SK
<i>Nikad Interactive Solutions Inc.</i>	Nov. 1	SK
<i>P.D.Q. Autobody Ltd.</i>	Nov. 8	SK
<i>Peace Hills Consulting Ltd.</i>	Nov. 22	SK

STRUCK OFF THE REGISTER PURSUANT TO SECTION 290  
(2002)

<i>Name:</i>	<i>Date:</i>	<i>Juris.:</i>
<i>Carrier Provincial Forest Products Inc.</i>	Nov. 27	SK
<i>Dalco Services Inc.</i>	Nov. 21	SK
<i>Verabioff Drugs Ltd.</i>	Nov. 27	SK

Philip J. Flory,  
Director.

***The Business Names Registration Act***

CANCELLATIONS

<i>Name:</i>	<i>Date:</i>	<i>Place of Business:</i>
<i>Ackerman Ag Services</i>	Nov. 22	Chamberlain
<i>Acoustic Solution Hearing Centre</i>	Nov. 20	Regina
<i>B.P. Banister</i>	Nov. 27	Saskatoon
<i>Canflor Sales &amp; Marketing</i>	Nov. 14	Saskatoon
<i>Dee's Livestock Supplies</i>	Nov. 14	St. Walburg
<i>H.S.B. Farms</i>	Nov. 25	Kinistino
<i>Meadows Laundromat</i>	Nov. 15	Saskatoon
<i>Take A Break Confectionary</i>	Nov. 15	Rockglen
<i>Tops Restaurant &amp; Lounge</i>	Nov. 14	Regina
<i>V and E Corner Services</i>	Nov. 18	Quinton
<i>Young's Small Engine Centre</i>	Nov. 18	Vanscoy

SOLE PROPRIETORSHIP REGISTRATIONS

Name: *Beutler Books*  
Date of Registration: Nov. 15, 2002  
Mailing Address: Box 909, Whitewood  
Main Type of Business: bookkeeping and contract secretarial services

Name: *Blue Skys and Dragonflies Wood 'N' Stuff*  
Date of Registration: Nov. 12, 2002  
Mailing Address: 1647 General Cres., Moose Jaw  
Main Type of Business: produce decorative wood and cloth items, conduct decorative painting classes

Name: *BRB Investments*  
Date of Registration: Nov. 13, 2002  
Mailing Address: Box 21026 RPO, Grosvenor Park, Saskatoon  
Main Type of Business: livestock feed consultant

Name: *Canflor Sales & Marketing*  
Date of Registration: Nov. 14, 2002  
Mailing Address: Box 49, R.R. 3, Site 307, Vanscoy  
Main Type of Business: market and sell flooring products

Name: *Charlie Chimney*  
Date of Registration: Nov. 13, 2002  
Mailing Address: 2011 Alberta Ave., Saskatoon  
Main Type of Business: sell and distribute fireplaces, chimneys, barbecues and related equipment and services

Name: *D. & D. Quality Care*  
Date of Registration: Nov. 14, 2002  
Mailing Address: 904-14th Ave. SW, Moose Jaw  
Main Type of Business: retail medical socks, braces, supports, etc.

Name: *Dure Linens*  
Date of Registration: Nov. 15, 2002  
Mailing Address: Box 1058, Davidson  
Main Type of Business: manufacture and distribute bed sheets, sleepwear and accessories

Name: *E.T. Flooring Canada*  
Date of Registration: Nov. 18, 2002  
Mailing Address: 305A-38th St. E, Prince Albert  
Main Type of Business: flooring

Name: *Figures Fitness For Her*  
Date of Registration: Nov. 18, 2002  
Mailing Address: 210A, 3929-8th St. E, Saskatoon  
Main Type of Business: ladies' fitness circuit

Name: *Focus 1 Hair Design*  
Date of Registration: Nov. 13, 2002  
Mailing Address: 1323 Central Ave., Prince Albert  
Main Type of Business: hair salon

Name: *G.S. Truck & Tractor*  
Date of Registration: Nov. 15, 2002  
Mailing Address: Box 373, Blaine Lake  
Main Type of Business: sell tractors and vehicles

Name: *Garda of Canada*  
Date of Registration: Nov. 14, 2002  
Mailing Address: 1002-3030 Le Carrefour Blvd., Laval PQ  
Main Type of Business: private investigators and security guards

Name: *Garda Security Group*  
Date of Registration: Nov. 14, 2002  
Mailing Address: 1002-3030 Le Carrefour Blvd., Laval PQ  
Main Type of Business: private investigators and security guards

Name: *GE Consumer Products*  
Date of Registration: Nov. 18, 2002  
Mailing Address: 1500-1874 Scarth St., Regina  
Main Type of Business: manufacture and sell lighting products

Name: *GE Consumer Products Canada*  
Date of Registration: Nov. 18, 2002  
Mailing Address: 1500-1874 Scarth St., Regina  
Main Type of Business: manufacture and sell lighting products

Name: *Hempin Hair*

Date of Registration: Nov. 18, 2002  
Mailing Address: Box 8782, Saskatoon  
Main Type of Business: hair salon

Name: *HHC Hearing Health Centre*

Date of Registration: Nov. 20, 2002  
Mailing Address: 1442 Broad St., Regina  
Main Type of Business: hearing clinic

Name: *Hilderman Home Building Centre*

Date of Registration: Nov. 14, 2002  
Mailing Address: Box 239, Wolseley  
Main Type of Business: retail building supplies

Name: *Horizos Bar & Grill at Emerald Park*

Date of Registration: Nov. 15, 2002  
Mailing Address: 2510-13th Ave., Regina  
Main Type of Business: bar and grill

Name: *Huber Technologies*

Date of Registration: Nov. 14, 2002  
Mailing Address: 1237 Parker Ave., Regina  
Main Type of Business: manufacture and sell after-market automotive parts via the Internet

Name: *Humpty's Family Restaurant (Kindersley)*

Date of Registration: Nov. 18, 2002  
Mailing Address: Box 2008, Kindersley  
Main Type of Business: restaurant

Name: *Interiors For Living*

Date of Registration: Nov. 15, 2002  
Mailing Address: 845 Temperance St., Saskatoon  
Main Type of Business: interior decor consultations, colour consulting, space planning, etc.

Name: *Irwin Physiotherapy Services*

Date of Registration: Nov. 14, 2002  
Mailing Address: 477-11th St. E, Prince Albert  
Main Type of Business: physiotherapy treatment, education, consultation

Name: *Jack Frost Gifts*

Date of Registration: Nov. 18, 2002  
Mailing Address: 503 Perreault Way, Saskatoon  
Main Type of Business: retail Christmas gift store

Name: *K.B.S. Construction*

Date of Registration: Nov. 18, 2002  
Mailing Address: 319 Tremaine Ave., Regina  
Main Type of Business: home construction and renovations

Name: *Keepsake Flowers By Fadijah*

Date of Registration: Nov. 26, 2002  
Mailing Address: Box 172, Midale  
Main Type of Business: dried flower designer

Name: *Kodar Outdoors Co.*

Date of Registration: Nov. 15, 2002  
Mailing Address: Box 162, Pelly  
Main Type of Business: import outdoor equipment

Name: *Ladders To Success Enterprises*

Date of Registration: Nov. 15, 2002  
Mailing Address: 304, 1133-4th St., Estevan  
Main Type of Business: training and development, placement services, event management, administration

Name: *Leachman's Painting & Decorating*

Date of Registration: Nov. 12, 2002  
Mailing Address: Box 38, Spruce Home  
Main Type of Business: residential and commercial painting and decorating

Name: *Legacy Tree Farm*

Date of Registration: Nov. 13, 2002  
Mailing Address: 403 Bayview Cres., Saskatoon  
Main Type of Business: tree nursery

Name: *Lightstream Video and Design*

Date of Registration: Nov. 18, 2002  
Mailing Address: Box 42, R.R. 3, Site 307, Saskatoon  
Main Type of Business: video production, computer system consulting

Name: *Little Tree Nursery*

Date of Registration: Nov. 14, 2002  
Mailing Address: Box 792, Martensville  
Main Type of Business: grow and sell trees and shrubs

Name: *MacKenzie Funeral Home & Crematorium*

Date of Registration: Nov. 14, 2002  
Mailing Address: 700, 2010-11th Ave., Regina  
Main Type of Business: funeral home and crematorium

Name: *MCH Systems*

Date of Registration: Nov. 12, 2002  
Mailing Address: Box 369, Duck Lake  
Main Type of Business: provide custom logic implementations for industrial automation systems

Name: *Meadow Green Restaurant*

Date of Registration: Nov. 15, 2002  
Mailing Address: Bay C, 501 Ave. W S, Saskatoon  
Main Type of Business: restaurant

Name: *NHA Trang Restaurant*

Date of Registration: Nov. 25, 2002  
Mailing Address: 146 Galbraith Cres., Saskatoon  
Main Type of Business: restaurant

Name: *One Man's Junk...*

Date of Registration: Nov. 14, 2002  
Mailing Address: 1816 Toronto St., Regina  
Main Type of Business: second hand store

Name: *Phase III Hair Design*

Date of Registration: Nov. 18, 2002  
Mailing Address: Box 764, Preeceville  
Main Type of Business: hair dressing

Name: *Phyl & Taste Marketing*

Date of Registration: Nov. 15, 2002  
Mailing Address: 60 Froom Cres., Regina  
Main Type of Business: liquor tasting

Name: *Platinum Automotive Accessories*  
 Date of Registration: Nov. 15, 2002  
 Mailing Address: 263 Rodenbush Dr., Regina  
 Main Type of Business: sell and install automotive accessories

Name: *Quicksand Oilfield Service*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: Box 1560, Lloydminster  
 Main Type of Business: clean sand out of oil tanks; disposal

Name: *Repo Depo Saskatoon*  
 Date of Registration: Oct. 16, 2002  
 Mailing Address: 2207-1st Ave. N, Saskatoon  
 Main Type of Business: repossession and liquidation of moveable property

Name: *Rockfield Audio Productions*  
 Date of Registration: Nov. 14, 2002  
 Mailing Address: 1408 Lorne Ave., Saskatoon  
 Main Type of Business: audio rentals

Name: *Saskatoon Home Based Referral Service*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: Box 1197, Martensville  
 Main Type of Business: aide public in locating quality home based services

Name: *Taylor Audi*  
 Date of Registration: Nov. 20, 2002  
 Mailing Address: 775 Broad St., Regina  
 Main Type of Business: automotive dealership

Name: *Telus Financial Services*  
 Date of Registration: Nov. 20, 2002  
 Mailing Address: 21st flr., 3777 Kingsway, Burnaby BC  
 Main Type of Business: supply leasing and financial services

Name: *The Outstandive Service Company*  
 Date of Registration: Nov. 14, 2002  
 Mailing Address: 114 Evenlea Walk, Winnipeg MB  
 Main Type of Business: cleaning services

Name: *Thomson Sales & Trading*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: 2706-66 Wellington St. W, TD Bank Tower, Toronto ON  
 Main Type of Business: electronic and financial publication

Name: *Titan Fluid Power*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: 11703-106th St., Edmonton AB  
 Main Type of Business: industrial supplies

Name: *Tops Restaurant & Lounge*  
 Date of Registration: Nov. 15, 2002  
 Mailing Address: 1906 Rupert St., Regina  
 Main Type of Business: restaurant and lounge

Name: *Tropical Imports*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: Box 14, Lipton  
 Main Type of Business: import goods and crafts

Name: *Weyburn Livestock Exchange*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: 700, 2103-11th Ave., Regina  
 Main Type of Business: livestock auction yard and barn

Name: *Young's Lawn & Garden Equipment Centre*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: Box 178, Vanscoy  
 Main Type of Business: air cooled engine repairs and sales, power tool repair, lawn and garden equipment, repair and sales of chain saws, etc.

#### PARTNERSHIP REGISTRATIONS

Name: *C.J.J.I. Laing Farms*  
 Date of Registration: Nov. 12, 2002  
 Mailing Address: Box 458, Cut Knife  
 Main Type of Business: mixed farming

Name: *Douville's Welding*  
 Date of Registration: Nov. 14, 2002  
 Mailing Address: Box 262, Ponteix  
 Main Type of Business: welding and fabrication

Name: *Dureault Trucking*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: Box 537, Wolseley  
 Main Type of Business: trucking

Name: *E and D Janitorial Services*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: 3525-33rd St. W, Saskatoon  
 Main Type of Business: cleaning

Name: *Eastside Counter Top & Woodwork*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: Box 252, R.R. 6, Saskatoon  
 Main Type of Business: counter top fabrication, woodworking

Name: *Emerald Expressions*  
 Date of Registration: Nov. 13, 2002  
 Mailing Address: Box 121, Borden  
 Main Type of Business: business and promotional advertising, custom embroidery, digitizing, screen printing, photography

Name: *G.A.L.'s Creative Works*  
 Date of Registration: Nov. 14, 2002  
 Mailing Address: Box 483, White City  
 Main Type of Business: sewing, photography, interior and exterior design services, etc.

Name: *JTL Lite Haul*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: 841-2nd Ave. NW, Swift Current  
 Main Type of Business: light hauling, hot shot, etc.

