AUTOMATED FAMILY COURT ORDER

STANDARD CLAUSES

VERSION 4

May 2012

INDEX

DISCRETIONARY RECALCULATION PROVISIONS
HB-1   Release to obtain information and/or documents (with sub-clauses)

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NOTE TO USERS

USE OF BRACKETS

PRESENT USE

The present use of all brackets demands that the user fill in the areas with the relevant information.

[ ]	Square Brackets	Indicates a choice to be made from information in Registry: Examples: - [specify Party Name] - [Judge]

[...]	Square Brackets with ellipsis (not in use at this time)	Indicates a choice to be made numerous times from information in Registry: Example of future use: - [specify Child Name/Birthdate…] in the case of more than one child.

( )	Round Brackets	Indicates a choice to be made from a list: Examples: - (is/are) - (his/her) - (sworn/affirmed) - (by teleconference;/by video;/blank) - "blank" confirms you don't need the option(s) It can also indicate a choice to use the singular or plural of a word: Examples: - Lawyer(s) - number(s) - paragraph(s)

{ }	Curved Brackets	Indicates a free form text where a person can supply additional information not found in Registry or file: Examples: - {specify conditions} - {specify assets} - {insert full legal description} It can also indicate an area of the clause which may be ignored entirely if not appropriate to the case: Examples: - {(and/blank) {name of school} where {specify Child(ren)'s Name(s)/Birthdate(s)} (is/are) in attendance} - {subject to the following conditions: specify}

AUTOMATED FAMILY COURT ORDER

STANDARD CLAUSES

A. PREAMBLE

DATE AND PLACE OF HEARING

AA-1[1]   This matter having proceeded at [specify Queen's Bench Court Complex and address in full including postal code] (at the request of /blank) {specify at whose request and/or hearing date(s)};

AA-2   [Specify Party Name] having been served with notice of possible licence suspension pursuant to *The Highway Traffic Act,* and requesting that payment of support arrears be determined by this Court, this matter proceeded at [specify Queen's Bench Court Complex and address in full including postal code] on [Date];

AA-3   This matter having proceeded at 408 York Avenue, Winnipeg, Manitoba, R3C 0P9, at the request of the Designated Officer of the Maintenance Enforcement Program on [Date] {specify additional information when necessary such as additional court appearances or court dispositions};

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[1]   Definition of "matter" - Any judicial matter or proceeding entered on the records of a court, and to be proved by the production of such record, such as trials, motions, applications, affidavit divorces, pre-trials, teleconferences, case conferences, support enforcement hearings, etc.

AA-4   This matter, being a (support/support variation) application made by

        [Specify Party Name] of {specify province, state, country, etc.},

        proceeded at [specify Queen's Bench Court Complex and address in full

        including postal code] on [Date];

PREVIOUSLY DIVORCED

AB-1[2]   [Specify Party Name] and [specify Party Name] having been divorced by

        Divorce Judgment pronounced [Date];

REQUEST TO VARY (OR PROVISIONALLY VARY)

AC-1[3]   This matter being a request for variation of the {specify name of Order}

        pronounced [Date] by {specify Judge} (which has been subsequently

        varied by the/blank) {{specify name of Order} pronounced [Date] by

        {specify Judge} and by the … continue as required};

AC-2   This matter being a request for a Provisional Variation Order

        provisionally varying the {specify name of Order} pronounced [Date] by

        {specify Judge};

---

[2]   For use in an Order from a Divorce hearing only.
[3]   Where a party is seeking to vary a child support order within 30 days of being notified of a
        Recalculated Child Support Order, Clauses AC-3 and AC-4 must be used after Clause AC-1.
        The first order referred to in Clause AC-1 will be the original child support order.
        If a party is seeking to vary a child support order within 30 days of being notified of a
        Recalculated Child Support Order and the original child support order was previously
        recalculated (and that/those recalculated child support amount(s) came into effect), then Clause
        AC-5 should be used and followed by Clauses AC-3 and AC-4.

AC-3   Subsection (39.1(5) of *The Family Maintenance Act*/25.1(4) of the *Divorce Act)* applies to this request for variation and gives a party who does not agree with the amount of support as recalculated the right to apply to vary, rescind or suspend child support within 30 days of both parties being notified of the recalculation;

AC-4   On [Date], [specify Support Determination Officer], Support Determination Officer, pronounced a Recalculated Child Support Order recalculating child support payments in the {specify name of Order} pronounced [Date] by {specify Judge} {[4]as subsequently recalculated by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, and by the … continue as required};

AC-5[5]   This matter being a request for variation of the {specify name of Order} pronounced [Date] by {specify Judge} (which has been subsequently varied by the/blank) {{specify name of Order} pronounced [Date] by {specify Judge} and by the … continue as required} which has been recalculated as to child support by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer];

---

[4]   Use the words "as subsequently recalculated by …" in Clause AC-4 when the original child support amount has been recalculated previously and that/those recalculation(s) has/have taken effect.

[5]   If a party is seeking to vary a child support order within 30 days of being notified of a Recalculated Child Support Order and the original child support order was previously recalculated (and that/those recalculated child support amount(s) came into effect), then Clause AC-5 should be used and followed by Clauses AC-3 and AC-4.

REQUEST FOR CONFIRMATION OF A *DIVORCE ACT* PROVISIONAL VARIATION ORDER

AD-1   This matter being a request for confirmation of the Provisional Variation Order pronounced [Date] by {specify judge's name or court} of the {specify reciprocating court or jurisdiction}, which provisionally varies the {specify name of Order} pronounced [Date] by {specify Judge};

ATTENDANCES

AE-1   In the presence of: {insert the appropriate AE-1 sub-clause(s)}

AE-1.1   - [specify Party Name], acting on (his/her) own behalf;

AE-1.2   - [specify Party Name] (by teleconference/by video/blank);

AE-1.3   - {Specify Lawyer}, (by teleconference,/by video,/blank) counsel for [specify Party Name];

AE-1.4   - {Specify name}, (by teleconference,/by video,/blank) representative for {specify name or agency};

AE-1.5   - {Specify Lawyer} (by teleconference/by video/blank) for {specify name or agency};

AE-1.6   - Crown Counsel on behalf of the Designated Officer of the Maintenance Enforcement Program;

AE-1.7 - Crown Counsel, Manitoba Justice(, by teleconference/, by video/blank)(, on behalf of/blank) {if appropriate, specify name or agency};

AE-1.8 - Support Determination Officer of the Child Support Recalculation Service;

AE-1.9 - {Specify others if necessary - example: interpreter by name and language, by teleconference or by video if applicable, and for whom if necessary};

AE-2 [Specify Party Name] not appearing although served {specify details if needed};

AE-3 [Specify Party Name] not appearing although represented by counsel;

AE-4 No one appearing for [specify Party Name];

DEFAULT NOTED

AF-1 [Specify Party Name] having been noted in default;

DOCUMENTS/EVIDENCE

AG-1 The following (documents/evidence/documents and evidence) (having been filed/being relied on) in support of this application: {insert the appropriate AG-1 sub-clause(s)}

AG-1.1   - the Affidavit of Service on [specify Party Name];

AG-1.2   - the Affidavit of Service on {specify Name};

AG-1.3   - the Affidavit of [specify Party Name], (sworn/affirmed) [Date];

AG-1.4   - the Affidavit of {specify Name}, (sworn/affirmed) [Date];

AG-1.5   - the Transcript of the Cross-Examination of [specify Party Name] conducted on [Date];

AG-1.6   - the (Transcript of the/blank) Verbatim Recording of the oath and evidence given by [specify Party Name] on [Date] in support of (his/her) application for a Protection Order;

AG-1.7   - the (Transcript of the/blank) Verbatim Recording of the oath and evidence given by {specify name} on [Date] in support of application by [specify Party Name] for a Protection Order;

AG-1.8   - the {specify type of Order} pronounced [Date] by {specify judge's name or court} of the {specify reciprocating court or jurisdiction};

AG-1.9   - the (support/support variation) application of [specify Party Name];

AG-1.10   - the Recalculated Child Support Order and Report pronounced [Date] by [specify Support Determination Officer];

AG-1.11   - Certificate of Marriage;

AG-1.12   - Certificate of Birth of {specify Child(ren)'s Name(s)/Birthdate(s)};

AG-1.13   - Central Registry of Divorce Proceedings Clearance Certificate;

AG-1.14   - {specify other document(s)};

AG-2   Upon considering the (evidence presented and submissions made/blank) {if different than the previous words, specify as required - examples: pleadings, material filed, evidence presented, submissions made, Respondent's motion for an adjournment, etc.} in this matter;

CONSENT

AH-1   {Specify the name(s) of person(s) consenting} having consented to the content {specify paragraph(s) number(s) if only part of the Order is consented to} of this Order;

WITHDRAWAL OF DOCUMENTS

AI-1   [Specify Party Name] having withdrawn (his/her) (Answer/opposition/blank) {specify if something different};

REQUEST FOR COUNSEL

AJ-1   The request to consult with counsel having been denied;

B. HEADINGS - NAME OF THE STATUTE

BA-1[6]   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to the *Divorce Act* (Canada) that:

BA-2[7]   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Family Maintenance Act* that:

BA-3   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Child and Family Services Act* that:

BA-4   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Court of Queen's Bench Act* and Rules that:

BA-5   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Inter-jurisdictional Support Orders Act* of Manitoba (, / and) *The Family Maintenance Act* of Manitoba {and the appropriate support legislation of the reciprocating jurisdiction} that:

BA-6   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Law of Property Act* that:

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[6]   Support payments (even in variation) must be reflected under the appropriate Act as set out in the commencement document.

[7]   *Supra*, note 6.

BA-7[8]   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Family Property Act* that:

BA-8   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Child Custody Enforcement Act* that:

BA-9   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Infants' Estates Act* that:

BA-10   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Real Property Act* that:

BA-11   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Divorce and Matrimonial Causes Act* that:

BA-12   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Marriage Act* that:

BA-13   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The Married Women's Property Act* that:

BA-14   THIS COURT (ORDER/DETERMINES/DECLARES) pursuant to *The Parents' Maintenance Act* that:

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[8]   *The Marital Property Act* was renamed *The Family Property Act* as part of *The Common-Law Partners' Property and Related Amendments Act*, which came into force June 30, 2004. Orders made prior to that date should be drafted using the former name of the Act. Orders made on or after June 30, 2004, must be drafted using the current name of the Act, whether or not proceedings were commenced or relief was sought under the former name of the Act.

BA-15   THIS COURT (ORDERS/DETERMINES/DECLARES) pursuant to *The*

Domestic Violence and Stalking Act that:

C. PROCEDURAL

NOTICE

CA-1   This matter proceed without notice;

CA-2   This matter proceed on short notice;

COUNSEL

CB-1   The law firm of {specify Law Firm} is allowed to withdraw as the lawyer of record for [specify Party Name];

CB-2   {Specify Lawyer} is allowed to withdraw as the lawyer of record for [specify Party Name];

CB-3   {Specify Lawyer} is appointed as amicus curiae for the child(ren), {specify Child(ren)'s Name(s)/Birthdate(s)}, to assist the Court in determining the best interests of the child(ren), including, if appropriate, the child(ren)'s wishes (and for such purposes may/blank) {if required, specify as directed by the Court};

CB-4   {Specify Lawyer} is appointed as counsel for the child(ren), {specify Child(ren)'s Name(s)/Birthdate(s)} and the child(ren) shall have the right to instruct counsel;

DEFAULT

CC-1   Default granted [Date] is set aside;

CC-2   [Specify Party Name] shall file an Answer no later than [Date];

SEVERANCE

CD-1   The issue(s) of {specify issue(s)} shall be determined before trial {if necessary, specify as directed by the Court};

CD-2   The issue(s) of {specify issue(s)} shall be severed and determined separately from the remaining issues {if necessary, specify as directed by the Court};

AMENDMENT

CE-1   The (title of proceedings/blank) {if appropriate specify document title and date} is amended as follows: {insert a separate CE-1.1 sub-clause for each amendment specified}

CE-1.1   - {specify each amendment separately with all its relevant details};

CONSOLIDATION

CF-1   The Court of Queen's Bench Family Division file numbers {specify FD numbers} are consolidated under file number {specify FD number} {specify purpose if directed by the Court};

TRANSFER

CG-1   This matter is transferred to [specify Queen's Bench Court Complex and address in full including postal code];

ADDITIONAL FILING

CH-1   [Specify Party Name] (shall/may) file (a/an) {specify document(s) and, if appropriate, conditions or requirements for service as directed by the Court};

EXPUNGEMENT

CI-1   The {specify name and date of document} is expunged (;/in part as follows:) {if required, insert the appropriate CI-1 sub-clause(s)}

CI-1.1   - paragraph(s) {specify paragraph number(s)};

CI-1.2   - part of paragraph {specify paragraph number} beginning with the words "{specify to make the intent clear}" and ending with the words "{specify to make the intent clear}";

STRIKING

CJ-1   The {specify document} (is/will be) struck from the court file {specify as directed or on the conditions set out by the Court};

LEAVE

CK-1   [Specify Party Name] is granted leave to {specify as directed by the Court};

CK-2   [Specify Party Name] is granted leave to have (his/her) matter heard prior to the first case conference;

ATTENDANCE REQUIRED

CL-1   [Specify Party Name] shall attend {specify location, date, reasons or as directed by the Court};

DISMISSAL

CM-1   The (entire/relief for) {name all relief being dismissed} (set out in the/blank) motion of [specify Party Name] filed on [Date] (is/are) dismissed;

CM-2   The proceeding is dismissed;

CM-3   The (Petition/Petition for Divorce/Notice of Application) filed on [Date] is dismissed and all Orders granted pursuant to it are discontinued;

CM-4   The Notice of Motion to Vary seeking to (vary/rescind/suspend) the {specify name of Order} pronounced [Date] by {specify Judge} {[9]as subsequently recalculated by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, and by the … continue as required} is dismissed;

CM-5[10]   The Notice of Motion to Vary seeking to (vary/rescind/suspend) child support in the {specify name of Order} pronounced [Date] by {specify Judge} is dismissed as the amount of child support as recalculated in the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, is appropriate, the Recalculated Child Support Order is confirmed and the recalculated child support amount commences {specify commencement date contained in the Recalculated Child Support Order};

WARRANT CANCELLATION

CN-1   The Warrant for Arrest issued by [specify Judge] on [Date] is now cancelled;

---

[9]   Use the words "as subsequently recalculated by …" in Clause CM-4 where a previous Recalculated Child Support Order has taken effect and a subsequent request for variation is dismissed. (i.e. Sub-rule 70.31(10.2) applies)

[10]   Use where the Notice of Motion to Vary was brought within 30 days of notification of a Recalculated Child Support Order because a party did not agree with the recalculated amount of support.

