



**The Law Society
of Manitoba**

INCORPORATED 1877 | INCORPORÉ EN 1877

CIVIL PROCEDURE

Chapter 5

Collections

Checklists and Precedents

May 2025

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A. CHECKLISTS

1. Creditor Interview

a) Creditor Information

- Where creditor is an individual, or a partnership:
 - legal name(s) including business name(s) _____
under which claim accrued _____
- Where creditor is a corporation:
 - full legal name _____
 - place of incorporation _____
 - if extra-provincial corporation, is same registered in Manitoba? _____
 - if not, is creditor prepared to effect registration in Manitoba Corporations Branch to comply, where required, with s. 197(1) of *The Corporations Act*? _____
- Address, telephone number, fax number, and email address of creditor's representative(s) who will provide instructions _____
- Nature of creditor's business:
 - obtain a general idea of the context in which the indebtedness arose _____
- What is the client's objective in consulting you? _____

(b) Debtor Information

- Proper legal name(s) of individuals, firms and/or corporations involved _____
- Address of debtor _____
- Legal counsel for debtor, if known _____
- Is there any question about the competence or legal capacity of the debtor (i.e., age, insanity, bankruptcy, etc.)? _____
- Determine whether any conflict of interest will arise if your firm acts for the creditor or against the debtor _____

(c) Information Respecting Indebtedness

- When did the debt accrue?
 - is there a limitation problem?
- How did the indebtedness arise?
 - obtain full particulars on the course of dealings giving rise to the claim
 - obtain copies of all written documents evidencing terms of any agreement
 - obtain full particulars of verbal terms of agreement, including times, places, and persons involved in reaching any such agreement
- Details respecting default:
 - when?
 - how?
 - does the creditor know why the debtor has defaulted?
- Demand:
 - has the debtor been provided with particulars of the claim (i.e., invoices, statements, letter of demand, etc.)?
 - obtain all relevant documents, and a copy of each demand
- Amount owing:
 - obtain accurate and complete basis for calculation
- Is the amount \$20,000.00 or less? Is the claim appropriate for Small Claims Court determination?
- Interest:
 - what is the basis, if any, for creditor's claim to interest at a rate other than that provided under *The Court of King's Bench Act*?
 - is there an agreement which will prevail post-judgment? Obtain particulars

(d) Defences to Claim

- What is the debtor's excuse for non-payment?
- Does the creditor have any concern about its right to collect (i.e., agreement to postpone, defective product supplied, rights of set-off, etc.)?
- Are there third parties who may be liable to indemnify the debtor, or who may be directly liable on the account (i.e., covenantors, guarantors, etc.)?

(e) Security

- Does the creditor hold or have access to any security for the debt (i.e., general security agreement, registered conditional sales agreement, possessory lien, *Builders' Liens Act* remedies, landlord rights of distress, etc.)?
- Are there outstanding personal guarantees for corporate debt (i.e. check credit application, covenants in lease, etc.)?

(f) Legal Proceedings

- Has judgment been obtained in another jurisdiction?
- From a reciprocating state?
- Has bankruptcy or the court appointment of a receiver effected a stay of all legal proceedings against the debtor?

(g) Creditor's Knowledge of Debtor Capacity to Pay

- What is the state of the debtor's financial means?
- Does the debtor have exigible assets in Manitoba? Elsewhere?
- Should proceedings commence in this or some other jurisdiction?
- Is this a case where prejudgment garnishment is indicated?
- What other judgments or legal proceedings are known to be outstanding against the debtor?

- Will provisions of the *Indian Act* limit rights of execution?

(h) Collection Proceedings

- Advise client of possible range of legal costs for successive stages of collection proceedings:
 - review of documents
 - issuance of demand
 - drafting claim
 - close of pleadings
 - preparation of affidavit of documents
 - conduct of examinations for discovery
 - pretrial conference
 - trial
 - appeal
 - post-judgment execution
- Discuss client's position on settlement
- Consider appropriate strategy to achieve most expeditious and cost beneficial result

(i) To Do Lists

- What does the creditor need to do or provide to assist you in advancing the case (i.e., provide documents, obtain particulars from others, etc.)?
- Are there preliminary searches, investigations, research, or inquiries as to conflicts that you should make before the client's instructions can be finalized?
- Is this client likely to refer a series of claims on similar facts for which standardizing letters of demand, pleadings and other proceedings from the outset could produce cost savings to the client?

2. Questions for Examination in Aid of Execution

Introduction

Effective examinations in aid of execution must take into account the circumstances of the subject judgment debtor and particulars known or suspected by the judgment creditor, and should follow after appropriate searches and inquiries of public registries, credit bureaus or other available sources respecting the income, property, liabilities and property transfers of the judgment debtor.

The following checklist suggests possible areas for examination of an individual judgment debtor, with a supplementary list for corporate judgment debtors. Not all areas or details will be applicable in every examination.

(a) Personal Particulars

- name in full (others used?)
- date of birth
- driver's license number - produce – mark copy as exhibit
- residential address
- telephone number
- produce judgment
 - identify witness as judgment debtor in proceeding
 - mark judgment as an exhibit to the examination
- has the judgment debtor made an assignment or been petitioned into bankruptcy?
- marital status (single, married, common law, living apart, divorced)
- dependants
 - names
 - ages
 - relationship

(b) Employment Particulars

- occupation
- current status (employed, unemployed, self-employed, part-time)

- current employer(s)
 - name(s) _____
 - address(es) _____
 - date(s) employment commenced _____
 - position(s) _____
 - rate(s) of pay _____
 - gross income _____
 - pay dates _____
 - method(s) of payment (cash, cheque, direct deposit etc.) _____
- obtain copies of representative sample of pay slips - mark as exhibit(s) _____
- review deductions for eligible savings
 - excess income tax deductions _____
 - refund amount claimed _____
 - date expected _____
- RRSP contributions
 - accumulated value _____
 - plan name and location _____
 - beneficiaries named _____
 - terms of plan - judgment proof? _____
- bond purchase plan
 - accumulated value _____
 - plan name and location _____
 - purchased in what name _____
- other forms of remuneration
 - bonus schemes, commissions, profit sharing, merchandise, travel allowance, etc. _____
 - basis for calculation _____
 - amount payable _____
 - method of payment _____
 - date(s) of payment _____

Self-Employment Particulars - Present and Past

- firm name _____
- address _____
- identify all shareholding interests in corporation/or all interests in partnership/or confirm sole proprietorship of judgment debtor _____
- identify firm customers _____

- list current jobs or projects
- payment amounts and dates due for each
- terms, dates, methods of payment to debtor
- other remuneration, benefits, etc.
- location of firm bank account
- assets of the firm (real property, inventory, contracts, etc.)
- liabilities of the firm
- firm prospects

Previous employment since debt arose - for each job

- employer's name
- address
- period of employment
- position
- wages received
- savings or benefits accumulated

(c) Other Income Particulars

If judgment debtor is unemployed

- particulars of last employment
- current means of support
 - source(s)
 - amount(s)
 - payable when
 - method(s) of payment
 - duration of entitlement
- produce payment slips - mark as exhibit(s)
- prospects for future employment
 - where
 - when
 - employer name
 - address
 - rate of pay
- produce copies of Income Tax Returns filed since debt arose - mark as exhibit(s)

(d) Real Property Interests

Current residence (owned, rented)

If rented

- name of owner
- term of lease
- rental amount
- date rent payable
- date tenancy began

If owned

- names on title
- tenants in common, joint tenancy, beneficial interest or absolute, etc.
- date purchased
- purchase price
- present value
- equity amount
- square footage
- mortgagees
 - name(s)
 - address(s)
 - mortgage amounts
 - monthly payments and dates of payments
 - arrears
 - tax arrears
 - term of mortgages
- certificate of title number and legal description

Identify all other real property interests now held or held since debt arose by address

- description of lands and premises
- uses
- legal description - certificate of title #
- nature of judgment debtor's interest
- date interest acquired

- price at date of acquisition, source of funds _____
- other interest holders and particulars of interest _____
- value of improvements _____
- present value or value at date of disposition _____
- date of disposition _____
- nature of disposition _____
- value received at time of disposition _____
- produce and mark as exhibit document of disposition _____
- name of solicitor acting on disposition _____

(e) Other Assets of Judgment Debtor

Motor vehicles, boats, planes, skidoos, etc. owned by debtor

- make _____
- model _____
- year _____
- license number _____
- judgment debtor's interest _____
- interest of others in same _____
- date acquired _____
- acquisition price _____
- use made of it _____
- location _____
- current value _____
- money owing on asset _____
- name of creditor(s) _____
- security interest outstanding _____
- equity _____

If no motor vehicles owned, judgment debtor's means of transport

- particulars

Particulars of last vehicle owned by judgment debtor

- date and full particulars of disposition

Machinery, tools or equipment owned by judgment debtor

- description(s)
- interest of others in same (i.e., partnership assets)
- when acquired
- acquisition price
- date(s) of acquisition
- location
- uses
- amounts owing against same
- creditor's name
- particulars of security interests outstanding

Bank Accounts of Judgment Debtor

- type
- locations
- bank names and addresses
- account numbers
- present balances
- names of co-owners
- source(s) of funds in accounts
- produce and mark as exhibit(s) pass books or blank cheques to identify all accounts
- identify all other bank, trust or credit union accounts held since debt arose by institution name, address, account type and date of closure

- identify location, contents and value of contents for all safety deposit boxes of debtor

Money owing to judgment debtor - mortgages, promissory notes, loan agreements, income tax refund, etc.

- description
- date due
- amount/value
- interests of others in debt due
- name, address and occupation of person owing sum to judgment debtor
- steps taken to date or pending to collect
- willingness of judgment debtor to assign interest to judgment creditor

Cash

- money on judgment debtor's person, at home, elsewhere, insurance (on debtor's life, life of others, personalty, etc.)
- annuity, accident or disability entitlements
- description with policy number
- name and address of company plan holder
- beneficiaries named
- cash surrender or payout value
- maturity date of plan
- premium amount paid, by whom
- payment amount and timing

Other assets or entitlements - obtain full particulars

- mortgages
- bonds
- stock in public or private corporations
- RRSPs
- GICs

- term deposits _____
- letters of credit _____
- negotiable instruments, cheques, money orders _____
- interests in companies, partnerships, associations or their assets _____
- property presently in someone else's possession _____
- personal effects _____
 - furniture, antiques, collections, jewellery, furs, etc. _____
- inchoate interests in real or personal property not yet matured (i.e., option to purchase, conditional agreement, etc.) _____
- actions initiated by judgment debtor, or judgments obtained _____
- inheritance or interest under any will or deed _____
- intellectual property interest _____
- livestock _____
- all other assets of value not mentioned _____
- all other rights to income not mentioned _____

(f) Dispositions of Property

Identify all assets sold or transferred by the judgment debtor from the date the debt arose to present _____

- describe property _____
- nature of judgment debtor's interest _____
- fair market value of debtor's interest at date of disposition _____
- type of disposition (i.e., gift, sale, exchange, etc.) _____
- name, address, relationship of transferee _____

Debtor's reason for disposition(s) _____

- value received from transferee, from others _____
- date of disposition(s) _____

- interest retained by judgment debtor (i.e., beneficial) _____
- itemize all gifts of value made by judgment debtor since debt arose _____

(g) Other Creditors of Judgment Debtor _____

- name, address of each creditor _____
- source of the debt(s) _____
- amount of each debt _____
- date(s) incurred _____
- security given _____
- payment rate _____
- dates of payment(s) _____
- arrears outstanding _____
- judgments obtained _____
- execution proceedings taken _____

Particulars of any contingent liabilities (i.e., personal guarantees outstanding) _____

(h) Particulars – Spouse/Common Law Partner _____

- full name _____
- address _____
- age _____
- living with judgment debtor or other particulars _____
- employment status _____

If unemployed, source of support _____

If employed _____

- name of employer _____
- address _____
- occupation _____
- duration of present employment _____
- part or full time _____
- earnings _____

Previous employment history

- employers
- positions held
- earnings

Spouse's present holdings of real property

- addresses
- description of property and uses
- date acquired
- price paid
- name of transferor
- current value of property
- equity in property
- names of other interest holders

Other assets of spouse

- vehicles
- bank or trust accounts
- other assets of value
 - description
 - location
 - nature of interest
 - when acquired
 - value on acquisition
 - price paid
 - interests of others in property
 - source of funds for acquisition
 - contribution or transfer by judgment debtor
 - compensation received by judgment debtor

Identify any others dependent on spouse for support

(i) Dependants - Other

- names
- ages
- relationship
- education or employment status

- interests of dependents in real or personal property, bank or trust accounts _____
- source of conveyance _____
- value of property _____
- contribution, if any, by judgment debtor _____

(j) Personal Budget Particulars

Monthly income

- net salary _____
- part-time income _____
- room and board paid by others _____
- pension income _____
- EI _____
- Workers' Compensation _____
- sick pay or other _____
- family allowance _____
- annuities _____
- inheritance income _____
- rental income _____
- interest income _____
- dividend income _____
- other _____

TOTAL

Monthly Expenses (for judgment debtor and _____ dependents)

- food _____
- clothing _____
- housing _____
 - rent or mortgage payments _____
 - taxes _____
 - hydro _____
 - gas or other heating fuel _____
 - water _____
 - telephone _____

- transportation
 - car payments or rental
 - vehicle maintenance costs
 - other
- insurance
 - home
 - life
- education
- recreation (particulars)
- medical and dental
- payment on bank loans (total \$)
- payment on charge accounts (total \$)
- Other

TOTAL

(k) Judgment Debtor's Proposal for Satisfying Judgment

- reasons for non-payment to date
- intention to pay
 - when
 - amount(s)
 - source of funds
- assignments possible
- security available

3. Supplementary Checklist - Examination of Corporate Judgment Debtor

(a) Particulars of Witness

- name
- office held
- address
- telephone number
- position in company
- date(s) position and office commenced

(b) Corporate Books and Records

- location of minute book
- produce minute book for inspection - mark as exhibit
- produce financial statements for current and five years prior to judgment - mark as exhibit
- revenues
- assets
- expenses
- liabilities
- loans, advances, dividends to shareholders, salaries paid to officers and directors, extra-ordinary expenses or revenues, return of goods to creditors, payments to creditors out of ordinary course of business
- produce bank statements for relevant period
 - identify company auditors/accountants

(c) Corporate Particulars

- date of incorporation
- place of incorporation
- share related particulars including
 - kinds, numbers and values of original shares issued
 - shareholders, past and present
 - particulars of share transfers

- produce shareholders agreement(s)
- particulars of share reorganizations
- past and current directors
- past and current officers
- numbers of employees, past and current

(d) Corporate Premises

- civic addresses
- owned or rented, particulars
- premises formerly owned, particulars

(e) Corporate Business

- type
- customer lists
- continuing contracts, accounts
- date ceased to carry on business
- cause of financial difficulty

(f) Other Creditors - as above

- security given, particulars
- assignment of accounts receivable
- Section 427 *Bank Act* security given
- personal guarantees outstanding
- receiver appointment threatened or pending
- bankruptcy - threatened or pending

(g) Particulars of Corporate Assets

- real property, motor vehicles, machinery, equipment, tools, investments, securities, debts owing to company, etc. and, specifically,
 - accounts receivable
 - inventory
 - real property interests (i.e., options, leases, etc.)
 - foreign assets
 - office furniture
 - fixtures

- contingent rights
- shareholdings or other interests and income sources

(h) Dispositions of Corporate Assets

- transfers of work in process, contracts, inventory or equipment to related or other persons
- dates
- documentation
- value received

(i) Corporate Judgment Debtor's Proposal for Satisfying Judgment

B. PRECEDENTS

The materials which follow are adapted from actual files and proceedings or were prepared solely for instructional purposes.

Every situation turns on its own facts. One should never assume that a precedent will provide a complete guide. These precedents should only be used as a starting point and should then be adapted to meet the requirements of the particular case.

These precedents should be used in close conjunction with the governing Court of King's Bench Rules and any statutory authority under which proceedings are brought.

Ensure you have completed and printed each form as required by the Rules:

When printing the form:

- use good quality printer paper, 216 mm x 279 mm (8.5" x 11"),
- print only on one side of the paper.

If you complete the form on a computer before printing it:

- do not change the format in any way,
- use double spacing between lines,
- make sure the left-hand margin is about 40 mm (1 ½ inches) wide.

If you print the form and complete it in handwriting, make sure the handwriting is readable.

If the form has a cover page, you must include it. Cover pages for court documents have not been included here in order to reduce the volume of the materials.

If the form is an affidavit:

- the font must be size 14,
- the pages must be numbered,
- exhibits must be separated by numbered or lettered tabs,
- the completed form, including exhibits, must be stapled or bound so that pages and exhibits do not become loose or separated.

If your form includes a dollar amount, use a decimal point to show dollars and cents (e.g. \$250.00).

1. Demand Letter

May 28, 20__

REGISTERED MAIL

Mr. Joe Debtor
123 Portage Avenue
Winnipeg, Manitoba
R3L OM2

Dear Sir:

Re: ABC Corporation
Our Matter No. 0000000 LBL

We represent ABC Corporation ("ABC") in connection with this matter. We are advised that you are indebted to our client in the amount of \$1,000.00.

ABC requires you to make payment of the full amount of the outstanding indebtedness within 14 days from the date hereof. The amount of \$1,000.00 is to be paid by way of certified cheque made payable to Cathedral Law and is to be delivered to our office.

If you fail to comply with this demand, ABC will initiate legal proceedings against you for the outstanding amount without further notice to you. Legal proceedings will also seek recovery of interest on the outstanding amount and the costs of such proceedings.

Yours truly,

CATHEDRAL LAW LLP

Per:

Loretta B. Lawyer

2. Reciprocal Enforcement of Judgments

a) Notice of Application (Form 14B)

File No.

BETWEEN: THE KING'S BENCH
WINNIPEG CENTRE

GERTRUDE GREEN,

- and -

HENRY HARRISON AND LISA GREEN HARRISON,

applicant,

respondents.

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following pages.