Name: *Serendipity Grain Services*  
 Date of Registration: Nov. 14, 2002  
 Mailing Address: Box 111, Imperial  
 Main Type of Business: grain cleaning and treatment

Name: *Triple Mags Properties*  
 Date of Registration: Nov. 20, 2002  
 Mailing Address: Box 519, Elrose  
 Main Type of Business: residential condominium rentals

Name: *True Energy*  
 Date of Registration: Nov. 29, 2002  
 Mailing Address: 320, 520-5th Ave. SW, Calgary AB  
 Main Type of Business: drill oilwells

Name: *V and E Corner Services*  
 Date of Registration: Nov. 18, 2002  
 Mailing Address: 102 Main St., Quinton  
 Main Type of Business: laundromat, convenience store, arcade and recycling

SASKATCHEWAN LIMITED PARTNERSHIP REGISTRATION

Name: *Hub City – Merrill Restaurant Supply Limited Partnership*  
 Date of Registration: Nov. 25, 2002  
 Mailing Address: 501-23rd St. W, Saskatoon  
 Main Type of Business: sell paper and packaging products, sell and install restaurant/institutional and brewing equipment

EXPIRATION  
(2002)

<i>Name:</i>	<i>Date:</i>	<i>Place of Business:</i>
<i>Saskatoon Home Based Referral Service</i>	Nov. 22	Martensville

Philip J. Flory,  
Director.

***The Non-profit Corporations Act, 1995***

CERTIFICATES OF INCORPORATION

Name: *8th St. Waterline Group Inc.*  
 Date of Incorporation: Nov. 26, 2002  
 Mailing Address: 1114 Ave. K S, Saskatoon  
 Main Type of Activities: develop and maintain a water supply line

Name: *Fort Livingston-Pelly Heritage Guild Inc.*  
 Date of Incorporation: Nov. 6, 2002  
 Mailing Address: Box 98, Pelly  
 Main Type of Activities: document history pertaining to sites on Swan River and Assiniboine and strive to restore as tourism attractions

Name: *Meadow Lake Team Penning Club Inc.*  
 Date of Incorporation: Nov. 8, 2002  
 Mailing Address: 619B-1st St. W, Meadow Lake  
 Main Type of Activities: team penning club for residents of Meadow Lake and area, promote youth penning

Name: *Moose Jaw Community Theatre Inc.*  
 Date of Incorporation: Nov. 6, 2002  
 Mailing Address: Box 2224, Moose Jaw  
 Main Type of Activities: amateur theatre company

Name: *Moose Jaw Cultural Centre Inc.*  
 Date of Incorporation: Nov. 8, 2002  
 Mailing Address: Box 1782, Moose Jaw  
 Main Type of Activities: promote excellence in arts, cultural and heritage endeavours through performance, rehearsal, work, storage and meeting space for artists, arts, cultural and heritage groups and arts related ventures

Name: *Northwest District Health Centre Fundraising Committee Corp.*

Date of Incorporation: Nov. 7, 2002  
 Mailing Address: Box 280, Ile-à-la-Crosse  
 Main Type of Activities: health facility fund-raising

Name: *Peak.Com Ministries Inc.*  
 Date of Incorporation: Nov. 6, 2002  
 Mailing Address: 100 King St., Estevan  
 Main Type of Activities: inter-church Christian organization

Name: *St. Angela Home & School Association Inc.*  
 Date of Incorporation: Nov. 8, 2002  
 Mailing Address: 6823 Gillmore Dr., Regina  
 Main Type of Activities: fund-raising for school ground improvements and equipment and supplies used within the school

CERTIFICATE OF DISSOLUTION  
(2002)

<i>Name:</i>	<i>Date:</i>
<i>Fox Valley Senior Citizens Group, Inc.</i>	Nov. 7

CORPORATION RESTORED TO THE REGISTER  
(2002)

<i>Name:</i>	<i>Date:</i>	<i>Juris.:</i>
<i>Waskesiu Community Association Inc.</i>	Nov. 7	SK

Philip J. Flory,  
Director.

PUBLIC NOTICES

***The Alcohol and Gaming Regulation Act***  
 [clause 30(1)(d)]

APPLICATION FOR A LIQUOR PERMIT

Notice is hereby given that *Alex Sayn* has applied to the Liquor and Gaming Authority for a Restaurant Permit to sell beverage alcohol, in Al's Place, situated in the Northern Hamlet of Stony Rapids, Saskatchewan.

Sandra Morgan, President & CEO,  
Saskatchewan Liquor and Gaming Authority.

***The Change of Name Act, 1995/  
Loi de 1995 sur le changement de nom***

The following changes of name are registered under the provisions of *The Change of Name Act, 1995*/Les changements de nom ci-après sont enregistrés en exécution de la *Loi de 1995 sur le changement de nom*:

Former Name/Ancien nom: Chelsea Susanne KEATING  
Address/Adresse: Saskatoon, Saskatchewan  
Date of Birth/Date de naissance: May 31, 1984  
Name Changed To/Nouveau nom: Chelsea Susanne LOUCKS  
Dated December 6, 2002.

Name of Children/Nom des enfants:

Former Name/Ancien nom: Gordon Bradley PORTER  
Name Changed To/Nouveau nom: Gordon Bradley GLEASON  
Date of Birth/Date de naissance: February 11, 1996  
Former Name/Ancien nom: Evan Justin PORTER  
Name Changed To/Nouveau nom: Evan Justin GLEASON  
Date of Birth/Date de naissance: October 3, 1998  
Dated December 6, 2002.

Name of Children/Nom des enfants:

Former Name/Ancien nom: Jason Brian BUBURUZ  
Name Changed To/Nouveau nom: Jason Brian TOEWS  
Date of Birth/Date de naissance: April 13, 1994  
Former Name/Ancien nom: Brandon Alan FRAZER  
Name Changed To/Nouveau nom: Brandon Alan TOEWS  
Date of Birth/Date de naissance: December 29, 1997  
Dated December 6, 2002.

Former Name/Ancien nom: Orville Keith HARPER  
Address/Adresse: Prince Albert, Saskatchewan  
Date of Birth/Date de naissance: June 6, 1968  
Name Changed To/Nouveau nom: Orville Keith Joseph STARBLANKET  
Dated December 6, 2002.

Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Alec Raymond HOLLINGSHEAD  
Name Changed To/Nouveau nom: Alec Raymond HOLLINGSHEAD-WASYLENCHUK  
Date of Birth/Date de naissance: May 5, 1989  
Dated December 6, 2002.

Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Jaline Marie JOSEPH  
Name Changed To/Nouveau nom: Jaline Marie Alexandrine BEAR  
Date of Birth/Date de naissance: December 31, 1989  
Dated December 6, 2002.

Name of Children/Nom des enfants:

Former Name/Ancien nom: Jessica Fay NEWMAN  
Name Changed To/Nouveau nom: Jessica Fay CAMPBELL  
Date of Birth/Date de naissance: August 28, 1998  
Former Name/Ancien nom: Mackenzie Molly NEWMAN  
Name Changed To/Nouveau nom: Mackenzie Molly CAMPBELL  
Date of Birth/Date de naissance: February 18, 2002  
Dated December 6, 2002.

Former Name/Ancien nom: Vicky Georgina AUSTIN-BUNDUS  
Address/Adresse: Regina, Saskatchewan  
Date of Birth/Date de naissance: January 11, 1968  
Name Changed To/Nouveau nom: Victoria Georgina AUSTIN-BUNDUS

Name of Children/Nom des enfants:

Former Name/Ancien nom: Kale William AUSTIN-BUNDUS  
Name Changed To/Nouveau nom: Kale William MCLENNAN  
Date of Birth/Date de naissance: March 26, 1991  
Former Name/Ancien nom: Elan Elle AUSTIN-BUNDUS  
Name Changed To/Nouveau nom: Elan Elle MCLENNAN  
Date of Birth/Date de naissance: September 27, 1994  
Former Name/Ancien nom: Rylan Troy Hunter AUSTIN-BUNDUS  
Name Changed To/Nouveau nom: Rylan Troy Hunter MCLENNAN  
Date of Birth/Date de naissance: May 18, 1996  
Dated December 6, 2002.

Former Name/Ancien nom: Karl Johannes GOTTMAN  
Address/Adresse: Regina, Saskatchewan  
Date of Birth/Date de naissance: October 18, 1957  
Name Changed To/Nouveau nom: Lev-Tov ZOHAR  
Dated December 9, 2002.

Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Robert Micheal KOSHMAN  
Name Changed To/Nouveau nom: Robert Mikeal STAROSTA  
Date of Birth/Date de naissance: May 30, 1986  
Dated December 10, 2002.

Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Jessica Mary PIPPIN  
Name Changed To/Nouveau nom: Jessica Mary Joyce SELSKY  
Date of Birth/Date de naissance: January 21, 1993  
Dated December 10, 2002.

Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Kayla Maye COMO  
Name Changed To/Nouveau nom: Kayla Maye ROWE  
Date of Birth/Date de naissance: July 22, 1998  
Dated December 10, 2002.

Former Name/Ancien nom: Charles Edward BENDALL  
Address/Adresse: North Battleford, Saskatchewan  
Date of Birth/Date de naissance: March 1, 1936  
Name Changed To/Nouveau nom: Charles Edward LAWSON  
Dated December 10, 2002.

Former Name/Ancien nom: Robert Albert HATTUM  
Address/Adresse: Swift Current, Saskatchewan  
Date of Birth/Date de naissance: April 5, 1966  
Name Changed To/Nouveau nom: Robert Black WOLF  
Dated December 10, 2002.

Former Name/Ancien nom: Duc Cuong DU  
Address/Adresse: Saskatoon, Saskatchewan  
Date of Birth/Date de naissance: August 4, 1958  
Name Changed To/Nouveau nom: Kenny YEE  
Former Name of Spouse/Ancien nom du conjoint ou de la conjoint: Boi Lung DU  
Date of Birth/Date de naissance: August 15, 1962  
Name Changed To/Nouveau nom: Lani Lung YEE

## Name of Children/Nom des enfants:

Former Name/Ancien nom: Kevin Mathew DU  
 Name Changed To/Nouveau nom: Kevin Mathew YEE  
 Date of Birth/Date de naissance: February 14, 1987  
 Former Name/Ancien nom: Eric DU  
 Name Changed To/Nouveau nom: Eric Michael YEE  
 Date of Birth/Date de naissance: April 23, 1991  
 Dated December 10, 2002.

Former Name/Ancien nom: Paul Richard DU  
 Address/Adresse: Saskatoon, Saskatchewan  
 Date of Birth/Date de naissance: October 26, 1983  
 Name Changed To/Nouveau nom: Paul Richard YEE  
 Dated December 10, 2002.

Former Name/Ancien nom: Terence Max Vaughn LAVALLEE  
 Address/Adresse: Regina, Saskatchewan  
 Date of Birth/Date de naissance: January 25, 1966  
 Name Changed To/Nouveau nom: Terry Max Vaughn FLAMONT  
 Dated December 11, 2002.

## Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Curtis Angelo REASON  
 Name Changed To/Nouveau nom: Curtis Angelo DONNELLY  
 Date of Birth/Date de naissance: July 31, 1985  
 Dated December 11, 2002.

## Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Sale Emad HANTOOSH  
 Name Changed To/Nouveau nom: Sally Emad HANTOOSH  
 Date of Birth/Date de naissance: August 2, 1994  
 Dated December 11, 2002.

Former Name/Ancien nom: Janko RUSKOVSKI  
 Address/Adresse: Prince Albert, Saskatchewan  
 Date of Birth/Date de naissance: December 28, 1973  
 Name Changed To/Nouveau nom: Yann RUSKOVSKI  
 Dated December 11, 2002.

Former Name/Ancien nom: Christopher James LONGWORTH  
 Address/Adresse: Harris, Saskatchewan  
 Date of Birth/Date de naissance: September 29, 1984  
 Name Changed To/Nouveau nom: Christopher James HANSON  
 Dated December 12, 2002.

Former Name/Ancien nom: Laurier Francois Marie Boniface VOZ  
 Address/Adresse: Lake Lenore, Saskatchewan  
 Date of Birth/Date de naissance: May 14, 1931  
 Name Changed To/Nouveau nom: Larry Laurier VOZ  
 Dated December 12, 2002.

## Name of Child/Nom de l'enfant:

Former Name/Ancien nom: Jessica Caitlyn BLACK  
 Name Changed To/Nouveau nom: Jessica Caitlyn WILSON  
 Date of Birth/Date de naissance: August 13, 1993  
 Dated December 12, 2002.

Given under my hand at/fait sous ma signature à Regina,  
 Saskatchewan.

Ronn Wallace,  
 Director of Vital Statistics/  
 Directeur des Services de l'état Civil.

**The Crown Minerals Act**

RESULTS OF SALE OF PETROLEUM AND  
 NATURAL GAS RIGHTS  
 (December 3, 2002)

Disposition Type:	Bonus Bid:	Hectares:	Acres:
Exploration			
Licences	\$10,388,087.68	100,027.13	247,172.50
Leases	\$6,286,821.71	40,820.96	100,870.49

Detailed sale results are available on our web site at: [www.gov.sk.ca/enermine/energy/landsale/main/main.htm](http://www.gov.sk.ca/enermine/energy/landsale/main/main.htm).