D. PROTECTIVE RELIEF

UNDER *THE FAMILY MAINTENANCE ACT*

NO CONTACT OR COMMUNICATION

DA-1[11]   [Specify Party Name] shall not contact or communicate with [specify Party Name]: {insert the appropriate DA-1 sub-clause(s)}

DA-1.1   - at (his/her) place of work or employment;

DA-1.2   - between the hours of {specify time period};

DA-1.3   - more than {specify number} time(s) (daily/weekly);

DA-1.4   - {specify prohibited means of contact and communication};

DA-1.5   - except with respect to {specify exceptions for approved contact and communication};

---

[11]   Clause 10(1)(j) of *The Family Maintenance Act* came into effect on September 30, 1999, by a consequential amendment to *The Domestic Violence and Stalking Prevention, Protection and Compensation Act.*

PEACE OFFICER[12] ASSISTANCE

DB-1   All sheriffs, deputy sheriffs, constables and other peace officers within Manitoba shall do all such acts as may be necessary to enforce paragraph(s) {specify paragraph number(s) for civil protective relief} of this Order. For such purposes they, and each of them, are given full power and authority to enter upon any lands and premises whatsoever to enforce those terms;

---

[12]   This clause may be used where the Court orders peace officer assistance in conjunction with civil protective relief, such as an order under s. 10(1)(j) of *The Family Maintenance Act*. Definition of Peace Officer - a police officer, police constable, bailiff, constable, or other person employed for the preservation and maintenance of the public peace or for the service or execution of civil process.

UNDER *THE DOMESTIC VIOLENCE AND STALKING ACT*

NO FOLLOWING

DC-1   [Specify Party Name] shall not follow [specify Party Name] from place to place;

DC-2   [Specify Party Name] shall not follow [specify Party Name] or {specify Child(ren)'s Name(s)/Birthdate(s)} in (his/her) custody from place to place;

DC-3   [Specify Party Name] shall not follow [specify party Name] or {specify Child(ren)'s Name(s)/Birthdate(s) in his/her custody, other individual(s) or group(s) of persons} from place to place;

NO CONTACT OR COMMUNICATION

DD-1   [Specify Party Name] shall not, directly or indirectly, communicate with or contact [Specify Party Name];

DD-2   [Specify Party Name] shall not, directly or indirectly, communicate with or contact [Specify Party Name] or {Specify Child(ren)'s Name(s)/Birthdate(s)} in (his/her) custody;

DD-3   [Specify Party Name] shall not, directly or indirectly, communicate with or contact [Specify Party Name] or {Specify Child(ren)'s Name(s)/Birthdate(s) in his/her custody, other individual(s) or group(s) of

persons};

OTHER PROHIBITIONS

DE-1   [Specify Party Name] shall not attend at (or near/or within/blank) {Specify distance if appropriate} (of/blank) or enter any place where [Specify Party Name]: {insert the appropriate DE-1 sub-clause(s)}

DE-1.1   - resides (, including/blank) {specify address in full if appropriate}; (or/blank)

DE-1.2   - regularly attends (, including/blank) {specify place and address in full if appropriate}; (or/blank)

DE-1.3   - works or carries on business (, including/blank) {specify place and address in full if appropriate};

DE-2   [Specify Party Name] shall not attend at (or near/or within/blank) {specify distance if appropriate} (of/blank) or enter any place where [specify Party Name] or {specify Child(ren)'s Name(s)/Birthdate(s) in his/her custody, other individual(s) or group(s) of persons}: {insert the appropriate DE-2 sub-clause(s)}

DE-2.1   - reside (, including/blank) {specify address in full if appropriate}; (or/blank)

DE-2.2   - regularly attend (, including/blank) {specify place and address in full if appropriate}; (or/blank)

DE-2.3   - work or carry on business (, including/blank) {specify place and address in full if appropriate};

DE-3   [Specify Party Name] shall not enter or remain in any place where [specify Party Name] happens to be;

DE-4   [Specify Party Name] shall not enter or remain in any place where [specify Party Name] or {specify Child(ren)'s Name(s)/Birthdate(s) in his/her custody, other individual(s) or group(s) of persons} happen to be;

EXCEPTIONS TO CERTAIN PROTECTION ORDERS[13]

DE-5   Despite clause(s) {specify clause(s)}, [Specify Party Name] may attend, where [Specify Party Name] is present, {specify all sub-clauses that apply}

DE-5.1   - any court proceeding in which [Specify Party Name] is a party or an accused person;

DE-5.2   (a) mediation by a court referral; or

(b) a process respecting an assessment, investigation or evaluation that has been ordered by a court;

in relation to custody, access or a related family matter;

---

[13] Subsection 7(1)(c.1) of *The Domestic Violence and Stalking Act* allows for exceptions to Protection Orders that include provisions prohibiting contact or communication (s.7(1)(b)) or provisions prohibiting attending at or entering any place (s.7(1)(c)). If pursuant to s.12(1) of the Act any exceptions are added to a Protection Order at a hearing to set aside such an order, they must be completed with Clause DE-6

DE-6   While attending pursuant to {specify clause(s)}, [Specify Party

                       Name] must {specify all sub-clauses that apply}

DE-6.1   - remain at least {specify distance} metres[14] away from

                                [Specify Party Name] at all times;

DE-6.2   - refrain from communicating with [Specify Party Name],

                                except in the presence and with the approval of the judge,

                                master or other officer of the court in a court proceeding, or

                                of the mediator, assessor, investigator or evaluator;

DE- 6.3   - not remain in any location where [Specify Party Name]

                                would be alone with [Specify Party Name];

DE- 6.4   - {specify different conditions restricting the party's conduct

                                as ordered by the presiding judge or master in a court

                                proceeding};

---

[14] Subsection 7(1.1) of *The Domestic Violence and Stalking Act* requires a party to remain at least two metres away from another party, while attending court, mediation, etc. where the other party is present. Pursuant to Subsection 7(1.2), a judge or master may make a different order restricting the party's conduct as the judge or master considers appropriate.

PEACE OFFICER[15] ASSISTANCE

DF-1 All sheriffs, deputy sheriffs, constables and other peace officers within Manitoba shall do all such acts as may be necessary to enforce paragraph(s) {specify paragraph number(s) for no contact or communication, prohibition and other clauses to be enforced} of this Order. For such purposes they, and each of them, are given full power and authority to enter upon any lands and premises whatsoever to enforce those terms;

DF-2 A peace officer shall (immediately/within) {specify period of time} remove [specify Party Name] from the residence located at {specify address in full};

DF-3 A peace officer shall within {specify period of time} accompany {specify name} to {specify address in full} to supervise the removal of the following personal property:

  - {list property};

---

[15] These clauses are for use in orders made under *The Domestic Violence and Stalking Act*. Definition of Peace Officer - a police officer, police constable, bailiff, constable, or other person employed for the preservation and maintenance of the public peace or for the service or execution of civil process.

DF-4   [Specify Party Name] shall deliver up to a peace officer:

- any firearm, weapon, ammunition or explosive substance that [specify Party Name] owns, possesses or controls (including/blank) {specify weapons, etc., if appropriate} (believed to be located at/blank) {specify address in full if appropriate}; and

- any document that authorizes [specify Party Name] to own, possess or control a firearm, weapon, ammunition or explosive substance;

and in the event [specify Party Name] does not do so, any peace officer may, for the purpose of seizing the items, enter and search any place where the officer has reason to believe the items are located with such assistance and force as are reasonable in the circumstances;

DF-5[16]   [Specify Party Name] is the owner of the following property used in furtherance of (domestic violence/stalking/domestic violence and stalking):

- described as {describe property (generally and specifically)} (and believed to be located at/blank) {specify address in full if appropriate};

and a peace officer shall seize the property, which shall be disposed of in accordance with the *Domestic Violence and Stalking Regulation*;

---

[16]   Examples of (generally and specifically): all camera and photography equipment; Honda Accord, Licence #; etc.

For the purpose of seizing the property, any peace officer may enter and search any place where the officer has reason to believe the property is located, with such assistance and force as are reasonable in the circumstances;

DF-6[17]   [Specify Party Name] is the owner of the following property used in furtherance of (domestic violence/stalking/domestic violence and stalking):

- described as {describe property (generally and specifically)} (and believed to be located at/blank) {specify address in full if appropriate};

and a peace officer shall seize the property. The property shall not be disposed of until {specify date or event}, but shall otherwise be dealt with in accordance with the *Domestic Violence and Stalking Regulation*;

For the purpose of seizing the property, any peace officer may enter and search any place where the officer has reason to believe the property is located, with such assistance and force as are reasonable in the circumstances;

---

[17]   Examples of (generally and specifically): all camera and photography equipment; Honda Accord, Licence #; etc.

COMPENSATION[18]

DG-1   [Specify Party Name] shall (immediately/by) {if appropriate, specify a date} pay [specify Party Name] the following compensation for monetary losses suffered by (him/her) or by (his/her) (child/children):

- {specify $ amount and nature of compensation};

COUNSELLING

DH-1   [Specify Party Name] shall obtain counseling and/or therapy and shall provide written confirmation to the Court from the counselor or therapist once (he/she) has done so;

BOND

DI-1   To secure (his/her) compliance with the terms of this Order under *The Domestic Violence and Stalking Act*, [specify Party Name] shall (immediately/by) {if appropriate, specify a date}: {insert the appropriate DI-1 sub-clause(s)}

---

[18]   Examples of compensation for any monetary loss: loss of income, expenses relating to new accommodations, moving, counselling, therapy, medicine and other medical requirements, security measures, legal fees and other costs relating to making an application under this Act.
    Sample wording: $150.00 for replacing locks
                      $200.00 for lost income

DI-1.1   - give security in the form of a bond approved by the Master and furnished by a person authorized under *The Insurance Act* to enter into a contract of guarantee insurance in the sum of {specify $ amount};

DI-1.2   - give security in the form of a personal bond approved by the Master in the sum of {specify $ amount} with {specify names(s) of surety/sureties} as (surety/sureties) (without a cash deposit/with a cash deposit of) {specify $ amount};

DI-1.3   - give security in the form of a personal bond approved by the Master, without sureties, in the sum of {specify $ amount} (without a cash deposit/with a cash deposit of) {specify $ amount};

DRIVER'S LICENCE PROVISIONS

DJ-1   Until further order of the Court:

            - any licence or permit issued to [specify Party Name] under *The Highway Traffic Act* is suspended; and

            - [specify Party Name] is disqualified from applying for or holding a licence or permit under *The Highway Traffic Act*; and

            - [specify Party Name] is disqualified from operating a motor vehicle;

DJ-2   Until further order of the Court, no licence or permit under *The Highway Traffic Act* shall be issued to or renewed by [specify Party Name];

DJ-3   The provision in the {specify name of Order} pronounced [Date] by [specify Judge]:

- suspending any licence or permit issued to [specify Party Name] under *The Highway Traffic Act*; and

- disqualifying [specify Party Name] from applying for or holding a licence or permit under *The Highway Traffic Act*; and

- disqualifying [specify Party Name] from operating a motor vehicle;

is terminated;

DJ-4   The provision in the {specify name of Order} pronounced [Date] by [specify Judge] prohibiting the issuance or renewal of a licence or permit under *The Highway Traffic Act* to [specify Party Name] is terminated;

PUBLICATION BANS

DK-1   At the request of {specify name of party seeking protective relief and/or the name of a witness in the proceeding}, no person shall publish or broadcast, or cause to be published or broadcast, in a media report, the names of {specify names of one or both parties and/or a witness in the proceeding} or any information likely to identify {specify name of party seeking protective relief and/or the name of a witness in the proceeding};

DK-2   No person shall publish or broadcast, or cause to be published or broadcast, in a media report, the names of {specify Child(ren)'s Name(s)/Birthdate(s)}, or any information likely to identify {specify Child(ren)'s Name(s)/Birthdate(s)}

RETURN OF SEIZED PROPERTY TO THIRD PARTY OWNERS

DL-1   {Specify name(s) of third party owner(s)} having satisfied the Court that (he/she/they) (is/are) the owner(s) of the following property seized from [specify Party Name]:

       - {list seized property};

the property shall be returned to {specify name(s) of third party owner(s)} on the following condition(s): {insert the appropriate DL-1 sub-clause(s)}

DL-1.1   - the property shall not be sold, given, loaned or otherwise released or returned to [specify Party Name];

DL-1.2   - {specify any other conditions imposed by the Court to ensure the safety of the party alleging stalking/domestic violence, and to remedy the domestic violence/stalking};

RETURN OF SEIZED PROPERTY TO THIRD PARTY SECURITY HOLDERS

DM-1   {Specify name(s) of third party security holder(s)} having satisfied the Court that (he/she/they/it) (has/have) a security interest in the following property seized from [specify Party Name]:

- {list seized property};

the property shall be released to {specify name(s) of third party security holder(s)} on the following condition(s): {insert the appropriate DM-1 sub-clause(s)}

DM-1.1   - the property shall not be sold, given, loaned or otherwise released or returned to [specify Party Name];

DM-1.2   - upon disposition of the property, {specify name(s) of third party security holder(s)} shall, after satisfaction of the security interest, pay the expenses of the Sheriff relating to the seizure, storage and repair of the property;

DM-1.3   - {specify any other conditions imposed by the Court to ensure the safety of the party alleging stalking/domestic violence, and to remedy the domestic violence/stalking};

PROPERTY

DN-1   (Until further order of the Court,/blank) [Specify Party Name] shall have the exclusive right to use and possess the following assets:

            - {list assets/property};

DN-2[19]   [Specify Party Name] shall transfer or deliver the following assets now in (his/her) possession to [specify Party Name]:

            - {list assets/property};

            by {specify manner of transfer or delivery consistent with the other provisions of the Order};

DN-3   Until further order of the Court, [specify Party Name] shall not damage, convert, sell or part with the possession of and shall preserve (all/the following) property in (his/her) possession in which [specify Party Name] has an interest (, including:/blank) {list property if appropriate};

DN-4   [Specify Party Name] shall not take or damage any property in the

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[19]   Example of manner of transfer or delivery – through third parties rather than through direct delivery.

