

Revised Regulations of Québec 1981

VOLUME

2

A-30, r. 1
to
C-25, r. 10

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REVISED REGULATIONS OF QUÉBEC

VOLUME 2

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c. A-30, r.1

Regulation respecting conditions for the hiring and remuneration of persons hired by the Régie des assurances agricoles du Québec for the sale of insurance and the appraisal of crops

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

**DIVISION I
DEFINITIONS AND APPLICATION**

1. In this Regulation, the following words and expressions mean :

- (a) “sales agent” : a person or agency hired on contract by the Régie to sell crop insurance ;
- (b) “assessment agent” : a person hired on contract by the Régie to assess claims by those insured and who may be responsible for a team of sales agents or assessment agents ;
- (c) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (d) “Régie” : the Régie des assurances agricoles du Québec.

**DIVISION II
PERSONS AUTHORIZED TO SELL INSURANCE
AND TO MAKE APPRAISALS**

2. In addition to the employees of the Régie, the persons authorized to sell crop insurance are sales agents and assessment agents.

In addition to the employees of the Régie, the persons authorized to make appraisals are assessment agents.

**DIVISION III
CONDITIONS FOR HIRING SALES AGENTS
AND ASSESSMENT AGENTS**

3. The manager of the department of the Régie requiring agents or his representative at the regional level shall assess the applicant sales agents.

4. A selection committee shall assess the applicant sales agents.

This committee shall be composed of the following persons :

- (a) the manager of administrative services of the Régie ;
- (b) the comptroller of the Régie ; and
- (c) the manager of the department requiring agents.

5. The persons contemplated in sections 3 and 4 are responsible for assessing the aptitudes and the merit of each candidate and for making recommendations to the Régie on their hiring and remuneration conditions.

6. The aptitudes and the merit of each candidate are assessed according to the following criteria :

- (a) practical knowledge of regional agriculture ;
- (b) knowledge of French and arithmetic ;
- (c) personality of the candidate including, among other qualities, tact, facility of elocution, and acumen and in the case of an agency, its business relations with those insured.

7. The basic qualifications for becoming an assessment agent are an agricultural technologist’s diploma including 15 years of schooling or the equivalent in experience.

Notwithstanding the first paragraph, a candidate not possessing an agricultural technologist’s diploma may be recommended by the committee to the Régie at Grade A if he has 12 years of schooling or the equivalent, at Grade B if he has 13 years of schooling or the equivalent and at Grade C if he has 14 years of schooling or the equivalent.

For the purposes of this section, 2 years of experience either as a farm producer or as a representative of a para-agricultural firm, are equivalent to one year of schooling.

8. An assessment agent in the employ of the Régie may advance to a higher daily fee grade after one year of experience in his position.

The selection committee may recommend raising the assessment agent 2 grades in a year for above-average performance. In such a case, the application for revision must be made in writing to the selection committee by the manager of the department responsible for the assessment agent.

DIVISION IV REMUNERATION CONDITIONS FOR CONTRACT EMPLOYEES

§1. Class A contract employees

9. Class A contract employee means an assessment agent.

10. The daily fees paid to a class A contract employee are the following :

Grade	Daily rate of pay
A	54,43 \$
B	57,50
C	60,56
1	63,62
2	66,69
3	69,76
4	72,82
5	75,89
6	78,95
7	82,02
8	85,09
9	88,15
10	91,22
11	94,28
12	97,35
13	100,41
14	103,48
15	106,55.

Amended in French D. 3726-80, 112 G.O.II, 1980, p.6659.

11. Travel and living expenses of a Class A contract employee are reimbursed in accordance with the *Règles sur les frais de déplacement du personnel engagé à hono-raires* (c. A-6, r.17).

§2. Class B contract employee

12. Class B contract employee means a sales agent who is remunerated according to a fixed daily fee and by a commission per insured person.

13. The daily fee paid to a Class B contract employee is fixed at 40 \$.

The total commission to which the Class B contract employee has a right per insured person regardless of the number of crop insurance contracts he sells to the latter is limited to 100 \$ per insurance year.

Taking into consideration this maximum commission of 100 \$ per insured person, the Régie is authorized to fix by resolution, each year, before the sales period, the commis-

sion percentage to be paid to its Class B contract employees per insurance programme and, where applicable, per agricultural zone.

14. The Grade B contract employee is responsible for his own travel and living expenses.

§3. Class C contract employee

15. A Class C contract employee is a sales agent who is remunerated exclusively on the basis of a commission for each insured person.

16. The total commission to which the Class C contract employee has a right per insured person, regardless of the number of insurance contracts that he sells to the latter, is limited to 100 \$ per insurance year.

Taking into consideration this maximum commission of 100 \$ per insured person, the Régie is authorized to fix by resolution, each year, before the sales period, the basic commission as well as the commission percentage, whichever the case, to be paid to its Class C contract employees per insurance programme.

17. The Grade C contract employee is responsible for his own travel and living expenses.

DIVISION V FINAL PROVISION

18. The contracts of employment between the Régie and class A, B, and C contract employees are those provided for in Schedules I, II and III.

SCHEDULE I (s. 18)

CONTRACT OF EMPLOYMENT BETWEEN THE RÉGIE DES ASSURANCES AGRICOLES DU QUÉBEC AND A CLASS A CONTRACT EMPLOYEE

The Régie des assurances agricoles du Québec, a body instituted under the Crop Insurance Act (R.S.Q., c. A-30), having its corporate seat at 352, avenue Saint-Sacrement in the city of Québec agrees to the following with
..... hereunder designated as a Class A contract employee :

1. The Régie agrees with respect to the Class A contract employee to :

(a) pay him, from the signing of this contract, a daily fee of \$, payable every 2 weeks upon presentation of a report of activity ;

(b) reimburse him for travel and living expenses according to the *Règles sur les frais de déplacement du personnel engagé à honoraires* (R.R.Q., c. A-6, r.17);

(c) pay the premium on the contract employee's life insurance policy as prescribed in the group insurance policy No. 1016 between the *Mutuelle-vie des fonctionnaires du Québec* and the Régie, when the agreement is made for at least one year;

(d) grant him, in the form of paid vacation, the equivalent of 6% of time worked;

(e) pay him 4 weeks salary when he cannot work because of long term disability, provided that the agreement is made for at least one year.

2. The Class A contract employee agrees with respect to the Régie to :

(a) follow the instructions given by the manager of the department for which he works and report on his activities to the Régie every 2 weeks;

(b) adhere to the group insurance policy No. 1016 between the *Mutuelle-vie des fonctionnaires du Québec* and the Régie and pay the premiums on the long term disability insurance plan and the health insurance plan, when the agreement is made for at least one year;

(c) furnish his professional services exclusively to the Régie during the length of the contract which is from to

(d) work a minimum of 8 hours per day worked;

(e) have the use of an automobile.

3. Notwithstanding paragraph c of section 2 of this contract, either party may terminate the contract by serving 30 days written notice on the other to this effect, where the contract of employment is signed for a minimum of one year and, in all other cases, 3 days written notice. In all cases of termination, under this section, no indemnity is due by either party.

Made and signed at

This day of in the year 19...

.....
Witness Class A contract employee

Made and approved at

This day of in the year 19...

.....
Witness Chairman of the Régie des assurances agricoles du Québec

SCHEDULE II

(s. 18)

CONTRACT OF EMPLOYMENT BETWEEN THE RÉGIE DES ASSURANCES AGRICOLES DU QUÉBEC AND A CLASS B CONTRACT EMPLOYEE

The Régie des assurances agricoles du Québec a body instituted under the Crop Insurance Act (R.S.Q., c. A-30), having its corporate seat at 352, avenue Saint-Sacrement, in the city of Québec, agrees to the following with . . . hereunder designated as a Class B contract employee :

1. The Régie agrees with respect to the Class B contract employee to :

(a) pay him, from the signing of the contract, a fixed daily fee of 40 \$, payable every 2 weeks upon presentation of a report of activity;

(b) pay him on the assessment of the insured person a commission not exceeding 100 \$ per insured person, according to the following conditions :

(c) grant him, in the form of paid vacation, the equivalent of 6% of time worked.

2. The Class B contract employee agrees with respect to the Régie to :

(a) follow the instructions given by the manager of the department for which he works and report of his activities to the Régie every 2 weeks;

(b) furnish his professional services exclusively to the Régie during the length of the contract which is from to

(c) work a minimum of 8 hours per day worked;

(d) reimburse to the Régie the commission prescribed in paragraph b of section 1 in this contract when the insured person does not make his assessment payment;

(e) have the use of an automobile;

(f) assume his own travel and living expenses.

3. Notwithstanding paragraph b of section 2 of this contract, one or the other of the parties may immediately terminate this contract by serving written notice on the other party without any indemnity due by either party.

Made and signed at

This day of in the year 19...

Witness

Class B contract employee

Made and approved at

This day of in the year 19...

Witness

Chairman of the Régie des assurances
agricoles du Québec

SCHEDULE III

(s. 18)

CONTRACT OF EMPLOYMENT BETWEEN THE RÉGIE DES ASSURANCE AGRICOLES DU QUÉBEC AND A CLASS C CONTRACT EMPLOYEE

The Régie des assurances agricoles du Québec, a body instituted under the Crop Insurance Act (R.S.Q., c. A-30), having its corporate seat at 352, avenue Saint-Sacrement, in the city of Québec, agrees to the following with hereunder designated as a Class C contract employee :

1. The Régie agrees with respect to the Class C contract employee to :

(a) pay him a basic commission of per insured person ;

(b) where applicable, pay him a commission on the assessment of the insured person that, when added to the basic commission, must not total more than 100 \$ per insured person, according to the following conditions : . .

2. The Class C contract employee agrees with respect to the Régie to :

(a) follow the instructions given by the manager of the department for which he works ;

(b) reimburse to the Régie the commissions prescribed in section 1 of this contract when the insured person does not make his assessment payment ;

(c) assume his own travel and living expenses.

3. One or the other of the parties may immediately terminate the contract by giving written notice to the other, without any indemnity due by either side.

Made and signed at

This day of in the year 19...

Witness

Class C contract employee

Made and approved at

This day of in the year 19...

Witness

Chairman of the Régie des assurances
agricoles du Québec



c. A-30, r.2

Regulation respecting applications for reviews of decisions by the Régie des assurances agricoles du Québec

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following words and expressions mean :

- (a) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (b) “regulation” : a regulation made under the Act ;
- (c) “Régie” : the Régie des assurances agricoles du Québec ;
- (d) “controller” : a member of the Régie ;
- (e) “applicant” : a producer within the meaning defined in the Act ;
- (f) “application for review” : application under which an applicant contests a decision of the Régie rendered pursuant to the Act or a regulation ;
- (g) “committee” : group of members accepted by the Régie for the purpose of analysing an application for review.

DIVISION II PRESENTATION AND ADMISSIBILITY OF AN APPLICATION FOR REVIEW

- 2.** Every applicant may submit an application for review.
- 3.** An application for review must be submitted on the form in Schedule A and must be mailed to the Régie, by registered or certified mail, at its corporate seat or to the regional office serving the territory in which the applicant resides.
- 4.** In addition to the conditions prescribed in section 3, an application for review shall be admissible provided that :
 - (a) it be filed with the Régie within 30 days of the date on which the contested decision was forwarded ;

- (b) the grounds on which it is founded by clearly set forth ;
- (c) it be accompanied, where applicable, by the documents or vouchers in support of his application ;
- (d) it be signed by the applicant or his mandatory.

DIVISION III COMPOSITION OF THE REVIEW COMMITTEE

5. The review committee shall consist of 3 members as follows :

- (a) 1 controller ;
- (b) 2 representatives whose names are submitted by associations or producer groups and who are appointed by the Régie pursuant to section 15 of the Act.

6. The controller, assisted by a secretary appointed by the Régie, shall preside over the committee.

DIVISION IV PROCESSING OF AN APPLICATION FOR REVIEW

7. Every application for review in accordance with Division II shall be subject to an analysis by the Régie.

The Régie, depending on the circumstances, shall order that the contested decision be sustained or rescinded.

8. The Régie shall entrust the analysis of an application for review, which complies with Division II and requires an inquiry on a question of fact, to a committee set up under Division III.

9. The committee shall study the decision which is the object of an application for review and shall make a recommendation on its sustaining or rescinding.

10. The recommendations recorded by the secretary and signed by all the members of the committee shall be transmitted without delay to the secretary of the Régie.

11. After having taken cognizance of the committee's recommendation, the Régie shall order that the contested decision be sustained or rescinded.

**DIVISION V
FINAL PROVISIONS**

12. The Régie may set up as many review committees as required.

13. The deliberations of the review committee must be held under the seal of confidentiality.

**SCHEDULE A
(s. 3)****APPLICATION FOR REVIEW FORM****Application for review**

Place : Date :

Regional Office of :

In reference to my insurance record bearing No.
....., I hereby wish to apply for a review of my
claim in respect of the following crop category :
.....

The grounds on which this application is founded are
the following :

.....
.....
.....
.....

Name :

Address :



c. A-30, r.3

Regulation respecting the internal management of the Régie des assurances agricoles du Québec

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I CORPORATE SEAT

1. The corporate seat of the Régie is situated at 352 Avenue Saint-Sacrement, Québec. It may be transferred, by a resolution of the Régie, to any other place in the same city or adjoining locality.

DIVISION II SITTINGS OF THE RÉGIE

2. The Régie shall meet as often as required, but at least once a month, at the corporate seat or at any other place in Québec fixed in the convocation.

3. Every sitting of the Régie shall be convened by the president or, if the president is unable to act by reason of absence or illness, by the vice-president.

The president is bound to convene a sitting of the Régie upon the written request of 3 members and if, within 48 hours following the receipt of their request, he does not accede thereto, the members may themselves convene the sitting.

4. Every convocation must be made in writing at least 3 clear days prior to the holding of the sitting and be mailed to each member at the latest address known to the secretary.

In case of emergency, the convocation may be made by telephone or telegram. The convocation deadline shall then be one clear day only.

5. The terms and conditions for convocation may be waived if all the members of the Régie agree thereto in writing.

6. The sittings of the Régie shall be chaired by the president or, if the latter is unable to act by reason of absence or illness, by the vice-president.

7. Three members including the president or the vice-president shall constitute a quorum of the Régie.

If the quorum has not been reached one half-hour after the time indicated on the notice of convocation, the sitting shall be postponed. A new notice of convocation shall then be sent.

However, the president or the vice-president, if the president is unable to act by reason of absence or illness, may extend such waiting period by not more than one half-hour if he so deems appropriate.

8. The decision of the Régie shall be taken by majority vote of the members present.

In the case of a tie-vote, the president, or the vice-president if the president is unable to act by reason of absence or illness, shall have a casting-vote on any matter submitted to the Régie.

The president or the vice-president, if the latter is unable to act by reason of absence or illness, may or may not exercise his right to a casting-vote.

9. Every sitting may be adjourned, by resolution, to a later date and a further notice of convocation shall not then be necessary.

DIVISION III DUTIES AND RESPONSABILITIES OF THE PRESIDENT AND GENERAL MANAGER

10. The president who is the general manager of the Régie shall be responsible for the administration of the Régie within the scope of its regulations.

11. The duties and responsibilities of the president and general manager are, *inter alia* :

- (a) to convene and chair the sittings of the Régie ;
- (b) to ensure that the decisions of the Régie are carried out ;
- (c) to exercise management and control of the administrative budget of the Régie ;
- (d) to direct and coordinate in particular the administrative policies of the Régie, but without restricting the generality of the foregoing, its financing, operating expenditures, administrative structures, the organizing and the operation of its various services, the recruiting and distribution of the tasks of its personnel.

12. The vice-president who is the assistant general manager of the Régie shall assume the duties and responsibilities of the president and general manager if the latter is unable to act by reason of absence or illness.

DIVISION IV DUTIES AND RESPONSIBILITIES OF THE SECRETARY

13. The duties and responsibilities of the secretary are, *inter alia* :

- (a) to give all notices of convocation ;
- (b) to draw up and retain the minutes of the sittings of the Régie ;
- (c) to keep the records ;
- (d) to certify with the president and general manager, or with the vice-president if the president is unable to act by reason of absence or illness, the minutes approved by the Régie ;
- (e) to keep up-to-date the complete list of the members of the Régie with their latest addresses ;
- (f) to perform any other duty or responsibility relating to his duties and also those which the Régie or the president may assign to him.

14. In addition to the duties set forth in section 13, the secretary shall act as treasurer and, in that capacity, shall assume the following responsibilities :

- (a) to collect the assessments of insured persons and government contributions which constitute the insurance fund ;
- (b) to make the deposits, in accordance with the recommendation of the Régie, required under section 72 of the Act ;
- (c) to sign jointly with the president cheques for the payment of compensations and indemnities.

DIVISION V COMMITTEE OF DIRECTORS

15. The committee of directors is composed of the directors of services and their assistants and such committee shall be directed by the president and general manager or the vice-president, if the president is unable to act by reason of absence or illness.

16. The committee of directors shall meet as often as required and at least once a month.

17. The main duties of the committee of directors shall be to promote the exchange of ideas with respect to the operation and coordination of the various services and to assist the president and general manager in the performance of the duties and responsibilities devolving upon him.



c. A-30, r.4

Regulation respecting the insurance of sugar beets

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following words and expressions mean :

- (a) “producer” : the owner, lessee or occupant of a cultivated farm ;
- (b) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (c) “Régie” : the Régie des assurances agricoles du Québec ;
- (d) “insured” : the producer who is eligible to receive or who holds an insurance certificate ;
- (e) “inspector” : any person authorized by the Régie to inspect crops and to make an individual appraisal ;
- (f) “yield” ; quantity of sugar beets expressed as a mass ;
- (g) “average yield” : yield determined in accordance with Division V ;
- (h) “insured yield” : yield which corresponds to 80% of the average yield ;
- (i) “actual yield” : yield determined in accordance with Division IX ;
- (j) “regional average” : the average yield weighted according to areas and calculated according to zones on an annual basis as well as on the cycle of the last 8 years of production ;
- (k) “plan of the farm” : document filed by a producer which delimits the areas of which he is the owner, lessee or occupant, including the area cultivated per field ;
- (l) “alteration of agricultural program” : change proposed by the insured to the application for insurance and which requires a revision of the insured yield or re-evaluation of the assessment payable ;

(m) “Refinery” : the Raffinerie de sucre du Québec.

DIVISION II ELIGIBILITY

2. The sugar beet crops produced under a contract for the Refinery shall be insurable under this Regulation.

3. The producer must insure the whole area cultivated in sugar beets.

4. In addition to the condition prescribed in section 3, the sugar beet crop shall be eligible for insurance where :

- (a) it is cultivated on an area of at least 2 hectares ;
- (b) it is delimited by means of a plan of the farm accepted by the Régie ;
- (c) it originates from varieties of seeds adapted to the zone and recommended by the Refinery ;
- (d) it is cultivated according to generally recognized and recommended techniques and standards.

DIVISION III PROTECTION

5. While in force, the insurance shall protect the sugar beet crop against a loss in yield resulting from the harmful effect of the following forces of nature :

- (a) snow ;
- (b) hail ;
- (c) hurricane ;
- (d) excessive rain ;
- (e) drought ;
- (f) frost ;
- (g) wild animals including birds ;
- (h) excessive wind ;
- (i) excessive humidity ;
- (j) excessive heat ;
- (k) flood, provided that it occurs while the insurance is in force and is an exceptional occurrence caused by one of the forces of nature listed above ;

(l) the following insects :

common cockchafer (*larva*) (*Melolontha Melolontha*)
 wireworms (*Agriote*)
 cut worm (*Scotia Segetum, Euxoa*)
 tarnished plant bug (*Lygus Lineolaris*)
 flea beetles (*Chaetocnema Tibialis*)
Scrobipalpa Ocellatella ;

(m) the following plant diseases :

black legs of beet (root rot) (*Phoma betae*)
 heart rot of beets (*Phoma betae & boron deficiency*)
 Cercospora leaf spot (*Cercospora beticola*)
 root rot (*Pythium debaryanum Phoma betae*).

6. Notwithstanding the list in paragraphs l and m of section 5, the sugar beet crop shall also be protected against a loss in yield resulting from the harmful effect of any insect or plant disease which occurs in the form of infestation or epidemic and which requires collective means of protection.

7. The insurance shall protect 80% of the average yield of the sugar beet crop.

DIVISION IV DURATION OF PROTECTION

8. The insurance shall be in force, every year, from the beginning of seeding, to the extent that it is possible, until the end of the lifting.

9. The sugar beet crop shall not be protected by the insurance when the seeding is completed after 31 May.

10. The sugar beet crop shall not be protected by the insurance for damage resulting from forces of nature which are covered but which occur after 31 October.

However, where it is impossible to complete the lifting by such date because of forces of nature which are covered but which occurred prior thereto and the insured complies with section 44, the protection shall be extended.

DIVISION V AVERAGE YIELD

11. The average yield, based on the data from the last 8 years and weighted according to areas, shall be established as follows :

(a) where a producer produces and insures sugar beets for the first year, according to the average he can obtain on

his own farm without ever exceeding the regional average determined annually by the Régie ;

(b) where a producer has yield data from the last 8 years, according to the average obtained on his own farm on the basis of the previous yields furnished by the Refinery ;

(c) where a producer has yield data for 5 years, 6 years or 7 years, according to the average obtained on his own farm during these 5, 6 or 7 years, on the basis of the previous yields furnished by the Refinery and by adding, for the missing year(s), the regional average readjusted proportionally to the producer's achievement, but without ever exceeding the limit of 130% of the regional average ;

(d) where a producer has yield data for 4 years, 3 years, 2 years or 1 year, according to the average obtained on his own farm during these 1, 2, 3 or 4 years, on the basis of the previous yields furnished by the Refinery and by adding, for the missing years, the regional average readjusted proportionally to the producer's achievement, but without ever exceeding the limit of 100% of the regional average ; if, during these first 4 years, a producer has a yield of less than 60% of the regional average, a maximum yield corresponding to 60% of the regional average shall be granted to him for the missing years ;

(e) starting in 1976, where during one year, a producer has abandoned, with the approval of the Régie a part or all of the seeded area for which the Régie paid an indemnity pursuant to sections 37 and 38, the average yield to which he is entitled for the part abandoned corresponds in percentage to the portion of the insurable value which has not been indemnified. However, where the areas abandoned are under 2 hectares or 30% of the total area, the yield shall be calculated by taking into account all the crop delivered to the Refinery and any area indicated in the insurance certificate.

12. Subject to the terms and conditions prescribed in section 52 of the Act, the Régie may, prior to the issuance of the insurance certificate, modify the average yield proposed in the application for insurance where, following inspection of the farm, it discovers deficiencies in the application of production and management techniques.

DIVISION VI

APPLICATION FOR INSURANCE AND INSURANCE CERTIFICATE

13. A producer who wishes to insure his sugar beet crop must, prior to 15 April of the year during which the protection will be in force, submit an application therefor to the Régie on the form prescribed for such purpose and pay the assessment payable.

14. The application for insurance accompanied by a plan of the farm must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the identification of the farm (cadastre number) ;
- (c) the status of the producer (owner, lessee or occupant) ;
- (d) the area cultivated and the average yield ;
- (e) the unit price selected by the producer ;
- (f) the assessment payable ;
- (g) the attestation by the producer of the accuracy of the information entered therein and also a commitment to furnish any other pertinent information and to comply with the Act and the Regulation ;
- (h) the date and place where it is completed and signed ; and
- (i) any other pertinent information for putting the insurance into effect.

15. The application for insurance must bear the signature of the producer or his employee as well as that of the representative authorized by the Régie.

16. When an application for insurance is submitted for the same crop by 2 or several persons, the Régie having permitted each person to express his views, shall issue a single insurance certificate in the name of the person who meets the definition of producer within the meaning of the Act.

17. The insurance certificate issued to the producer entitled thereto must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the area cultivated and the average yield ;
- (c) the yield insured, the value insured and the corresponding unit price ; and

(d) the assessment of the producer and the contribution of the Government.

18. The insurance certificate must bear the signature of the president and general manager of the Régie.

19. If 2 or several insurance certificates are issued to a producer, only the most recent shall be deemed to be in force.

20. Subject to the terms and conditions prescribed in section 52 of the Act, the application for insurance shall be cancelled and the assessment repaid where a producer refuses or cannot comply with the conditions under which an insurance certificate may be issued to him.

DIVISION VII

ALTERATION OF AGRICULTURAL PROGRAM

21. The insured, as soon as he alters an agricultural program, must notify the Régie thereof without delay and not later than 1 July of the year of the insurance.

22. The notice of an alteration of agricultural program may be given verbally or in writing. To be accepted, the notice given verbally must be confirmed in writing.

23. Even if notification is given in the prescribed time limit and form, the alteration of the agricultural program with respect to a sugar beet crop seeded after the date fixed in section 9 or cultivated on an acquired, leased or occupied area after the date fixed in section 13, shall not give rise to the protection offered by the insurance.

DIVISION VIII

NOTICE OF DAMAGE

24. When the insured discovers that any of the forces of nature contemplated in sections 5 and 6 produces effects that could reduce the yield of the insured crop, he must notify the Régie thereof without delay.

A notice of damage must be given every time any of these forces of nature produces such effects.

25. The notice of damage must be given at a time when it is possible for the Régie to make routine investigations on the field and prior to lifting operations.

26. Subject to section 25, the latest acceptable date for a first notice of damage is fixed at 31 October.

27. The notice of damage may be given verbally or in writing. To be valid, a verbal notice must be confirmed in writing by the producer.

28. The notice of damage must describe the area affected and the probable cause of the anticipated loss in yield.

29. The insured who fails to give notice of damage in the prescribed form and time limit cannot claim payment of an indemnity.

DIVISION IX VERIFICATION OF DAMAGE AND INDIVIDUAL APPRAISAL

30. Upon receipt of a notice of damage in compliance with Division VIII, the Régie shall carry out a verification of damages through an inspector.

31. The verification of damages permits verification of the area and the crop affected, an evaluation of the extent of the damage and the determination of its cause.

The inspector shall also indicate, in the report to be completed and signed by him, any information relevant to the assessment of the claim.

32. For the purpose of determining the actual yield of the damaged crop, the Régie shall make an individual appraisal of such crop through an inspector, by the sampling method. The Régie may also accept the data on the yields provided by the Refinery.

Appraisal of the crop in the field is carried out in accordance with the following methods and procedures :

(1) **Selection of sites to be sampled :** The sites to be sampled shall be selected at regular intervals by proceeding either in a diagonal or cross manner in order to cover the total area of the field or the part of the field to be appraised.

(2) **Taking of samples :**

(a) on each site selected, a length of 20 metres shall be marked off and the number of plants counted ;

(b) also, on each site a sample of a beet on every 5 plants shall be taken, weighed, and the average mass of the beet determined.

(3) **Computation of actual yield :**

(a) determination of the number of plants in the field. The length of the field in metres shall be divided by 20 and the figure obtained multiplied by the average number of plants in the 20 metres obtained in *a* (Taking of samples).

This result is then multiplied by the number of rows counted in the field ;

(b) this number of plants is then multiplied by the average mass of the beet computed in *b* (Taking of samples) ;

(c) this final result shall be reduced by 15% to take into account losses due to handling, evaporation and the addition of foreign elements in the crop, etc...

33. The actual yield of the sugar beet crop comprises, as the case may be :

(a) the quantity of crop sampled ;

(b) the quantity of crop delivered to the Refinery by the insured ;

(c) the quantity of crop lifted but not delivered to the Refinery ;

(d) the quantity of crop allowed for a non-insured cause.

DIVISION X INDEMNITY

34. For the purposes of application of the insurance program, the duration of the protection which extends from 15 April or from seeding until lifting or until 31 October, shall be divided into the 4 following stages :

(a) stage 1 : from 15 April or from seeding to 31 May ;

(b) stage 2 : from 1 June to 10 June ;

(c) stage 3 : from 11 June to 10 July ;

(d) stage 4 : from 11 July until lifting or to 31 October.

35. Stage 1, between 15 April and 31 May, shall be considered as the normal period for the seeding of sugar beets. If any damage to an area occurs during that stage to the point that it needs, according to the Régie, to be re-seeded, the insured is required to undertake such re-seeding subject to loss of his right to insurance for the part thus damaged.

Following a report on the carrying out of the work authorized and accepted by the Régie, the latter shall pay the insured a compensation established at 37 \$ per hectare for re-seeding the damaged area.

36. Stage 2, between 1 June and 10 June, shall be considered by the Régie as the limit of time for re-seeding sugar beets and, by way of exception, as the limit of time for the first seeding. If any damage to an area occurs dur-

ing that stage to the point that it needs, according to the Régie, to be re-seeded, the insured is required to undertake such re-seeding subject to loss of his right to insurance.

Following a report on the carrying out of the work authorized and accepted by the Régie, the latter shall pay the insured a compensation fixed at 37 \$ per hectare for re-seeding the damaged area.

However, during that stage the Régie may accept an abandonment in accordance with the conditions stipulated in paragraph *a* of section 37.

37. When an area is damaged during stage 3, between 11 June and 10 July, to the point that it needs, according to the Régie, the destruction or abandonment of all or part of the area seeded or re-seeded :

(a) an indemnity corresponding to 30% of the insured value for the area concerned is paid by the Régie, provided the damage is attributable to a force of nature indicated in section 5 and occurs specifically during the period comprised between 11 June and 20 June ;

(b) an indemnity corresponding to 40% of the insured value for the area concerned is paid by the Régie, provided the damage is attributable to a force of nature indicated in section 5 and occurs specifically during the period comprised between 21 June and 10 July ;

(c) the indemnities determined in paragraphs *a* and *b* are payable, provided that the destroyed area exceeds an undivided ½ hectare.

38. Any damage that occurs during stage 4, that is, between 11 July until lifting or up to 31 October, and requiring, according to the Régie the destruction or abandonment of all or part of the area seeded or re-seeded, shall entail a deduction of the cultivation fees avoided as a result of such destruction or abandonment from the indemnity payable.

39. The deduction for cultivation fees avoided is computed as follows :

<i>Operation avoided</i>	<i>Rate per hectare</i>
Lifting	125 \$.

40. Subject to the deduction for cultivation fees avoided, the indemnity to which the insured is entitled is determined according to the difference between the insured yield and the actual yield, valued on the basis of the unit price selected by the insured.

41. To claim payment of an indemnity, the insured must :

(a) have given the notice of damage without delay ; and

(b) have permitted the verification of damages and individual appraisal by the Régie.

42. Where a crop has been abandoned, accepted by the Régie, over a minimum area of 2 hectares or 30% of the total area, the coverage shall be modified in accordance with the area of the part not abandoned. Also, the yield of the part abandoned, determined by the appraisal described in section 32, shall be withdrawn from the total yield delivered to the Refinery.

DIVISION XI FINAL PROVISIONS

43. Where an insured abandons or destroys all or part of an area without the written authorization of the Régie, the insurance covering that area is cancelled and, if necessary, the insured yield is modified so as to cover only the areas still under cultivation. In such case, a revision of the insured yield does not entitle the insured to a repayment of assessment.

44. The insured who undertakes seeding between 20 May and 10 June must notify the Régie thereof without delay, specifying the date on which seeding was completed. To be valid, a verbal notice must be confirmed in writing by the producer.

45. As soon as the insured realizes that he cannot complete his seeding or lifting by the dates prescribed in sections 9 and 10, he must notify the Régie without delay, specifying the reasons therefor. To be valid, a verbal notice must be confirmed in writing by the producer.

46. If the harmful effect of one or other of the forces against which the crop is insured is caused by a third party, the Régie, in paying the indemnity, is entitled to obtain a transfer of the insured's rights of recourse against the third party and may, in taking an action in the name of the insured, invoke such rights.

47. Land cultivated on an occasional basis is land to which the producer does not give the attention and care normally required for such type of operation.

48. For the purposes of insurance of sugar beets, the Régie shall determine 2 zones in Québec which are delimited as follows :

(a) Zone 1, regrouping all the localities comprised within agricultural region No. 6 ;

(b) Zone 2, comprising the rest of Québec, where the cultivation of sugar beets is advised.

O.C. 1530-75, (1975) 107 O.G.II, 1335, 1741
O.C. 1033-76, (1976) 108 O.G.II, 1457, 2783
O.C. 2015-77, (1977) 109 O.G.II, 1565, 3461
O.C. 1776-79, (1979) 111 G.O., 6671
O.C. 1722-80, (1980) 112 G.O.II, 2987



c. A-30, r.5

Regulation respecting the insurance of blueberries

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (b) “Régie” : the Régie des assurances agricoles du Québec ;
- (c) “yield” : the quantity of crop expressed as a mass per hectare ;
- (d) “insured yield” : the yield which corresponds to 80% of the average yield ;
- (e) “average yield” : the yield determined for a blueberry field in accordance with the yield per hectare scale provided in Schedule B ;
- (f) “actual yield” : the yield established in accordance with Division V ;
- (g) “insurable value” : the product of the average yield multiplied by the unit price.

DIVISION II ELIGIBILITY

2. Blueberry crops cultivated on the area of a blueberry field during its first year of production, that is, the year immediately following the burning operation, are insured under this Regulation.

3. The crop contemplated in section 2 is eligible for insurance where :

- (a) the application for insurance is made in writing to the Régie by the producer prior to 1 January of the year in which such insurance shall be in force ;
- (b) the producer insures the whole area of the blueberry field for its first year of production, that is, the year immediately following the burning operation ;
- (c) the area burnt amounts to at least 80 hectares ;

(d) the limits of the blueberry field are marked off in accordance with a plan indicating :

- i. the lot number, cadastral division and range, where applicable, and the municipality in which the blueberry field is located ;
- ii. the total area of the blueberry field, the lot on which it is located and its localization on the said lot ;
- iii. the access roads to the blueberry field ;
- iv. the area burnt ;
- v. any other information required by the Régie ;

(e) it is cultivated in accordance with the directives and recommendations given by the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation in its programme to encourage the production and marketing of blueberries in Québec and entitled : *Auto-approvisionnement 1977* ;

(f) the producer undertakes to establish appropriate supervision at the time of picking ;

(g) the blueberry field has previously been inspected by the Régie.

DIVISION III PROTECTION

4. The insurance protects the crop for the first year of production, that is, the year immediately following the burning operation.

5. The insurance protects the blueberry crop against the harmful effects of the forces of nature enumerated in sections 24 and 59 of the Act.

6. The insurance covers 80% of the average yield established for each blueberry field, that is, the insured yield.

7. The blueberry crop is protected against a loss in yield due to the harmful effects of the following insects and plant diseases :

Insects

Leaf roller
(*Aroga trialbamaculella*)

Stem gall
(*Hemadas nubilipennis*)

Diseases

Red leaf
(*Exobasidium vaccinii*)

Witch's broom
(*Pucciniastrum goeppertianum*)

Mildew
(*Microspheera alni*)

Canker
(*Godronia cassandrea* or
fusicocum putrefaciens)

8. The insurance does not protect the crop against damage by the forces of nature that are covered in sections 5 and 7 but occur after 9 September.

9. If the crop has not been picked by 20 August, the insurable value decreases effective from that date in accordance with the percentages established in Schedule A.

DIVISION IV AVERAGE YIELD

10. The average yield of a blueberry field is based on the average production cost allocated for each operation of its cultivation programme calculated as yield per hectare in accordance with the rates provided for in Schedule B.

DIVISION V APPRAISAL

11. An appraisal is carried out by the Régie to determine the actual yield.

12. The appraisal is carried out by 3 inspectors appointed by the Régie, at the period of the growing season when the crop has reached optimum maturity.

13. Where that method cannot be applied, or does not give results permitting the Régie to verify and evaluate the actual yield, the Régie may use some other method of verification and evaluation.

14. When losses in yield caused by risks that are covered occur after an appraisal made by the Régie and before the final date for harvesting, the Régie must carry out another appraisal.

DIVISION VI INDEMNITY

15. The indemnity payable is determined by multiplying the insurable value by the percentage of the net loss obtained by dividing the net loss by the insured yield.

The net loss is equal to the insured yield less the actual yield.

DIVISION VII REPORT TO THE RÉGIE

16. In carrying out his cultivation programme, the insured person must, after each operation, advise the Régie thereof so that inspections may be made.

