



THE NEWFOUNDLAND AND LABRADOR GAZETTE

PART I

PUBLISHED BY AUTHORITY

Vol. 90 ST. JOHN'S, FRIDAY, FEBRUARY 13, 2015 No. 7

ELECTORAL BOUNDARIES ACT

NOTICE

Under the requirements of section 7 of the *Electoral Boundaries Act*, I give notice that Mr. Justice Robert Stack is appointed Chairperson of the Newfoundland and Labrador Electoral Districts Boundaries Commission.

Dated at St. John's, February 9, 2015.

JUDY MANNING
Minister of Justice and Public Safety
and Attorney General

Feb 13

CORPORATIONS ACT

Corporations Act - Section 393
Local Incorporations
For the Month of: November 2014

Date	Number	Company Name			
2014-11-03	73635	73635 NEWFOUNDLAND AND LABRADOR LIMITED	2014-11-04	73644	73644 NEWFOUNDLAND & LABRADOR INC.
2014-11-03	73636	73636 NEWFOUNDLAND & LABRADOR INC.	2014-11-04	73645	73645 NEWFOUNDLAND & LABRADOR LTD.
2014-11-03	73643	Enviro Green Septic Pumping Limited	2014-11-04	73646	BWD ENTERPRISES LTD.
2014-11-04	73657	Baie Verte Fisheries Ltd	2014-11-04	73650	Lone Wolf Logistics Inc.
2014-11-04	73658	CAPITAL HEAT PUMPS LTD.	2014-11-04	73653	AWH Contracting Ltd.
			2014-11-04	73654	P.F. Controls Limited
			2014-11-04	73655	73655 NEWFOUNDLAND & LABRADOR INC.
			2014-11-05	73670	73670 NEWFOUNDLAND & LABRADOR INC.
			2014-11-05	73665	B & W Smith Enterprises Ltd.
			2014-11-05	73667	Regional Men's Darts Association Inc.
			2014-11-05	73666	TRISTAR HOLDINGS INC.
			2014-11-05	73656	Interwood Manufacturing Ltd.
			2014-11-05	73661	73661 NEWFOUNDLAND & LABRADOR INC.
			2014-11-05	73662	73662 NEWFOUNDLAND & LABRADOR INC.
			2014-11-06	73675	Max Media Solutions Ltd.
			2014-11-06	73673	Pearus App Inc
			2014-11-06	73676	Robert Rose Services Ltd.
			2014-11-06	73671	Shane's Roofing and Renovations Inc.
			2014-11-06	73663	eCash Financial Inc.
			2014-11-06	73664	Avalon Vapor Inc.
			2014-11-07	73683	73683 NEWFOUNDLAND & LABRADOR INC.
			2014-11-07	73684	73684 NEWFOUNDLAND & LABRADOR INC.
			2014-11-07	73688	DOUBLE H ELECTRIC LTD.
			2014-11-07	73679	F. James TV Film Co. Ltd.
			2014-11-07	73686	Gaze Seed (2015) Inc.

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2014-11-07	73685	PLW Ventures Inc.	2014-11-20	73756	73756 NEWFOUNDLAND AND LABRADOR INC.
2014-11-07	73672	THE BEST WATER CORP.			
2014-11-07	73674	BTB Solutions Inc.	2014-11-20	73768	Big Blue Seafood Products Incorporated
2014-11-07	73677	Rebel Boarding Kennels Ltd.			
2014-11-07	73678	Classic Theater Inc.	2014-11-20	73760	COM Recycling Limited
2014-11-10	73691	BELL IRON LTD	2014-11-20	73757	Paperwork Holdings Inc.
2014-11-10	73693	LONG POINT LOGISTICS LTD.	2014-11-20	73758	Salt Water Resources Inc
2014-11-10	73692	The Signature Salon Inc.	2014-11-20	73749	Island Rock Café and Bed & Breakfast Inc.
2014-11-10	73687	Wm. H. Evans Consulting Ltd.			
2014-11-10	73689	TKM HOLDINGS LTD,	2014-11-20	73750	73750 NEWFOUNDLAND AND LABRADOR INC.
2014-11-10	73690	EnerMech Canada Limited			
2014-11-12	73700	Blue Water Recycling & Disposal Services Limited	2014-11-20	73754	73754 NEWFOUNDLAND AND LABRADOR INC.
2014-11-12	73699	Dandy Dan's Food Products Inc	2014-11-21	73775	73775 NEWFOUNDLAND & LABRADOR LIMITED
2014-11-12	73703	Enel GP Newfoundland and Labrador Inc.	2014-11-21	73777	MMD Properties Ltd.
2014-11-12	73697	Future Clean Ltd.	2014-11-21	73774	MOT Property Corp.
2014-11-12	73698	Gold Star Electrical Ltd.	2014-11-21	73776	Nova Marystown Dentistry Professional Inc.
2014-11-13	73711	Dr. Jennifer Young P.M.C. Inc.			
2014-11-13	73712	Flawless Construction Inc.	2014-11-21	73780	STRUKTURA CAPITAL INC.
2014-11-13	73709	Newfoundland Underwater Ship Repair Limited	2014-11-21	73763	JC Petroleum Limited
2014-11-13	73716	NR Dalton Developers Inc.	2014-11-21	73764	Kenmount Investments Limited
2014-11-13	73715	Saltwater Holdings Inc.	2014-11-21	73765	TLT Consulting Inc.
2014-11-13	73707	EMERLI ENTERPRISES LTD.	2014-11-21	73767	73767 NEWFOUNDLAND AND LABRADOR LIMITED
2014-11-13	73708	D & M Foods Ltd.			
2014-11-14	73719	73719 NEWFOUNDLAND & LABRADOR INC.	2014-11-21	73769	73769 NEWFOUNDLAND AND LABRADOR LTD.
2014-11-14	73720	OLIVER CONTROLS AND ELECTRIC INC.	2014-11-21	73771	Eltoq Developments Inc.
2014-11-14	73714	Fog Harbour Renovations Incorporated	2014-11-21	73772	WorkLIFE Solutions Inc.
2014-11-17	73733	CARVEL & HELM INTERIOR DESIGN INC.	2014-11-24	73784	HANNAFORD FINANCIAL SERVICES INC.
2014-11-17	73729	Designate A Driver Ltd.	2014-11-24	73781	PELLEY AUCTION SERVICES INC.
2014-11-17	73731	Forest Ventures Consulting Inc.	2014-11-24	73773	POLISHED HOME BUILDERS LTD.
2014-11-17	73730	Industrial Rope Access Inc.	2014-11-24	73778	73778 NEWFOUNDLAND & LABRADOR CORP.
2014-11-17	73734	KENSINGTON SHOE COMPANY INC.	2014-11-25	73791	73791 NEWFOUNDLAND & LABRADOR INC.
2014-11-17	73728	Lamat Technology Inc.	2014-11-25	73798	Better Homes Limited
2014-11-17	73718	2016 Newfoundland and Labrador Summer Games Host Committee – CBS Inc.	2014-11-25	73793	Lane's Retirement Living Inc.
2014-11-17	73724	Kiddie City Inc.	2014-11-25	73790	Mobile Smiles NL Limited
2014-11-17	73725	Odd Couple Educational Software Inc.	2014-11-25	73795	Phoenix Engineering Inc.
2014-11-17	73726	73726 NEWFOUNDLAND & LABRADOR LTD.	2014-11-25	73794	Pope Music Season 1 Ltd.
2014-11-17	73727	Marystown Come Home Year 2015 Inc.	2014-11-25	73792	Tai Chi by the Sea NL Inc
2014-11-18	73740	73740 NEWFOUNDLAND AND LABRADOR LIMITED	2014-11-25	73797	WEST BAY FISHERMENS COMMITTEE INC
2014-11-18	73738	DTW HOLDINGS LTD.	2014-11-25	73783	East Coast Crusaders Inc.
2014-11-18	73736	Pacer Newfoundland and Labrador Construction Corporation	2014-11-25	73788	Duckworth Consulting Inc.
2014-11-18	73737	RKW HOLDINGS LTD.	2014-11-25	73789	Corbel Constructors Limited
2014-11-18	73735	ThomasEllie Holdings Inc.	2014-11-26	73806	Anchor Point Fisheries Inc.
2014-11-18	73739	WAPAR AVIATION CONSULTING INC.	2014-11-26	73805	DKM Investments Limited
2014-11-19	73753	Bio Central Inc.	2014-11-26	73807	Northern Anchor Fisheries Ltd.
2014-11-19	73741	73741 NEWFOUNDLAND AND LABRADOR INC.	2014-11-26	73796	INGRAM'S ELECTRICAL LTD.
2014-11-19	73742	73742 NEWFOUNDLAND AND LABRADOR INC.	2014-11-26	73799	73799 NEWFOUNDLAND & LABRADOR INC.
2014-11-19	73743	73743 NEWFOUNDLAND AND LABRADOR INC.	2014-11-26	73803	ROACH CONSULTING INC.
2014-11-19	73744	73744 NEWFOUNDLAND AND LABRADOR INC.	2014-11-27	73816	101847 Financial Services Inc.
2014-11-19	73745	PTL Holdings Limited	2014-11-27	73815	D. Boyde Clarke F.C.A. Professional Corporation Inc.
2014-11-19	73746	N.E. Parrott Investments Limited	2014-11-27	73814	Iron Horse Consulting Services Ltd.
			2014-11-27	73813	OLDFORD RETAIL SERVICES INC.
			2014-11-27	73804	Susan M. LeDrew PLC Inc.
			2014-11-27	73811	TJZ Consulting Inc.
			2014-11-28	73819	Great Northern Wireless Inc.
			2014-11-28	73820	Multi Investments Limited
			2014-11-28	73817	Newfoundland and Labrador College of Respiratory Therapists
			2014-11-28	73812	R & D Bait & Feed Inc.