possession or under the control of [specify Party Name];

E. STATUS

NON-COHABITATION

EA-1   The spouses are no longer bound to cohabit with one another;

DIVORCED

EB-1   [Specify Party Name] and [specify Party Name], who were married at the {specify the city, town, etc.}, in the {specify the province, state, country}, on [Date], are divorced and, unless appealed, this Divorce Judgment will take effect and the marriage will be dissolved on the 31st day after the date this Divorce Judgment was made;

EB-2   [Specify Party Name] and [specify Party Name], who were married at {specify location}, in the {specify the province, state, country}, on [Date], are divorced and, unless appealed, this Divorce Judgment will take effect and the marriage will be dissolved on [Date];

EB-3   **THE SPOUSES ARE NOT FREE TO REMARRY UNTIL THIS DIVORCE JUDGMENT TAKES EFFECT, AT WHICH TIME A CERTIFICATE OF DIVORCE MAY BE OBTAINED FROM THIS COURT. IF ANY APPEAL IS TAKEN, IT MAY DELAY THIS DIVORCE JUDGMENT TAKING EFFECT.**

PARENTAGE

EC-1   [Specify Party Name] is granted leave to obtain blood tests or other genetic tests (namely/blank) {specify test if appropriate} of [specify Party Name] and {specify Name and/or Child(ren)'s Name(s)/Birthdate(s)} respecting (paternity/maternity) of {specify Child(ren)'s Name(s)} and to submit the results in evidence;

EC-2[20]   [Specify Party Name], born {specify D.O.B} in {specify place of birth}, (is/is not) the father of {specify Child(ren)'s Name(s)/Birthdate(s)};

EC-3[21]   [Specify Party Name], born {specify D.O.B} in {specify place of birth}, (is/is not) the mother of {specify Child(ren)'s Name(s)/Birthdate(s)};

EC-4   The cost of testing for parentage will be paid as follows: {specify};

LOCO PARENTIS/STAND IN PLACE OF A PARENT

ED-1   [Specify Party Name] (does/does not) stand in the place of a parent of {specify Child(ren)'s Name(s)/Birthdate(s)};

---

[20]   For a declaration of parentage, use a separate statute heading to introduce that declaration, namely: "THIS COURT DECLARES pursuant to *The Family Maintenance Act* that:".
      Note: Declarations of paternity and maternity are made in final orders only.
[21]   *Supra*, note 20.

LITIGATION GUARDIAN

EE-1   {Specify Name} is (appointed/removed as) litigation guardian for {specify Child(ren)'s Name(s)/Birthdate(s)};

NULLITY OF MARRIAGE

EF-1   The marriage of [Specify Party Name] and [specify Party Name], which took place at {specify location}, in the {specify the province, state, country}, on [Date] is null and void;

COMMON-LAW RELATIONSHIP

EG-1   [Specify Party Name] and [specify Party Name]: {insert the appropriate EG-1 sub-clause(s)}

EG-1.1   - commenced cohabiting in a common-law relationship on [Date];

EG-1.2   - cohabited in a common-law relationship until [Date];

EG-1.3   - terminated their common-law relationship on [Date];

F. OCCUPANCY AND POSTPONEMENT OF SALE

OCCUPANCY

FA-1[22]   [Specify Party Name] has the right to continue occupying the family residence located at {specify street address in full}, and [specify Party Name] no longer has the right to continue occupying the family residence effective (immediately/blank) {specify date if appropriate} until {specify as directed by the Court};

FA-2[23]   [Specify Party Name] shall have the exclusive right to occupy the residence located at {specify address in full} and [specify Party Name] no longer has the right to occupy that residence effective (immediately/blank) {specify date if appropriate} until {specify as directed by the Court};

ORDER TO VACATE

FB-1   [Specify Party Name] shall vacate the family residence located at {specify street address in full}, as of [Date] until further order of the Court;

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[22]   Note: Effective June 30, 2004, amendments to the F.M.A. provide that a s. 10(1)(b) order is no longer a prerequisite for an order of occupancy and this relief is available to common-law partners; the statute does not provide for "exclusive" occupancy; it also does not provide for occupancy to be resumed.

[23]   Use for sole occupancy orders under *The Domestic Violence and Stalking Act*.

POSTPONEMENT OF SALE

FC-1[24]   The right of [specify Party Name] to apply for partition and sale or to sell or otherwise dispose of the family residence located at {specify street address in full} is postponed subject to the right of occupancy contained in this Order;

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[24]   This only applies if sole occupancy is granted.

G. CONTEMPT, FINES, PENALTIES, ETC.

FINDINGS

GA-1   [Specify Party Name] is in contempt of the {specify name of Order} pronounced [Date] by {specify Judge, include details of contempt if required};

GA-2   [Specify Party Name] is in (wilful/blank) default of support payments pursuant to the {specify name of Order} pronounced [Date] by {specify Judge};

GA-3   [Specify Party Name] cannot make payments on the arrears set out in the previous paragraph(s) of this Order at this time (;/ and requires reasonable time to:)   {if required, insert the appropriate GA-3 sub-clause(s)}

GA-3.1   - obtain counsel;

GA-3.2   - provide the (Court/Designated Officer) with {specify the financial or other information required};

FINES

GB-1   [Specify Party Name] is fined {specify $ amount}, which amount shall be paid to the Minister of Finance, Accounting Department, Winnipeg Courts, Main Floor, 408 York Avenue, Winnipeg, Manitoba, R3C 0P9 by [Date];

PENALTIES

GC-1   [Specify Party Name] pay to [specify Party Name] {specify $ amount} on or before [Date] as a penalty for {specify reason or failure – example: failure to provide financial disclosure};

IMPRISONMENT

GD-1   [Specify Party Name] shall be imprisoned for a period of {specify number of days or "time served"}(;/:) {if required, insert the appropriate GD-1 sub-clause}

GD-1.1   - to be served concurrently with the period of imprisonment ordered on this day in the Court of Queen's Bench, Family Division, File Number {specify other FD number};

GD-1.2   - to be served intermittently commencing Friday, [Date] at 7:00 p.m. to Sunday, [Date] at 4:00 p.m. and every consecutive weekend thereafter until the completion of the sentence. [Specify

Party Name] shall first report to the Winnipeg Remand Centre, 141 Kennedy Street, Winnipeg, Manitoba, R3C 4N5, and thereafter as directed by Corrections;

GD-1.3   - to be served intermittently commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,/Saturday,/Sunday,) [Date] at {specify time} to (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,/Saturday,/Sunday,) [Date] at {specify time} and every consecutive (Monday/Tuesday/Wednesday/Thursday/Friday/Saturday/Sunday) to (Monday/Tuesday/Wednesday/Thursday/Friday/Saturday/Sunday) thereafter until the completion of the sentence. [Specify Party Name] shall first report to the Winnipeg Remand Centre, 141 Kennedy Street, Winnipeg, Manitoba, R3C 4N5, and thereafter as directed by Corrections;

GD-1.4   - to be served intermittently during the following periods:

{specify the non-consecutive period of time to be served by day of the week, date and time to day of the week, date and time – repeat for each period}

[Specify Party Name] shall first report to the Winnipeg Remand Centre, 141 Kennedy Street, Winnipeg, Manitoba, R3C 4N5, and thereafter as directed by Corrections;

H. REQUEST FOR RECALCULATION ORDER

MANDATORY RECALCULATION PROVISIONS

HA-1   The table amount of child support in the {specify name of Order} pronounced [Date] by {specify Judge} be recalculated by the Support Determination Officer of the Child Support Recalculation Service;

HA-2   The special or extraordinary expense payable for {specify Child(ren)'s Name(s)/Birthdate(s)} for the s. 7(1) {specify category} expense in the {specify name of Order} pronounced [Date] by {specify Judge} be recalculated by the Support Determination Officer of the Child Support Recalculation Service based on the amount of the expense in proportion to the respective incomes of the parties that are above the threshold income of the parties where child support is payable in the Manitoba Table of the Child Support Guidelines;

HA-3   The table amount of child support in this Order be recalculated by the Support Determination Officer of the Child Support Recalculation Service;

HA-4   The special or extraordinary expense payable for {specify Child(ren)'s Name(s)/Birthdate(s)} for the s. 7(1) {specify category} expense in this Order be recalculated by the Support Determination Officer of the Child Support Recalculation Service based on the amount of the expense in proportion to the respective incomes of the parties that are above the threshold income of the parties where child support is payable in the Manitoba Table of the Child Support Guidelines;

HA-5[25]   The Support Determination Officer shall recalculate child support annually starting (immediately[26]/on) {specify date[27] if appropriate}. Subsequent recalculations shall commence on the same day and month every year thereafter;

HA-6[28]   The Support Determination Officer shall recalculate child support starting (immediately/on {(specify date if appropriate[29]and known / the first anniversary of the date the child support order was pronounced[30])}. Subsequent recalculations shall commence on the same day and month

---

[25]   Clause HA-5 may only be used for orders pronounced prior to March 1, 2011
[26]   It is anticipated that where a recalculation authorization order is sought for a pre-existing child support order, the Court will generally order recalculation to commence immediately.
[27]   It is anticipated that where a recalculation authorization order is sought together with a child support order, the Court will generally order that the first recalculation commence on a specified date eight months later (bearing in mind the recalculation process will generally take three to four months to complete).
[28]   Clause HA-6 to be used for orders pronounced on or after March 1, 2011
[29]   Where a recalculation order is sought together with a child support order, the first recalculation must be one year after the date of the child support order. Where a recalculation order is sought for a pre-existing child support order, the court may order recalculation to occur immediately.
[30]   Use this wording if the date of pronouncement of the child support order is unknown, such as when a consent order is submitted to the Court for signing.

every two years thereafter;

HA-7   [Specify Party Name] and [specify Party Name] shall notify the Child
              Support Recalculation Service in writing at 201-373 Broadway,
              Winnipeg, Manitoba, R3C 4S4, or by facsimile transmission to (204)
              948-2423, as to any change in his or her mailing address, e-mail
              address, telephone or facsimile number within 30 days of the date of
              change;

HA-8   [Specify Party Name] and [specify Party Name] shall provide to the
              Support Determination Officer any financial disclosure requested by the
              Officer pursuant to s. 20 and clause 24.8(1)(b) of the *Child Support
              Guidelines Regulation*, in the manner required by the Officer;

HA-9[31]   - If [Specify Party Name] or [Specify Party Name] fails to comply with the
              Support Determination Officer's request for financial disclosure of
              updated income information, the Support Determination Officer shall, for
              the purposes of recalculation, deem disclosure of updated income
              information in accordance with subsections 24.8(1.1) and (1.2) of the
              Child Support Guidelines Regulation and recalculate the order using the
              deemed income amount;

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[31]   Clause HA-9 must be included when a recalculation order respecting *Divorce Act* child support
        is made on or after March 1, 2011.

HA-10[32]   - If [Specify Party Name] or [Specify Party Name] fails to comply with the Support Determination Officer's request for financial disclosure of the current amount of any special or extraordinary expenses, the Support Determination Officer shall, for the purposes of recalculation, deem the expense to be zero in accordance with subsection 24.8 (1.3) of the *Child Support Guidelines Regulation* and recalculate the order using the deemed expense amount;

DISCRETIONARY RECALCULATION PROVISIONS

HB-1   [Specify Party Name] and [specify Party Name] shall each complete and sign a release authorizing the Support Determination Officer to obtain: {insert the appropriate HB-1 sub-clause(s)}

HB-1.1   - his or her address and other contact information from the Designated Officer of the Maintenance Enforcement Program;

HB-1.2   - copies of his or her income tax documents from the Canada Revenue Agency referred to in s. 20(1) and 20(2) of the *Child Support Guidelines Regulation*;

HB-1.3   - copies of his or her income or financial information from his or her employer or from a third party;

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[32]   Clause HA-10 must be included when a recalculation order respecting *Divorce Act* special and/or extraordinary expenses is made on or after March 1, 2011.

J. CUSTODY AND ACCESS

JOINT CUSTODY

JA-1   [Specify Party Name] and [specify Party Name] have joint custody of {specify Child(ren)'s Name(s)/Birthdate(s)};

JA-2   [Specify Party Name] and [specify Party Name] have physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)} as the parties may agree;

JA-3   [Specify Party Name] and [specify Party Name] have physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)} as follows: {insert a separate JA-3.1 sub-clause for each care and control specified}

JA-3.1   - {specify each care and control separately};

JA-4   [Specify Party Name] has primary physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)};

JA-5   [Specify Party Name] has physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)} as the parties may agree;

JA-6   [Specify Party Name] has physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)} at the following times: {insert a separate JA-6.1 sub-clause for each care and control time specified}

JA-6.1 - {specify each care and control time separately};

JA-7[33] [Specify Party Name] has physical care and control of {specify Child(ren)'s Name(s)/Birthdate(s)} at the following times and on the following condition(s): {insert a separate JA-7.1 sub-clause for each care and control time and condition specified}

JA-7.1 - {specify each care and control time and condition separately};

JA-8 Each of the parties shall consult with the other on all major decisions respecting {specify Child(ren)'s Name(s)/Birthdate(s)}; {specify the JA-8.1 sub-clause if appropriate}

JA-8.1 - in the event of disagreement, [specify Party Name] has the right to make the final decision;

JA-9 Each of the parties shall consult with the other on all major decisions respecting the education, health (and/,) religion {and specify others if necessary} of {specify Child(ren)'s Name(s)/Birthdate(s)}; {specify the JA-9.1 sub-clause if appropriate}

JA-9.1 - in the event of disagreement, [specify Party Name] has the right

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[33] Conditions may include:
non-consumption of alcohol or drugs before or during visit
supervision
cigarette smoking
giving the child medication
providing meals
returning clothing
It does not seem practical to attempt to list all conditions that might be granted.

to make the final decision;

SOLE CUSTODY AND ACCESS[34]

JB-1   [Specify Party Name] has sole custody of {specify Child(ren)'s Name(s)/Birthdate(s)};

JB-2   [Specify Party Name] has (liberal/reasonable) access to {specify Child(ren)'s Name(s)/Birthdate(s)} as the parties may agree;

JB-3   [Specify Party Name] has reasonable access to {specify Child(ren)'s Name(s)/Birthdate(s)} as the parties may agree, which shall include at a minimum the following times: {insert a separate JB-3.1 sub-clause for each reasonable access time specified}

JB-3.1   - {specify each reasonable access time separately};

JB-4[35]   [Specify Party Name] has reasonable access to {specify Child(ren)'s Name(s)/Birthdate(s)} as the parties may agree on the following condition(s): {insert a separate JB-4.1 sub-clause for each reasonable access condition specified}

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34   Access by a third party (example: grandparents) is under *The Child and Family Services Act.*
35   Conditions may include:
            non-consumption of alcohol or drugs before or during visit
            supervision
            cigarette smoking
            giving the child medication
            providing meals
            returning clothing
    It does not seem practical to attempt to list all conditions that might be granted.