SCHEDULE A (s. 9)

DECREASING INSURABLE VALUE

Date	% of decrease of insurable value
20 August	4
21 August	9
22 August	14
23 August	18
24 August	23
25 August	27
26 August	32
27 August	36
28 August	41
29 August	46
30 August	50
31 August	54
1 September	59
2 September	64
3 September	68
4 September	73
5 September	77
6 September	82
7 September	86
8 September	91
9 September	96
10 September	100

SCHEDULE B (ss. 1 and 10)

AMOUNT OF AVERAGE YIELD IN CULTIVATION PROGRAMME

Fall burning	175 kg/ha
Spring burning	125 kg/ha
Mowing	90 kg/ha
Fertilization	80 kg/ha
Weed-killing (Comptonia (Sweetfran])	80 kg/ha
Weed-killing (Kalmia (Lambkill])	70 kg/ha
Pollination	70 kg/hive



c. A-30, r.6

Regulation respecting the insurance of cereals cultivated for seed

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Association” : the Canadian Seed Growers’ Association ;
- (b) “abandonment” : where an insured person renounces the insurance benefits with respect to a damaged field, subject to the conditions and compensation prescribed in subsection 4 of section 15 ;
- (c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;
- (d) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (e) “Régie” : the Régie des assurances agricoles du Québec ;
- (f) “pedigreed crop” : crop for which the Association has issued a certificate attesting its quality of foundation, registered or certified seed crop ;
- (g) “insured yield” : the quantity of crop which corresponds to 70% or 80% of the total yield in accordance with the percentage of protection selected by the producer ;
- (h) “average yield” : the yield per hectare determined in accordance with section 8 ;
- (i) “actual yield” : the quantity of crop, after cleaning, officially classified as pedigreed seed ;
- (j) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass at 15% moisture.

DIVISION II ELIGIBILITY

2. Categories : The following cereals cultivated for pedigreed seed are insurable under this Regulation :

- (a) category A : oats ;
- (b) category B : barley ;
- (c) category C : spring wheat.

3. A producer, prior to 30 April of the year in which protection shall be in force, may insure the category(ies) he has chosen to protect on condition, however, that the whole area cultivated in the category(ies) he has chosen to insure is insurable.

The minimum area for a category shall be 4 hectares.

4. Crop plan : The insured crops must be cultivated in accordance with the crop plan in conformity with the cultivation methods recommended by the Conseil des productions végétales du Québec (CPVQ). Moreover, the producer must comply with the rules and procedures of the Association, as specified in publication 6-77 entitled *Règlements et procédures pour la production de semences pédigrées*.

These insured crops must be disinfected by means of a product or a combination of products authorized for such purpose.

5. Production reports : The producer must provide the Régie with the production reports issued by the Association or the Division des produits végétaux, both to establish his past experience and to evaluate his performance for the current year of insurance.

The contemplated documents shall be, in particular :

- (a) the application for crop inspection and for admission to the Association ;
- (b) the crop inspection report ;
- (c) the refusal form following an inspection ;
- (d) the crop certificate ;
- (e) the seed testing certificate ;
- (f) the seeding certificate.

DIVISION III PROTECTION

6. Scope : The insurable crop categories shall be protected against :

(a) the harmful effects of the forces of nature contemplated in paragraphs *a* to *g* and in paragraph *j* of section 24 of the Act ;

(b) flood, provided it is an exceptional occurrence and was caused by a force of nature ;

(c) insects and uncontrollable plant diseases.

7. Duration : The crop shall not be protected by the insurance when the seeding of such crop exceeds the following dates :

(a) 20 May for spring wheat ;

(b) 1 June for oats ;

(c) 5 June for barley.

The crop shall not be protected by the insurance for damage resulting after the final date for harvesting which is fixed at 15 September.

However, the Régie may extend the protection in the cases provided for in the second paragraph of section 25 of the Act if an insured person notifies the Régie of his delay in completing the harvest and if he promptly specifies the cause.

8. Average yield : Where a producer insures his crop for a first, second or third time with the Régie during the last 6 years, the average yield is determined upon the filing of supporting documents ; it shall not exceed 2 300 kilograms per hectare for oats and 2 700 kilograms per hectare for barley and wheat.

Where a producer has had 3 or more years of experience with the Régie during the last 6 years, the average yield is limited to the average of the actual yields obtained.

9. Alteration of agricultural program : The insured person may change the cultivated and insured areas provided he submits his application therefor prior to 1 July. The Régie shall verify the eligibility of the new areas and re-evaluate, where applicable, the insured yield and the assessment payable. No increase in area on the land rented after 1 April of the year of insurance shall be eligible.

10. Percentage of protection : The insurance shall cover 70% or 80% of the total yield. However, the option for protection shall be restricted to 70% where a producer joins the program for the first time.

DIVISION IV NOTICE OF DAMAGE

11. Period for giving notice :

(1) The deadline for giving a notice of damage for de-classification as a pedigreed seed is fixed at 31 January following the year of insurance. The notice must be accompanied by a testing certificate issued officially by the Division des produits végétaux.

(2) On the other hand, if visible damage occurs while the crop is still standing, the producer must notify the Régie immediately so that it may establish on the site the probable cause for damage. In such case, subject to the second paragraph of section 25 of the Act, the deadline for serving a notice of damage shall be determined by the final date of the harvest.

The insured person must serve a notice of damage each time damage is caused.

12. Content : A notice of damage must indicate the category of crop affected, the probable cause, the extent of the damage and the date on which it occurred. A notice of damage given verbally is valid only if it is confirmed in writing as soon as possible by the insured person.

DIVISION V APPRAISAL

13. If, for an insured category, damage occurs prior to the crop deadline while the insured crop is still standing, the Régie shall make an individual appraisal by the sampling method.

Where the method of sampling in the field cannot be applied to obtain the results required, the Régie may make an appraisal by any other means that permits it to control or evaluate the loss in yield.

14. Sampling of the crop in the field shall be carried out in accordance with the following methods and procedures :

(a) **determination of sites to be sampled :** given the area of the field, the co-ordinates of the sites to be sampled are established by means of the table of random numbers ;

(b) **taking of samples** : the quantity of crops on each of the sites to be sampled is taken by means of standard measuring instruments ;

(c) **analysis of samples and computation of yield** : the samples taken on the sites are weighed and a moisture test is made ; this weight is then adjusted, where necessary, so that it corresponds in quantity to cereals containing 15% moisture. Yield per hectare is extrapolated from the yield so obtained on the area sampled.

DIVISION VI INDEMNITY

15. (1) The compensation rates per hectare for the operations carried out are :

(a) urgent work :	(b) special protection :
disking : 8,00 \$/ha	6,40 \$/ha
harrowing : 10,00 \$/ha	8,00 \$/ha
plowing : 25,00 \$/ha	20,00 \$/ha
rolling : 4,00 \$/ha	3,20 \$/ha
seeding of cereals : 35,00 \$/ha	

(2) **Special protection** : When the harmful effects of a force of nature prevent the insured person from undertaking or completing his seeding prior to the final date for seeding, he shall be entitled to the aforesaid compensations for the work carried out.

Moreover, he shall be entitled to 100% of the cost of nitrogen fertilizers and to 20% of the cost of potassium and phosphate fertilizers applied before the final date for seeding, in accordance with the recommendations of the CPVQ. Supporting documents must be filed with the Régie.

Upon payment of compensation for unseeded areas, the insurance shall be cancelled for the said areas.

However, if the seeding deadlines for another insurable cereal have not been exceeded, the producer may insure the said cereal.

(3) **Emergency measures** : A producer is always bound to carry out the necessary emergency measures to prevent or reduce a loss or a decrease in yield.

Emergency measures authorized by the Régie and carried out in accordance with its recommendations shall be compensated at the rates provided for in subsection 1.

However, if the producer fails to carry out the recommended measures, no compensation shall be paid and the insurance shall be cancelled for the areas concerned.

(4) **Abandonment** : An insured person who obtains written authorization of the Régie to abandon a damaged field receives a maximum lump sum equal to 80% of the insured value of the field.

(5) **Decrease in yield** : A decrease in yield is computed in accordance with the difference in mass between the insured yield and the yield which corresponds to the quantity accepted as pedigreed seed.

The indemnity to which the insured person is entitled shall be established in relation to the decrease in yield and the unit prices fixed for each category pursuant to section 62 of the Act.

For every crop or part thereof actually produced and declassified as pedigreed seed for the causes covered, a recuperation value of 99 \$ per 1 000 kilograms shall be applied.

(6) **Harvest fees avoided** : Subject to the abandonment clauses, any harvest that has not been completed on the date prescribed shall be subject to an indemnity reduction for harvest fees avoided, at a rate of 15 \$ per hectare.



c. A-30, r.7

Regulation respecting the insurance of commercial crop cereal

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “abandonment” : the fact that an insured person renounces the insurance benefits with respect to a damaged field, subject to the conditions and compensation prescribed in subsection 4 of section 15 ;

(b) “insured person” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;

(d) “loss index” : the relation between the indemnity paid by the Régie and the premium collected ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “Régie” : the Régie des assurances agricoles du Québec ;

(g) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass at 15% moisture ;

(h) “insured yield” : the quantity of the crop which corresponds to 70% or 80% of the total yield according to the percentage chosen by the producer ;

(i) “average yield” : the yield per hectare established in accordance with section 7 ;

(j) “actual yield” : the yield determined by an individual appraisal.

DIVISION II ELIGIBILITY

2. **Categories :** The following categories of cereal intended for harvesting as cereal are insurable under this Regulation :

- (a) oats ;
- (b) barley ;
- (c) spring wheat.

3. A producer may before 30 April of the year that the protection will be in force, insure the category or categories of his choice, however he must insure the whole area under cultivation in the category or categories that he has elected to insure.

Land rented after 30 April or cultivated on an occasional basis is not eligible for insurance.

The minimum area for a category is 4 hectares.

4. Crop plan : Insured crops must be cultivated in accordance with a crop plan in conformity with the techniques recommended by the Conseil des productions végétales du Québec.

DIVISION III PROTECTION

5. Scope : Insurable categories of crops are protected against :

(a) the harmful effect of the forces contemplated in paragraphs a to g and in paragraph j of section 24 of the Act ;

(b) flood, where it is an exceptional occurrence and is caused by a force of nature ;

(c) insects and uncontrollable plant diseases.

6. Duration :

(1) Protection begins with seeding and continues until 25 September, the final date set for harvest.

The crop is not protected by the insurance where seeding is completed after the following dates :

- (a) 1 June for spring wheat ;
- (b) 15 June for oats and barley.

(2) The Régie may extend the protection beyond the final dates in the cases provided for in the second paragraph of section 25 of the Act if an insured person notifies

the Régie in writing of his delay in carrying out his harvest and if he promptly specifies the cause thereof.

7. Average yield : Where a producer insures his crop for a first, second or third time with the Régie during the last 6 years, the average yield is determined upon the filing of supporting documents ; it shall not exceed 2 300 kilograms per hectare for oats and 2 700 kilograms per hectare for barley and wheat.

Where a producer has had more than 3 years of experience with the Régie during the last 6 years, the average yield is limited to the average of the actual yields obtained.

8. Alteration of agricultural programme : An insured person may change the areas cultivated and insured provided that he submits his application therefor before 1 July. The Régie shall verify the eligibility of the new areas and reevaluate, where applicable, the insured yield and the assessment payable.

9. Percentage of protection : The insurance shall protect 70% or 80% of the total yield at the producer's choice.

DIVISION IV NOTICE OF DAMAGE

10. Period for giving notice :

(1) As soon as a producer ascertains that one of the insured causes has damaged a crop, he must notify the Régie immediately so that the representative of the Régie may ascertain the cause of damage and make the appraisal while the crop is still standing.

(2) The insured person must formulate a notice of damage each time that damage occurs.

(3) The expiry date for giving a notice of damage is determined by the final date of the harvest.

11. Content : A notice of damage must indicate the category of crop affected, the probable cause and the extent of damage and, where applicable, the date on which the damage occurred. To be accepted, a notice of damage given verbally is valid only if it is confirmed in writing by the insured person as soon as possible.

DIVISION V APPRAISAL

12. For the purpose of determining the actual yield of the damaged crop, the Régie shall carry out an individual appraisal of the crop through an inspector.

13. The individual appraisal is made by the method of sampling crop in the field.

Where the method of sampling crop in the field cannot be applied or does not permit the obtention of the required results, the individual appraisal may be carried out by an actual count of the crop that has been garnered, silaged or delivered.

14. Sampling of the crop in the field is carried out in accordance with the following methods and procedures :

(a) **determination of the sites to be sampled :** when the area of the field is known, the co-ordinates of the sites to be sampled are established by means of the table of random numbers ;

(b) **taking of samples :** the quantity of the crop on each of the sites to be sampled shall be taken by means of standard measuring instruments

(c) **analysis of samples and computation of actual yield :** the samples taken on the sites are weighed and a moisture test is made ; this weight is then adjusted, where necessary, so that it corresponds in quantity to cereals containing 15% moisture. The actual yield thus obtained on the area sampled is extended to obtain the actual yield per hectare.

DIVISION VI INDEMNITY

15. (1) The compensation rates per hectare for the operations carried out are :

(a) emergency measures :	(b) special protection :
disking : 8,00 \$/ha	6,40 \$/ha
harrowing : 10,00 \$/ha	8,00 \$/ha
plowing : 25,00 \$/ha	20,00 \$/ha
rolling : 4,00 \$/ha	3,20 \$/ha
seeding of cereals : 30,00 \$/ha	

(2) **Special protection :** Where the harmful effect of a force of nature prevents the insured person from completing his seeding, the insured person shall be entitled to the aforementioned compensation for the measures carried out.

He shall also be entitled to 100% of the cost of nitrogenous fertilizers and to 20% of the cost of potassium and phosphated fertilizers applied before the final date of seeding in accordance with the recommendations of the Conseil des productions végétales du Québec. However, supporting documents must be filed with the Régie.

Upon payment of compensation for unseeded areas, the insurance shall be cancelled for the said areas.

If, however, the seeding of another insurable crop in the same category does not exceed the expiry dates, the insured person is bound to carry out the said cultivation. By altering the programme, the Régie will determine the new average yield and will adjust, where applicable, the assessment payable. In such case, no compensation is paid.

(3) **Emergency measures** : A producer is always bound to carry out the necessary emergency measures to prevent the harmful effects of a cause of damage from affecting the yield.

Emergency measures authorized by the Régie and carried out in accordance with its recommendations are compensated at the rates provided for in subsection 1.

However, if the producer fails to carry out the recommended measures, no compensation is paid and the insurance is cancelled for the areas concerned.

(4) **Abandonment** : An insured person who obtains written authorization of the Régie to abandon a damaged field receives a maximum lump sum equal to 80% of the insured value of the field.

(5) **Decrease in yield** : In the case of a loss in yield due to the harmful effects of one of the forces of nature referred to in section 24 of the Act, the indemnity to which an insured person is entitled is computed according to the difference in mass between the insured yield and the actual yield valued on the basis of the unit price fixed by the Régie.

Such indemnity may not exceed the insured value under any circumstances.

(6) **Harvest fees avoided** : Any harvest which is the subject of an indemnization and which was not completed on the date prescribed is subject to an indemnity deduction for the harvest fees avoided, at the following rate : cereals : 15 \$ per hectare.

O.C. 1778-79, (1979) 111 G.O., 6665

O.C. 2268-80, (1980) 112 G.O.II, 3519 and 3521



c. A-30, r.8

Regulation respecting the insurance of greenhouse crops

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following words and expressions mean :

(a) “abandonment” : the fact that an insured renounces the insurance benefits with respect to a damaged crop, on the conditions and at the compensation prescribed in section 20 ;

(b) “insured” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “sheltered crop” : greenhouse crop of plants to be sold while fresh ;

(d) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(e) “alteration of agricultural programme” : a change proposed by the insured on the application for insurance and requiring a revision on the insured value and the assessment payable ;

(f) “Régie” : the Régie des assurances agricoles du Québec ;

(g) “yield” : value of the crop, per square metre, expressed in dollars and corresponding to the unit prices fixed in accordance with the parameters established in Schedule 1 ;

(h) “insurable value” : the value that corresponds to the product of the unit price fixed annually by the Régie multiplied by the area insured ;

(i) “insured value” : the value that corresponds to 80% of the insurable value ;

(j) “net loss” : percentage of damage exceeding 20% that applies to the damaged area.

DIVISION II ELIGIBILITY

2. Under this Regulation the following categories of sheltered crops are insurable :

- (a) lettuce ;
- (b) cucumbers ;
- (c) tomatoes.

3. The producer must insure all of each of the categories that he elects to insure.

4. The insured must possess all of the normal equipment to take good care of his production in accordance with the standards prescribed by the Conseil des productions végétales du Québec, hereafter called the CPVQ in the guide *Agdex 290 — Légumes de serre : Publication 341* in particular :

- (a) a permanently installed emergency generator ;
- (b) an adequate heating system ;
- (c) an adequate ventilation system ;
- (d) an alarm and temperature control system ;
- (e) a tepid water supply system ;
- (f) phytosanitary equipment.

5. The greenhouse must be located on a site 50 centimetres higher than the springtime underground water level and furnished with peripheral drainage in accordance with the standards of the CPVQ or those accepted by the Régie.

6. In addition to the condition prescribed in section 3, a categorie of sheltered crop is eligible for insurance if :

(a) it is grown on a minimum surface of 150 square metres (2 000 square feet) ;

(b) it is cultivated from seed varieties that conform to the requirements of the Seeds Act (R.S.C., 1970, c. S-7), and are recommended by the CPVQ or accepted by the Régie ;

(c) it is grown in accordance with the techniques and standards recommended by the CPVQ (*Agdex 290 — Légumes de serre*) or accepted by the Régie.

DIVISION III PROTECTION AND LENGTH OF PROTECTION

7. The insurance, while it is in force, protects the insured category against loss in yield attributable to the harmful effect of the following forces of nature :

(a) snow, hail, excessive rain, frost, excessive wind, excessive humidity and excessive heat ;

(b) plant diseases that become uncontrollable due to the fact that they appear in the form of an epidemic despite good management practices recognized by the Régie ;

(c) flooding, provided that it occurs while the insurance is in force and that it constitutes an exceptional event caused by one of the abovementioned forces of nature.

8. The insurance is in force, each year, from the beginning of planting in the greenhouse until the end of the harvest in accordance with the programme established in Schedule 1.

DIVISION IV APPLICATION FOR INSURANCE AND ALTERATION OF PROGRAMME

9. A producer wishing to insure his sheltered crops must, at least 30 days before the transplanting, apply to the Régie for such and pay the assessment payable.

10. Subject to the terms and conditions provided for in section 52 of the Act, the application for insurance is cancelled and the assessment reimbursed when a producer refuses or is unable to comply with the conditions under which an insurance certificate may be issued to him.

11. The insured, as soon as he undertakes an alteration of an agricultural programme, must inform the Régie thereof without delay.

12. The notice of alteration of an agricultural programme must be given in writing. Any verbal notice, to be valid, must be confirmed in writing by the insured.

13. Subject to the terms and conditions provided for in section 52 of the Act, the Régie may, before issuing an insurance certificate, alter the insured value proposed in the application for insurance when, following an inspection of the farm, it ascertains deficiencies in the application of production and management techniques.

DIVISION V NOTICE OF DAMAGE

14. The insured, as soon as he ascertains that the insured sheltered crop has suffered damage, must notify the Régie thereof as soon as possible in order to permit the latter to ascertain the damage, identify its cause and, where applicable, to undertake an appraisal of the crop.

The insured must give a notice of damage every time that a cause of damage occurs.

15. The notice of damage must be given in writing. Any verbal notice, to be valid must be confirmed in writing by the insured.

16. The notice of damage must indicate the crop damaged, the area affected and the probable cause of loss of yield.

17. The insured who neglects to give a notice of damage, in the prescribed form and period, loses his right to any indemnity.

DIVISION VI APPRAISAL, ABANDONMENT AND INDEMNITY

18. To determine the loss suffered with respect to each insured category of sheltered crop, the Régie undertakes an appraisal of the crop.

19. An abandonment, before maturity, as a result of covered forces of nature, agreed to by the Régie, may be compensated for expenses incurred by the insured, duly demanded from the Régie by supporting documents, if such expenses do not exceed 80% of the insured value.

20. The indemnity to which the insured is entitled, for each insured category of sheltered crop having suffered a net loss, is calculated by multiplying the net loss determined at the time of the appraisal by the yield. This unit result obtained is multiplied in turn by the total of the damaged area.

DIVISION VII EMERGENCY WORK

21. Urgent work that may be entitled to compensation during production and harvesting periods is classified as follows :

(a) **retransplanting** : rate per square metre :

i. cucumber (Eu.)	0,81 \$;
ii. tomatoes	0,81 ;
iii. lettuce	0,32 .

(b) **emergency work** : in accordance with the amount agreed to by the Régie for work that it is necessary to carry out without delay to avoid or reduce a loss in yield.

22. When an insured has been authorized by the Régie to carry out urgent work under this Regulation and applying to an area greater than 20 square metres, the Régie, after inspecting and approving such urgent work, will pay upon presentation of vouchers the approved costs.

SCHEDULE 1

(s. 8)

TABLE 1

Greenhouse tomatoes

Unit price according to the production period
Dollars per square metre

Weeks	Sowing (from 1 Oct. to 31 Mar.)	Sowing (from 1 April to 30 Sept.)
1	0	0
2	0	0
3	0	0
4	0	0
5	5,70 \$	5,60 \$
6	5,92	5,81
7	6,24	5,92
8	6,67	6,03
9	7,10	6,24
10	7,53	6,35
11	8,07	6,57
12	8,61	6,78
13	9,15	7,00
14	9,69	7,32
15	10,23	7,53
16	10,76	7,75
17	11,19	7,86
18	11,63	8,07
19	11,95	8,29
20	12,16	8,50
21	11,95	8,40
22	11,63	8,18
23	10,76	7,75
24	9,69	7,21
25	8,61	6,57
26	7,32	5,92
27	6,24	5,17
28	4,95	4,52
29	3,77	3,55
30	2,15	2,15
31	0	0

TABLE 2

Greenhouse cucumber

Price according to production period
Dollars per square metre

Weeks	Sowing (from 1 Oct. to 31 Mar.)	Sowing (from 1 April to 30 Sept.)
1	0	0
2	0	0
3	0	0

4	6,89 \$	6,89 \$
5	8,07	7,75
6	8,72	7,97
7	9,36	8,29
8	10,12	8,72
9	10,01	8,40
10	9,69	7,97
11	9,58	7,86
12	9,36	7,64
13	8,83	7,21
14	8,29	6,78
15	7,53	6,24
16	6,57	5,49
17	5,92	5,27
18	4,31	5,06
19	3,98	4,41
20	3,55	3,98
21	3,01	3,44
22	2,48	2,91
23	1,83	2,26
24	1,29	1,51
25	0,65	0,86

TABLE 3

Greenhouse lettuce

Unit price according to production period
Dollars per square metre

Weeks	Sowing (from 1 Oct. to 31 March)	Sowing (from 1 April to 30 Sept.)
1	0	0
2	0	0
3	0	0
4	0	0
5	0	0
6	0	0
7	5,92 \$	5,92 \$
8	6,78	6,35
9	7,64	6,78
10	8,61	7,54
11	9,47	8,18
12	10,12	8,72
13	10,87	9,26
14	11,62	10,01
15	9,80	8,45
16	6,35	5,49
17	1,72	1,51



c. A-30, r.9

Regulation respecting the insurance of strawberry fields and raspberry fields

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following terms mean :

(a) “abandonment” : the fact that an insured person renounces insurance benefits with respect to a damaged field, subject to the conditions and compensation prescribed in section 20 ;

(b) “field” : an undivided area representing more than 20% of the insured category or equal to 1/2 hectare or more ;

(c) “strawberry field” : land on which strawberries are planted ;

(d) “raspberry field” : land on which raspberries are planted ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “Régie” : the Régie des assurances agricoles du Québec ;

(g) “average yield” : the yield determined by the Régie pursuant to the third paragraph of section 47 of the Act ;

(h) “insurable value” : the value established in accordance with section 8 ;

(i) “insured value” : the value established in accordance with section 9.

DIVISION II ELIGIBILITY

2. **Categories :** The following categories of crops are insurable under this Regulation :

- (a) strawberry fields in their first year of planting ;
- (b) strawberry fields in their first year of production ;
- (c) strawberry fields in their second year of production and thereafter ;

(d) raspberry fields in their first and second years of planting ;

(e) raspberry fields in their year of production.

3. **Application for insurance :** A producer who wishes to insure his strawberry or raspberry field must, before 1 November, apply therefor to the Régie and pay the assessment payable. The minimum area for each category is one-half hectare.

4. **Crop plan :** All categories of insured crops must be cultivated in accordance with a crop plan, in compliance with the techniques recommended by the Conseil des productions végétales du Québec.

5. **Inspection :** All insured categories in production must be inspected by the Régie beforehand.

DIVISION III PROTECTION

6. **Scope :**

(1) Categories in their year of planting are insured against the harmful effects of the forces of nature provided for in section 24 of the Act.

(2) Categories in the year of production are insured against the harmful effects of snow, hail, hurricanes, draught, frost on blossoms, wild animals, winter kill, unusual flooding, insects and uncontrollable plant diseases.

(3) A producer who avails himself of the assessment rate for irrigated fields is not protected against drought.

7. **Duration :** The insurance is in force from 1 November of a given year to 31 October of the next.

8. **Average yield :** The average yield corresponds to the insurable value that is the product of the unit price of the category of the area concerned.

9. **Percentage of protection :** The insurance protects 80% of the insurable value.

10. **Change in agricultural programme :** An insured person may change the areas that are cultivated and in-

sured provided that he applies therefor before 1 July. The Régie verifies the eligibility of the new areas and, where applicable, reevaluates the insured yield and the assessment payable.

DIVISION IV NOTICE OF DAMAGE

11. Period for giving notice :

(1) As soon as a producer discovers that a crop has been damaged by an insured cause, he must notify the Régie immediately so that the representative of the Régie may ascertain the cause of damage and make the appraisal while the crop is still standing.

(2) An insured person must give a notice of damage each time damage occurs.

(3) The deadline for giving a notice of damage for winter kill is 1 June.

12. Content : A notice of damage must indicate the category of crop affected, the probable cause and the extent of damage and, where applicable, the date on which the damage occurred. To be accepted, a notice of damage given verbally must be confirmed by the insured person in writing as soon as possible.

DIVISION V APPRAISAL

13. To determine the actual value of the damaged crop, the Régie has the crop appraised individually by an inspector.

14. Individual appraisal is made by sampling the crop in the field.

15. Sampling a strawberry field consists in choosing, by means of a table of random numbers, no fewer than 5 sites 15 metres long on which are determined the number of stools, the density of the foliage, the number of rooted runners and any other technical data pertinent to determining the extent of the damage.

16. Sampling a raspberry field consists in choosing, by means of a table of random numbers, no fewer than 5 sites 3 metres long on which are determined the percentage of dead or damaged stems and any other technical data pertinent to determining the extent of the damage.

17. Where sampling a crop in the field is impossible or does not enable the results required to be obtained, the Régie may make an appraisal by any other means that allow the loss to be inspected or evaluated.

DIVISION VI INDEMNITY

18. Compensation for emergency measures : Where the extent of damage exceeds 10%, the producer is entitled to indemnity based on the following maximum rates :

(a) plowing :	25 \$/ha ;
(b) harrowing :	10 \$/ha ;
(c) fertilization :	165 \$/ha ;
(d) planting :	775 \$/ha ;
(e) weeding :	25 \$/ha ;
(f) pesticides :	225 \$/ha .

However, a 10% franchise may be deducted from the total costs incurred.

19. Compensation for decreased yield : In case of loss, the indemnity to which an insured person is entitled is established on the basis of the difference between the insured value and the actual value of the strawberry or raspberry field damaged in the way determined by appraisal.

20. Abandonment : If major damages occur during the year, a producer may request abandonment for a damaged field.

Upon acceptance by the Régie, the producer will receive a lump sum not exceeding 80% of the insured value.

In the event of abandonment, the field must always be destroyed.



c. A-30, r.10

Regulation respecting the insurance of market-garden vegetables

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “market-garden vegetables” : vegetables grown to be sold while fresh and vegetables grown for processing, with the exception of those already insured under the Regulation respecting the insurance of vegetables for processing (c. A-30, r.11) ;

(b) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(c) “alteration of agricultural programme” : a change proposed by the insured person on the application for insurance and requiring a revision of the insured value and the assessment payable ;

(d) “Régie” : the Régie des assurances agricoles du Québec ;

(e) “yield” : in the value of the crop per hectare, expressed in dollars and corresponding to the unit prices fixed annually by the Régie ;

(f) “insured value” : the value that corresponds to 80% of the yield multiplied by the insured area ;

(g) “abandonment” : the fact that an insured person renounces the insurance benefits with respect to a damaged field, under the conditions and compensation prescribed in section 18.

DIVISION II ELIGIBILITY

2. Under this Regulation market-garden vegetables in the following 5 categories are insurable :

(a) **root vegetables** : carrots, organic soil carrots, beets, turnips, rutabagas, parsnips, radishes, salsify, onions, green onions, small onions, garlic, leeks and shallots ;

(b) **leafy vegetables** : broccoli, celery, spinach, lettuce, parsley, endives, cabbage, brussels sprouts, chinese cabbage, cauliflower ;

(c) **fruit vegetables** : eggplant, pumpkins, cucumbers, transplanted cucumbers, gherkins, squash, melons, transplanted melons, peppers, tomatoes, zucchinis, transplanted zucchinis, and ground cherries ;

(d) **miscellaneous vegetables** : sweet corn, snap beans, white beans, soya beans, peas and broad beans ;

(e) **perennial vegetables** : rhubarb and asparagus.

3. A producer may elect to insure one or several of the categories of market-garden vegetables specified in section 2, but he must insure all the varieties of market-garden vegetables cultivated by him that are included in the category or categories that he has elected to insure, except if the area of a variety covers 10 hectares or more.

4. In addition to the condition provided for in section 3, a variety of market-garden vegetables included in a category is eligible for insurance if :

(a) it is cultivated on a minimum area of one-half a hectare ;

(b) it is cultivated from seed varieties that conform to the requirements of the Seeds Act (R.S.C., 1970, c. S-7), and are recommended by the Conseil des productions végétales du Québec (CPVQ) or accepted by the Régie ;

(c) it is cultivated in accordance with the techniques and standards recommended by the CPVQ or accepted by the Régie.

DIVISION III PROTECTION AND LENGTH OF PROTECTION

5. The insurance, while in force, protects the insured category against loss in yield attributable to the harmful effects of the following forces of nature :

(a) snow, hail, hurricane, excessive rain, drought, freezing, wild animals including birds, excessive wind, excessive humidity or excessive heat ;

(b) insects and plant diseases that become uncontrollable due to the fact that, in the opinion of the Régie, they appear to constitute an invasion or an epidemic ;

(c) flooding, if it occurs while the insurance is in force and constitutes an exceptional event caused by one of the abovementioned forces of nature ;

(d) freezing of the soil, in the case of perennial vegetables only, provided such vegetables were insured the preceding year.

6. The insurance protects the insured value of each variety of market-garden vegetable insured under a category that is being insured.

7. Subject to the provisions respecting freezing of the soil in section 5, the insurance is in force each year from the beginning of seeding or planting in the field until harvesting is completed.

For root vegetables and leafy vegetables (categories a and b), the final date for harvesting is fixed at 1 November of the insurance year.

For fruit vegetables and miscellaneous vegetables (categories c and d), the final dates for harvesting are established as follows according to the agricultural regions of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation as classified in the brochure entitled "*Les régions agricoles du Québec*" number QA38 E36-8.

Region	Final Harvesting date
1A Lower St. Lawrence, not including the counties of Kamouraska and Témiscouata	21 September
1B Counties of Kamouraska, Témiscouata, Montmagny and L'Islet	25 September
2 North and South shores of the St. Lawrence, not including the counties of Montmagny and L'Islet	23 September
3 Congruent with Agricultural Region No. 3	26 September
4 Congruent with Agricultural Region No. 4	9 October
5 Congruent with Agricultural Region No. 5	25 September
6 Congruent with Agricultural Region No. 6	8 October
7A Vaudreuil-Soulanges	25 October
7B Southwest of Montréal	30 September
8 Congruent with Agricultural Region No. 8	24 September
9 Congruent with Agricultural Region No. 9	21 September
10 Congruent with Agricultural Region No.10	30 September
11 Congruent with Agricultural Region No.11	2 October
12 Congruent with Agricultural Region No.12	24 September

Référence : Publication of the Ministère de l'Energie et des Ressources (1967) M-23 entitled "*Probabilités de gel au Québec*".

DIVISION IV

APPLICATION FOR INSURANCE AND ALTERATION OF PROGRAMME

8. A producer who wishes to insure his market-garden vegetables must, before 30 April, apply therefor to the Régie and pay the assessment payable.

9. Subject to the terms and conditions provided for in section 52 of the Act, the application for insurance is cancelled and the assessment reimbursed where a producer refuses or is unable to comply with the conditions under which an insurance certificate may be issued him.

10. The insured, as soon as he undertakes an alteration of an agricultural programme, must inform the Régie thereof without delay and no later than 1 July of the insurance year.

11. The notice of an alteration of agricultural programme must be given in writing. To be accepted, a verbal notice must be confirmed in writing by the insured.

DIVISION V

NOTICE OF DAMAGE

12. As soon as an insured crop is affected during the season, the insured person must inform the Régie thereof as soon as possible, under penalty of losing his right to any indemnity. A notice of damage must be given every time that damage occurs.

13. The notice of damage must be given in time to allow the Régie to carry out routine investigations and to determine the causes of the loss before urgent work is carried out or the crop is harvested.

14. The notice of damage must be given in writing. To be valid, a verbal notice must be confirmed in writing by the insured person.

15. The notice of damage must indicate the crop damaged, the area affected and the probable cause for loss in yield.

DIVISION VI

APPRAISAL, INDEMNITY AND COMPENSATION

16. To determine the loss suffered with respect to each variety of insured market-garden vegetable, the Régie shall appraise the crop.

17. Abandonment : An abandonment, before maturity, as a result of covered forces of nature, agreed to by the Régie may be compensated for expenses incurred by the insured person, duly demanded from the Régie by supporting documents, if such expenses do not exceed 80% of the insured value.

18. The indemnity to which the insured person is entitled, for each variety of market-garden vegetable that has suffered a loss of more than 20%, is calculated by multiplying the percentage of net loss determined at the time of the appraisal by the yield.

19. Where a producer has been authorized by the Régie to resow or replant a market-garden vegetable in the field

whose first planting has been destroyed by a risk covered by this Regulation, the Régie, after inspection and approval of such urgent work, will pay a compensation of up to 247 \$ per hectare, upon presentation of supporting documents of costs incurred and at rates in effect in the region.

For asparagus and rhubarb, the compensation payable for a second planting, authorized as above, shall be the following :

<i>Crop</i>	<i>Year of planting</i>	<i>Compensation payable per hectare</i>
Asparagus	First	700 \$
	Second	800 \$
	Third	800 \$
Rhubarb	First	380 \$
	Second	494 \$

O.C. 1780-79, (1979) 111 G.O., 6149

O.C. 2268-80, (1980) 112 G.O.II, 3519 and 3521



c. A-30, r.11

Regulation respecting the insurance of vegetables for processing

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following words and expressions mean :

- (a) “producer” : the owner, lessee or occupant of a cultivated farm ;
- (b) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (c) “Régie” : the Régie des assurances agricoles du Québec ;
- (d) “insured” : the producer who is eligible to receive or who holds an insurance certificate ;
- (e) “inspector” : any person authorized by the Régie to inspect crops and to make an individual appraisal ;
- (f) “yield” : quantity of vegetables for processing expressed as a mass or in dollars according to the category ;
- (g) “average yield” : yield determined in accordance with Division V ;
- (h) “insured yield” : yield which corresponds to 80% of the average yield, having regard, where applicable, to the adjustment prescribed in Division XI ;
- (i) “actual yield” : yield determined in accordance with Division X ;
- (j) “vegetables for processing” : vegetable produced for canning, processing or freezing ;
- (k) “processor” : a firm authorized to can, process or freeze vegetables for processing ;
- (l) “plan of the farm” : document filed by a producer which delimits the areas of which he is the owner, lessee or occupant, including the area cultivated per field ;

(m) “alteration of agricultural program” : change proposed by the insured to the application for insurance and which requires a revision of the insured yield or re-evaluation of the assessment payable ;

(n) “by-passed crop” : category of vegetables for processing which, following excessive heat, cannot be harvested on the date normally anticipated and which is therefore unfit for canning, processing or freezing.