THIS APPLICATION will come for a hearing before a judge, on Friday, March 16, 20__ at 10:00 a.m. at 408 York Avenue, Winnipeg, Manitoba.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or a Manitoba lawyer acting for you must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

March , 20__

Issued by _____
Registrar

APPLICATION

1. The applicant makes application, without notice, for:
 - (a) an order that the judgment of the Honourable Mr. Justice Baines of the Ontario Court (General Division), dated September 1, 20__, be registered in this Court;
 - (b) an order that all debts, obligations and liabilities owing, payable or accruing due to the respondent, Henry Harrison, from Manitoba Health Services be attached;
 - (c) costs; and
 - (d) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:
 - (a) sections 3(1), 3(2) and 9(1) of *The Reciprocal Enforcement of Judgments Act*, C.C.S.M., c. J20;
 - (b) the respondent, Henry Harrison, submitted to the jurisdiction of the original court by defending the original action; and
 - (c) such further and other grounds as counsel may advise and this Honourable Court may permit.
3. The following documentary evidence will be used at the hearing of the application:
 - (a) the pleadings and proceedings herein;
 - (b) the judgment of the Honourable Mr. Justice Baines, dated September 1, 20__;
 - (c) the affidavit of Jocelyn Johnson, sworn March 11, 20__; and
 - (d) such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

March , 20__

Law Firm LLP
Barristers & Solicitors
27 Hershey Avenue
Winnipeg, Manitoba
R7U 9K0
Attention: Susan Lawyer
Solicitors for the applicant

b) Affidavit in Support (Form 4D)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GERTRUDE GREEN,

applicant,

- and -

HENRY HARRISON and LISA GREEN HARRISON,

respondents.

AFFIDAVIT OF JOCELYN JOHNSON

I, JOCELYN JOHNSON, of the City of Brampton in the Province of Ontario,

MAKE OATH AND SAY THAT:

1. I am a partner with the firm of Lex & Associates, lawyers for the applicant, Gertrude Green, in Ontario Court (General Division), Brampton File No. 12345, and as such have personal knowledge of the matters hereinafter deposed to by me save and except where same are stated to be based on information and belief, in which case I verily believe them to be true.
2. A statement of claim in respect of this matter was filed on behalf of Gertrude Green in the Ontario Court (General Division), Brampton, on December 1, 20___. Attached as Exhibit "A" to this my affidavit is a copy of the statement of claim.
3. Henry Harrison filed a notice of intent to defend through his lawyer, Jason B. Legal, on January 18, 20___. Attached as Exhibit "B" to this my affidavit is a true copy of the notice of intent to defend. Jason B. Legal served my office with a statement of defence on Henry Harrison's behalf on March 10, 20___. Attached as Exhibit "C" to this my affidavit is a true copy of the statement of defence.

4. A judgment was obtained on behalf of Gertrude Green against Henry Harrison, after a trial on September 1, 20__, for the sum of \$10,269.58 and one-half of her party and party costs. Interest accrues at the rate of 7% per year. Attached as Exhibit "D" to this my affidavit is a certified copy of the judgment of the Honourable Mr. Justice Baines of the Ontario Court (General Division).

5. Rule 61.04(1) of the *Ontario Rules of Civil Procedure* require that a notice of appeal be served within 30 days after the date upon which the order appealed from was granted. No such notice was served by Henry Harrison and the time for appeal of the judgment of the Honourable Mr. Justice Baines has expired.

6. On December 10, 20__, the party and party costs of Gertrude Green were assessed in the sum of \$6,514.66. A true copy of the certificate of assessment of costs is attached as Exhibit "E" to this my affidavit.

7. The following amounts are still owing on the judgment:

Judgment dated September 1, 20__	\$10,269.58
Costs (\$6,514.66÷2) as at September 1, 20__	\$ 3,257.33
Interest to March 11, 20__ (see Schedule "A" attached)	\$ 1,424.50
Paid to issue writ	\$ 48.00
Paid to file writ	\$ 41.00
Preparation of notice of garnishment	\$ 15.00
Paid to issue notice of garnishment	\$ 100.00
BALANCE DUE March 11, 20__	\$15,155.21

8. The defendant, Henry Harrison, has not made any payment toward the judgment amount or costs since the date the judgment was granted.

9. The defendant, Henry Harrison, was served a notice of examination in aid of execution on July 14, 20__. A true copy of the affidavit of service of Danny Dupuis, sworn July 14, 20__, is attached as Exhibit "F" to this my affidavit.

10. The defendant, Henry Harrison, failed to attend the examination in aid of execution, which was scheduled for July 23, 20___. A true copy of the certificate of non-attendance of Margaret Kirkfield, certified court reporter, sworn July 23, 20___, is attached as Exhibit "G" to this my affidavit.

11. I have been advised by Gertrude Green, and do verily believe, that Henry Harrison is a medical doctor who receives payment from the Manitoba Health Services Insurance Plan, "Manitoba Health," on a periodic basis. I have reason to believe that Manitoba Health is indebted or will become indebted to Henry Harrison for Manitoba Health Services Insurance Plan payments.

12. Gertrude Green has instructed me to garnish the Manitoba Health payments owing to Henry Harrison.

13. A notice of garnishment, with garnishee statement attached, should be directed to the garnishee, Manitoba Health, 599 Empress Street, Winnipeg, Manitoba, R3G 3H2.

14. I make this affidavit bona fide and in support of the within application.

SWORN before me in the City)
of Brampton in the Province)
of Ontario, this 11th day of)
March, 20___.)

JOCELYN JOHNSON

A Notary Public in and for the
Province of Ontario

Notarial seal should be placed on the signature and on signatures of each exhibit by the out of province Notary.

**SCHEDULE "A" TO THE AFFIDAVIT OF JOCELYN JOHNSON,
SWORN MARCH 11, 20__**

Post Judgment Interest Calculation:

\$10,269.58 Judgment
\$ 3,257.33 Costs as at September 1, 20__
\$13,526.91

- September 1, 20__ to March 11, 20__ = 550 days
- Interest calculated at 7%, per day = $\frac{\$13,526.91 \times 7\%}{365 \text{ days}} = \2.59 per day
- \$2.59 (per diem) x 550 (days) = \$1,424.50

This is **EXHIBIT "B"** referred to in the Affidavit of Jocelyn Johnson sworn before me at the City of Brampton, in the Province of Ontario, this 11th day of March, 20__

A Notary Public in and for the
Province of Ontario

File No.

ONTARIO COURT (GENERAL DIVISION)

BETWEEN:

GERTRUDE GREEN,

plaintiff(s),

- and -

HENRY HARRISON and LISA GREEN HARRISON,

defendant(s).

NOTICE OF INTENT TO DEFEND

THE DEFENDANT, Henry Harrison, intends to defend this action.

Date: January 18, 20__

Name, Address and telephone number of solicitor or party serving notice:

TO: LEX & ASSOCIATES
Barristers & Solicitors
80 Any Avenue
P. O. Box 2335
Brampton, Ontario
N6A 4G4
JOCELYN JOHNSON
Solicitors for the Plaintiff

JASON B. LEGAL & COMPANY
Barristers & Solicitors
256 Pall Mall Street
Suite 202
Brampton, Ontario
N6A 5P6
JASON B. LEGAL
Solicitors for the Defendant

Note to Readers: Statement of Claim (Exhibit "A") is not included in this precedent.

This is **EXHIBIT “D”** referred to in the Affidavit of Jocelyn Johnson sworn before me at the City of Brampton, in the Province of Ontario, this 11th day of March, 20__.

A Notary Public in and for the
Province of Ontario

File No.

ONTARIO COURT (GENERAL DIVISION)

THE HONOURABLE MR. JUSTICE)
)
BAINES)
 Monday, the 1st day of
 September, 20__

BETWEEN:

GERTRUDE GREEN,

plaintiff(s),

- and -

HENRY HARRISON and LISA GREEN HARRISON,

defendant(s).

JUDGMENT

THIS ACTION was heard this day without a jury at Brampton, in the presence of counsel for all parties,

ON READING THE PLEADINGS AND HEARING THE EVIDENCE and the submissions of counsel for the parties,

1. THIS COURT ORDERS that the defendant, Henry Harrison, shall pay to the plaintiff the sum of \$10, 269.58.
2. THIS COURT ORDERS that the defendant, Henry Harrison shall pay to the plaintiff one-half of her party and party costs.

THIS JUDGMENT BEARS INTEREST at the rate of 7% per cent, per year, commencing on September 1, 20__.

JUSTICE, ONTARIO COURT
(GENERAL DIVISION)

Note to Readers: Statement of Defence (Exhibit “C”) is not included in this precedent, nor are Exhibits “E” through “G.”

c) Judgment (Form 59B)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE)
) Friday, the 16th day of March, 20__
MR. JUSTICE _____)

BETWEEN:

GERTRUDE GREEN,

applicant,

- and -

HENRY HARRISON and LISA GREEN HARRISON,

respondents.

JUDGMENT

THIS APPLICATION, made without notice, was heard this day in the presence of counsel for the applicant, Gertrude Green.

ON READING THE NOTICE OF APPLICATION AND THE EVIDENCE FILED by the Applicant, and the judgment of the Honourable Mr. Justice Baines, the affidavit of Jocelyn Johnson sworn, March 11, 20__, and on hearing the submission of counsel for the applicant,

1. THIS COURT ORDERS that the judgment of the Honourable Mr. Justice Baines, of the Ontario Court (General Division) dated September 1, 20__, attached hereto, be registered with this Court;

2. THIS COURT ORDERS that the debts and obligations owing to Dr. Henry Harrison by Manitoba Health Services be attached in satisfaction of the said judgment of the Honourable Mr. Justice Baines, dated September 1, 20__.

March 18, 20__

Deputy Registrar

Note to Readers: The judgment or order from the reciprocating jurisdiction should be attached to this type of order.

3. Prejudgment Attachment of Personalty and Realty (Example 1)

a) Statement of Claim (Form 14A)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

MASH 4077 INC.,

plaintiff,

- and -

MARGARET HOOLIHAN and WALTER O'REILEY
and the said MARGARET HOOLIHAN and
WALTER O'REILEY carrying on business
under the firm name and style HOT LIPS ENTERPRISES,

defendants.

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the King's Bench Rules, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

(Where the claim made is for a stated amount of money only, include the following:)

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$750 for costs and have the costs assessed by the court.

April , 20__

Issued by_____

Deputy Registrar
204 - 408 York Avenue
Winnipeg MB R3C 0P9

TO: MARGARET HOOLIHAN
WALTER O'REILEY
HOT LIPS ENTERPRISES
c/o 34 Klinger Rd.
Winnipeg, MB
R2X 2B2

In practice, each defendant should be listed separately even if all defendants share a common address.

CLAIM

1. The plaintiff claims against the defendants, jointly and severally:
 - (a) judgment in the sum of \$624,065.19;
 - (b) damages;
 - (c) punitive damages;
 - (d) an attaching order before judgment preserving the defendants' property;
 - (e) costs on a solicitor/client basis; and
 - (f) such other order as this Honourable Court may deem just.
2. The plaintiff is a corporation incorporated pursuant to the laws of Manitoba with its head office in Winnipeg, Manitoba.
3. The defendant, Margaret Hoolihan ("Hoolihan") resides in Winnipeg, Manitoba.
4. The defendant, Walter O'Reiley ("O'Reiley") resides in Winnipeg, Manitoba.
5. At all material times:
 - (a) Hoolihan was employed by the plaintiff as its comptroller from the spring of 20__ to January 24, 20__;
 - (b) O'Reiley was employed by the plaintiff as a production manager from August 5, 20__ to August 11, 20__;
 - (c) Hot Lips Enterprises was a business name used for banking purposes by Hoolihan and O'Reiley; and
 - (d) Hoolihan and O'Reiley were engaged in a relationship which ultimately resulted in their marriage.
6. In or about November, 20__, the defendants wrongfully and maliciously conspired with each other to defraud and injure the plaintiff by converting funds belonging to the plaintiff for their own use.
7. In pursuance of and in furtherance of the said conspiracy, the defendants did the following overt acts:
 - (a) prepared cheques, to be drawn on the plaintiff's account, payable to themselves;

- (b) deposited the said cheques in accounts in either their own names, or in accounts controlled by them;
 - (c) used the funds drawn from these cheques for their own purposes;
 - (d) failed to pay accounts payable in a timely manner so as to mask their defalcations; and
 - (e) upon the cheques being returned to the plaintiff, the defendants or one of them, erased their name(s) as payee and inserted the name of a trade creditor of the plaintiff.
8. In furtherance of the said conspiracy, the defendants misappropriated funds from the plaintiff in the above-described method, in the following amounts:

<u>Year</u>	<u>Number of Cheques</u>	<u>Amount</u>
20__	4	\$ 1,202.20
20__	38	\$ 15,772.53
20__	39	\$ 29,540.70
20__	48	\$ 43,265.19
20__	47	\$ 76,882.67
20__	45	\$ 76,242.20
20__	36	\$ 76,504.53
20__	64	\$115,515.12
20__	73	\$181,622.33
<u>20__</u>	<u>3</u>	<u>\$ 7,517.72</u>
Total	397	\$624,065.19

9. The plaintiff states that the conduct of the defendants set out herein was criminal and caused the plaintiff substantial loss thereby entitling the plaintiff to punitive damages.
10. The plaintiff states that as a consequence of the defendants' acts, it has sustained loss and damages, the particulars of which include:
- (a) loss of funds totaling \$624,065.19;
 - (b) late payment penalties and interest charges to Canada Revenue Agency;
 - (c) interest charges to financial institutions on the plaintiff's line of credit to pay for the cheques cashed by the defendants;
 - (d) forensic accounting and accounting charges to remedy the state of the plaintiff's accounts; and
 - (e) loss of reputation.

11. In the circumstances, the plaintiff is entitled to the relief sought.

April , 20__

ABC LLP
Barristers & Solicitors
15 Spruce Avenue
Winnipeg MB
5T7 6R7
Attention: Hawk I. Pierce
Solicitors for the plaintiff

b) Notice of Motion (Form 37A)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

MASH 4077 INC.,

plaintiff,

- and -

MARGARET HOOLIHAN and WALTER O'REILEY
and the said MARGARET HOOLIHAN and WALTER O'REILEY
carrying on business under the firm name
and style HOT LIPS ENTERPRISES,

defendants.

**NOTICE OF MOTION
(Without Notice)**

THE plaintiff will make a motion, without notice, before the presiding Associate Judge on Wednesday, April 4, 20__ at 9:30 a.m. or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

- (a) an order directing the Sheriff at the Winnipeg Judicial Centre to attach, seize, receive and hold, all personal property in which the defendants have an interest, including without limiting the generality of the foregoing:
 - (i) 2020 GMC Pick-Up Truck, Serial No. 1GTEC14H5PE555555, Plate No. 123 ABC;
 - (ii) 2019 Turbo Eagle Talon, Serial No. 4E3AL54F1SE193333, Plate No. 444 QQQ;

- (iii) 2014 Pontiac FireBird Trans Am, Serial No. 2W87WAN142222, Plate No. 222 XSE;
 - (iv) 2019 Suzuki Sidekick, Serial No. 2S3TA01C2M6404444, Plate No. 466 NNN;
 - (v) 2018 Toyota Celica GT, Serial No. JT2ST87L6M0080000, Plate No. 333 AAA;
 - (vi) 2013 Chevrolet Cavalier, Serial No. 1G1AE77B9D7127777, Plate No. 321 ABA;
 - (vii) Suzuki 1100 Motor Cycle;
 - (viii) Hard Top camper; and
 - (ix) Parks House trailer.
- (b) an order attaching the real property in which the defendants have an interest, legally described as Lot 20, Block 11, Plan 12345 WLTO in W 1/2 9-10-5 EPM and Lot 21, Block 13, Plan 125 WLTO in SW 1/4 4-17-5 EPM (the "Properties");
 - (c) in the alternative, an order preserving the proceeds of the sale of any of the Properties;
 - (d) an order for garnishment before judgment;
 - (e) an order for costs of this motion on a solicitor and own client basis; and
 - (f) such other order as this Honourable Court finds just and appropriate.

THE GROUNDS FOR THE MOTION ARE:

- (a) the defendants may be about to leave Manitoba with the intent to change their residence and/or defraud a creditor, namely the plaintiff;
- (b) the defendants may be about to permanently remove property from the Province of Manitoba;

- (c) the defendants may be attempting to conceal, remove, assign, transfer, convey, convert or dispose of property with an intent to delay, defeat, or defraud a creditor, namely the plaintiff;
- (d) the plaintiff is claiming an amount of money against the defendants in the within action;
- (e) sections 59, 60(1) and 61 of *The Court of King's Bench Act*;
- (f) King's Bench Rules 45, 46.01 and 46.14;
- (g) such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) affidavit of Frank Burns, sworn the 2nd day of April, 20__;
- (b) supplementary affidavit of Frank Burns, sworn the 3rd day of April, 20__; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

April 3, 20__

ABC LLP
Barristers & Solicitors
15 Spruce Avenue
Winnipeg MB
5T7 6R7
Telephone:
Fax:
E mail:
Attention: Hawk I. Pierce
Solicitors for the plaintiff

c) Affidavit in Support (Form 4D)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

MASH 4077 INC.,

plaintiff,

- and -

MARGARET HOOLIHAN and WALTER O'REILEY
and the said MARGARET HOOLIHAN and WALTER O'REILEY
carrying on business under the firm
name and style HOT LIPS ENTERPRISES,

defendants.

AFFIDAVIT OF FRANK BURNS

I, FRANK BURNS, of the City of Winnipeg, in the Province of Manitoba, Businessman,

MAKE OATH AND SAY THAT:

1. I am the President of the plaintiff and as such, have personal knowledge of the matters and facts hereinafter deposed to by me, except where same are stated to be based on information and belief, in which case I verily believe them to be true.
2. The defendant, Margaret Hoolihan ("Hoolihan"), was an employee of the plaintiff. Hoolihan, who originally used the name Margaret Hatcher, commenced employment with the plaintiff on July 24, 20__. In the spring of 20__, she was promoted to comptroller of the plaintiff.
3. Hoolihan earned approximately \$95,000 while employed by the plaintiff.
4. Hoolihan's employment was terminated with immediate effect on January 24, 20__. Attached hereto and marked as Exhibit "A" is a true copy of her Notice of Termination.
5. The defendant, Walter O'Reiley ("O'Reiley"), was employed by the plaintiff from August 5, 20__ to August 11, 20__. O'Reiley earned approximately \$89,000 as the plaintiff's production manager.
6. Hoolihan, in her position with the plaintiff, essentially had sole control of the plaintiff's accounting department. Hoolihan had sole authority for the cheque writing machine and was entrusted to pay the plaintiff's accounts on a timely basis.