JB-4.1   - {specify each reasonable access condition separately};

JB-5[36]   [Specify Party Name] has reasonable access to {specify Child(ren)'s

Name(s)/Birthdate(s)} as the parties may agree, which shall include at a

minimum the following times, on the following condition(s): {insert a

separate JB-5.1 sub-clause for each reasonable access time and

condition specified}

JB-5.1   - {specify each reasonable access time and condition separately};

JB-6   [Specify   Party   Name]   has   access   to   {specify   Child(ren)'s

Name(s)/Birthdate(s)} at the following times: {insert a separate JB-6.1

sub-clause for each access time specified}

JB-6.1   - {specify each access time separately};

JB-7[37]   [Specify   Party   Name]   has   access   to   {specify   Child(ren)'s

Name(s)/Birthdate(s)} on the following condition(s): {insert a separate

JB-7.1 sub-clause for each access condition specified}

JB-7.1   - {specify each access condition separately};

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36   Conditions may include:
            non-consumption of alcohol or drugs before or during visit
            supervision
            cigarette smoking
            giving the child medication
            providing meals
            returning clothing
        It does not seem practical to attempt to list all conditions that might be granted.
37   *Supra*, note 36.

JB-8[38]   [Specify Party Name] has access to {specify Child(ren)'s Name(s)/Birthdate(s)} at the following times and on the following condition(s): {insert a separate JB-8.1 sub-clause for each access time and condition specified}

JB-8.1   - {specify each access time and condition separately};

JB-9   [Specify Party Name] has no access to {specify Child(ren)'s Name(s)/Birthdate(s)} until further order of the Court;

TELEPHONE ACCESS[39]

JC-1   [Specify Party Name] has the right to telephone {specify Child(ren)'s Name(s)/Birthdate(s)} at reasonable times;

JC-2   [Specify Party Name] has the right to telephone {specify Child(ren)'s Name(s)/Birthdate(s)} at reasonable times, which shall include at a minimum: {insert a separate JC-2.1 sub-clause for each telephone time specified}

JC-2.1   - {specify each telephone time separately};

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[38]   Conditions may include:
      non-consumption of alcohol or drugs before or during visit
      supervision
      cigarette smoking
      giving the child medication
      providing meals
      returning clothing
    It does not seem practical to attempt to list all conditions that might be granted.
[39]   Access by a third party (example: grandparents) is under *The Child and Family Services Act*.

JC-3   [Specify Party Name] has the right to telephone {specify Child(ren)'s Name(s)/Birthdate(s)} at reasonable times, on the following condition(s): {insert a separate JC-3.1 sub-clause for each telephone condition specified}

JC-3.1   - {specify each telephone condition separately};

JC-4   [Specify Party Name] has the right to telephone {specify Child(ren)'s Name(s)/Birthdate(s)} at reasonable times, which shall include, at a minimum, the following times, on the following condition(s): {insert a separate JC-4.1 sub-clause for each telephone time and condition specified}

JC-4.1   - {specify each telephone time and condition separately};

JC-5   [Specify Party Name] has the right to telephone {specify Child(ren)'s Name(s)/Birthdate(s)} at the following times (and on the following conditions/and on the following condition/): {insert a separate JC-5.1 sub-clause for each telephone time and, if appropriate, condition specified}

JC-5.1   - {specify each telephone time and, if appropriate, condition separately};

JC-6   [Specify Party Name] has no telephone access to {specify Child(ren)'s Name(s)/Birthdate(s)} until further order of the Court;

REMOVAL OR NON-REMOVAL OF CHILD(REN)

JD-1   [Specify Party Name] (and/blank) {specify Party Name if appropriate} (may/shall not) remove {specify Child(ren)'s Name(s)/Birthdate(s)} from the {specify the town, city, province, country, etc.} without the written consent of (the other/blank) {specify Party Name if appropriate} or further order of the Court;

NOTICE OF CHANGE OF CHILD(REN)'S RESIDENCE

JE-1   [Specify Party Name] shall notify [specify Party Name] in writing of an intended change of the place of residence of {specify Child(ren)'s Name(s)/Birthdate(s)} at least (thirty/blank) {specify number if different} days before the change and shall specify in the notice the time at which the change will be made and the new place of residence of the child(ren);

RETURN OF CHILD(REN)

JF-1   [Specify Party Name] shall return {specify Child(ren)'s Name(s)/Birthdate(s)} to (Manitoba/blank) {specify jurisdiction if different} (immediately/by) {specify date and time};

JF-2   [Specify Party Name] shall return {specify Child(ren)'s Name(s)/Birthdate(s)} to the care of [specify Party Name] (immediately/by) {specify date and time};

TRAVEL OUTSIDE THE PROVINCE

JG-1   [Specify Party Name] and [Specify Party Name] shall make travel outside the Province of Manitoba easier for {specify Child(ren)'s Name(s)/Birthdate(s)} by providing each other access to the (child's passport/children's passports) or permission letter(s) sufficient for airline travel or border crossing purposes within seven days of the request by the parent traveling with the (child/children);

K. GUARDIANSHIP

KA-1   [Specify Party Name] has guardianship of the person of {specify Child(ren)'s Name(s)/Birthdate(s)} (until/blank) {if appropriate specify date or further order of the Court};

KA-2   [Specify Party Name] has guardianship of the Estate of {specify Child(ren)'s Name(s)/Birthdate(s)} (until/blank) {if appropriate specify date or further order of the Court};

KA-3   Guardianship of the person of {specify Child(ren)'s Name(s)/Birthdate(s)} granted to {specify Name} is terminated;

KA-4   Guardianship of the Estate of {specify Child(ren)'s Name(s)/Birthdate(s)} granted to {specify Name} is terminated;

L. MEDIATION AND ASSESSMENTS

MEDIATION

LA-1   [Specify Party Name] and [specify Party Name] shall attend for mediation at Family Conciliation on the issue(s) of {specify custody, access, or related family matter};

LA-2   [Specify Party Name] and [specify Party Name] shall attend for private mediation {if required, specify details as directed by the Court or consented to by the parties};

LA-3   The cost of the private mediation will be paid as follows: {specify};

ASSESSMENTS

LB-1   A Family Evaluator, as defined in *The Court of Queen's Bench Act*, shall prepare a report on {specify custody, access or related family matter};

LB-2   [Specify Party Name] and [specify Party Name] shall cooperate fully in the preparation of an assessment report by the Family Evaluator selected by Family Conciliation and shall attend, and cause their child(ren) to attend, where and as requested by the Family Evaluator for the purposes of the assessment;

LB-3   [Specify Party Name] and [specify Party Name] shall cooperate fully in the preparation of (a/an) {specify type of assessment} assessment report by {specify Name of Assessor} provided {specify Name of Assessor} will undertake it, and shall attend (and cause/blank) {specify Child(ren)'s Name(s)/Birthdate(s)} (to attend/blank) where and as requested by {specify Name of Assessor} for the purposes of the assessment;

LB-4   The cost of the private assessment will be paid as follows: {specify};

M. FINANCIAL DISCLOSURE/PRODUCTION OF DOCUMENTS/REPORTING

PRODUCTION OF DOCUMENTS

MA-1   [Specify Party Name] shall provide to {[specify Party Name], name of lawyer for [specify Party Name] or third party name} (and file with the Court/blank) in a sworn affidavit (by/within/blank) {specify a date or period of time} (from service of the Order/blank) the following information: {insert the appropriate sub-clause(s) MB through MJ}

FINANCIAL STATEMENT

MB-1   - a sworn Financial Statement in Form 70D of the Queen's Bench Rules;

TAX INFORMATION

MC-1   - Canada Revenue Agency income and deduction computer printout(s) for the taxation year(s) {specify year(s)};

MC-2   - personal income tax return(s) filed by (him/her) for the taxation year(s) {specify year(s)};

MC-3   - notice(s) of assessment or re-assessment issued to (him/her) for the taxation year(s) {specify year(s)};

MC-4   - income tax information slip(s) for the taxation year(s) {specify

                         year(s)};

EMPLOYEE INFORMATION

MD-1   - three recent consecutive pay statements;

MD-2   - the most recent statement of earnings indicating the total

                         earnings paid in the year to date, including overtime or, where

                         such a statement is not provided by (his/her) employer, a letter

                         from (his/her) employer setting out that information including

                         (his/her) rate of annual salary or remuneration;

SELF-EMPLOYED INFORMATION

ME-1   - the financial statement(s) of (his/her) business or professional

                         practice for the taxation year(s) {specify year(s)};

ME-2   - a statement showing a breakdown of all salaries, wages,

                         management fees or other payments or benefits paid to, or on

                         behalf of, persons or corporations with whom (he/she) does not

                         deal at arm's length for the taxation year(s) {specify year(s)};

PARTNERSHIP INFORMATION

MF-1   - confirmation of (his/her) income and draw from, and capital in {specify name of partnership} for the taxation year(s) {specify year(s)};

CONTROL OF A CORPORATION

MG-1   - the financial statement(s) of the {specify corporation} and its subsidiaries for the taxation year(s) {specify year(s)};

MG-2   - a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom {specify corporation}, and every related corporation, does not deal at arm's length for the taxation year(s) {specify year(s)};

BENEFICIARY UNDER A TRUST

MH-1   - a copy of the trust settlement agreement of {specify settlor} and copies of the trust's three most recent financial statements;

UNEMPLOYED INFORMATION

MI-1   - three recent consecutive Employment Insurance statements;

GENERAL

MJ-1   - {specify as required or directed by the Court};

EMPLOYER/PARTNER TO PROVIDE INFORMATION

MK-1   {Specify name}, the (employer/partner) of [specify Party Name], shall

provide to {[specify Party Name], name of lawyer for [specify Party

Name] or third party name} the following information: {insert a separate

MK-1.1 sub-clause for each financial item specified}

MK-1.1   - {specify each financial item separately};

REPORTING

ML-1   [Specify Party Name] shall provide to [specify Party Name] copies of

(his/her) Canada Revenue Agency Income Tax Returns and Notices of

Assessment for each and every year no later than {specify month and

day} of the following year, commencing with the {specify year} Canada

Revenue Agency Income Tax Return and Notice of Assessment to be

provided by [Date];

ML-2   [Specify Party Name] shall provide to [specify Party Name] on or before

            {specify month and day} of every year commencing [Date] the following

            information: {insert a separate ML-2.1 sub-clause for each financial item

            specified}

ML-2.1   - {specify each financial item separately};

ML-3   [Specify Party Name] shall notify [specify Party Name] upon (his/her)

            obtaining employment and shall provide [specify Party Name] within

            {specify number} days of securing the employment, the following: {insert

            the appropriate ML-3 sub-clause(s)}

ML-3.1   - letter from employer confirming the date employment started,

                    salary and employment benefits;

ML-3.2   - three consecutive pay stubs;

ML-3.3   - {specify as required};

N. SUPPORT

SPOUSAL/COMMON-LAW PARTNER SUPPORT

NA-1[40]   [Specify Party Name] pay [specify Party Name] (spousal/common-law partner) support in the sum of {specify total $ amount} per month on the {specify day} of each month commencing [Date] and continuing until (further order of the Court/blank) {if appropriate, specify date or event};

NA-2[41]   [Specify Party Name] pay [specify Party Name] (spousal/common-law partner) support in the sum of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] and continuing until (further order of the Court/blank) {if appropriate, specify date or event};

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[40]   Some termination dates or events might be: remarriage, a specified date, income earned over {dollar amount}.

[41]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".
Some termination dates or events might be: remarriage, a specified date, income earned over {dollar amount}.

NA-3[42]   [Specify Party Name] pay [specify Party Name] (spousal/common-law

partner) support in the sum of {specify total $ amount} per month in

installments of {specify bi-weekly/weekly $ amount} every (second/blank)

(Monday/Tuesday/Wednesday/Thursday/Friday)   commencing

(Monday,/Tuesday,/Wednesday,/Thursday,/Friday,)   [Date]   and

continuing until (further order of the Court/blank) {if appropriate, specify

date or event};

NA-4   [Specify Party Name] pay [specify Party Name] lump sum

(spousal/common-law partner) support in the sum of {specify total $

amount} on or before [Date] {specify details of payment schedule if any};

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[42]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".
Some termination dates or events might be: remarriage, a specified date, income earned over {dollar amount}.

CHILD SUPPORT GUIDELINES

INCOME

NB-1   The current annual income of [specify Party Name] is determined by the Court to be {specify $ amount};

NB-2   The annual income of [specify Party Name] based on the most recently filed income tax return for the year {specify year} is determined by the Court to be {specify $ amount};

NB-3   The annual income of [specify Party Name] is determined by the Court to be {specify $ amount} based on the pattern of annual income for the last three consecutive years ending with the year {specify year} and on the average annual income for the three year period;

NB-4   The current annual income of [specify Party Name] is agreed by [specify Party Name] and [specify Party Name] to be {specify $ amount} without determination by the Court;

NB-5[43]   The current annual income of [specify Party Name] is imputed by the Court pursuant to clause {specify clause} of (s. 18(1) of the *Child Support Guidelines Regulation*/s. 19(1) of the *Federal Child Support Guidelines*) to be {specify $ amount};

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[43]   Use Clause NB-7 if a party's income is being imputed pursuant to clause 18(1)(c) of the Manitoba *Child Support Guidelines Regulation* or clause 19(1)(c) of the *Federal Child Support Guidelines*.