Total Incorporations: 131

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Corporations Act - Section 331

Local Revivals

For the Month of: November 2014

Date	Number	Company Name
2014-11-07	64992	64992 NEWFOUNDLAND & LABRADOR INC.
2014-11-18	25949	LEEMATT HOLDINGS LIMITED
2014-11-21	37696	E-tec Inc.
2014-11-21	34283	Riverhead/St. Mary's Fishermens Committee Incorporated
2014-11-24	52769	BWL Real Estate Limited

Total Revivals: 5

Corporations Act - Section 286

Local Amendments

For the Month of: November 2014

Date	Number	Company Name
2014-11-03	45483	CRI Consulting Inc.
2014-11-04	60566	BELLIES AND BUNDLES MATERNITY AND BABY BOUTIQUE INC.
2014-11-04	8973	Bennett Enterprises Limited
2014-11-05	45383	Fishers' Loft Inn Incorporated
2014-11-06	35718	Pine Tree Recreation Corporation
2014-11-07	55751	CORE INSIGHT INC.
2014-11-07	69730	RON'S DISPOSAL SERVICE LIMITED
2014-11-10	8622	RIDEOUT'S CONSTRUCTION LIMITED
2014-11-12	52561	ALLCOAST INSURANCE CORPORATION
2014-11-12	65569	ASAP Cabs Inc.
2014-11-13	71133	My Mobile Medix Corp
2014-11-13	60265	TKM CONSULTANTS LTD.
2014-11-14	73657	Baie Verte Fisheries Ltd
2014-11-17	25109	CANADIAN MARITIME AGENCY LIMITED
2014-11-17	50879	Celtic Pride Financial Corp.
2014-11-17	73545	Chimo Construction (2014) Limited
2014-11-17	72933	Essential Chiropractic Inc.
2014-11-17	53038	HIGHLAND INVESTMENTS INC.
2014-11-18	25949	LEEMATT HOLDINGS LIMITED
2014-11-18	25949	LEEMATT HOLDINGS LIMITED
2014-11-18	73338	NARL Refining Inc.
2014-11-19	72266	DR. MAUREEN HOGAN P.M.C. INC.
2014-11-19	51365	Krista Aucoin Ltd
2014-11-20	71241	Authentic Canadian Seafoods Inc.
2014-11-20	55008	DR. WILLIAM E. CASEY PROFESSIONAL MEDICAL CORPORATION
2014-11-20	72575	OPTIMIZED RISK AND INSURANCE LTD.
2014-11-21	29500	Crane's Development Inc.
2014-11-21	70262	Newfoundland and Labrador Archaeological Society, Inc.
2014-11-21	72664	NEXGEN IT SOLUTIONS INC.
2014-11-21	35959	SEA PORT SERVICES LIMITED
2014-11-21	38416	Sustainable Windows & Doors Inc.
2014-11-21	73672	THE BEST WATER CORP.
2014-11-24	17671	N.E. Parrott Surveys Limited
2014-11-24	62525	PARROTT DEVELOPMENT INC.
2014-11-25	63908	63908 NEWFOUNDLAND & LABRADOR INC.

2014-11-25	25652	SOUTHERN AVALON SENIOR CITIZENS HOUSING ASSOCIATION INC.
2014-11-26	70615	City Chrysler Limited
2014-11-27	41108	LEWISPORTE HOLDINGS LIMITED
2014-11-28	66408	DAVID DAWE HOLDINGS INC.
2014-11-28	66409	HAROLD DAWE HOLDINGS INC.
2014-11-28	66407	TONY DAWE HOLDINGS INC.