7. In or about January, 20__, I was contacted by Canada Revenue Agency and advised that the plaintiff's withholding payments had not been made for the preceding quarter. Based on this information, Hoolihan was immediately terminated for failing to carry out her duties in a diligent manner.

8. In the period following Hoolihan's dismissal, I directed that the accounting department be reviewed in detail. It was apparent that Hoolihan had left the accounting system in disarray and did not follow the established procedures of the plaintiff.

9. On March 28, 20__, it came to my attention that cheques had been drawn on the plaintiff's general account payable to Hoolihan. This account is never used for employee's payroll whether it be regular salary or bonus payments. Further, at no time during the course of their employment were Hoolihan or O'Reiley entitled to receive any funds from this account.

10. I immediately commenced an exhaustive review of all of the cheques drawn on the plaintiff's general account. During the course of this investigation, I came across cheques payable to not only Hoolihan and O'Reiley but as well Hot Lips Enterprises which is a business name I do verily believe to be controlled by Hoolihan and O'Reiley.

11. The manner in which Hoolihan and O'Reiley perpetrated their fraud was that cheques were made payable to one or the other of them and cashed to the credit of their account. The cheques were then returned to the plaintiff at which time Hoolihan would erase their name as payee and insert a trade creditor of the plaintiff. My review of the cheques drawn on the plaintiff's general account produces the following amounts which were paid to either one of the defendants:

<u>Year</u>	<u>Number of Cheques</u>	<u>Amount</u>
20__	4	\$ 1,202.20
20__	38	\$ 15,772.53
20__	39	\$ 29,540.70
20__	48	\$ 43,265.19
20__	47	\$ 76,882.67
20__	45	\$ 76,242.20
20__	36	\$ 76,504.53
20__	64	\$115,515.12
20__	73	\$181,622.33
20__	3	<u>\$ 7,517.72</u>
Total	397	\$624,065.19

Attached hereto and marked as Exhibit "B" is my recording of the funds stolen by the defendants over a seven year period.

12. As an example of the defendants' fraud, attached hereto and marked as Exhibits "C" and "D" are two cheques drawn in favour of O'Reiley.

13. As an example of how a large portion of the defendants' fraudulent scheme worked, attached hereto and marked as Exhibit "E" is a true copy of the documentation regarding two cheques numbered 011850 and 011849. The first page shows that the cheques are payable to Hawkins Enterprises. The second page shows the cheques were cashed at the Canadian Imperial Bank of Commerce ("CIBC"). The third page shows the payee on the cheque when it was originally cashed.

14. Based on the substantial funds removed from the plaintiff's account, I contacted Sherman Potter who is an employee of the plaintiff and a friend of the defendants. Based on my discussions with Mr. Potter, I do verily believe that the defendants purchased the following items with funds stolen from the plaintiff:

- (a) cottage at Winnipeg Beach which is legally described as Lot 21, Block 13, Plan 125 WLTO in SW 1/4 4-17-5 EPM. Attached hereto and marked as Exhibit "F" is a true copy of a title search conducted at the Winnipeg Land Titles Office;
- (b) paid off their residence in full at 35 Klinger Rd, Winnipeg, Manitoba which is legally described as Lot 20 Block 11 Plan 12345 WLTO in W 1/2 9-10-5 EPM. Attached hereto and marked as Exhibit "G" is a true copy of a title search conducted at the Winnipeg Land Titles Office;
- (c) 2020 GMC Pick-Up Truck, Serial No. 1GTEC14H5PE555555, Plate No. 123 ABC;
- (d) 2019 Turbo Eagle Talon, Serial No. 4E3AL54F1SE1933333, Plate No. 444 QQQ;
- (e) 2014 Pontiac FireBird Trans Am, Serial No. 2W87WAN122222, Plate No. 222 XSE;
- (f) 2019 Suzuki Sidekick, Serial No. 2S3TA01C2M6404444, Plate No. 466 NNN;
- (g) 2018 Toyota Celica GT, Serial No. JT2ST87L6M0080000, Plate No. 333 AAA;
- (h) 2013 Chevrolet Cavalier, Serial No. 1G1AE77B9D7127777, Plate No. 321 ABA;
- (i) Suzuki 1100 Motor Cycle;
- (j) hard top camper; and
- (k) Parks House Trailer.

15. I have notified the City of Winnipeg Police of the defendants' conduct. I am advised by Hawk I. Pierce, my lawyer, and do verily believe, that the defendants are facing incarceration for their actions. Further, the amount of our claim far exceeds the defendants' known assets. As such, I am concerned that the defendants may flee the jurisdiction or, alternatively, conceal assets which are either the property of the plaintiff or were purchased with the plaintiff's funds.

16. I am advised by Potter, and do verily believe, that O'Reiley's parents have recently returned to Liechtenstein. I am advised by Potter that O'Reiley's parents had resided in Winnipeg for several years. In the fall of 20__, they returned to Liechtenstein and are currently in the process or have in fact built a large home. I am concerned that assets of the defendants or alternatively, funds of the plaintiff, have been or are in the process of being transferred to Liechtenstein.

17. I do verily believe that the plaintiff has a valid cause of action in fraud and/or conversion against the defendants.

18. Based on the transaction records, I do verily believe that the defendants maintained accounts with the CIBC. As such, the CIBC is or will become indebted to the defendants.

19. I make this affidavit bona fide in support of the plaintiff's motion for an attaching order against all the property owned by the defendants and a pre-judgment garnishment order.

SWORN before me in the City of)
Winnipeg, in the Province of Manitoba ,)
on the 2nd day of April, 20__.)

A Notary Public in and for the
Province of Manitoba

) _____
) FRANK BURNS

d) Supplementary Affidavit (Form 4D)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

MASH 4077 INC.,

plaintiff,

- and -

MARGARET HOOLIHAN and WALTER O'REILEY
and the said MARGARET HOOLIHAN and WALTER O'REILEY
carrying on business under the firm name and style HOT LIPS ENTERPRISES,

defendants.

SUPPLEMENTARY AFFIDAVIT OF FRANK BURNS

I, FRANK BURNS, of the City of Winnipeg, in the Province of Manitoba, Businessman,

MAKE OATH AND SAY THAT:

1. I am the President of the plaintiff and as such, have personal knowledge of the matters and facts hereinafter deposed to by me, except where same are stated to be based upon information and belief in which case I verily believe them to be true.
2. I make this affidavit supplementary to my affidavit sworn April 2, 20__.
3. I am advised by Charles Emerson Winchester III, the defendants' friend, and do verily believe that the defendants maintain bank accounts at the Royal Bank, 114 Regent Avenue West, in Winnipeg, Manitoba. I therefore verily believe that the Royal Bank is or will become indebted to the defendants.

4. Based on the coding of the cheques, I do verily believe that the defendants maintain bank accounts with the Canadian Imperial Bank of Commerce ("CIBC"), Regent at Day Branch, 110 Regent Avenue West, in Winnipeg, Manitoba. I do verily believe that the CIBC is or will become indebted to the defendants.

5. I make this supplementary affidavit bona fide in support of the plaintiff's motion for an attaching order against all the property owned by the defendants.

SWORN before me in the City)
of Winnipeg, in the Province of)
Manitoba, on the 3rd day of)
April, 20__.

FRANK BURNS

A Commissioner for Oaths in and
for the Province of Manitoba.
My Commission Expires:_____

e) Order (Form 59A)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

ASSOCIATE JUDGE _____)
) Monday, the 23rd day of April, 20__
)

BETWEEN:

MASH 4077 INC.,

plaintiff,

- and -

MARGARET HOOLIHAN and WALTER O'REILEY
and the said MARGARET HOOLIHAN and WALTER O'REILEY
carrying on business under the firm name and style HOT LIPS ENTERPRISES,

defendants.

ORDER

THIS MOTION, made by the plaintiff, for an attaching order and a prejudgment garnishment order, made without notice, was heard this day, at the Law Courts Building, Broadway and Kennedy Street, Winnipeg, Manitoba.

ON READING the pleadings herein, the affidavits of Frank Burns sworn the 2nd and 3rd day of April, 20__, and on hearing the submissions of counsel for the plaintiff.

THIS COURT ORDERS that the Sheriff at the Winnipeg Judicial Centre, upon ascertaining that any security required by this Order has been given, forthwith attach, seize, receive, hold and dispose of as provided by King's Bench Rule 46, all real property and all personal property in which the defendants have an interest, including but not limited to the following:

- a) cottage at Winnipeg Beach, which is legally described as Lot 21, Block 13, Plan 125 WLTO in SW 1/4 4-17-5 EPM;
- b) residence at 35 Klinger Rd., Winnipeg, Manitoba, which is legally described as Lot 20, Block 11, Plan 12345, WLTO in W 1/2 9-10-5 EPM;
- c) 2020 GMC Pick-Up Truck, Serial No. 1GTEC14H5PE55555, Plate No. 123 ABC;

- d) 2019 Turbo Eagle Talon, Serial No. 4E3AL54F1SE193333, Plate No. 444 QQQ;
- e) 2014 Pontiac FireBird Trans Am, Serial No. 2W87WAN142222, Plate No. 222 XSE;
- f) 2019 Suzuki Sidekick, Serial No. 2S3TA01C2M6404444, Plate No. 466 NNN;
- g) 2018 Toyota Celica GT, Serial No. JT2ST87L6M0080000, Plate No. 333 AAA;
- h) 2013 Chevrolet Cavalier, Serial No. 1G1AE77B9D7127777, Plate No. 321 ABA;
- i) Suzuki 1100 Motor Cycle;
- j) hard top camper;
- k) Parks House Trailer;

whether in the possession of the defendants or any other person and not exempt by law from seizure, to secure in whole or in part the amount of \$624,065.19 claimed by the plaintiff in this proceeding.

2. THIS COURT ORDERS that a Notice of Garnishment (Before Judgment) be issued to the Royal Bank, 114 Regent Avenue West, Winnipeg, Manitoba.

3. THIS COURT ORDERS that a Notice of Garnishment (Before Judgment) be issued to the Canadian Imperial Bank of Commerce, Regent at Day Branch, 110 Regent Avenue West, Winnipeg, Manitoba.

4. THIS COURT ORDERS that the plaintiff post \$500 as security for costs.

April 4, 20__

ASSOCIATE JUDGE

4. Prejudgment Attachment of Personalty and Realty (Example 2)

a) Notice of Motion (Form 37A)

File No. CI-

THE KINGS BENCH
WINNIPEG CENTRE

BETWEEN:

BANK OF XANADU,

plaintiff,

- and -

HOPELESSLY DEVOTED LTD. and OLIVIA PALM,

defendants.

NOTICE OF MOTION (Without Notice)

THE plaintiff will make a motion, without notice, before the presiding Associate Judge on Wednesday, September 12, 20__, at 9:30 a.m., or as soon after that time as the motion can be heard, at the Law Courts, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

1. An Order:

- (a) directing the Sheriff of the Winnipeg Judicial Centre to attach, seize, receive, hold and dispose of as provided by King's Bench Rule 46, all personal property in which the defendant, Olivia Palm ("Palm") has an interest;
- (b) for the attachment before judgment of all real property in which Palm has an interest, namely 165 Lightning Place;
- (c) costs of this motion;
- (d) any other relief that this Honourable Court deems just and necessary.

THE GROUNDS FOR THE MOTION ARE:

1. King's Bench Rule 46;
2. *The Court of King's Bench Act*, sub-sections 60(1) and 60(2);
3. Palm is about to leave, or has already left, Manitoba with the intent to change residence and/or is about to permanently remove property out of Manitoba;
4. Palm has an interest in the real property located at 165 Lightning Place; and
5. such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the affidavits of Sandra Dee, sworn August 30, 20__, September 1, 20__ and September 6, 20__, respectively;
2. the affidavit of Andrew MacDonald, sworn August 30, 20__; and
3. such further and other material and evidence as counsel may advise and this Honourable Court may permit.

September __, 20__

Happy Law LLP
Barrister & Solicitors
17 Pinetree Avenue
Winnipeg, MB R4T 6T6
Danny Bonaducci (204-555-1212)
Counsel for the plaintiff

Note to Readers: You will need a statement of claim to commence this action.

b) Affidavit in Support (Form 4D)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

BANK OF XANADU,

plaintiff,

- and -

HOPELESSLY DEVOTED LTD. and OLIVIA PALM,

defendants.

AFFIDAVIT OF SANDRA DEE

I, SANDRA DEE, of the of Winnipeg, in the Province of Manitoba, Senior Vice-President

MAKE OATH AND SAY THAT:

1. I am a Senior Vice-President with Rizzo & Company ("Rizzo"), the Receiver and Manager of the defendant, Hopelessly Devoted Ltd., and as such have personal knowledge of the facts and matters hereinafter deposed to by me, save and except where same are stated to be based upon information and belief, in which case I verily believe them to be true.

2. The defendant Olivia Palm ("Palm") resides at, and is a joint title holder in, the property located at 165 Lightning Place and legally described as:

Lot 1 Block 1 Plan 11111 WLTO in RL 1 to 5 Parish of St. Charles
(the "Property")

Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of a computer search showing Palm as a joint titleholder of the Property.

3. I have previously sworn two affidavits in this cause; August 30, 20__ and September 1, 20__, respectively. These affidavits, as well as the affidavit sworn by Andrew MacDonald ("the MacDonald Affidavit") and filed in this cause, set out the basis for the cause of action by the Bank of Xanadu (the "Bank"). The action arose as a result of Palm's failure to meet her obligation to repay certain of the amounts to the Bank, more particularly described in paragraph 22 of the MacDonald Affidavit.

4. As of September 6, 20__, I am advised by Andrew MacDonald and do verily believe that Palm is indebted to the Bank in the amount of \$2,484,267.00. I am not aware of any amount claimed by Palm as a credit, set-off or counter-claim.

5. The affidavit evidence previously filed by me in this cause refers to the various steps taken by Palm, which demonstrate her clear intention to leave Manitoba and establish a business in Chicago, Illinois. In particular:

(a) Exhibit "JJ" to my affidavit sworn August 30, 20__ indicates that the Palm family wishes to establish a new company in the U.S. which will allow the owners of the company "to leave all assets made in the U.S., in the U.S. either in the company or in the personal wealth accumulation";

(b) Exhibit "MM" to my affidavit sworn August 30, 20__ indicates that on August 21, 20__ Palm's husband, Robert Palm, wrote to Felix Companies, Inc., a U.S. shipper, advising that the U.S. operation of the defendant, OU812 International ("OU812"), would be in operation soon;

(c) OU812 is owned by Palm and her husband, as demonstrated by Exhibit "KK" to my affidavit sworn August 30, 20__; and

(d) Exhibit "NN" to my affidavit sworn August 30, 20__ indicates that on August 21, 20__, OU812 forwarded a copy of the Canadian passport for Palm and advised that Robert Palm's Passport would be forwarded on August 26, 20__.

6. One of the documents that has come into Rizzo's possession as Receiver of the corporate defendant on or about August 30, 20__ is a fax cover sheet from OU812, showing a business address in Schaumburg, Illinois. The fax cover sheet is attached hereto as Exhibit "B" to this my affidavit.

7. Palm along with her husband, Robert Palm, have listed the Property for sale on the multiple listing service of the Winnipeg Real Estate Board. Attached hereto and marked as Exhibit "C" to this my affidavit is a copy of an excerpt from the multiple listing service dated September 5, 20__. The listing states, among other things:

"PLEASE PRESENT ALL OFFERS - VENDOR MUST SELL"

8. On September 5, 20__, I was advised by Johnathan Travolta, Q.C., counsel for Palm, and do verily believe that Palm and her husband were in Chicago, Illinois on that day.

9. As set out in paragraph 65 of the MacDonaldffidavit, the Bank is prepared to undertake to abide by any order as to damages that may be granted by this Honourable Court in respect of this matter.

10. I make this affidavit bona fide and in support of the notice of motion herein.

SWORN before me in the City
of Winnipeg, in the Province
of Manitoba, on September 6, 20__.

)
)
)
)
)

A Notary Public in and for the
Province of Manitoba

SANDRA DEE

c) Attaching Order (Form 46A)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE

ASSOCIATE JUDGE _____)
)
) Monday, the 23rd day of April, 20__
)

BETWEEN:

BANK OF XANADU,

plaintiff,

- and -

HOPELESSLY DEVOTED LTD. and OLIVIA PALM,

defendants.

ATTACHING ORDER

THIS MOTION made by the plaintiff, made without notice, was heard this day, at the Law Courts, 408 York Avenue, in Winnipeg, Manitoba.

ON READING the statement of claim, the affidavit of Andrew MacDonald, sworn August 30, 20__, the affidavits of Sandra Dee, sworn August 30, 20__, September 1, 20__ and September 6, 20__, respectively, and on hearing the submission of counsel for the plaintiff:

1. THIS COURT ORDERS the Sheriff of the Winnipeg Judicial Centre, upon ascertaining that any security required by this order has been given, to forthwith attach, seize, receive, hold and dispose of, as provided by King's Bench Rule 46, all personal property in which the defendant, Olivia Palm ("Palm"), has an interest whether in the possession of the defendant or any other person and not exempt by law from seizure, to secure in whole or in part the amount of \$_____ claimed by the plaintiff in this proceeding.

2. THIS COURT ORDERS the attachment of the real property in which Palm has an interest, described as follows:

Lot 1 Block 1 Plan 11111 WLTO in RL 1 to 5 Parish of St. Charles (the "Property")

3. THIS COURT ORDERS that the plaintiff post \$1000.00 as security for costs.

September 12, 20__

Associate Judge Needles

5. Prejudgment Garnishment

a) Statement of Claim (Form 14A)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the King's Bench Rules, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it in this Court Office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$750.00 for costs and have the costs assessed by the court.