NB-6   The current annual income of [specify Party Name] is imputed by the Court pursuant to (s. 18(1)(c) of the *Child Support Guidelines Regulation*/s. 19(1)(c) of the *Federal Child Support Guidelines*) to be {specify $ amount} taking into account the actual annual income of [specify Party Name] of {specify income amount in foreign currency} converted to Canadian currency, and the foreign effective rate of income tax is significantly lower than that in (Manitoba[44]/Canada[45]);

NB-7   The current annual income of [specify Party Name] is determined by the Court pursuant to (s. 19(2) of the *Child Support Guidelines Regulation*/s. 20(2) of the *Federal Child Support Guidelines*) to be {specify $ amount} taking into account the actual annual income of [specify Party Name] of {specify income amount in foreign currency} converted to Canadian currency, and the foreign effective rate of income tax is significantly higher than that in Manitoba;

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[44]   Refer to <u>Manitoba</u> if the payor's income is being imputed pursuant to s. 18(1)(c) of the Manitoba *Child Support Guidelines Regulation*.

[45]   Refer to <u>Canada</u> if the payor's income is being imputed pursuant to s. 19(1)(c) of the *Federal Child Support Guidelines*.

PAY TABLE AMOUNT

NC-1   [Specify Party Name] pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} pursuant to the {specify Province or Territory} Table of the Child Support Guidelines, in the sum of {specify table $ amount} per month on the {specify day} of each month commencing [Date] until further order of the Court;

NC-2[46]   [Specify Party Name] pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} pursuant to the {specify Province or Territory} Table of the Child Support Guidelines, in the sum of {specify table $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until further order of the Court;

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[46]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

NC-3[47] [Specify Party Name] pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} pursuant to the {specify Province or Territory} Table of the Child Support Guidelines, in the sum of {specify table $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank) (Monday/Tuesday/Wednesday/Thursday/Friday) commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further order of the Court;

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[47] To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

SPECIAL OR EXTRAORDINARY EXPENSES (MANITOBA CHILD SUPPORT GUIDELINES)

ND-1[48]   [Specify Party Name] pay [specify Party Name] an additional sum as child support for the following special or extraordinary expense as it relates to:

Child to whom the expense relates: {Specify Child's Name/Birthdate}

Clause of s. 7(1) of the *Child Support Guidelines Regulation*: {Specify the clause and expense detail}

Dollar amount to be paid each month: {Specify $ amount}

Installment dollar amount: {Specify installment $ amount}

Frequency of each payment: (Lump sum/Monthly/1st and 15th/15th and last day/Bi-weekly/Weekly/blank) {specify a different frequency and/or additional details when necessary}

Date of first payment: [Date]

Date of last payment if applicable: {Specify date or detail}

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[48]   <u>Warning</u>: The clause is not enforceable if a dollar amount, the installment dollar amount, the frequency of each payment and the date of first payment are not all specified.

SPECIAL OR EXTRAORDINARY EXPENSES (WHERE FEDERAL CHILD SUPPORT GUIDELINES APPLY ONLY)

NE-1[49]   [Specify Party Name] pay [specify Party Name] an additional sum as child support for the following special or extraordinary expense as it relates to:

Child: {Specify Child's Name/Birthdate}

Details of the expense: {Specify expense detail}

Dollar amount or proportion of expense to be paid each month: {Specify $ amount or proportion detail}

Installment dollar amount or proportion detail: {Specify installment $ amount or proportion detail}

Frequency of each payment: (Lump sum/Monthly/1st and 15th/15th and last day/Bi-weekly/Weekly/blank) {specify a different frequency and/or additional details when necessary}

Date of first payment: [Date]

Date of last payment if applicable: {Specify date or detail}

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[49]   Warning: The clause is not enforceable if a dollar amount, the installment dollar amount, the frequency of each payment and the date of first payment are not all specified.

UNDUE HARDSHIP AND STANDARD OF LIVING

NF-1   [Specify Party Name] would suffer undue hardship and the standard of living of the household of [specify Party Name] would be lower than the standard of living of the household of [specify Party Name] if [specify Party Name] is required to pay the amount otherwise due under the Child Support Guidelines for {specify Child(ren)'s Name(s)/Birthdate(s)};

CHANGE IN AMOUNT DUE TO END OF UNDUE HARDSHIP

NG-1   The amount payable in paragraph {specify paragraph number} of this Order shall change to {specify new $ amount} effective [Date];

NON-TABLE AMOUNT[50]

NH-1   [Specify Party Name] pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify total non-table $ amount} per month on the {specify day} of each month commencing [Date] until further order of the Court;

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[50]   Potential circumstances for use of a non-Table amount include: special provisions orders, consent orders, person in place of a parent, undue hardship, payer with income over $150,000.

NH-2[51]   [Specify Party Name] pay [specify Party Name] support for {specify

Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify total non-table $

amount} per month in installments of {specify installment $ amount}

(each/blank) on the {specify days – see footnote for odd amounts} of

each month commencing [Date] until further order of the Court;

NH-3[52]   [Specify Party Name] pay [specify Party Name] support for {specify

Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify total non-table $

amount} per month in installments of {specify bi-weekly/weekly $

amount}   every   (second/blank)

(Monday/Tuesday/Wednesday/Thursday/Friday)   commencing

(Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further

order of the Court;

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[51]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

[52]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

NON-TABLE AMOUNT FOR CHILD OVER 18

(S. 3(2)(b) CHILD SUPPORT GUIDELINES)

NI-1   [Specify Party Name] pay [specify Party Name] support for {specify Child's Name/Birthdate}, a child over the age of majority, in the sum of {specify $ amount} per month on the {specify day} of each month commencing [Date] until further order of the Court;

NI-2[53]   [Specify Party Name] pay [specify Party Name] support for {specify Child's Name/Birthdate}, a child over the age of majority, in the sum of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until further order of the Court;

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[53]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

NI-3[54]   [Specify Party Name] pay [specify Party Name] support for {specify Child's Name/Birthdate}, a child over the age of majority, in the sum of {specify total $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank) (Monday/Tuesday/Wednesday/Thursday/Friday) commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further order of the Court;

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[54]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

SPLIT CUSTODY

NJ-1   [Specify Party Name] and [specify Party Name] having custody of one or more children, [specify Party Name] pay support to [specify Party Name] for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify calculated $ amount} per month on the {specify day} of each month commencing [Date] until further order of the Court, which sum is calculated as the difference between the Manitoba Table of the Child Support Guidelines amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name] and the table amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name];

NJ-2[55]   [Specify Party Name] and [specify Party Name] having custody of one or more children, [specify Party Name] pay support to [specify Party Name] for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify calculated $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until further order of the Court, which sum is calculated as the difference between the Manitoba

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[55]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

Table of the Child Support Guidelines amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name] and the table amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name];

NJ-3[56]   [Specify Party Name] and [specify Party Name] having custody of one or more children, [specify Party Name] pay support to [specify Party Name] for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify calculated $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank) (Monday/Tuesday/Wednesday/Thursday/Friday) commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further order of the Court, which sum is calculated as the difference between the Manitoba Table of the Child Support Guidelines amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name] and the table amount of {specify $ amount} payable by [specify Party Name] to [specify Party Name;

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[56]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

SHARED CUSTODY

NK-1   [Specify Party Name] and [specify Party Name] having shared custody of {specify Child(ren)'s Name(s)/Birthdate(s)}, [specify Party Name] pay support to [specify Party Name] in the sum of {specify total $ amount} per month on the {specify day} of each month commencing [Date] until further order of the Court;

NK-2[57]   [Specify Party Name] and [specify Party Name] having shared custody of {specify Child(ren)'s Name(s)/Birthdate(s)}, [specify Party Name] pay support to [specify Party Name] in the sum of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until further order of the Court;

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[57] To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount: "… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

NK-3[58] [Specify Party Name] and [specify Party Name] having shared custody of {specify Child(ren)'s Name(s)/Birthdate(s)}, [specify Party Name] pay support to [specify Party Name] in the sum of {specify total $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank) (Monday/Tuesday/Wednesday/Thursday/Friday) commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further order of the Court;

ANNUAL INCOME $150,000.00 OR HIGHER AND ADDITIONAL AMOUNT OF SUPPORT

NL-1 [Specify Party Name], having an annual income in excess of $150,000.00, pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify $ amount} pursuant to the Manitoba Table of the Child Support Guidelines, and an additional sum of {specify $ amount} as determined by the Court to be appropriate for the (child/children), for a total payment of {specify total $ amount} per month on the {specify day} of each month commencing [Date] until

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[58] To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

further order of the Court;

NL-2[59]　　[Specify Party Name], having an annual income in excess of $150,000.00, pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify $ amount} pursuant to the Manitoba Table of the Child Support Guidelines, and an additional sum of {specify $ amount} as determined by the Court to be appropriate for the (child/children), for a total payment of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until further order of the Court;

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[59]　　To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny.
Clause examples:
Even $ amount:　"… the sum of $500.00 per month in installments of $250.00 each on the 1st and 15th of each month commencing …".
Odd $ amount:　"… the sum of $525.25 per month in installments of $262.63 on the 1st of each month and $262.62 on the 15th of each month commencing …".

NL-3[60] [Specify Party Name], having an annual income in excess of $150,000.00, pay [specify Party Name] support for {specify Child(ren)'s Name(s)/Birthdate(s)} in the sum of {specify $ amount} pursuant to the Manitoba Table of the Child Support Guidelines, and an additional sum of {specify $ amount} as determined by the Court to be appropriate for the (child/children), for a total payment of {specify total $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank)   (Monday/Tuesday/Wednesday/Thursday/Friday) commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,) [Date] until further order of the Court;

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[60] To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $400.00 x 12 = $4800.00 ÷ 26 = $184.61 with a remainder of 14 cents. The amount payable bi-weekly is $184.61.
Clause example: "… sum of $400.00 per month in installments of $184.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $400.00 x 12 = $4800.00 ÷ 52 = $92.30 with a remainder of 40 cents. The amount payable weekly is $92.30.
Clause example: "… sum of $400.00 per month in installments of $92.30 every Thursday commencing Thursday, …".

HEALTH AND LIFE INSURANCE COVERAGE

NM-1   For so long as such benefits are available, [specify Party Name] shall acquire and continue the {specify dental and/or medical} insurance plan(s) through (his/her) employer or otherwise and shall do all things necessary to obtain the benefit for {specify name(s)}, which may include, but not be limited to, providing the forms, assisting in submitting claims and ensuring the party who paid the claim is reimbursed;

NM-2   [Specify Party Name] shall pay and continue to pay the premiums on (his/her) {specify type of insurance} insurance policy {specify policy number} with {specify name of insurance company} until {specify date or event};

NM-3   [Specify Party Name] shall irrevocably designate {specify Beneficiary's Name} as the beneficiary of (his/her) {specify type of insurance} insurance policy {specify policy number} with {specify name of insurance company};

BINDING ON ESTATE

NN-1   The obligation of [specify Party Name] to pay support for {specify name(s)} shall continue after the death of [specify Party Name] and shall be a debt of the Estate of [specify Party Name] until {specify date, event or further order of the Court};

TERMINATION OF SUPPORT

NO-1 The obligation of [specify Party Name] to pay support for {specify Child(ren)'s Name(s)/Birthdate(s)} is terminated effective [Date];

NO-2 The obligation of [specify Party Name] to pay support for [specify Party Name] is terminated effective [Date];

NO-3 The obligation of [specify Party Name] to pay [specify Party Name] the additional (sum/proportion) of {specify $ amount or proportion} per month for the special and extraordinary expense of {specify special expense} for {specify Child's Name/Birthdate} is terminated effective [Date];

Compensatory Payments

NP-1 [Specify Party Name] pay [specify Party Name] a compensatory payment in the sum of {specify total $ amount[61]} payable in the following manner {insert appropriate sub-clause(s)}:

   NP-1.1 - in (part/full) by payment of {specify $ amount} (immediately/by) {specify date if appropriate};

   NP- 1.2[62] - in monthly installments of {specify $ amount} on the {specify day} of each month commencing [Date] until paid

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[61] A compensatory payment may not exceed $500.00
[62] To allow for enforcement by the Maintenance Enforcement Program, installment payments must divide evenly into the total amount of compensatory payment ordered, with no remainder, or installment payments must otherwise add up to the total amount of the compensatory payment.

in full;

NP-1.3[63]   in semi-monthly installments of {specify $ amount} on the

{specify days} of each month commencing [Date] until paid in full;

NP-1.4[64]   {Specify other payment schedule}

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[63] *Supra*, note 62.
[64] *Supra*, note 62.

O. CONFIRMATION AND PROVISIONAL ORDERS

UNDER THE *DIVORCE ACT*

OA-1   The {specify name of Order} pronounced [Date] by {specify Judge} of the {specify court} is not confirmed;

OA-2   The application to confirm the {specify name of Order} pronounced [Date] by {specify Judge} of the {specify court} is returned to that Court for further evidence, including: {insert a separate OA-2.1 sub-clause for each evidence type specified}

OA-2.1   - {specify each evidence type separately};

OA-3   The {specify name of Order} pronounced [Date] by {specify Judge} of the {specify court} is confirmed and, accordingly: {insert a separate OA-3.1 sub-clause for each relief confirmed}

OA-3.1   {Specify each relief confirmed separately};

OA-4   The {specify name of Order} pronounced [Date] by {specify Judge} of the {specify court} is confirmed with variation and, accordingly: {insert a separate OA-4.1 sub-clause for each relief varied and confirmed}

OA-4.1   {Specify each relief varied and confirmed separately};

OA-5   Paragraph(s) {specify paragraph number(s)} of this Order (is/are) of no force and effect until confirmed by a Court in the (province/territory) where [specify Party Name] may be residing;

UNDER *THE INTER-JURISDICTIONAL SUPPORT ORDERS ACT*

OB-1   Registration of the {specify name of Order} pronounced [Date] by {specify judge or court} of the {specify the court or jurisdiction} is (confirmed/set aside);

OB-2   Paragraph(s) {specify paragraph number(s)} of this Order (is/are) of no force and effect until confirmed by a Court of a reciprocating jurisdiction where [specify Party Name] may be residing;

P. PAY THROUGH THE MAINTENANCE ENFORCEMENT PROGRAM

PAYMENTS

ENFORCEMENT INFORMATION

PA-1   The payment(s) of the (support/lump sum support/compensatory payment/arrears of support) ordered be made by cash, electronic transfer of funds, pre-authorized debit from a financial institution, money order or bank draft payable to the Province of Manitoba – Minister of Finance and be sent to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, pursuant to Part VI of *The Family Maintenance Act*;

PB-1   [Specify Party Name] and [specify Party Name] shall provide a completed Enforcement Information document to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, (immediately/by) {specify date if appropriate};