Total Amendments: 41

Corporations Act - Section 335

Local Dissolutions

For the Month of: November 2014

Date	Number	Company Name
2014-11-03	34214	A. R. C. Contracting Ltd.
2014-11-03	67771	EM ST. JOHN'S REALTY INC.
2014-11-03	59354	Marine Ventures Inc.
2014-11-03	69747	NEWFOUND SHORELINE INC.
2014-11-03	70492	R.J.'S ROOFING INCORPORATED
2014-11-03	70819	STURGE CONSTRUCTION LTD.
2014-11-05	53531	RADIANCE HAIR STUDIO AND SPA LIMITED
2014-11-05	57515	SAFETYMED PLUS LIMITED
2014-11-07	51222	FORMALS NEWFOUNDLAND LIMITED
2014-11-07	55791	HOLLAND'S TRUCKING INC.
2014-11-10	71700	Black-a-Moor Island Resort Inc.
2014-11-10	25212	DAM ENTERPRISES LIMITED
2014-11-10	59383	DMN HOLDINGS INC.
2014-11-10	30984	K.M. Homes Ltd.
2014-11-12	46330	ELIZABETH PARK HOLDINGS LIMITED
2014-11-12	62005	VanGO Productions Inc.
2014-11-13	16693	Hi Lite Framing and Gallery Limited
2014-11-13	55024	Renews River Conservation Association Incorporated
2014-11-13	63770	Southern Shore Waste Management Inc.
2014-11-14	63479	CORNER BROOK SUMMER EXPO INC.
2014-11-14	65676	ISCS Integrated Safety Consulting Solutions LTD
2014-11-14	54502	SHGB Fitness Centre Inc.
2014-11-17	68721	CJ Properties Incorporated
2014-11-17	53387	DANIELS ENTERPRISE INC.
2014-11-17	22640	Oasis Limited
2014-11-18	67683	67683 NEWFOUNDLAND & LABRADOR LIMITED
2014-11-20	63008	C & T BUILDING & RENOVATORS INC
2014-11-24	6958	Bonne Bay Motel Limited
2014-11-24	67060	BROOKLYN CONSTRUCTION INC.
2014-11-24	56358	BUTLER'S CERAMIC TILE LTD.
2014-11-24	67358	Sea Glass Inc
2014-11-26	48526	Change Islands Youth Association Inc
2014-11-26	16426	K & B Contracting Ltd.
2014-11-27	17718	Bill McDonald's Distributors Limited
2014-11-28	22674	B.R.D. HOLDINGS LIMITED
2014-11-28	47688	Caron Hawco Communications Inc.
2014-11-28	34044	Southern Bay Groceteria Ltd.
2014-11-28	34134	STONEVILLE GARAGE LIMITED

Total Dissolutions: 38

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Corporations Act - Section 299

Local Discontinuances

For the Month of: November 2014

Date	Number	Company Name
2014-11-04	38415	Newfoundland Marine Safety Systems Ltd.
2014-11-14	57334	KEE SCARP LIMITED
2014-11-25	28242	J. & L. TRUCKING LTD.
2014-11-28	51269	9102116 Canada Limited

Total Discontinuances: 4

Corporations Act - Section 294

Local Amalgamations

For the Month of: November 2014

Date	Number	Company Name
2014-11-01	73642	Dr. Neil Power Dental Services Inc.
From:	56796	DR. NEIL POWER DENTAL SERVICES INC.
	62319	REGATTA DENTAL LAB INC.
2014-11-26	73809	Hedderson's Fish, Meat and Vegetable Market Limited
From:	28747	Dawe's Fish, Meat and Vegetable Market Limited
	73253	Hedderson's Fish, Meat and Vegetable Market Limited
2014-11-28	73823	The Buck Weaver's Corporation
From:	57165	57165 NEWFOUNDLAND & LABRADOR INC.
	58528	58528 NEWFOUNDLAND & LABRADOR INC.
	44624	EAST END BAGELS INC.
	45026	The Buck Weaver's Corporation
2014-11-30	73824	WindJammer Investments Inc.
From:	73662	73662 NEWFOUNDLAND & LABRADOR INC.
	38073	WindJammer Investments Inc.

Total Amalgamations: 4

Corporations Act - Section 286

Local Name Changes

For the Month of: November 2014

Number		Company Name
65569		ASAP Cabs Inc.
2014-11-12	From:	65569 NEWFOUNDLAND & LABRADOR INC.
71133		My Mobile Medix Corp
2014-11-13	From:	ATLANTIC LABORATORY COLLECTIONS AGENCY CORP.
73657		Baie Verte Fisheries Ltd
2014-11-14	From:	Baie Verte Fisheries International Ltd
50879		Celtic Pride Financial Corp.
2014-11-17	From:	FRENCHY'S CLOTHING STORE LTD.
73545		Chimo Construction (2014) Limited
2014-11-17	From:	73545 NEWFOUNDLAND & LABRADOR LTD.

71241		Authentic Canadian Seafoods Inc.
2014-11-20	From:	AUTHENTIC CANADIAN SEAFOOD PRODUCTS INC.

73672		THE BEST WATER CORP.
2014-11-21	From:	73672 NEWFOUNDLAND & LABRADOR CORP.

70615		City Chrysler Limited
2014-11-26	From:	70615 NEWFOUNDLAND & LABRADOR INC.

Total Name Changes: 8

Corporations Act - Section 443

Extra-Provincial Registrations

For the Month of: November 2014

Date	Number	Company Name
2014-11-03	73652	2383029 ONTARIO INC.
2014-11-03	73651	2437533 ONTARIO INC.
2014-11-03	73647	ASSURERX CANADA, LTD.
2014-11-03	73649	ODGERS BERNDTSON CANADA INC.
2014-11-04	73659	101183517 SASKATCHEWAN LTD.
2014-11-05	73668	3281411 NOVA SCOTIA COMPANY
2014-11-05	73669	THE CHEMOURS CANADA COMPANY/LA COMPAGNIE CHEMOURS DU CANADA
2014-11-07	73681	ABEX AFFILIATED BROKERS EXCHANGE INC.
2014-11-07	73682	DBC MARINE SAFETY SYSTEMS LTD.
2014-11-07	73680	Lytton Financial Inc.
2014-11-10	73696	Barr Underwriting Solutions Inc.
2014-11-12	73701	7567456 Canada Ltd.
2014-11-12	73706	Restaurant Brands International Inc.
2014-11-12	73702	STEVLOC Management Inc.
2014-11-13	73710	Fort Financial Group Inc.-Groupe Financier Fort Inc.
2014-11-14	73722	8727775 CANADA INC.
2014-11-14	73723	ALTECH DRILLING & INVESTIGATIVE SERVICES LTD.
2014-11-14	73721	ASTON HILL ENERGY 2014 GP INC.
2014-11-17	73732	B+H ARCHITECTS INC.
2014-11-18	73747	SIMPLY CHARMING CORP.
2014-11-19	73751	ABENGOA TRANSMISSION & INFRASTRUCTURE ULC
2014-11-19	73755	Aerie Pharmaceuticals, Inc.
2014-11-19	73770	UNDERWRITING CONTRACT ADMINISTRATORS (2014) INCORPORATED
2014-11-19	73752	WILLIAMS SCOTSMAN OF CANADA, INC.
2014-11-20	73779	ARSENAULT BROS. CONSTRUCTION LTD.
2014-11-20	73762	BOUTIQUE LA VIE EN ROSE INC.
2014-11-20	73761	DUAL Commercial (Canada) Inc.
2014-11-20	73759	LEAF Capital Funding Canada Inc.
2014-11-24	73782	ALUMICOR LIMITED
2014-11-24	73786	ARS COLLECTION AGENCY OF CANADA INC.
2014-11-24	73785	WYLIE-CRUMP LIMITED
2014-11-26	73810	PLANT HOPE ADJUSTERS LTD

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2014-11-28 73821 POLARCUS UK LIMITED
2014-11-28 73822 SilverBirch Realty Inc.