DIVISION II ELIGIBILITY

2. Under this Regulation, the following categories of vegetables for processing are insurable :

- (a) wax beans ;
- (b) green beans ;
- (c) sweet corn ;
- (d) green peas, Alaskan variety (smooth) ;
- (e) green peas, other than Alaskan variety (smooth).

3. The producer may insure the category or categories of his choice except that the whole area cultivated in the category or categories which he elected to insure and which are intended for one or several processors must be covered by the insurance.

4. In addition to the condition prescribed in section 3, a category shall be eligible for insurance where :

- (a) it is intended for a processor ;
- (b) it is cultivated over a minimum area of 10 acres per production contract ;
- (c) it is delimited by means of a plan of the farm accepted by the Régie ;
- (d) it is derived from varieties of seeds which comply with the requirements of the Seeds Act (R.S.C., 1970, c. S-7). In addition, the variety or varieties of seeds used must have been tested in Québec and must have a normal germination capacity which the processor is bound to attest to the Régie by a copy of the certificate of germination for each of the varieties used ;
- (e) it is cultivated according to generally recognized and recommended techniques and standards.

DIVISION III PROTECTION

5. While in force the insurance shall protect the insured category against a loss in yield resulting from the harmful effect of the following forces of nature :

- (a) snow ;
- (b) hail ;
- (c) hurricane ;
- (d) excessive rain ;
- (e) drought ;
- (f) frost ;
- (g) wild animals including birds ;
- (h) excessive wind ;
- (i) excessive humidity ;
- (j) excessive heat ;
- (k) flood, provided that it occurs while the insurance is in force and is an exceptional occurrence caused by one of the forces of nature listed above ;
- (l) the following insects :
 - i. potato steam borer on corn (*Hydroecia Micacea*) ;
 - ii. pea rot nematodes (*Heterodera Gottingiana*) ;
 - iii. bean root nematodes (*Meloidogyne*) ;
 - iv. bean stem nematodes (*Ditylenchus dipsaci*) ;
- (m) the following plant diseases :
 - i. corn Kabatiella (*Zea mays*) ;
 - ii. northern leaf blight (*Helminthosporium Turcicum*) ;
 - iii. corn rust (*Puccinia Sorghi*).

6. Notwithstanding the list in paragraphs *l* and *m* of section 5, the vegetables for processing crop is also protected against a loss in yield resulting from the harmful effect of any insect or plant disease which occurs in the form of infestation or epidemic and which requires collective means of protection.

The same protection shall apply when there is no recognized method to combat the infestation or epidemic.

7. The insurance shall protect 80% of the average yield of the category.

8. Each category is subject to a separate insured yield.

DIVISION IV DURATION OF PROTECTION

9. The insurance shall be in force each year from the beginning of seeding, to the extent that it is possible, until the end of the harvest.

10. The insurance shall protect the category provided that seeding is carried out between the following dates :

Green peas	from 20 April to 7 July
Green and wax beans	from 10 May to 7 July
Sweet corn	from 10 May to 24 June.

Where only part of the area declared in a category can be seeded within the time limits prescribed in the first paragraph, only that part is protected by the insurance.

11. The category is not protected by the insurance for damage resulting from forces of nature which are covered but occur after the following dates :

Green peas	22 September
Green and wax beans	22 September
Sweet corn	6 October.

However, where it is impossible to carry out harvesting by the dates indicated above because of forces of nature which are covered but which occurred prior thereto and where the insured person complies with section 46, the protection shall be extended.

DIVISION V AVERAGE YIELD

12. The average yield, based on data covering the last 8 years and factorized by areas, is established as follows :

(a) where a producer has data on the yield covering the last 8 years, according to the average thus obtained on his own farm adjusted to the average of the cannery for the current year ;

(b) where a producer has data on the yield covering 7 years, 6 years or 5 years, according to the average obtained on his own farm during those 7, 6 or 5 years of production and by adding, for the missing years, the average of the cannery adjusted in proportion to the previous performance of the producer ;

(c) where a producer has data on the yield covering 4 years, 3 years, 2 years or 1 year, according to the average obtained on his own farm during such year or years of production and in adding, for the missing years, the average of the cannery adjusted in proportion to the previous performance of the producer, but without ever exceeding the limit of the average of the cannery ; where, during those years of production, a producer has a yield of less than 60% of the average of the cannery, a maximum yield corresponding to 60% of the average of the cannery shall be allowed him for the missing years ;

(d) where, during a given year, a producer had a by-passed crop in respect of which the Régie paid an indemnity pursuant to section 43, the average yield of the producer for the said crop shall remain unchanged for the current year of insurance ;

(e) where the producer insures vegetables for processing for the first year, according to the average of the cannery determined annually by the Régie ;

(f) in the case of green peas whose average yield is expressed in dollars, such average yield is indexed each year to reflect the prices during previous years by the processors.

13. Subject to the terms and conditions prescribed in section 52 of the Act, the Régie, may prior to the issuance of the insurance certificate, in respect of a producer who wishes to join the insurance for the first time or in respect of a producer who leases a new area, modify the average yield proposed in the application for insurance where, following inspection of the farm, it discovers deficiencies in the application of production and management techniques.

DIVISION VI **APPLICATION FOR INSURANCE AND** **INSURANCE CERTIFICATE**

14. A producer who wishes to insure one or several categories of vegetables for processing must, prior to the date on which he undertakes his seeding, submit an application therefor to the Régie on the form prescribed for such purpose and pay the assessment payable.

15. Subject to section 14, no application for insurance shall be accepted after 24 June in the case of sweet corn or 7 July in the case of green peas and green and wax beans.

16. The application for insurance, accompanied by a plan of the farm, must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the identification of the farm (cadastre number) ;
- (c) the status of the producer (owner, lessee or occupant) ;
- (d) the area cultivated and the average yield for each category ;
- (e) the unit price and the assessment payable ;
- (f) the identification of the processor for whom the crop is intended ;
- (g) the attestation by the producer of the accuracy of the information entered therein and also a commitment to furnish any other pertinent information and to comply with the Act and the Regulation ;
- (h) the date and place where it is completed and signed ; and
- (i) any other pertinent information for putting the insurance into effect.

17. The application for insurance must bear the signature of the producer or his employee as well as that of the representative authorized by the Régie.

18. When an application for insurance is submitted for the same crop by 2 or several persons, the Régie, having allowed each of them to be heard, shall issue a single insurance certificate in the name of the person who meets the definition of producer within the meaning of the Act.

19. The insurance certificate issued to the producer entitled thereto must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the area cultivated and the average yield for each category ;
- (c) the yield insured, the value insured and the unit price for each category ; and
- (d) the assessment of the producer and the contribution of the government.

20. The insurance certificate must bear the signature of the president and the general manager of the Régie.

21. If 2 or several insurance certificates are issued to a producer, only the most recent shall be deemed to be in force.

22. Subject to the terms and conditions prescribed in section 52 of the Act, the application for insurance shall be cancelled and the assessment repaid where a producer refuses or cannot comply with the conditions under which an insurance certificate may be issued to him.

DIVISION VII ALTERATION OF AGRICULTURAL PROGRAM

23. As soon as the insured alters an agricultural program, he must notify the Régie thereof without delay, and not later than 15 days following the end of seeding. Further, no program alteration shall be accepted if served later than 15 days following the final dates for seeding fixed in section 10.

24. The notice of an alteration of agricultural program must be given in writing. To be valid, a verbal notice must be confirmed in writing by the producer.

25. Even if notification is given in the prescribed time limit and form, the alteration of the agricultural program with respect to a category seeded after the dates indicated in section 10 shall not give rise to the protection offered by the insurance.

DIVISION VIII NOTICE OF DAMAGE

26. When the insured discovers that any of the forces of nature contemplated in sections 5 and 6 produces effects that could reduce the yield of the insured crop, he must notify the Régie thereof without delay.

A notice of damage must be given every time any of these forces of nature produces such effects.

27. The notice of damage must be given at a time when it is possible for the Régie to make routine investigations on the field, that is, before the carrying out of the harvesting or before a final decision is taken concerning a by-passed crop.

28. Subject to section 27, the last acceptable date for a notice of damage is fixed at 22 September in the case of green peas as well as for wax and green beans, and at 6 October in the case of sweet corn.

29. The notice of damage must be given in writing. To be valid, a verbal notice must be confirmed in writing by the producer.

30. The notice of damage must describe the damaged crop, the area affected and the cause of the anticipated loss in yield.

31. The insured who fails to give notice of damage in the prescribed form and time limit cannot claim payment of an indemnity or the special protection referred to in section 55 of the Act.

DIVISION IX SPECIAL PROTECTION

32. Subject to the conditions set forth in section 55 of the Act, the special protection shall apply from the moment the seeding of the insured crop could not be undertaken or completed by the date fixed in section 10.

33. To benefit from such special protection, the insured must advise the Régie without delay that it is impossible for him to seed the area or part of the area prepared for seeding and insured.

The special protection applies solely to the area described in the application for insurance in accordance with the contract entered into with the processor.

34. The amount of the special protection is computed according to the following rates :

<i>Measures carried out</i>	<i>Rate per hectare</i>
Plowing	19,20 \$
Disking (maximum 3)	6,40
Harrowing (maximum 2)	5,60
Lease of a farm without underground drainage	40,00
Lease of a farm with an underground drainage system	80,00

DIVISION X VERIFICATION OF DAMAGE AND INDIVIDUAL APPRAISAL

35. Upon receipt of a notice of damage in compliance with Division VIII, the Régie shall carry out a verification of damage through the inspector.

36. The verification of damage permits verification of the area and the yield affected, an evaluation of the extent of the damage and the determination of its cause.

The inspector shall also indicate, in the report to be completed and signed by him, any information relevant to the evaluation of the claim.

37. For the purpose of determining the actual yield of the damaged crop, the Régie shall carry out an individual appraisal of such crop through an inspector.

The inspector shall inform the insured of the reasons for his visit and have him sign a document to acknowledge the carrying out of such individual appraisal. The inspector shall remit a copy of such document to the insured.

The absence of the insured or his employee during such visit must be indicated on the document.

38. The actual yield of a vegetables for processing crop consists of :

(a) the quantity delivered to a processor and accepted for canning, processing or freezing ;

(b) the quantity delivered to a processor and which is not accepted for the abovementioned purposes, where the declassification is due to causes against which the crop is not protected ; and

(c) the quantity allocated for a non-insured cause.

39. For the purposes of controlling the actual yield, the Régie may verify the quantities delivered to a processor and estimate the crop on the field.

DIVISION XI INDEMNITY

40. To claim payment of an indemnity, the insured must :

(a) have given notice of damage without delay ; and

(b) have permitted a verification of damage and an individual appraisal by the Régie.

41. When an insured crop is jeopardized as a result of an abnormal growth of the plants, during the 3 weeks following the date of seeding, the Régie may permit an abandonment.

The indemnity is computed on the basis of 50% of the insured value of the areas involved.

42. Subject to section 41, the indemnity to which the insured is entitled is determined, by category, according to the difference between the insured and actual yield, valued on the basis of the unit prices fixed by the Régie under section 62 of the Act and indicated on the insurance certificate.

43. In the case of a by-passed crop, the indemnity to which the insured is entitled is determined as follows :

(a) 90% of the insured yield, where, for the same category, the total area of crops by-passed a processor corresponds to less than 10% of the total area of insured crops and intended for that processor ;

(b) 70% of the insured yield, where, for the same category, the total area of crops by-passed a processor corresponds to 10% or more of the total area of insured crops and intended for that processor.

DIVISION XII FINAL PROVISIONS

44. Where an insured abandons or destroys all or part of an area without the written authorization of the Régie, the insurance covering that area is cancelled and, if necessary, the insured yield is modified so as to cover only the areas still under cultivation. In such case, a revision of the insured yield does not entitle the insured to a repayment of assessment.

45. The insured must, not later than 15 days following the completion of seeding, notify the Régie thereof and indicate the quantity and variety of seeds used as well as the area and emplacement of the fields seeded. When the seeding is done on a leased farm, the insured must also indicate the name and address of the owner of such farm.

46. As soon as the insured realizes that he cannot complete the harvesting by the dates prescribed in section 11, he must notify the Régie without delay specifying his reasons therefor. To be valid, a verbal notice must be confirmed in writing by the producer.

47. If the harmful effect of one or other of the forces against which the crop is insured is caused by a third party, the Régie, in paying the indemnity, is entitled to obtain a transfer of the insured's rights of recourse against the third party and may, in taking an action in the name of the insured, invoke such rights.

48. Land cultivated on an occasional basis is land to which the producer does not give the attention and care normally required for such type of operation.

O.C. 1958-75, (1975) 107 O.G. II, 1721 and 2333

O.C. 1692-76, (1976) 108 O.G. II, 3507

O.C. 1748-78, (1978) 110 G.O., 2617

O.C. 1781-79, (1979) 111 G.O., 6547



c. A-30, r.12

Regulation respecting the insurance of leguminous plants

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I INTERPRETATION

1. Definitions and scope : In this Regulation, the following words and expressions mean :

(a) “abandonment” : where an insured renounces the benefits of the insurance for a damaged field, subject to the conditions and compensation prescribed in section 20 ;

(b) “insured” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;

(d) “first year field” : a field which was planted in the year preceding the year of insurance ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “Régie” : the Régie des assurances agricoles du Québec ;

(g) “yield” : quantity of crop expressed in mass at 15% moisture ;

(h) “insured yield” : quantity of crop which corresponds to 80% of the yield ;

(i) “average yield” : the yield per unit of area determined in accordance with section 9 ;

(j) “actual yield” : the yield determined by an individual appraisal ;

(k) “direct sowing” : seeds that do not require any shelter plants.

2. Categories of insurable crops : The 3 categories of insurable crops are as follows :

(a) Category A includes alfalfa fields seeded by direct sowing ;

(b) Category B includes alfalfa fields seeded in pure alfalfa and whose botanical population is greater than or equal to 90% alfalfa when inspected ;

(c) Category C includes fields of any mixture of leguminous plants, seeded with or without shelter grass.

DIVISION II QUALIFICATION FOR INSURANCE

3. In order to be insurable, a field must :

(a) be the subject of an application for insurance and of an inspection, and be planted before 30 June in the case of the category of crop referred to in paragraph *a* of section 2 ;

(b) be the subject of an application for insurance and of an inspection before 1 November of the year preceding the year of insurance in the case of the category of crop referred to in paragraphs *b* and *c* of section 2 ;

(c) be planted in accordance with the methods and variety of seeds recommended by the Conseil des productions végétales du Québec or accepted by the Régie ;

(d) contain 200 plants or more per square metre in the year of planting and 100 plants or more per square metre in subsequent years.

4. The producer who insures a category of crop must insure all his insurable fields of this category. The total area of the fields insured by a producer for the same category of crop must cover a minimum of 4 hectares.

DIVISION III PROTECTION

5. The insurable categories of crop are protected against :

(a) the harmful effects of the forces of nature contemplated in paragraphs *a* to *g* and in paragraph *j* of section 24 of the Act ;

(b) flood, provided it is an exceptional occurrence and was caused by a force of nature ;

(c) uncontrollable plant diseases.

6. The category of crop referred to in paragraph *a* of section 2 is covered until 15 September.

The categories of crops referred to in paragraphs *b* and *c* of section 2 are covered until 15 August where there is only one cut, or until 15 September where more than one cut is made.

7. The Régie may extend the protection beyond the dates fixed in section 6 in the cases provided for in the second paragraph of section 25 of the Act if an insured notifies the Régie of his delay in completing the harvest and if he promptly specifies the cause.

8. The insurance protects 80% of the average yield of an insured category of crop.

9. The average yield of the category of crop referred to in paragraph *a* of section 2 is 2 200 kilograms per hectare, or 4 400 kilograms per hectare for the other categories.

10. The deadline for notifying the Régie of a change in agricultural programme is 30 June.

DIVISION IV NOTICE OF DAMAGE

11. The final date for filing a notice of damage caused by the forces of nature referred to in paragraph *j* of section 24 of the Act is 1 June.

In the case of damage caused by one of the forces of nature referred to in paragraphs *a* to *i* of section 24 of the Act, the final date for filing a notice of damage is 15 August when there is only one cut and 15 September when there is more than one.

For damage due to freezing of the soil, the deadline for filing a notice of damage is 1 June.

12. For each cause of damage, notice must be given to the Régie so that an appraisal of the loss can be made while the crop is still standing.

When damage occurs after the cut, a notice of damage must be given to the Régie so that the appraisal can be made while the crop is on the field, whether or not a notice of damage was given or an appraisal made while the crop was still standing.

13. A notice of damage must indicate the category of crop affected, the cause and extent of the damage and, where applicable, the date on which the damage occurred.

14. To be accepted, a notice of damage given verbally must be confirmed in writing as soon as possible by the insured.

DIVISION V APPRAISAL

15. For the purpose of determining the actual yield of the damaged crop, the Régie shall carry out an individual appraisal of the crop through an inspector.

16. The individual appraisal is made by the method of sampling crop on the field.

When due to exceptional circumstances beyond the Régie's or the insured's control, it is impossible to use the method for sampling crop on the field, the individual appraisal may be made by an actual count of the crop that has been garnered, silaged or delivered.

17. Sampling of the crop on the field is carried out according to the following methods and procedures :

(1) **Determination of sites to be sampled :** Given the area of the field, the co-ordinates of the minimum of 4 sites to be sampled are established by means of the table of random numbers.

(2) **Taking of samples :** The quantity of leguminous plants on each of the 4 sites or more to be sampled is taken by means of standard measuring instruments. The leguminous plants are cut to approximately 10 centimetres from the ground.

(3) **Analysis of samples and computation of actual yield :** The samples taken on each site are weighed and a moisture test is made ; this weight is then adjusted, where necessary, so that it corresponds in quantity to leguminous plants containing 15% moisture. The actual yield thus obtained is applied to the area sampled to obtain the actual yield per hectare.

18. Unless an individual appraisal shows a greater actual yield, the actual yield of a cut for which a notice of damage was not given shall correspond to the estimated yield for such cut in accordance with section 21.

DIVISION VI INDEMNITY

19. The insured who carries out emergency measures within the meaning of the second paragraph of section 56 of the Act, is entitled to a repayment for the work carried out according to the following maximum rates :

(a) harrowing : 10 \$ per hectare ;

(b) replanting of mixed alfalfa and clover : 38 \$ per hectare ;

(c) replanting of pure alfalfa : 75 \$ per hectare.

20. Where the insured obtains written authorization from the Régie to abandon a damaged field, he receives a lump sum of up to 80% of the insured value of the field.

21. In the case of a loss in yield due to the harmful effects of one of the forces of nature referred to in section 24 of the Act, the indemnity to which an insured is entitled is computed according to the difference in mass between the insured yield and the actual yield valued on the basis of the unit price fixed by the Régie.

The loss incurred after the cut may entail payment of an indemnity when it occurs before the crop is ready to be garnered ; the indemnity provided for in the first paragraph is divided in a proportion of 60% for the first cut and 40% for the second when 2 cuts are anticipated.

This indemnity may not exceed the insured value under any circumstances.

O.C.3520-78, (1979) 111 G.O., 1995

Decision of 31.01.80, (1980) 112 G.O.II, 1123

Decision of 19.08.81, (1981) 113 G.O.II, 3068



c. A-30, r.13

Regulation respecting the insurance of grain corn

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following mean :

(a) “abandonment” : where an insured person renounces the insurance benefits with respect to a damaged field, subject to the conditions and compensation prescribed in subsection 4 of section 14 ;

(b) “insured person” : a producer who is eligible to receive or holds an insurance certificate ;

(c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;

(d) “loss index” : the ratio between the indemnity paid by the Régie and the premium collected ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “grain corn” : corn grown for its seed ;

(g) “Régie” : the Régie des assurances agricoles du Québec ;

(h) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass at 15% moisture ;

(i) “insured yield” : the quantity of crop which corresponds to 70% or 80% of the total yield ;

(j) “average yield” : the yield per hectare determined in accordance with section 6 ;

(k) “actual yield” ; the yield determined by an individual appraisal.

DIVISION II ELIGIBILITY

2. A producer must apply for insurance for all the areas of grain corn he cultivates, before 30 April of the year for which the protection is in force.

Land leased after 30 April or cultivated occasionally does not qualify for insurance.

The minimum area for any category is fixed at 4 hectares.

3. Crop plan : The crop insured must be cultivated in accordance with a crop plan in conformity with techniques recommended by the Conseil des productions végétales du Québec or accepted by the Régie.

DIVISION III PROTECTION

4. Coverage : The insurable categories of crops are protected against :

(a) the harmful effects of the forces described in paragraphs *a* to *g* and paragraph *j* of section 24 of the Act ;

(b) flood, where it is an exceptional occurrence and is caused by a force of nature ;

(c) insects and uncontrollable plant diseases.

5. Duration :

(1) Protection begins with seeding and continues until 31 October, the final date set for harvest.

The crop is not protected by the insurance where seeding continues after 1 June.

(2) The deadlines for protection may be extended by the Régie in the cases provided for in the second paragraph of section 25 of the Act, if an insured person informs the Régie in writing that the harvesting has been delayed and states the reason immediately.

6. Average yield : Where a producer was insured for the first, second or third time with the Régie during the last 6 years, the average yield is determined upon submission of vouchers, with a maximum of 6 600 kilograms per hectare for the drained land and 5 600 kilograms per hectare for undrained land. During the first 3 years in which a producer is insured, no increase in the average yield may be granted when the loss index is higher than 1.

Where a producer has 3 years or more experience with the Régie during the last 6 years, the average yield is limited to the average of the actual yields obtained.

7. Alteration of agricultural programme : The insured person may change the areas cultivated and insured, provided that he applies before 1 July. The Régie will check that the new areas are eligible, and will re-evaluate the insured yield and assessment payable.

8. Percentage of protection : The insurance covers 70% or 80% of the total yield at the producer's choice.

DIVISION IV NOTICE OF DAMAGE

9. Period for submitting notice :

(1) As soon as a producer observes that a crop has suffered damage due to a cause covered by the insurance, he must inform the Régie immediately, so that the representative of the Régie may observe the cause of the damage and appraise it while the crop is still standing.

(2) The insured person must submit a notice of damage whenever there is a cause of damage.

(3) The deadline for giving notice of damage is determined by the final date for the harvest.

10. Contents : The notice of damage must identify the crop affected, the probable cause and extent of the damage, and the date on which it occurred. A notice of damage given orally must be immediately confirmed by the insured person in writing.

DIVISION V APPRAISAL

11. For the purpose of determining the actual yield of the damaged crop, an inspector from the Régie will make an individual appraisal.

12. The individual appraisal is made by taking field samplings of the crop.

Where it is impossible to use the method of field samplings or it does not yield the desired results, the individual appraisal may be by a physical count of the crop that has been garnered, silaged, or delivered.

13. The sampling of the crop in the field is carried out using the following methods and procedures :

(1) **Determination of the sites to be sampled :** The area of the field being known, the coordinates of the sites to be sampled are established by using the table of random numbers.

(2) **Taking of samples :** The quantity of the crop on each site is sampled by means of standard measuring instruments.

(3) **Analysis of samples and computation of the actual yield :** The samples taken on the sites are weighed and a moisture test is made ; the weight is then adjusted to correspond to a quantity of grain corn containing 15% moisture. The actual yield thus obtained is spread over the area sampled to arrive at the actual yield per hectare.

DIVISION VI INDEMNITY

14. (1) The maximum compensation rates per hectare for the operations carried out are :

(a) Special protection	
disking :	6,40 \$
harrowing :	8,00 \$
plowing :	20,00 \$
(b) Emergency measures	
disking :	8,00 \$
harrowing :	10,00 \$
plowing :	25,00 \$
sowing of corn :	43,00 \$

(c) **Special emergency measures :** For insects and diseases of an epidemic nature, the Régie may defray all or part of the cost of preventive works.

(2) **Special protection :** Where the harmful effect of a force of nature prevents the insured person from completing his seeding, he is entitled to the compensation mentioned above for the works carried out.

In addition, he is entitled to 100% of the cost of nitrogenous fertilizers, to 20% of the cost of potassium and phosphated fertilizers spread before the final date of seeding in accordance with the recommendations of the Conseil des productions végétales du Québec. However, vouchers must be filed with the Régie. In addition, he is entitled to a lump sum payment of 25 \$ per hectare.

Following payment of compensation for unseeded areas, the insurance for those areas is cancelled.

(3) **Emergency measures** : A producer is always bound to carry out the emergency measures necessary to counter the harmful affects of a cause of damage likely to affect the yield.

Compensation is paid for the emergency measures authorized by the Régie and carried out in accordance with its recommendations at the rates prescribed in subsection 1.

However, if the producer fails to carry out the recommended measures, no compensation will be paid and the insurance for the areas concerned is cancelled.

(4) **Abandonment** : An insured person who obtains authorization from the Régie to abandon a damaged field receives a maximum lump sum payment equal to 80% of the insured value of the field. In that case, the harvesting costs avoided do not apply.

(5) **Decrease in yield** : The indemnity to which an insured person is entitled following a loss of yield due to the harmful effects of one of the forces of nature described in section 24 of the Act is computed according to the difference in mass between the insured yield and the actual yield valued on the basis of the unit price fixed by the Régie.

This compensation may not in any case exceed the insured value.

(6) **Harvesting fees avoided** : Any harvest for which an indemnity is payable and which was not completed on the date prescribed is subject to a reduction of indemnity for the harvest fees avoided, at the rate of 25 \$ per hectare.

(7) **Limited risks** : There will be a reduction for the fees avoided, and, after appraisal, an indemnity may be paid without waiting for the actual yield of the harvest at the end of the growing season on condition that :

(a) the limited risk is due to the harmful effect of one or more of the 4 following forces :

- i. hail ;
- ii. hurricane ;
- iii. excessive heat or moisture preventing pollination of the corn ;
- iv. premature frost preventing the grain from ripening ;

(b) where the grain is not pollinated, the effected areas are seeded on the same date and constitute a minimum area of 5 undivided hectares ;

(c) in the case of hail, hurricane or premature frost preventing ripening, the affected areas constitute a minimum area of one undivided hectare.

In the case of premature frost, the deadlines by regions for sending a notice of damage are as follows :

- i. 12 September for regions 04, 05, 08, 10 and 11 ;
- ii. 17 September for regions 06 and 07 ;
- iii. 23 September for the Ile de Montréal and Vaudreuil County.

The areas for which indemnity is paid under this paragraph cease to be covered by the contract for the current insurance year.



c. A-30, r.14

Regulation respecting the insurance of apples

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “abandonment” : the fact that an insured person renounces the insurance benefits with respect to an orchard or part of an orchard, subject to the conditions and compensation prescribed in section 25 ;

(b) “insured person” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(d) “Régie” : the Régie des assurances agricoles du Québec ;

(e) “total yield” : the insurable quantity of apples of the late variety expressed in kilograms ;

(f) “insured yield” : the quantity of the crop which corresponds to 80% of the total yield ;

(g) “average yield” : the yield per tree-unit established in accordance with section 11 ;

(h) “actual yield” : the yield established in accordance with sections 21 and 22 ;

(i) “insured value” : the amount that corresponds to the product of the insured yield multiplied by the unit price fixed by the Régie.

DIVISION II ELIGIBILITY

2. Under this Regulation the following categories are insurable :

(1) **Category A** : Homogeneous strips of dwarf and semi-dwarf apple trees accepted by the Régie.

(2) **Category B** : Apples of the late variety, with the exception of the Famous, that reach maturity after the Wealthy variety and that are produced to be classified “extra fancy” and “fancy” according to the classification

standards prescribed under the Agricultural Products, Marine Products and Food Act (R.S.Q., c. P-29).

(3) **Category C** : Apples of the late variety that reach maturity after the Wealthy variety.

3. The producer must, before 1 November preceding the policy year for Category A and before 1 January of the policy year for Categories B and C, insure all of each of the categories he chooses to insure. Every application for insurance made before 1 January must include an amount corresponding to 25% of the total assessment payable ; the total assessment becomes payable on 30 April of the policy year. Where the balance of the payment is not made before that deadline, the amount already paid equal to 25% is not refunded, and the insurance contract is cancelled.

4. The insured person must provide the Régie with an inventory of his orchard, which, in particular, must indicate by homogeneous strips :

(a) the number of dwarf and semi-dwarf apple trees, their age, their variety and the root-stock used ;

(b) the number of standard apple trees, their age and their variety.

5. In order for a category to be insurable, a producer must possess a minimum of 250 trees of that category.

6. The orchard must have been established and taken care of according to accepted practice, all in accordance with the techniques and varieties recommended by the Conseil des productions végétales du Québec or accepted by the Régie.

Furthermore, dwarf and semi-dwarf apple trees, must be planted prior to 30 May.

7. The insured person must possess all the equipment necessary to take good care of his orchard, in particular, a functioning vaporizer.

For dwarf and semi-dwarf apple trees, he must possess an irrigation system or water available in sufficient quantities to overcome any drought.

8. Subject to the terms and conditions prescribed in section 52 of the Act, the application for insurance is cancelled and the assessment reimbursed where a producer refuses or cannot respect the conditions for which an insurance certificate may be issued to him.

DIVISION III PROTECTION

9. In Category A, the insurance protects apple trees against death caused by frost, crown rot *Armillaria mellea* (Vahl) and bacterial blight *Erwinia amylovora* (Burrill).

In Categories B and C, the insurance protects the apple crop against losses contemplated in sections 24 and 59 of the Act including defective flowering and fruit set.

In Category B, the insurance protects the quality as well as the quantity of the apple crop.

In Category C, the insurance protects only the quantity of the apple crop.

10. (1) For Category A, coverage begins at the latest on 1 November preceding the policy year and continues until 31 October of the following year.

(2) For Categories B and C, subject to section 3, coverage begins on 1 January and continues until the end of harvesting, but not later than 20 October.

11. The average yield for Categories B and C is expressed in kilograms per tree-unit.

(1) Where an insured person has 3 years or less experience with the Régie, the yield is assessed according to the inventory, and condition of the orchard. For a given year, the average yield may never exceed the Québec average for the year as defined by the Régie and applied to various age groups of dwarf, semi-dwarf and standard apple trees according to the following co-efficients :

Age group	Tree-unit
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Dwarfs :

4 to 5 years	0,025
6 years	0,050
7 years	0,100
8 years and more	0,200

Semi-dwarfs :

4 to 5 years	0,05
6 years	0,10
7 years	0,30
8 years and more	0,40

Standard :

6 to 10 years	0,15
11 to 15 years	0,40
16 to 20 years	0,85
21 to 30 years	1,00
31 years and more	0,85

(2) Where an insured person has more than 3 years experience with the Régie, the appraisal statistics registered on the performance sheet during the last 6 years will be used. For any year where there has not been an appraisal, the Régie assesses the yield by weighing the average yield of the known years by the Québec average for the corresponding year.

12. The insured person may make changes in the inventory of the insured orchard provided that he makes application therefor before 1 July. After verification, the Régie may, where applicable reassess the insured yield as well as the assessment payable.

13. The insurance protects up to 80% of the yield of Categories B and C subject to section 11.

14. Despite subsection 2 of section 10, where, from 15 September and until 20 October, the insured person fails to carry out harvesting in all or part of the orchard, the percentage of insured yield diminishes daily according to the following table :

Date	Percentage of yield insured
16 September	75%
18 September	73%
20 September	72%
22 September	71%
24 September	69%
26 September	67%
28 September	65%
30 September	62%
2 October	59%
4 October	55%
6 October	50%
8 October	45%
10 October	40%
12 October	35%
14 October	30%
16 October	25%
18 October	15%
20 October	0%.

DIVISION IV NOTICE OF DAMAGE

15. As soon as a producer discovers that one or another of the insured categories has suffered damage, he must notify the Régie without delay in order that a representative of the Régie may ascertain and identify the cause and, where applicable, proceed with an appraisal of the orchard. In Category A, the insured person may not pull out dead trees before the appraisal.

The insured person must give a notice of damage each time that damage occurs.

16. The notice of damage must indicate the insured category, the probable cause of damage, its extent as well as the date on which it occurred. A notice of damage served verbally must be confirmed in writing by the insured person without delay.

17. For damage due to death affecting dwarf and semi-dwarf apple trees (Category A), the deadline for giving a notice of damage is fixed at 31 October.

18. For damage that may affect the yield (Categories B and C), the deadline for giving a notice of damage is fixed at 20 October. If the damage occurs before the harvesting period, the insured person must send a notice to the Régie indicating the date on which that period will begin. The notice of harvesting must be served sufficiently early to allow routine investigations and appraisal of the yield.

If the damage occurs during the harvest, the insured person must notify the Régie without delay in order that the latter may make routine investigations and appraise the yield while the damaged part of the crop is still in the orchard.

The notice of harvesting served verbally must be confirmed in writing by the insured person without delay.

DIVISION V APPRAISAL

19. For the purposes of determining the extent of damage in one or another of the insured categories, the Régie shall carry out an individual appraisal.

20. For dwarf and semi-dwarf apple trees (Category A), an inspector shall count the number of dead trees and determine the cause of death.

21. In the case of a reduction in the Category B apple crop, an inspector shall establish the actual yield by a sampling method carried out as follows :

(a) the orchard is marked off into strips that individually must be homogeneous in nature as to the quantity and quality of their crop ;

(b) in each strip, a certain number of apple trees are selected at random ;

(c) for each of the apple trees, the inspector picks a sample of apples and then classifies them according to the standards of the Agricultural Products, Marine Products and Food Act (R.S.Q., c. P-29). Only “fancy” and “extra fancy” apples are retained for purposes of establishing the actual yield.

22. In the case of a reduction in the Category C apple crop, an inspector shall establish the actual yield by the sampling method described in paragraphs *a* and *b* of section 21. However, no classification is made and all apples produced that have reached maturity, and even those that have fallen, are retained for the purposes of establishing the actual yield.

DIVISION VI INDEMNITY

23. Where dwarf and semi-dwarf apple trees die following damage caused by one of the forces against which they are protected, the insured person is entitled to an indemnity of an amount equal to the unit price fixed by the Régie for each apple tree lost, account being taken for its age.

However, 100 \$ deductible is applicable to any amount granted in compensation.

24. In Categories B and C, the indemnity to which the insured person is entitled is calculated according to the difference in mass between the insured yield and the actual yield, the value of which is established by applying to it the unit price of the corresponding category fixed by the Régie.

However, in the case of Category B apples, where they are not classed as “extra fancy” or “fancy”, the Régie deducts from the indemnity to be paid for loss of quality, a recuperation value whose amount is determined according to the weighted average of prices paid to producers subject to the Joint plan of Québec apple producers (c. M-35, r.104) for the apples of the current season destined for processing.

25. Where an insured person wishes to abandon a crop, he must make an application in writing to the Régie. If the Régie deems it appropriate to grant abandonment, the fees

avoided are deducted from the insured value according to the following percentages :

- (a) during the opening of
buds in May 45% of the insured value ;
- (b) after the formation of
the calyx in June . . 39% of the insured value ;
- (c) after the early drop-
page of fruit in July.. 34% of the insured value ;
- (d) following damage
caused in August . . 32% of the insured value ;
- (e) before or during the
harvest 29% of the insured value.



c. A-30, r.15

Regulation respecting the insurance of potatoes

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “abandonment” : the fact that an insured person renounces the insurance benefits with respect to a damaged field, under the conditions and compensation prescribed in section 18 ;

(b) “insured” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;

(d) “loss index” : the relation between the indemnities paid by the Régie and the premiums collected ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “Régie” : the Régie des assurances agricoles du Québec ;

(g) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass ;

(h) “insured yield” : the quantity of the crop which corresponds to the percentage of protection selected ;

(i) “average yield” : yield per hectare determined in accordance with section 8 ;

(j) “actual yield” : yield determined following individual appraisal of a crop or part of a crop that has matured.