Date: October 1, 20__

Issued by _____
Deputy Registrar
100c - 408 York Avenue
Winnipeg MB R3C 0P9

TO: ALLISON WONDERLAND
Box 666
St. Elsewhere MB R0G 1Z0

CLAIM

1. The plaintiff claims:
 - (a) judgment in the amount of \$10,489.27;
 - (b) interest on the said judgment at the rate of 26.8% per annum from September 30, 20__ to date of payment in full;(c) costs; and
 - (d) such further and other relief as to this Honourable Court may seem just.
2. The plaintiff is a corporation duly incorporated pursuant to the laws of the Province of Manitoba, with its registered office in the Town of Neversville.
3. The defendant is a farmer who resides in the town of St. Elsewhere, in the Province of Manitoba.
4. At all material times, the plaintiff was engaged in the business of supplying agricultural services and products.
5. Between May 29, 20__ and July 31, 20__, the plaintiff, at the request of the defendant, supplied various agricultural products to the defendant, for which the defendant agreed to pay and for which the plaintiff issued certain invoices (the "Agreement").
6. The particulars of the invoices sent are as follows:

Invoice No.	Date	Item	Quantity	Price Per Unit	TOTAL
011111	May 29, 20__	Round Up 10L	5 jugs	\$89.00	\$445.00
011112	May 31, 20__	Round Up 10L	3 jugs	\$89.00	\$267.00
011113	June 19, 20__	Round Up 10L	15 jugs	\$89.00	\$1,335.00
		Round Up 10L	3 jugs	\$89.00	\$267.00
		Round Up 10L	3 jugs	\$89.00	\$267.00
		46-0-0 Fertilizer	8 tons	\$382.00	\$3,056.00
		Spreader Rental	3	\$6.00	\$18.00
		Sales Tax			\$1.26
					\$5,656.26
011114	June 26, 20__	46-0-0 Fertilizer	4.52 tons	\$382.20	\$1,727.54
		11-52-0-2 Fertilizer	2.83 ton	\$441.00	\$1,248.03
		0-0-61 Fertilizer	1.916 tons	\$160.72	\$307.94
		Spreader Rental	4.8	\$6.00	\$28.80
		Sales Tax			\$2.02
					\$3,314.33
011115	July 19, 20__	Atrazine 480 10L	6 jugs	\$51.75	\$310.50
		Corn Oil Concentrate 20L	4 pails	\$55.86	\$223.44
					\$533.94
011116	July 30, 20__	Atrazine 480 10L	4 jugs	\$51.75	\$207.00
		Corn Oil Concentrate 20L	6 pails	\$55.86	\$335.16
					\$542.16

7. It was an express term and condition of the Agreement that the total invoice amount was due and payable on the last day of the month following the date of each said invoice.
8. It was a further express term of the Agreement that service charges of 2%, per month, or 26.8%, per annum, would be charged on overdue invoices.
9. As of July 31, 20__, there was due and owing by the defendant pursuant to the invoices referred to in paragraph 5 herein, the sum of \$10,046.69. Interest at the rate of 2% per month, compounded monthly, has been charged from that date forward.
10. As of September 30, 20__, the total amount due and owing by the defendant to the plaintiff was the sum of \$10,489.27.
11. The plaintiff has demanded payment from the defendant, but the defendant has refused or neglected and continues to refuse or neglect to make any payment towards this outstanding indebtedness.
12. In the circumstances, the plaintiff is entitled to the relief sought.

October 1, 20__

LOCKER DAVIES LLP
Barristers & Solicitors
16 Ocean Avenue
Winnipeg MB R3R 3R3
Tony Tiger 204-555-1234

b) Notice of Motion (Without Notice) (Form 37A)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

**NOTICE OF MOTION
(Without Notice)**

THE plaintiff will make a motion, without notice, before the presiding Associate Judge on Wednesday, October 3, 20__, at 9:30 a.m., or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

1. an order for garnishment before judgment; and
2. such further and other relief as this Honourable Court shall deem just.

THE GROUNDS FOR THE MOTION ARE:

1. King's Bench Rule 46;
2. *The King's Bench Act*, s. 61; and
3. such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the Affidavit of Matt Hatter, sworn September 28, 20__; and
2. such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

October 1, 20__

LOCKER DAVIES LLP
Barristers & Solicitors
16 Ocean Avenue
Winnipeg MB R3R 3R3
Tony Tiger 204- 555-1234

c) Affidavit in Support (Form 4D)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

AFFIDAVIT OF MATT HATTER

I, MATT HATTER, of the Town of Neversville, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the owner and president of the plaintiff herein, and as such have personal knowledge of the facts and matters hereinafter deposed to by me, save and except where same are stated to be based upon information and belief, in which case I verily believe them to be true.
2. Between May 29, 20__ and July 31, 20__, the plaintiff, at the request of the defendant, supplied various agricultural products to the defendant, for which the defendant agreed to pay and for which the plaintiff issued certain invoices (the "Agreement").
3. The particulars of the invoices issued are as follows:

Invoice No.	Date	Item	Quantity	Price Per Unit	TOTAL
011111	May 29, 20__	Round Up 10L	5 jugs	\$89.00	\$445.00
011112	May 31, 20__	Round Up 10L	3 jugs	\$89.00	\$267.00
011113	June 19, 20__	Round Up 10L	15 jugs	\$89.00	\$1,335.00
		Round Up 10L	3 jugs	\$89.00	\$267.00
		Round Up 10L	3 jugs	\$89.00	\$267.00
		46-0-0 Fertilizer	8 tons	\$382.00	\$3,056.00
		Spreader Rental	3	\$6.00	\$18.00
		Sales Tax			\$1.26
					\$5,656.26
011114	June 26, 20__	46-0-0 Fertilizer	4.52 tons	\$382.20	\$1,727.54
		11-52-0-2 Fertilizer	2.83 ton	\$441.00	\$1,248.03
		0-0-61 Fertilizer	1.916 tons	\$160.72	\$307.94
		Spreader Rental	4.8	\$6.00	\$28.80
		Sales Tax			\$2.02
					\$3,314.33
011115	July 19, 20__	Atrazine 480 10L	6 jugs	\$51.75	\$310.50
		Corn Oil Concentrate 20L	4 pails	\$55.86	\$223.44
					\$533.94
011116	July 30, 20__	Atrazine 480 10L	4 jugs	\$51.75	\$207.00
		Corn Oil Concentrate 20L	6 pails	\$55.86	\$335.16
					\$542.16

Attached hereto and marked, respectively, as Exhibits "A", "B", "C", "D", "E", and "F," are copies of invoices numbered 011111, 011112, 011113, 011114, 011115 and 011116, all of which were forwarded to the defendant.

4. It was a term and condition of the Agreement that each invoice was due and payable on the last day of the month following the month in which the invoice was dated.

5. It was a further term and condition of the Agreement that interest of 2%, per month, or 26.8%, per annum, would be charged on any overdue invoice.

6. Interest in the sum of \$442.58 has accrued on the principal amount of \$10,046.69.

7. The plaintiff has demanded that the defendant pay the outstanding amount of \$10,489.27, but the defendant has refused or neglected and continues to refuse or neglect to pay the said sum, or any portion thereof.

8. I know of no credits, set-offs, or counterclaims owed by the plaintiff to the defendant.

9. I am aware that the defendant, Allison Wonderland is a dairy farmer and as such sells dairy products on a regular basis to the Jaberwocky Producers. In the circumstances, I do verily believe that the Jaberwocky Producers, located at 36-113th Avenue, P.O. Box 909, Station Main, Winnipeg, Manitoba, R3C 2K3, is or will become indebted to the defendant.

10. I make this affidavit bona fide and in support of the plaintiff's request that a notice of garnishment (before judgment) be issued.

SWORN before me in the City of)
Winnipeg, in the Province of)
Manitoba, on September 28, 20__.

A Notary Public in and for
the Province of Manitoba

MATT HATTER

d) Order for Garnishment (Before Judgment) (Form 46D)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

ASSOCIATE JUDGE _____) Wednesday, the 3rd day of October, 20__

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

ORDER FOR GARNISHMENT (BEFORE JUDGMENT)

THIS MOTION, made by the plaintiff, without notice, for an order for garnishment before judgment was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the pleadings herein, the affidavit of Matt Hatter, sworn September 28, 20__, and on hearing the submission of counsel for the plaintiff,

1. THIS COURT ORDERS that a notice of garnishment before judgment be issued in the amount of \$10,489.27 to:

Jaberwocky Producers
36-113th Avenue
P.O. Box 909, Station Main
Winnipeg, Manitoba
R3C 2K3

2. THIS COURT ORDERS that the plaintiff post the sum of \$500.00 with the Court as security prior to issuance of the notice of garnishment (before judgment).

October 3, 20__

ASSOCIATE JUDGE _____

e) Notice of Garnishment (Before Judgment) (Form 46E)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant,

- and -

JABERWOCKY PRODUCERS,

garnishee.

NOTICE OF GARNISHMENT (BEFORE JUDGMENT)

TO: JABERWOCKY PRODUCERS
36-113th Avenue
P.O. Box 909, Station Main
Winnipeg MB R3C 2K3

A LEGAL PROCEEDING has been commenced in this court between the plaintiff and the defendant in which the plaintiff claims a sum of money from the defendant. The plaintiff claims that you owe a debt to the defendant. The plaintiff has had this notice of garnishment directed to you as garnishee in order to seize that debt.

1. YOU ARE REQUIRED TO PAY to the Court of King's Bench Winnipeg Centre at the following address:

100C - 408 York Avenue
Winnipeg, Manitoba
R3C 0P9

within seven days after this notice is served on you, all debts due and payable, at the time of service, from you to the defendant, other than wages, but the total amount you are required to pay is not to exceed \$10,489.27.

2. IF YOU DO NOT PAY THE REQUIRED AMOUNT within the seven day period prescribed above, YOU ARE REQUIRED, within that time to file with the court the garnishee's statement.

CHEQUES sent to the court must be payable to the MINISTER OF FINANCE.

IF YOU FAIL TO OBEY THIS NOTICE, THE COURT MAY MAKE AND ENFORCE AN ORDER AGAINST YOU for payment of the amount set out above and the costs of the plaintiff.

IF YOU MAKE PAYMENT TO ANY PERSON OTHER THAN AS REQUIRED BY THIS NOTICE, YOU MAY BE REQUIRED TO PAY AGAIN.

TO THE PLAINTIFF, THE DEFENDANT AND THE GARNISHEE

Any party may make a motion to the court to determine any matter in relation to this notice of garnishment.

October 3, 20__

Issued pursuant to order made October 3, 20__

Registrar
Main Floor - 408 York Avenue
Winnipeg, MB
R3C 0P9

Cheshire Cats Inc.
Box 333
Neversville, MB
R0A 1E0
Telephone: (204) 783-2942

Allison Wonderland
Box 666
St. Elsewhere, MB
R0G 1Z0

f) Garnishee's Statement (Form 46F)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

CHESHIRE CATS INC.,

creditor,

- and -

ALLISON WONDERLAND,

debtor,

- and -

JABERWOCKY PRODUCERS,

garnishee.

GARNISHEE'S STATEMENT

This statement need not be completed if the garnishee has paid into court the full amount required by this notice of garnishment.

Circle the number and complete the appropriate paragraphs:

1. I do not owe any debt due or payable to the defendant.
2. I acknowledge that I owe or will owe the defendant the sum of \$_____, payable on

(state nature and terms of debt).

3. I have been served with another notice of garnishment against the defendant, the details of which are as follows:

Name of plaintiff: _____

Name of court and judicial centre: _____

Date of notice: _____

Date of service: _____

4. I reside outside Manitoba and object on the ground that service outside Manitoba was improper on the following grounds:

(give particulars of your objections).

October , 20__

Signature of or for garnishee:

Name of garnishee: _____

Address: _____

Telephone number: _____

Note: The heading on this form is to be completed by the plaintiff and the form is to be attached to each notice of garnishment before the notice of garnishment is issued.

6. Order for Examination in Aid of Execution (Form 34A.1)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

ORDER FOR EXAMINATION IN AID OF EXECUTION

TO: Jason Achilles
600 Liad Avenue
Winnipeg, Manitoba
R3P 0J7

YOU ARE ORDERED TO ATTEND FOR AN EXAMINATION IN AID OF EXECUTION against you on Wednesday, May 16, 20__ , at 9:00 a.m., at the offices of Harrow Law LLP, 67 First Avenue, Winnipeg, Manitoba, Ann Jaye, 204-955-5555.

YOU ARE ORDERED TO BRING WITH YOU and produce at the examination the following documents and things:

1. the reason for non-payment of the Judgment attached hereto as Schedule "A" (hereinafter referred to as the "Judgment");
2. your personal income tax returns and bank statements for the past three years;
3. a list of the debts owed to you personally;

4. a list of the debts owed by you personally;
5. documentation relating to the disposal you have made of any property either before or after the issuance of the Judgment;
6. your present, past and future means to satisfy the Judgment;
7. whether you intend to obey the Judgment or have any reason for not doing so; and
8. any other matter pertinent to the enforcement of the Judgment.

IF YOU FAIL TO ATTEND OR REMAIN UNTIL THE END OF THIS EXAMINATION YOU MAY BE FOUND IN CONTEMPT OF COURT.

Date: April 12, 20__

Issued by: _____
Deputy Registrar
408 York Avenue
Winnipeg, Manitoba
R3C 0P9

This order was issued at the request of, and inquiries may be directed to:

Harrow Law LLP
Barristers and Solicitors
67 First Avenue
Winnipeg, Manitoba R4E 6Y7
Attention: Ann Jaye
Phone: 204-955-5555
Solicitors for the plaintiff

a) Requisition (Form 4E)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

REQUISITION

TO: THE DEPUTY REGISTRAR,

I require you to:

- ☐ 1. Note default against _____
in default of _____
- ☐ 2. Transfer file to _____
by reason of _____
- ☐ 3. Other _____

I require you to issue:

- ☐ 1. Certificate of Judgment _____
- ☐ 2. Writ of (Seizure and Sale, Possession, Delivery) _____
- ☐ 3. Subpoena _____
- ☐ 4. To amend _____
- ☐ 5. To adjourn _____
- ☒ 6. Other order for examination in aid of execution _____

Default noted

April 12, 20__

Harrow Law LLP
Barristers and Solicitors
67 First Avenue
Winnipeg, MB R4E 6Y7
Per: Ann Jaye
Phone No.: 204-955-5555

Per: _____

b) Affidavit in Support (Form 4D)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

AFFIDAVIT OF SCOTT MOORE

I, SCOTT MOORE, of the City of Winnipeg, in the Province of Manitoba, Barrister and Solicitor,

MAKE OATH AND SAY THAT:

1. I am a lawyer with the firm Harrow Law LLP, counsel for the plaintiff, The Bank of Troy, and as such have personal knowledge of the matters and facts hereinafter deposed to by me, except where same are stated to be based upon information and belief.
2. No examination in aid of execution of the defendant, Jason Achilles, has been held in the twelve-month period before the date of the requisition for an order for examination in aid of execution, said date being April 12, 20__.
3. I make this Affidavit in good faith.

SWORN before me at the City of)
Winnipeg, in the Province of)
Manitoba, this 12th day of)
April, 20__)

SCOTT MOORE

A Notary Public in and for
the Province of Manitoba

7. Contempt Proceedings

a) Notice of Motion (Form 37A)

File No. CI-

THE KING'S BENCH
Winnipeg Centre
(Expedited Action - Rule 20A)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

NOTICE OF MOTION

The plaintiff will make a motion before the presiding judge on Wednesday, the 13th day of June, 20__, at 10:00 a.m. or as soon after that time as the motion can be heard, at the Law Courts Complex, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

- (a) an order that the defendant, Jason Achilles, be found in contempt of the order for examination in aid of execution issued April 12, 20__.
- (b) an order that Jason Achilles be imprisoned until such time as he submits himself to his examination as a judgment debtor;
- (c) an order that a warrant of arrest be issued for Jason Achilles;
- (d) costs on a solicitor and own client basis; and
- (e) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) Jason Achilles failed to attend an examination in aid of execution scheduled for May 16, 20__, at 9:00 a.m.; and
- (b) King's Bench Rule 60.10.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) the affidavit of Helen Roy, sworn the 1st day of June, 20__; and
- (b) such further and other documentary evidence which counsel may produce and this Honourable Court may permit.

Date: June 4, 20__

Harrow Law LLP
Barristers and Solicitors
67 First Avenue
Winnipeg, Manitoba
R4E 6Y7
Attention: Ann Jaye
Phone: 204-955-5555
Solicitors for the plaintiff

TO: Jason Achilles
600 Liad Avenue
Winnipeg, Manitoba
R3P 0J7

b) Affidavit in Support (Form 4D)

File No. CI-

THE KING'S BENCH
Winnipeg Centre
(Expedited Action - Rule 20A)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

AFFIDAVIT OF HELEN ROY

I, Helen Roy, of the City of Winnipeg, in the Province of Manitoba, lawyer,

MAKE OATH AND SAY THAT:

1. I am an associate with the law firm of Harrow Law, counsel for the plaintiff, and as such have personal knowledge of the facts and matters hereinafter deposed to by me except where such knowledge is expressly stated to be based upon information and belief, in which case I am so informed and do verily believe such knowledge to be true.
2. An order for examination in aid of execution compelling Jason Achilles to attend and submit himself to his examination as a judgment debtor at the offices of Harrow Law, was issued on April 12, 20__.
3. The order set May 16, 20__ at 9:00 a.m. as the date and time of examination.
4. Jason Achilles was personally served with the said order on May 1, 20__. Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of the Affidavit of Service of Craig Stone, sworn May 1, 20__.
5. Jason Achilles failed to attend at the offices of Harrow Law on May 16, 20__, to be examined as a judgment debtor. Attached hereto and marked as Exhibit "B" to this my affidavit is a Certificate of Non-Attendance prepared by Karen Barnsley, Official Examiner, dated May 16, 20__.