Total Registrations: 34

Corporations Act - Section 451
Extra-Provincial Name Changes
For the Month of: November 2014

Number		Company Name
60965		2504213 NOVA SCOTIA LIMITED
2014-11-19	From:	UNDERWRITING CONTRACT ADMINISTRATORS INCORPORATED
60124		Ride for Dad
2014-11-19	From:	THE MOTORCYCLE RIDE FOR DAD
6685F		Prysmian Cables and Systems Canada Ltd.
		Systèmes et câbles Prysmian Canada Ltée
2014-11-21	From:	PRYSMIAN POWER CABLES AND SYSTEMS CANADA LTD. SYSTÈMES ET CÂBLES D'ALIMENTATION PRYSMIAN CANADA LTÉE
70639		CTL CORP.
2014-11-24	From:	CANADIAN TITLE LOAN CORPORATION
73787		SCM INSURANCE SERVICES GP INC.
2014-11-24	From:	SCM INSURANCE SERVICES GP ULC

Total Name Changes: 5

Corporations Act - Section 294
Extra-Provincial Registrations for Amalgamation
For the Month of: November 2014

Date	Number	Company Name
2014-11-03	73648	SCOTIA CAPITAL INC./SCOTIA CAPITAUX INC.
From:	51022	DWM SECURITIES INC./VALEURS MOBILIERES DWM INC.
	61333	SCOTIA CAPITAL INC./SCOTIA CAPITAUX INC.

2014-11-04	73660	WEYERHAEUSER COMPANY LIMITED
		COMPAGNIE WEYERHAEUSER LIMITEE
From:	3380D	WEYERHAEUSER COMPANY LIMITED
		COMPAGNIE WEYERHAEUSER LIMITEE

2014-11-10	73694	Sompo Japan Nipponkoa Insurance Inc.
From:	218I	Sompo Japan Insurance Inc.

2014-11-10	73695	XL INSURANCE COMPANY SE
From:	566I	XL INSURANCE COMPANY PLC

2014-11-12	73704	ENEL ÉNERGIES RENOUVELABLES CANADA INC.
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From:	58511	ENEL GREEN POWER CANADA INC.
		ENEL ÉNERGIES RENOUVELABLES CANADA INC.
		ENEL GREEN POWER CANADA INC.

2014-11-12	73705	WEIR CANADA, INC.
From:	50836	WEIR CANADA, INC.

2014-11-13	73713	CANADA BREAD COMPANY, LIMITED/BOULANGERIE CANADA BREAD, LIMITÉE
From:	61700	CANADA BREAD COMPANY, LIMITED/BOULANGERIE CANADA BREAD, LIMITÉE

2014-11-13	73717	CANADA BREAD COMPANY, LIMITED/BOULANGERIE CANADA BREAD, LIMITÉE
From:	73713	CANADA BREAD COMPANY, LIMITED/BOULANGERIE CANADA BREAD, LIMITÉE

2014-11-19	73748	GOODLIFE FITNESS CENTRES INC.
From:	65978	GOODLIFE FITNESS CENTRES INC.

2014-11-20	73766	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS IN CANADA
From:	72243	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS IN CANADA
	3121D	The President of the Lethbridge Stake

2014-11-24	73787	SCM INSURANCE SERVICES GP INC.
From:	62326	GRANITE CLAIMS SOLUTIONS GP ULC

2014-11-26	73808	ADP CANADA CO./COMPAGNIE ADP CANADA
From:	50445	ADP CANADA CO./COMPAGNIE ADP CANADA

Total Registrations for Amalgamation: 12

SERVICE NL
Dean Doyle, Registrar of Companies

Feb 13

LANDS ACT

NOTICE OF INTENT
Lands Act, SNL 1991 c36 as amended

NOTICE IS HEREBY GIVEN that RICHARD THOMAS ROSE of St. Anthony, NL intends to apply to the Department of Municipal and Intergovernmental Affairs, two months from the publication of this Notice, to acquire title, pursuant to Section 7(2) the said Act, to that piece of

Crown land situated within fifteen (15) metres of the waters of St. Anthony Harbour in the Electoral District of Humber - St. Barbe for the purpose of a Residential Property.

The land being more particularly described as follows:

*Bounded on the North by property of Clement Patey
for a distance of 79.5 metres;
Bounded on the East by St. Anthony Harbour
for a distance of 52.5 metres;
Bounded on the South by St. Anthony Harbour
for a distance of 79.5 metres;
Bounded on the West by West Street
for a distance of 52.5 metres;
and containing an area of
approximately 4172 square metres.*

Any person wishing to object to the application must file the objection, in writing, within one month from the publication of this Notice, with reasons for it, to the Minister of Municipal and Intergovernmental Affairs, and mail to the nearest Regional Lands Office;

c/o Eastern Regional Lands Office, P.O. Box 8700, Howley Building, Higgins Line, St. John's, NL, A1B 4J6.

c/o Central Regional Lands Office, P.O. Box 2222, Gander, NL, A1V 2N9.

c/o Western Regional Lands Office, P.O. Box 2006, Sir Richard Squires Building, Corner Brook, NL, A2H 6J8

c/o Labrador Regional Lands Office, P.O. Box 3014, Station "B", Happy Valley-Goose Bay, NL, A0P 1E0.

For further information on this proposed application, please contact: TODD ROSE, Telephone number: (709) 895-3625.

(DISCLAIMER: *The Newfoundland and Labrador Gazette* publishes a NOTICE OF INTENT as received from the Applicant and takes no responsibility for errors or omissions in the property being more particularly described.)

Feb 13

QUIETING OF TITLES ACT

2014 01G 8458 IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR TRIAL DIVISION

IN THE MATTER OF the *Quieting of Titles Act*, RSNL1990 cQ-3, as amended.

AND IN THE MATTER OF an Application by the Estate of JOHN JOSEPH KELLY pursuant to the said *Act*

AND IN THE MATTER OF a piece or parcel of land situate at Barnes Road and Kelly's Hill (Outer Cove Road),

in the Town of Logy Bay-Middle Cove Outer Cove, in the Province of Newfoundland and Labrador

NOTICE OF APPLICATION UNDER THE QUIETING OF TITLES ACT, RSNL1990 cQ-3, AS AMENDED

NOTICE is hereby given to all parties that the Estate of JOHN JOSEPH KELLY has applied to the Supreme Court of Newfoundland and Labrador, Trial Division, in the Judicial Centre of St. John's, to have the title to ALL THAT piece or parcel of land situate at Barnes Road and Kelly's Hill (Outer Cove Road), in the Town of Logy Bay-Middle Cove-Outer Cove, in the Province of Newfoundland and Labrador, and as more particularly described in Schedule "A" hereto annexed, of which the said Applicant claims on its own behalf to be the owner, investigated and for a declaration that the said Applicant is the absolute owner thereof, free from those exceptions or qualifications contained in Section 22(1)(c) and (d) of the *Quieting of Titles Act*. All persons having a claim adverse to the title claimed by the Applicant should file in the Registry of the Supreme Court of Newfoundland and Labrador, Trial Division, Judicial Centre of St. John's, at the Court House, 309 Duckworth Street, St. John's, Newfoundland and Labrador, A1C 5M3, particulars of such adverse claim and serve same together with an Affidavit verifying same, on the undersigned solicitors for the Applicant on or before the 10th day of March, 2015, after which date no party having any claim shall be permitted to file same or to be heard except by special leave of the Court subject to such conditions as the Court may deem just.