Q. ARREARS AND ENFORCEMENT OF SUPPORT

SETTING OF ARREARS BY A JUDGE

QA-1[65]   The total arrears of support pursuant to the {specify name of Order} pronounced [Date] by {specify Judge} to [Date] (owing to/blank) {specify name or agency} are set at {specify $ amount};

QA-2   The arrears of support pursuant to the {specify name of Order} pronounced [Date] by {specify Judge} to [Date] (owing to/blank) {specify name or agency} which have accrued subsequent to the {specify name of Order} pronounced [Date] by {specify Judge} are set at {specify $ amount};

QA-3   The total arrears of support pursuant to the previous paragraph(s) of this Order as of [Date] (owing to/blank) {specify name or agency} are set at {specify $ amount};

QA-4   The total arrears of penalties assessed by the Designated Officer, Maintenance Enforcement Program owed by [specify Party Name] to [specify Party Name] are set at {specify $ amount} (as of/blank) {specify

---

[65]   When some or all of the arrears of support being set or cancelled have been assigned to Employment and Income Assistance or someone other than the creditor, this clause should specify to whom the arrears are or were owing.
Additionally, when arrears of support are being set by the court the amount should not include penalties assessed by the Designated Officer, Maintenance Enforcement Program. If the court is setting a penalty amount clause QA-4 must be used. If the court is reducing or cancelling a penalty clause QE-4 must be used.

date if different from date of pronouncement of order};

SETTING OF ARREARS AT A SHOW CAUSE HEARING

QB-1   The (total/regular) arrears of support owed by [specify Party Name] on

            Maintenance Enforcement Program file number {specify file number}

            pursuant to the {specify name of Order} pronounced [Date] by {specify

            Judge} are set at {specify $ amount};

QB-2   The arrears owed by [specify Party Name] on Maintenance Enforcement

            Program file number {specify file number} which have accrued

            subsequent to the {specify name of Order} pronounced [Date] by

            {specify Judge} are set at {specify $ amount};

PAYMENT ON ARREARS (SET BY A JUDGE)

QC-1[66]   The arrears set out in the previous paragraph(s) of this Order in the sum

            of {specify $ amount} {*where there are previous orders setting arrears include*

            the words … and pursuant to the {specify name of Order} pronounced [Date] by

            {specify Judge} in the sum of {specify $ amount} *… repeat as necessary,*

            finishing with the words … for a total arrears amount of {specify total $

            amount}} shall be paid to {specify name or agency} as follows: {specify

---

[66]   In a family matter where there is more than one outstanding account, the Maintenance
        Enforcement Program requires a separate "Setting of Arrears" clause for each account but only
        one "Payment on Arrears" clause.

the manner of payment by inserting the appropriate QC-1 sub-clause(s)}

QC-1.1   - by payments of {specify total $ amount} per month on the {specify day} of each month commencing [Date] until the arrears are paid in full or varied by the Court;

QC-1.2[67]   - by payments of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing [Date] until the arrears are paid in full or varied by the Court;

QC-1.3[68]   - by payments of {specify total $ amount} per month in installments of {specify bi-weekly/weekly $ amount} every (second/blank) (Monday/Tuesday/Wednesday/Thursday/Friday)   commencing (Monday,/Tuesday,/Wednesday,/Thursday,/Friday,)   [Date]   until

---

[67]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny. Clause examples:
Even $ amount: "… the sum of $75.00 per month in installments of $37.50 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $75.25 per month in installments of $37.63 on the 1st of each month and $37.62 on the 15th of each month commencing …".
[68]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $75.00 x 12 = $900.00 ÷ 26 = $34.61 with a remainder of 14 cents. The amount payable bi-weekly is $34.61.
Clause example: "… sum of $75.00 per month in installments of $34.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $75.00 x 12 = $900.00 ÷ 52 = $17.30 with a remainder of 40 cents. The amount payable weekly is $17.30.
Clause example: "… sum of $75.00 per month in installments of $17.30 every Thursday commencing Thursday, …".

the arrears are paid in full or varied by the Court;

QC-1.4   - in (part/full) by payment of {specify $ amount} (immediately/by) {specify date if appropriate};

QC-1.5   - by filing (his/her) {specify year(s) if appropriate} Income Tax Return(s) with the Canada Revenue Agency by {specify date, each and every year commencing … and/or other detail as required} with proof of filing to the Designated Officer, Maintenance Enforcement Program, by {specify date, each and every year commencing … and/or other detail as required}. Any Income Tax Refund (and GST Credit/blank) to which [specify Party Name] is entitled shall be applied to the arrears of maintenance until they are paid in full or varied by the Court;

QC-1.6   - with the Maintenance Enforcement Program entitled to maintain a Federal Garnishing Order in place against the income tax refunds and G.S.T. credits of [specify Party Name] until the arrears are paid in full;

QC-1.7   - {Specify as directed by the Court};

PAYMENT ON ARREARS (SET BY A MASTER)

QD-1[69]   The arrears set out in the previous paragraph(s) of this Order shall be paid to {specify name or agency} as follows: {specify the manner of payment by inserting the appropriate QD-1 sub-clauses}

QD-1.1   - by payments of {specify total $ amount} per month on the {specify day} of each month commencing {specify date or other payment details} until the arrears are paid in full or varied by the Court;

QD-1.2[70]   - by payments of {specify total $ amount} per month in installments of {specify installment $ amount} (each/blank) on the {specify days – see footnote for odd amounts} of each month commencing {specify date or other payment details} until the arrears are paid in full or varied by the Court;

---

[69]   In a family matter where there is more than one outstanding account, the Maintenance Enforcement Program requires a separate "Setting of Arrears" clause for each account but only one "Payment on Arrears" clause.

[70]   To allow for immediate processing by the Maintenance Enforcement Program, the total of the two installment payments must be exactly equal to the monthly amount to the penny. Clause examples:
Even $ amount: "… the sum of $75.00 per month in installments of $37.50 each on the 1st and 15th of each month commencing …".
Odd $ amount: "… the sum of $75.25 per month in installments of $37.63 on the 1st of each month and $37.62 on the 15th of each month commencing …".

QD-1.3[71]   - by payments of {specify total $ amount} per month in installments

of {specify bi-weekly/weekly $ amount} every (second/blank)

(Monday/Tuesday/Wednesday/Thursday/Friday)   commencing

{specify weekday, date or other payment details} until the arrears

are paid in full or varied by the Court;

QD-1.4   - in (part/full) by payment of {specify $ amount} (immediately/by)

{specify date if appropriate};

QD-1.5   - by filing (his/her) {specify year(s) if appropriate} Income Tax

Return(s) (by/within/blank) {specify date, each and every year

commencing … and/or other detail as required} with proof of filing

to the Designated Officer, Maintenance Enforcement Program,

(by/within/blank) {specify date, each and every year commencing

… and/or other detail as required}. Any Income Tax Refund (and

GST Credit/blank) to which [specify Party Name] is entitled shall

be applied to the arrears of maintenance until they are paid in full

or varied by the Court;

---

[71]   To allow for immediate processing by the Maintenance Enforcement Program, the bi-weekly/weekly amount must be calculated accurately to the penny.
Bi-weekly payment calculation: Multiply the monthly amount by 12 and divide by 26.
Example: $75.00 x 12 = $900.00 ÷ 26 = $34.61 with a remainder of 14 cents. The amount payable bi-weekly is $34.61.
Clause example: "… sum of $75.00 per month in installments of $34.61 every second Thursday commencing Thursday, …".
Weekly payment calculation: Multiply the monthly amount by 12 and divide by 52.
Example: $75.00 x 12 = $900.00 ÷ 52 = $17.30 with a remainder of 40 cents. The amount payable weekly is $17.30.
Clause example: "… sum of $75.00 per month in installments of $17.30 every Thursday commencing Thursday, …".

QD-1.6   - in the event [specify Party Name] fails to comply with any terms of this Order, any licence or permit issued to (him/her) under *The Highway Traffic Act* may be suspended as of the date of the failure to comply, without further notice to [specify Party Name];

QD-1.7   - in the event [specify Party Name] is a claimant of a lottery prize, the Designated Officer of the Maintenance Enforcement Program may take proceedings with respect to the lottery prize and any funds so attached shall be applied to the arrears of maintenance;

QD-1.8   - {Specify as directed by the Court};

CANCELLATION OF ARREARS AND/OR PENALTIES[72]

QE-1   The arrears of support accumulated pursuant to the {specify name of Order} pronounced [Date] by {specify Judge} (for the period of/blank) {specify period if appropriate} (through to and including/blank) {specify date if appropriate} (owing to/blank) {specify name or agency if appropriate} are cancelled;

QE-2   The (total/portion of) arrears of support pursuant to the {specify name of Order} pronounced [Date] by {specify Judge} to [Date] in the amount of {specify $ amount} (owing to/blank) {specify name or agency if

---

[72]   When some or all of the arrears being set or cancelled have been assigned to Employment and Income Assistance or someone other than the creditor, these clauses should specify to whom the arrears are or were owing.

appropriate} are cancelled;

QE-3   The arrears of support payable by [specify Party Name] to [specify Party Name] pursuant to the {specify name of Order} pronounced [Date] by {specify Judge} (owing to/blank) {specify Name if appropriate} are cancelled;

QE-4   The total arrears of penalties assessed by the Designated Officer, Maintenance Enforcement Program owed by [specify Party Name] to [specify Party Name] are (reduced to/cancelled) {specify $ amount if applicable} (as of/blank) {specify date if different from date of pronouncement of order};

SUSPENSION OF ENFORCEMENT OF SUPPORT AND/OR ARREARS[73]

QF-1[74]   Enforcement by the Designated Officer, Maintenance Enforcement Program of {specify one or both of the following: the ongoing support obligation and/or the arrears} pursuant to the maintenance order(s) pronounced [Date] by [Judge] is suspended pursuant to subsection 61.2(4) until {specify date/six (6) months from the date of

---

[73] This relief is granted pursuant to section 61.2 of *The Family Maintenance Act.*

[74] This clause is to be used for a first suspension which is granted pursuant to subsection 61.2(4). A first suspension cannot exceed a period of six months from the date of pronouncement of the order. Orders which attempt to insert an end date which exceeds this limit will expire by operation of law six months after the date of pronouncement notwithstanding that the order may provide otherwise. If the suspension is conditional and the debtor does not comply with any condition, the suspension will terminate as of the date on which the debtor fails to comply.

pronouncement of this Order} {subject to the following conditions: (if applicable)[75]}

QF – 2[76]   Enforcement by the Designated Officer, Maintenance Enforcement Program of {specify one or both of the following: the ongoing support obligation and/or the arrears} pursuant to the maintenance order(s) pronounced [Date] by [Judge], which was previously suspended by order pronounced [Date] by [Judge], is suspended pursuant to subsection 61.2(6) until {specify date/six (6) months from the date of pronouncement of this Order} {subject to the following conditions: (if applicable)[5]}

QF-3[77]   Enforcement by the Designated Officer, Maintenance Enforcement Program of {specify one or both of the following: the ongoing support obligation and/or the arrears} pursuant to the maintenance order(s)

---

[75] The conditions set out here will be conditions which the debtor must comply with in order for the suspension to remain in effect. A suspension order will expire if the debtor fails to comply with any payment or other condition set out in it.

Possible conditions may include, but are not restricted to, the making of payments in a set amount and the application of income tax refunds and G.S.T. credits to arrears.

[76] This clause is to be used for a second suspension which is granted pursuant to subsection 61.2(6). A second suspension cannot exceed a period of six months from the date of pronouncement of the order. Orders which attempt to insert an end date which exceeds this limit will expire by operation of law six months after the date of pronouncement notwithstanding that the order may provide otherwise. If the suspension is conditional and the debtor does not comply with any condition, the suspension will terminate as of the date on which the debtor fails to comply.

[77] This clause is to be used for a third suspension which is granted pursuant to subsection 61.2(9). A third suspension may be for an unlimited period of time. If an end date is specified, the order will terminate on that date. If the suspension is conditional and the debtor does not comply with any condition, the suspension will terminate as of the date on which the debtor fails to comply.

pronounced [Date] by [Judge], which was previously suspended by order pronounced [Date] by [Judge] and by order pronounced [Date] by [Judge], is suspended pursuant to subsection 61.2(9) (until/blank) {specify date if applicable} {subject to the following conditions: (if applicable)[5]}

QF- 4[78]   The following enforcement action(s) taken by the Designated Officer, Maintenance Enforcement Program (is/are) suspended (until/blank) {specify date if applicable[79]} {list applicable actions}:

QF – 4.1   - proceedings to register the maintenance order in a land titles office;

QF – 4.2   - proceedings under *The Judgments Act* in relation to a maintenance order registered in a land titles office;

QF – 4.3   - proceedings to obtain a preservation order;

---

[78] Use this clause where the intent of the order is to restrict the Maintenance Enforcement Program's ability to take any of the actions set out in subsections 61.2(11) and (13) of *The Family Maintenance Act*. These subsections provide that certain enforcement actions already taken by the Program are not affected by a suspension order unless specifically stated. This includes, but is not restricted to, proceedings to register a lien in a land titles office, proceedings to obtain a preservation order, attachment of income tax refunds, GST refunds, EI payments, CPP payments, federal pensions in pay, wages of federal and federally regulated employees and the denial of passports and other federal licences.

Do not use this clause if the intent of the order is to remove or discharge a registration which is already in place or to set aside or terminate an order which has already been pronounced.

[79] The end date specified should match the end date set out in the general suspension clause (QF-1, QF-2 or QF-3). Suspension of these actions are subject to the same time limits and conditions as general suspensions pronounced pursuant to ss. 61.2 (4), 61.2(6) and 61.2(9).

QF – 4.4   - proceedings to register a financing statement in the Personal

                Property Registry;

QF – 4.5[80]   - enforcement action taken pursuant to the *Family Orders and*

                Agreements Enforcement Assistance Act (Canada) including the

                issuance of a support deduction notice or proceedings taken to

                obtain a garnishing order under *The Garnishment Act*;

QF – 4.5.1   - except for the attachment of the (income tax refunds and G.S.T

                credits and/or CPP payments and/or EI payments and/or OAS

                payments)[81] to which [specify Party Name] is or becomes entitled;

QF – 4.6[82]   – enforcement action taken pursuant to the *Garnishment,*

                Attachment and Pension Diversion Act (Canada) including the

                issuance of a support deduction notice or proceedings taken to

                obtain a garnishing order under *The Garnishment Act*;

QF – 4.7   - enforcement of the payment of costs charged by the Designated

                Officer, Maintenance Enforcement Program;

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[80] This action may include attachment of income tax refunds, GST credits, EI payments and CPP payments and denial of passports and other federal licences.