6. I make this affidavit in good faith.

SWORN before me at the City of)
Winnipeg, in the Province of)
Manitoba this 1st day of June, 20__.)
)
)
)

HELEN ROY

A Commissioner for Oaths
in and for the Province of Manitoba
My Commission Expires:_____

c) Order (Form 59A)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action - Rule 20A)

THE HONOURABLE)
MR. JUSTICE) Wednesday, the 13th day of June, 20__
_____)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

ORDER

THIS MOTION made by the plaintiff, The Bank of Troy, for an order that the defendant, Jason Achilles, be found in contempt of the order for examination in aid of execution dated April 12, 20__ was heard this day at the Law Courts Complex, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Helen Roy, sworn June 1, 20__, and upon hearing the submission of counsel for the plaintiff, no one appearing on behalf of the defendant, although duly served as evidenced by the affidavit of service of George Smith, sworn June 9, 20__:

1. THIS COURT ORDERS THAT the defendant, Jason Achilles, be found in contempt of the order for examination in aid of execution issued April 12, 20__.
2. THIS COURT ORDERS THAT a warrant of committal be issued for Jason Achilles.
3. THIS COURT ORDERS THAT the defendant pay the plaintiff costs of this motion, which are hereby set at \$500.00.

DATED the 13th day of June, 20__.

J.

d) Warrant of Committal (Form 60J)

File No. CI-

THE KING'S BENCH
Winnipeg Centre
(Expedited Action - Rule 20A)

THE HONOURABLE
MR. JUSTICE

)
) Wednesday, the 13th day of June, 20__
)

(Court seal)

BETWEEN:

THE BANK OF TROY,

plaintiff,

- and -

JASON ACHILLES,

defendant.

WARRANT OF COMMITTAL

TO ALL SHERIFFS and other peace officers in Manitoba
AND TO THE OFFICERS OF HADES CORRECTIONAL INSTITUTION

WHEREAS I have found that Jason Achilles is in contempt of this Court and have ordered imprisonment as punishment for the contempt.

YOU ARE ORDERED to take Jason Achilles to the Hades Correctional Institute, and admit and detain him there until June 16, 20__.

(Date)

J.

8. Notice of Garnishment

a) Statement of Claim (Form 14A)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action – Rule 20A)

BETWEEN:

DONNA DRESS,

plaintiff,

- and -

MARTHA WASH DESIGNS, INC.,

defendant.

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in form 18A prescribed by the King's Bench Rules, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it in this court office, WITHIN TWENTY DAYS after the statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by

the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$750.00 for costs and have the costs assessed by the court.

April 20, 20__

Issued by _____
Deputy Registrar
100c - 408 York Avenue
Winnipeg MB R3C 0P9

TO: MARTHA WASH DESIGNS, INC.
2 - 2670 Osborne Street
Winnipeg, Manitoba
R3X 2P6

CLAIM

1. The plaintiff claims:
 - (a) judgment in the sum of \$23,755.60;
 - (b) costs; and
 - (c) such further and other relief as this Honourable Court deems just.
2. The plaintiff resides in the City of Winnipeg, in the Province of Manitoba.
3. The defendant is a corporation incorporated pursuant to the laws of the Province of Manitoba and carries on the business of interior design in Winnipeg, Manitoba.
4. In or about February, 20__, the plaintiff and defendant entered into an agreement pursuant to which the defendant was to provide certain interior decorating services in exchange for payment by the plaintiff.
5. Due to the defendant's failure to provide reasonably adequate services to the plaintiff, a dispute arose between the plaintiff and the defendant which dispute was resolved by a settlement agreement entered into between the plaintiff and defendant on or about March 1, 20__ (the "Settlement Agreement").
6. It was a term of the Settlement Agreement that the defendant would pay the plaintiff:
 - (a) \$11,676.24 on or before March 15, 20__; and
 - (b) \$12,079.36 on or before April 15, 20__.

7. It was a further term of the Settlement Agreement that, in the event the defendant did not remit either of the payments as outlined in paragraph 6 herein, the plaintiff would be entitled to enter Judgment against the defendant, pursuant to a consent to judgment executed by the defendant on March 8, 20__.

8. In breach of the Settlement Agreement, the defendant failed to remit payment of the sum of \$12,079.36 on or before April 15, 20__.

9. The plaintiff has demanded payment from the defendant, but the defendant has refused to remit same.

10. The plaintiff therefore claims as set out in paragraph 1 herein.

April 20, 20__

Lennox Law LLP
Barristers & Solicitors
123 Main Avenue
Winnipeg, Manitoba
R3W 4R5
Attention: Margaret West

b) Consent to Judgment

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action – Rule 20A)

BETWEEN:

DONNA DRESS,

plaintiff,

- and -

MARTHA WASH DESIGNS, INC.,

defendant.

CONSENT TO JUDGMENT

The defendant, Martha Wash Designs, Inc., by its counsel, Jenkins Jones LLP, Barristers and Solicitors, hereby consents to judgment being entered in favour of the plaintiff, Donna Dress, in the sum of \$23,755.60, plus costs and disbursements in the sum of \$1,245.00.

March 8, 20__

JENKINS JONES LLP
Barristers & Solicitors

Per: _____
Ann Jaye
Counsel for the defendant

c) Requisition (Form 4E)

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action – Rule 20A)

BETWEEN:

DONNA DRESS,

plaintiff,

- and -

MARTHA WASH DESIGNS, INC.,

defendant.

REQUISITION

TO: THE DEPUTY REGISTRAR,

I require you to:

- ☐ 1. Note default against _____
in default of _____
- ☐ 2. Transfer file to _____
by reason of _____
- ☐ 3. Other _____

I require you to issue:

- ☐ 1. Certificate of Judgment _____
- ☐ 2. Writ of (Seizure and Sale, Possession, Delivery) _____
- ☐ 3. Subpoena _____
- ☐ 4. To amend _____
- ☐ 5. To Adjourn _____
- ☒ 6. Other Judgment _____

Default Noted

Date: April 20, 20__

Lennox Law LLP
Barristers & Solicitors
123 Main Avenue
Winnipeg, Manitoba
R3W 4R5
Attention: Margaret West

d) Judgment (Form 59B)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action – Rule 20A)

ASSOCIATE JUDGE _____)
) Monday, the 23rd day of April, 20__
)

BETWEEN:

DONNA DRESS,

plaintiff,

- and -

MARTHA WASH DESIGNS, INC.,

defendant.

JUDGMENT

On reading the statement of claim in this action and the consent to judgment,

1. THIS COURT ORDERS AND ADJUDGES that the defendant, Martha Wash Designs, Inc., pay to the plaintiff, Donna Dress, the sum of \$23,755.60 and the sum of \$1,245.00 for the costs of this action.
2. THIS JUDGMENT BEARS INTEREST at the rate of 1.5 per cent, per annum, from its date.

April 23, 20__

ASSOCIATE JUDGE

e) Notice of Garnishment and Garnishee Statement (Form 60E)

File No. CI-

THE KING'S BENCH
Winnipeg Centre
(Expedited Action - Rule 20A)

BETWEEN:

DONNA DRESS,

creditor,

- and -

MARTHA WASH DESIGNS, INC.,

debtor,

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
GRANT PARK PLAZA BRANCH,

garnishee.

**NOTICE OF GARNISHMENT
by general creditor
(Section 4 of *The Garnishment Act*)**

TO: Canadian Imperial Bank of Commerce
Grant Park Plaza Branch
17 - 1120 Grant Avenue
Winnipeg, Manitoba R3N 2S8

A LEGAL PROCEEDING in this court between the creditor and the debtor has resulted in an order that the debtor pay a sum of money to the creditor. The creditor claims that you owe or will owe a debt to the debtor. The creditor has had this notice of garnishment directed to you as garnishee in order to seize certain debts that you owe or will owe to the debtor.

1. YOU ARE REQUIRED TO PAY to the Court of King's Bench, Winnipeg Centre, at the following address:

100C - 408 York Avenue
Winnipeg, Manitoba R3C 0P9

- (a) WITHIN SEVEN DAYS after this notice is served on you, all debts due at the time of service, from you to the debtor, other than wages;

(b) WITHIN SEVEN DAYS after they become payable, all debts that are accruing due as of the date of service of this notice on you; and

(c) WITHIN SEVEN DAYS after they become payable, all wages that become due or payable by you to the debtor within one year after this notice takes effect. Under subsection 4(2) of *The Garnishment Act*, the garnishment of wages takes effect on the first Monday following the day it is served;

subject to the exemptions provided by *The Garnishment Act*. The maximum amount you are required to pay is not to exceed \$13,372.43.

CHEQUES MUST BE MADE PAYABLE TO THE MINISTER OF FINANCE

A NOTICE OF GARNISHMENT TO ENFORCE MAINTENANCE PAYMENTS, A RESTITUTION ORDER, A FORFEITED RECOGNIZANCE ORDER OR AN ORDER IMPOSING A FINE TAKES PRIORITY OVER THIS NOTICE OF GARNISHMENT.

2. IF YOU DO NOT PAY within seven days after service of this notice on you, or if you pay an amount that is less than the maximum amount, you are required within that time to file with the court the garnishee's statement attached to this notice.
3. THIS NOTICE OF GARNISHMENT REMAINS IN EFFECT, with respect to garnishment of wages, until the earliest of the following occurs:
 - (a) the garnishee pays the amount shown into court;
 - (b) this notice is discontinued or revoked by the court;
 - (c) the debtor ceases to be employed by the garnishee;
 - (d) one year passes from the date this notice takes effect.

IF YOU FAIL TO OBEY THIS NOTICE, THE COURT MAY MAKE AND ENFORCE AN ORDER AGAINST YOU for payment of the amount set out above and the costs of the creditor.

IF YOU MAKE PAYMENT TO ANY PERSON OTHER THAN AS REQUIRED BY THIS NOTICE, YOU MAY BE LIABLE TO PAY AGAIN.

IF THIS NOTICE OF GARNISHMENT BINDS WAGES AND THE DEBTOR CEASES TO BE EMPLOYED BY YOU, YOU MUST ADVISE THE COURT AND THE CREDITOR IN WRITING.

(Date)

Issued by _____
Registrar

Address of court office:
100C - 408 York Avenue
Winnipeg, Manitoba R3C 0P9

creditor's address:
c/o Lennox Law LLP
123 Main Avenue
Winnipeg, Manitoba R3W 4R5
telephone number: 204-955-5555

debtor's FULL NAME and address:
Martha Wash Designs Inc.
2 - 2670 Osborne Street
Winnipeg, Manitoba R3X 2P6

* * * * *

TO THE CREDITOR, THE DEBTOR AND THE GARNISHEE:

Any party may make a motion to the court to determine any matter in relation to this notice of garnishment.

THE KING'S BENCH
Winnipeg Centre
(Expedited Action - Rule 20A)

BETWEEN:

DONNA DRESS,

creditor,

- and -

MARTHA WASH DESIGNS, INC.,

debtor,

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
GRANT PARK PLAZA BRANCH,

garnishee.

IF YOU DO NOT PAY THE AMOUNT REQUIRED BY THE ATTACHED NOTICE OF GARNISHMENT
WITHIN THE 7 DAY PERIOD, YOU MUST COMPLETE AND FILE THIS STATEMENT IN THE COURT.

This statement need not be completed if the garnishee pays the full amount required by the
notice of garnishment within the prescribed time.

GARNISHEE'S STATEMENT

Circle the number and complete the appropriate paragraphs.

1. I do not owe any debt due or payable to the debtor.
2. (a) I acknowledge that I owe or will owe the debtor the sum of \$_____ payable on _____

(describe nature of debt and terms of payment)
- (b) I owe the sum of \$_____ and am concurrently paying this sum into Court.

(For use when the garnishee pays into court less than the maximum amount set out in the
Notice of Garnishment.)

3. I am not the debtor's employer.

4. I acknowledge that I am the debtor's employer and that the debtor is paid wages as follows:

\$ _____	\$ _____	_____	_____
(gross amount of pay before deductions)	(net amount of pay after deductions)	(date of next pay day)	(pay period)

5. I have been served with another Notice of Garnishment against the debtor, the details of which are as follows:

\$ _____	\$ _____	_____	_____
(name of creditor)	(name of court and Judicial centre)	(date of notice)	(date of service on garnishee)

6. I reside outside Manitoba and object on the ground that service outside Manitoba was improper on the following grounds:

(give particulars of your objections)

Date _____

Signature of or for garnishee:

Name of garnishee _____

Address _____

Telephone number _____

f) Affidavit for Garnishment (After Judgment) (Part of Form 60E)

File No. CI-

THE KING'S BENCH
WINNIPEG CENTRE
(Expedited Action – Rule 20A)

BETWEEN:

DONNA DRESS,

plaintiff/creditor,

- and -

MARTHA WASH DESIGNS, INC.,

defendant/debtor,

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
GRANT PARK PLAZA BRANCH,

garnishee.

AFFIDAVIT OF DONNA DRESS

I, DONNA DRESS, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the plaintiff/creditor and as such have personal knowledge of the facts and matters herein deposed to by me, save and except where same are expressly stated to be based upon information and belief, in which case I verily believe them to be true.
2. A judgment was pronounced on the 23rd day of April, 20__, whereby the above noted debtor, Martha Wash Designs, Inc. ("Wash"), was ordered to pay me the sum of \$23,755.60 plus the sum of \$1,245.00 for the costs of the action resulting in a judgment amount of \$25,000.60.
3. In early March, 20__, a settlement was achieved between Wash and me, whereby Wash agreed to pay me \$11,676.24 on March 15, 20__, and \$12,079.36 on April 15, 20__. I held an executed consent to judgment in trust and if either payment was not made by Wash, I was entitled to enter judgment.

4. Wash paid the first installment of \$11,676.24 through its counsel, Jenkins Jones LLP, pursuant to the above settlement.

5. Wash did not pay the second installment of the above settlement due on April 15, 20__ and no further payment was received. Pursuant to the settlement, I filed the consent to judgment on April 20, 20__, at which time judgment was entered.

6. The second installment of \$12,079.36 and the \$1,245.00 costs of the original action are still wholly unsatisfied.

7. As of this date, the sum of \$13,324.36 remains payable, plus \$100.00 garnishment costs. Interest on the sum \$13,324.36 has accrued at the rate of 1.5% per annum from April 23, 20__ to today's date in the sum of \$48.07. The total amount payable is, accordingly, \$13,472.43.

8. I am informed by Martha Wash and do verily believe that "MARTHA WASH DESIGNS INC.," maintains a bank account with the Canadian Imperial Bank of Commerce, Grant Park Plaza Branch, which is located at 17 – 1120 Grant Avenue, in the City of Winnipeg, in the Province of Manitoba.

9. I therefore believe that a debt in the nature of bank account funds is, or will become payable from the Canadian Imperial Bank of Commerce to Wash.

SWORN before me in the City)
of Winnipeg, in the Province of)
Manitoba, on this 20th day of)
July, 20__.)
)
)

DONNA DRESS

A Notary Public in and for
the Province of Manitoba.

g) Memorandum to Garnishee (Part of Form 60E)

MEMORANDUM TO GARNISHEE

[form 100A]

(pursuant to section 12 of *The Garnishment Act*, effective May 1, 2002)

The Judgment Debtor resides at _____

and is employed by you at _____

in the capacity of _____

IF THE NOTICE OF GARNISHMENT IS ISSUED WITH RESPECT TO A FINE, A FORFEITED RECOGNIZANCE ORDER, A RESTITUTION ORDER, OR A CLAIM FOR BOARD OR ROOM, COMPLETE THE FOLLOWING:

This notice of Garnishment is issued with respect to:

- | | |
|---|---|
| ☐ a forfeited recognizance order | ☐ an order imposing a fine |
| ☐ a restitution order | ☐ a claim for board and room or both, where a judge has ordered no exemption |

Please refer to Sec. 14.5 on this memorandum.

The Garnishment Act provides:

4(1) Subject to this Act, service of a garnishment order on a garnishee binds

- (a) any debt due or accruing due at the time of service from the garnishee to the defendant or judgment debtor, other than wages; and
- (b) all wages that become due and payable from the garnishee to the judgment debtor within one year from the date the garnishment order takes effect.

4(2) For the purpose of garnishment of wages under clause (1)(b),

- (a) service of a garnishment order after 5 p.m., or at any time on a holiday, is deemed to have occurred on the next day that is not a holiday; and
- (b) a garnishment order takes effect on the first Monday following the day it is served.

4.1 For the purpose of garnishment of wages under clause 4(1)(b), a garnishment order remains in effect until the earliest of the following occurs:

- (a) the garnishee pays the amount shown in the garnishment order into court;
- (b) the garnishment order is discontinued under section 4.4 or revoked by the court;
- (c) the judgment debtor ceases to be employed by the garnishee and notice is provided by the garnishee in accordance with sec. 4.3;
- (d) one year passes from the date the garnishment order takes effect.

4.2(1) Notwithstanding any other Act or any regulation made under an Act, if wages are garnished under clause 4(1)(b) the garnishee shall, subject to subsections (2) and (3), remit any amount payable under the garnishment order to the court that issued the order, as long as the order remains in effect.

4.2(2) If garnishment orders of different priority under this Act are served on a garnishee attaching wages, the garnishee shall first comply with the payment request in the higher priority order, as long as that order remains in effect. If any wages can be garnished after the payment request in the higher priority order has been satisfied, the garnishee shall remit into court any amount payable under a lower priority garnishment order.

4.2(3) If garnishment orders of equal priority under this Act, other than garnishment orders to enforce maintenance orders as defined in section 13 are served on a garnishee attaching wages, the garnishee shall first comply with the payment request in the garnishment order that was served first as long as that order remains in effect. When it is satisfied, the garnishee shall remit into court any amount payable under the later garnishment order.

4.3 Where wages are garnished under clause 4(1)(b) and the judgment debtor ceases to be employed by the garnishee while the garnishment order is in effect, the garnishee shall give written notice to the court that issued the order and mail a copy of the notice to the garnishor.

4.4 A garnishor who serves a garnishment order may discontinue it by filing a notice of discontinuance in the court that issued the order. The garnishor shall

- (a) forthwith after filing the notice of discontinuance, serve a copy of it on the garnishee, who is from the time of service no longer required to comply with the garnishment order; and
- (b) deliver or mail a copy of the notice of discontinuance to the judgment debtor.