All such adverse claims shall then be investigated in such manner as the said Supreme Court may direct.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 3rd day of February, 2015.

STEWART MCKELVEY
Solicitors for the Applicant
PER: Stephen F. Penney

ADDRESS FOR SERVICE:

Suite 1100, Cabot Place
100 New Gower Street
St. John's, NL A1C 6K3

Tel: (709) 722-4270
Fax: (709) 722-4565

Schedule "A"

**Property of JOHN KELLY
Barnes Road, Logy Bay-
Middle Cove- Outer Cove, NL**

May 23, 2014

Job No. 10330

ALL THAT piece or parcel of land, situate and being on the western side of Barnes Road, in the Town of Logy Bay-

Middle Cove-Outer Cove, in the Province of Newfoundland and Labrador, Canada, and being bounded and abutted as follows: THAT IS TO SAY, beginning at a point on the western side of Barnes Road, said point having coordinates N 5 278 899.014 metres and E 328 059.266 metres of the Three Degree Modified Transverse Mercator Projection NAD-83 for the Province of Newfoundland and Labrador,

THENCE by property of Martin Cahill Jr. and Anne Marie Patterson N70°20'56"W for a distance of 82.640 metres;

THENCE N62°56'00"W for a distance of 10.129 metres;

THENCE N78°20'40"W for a distance of 7.870 metres;

THENCE N81°57'23"W for a distance of 4.602 metres;

THENCE N84°56'26"W for a distance of 3.914 metres;

THENCE N89°19'51"W for a distance of 7.910 metres;

THENCE S72°19'08"W for a distance of 6.910 metres;

THENCE S49°19'04"W for a distance of 11.321 metres;

THENCE S43°34'08"W for a distance of 7.206 metres;

THENCE by property of Daniel Cahill S53°10'51"W for a distance of 58.597 metres;

THENCE by property of Harold Kelly N66°21'26"W for a distance of 5.220 metres;

THENCE N49°49'00"W for a distance of 32.166 metres;

THENCE N05°34'21"E for a distance of 57.160 metres;

THENCE S60°55'07"W for a distance of 102.036 metres;

THENCE S28°52'48"E for a distance of 118.162 metres;

THENCE S59°37'00"E for a distance of 66.140 metres;

THENCE S14°56'20"E for a distance of 54.442 metres;

THENCE along the western side of Barnes Road S46°30'31"W for a distance of 35.644 metres;

THENCE S47°49'44"W for a distance of 25.329 metres;

THENCE S48°21'04"W for a distance of 38.176 metres;

THENCE S49°52'26"W for a distance of 34.722 metres;

THENCE along the eastern side of Outer Cove Road N23°51'06"W for a distance of 89.454 metres;

THENCE by property of Jonathan Cahill and Sonia Rose N74°14'09"E for a distance of 89.191 metres;

THENCE N24°06'21"W for a distance of 46.212 metres;

THENCE S74°15'49"W for a distance of 88.980 metres;

THENCE along the eastern side of Outer Cove Road N23°13'21"W for a distance of 47.923 metres;

THENCE N20°19'33"W for a distance of 37.516 metres;

THENCE N06°36'15"W for a distance of 15.983 metres;

THENCE N05°56'41"E for a distance of 48.639 metres;

THENCE N04°15'12"E for a distance of 44.817 metres;

THENCE by property of James J. Kelly N64°40'05"E for a distance of 12.078 metres;

THENCE N73°11'17"E for a distance of 26.470 metres;

THENCE N63°05'16"E for a distance of 52.880 metres;

THENCE N62°01'24"E for a distance of 30.440 metres;

THENCE N62°33'31"E for a distance of 36.930 metres;

THENCE N69°45'38"E for a distance of 8.710 metres;

THENCE N87°40'25"E for a distance of 30.020 metres;

THENCE S87°13'58"E for a distance of 43.700 metres;

THENCE S79°47'31"E for a distance of 14.470 metres;

THENCE N51°38'50"E for a distance of 3.860 metres;

THENCE S63°12'26"E for a distance of 41.210 metres;

THENCE by property of David Roche S79°35'46"E for a distance of 13.305 metres;

THENCE S82°41'05"E for a distance of 11.427 metres;

THENCE S89°02'38"E for a distance of 12.714 metres;

THENCE N 81°18'58" E for a distance of 16.300 metres;

THENCE N80°09'39"E for a distance of 11.860 metres;

THENCE N83°15'18"E for a distance of 8.980 metres;

THENCE N63°09'45"E for a distance of 1.934 metres;

THENCE N 85°07'12"E for a distance of 16.528 metres;

THENCE S85°27'58"E for a distance of 8.478 metres;

THENCE S84°57'38"E for a distance of 15.862 metres;

THENCE S83°19'33"E for a distance of 4.925 metres;

THENCE along the western side of Barnes Road S20°11'30"W for a distance of 2.349 metres;

THENCE S28°26'35"W for a distance of 39.378 metres;

THENCE S29°58'06"W for a distance of 58.526 metres;

THENCE S31°50'13"W for a distance of 16.281 metres, more or less, to the point of beginning and containing an area of 5.264 hectares, more or less. Which land is more particularly shown on plan hereto attached.

All bearings being referred to the above mentioned projection. All linear measurements are horizontal ground distances.

This description and accompanying plan, Job # 10330 of Brown & Way Surveys, form an integral part of the returns and are not separable.



TRUSTEE ACT

ESTATE NOTICE

IN THE MATTER OF the Estate and Effects of Late JAMES FORBES of the Town of Gander in the Province of Newfoundland and Labrador, Retired Person, Deceased.

ALL PERSONS claiming to be creditors of or who have any claims or demands upon or affecting the Estate of JAMES FORBES, the aforesaid deceased, who died at the Town of Gander, in the Province of Newfoundland and Labrador on or about the 23rd day of September, 2014, are hereby requested to send particulars thereof in writing, duly attested, to the undersigned Solicitor for the Executor of the Estate on or before the 28th day of February, 2015 after which date the Executor will proceed to distribute the said Estate having regard only to the claims of which he shall then have had notice.

DATED at the Town of Gander, Newfoundland and Labrador, this 6th day of February, 2015.

BONNELL LAW
Solicitor for the Executor
PER: R. Archibald Bonnell

ADDRESS FOR SERVICE:
P.O. Box 563
218 Airport Boulevard
Gander, NL A1V 2E1

Tel: (709) 651-4949
Fax: (709) 651-4951

Feb 13 & 20

ESTATE NOTICE

IN THE MATTER OF the Estate of HELEN FORTUNE, Late of Riverhead-Harbour Grace, in the Province of Newfoundland and Labrador, Deceased.