DIVISION II ELIGIBILITY

2. Under this Regulation a potato crop is insurable.

The producer must insure, before 30 April of the year that the protection will be in force, all areas that he cultivates.

The minimum area is fixed at 4 undivided hectares.

3. Crop plan : The insured crops must be cultivated according to a crop plan, in accordance with techniques recommended by the Conseil des productions végétales du Québec.

4. Seed : Seed must come from varieties recommended by the Conseil des productions végétales du Québec or accepted by the Régie.

The seed must be disinfected by means of a product or a combination of products authorized for such purpose.

5. Before issuing an insurance certificate to an insured person the Régie may change the average yield proposed in his application for insurance where, following an inspection of the operation, the Régie ascertains deficiencies in the application of production and management techniques.

DIVISION III PROTECTION

6. Object : The insurable crop is protected against :

(a) the harmful effect of forces contemplated in paragraphs a to g of section 24 of the Act ;

(b) flood, where it is an exceptional occurrence and is caused by a force of nature ;

(c) insects and uncontrollable plant diseases.

7. Duration :

(1) Protection begins with the commencement of planting to the extent that the latter is completed before the expiry date fixed for each zone.

<i>Sowing expiry dates</i>	<i>Zones</i>
25 May	5-6-7-8A-10
31 May	2-3-4-8B-11
5 June	9
10 June	1A-1B-12

The zones designated are identical to the agricultural regions of Québec as classified in the brochure entitled *Les régions agricoles du Québec*, publication QA38 E36-8, with the exception of regions 1 and 8 and are described as follows :

<i>Zones</i>	<i>Description</i>	<i>Date</i>	<i>Percentage of residual coverage</i>		
1A	Congruent with agricultural region 1, but not including the following municipal counties : Témiscouata and Kamouraska.	6 October	80%	70%	60%
		7 October	72%	63%	54%
1B	Congruent with the municipal counties of Témiscouata, Kamouraska, Montmagny and l'Islet.	8 October	64%	56%	48%
		9 October	56%	49%	42%
2	Congruent with agricultural region 2, but not including the municipal counties of Montmagny and l'Islet.	10 October	48%	42%	36%
		11 October	40%	35%	30%
		12 October	32%	28%	24%
		13 October	24%	21%	18%
3	Congruent with agricultural region 3.	14 October	16%	14%	12%
		15 October	8%	7%	6%
4	Congruent with agricultural region 4.				
5	Congruent with agricultural region 5.				
6	Congruent with agricultural region 6.				
7	Congruent with agricultural region 7.				
8A	Congruent with that part of agricultural region 8 situated south of 46° of latitude.				
8B	Congruent with that part of agricultural region 8 situated north of 46° of latitude.				
9	Congruent with agricultural region 9.				
10	Congruent with agricultural region 10.				
11	Congruent with agricultural region 11.				
12	Congruent with agricultural region 12.				

The planting period may, by way of exception, be extended beyond the dates indicated above upon the express authorization of the Régie. In such case, the average yield may be reduced accordingly.

(2) Protection ends with the harvest without however going beyond the final harvest date which is fixed at 15 October.

However, the final protection date may be extended by the Régie in the cases prescribed in the second paragraph of section 25 of the Act, if an insured person notifies the Régie in writing of his delay in carrying out his harvest and if he specifies the cause thereof without delay.

Despite this section, where, from 6 October to 15 October inclusively, the insured person fails to carry out the required lifting operations on his cultivated areas for any reason other than the harmful effect of one of the forces of nature that are covered, the protection granted on the insured yield shall decrease daily according to the percentage of coverage indicated below :

8. Average yield : Where a producer has not completed his third year of insurance, the average yield is determined upon the presentation of supporting documents and is limited to a maximum equivalent to the average yield of the zone.

When a producer insures his crop for a fourth time or more, the average yield is determined from data registered on his performance sheet.

9. Alteration of agricultural programme : The insured person may make changes to the cultivated and insured areas provided that he makes an application before 1 July. The Régie shall verify the eligibility of the new areas and re-evaluate, where applicable, the insured yield and the assessment payable.

10. Percentage of protection : The insurance protects 70% or 80% of the total yield. However, the protection option is limited to 70% where a producer participates in the programme for the first time.

DIVISION IV **NOTICE OF DAMAGE AND NOTICE OF HARVEST**

11. Period for formulation :

(1) As soon as a producer ascertains that a crop has been damaged, he must notify the Régie without delay, so that its representative may ascertain the cause of damage and make an appraisal while the crop is still standing.

(2) The insured person is obliged to formulate a notice of damage every time that damage occurs.

(3) The expiry date for giving a notice of damage is determined by the final harvest date.

12. Content : A notice of damage must indicate the location of the crop affected, the probable cause, the extent of the damage, and where applicable, the date on which it

occurred. Any verbal notice to be valid, must be confirmed in writing by the producer without delay.

13. Notice of harvest : The insured person must also notify the Régie of the probable date that he expects to undertake lifting of the damaged crop. Such notice must be filed at least 21 days before the probable date of lifting.

Where the crop is damaged for the first time during the 21 days preceding the probable date of lifting or during the actual lifting period, the insured person, in making the required notice of damage, must indicate that his lifting operations have commenced or are about to commence.

Any verbal notice, to be valid, must be confirmed in writing by the producer.

DIVISION V APPRAISAL

14. For the purpose of determining the actual yield of the damaged crop, the Régie shall make an individual appraisal of such crop, through an inspector, when it has matured.

15. The individual appraisal is made by the method of sampling crop in the field.

Where the method of sampling crop in the field proves impossible to apply or does not permit the required results to be obtained, the individual appraisal may be carried out by actually counting the stored or delivered crop.

16. Sampling crop in the field is carried out according to the following methods and procedures :

(1) **Determination of sites :** The sites to be sampled must be taken at random and distributed diagonally or crosswise, according to the number required, at regular intervals so as to cover the whole area of the field.

The minimum number of sites varies according to the size of the fields.

<i>Area of fields</i>	<i>Minimum number of sites</i>
1 hectare and less	3
More than 1 hectare up to 5	4
More than 5 hectares up to 10	5
More than 10 hectares up to 20	7
More than 20 hectares up to 30	9
More than 30 hectares and over	11

(2) Taking of samples :

(a) on each site chosen, a length of 10 feet is measured off along which the crop is sampled ;

(b) the crop lifted from each 10 foot length must comply with the provisions of sections 59 to 65 of Table II of Schedule A of the Fresh Fruit and Vegetable Regulations (C.R.C., c. 285) and amendments made pursuant to the Canada Agricultural Products Standards Act (R.S.C., 1970, c. A-8) ; the crop shall be weighted and recorded ;

(c) computation of actual yield : the actual yield of the crop is extrapolated from the results obtained on the sampling sites and decreased by 15% to take into account losses that normally occur during harvesting.

DIVISION VI INDEMNITY

17. Emergency measures : If, during the 30 days following planting, the crop is affected by an insured cause of damage to the extent of necessitating replanting, the Régie after inspection may recommend replanting. Upon the completion of operations, the insured person is entitled to a maximum compensation of 60% of the insured value of the areas concerned.

18. Abandonment : If, in the opinion of the Régie, during the growing season the crop is seriously affected by an insured cause of damage where replanting is impossible, the Régie may allow abandonment and in such case the insured person is entitled to the following compensation :

(a) if the damage occurs within 30 days following the final date of planting, the compensation prescribed is equivalent to 60% of the insured value of the areas concerned ;

(b) if the damage occurs after the thirtieth day following the final date of planting, the compensation prescribed is equivalent to 85% of the insured value of the areas concerned.

19. Reduction in yield : The indemnity to which an insured person is entitled following a loss of yield due to the harmful effect of a force contemplated in section 24 of the Act is computed according to the difference in mass between the insured yield and the actual yield obtained whose value is established according to the unit price fixed by the Régie.

Such indemnity may in no case exceed the insured value.

O.C. 1783-79, (1979) 111 G.O., 6157

O.C. 2268-80, (1980) 112 G.O. II, 3519 and 3522



c. A-30, r.16

Regulation respecting the insurance of mixed farming crops under the collective insurance plan and the delimitation of zones for the purposes of establishing the plan

Crop Insurance Act
(R.S.Q., c. A-30, ss. 30 and 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following expressions mean :

- (a) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (b) “percentage of gross loss” : the percentage of loss obtained within a zone for a category of insured crop based on the difference between average and actual yield ;
- (c) “percentage of unguaranteed loss” : percentage of loss not covered by the Régie and constituting an exemption established at 20% ;
- (d) “percentage of net loss” : the percentage of loss obtained by subtracting from the percentage of gross loss, the percentage of unguaranteed loss ;
- (e) “Régie” : the Régie des assurances agricoles du Québec ;
- (f) “yield” : the amount of crop expressed as a mass ;
- (g) “average yield” : the long term yield established by zone, per surface unit ;
- (h) “actual yield” : the annual yield established by zone, per surface unit ;
- (i) “allowed yield” : the yield assigned every producer in computing insurable value under Division V ;
- (j) “limited risks” : hail, snow and flood whose damaging effects may cause an insurable loss of yield limited to part of a zone.

DIVISION II CATEGORIES OF INSURED CROPS

2. The categories of crops insured under the collective plan are as follows :

- (a) hay : leguminous and graminous plants cultivated to be fed to the insured person’s herbivores ;
- (b) cereals : oats, mixed grains and spring wheat cultivated for grain ;
- (c) corn silage : corn to be fed to the insured person’s herbivores ;
- (d) barley : barley cultivated for grain.

DIVISION III COVERAGE AND DURATION OF COVERAGE

3. The categories of insured crops shall be covered against loss in yield caused by the harmful effects of the forces of nature enumerated in section 24 of the Act.

4. Flood is admissible as a cause of loss in yield provided it occurs while the insurance is in force and is an unforeseeable event caused by one of the forces of nature enumerated in section 24 of the Act.

5. 80% of the average yield established by zone is guaranteed by insurance for each insured category of crop.

6. The final harvest dates, which in the case of limited risks may not be extended, shall be those mentioned in Schedule A for the different zones of the collective plan with respect to cereals and corn silage.

DIVISION IV AVERAGE YIELD

7. For each of the insured categories of crop, the average yield shall be based on at least the last 6 years of production statistics.

The actual yield for the current year shall be combined with the average yield of prior years to determine the new average yield for the subsequent year. If yields are missing for certain years, yields are used that shall be based on relevant statistics, which are obtained from official sources, and which are recognized and applicable for a long period of time.

The average yield for each of the categories and zones appears in Schedule A.

DIVISION V INSURABLE VALUE

8. Every category of insured crop has an insurable value expressed in dollars.

9. The amount of the insurable value is the product of the allowed yield of a producer for the category concerned multiplied by the corresponding unit price.

10. The yield allowed a producer for forage plants shall be computed in accordance with the feed required for his animal units :

- (a) during the wintering period only ; or
- (b) during the entire year.

11. Animal units shall be based on an inventory of the herd and on the following equivalences :

1 adult cow :	1,0 animal units
1 gestating heifer :	1,0 animal units
Males or females that are	
1 to 2 years old :	0,8 animal units
Male or female animals,	
first wintering period :	0,5 animal units
1 steer :	1,0 animal units
1 horse :	1,0 animal units
1 sheep :	0,2 animal units.

12. (1) To meet feeding requirements during the wintering period, a maximum of dry fodder, including hay and corn silage, shall be allowed per animal unit. Such allowance for wintering shall be determined according to the duration of the wintering season for each of the zones and is given in Schedule A.

(2) To meet feeding requirements through the year, the maximum allowance of dry fodder, including hay, corn silage and pasture, shall be 4 540 kilograms per animal unit.

13. The yield allowed a producer for cereals in the product of the declared areas and of the average yield of the zone.

DIVISION VI COLLECTIVE APPRAISAL

14. Collective appraisal shall be made by crop sampling in the field for the purpose of establishing the actual zone yield. The crop is sampled at optimum growth by an in-

spector while the majority of producers in the zone are harvesting.

Where this method of sampling, whether or not it is carried out, cannot be used in establishing the yields during the growing season, the Régie may use any other method enabling appraisal to be made in that zone or part of a zone, as the case may be.

15. Collective appraisal procedures :

(1) **Site selection :** Sample sites are selected at random the coordinates of every site shall be chosen using a table of random numbers.

(2) **Number of sites :** The minimum number of sites per field shall be :

- (a) 3 for hay ;
- (b) 3 for cereals ;
- (c) 5 for corn silage.

(3) **Sampling :**

(a) hay and cereals : standard measuring instruments shall be used in sampling, the crop quantity taken from each of the sample sites ;

(b) corn silage : three stalks of corn per site are taken by cutting 10 centimetres from the ground. The first stalk is taken at a point determined by the coordinates and the 2 other stalks shall be taken ten plants on both sides of the chosen point.

(4) **Sample analysis and computation of yield :**

(a) hay : samples collected shall be weighed and tested for moisture ; the mass obtained is adjusted to match the mass of forage plants with 15% moisture content. The yield per hectare is obtained by extrapolation using such mass and the site area ;

(b) cereals : the quantity of cereals obtained on the sampled sites is determined and expressed as an adjusted mass with 15% moisture content. The yield per hectare is obtained by extrapolation using such mass and the site area ;

(c) corn silage : the average mass of a stalk is determined and then adjusted to correspond to a quantity of corn silage with 15% moisture content. The average distance between rows and stalks is taken into account in order to compute the number of stalks per hectare. The actual yield in kilograms per hectare is extrapolated by multiplying the average mass of a stalk by the number of stalks per hectare.

16. If losses in yield caused by risks covered occur after an appraisal by the Régie and before the final harvesting date, the Régie must reappraise the fields already sampled, in accordance with section 14.

DIVISION VII INDEMNITY

17. Where, in a given zone, for a crop category, the percentage of net loss exceeds the percentage of unguaranteed loss, every insured producer is entitled to an indemnity for a loss of yield in the category concerned. The indemnity payable shall be computed by multiplying the insurable value entered on the certificate for the said category of crops by the percentage of net loss. However the total indemnity payable to an insured producer for a given category of damaged crops may never exceed 80% of the insurable value of such category, including the amounts paid for limited risks.

18. In the case of limited risks, the indemnity payable in part of the zone shall be based on the percentage of net loss for the said category, taking into account the area adversely affected and the average yield of the zone.

DIVISION VIII DETERMINATION AND DELIMITATION OF ZONES

19. The zones mentioned in Schedule A are those determined and delimited by the Régie for the purposes of the insurance of mixed farming crops under the group plan.

DIVISION IX FINAL PROVISION

20. The establishment of a group insurance plan for mixed farming crops is ordered in the zones specified in Schedule A except those zones numbered as follows : 2-27, 2-28, 4-11, 4-14, 10-01, 10-02, 10-03, 10-04, 10-07 and 10-08.

SCHEDULE A

(ss. 6, 7, 12, 19 and 20)

Zone descriptions for the collective insurance plan, average yields, final harvest dates and winter allowances for those zones (1980 year of insurance).

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 1A-1 Saint-Modeste, Saint-Arsène, Saint-Georges-de-Cacouna, Saint-Épiphanie, Saint-Jean-Baptiste-de-l'Isle-Verte, l'Isle-Verte, Saint-Éloi, Notre-Dame-des-Neiges, Trois-Pistoles, Notre-Dame-des-Sept-Douleurs	3 526	15 Aug.	O* 1 717 B* 2 004 W 2 000*	5 Oct.	8 685	1 Oct.	2 903
Zone 1A-2 Saint-François-Xavier-de-Viger, Saint-Hubert, Saint-Cyprien, Saint-Clément, Saint-Paul-de-la-Croix, Sainte-Françoise, Saint-Jean-de-Dieu, Sainte-Rita, Saint-Pierre-de-Lamy	3 430	15 Aug.	O 1 670 B 2 004	10 Oct.			2 903
Zone 1A-3 Saint-Louis-du-Ha ! Ha !, Cabano, Notre-Dame-du-Lac, Dégelis	3 483	15 Aug.	O 1 639 B 2 004	10 Oct.			2 903
Zone 1A-4 Saint-Athanase, Pohénégamook, Saint-Joseph-de-la-Rivière-Bleue, Saint-Marc-du-Lac-Long, Saint-Jean-de-la-Lande, Packington, Saint-Eusèbe, Saint-Elzéar, Saint-Honoré	3 092	15 Aug.	O 1 417 B 2 004	10 Oct.			2 903
Zone 1A-5 Saint-Michel-du-Squatec, Saint-Juste-du-Lac, Auclair, Saint-Godard-de-Lejeune	3 174	15 Aug.	O 1 463 B 2 004	10 Oct.			2 903
Zone 1A-6 Saint-Simon, Saint-Mathieu-de-Rioux, Saint-Fabien, Saint-Eugène-de-Ladrière, Bic, Saint-Valérien, Sainte-Odile-sur-Rimouski, Rimouski	3 620	15 Aug.	O 1 815 B 2 004	5 Oct.			2 903

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 1A-7 Saint-Médard, Saint-Guy, Lac-des-Aigles, Biencourt, Esprit-Saint, Trinité-des-Monts	2 579	15 Aug.	O 1 403 B 2 004	10 Oct.			2 903
Zone 1A-8 Sainte-Blandine, Mont-Lebel, Saint-Narcisse-de-Rimouski, Saint-Marcellin, Saint-Gabriel, Fleuriault, Saint-François-Xavier-des-Hauteurs, Saint-Charles-Garnier, Saint-Donat (5 th concession)	3 388	15 Aug.	O 1 875 B 2 004	10 Oct.			2 903
Zone 1A-9 Sainte-Anne-de-la-Pointe-au-Père, Saint-Anaclet-de-Lessard, Luceville, Saint-Jean-Baptiste, Sainte-Luce, Mont-Joli, Sainte-Flavie, Grand-Métis, Métis-sur-Mer, Saint-Donat (excluding 5 th concession), Price	3 395	15 Aug.	O 1 708 B 2 004	5 Oct.			2 903
Zone 1A-10 Saint-Joseph-de-Lepage, Sainte-Angèle-de-Mérici, Saint-Antoine-de-Padoue, Saint-Octave-de-Métis	2 926	15 Aug.	O 1 808 B 2 004	5 Oct.			2 903
Zone 1A-11 Saint-Damase, Saint-Noël, Saint-Moïse, Sainte-Jeanne-d'Arc, La Rédemption, Saint-Cléophas, Lac-Malcolm	2 814	15 Aug.	O 1 806 B 2 004	10 Oct.			2 903
Zone 1A-12 Sayabec (excl. Lac-Malcolm), Sainte-Marie-de-Sayabec, Val-Brillant, Saint-Pierre-du-Lac, Saint-Benoît-Joseph-Labre, Amqui, Lac-au-Saumon, Saint-Jacques-le-Majeur-de-Causapsal, Causapsal	3 321	15 Aug.	O 1 828 B 2 004	10 Oct.			2 903

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 1A-13 Sainte-Irène, Saint-Léon-le-Grand, Saint-Zénon-du-Lac-Humqui, Saint-Edmond, Saint-Raphaël-d'Albertville, Sainte-Florence, Sainte-Marguerite, Saint-Tharcisius, Saint-Alexandre-des-Lacs	3 299	15 Aug.	O 1 812 B 2 004	10 Oct.			2 903
Zone 1A-14 Les Boules, Baie-des-Sables, Saint-Ulric-de-Matane, Saint-Ulric, Matane, Saint-Jérôme-de-Matane, Petite-Matane, Sainte-Félicité	3 105	15 Aug.	O 1 833 B 2 004	5 Oct.			2 903
Zone 1A-15 Saint-Léandre, Sainte-Paule, Saint-Jean-Baptiste- Vianney, Saint-René-de-Matane, Saint-Luc, Saint-Adelme, Saint-Nil, Saint-Jean-de-Cherbourg	3 020	15 Aug.	O 1 884 B 2 004	10 Oct.			2 903
Zone 1A-16 Grosses-Roches, Saint-Thomas-de-Cherbourg, Les Méchins, Saint-Paulin-Dalibaire, Capucins, Cap-Chat, Sainte-Anne-des-Monts, Saint-Joachim-de-Tourelle, La Martre, Marsoui, Rivière-à-Claude, Mont-Saint-Pierre, Saint-Maxime-du-Mont-Louis, Sainte-Madeleine-de-la-Rivière-Madeleine, Grande-Vallée, Petite-Vallée, Cloridorme	2 564	15 Aug.	O 1 549 B 2 004	10 Oct.			2 903
Zone 1A-17 L'Ascension-de-Patapédia, Saint-François-d'Assise, Saint-Alexis-de-Matapédia, Matapédia, Ristigouche, Saint-Fidèle-de-Ristigouche, Ristigouche-Sud-Est	3 504	15 Aug.	O 1 634 B 2 004	10 Oct.			2 903
Zone 1A-18 Pointe-à-la-Croix, Nouvelle, Escuminac, Saint-Omer, Carleton, Maria, Saint-Jules, Grande-Cascapédia	3 362	15 Aug.	O 1 478 B 2 004	5 Oct.			2 903

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 1A-19 New-Richmond, Saint-Alphonse, Caplan, Saint-Siméon, Saint-Elzéar, Bonaventure, New-Carlisle	3 386	15 Aug.	O 1 546 B 2 004	5 Oct.			2 903
Zone 1A-20 Hope, Hope-Town, Paspébiac, Paspébiac-Ouest, Saint-Godefroy, Shigawake, Port-Daniel-Ouest, Port-Daniel-Est, Sainte-Germaine-de-l'Anse-aux-Gascons, Newport, Pabos, Chandler, Pabos-Mills, Saint-François-de-Pabos, Grande-Rivière, Sainte-Thérèse-de-Gaspé, Percé, Gaspé	3 020	15 Aug.	O 1 335 B 2 004	10 Oct.			2 903
Zone 1A-21 Île-du-Havre-Aubert, L'Étang-du-Nord, Havre-aux-Maisons, Cap-aux-Meules, Fatima, Grande-Entrée, Grosse-Île, Île-d'Entrée	1 882	15 Aug.					2 903
Zone 1B-1 Saint-François, Saint-Pierre, Montmagny (Western part of Hwy 283), Berthier	3 890	15 Aug.	O 1 816 B 2 000 W 2 000*	1 Oct.	9 764	1 Oct.	2 722
Zone 1B-2 Cap-Saint-Ignace, L'Islet, Saint-Eugène, Saint-Jean-Port-Joli, Saint-Aubert, Saint-Roch, Sainte-Louise, Montmagny (Eastern part of Hwy 283), l'Île-aux-Grues	3 618	15 Aug.	O 1 526 B 2 000	1 Oct.	8 254	1 Oct.	2 722
Zone 1B-3 Sainte-Anne-de-la-Pocatière, La Pocatière, Rivière-Ouelle, Saint-Pacôme, Saint-Philippe, Saint-Louis, Kamouraska, Saint-Pascal	4 010	15 Aug.	O 1 730 B 2 000	1 Oct.	8 625	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 1B-4 Saint-Germain, Sainte-Hélène, Saint-André, Saint-Alexandre, Notre-Dame-du-Portage, Saint-Antonin, Saint-Patrice, Saint-Ludger	3 649	15 Aug.	O 1 663 B 2 000	1 Oct.	9 186	1 Oct.	2 722
Zone 1B-5 Saint-Cyrille, Saint-Damase, Saint-Onésime, Saint-Gabriel, Mont-Carmel, Saint-Bruno, Saint-Joseph	3 450	15 Aug.	O 1 504 B 2 000	5 Oct.	7 398	1 Oct.	2 722
Zone 1B-6 Saint-Juste, Saint-Fabien, Saint-Paul, Sainte-Euphémie, Notre-Dame-du-Rosaire, Sainte-Apolline, Sainte-Lucie, Saint-Marcel, Saint-Adalbert, Tourville, Sainte-Perpétue, Sainte-Félicité, Saint-Omer, Saint-Pamphile, Lac-Frontière	3 625	15 Aug.	O 1 414 B 2 000	5 Oct.	6 725	1 Oct.	2 722
Zone 2-1 Sacré-Coeur-de-Jésus, Tadoussac up to Sept-Îles	2 738	15 Aug.	O 1 258 B 2 000 W 2 000*	5 Oct.			2 722
Zone 2-2 Saint-Siméon, Saint-Fidèle, Cap-à-l'Aigle, La Malbaie, Clermont, Baie-Sainte-Catherine	3 397	15 Aug.	O 1 467 B 2 000	5 Oct.			2 722
Zone 2-3 Les Éboulements (excl. Plateau), Baie-Saint-Paul (Sainte-Croix and Saint-Ours Ranges), Saint-Urbain (Haut Rivière du Gouffre), Saint-Hilarion, Saint-Irénée, Sainte-Agnès, Notre-Dame-des-Monts, Saint-Aimé-des-Lacs, Pointe-au-Pic	3 100	15 Aug.	O 1 274 B 2 000	5 Oct.			2 722
Zone 2-4 Baie-Saint-Paul, Saint-Urbain, Saint-Joseph, Île-aux-Coudres, Petite-Rivière-Saint-François, Les Éboulements (Plateau)	3 291	15 Aug.	O 1 500 B 2 000	5 Oct.			2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 2-5 Saint-François, I.O., Saint-Jean, I.O., Saint-Laurent, I.O., Sainte-Famille, I.O., Saint-Pierre, I.O., Sainte-Pétronille, I.O., Saint-Tite-des-Caps, Saint-Joachim, Saint-Ferréol, Sainte-Anne-de-Beaupré, Château-Richer, L'Ange-Gardien, Boischatel	3 393	15 Aug.	O 1 781 B 2 000	25 Sept.			2 722
Zone 2-6 Neufchâtel, Bélair, Saint-Michel-Archange, Saint-Augustin, Ancienne-Lorette, Shannon, Valcartier, Charlesbourg, Beauport, Sainte-Foy, Stoneham, Notre-Dame-des-Laurentides, Tewkesbury	3 844	15 Aug.	O 2 163 B 2 000	25 Sept.	10 544	1 Oct.	2 722
Zone 2-7 Pont-Rouge, (Grand Capsa, Petit Capsa, 2 nd et 3 rd Fossambault Ranges, Range of Enfant-Jésus), Cap-Santé, Les Écureuils, Donnacona, Neuville	4 004	15 Aug.	O 1 986 B 2 190	25 Sept.	11 744	1 Oct.	2 722
Zone 2-8 Pont-Rouge, (1 st et 2 nd Ranges of Brûlé, East Hwy 365, Range of Petites-Montagnes), Sainte-Christine, Saint-Raymond, Saint-Léonard, Sainte-Catherine	3 497	15 Aug.	O 1 472 B 1 963	25 Sept.	11 097	1 Oct.	2 722
Zone 2-9 Pont-Rouge, (Ranges of Saint-Jacques, Terrebonne, Range of Brûlé, West Hwy 365), Saint-Basile, Portneuf : East Hwy Portneuf to Portneuf-Station	3 774	15 Aug.	O 1 834 B 2 427	25 Sept.	11 793	1 Oct.	2 722
Zone 2-10 Portneuf, (West Hwy Portneuf to Portneuf-Station), Deschambault, Saint-Marc-des-Carrières, Saint-Alban, (South rivière Sainte-Anne), Saint-Casimir, (South rivière Sainte-Anne), Grondines, Saint-Gilbert	3 766	15 Aug.	O 1 926 B 2 427	25 Sept.	12 246	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 2-11 Saint-Alban (North rivière Sainte-Anne), Saint-Casimir (North rivière Sainte-Anne), Saint-Thuribe, Saint-Ubald (Saint-Joseph Range)	4 037	15 Aug.	O 2 063 B 2 427	25 Sept.	11 662	1 Oct.	2 722
Zone 2-12 Saint-Ubald, Lac-aux-Sables, Notre-Dame-des-Anges, Rivière-à-Pierre	3 480	15 Aug.	O 1 702 B 2 000	25 Sept.	10 535	1 Oct.	2 722
Zone 2-13 Saint-Camille, Saint-Magloire, Sainte-Sabine	3 524	15 Aug.	O 1 699 B 2 000	5 Oct.			2 722
Zone 2-14 Saint-Raphaël, Saint-Nérée, Armagh, Saint-Lazare, Saint-Damien, Buckland, Saint-Philémon	3 469	15 Aug.	O 1 678 B 2 000	5 Oct.	10 319	1 Oct.	2 722
Zone 2-15 Saint-Charles, Saint-Gervais, Honfleur, 4 th Range of Saint-Lazare, 1 st Range of Saint-Raphaël	4 041	15 Aug.	O 1 949 B 2 281	25 Sept.	11 906	1 Oct.	2 722
Zone 2-16 Beaumont, Saint-Michel, La Durantaye, Saint-Vallier	3 926	15 Aug.	O 1 948 B 2 096	25 Sept.	11 226	1 Oct.	2 722
Zone 2-17 Breakeyville, Charny, Saint-Jean-Chrysostome, Pintendre, Lévis, Lauzon, Saint-Joseph-de-Lévis, Saint-David	3 750	15 Aug.	O 1 920 B 2 000	25 Sept.	11 861	1 Oct.	2 722
Zone 2-18 Saint-Henri, Saint-Lambert, (East rivière Chaudière)	3 815	15 Aug.	O 1 950 B 2 320	25 Sept.	11 726	1 Oct.	2 722
Zone 2-19 Saint-Isidore	3 785	15 Aug.	O 2 125 B 2 392	25 Sept.	12 564	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 2-20 Saint-Rédempteur, Saint-Étienne, Saint-Nicolas, Bernières, Saint-Antoine (East Hwy 273), Saint-Apollinaire (East Hwy 273, North Hwy 20), Saint-Lambert (West of rivière Chaudière)	3 702	15 Aug.	O 1 718 B 2 214	25 Sept.	9 719	1 Oct.	2 722
Zone 2-21 Sainte-Croix, Issoudun, Saint-Antoine (West Hwy 273), Saint-Apollinaire (West Hwy 273, North Hwy 20)	3 655	15 Aug.	O 1 994 B 2 446	25 Sept.	12 103	1 Oct.	2 722
Zone 2-22 Saint-Édouard, Lotbinière, Leclercville, Sainte-Emmélie	3 943	15 Aug.	O 2 039 B 2 136	25 Sept.	12 029	1 Oct.	2 722
Zone 2-23 Deschaillons, Parisville, Fortierville, Sainte-Françoise	3 836	15 Aug.	O 2 072 B 2 136	25 Sept.	12 266	1 Oct.	2 722
Zone 2-24 Saint-Agapit, Dosquet, Saint-Flavien, Laurier-Station, Joly, Saint-Apollinaire (South Hwy 20), Saint-Gilles (part of Seigneurie de Gaspé)	3 856	15 Aug.	O 1 856 B 2 118	25 Sept.	11 348	1 Oct.	2 722
Zone 2-25 Notre-Dame-de - Lourdes, Plessisville (less Range 9), Municipality of Sainte-Sophie, Villeroy	3 750	15 Aug.	O 1 878 B 2 673	25 Sept.	13 050	1 Oct.	2 722
Zone 2-26 Sainte-Anastasie, Sainte-Julie-Station, Laurierville, Range 9. Plessisville, Val-Alain	3 488	15 Aug.	O 1 978 B 2 000	25 Sept.	12 350	1 Oct.	2 722
Zone 2-27 Halifax-Nord, Saint-Ferdinand, Saint-Jean-Baptiste-Vianney, Saint-Pierre-Baptiste, Inverness	3 699	15 Aug.	O 1 715 B 2 000	25 Sept.	11 210	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 2-28 Irlande, Irlande partie nord, Saint-Adrien-d'Irlande, Black-Lake, Thetford-Mines, Robertsonville, Sacré-Coeur-de-Marie, Kinners-Mills, Saint-Antoine-de-Pontbriand, Saint-Jean-de-Brébeuf, Rivière-Blanche, Coleraine	3 475	15 Aug.	O 1 550 B 2 000	25 Sept.	10 450	1 Oct.	2 722
Zone 2-29 Saint-Sylvestre, Sainte-Agathe, Leeds, Nelson	3 484	15 Aug.	O 1 506 B 2 600	25 Sept.	10 425	1 Oct.	2 722
Zone 2-30 Saint-Patrice, Saint-Narcisse, Saint-Gilles	3 724	15 Aug.	O 1 735 B 2 017	25 Sept.	11 130	1 Oct.	2 722
Zone 3-1 Saint-René, Saint-Gédéon, part of Saint-Martin, (Range 1, first Range from the river), Saint-Samuel (lac Drolet), Saint-Ludger, Saint-Robert, Saint-Théophile	3 407	15 Aug.	O 1 488 B 2 000 W 2 000*	5 Oct.	10 295	1 Oct.	2 722
Zone 3-2 Lambton, Courcelles, Saint-Sébastien, Saint-Hilaire-de-Dorset	3 633	15 Aug.	O 1 710 B 2 000	5 Oct.	10 783	1 Oct.	2 722
Zone 3-3 Saint-Honoré, Saint-Évariste, La Guadeloupe, part of Saint-Martin (Ranges 2 and 3), part of Saint-Benoît (Ranges 6, 9 and others)	3 709	15 Aug.	O 1 907 B 2 000	5 Oct.	10 587	1 Oct.	2 722
Zone 3-4 Sainte-Rose, Saint-Zacharie, Saint-Louis-de-Gonzague, Saint-Luc, Sainte-Justine, Sainte-Germaine, Saint-Cyprien, Sainte-Aurélie, Saint-Prosper, Saint-Benjamin	3 393	15 Aug.	O 1 629 B 2 000	5 Oct.	9 809	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a. u.
Zone 3-5 Saint-Philibert, Saint-Georges (East and West), East part of Saint-Benoît (from Village towards Saint-Georges), Saint-Jean-de-la-Lande, Notre-Dame-des-Pins, Saint-Côme (Linière)	3 456	15 Aug.	O 1 774 B 2 000	1 Oct.	10 508	1 Oct.	2 722
Zone 3-6 Saint-Alfred, Saint-Victor, Saint-Ephrem, Beauceville (upper plateau West)	3 291	15 Aug.	O 1 858 B 2 000	1 Oct.	11 299	1 Oct.	2 722
Zone 3-7 Saint-Pierre-de-Broughton, East-Broughton (all of), Sainte-Clothilde, Saint-Méthode, Saint-Antoine-de-Daniel	3 371	15 Aug.	O 1 781 B 2 000	5 Oct.	10 168	1 Oct.	2 722
Zone 3-8 Saint-Séverin, Saint-Frédéric, Saint-Elzéar (Southern part of Hwy 216), Tring-Jonction, Saint-Jules	3 497	15 Aug.	O 1 695 B 2 000	5 Oct.	10 320	1 Oct.	2 722
Zone 3-9 Saint-Simon, Saint-Odilon, Beauceville (East), Saint-Joseph (East), Saints-Anges	3 460	15 Aug.	O 1 718 B 2 000	1 Oct.	10 276	1 Oct.	2 722
Zone 3-10 Sainte-Marie (bed and banks of the Chaudière), Vallée-Jonction (all of), Saint-Joseph (bed and banks of the Chaudière), Beauceville (bed and banks of the Chaudière)	4 062	15 Aug.	O 1 934 B 2 000	1 Oct.	12 225	1 Oct.	2 722
Zone 3-11 Saint-Malachie (upper plateau), Saint-Nazaire, Frampton, Saint-Léon-de-Standon	3 256	15 Aug.	O 1 671 B 2 000	5 Oct.	10 103	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 3-12 Saint-Malachie (Northern part — Seigneurie Louis-Joliette), Sainte-Claire (Eastern part of rivière Etchemin bordered by Range of Saint-Amable), Sainte-Marguerite, Sainte-Marie (upper plateau East)	3 549	15 Aug.	O 1 867 B 2 000	1 Oct.	12 098	1 Oct.	2 722
Zone 3-13 Saint-Bernard, Saint-Maxime-de-Scott, Saint-Elzéar (Northern part of Hwy 216)	3 947	15 Aug.	O 1 876 B 2 000	1 Oct.	12 273	1 Oct.	2 722
Zone 3-14 Saint-Anselme, Sainte-Hénédine, Sainte-Claire (North)	4 221	15 Aug.	O 1 876 B 2 000	1 Oct.	12 870	1 Oct.	2 722
Zone 4-1 Saint-Pierre-les-Becquets, Gentilly, Sainte-Cécile-de-Lévrard, Sainte-Sophie-de-Lévrard, Sainte-Marie-de-Blandford, Lemieux, Manseau, Saint-Joseph-de-Blandford	3 459	15 Aug.	O 1 809 B 2 000 W 2 000*	15 Sept.	11 656	1 Oct.	2 631
Zone 4-2 Bécancourt, Sainte-Gertrude, Sainte-Angèle, Précieux-Sang, Annaville, Saint-Célestin	3 430	15 Aug.	O 1 698 B 2 000	15 Sept.	12 376	1 Oct.	2 631
Zone 4-3 Saint-Grégoire, Nicolet, Saint-Jean-Baptiste-de-Nicolet, Nicolet-Sud, Saint-Antonin-de-la-Baie-du-Febvre, Baieville, Saint-Joseph-de-la-Baie-du-Febvre	3 692	15 Aug.	O 1 893 B 2 000	15 Sept.	12 884	1 Oct.	2 631
Zone 4-4 Notre-Dame-de-Pierreville, Saint-Thomas-de-Pierreville, Pierreville, Saint-François-du-Lac, Saint-Michel-de-Yamaska, Yamaska	3 646	15 Aug.	O 1 931 B 2 000	15 Sept.	12 591	1 Oct.	2 631