5 Except as in this Act otherwise provided, 70% of any wages bound under section 4 is exempt from seizure or attachment under a garnishing order issued out of any court; but in no case shall the amount of the exemption allowed under this section be less than

- (a) in the case of a person without dependants \$250., or such greater amount as may be prescribed by regulation, per month or pro rata for a shorter period; and
- (b) in the case of a person with one or more dependants \$350., or such greater amount as may be prescribed by regulation, per month or pro rata for a shorter period.

6 Where a debt is contracted for board or room or both and, in the opinion of a judge of the court in which the action is brought, the exemption under this Act is not necessary for the support and maintenance of the debtor, or of his family or dependants depending upon him for support, the debtor has no right of exemption of any part of his wages, and the judge may order that no exemption be allowed.

8(1) In this section, and in sections 9 and 10, "clerk" means

- (a) where the Court of King's Bench has jurisdiction in the matter
 - (i) if the garnishing proceedings in the matter were begun in The City of Winnipeg, the Registrar of that court, and
 - (ii) if the garnishment proceedings in the matter were begun in any other judicial centre, the deputy registrar of the court for the judicial centre in which the proceedings were begun; and
- (b) where the Provincial Court (Family Division) has jurisdiction in the matter, the clerk of the Provincial Court (Family Division).

8(2) A creditor who has initiated proceedings by way of seizure or attachment of the wages of a person under this Act or a debtor affected by such proceedings may make an application in writing supported by affidavit to the clerk of the court having jurisdiction in the matter for an increase or decrease, as the case may be, of the amount of exemption allowed under section 5 or 7.

8(3) The clerk of the court shall, within three days after the receipt of an application in writing under subsection (2), notify the persons affected by the application of the date on which he will consider the matter, which date shall not be later than seven days after the receipt of the application.

8(4) On the date fixed by the clerk, he shall hear the matter, and after considering all the evidence adduced before him and having regard to the circumstances relating to the matter, may make an order

- (a) confirming; or
- (b) increasing; or
- (c) reducing; the exemption allowed under this Act.

8(5) No order shall be made by a clerk under subsection (4) or by a judge under subsection (8) which

- (a) has the effect of increasing the exemption allowed under section 5 or 7 to more than 90% of the wages bound under section 4; or
- (b) reduces the wages of the employee to an amount less than the exemption to which he is entitled under section 5 or 7.

8(6) Any person affected by an Order made under subsection (4) may, not later than 14 days from the date of the order, by a notice of motion, appeal the order to a judge in chambers in the court having jurisdiction in the matter.

8(7) The notice of motion mentioned in subsection (6) shall be served by the appellant

- (a) on the clerk of the court whose order is being appealed; and
- (b) on every other person affected by the appeal; at least 3 days before the date fixed for the hearing of the appeal.

8(8) The judge hearing the appeal may confirm, or, subject to subsection (5), vary the order appealed against.

8(9) Where the amount required to be paid under a garnishment order against wages under clause 4(1)(b) is varied under subsection (4), the garnishor shall obtain an amended garnishment order that complies with the varied order and serve it on the garnishee and the judgment debtor.

9(1) Subject to sections 13.7 and 14.7, a debtor against whom a garnishing order has been made may apply to the clerk of the court in which the action is brought for the release of the garnishment and for the payment of the judgment by instalments and, if the clerk deems it proper in all the circumstances of the case, he or she may make the order, fixing therein the amounts and times of payment, and, so long as the debtor is not in default under the order, no further garnishment of the debtor's wages shall be had in respect of the judgment debt.

9(2) An order made under subsection (1) may be made ex parte, but the clerk may vary it at any time upon the application of the debtor or creditor with at least three days notice in writing to the other party.

9(3) Forthwith after an order is made under subsection (1), a copy thereof shall be sent by prepaid mail by the clerk of the court to the judgment creditor or his agent.

9(4) Upon an application to a judge for the purpose, an order made under subsection (1) may be varied by the judge.

14.5 Subject to subsection 13.5(1) (priority of garnishment orders to enforce maintenance orders), a garnishment order issued to enforce a forfeited recognizance order, a restitution order or an order imposing a fine has priority over any other garnishment order served on the garnishee and any debt owed by the judgment debtor to the garnishee.

14.6(1) A collection officer may enforce a forfeited recognizance order or an order imposing a fine by garnishing money that is held jointly by the judgment debtor and one or more other persons, and where such a garnishment order is served on a garnishee, (a) all the money is presumed for the purpose of the garnishment order to be owned by the judgment debtor; and (b) the garnishment order binds all the money owing or payable by the garnishee to the judgment debtor on the day of service.

14.6(2) When a garnishment order referred to in subsection (1) is served, the garnishee must be provided with at least two copies of the garnishment order, and the garnishee shall without delay deliver or mail a copy of the garnishment order to each person who holds the garnished money jointly.

14.6(3) Notwithstanding clause (1)(a), the judgment debtor or any person who holds money jointly with the judgment debtor may apply to the court that issued the garnishment order for an order that (a) the interest of the judgment debtor in the garnished money is less than the amount garnished; and (b) the part of the garnished money in excess of the judgment debtor's interest be distributed to the other joint holder or holders in accordance with their interests.

14.6(4) In a proceeding under subsection (3), the burden of establishing that the interest of the judgment debtor is less than the amount garnished is on the person who makes the application.

14.6(5) Notice of an application made under subsection (3) must be served on the collection officer and each person who holds the garnished money jointly within 21 days after the garnishment order is served on the garnishee.

14.7 Section 9 does not apply to a garnishment order obtained to enforce a forfeited recognizance order, a restitution order or an order imposing a fine.

Note: Memorandum to Garnishee is only served where wages are being garnished.

9. Payment Out of Court – Less than \$20,000.00

a) Requisition for Cheque

FILE NO: CI _____

THE KING'S BENCH
Winnipeg Centre

Christopher Robin

vs

Winifred D. Pooh

REQUISITION FOR CHEQUE

NAME OF PARTY MAKING APPLICATION FOR PAYMENT OUT:

Christopher Robin _____
(name of party)

IS PAYMENT TO BE MADE TO LAWYER OF RECORD? ☐ YES ☐ NO

NAME & ADDRESS OF PARTY OR LAWYER WHERE PAYMENT IS TO BE MAILED:

Locker Davies LLP ,16 Ocean Avenue Winnipeg, MB. R3R 3R3

Attention: Tony Tiger _____

DATE: ___ May 3, 20___

(for office use only)

ISSUE CHEQUE PAYABLE TO: _____

DATE RECEIVED	AMOUNT RECEIVED (Column A)	INTEREST DATE	INTEREST AMOUNT (Column B)
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
SUB TOTAL (A)	\$	SUB TOTAL (B)	\$

Deputy Registrar Signature

Date of Payment Out

Post Interest: ☐ YES ☐ NO	Cheque Amount: \$
---	--------------------------

Cheque No:		Cheque Date:	
------------	--	--------------	--

Mailed		Delivered	
--------	--	-----------	--

Processed By: _____

b) Affidavit (for Payment Out of Court - less than \$20,000.00)
(Form is at the beginning of the KB Forms)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

CHRISTOPHER ROBIN,

creditor,

- and -

WINIFRED D. POOH,

debtor.

AFFIDAVIT IN SUPPORT OF PAYMENT OUT OF COURT
NOTICE OF GARNISHMENT

I, CHRISTOPHER ROBIN, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. That the appeal period for the judgment has expired and no appeal is pending.
2. The amount of the outstanding debt under the judgment given is in favour of the creditor is in the amount of \$19,582.00 inclusive of interest and costs. This is authorization that any surplus funds standing in the court shall be returned to the debtor being garnished.
3. That the amount the garnishee paid into court is no more than the small claims limit.
4. That at least 10 days has elapsed since the garnishee has made the payment into court and since the debtor was served with the notice of garnishment.

5. The notice of garnishment dated March 29, 20__ was served on the debtor:

<u>Winifred D. Pooh</u> (debtor being garnished)	by	<u>Personal service by John Adams</u> (indicate manner of service)
<u>10 Avenue Street, N.W., Gladstone, MB</u> (indicate address served)	on	<u>April 19, 20__</u> (indicate date of service)

6. That no other person has a claim to or interest in the money.

Sworn (or Affirmed) before me at the

_____ of _____

in the Province of Manitoba,

this ____ day of _____, ____

Signature

Deputy Registrar for King's Bench, or
A Commissioner for Oaths in and for
the Province of Manitoba
My Commission expires: _____

Print Name

10. Payment Out of Court - Over \$20,000.00

a) Notice of Motion (Form 37A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

NOTICE OF MOTION

THE plaintiff will make a motion before the presiding judge on Friday, December 14, 20__, at 10:00 o'clock a.m., or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

1. an Order directing payment of money out of court without the need for the appeal period of said Order to expire;
2. costs; and
3. such further and other Order as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. King's Bench Rule 73.03(1); and
2. such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. affidavit of Matt Hatter, sworn December 6, 20__.

December 8, 20__

LOCKER DAVIES LLP
Barristers and Solicitors
16 Ocean Avenue
Winnipeg MB
R3R 3R3
Tony Tiger 204-555-1234

TO: ALLISON WONDERLAND
BOX 666
St. Elsewhere MB
R0G 1Z0

b) Affidavit (for Payment Out of Court - Over \$20,000.00)

(Form is at the beginning of the KB Forms)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

AFFIDAVIT OF MATT HATTER

I, MATT HATTER, of the City of Winnipeg, in the Province of Manitoba, businessperson,

MAKE OATH AND SAY THAT:

1. I am the President of the plaintiff herein and as such have personal knowledge of the facts and matters hereinafter deposed to by me, save and except where same are stated to be based upon information and belief, in which case I do verily believe them to be true.
2. On _____ a Statement of Claim was filed in these proceedings.
3. A default judgment was pronounced on the 5th day of October, 20__ whereby the defendant was ordered to pay the sum of \$118,772.79 to the plaintiff.
4. The time prescribed for an appeal of the judgment has expired and no appeal is pending.
5. No payments have been received from the plaintiff on account of the judgment and as of the date of this affidavit, the sum of \$118,772.79 remains outstanding.
6. Notices of garnishment issued on October 11, 20__ and November 10, 20__.
7. The notice of garnishment dated October 11, 20__ and the blank garnishee's statement were personally served on the garnishee, Jaberwocky Producers, at 36-113th Avenue, Winnipeg, Manitoba. Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of the affidavit of service of T.W. Dum.
8. Allison Wonderland was served with both the notice of garnishment dated October 11, 20__ and the blank garnishee's statement by first class, prepaid, mail sent on October 12, 20__ addressed to "Allison Wonderland, Box 666, St. Elsewhere, Manitoba, R0G

1Z0". Attached hereto and marked as Exhibit "B" to this my affidavit is the affidavit of service of Jane Doe.

9. The notice of garnishment dated November 10, 20__, and blank garnishee's statement, were personally served on the garnishee, Jaberwocky Producers, at 36-113th Avenue, Winnipeg, Manitoba. Attached hereto and marked as Exhibit "C" to this my affidavit is a copy of the affidavit of service of Barney Man.

10. Allison Wonderland was served with the notice of garnishment dated November 10, 20__ and the blank garnishee's statement by first class prepaid mail sent on November 25, 20__ to "Allison Wonderland, Box 666, St. Elsewhere, Manitoba, R0G 1Z0". Attached hereto and marked as Exhibit "D" to this my affidavit is the affidavit of service of Jane Doe.

11. The sum of \$118,772.79 has been paid into Court by Jaberwocky Producers, and has not been paid out to the plaintiff. Interest in the amount of \$126.57 has accrued on the amount garnished into Court. The total monies standing to the credit of this action is \$118,899.36. Attached hereto and marked as Exhibit "E" to this my affidavit is a copy of the Sutor's Trust Report herein dated December 6, 20__.

12. There will be no amount outstanding on the judgment once the monies standing to the credit of this action are paid out to the plaintiff.

13. The payments into court by the garnishee were made on October 21, 20__ and November 22, 20__. More than ten days have now elapsed since the dates of payment into court and the dates of service of the notices of garnishment on Allison Wonderland.

14. No stop order has been made under King's Bench Rule 73.14.

15. I am not aware of any other creditors who may have an interest or claim to the monies standing in court to the credit of this action. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of search results from the Manitoba Personal Property Registry conducted on December 4, 20__ of the name Allison Wonderland, showing no registrations.

16. I direct, that upon payment out being issued, the sum of \$118,722.79 plus all accrued interest thereon be paid out to my solicitor Locker Davies LLP to the attention of Tony Tiger.

SWORN before me in the City)
of Winnipeg, in the Province of)
Manitoba, on the 6th day of)
December, 20__.)
)

MATT HATTER

A Commissioner for Oaths in and for
the Province of Manitoba.
My Commission Expires: October 29, 20__.

c) Order (Form 59A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE

)

)

Friday, the 14th day of December, 20__

MADAM JUSTICE ____

)

BETWEEN:

CHESHIRE CATS INC.,

plaintiff,

- and -

ALLISON WONDERLAND,

defendant.

ORDER

THIS MOTION, made by the plaintiff for an order for payment out of the money standing to the credit of this action, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Matt Hatter, sworn December 6, 20__, and on hearing the submission of counsel for the plaintiff,

1. THIS COURT ORDERS that payment of the sum of \$118,722.79 plus all accrued interest standing to the credit of this action be made to Locker Davies LLP, lawyers for the plaintiff.
2. THIS COURT FURTHER ORDERS that the above sum be paid out forthwith notwithstanding that the time for an appeal of this Order has not expired.
3. THIS COURT FURTHER ORDERS that the defendant immediately pay to the plaintiff costs in the sum of \$_____ and disbursements in the sum of \$_____.

December 14, 20__

J.

d) Requisition for Cheque

FILE NO: CI_____

**THE KING'S BENCH
Winnipeg Centre**

Cheshire Cats Inc.

vs

Allison Wonderland

REQUISITION FOR CHEQUE

NAME OF PARTY MAKING APPLICATION FOR PAYMENT OUT:

Cheshire Cats Inc. _____
(name of party)

IS PAYMENT TO BE MADE TO LAWYER OF RECORD? ☐ YES ☐ NO

NAME & ADDRESS OF PARTY OR LAWYER WHERE PAYMENT IS TO BE MAILED:

Locker Davies LLP, 16 Ocean Avenue Winnipeg, MB. R3R 3R3

Attention: Tony Tiger

_____ DATE: __ May 3, 20__

(for office use only)

ISSUE CHEQUE PAYABLE TO: _____

DATE RECEIVED	AMOUNT RECEIVED (Column A)	INTEREST DATE	INTEREST AMOUNT (Column B)
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
SUB TOTAL (A)	\$	SUB TOTAL (B)	\$

Deputy Registrar Signature

Date of Payment Out

Post Interest: ☐ YES ☐ NO	Cheque Amount: \$
---	-------------------

Cheque No:		Cheque Date:	
------------	--	--------------	--

Mailed		Delivered	
--------	--	-----------	--

Processed By: _____

11. Writ of Seizure and Sale - Disputed

a) Judgment (Form 59B)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE)

)

Monday, the 20th day of February, 20__

MR. JUSTICE _____)

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

JUDGMENT

THIS ACTION was heard on February 20th, 20__, in the presence of counsel for all parties.

ON READING THE PLEADINGS AND HEARING THE EVIDENCE and the submissions of counsel for the parties:

1. THIS COURT ORDERS AND ADJUDGES that the defendant pay to the plaintiff the sum of \$117,469.26.
2. THIS COURT FURTHER ORDERS AND ADJUDGES that the defendant pay to the plaintiff costs in the sum of \$6,250.00.
3. This judgment bears interest at the rate of 1.5% per year from its date.

APPROVED AS TO FORM:

KELLOG LLP

Per: _____

Sarah Rice

Counsel for the defendant

b) Writ of Seizure and Sale (Form 60A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

WRIT OF SEIZURE AND SALE

TO: The Sheriff at the Winnipeg Centre.

Under an order of this court made on the 20th day of February, 20__, in favour of Gate Credit Union, YOU ARE DIRECTED to seize and sell all the personal property of Bruce Peel and to realize from the seizure and sale the following sums:

- (a) \$117,469.26 and interest at a rate of 1.5 per cent, per year, commencing on February 20, 20__;
- (b) \$6,250.00 for costs together with interest at a rate of 1.5 per cent, per year, commencing on February 20, 20__; and
- (c) your fees and expenses in enforcing this writ.

YOU ARE DIRECTED to pay out the proceeds according to law and to report on the execution of this writ if required by the party or lawyer who filed it.

April 12, 20__

Issued by _____
Registrar

The Law Courts Building
204 - 408 York Avenue
Winnipeg, Manitoba
R3C 0P9

c) Writ of Seizure and Sale (Page 1 Part of Form 60A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

FEES		
Fee	Item	Officer
	Paid for this writ	
	Lawyer's fees for issuing writ	
	First renewal	
	Second renewal	
	Third renewal	
RENEWAL		
Date		Officer

WRIT OF SEIZURE AND SALE
Debtor's Name
Debtor's Address
Creditor's Name
Creditor's Address
Lawyer's Name
Lawyer's address and telephone number

(Where the creditor is a person under disability, include the following notice:

All monies realized under this writ, other than costs, shall be paid into court by the sheriff, as required by subrule 60.07(12).)

d) Notice of Motion (Form 37A)

File No.