E-mail subscription services are also available. Full details are available on our web site as above.

Details are also available from the office of the Director of Petroleum Lands, Geology and Petroleum Lands Branch, 6th fl., 2101 Scarth St., Regina, Saskatchewan, S4P 3V7, Telephone: (306) 787-2602.

PUBLIC NOTICE NO. 291  
 (February 11, 2003)

SALE OF SASKATCHEWAN CROWN PETROLEUM AND  
 NATURAL GAS EXPLORATION LICENCES AND LEASES

The Department of Industry and Resources will receive up to 4:00 p.m. Central Standard Time on Monday, February 10, 2002, in the office of the Supervisor, Revenue Accounting, Mineral Revenue Branch, 2nd Floor, 2101 Scarth Street, Regina, Saskatchewan, S4P 3V7, bids and offers to purchase certain Crown Petroleum and Natural Gas Rights being offered for disposition.

Details of the Sale Notice describing the rights offered for disposition and the pertinent terms and conditions under which bids and offers may be made can be obtained on our web site at:

[www.gov.sk.ca/enermine/energy/landsale/main/main.htm](http://www.gov.sk.ca/enermine/energy/landsale/main/main.htm).

E-mail subscription services are also available. Full details are available on our web site as above.

Details may also be obtained from the Director of Petroleum Lands, Geology and Petroleum Lands Branch, 6th fl., 2101 Scarth St., Regina, Saskatchewan, S4P 3V7, Telephone: (306) 787-2602.

**The Oil and Gas Conservation Act**

HOOSIER BAKKEN SAND POOL —  
 CONCURRENT PRODUCTION

The Department of Industry and Resources has received an application from Penn West Petroleum Ltd. for approval of a plan to produce oil and gas concurrently, without gas-oil ratio limitations, from the Bakken Sand in the (11) 1-1-31-28 W3M and (41) 15-1-31-28 W3M oil wells.

Objections to the application, complete with supporting technical data, received in writing by the undersigned at 2101 Scarth St., Regina SK S4P 3V7, on or before January 10, 2003, will be considered. A copy of the objection must be provided to the applicant.

Persons directly affected may obtain copies of the application from Mr. Regan Daley, Penn West Petroleum Ltd., 2000, 425-1st St. SW, Calgary AB T2P 3L8.

Dated at Regina, Saskatchewan, December 11, 2002.

Bruce W. Wilson, Executive Director,  
 Petroleum and Natural Gas,  
 Saskatchewan Industry and Resources.

## NOTICE OF SALE AND AUCTION

### *The Commercial Liens Act*

Notice is hereby given that *Mister Transmission*, carrying on business at 135 Albert St. N, in the City of Regina, in the Province of Saskatchewan, will sell by Public Auction pursuant to *The Commercial Liens Act*, the following described vehicles:

One 1987 Mercury Sable, serial no. 1MEBM50U3HG665828, owned by Stan and Rhonda Buffalo;

One 1997 Plymouth Voyager, serial no. 2P4GP45R9VR160024, owned by Joanne Starr.

The sale will take place at 10 a.m. on Tuesday, January 7, 2003, at 135 Albert St. N, Regina SK.

The auction will be conducted by Browns Auction Rooms Ltd., auctioneer George Herchert, Licence No. 14.

Howard Hilderman,  
Mister Transmission.

## RULES OF COURT

### COURT OF QUEEN'S BENCH AMENDMENTS

The Rules of the Court of Queen's Bench for Saskatchewan are amended, effective the 1st day of January, 2003, in the manner set out below:

**1 Rule 3 is amended by deleting the clause defining "taxing officer".**

**2 Rule 8 is repealed and the following new rule 8 is substituted therefor:**

"8(1) In every proceeding each party shall file an address for service including a proper place in Saskatchewan where pleadings, notices, orders and other documents and written communications in the proceeding may be left for or mailed to a party, and:

(b) where a party is represented by a lawyer carrying on the practice of law in Saskatchewan, his or her address for service shall be the office of the lawyer, and:

(i) shall include the name, address, and telephone number of the legal firm, and the name of the lawyer in charge of the file; and

(ii) may include the facsimile number or electronic transmission address, if any, of the lawyer; or

(c) where the party is an individual not represented by a lawyer, his or her address for service:

(i) shall include the full name, business or residence address, and telephone number of the party; and

(ii) may include the facsimile number or electronic transmission address, if any, of the party.

(2) No party to a proceeding may file any document and no document shall be received or entered by the local registrar unless an address for service of that party has been filed or is filed with the document.

(3) Any party may apply to the court to set aside all documents filed or issued by a party whose address for service is illusory or fictitious.

(4) Except where otherwise ordered, a party who fails to provide or file an address for service is not entitled to notice of any subsequent proceedings in the cause or matter.

(5) Except where otherwise ordered, service of a document at the last filed address for service of a party is deemed valid service despite a change in the address of that party".

**3(1) Subrule 9(1) is amended by the insertion of the words "or by prepaid courier" immediately after the words "by ordinary mail".**

**(2) Subrule 9(2) is amended by the insertion of the words "or by prepaid courier" immediately after the words "by mail".**

**4 Part Three: Service of Process, rules 18 to 30, is repealed in its entirety, and the following new Part Three: Service of Documents, rules 18 to 33, is substituted therefor:**

### "PART THREE

### "SERVICE OF DOCUMENTS

#### "Division 1

#### "Discretion of Court to Validate or Set Aside Service

#### "Discretion of the Court

18(1) Subject to the express provisions of any statute or regulation and notwithstanding any rule respecting service, the court has discretion to validate or set aside the service of any document.

#### Notice the Primary Consideration

(2) The primary consideration for the court in the exercise of its discretion is that the person served or to be served:

(a) received notice of the document; or

(b) would have received notice except for the attempts of that person to evade service.

#### When court may validate service

(3) Where the court is satisfied that the person to be served received notice of the document, the court may:

(a) validate any irregular or unauthorized service of a document, and

(b) impose any terms that it considers appropriate on the validation.

#### When court may set aside service

(4) Where the court is not satisfied that the person to be served received notice of a document, the court may:

(a) set aside service of the document; and

(b) order further or other service of the document.

#### When court may set aside consequences of default

(5) The court may set aside the consequences of any default to respond to service of a document, or may extend the time to respond to service of a document, where the court is satisfied that:

(a) the person to be served did not have notice of the document;

(b) the person to be served did not have notice of the document until a date later than the effective date of service; or

(c) the document served was incomplete or illegible.

### "Division 2

### "Modes of Service

#### "Personal service

19(1) Service of a document shall be effected by personal service of that document on the person to be served except where:

(a) a statute, regulation or order of the court provides otherwise; or

(b) these rules authorize service by an alternate or special mode of service.

(2) A document may be served personally notwithstanding that service in another manner is authorized.

(3) Personal service of a document is effected by leaving a copy of the document with the person to be served.

(4) It is not necessary for the person effecting personal service of a document to possess or produce the original document.

(5) A document commencing a proceeding is deemed to have been personally served where the person to be served has delivered a defence or taken any action that is necessary to participate in the proceeding.

(6) A document is deemed to have been personally served where an Acknowledgment of Service that complies with rule 20 is filed.

**“Requirement for Acknowledgement of Service**

20(1) An Acknowledgement of Service shall be in Form 3.

(2) An Acknowledgement of Service shall:

- (a) be signed by the person to be served, or by his or her lawyer or an authorized person as provided in rules 22 to 26;
- (b) set out the date of service;
- (c) clearly identify the document served; and
- (d) include an address for service of the person to be served that is in compliance with rule 8.

(3) A document served in any manner shall be accompanied by:

- (a) an Acknowledgement of Service;
  - (b) a request that the person served return the signed and completed Acknowledgement of Service without delay; and
  - (c) a postage prepaid envelope addressed to the person serving the document, except where service is effected by fax or electronic transmission.
- (4) The person to be served shall bear all costs of service necessitated by that person's neglect or refusal to sign and return a completed Acknowledgment of Service without delay.
- (5) Except where otherwise ordered, a party is not entitled to notice of any subsequent proceedings in the cause or matter if that party:
- (a) neglects or refuses to sign and return a completed Acknowledgment of Service including a proper address for service; or
  - (b) fails to otherwise file an address for service.

**“Service by alternate modes**

21(1) Service of a document may be effected by an alternate mode, including courier, registered or ordinary mail, fax, or electronic transmission, where expressly authorized by statute, regulation, an order of the court or these rules.

(2) Subject to subrule (3), where an address for service in a proceeding has been filed respecting the person to be served, a document required to be served may be served at the address for service by any of the following modes:

- (a) courier, including any adult person who delivers the document;
- (b) registered or ordinary mail;
- (c) fax; or
- (d) electronic transmission, but only if an electronic transmission acknowledging receipt is received from the person to be served.

(3) Subrule (2) does not apply to a subpoena or an application for committal of a person for contempt of court.

(4) In the case of service by courier, a copy of the document shall be:

- (a) left at the address for service with the person to be served;
- (b) left at the address for service with an adult person who appears to be an employee, agent, representative or household member of the person to be served; or
- (c) left in a mail receptacle at the address for service where there is no person described in clause (b) present:
  - (i) at an address for service that is a residential address; or
  - (ii) during regular office hours, at an address for service that is a business address.

(5) In the case of service by registered or ordinary mail, a copy of the document shall be placed in an envelope and mailed to the address for service of the person to be served.

(6) In the case of service by fax, the document shall be faxed to the fax number shown in the address for service of the person to be served and shall include a cover page that sets out the following information:

- (a) the sender's name, address, telephone and fax number;
- (b) the name of the person to be served;
- (c) the date and time of transmission;
- (d) the total number of pages transmitted including the cover page; and
- (e) the name and telephone number of a person to contact in the event of transmission problems.

(7) In the case of service by electronic transmission, the document shall be electronically transmitted to the electronic transmission address shown in the address for service of the person to be served and the electronic transmission shall set out the following information:

- (a) the sender's name, address, telephone number, electronic transmission address and the sender's fax number if there is one;
- (b) the name of the person to be served;
- (c) the date and time of transmission;
- (d) the electronic file name of the document being transmitted, the style of cause, name and date of the document being transmitted and the total number of hard copy pages of the document;
- (e) the name and telephone number of a person to contact in the event of transmission problems; and
- (f) confirmation that the original document has been signed, that the original signed document has been or will be filed with the court, and that the original signed document is available for inspection at the place and times specified.

**“Division 3**

**“Special Modes of Service on Certain Persons**

**“Service on Corporation**

22 Subject to the express provisions of any statute or regulation, service of a document may be made:

- (a) on a municipal corporation, by leaving a copy of the document with the mayor, reeve, clerk or secretary of the municipal corporation or their respective deputies;
- (b) on a corporation incorporated or registered pursuant to any statute or regulation, in accordance with the provisions for service of that statute or regulation; or
- (c) on any other corporation or on a corporation mentioned in subrule (b) where the statute or regulation contains no provisions for service, by leaving a copy of the document with:
  - (i) any officer, director, agent or liquidator of the corporation; or
  - (ii) any clerk, manager, agent or other representative of the corporation at or in charge of any office or other place where the corporation carries on business.

**“Service on proprietorships, partnerships and other unincorporated entities**

23 Subject to the express provisions of any statute or regulation, service of a document may be made:

- (a) on a sole proprietorship, by leaving a copy of the document with the sole proprietor or any person at the principal place of business of the sole proprietorship who appears to be in control or management of the proprietorship;
- (b) on a partnership, by leaving a copy of the document with one of the partners or any person at the principal place of business of the partnership who appears to be in control or management of the partnership;
- (c) on an unincorporated association, by leaving a copy of the document with any officer of the association or any person at the office or premises of the association who appears to be in control or management of the association; or
- (d) on a board or commission, by leaving a copy of the document with any member or secretary of the board or commission.

**“Agent of corporation or unincorporated entity”**

24(1) In this rule, **“unincorporated entity”** means a sole proprietorship, partnership, unincorporated association or board or commission.

(2) If a person in Saskatchewan transacts or carries on any business for or on behalf of any corporation or unincorporated entity that has its principal place of business out of Saskatchewan, that person is deemed to be an agent of that corporation or unincorporated entity for the purposes of service until an address for service is filed by or on behalf of that corporation or unincorporated entity.

**“Service on a person having no legal capacity”**

25 Subject to the express provisions of any statute, regulation or order of the court, service of a document may be made:

- (a) on a minor, by leaving a copy of the document with:
  - (i) the minor; and
  - (ii) the father, mother, guardian or legal custodian of the minor or an adult person who has the care of the minor and with whom the minor resides;
- (b) on a dependent adult as defined in *The Public Trustee Act*, by leaving a copy of the document with:
  - (i) the dependent adult; and
  - (ii) his or her personal or property decision-maker; or
- (c) on a person who may be of unsound mind but has no personal or property decision-maker, in accordance with the terms of an order of the court authorizing service.