[81] Restrictions can be placed on federal garnishing orders to attach only certain categories of common federal payments: CRA (includes ITR and GST), EI, CPP and OAS. One or more of these categories may be specified as an exemption to the general suspension of a federal garnishing order.
[82] This action may include attachment of federal pensions in pay and wages of federal and federally regulated employees.

R. SALE OF PROPERTY

SALE OF PROPERTY

RA-1[83]   The property located at {specify street address in full} and legally described as:

{insert full legal Land Titles description – not street address}

shall be sold on the following terms and conditions: {insert a separate RA-1.1 sub-clause for each term and condition}

RA-1.1   - {specify each term and condition separately};

RA-2[84]   [Specify Party Name] shall transfer to [specify Party Name] the property legally described as:

{insert full legal Land Titles description – not street address}

free and clear of all encumbrances {specify exceptions if any} (immediately/by) {specify date if appropriate};

RA-3   [Specify Party Name] shall provide the following document(s): {insert the appropriate RA-3 sub-clause(s)}

---

[83]   Conditions might include who has conduct of the sale, how proceeds will be disposed of, deductions from proceeds, that party vacate by a certain date, etc.

[84]   If an encumbrance is an exception, refer to it by registration number.

RA-3.1   - Release of Homestead Rights;

RA-3.2   - Release of Insurance Interest;

RA-3.3   - Discharge {specify};

RA-3.4   - {specify other};

RA-4[85]   Title of the property legally described as:

                   {insert full legal Land Titles description – not street address}

                   is by this Order vested in the name of [specify Party Name] and the
                   District Registrar of the {specify location} Land Titles Office shall cancel
                   certificate of title number {specify number} and issue a new title for the
                   property in the name of [specify Party Name] free and clear of all
                   encumbrances {specify exceptions if any};

RA-5   There shall be no requirement to allow time for an appeal from this
                   Order, notwithstanding that the time for an appeal has not expired, and
                   [specify Party Name] shall immediately register this Order in the {specify
                   location} Land Titles Office;

REFERENCE TO THE MASTER (under *The Law of Property Act*)

RB-1   There shall be a reference to the Master of this Court for directions for

---

[85]   If an encumbrance is an exception, refer to it by registration number.

conduct of the sale;

RB-2   [Specify Party Name] shall have carriage of the reference;

RB-3   Title of the subject property shall vest in the name of the purchaser named in the Master's Report and Order on Sale;

RB-4   The Master shall make such inquiries, hear such evidence, assess such costs as may be appropriate, and shall make a Report and Order on Sale when the subject property is sold;

S. FAMILY PROPERTY

INTERIM RELIEF

SA-1   [Specify Party Name] shall pay [specify Party Name] an advance on the anticipated equalization payment of {specify $ amount} on or before [Date];

SA-2[86]   [Specify Party Name] shall transfer and/or deliver the following assets now in (his/her) possession to [specify Party Name] as an advance on the anticipated equalization:

- {list assets/property}

by {specify manner of transfer or delivery consistent with the other provisions of the Order} on or before [Date];

SA-3[87]   [Specify Party Name] shall not sell or part with the possession of and shall preserve (all/the following) assets in (his/her) possession (other than in the ordinary course of his or her business operation/blank) until further order of the Court {list assets/property if appropriate};

---

[86]   Example of manner of transfer or delivery – through third parties rather than through direct delivery.

[87]   This is the language of *The Family Property Act*; a more elaborate injunction would have to be under *The Queen's Bench Act* and Rules.

REFERENCE TO THE MASTER (under *The Family Property Act*)

SB-1[88]   There shall be a reference to the Master of this Court for an accounting and valuation of the assets of the parties pursuant to the provisions of *The Family Property Act*;

SB-2   For the purposes of the reference, the date of closing and valuation is [Date];

SB-3   For the purposes of the reference, the date of commencement of cohabitation is [Date];

SB-4   The Master shall make such inquiries, hear such evidence, employ such experts as shall be deemed necessary or desirable for the purposes of the reference, assess such costs as may be appropriate, and shall make a report to this Court respecting same;

SB-5   The Master shall make a determination as to whether the following assets or liabilities are shareable or non-shareable, as to the value of each asset or liability, and as to the extent the value is shareable or non-shareable: {insert a separate SB-5.1 sub-clause for each asset or liability and issue to be determined}

---

[88]   *The Marital Property Act* was renamed *The Family Property Act* as part of *The Common-Law Partners' Property and Related Amendments Act*, which came into force June 30, 2004. Orders made prior to that date should be drafted using the former name of the Act. Orders made on or after June 30, 2004, must be drafted using the current name of the Act, whether or not proceedings were commenced or relief was sought under the former name of the Act.

SB-5.1   - {describe each asset or liability and issue to be determined

                          separately};

SB-6   The Master shall make a determination as to whether the following

              assets or liabilities are owned by either or both parties (and shall value

              same/blank):   {insert a separate SB-6.1 sub-clause for each asset or

              liability and issue to be determined}

SB-6.1   - {describe each asset or liability and issue to be determined

                          separately};

SB-7   The Master shall value the following assets or liabilities, which are jointly

              owned or owed by the parties and alleged to be excluded from the

              application of *The Family Property Act*, with the valuation date for such

              assets or liabilities being {specify a date which is likely to be a current

              date rather than the valuation date for the assets being valued pursuant

              to *The Family Property Act*}:   {insert a separate SB-7.1 sub-clause for

              each asset or liability}

SB-7.1   - {describe each asset or liability separately};

SB-8   The Master shall make a determination as to whether the following

             assets or liabilities are already shared within the meaning of *The Family*

             Property Act (and, if not already shared, shall value same/blank): {insert

             a separate SB-8.1 sub-clause for each asset or liability}

SB-8.1   - {describe each asset or liability separately};

DIVISION

SC-1[89]   An accounting having been made between the parties under Part II of

             The Family Property Act, an (un)equal division shall be completed as

             follows: {insert the appropriate SC-1 sub-clause(s)}

SC-1.1   - [specify Party Name] shall transfer, convey and/or deliver the

                     following assets now in (his/her) possession to [specify Party

                     Name]:

                            - {list assets/property};

SC-1.2   - [specify Party Name] shall keep (all/all other/the following)

                     assets now in (his/her) possession, free from any claim by the

                     other {list assets/property if appropriate};

---

[89]   *The Marital Property Act* was renamed *The Family Property Act* as part of *The Common-Law Partners' Property and Related Amendments Act*, which came into force June 30, 2004. Orders made prior to that date should be drafted using the former name of the Act. Orders made on or after June 30, 2004, must be drafted using the current name of the Act, whether or not proceedings were commenced or relief was sought under the former name of the Act.

SC-1.3   - [specify Party Name] shall pay to [specify Party Name] an equalization payment of {specify $ amount}, which may be satisfied by {specify};

SC-1.4   - [specify Party Name] shall pay [specify Party Name] interest on the equalization payment of {specify $ amount and interest details};

SC-1.5   - [specify Party Name] shall pay the following debts and liabilities:

         - {specify debts and liabilities of the marriage or common-law relationship};

SC-1.6   - the pension of [specify Party Name] in connection with (his/her) employment with {specify Employer} shall be shared between the parties pursuant to the provisions of *The Pension Benefits Act* {other pension statutes}, and for such purposes the period to be used to determine the share of [specify Party Name] in the pension shall be from {specify date of marriage or commencement of cohabitation} to {specify date of valuation or separation};

SC-1.7   - {Specify as directed by the Court};

LAND TITLES

SD-1   In this proceeding, an interest in the following land is in question:

{insert full legal Land Titles description – not street address};

SD-2   The Pending Litigation Order pronounced by [specify Judge] on [Date] against the following land:

{insert full legal Land Titles description – not street address}

and registered as number {specify number} in the {specify location} Land Titles Office is by this Order discharged from the above described land;

SD-3   There shall be no requirement to allow time for an appeal from this Order, notwithstanding that the time for an appeal has not expired, and [specify Party Name] shall immediately register this Order in the {specify location} Land Titles Office;

T. EFFECTIVENESS OF RELIEF OR ORDER

EFFECTIVENESS OF RELIEF OR ORDER[90]

TA-1 The {specify name of Order} pronounced [Date] by [specify Judge] is (satisfied/set aside/of no further effect/suspended);

TA-2 The following provision(s) in the {specify name of Order} pronounced [Date] by [specify Judge] (is/are) (satisfied/set aside/of no further effect/suspended), namely:

    - {list provision(s)}

TA-3[91] The Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, recalculating child support in the {specify name of Order} pronounced [Date] by {specify Judge} {[92]as subsequently recalculated by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, and by the … continue as required} is (suspended until further order of the Court/of no force and effect/rescinded effective) {specify a date when applicable};

---

[90] Use the QF clauses if the relief sought is in reference to suspension of maintenance enforcement.

[91] This clause can be used where the Court considers a notice of motion to vary a child support order brought within 30 days of parties being notified of a Recalculated Child Support Order.

[92] Use the words "… as subsequently recalculated by …" in Clause TA-3 where the original child support amount has been recalculated previously and that/those recalculation(s) has/have taken effect.

APPLICATION TO SET ASIDE PROTECTION ORDER

TB-1   The application of [specify Party Name] to (set aside/revoke[93]) the

Protection Order pronounced [Date] by [specify Justice of the Peace] is

granted and the Order is (set aside/revoked);

TB-2   The application of [specify Party Name] to (set aside/revoke[94]) the

Protection Order pronounced [Date] by [specify Justice of the Peace] is

dismissed and the Order is confirmed;

TB-3[95]   The application of [specify Party Name] to (set aside/revoke[96]) the

Protection Order pronounced [Date] by [specify Justice of the Peace] is

dismissed, but the Order is varied as set out in this Order;

ADJOURNMENT

TC-1   (This matter/The issue of/The issues of) {specify issue(s)} (is/are)

adjourned: {insert the appropriate TC-1 sub-clause(s)}

TC-1.1   - indefinitely;

TC-1.2   - to {specify date and time, Family Motions List or other};

---

[93]   Pursuant to subsection 11(1) of *The Domestic Violence and Stalking Act*, the respondent may apply to set aside a protection order within 20 days after being served with the order. Pursuant to clause 19(1)(b) of the Act, the court, on application at any time after the protection order is filed in the court, may revoke the protection order.

[94]   *Supra*, note 89.

[95]   At a hearing to set aside a Protection Order, a Queen's Bench Judge "may vary it by deleting clauses or by adding clauses from subsection 7(1)" [S. 12(1)]. On application, the Court may also vary a Protection Order "if satisfied that it is fit and just to do so" at any time after the Order is filed in the Queen's Bench. In so doing, the Court can "add terms and conditions, which may include any provision … in clauses 14(1)(a) to (p)" [S. 19(1)]. The nature of the Order and proceeding will affect which of the Prevention Order and Driver's Licence Suspension clauses, for example, should be included.

[96]   *Supra*, note 89.

TC-1.4   - on the condition that {specify the condition(s)};

TC-1.5   - and may be brought on at the request of either party upon notice
                  to the other;

TC-1.6   - for [Specify Party Name] to file and serve {specify document(s)}
                  by [Date];

TC-1.7   - for a (Support Application/Support Variation Application) to be
                  submitted by [Specify Party Name] pursuant to *The Inter-jurisdictional Support Orders Act* for determination by a competent
                  authority in the reciprocating jurisdiction where [Specify Party
                  Name] is believed to habitually reside;

TC-1.8   -for the (Support Application/Support Variation Application)
                  submitted by [Specify Party Name] pursuant to *The Inter-jurisdictional Support Orders Act* to proceed before a competent
                  authority in the reciprocating jurisdiction where [Specify Party
                  Name] is believed to habitually reside;

TC-1.9   - to (Date/indefinitely) for [Specify Party Name] to provide the
                  further information or documents as directed by [specify Judge] on
                  [Date] pursuant to *The Inter-jurisdictional Support Orders Act;*

TC-2   (There having been a request for the opportunity to consult with a
                  lawyer,/blank) (T/t)his matter is adjourned to [Date] at {specify time} (in

Courtroom 223/in Courtroom/at) {specify courtroom number if appropriate} [specify Queen's Bench Court Complex and address in full including postal code], {specify "for a show cause hearing to proceed that date", "with or without counsel", "for disposition" and/or other detail if appropriate} on condition that [specify Party Name]: {insert the appropriate TC-2 sub-clause(s)}

TC-2.1   - personally appear on that date;

TC-2.2   - provide proof that (he/she) has filed (his/her) Income Tax Return(s) with the Canada Revenue Agency for the {specify year(s)} taxation year(s) {specify a date if different from the adjournment date and/or other detail};

TC-2.3   - provide a complete list of all places where (he/she) has applied for employment, including whom (he/she) contacted and the date of the applications (within the last/for the period) {specify a time period, a date if different from the adjournment date and/or other detail};

TC-2.4   - provide proof that (he/she) is in receipt of Social Assistance Benefits {specify a date if different from the adjournment date and/or other detail};

TC-2.5   - provide proof that (he/she) is in receipt of Employment Insurance

Benefits {specify a date if different from the adjournment date and/or other detail};

TC-2.6   - pay {specify $ amount} (immediately/by) {if appropriate, specify date and/or the words "with proof of payment to be provided to the Court on the date of adjournment" and/or other detail as required};

TC-2.7   - provide {specify number} current, consecutive pay stubs from (his/her) employment {specify a date if different from the adjournment date and/or other detail};

TC-2.8   - report particulars of (his/her) income {specify period of time} to the Designated Officer of the Maintenance Enforcement Program (immediately/by) {specify date and/or other detail as required};

TC-2.9   - provide receipts for any payments made directly to [specify Party Name] by {specify date and other detail as required};

TC-2.10   - complete and provide a sworn financial statement outlining (his/her) financial circumstances {specify a date if different from the adjournment date and/or other detail};

TC-2.11   - provide proof that an application to vary the support order has been filed, with copies of the Notice of Motion and supporting Affidavit(s) {specify a date if different from the adjournment date and/or other detail};

TC-2.12   - provide the date set for the hearing of the variation application {specify a date if different from the adjournment date and/or other detail};

TC-2.13   - {specify as directed by the Court};