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

NOTICE OF MOTION

THE defendant will make a motion before the presiding judge on Wednesday, May 23, 20__ at 10:00 a.m., or as soon after that time as the motion can be heard, at 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR:

1. short leave for the hearing of the motion;
2. an order rescinding a seizure; and
3. such further or other order as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. section 23(1) of *The Executions Act*; and
2. such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the affidavit of Bruce Peel sworn April 20, 20__; and

2. such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: April 23, 20__

Sarah Rice
Kellog LLP
Barristers & Solicitors
32 Crisp Street
Winnipeg MB R5R 5R5
Counsel to the defendant

TO: Tony Tiger
Locker Davies LLP
Barristers and solicitors
16 Ocean Avenue
Winnipeg MB R3R 3R3
Counsel to the plaintiff

e) Affidavit in Support (Form 4D)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

AFFIDAVIT OF BRUCE PEEL

I, BRUCE PEEL, of the City of Winnipeg, in the Province of Manitoba, small businessman,

MAKE OATH AND SAY THAT:

1. I am the defendant in the within proceedings and as such have personal knowledge of the matters and facts hereinafter deposed by me, except where same are stated to be based upon information and belief, in which case I do verily believe them to be true.
2. On April 15, 20__ my 2010 Chevrolet Capri Classic (the "Vehicle") was seized by the Sheriff's Office, acting on behalf of the plaintiff, at my premises at 123 ABC Drive.
3. I was advised by Cam Clark Ford prior to the seizure that the Vehicle is worth less than \$3,000.00. Attached hereto and marked as Exhibit "A" to this my affidavit, is a copy of the Letter of Value provided to me by Cam Clark Ford.
4. Prior to the seizure of the Vehicle, I had a discussion with Sheriff Smith of the Court of King's Bench, Winnipeg Centre. I provided him with a copy of the Letter of Value I received from Cam Clark Ford. He advised me and I did verily believe that because the Vehicle was not worth more than \$3,000.00 and would therefore fit within one of the exemptions listed in *The Executions Act*, it would not be seized.
5. I am employed as a salesman by X Company and in the course of my occupation I travel throughout Manitoba and Saskatchewan selling widgets to X Company's existing and potential customers.

6. Without the use of the Vehicle I will be unable to carry out the terms of my employment. I do verily believe that I will be released by X Company.

7. I am advised by my counsel and do verily believe that as the Vehicle is worth less than \$3,000.00, it fits within the exemption listed in Section 23(1) of *The Executions Act*, and specifically subsection (f) thereof.

8. I make this affidavit bona fide in support of my motion for an order rescinding the seizure of the Vehicle and returning it to me.

SWORN before me in the City of)
Winnipeg, in the Province of)
Manitoba, on the 20th)
day of April, 20__)
) _____
) BRUCE PEEL

A Commissioner for Oaths in and for
the Province of Manitoba.
My Commission expires _____.

f) Affidavit of Sheriff (Form 4D)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GATE CREDIT UNION,

plaintiff,

- and -

BRUCE PEEL,

defendant.

AFFIDAVIT OF SHERIFF HERBERT SMITH

I, HERBERT SMITH, of the City of Winnipeg, in the Province of Manitoba, Sheriff,

MAKE OATH AND SAY THAT:

1. I am a Sheriff for the Court of King's Bench, Winnipeg Centre and as such have personal knowledge of the matters and facts hereinafter deposed to by me, save and except where same are stated to be based upon information and belief, in which case I verily believe them to be true.
2. Pursuant to the order of this court, dated February 20, 20__, I was in charge of the seizure of the defendant, Bruce Peel's, personal property.
3. Contrary to the affidavit of Bruce Peel, sworn April 20, 20__, at no time did I give him any assurance that his vehicle qualified for an exemption under The Executions Act. Rather, I advised Mr. Peel that if he felt he was entitled to an exemption he should put his claim in writing and I would present it to Gate Credit Union for consideration.
4. I am advised by Gate Credit Union, and do verily believe, that they reviewed a letter written to them by Bruce Peel along with the Letter of Value prepared by Cam Clark Ford. Gate Credit Union instructed my officers to take possession of the motor vehicle after having reviewed the above-noted information.

5. I make this affidavit in good faith.

SWORN before me at the City of)
Winnipeg, in the Province of)
Manitoba, on the 27th day of)
April, 20___.)
)

SHERIFF HERBERT SMITH

A Commissioner for Oaths in and for
the Province of Manitoba.
My Commission Expires on _____.

g) Order (Form 59A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE)
)
MR. JUSTICE ____) Wednesday, the 23rd day of May, 20__

BETWEEN:

GATE CREDIT UNION,
plaintiff,
- and -

BRUCE PEEL,
defendant.

ORDER

THIS MOTION, made by the defendant for relief from seizure, was heard this day, at Law Courts, Winnipeg Manitoba.

ON READING the affidavit of Bruce Peel, sworn April 20, 20__, and the affidavit of Sheriff Herbert Smith, sworn April 27, 20__, and on hearing the submissions of counsel for the plaintiff and the submissions of counsel for the defendant,

1. THIS COURT ORDERS that the motion be dismissed with costs to the plaintiff in the amount of \$1,500.00.

May 23, 20__

J.

12. Judgment Sale of Land

a) Notice of Application (Form 14B)

File No. CI

BETWEEN:

THE KING'S BENCH
WINNIPEG CENTRE

THE BANK OF TROY,

- and -

JASON ACHILLES,

applicant,

respondent,

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a judge, on Tuesday, May 8, 20__ at 10:00 a.m. at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or a Manitoba lawyer acting for you must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

DATE: April 26, 20__ Issued by _____
Registrar

TO: Jason Achilles
600 Liad Avenue
Winnipeg MB R3P 0J7

AND TO: Mortgagee
(Note: Rule 66.01(3) requires service of application
for partition and sale on every mortgagee of the land.)

APPLICATION

1. The applicant makes application for:

- (a) an Order that all necessary inquiries be made, accounts taken, costs assessed and steps taken by the Associate Judge for the partition or sale, or for the partition of part and sale of the remainder of the following land in accordance with the interest of the parties entitled to share in it:

(insert legal description of the land)

(the "Property");

- (b) an Order that the Property, or such part of it as the Associate Judge thinks fit, be sold under the direction of the Associate Judge of this Court to realize the amount due and owing to the applicant pursuant to a judgment entered on March 10, 20__ in this Honourable Court in King's Bench File No. CI 20-01-00123;
- (c) an Order that the proceeds of the sale of the Property be applied in the following order of payment:
 - (i) real property taxes, if any;
 - (ii) encumbrances having priority to the judgment of the applicant;
 - (iii) the applicant's costs of and incidental to this action and the sale, on a solicitor and client basis;
 - (iv) the applicant's judgment in the principal sum of \$78,425.68 as at April 15, 20__;
 - (v) encumbrances ranking junior in priority to the applicant's judgment, if any, in order of their respective priorities;
 - (vi) the surplus, if any, to the respondent, Jason Achilles;
- (d) an Order that this cause be referred to the Associate Judge of this Court for all necessary inquiries to be made and accounts taken to ascertain which persons and what encumbrances, if any, have an interest in the property, whether in priority to, or ranking junior to, the applicant's judgment, and the amounts due and their respective priorities; and
- (e) such further and other Order as this Honourable Court may permit.

2. The grounds for the application are:
- (a) the applicant registered a certificate of judgment in the principal sum of \$76,215.23 against the Property as Instrument Number 111111 on or about April 10, 20__;
 - (b) the judgment remains unsatisfied;
 - (c) section 3 of *The Judgments Act*, R.S.M. 1987, c.J10;
 - (d) sections 19 to 26 of *The Law of Property Act*, R.S.M. 1987, c.L90;
 - (e) Rule 66 of the King's Bench Rules; and
 - (f) such further and other grounds as counsel may advise and this Honourable Court may permit.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the affidavit of Jennifer Anderson, sworn April 25, 20__;
 - (b) the affidavit of Gary Smith, sworn April 20, 20__; and
 - (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

April 26, 20__

Locker Davies LLP
Barristers & Solicitors
16 Ocean Avenue
Winnipeg, MB R3R 3R3
Attention: Margaret West
204-955-5656

b) Order (Form 59A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE)
) Tuesday the 8th day of May, 20__
MADAM JUSTICE ____)

BETWEEN:

THE BANK OF TROY,
applicant,
- and -
JASON ACHILLES,
respondent,

ORDER

THIS MOTION, made by the applicant was heard this day at the Law Courts, Broadway and Kennedy Street, in the City of Winnipeg, in Manitoba.

ON READING the affidavit of Jennifer Anderson, sworn April 25, 20__ and the affidavit of Gary Smith, sworn April 20, 20__, and on hearing the submissions of counsel for the applicant and the respondent,

1. THIS COURT ORDERS that all necessary inquiries be made, accounts taken, costs assessed and steps taken by the Associate Judge at Winnipeg for the partition or sale, or for the partition of part and sale of the remainder of the following land, in accordance with the interests of the parties entitled to share in it:

(insert legal description of the land)

(the "Property");

2. THIS COURT ORDERS that the Property, or such part of it as the Associate Judge thinks fit, be sold under the direction of the Associate Judge of this Court to realize the amount due and owing to

the applicant pursuant to a judgment entered on March 10, 20__ in this Honourable Court, in King's Bench File No CI 2001-00123.

3. THIS COURT ORDERS that the proceeds of the sale of the Property be applied in the following order of payment:

- (a) real property taxes, if any;
- (b) encumbrances having priority to the judgment of the applicant;
- (c) the applicant's costs of and incidental to this action and the sale, on a solicitor and client basis;
- (d) the applicant's judgment in the principle sum of \$78,425.68 as at April 15, 20__;
- (e) encumbrances ranking junior in priority to the applicant's judgment, if any, in order of their respective priorities;
- (f) the surplus, if any, to the respondent, Jason Achilles.

4. THIS COURT ORDERS that this cause be referred to the Associate Judge of this Court for all necessary inquiries to be made and accounts taken to ascertain what persons and encumbrances, if any, have an interest in the property, whether in priority to, or ranking junior to, the applicant's judgment, and the amounts due and their respective priorities.

5. THIS COURT ORDERS that the applicant have carriage of the reference.

6. THIS COURT ORDERS that title to the Property shall vest in the name of the purchaser named in the Associate Judge's Report and Order on Sale.

May , 20__

J.

c) Affidavit in Support - Hearing for Directions (Form 4D)

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

THE BANK OF TROY,

applicant,

- and -

JASON ACHILLES,

respondent,

AFFIDAVIT OF JENNIFER ANDERSON

I, Jennifer Anderson, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the Vice-President, Finance, of the applicant, and as such I have personal knowledge of the facts hereinafter deposed to by me, save and except where same are stated to be based on information and belief, in which case I verily them to be true.

2. Attached as Exhibit "A" to the affidavit of Gary Smith, sworn in these proceedings, is a copy of his real estate appraisal indicating that in his professional opinion the subject property has a value of approximately \$225,000.00.

3. The applicant is seeking an order permitting it to dispose of the subject property by public auction, with a reserve bid of \$_____. Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of the terms and conditions the applicant proposes to use.

4. Attached hereto and marked as Exhibit "B" to this my affidavit is the form of Mortgage Sale Advertisement the applicant proposes to publish in two Saturday editions of the Winnipeg Free Press and in one edition of a newspaper circulating in rural Manitoba most likely to attract potential purchasers.

5. In the event that the public auction is declared abortive, the applicant requests that it be permitted to enter into a listing agreement with Sell Homes Realty Co., for the sale of the subject property on the following terms:

- (a) that the asking price be \$_____;
- (b) that the realtor's commission not exceed 6% of the selling price, not including GST;
- (c) that the sale listing agreement be for a period of six months; and
- (d) that the applicant be permitted to accept, without court approval, any offer to purchase which is in the sum of \$_____ or higher.

6. I make this affidavit bona fide in support of the applicant's motion for directions for the conduct of the sale pursuant to the Order of the Honourable Madam Justice _____ granted on May 8, 20__.

SWORN before me in the City)
 of Winnipeg, in the Province)
 of Manitoba, on the 29th day)
 of May, 20__.

_____)
 A Barrister and Solicitor in and for
 the Province of Manitoba.

 JENNIFER ANDERSON

d) Notice of Hearing for Directions (Form 55A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

THE BANK OF TROY,

applicant,

- and -

JASON ACHILLES,

respondent,

NOTICE OF HEARING FOR DIRECTIONS

By order of the court, a copy of which is served with this notice, a reference was directed to Associate Judge _____ for the purpose of effecting the judgment sale of lands and premises located at or near Winnipeg, in Manitoba, and legally described as follows:

The applicant, The Bank of Troy, has obtained an appointment with Associate Judge ____, on Thursday, June 7, 20__, at 9:00 a.m., Room _____, at the Law Courts Building, Broadway and Kennedy Street, Winnipeg, Manitoba, for a hearing to consider directions for the conduct of the reference in this proceeding.

IF YOU FAIL TO ATTEND, in person or by a Manitoba lawyer acting for you, directions may be given and the reference may proceed in your absence and without further notice to you, and you will be bound by any order made in the proceeding.

(DATE)

Locker Davies LLP
Barristers & Solicitors
16 Ocean Avenue
Winnipeg, MB R3R 3R3
Attention: Margaret West
204-955-5656

TO:

e) Directions for Sale

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

ASSOCIATE JUDGE ____) Thursday, the 7th day of June, 20__

BETWEEN:

THE BANK OF TROY,

applicant,

- and -

JASON ACHILLES,

respondent,

DIRECTIONS FOR SALE

THIS MOTION made by the applicant for Directions for the conduct of a sale pursuant to the Order of Madam Justice ____, pronounced May 8, 20__, was heard on June 7, 20__, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Jennifer Anderson, sworn April 25, 20__ and the affidavit of Gary Smith, sworn April 20, 20__, and the further affidavit of Jennifer Anderson, sworn May 29, 20__, and on hearing the submissions of counsel for the applicant and the respondent:

1. THIS COURT DIRECTS that the land legally described as:

(insert legal description)

(the "Property") be sold on the following terms and conditions:

- (a) that the Property be listed for sale pursuant to a multiple listing agreement with _____ for a period of six months;
- (b) that the Property be listed for sale at a price of \$_____;

- (c) that there be a seven per cent (6%) commission on the sale price of the Property, plus GST;
 - (d) that the purchaser, at the time of sale, pay to the vendor's solicitor, or to Locker Davies LLP, a deposit of ten per cent (10%) of the purchase price by cash or certified cheque and pay the balance of the purchase price upon the closing of the transaction, which shall be within thirty (30) days of sale;
 - (e) that the parties may seek court approval of the purchasers if the parties cannot agree to same;
 - (f) that all purchase monies be paid into the trust account of Locker Davies LLP and not into court;
 - (g) that all liabilities, liens and judgments against the property be paid off from the purchase price of the property, in order of priority;
 - (h) that the parties may return to court for a final accounting if no agreement is reached between the them; and
2. that the respondent is to produce a duplicate title, if he has one in his possession.

Date:_____

Associate Judge

f) Affidavit (Form 4D)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

THE BANK OF TROY,

applicant,

– and –

JASON ACHILLES,

respondent,

AFFIDAVIT OF JENNIFER ANDERSON

I, Jennifer Anderson, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the Vice President, Finance of the applicant and as such I have knowledge of the matters hereinafter deposed to by me, save and except where same are stated to be based upon information and belief, in which case I verily believe them to be true.

2. Pursuant to the Directions for Sale issued by Associate Judge ____ on June 7, 20__, Sell Homes Realty Co. was instructed to list the following property for sale at the price of \$_____ for a period of six months:

(insert legal description)

(hereinafter the "Property");

3. Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of the Multiple Listing Agreement.

4. Our lawyers, Locker Davies LLP, have been advised by Sell Homes Realty Co. that an offer to purchase the Property has been made by _____ for the purchase price of \$_____. The offer is open for acceptance until _____.

5. Attached hereto and marked as Exhibit "B" to this my affidavit is a true copy of the offer to purchase.

6. We are advised by our lawyers, Locker Davies LLP, that Jason Achilles will not accept the above-referenced offer to purchase.

7. The Bank of Troy is willing to accept the offer to purchase at \$_____, as in our opinion it is fair and reasonable offer. Further, this is the only offer that has been made to purchase the Property since it was listed at the price of \$_____.

8. I make this affidavit bona fide in support of the motion that the sale be authorized by this Honorable Court.

SWORN before me in the)
in the City of Winnipeg,)
in the Province of Manitoba)
on October __, _____.)
_____)

JENNIFER ANDERSON

A Notary Public in and for
the Province of Manitoba.

g) Report and Order on Sale (Form 55F)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

THE BANK OF TROY

applicant,

- and -

JASON ACHILLES

espondent.

REPORT AND ORDER ON SALE

1. In accordance with the order of the Honourable Madam Justice ____ made on May 8, 20__, by which a sale of the property legally described as (legal description) was ordered with the conduct of the sale directed to the Associate Judge, after notice to all parties concerned, and in the presence of counsel for the applicant and counsel for the respondent, I settled the conditions of sale.
2. The property was ordered to be sold by:
 - a) multiple listing agreement
3.
 - a) The listing agent, listing price, commission payable and other terms of listing were settled and the property was listed in accordance with same.
 - b) An offer acceptable to the plaintiff was considered and approved and _____ became the purchaser of the property at the price of \$_____.
4. In accordance with the order of the Honourable Madam Justice ____ that title to the property vest in the name of the purchaser and the purchase price having been tendered, the property is vested in _____.
(name of purchaser(s))

(DATE)

Associate Judge

13. Settlement Precedents

a) Notice of Discontinuance (where defence has been filed) (Form 23A)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE
(EXPEDITED ACTION - RULE 20A)

BETWEEN:

PACHABEL'S CANNONS INC.,

plaintiff,

- and -

HANDEL TRUCKING LTD.,

defendant.

NOTICE OF DISCONTINUANCE

1. A statement of claim in this action has been filed and served on the defendant, Handel Trucking Ltd.
2. The plaintiff, by its solicitors, wholly discontinues this action against the defendant, Handel Trucking Ltd., without costs to either of the parties.
3. This discontinuance shall be a defence to any subsequent action as contemplated by Court of King's Bench Rule 23.02 (1).

December , 20__

LOCKER DAVIES LLP
Barristers & Solicitors
16 Ocean Avenue
Winnipeg MB R3R 3R3
Attn: Wolfgang Amadeus Smith
Counsel for the plaintiff

Consented to as to form and content:

HARROW LLP
67 First Avenue
Winnipeg MB R4E 6Y7
Attn: Selma Maires
Counsel for the defendant

b) Consent to Judgment

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE
(EXPEDITED ACTION - RULE 20A)

BETWEEN:

ABC EXPLORERS LTD.,

plaintiff,

- and -

XYZ SPORTING GOODS LTD.,

defendant.

CONSENT TO JUDGMENT

The defendant, by its counsel, hereby consents to judgment in favour of the plaintiff in the sum of \$18,264.83 together with costs in the amount of \$1,100.00 and disbursements in the amount of \$360.22.