ALL PERSONS claiming to be creditors of or who have any claims or demands either as beneficiaries or next of kin (by blood, legal adoption or marriage) upon or affecting the Estate of HELEN FORTUNE, Gentlewoman, who died at St. John's, NL on or about July 27, 2013, are hereby requested to send particulars thereof in writing, duly attested, to the Office of the Public Trustee, 401 - 136 Crosbie Road, St. John's, NL, A1B 3K3, Administrator of the Estate of Helen Fortune, on or before March 18, 2015, after which date the said Administrator will proceed to distribute the Estate having regard only to the claims of which he then shall have had notice.

DATED at St. John's, this 11th day of February, 2015.

OFFICE OF THE PUBLIC TRUSTEE
Administrator of the
Estate of HELEN FORTUNE

ADDRESS FOR SERVICE:
Viking Building
401 - 136 Crosbie Road
St. John's, NL, A1B 3K3

Tel: (709) 729-1025
Fax: (709) 729-3063

Feb 13

ESTATE NOTICE

IN THE ESTATE of JOSEPH MAXWELL MORRIS, Late of the Town of Stephenville Crossing, in the Province of Newfoundland and Labrador, Deceased: November 3, 2014.

ALL PERSONS claiming to be creditors of or who have any claims or demands upon or affecting the Estate of JOSEPH MAXWELL MORRIS, late of the Town of Stephenville Crossing, in the Province of Newfoundland and Labrador, deceased, are hereby requested to send the particulars of the same in writing, duly attested, to the undersigned Solicitor for the Executor of the Estate on or before the 13th day of March, 2015, after which date the said Executor will proceed to distribute the said Estate having regard only to the claims of which notice shall have been received.

DATED at Stephenville, Newfoundland and Labrador, this 5th day of February, 2015.

ROXANNE PIKE LAW
Solicitor for the Administrator
PER: Roxanne Pike

ADDRESS FOR SERVICE:
P. O. Box 272
43 Main Street
Stephenville, NL A2N 2Z4

Tel: (709) 643-6436
Fax: (709) 643-9343

Feb 13

ESTATE NOTICE

IN THE MATTER of the Estate of PERCY SURETTE, of St. John's, in the Province of Newfoundland and Labrador, Deceased.

ALL PERSONS claiming to be creditors of or who have any claims or demands upon or affecting the Estate of PERCY SURETTE, Late of St. John's, Deceased, who died at St. John's, on or about the 4th day of May, 2011, are hereby requested to send particulars thereof in writing, duly attested, to the undersigned Solicitors for the Administrator of the Estate and Effects of the deceased on or before the

11th day of March, 2015 after which date the said Administrator will proceed to distribute the said Estate and Effects having regard only to the claims of which the Administrator shall then have had notice.

DATED at St. John's, Newfoundland and Labrador, this 5th day of February, 2015.

FRAIZE LAW OFFICES
Solicitors for the Administrator of the
Estate and Effects of
PERCY SURETTE, Deceased
PER: Thomas W. Fraize, Q.C.

ADDRESS FOR SERVICE:
P. O. Box 5217, Stn. C
268 Duckworth Street
St. John's, NL A1C 5W1

Tel: (709) 726-7978
Fax: (709) 726-8201

Feb 13



THE NEWFOUNDLAND AND LABRADOR GAZETTE

PART II

SUBORDINATE LEGISLATION FILED UNDER THE STATUTES AND SUBORDINATE LEGISLATION ACT

Vol. 90

ST. JOHN'S, FRIDAY, FEBRUARY 13, 2015

No. 7

NEWFOUNDLAND AND LABRADOR REGULATION

NLR 18/15



NEWFOUNDLAND AND LABRADOR REGULATION 18/15

Rules of Supreme Court, 1986(Amendment)
under the
Judicature Act

(Filed February 11, 2015)

Under the authority of section 55 of the *Judicature Act*, the Rules Committee of the Trial Division makes the following Rules.

Dated at St. John's, February 8, 2015.

Raymond P. Whalen
Chairperson, Rules Committee

REGULATIONS

Analysis

- | | |
|--|--|
| 1. Rule 20A.08 Amdt.
Effect of failure to accept | 4. Forms 56A.26A(A),
56A.26A(B) & 56A.26A(C)
Added |
| 2. Rule 56A.26 R&S
Costs - general | 5. Commencement |
| 3. Rule 56A.26A Added
Costs - where offer to settle | |

1. Rule 20A.08(3)(b) of the *Rules of the Supreme Court, 1986* is repealed and the following substituted:

- (b) an application for a determination as to costs based on the application of Rule 20A is made by a party within 15 days following the filing or delivery of the decision or order

2. Rule 56A.26 of the rules is repealed and the following substituted:

Costs - general

56A.26(1) The purpose of this rule is to encourage parties to take a position towards the resolution of matters in a family law proceeding, which position includes a reasonable element of compromise.

(2) The Court has the right to decide whether a party will have to pay the costs of another party.

(3) There is a presumption that a successful party is entitled to the costs of a family law proceeding.

(4) Notwithstanding the presumption in rule 56A.26(3), in matters of custody and access, the Court has the discretion to reduce or decline an award of costs to a successful party if the Court determines that the positions of both parties throughout the family law proceeding were reasonable, held in good faith and in the best interests of the child.

(5) A party, whether successful or unsuccessful, who has behaved unreasonably or has acted in bad faith during a family law proceeding

(a) may be deprived of all or part of the party's own costs, or

(b) may be ordered to pay all or part of the other party's costs.

(6) When deciding whether a party has behaved reasonably, unreasonably or in bad faith, the Court may consider:

(a) the party's behaviour in relation to the nature, importance and urgency of the issues;

(b) any conduct of the party which unnecessarily delays the proceeding or unnecessarily increases the expense of the proceeding;

(c) whether the party has complied or failed to comply with any order of the Court;

- (d) whether any step taken by the party in the proceeding was frivolous, improper, vexatious or unnecessary;
- (e) the party's denial or refusal to admit anything that should have been admitted;
- (f) whether the party made an offer to settle;
- (g) the reasonableness of any offer to settle the party made; and
- (h) any offer to settle the party withdrew or failed to accept.

(7) The Court may order costs against a party if the party, without reasonable excuse

- (a) does not appear at a step in the family law proceeding,
- (b) appears but is not properly prepared to deal with the issues at that step, or
- (c) appears but has failed to make the disclosure required before that step.

(8) If success in a step in a family law proceeding is divided, the Court may apportion costs as is appropriate.

(9) The Court may make an order at any time during a family law proceeding that a party pay a fixed sum of money to another party in lieu of taxed costs.

(10) In determining whether to make an order pursuant to rule 56A.26(9), the Court shall consider:

- (a) the importance, complexity or difficulty of the issues;
- (b) the reasonableness or unreasonableness of each party's behaviour in the family law proceeding;
- (c) the lawyer's rates, if a party is represented by a lawyer;
- (d) the time properly spent on the family law proceeding, including

- (i) discussions between the parties, their lawyers and any witnesses;
- (ii) drafting documents;
- (iii) attempting to settle the matter; preparing for and attending any application or hearing; and
- (iv) preparing any order;
- (e) expenses properly paid or payable; and
- (f) any other relevant matter.