TC-2.14   - unless otherwise specifically directed, all documents ordered to be produced are to be provided to Crown Counsel by the adjournment date;

TC-2.15   - remain in custody until further order of the Court;

TC-2.16   - provide (the status of/an update as to) ongoing variation proceedings;

TC-3   This matter is adjourned to [Date] at {specify time} (in Courtroom 223/in

Courtroom/at) {specify courtroom number if appropriate} [specify

Queen's Bench Court Complex and address in full including postal code]

{specify other details as directed by the Court};

EFFECTIVE DATE AND SERVICE

TD-1   This Order remains in effect until {specify date and time} and this matter

shall be adjourned to (the Family Motions List on/blank) {specify date

and time}.   [Specify Party Name] shall serve a copy of this Order, the

originating Petition if not previously served, the Notice of Motion and all

Affidavits filed in support of this Order, together with a new Notice of

Motion specifying the date of the hearing at which [specify Party Name]

may appear and the relief that will be sought at that time;

TD-2   The {specify name of Order} pronounced [Date] by [specify Judge]

remains in effect until (further order of the Court/blank) {if appropriate,

specify date and time};

REVIEWABLE

TE-1   The (Order/issue of/issues of) {specify issue(s)} (is/are) reviewable on

{specify as directed by the Court};

SEIZED

TF-1   [Specify Judge] shall hear all further hearings;

NOT SEIZED

TG-1   Further hearings can be heard by any judge of this Court;

VARYING AN ORDER

TH-1   Paragraph(s) {specify number(s)} of the {specify name of Order} pronounced [Date] by {specify Judge}, which read(s) as follows:

{repeat/list each old paragraph number and wording exactly}

be (deleted;/deleted and replaced with:) {if required, insert a separate TH-1.1 sub-clause for each replacement clause}

TH-1.1   {Specify the wording for each replacement clause separately};

TH-2[97]   Paragraph(s) {specify number(s)} of the {specify name of Order} pronounced [Date] by {specify Judge} as subsequently recalculated by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], Support Determination Officer, {and by the Recalculated Child Support Order … continue as required}, which read(s) as follows:

---

[97]   Use Clause TH-2 where a previous Recalculated Child Support Order has taken effect and a subsequent request for variation is granted. (i.e. Sub-rule 70.31(10.2) applies)

{repeat/list each old paragraph number and wording exactly}

be (deleted;/deleted and replaced with:) {if required, insert a separate TH-2.1 sub-clause for each replacement clause}

TH-2.1 {Specify the wording for each replacement clause separately};

TH-3 The following paragraph(s) be added to the {specify name of Order} pronounced [Date] by {specify Judge}: {insert a separate TH -3.1 sub-clause for each new clause}

TH-3.1 {Specify the wording of each added clause separately};

TH-4[98] The child support recalculation interval and commencement date(s) in the {specify name of Order[99]} pronounced [Date] by [specify Judge] shall continue until further order of the Court;

TH-5[100] Child support recalculation paragraphs(s) {specify number(s)} of the {specify name of Order[101]} pronounced [Date] by [specify Judge], which read(s) as follows:

{repeat/list each old child support recalculation paragraph number

---

[98] As of March 1, 2011, the child support recalculation interval and commencement date are prescribed by regulation (M.R. 15/2011). Orders varied on or after March 1, 2011 should specify the prescribed interval and commencement date.

[99] The Order referred to would be the Order that authorized recalculation of child support.

[100] Use Clause TH-5 when the Court is varying the child support recalculation interval/commencement date. When a child support order that includes or is subject to a recalculation order is varied, the specified recalculation interval/commencement date should be revisited and adjusted accordingly.

[101] *Supra*, note 95.

and wording exactly}

be deleted and replaced with: {insert a separate TH-5.1 sub-clause for each replacement clause separately}

TH-5.1   {Using Clause HA-5 wording for child support recalculation provisions pronounced before March 1, 2011 or Clause HA-6 wording for child support recalculation provisions pronounced on or after March 1, 2011, specify each replacement child support recalculation clause separately};

U. COSTS AND SECURITY FOR COSTS

PARTY/PARTY[102]

UA-1   [Specify Party Name] pay to [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify $ amount and, if necessary, when};

UA-2   [Specify Party Name] pay to [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify $ amount} including disbursements {specify when if necessary};

UA-3   [Specify Party Name] pay to [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify $ amount} plus disbursements of {specify $ amount} for a total of {specify total $ amount and, if necessary, when};

UA-4   [Specify Party Name] pay to [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify $ amount} plus disbursements to be assessed {specify when if necessary};

---

[102]   Section 24.13 of the *Child Support Guidelines Regulation* provides the Court must consider the Support Determination Officer's report in determining costs in a variation proceeding brought within 30 days of parties being notified of a child support recalculation.

UA-5   [Specify Party Name] pay to [specify Party Name] costs {for ... specify

nature of proceedings, if necessary} in accordance with the Tariff of The

Court of Queen's Bench Rules as a Class {specify class number}

proceeding, to be assessed;

UA-6[103]   The costs {of ... specify nature of proceedings, if necessary} are

reserved to the trial judge for determination;

UA-7   [Specify Party Name] and [specify Party Name] shall each bear their own

costs;

UA-8[104]   [Specify Party Name] pay costs regardless of the determination of this

matter;

LAWYER AND CLIENT

UB-1[105]   [Specify Party Name] pay [specify Party Name] costs in an amount that

fully compensates [specify Party Name] for all legal fees and

disbursements incurred in this proceeding, to be assessed;

---

[103]   Until researched to the contrary, it is believed that "reserved to the trial judge" is the same as "costs in the cause".

[104]   Until researched to the contrary, it is believed that "regardless of the determination of this matter" is the same as "in any event of the cause".

[105]   Until researched to the contrary, it is believed that "in an amount that fully compensates [specify Party Name] for all legal fees and disbursements incurred" is the same as "solicitor and own client costs".

SECURITY FOR COSTS

UC-1   [Specify Party Name] pay {specify $ amount} by way of security for costs

          as follows:

          {specify as directed by the Court};

V. SERVICE

PERSONAL SERVICE / ALTERNATIVE TO PERSONAL SERVICE

VA-1   A copy of (this Order/blank) (and/blank) {specify document(s) and its/their appropriate date(s) if appropriate} shall be served personally on [specify Party Name] (immediately/within 10 days of the date of signing/within 20 days of the date of signing/blank) {specify if different instructions by the Court};

VA-2   A copy of (this Order/blank) (and/blank) {specify document(s) and its/their appropriate date(s) if appropriate} shall be served on [specify Party Name] by (regular letter mail/registered mail/registered mail with confirmed service delivery/courier/fax/e-mail) addressed to {specify name, additional details and/or address in full} (immediately/within 10 days of the date of signing/within 20 days of the date of signing/blank) {specify if different instructions by the Court};

SUBSTITUTIONAL SERVICE

VB-1   The following action(s) shall be (an/blank) effective substitute(s) to personal service or alternative to personal service on [specify Party Name] of the {specify document(s) and its/their appropriate date(s)}: {insert the appropriate VB-1 sub-clause(s)}

VB-1.1   - publication of a notice in the {specify edition} edition(s) of the {specify name and location of the newspaper(s)} (as follows: /blank) {specify if required};

VB-1.2   - personal service of a copy of the {specify document(s) and its/their appropriate date(s)} on {specify Name, Designated Officer or Adult} (who resides/blank) at {specify address in full}, together with a letter addressed to {specify Name, Designated Officer or Adult} instructing (him/her/them/that person) to hand or forward the document(s) to [specify Party Name];

VB-1.3   - sending by (regular letter mail/registered mail/registered mail with confirmed service delivery/courier/fax/e-mail) a copy of the {specify document(s) and its/their appropriate date(s)} to {specify Name} at the following address(es):

                  - {specify address(es)};

VB-1.4   - {method and details as specified by the Court – example: by leaving a message on an answering machine at the following number …};

PROOF OF SERVICE BY REGISTERED MAIL

VC-1   Service of the {specify document(s) and its/their appropriate date(s)} on [specify Party Name] by registered mail shall be proved by an Affidavit of Service containing a copy of a Canada Post Corporation delivery confirmation form confirming all particulars including receipt;

EFFECTIVE DATE OF ALTERNATIVE OR SUBSTITUTIONAL SERVICE

VD-1   Service by {specify type of service: publication, personal service on a third party, regular letter mail, registered mail, registered mail with confirmed service delivery, courier, fax, e-mail, answering machine, etc.} of the {specify document(s) and its/their appropriate date(s)} on [specify Party Name] shall be effective {specify "immediately" or number of days} (days/blank) after (that/the last) service;

VD-2   Service as directed shall be completed {specify number} days before the date specified in the {specify document(s)};

TIME TO NOTE DEFAULT SPECIFIED

VE-1   In the event no (Statement of Defence/Answer) is filed within {specify number of days} days after service has been completed as directed, [specify Party Name] may proceed to note default on [specify Party Name] without further notice to [specify Party Name];

VALIDATION OF DEFECTIVE OR IMPROPER SERVICE

VF-1   (Personal/Alternative to personal/Substitutional) service upon [specify Party Name] of the {specify document(s) and its/their appropriate date(s)} is validated;

DISPENSE WITH SERVICE

VG-1   Service upon [specify Party Name] of the {specify document(s) and its/their appropriate date(s)} is not required;

SERVICE OF A RECALCULATION ORDER

VH-1[106]   [Specify Party Name] shall serve a copy of this Order and a blank Child Support Recalculation Service Registration Form on [specify Party Name] by regular letter mail addressed to {specify name} at {specify address};

VH-2[107]   [Specify Party Name] shall file proof of service on {specify name(s)} with the Court and shall provide a copy of this Order and proof of service to the Child Support Recalculation Service without delay;

---

[106]   Use only if the order authorizing recalculation of a child support order is not sought by both parents jointly or both parents have not completed the Registration Form.

[107]   Use only if the order authorizing recalculation of a child support order is not sought by both parents jointly or both parents were not present in court when the order was granted.

W. SIGNATURE CLAUSES FOR HARDCOPY DOCUMENTS[108]

DATE AND SIGNATURE

WA-1   DATED   .

_____

(Judge/Master/Deputy Registrar)

(APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT)

WB-1   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: _____

{Specify Lawyer}

Counsel for [specify Party Name]

WB-2   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: _____

{Specify Lawyer}

Amicus curiae for {specify Child(ren)'s Name(s)/Birthdate(s)}

---

[108]   The signature clauses in this Section are used for hardcopy documents only (with or without use of the Automated Family Court Order Builder). Electronic Draft Orders cannot be accepted with signature clauses attached.

WB-3   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: _____

         {Specify Lawyer}

         Counsel for {specify Child(ren)'s Name(s)/Birthdate(s)}

WB-4   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Agency}

Per: _____

         {Specify Lawyer}, Counsel

WB-5   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: _____

         {Specify Lawyer}

         Counsel for {list Parties}

WB-6   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

_____

[Specify Party Name], acting on (his/her) own behalf

X. LAWYERS OF RECORD OR COUNSEL

LAWYERS OF RECORD

XA-1   Lawyer of Record for [specify Party Name] is:

        Name: {specify}

        Firm Name: {specify}

        Address: {specify}

        Phone Number: {specify}

        Fax Number: {specify}

        E-Mail Address: {specify}

        Firm File Number: {specify}

XA-2   Counsel for {specify Name} is:

        Name: {specify}

        Firm Name: {specify}

        Address: {specify}

        Phone Number: {specify}

        Fax Number: {specify}

        E-Mail Address: {specify}

        Firm File Number: {specify}

XA-3   Counsel for the Designated Officer of the Maintenance Enforcement Program is:

Name: Manitoba Justice, Family Law Branch

Address: 1230 – 405 Broadway, Winnipeg, Manitoba, R3C 3L6

Phone Number: (204) 945-0268

Fax Number: (204) 948-2004

FLB File No.: {specify}

MEP File No.: {specify}

MEP Account No.: {specify}

Y. COURT STAFF USE ONLY

DATE AND SIGNATURE

YA-1   DATED [Date].

_____
(Judge/Master/Deputy Registrar)

YA-2   DATED [Date].

<u>ORIGINAL SIGNED BY [SPECIFY JUDGE]</u>

YA-3   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: <u>ORIGINAL SIGNED BY {specify Lawyer}</u>

Counsel for [specify Party Name]

YA-4   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: <u>ORIGINAL SIGNED BY {specify Lawyer}</u>

Amicus curiae for {specify Child(ren)'s Name(s)/Birthdate(s)}

YA-5   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: <u>ORIGINAL SIGNED BY {specify Lawyer}</u>

Counsel for {specify Child(ren)'s Name(s)/Birthdate(s)}

YA-6   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

        {Specify Agency}

        Per: <u>ORIGINAL SIGNED BY {specify Lawyer}</u>

        Counsel

YA-7   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

        {Specify Law Firm}

        <u>Per: ORIGINAL SIGNED BY {specify Lawyer}</u>

        Counsel for {list Parties}

YA-8   (APPROVED/CONSENTED) AS TO (FORM/CONTENT/FORM AND CONTENT):

        <u>ORIGINAL SIGNED BY [specify Party Name]</u>

        Acting on (his/her) own behalf

ESCORT POWERS

YB-1   To the Peace Officers and to the Keeper of a Provincial Institution: This is to command in Her Majesty's Name that: You, the Peace Officer, arrest and convey [specify Party Name] safely to a Provincial Correctional Institution in Manitoba and to deliver (him/her) to its Keeper. You, the Keeper, to receive [specify Party Name] into your custody and keep (him/her) in accordance with this Order and for so doing this is a sufficient Warrant;

WARRANTS

YC-1   [Specify Party Name] having been brought to this hearing on the

        authority of a Warrant for Arrest issued [Date] shall be released on

        (his/her) (own recognizance in the sum of/undertaking to appear on)

        ($500.00/blank) {specify a different amount or a date} and provided with

a copy of this Order;

YC-2   [Specify Party Name] having been brought to this hearing on the authority of a Warrant for Arrest issued [Date] shall be remanded in custody to [Date] and provided with a copy of this Order;

YC-3   [Specify Party Name] having been brought to this hearing on the authority of a Warrant for Arrest issued [Date] shall be released and provided with a copy of this Order;

Z. NON-STANDARD CLAUSE

The Court must approve the use of a non-standard clause. An acceptable explanation for the use of that clause must be submitted to the Court in writing along with the Order.