**“Service on a person represented by a lawyer”**

26(1) Subject to the express provisions of any statute or regulation and to subrule (2), service of a document on a person who is represented by a lawyer respecting the proceeding to which the document pertains shall be effected by service on the lawyer.

(2) This rule does not apply to a subpoena or an application for committal of a person for contempt of court.

(3) An Acknowledgment of Service in Form 3 signed by the lawyer representing the person to be served constitutes a representation that the person to be served has authorized the lawyer to accept service on his or her behalf.

(4) If the lawyer representing the person to be served respecting the proceeding to which the document to be served pertains refuses or neglects to sign and return the completed Acknowledgment of Service without delay:

- (a) the document may be served on the person who is represented by the lawyer; and
- (b) the lawyer shall personally bear all costs of service necessitated by the refusal or neglect.

**“Division 4”****“Substituted Service”****“Substituted Service”**

27(1) Where it is impractical to effect service of a document by any of the modes authorized by this Part, an *ex parte* application may be made to the court for an order:

- (a) for substituted service of the document; or
- (b) dispensing with service of the document.

(2) An application pursuant to subrule (1) may include directions for service or dispensing with service of any subsequent documents in the proceeding.

(3) An application pursuant to subrule (1) shall comply with rule 441A and shall be supported by an affidavit that sets out:

- (a) the attempts, if any, that have been made to effect service of a document by a mode authorized by this Part;
- (b) the circumstances that make it impractical to effect service by that mode;

(c) the mode of service that, in the opinion of the deponent, is likely to provide the party to be served with notice of the document; and

(d) the grounds on which an order dispensing with service of the document should be made, if that order is sought.

(4) An order for substituted service shall be served with any document to be served substitutionally.

(5) Service of a document in accordance with the terms of an order for substituted service constitutes valid service on the person served.

**“Division 5”****“Service out of Saskatchewan”****“Manner of Service”**

28(1) Service of a document outside Saskatchewan may be effected:

(a) in the manner provided by these rules for service in Saskatchewan where it is not incompatible with the law of the jurisdiction where service is made;

(b) in the manner provided by the law of the jurisdiction where service is made; or

(c) as provided in rule 29.

(2) Service of a document in the manner provided for service in Saskatchewan is deemed to be valid service unless the person served shows that the service is incompatible with the law of the jurisdiction where service is made.

**“Service pursuant to the Hague Convention”**

29(1) In this Rule:

**‘document’** means a judicial or extra-judicial document in a civil or commercial matter;

**‘Hague Convention’** means the *Convention on the Service Abroad of Judicial and Extra-judicial Documents in Civil or Commercial Matters*, signed at The Hague on November 15, 1965;

**‘state’** means a state outside of Canada that is a signatory to the Hague Convention.

(2) When a document is to be transmitted abroad for service in a state pursuant to the Hague Convention, it shall be filed with the local registrar and shall be accompanied by:

(a) a Request in Form 86;

(b) a Summary in Form 87;

(c) a translation of each document in the official language or one of the official languages of the state in which service is to be effected;

(d) a duplicate copy of each document;

(e) a request that the local registrar transmit each document and the translation in duplicate to the state in which service is to be effected; and

(f) a deposit for fees and disbursements in an amount satisfactory to the local registrar.

(3) When the local registrar receives the documents, supporting material and deposit mentioned in subrule (2), the local registrar shall forward all material to the appropriate authority for service as provided for or permitted by the Hague Convention.

(4) A Certificate in Form 88 completed and signed by the Central Authority of a state, or the designated authority for a state, is proof of service when it shows that service has been effected by:

(a) personal service; or

(b) where service cannot be made personally, by a method that is consistent with the practice and usage of the state.

(5) Where a Certificate in Form 88 is not received, judgment may be given under the conditions stated in Article 15 of the Hague Convention and in the case of urgency, the court may order any provisional or protective measures.

**“Division 6****“Effective Date of Service****“Effective date of service**

**30(1)** Notwithstanding the following subrules, service of a document by any mode where a signed Acknowledgment of Service has been received is effective on the date specified in the Acknowledgment of Service.

(2) Service of a document by any mode between 4:00 p.m. and midnight or on a Saturday, Sunday or holiday is effective on the next day that is not a Saturday, Sunday or holiday.

(3) Service of a document by registered mail is effective on the date specified in the post office confirmation of delivery to the person to be served or, if no date is specified, on the date the sender receives the confirmation of delivery.

(4) Service of a document by ordinary mail is effective on the seventh day after the document is delivered by the sender to the post office for mailing.

(5) Service of a document by fax is effective on the date of transmission.

(6) Service of a document by electronic transmission is effective on the date set out in the electronically transmitted acknowledgment of receipt or, if no date is specified, on the date the sender receives the acknowledgment of receipt.

(7) Deemed service of a document pursuant to subrule 19(5) is effective on the date the person to be served files a defence or takes any other action in the proceeding.

**“Division 7****“Proof of Service****“Acknowledgment or Certificate of Service**

**31(1)** Service of a document may be proved by filing an Acknowledgment of Service that complies with subrule 20(2).

(2) Service of a document effected by a sheriff, his or her deputy or a bailiff may be proved by filing a Certificate of Service in Form 3A that clearly identifies the document served.

(3) An Acknowledgment of Service or Certificate of Service may be endorsed on or attached to an original or true copy of the document served, except where the document served is already on the court file.

(4) No affidavit of service is required where service is proved by an Acknowledgment of Service or a Certificate of Service.

**“Affidavit of Service**

**32(1)** Subject to rule 31, service of a document shall be proved by an Affidavit of Service stating:

- (a) the mode of service;
- (b) the date, time and place the document was served;
- (c) the person who effected service; and
- (d) the person who was served.

(2) An Affidavit of Service shall be in Form 4.

(3) Where service is effected other than at the address for service of the person to be served, the deponent completing the Affidavit of Service shall state the basis of his or her information respecting the current address of the person served.

(4) An original or true copy of the document served shall be exhibited to the affidavit of service except where the document is already on the court file.

(5) The following documents shall be exhibited to the affidavit of service if they are relied on for proof of service:

- (a) a copy of a post office confirmation of delivery to the person served;
- (b) a copy of a fax confirmation; or
- (c) a hard copy of an electronically transmitted acknowledgment of receipt.

**“Service out of Saskatchewan**

**33** Where service has been effected out of Saskatchewan, proof of service may be made in the manner provided by:

- (a) these rules;
- (b) the law of the jurisdiction where service was made; or
- (c) rule 29”.

**5 In Part Four: Service out of the Jurisdiction:**

- (a) rule 31 is renumbered as rule 33A;
- (b) rule 32 is renumbered as rule 33B; and
- (c) rule 33 is renumbered as rule 33C.

**6 Rule 50 is repealed, and the following new rule 50 is substituted therefor:**

**“50(1)** A litigation guardian shall not be liable personally for costs.

(2) A litigation guardian for a minor may not receive any compensation for his or her services on behalf of the minor in the proceeding”.

**7 Subrule 53(2) is repealed and the following new subrule 53(2) is substituted therefor:**

**“53(2)** In an action to which this rule applies:

- (i) no costs shall be allowed for more than one defence for common grounds of defence; and
- (ii) a successful plaintiff shall have costs for each separate unsuccessful defence”.

**8 Rule 133 is repealed and the following new rule 133 is substituted therefor:**

**“133(1)** If it appears that the defence set up by the defendant applies only to a part of the plaintiff’s claim, or that any part of the claim is admitted, the plaintiff shall immediately have judgment for that part of the claim that the defence does not apply to, or that is admitted.

(2) The court may direct a judgment under subrule (1) to be subject to any terms as to suspending execution, payment into court, assessment of costs, or otherwise, that the court considers appropriate.

(3) The court may allow the defendant to defend as to the remainder of the plaintiff’s claim”.

**9 Rules 136 and 137 are repealed.****10 Rule 172 is repealed and the following new rule 172 is substituted therefor:**

**“172** The costs occasioned by any amendment shall in any event of the cause be borne by the party making the amendment”.

**11 Subrule 175(4) is repealed and the following new subrule 175(4) is substituted therefor:**

**“175(4)** Where the plaintiff accepts the money in satisfaction of all claims made in the action:

- (a) the defendant may assess his or her costs of the action;
- (b) the amount of those assessed costs shall be paid to the defendant out of the money; and
- (c) the balance of the money shall be paid to the plaintiff”.

**12 Subrule 176(8) is repealed and the following new subrules 176(8) and (9) are substituted therefor:**

**“176(8)** Where the plaintiff accepts the money in satisfaction of all claims in the action:

- (a) the plaintiff may assess his or her costs to the date of service with the Notice of Payment into Court; and
- (b) the defendant may assess his or her costs from the date the plaintiff was served with Notice of Payment into Court.

**“(9)** Following assessment of costs pursuant to subrule (8), the money shall be paid out to the plaintiff, after deducting the amount payable to the defendant for his or her assessed costs”.

**13 Rule 178 is repealed and the following new rule 178 is substituted therefor:**

“178 Where a plaintiff fails to obtain judgment for more than the amount paid into court:

- (a) the plaintiff shall be entitled to costs to the date of service of the Notice of Payment into Court; and
- (b) the defendant shall be entitled to double costs from the date of service of the Notice of Payment into Court to the date of judgment”.

**14 Rule 180B is repealed.**

**15 Rule 184 is repealed and the following new rule 184 is substituted therefor:**

“184(1) Where an accepted offer is silent as to costs, the plaintiff may:

- (a) assess his or her costs to the date of service with the offer to settle or the notice of acceptance, as the case may be; and
  - (b) without order, sign a judgment for those costs.
- (2) Notwithstanding subrule (1), any judgment signed under this rule may be varied by the court where:
- (a) the offer is made after the commencement of the trial; or
  - (b) the party to whom the offer is made is under a disability”.

**16 Subrule 184A(2) is repealed and the following new subrule 184A(2) is substituted therefor:**

“184A(2) Where one party to an accepted offer fails to comply with the terms of the offer, the other party shall be entitled to his or her costs from the date of the acceptance of the offer”.

**17 Subrules 184B(1) and (2) are repealed and the following new subrules 184B(1) and (2) are substituted therefor:**

“184B(1) Where a party makes an offer to settle that has not been revoked, and is successful at trial, that party shall be entitled to costs to the date of the service of the offer and double costs after that date.

“(2) Notwithstanding subrule (1), where a plaintiff makes an offer to settle that has not been revoked, and obtains a judgment less favourable than the terms of the offer to settle:

- (a) the plaintiff shall be entitled to costs to the date of the service of the offer; and
- (b) the defendant shall be entitled to double costs from the date of service of the offer to the date of judgment”.

**18 Rules 184C and 184D are repealed and the following new rule 184C is substituted therefor:**

“184C The court, in exercising its discretion as to costs, may take into account:

- (a) any offer to settle made in writing, the date the offer to settle was served and the terms of the offer; and
- (b) any offer to contribute toward a settlement of a particular claim or claims made in writing by one defendant to any other defendant jointly or jointly and severally liable to the plaintiff with respect to that claim or those claims”.

**19 Subrule 191(9) is amended by deleting the second sentence, and the following new sentence is substituted therefor:**

“The unsuccessful party to the application shall immediately pay the costs of this application”.

**20 Subrule 198(2) is repealed and the following new subrule 198(2) is substituted therefor:**

“198(2) Where the action is wholly discontinued, the costs to which the defendant is entitled under subrule (1) may be assessed on production of the notice served, and if not paid within four days from assessment, the defendant may issue execution on those costs”.

**21 Subrule 213(2) is repealed and the following new subrules 213(2) to (4) are substituted therefor:**

“213(2) The party to whom notice under subrule (1) to produce documents is given shall, within two days after service of that notice, deliver to the party giving the notice a Notice to Inspect

Documents in Form 17 stating a time, within three days from the delivery thereof, at which the documents or any of them that he or she does not object to produce may be inspected at his or her address for service.

“(3) Notwithstanding subrule (2), bankers' books or other books of account or books in constant use for the purpose of any trade or business may be produced at their usual place of custody.

“(4) On assessment of costs no allowance is to be made for any notice to produce or for inspection unless it is shown to the assessment officer that there was good and sufficient reason for giving that notice or making that inspection”.

**22 Subrule 222A(4) is repealed and the following new subrule 222A(4) is substituted therefor:**

“222A(4) The examining party is not entitled to recover the costs of the examination from another party”.

**23 Rule 232 is repealed and the following new rule 232 is substituted therefor:**

“232(1) If any one under examination objects to any question or questions put to him or her, the examiner shall take down the question or questions so put and the objection of the witness to the question or questions.

(2) The examiner shall file the questions and objections mentioned in subrule (1) with the local registrar in whose office the proceedings are pending.

(3) The court shall decide the validity of any objections”.

**24 Subrule 237(5) is repealed and the following new subrule 237(5) is substituted therefor:**

“237(5) The reporter or approved person shall for the information of the assessment officer note on every deposition the length and time occupied by the examination”.