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 4-5 Saint-Gérard-Magella, Saint-David, Saint-Pie-de-Guire, Saint-Bonaventure, Saint-Guillaume	3 779	15 Aug.	O 1 880 B 2 000	15 Sept.	12 851	1 Oct.	2 631
Zone 4-6 La Visitation, Saint-Elphège, Saint-Zéphirin-de-Courval, Saint-Joachim-de-Courval	3 806	15 Aug.	O 1 884 B 2 000	15 Sept.	12 598	1 Oct.	2 631
Zone 4-7 Sainte-Monique, Grand-Saint-Esprit, Sainte-Perpétue, Sainte-Brigitte-des-Saults	3 852	15 Aug.	O 1 851 B 2 000	15 Sept.	13 352	1 Oct.	2 631
Zone 4-8 Saint-Léonard-d'Aston, Sainte-Eulalie, Saint-Wenceslas, Saint-Sylvere, Aston-Jonction, Saint-Raphaël	3 462	15 Aug.	O 1 728 B 2 000	15 Sept.	12 080	1 Oct.	2 631
Zone 4-9 Maddington, Daveluyville, Sainte-Anne-du-Sault, Saint-Valère, Saint-Rosaire, Saint-Louis-de-Blandford	3 805	15 Aug.	O 1 884 B 2 000	15 Sept.	12 304	1 Oct.	2 631
Zone 4-10 Princeville, Sainte-Victoire, Saint-Norbert-d'Arthabaska, Arthabaska, Victoriaville, Warwick	3 987	15 Aug.	O 1 927 B 2 000	15 Sept.	12 552	1 Oct.	2 631
Zone 4-11 Chester-Nord, Saint-Christophe-d'Arthabaska, Chester-Est (Sainte-Hélène-de-Chester), (Trottier-Mills), Chester-Ouest, Chesterville	3 366	15 Aug.	O 1 513 B 2 000	15 Sept.	10 096	1 Oct.	2 631
Zone 4-12 Saint-Albert-de-Warwick, Sainte-Séraphine, Sainte-Élisabeth-de-Warwick, Kingsey-Falls, Kingsey (Saint-Félix)	4 018	15 Aug.	O 1 823 B 2 000	15 Sept.	12 166	1 Oct.	2 631

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 4-13 Saint-Samuel, Saint-Jacques-de-Horton, Sainte-Clothilde-de-Horton, Notre-Dame-du-Bon-Conseil, Saint-Cyrille, (Wendover and Simpson), Saint-Lucien	3 595	15 Aug.	O 1 770 B 2 000	15 Sept.	11 392	1 Oct.	2 631
Zone 4-14 Saint-Eugène, Saint-Edmond-de-Grantham, Saint-Majorique-de-Grantham, Grantham-Ouest, Drummondville, Saint-Germain-de-Grantham, Wickham (North Hwy 139)	3 811	15 Aug.	O 1 795 B 2 000	15 Sept.	11 218	1 Oct.	2 631
Zone 4-15 Saint-Nicéphore, Wickham (South Hwy 139), L'Avenir, Durham-Sud, Sainte-Christine, Maricourt (North Hwy 222), (Parish of Lefebvre)	3 507	15 Aug.	O 1 658 B 2 000	15 Sept.	11 059	1 Oct.	2 631
Zone 5-1 Maricourt (South Hwy 222), Béthanie, Valcourt, Racine, Brompton, Gore, Lawrenceville, Sainte-Anne-de-la-Rochelle, Bonsecours, Stukely-Sud, Eastman, Bolton-Ouest, Saint-Étienne-de-Bolton, Bolton-Est, Austin, Saint-Benoît-du-Lac, Potton, Sutton, Abercorn	3 261	15 Aug.	O 1 230 B 2 000 W 2 000*	25 Sept.	9 701	1 Oct.	2 722
Zone 5-2 Omerville, Magog, Katevale, Sainte-Catherine-de-Hatley, Ayer's-Cliff, North-Hatley, Hatley, Hatley-Ouest, Stanstead, Odgen, Stanstead-Est, Stanstead-Plain, Rock-Island, Beebe-Plain	3 897	15 Aug.	O 1 567 B 2 000	25 Sept.	10 749	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 5-3 Ascot-Corner, Lennoxville, Huntingville, Waterville, Compton-Station, Compton, Moes-River	4 376	15 Aug.	O 1 662 B 2 000	25 Sept.	12 253	1 Oct.	2 722
Zone 5-4 La Patrie, Chartierville, Saint-Isidore-d'Auckland, Saint-Malo, Saint-Venant-de-Hereford, East-Hereford, East-Clifton, Saint-Herménégilde	3 951	15 Aug.	O 1 464 B 2 000	25 Sept.	9 685	1 Oct.	2 722
Zone 5-5 East-Angus, Westbury, Cookshire, Bury, Newport, Eaton, Sawyerville, Martinville, Sainte-Edwidge-de-Clifton, Johnville, Island-Brooks, Birchtown, Ranboro, Saint-Mathias	3 947	15 Aug.	O 1 567 B 2 000	25 Sept.	10 894	1 Oct.	2 722
Zone 5-6 Windsor, Saint-Grégoire-de-Greenlay, Saint- François-Xavier-de-Brompton, Bromptonville, Saint-Denis-de-Brompton, Fleurimont, Sherbrooke, Saint-Élie-d'Orford, Rock-Forest, Deauville	3 887	15 Aug.	O 1 448 B 2 000	25 Sept.	10 037	1 Oct.	2 722
Zone 5-7 Danville, Richmond, Melbourne, Ulverton, Kingsbury, Asbestos	3 756	15 Aug.	O 1 471 B 2 000	25 Sept.	10 035	1 Oct.	2 722
Zone 5-8 Wotton, Saint-Camille, Stoke, Saint-Claude, Saint-Georges-de-Windsor	4 021	15 Aug.	O 1 445 B 2 000	25 Sept.	9 556	1 Oct.	2 722
Zone 5-9 Saint-Julien, Saint-Fortunat, Saint-Jacques-le-Majeur, Saints-Martyrs, Ham-Nord, Notre-Dame-de-Lourdes-de-Ham, Saint-Adrien, Saint-Joseph-de-Ham-Sud	3 240	15 Aug.	O 1 233 B 2 000	25 Sept.	9 347	1 Oct.	2 722

<i>ZONE DESCRIPTION</i>	<i>Hay</i>		<i>Cereals</i>		<i>Corn silage</i>		<i>Hay and corn silage</i>
	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Winter allowance kg/a.u.</i>
Zone 5-10 Disraeli, Sainte-Praxède, Garthby, Stratford, Saint-Gérard, Fontainebleau, Weedon, Marbleton, Dudswell, Bishopton, Sainte-Marguerite-de-Lingwick	3 505	15 Aug.	O 1 322 B 2 000	25 Sept.	9 916	1 Oct.	2 722
Zone 5-11 Saint-Romain, Stornoway, Sainte-Cécile-de-Whitton, Nantes, Milan, Scotstown, Hampden, Val-Racine, Piopolis, Audet, Lac-Mégantic, Marston, Frontenac, Saint-Augustin-de-Woburn, Notre-Dame-des-Bois	3 366	15 Aug.	O 1 333 B 2 000	25 Sept.	9 538	1 Oct.	2 722
Zone 5-12 Barnston, Coaticook, Saint-Mathieu-de-Dixville, Kingscroft, Ways-Mills, Baldwin-Mills, Stanhope	4 370	15 Aug.	O 1 679 B 2 000	25 Sept.	12 032	1 Oct.	2 722
Zone 07-01 Saint-Justine-de-Newton, Hudson, Rigaud, Saint-Lazare, Sainte-Marthe, Île-Perrot, Saint-Rédempteur, Vaudreuil, Pointe-Fortune	4 035	15 Aug.	O 1 962 B 2 098 W 2 000*	15 Sept.	12 329	1 Oct.	2 540
Zone 07-02 Les Cèdres, Saint-Polycarpe, Saint-Zotique, Rivière-Beaudette, Saint-Clet, Dalhousie, Coteau-du-Lac, Saint-Télesphore	4 483	15 Aug.	O 2 017 B 2 130	15 Sept.	12 778	1 Oct.	2 540
Zone 07-03 Sainte-Barbe, Elgin, Huntingdon, Godmanchester, Sainte-Agnès-de-Dundee, Saint-Anicet, Hinchinbrook	4 483	15 Aug.	O 2 017 B 2 475	15 Sept.	11 881	1 Oct.	2 540

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 07-04 Grande-Île, Saint-Timothée, Beauharnois, Saint-Louis, Saint-Étienne, Saint-Stanislas, Melocheville, Maple-Grove, Valleyfield	5 156	15 Aug.	O 2 421 B 2 475	15 Sept.	12 105	1 Oct.	2 540
Zone 07-05 Ormstown, Saint-Chrysostome, Saint-Jean- Chrysostome, Howick, Saint-Antoine-Abbé, Très-Saint-Sacrement, Saint-Malachie-d'Ormstown	4 932	15 Aug.	O 2 134 B 2 475	15 Sept.	11 657	1 Oct.	2 540
Zone 07-06 Franklin, Hemmingford, Havelock	3 362	15 Aug.	O 1 625 B 1 906	15 Sept.	10 536	1 Oct.	2 540
Zone 07-07 Napierville, Saint-Blaise, Saint-Valentin, Saint-Paul-de-l'Île-aux-Noix, Saint-Bernard-de-Lacolle, Lacolle, Notre-Dame-du-Mont-Carmel, Saint-Cyprien	4 931	15 Aug.	O 2 242 B 2 578	15 Sept.	11 881	1 Oct.	2 540
Zone 07-08 Saint-Isidore, Saint-Urbain, Mercier, Sainte- Martine, Châteauguay, Saint-Paul-de-Châteauguay	4 931	15 Aug.	O 2 073 B 2 466	15 Sept.	11 656	1 Oct.	2 540
Zone 07-09 Saint-Rémi, Saint-Michel, Saint-Édouard, Sherrington, Sainte-Clothilde	4 259	15 Aug.	O 2 074 B 2 421	15 Sept.	11 433	1 Oct.	2 540
Zone 07-10 Brossard, Laprairie, Saint-Jacques-le-Mineur, Sainte-Catherine, Saint-Mathieu, Saint-Philippe, Saint-Constant, Candiac, Saint-Jean, Saint-Luc, L'Acadie, Delson	3 811	15 Aug.	O 1 906 B 2 421	15 Sept.	11 656	1 Oct.	2 540

<i>ZONE DESCRIPTION</i>	<i>Hay</i>		<i>Cereals</i>		<i>Corn silage</i>		<i>Hay and corn silage</i>
	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Winter allowance kg/a.u.</i>
Zone 07-11 Saint-Basile, Carignan, Chambly, Saint-Hubert, Longueuil, Saint-Lambert, Boucherville, Sainte-Julie, Varennes, Calixa-Lavallée, Notre-Dame, Lemoyne, Verchères, Contrecoeur, Saint-Bruno, Saint-Amable, Greenfield-Park	3 587	15 Aug.	O 1 794 B 2 152	15 Sept.	11 656	1 Oct.	2 540
Zone 8-01 Fort-William, Sheenboro, Chichester, Chapeau, Waltham, Davidson, Fort-Coulange, Vinton, Isle-aux-Allumettes, Campbell's-Bay (Western part of Hwy 301)	2 879	15 Aug.	O 1 089 B 2 000 W 2 000*	25 Sept.	8 848	1 Oct.	2 722
Zone 8-02 Fassett, Thurso, Masson (Eastern part), Plaisance, Papineauville, Montebello	3 694	15 Aug.	O 1 631 B 2 000	15 Sept.	11 744	1 Oct.	2 540
Zone 8-03 Campbell's-Bay (Eastern part of Hwy 301), Île-du-Grand-Calumet, Bryson, Portage-du-Fort, Starks-Corners, Beech-Grove, Shawville (Southern part up to the range of the 7 th line, Western limit of Clarendon township inclusively and Southern limit of Leslie township), Brystol (North of 6 th Range), Quyon (up to the limits of Gatineau county), Onslow (North of 7 th Range), Norway-Bay	3 454	15 Aug.	O 1 478 B 2 000	15 Sept.	11 382	1 Oct.	2 722
Zone 8-04 Saint-Pierre-de-Wakefield, Perkins, Notre-Dame-de-la-Salette, Val-des-Bois, Notre-Dame-du-Laus, Notre-Dame-de-Pontmain, Poltimore, La Pêche (Eastern part of the Gatineau), Buckingham (to the North of Range 5)	3 048	15 Aug.	O 1 220 B 2 000	25 Sept.	9 058	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 8-05 Masham, Wakefield, Low, Venosta, Kasabazua, Otter-Lake, Ladysmith, Schwartz, Farm-Point, La Pêche (Western part of the Gatineau), Yarm, Wilson-Corner, Cantley, Shawville (North part of the 8 th Range), Onslow-Nord	2 884	15 Aug.	O 1 156 B 2 000	25 Sept.	8 682	1 Oct.	2 722
Zone 8-06 Gracefield, Dorion (Township), Lac-Sainte-Marie, Bouchette, Sainte-Thérèse, Messine, Blue-Sea-Lake, Nortfield, Wright, Farley	3 075	15 Aug.	O 1 194 B 2 000	25 Sept.	9 880	1 Oct.	2 722
Zone 8-07 Sainte-Famille-d'Aumond, Bois-Franc, Montcerf, Grand-Remous, Maniwaki, Délage	2 732	15 Aug.	O 1 057 B 2 000	25 Sept.	8 414	1 Oct.	2 722
Zone 8-08 Ferme-Neuve, Mont-Saint-Michel, Sainte-Anne-du-Lac, Lac-Saint-Paul, Chute-Saint-Philippe	3 238	15 Aug.	O 1 142 B 2 000	25 Sept.	8 515	1 Oct.	2 722
Zone 8-09 Mont-Laurier, Lac-des-Écorces, Val-Barrette, Kiamika, Lac-des-Isles, Lac-du-Cerf, Des Ruisseaux	3 296	15 Aug.	O 1 234 B 2 000	25 Sept.	9 513	1 Oct.	2 722
Zone 8-10 L'Ascension, L'Annonciation, Labelle, La Macaza, La Minerve, La Conception, Lac-Nominingue	3 047	15 Aug.	O 1 145 B 2 000	25 Sept.	9 388	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 8-11 Saint-André-Avellin, Ripon, Notre-Dame-de-la-Paix, Montpellier, Chénéville, Lac-des-Plages, Namur, Duhamel, Saint-Sixte, Lochaber (Northern part), Amherst, Mayo, Ponsonby, Notre-Dame-du-Bon-Secours, Saint-Émile-de-Suffolk, Boileau, Lac-des-Plages	3 260	15 Aug.	O 1 393 B 2 000	25 Sept.	10 619	1 Oct.	2 722
Zone 8-12 Huberdeau, Arundel, Lac-des-Seize-Îles, Saint-Adolphe-d'Howard, Harrington, Morin-Heights, Saint-Jovite, Brébeuf, Saint-Faustin, Lac-Carré, Ivry-sur-le-Lac, Sainte-Agathe	3 111	15 Aug.	O 1 166 B 2 000	25 Sept.	10 273	1 Oct.	2 722
Zone 8-13 Calumet, Pointe-au-Chêne, Grenville (up to the 7 th Range, inclusively), Saint-Philippe, Brownsburg, Saint-André-Est, Lachute	3 793	15 Aug.	O 1 616 B 2 000	15 Sept.	11 432	1 Oct.	2 540
Zone 8-14 Eardley (Gatineau limits), Luskville, Breckenridge, Lucerne, Buckingham (to 4 th Range inclusively), Masson (Western part), Chelsea, Angers, Templeton-Est et Ouest, Touraine	3 557	15 Aug.	O 1 562 B 2 000	15 Sept.	11 136	1 Oct.	2 540
Zone 9-1 Townships : Mazenod, Fabre, Duhamel, Laverlochère	3 115	15 Aug.	O 1 744 B 1 877 W 1 877	10 Oct.			2 812
Zone 9-2 Included in Zones 1 and 3							

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 9-3 Guigues Township: from lots 1 to 54, Ranges III, IV, V, VI, VII, VIII and IX; Baby Township: from lots 1 to 54, Ranges I, II, III and Range IV completely; Guigues Township: Ranges I and II completely.	2 871	15 Aug.	O 1 869 B 1 877 W 1 877	10 Oct.			2 812
Zone 9-4 Baby Township: Ranges V to XV, inclusively; Townships: Gaboury, Latulipe, Brodeur, Blondeau, Guillet, Devlin, Montreuil, Nédelec, Rémigny, Guérin, Villars and Beaumesnil; Guigues Township: lots 55 to 74 Range III, lots 55 to 74 Range IV, lots 55 to 71 Range V, lots 55 to 69 Range VI, lots 55 to 66 Range VII, lots 55 to 62 Range VIII, lots 55 to 62 Range IX; Baby Township: lots 55 to 66 Range I, lots 55 to 66 Range II, lots 55 to 60 Range III.	2 931	15 Aug.	O 1 773 B 1 877 W 1 877	10 Oct.			2 812
Zone 9-5 Townships: Pont le Roy, Désandrouins, Caire, Basserode, Dufay, Montbeillard, Bellecombe, Vaudray, Dasserat, Beauchastel, Rouyn, Joannes, Montbray, Duprat, Dufresnoy, Cléricy Ranges I, II, III, IV and V of Hébécourt, Duparquet, Destor and Aiguebelle Townships	2 626	15 Aug.	O 1 360 B 1 877 W 1 877	10 Oct.			2 994
Zone 9-6 Ranges VI, VII, VIII, IX and X of Hébécourt, Duparquet and Destor. Ranges I, II, III, IV, V, VI, VII, VIII and IX of Roquemaure, Palmarolle and Poularies Townships	2 955	15 Aug.	O 1 459 B 1 289 W 1 289	10 Oct.			2 994

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 9-7 Ranges X of Roquemaure and Palmarolle Townships. Ranges I to IX inclusively of La Reine and La Sarre Townships	2 564	15 Aug.	O 1 252 B 1 289 W 1 289	10 Oct.			2 994
Zone 9-8 Ranges X of La Reine and La Sarre Townships. Desmeloizes, Clermont, Perron, Boivin, Paradis and Rousseau Townships	2 588	15 Aug.	O 1 241 B 1 289 W 1 289	10 Oct.			2 994
Zone 9-9 Ranges VI, VII, VIII, IX and X of Aiguebelle Township. Townships: Privat, Languedoc, Royal-Roussillon. Range X of Poularies Township; Ranges I of Chazel and Disson Townships	2 405	15 Aug.	O 1 317 B 1 289 W 1 289	10 Oct.			2 994
Zone 9-10 Townships: Manneville, Villemontel, Launay, Trécesson, Guyenne and Berry. Ranges I of Ligneris and Desboues Townships. Lots 1 to 5 of Ranges I to X of Figuery Township. Townships: Cadillac, Preissac, Bousquet and La Pause	2 958	15 Aug.	O 1 513 B 1 649 W 1 649	10 Oct.			2 994
Zone 9-11 Included in Zones 12 and 13							
Zone 9-12 Lots 6 to 64 of Ranges I to X inclusively of Figuery, Dalquier, Landrienne, Duverny, Béarn, Castagnier Townships. Ranges I of Miniac and Coigny Townships. Townships: La Corne, Malartic and La Motte	3 240	15 Aug.	O 1 599 B 1 649 W 1 649	10 Oct.			2 994

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 9-13 Townships: Pascalis, Tiblemont, Senneterre, Courville, Fiedmont, Barraute, Carpentier, Montgay, Ducrois, Rochebeaucourt, Lamorandière, Senneville, Vassan. Ragnes I, II, III and IV of Vassal, Despinassy and Bartouille Townships	2 914	15 Aug.	O 1 611 B 1 649 W 1 649	10 Oct.			2 994
Zone 10-01 Saint-Donat, Notre-Dame-de-la-Merci, Sainte-Marguerite, Val-Morin, Val-David, Sainte-Adèle, Chersey, Saint-Calixte, Saint-Hippolyte, Piedmont, Saint-Sauveur, Sainte-Anne-du-Lac, Bellefeuille, Saint-Jérôme, Saint-Antoine, New-Glasgow, Saint-Janvier, Sainte-Sophie, Sainte-Anne-des-Plaines, La Plaine, Saint-Canut, Saint-Colomban, Shawbridge	4 035	15 Aug.	O 1 794 B 2 000 W 2 000*	15 Sept.	12 329	1 Oct.	2 631
Zone 10-02 Saint-Hermas, Sainte-Scolastique, Saint-Benoît, Saint-Augustin, Saint-Placide	4 259	15 Aug.	O 1 715 B 2 000	15 Sept.	13 002	1 Oct.	2 631
Zone 10-03 Oka, Saint-Joseph, Sainte-Marthe, Saint-Eustache, Île-Perrot, Île-de-Montréal, Île-Jésus, Terrebonne, Sainte-Thérèse, Bois-des-Filion, Rosemère	3 811	15 Aug.	O 1 525 B 2 000	15 Sept.	10 761	1 Oct.	2 631
Zone 10-04 Charlemagne, L'Assomption, Saint-Gérard-Magella, Saint-Paul-l'Ermite, Saint-Sulpice, Repentigny, Lavaltrie, Lachenaie, Mascouche, Saint-Paul, L'Épiphanie	4 259	15 Aug.	O 2 018 B 2 000	15 Sept.	10 760	1 Oct.	2 631

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 10-05 Saint-Lin, Saint-Esprit, Saint-Roch-de-l'Achigan, Saint-Alexis, Saint-Jacques	4 259	15 Aug.	O 1 874 B 2 000	15 Sept.	13 195	1 Oct.	2 631
Zone 10-06 Saint-Thomas, Sainte-Élisabeth, Notre-Dame-de-Lourdes, Notre-Dame-des-Prairies, Joliette	3 940	15 Aug.	O 1 691 B 2 000	15 Sept.	12 614	1 Oct.	2 631
Zone 10-07 Lanoraie, Berthier, Saint-Cuthbert, Saint-Norbert, (except Northern part of Church), Saint-Viateur, Saint-Barthélemy, Îles-de-Berthier	3 810	15 Aug.	O 1 794 B 2 000	15 Sept.	12 330	1 Oct.	2 631
Zone 10-08 Saint-Cléophas, Saint-Gabriel-de-Brandon, Saint-Jean-de-Matha, Saint-Damien, Saint-Edmond, Saint-Alphonse, Sainte-Béatrix, Saint-Charles-de-Mandeville, Saint-Félix-de-Valois, Sainte-Émilie-de-l'Énergie, Saint-Zénon, Saint-Côme, Saint-Michel-des-Saints, Masson-Lavolette, Saint-Norbert (Northern part of Church)	3 810	15 Aug.	O 1 794 B 2 000	15 Sept.	10 312	1 Oct.	2 631
Zone 10-09 Rawdon, Sainte-Julienne, Sainte-Marie-Salomée, Saint-Liguori, Saint-Charles-Borromé, Crabtree, Saint-Pierre, Saint-Ambroise, Sainte-Mélanie, Sainte-Marcelline	3 937	15 Aug.	O 1 670 B 2 000	15 Sept.	12 496	1 Oct.	2 631
Zone 11-1 Maskinongé, Louiseville, Yamachiche, Trois-Rivières-Ouest, Pointe-du-Lac, Trois-Rivières	3 710	15 Aug.	O 1 677 B 2 000 W 2 000*	20 Sept.	12 644	1 Oct.	2 722

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 11-2 Champlain, Batiscan, La Pérade, Saint-Prosper, Sainte-Marthe-du-Cap-de-la-Madeleine, Saint-Louis-de-France, Cap-de-la-Madeleine, Saint-Maurice	3 719	15 Aug.	O 1 650 B 2 000	20 Sept.	12 713	1 Oct.	2 722
Zone 11-3 Saint-Stanislas, Sainte-Geneviève, Saint-Luc, Saint-Narcisse, Saint-Séverin	3 532	15 Aug.	O 1 554 B 2 000	20 Sept.	11 378	1 Oct.	2 722
Zone 11-4 Saint-Justin, Sainte-Ursule, Saint-Léon-le-Grand, Saint-Sévère, Saint-Barnabé	3 678	15 Aug.	O 1 731 B 2 000	20 Sept.	11 831	1 Oct.	2 722
Zone 11-5 Saint-Alexis, Saint-Didace, Saint-Édouard, Sainte-Angèle, Saint-Paulin, Charette, Saint-Étienne-des-Grès, Saint-Élie, Saint-Mathieu, Saint-Boniface, Saint-Gérard-des-Laurentides, Belleau, Hunterstown	3 314	15 Aug.	O 1 394 B 2 000	20 Sept.	10 310	1 Oct.	2 722
Zone 11-6 Notre-Dame-du-Mont-Carmel, Saint-Théophile (Lac à la Tortue), Grand-Mère, Shawinigan, Saint-Timothée, Saint-Tite, Sainte-Thècle, La Tuque, Saint-Georges, Saint-Jean-des-Piles, Grandes-Piles, Saint-Adelphe, Saint-Roch-de-Mékinac, Boucher, Haute-Mauricie, Langelier	3 492	15 Aug.	O 1 488 B 2 000	20 Sept.	10 949	1 Oct.	2 722
Zone 12-1 Grande-Baie, Port-Alfred, Bagotville, Chicoutimi (Ranges of Saint-Jean-Baptiste, Saint-Joseph, Saint-Martin)	3 725	15 Aug.	O 1 910 B 2 213 W 2 000*	10 Oct.			2 812

<i>ZONE DESCRIPTION</i>	<i>Hay</i>		<i>Cereals</i>		<i>Corn silage</i>		<i>Hay and corn silage</i>
	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Average yield kg/ha</i>	<i>Final harvest date</i>	<i>Winter allowance kg/a.u.</i>
Zone 12-2 Jonquière, Laterrière, Chicoutimi (less Ranges Saint-Jean-Baptiste, Saint-Joseph and Saint-Martin)	3 811	15 Aug.	O 1 935 B 2 213	10 Oct.			2 812
Zone 12-3 Saint-Fulgence, Valin, Chicoutimi-Nord, Shipshaw	3 235	15 Aug.	O 1 857 B 2 213	10 Oct.			2 812
Zone 12-4 Saint-Honoré, Falardeau, Bégin, Saint-Léon, Saint-Ambroise (Northern part)	2 962	15 Aug.	O 1 642 B 2 213	10 Oct.			2 812
Zone 12-5 Saint-Nazaire (less the Western part), Larouche, Saint-Charles, Saint-Ambroise (Southern part)	2 963	15 Aug.	O 1 597 B 2 213	10 Oct.			2 812
Zone 12-6 Alma (sud la Petite Décharge), Saint-Gédéon, Saint-Bruno, Hébertville-Station	3 664	15 Aug.	O 2 150 B 2 213	10 Oct.			2 812
Zone 12-7 Sainte-Croix, Hébertville, Saint-Jérôme (Range 1 Signay), Desbiens	3 941	15 Aug.	O 2 162 B 2 213	10 Oct.			2 812
Zone 12-8 Saint-Coeur-de-Marie, Isle-d'Alma, Saint-Henri, Sainte-Monique, L'Ascension, Saint-Nazaire (Western part)	2 968	15 Aug.	O 1 939 B 2 213	10 Oct.			2 812
Zone 12-9 Sainte-Marguerite, Mistassini, Sainte-Jeanne-d'Arc, Saint-Augustin, Péribonka	2 663	15 Aug.	O 1 612 B 2 213	10 Oct.			2 812

ZONE DESCRIPTION	Hay		Cereals		Corn silage		Hay and corn silage
	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Average yield kg/ha	Final harvest date	Winter allowance kg/a.u.
Zone 12-10 Girardville (upper Ranges 1 to 4 of Albanel), Notre-Dame-de-Lorette, Saint-Eugène, Saint- Stanislas, Sainte-Élizabeth, Dolbeau, Saint-Thomas	2 808	15 Aug.	O 1 386 B 2 213	10 Oct.			2 812
Zone 12-11 Normandin, Albanel (less Ranges 1 to 4), Saint-Edmond, Girardville (Grand Rang)	3 456	15 Aug.	O 1 509 B 2 213	10 Oct.			2 812
Zone 12-12 Saint-Méthode	3 367	15 Aug.	O 1 600 B 2 213	10 Oct.			2 812
Zone 12-13 Saint-Félicien, La Doré, Saint-Prime	3 904	15 Aug.	O 1 662 B 2 213	10 Oct.			2 812
Zone 12-14 Lac-Bouchette, Saint-Hedwidge, Saint-François-de-Sales, Saint-André	2 695	15 Aug.	O 1 498 B 2 213	10 Oct.			2 812
Zone 12-15 Otis, Ferland, Boileau, Anse-Saint-Jean, Petit Saguenay	3 262	15 Aug.	O 1 272 B 2 213	10 Oct.			2 812
Zone 12-16 Pointe-Bleue, Roberval, Chambord	3 353	15 Aug.	O 1 912 B 2 213	10 Oct.			2 812

* Wheat : provincial yield - 2 000 kg/ha for all zones, except those of region 9

* O : Oats

* B : Barley

O.C. 1676-78, (1979) 111 G.O., 73
O.C. 1784-79, (1979) 111 G.O., 6879
Decision of 31.01.80, (1980) 112 G.O.II, 1125

O.C. 3300-80, (1980) 112 G.O.II, 4371 and (1981) 113 G.O.II, 20
Decision of 19.08.81, (1981) 113 G.O.II, 3069



c. A-30, r.17

Regulation respecting the insurance of mixed farming crops under the individual plan

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “abandonment” : the fact that an insured person renounces the insurance benefits with respect to a damaged field, subject to the conditions and compensation prescribed in subsection 4 of section 17 ;

(b) “insured person” : a producer who is eligible to receive or who holds an insurance certificate ;

(c) “field” : land which is clearly delimited and on which a category of insured crop is cultivated ;

(d) “loss index” : the relation between the indemnity paid by the Régie and the premium collected ;

(e) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;

(f) “first year field” : a field which was planted in the year preceding the year of insurance ;

(g) “Régie” : the Régie des assurances agricoles du Québec ;

(h) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass at 15% moisture ;

(i) “insured yield” : the quantity of the crop which corresponds to 80% of the total yield ;

(j) “average yield” : the yield per hectare established in accordance with section 8 or section 21, where applicable ;

(k) “actual yield” : the yield determined by an individual appraisal.

DIVISION II ELIGIBILITY

2. Categories : The categories of insurable crops with their various elements are subdivided as follows :

(a) fields : first year fields of leguminous plants and fields of the second year or more of leguminous or gramineous plants ;

(b) cereals : oats, mixed grains and spring wheat cultivated for grain ;

(c) corn silage : corn cultivated to be fed to the insured person's herbivores ;

(d) barley : barley cultivated for grain.

The producer must insure before 30 April of the year covered by the protection the whole of any category he has chosen unless the Régie excludes certain fields therefrom.

Land rented after 30 April or cultivated on an occasional basis is not eligible for insurance.

The minimum area for a category is 4 hectares.

3. Date of seeding : The seeding must be completed with the varieties recommended by the Conseil des productions végétales du Québec, or accepted by the Régie, before the following dates :

(a) 1 June for spring wheat ;

(b) 15 June for oats, barley and corn silage.

4. Crop plan : Insured crops must be planted and cultivated in accordance with a crop plan, in conformity with the techniques recommended by the Conseil des productions végétales du Québec.

5. Density and type of plants : The fields insured must consist of cultivated species.

Fields of leguminous plants of one year or more must contain 100 plants or more per square metre.

Seventy-five percent of the gramineous plants in fields of gramineous plants must be cultivated.

Fields of corn silage must contain 60 000 plants per hectare.

DIVISION III PROTECTION

6. Scope : Insurable categories of crops are protected against :

- (a) the harmful effect of the forces of nature contemplated in paragraphs *a* to *g* and in paragraph *j* of section 24 of the Act ;
- (b) flood, where it is an exceptional occurrence and is caused by a force of nature ;
- (c) insects and uncontrollable plant diseases.

7. Duration :

(1) For annuals, protection begins with seeding ; for perennials, it begins at the beginning of vegetation.

Protection ends on the final harvest dates, which are :

- (a) 15 August for fields on which the first cut was made ;
- (b) 15 September for fields on which the second cut was made ;
- (c) 25 September for oats, barley and wheat ;
- (d) 1 October for corn silage.

(2) First year fields of leguminous plants may be protected against ground frost if the producer insured all his fields during the preceding year or if the said fields were inspected before 1 November prior to the year of insurance.

In both cases, protection begins on 1 November prior to the current year of insurance.

(3) The Régie may extend the protection beyond the final dates set in the cases provided for in the second paragraph of section 25 of the Act if an insured person notifies the Régie in writing of his delay in completing the harvest and if he promptly specifies the cause thereof.

8. Average yield : In the case of forage plants, hay, or corn silage, the average yield is set according to the feeding requirements on the farm, of the producer's livestock, excluding those met by grazing. The yield to be set for corn silage must not exceed the storage capacity of the silos.

Where a producer has had, since the year 1973, less than 3 years of experience with the Régie, the average yield is determined upon the filing of supporting documents ; it shall be set at a maximum of 1 700 kilograms per hectare for oats and of 2 000 kilograms per hectare for barley and wheat. During a producer's first 3 years of experience, he may not be granted an increase in average yield if his loss index for the preceding year was greater than 1.

Where a producer has had, since the year 1973, more than 3 years of experience with the Régie, the average yield is limited to the average of the yields obtained.

9. Alteration of agricultural programme : An insured person may change the areas that are cultivated and insured provided that he submits his application therefor before 1 July.

The Régie shall verify the eligibility of the new areas and reevaluate, where applicable, the insured yield and the assessment payable.

10. Percentage of protection : The insurance protects 80% of the total yield of an insured category of crop.

DIVISION IV NOTICE OF DAMAGE

11. Period for giving notice : As soon as a producer ascertains that one of the insured causes has damaged a crop, he must notify the Régie immediately so that the representative of the Régie may ascertain the cause of damage and make the appraisal while the crop is still standing.

For losses occurring after cutting, a notice of damage must always be given, whether or not an appraisal was made, when the crop is still in the field. The damage must be ascertained when the crop is still in the field.

The insured person must formulate a notice of damage each time damage occurs.

For damage caused by ground frost, a notice of damage must be given by 1 June.

The deadlines for giving a notice of damage coincide with the final harvest dates.

12. Content : A notice of damage must indicate the category of crop affected, the probable cause, the extent of damage and, where applicable, the date on which the damage occurred. To be accepted, a notice of damage given verbally must be confirmed in writing as soon as possible by the insured person.

DIVISION V APPRAISAL

13. For the purposes of determining the actual yield of the damaged crop, the Régie carries out an individual appraisal of the crop through an inspector.

14. The individual appraisal shall be made by the method of sampling the crop in the field.

Where the method of sampling the crop in the field cannot be applied or fails to produce the desired results, the individual appraisal may be made by an actual count of the crop that has been garnered, silaged or delivered.