The judgment shall bear interest at the rate of 1.5%, per annum, commencing August 1, 20__ to the date of payment.

September 2, 20__

LOCKER DAVIES LLP

Per: _____

Wolfgang Smith

Counsel for the defendant

c) Minutes of Settlement

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

GEORGE GOGOL and JOHN TURGUNEV,

plaintiffs,

- and -

BRUCE DOSTOEVSKY and MIKE BULGAKOV
and SOULS ENTERPRISES LTD.,

defendants.

MINUTES OF SETTLEMENT

WHEREAS the plaintiffs, George Gogol and John Turgenev (the "Plaintiffs"), and defendants, Bruce Dostoevsky and Mike Bulgakov, agreed to become equal partners in a venture to acquire the business commonly known as "Pianos R US," in Grand Rapids, Manitoba (the "Agreement").

AND WHEREAS pursuant to the Agreement the Plaintiffs commenced an action in the Manitoba Court of King's Bench by filing a statement of claim under File No. CI-10-01-90999.

AND WHEREAS a notice of motion for the appointment of a receiver manager returnable June 27, 20__ has been set to hear the merits of such notice of motion.

AND WHEREAS the parties have agreed to settle the within action on the following terms and conditions:

1. The defendants, Bruce Dostoevsky and Mike Bulgakov, will purchase all of the shares in the defendant, Souls Enterprises Ltd. (the "Defendant Souls"), originally issued to the plaintiffs, for the amount of \$235,000.00 (the "Purchase Price").
2. The defendants, Bruce Dostoevsky and Mike Bulgakov, agree to pay to the Plaintiffs the amount of \$100,000.00, on or before August 15, 20__.

3. The defendants, Bruce Dostoevsky and Mike Bulgakov, agree to pay the balance of the Purchase Price for the acquisition of the Plaintiff's shares in the amount of \$135,000.00 (the "Repayment"), in accordance with the repayment schedule as set out in Appendix "A."

4. As security for the Repayment, all the defendants agree to consent to judgment in the amount of \$135,000.00 in favour of the Plaintiffs.

5. The Plaintiffs agree not to execute on the consent judgment, provided that none of the defendants default in any way on the Repayment, as set out in the repayment schedule in Appendix "A."

6. As further security, the defendants Bruce Dostoevsky and Mike Bulgakov, as officers of the defendant Souls, agree to execute a second charge debenture in the form attached in Appendix "B," in favour of the Plaintiffs, subject only to _____.

7. The Plaintiffs agree to provide an executed release to all of the defendants, forever discharging them from all liability under the within action, once the Purchase Price is fully satisfied in accordance with the repayment schedule, as set out in Appendix "A."

Dated at the City of Winnipeg, in the Province of Manitoba, this ____ day of

_____, _____.

George Gogol

John Turgunev

Bruce Dostoevsky

Mike Bulgakov

Souls Enterprises Ltd.

Per: _____
Mike Bulgakov

d) Notice of Satisfaction (Form 59C)

File No. CI

THE KING'S BENCH
WINNIPEG CENTRE

BETWEEN:

HEMLOCK INTERNATIONAL INC,

creditor,

- and -

FRANK SOCRATES, JENNY BENTHAM and SAMUEL ARISTOTLE carrying on business as
PHILOSOPHY TO GO, the said FRANK SOCRATES, the said JENNY BENTHAM, the said
SAMUEL ARISTOTLE and the said PHILOSOPHY TO GO,

debtors.

NOTICE OF SATISFACTION

I am the lawyer for the creditor entitled to the benefit of the Order in this proceeding
filed on the 22nd day of February, 20__.

I acknowledge that the Order has been fully satisfied.

November , 20__

LOCKER DAVIES LLP

Witness

Per: _____
Jose D. Zarathustra
Counsel for the creditor

e) Release

RELEASE

KNOW ALL MEN BY THESE PRESENTS that 4466221 MANITOBA LTD., currently carrying on business as Harry's Men's Wear, LAURA DALE and CYNTHIA LANE (the "Releasors"), in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration now paid to them, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever discharge EDWARD NELSON and ARLENE NELSON (the "Releasees") of and from all manner of actions, causes of action, claims and demands whatsoever which against the Releasees they ever had, now have or which their officers, directors, servants, agents, employees, successors, administrators, assigns, heirs or executors can, shall or may have, for or by reason of the Releasees' involvement in the creation, establishment or management of 4433666 Manitoba Ltd., formerly carrying on business as Harry's Men's Wear or 4466221 Manitoba Ltd., currently carrying on business as Harry's Men's Wear, including any and all obligations, liabilities or commitments arising therefrom.

AND THE RELEASORS, for the consideration aforesaid, hereby covenant and agree not to make any claim or take any proceedings against any person, firm or corporation who may claim contribution or indemnity from the Releasees under the provisions of any statute or otherwise.

AND THE RELEASORS, for the consideration aforesaid hereby covenant and agree to indemnify and save harmless the Releasees against and from all actions, causes of action, damages, claims and demands whatsoever which any person, firm or corporation ever had, now has or which they may have or advance against the Releasees by reason of, or arising out of the Releasees' involvement in the creation, establishment or management of 4433666 Manitoba Ltd., formerly carrying on business as Harry's Men's Wear or 4466221 Manitoba Ltd., currently carrying on business as Harry's Men's Wear including any obligations, liabilities or commitments arising therefrom.

AND THE RELEASORS do acknowledge payment of the consideration by and on behalf of the said Releases without them admitting and with them actually denying all or any liability to the Releasors, in the circumstances, and the Releasors agree that neither such payment nor the taking of this Release shall now or at any time hereafter be deemed to be an admission of liability on the part of the said Releasees.

IN WITNESS WHEREOF 4466221 MANITOBA LTD., currently carrying on business as Harry's Men's Wear, has hereunto affixed its corporate seal duly attested to by the hands of its proper officers in that behalf this 22nd day of April, 20__.

4466221 MANITOBA LTD.

Per: _____

Per: _____

IN WITNESS WHEREOF CYNTHIA LANE hereby affixes her signature this 22nd day of April, 20__.

Witness

CYNTHIA LANE

IN WITNESS WHEREOF LAURA DALE hereby affixes her signature this 22nd day of April, 20__.

Witness

LAURA DALE

14. Small Claims Precedents

a) Unpaid Account (Form 76A)

FORM 76A – page 1/2

File # SC 21-01-_____

**THE KING'S BENCH
Winnipeg Centre**

BETWEEN:

DONNA DRESS
c/o 67 First Avenue
Winnipeg, Manitoba R4E 6Y7

claimant
(address)

- and -

MARTHA WASH DESIGNS INC.
2 - 2670 Osborne Street
Winnipeg, Manitoba R3X 2P6

defendant
(address)

SMALL CLAIM

NOTICE TO DEFENDANT

If you wish to dispute this claim, **you must file** a Defence (Form 76D) or a Defence and Counterclaim (Form 76E) within 20 days of being served. If you file a Defence and do not appear at the hearing, a decision may be issued against you.

If you do not file a Defence or a Defence and Counterclaim, you may be noted in default, in which case the hearing date is cancelled and a default decision may be issued.

TYPE OF CLAIM (check one):

- | | | | | |
|--|---|---|--|-----------------------------------|
| ☒ Unpaid account | ☐ <i>The Parental Responsibility Act</i> | ☐ Promissory Note | ☐ N.S.F. Cheque | ☐ Contract |
| ☐ Services rendered | ☐ Motor vehicle accident | ☐ Damage to property | ☐ Lease | ☐ Other |

The claimant claims from the defendant the sum of \$7,447.02 plus costs, disbursements and interest (if applicable). The details of the claim are set out in Schedule A, attached.

Name and signature of claimant or authorized agent

Phone number

Email address

The hearing of this claim is set for May 8, 20, at 1:30 a.m./p.m.,
(month/day/year)

by teleconference from the _____ Court Centre.
(court location)

To attend this hearing, you are required to call toll-free 1-855-342-6455, Conference ID _____

Filing Date: March 15, 20

Deputy Registrar

SCHEDULE A**DETAILS OF CLAIM** *(attach copies of any relevant documentation, such as contracts)*

Between November 20, 20__, and November 26, 20__, the claimant sold materials to the defendant on terms that all merchandise would be paid for in full within 30 days from the date of invoice (“the Agreement”).

The following invoices were issued by the claimant:

- i) 64658 dated November 20, 20__, in the amount of \$632.88;
- ii) 64659 dated November 20, 20__, in the amount of \$3,515.76;
- iii) 64716 dated November 26, 20__, in the amount of \$2,266.68;
- iv) 64764 dated November 26, 20__, in the amount of \$1,031.70.

As of March 15, 20__, there remains due and owing to the claimant by the defendant the sum of \$7,447.02.

In addition, it was a term of the Agreement that interest would be charged on overdue invoices at the rate of 2% per month or 24% per annum.

Accordingly, the claimant also seeks pre-judgment interest at the rate of 2% per month (24% per annum) on the outstanding invoices.

In the circumstances, the claimant is entitled to the relief sought.

SMALL CLAIMS COURT IMPORTANT INFORMATION

For more information, contact the nearest Court of King's Bench office or visit
<http://www.manitobacourts.mb.ca/court-of-queens-bench/court-proceedings/>

What can a defendant do in replying to a claim?

- You may contact the claimant and arrange payment. If you do this, obtain a statement signed by the claimant indicating that the matter is settled and file it in the court office. If partial payment is made, the claimant must contact the court to postpone the hearing date.
- If you intend to dispute the claim, you must file a Defence* (Form 76D), along with the required fee**, within 20 days of being served with the claim and serve a copy on the claimant.
- If you also have a claim you wish to make against the claimant, you must file a Defence and Counterclaim* (Form 76E), along with the required fee**, within 20 days and serve a copy on the claimant.
- If you do not have a claim you wish to make against the claimant but the claimant owes you money, state this in your Defence* and be prepared to raise this at the hearing and this may result in a set off to the amount claimed by the claimant.
- If you ignore the claim, the claimant may obtain judgment against you.

*forms are available at Court of King's Bench offices or online:
http://web2.gov.mb.ca/laws/rules/form_2e.php?form=76D
http://web2.gov.mb.ca/laws/rules/form_2e.php?form=76E

**court services fees are available online:
<https://www.gov.mb.ca/justice/courts/fees.html>

Getting ready for court

- The first hearing will take place by phone. A Court Officer will mediate any possible settlement. If issues remain unsettled, a contested hearing date will be set.
- Contested hearings may proceed by video using Microsoft Teams. Instructions will be sent by email 30 days prior to the contested hearing date. Make sure to check your inbox and junk/spam folder for these instructions.
- A small claim is decided on the evidence presented at the contested hearing. Make sure all evidence and witnesses are provided for the hearing. It is no use saying they can be provided later.
- Examples of evidence to be provided for the hearing:
 - (1) Contracts, letters, invoices, statements of account, plans, drawings, cancelled cheques;
 - (2) Printed photographs that will help the court understand your case.
- Arrange for the attendance of your witnesses and provide important papers, documents and other relevant evidence **in triplicate** for the hearing.
- Witnesses are people who can directly clarify or support your case. If necessary, you may obtain subpoena forms at the court office or go online at:
http://web2.gov.mb.ca/laws/rules/form_2e.php?form=53A
- Affidavit or written statements of witnesses are not sufficient.
- At the contested hearing, both sides will have the opportunity to present their case and evidence and have their witnesses testify.

To the Claimant:

If you fail to appear at the hearing, your claim may be dismissed or adjourned to another date.

If I win my case, am I guaranteed money?

Unfortunately, no. The court can give you tools you can use to collect your money, such as a Notice of Garnishment (garnishing order). Some people are judgment proof, which means they haven't any money or assets.

This information is of a broad and general nature. *The Court of King's Bench Small Claims Practices Act* and its accompanying rules should be consulted for interpretation and application.

Court Locations

Brandon (204) 726-6240

- 100 - 1104 Princess Ave, Brandon

Dauphin (204) 622-2087

- 114 River Ave West, Dauphin

Flin Flon (204) 687-1670

- 104 - 143 Main St, Flin Flon

Killarney (204) 726-6240

- Filing: 100 - 1104 Princess Ave, Brandon
- Hearings: 415 Broadway Ave, Killarney

Minnedosa (204) 867-4722

- 70 3rd Ave Southwest, Minnedosa

Morden (204) 822-2882

- 301 Wardrop St, Morden

Portage la Prairie (204) 239-3383

- Filing: 25 Tupper St North, Portage la Prairie
- Hearings: 20 3rd St Southeast, Portage la Prairie

Russell (204) 867-4722

- Filing: 70 3rd Ave Southwest, Minnedosa
- Hearings: 106 Shell River Ave South, Russell

St. Boniface (204) 945-8010

- 100 - 614 Des Meurons St, Winnipeg

Selkirk (204) 785-5122

- 101 - 235 Eaton Ave, Selkirk

Steinbach (204) 346-6070

- Unit A - 284 Reimer Ave, Steinbach

Swan River (204) 734-2252

- 201 4th Ave South, Swan River

The Pas (204) 627-8420

- 300 3rd St East, The Pas

Thompson (204) 677-6757

- 59 Elizabeth Dr, Thompson

Virden (204) 726-6240

- Filing: 100 - 1104 Princess Ave, Brandon
- Hearings: 232 Wellington St West, Virden

Winnipeg (204) 945-3138

- Filing: 100 - 408 York Ave, Winnipeg
- Hearings: 3rd Floor - 373 Broadway, Winnipeg

b) Defence (Form 76D)

Form 76D – page 1/1

File # _____

**THE KING'S BENCH
WINNIPEG Centre**

BETWEEN:

DONNA DRESS
c/o 67 First Avenue
Winnipeg, Manitoba R4E 6Y7

claimant

– and –

MARTHA WASH DESIGNS INC.
2 - 2670 Osborne Street
Winnipeg, Manitoba R3X 2P6

defendant

DEFENCE

☐ The defendant Martha Wash Designs Inc. will appear at the hearing to dispute
(name)

the claim made by the claimant for the reasons set out below:

OR

☐ The defendant _____ does not dispute the claimant's claim
(name)

but wishes to appear at the hearing to request time for payment.

Date

Signature of defendant or authorized agent

Address

Phone number

Email address

c) Defence and Counterclaim (Form 76E)

Form 76E – page 1/3

File # _____

**THE KING'S BENCH
WINNIPEG Centre**

BETWEEN:

DONNA DRESS
c/o 67 First Avenue
Winnipeg, Manitoba R4E 6Y7

claimant

– and –

MARTHA WASH DESIGNS INC.
2 - 2670 Osborne Street
Winnipeg, Manitoba R3X 2P6

defendant

DEFENCE AND COUNTERCLAIM

DEFENCE

☒ The defendant Martha Wash Designs Inc. will appear at the hearing to dispute
(name)

the claim made by the claimant for the reasons set out below:

OR

☐ The defendant _____ does not dispute the claimant's claim
(name)

but wishes to appear at the hearing to request time for payment.

COUNTERCLAIM

The defendant _____ makes a counterclaim against the
claimant _____ for the sum of \$ _____ plus costs,
disbursements and interest (if applicable). The details of the counterclaim are set out in
Schedule A, attached.

Date_____
Signature of defendant or authorized agent_____
Address_____
Phone number_____
Email address**NOTICE**

If you do not appear at the hearing of the counterclaim, judgment may be given against you.

DETAILS OF COUNTERCLAIM *(attach copies of any relevant documentation, such as contracts)*

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

d) Motor Vehicle Accident (Form 76A)

**THE KING'S BENCH
WINNIPEG Centre**

BETWEEN:

(NAME AND ADDRESS OF DRIVER AND REGISTERED OWNER),
Winnipeg, Manitoba

claimant
(address)

– and –

(NAME AND ADDRESS OF DRIVER AND REGISTERED OWNER),
Winnipeg, Manitoba

defendant
(address)

SMALL CLAIM

NOTICE TO DEFENDANT

If you wish to dispute this claim, **you must file** a Defence (Form 76D) or a Defence and Counterclaim (Form 76E) within 20 days of being served. If you file a Defence and do not appear at the hearing, a decision may be issued against you.

If you do not file a Defence or a Defence and Counterclaim, you may be noted in default, in which case the hearing date is cancelled and a default decision may be issued.

TYPE OF CLAIM (check one):

- | | | | | |
|--|---|---|--|--------------------------------------|
| ☐ Unpaid account | ☐ <i>The Parental Responsibility Act</i> | ☐ Promissory Note | ☐ N.S.F. Cheque | ☐ Contract |
| ☐ Services rendered | ☒ Motor vehicle accident | ☐ Damage to property | ☐ Lease | ☐ Other _____ |

The claimant claims from the defendant the sum of \$ XXXXX, plus costs, disbursements and interest (if applicable). The details of the claim are set out in Schedule A, attached.

Signature of claimant or authorized agent

Phone number

Email address

The hearing of this claim is set for _____, at _____ a.m./p.m.,
(month/day/year)

at _____, Manitoba.

The call-in number for this hearing is toll-free 1-855-342-6455 Conference ID _____

Filing Date: _____

Deputy Registrar

SCHEDULE A

DETAILS OF CLAIM *(attach copies of any relevant documentation, such as contracts)*

Claiming for deductible portion of damages: _____

Accident occurred on October 8, 20__ at approximately 8:00a.m. at the intersection of Portage and Wall, Winnipeg, Manitoba:

MPI Claim Number is #####

[illegible]

THE KING'S BENCH
WINNIPEG Centre

BETWEEN:

(NAME AND ADDRESS OF DRIVER AND REGISTERED OWNER),
Winnipeg, Manitoba

claimant

– and –

(NAME AND ADDRESS OF DRIVER AND REGISTERED OWNER),
Winnipeg, Manitoba

defendant

DEFENCE

- ☐ The defendant (NAME OF DRIVER AND REGISTERED OWNER) will appear at
(name)
the hearing to dispute the claim made by the claimant for the reasons set out below:

OR

- ☐ The defendant (NAME OF DRIVER AND REGISTERED OWNER) does not dispute
(name)
the claimant's claim but wishes to appear at the hearing to request time for payment.

Date

Signature of defendant or authorized agent

Address

Phone number

Email address