**25 Rule 240 is repealed and the following new rule 240 is substituted therefor:**

“240 If in the opinion of the court an examination for discovery has been held unreasonably, vexatiously or at unnecessary length the costs occasioned by the examination shall be borne by the party at fault”.

**26 Subrule 242(3) is repealed and the following new subrule 242(3) is substituted therefor:**

“242(3) Where a party gives notice of non-admission within the time prescribed by subrule (1) and the document is proved at the trial, the costs of proving the document shall be paid by the party who has challenged the document”.

**27 Rule 244 is repealed and the following new rule 244 is substituted therefor:**

“244(1) Any party may, by notice in writing at any time not later than 10 days before the day fixed for trial, call upon any other party to admit for the purposes of the cause, matter or issue only, any specific fact or facts mentioned in that notice.

(2) Where a party refuses or neglects to admit the fact or facts mentioned in subrule (1) within six days after service of the notice to admit, or within any further time that may be allowed by the court, the cost of proving that fact or those facts shall be paid by the party so neglecting or refusing to admit.

(3) An admission made in pursuance of a notice to admit is deemed to be made only for the purpose of the particular cause, matter or issue, and not as an admission to be used against the party on any other occasion, or in favour of any person other than the party giving the notice”.

**28 Subrule 261(2) is repealed and the following new subrules 261(2) to (4) are substituted therefor:**

“261(2) The judge to whom the assessment of damages is referred shall, on hearing the evidence, certify the amount of damages as ascertained.

“(3) The certificate of the amount of damages shall be filed in the office of the local registrar.

“(4) On filing, any assessment of costs, entering judgment and other matters may proceed as in ordinary cases”.

**29 Subrule 284D(4) is repealed and the following new subrule 284D(4) is substituted therefor:**

“284D(4) A party who does not comply with either sub-rule (1) or sub-rule (3) shall not be entitled to any assessed costs or disbursements related to the testimony of an expert witness”.

**30 Rule 297 is repealed and the following new rule 297 is substituted therefor:**

“297 In any case under rules 295 and 296, the court has discretion to order the witness to pay any costs occasioned by his or her refusal or objection”.

**31 Subrule 306(3) is repealed.**

**32 Subrule 317(2) is repealed and the following new subrule 317(2) is substituted therefor:**

“317(2) The costs of any cross-examination under subrule (1) shall be borne by the party applying for the cross-examination”.

**33 Rule 318 is repealed and the following new rule 318 is substituted therefor:**

“318(1) Every affidavit shall be:

- (a) entitled in the cause or matter in which it is sworn, and
- (b) endorsed with the name of the deponent.

(2) Where there is more than one plaintiff or defendant in the proceeding, the style of cause on an affidavit shall state the full name of the first plaintiff or defendant respectively, and that there are other plaintiffs or defendants, as the case may be.

(3) The assessment officer shall not allow the costs occasioned by any prolixity in any such style of cause, unless it appears to him or her that the inclusion of further names was necessary”.

**34 Rule 327 is repealed and the following new rule 327 is substituted therefor:**

“327 The court may order any matter which is scandalous to be struck out from any affidavit”.

**35 Subrule 347(3) is repealed and the following new subrule 347(3) is substituted therefor:**

“347(3) If, upon the return of the motion under this rule, the judgment debtor does not appear and the judge is satisfied as to due service of the notice of motion and as to the amount still due and unpaid under the original judgment, the judge may make an order that the judgment creditor has leave to enter a new judgment for the recovery of the amount so due and costs”.

**36 Rule 382 is repealed and the following new rule 382 is substituted therefor:**

“382 No sheriff shall collect any fees, costs, poundage, or incidental expenses, after having been required to have them assessed, without assessment”.

**37 Rule 392 is repealed and the following new rule 392 is substituted therefor:**

“392 Where an action or counterclaim seeks recovery of specific property other than land, and the party from whom recovery is sought does not dispute the title of the party seeking to recover the property, but claims to retain the property by virtue of a lien or otherwise as security for any sum of money, the court may, at any time after that claim appears from the pleadings or proceedings, order:

- (a) that the party claiming to recover the property may pay into court the amount of money with respect to which the lien or security is claimed, and any further sum for interest and costs that may be directed; and
- (b) that the property claimed be given up to the party claiming it, on payment into court of the moneys and further sum mentioned in clause (a)”.

**38 Subrule 421(4) is repealed and the following new subrule 421(4) is substituted therefor:**

“421(4) The costs of an examination under this rule shall be borne by the party who examines”.

**39 Subrule 436(4) is amended by deleting the words “if a receipt from the postmaster for the letter containing such copy, and a post office receipt for such letter purporting to be signed by the defendant, are produced as exhibits” and substituting therefor the words “if a post office confirmation of delivery to the person to be served is produced as an exhibit”.**

**40 Subrule 473(3) is repealed and the following new subrule 473(3) is substituted therefor:**

“473(3) If an order is issued which under this rule is unnecessary, the assessment officer shall not allow the costs of that order”.

**41 Subrule 481(4) is repealed and the following new subrule 481(4) is substituted therefor:**

“481(4) Regardless of the outcome of the action, when a claim has been asserted that could have been, but was not, asserted under this Part, and the claimant has amended a pleading to continue the action under this Part, the claimant shall pay to the opposing party double those costs of the opposing party that:

- (a) were incurred to the date of the amendment, and
- (b) would not have been incurred if the claim had initially been asserted under this Part”.

**42 Subrule 489(4) is repealed and the following new subrule 489(4) is substituted therefor:**

“489(4) In an action in which the claim is for real or personal property, if the defendant objected to proceeding under this Part on the grounds that the property’s fair market value exceeded \$50,000 at the date the action was commenced and the court finds the value did not exceed that amount at that date, the defendant shall pay double the costs incurred by the plaintiff that would not have been incurred if the action had remained under this Part”.

**43 Rules 533 to 535 are repealed, and the following new rule 534 is substituted therefor:**

“534(1) The court may enlarge or abridge the time appointed by these rules or fixed by any order for doing any act or taking any proceeding, on any terms that the justice of the case may require.

(2) An enlargement of time may be ordered notwithstanding that the application is not made until after the expiration of the time appointed or allowed.

(3) The costs of an application to enlarge the time for doing any act or taking any proceeding shall be borne by the party making the application”.

**44 Part Forty-Six: Costs, rules 542 to 568, is repealed in its entirety, and the following new Part Forty-Six: Costs, rule 537 to 568, is substituted therefor:**

“PART FORTY SIX –  
COSTS

“Division 1

“Security for Costs

**“Security for costs in the discretion of the court**

**537** (1) Subject to the express provisions of any statute or regulation, and notwithstanding any other rule, the court

- (a) has discretion respecting security for costs; and
- (b) may order security for costs against any party to a proceeding, including a party who is ordinarily resident in Saskatchewan.

(2) The court has discretion to determine the amount and form of security for costs.

**“Where an order for security for costs may be made**

**538**(1) In exercising its discretion under rule 537, the court may consider any relevant matter, including the following factors that may support the granting of an order for security for costs:

- (a) the party is ordinarily resident outside Saskatchewan;
- (b) the party is involved in another pending proceeding for essentially the same cause;

(c) the party has failed to pay costs as ordered in the same or another proceeding;

(d) the party is:

(i) a corporation, an unincorporated entity or a nominal party; and

(ii) there is good reason to believe that the party would have insufficient assets in Canada to pay the costs of other parties to the proceeding if ordered to do so; and

(e) there is good reason to believe that:

(i) the pleadings or position of the party in the proceeding are without merit, and

(ii) the party would have insufficient assets in Canada to pay the costs of other parties to the proceeding if ordered to do so.

(2) In this rule and in rule 539, 'party' means the party against whom an order for security for costs is sought.

**“Where an order for security for costs may be denied**

539 In exercising its discretion under rule 537, the court may consider any relevant matter, including the following factors that may support the denial of an order for security for costs:

(a) the party has disclosed sufficient assets in Canada that would be available to pay the costs of other parties to the proceeding if ordered to do so;

(b) the party has demonstrated impecuniousness;

(c) there is good reason to believe that the pleadings or position of the party in the proceeding have merit; and

(d) the delay in bringing the application for security for costs has prejudiced the party.

**“Declaration of residence**

540(1) Within three days after receipt of a written demand from any other party to the proceeding, a party shall serve and file a written declaration as to where that party is ordinarily resident.

(2) The court may strike out the pleadings of a party who fails to comply with a demand under subrule (1) or may prevent such party from taking any further step in the proceeding until the demand has been complied with.

**“Application procedure**

541(1) A party may apply for an order for security for costs against another party at any time.

(2) A party applying for an order shall serve the application on all other parties to the proceeding.

(3) An application for security for costs shall be supported by an affidavit of the party applying for the order or agent of that party that:

(a) alleges the party applying for the order has a good claim or defence on the merits, as the case may be; and

(b) specifies the nature of that claim or defence.

**“Form of order**

542(1) An order for security for costs shall be in Form 542.

(2) An order for security for costs shall specify:

(a) the amount and form of the security;

(b) the time within which the security is to be given; and

(c) how and by whom the security is to be held.

(3) If the security is a bond, it shall be given to the party who has obtained the order for security for costs unless the court otherwise directs.

**“Security may be given in stages and varied**

543(1) The court may order that security for costs be given in stages as costs are incurred.

(2) On an application brought at any time, the court may increase or decrease the amount of security for costs.

**“Effect of order: stay of proceedings, default & payment out**

544(1) Unless otherwise ordered by the court, an order for security for costs stays any further steps in the proceeding by the party ordered to provide security for costs, other than an appeal of the order, until the order has been complied with.

(2) A party who complies with an order for security for costs shall immediately give notice of compliance to all other parties to the proceeding.

(3) A party who obtains an order for security for costs may apply for an order:

(a) striking out the pleadings of a party who fails to comply with the order; or

(b) where the court has ordered there should not be a stay pursuant to subrule (1), staying any further step in the proceeding until the order for security for costs has been complied with.

(4) Security for costs that has been paid into court may be paid out in accordance with the terms of a court order.

**“Division 2**

**“Awarding and Fixing of Costs by the Court**

**“A. Discretion Generally**

**“Discretion of court**

545(1) Subject to the express provisions of any statute or regulation, and notwithstanding any other rule, the court has discretion respecting the costs of and incidental to a proceeding or a step in a proceeding, and may make any direction or order respecting costs that it considers appropriate.

(2) The court in exercising its discretion as to costs may determine:

(a) by whom costs are to be paid, which may include a successful party;

(b) to whom costs are to be paid;

(c) the amount of costs;

(d) the date by which costs are to be paid; and

(e) the fund or estate or portion thereof out of which costs are to be paid.

(3) In awarding costs the court may:

(a) fix all or part of the costs with or without reference to the Tariff;

(b) award a lump sum instead of or in addition to any assessed costs;

(c) award or refuse costs in respect of a particular issue or step in a proceeding;

(d) award assessed costs up to or from a particular step in a proceeding;

(e) award all or part of the costs to be assessed as a multiple or a proportion of any column of the Tariff;

(f) award costs to one or more parties on one scale, and to another party or other parties on the same or another scale;

(g) direct whether or not any costs are to be set off;

(h) make any other order it considers appropriate.

(4) In exercising its discretion as to costs, the court may consider:

(a) the result of the proceeding;

(b) the amounts claimed and the amounts recovered;

(c) the importance of the issues;

(d) the complexity of the proceedings;

(e) the apportionment of liability;

(f) any written offer to settle, or any written offer to contribute;

(g) the conduct of any party that tended to shorten or to unnecessarily lengthen the proceeding;

(h) a party's denial of or refusal to admit anything that should have been admitted;

(i) whether any step in the proceeding was improper, vexatious or unnecessary;

(j) whether any step in the proceeding was taken through negligence, mistake or excessive caution;

(k) whether a party commenced separate proceedings for claims that should have been made in one proceeding or whether a party unnecessarily separated his or her defence from that of another party; and

(l) any other matter it considers relevant.

#### **“Time for dealing with costs**

**546(1)** The court may make a direction or order as to costs at any stage of the proceedings.

(2) Any direction or order as to costs may be made after entry of judgment unless it is inconsistent with the express provisions of the entered judgment.

#### **“Where proceeding dismissed for want of jurisdiction**

**547** Where a proceeding is dismissed for want of jurisdiction, or transferred to another state pursuant to *The Court Jurisdiction and Proceedings Transfer Act*, the court retains jurisdiction over the costs of that proceeding up to the time of the dismissal or transfer.

#### **“Directions to assessment officer**

**548** Where costs are to be assessed, the court may give directions to the assessment officer in respect of any matter referred to in these rules.

#### **“B. Discretion in Special Cases**

##### **“Costs of a litigation guardian**

**549** Where the court appoints a litigation guardian of a person under disability, the court may:

(a) direct that the costs incurred in the performance of the duties of the litigation guardian are to be paid:

(i) by the parties or one or more of the parties; or

(ii) out of any fund in court in which the person under disability has an interest; and

(b) give directions for the payment or allowance of costs that the court considers just.