(11) A judge may, on application, make an order for security for costs in relation to a proceeding, other than a proceeding for custody or access, that is just, based on one or more of the following factors:

- (a) a party ordinarily resides outside Newfoundland and Labrador;
- (b) a party has an order against the other party for costs that remains unpaid, in the same matter or another matter;
- (c) a party is a corporation and there is good reason to believe it does not have enough assets in Newfoundland and Labrador to pay costs;
- (d) there is good reason to believe that the case is frivolous, improper, vexatious or unnecessary and that the party does not have enough assets in Newfoundland and Labrador to pay costs;
- (e) a party has or is attempting to dispose of, hide or waste assets which are the subject of the family law proceeding; or
- (f) any other relevant matter.

(12) The judge shall determine the amount of the security, its form and the method of giving it.

(13) Until the security has been given, a party against whom there is an order for security for costs may not take any step in the case, except to appeal from the order, unless a judge orders otherwise.

(14) If a party does not provide security for costs as ordered, a judge may, upon application, make an order

- (a) dismissing the party's case,
- (b) striking out the party's pleadings or any other document filed by the party,
- (c) noting the party in default pursuant to Rule 56A.15, or
- (d) providing such other relief as the Court deems appropriate.

(15) The amount of the security, its form and the method of giving it may be changed by order at any time.

(16) Security given for costs may be paid out or released on an order of the Court.

3. The rules are amended by adding immediately after Rule 56A.26 the following:

Costs - where offer to settle

56A.26A (1) A party may make an offer to settle one or more claims in a family law proceeding including a claim relating to custody, access, child support, spousal support, partner support, parental support, division of matrimonial property or division of property of common law spouses, by delivering an offer to settle in Form 56A.26A(A) to any other party.

(2) An offer to settle may be delivered to any other party at any time after the commencement of a family law proceeding.

(3) An offer to settle shall be signed by the party making the offer to settle or the solicitor of record acting on behalf of the party making the offer to settle.

(4) A party who made an offer to settle may withdraw it by delivering a notice of withdrawal in Form 56A.26A(B) to the other party or their solicitor of record, if the party is represented, at any time before the offer to settle is accepted.

(5) An offer to settle that is not accepted within the time set out in the offer to settle is deemed to be rejected by the other party.

(6) An offer to settle shall be made without prejudice, and shall not be taken as an admission of any issue, unless the offer to settle provides otherwise.

(7) The fact that an offer to settle has been made or the terms of any such offer shall not be referred to in any document filed with the Court or communicated in any other way to the Court or the judge dealing with the matter until after the judge has dealt with all the issues in dispute, except costs.

(8) An offer to settle may be accepted by delivering an acceptance in Form 56A.26A(C) to the party that made the offer to settle or their solicitor of record, if the party is represented, at any time before the offer to settle is withdrawn pursuant to Rule 56A.26A(5) or deemed rejected pursuant to Rule 56A.26A(6).

(9) A party may accept an offer to settle in accordance with Rule 56A.26A(8) even if the party has previously rejected the offer to settle or made a counter-offer, unless the offer to settle is deemed rejected pursuant to Rule 56A.26A(5).

(10) An accepted offer to settle constitutes an effective and binding agreement between the parties to the offer to settle.

(11) Where a party to an accepted offer to settle fails to comply with the terms thereof, the other party may apply to the Court

(a) for judgment in terms of the accepted offer to settle, or

(b) to dismiss the party's case, to strike out the party's pleadings or any other documents filed with the Court, to enter a notice of default pursuant to Rule 56A.15, or such other relief as the Court deems appropriate.

(12) Where both parties have made an offer to settle regarding the issues of custody or access and the offers to settle

(a) are delivered

- (i) at least 2 clear days before the application is to be heard, where they relate to an interim or interlocutory application, or
 - (ii) least 7 clear days before the trial is to commence, where they relate to a trial; and
- (b) are not accepted before the commencement of the application or trial,

the Court shall, subject to rule 56A.26(4), have discretion to award costs to all, either or none of the parties by assessing whether an offer to settle was as favourable or more favourable than the judicial outcome.

(13) Where only one party has made an offer to settle issues of custody or access and the offer to settle

- (a) is delivered
- (i) at least 2 clear days before the application is to be heard, where it relates to an interim or interlocutory application, or
 - (ii) at least 7 clear days before the trial is to commence, where the offer relates to a trial;
- (b) is not accepted before the commencement of the application or trial; and
- (c) is found to be as favourable or more favourable than the judicial outcome,

that party is entitled to the party and party costs of those portions of the proceeding to which the offer to settle related to be assessed on Column 3 of the Scale of Costs from the commencement of the proceeding to the date before the offer to settle was delivered and on Column 5 of the Scale of Costs from the date of the offer to settle to the conclusion of the proceeding, subject to rule 56A.26(4).

(14) Where a party has made an offer to settle one or more claims, other than a claim relating to custody or access, and the offer to settle

(a) is delivered

(i) at least 2 clear days before the application is to be heard, where it relates to an interim or interlocutory application, or

(ii) at least 7 clear days before the trial is to commence, where the offer to settle relates to a trial;

(b) does not expire and is not withdrawn before the hearing or trial; and

(c) is not accepted before the commencement of the application or trial,

that party is entitled to the party and party costs of those portions of the proceeding to which the offer to settle related to be assessed on Column 3 of the Scale of Costs from the commencement of the proceeding to the date before the offer to settle was delivered and on Column 5 of the Scale of Costs from the date of the offer to settle to the conclusion of the proceeding.

(15) After a trial, hearing or application,

(a) a party that has made an offer to settle pursuant to this rule may apply to the Court within 15 days following the filing of the order for a determination of costs on the basis of this rule;

(b) any prior decision of a judge with respect to costs on that trial, hearing or application shall be suspended pending determination of that application; and

(c) the Court shall have the discretion to make an award for costs pursuant to this rule or such other award of costs as may be considered appropriate, including but not limited to costs on a higher scale of costs, solicitor and own client costs, or a combination thereof, upon consideration of each

parties' positions throughout the proceeding, including consideration of the factors set out in rule 56A.26(6).

(16) The burden of proving that an offer to settle has been delivered is on the sending party.

(17) The burden of proving that a judicial outcome is as favourable as or more favourable than the offer to settle is on the party who claims the benefit of this rule.

4. The rules are amended by adding Forms 56A.26A(A), 56A.26A(B) and 56A.26A(C) below.

Commencement

5. These regulations come into force on March 30, 2015.

Form 56A.26A(A)

(rule 56A.26A)

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION (GENERAL/FAMILY)

Court No. _____
Court File No. _____
Divorce Registry No. _____

BETWEEN:

APPLICANT

AND:

RESPONDENT

Offer to settle

Please specify whether the agreement is open to being accepted in part or whether all terms of the agreement must be accepted.