15. Sampling of the crop on the field is carried out according to the following methods and procedures :

(1) **Determination of the sites to be sampled :** When the area of the field is known, the co-ordinates of the sites to be sampled are established by means of the table of random numbers.

(2) **Taking of samples :** The quantity of the crop on each of the sites to be sampled shall be taken by means of standard measuring instruments.

(3) **Analysis of samples and computation of actual yield :** The samples taken on each site are weighed and a moisture test is made ; this weight is then adjusted, where necessary, so that it corresponds in quantity to cereals containing 15% moisture. The actual yield thus obtained on the area sampled is extended to obtain the actual yield per hectare.

16. Unless an individual appraisal shows a greater actual yield, the actual yield of a cut where hay is harvested, for which a notice of damage was not given, corresponds to the estimated yield for such cut in accordance with subsection 5 of section 17.

DIVISION VI INDEMNITY

17. (1) The compensation rates per hectare for the operation carried out shall be :

(a) *for emergency measures :*

disking :	8,00 \$/ha
harrowing :	7,00 \$/ha
plowing :	24,00 \$/ha
rolling :	4,00 \$/ha

(b) *for special protection :*

disking :	6,40 \$
harrowing :	5,60 \$
plowing :	19,20 \$
rolling :	3,20 \$

(c) *seeding of forage plants :*

gramineous and leguminous plants :	33,00 \$/ha
pure alfalfa :	50,00 \$/ha

(d) *seeding of cereals :*

uncertified :	20,00 \$/ha
certified :	37,00 \$/ha

(e) *seeding of corn silage :* 46,00 \$.

(2) **Special protection :** Where the harmful effect of a force of nature prevents the insured person from completing his seeding, the insured person shall be entitled to the aforementioned compensations for the measures carried out.

He shall also be entitled to 100% of the cost of nitrogenous fertilizers and to 20% of the cost of potassium and phosphated fertilizers applied before the final date of seeding in accordance with the recommendations of the Conseil des productions végétales du Québec. However, supporting documents must be filed with the Régie.

For unseeded areas of corn silage, he shall be entitled to a lump sum of 25 \$ per hectare.

Upon payment of compensations for unseeded areas, the insurance shall be cancelled for the said areas.

If, however, the seeding of another insurable crop in the same category does not exceed the expiry dates the insured person is bound to carry out the said cultivation. By altering the programme, the Régie shall determine the new average yield and shall adjust, where applicable, the assessment payable. In such case, no compensation shall be paid.

(3) **Emergency measures :** A producer is always bound to carry out the necessary emergency measures to prevent the harmful effects of a cause of damage from affecting the yield.

Emergency measures authorized by the Régie and carried out in accordance with its recommendations shall be compensated at the rates provided for in subsection 1.

Where the damage is caused by ground frost, the recommended measures must be completed before 10 June to insure good growth.

However, if the producer fails to carry out the recommended measures, no compensation shall be paid and the insurance shall be cancelled for the areas concerned.

(4) **Abandonment** : An insured person who obtains the written authorization of the Régie to abandon a damaged field shall receive a lump sum equal to 80% of the insured value of the field.

An application for authorization to abandon a field damaged by a force mentioned in paragraph j of section 24 of the Act must reach the Régie before 1 June of the insurance year.

(5) **Decrease in yield** : In the case of a loss in yield due to the harmful effects of one of the forces of nature referred to in section 24 of the Act, the indemnity to which an insured person is entitled is computed according to the difference in mass between the insured yield and the actual yield valued on the basis of the unit price fixed by the Régie.

For a loss in yield due to any cause other than losses incurred after the cut, all cuts must be considered.

Losses incurred after the cut may entail payment of an indemnity where they occur before the crop is ready to be garnered ; the indemnity provided for in the first paragraph is divided in a proportion of 60% for the first cut and 40% for the second where 2 cuts are provided for in the application for insurance.

Such indemnity may not exceed the insured value under any circumstances.

(6) **Harvest fees avoided** : Any harvest which is the subject of an indemnization and which was not completed on the date prescribed is subject to an indemnity deduction for the harvest fees avoided, at the following rates per hectare :

(a) cereals :	15 \$
(b) corn silage :	25 \$.

DIVISION VII

ADDITIONAL PROTECTION TO PERSONS

INSURED UNDER THE COLLECTIVE PLAN

18. Except for sections 6, 8 and 16, subsection 2 of section 7 and subsection 5 of section 17, the provisions of this Regulation apply to this Division.

19. To be eligible for the protection provided for in this Division, a producer must, in addition to meeting the eligibility requirements prescribed in Division II, be registered in a collective mixed farming crop insurance plan within the meaning of section 31 of the Act.

20. The crop categories listed in section 2 and insurable pursuant to this Division are protected against a loss in yield resulting, for the categories indicated, from the harmful effects of the following forces of nature :

- (a) hurricane, for all categories ;
- (b) excess rain, for cereals, barley and corn silage ;
- (c) spring frost, for corn silage ;
- (d) wild animals including birds, for all categories ;
- (e) army-worm, for all categories ;
- (f) corn borer, for corn silage.

21. The average yield applicable to an insured person's crop categories pursuant to this Division is the average yield per area unit of these crops in the zone where it is situated depending on whether it is determined by the Régie in the Regulation respecting the insurance of mixed farming crops under the collective insurance plan and the delimitation of zones for the purposes of establishing the plan (c. A-30, r.16).

22. The subsections 3 and 4 of section 17 are applicable to this Division for the sole causes of damages listed in section 20.

23. The indemnity to which an insured person is entitled pursuant to this Division is the difference in mass between 80% of the average yield applicable in accordance with section 21 and the actual yield reached in his operation for the crop category concerned.

O.C. 1785-79, (1979) 111 G.O., 6873
 Decision of 31.01.80, (1980) 112 G.O.II, 1157
 Decision of 19.08.81, (1981) 113 G.O.II, 3070



c. A-30, r.18

Regulation respecting the insurance of cigar and pipe tobacco

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, the following words and expressions mean :

- (a) “producer” : the owner, lessee or occupant of a cultivated farm ;
- (b) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (c) “Régie” : the Régie des assurances agricoles du Québec ;
- (d) “insured” : the producer who is eligible to receive or who holds an insurance certificate ;
- (e) “inspector” : any person authorized by the Régie to inspect crops and to make an individual appraisal ;
- (f) “yield” : quantity of tobacco expressed in weight, after drying ;
- (g) “average yield” : yield determined in accordance with Division V ;
- (h) “insured yield” : yield which corresponds to 80% of the average yield ;
- (i) “actual yield” : yield determined in accordance with Division X ;
- (j) “plan of the farm” : document filed by a producer which delimits the areas of which he is the owner, lessee or occupant, including the area cultivated per field ;
- (k) “alteration of agricultural program” : change proposed by the insured to the application for insurance and which requires a revision of the insured yield or re-evaluation of the assessment payable ;
- (l) “nondescript tobacco (ND)” : cigar and pipe tobacco whose quality does not meet the standards which permit it to be graded in one of the established grades but which, nevertheless, represents a recognized trade value ;

(m) “Board” : the Québec Pipe and Cigar Tobacco Producers’ Board ;

(n) “regional average” : the average yield weighted according to areas and calculated according to zones on an annual basis as well as on the cycle of the last 10 years.

DIVISION II ELIGIBILITY

2. Cigar and pipe tobacco shall be insurable under this Regulation.

3. The producer must insure the whole area of cigar and pipe tobacco cultivated.

4. In addition to the condition prescribed in section 3, the cigar and pipe tobacco crop shall be eligible for insurance where :

- (a) it is delimited by means of a plan of the farm accepted by the Régie ;
- (b) it is cultivated over a minimum area of one square arpent (0,34 hectare) ;
- (c) it originates from varieties of seeds adapted to the climate of the region and to the soil of the farm and which are accepted by the Régie ; and
- (d) it is cultivated and processed after picking according to generally recognized and recommended technique and standards.

DIVISION III PROTECTION

5. While the insurance is in force it shall protect the cigar and pipe tobacco crop against a loss in yield resulting from the harmful effect of the following forces of nature :

- (a) snow ;
- (b) hail ;
- (c) hurricane ;
- (d) excessive rain ;
- (e) drought ;
- (f) frost ;
- (g) wild animals ;
- (h) excessive wind ;

- (i) excessive humidity ;
- (j) excessive heat ;
- (k) flood, provided that it occurs while the insurance is in force and is an exceptional occurrence caused by one of the forces of nature listed above ;
- (l) cut worm (*Scotia Ypsilon*, *Scotia Segetum*) ;
- (m) the following plant diseases : Potato virus "Y", Cucumber mosaic virus.

6. Notwithstanding the list in paragraphs *l* and *m* of section 5, the cigar and pipe tobacco crop shall also be protected against a loss in yield resulting from the harmful effect of any insect or plant disease which occurs in the form of infestation or epidemic and which requires collective means of protection.

The same protection shall apply where there is no recognized method to check the infestation or epidemic.

7. The insurance against the loss in yield shall protect 80% of the average yield of the cigar and pipe tobacco crop.

8. While the insurance is in force it shall also protect the cigar and pipe tobacco crop against the reduction in quality due to the harmful effect of hail and which results in the presence of nondescript tobacco (ND).

This protection against the reduction in quality shall apply according to the terms and conditions provided in Division X.

DIVISION IV DURATION OF PROTECTION

9. The insurance shall be in force every year from the beginning of planting, to the extent that it is possible, until the end of picking.

10. The insurance shall protect the cigar and pipe tobacco crop provided that the planting is carried out between 20 May and 20 June.

The planting period may be extended beyond 20 June upon the express authorization of the Régie. In such case, the average yield may be reduced accordingly.

11. The cigar and pipe tobacco crop shall not be protected by the insurance for damage resulting from forces of nature which are covered but which occur after 12 September.

However, where it is impossible to complete the picking by such date because of forces of nature which are covered but which occurred prior thereto and the insured complies with section 47, the protection shall be extended.

DIVISION V AVERAGE YIELD

12. (1) The average yield, based on data covering the last 10 years and weighted according to areas, is established as follows :

(a) where a producer produces and insures tobacco for the first year, according to the regional average determined annually by the Régie ;

(b) where a producer has data on the yield for the last 10 years, according to the average obtained on his own farm on the basis of the yields furnished by the Board ;

(c) where a producer has data on the yield covering 5 years, 6 years, 7 years, 8 years or 9 years, according to the average obtained on his own farm during these 5, 6, 7, 8 or 9 years, on the basis of the yields furnished by the Board and by adding, for the missing years, the regional average readjusted in proportion to the producer's performance, but without ever exceeding the limit of 130% of the regional average ;

(d) where a producer has data on the yield covering 4 years, 3 years, 2 years or 1 year, according to the average obtained on his own farm during these 1, 2, 3 or 4 years, on the basis of the yields furnished by the Board and by adding, for the missing years, the regional average readjusted in proportion to the producer's performance, but without ever exceeding the regional average ; if, during these first 4 years, a producer has a yield of less than 60% of the regional average, a yield corresponding to 60% of the regional average shall be granted to him for the missing years.

(2) Two categories of tobacco shall be considered for the purpose of calculating the average yield :

(a) cigar tobacco and grand pipe tobacco (Grand rouge, Grand bleu, Connecticut, Grand havana) ; and

(b) aromatic pipe tobacco (Belgique, Rose Quesnel, Parfum d'Italie, Obourg, Petit Canadien).

13. Subject to the terms and conditions prescribed in section 52 of the Act, the Régie may, prior to the issuance of the insurance certificate, modify the average yield proposed in the application for insurance where, following

inspection of the farm, it discovers deficiencies in the application of production and management techniques.

DIVISION VI APPLICATION FOR INSURANCE AND INSURANCE CERTIFICATE

14. A producer who wishes to insure his cigar and pipe tobacco crop must, prior to 30 April of the year during which the protection will be in force, submit an application therefor to the Régie on the form prescribed for such purpose and pay the assessment payable.

15. The application for insurance accompanied by a plan of the farm must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the identification of the farm (cadastre number) ;
- (c) the status of the producer (owner, lessee or occupant) ;
- (d) the area cultivated and the average yield ;
- (e) the attestation by the producer of the accuracy of the information entered therein and also a commitment to furnish any other pertinent information and to comply with the Act and the Regulation ;
- (f) the date and place where it is completed and signed ; and
- (g) any other pertinent information for putting the insurance into effect.

16. The application for insurance must bear the signature of the producer or his employee as well as that of the representative authorized by the Régie.

17. When an application for insurance is submitted for the same crop by 2 or several persons, the Régie, having allowed each person to be heard, shall issue a single insurance certificate in the name of the person who meets the definition of producer within the meaning of the Act.

18. The insurance certificate issued to the producer entitled thereto must contain the following information :

- (a) the identification of the producer (name, given name, address) ;
- (b) the area cultivated and the average yield ;
- (c) the yield insured, the value insured and the unit price ; and

(d) the assessment of the producer and the contribution of the Government.

19. The insurance certificate must bear the signature of the president and general manager of the Régie.

20. If 2 or several insurance certificates are issued to a producer, only the most recent shall be deemed to be in force.

21. Subject to the terms and conditions prescribed in section 52 of the Act, the application for insurance shall be cancelled and the assessment repaid where a producer refuses or cannot comply with the conditions under which an insurance certificate may be issued to him.

DIVISION VII ALTERATION OF AGRICULTURAL PROGRAM

22. As soon as the insured alters an agricultural program, he must notify the Régie thereof without delay and not later than 1 July of the year of the insurance.

23. The notice of an alteration of agricultural program may be given verbally or in writing. To be accepted, the notice given verbally must be confirmed in writing.

24. Even if notification is given in the prescribed time limit and form, the alteration of the agricultural program with respect to a cigar and pipe tobacco crop planted after the date fixed in section 11 or cultivated on an acquired leased or occupied area after the date indicated in section 14 shall not give rise to the protection offered by the insurance.

DIVISION VIII NOTICE AND VERIFICATION OF DAMAGE

25. When the insured discovers that any of the forces of nature contemplated in sections 5, 6 and 8 produces effects that could reduce the yield and quality of the insured crop, he must notify the Régie thereof without delay.

A notice of damage must be given every time any of these forces of nature produces such effects.

26. The notice of damage must be given at a time when it is possible to the Régie to make routine investigations on the field, that is, as the case may be, before the carrying out of emergency measures and before the damaged crop is stored or delivered.

27. Subject to section 26, the latest acceptable date for a first notice of damage is fixed at 12 September.

28. The notice of damage may be given verbally or in writing. To be accepted, the notice of damage given verbally must be confirmed in writing.

29. The notice of damage must describe the damaged crop, the area affected and the cause of the anticipated loss in yield or reduction in quality.

30. The insured who fails to give notice of damage in the prescribed form and time limit cannot claim payment of a compensation or an indemnity.

31. Upon receipt of a notice of damage in compliance with this Division, the Régie shall carry out a verification of damage through an inspector.

32. The verification of damage permits verification of the area and the yield affected, an evaluation of the extent of the damage and the determination of its cause.

The inspector shall also indicate, in the report to be completed and signed by him, any information relevant to the assessment of the claim.

DIVISION IX EMERGENCY MEASURES AND COMPENSATION

33. The emergency measures which may give rise to the payment of compensation are classified as follows :

(a) replantation : replantation gives rise to compensation provided that 20% or more of the area already planted requires replanting ;

(b) straightening of plants damaged by hail or excessive wind.

34. To claim payment of compensation, the insured must :

(a) have given the notice of damage without delay ;

(b) have permitted the verification of damage by the Régie ;

(c) have received the prior authorization to the Régie to carry out emergency measures ; and

(d) have carried out such emergency measures in accordance with the recommendations of the Régie.

35. The amount of the compensation is computed according to the following rates :

(a) replanting : 35 \$ per arpent, 103 \$ per hectare ;

(b) straightening of plants :

Percentage of plants affected per arpent (hectare)

	10 to 40%	40 to 70%	70 to 100%
per arpent	5,10 \$	10,20 \$	13,60 \$
per hectare	15,00 \$	30,00 \$	40,00 \$

DIVISION X INDIVIDUAL APPRAISAL AND INDEMNITY

36. For the purpose of determining the actual yield of the damaged crop, the Régie shall carry out an individual appraisal of such crop through an inspector.

The Régie may accept the data on the yield furnished by the Board.

37. The inspector who makes an individual appraisal informs the insured of the reasons for his visit and has him sign a document to acknowledge the carrying out of such individual appraisal.

The absence of the insured or his employee during such visit must be indicated on the document.

38. To claim payment of an indemnity, the insured must :

(a) have given the notice of damage without delay ; and

(b) have permitted a verification of the damage and an individual appraisal by the Régie.

39. The actual yield of the cigar and pipe tobacco crop includes :

(a) the total quantity appraised, except, when the crop has been affected by hail, the quantity of nondescript tobacco (ND) in excess of 5% of the total quantity stored ;

(b) the total quantity delivered to a purchaser, according to the report submitted by the cooperative society except, when the crop has been affected by hail, the quantity of nondescript tobacco (ND) in excess of 5% of the total quantity delivered ;

(c) the quantity picked and not delivered to a purchaser ; and

(d) the quantity allocated for a non-insured cause.

40. In the case of loss in yield, the indemnity to which the insured is entitled is determined according to the difference between the insured yield and actual yield, valued on the basis of the unit price fixed by the Régie under section 62 of the Act and indicated on the insurance certificate.

41. When the crop has suffered a reduction in quality covered by the insurance, the value received by the producer, for nondescript tobacco (ND) which was excluded from the actual yield in accordance with paragraphs *a* and *b* of section 41 shall be deducted from the indemnity for loss in yield.

42. The abandonment of a crop on the field, in whole or in part, following damage covered by the insurance, entails a deduction of the harvest fees avoided from the indemnity payable.

43. The deduction for harvest fees avoided is computed on the basis of 20% of the insured value corresponding to the area abandoned.

The insured value is equal to the insured yield multiplied by the unit price fixed by the Régie.

DIVISION XI FINAL PROVISIONS

44. Where an insured abandons or destroys all or part of an area without the written authorization of the Régie, the insurance covering that area is cancelled and, if necessary, the insured yield is modified so as to cover only the areas still under cultivation. In such case, a revision of the insured yield does not entitle the insured to a repayment of assessment.

45. As soon as the insured realizes that he cannot complete his planting or picking by the dates prescribed in sections 10 and 11, he must notify the Régie without delay specifying his reasons therefor. The notice may be given verbally or in writing. To be accepted, the notice given verbally must be confirmed in writing.

46. If the harmful effect of one or other of the forces against which the crop is insured is caused by a third party, the Régie, in paying the indemnity, is entitled to obtain a transfer of the insured's rights of recourse against the third party and may, in taking an action in the name of the insured, invoke such rights.

47. Members of the same family, domiciled at the same place, shall be considered as one producer within the meaning of the Act when they use the same buildings for drying, classification and storage of the crop.

48. Land cultivated on an occasional basis is land to which the producer does not give the attention and care normally required for such type of operation.

49. For the purposes of insurance of cigar and pipe tobacco, the Régie shall determine 2 zones at the Québec level which are delimited as follows :

(a) Zone I, grouping all the localities situated north of the St. Lawrence River ;

(b) Zone II, grouping all the localities situated south of the St. Lawrence River.

O.C. 1958-75, (1975) 107 O.G.II, 1635, 2200 and 2335
O.C. 2174-76, (1976) 108 O.G.II, 2907 and 4151
O.C. 2365-77, (1977) 109 O.G.II, 3847



c. A-30, r.19

Regulation respecting the insurance of flue-cured tobacco

Crop Insurance Act
(R.S.Q., c. A-30, s. 74)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “insured person” : a producer who is eligible to receive or who holds an insurance certificate ;
- (b) “Act” : the Crop Insurance Act (R.S.Q., c. A-30) ;
- (c) “Régie” : the Régie des assurances agricoles du Québec ;
- (d) “average yield” : the yield per hectare determined in accordance with section 6 ;
- (e) “total yield” : the product of the average yield multiplied by the number of insured hectares expressed as a mass ;
- (f) “insured yield” : the quantity of the crop that correspond to 80% of the total yield ;
- (g) “actual yield” : the yield determined by an individual appraisal ;
- (h) “flue-cured tobacco” : tobacco intended for making cigarettes.

DIVISION II ELIGIBILITY

2. **Eligible areas :** Any area of at least 4 hectares of flue-cured tobacco cultivated and declared in an application for insurance that must be signed by the producer before 30 April of the year during which the protection will be in force is insurable under this Regulation.

Any area of land leased after 30 April or cultivated on an occasional basis is not eligible for insurance.

Members of the same family who are domiciled at the same place are considered as one producer within the meaning of the Act, where they use the same buildings for drying, grading and storing the crop. However the flue-cured tobacco crop is the subject of a different insurance contract where it is registered under a distinct sale number

and is handled separately at the time of the picking, drying, grading and storage.

3. **Crop plan and operation :** Insured flue-cured tobacco must be cultivated in accordance with a crop plan, in agreement with the techniques recommended by the Conseil des productions végétales du Québec or approved by the Régie and adapted to the specific requirements of the farm and region.

It must also be cultivated on a farm having the proper facilities, in particular, an irrigation system, an adequate water supply and the buildings necessary for drying, grading and storing the crop.

DIVISION III PROTECTION

4. **Scope :** The insurable crop is protected against :

- (a) the harmful effects of the forces referred to in paragraphs a to g of section 24 of the Act ;
- (b) flood, where it is an exceptional occurrence and is caused by a force of nature ;
- (c) insects and uncontrollable plant diseases.

5. **Duration :** The insurance is in force every year from the beginning of planting, to the extent that planting is possible, until the end of picking.

The insurance protects the flue-cured tobacco crop provided that the planting, depending on the zones, is carried out between the following dates :

<i>Zones</i>	<i>Municipal County</i>	<i>Planting dates</i>
I	Berthier, Joliette, L'Assomption, Montcalm	17 May to 17 June
II	Pontiac	18 May to 18 June
III	Champlain, Saint-Maurice	19 May to 19 June

The planting period may be extended in any zone beyond the deadlines indicated above upon the express authorization of the Régie. In that case, the average yield may be reduced accordingly.

Flue-cured tobacco is not protected by the insurance for damage caused by forces of nature that are covered but that occur after 12 h of 12 September.

The final dates for protection may be extended by the Régie in the cases stipulated in the second paragraph of section 25 of the Act, provided that the insured person notifies the Régie in writing of his delay to carry out the harvest and specifies the cause as soon as possible.

6. Average yield :

(1) Where a producer is insured for the first, second or third year, he is granted the average yield of his zone established from the data obtained by producers insured for the last 7 years.

(2) Where a producer is insured for the fourth, fifth, sixth or seventh year, the annual average yields obtained on his farm are used, to which are added the averages for the zones, to establish a 7-year cycle. The annual averages for the zones are adjusted according to the producer's performance without, however, exceeding the limit of the regional average. The year of the lowest yield is excluded from the 7-year cycle, and the figure is divided by 6.

(3) Where a producer has data on his yield for 7 years of insurance, he is granted the annual average yield obtained on his farm, from which the year of the lowest yield is excluded, and the figure is divided by 6.

(4) The average yield may exceptionally be based on a 10-year cycle, where it appears obvious that the average established for a 7-year cycle does not correspond to the production capacity of the farm. In that case, the 2 years of the highest yield and the 2 years of the lowest yield are excluded and the figure is divided by 6.

7. Alteration of agricultural program : An insured person may change the cultivated and the insured areas provided he submits his application therefor before 1 July. The Régie verifies the eligibility of the new areas and re-evaluates, where applicable, the insured yield and the assessment payable.

8. Percentage of protection : The insurance covers 80% of the total yield.

DIVISION IV NOTICE OF DAMAGE

9. Period for giving notice :

(1) As soon as a producer ascertains that one of the insured causes has damaged a crop, he must notify the Régie without delay, so that the representative of the Régie may ascertain the cause of damage and make the appraisal while the crop is still standing.

(2) The insured person must formulate a notice of damage each time that damage occurs.

(3) The expiry date for giving a notice of damage is determined by the final date of the harvest.

10. Content : A notice of damage must indicate the crop affected, the probable cause and the extent of damage and, where applicable, the date on which the damage occurred. To be accepted, a notice of damage given verbally must be confirmed in writing by the insured person as soon as possible.

DIVISION V INDIVIDUAL APPRAISAL AND INDEMNITY

11. For the purpose of determining the extent of the damage that may entitle a producer to an indemnity, the Régie carries out an individual appraisal of the damaged crop.

The results of the appraisal may entitle the producer to an indemnity, either for emergency measures, confined risks, or a decrease in yield.

12. Emergency measures : Indemnity is provided for the following measures :

(a) replanting : replanting is eligible for compensation provided that it is done by machine on at least 1 hectare ; the rate prescribed is 150 \$ per hectare ;

(b) breaking of leaves and straightening of damaged plants :

i. for the breaking of leaves, the rates are as follows :

Number of leaves affected per plant		Percentage of plants affected per hectare		
		10 to 40%	40 to 70%	70 to 100%
1 to 3	26 \$/ha	52 \$/ha	77 \$/ha	
4 to 6	39 /ha	65 /ha	96 /ha	
7 to 9	65 /ha	97 /ha	129 /ha	

ii. for the straightening of plants, the rates are as follows :

<i>Percentage of plants affected per hectare</i>	<i>Rate</i>
10 to 40%	19 \$/ha
40 to 70%	39 /ha
70 à 100%	51 /ha

iii. for the simultaneous straightening of plants and breaking of leaves, the rates are as follows :

<i>Number of leaves affected per plant</i>	<i>Percentage of plants affected per hectare</i>		
	<i>10 to 40%</i>	<i>40 to 70%</i>	<i>70 to 100%</i>
1 to 3	45 \$/ha	84 \$/ha	109 \$/ha
4 to 6	58 /ha	96 /ha	138 /ha
7 to 9	84 /ha	122 /ha	161 /ha

(c) for additional fertilizer after planting : such a fertilizer is eligible for compensation provided that it constitutes an exceptional measure attributable to excessive rain and that its application is necessary in the majority of the farms of the region.

However, the indemnity may not exceed 80% of the cost of the fertilizers used, upon presentation of supporting documents, using the smallest amount of the expenses incurred by the producers or the work recommended by the Régie.

13. Decrease in yield : Where there is a loss in yield, the indemnity to which the insured person is entitled is determined according to the difference between the insured yield and the actual yield valued on the basis of the unit price. Of this amount, the value of any quantity of nondescript tobacco (ND) that exceeds 2% of the total quantity must be deducted.

The actual yield of the crop is determined as follows : The quantity of the crop picked and not delivered to a purchaser, and the total quantity of flue-cured tobacco delivered to a purchaser, upon presentation of supporting documents, excluding the quantity of nondescript tobacco (ND) that exceeds 2% of the total quantity delivered and that was not graded for an insured cause of damage.

Where the condition of an insured crop requires a total or partial destruction on an area of at least one undivided hectare, the producer must make a request to the Régie. Upon its acceptance, the producer proceeds with the total of partial destruction of the crop, and the decrease in yield registered will be combined with the one that will eventually affect the residual part of the crop.

However, for the purposes of establishing the average yield, all the planted areas must be considered.

14. Confined risks : The Régie, after accepting a confined loss in a flue-cured tobacco crop, may settle the loss without waiting for the actual yield of the crop at the end of the growing year, provided that :

- (a) the confined loss is caused exclusively by hail ;
- (b) the damage occurs during the growing period that precedes the first picking of tobacco ;
- (c) the damaged areas constitute a minimum of one hectare and are undivided ;
- (d) because the loss so confined is total, no quantity of tobacco can be recovered ;
- (e) the required amount of harvest costs avoided is deducted from the indemnity payable.

15. Costs avoided : These fees apply every time the harvest cannot be completed and are expressed as the deductible percentage of the insured value.

From the final date of planting to 24 June	28%
from 24 June to 1 July	26%
from 1 July to 8 July	24%
from 8 July to 15 July	22%
from 15 July to 22 July	20%
from 22 July to 29 July	18%
from 29 July to the beginning of picking	16%
after the first picking	14%
after the second picking	12%
after the third picking	10%
after the fourth picking	8%

Every time the operations of topping and applying a growth inhibitor are carried out, a deduction of 2% on the aforementioned percentages will be effected for each of the operations carried out.

However if, on the date of the damage, the Régie decides that planting is still possible, the producer must re-plant and he will receive the indemnity at the rate prescribed for urgent measures.



c. A-31, r.1

Income stabilization insurance scheme for lamb producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS

1. In this Scheme, unless otherwise indicated by the context, the following mean :

“fiscal year” : from 1 April to 31 March of each year ;

“insurable ewe” : a sheep that has given birth for the first time ;

“farm” : a farm operation located in Québec on which ewes and lambs are kept ;

“Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

“Régie” : the Régie des assurances agricoles du Québec.

DIVISION II CONDITIONS FOR ELIGIBILITY AND PARTICIPATION

2. A producer who wishes to participate in the Scheme shall :

- (a) be domiciled in Québec ;
- (b) hold a title conveying the right to the ownership, usufruct, possession or lease of a farm ;
- (c) possess as owner or as usufructuary the animals that he insures ;
- (d) have a flock of at least 50 insurable ewes in the first year of his participation in the Scheme ;
- (e) be testamentary executor of an estate of which a farm is a part, or administrator as tutor or curator to a minor or an interdicted person who meets the conditions of paragraphs b, c and d ;
- (f) raise on his farm for sale lambs born of his insurable ewes ;
- (g) insure his whole flock of insurable ewes up to the maximum permitted by the Scheme ;

(h) be a member of the Scheme for 5 years ;

(i) pay his assessment.

3. Where the producer is an artificial person :

(a) it must possess juridical existence conferred by an Act of the Québec legislature or of the Parliament of Canada ; in the case of a cooperative, its formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ;

(b) its directors and shareholders or partners must be domiciled in Québec ;

(c) none of its directors, shareholders or partners may already be a participant in the Scheme. However, this provision does not apply to a cooperative, unless the production of lambs is its main activity.

4. To participate in the Scheme, a producer shall personally occupy himself in the raising of his animals, or, through its directors, if it applies to an artificial person, through one of the producers, if it applies to a commercial company, and through its manager, if it applies to a cooperative.

The producer described in paragraph e of section 2 is not subject to the first paragraph.

5. An operator may insure each year up to 400 insurable ewes. If more than one person operates the same farm, the limit applies collectively to those persons except in the case of a commercial company.

Several farm producers joined in a commercial company and operating the same farm may insure collectively up to 800 insurable ewes a year.

6. A producer who wishes to participate in the Scheme shall send to the Régie by registered or certified mail or through an authorized representative of the Régie, his registration form together with the documents or information that it may require of a participant under section 28 of the Act, within the time period prescribed for paying his assessment in section 2 of the Regulation respecting the Income stabilization insurance scheme for lamb producers (c. A-31, r.2).

7. Where a producer fulfils the conditions of eligibility, the Régie issues him a certificate to attest to his participation in the Scheme. The certificate bears the date on which the producer became a participant in the Scheme.

Participation in the Scheme is renewed on the first day of the fiscal year and terminates at the end of the fifth year of participation unless it is renewed.

8. Four months before the term of participation in the Scheme expires, the Régie informs the participants of the date of expiry.

Whether or not he has taken cognizance of the notice mentioned in the first paragraph, a participant who wishes to terminate his participation in the Scheme after 5 years shall give written notice to that effect to the Régie, by registered or certified mail, not later than 3 months before the date determined in section 7.

A participant who does not give such notice at the expiry of a five-year period of participation will be insured by the Scheme for an additional period of 5 years.

The notice given by the Régie shall reproduce this section.

9. The amount of the annual assessment that a participant must pay for each insurable ewe in the Régie's inventory is 6 \$.

10. In spite of paragraph *h* of section 2, the Régie :

(a) dispenses a participant from participating in the Scheme for one year, if following an accident or illness, he must temporarily cease raising lambs ;

(b) ends the participation of a participant for the remainder of his period of participation, if he sells his farm, or if he ceases to be a producer raising lambs born of insurable ewes, or if he refuses to pay the assessment payable within the time prescribed in the Regulation respecting the Income stabilization insurance scheme for lamb producers.

11. A participant who fails to pay the annual assessment payable within the time limit prescribed in the Regulation respecting the Income stabilization insurance scheme for lamb producers may again enrol in the Scheme only after a minimum period of 5 years beginning from the date of his exclusion from the Scheme.

The Régie keeps any amount paid by such participant on his annual assessment.

DIVISION III STABILIZED NET ANNUAL INCOME

12. The stabilized net annual income is the amount equivalent to 90% of the average annual regular salary of a skilled worker as defined in section 9 of Schedule 1.

The stabilized net annual income is established per kilogram of products in terms of the annual volume of production in accordance with Schedule 1.

DIVISION IV COMPENSATION

13. For purposes of compensation, the net annual income obtained during the fiscal year in accordance with Schedule 1 is fixed each year by the Régie, taking into account the annual variations in receipts, cash disbursements and depreciation. These different amounts are established per kilogram of products.

14. If the stabilized net annual income is higher than the net annual income fixed under section 13, the Régie shall pay compensation within the time limit prescribed by the Regulation respecting the Income stabilization insurance scheme for lamb producers.

The compensation paid to a participant does not take into account his actual net annual income.

15. The sale prices considered in Schedule 1 in computing annual receipts represent the weighted average of the prevailing prices in Québec for each product considering the grades of lamb, the sale weights and the schedule for selling those products in accordance with Schedule 1.

16. The number of insurable ewes, for purposes of determining the assessment and the compensation, is that declared in the inventory prepared by the Régie for the participant, after the period of registration for the year of participation, and during the wintering period for each of the subsequent years. The inventory shall include all the insurable ewes.

However, the Régie may draw up more than one inventory in a single fiscal year for farms being developed or in decline, and may establish the number of insurable ewes according to the average of those inventories.

17. The compensation paid to a participant is based on the number of insurable ewes in the inventory taken by the Régie.

Compensation is provided at the rate of 1,13 lamb units per ewe at an average weight of 26,33 kilograms (58 pounds) ; these standards are subject to annual revision in accordance with paragraph 2 of section 8 of Schedule 1.

18. The Régie, in computing its compensation, takes into account the subsidies or grants to producers that the government agencies have given during the period included in the annual adjustment in accordance with section 13, if such subsidies or grants were in lieu of a price indemnity, by the method that applies to all the participants among the following :

(1) where the amount that a participant receives as government subsidies or grants is established with the Régie that amount is deductible from the compensation without exceeding the amount already obtained, if that amount receivable was for a prior year of production ; or

(2) where the Régie does not obtain details of the individual amounts receivable by the participants, the government subsidies or grants are added under paragraph 2 of section 10 of Schedule 1 ; however, in computing individual compensation, the amount for such subsidies or grants applies only on the volume of production in accordance with section 17 up to the volume prescribed by Schedule 1. In addition, if such subsidies or grants cover prior production, they are taken into account only for the producers who were then insured.

DIVISION V MISCELLANEOUS AND FINAL PROVISIONS

19. Every participant shall inform the Régie immediately of any change that could affect his domicile, his participation in the Scheme, the assessment that he must pay and the compensation to which he is entitled.

20. If 2 or more insurance certificates are issued to a participant, only the most recent is considered valid. The producer shall return a certificate where :

- (a) it was issued in error ;
- (b) the producer has ceased to participate in the Scheme ;
- (c) it was obtained as a result of an erroneous or fraudulent declaration.

21. The right of a participant to compensation is determined for the Régie depending upon its knowledge of his

juridical status at the time of his enrolment in the Scheme, if he has not communicated any change since.

22. A participant who receives compensation from the Régie as a result of an inaccurate declaration, or one that has become inaccurate as a result of an undeclared change in his situation, shall remit to the Régie the amounts he has received in excess.

SCHEDULE 1

(ss. 12, 13, 15, 17 and 18)

PRODUCTION AND MARKETING STRUCTURE

DIVISION I

DESCRIPTION OF A MODEL FARM

1. The enterprise considered specializes in raising lambs in semi-reclusion. Most of the feed required is produced on the farm.