##### **“Costs against a lawyer**

**550(1)** Where the court considers that a lawyer for a party has caused costs to be incurred improperly or without reasonable cause, or has caused costs to be wasted through delay, neglect or some other fault, the court may do any one or more of the following:

(a) order that the lawyer indemnify his or her client for all or part of any costs that the client has been ordered to pay to another party;

(b) order that the lawyer be personally liable for all or part of any costs that his or her client has been ordered to pay to another party;

(c) make any other order it considers appropriate.

(2) An order under subrule (1) may be made by the court on its own motion or on the motion of any party to the proceeding.

(3) No order under subrule (1) shall be made against a lawyer unless the lawyer has been given an opportunity to be heard.

(4) The court may order that notice be given to the lawyer's client in a manner specified by the court of:

(a) an order against a lawyer made under subrule (1); or

(b) a hearing pursuant to subrule (3).

#### **“C. Costs Provisions that Apply Unless Otherwise Ordered**

##### **“Costs rules apply unless court orders otherwise**

**551** Any express provision in the rules of court respecting costs, including rules 552 to 554, shall apply unless the court orders otherwise in the exercise of its discretion mentioned in subrule 545(1).

##### **“Costs follow the event**

**552(1)** The costs of a proceeding shall follow the event.

(2) Notwithstanding subrule (1), trustees, personal representatives or mortgagees who have acted reasonably in instituting, carrying on or resisting any proceedings shall retain their entitlement to costs out of a particular fund or estate.

#### **“Costs in interlocutory proceedings**

**553(1)** The costs of any interlocutory motion or application:

(a) shall follow the outcome of the motion or application;

(b) shall be assessed on the same scale as the general costs of the action or proceeding; and

(c) are not payable until final determination of the action or proceeding.

(2) No *ex parte* order shall contain any directions as to costs.

#### **“Costs on appeal**

**554(1)** The costs of an appeal, and of the proceeding appealed from, shall follow the event of the appeal.

(2) The costs of an appeal that does not finally dispose of the matter shall not be assessed or payable until the final determination of the action or proceeding in the court appealed from.

### **“Division 3**

#### **“Assessment of Costs**

##### **“A. In General**

##### **“Definitions**

**555(1)** In these rules, ‘assessment officer’ means, subject to subrule (2), the local registrar for the judicial centre in which the proceeding was commenced or, where the proceeding has been transferred to another judicial centre, the local registrar for that judicial centre.

(2) At a judicial centre where the sheriff is also the local registrar, the assessment officer for the assessment of sheriff's costs shall be a local registrar from another judicial centre.

(3) Unless the context otherwise requires, a reference in a statute or regulation:

(a) to ‘tax’, ‘taxing’, ‘taxed’ or ‘taxation’, used in connection with the costs of a proceeding, is deemed to be a reference to ‘assess’, ‘assessing’, ‘assessed’ or ‘assessment’; and

(b) to ‘taxing officer’ is deemed to be a reference to ‘assessment officer’.

##### **“How costs are to be assessed**

**556(1)** Where a party is entitled to the costs of all or part of a proceeding and the costs have not been fixed by the court, they shall be assessed in accordance with the rules in this Division and any directions given by the court.

(2) Costs shall be assessed by an assessment officer.

##### **“B. Assessment Procedure**

##### **“Time for assessment of costs**

**557** Unless provided otherwise by rule or an order of the court, costs may be assessed at any time after:

(a) the judgment or order entitling a party to costs has been entered or issued, or

(b) an action is dismissed with costs or a motion is refused with costs.

##### **“Assessment at instance of party entitled**

**558(1)** A party entitled to costs may obtain a Notice of Appointment for Assessment of Costs on filing with the assessment officer:

(a) a bill of costs; and

(b) an affidavit of disbursements, where required by subrule 563(3).

(2) A Notice of Appointment for Assessment of Costs shall be in Form 558.

(3) In every bill of costs:

(a) the lawyer's fees shall be entered in a separate column from the disbursements; and

(b) every column shall be totalled before the bill is filed with the assessment officer.

(4) The affidavit of disbursements shall:

(a) clearly set forth how the amount of any witness fees claimed is calculated;

(b) where a claim is made for a witness who was not called at trial, clearly state the nature of the evidence the witness was expected to give and the reason the witness was not called;

(c) where a claim is made for transportation, state the mode of transportation, by whom it was provided, and whether any other witness travelled in the same vehicle; and

(d) exhibit any receipts proving actual payment of the sums claimed.

(5) The Notice of Appointment for Assessment of Costs, the bill of costs, and any affidavit of disbursements shall be served on every party interested in the assessment:

(a) at least 14 days before the date fixed for the assessment; or

(b) at any earlier date that the assessment officer may direct.

(6) If a party has served or been served with a Notice of Appointment for Assessment of Costs and fails to attend, the assessment officer may proceed with the assessment in that party's absence upon proof of service of the documents mentioned in subrule (5) by or on that party.

#### **“Assessment at instance of party liable**

**559(1)** Where a party entitled to costs fails or refuses to file or serve a bill of costs for assessment within a reasonable time, any party liable to pay the costs, or any party whose costs depend on the determination of another party's costs, may obtain a Notice to Deliver a Bill of Costs for Assessment on filing proof of:

(a) a written demand for the assessment made to the party entitled to costs; and

(b) the failure or refusal to file or serve the bill of costs by the party entitled to costs.

(2) The Notice to Deliver a Bill of Costs for Assessment shall be in Form 559.

(3) The Notice to Deliver a Bill of Costs for Assessment shall be served on every party interested in the assessment at least 28 days before the date fixed for assessment.

(4) The party entitled to costs shall file and serve a copy of the bill of costs and any affidavit of disbursements on every party interested in the assessment at least 14 days before the date fixed for assessment.

(5) Where the party entitled to costs fails to file and serve a bill of costs for assessment as provided in subrule (3), the assessment officer may:

(a) assess the costs of that party;

(b) disallow any or all costs of that party; or

(c) defer the assessment of that party's costs.

(6) If a party has served or been served with a Notice to Deliver a Bill of Costs for Assessment and fails to attend, the assessment officer may proceed with the assessment in that party's absence upon proof of service of the notice by or on that party.

#### **“Power and authority of assessment officer**

**560(1)** On an assessment of costs, the assessment officer may:

(a) take evidence by affidavit or administer oaths and examine witnesses, as the assessment officer considers it to be appropriate;

(b) require production of books, papers and documents;

(c) require notice of the assessment to be given to all persons who may be interested in the assessment or in the fund or estate out of which costs are payable;

(d) give any directions and perform any duties that the assessment officer considers are necessary for the conduct of an assessment; and

(e) refer a matter requiring the court's direction to the court.

(2) Where parties are liable to pay costs to each other, the assessment officer may:

(a) adjust the costs by way of set-off;

(b) delay the allowance of costs a party is entitled to receive until that party has paid or tendered the costs that the party is liable to pay; or

(c) certify the costs to be paid by each party and direct payment of those costs.

(3) The assessment officer may award the costs of an assessment to any party and may fix those costs.

#### **“Certificate of assessment**

**561(1)** On the conclusion of an assessment of costs, the assessment officer shall certify the amount of costs assessed and allowed by:

(a) endorsing a certificate on the bill of costs filed; or

(b) filing a Certificate of Assessment of Costs.

(2) A Certificate of Assessment of Costs shall be in Form 561.

(3) If requested to do so by a party interested in the assessment, the assessment officer shall provide written reasons for the decision.

(4) Where a party specifically objects to items on the assessment before the assessment officer, the assessment officer shall note those objections in the certificate.

(5) On certification of the amount of costs as provided in subrule (1), the party entitled to costs shall notify all parties interested in the assessment of costs who did not appear at the assessment of the result of the assessment.

(6) Notice to a party under subrule (5) may be made by ordinary mail addressed to the party's last known address.

(7) Subject to a review under rule 567 and to the terms contained in the certificate or in the judgment or order under which the assessment was made, a certificate of costs is final and conclusive as to the amount of costs specified.

(8) Payment of costs in the amount certified by the assessment officer may be enforced in the same manner as a judgment of the court.

#### **“Assessment procedure in certain cases**

**562(1)** Where a proceeding is settled on the basis that any party is to pay or recover costs and the amount of costs is not determined by the settlement, then on the filing of a consent signed by the party agreeing to pay the costs, the costs shall be assessed on application of any party as provided in this Division.

(2) On signing a default judgment the local registrar may, without an appointment, fix the costs to which the plaintiff is entitled against the defendant in default and certify the costs by entering the amount allowed on the judgment.

(3) Where a bill of costs is consented to by a lawyer on behalf of the party liable to pay the costs, the assessment officer may, without an appointment and without further consideration, certify the costs by endorsing the bill of costs.

#### **“C. Assessment of Party and Party Costs**

##### **“Assessment in accordance with Tariff**

**563(1)** Where costs are to be assessed, the assessment officer shall assess and allow:

(a) fees in accordance with the appropriate column of the applicable table in Tariff Schedule I, together with all necessary and proper disbursements;

(b) disbursements for fees paid to the court as prescribed by regulation and set out in Tariff Schedule II, VI or VII, as may be applicable;

(c) disbursements for fees paid to sheriffs as prescribed by regulation and set out in Tariff Schedule III, VI or VII, as may be applicable;

(d) disbursements for fees paid to witnesses, interpreters, and parties appearing as witnesses on examination for discovery or cross-examination on an affidavit in accordance with Tariff Schedule IV "A";

(e) disbursements for fees paid to jurors as prescribed by regulation and set out in Tariff Schedule IV "B";

(f) disbursements for fees paid to court reporters as prescribed by regulation and set out in Tariff Schedule V.

(2) No fees, disbursements or charges other than those set out in subrule (1), and no variation in the amounts set out in the tariff referred to in subrule (1)(d), shall be assessed or allowed unless the court orders otherwise:

(a) on the determination of the proceeding; or

(b) on an application to the trial judge made on notice to the other parties.

(3) No disbursements other than fees paid to the court shall be assessed or allowed unless it is established by affidavit that the disbursement was made or that the party is liable for the disbursement.

(4) Where tax is payable by a party in respect of legal services or disbursements, the assessment officer shall allow an additional amount equal to the tax payable on the legal services or disbursements as assessed.

#### **"Assessment of fees in accordance with Tariff**

**564(1)** The assessment of fees pursuant to clause 563(1)(a):

(a) shall be in the discretion of the assessment officer; and

(b) shall be assessed according to the appropriate column of the applicable table of Tariff Schedule I, depending on the amount involved.

(2) The amount involved shall be determined:

(a) as against the plaintiff, by the amount claimed; or

(b) as against the defendant, by the amount of the judgment.

(3) Where relief other than or in addition to the payment of money is given by a judgment or order, or where judgment is given for a defendant in a proceeding in which relief other than or in addition to the payment of money is sought, fees shall be assessed according to the higher of:

(a) column 3 of Tariff Schedule I "B"; or

(b) the column that would apply if the non-monetary relief had not been given or sought.

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

(5) Where the amount involved is as set out in the third and fourth columns of Tariff Schedule I "B", the assessment officer may allow the lawyer for the party entitled to costs increased fees as may be just and reasonable, in an amount up to double that set out in the appropriate column.

(6) Where steps taken by a lawyer have expedited the proceedings, saved costs or settled the proceeding, the assessment officer in his or her discretion may make an allowance therefor.

(7) Notwithstanding subrule 563 (2), where a lawyer has performed services which are not provided for by the tariff, either expressly or by necessary implication, the assessment officer may give such allowance for that service as the assessment officer considers is fair and reasonable.

(8) Where the assessment officer has exercised his or her discretion to give an allowance pursuant to subrules (5), (6) or (7), an application to review the assessment of costs may be made pursuant to rule 567.

#### **"Solicitor and client costs**

**565** Where the court awards costs as between solicitor and client, such costs shall be assessed by the judge awarding the costs.

#### **"Factors to be considered on assessment**

**566(1)** In assessing costs, an assessment officer is bound by any direction given by the court.

(2) Unless otherwise ordered by the court, in assessing costs the assessment officer is bound by any express provision in the rules of court respecting costs.

(3) In assessing costs, the assessment officer shall allow those fees and disbursements that the assessment officer considers were proper or reasonably necessary to conduct the proceeding.

(4) In exercising his or her discretion under this Division, the assessment officer shall consider all of the circumstances, including the factors referred to in subrule 545(4).

#### **"D. Review of Assessment**

##### **"Review of assessment**

**567(1)** A person with a pecuniary interest in the result of an assessment of costs who is dissatisfied with an assessment may apply to the court for a review of the assessment of costs.

(2) An application pursuant to this rule shall be made within 14 days after the date of the assessment.

(3) A review of the assessment of costs:

(a) shall be limited to items that have been objected to before the assessment officer; and

(b) may include items in which the assessment officer exercised discretion.

(4) An application for review of an assessment of costs shall be brought by filing a Notice of Motion for review and serving it on every other party.

(5) A Notice of Motion for review shall specify any item objected to and the grounds of the objection.

(6) Unless the court otherwise orders, a review of assessment of costs shall be:

(a) limited to the items and grounds specified in the Notice of Motion; and

(b) heard on the evidence presented before the assessment officer.