The Applicant/Respondent makes the following offer to settle (*complete the part(s) of the Offer as may be applicable to your circumstances*):

☐ **Custody and Access** (*Your proposal*)

(You may find guidance regarding custody and access at the following Government of Canada websites:

About Custody and Parenting (<http://www.justice.gc.ca/eng/fl-df/parent/plan.html>)

Create a Parenting Plan (<http://www.justice.gc.ca/eng/fl-df/parent/pa-ep.html>)

And the Newfoundland and Labrador Family Division website:

<http://www.court.nl.ca/supreme/family/index.html>)

Decision-making about the children: _____

Parenting schedule:

Daily/Weekly/Monthly/Other: _____

Holidays, special occasions: _____

Phone, internet, other contact: _____

Other important issues in relation to parenting the children: _____

☐ **Child Support:** (*Your proposal*)

(You may find guidance regarding child support at the following Government of Canada website:

<http://www.justice.gc.ca/eng/fl-df/child-enfant/index.html>,

and the Newfoundland and Labrador Family Division website:

<http://www.court.nl.ca/supreme/family/index.html>)

☐ Monthly basic child support amount: _____

☐ Contribution to special and extra-ordinary expenses (as defined at section 7 of the Federal or Provincial Child Support Guidelines) such as:

☐ Child Care: _____

☐ Medical and dental insurance premiums for the child(ren): _____

☐ Health-related expenses that exceed insurance reimbursement by at least \$100 annually: _____

☐ Extra-ordinary expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs: _____

☐ Expenses for post-secondary education: _____

☐ Extraordinary expenses for extracurricular activities: _____

-
- ☐ Other requests for child support not specified above (*including any arrears of child support that you may propose*): _____

☐ **Spousal Support or Partner Support** (*Your proposal*)

(You may find guidance regarding child support at the following Government of Canada website:

<http://www.justice.gc.ca/eng/fl-df/spousal-epoux/index.html>,

and the Newfoundland and Labrador Family Division website:

<http://www.court.nl.ca/supreme/family/index.html>)

- ☐ Support amount (*indicate monthly, lump sum and/or other payment period*): _____

- ☐ Duration (*is there a length of time that you are requesting support to be paid, if so, how long do you want support to be paid*): _____

- ☐ Arrears of Support (*if you are proposing an amount for arrears of support, indicate how much you are claiming*): _____

☐ **Division of Matrimonial Property/ Common Law Property** (*Your proposal*)

(You may find guidance regarding the property issues at the Newfoundland and Labrador Family Division website:

<http://www.court.nl.ca/supreme/family/index.html>)

- ☐ Assets (*how do you want the marital assets to be divided, including houses and land, cabins, vehicles, pensions, investments and RRSP's*): _____

- ☐ Debts (*how do you want the marital debts to be divided, including mortgages, credit cards, loans and lines of credit*): _____

- ☐ Other (are there other property issues that you want to include as part of your offer, including business assets): _____
- ☐ **Other** (Your proposal about other outstanding issues): _____
- ☐ **Time Limit to Accept Offer** (do you want your offer to be time limited for acceptance prior to the hearing or trial? If so indicate a deadline for acceptance of your offer): _____

Dated at _____, Newfoundland and Labrador this _____ day of _____ 20 ____.

Applicant/Respondent or his/her Lawyer

NOTE:

THIS OFFER TO SETTLE SHALL NOT BE FILED WITH THE COURT OR DISCLOSED TO THE COURT until all issues dealt with in this offer (other than costs) have been determined [rule 56A.26A(7)].

THIS OFFER TO SETTLE SHALL BE DELIVERED TO THE OTHER PARTY (PARTIES).

The Applicant/Respondent reserves the right to bring this offer to settle to the attention of the court for consideration in relation to costs after the court has pronounced judgment on all other issues dealt with in this offer. Please refer to rule 56A.26A(15).

This offer to settle may be accepted by serving an Acceptance of offer to settle (Form 56A.26A(C)) on the party who made the offer at any time before it is withdrawn or before the commencement of the family law proceeding to which the offer applies.

This offer to settle may be withdrawn at any time before it is accepted by serving a notice of withdrawal of offer to settle (Form 56A.26A(B)) on the party to whom it was made. If this offer to settle specifies a date after which it is no longer available for acceptance, then the offer shall be deemed to have been rejected by the other party on the day after that date.

Form 56A.26A(B)

(rule 56A.26A)

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION (GENERAL/FAMILY)

Court No. _____
Court File No. _____
Divorce Registry No. _____

BETWEEN:

APPLICANT

AND:

RESPONDENT

Withdrawal of offer to settle

The Applicant/Respondent withdraws his/her Offer to Settle dated the _____ day of
20 ____ in relation to the following:

☐ All issues; OR

☐ Custody and Access (*insert the terms that are to be withdrawn*)

☐ Child Support (*insert the terms that are to be withdrawn*)

☐ Spousal Support or Partner Support (*insert the terms that are to be withdrawn*)

- ☐ Division of Matrimonial Property/ Division of Property of Common Law Spouses
(insert the terms that are to be withdrawn)

- ☐ Other (insert the terms that are to be withdrawn)

Dated at _____, Newfoundland and Labrador this _____ day of _____ 20____.

Applicant/Respondent or his/her Lawyer

NOTE:

THIS FORMAL WITHDRAWAL OF AN OFFER TO SETTLE SHALL NOT BE FILED WITH THE COURT OR DISCLOSED TO THE COURT until all issues (other than costs) have been determined [rule 56A.26A(7)].

This Withdrawal of an Offer to Settle must be delivered to the other Party or the other Party's lawyer.

Form 56A.26A(C)

(rule 56A.26A)

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION (GENERAL/FAMILY)

Court No. _____
Court File No. _____
Divorce Registry No. _____

BETWEEN:

APPLICANT

AND:

RESPONDENT

Acceptance of offer

Where you wish to accept the offering party's offer to settle in its entirety, please fill out the following section.

The Applicant/Respondent accepts all of the terms of the Respondent/Applicant's formal Offer to Settle dated the _____ day of _____ 20____

Dated at _____, Newfoundland and Labrador this _____ day of _____ 20____.

Respondent/Applicant or his/her Lawyer

Where the party making the offer to settle has specified that the offer to settle may be accepted in part and you wish to accept one or more of the terms set out in that offer to settle, please fill out the following section.

The Applicant/Respondent accepts the following terms of the Respondent/Applicant's formal Offer to Settle dated the _____ day of _____ 20____ :

☐ Custody and Access (*insert the agreed upon terms*)

- ☐ Child Support (*insert the agreed upon terms*)

- ☐ Spousal Support, Partner Support or Parental Support (*insert the agreed upon terms*)

- ☐ Division of Matrimonial Property/ Division of Property of Common Law Spouses (*insert the agreed upon terms*)

- ☐ Other (*insert the agreed upon terms*)

Dated at _____, Newfoundland and Labrador this _____ day of _____ 20____.

Respondent/Applicant or his/her Lawyer

NOTE:

THIS FORMAL ACCEPTANCE OF AN OFFER TO SETTLE SHALL NOT BE FILED WITH THE COURT OR DISCLOSED TO THE COURT until all issues (other than costs) have been determined [rule 56A.26A(7)].

This formal Acceptance of an Offer to Settle must be delivered to the other Party or the other Party's lawyer prior to the commencement of the application or trial date or appeal of a provincial court matter to avail of rule 56A.26A relating to Offers to Settle.

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Judicature Act			
Rules of Supreme Court, 1986 (Amdt.) (In force March 30, 2015)	NLR 18/15	Rule 20A.08 Amdt. Rule 56A.26 R&S Rule 56A.26A Added Forms Added	Feb 13/15 p. 89

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