2. The operator possesses the buildings needed to shelter the animals and to store the feed and the machinery.

3. The enterprise provides a full-time, year-round occupation for the operator, and also requires additional, family, or part-time labour at harvest time.

4. The operator's annual remuneration from work is the amount established as stabilized net annual income in accordance with section 12 of the Scheme.

DIVISION II

ANNUAL VOLUME OF PRODUCTION

5. The producer has a basic flock of 400 insurable ewes and 15 rams that are wintered each year. These reproducing sheep ensure the carrying out of the following annual program :

(1) Lambs :

Per wintered insurable ewe :

- (a) 1,4 units of newborn lambs, or 560 lambs ;
- (b) 1,3 units of lambs surviving, or 520 lambs, a loss of 7% ;
- (c) 68 ewe-lambs to be raised as replacement ewes, or 17% of the number of ewes ;
- (d) 1,13 units of lambs for sale, or 452 lambs.

(2) Wool :

Sheering 415 sheep produces 1 129,5 kilograms of wool (2 490 pounds) for sale in June.

(3) Cast animals :

Taking into account a loss of 3% of the insurable ewes, the following number of animals for sale in April :

- (a) 56 ewes ;
(b) 5 rams.

6. For the purposes of section 12 of the Scheme, the annual volume of production is as follows :

% of sales	Number of lambs	Class	Weight	
			Unit kilograms	Total pounds
(a) 40	180	Spring	18,14 (40)	3 266 (7 200)
(b) 30	136	Light	27,22 (60)	3 701 (8 160)
(c) 30	136	Heavy	36,29 (80)	4 935 (10 880)
Annual sales: average weight			26,33 (58)	11 902 (26 240)

The operator personally looks after the selling of his products to the slaughterhouses, in public auctions, and the merchants.

The annual sales are spread equally over the entire fiscal year as follows :

- (1) the lambs designated above under *a*, during the spring ;
(2) the lambs designated above under *b* and *c*, during the 12 months of the fiscal year.

DIVISION III DESCRIPTION OF FIXED ASSETS

7. The following fixed assets, dates and replacement costs are considered in calculating cash disbursements and depreciation.

Description	Cost of acquisition	Replacement value at 31 December 1979
	\$	\$
(A) Land, 117,8 hectares, bought in 1965 :	10 440	42 499
(B) Buildings :		
(1) Sheepfold, construction of insulated type with gravel floor, dating from 1965 :	17 771	55 760

(2) Machinery shed, dating from 1965 : 2 698 | 8 465 |

(3) Hay barn with drying loft, dating from 1965 : 4 628 | 14 522 || Value of buildings : | 25 097 | 78 747 |

(C) Machinery :

(1) Farm machinery, cost in 1965 : 14 282 | 31 472 |

(2) Tractors, cost in 1965 : 6 635 | 13 711 |

Value of the machinery, subject to paragraph F : 20 917 | 45 183 |

(D) Animals (purchase in 1965) :

(1) 400 insurable ewes : 4 923 | 49 263 |

(2) 15 rams : 738 | 7 389 |

Value of animals : 5 661 | 56 652 |

Total fixed assets : 62 115 | 223 081 |

(E) The possession of small tools to a value of 500 \$ is prescribed.

(F) The cost of acquisition of machinery is revised annually, to provide for continuous renewal of this type of fixed asset at a value in terms of the average age of their useful life, namely :

- (a) 15 years of useful life for farm machinery ;
- (b) 10 years of useful life for tractors.

The replacement cost is established in accordance with section 8, using the appropriate index for machinery or motorized vehicles.

DIVISION IV PROVISIONS CONCERNING INDEXATION

8. In fixing the net annual income described in section 12 of the Scheme, the following are taken into consideration :

(1) any amount shown as a cash disbursement or as depreciation is, unless otherwise indicated, that established for the fiscal year ending 31 December 1979 ;

(2) the annual volume of production, the average weight of the lambs and the schedule for selling the products in accordance with section 6 are subject to adjustment, at the time of the revision of the average age of the economic sector of the production or following an inquiry by the Régie, in relation to the existing structures of production and marketing ;

(3) the date and the cost of acquisition of the fixed assets listed in section 7 are in terms of the average age of the economic sector of the insured production ; that average age is fixed by the Régie annually, in accordance with the annual statistics related to the number of producers, the volume of production and the value of the fixed assets ;

(4) the annual adjustment of costs concerning the various elements included in cash disbursements and depreciation is established in accordance with the price indices, unless a different method is shown in the description of the element, as follows :

(a) for land, the price indices according to the Office du crédit agricole du Québec ;

(b) for the other elements, the price indices of the entries used by Eastern Canada farmers according to Statistics Canada, catalogue 62 004 ;

(c) for insurable ewes and rams, the prevailing prices in Québec ;

(5) where the annual adjustment is in terms of a statistical index, the indexation may be determined by comparing the index relating to the preceding year with that of the current year, at the end of the quarter preceding the end of the fiscal year.

DIVISION V ELEMENTS CONSIDERED IN COMPUTING THE STABILIZED NET ANNUAL INCOME

9. The stabilized net annual income in accordance with section 12 of the Scheme is adjusted annually in terms of an average annual regular salary of 16 060 \$ for 1979, based on an amount of 9 700 \$ established in 1974, and the index for the average weekly remuneration in all Québec industries according to Statistics Canada, catalogue 11 003 F.

DIVISION VI ELEMENTS CONSIDERED IN COMPUTING ANNUAL RECEIPTS

10. The elements considered in computing annual receipts are :

(1) annual sales in terms of the schedule for selling products established in accordance with Division II and the annual prices fixed in accordance with section 15 of the Scheme ;

(2) subsidies or grants coming from government agencies related to the enterprise's annual volume of production.

DIVISION VII ELEMENTS CONSIDERED IN COMPUTING CASH DISBURSEMENTS AND DEPRECIATION

§1. Variable charges

11. Purchase of animals :

Purchase of 5 rams : 3 in June and 2 in September.

The annual cost is determined by the method of indexation established in Division IV.

12. Feed produced on the farm : This includes :

(1) the cost of purchasing the necessary supplies for producing the feed harvests ; and

(2) the expense of using the machinery.

The annual production programme is as follows :

Harvest	Area in hectares	Hectares	Yield	Needs
			metric tons Total	
(a) hay :	51,8	3,36	174,18	170,37
(b) oats :	19,02	1,35	25,58	32,3
(c) cultivated pasture :	24,28	3,36	81,65	112,31
(d) natural pasture :	18,62	1,68	31,3	included in a and c

The buildings and roads of the farm occupy an area of 4,1 hectares.

The annual cost of producing the feed harvests is determined per unit of production of an area of 2,04 hectares and in accordance with the average of the costs for the current year and the preceding year, in terms of the following areas :

- (a) hay : 64,75 hectares ;
- (b) cultivated pasture : 30,35 hectares.

These production figures are based on a 5-year crop rotation, the first year in oats, followed by 4 years of hay or pasture.

1. Supplies :

For a production unit of cultivated hay or cultivated pasture, the following products and quantities :

- (A) Seeds : *Quantity in kilograms*
- (a) millet : 2,72 (6 pounds) ;
- (b) clover : 2,72 (6 pounds) ;
- (c) oats : 30,8 (68 pounds).
- (B) Fertilizers :

A type of compound chemical fertilizer recommended by the Conseil des productions végétales du Québec and providing fertilizing elements equivalent to an application of 5-20-20 :

(C) Lime : 907,2 (2 000 pounds).

(D) Baling twine for hay and straw harvests.

2. Expenses of using machinery :

(a) maintenance and use of farm machinery and tractors ; and

(b) fuel consumption.

The expenses charged to 1978 and 1979 are shown below for the purposes of the annual indexation in accordance with Division IV.

In computing these costs the following are taken into account :

- (1) the time allocated to tractors represents 110% of the hours of use of farm machinery ;
- (2) a lump sum is paid for harvesting oats.

Production	Unit production costs						
	Farm machinery		Tractors			Lump sum payment	Total cost
	Maintenance \$	Hours	Maintenance \$	Fuel \$	Total cost \$		
Hay unit							
1978							
1. Planting :	2,55	3,9	3,51	6,67	10,18	—	12,73
2. Oats harvest :	0,15	0,6	0,54	1,03	1,57	10,47	12,19
3. Straw harvest :	0,84	1,5	1,35	2,56	3,91	—	4,75
4. Meadow maintenance :	1,25	2,9	2,61	4,96	7,57	—	8,82
5. Hay harvest :	10,40	7,5	6,74	12,82	19,56	—	29,96
Total :							
A. for 2,04 hectares :	15,19	16,4	14,75	28,04	42,79	10,47	68,45
B. for 64,75 hectares :	486,91	525,7	472,80	898,81	1 371,61	335,61	2 174,13

Production	Unit production costs						
	Farm machinery		Tractors			Lump sum payment \$	Total cost \$
	Maintenance \$	Hours	Maintenance \$	Fuel \$	Total cost \$		
1979							
1. Planting :	2,84	3,9	3,90	7,26	11,16	—	14,00
2. Oats harvest :	0,17	0,6	0,60	1,12	1,72	11,74	13,63
3. Straw harvest :	0,93	1,5	1,50	2,79	4,29	—	5,22
4. Meadow maintenance :	1,39	2,9	2,90	5,40	8,30	—	9,69
5. Hay harvest :	11,59	7,5	7,51	13,96	21,47	—	33,06
Total:							
A. for 2,04 hectares :	16,92	16,4	16,41	30,53	46,94	11,74	75,60
B. for 64,75 hectares :	542,36	525,7	526,01	978,62	1 504,64	376,32	2 423,32
Average costs (1978 — 1979) :							
	514,64	525,7	499,41	938,72	1 488,13	355,97	2 308,74
Unit of pasture land							
1978							
1. Planting :	2,56	3,9	3,51	6,67	10,18	—	12,74
2. Oats harvest :	0,15	0,6	0,54	1,03	1,57	10,47	12,19
3. Straw harvest :	0,83	1,5	1,35	2,56	3,91	—	4,74
4. Maintenance of pasture land :	5,53	3,8	3,42	6,50	9,92	—	15,45
Total:							
A. for 2,04 hectares :	9,07	9,8	8,82	16,76	25,58	10,47	45,12
B. for 30,35 hectares :	136,27	147,24	132,52	251,81	384,33	157,31	677,91
1979							
1. Planting :	2,85	3,9	3,90	7,26	11,16	—	14,01
2. Oats harvest :	0,17	0,6	0,60	1,12	1,72	11,74	13,63
3. Straw harvest :	0,92	1,5	1,50	2,79	4,29	—	5,21
4. Maintenance of pasture land :	6,16	3,8	3,80	7,07	10,87	—	17,03
Total:							
A. for 2,04 hectares :	10,10	9,8	9,80	18,24	28,04	11,74	49,88
B. for 30,35 hectares :	151,75	147,24	147,24	274,05	421,29	176,38	749,42
Average costs (1978 — 1979) :							
	144,01	147,24	139,88	262,93	402,81	166,85	713,67

Total expenses for use of machinery charged to the 1979 fiscal year were as follows :

(a) hay production unit :	2 308,74 \$
(b) pasture land production unit :	<u>713,67</u>

Total cost : 3 022,41 \$.

3. Annual indexation :

The average annual cost of production is determined by the following method :

(1) For supplies, in terms of the prices prevailing in Québec at the time of the purchases, subject to regular discounts for cash, as follows :

- seeds, delivery and payment in April ;
- fertilizers, early bulk delivery, with spreading equipment, paid in July ;
- lime, bulk delivery, paid in July ;
- twine, purchases in equal quantities spread over 2 months, in May and June.

(2) For the cost of using machinery, in accordance with Division IV, following the index referring to operation of machines and motor vehicles, or that referring to petroleum products.

13. Purchased feed : This item covers the cost of feed needed in addition to that produced on the farm, based on products with a nutritive value equivalent to the following :

- (a) wheat bran, 9 160 kilograms (20 195 pounds) ;
- (b) soya oilcake, 998 kilograms (2 200 pounds) ;
- (c) oats, 6 713 kilograms (14 800 pounds) ;
- (d) mineral salts and vitamins, at the cost of 1,08 \$ per ewe for 400 ewes, total 432 \$.

The Régie determines after consultation with the Conseil des productions animales du Québec, the feed and the quantity of each product required that is needed for the flock for equivalent nutrition.

The annual indexation is in terms of the average price in Québec distributed over the fiscal year in equal quantities of the products purchased for each month.

14. Insurance for animals : Concerning the protection provided by multiple-risk insurance, including attack by wild animals.

(1) Insured value :

The amount of the insurance is determined annually for 400 ewes, 15 rams and 520 lambs, based on their value according to the prevailing prices in Québec.

(2) Indexation :

The Régie bases its figures on the rate of the mutual fire insurance companies for the current year. Premiums are paid in January.

15. Marketing : This item covers the cost of transporting and marketing the animals sold annually in accordance with section 5.

The annual cost is determined by an inquiry by the Régie, in terms of the distribution of sales and markets.

16. Medicines and veterinarians : The annual cost is established for 400 ewes, based on an amount of 2,39 \$ per ewe, for a total of 954,60 \$ for the fiscal year in accordance with the paragraph 1 of section 8.

For the purposes of cash flow, the expenditures are spread over 12 months.

The annual indexation depends upon the results of an inquiry by the Régie.

17. Interest on borrowings :

1. Borrowings are made for the requirements of short-term bank financing, depending upon the cash flow during the fiscal year.

2. In preparing the financial statement, the following are taken into account :

- (a) the equity in the working capital, based on 4 000 \$ at 31 December 1976 ;
- (b) the dates shown in the description of the different items of cash receipts and disbursements ;
- (c) expenses for use of machinery in terms of the periods of use ;
- (d) the operator's annual salary, on a monthly basis.

3. The annual interest cost is computed on the monthly debit balance, at the regular prime rate plus 1%.

18. Additional labour : Additional labour is required for the hay harvest, subject to paragraph 2 of section 8, 40 hours in July and 20 hours in August, for a total of 60 hours at an hourly pay of 4,36 \$.

The annual adjustment is made in terms of the average weekly pay for all industries in Québec, according to Statistics Canada, catalogue 72 002.

§2. Fixed charges

19. Maintenance : The item covers :

- (1) land, including farm fences and roads ;

(2) buildings, in accordance with section 7 ;

the annual cost is computed on the replacement value for the current year, as follows :

(a) land : 2% ;

(b) buildings : 1%.

Expenditures, for purposes of cash flow, are distributed equally between March, August and October.

20. Insurance : Concerning :

(1) buildings insured against fire, lightning and wind ;

(2) machinery insured under an all-risk floater.

1. The insured value is whichever of the following applies :

(a) for buildings and farm machinery, 80% of current replacement value ;

(b) for tractors, the depreciated value at the end of the current year, depending on the date and cost of acquisition in accordance with paragraph *F* of section 7.

2. The annual premium is based on the rates of the mutual fire insurance companies and is paid in January.

21. Property taxes : The annual cost is established on the actual value of the land and the depreciated value of the buildings, the rate being 1% ; these standards are subject to amendment if the Government orders a different levy.

The depreciated value of the buildings is obtained by the straight-line depreciation method amortized over 40 years in terms of the date and cost of acquisition in accordance with section 8.

These taxes are payable in January.

22. Mortgage interest and amortization : This item covers long term financing of the fixed assets described in section 7, as follows :

(A) borrowing covering land, buildings and basic flock, in terms of the Farm Credit Act (R.S.Q., c. C-75) ;

(B) borrowing for machinery in terms of the Act to promote farm improvement (R.S.Q., c. A-18).

1. Borrowing under the Farm Credit Act, negotiated in 1965, as follows :

(1) Market value considered :

	\$
(a) land :	10 440
(b) buildings, 75% of the cost of acquisition, 25 097 \$:	18 823
(c) animals :	5 661
Total value :	34 924

(2) Value of the mortgage :

75% of the market value established in the preceding paragraph, for a 25-year term, 26 200 \$, subject to the following terms for financing :

(a) 15 000 \$ at 2,5% annually ;

(b) 11 200 \$ at 5% annually.

2. Borrowing under the Act to promote farm improvement, negotiated in 1971 and 1974, for a 10-year term, on the following terms :

1971 :	13 830 \$ at 5,5% annually ;
1974 :	4 515 \$ at 7,5% annually.

3. Average annual interest :

	Average annual repayment, capital and interest	Average annual interest
	\$	\$
(a) Farm Credit Act :	1 600,42	552,42
(b) An Act to promote farm improvement :		
i. 1971 :	1 810,43	433,43
ii. 1974 :	649,80	198,30
Total	4 060,65	1 184,15.

The repayment of capital and interest is made in May and November of each year.

4. The annual indexation of the capital expenditures depends on the date of acquisition and the standards for indexation prescribed in this Schedule.

The review of values leads to a re-assessment of the borrowing needs, and, where necessary, to refinancing.

The average annual interest is based on the duration of a long-term loan, at the rate of interest in force at the date of the review.

23. Miscellaneous :

1. This item covers the following entries :

	\$
1. electricity :	270,36
2. telephone :	164,28
3. liability insurance :	105,00
4. accounting services :	118,80
5. UPA assessment :	75,00
6. transportation, 4 800 kilometres :	648,00
7. magazines and newspapers :	62,01
	<u>1 443,45.</u>

2. The annual indexation for each entry, following the numerical order of paragraph 1, is established in accordance with the following criteria :

1. Hydro-Québec's rate index ;
2. Bell Canada's rate index ;
3. the mutual fire insurance companies' rate index ;
4. the adjustment of the base of the present cost of the same accounting services ;
5. the assessment payable ;
6. the rate paid to civil servants ;
7. the rate related to small tools and supplies in accordance with section 7.

3. Expenditures are spread equally over 12 monthly payments.

§3. Depreciation

24. Amortization of capital expenditures : The annual amount is determined for each class of property, depending on the date and cost of acquisition, by the straight-line depreciation method based on the number of years as follows :

- (a) buildings, 40 years ;
- (b) farm machinery, 15 years ;
- (c) tractors, 10 years.



c. A-31, r.2

Regulation respecting the Income stabilization insurance scheme for lamb producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

“Régie” : the Régie des assurances agricoles du Québec ;

“Scheme” : the Income stabilization insurance scheme for lamb producers (c. A-31, r.1).

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme must attach to his registration form at least 25% of his assessment for the year of participation, based on the number of insurable ewe on his farm. The Régie must be paid :

(a) within 90 days following the Government’s adoption of the Scheme, for the fiscal year beginning in 1981 ;

(b) before 30 April of the year of participation, from the fiscal year beginning in 1982.

The remainder of the assessment is payable within 30 days following the assessment notice from the Régie, determined in accordance with the insurable ewe inventory taken by the Régie in accordance with section 16 of the Scheme.

3. Effective from his second year of participation in the Scheme, the Régie sends an assessment notice to the participant stating the amount he must pay before 1 July of each year for the insurable ewes on his farm.

This amount is determined according to the insurable ewe inventory that the Régie takes at the participant’s farm.

4. The Régie may deduct the sums owed by participants from the compensation it pays to them.

DIVISION III COMPENSATION

5. Where compensation must be granted under the Scheme, it must be paid within 120 days following the end of the fiscal year.

6. The Régie may grant an advance to participants who have paid their assessment based on the volume of production for which compensation is payable pursuant to section 17 of the Scheme on the date of that payment, if, based on Schedule 1, the net annual income is lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

7. Any payment to the Régie must be made by cheque or money order payable to the Régie des assurances agricoles du Québec.



c. A-31, r.3

Income stabilization insurance scheme for sugar beet producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I

DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates otherwise, the following terms mean :

- (a) “sugar beets” : sugar beets grown in Québec and produced under contract by a participant to be delivered to the Refinery ;
- (b) “certificate” : document issued by the Régie des assurances agricoles du Québec bearing the signature of its secretary certifying the participation of the participant ;
- (c) “compensation” : the indemnity paid by the Régie in accordance with section 3 of the Act ;
- (d) “assessment” : the annual amount the participant must pay, in accordance with section 9, at the rate per mass or weight unit in force for the year of participation ;
- (e) “production cost” : the cost determined annually by the Régie, based on the model farm producing sugar beets, and in accordance with Schedule 2 ;
- (f) “domicile” : the main place of residence of a person ;
- (g) “farm operator” : the owner, lessee or occupant of a farm on which sugar beets are grown ;
- (h) “family” : comprises the spouse, father, mother, ascendants, descendants, and collateral relatives living under the same roof or operating the same farm ;
- (i) “farm” : one or more land areas on which sugar beets are grown by a producer ;
- (j) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;
- (k) “Department” : the Ministère de l’Agriculture, des Pêcheries et de l’Alimentation ;

(l) “model” : an economic study of a typical farm prepared in accordance with section 6 of the Act and described in Schedule 2 ;

(m) “Refinery” : the Raffinerie de sucre du Québec ;

(n) “Regulation” : the Regulation respecting the Income stabilization insurance scheme for sugar beet producers (c. A-31, r.4) ;

(o) “yield” : the quantity of sugar beets harvested at the farm of the participant, delivered, accepted and weighed at the Refinery, expressed in metric tons ;

(p) “stabilized net annual income” : amount equivalent to 90% of the annual income based on the average regular annual income of a skilled worker in accordance with section 17 ; the amount is established per metric ton of products according to the annual production volume in the model.

DIVISION II

CONDITIONS OF ELIGIBILITY

2. A farm operator wishing to participate in the Scheme must :

- (a) be domiciled in Québec ;
- (b) hold a title of ownership, usufruct, possession or lease of a farm located in Québec ;
- (c) be the executor of an estate which includes a farm, or the administrator in his capacity as guardian or trustee of a minor or person under judicial disability who holds ownership rights in accordance with paragraph b ;
- (d) produce sugar beets, grown each year of his participation in the Scheme on an area of at least 2 hectares (5 acres) ;
- (e) hold a production contract with the Refinery.

3. Where the producer is an artificial person :

- (a) it must have a legal status conferred upon it under an Act of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, the formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ; and

(b) its administrators and shareholders or members must live in Québec.

4. For a producer to qualify, the operations required for growing sugard beets must be supervised or carried out by the producer himself, by the directors where the producer is an artificial person, in accordance with section 3, or by the manager where the procedure is a cooperative.

A producer provided for in paragraph c of section 2 is not subject to the first paragraph.

5. A producer must participate in the Scheme for a 5-year period beginning on the date of admission appearing on the certificate; the participation is renewed on 30 April of each year and the participation period terminates at the end of the 5th year of participation in the Scheme, unless the participation is renewed.

6. A producer who wishes to enroll in the Scheme must send to the Régie, through an authorized representative of the Régie or by registered or certified mail, the documents or information that the Régie may require pursuant to section 28 of the Act :

(a) for 1980, within 60 days of the date on which the Scheme comes into force ;

(b) from 1981 onwards, before the last date during the year of participation among the following :

- i. 30 April ;
- ii. within 60 days of the publication of a new assessment rate before 30 April.

7. In participating in the Scheme, a producer authorizes the Refinery to give the Régie, each year, information concerning :

- (a) the area under production contract ;
- (b) the cultivated area ;
- (c) the area actually harvested ;
- (d) the total yield of the crop.

DIVISION III PARTICIPATION

8. A producer or a family may insure up to 100 hectares. Where the producer is an artificial person, this limit applies collectively to that artificial person, its directors and shareholders or members insured individually. This last provision does not apply to a cooperative unless the production of sugar beets is its main activity.

9. For each year of participation, the participant must :

(a) insure the total area cultivated in accordance with section 4, up to the maximum permitted in his production contract with the Refinery, subject to section 8 ;

(b) pay the total assessment payable for the year of his participation, for the production volume established in section 16, in the manner prescribed in the Regulation.

The annual assessment rate is given in Schedule 1.

10. Where a producer has met the conditions of eligibility, he is issued a certificate by the Régie. The certificate bears the date on which the producer joins the Scheme.

11. The Régie shall notified the participants of the date on which their participation in the Scheme expires 4 months before the date of expiry.

Whether or not he has been notified as stipulated in the first paragraph, a participant who wishes to cease participating in the Scheme after 5 years must notify the Régie to that effect in writing, by registered or certified mail, at least 3 months before the end of the period prescribed in section 5.

A participant who does not give such notice will be insured under the Scheme for an additional 5-year period that is renewable on the same conditions.

12. Despite section 5, the Régie shall release a participant from the Scheme :

(a) for a one-year period if, because of an accident, illness, or unfavorable weather or sowing conditions, he must temporarily give up growing sugar beets ;

(b) for the remainder of his participation period :

i. after the Refinery cancels the production contract ;

ii. if he leases or sells all the land and machinery intended for producing sugar beets to a person who is not a member of his family ; or

iii. if, because of an accident or illness, he ceases growing sugar beets ; or

iv. if he refuses to pay the assessment required within the time limits prescribed in the Regulation.

13. A participant who is released by the Régie from participating in the Scheme because of his refusal to pay the assessment payable within the time limits prescribed in

the Regulation, or any member of his family, may participate in the Scheme after at least 5 years have elapsed since his refusal.

Any installment paid by the participant on his annual assessment is kept by the Régie.

14. For compensation purpose, the net annual income obtained in accordance with the model is set each year by the Régie, taking into account annual variations in receipts, expenditures and depreciation. These different amounts are established per metric ton of products.

The sale price of the model considered in the computation of annual receipts is the weighted average of the prices per ton paid in the Refinery to all the producers for the crops of the current fiscal year.

DIVISION IV MAXIMUM COVERAGE

15. For the purposes of assessment and, where applicable, of compensation, the maximum coverage to which a participant is entitled is established each year by the Régie.

16. The maximum coverage is based on the total yield of the harvest obtained by a participant, based on the official report of the Refinery in accordance with section 7.

However, where the area cultivated exceeds the maximum permitted in accordance with section 9, that total yield is established in proportion to the number of areas.

DIVISION V STABILIZED NET ANNUAL INCOME

17. The stabilized net annual income is equal to 90% of the average annual income of a skilled worker based on the average regular annual income of skilled workers in the construction, processing and service industries, in accordance with section 8 of Schedule 2.

The production structure in the model requires that the operator of a model farm produce different farm products regularly throughout the year ; therefore, in the first paragraph, only 25% of the full average regular annual income for the production of sugar beets is taken into account.

The stabilized net annual income is established per metric ton of products in accordance with the production volume in the model.

DIVISION VI COMPENSATION

18. If the stabilized net annual income is greater than the net annual income established in the model, the Régie must pay a compensation within the time limit prescribed in the Regulation.

The compensation paid by the Régie to a participant is based on the amount of compensation per ton established in the model, and on the total yield in accordance with section 16, subject to section 19.

19. In computing the compensation, the Régie takes into account any subsidies or grants to producers ordered by government agencies during the period included in the annual adjustment in accordance with section 14, if such subsidies or grants replaced a price indemnity, by using one of the following methods applicable to all participants :

(a) where the amount received by the participant as a government subsidy or grant is established by the Régie, the amount is deductible from the compensation, without exceeding the compensation already received, if the receivable amount was for a previous production year ; or

(b) where the Régie does not obtain details of the individual amounts receivable by the participants, the government subsidies or grants are inserted below paragraph B of section 9 of Schedule 2 ; however, in the computation of individual compensation, the amount for such subsidies or grants applies only to the production volume in accordance with section 16, up to the volume provided for in the model. Moreover, the fact that such subsidies or grants covered a previous production is taken into account only for producers who were insured at the time.

DIVISION VII MISCELLANEOUS AND FINAL PROVISIONS

20. Every participant must notify the Régie immediately of any change which could affect his domicile, his participation in the Scheme, the assessment he must pay and the compensation to which he is entitled.

21. If 2 or more insurance certificates are issued to a participant, only the most recently dated one is considered valid. The producer must return it where :

(a) it was issued by mistake ;

(b) the producer is no longer a participant in the Scheme ;

(c) it was obtained following a false or fraudulent statement.

22. The right of a participant to a compensation will be determined by the Régie on the basis of the knowledge it has of his legal status when he enrolls in the Scheme, if he has not notified the Régie of any change.

23. A participant who receives compensation from the Régie following an inaccurate statement or a statement which has become inaccurate following an undeclared change in his status, shall remit to the Régie the amounts he received in excess.

SCHEDULE 1

(s. 9)

YEAR 1980

Assessment :

0,61 \$ per metric ton
0,55 \$ per ton (2 000 pounds)

Basic assessment :

7,50 \$ per hectare
3,00 \$ per acre

SCHEDULE 2

(ss. 1, 17 and 19)

MODEL FOR SUGAR BEET PRODUCTION

DIVISION I

DESCRIPTION OF THE MODEL FARM

1. The model farm occupies an area of 80,9 hectares (200 acres), on which 20,2 hectares (50 acres) of sugar beets are grown.

The land is completely drained by underground pipes.

2. The annual production volume is provided by 19,02 hectares (47 acres), with a yield of 46,18 metric tons per hectare, or a total of 878,34 tons (equivalent in weight to 20,6 tons (2 000 pounds) per acre or a total of 968,2 tons).

3. The producer owns the machinery enabling him to produce the production volume anticipated, in accordance with sections 2 and 6.

4. The producer works regularly throughout the year to produce different farm products on his operation ; however, in this model, only the man-hours required annually for the production of sugar beets are taken into account.

The man-hours required annually are distributed as follows :

- (a) crop production operations, excluding contract jobs (hoeing, thinning, defoliation) : 513 hours
- (b) administration : 38 hours.

The man-hours attributed to crop production operations are determined by applying the factor 1,2 to the machine-hours determined in accordance with section 14.

5. Annual remuneration for the operations referred to in section 4 is based on the distribution of hours and modes of payment prescribed as follows :

- (a) 495 hours included in the stabilized net annual income, in accordance with section 17 of the Scheme ;
- (b) 56 hours, at the hourly rate indicated in section 16.

Annual remuneration for contract jobs is determined in accordance with the modes of payment in section 16.

DIVISION II

DESCRIPTION OF CAPITAL ASSETS AND OF THE FINANCING OF THE ENTERPRISE

6. In computing expenditures and depreciation, capital assets and, where applicable, subject to Division III, the purchase dates, purchase costs and replacement values are taken into account as follows :

Description	Purchase cost \$	Replacement cost \$
A. Land, purchased in 1961 : 21,8 hectares (54 acres)	11 016	32 400
B. Machinery shed, purchased in 1961 :	702	1 890
C. Machinery, in accordance with section 14		
1. farm machinery, cost in 1968 :	11 023	17 012
2. tractors, cost in 1971 :	4 513	6 420
Value of machinery, subject to paragraph E :		23 432
Total capital assets :		57 722
D. Small tools of value 250 \$ are provided for.		

E. The purchase cost of machinery is revised each year, upon its replacement at half of its useful life, as follows :

- (1) for farm machinery, after 7 years out of 15 years of useful life ;
- (2) for tractors, after 5 years out of 10 years of useful life.

The replacement cost is set in accordance with section 7 ; it is based on the index for machinery of motor vehicle replacement.

F. Long-term financing costs included in the annual expenditures are determined in accordance with section 20.

DIVISION III GENERAL PROVISIONS RESPECTING ANNUAL INDEXATION

7. The Régie determines, each year, the net annual income provided for in section 14 of the Scheme, taking into account that :

(1) any amount listed in the model is, except where otherwise specified, that established for the fiscal year ending 31 December 1976 ;

(2) the date of purchase of the capital assets is based on the mean age of the economic sector for the production of the insurable product ; the mean age, based on annual statistics pertaining to the number of the producers, the production volume and the value of capital assets, is determined each year by the Régie ;

(3) the adjustment of the various items included in the expenditures and the depreciation are made in accordance with the price indexes used by farmers in Eastern Canada in accordance with Statistics Canada, catalogue 62-004, except where a different indexation method is shown in the description of the item ;

(4) if the adjustment is based on a statistical index, the rate is determined by comparing the index of the preceding year with that of the current fiscal year, at the end of the third quarter in each case.

DIVISION IV ITEMS ENTERING INTO THE COMPUTATION OF THE STABILIZED NET ANNUAL INCOME

8. The stabilized net annual income in accordance with section 17 of the Scheme is adjusted each year on the basis of both the average regular annual income established in 1974 at 9 700 \$ and the index of average weekly wages and salaries in the Québec industrial composite appearing in Statistics Canada, catalogue 11003 F.

DIVISION V ITEMS ENTERING INTO THE COMPUTATION OF ANNUAL RECEIPTS

9. Annual receipts :

A. Sale of annual production in accordance with section 2, at the price based on the average price per ton paid by the Refinery to all producers for the crops of the current fiscal year.

B. Subsidies or grants obtained from government agencies for the purposes of paragraph *b* of section 19 of the Scheme ; the amount attributed is for the production volume in accordance with section 2 for the year where such subsidies or grants are given.

DIVISION VI ITEMS ENTERING INTO THE COMPUTATION OF EXPENDITURES AND DEPRECIATION THAT ARE PART OF THE PRODUCTION COST

§1. Variable charges

10. Seed :

A. Quantity : the quantity per hectare recommended by the Refinery for the current fiscal year, for 20,2 hectares (50 acres).

B. Indexation : the annual cost is based on the price per kilogram at the Refinery.

11. Fertilizer :

A. Quantity : where applicable, a mixed fertilizer recommended by the Conseil des productions végétales du Québec, in the following quantities :

(a) at the time of tilling : one application of 3-15-30, 448,3 kilograms per hectare over 20,2 hectares, or 9,1 metric tons (400 pounds per acre over 50 acres, or 10 tons) ;

(b) at the time of seeding : one application of 5-10-15, 672,5 kilograms over 20,2 acres, or 13,6 metric tons (600 pounds per acre over 50 acres, or 15 tons) ;

(c) at the time of thinning the crop :

i. one application of 34-0-0, 190,5 kilograms per hectare over 20,2 hectares, or 3,9 metric tons (170 pounds per acre over 50 acres, or 4,25 tons) ;

ii. one application of boron, 2,25 kilograms per hectare over 20,2 hectares, or 45,4 kilograms (2 pounds per acre over 50 acres, or 100 pounds).

B. Indexation : annual indexation is based on the prices in Québec for January of the current year, subject to the regular discounts for cash payment, in accordance with the following conditions :

(a) 3-15-30 fertilizer, rush delivery, in bulk, with spreading equipment ;

(b) 5-10-15 fertilizer, delivered in bulk, without spreading equipment ;

(c) 34-0-0 fertilizer, delivered in bags.

12. Pesticides :

A. Quantity : any pesticide corresponding to the products listed below, taking into account the quantities used and a single application of each product over 20,2 hectares (50 acres).

Products	Quantity	
	per hectare	Total
	kilograms (pounds per acre)	kilograms (pounds)
(1) Pyramin,	2,2 (2)	45,4 (100)
(2) TCA	2,2 (2)	45,4 (100)

B. Indexation : for each product, the price for May of the current year, based on the average current price of 2 specialized suppliers.

13. Crop insurance : Annual expenditure for the model farm is unnecessary, despite an annual loss in crop over an area of 1,18 hectares (3 acres), considering that :

(a) the yield per hectare is the long-term average yield based on the area actually harvested ;

(b) the total annual yield is predetermined and invariable from year to year, in accordance with section 2 ;

(c) the total amount paid to the crop insurance fund is sufficient for the long-term payment of the annual indemnity for the loss resulting from the abandonment of 1,18 hectares (3 acres).

14. Machinery operating costs for :

(1) maintenance and repair of farm machinery in relation to the number of hectares specified in the inventory on which the machinery is operated ;

(2) maintenance and repair of tractors, including the cost of fuel in relation to the machine-hours of the units with which they are used ; the machine-hours are shown in the inventory.

A. Standards : the standards used for computing the costs relating to each machine are the following :

(a) new condition value : the replacement value based on the date and the purchase price in accordance with paragraph C of section 6, and appearing in the inventory as a basis for computation.

Despite paragraph E of section 6, the new condition value specified in the inventory is invariable from year to year ;

(b) useful life, expressed in hours of operation ;

(c) maintenance and repair factor, as percentage ;

(d) machine-hours per hectare for :

i. farm machinery, in accordance with the hours specified in the inventory for each unit ; and

ii. tractors, based on machine-hours attributed to farm machinery, plus 10% ;

(e) diesel or gasoline fuel consumption per hour, in litres, based on the power of the tractor ;

(f) cost of gasoline or diesel fuel per litre, where applicable.