(7) On a review of an assessment of costs, the court may:

(a) review any discretion exercised by the assessment officer; and

(b) grant such order, including the costs of review and assessment, that the court considers just.

#### **"E. Assessment under *The Legal Profession Act, 1990***

##### **"Assessment of lawyer's bill of costs**

**568** On the assessment of a lawyer's bill of costs pursuant to *The Legal Profession Act, 1990*:

(a) the assessment officer in exercising his or her discretion to determine a fair and reasonable amount shall consider the factors set out in item 1 in the *Commentary to Chapter XI: Fees of the Code of Professional Conduct*; and

(b) the rules in this Division apply except where they are inconsistent with that Act".

#### **45 Subrules 578(1) and (2) are repealed and the following new subrules 578(1) and (2) are substituted therefor:**

**"578(1)** In any case where a needy person recovers judgment:

(a) the court may order costs to be paid by the opposite party;

(b) the costs under clause (a) shall be assessed as in an ordinary action;

(c) the assessment officer shall assess and allow all customary disbursements for court fees, court reporter's fees, sheriff's fees or any other fee or charge under any statute in force in Saskatchewan that would be necessarily incurred in the conduct of the proceedings, otherwise than under this part, as if those costs had been disbursed; and

(d) in the event of recovery of the amounts referred to in clause (c) under such judgment the amounts or *pro rata* shares of the amounts shall, on the judgment being made, be paid to the persons entitled to them.

“(2) In the event of a needy person recovering on a judgment against any other party or parties to the proceedings:

(a) the conducting solicitor is entitled to his or her assessed solicitor's fees and disbursements out of the moneys so recovered; and

(b) where the needy person recovers any real or personal property, the court may grant a charging order in favour of the conducting solicitor for the assessed amount”.

**46 Subrules 603(5) and (6) are repealed and the following new subrules 603(5) and (6) are substituted therefor:**

“603(5) Where an affidavit contains material that is irrelevant or that may delay the trial or make it difficult to have a fair trial, or that is unnecessary or an abuse of the court process, the court may, on motion by a party or on its own motion:

(a) strike out all or part of that affidavit; and

(b) award double costs against the party filing the affidavit.

“(6) Where an affidavit or part of an affidavit has been struck under this rule, an opposing party who has filed an affidavit in response to the offending material may be awarded double costs of filing that affidavit”.

**47 Subrule 606(6) is repealed and the following new subrule 606(6) is substituted therefor:**

“606(6) The costs of an application for judgment in an uncontested family law proceeding shall be assessed as a complex *ex parte* application”.

**48 Subrule 667(2) is repealed and the following new subrule 667(2) is substituted therefor:**

“667(2) The Attorney General or his designate:

(a) shall be served in any case where he would appear to have an interest, and

(b) may be served by registered mail”.

**49 Part Fifty-Four: Hague Convention on Service Abroad, rules 686 to 687, is repealed in its entirety.**

**50 The forms are amended in the following manner:**

(a) In Form No. 2, the address for service to be shown on the last page of the claim shall be deleted and the following shall be substituted therefor:

“(TO BE SHOWN ON THE LAST PAGE OF THE CLAIM)

This document was delivered by (*firm name*) and the address for service is:(*address of legal firm*)

Lawyer in charge of file: Telephone: (*number*)

Fax: (*number, if any*) E-mail address:(*if any*)

(Or, where plaintiff sues in person:)

This document was delivered by (*plaintiff*) (Where address for service differs, add: of (*business or residence address*) ) and the address for service is:

Telephone: (*number*)

Fax: (*number, if any*) E-mail address:(*if any*)”.

(b) Forms No. 2.2: Certificate of Service; No. 3: Affidavit of Service; No. 4: Certificate of Service, and No. 4A: Certificate of Service shall be repealed, and the following new forms No. 3, No. 3A and No.4 shall be substituted therefor:

**“Form No. 3**

**ACKNOWLEDGEMENT OF SERVICE**

You are asked to fill out and sign this form without delay, and to mail it in the accompanying postage prepaid envelope addressed to (*name of party or lawyer effecting service*) or to return it by fax to (*name and fax number of party or lawyer effecting service*). If you do not return this signed and completed Acknowledgement of Service without delay, you may not receive notice of any further proceedings or any documents may be personally served on you and you will be required to pay the costs of service.

I ACKNOWLEDGE SERVICE on me of a copy of the following document(s):

(*list documents by title and date*)

Signature \_\_\_\_\_ Date of Service \_\_\_\_\_

My name is: (full legal name) \_\_\_\_\_

My address for service is: (address in Saskatchewan where court documents may be mailed to or left for you) \_\_\_\_\_

My telephone number is: \_\_\_\_\_

My fax number is: (*Optional*) \_\_\_\_\_

My e-mail address is: (*Optional*) \_\_\_\_\_

**NOTICE:**

(1) YOU MUST INCLUDE AN ADDRESS IN SASKATCHEWAN WHERE DOCUMENTS MAY BE MAILED TO OR LEFT FOR YOU IF YOU WISH TO RECEIVE NOTICE OF SUBSEQUENT PROCEEDINGS IN THIS MATTER.

(2) It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on you by fax or electronic transmission.

(3) The address, fax number or e-mail address that you give on this form will be used to serve you with documents until you serve on the other parties and file with the court written notice of a new address for service.

(Where this form is to be signed by a lawyer or authorized person on behalf of a corporation, unincorporated entity, minor, or dependent adult, it shall be adapted accordingly.)”.

**“Form No. 3A**

**CERTIFICATE OF SERVICE**

I, (*name of sheriff, deputy sheriff or sheriff's bailiff*)

certify that on (*date*)

I served (*name of person served*)

at (*address where service effected*)

with a true copy of the attached document(s) or with a true copy of (*describe the document(s) by title and date*), an original or true copy being part of the court file herein.

I effected service personally or by registered mail and the post office confirmation of delivery to the addressee was signed (*or returned*) on (*date*) (*or as the case may be*)

Dated, *etc.*

(*Signature*)”.

**“Form No. 4**

**AFFIDAVIT OF SERVICE**

I, (*name*), of (*address*), MAKE OATH AND SAY (or AFFIRM):

(**Service on party personally**)

1 On (*date*), at (*time*), I served (*identify person served*) with the (*identify document served by name and date*) attached as Exhibit “A” (*or an original or true copy of which was filed in court on (date)*) by leaving a copy with her (*or him*) at (*address where service was made*).

(Where the rules provide for service on a corporation, etc. by leaving a copy of the document with another person, substitute: by leaving a copy with (identify person by name and title) at (address where service was made).)

2 I was able to identify the person by means of (state the means by which the person's identity was ascertained).

**(Service by leaving at the address for service)**

1 On (date), at (time), I served (identify party or lawyer, if lawyer add: the lawyer for the (identify party)), with the (identify document served by name and date) attached as Exhibit "A" (or an original or true copy of which was filed in court on (date))

(select the appropriate clause)

by leaving a copy with (name of party or lawyer served) at the address for service, (address).

Or by leaving a copy with an adult person (insert name if known), who was present at the address for service, (address).

(Add: 2. I ascertained that the person was an adult person who was an employee (or agent or representative or household member) of (identify person served) by: (insert the grounds for believing that the person documents were left with appeared to be an adult person who was an employee, agent, representative or household member of the person to be served)

(Or, where lawyer served) by leaving a copy with (name of employee), an employee in the lawyer's office, at (address)

Or by leaving a copy in a mail receptacle at the address for service, (address), no adult person being present at that address to receive the document (if a business address, continue: during regular office hours).

(If applicable add: 2. Before serving the documents in this way, I made an unsuccessful attempt to serve (identify person) at the same address on (date)).

Or by sending a copy with (name of courier service), a courier, for delivery to the address for service, (address).

(Add: 2. Attached as Exhibit "B" is a copy of the courier's receipt bearing a signature that purports to be the signature of (identify person) and dated (date). Or where no courier's receipt bearing signature and date: 2. In the normal course of business a document sent by this courier would be delivered on (date) at (time).)

(Note: this paragraph should only be used where delivery is made by a courier service. Where the courier is any adult person other than a person operating or employed by a courier service, the person delivering the document should take the affidavit.)

**(Service by mail)**

1 On (date), I served (identify person, party or lawyer, if lawyer add: the lawyer for the (identify party)) with the (identify document served), attached as Exhibit "A" (or an original or true copy of which was filed in court on (date)), by sending a copy by ordinary mail (or by registered mail) to (full mailing address), the address for service provided by (identify party or person) (or, where no such address has been provided: the last known address of (identify party or person).)

(If served at an address other than address for service, provide basis for belief that the address served at is the party's address)

2 (Where served by registered mail) On (date), I received the post office confirmation of delivery to the addressee, attached as Exhibit "B", showing confirmation of a signature purporting to be the signature of (identify person) and dated (insert date).

**(Service by fax or electronic transmission)**

1 On (date), at (time), I served (identify party or lawyer, if lawyer add: the lawyer for the (identify party)) with the (identify document served) attached as Exhibit "A" (or an original or true copy of which was filed in court on (date)), by sending a copy by fax (or electronic transmission) to (fax number or electronic transmission address) to (name of party or lawyer).

2 Attached as Exhibit "B" is the confirmation of fax transmission (or a hard copy of the electronically transmitted acknowledgment of receipt, received by me on (date)).

SWORN, etc."

**(c) Form No. 50: Order for Security for Costs is repealed.**

**(d) Form No. 53: Affidavit of Service in Actions Under Mortgages or Agreements for Sale of Land amended by deleting the paragraph numbered as 2, and the following new paragraph 2 shall be substituted therefor:**

"2 Attached hereto and marked exhibit "B" is the post office confirmation of delivery to the defendant, showing confirmation of a signature purporting to be the signature of (identify person) and dated (insert date)".

**(e) The following new forms No. 542, No. 558, No. 559 and No. 561 are inserted in the forms immediately before form No. 589:**

**"No. 542**

**ORDER FOR SECURITY FOR COSTS**

Upon the application of [name of party applying for security], and upon hearing \_\_\_\_\_ and upon reading \_\_\_\_\_ [here set forth all the material used on the application] all filed:

IT IS ORDERED that [name of party to furnish security] furnish to [name of party applying for security] security for costs:

(a) in the amount of \$ \_\_\_\_\_ by \_\_\_\_\_ [cash, certified cheque, or as the case may be];

(b) within \_\_\_\_\_ days after service of this order on the party ordered to furnish security;

(c) by delivering it to [the party applying for security] to be held in trust [or by paying it into court or as the case may be]

AND IT IS ORDERED that until the security required by this order has been furnished, any further step in this proceeding by the party ordered to furnish security for costs, other than an appeal of this order, is stayed. [Or as the court otherwise orders.]

AND IT IS ORDERED that the costs of and incidental to this application are payable by [name of party to furnish security] to [name of party applying for security]. These costs shall be assessed on the same scale as the general costs of the action, and are not payable until the final determination of the action. [Or as the court otherwise orders.]

\_\_\_\_\_  
(Local) Registrar.

**NOTICE TO THE PARTY ORDERED TO FURNISH SECURITY:**

1 Upon furnishing the security required by this order, you shall immediately give notice of compliance with the order to all parties to the proceeding.

2 If you default in furnishing the security ordered by the court, the party who obtained this order may apply to strike out your pleadings or [in a case where a stay is not part of this order] for an order preventing you from taking any further step in this proceeding until this order has been complied with".

**"No. 558**

**NOTICE OF APPOINTMENT FOR ASSESSMENT OF COSTS TO THE PARTIES**

I HAVE MADE AN APPOINTMENT to assess the costs of (identify party) on (day), (date), at (time), at (address).

The applicant is entitled to costs pursuant to (specify order, judgment, rule or statutory provision entitling the applicant to costs)

Attached to this notice is a copy of the bill of costs to be assessed and (where applicable) an affidavit of disbursements.

If you have been served with this notice and fail to attend, the assessment officer may proceed with the assessment in your absence. Date

\_\_\_\_\_  
Assessment officer.

TO (Name and address of lawyer or party on whom notice is served)".

**“No. 559****NOTICE TO DELIVER A BILL OF COSTS FOR ASSESSMENT TO THE PARTIES**

I HAVE MADE AN APPOINTMENT, at the request of (*identify party who obtained appointment*) to assess the costs of (*identify party entitled to costs and what costs are to be assessed*) on (*day*), (*date*), at (*time*), at (*address*).

TO (*identify party entitled to costs*)

You are entitled to costs pursuant to (*specify order, judgment, rule or statutory provision entitling the party to costs*)

YOU ARE REQUIRED to file your bill of costs, and any affidavit of disbursements, with the court and to serve your bill of costs on every party interested in the assessment at least 14 days before the above date.

If you fail to file and serve a bill of costs as provided above, your costs may be assessed in your absence, or any or all of your costs may be disallowed, or the assessment of your costs may be deferred.

Date

\_\_\_\_\_  
Assessment officer.

TO (*Name and address of lawyer or party on whom notice is served*”).

**“No. 561****CERTIFICATE OF ASSESSMENT OF COSTS**

I CERTIFY that I have assessed the party and party costs of (*identify party entitled to costs*) in this proceeding (*or as may be*) under the authority of (*specify order, judgment, rule or statutory provision*), and I ALLOW THE SUM OF \$

to be paid by (*identify party liable to pay costs*).

(*Note here any items to which a party has specifically objected, identifying the party and the objection made.*)

(*Where the assessment officer has provided written reasons, they may be included here.*)

Date

\_\_\_\_\_  
Assessment officer”.

**CERTIFICATE**

I, W. FRANK GEREIN, Chief Justice of Her Majesty’s Court of Queen’s Bench for Saskatchewan, certify that these rules were made by a majority of the 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 Regina, Saskatchewan, November 15, 2002.

W. Frank Gerein, C.J.Q.B.

Certified a True Copy

J.L. Kernaghan, Registrar,  
Court of Queen’s Bench.

13/20

**COURT OF QUEEN’S BENCH AMENDMENTS****Under *The Court Jurisdiction and Proceedings Transfer Act***

The Rules of the Court of Queen’s Bench for Saskatchewan are amended, effective the date *The Court Jurisdiction and Proceedings Transfer Act* is proclaimed in force, in the manner set out below:

**1 Part 4: Service Out of the Jurisdiction, rules 33A to 33C, is repealed in its entirety.**

**2 Rule 99 is repealed, and the following new rule 99 is substituted therefor:**

“99(1) A defendant may apply to the court, within the time limited for delivery of a defence and before delivering the same, to object to the jurisdiction of the court, and such application shall not be deemed to be a submission to the jurisdiction of the Court.

(2) On an application made pursuant to this rule, the court may make any order it considers just, including an order requesting transfer of the proceeding pursuant to *The Court Jurisdiction and Proceedings Transfer Act*.

(3) Where an application is made pursuant to this rule, the plaintiff shall take no further step in the proceeding against the applicant, except with leave of the court, until five days after the application has been concluded”.

**3 The following new Part 19: Transfer of Proceeding is inserted in the rules immediately following rule 199:**

**“PART 19****TRANSFER OF PROCEEDING****“Application of Rules**

**200** This Part applies to proceedings pursuant to *The Court Jurisdiction and Proceedings Transfer Act*.

**“Transfer of Proceeding to a Court Outside Saskatchewan**

**201(1)** An order requesting a court outside Saskatchewan to accept a transfer of a proceeding may be made:

- (a) on application of a party to the proceeding, including on application of a defendant made pursuant to rule 99; or
- (b) on the court’s own motion.

(2) The local registrar shall forward to the receiving court outside Saskatchewan certified copies of:

- (a) an order requesting transfer to that court; and
- (b) the portions of the record directed by the Court to be sent in support of the order.

**“Transfer of Proceeding to Saskatchewan**

**202(1)** On the filing of a request made by a court outside Saskatchewan to transfer a proceeding to the court in Saskatchewan, the local registrar shall serve the parties to the proceeding in the transferring court, by ordinary mail, with:

- (a) a Notice of Request for Transfer in Form 202A; and
- (b) a copy of the documents received from the transferring court.

(2) Within 30 days of service of the Notice of Request for Transfer, any party to the proceeding brought in the transferring court may apply by Notice of Motion for an order accepting or refusing the transfer of the proceeding, and such application shall not be deemed to be a submission to the jurisdiction of the Court.

(3) Where no application pursuant to subrule (2) is brought within the time provided, the local registrar shall place the documents received from the transferring court before a judge for an order accepting or refusing the transfer of the proceeding.

(4) On receipt of further material from the transferring court, the local registrar shall serve the parties by ordinary mail with:

- (a) a copy of the documents received from the transferring court; and
- (b) a Notice of Receipt of Further Material in Form 202B.

(5) An order accepting or refusing a transfer of a proceeding shall be in Form 202C, and the local registrar shall forward a certified copy of the order to the court outside Saskatchewan that requested the transfer.

**“Parties to be Notified**

**203** Where any order is made pursuant to the *Act* in the absence of the parties, the local registrar shall, immediately upon decision being given, notify the parties to the proceeding”.

**4 The forms are amended by inserting the following new forms No. 202A, No. 202B and No. 202C immediately following form No. 125:**

**“No. 202A**

**NOTICE OF REQUEST FOR TRANSFER OF PROCEEDING TO:**

TAKE NOTICE that a request for transfer of proceeding made by (*name of court*) at (*address in full*) was filed in the Court of Queen’s Bench for Saskatchewan at (*address in full*) on (*date*). The material forwarded by the court that requested the transfer of proceeding has been served on you together with this notice.

FURTHER TAKE NOTICE that within 30 days of the service of this Notice on you, you may apply by Notice of Motion for an order accepting or refusing the transfer of the proceeding and such application shall not be deemed to be a submission to the jurisdiction of the Court.

FURTHER TAKE NOTICE that if no party brings a motion within the time provided, the court may make an order accepting or refusing the transfer of the proceeding in the absence of the parties.

Dated, *etc.*

\_\_\_\_\_  
(Local) Registrar”.

**“No. 202B**

**NOTICE OF RECEIPT OF FURTHER MATERIAL**

**TO:**

TAKE NOTICE that further material has been received by this court respecting the request for transfer of proceeding made by the (*name of court that made the request*) at (*address in full*). A copy of the further material has been served on you together with this notice.

FURTHER TAKE NOTICE that (*date*), at (*time*) at (*court house address*) is appointed as the time and place for further consideration of the application for acceptance (*or refusal*) of the request for transfer of proceeding. (*Include this paragraph where an application to accept or refuse the transfer has been adjourned in order to request further materials or modification of the transfer order*)

*Or* FURTHER TAKE NOTICE if no party applies by Notice of Motion for an order accepting or refusing the transfer of the proceeding within 30 days of service of this Notice, the court may make an order accepting or refusing the transfer of the proceeding in the absence of the parties. (*Include this paragraph where the court had been considering the request for transfer in the absence of an application by a party.*)

Dated, *etc.*

\_\_\_\_\_  
(Local) Registrar”.

**“No. 202C**

**ORDER ACCEPTING OR REFUSING TRANSFER**

Before \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

A request was made by (*name of court*) at (*address in full*) for the transfer of a proceeding to the Court of Queen’s Bench for Saskatchewan. A Notice of Request for Transfer of Proceeding was served on the parties to the proceeding in the transferring court.

Upon the application of (*name of party*) that this court accept (*or refuse*) the transfer of the proceeding (*Or* Upon the motion of the court);

IT IS ORDERED that the transfer (*select appropriate phrase*)  
be accepted

*or* be refused for the following reasons:

neither the Court of Queen’s Bench for Saskatchewan nor (*the name of the court requesting transfer*) has territorial competence in the proceeding

*or* the Court of Queen’s Bench for Saskatchewan lacks subject-matter competence in the proceeding

*or* although the Court of Queen’s Bench for Saskatchewan (*or* the transferring court) has territorial competence and the Court of Queen’s Bench for Saskatchewan has subject matter competence in the proceeding, the transfer is refused for the following reasons: (*set out reasons*)

*or* the following condition precedent to the transfer of the proceeding imposed by (*the name of the court requesting transfer*) has not been fulfilled: (*set out condition*)

(*Where transfer refused*) AND IT IS FURTHER ORDERED that the proceeding be returned to (*the name of the court requesting transfer*).  
ISSUED, *etc.*

(L.S.)

\_\_\_\_\_  
(Local) Registrar”.

**CERTIFICATE**

I, W. FRANK GEREIN, Chief Justice of Her Majesty’s Court of Queen’s Bench for Saskatchewan, certify that these rules were made by a majority of the 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 Regina, Saskatchewan, November 15, 2002.

W. Frank Gerein, C.J.Q.B.

Certified a True Copy

J.L. Kernaghan, Registrar,  
Court of Queen’s Bench.

13/20

**COURT OF QUEEN’S BENCH AMENDMENTS**

**Under *The Enforcement of Canadian Judgments Act, 2002***

The Rules of the Court of Queen’s Bench for Saskatchewan are amended, effective the date *The Enforcement of Canadian Judgments Act, 2002* is proclaimed in force, in the manner set out below:

**1 Rule 349 is repealed and the following new rule 349 is substituted therefor:**

“349(1) These rules shall apply to all proceedings taken under statutory provisions for registration of judgments or orders made outside Saskatchewan in the Court of Queen’s Bench for Saskatchewan, including:

- (a) *The Enforcement of Canadian Judgments Act, 2002;*
- (b) *The Reciprocal Enforcement of Judgments Act;* and
- (c) *The Judgments Extension Act.*

(3) The fees and costs payable for services rendered shall be such as are provided for similar services in the tariff of costs”.

**CERTIFICATE**

I, W. FRANK GEREIN, Chief Justice of Her Majesty’s Court of Queen’s Bench for Saskatchewan, certify that these rules were made by a majority of the 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 Regina, Saskatchewan, November 15, 2002.

W. Frank Gerein, C.J.Q.B.

Certified a True Copy

J.L. Kernaghan, Registrar,  
Court of Queen’s Bench.

13/20

## COURT OF QUEEN'S BENCH AMENDMENTS

The Rules of the Court of Queen's Bench for Saskatchewan are amended, effective the 1<sup>st</sup> day of January, 2003, in the manner set out below:

**1 Subrule 11(5) is amended by deleting the words "address information" and substituting the words "address for service".**

**2 Subrule 12(4) is amended by deleting the phrase ", and service thereof shall be deemed to have been effected five days after the day of mailing".**

**3 Rule 12A is amended by deleting the phrase ", and service of the document shall be deemed to have been effected five days after the day of mailing".**

**4 Clause 13(2)(c) is amended by deleting the words "address information" and substituting the words "address for service".**

**5(1) Clause 107E(1)(a) is amended by deleting the words "address information" and substituting the words "an address for service".**

**(2) Clause 107E(2)(a) is amended by deleting the words "address information" and substituting the words "an address for service".**

**6 Rule 248 is amended by deleting the second sentence in its entirety, as follows: "An affidavit of the solicitor, or his clerk of the service of any notice to produce and of the time when it was served shall, in all cases, be sufficient evidence of the service of the notice and of the time when it was served." is deleted.**

**7(1) Clause 594(1)(b) is repealed and the following new clause 594(1)(b) is substituted therefor:**

"(b) where the document is not a petition for divorce, by leaving a copy with the lawyer of the person required to be served, but only if the lawyer signs an Acknowledgment of Service in Form 3".

**(2) Subrule 594 (7) is repealed.**

**8 Subrule 595(4) is repealed and the following new subrule 595(4) is substituted therefor:**

"(4) An Acknowledgment of Service in Form 3, signed by the person to be served and returned to the party effecting service, may be filed as proof of service".

## CERTIFICATE

I, W. FRANK GEREIN, Chief Justice of Her Majesty's Court of Queen's Bench for Saskatchewan, certify that these rules were made by a majority of the 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 Regina, Saskatchewan, November 20, 2002.

W. Frank Gerein, C.J.Q.B.

Certified a True Copy

J.L. Kernaghan, Registrar,  
Court of Queen's Bench.

13/20

## COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

PRACTICE DIRECTIVE NO. 15 –  
CANCELLATION OF PRACTISE DIRECTIVES

(Effective: January 1, 2003)

Practise Directives 6 and 11 are cancelled. The provisions of these amendments have been superceded by amendments to the *Rules of Court*.

This Practise Directive is issued on the authority of the Chief Justice of the Court of Queen's Bench.

Jan L. Kernaghan, Registrar,  
Court of Queen's Bench.

13/20

LEGISLATIVE ASSEMBLY OF THE  
PROVINCE OF SASKATCHEWANRules Relating to  
Petitions and Private Bills

The Rules of the Legislature with regard to the time for filing Petitions and Private Bills with the Clerk and other matters relating thereto can be obtained at any time by those interested, on application to:

Gwenn Ronyk,  
Clerk of the Legislative Assembly,  
Room 239, Legislative Building,  
Regina, Sask. S4S 0B3.

\* For further information regarding the Private Members' Bills Committee, visit the Committees pages of the Legislative Assembly Web site at [www.legassembly.sk.ca](http://www.legassembly.sk.ca).

## NOTICE TO ADVERTISERS

**PLEASE NOTE:** The deadline for submissions to *The Saskatchewan Gazette* is noon on the Thursday previous to the week of publication. If a holiday occurs within the week of publication, the deadline is set back to noon of the previous Wednesday. Please allow yourself at least one full week to ensure mail delivery of Gazette submissions. Publication of any material received late will be delayed until the following week's issue.

All material for publication in *The Saskatchewan Gazette* must be submitted on disk (WordPerfect or Word) or hard copy to the Office of the Queen's Printer, Saskatchewan Justice, 1871 Smith St., Regina SK S4P 3V7, tel. (306) 787-6022, or via E-mail: [ftthunder@justice.gov.sk.ca](mailto:ftthunder@justice.gov.sk.ca).

Each document or disk must be complete in the form required for publication and must be separate from the covering letter. Signatures on all documents must be typewritten or clearly printed immediately below the written signatures.