B. Computation of costs : to compute the costs for each machine, the following method is used :

(1) Farm machinery :

i. the new condition value (standard *a*), divided by the hours of useful life (standard *b*), multiplied by the maintenance and repair factor (standard *c*) gives the operation cost per hour ;

ii. the operation cost per hour, multiplied by the machine-hours per hectare (standard *d*), multiplied by the number of hectares of operation gives the annual cost.

(2) Tractors, taking into account the standard *d*-ii :

(a) maintenance and repair :

i. in accordance with the preceding subparagraph i to obtain the operation cost per hour ;

ii. the operation cost per hour multiplied by the number of hours of utilization gives the annual cost ;

(b) fuel costs : fuel consumption per hour in litres (standard e), multiplied by the price per litre (standard f), multiplied by the number of hours of operation gives the fuel cost.

C. The replacement value attributed to the machinery in the inventory is based on the operation percentage for growing sugar beets.

Farm machinery

Description : machinery and tractor used, hour of operation and hectares on which machine are operated	computation standards	annual cost	replacement value	% of operation in accordance with paragraph C
1. Beet trailer 65 HP - 47 hours 19,02 hectares	(a) 2 000 \$ (b) 5 000 (c) 100% (d) 2,471	18,80 \$	1 600 \$	80
2. 4 bottom plow 85 HP - 40 hours 20,23 hectares	(a) 2 450 \$ (b) 2 500 (c) 120% (d) 1,977	47,03	612	25
3. Vibrating teeth cultivator 65 HP - 30 hours 40,47 hectares	(a) 2 100 \$ (b) 2 500 (c) 120% (d) 0,741	30,23	525	25
4. Cultivator 65 HP - 50 hours 40,47 hectares	(a) 1 400 \$ (b) 2 500 (c) 120% (d) 1,236	33,61	350	25
5. Grain drill 35 HP - 25 hours 20,23 hectares	(a) 3 800 \$ (b) 1 200 (c) 100% (d) 1,236	79,18	3 800	100
6. Weeder 35 HP - 100 hours 80,94 hectares	(a) 2 200 \$ (b) 2 500 (c) 120% (d) 1,236	105,64	2 200	100
7. 2-row picker 85 HP - 47 hours 19,02 hectares	(a) 14 500 \$ (b) 2 500 (c) 0,80 (d) 2,471	218,07	7 250	50
8. Trailer 35 HP - 50 hours 20,23 hectares	(a) 1 200 \$ (b) 5 000 (c) 100% (d) 2,471	12,00	300	25
9. Roller 35 HP - 10 hours 20,23 hectares	(a) 700 \$ (b) 2 500 (c) 0,60 (d) 0,494	1,68	175	25
10. Fertilizer spreading (3-15-30) 65 HP - 10 hours 20,23 hectares	(a) - (b) - (c) - (d) 0,494			
11. Spreader (nitrate) 35 HP - 18,8 hours 19,02 hectares	(a) 800 \$ (b) 2 100 (c) 120% (d) 0,988	8,60	200	25
Sub-total (427,8 hours)		554,84	17 012	

Tractors

35 HP - gasoline (used tractor of a market value of 1 000 \$) 224,18 hours	(a) 6 000 \$ (b) 12 000 (c) 120% (e) 9,1 (f) 0,129	134,51		
		263,16	750	75

65 HP - diesel	(a) 9 400 \$ (b) 12 000 (c) 120% (e) 13,2 (f) 0,117	141,66 \$	232,74	2 820 \$	30
85 HP - diesel	(a) 15 000 (b) 12 000 (c) 120% (e) 17,0 (f) 0,117	143,55	190,35	2 850	19

Sub-total : maintenance and repairs (tractors) :	419,72				
fuel :	686,25				
Total (tractors)	1 105,97	6 420			
Total (machinery)	1 660,81	23 432			

D. Annual indexation : Annual indexation is based on the periods of operation and the price indexes of inputs in agriculture for Eastern Canada established by Statistics Canada, as follows :

(1) maintenance and repair : indexes for the operation of machinery and motor vehicles, repairs, tires and batteries, Catalogue 62-004 ;

(2) fuel : price indexes for petroleum products, catalogue 62-011.

15. Marketing : For the annual delivery cost per truck of the annual production at the Refinery, in accordance with the following conditions :

(a) the distance considered is 40 kilometres ;

(b) the cost per metric ton is 3,86 \$.

Annual indexation is computed in accordance with paragraph 1 of section 7, in accordance with the private transportation index (Cansim 486315), Statistics Canada, catalogue and monthly bulletin 62-011.

16. Hired labour : For contract jobs or part time labour, in accordance with paragraph b of section 5.

A. Remuneration :

(1) Contract jobs :	Cost per hectare \$
(a) defoliation :	37,07
(b) thinning :	86,49
(c) hoeing :	44,48

(2) Labour hired : 56 hours at 3,32 \$

B. Indexation :

For Category 1 : in accordance with section 7, according to the contract job index ;

for Category 2 : in accordance with section 7, according to the farm labour index.

§2. Fixed expenses

17. Maintenance : For the following capital assets :

(1) land including fences, farm roads and ditches ;

(2) machinery sheds.

A. Cost : the annual cost is 1% of the replacement value in accordance with section 6, as follows :

(a) for land :	324,00 \$
(b) for machinery sheds :	18,90
Total	342,90 \$

B. Indexation : annual indexation is based on the revision of the replacement value of the current year :

(1) for land, on the replacement value of the Bureau de la statistique du Québec and according to the fence repair index as provided for in section 7 ;

(2) for machinery sheds, on the replacement value based on the buildings repair index as provided for in section 7.

18. Insurance : For buildings, farm machinery and tractors :

A. Standards :

(1) buildings are insured against fire, lightning and wind ;

(2) machinery and tractors are insured under an all-risk floater.

B. Amount : the insurance amounts for capital assets in accordance with section 6 are established annually in relation to the current fiscal year, as follows :

(1) buildings : 80% of the replacement value according to section 7 of the building replacement index ;

(2) farm machinery : 80% of the replacement value according to section 7 of the machinery replacement index ;

(3) tractors : depreciated value based on the replacement cost dating back 5 years before the current fiscal year, subject to straight-line depreciation over 10 years ; such replacement cost is established in accordance with section 7 and the motorized machinery replacement index.

C. Annual premium : the Régie bases its premium on the current year rates of mutual fire insurance associations.

19. Property taxes : For land and machinery sheds :

A. Standards :

(1) taxable value :

(a) land : maximum amount per hectare of 370,66 \$ (150 \$ per acre) ;

(b) buildings : depreciated value of the buildings, based both on cost and on the date of purchase, in accordance with paragraph 2 of section 7, obtained by straight-line depreciation over 40 years.

B. Assessment and annual taxation : the annual cost of property taxes is established at 1% of the taxable values :

(a) land : 1% of 8 100 \$	81,00 \$
(b) buildings : 1% of 439 \$	4,39
Total	85,39 \$

C. Indexation : indexation is based on the property taxes index in accordance with section 7, unless the Government orders a different taxation method.

20. Interest on loans : For long-term financing of the capital assets described in section 6, as follows :

(a) mortgage on machinery sheds and on farm machinery, under the Farm Credit Act (R.S.Q., c. C-75) ;

(b) pledge for tractors, under the Act to promote farm improvement (R.S.Q., c. A-18).

(1) Financing :

A. Mortgage : mortgage negotiated in 1968, including refinancing of the 1961 mortgage :

(1) Market value of capital assets in 1961 :

(a) machinery shed : 75% of the construction cost of 702 \$, i.e. 526 \$;

(b) land : 11 016 \$.

Total market value : 11 542 \$;

(2) 1961 mortgage :

75% of the total market value of 11 542 \$, i.e. 8 657 \$, financed as follows :

(a) 2 164 \$ at 2,5% ;

(b) 6 493 \$ at 5,0% ;

(3) 1968 mortgage :

(a) balance of 1961 mortgage : 7 098 \$

(b) value of farm machinery : 11 023 \$
i.e. 18 121 \$, financed as follows :

i. 15 000 \$ at 2½% per year ;

ii. 3 121 \$ at 6,75% per year.

B. Pledge : loan in 1971 at 80% of the value of the tractors as 4 513 \$, i.e. 3 610 \$ at 5,5% per year.

(2) Average annual interest :

	Average annual payment in capital and interest	Average annual interest
(a) mortgage :	1 096,77 \$	371,93 \$
(b) pledge :	474,14	113,14
		485,07 \$

(3) **Annual indexation :** Annual indexation is based on a revision of the value of the capital assets, as follows :

(a) land : the value based on the date on which it was purchased in accordance with paragraph 2 of section 7, according to the farm land index of the Bureau de la Statistique du Québec ;

(b) farm shed : the depreciated value according to the number of years elapsed since the date on which it was purchased, based both on the replacement cost and on straight-line depreciation over 40 years, in accordance with section 7 ;

(c) machinery : the market value, in accordance with paragraph E of section 6.

Such a revision of values enables lending needs to be reevaluated and the mortgage or pledge or both, where applicable, to be refinanced. The average annual interest is based on the duration of a long-term loan, at the interest rate in force on the revision date.

21. Miscellaneous : For the following inputs :

Inputs	Annual amounts
(1) electricity at 10,75 \$ per month :	129,00 \$
(2) telephone at 11,00 \$ per month :	132,00
(3) insurance :	
(a) civil liability :	53,00
(b) employer's liability :	not included
(4) accounting :	90,00
(5) UPA dues :	50,00
(6) travelling expenses, 3 200 km at 0,13 \$:	420,00
(7) newspapers magazines :	50,00
Total	924,00 \$
25% for growing sugar beets	231,00 \$

Indexation

Each input is annually indexed according to the following criteria :

- (1) Hydro-Québec rates ;
- (2) Bell Canada rates ;
- (3) rates of mutual fire insurance associations ; for employer's liability, the rate of the Commission de la santé et de la sécurité du travail if the labour provided for in the model is subject thereto ;
- (4) the annual cost for an equivalent service ;
- (5) the assessment payable ;
- (6) index for the operation of machines and motor vehicles, in accordance with section 7 ;
- (7) small tools and supplies index, in accordance with section 7.

§3. Depreciation

22. Depreciation on buildings : For machinery sheds, subject to paragraph 2 of section 7, the annual amount is computed according to the purchase cost by the straight-line depreciation method over 40 years.

The annual amount is subject to yearly adjustments.

23. Depreciation on machinery : For farm machinery and tractors : The depreciation of machinery is determined from the purchase cost in accordance with paragraph E of section 6, by the straight-line depreciation method over 15 years for farm machinery and over 10 years for tractors.

The annual amount is subject to yearly adjustments.



c. A-31, r.4

Regulation respecting the Income stabilization insurance scheme for sugar beet producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “assessment” : the annual amount the participant must pay, in accordance with section 9 of the Scheme, at the rate per mass or weight unit in force for the year of participation ;

(b) “basic assessment” : the provisional amount the participant must pay on the year of his admission, for each hectare he cultivates in accordance with his production contract with the Raffinerie de sucre du Québec (Refinery) ; this amount appears in Schedule 1 to the Scheme ;

(c) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(d) “Scheme” : the Income stabilization insurance scheme for sugar beet producers (c. A-31, r.3) ;

(e) “yield” : the quantity of sugar beets harvested at the farm of the participant, delivered, accepted and weighed at the Refinery, expressed in metric tons.

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme must include his basic assessment with his enrolment form.

3. Starting with the second year of participation, the assessment is payable in one instalment, in accordance with section 5.

4. When establishing the yield in accordance with sections 9 and 16 of the Scheme, the Régie des assurances agricoles du Québec determines the amount the participant should have paid as assessment during the year. It then establishes the amount required or the credit to

which the participant is entitled, taking his basic assessment into account.

5. The amount required from the participant, in accordance with section 4, is taken from the payment the Refinery makes as a first instalment on the crop for the year of participation.

In the absence of such a payment by the Refinery, the amount required is payable by the participant to the Régie at the latest on 10 January following the year of production.

6. A credit refundable in accordance with section 4 is payable by the Régie before 31 December of the year of participation.

7. Despite section 5, the Régie may deduct the sums owed by the participants from the compensation it pays to them.

DIVISION III COMPENSATION

8. Where compensation must be granted under the Scheme, it must be paid not later than on 30 June following the year of production.

9. The Régie may grant advances to participants in good standing, based on the volume of production for which compensation is provided pursuant to section 16 of the Scheme, if, based on the model, their net annual income is lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

10. Payment to the Régie must be made by cheque or money order payable to the Régie des assurances agricoles du Québec.



c. A-31, r.5

Income stabilization insurance scheme for beef cattle producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates a different meaning, the following terms signify :

(a) “beef animal” : a bovine animal of beef or dairy-type, or one born from the mating of a dairy cow to a beef bull specified in this Scheme which is kept on the enterprise to be fattened up to the size of slaughter cattle ;

(b) “slaughter cattle” : cattle fattened and weighing at least 365 kilogrammes or 800 pounds on the hoof in the case of a female, and 410 kilogrammes or 900 pounds in the case of a male and sold to be slaughtered in Québec ;

(c) “certificate” : a document issued by the Régie des assurances agricoles du Québec and bearing the signature of its secretary, attesting the participation of the participant ;

(d) “slaughter certificate” : a certificate issued in the name of a participant by an abattoir registered with the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation or with the Régie, attesting the purchase or the job slaughter of cattle and giving the live or dressed weight of the said cattle ;

(e) “compensation” : indemnity granted by the Régie under section 3 of the Act ;

(f) “assessment” : the annual amount set according to the number of cattle covered under section 16 plus any additional assessment payable by the participant under section 20 in conformity with the Regulation ;

(g) “production cost” : the cost determined each year by the Régie and based on a model farm ;

(h) “domicile” : dwelling place as determined by a person's principal place of residence ;

(i) “farm operator” : any producer who raises feeder calves born of his insurable cows or such a producer who keeps beef animals or one who keeps only beef animals ;

(j) “family” : comprises the spouse, father, mother, forbears, descendants and relatives living under the same roof or operating the same farm ;

(k) “farm” : an enterprise of an agricultural nature located in Québec on which cows, feeder calves and beef animals are kept ;

(l) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(m) “model” : an economic study of a typical farm carried out in conformity with section 6 of the Act and adjusted each year to allow for variations in annual receipts and production costs ;

(n) “producer” : a farm operator eligible under this Scheme ;

(o) “Regulation” : the Regulation respecting the Income stabilization insurance scheme for beef cattle producers (c. A-31, r.6) ;

(p) “stabilized net annual income” : an amount equal to 90% of the annual income derived from the work of a producer and provided for in the model ;

(q) “beef-type” : a breed of cattle whose principal trait is meat production and which is raised for that purpose by a producer. A list of these breeds appears in Schedule 1 ;

(r) “dairy-type” : a breed of cattle whose principal trait is milk production and whose secondary trait is meat production, such as the Ayrshire, Canadienne, Guernsey, Holslein and Jersey breeds ;

(s) “insurable cow” : a beef-type or dairy-type cow, except that a dairy-type cow is insurable only if the producer has no milk quota and the cow is mated to a beef bull ;

(t) “feeder calf” : a bovine animal born of an insurable cow and raised to be kept or sold as a beef animal.

DIVISION II CONDITIONS OF ELIGIBILITY

2. A farm operator who wants to participate in the Scheme must :

- (a) be domiciled in Québec ;
- (b) hold a title of ownership, usufruct, possession or lease of a farm located in Québec ;
- (c) be the owner or usufructuary of the insurable cattle and own at least 10 insurable cows if he enrolls as a feeder calf raiser and at least 10 beef animals if he enrolls as a slaughter cattle producer ;
- (d) be the administrator in his capacity of guardian or trustee of a minor or of a person under judicial disability who holds ownership rights in conformity with paragraphs *b* and *c* ;
- (e) be the executor of an estate which includes a farm and insurable animals.

3. If the producer is an artificial person :

- (a) it must have a legal status conferred upon it under a law of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ;
- (b) its administrators and shareholders or members must live in Québec ;
- (c) none of its administrators, and shareholders or members may already be a participant in the Scheme. However, this provision does not apply in the case of a cooperative except if the production of beef cattle is its main activity.

4. In order to be eligible, the animals must be cared for personally by a producer or by the administrators in the case of a moral person according to section 3, or by the manager in the case of a cooperative.

The producer mentioned in paragraphs *d* and *e* of section 2 shall not be subject to the first paragraph.

5. A producer shall participate in the Scheme for a period of 5 years. This period begins on the date of admission mentioned on the certificate, the participation is renewed each year on the anniversary of the enrolment and the period of participation ends on 31 December of the fifth year of participation in the Scheme unless it is renewed.

6. Subject to section 31, a producer who is already insured under one of the following Schemes shall be considered a participant in this Scheme :

(a) Farm income stabilization insurance scheme for producers of feeder calves, feeder cattle and slaughter cattle (O.C. 3945-76, (1976) 108 O.G.II, 7545) ;

(b) Farm income stabilization insurance scheme for producers of F-1 beef-type cattle sired by beef bulls on dairy cows (O.C. 3946-76, (1976) 108 O.G.II, 7561).

7. A producer who wishes to enrol in the Scheme shall send to the Régie through an authorized representative or by registered or certified mail, the documents or the information it may require under section 28 of the Act :

(a) for coverage according to model A, before 30 April ;

(b) for coverage according to model B, before 1 December preceding the participation year.

DIVISION III PARTICIPATION AND CERTIFICATION

8. A producer or a family may insure up to 300 cows and 1 000 beef animals.

9. The participant shall, for each year of his participation in the Scheme, pay an assessment on each cow or beef animal he insures, in the manner prescribed by the Regulation.

Rates for the year 1979 appear in Schedule 2 ; they are published each year thereafter.

10. If a producer meets the conditions of eligibility and has met the admission conditions, the Régie issues a certificate in his name. This certificate bears the date of admission of the producer to the Scheme.

11. The Régie shall notify the participants of the date of expiration 4 months before the end of their period of participation in the Scheme.

Whether or not he has received the notice mentioned in the first paragraph, a participant who wishes to end his participation in the Scheme after 5 years must send a written notice to this effect to the Régie by registered or certified mail at least 3 months before the end of the period determined in section 5.

A participant who does not send such notice will be insured under the Scheme for an additional 5 years period likewise renewable on the same conditions.

12. Notwithstanding section 5, the Régie may release a participant from participating in the Scheme for the rest of his period if he sells his cattle to a person who is not a member of his family or if he is unable to keep his cattle

owing to an accident or illness, or if he refuses to pay the annual assessment required within the time limit stipulated in the Regulation.

13. However, a participant who is released by the Régie from participating in the Scheme because of his refusal to pay the required assessment within the time limit stipulated in the Regulation, or any member of his family, may participate in the Scheme after a period of at least 5 years from the date of such refusal to pay.

14. A separate model will be used by the Régie, according to the type of production, as follows :

model A : typical farm of a producer who owns insurable cows and raises feeder calves ;

model B : typical farm of a producer who keeps beef animals.

The assessment and the compensation, if any, shall be established according to the appropriate model.

15. If the stabilized net annual income is higher than the net annual income established from the model, the Régie shall pay a compensation within the time limit provided for in the Regulation.

The compensation paid to an operator shall not take into account his personal net annual income.

16. A participant is subject to the model which corresponds to the type of production he entered on his application for enrolment.

At the time of his enrolment, a producer may obtain insurance with both types of coverage, or with one or the other. However, in this case, he may later on, at the annual renewal time, add the other coverage if :

(a) he applies for it in the manner and within the time limit provided for in section 7 ;

(b) he pays the annual assessment for such new enrolment according to the rate in force ;

(c) he retains this additional protection for the remainder of his participation period in the Scheme.

According to the model to which a producer is subject, a coverage limit shall be determined annually by the Régie according to the types and number of cattle in the operation, subject to section 8, as follows :

(a) according to model A, depending on the number of insurable cows ;

(b) according to model B, depending on the number of animals.

17. For the purposes of section 16, the number of cattle is the number registered at the annual inventory the Régie carries out each year, following the enrolment period for the participation year, during the wintering period of the cattle for the following years. Such inventory shall include all insurable cattle.

DIVISION IV SPECIAL PROVISIONS

§1. Special provisions applicable to participants subject to model A described in section 14

18. The sales price used in calculating returns shall be the weighted mean of prices at specialized auctions during the year for feeder calves and feeder cattle, dehorned and castrated, weighing on the hoof between 181 kilogrammes or 400 pounds and 272 kilogrammes or 600 pounds.

19. The compensation paid to a participant shall be based on the applicable coverage limit. This compensation is limited to 0,7 of a feeder calf unit or feeder cattle unit per cow will be based on the average weight used in calculating the returns in conformity with section 18.

§2. Special provisions applicable to participants subject to model B described in section 14

20. The assessment paid on an animal will be adjusted according to the weight stated on its slaughter certificate and according to the rate per pound published each year. The adjustment will be based on the live weight of such cattle.

The participant, if he can produce proof, is also entitled to be credited with the assessment he paid on each animal unsold at the end of the current fiscal year.

21. The sales price used by the Régie in calculating returns will be the weighted average of the price per kilogramme or per pound of live weight, in Québec during the year for cattle equivalent to grades A, B or C.

22. Compensation will be paid to a participant for slaughter cattle only if he sends the Régie :

(a) a slaughter certificate ; and

(b) a proof of sale and weigh-slip in the case of sale at a public auction holding an operation permit, or in the case of job slaughter.

23. A participant who wishes to obtain compensation has a maximum period of 60 days from the end of the Ré-

gie's fiscal year to send in the slaughter certificates and the proofs of sale. He also must supply immediately all information and documents the Régie may require under section 28 of the Act.

24. Where the sales of slaughter cattle exceed the coverage limit, the Régie will apply, for purposes of compensation and assessment adjustment, the average weight of the insured cattle sold.

25. The compensation granted for slaughter cattle shall be established on the basis of sales made during the fiscal year of the Régie, from 1979 on.

No compensation pertaining to a sale made before the date of admission to the Scheme may be paid to a producer.

DIVISION V FINAL PROVISIONS

26. Every participant shall notify the Régie immediately of any change in his domicile, his participation in the Scheme, the assessment he must pay and the compensation to which he is entitled.

27. The right of a participant to compensation will be determined by the Régie on the basis of the knowledge it has of his legal status at the time of his enrolment in the Scheme, if he has not notified the Régie of any change.

28. If 2 or more insurance certificates are issued to a participant, only the most recently dated one is valid. The producer shall return it if :

- (a) it was issued by mistake ;
- (b) he is no longer a participant in the Scheme ; or
- (c) it was obtained following a false or fraudulent statement.

29. A participant who receives compensation from the Régie following an inaccurate statement or a statement which has become inaccurate following and undeclared change in his status shall repay to the Régie the amounts he received in excess.

30. This Scheme replaces :

- (a) Farm income stabilization insurance scheme for producers of feeder calves, feeder cattle and slaughter cattle ;
- (b) Farm income stabilization insurance scheme for producers of F-1 beef-type cattle sired by beef bulls on dairy cows.

31. The transitory provisions mentioned below apply to a participant subject to this Scheme according to section 6 :

(a) unless the context indicates a different meaning, the terms and expressions of this section have the same meaning and significance as given in section 2 of both of the Schemes described in section 30.

Moreover, the following term means :

"reserve" : the lesser of i or the total of ii

i. the balance of the 1978 insurance limit, under the old Scheme ;

ii. feeder calves, feeder cattle and slaughter cattle :

(1) sold in accordance with the old Scheme after 15 November 1978 but before 31 December 1978 ;

(2) unsold on 31 December 1978 according to the inventory for the year ;

(b) the Régie shall pay a compensation for feeder calves, feeder cattle and slaughter cattle included in the reserve.

Such compensation will be based on :

i. the model for the old Scheme of a typical farm owned by a producer keeping beef-type cows and raising feeder calves ;

ii. the amount payable per pound for 1978 ;

iii. the average weight of sales at specialized auctions ;

(c) any amount to which the participant is entitled under the old Scheme and the regulation respecting it, except for compensation payable under this section, according to paragraph b will be transferred to his account under this Scheme ;

(d) notwithstanding section 16, the participant :

i. must insure all his insurable cows for each of the remaining years of his participation period under the old Scheme ;

ii. may insure his slaughter cattle according to model B even if he owns fewer than 10 ;

(e) the participation period of the participant will end 31 December of the fifth year from his enrolment in such substituted Scheme unless it is renewed according to section 11.

SCHEDULE 1

(s. 1)

LIST OF BEEF-TYPE CATTLE BREEDS

Hereford
 Shorthorn (Durham)
 Aberdeen-Angus
 Charolais
 Maine-Anjou
 Chianina
 Blonde D'Aquitaine
 Limousin
 Simmental
 Marchigiana
 Brahman
 Gelbieh
 Fleckvieh
 Pie Rouge de L'est (French Simmental)
 Abondance
 Blanc-bleu-beige
 Hayes Converter
 Lincoln Red
 Galloway
 Red Poll (red hornless)
 Romagnola
 An animal born of a dairy cow mated with one of these breeds.

SCHEDULE 2

(s. 9)

ASSESSMENT RATE

Assessment rate for the participant in model A (cow-calf) 22 \$ per cow

Assessment rate for the participant in model B (feeder-finisher) 34 \$ per beef animal. With adjustment of 0,034 \$ per pound over 1 000 pounds and under 1 000 pounds up to 800 pounds for a female and 900 pounds for a male

O.C. 3518-78, (1979) 111 G.O., 4391

O.C. 1364-79, (1979) 111 G.O., 4457

O.C. 589-80, (1980) 112 G.O.II, 1265

O.C. 281-81, (1981) 113 G.O.II, 815



c. A-31, r.6

Regulation respecting the Income stabilization insurance scheme for beef cattle producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates a different meaning, the following terms mean and signify :

(a) “assessment” : annual amount established on the basis of the number of cattle covered under section 16 of the Scheme and any additional assessment payable by the participant under section 20 of the Scheme ;

(b) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(c) “wintering premium” : annual subsidy granted by the Ministère de l’Agriculture, des Pêcheries et de l’Alimentation for wintering beef cattle ;

(d) “Scheme” : the Income stabilization insurance scheme for beef cattle producers (c. A-31, r.5).

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme must include with his enrolment application at least 25% of his assessment for the year of participation, based on the number of cattle declared.

The balance of the assessment is payable :

(a) before 31 May, for 1981, for coverage under model B ;

(b) before 1 July, for coverage under model A.

3. Starting with the second year of participation, or with the annual renewal in the case of a producer subject to section 6 of the Scheme, the participant must pay his assessment :

(a) before 31 May, for 1981, for coverage under model B and before 1 March for subsequent years ;

(b) before 1 July, for coverage under model A.

4. The Régie des assurances agricoles du Québec may deduct sums owed to it by participants, from wintering premiums or compensation which it pays them.

DIVISION III COMPENSATION

5. If compensation is granted under the Scheme, it shall be paid at the latest on the 90th day following the end of the calendar year.

However, if the documents required under the Scheme according to model B reach the Régie after the end of the calendar year, the aforesaid period of 90 days shall start on the date of their reception.

6. The Régie may grant advances to participants in good standing, if, according to the model, their annual income is lower than the stabilized net annual income.

However, a participant subject to model B is entitled to such advance only on cattle for which the documents required under the Scheme have been sent to the Régie.

7. When calculating the compensation, the Régie will determine the adjustments provided for in section 20 of the Scheme and will debit or credit the participant’s account accordingly.

In the case of an adjustment of the assessment of a producer’s final year of participation, any amount owed by him shall be payable immediately upon request of the Régie, unless his participation is renewed in accordance with section 11 of the Scheme.

DIVISION IV FINAL PROVISIONS

8. Payment shall be made to the Régie by cheque or money order payable to the Régie des assurances agricoles du Québec.

9. If a participant has a certain sum to his credit at the end of this 5-year participation term, the Régie will :

(a) hold it to his credit if he has renewed his participation for another 5 year period ;

(b) remit it to him if he has discontinued his participation in accordance with section 11 of the Scheme.

O.C. 3519-78, (1979) 111 G.O., 4399
O.C. 3084-81, (1981) 113 G.O.II, 3675



c. A-31, r.7

Income stabilization insurance scheme for cereal producers : oats, wheat and barley

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates otherwise, the following expressions mean :

- (a) “cereals” : oats, wheat or barley ;
- (b) “certificate” : a document issued by the Régie des assurances agricoles du Québec and bearing the signature of its secretary attesting the participation of the participant in the Scheme ;
- (c) “field” : a piece of land on which is grown a crop having a homogeneous nature for the purposes of appraisal provided for in section 14 ;
- (d) “compensation” : the indemnity paid by the Régie under section 3 of the Act ;
- (e) “assessment” : the annual amount the participant shall pay for each product, according to the production volume calculated under section 20, at the rate per mass unit or weight unit in force for the year of participation ;
- (f) “production cost” : the cost determined yearly by the Régie, based on a typical model farm producing cereals ;
- (g) “domicile” : the dwelling place as determined by the principal place of residence of a person ;
- (h) “farm producer” : the owner, lessee or occupant of a farm on which cereals are grown ;
- (i) “family” : comprises the spouse, father, mother, forebears, and relatives living under the same roof or operating the same farm ;
- (j) “farm” : one or more pieces of land on which cereals are grown by a producer ;
- (k) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;
- (l) “model” : an economic study of a typical farm prepared in conformity with section 6 of the Act, adjusted

yearly according to the variations in the annual returns and production costs ;

(m) “farm plan” : document filed with the Régie by a producer showing the boundaries of the land he owns, leases or occupies, and the area in grain in each field ;

(n) “product” : one of the insurable cereals or a production composed of a mixture of such cereals ;

(o) “Regulation” : the Regulation respecting the Income stabilization insurance scheme for cereal producers : oats, wheat and barley (c. A-31, r.8) ;

(p) “yield” : quantity of product harvested, threshed and dried to 15° humidity, expressed in kilogrammes or metric tonnes (SI) per hectare with their equivalent in weight per acre ;

(q) “stabilized net annual income” : an amount equivalent to 90% of the annual income provided for in the model ; such annual income is based on the annual average income of a skilled worker.

DIVISION II CONDITIONS OF ELIGIBILITY

2. A farm producer who wishes to participate in the Scheme must :

- (a) be domiciled in Québec ;
- (b) hold a title of ownership, usufruct, possession or lease of a farm situated in Québec ;
- (c) be the executor of an estate including a farm ;
- (d) be the administrator in his capacity of guardian or trustee of a minor or of a person under judicial disability who holds ownership rights in conformity with paragraph b ;
- (e) be the producer of cereals grown each year of his participation in the Scheme on an area of at least 10 hectares (25 acres).

3. When a farm producer is an artificial person :

- (a) it shall have a legal status conferred upon it under a law of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation shall have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ;

(b) its administrators and its shareholders or members shall be domiciled in Québec.

4. To qualify, the operations required for growing cereals shall be supervised or carried out by the producer himself or in the case of an artificial person, by its administrators, according to section 3 or by the manager in the case of a cooperative.

The producer mentioned in paragraphs *c* and *d* of section 2 shall not be subject to the first paragraph.

5. A producer shall participate in the Scheme for a 5 year period. This period begins on the date of admission mentioned on the certificate. The participation is renewed each year on 30 April and the period of participation terminates at the end of the fifth year in the Scheme, unless it is renewed.

6. A producer who wishes to enrol in the Scheme shall send to the Régie, through an authorized representative of the Régie or by registered or certified mail, the documents or information it may require under section 28 of the Act and that before 30 April, or later, but within 60 days of publication of the assessment rate for the year of participation.

7. A producer or a family may insure up to 400 hectares.

If the producer is an artificial person, this limit applies collectively to such artificial person, its administrators and shareholders or members insured individually. In the case of a cooperative, the latter provision applies only when the production of cereals is its main activity.

If a producer grows grain on an area larger than the one he can insure, he shall indicate on the farm plan the location of the fields he insures.

8. For each year of participation, the participant shall :

(a) insure the whole area on which cereals are grown subject to sections 4 and 7 ;

(b) pay the whole of the assessment required for the year of his participation, in the manner provided for in the Regulation.

The annual assessment rate appears in Schedule 1 ;

(c) file a farm plan with the Régie before 1 July if the area in cereals exceeds the area he may insure.

9. If a producer meets the conditions of eligibility and has satisfied the conditions of admission, the Régie shall issue a certificate in his name. This certificate shall bear the date of admission of the producer to the Scheme.

10. The Régie shall notify the participants of the date of expiry, 4 months before the end of their period of participation in the Scheme.

Whether or not he is aware of the notice mentioned in the first paragraph, a participant who wishes to put an end to his participation in the Scheme after 5 years, shall give written notice to this effect to the Régie by registered or certified mail at least 3 months before the end of the period mentioned in section 5.

A participant who does not give such notice will be insured under the Scheme for an additional 5 year period, likewise renewable on the same conditions.

11. Notwithstanding section 5, the Régie may release a participant from participating in the Scheme :

(a) for a period of one year, if, owing to an accident, illness or unfavorable weather or sowing conditions, he has to temporarily give up growing cereals ;

(b) for the remainder of his period of participation, if he sells his farming enterprise to a person who is not a member of his family or if he ceases growing cereals owing to an accident or illness or if he refuses to pay the annual assessment required within the time limit provided for in the Regulation.

12. However, a participant who is released by the Régie from participating in the Scheme because of his refusal to pay the required assessment within the time limit provided for in the Regulation, or any member of his family, may participate in the Scheme after a period of at least 5 years from the date of such refusal to pay.

The Régie shall keep any amount paid by such participant as an installment on his annual assessment.

13. A different model for each insurable product shall be used by the Régie, except that the model for oats also applies to the production of mixed cereals.

The assessment rate and compensation for each production unit are established according to each model.

DIVISION III COVERAGE LIMIT

14. For purposes of assessment and, if applicable, of compensation, the Régie shall establish each year for each product the total volume of the crop, by sending to the participant's farm before the harvest, an inspector who :

(a) shall measure the cereal fields insurable under section 8 ; this measuring establishes the area used for each product ; and

(b) shall make an appraisal in such fields by means of a representative sample of the crop in order to estimate the yield.

15. The yield used by the Régie for the purposes of section 20 shall be the one established by the sampling.

16. If it is impossible to apply the sampling method prescribed in paragraph *b* of section 14, the Régie shall use one of the following yields in place of the one mentioned in section 15, giving preference to them according to the order in which they are listed but also taking into account their practicality :

(a) the average of the annual yields obtained by the participant after 3 years of participation in the Scheme, according to the appraisals of the Régie :

i. for identical products ; or

ii. for other products insurable under the Scheme converted to equivalent yield taking into account the relative mass units of each cereal in the absence of an appraisal of such identical products ;

(b) the average annual yield of all crops of that cereal insured under the Scheme, in the region ;

(c) the yield according to the model.

17. The inspector who makes the appraisal shall inform the participant of the reasons for his visit and have him sign a document acknowledging that the appraisal was made.

Absence of the participant or his representative during such visit shall be noted on the document.

DIVISION IV COMPENSATION

18. If the stabilized net annual income is higher than the annual income established by the model, the Régie shall pay a compensation within the time limit prescribed in the Regulation.

The compensation paid to a participant shall not take into account his personal net annual income.

19. The sales price used in the model for calculating the returns shall be the average sales price in Québec for the period of the harvest year from 1 August to 31 July.

20. The compensation paid by the Régie to a participant shall be based on the results from the model for the product he grows.

The amount of such compensation shall be for the volume of production of the product calculated from the number of insured hectares multiplied by the yield as determined under section 15 or 16.

DIVISION V FINAL PROVISIONS

21. A participant shall notify the Régie immediately of any change affecting his domicile, his participation in the Scheme, the assessment he must pay or the compensation to which he is entitled.

22. If 2 or more insurance certificates are issued to a participant, only the most recent one is valid. The producer shall return it if :

(a) it was issued by mistake ;

(b) the producer is no longer a participant in the Scheme ;

(c) it was obtained following a false or fraudulent statement.

23. The right of a participant to compensation shall be decided by the Régie on the basis of the knowledge it has of his legal status at the time of his enrolment in the Scheme, if the former has not notified the Régie of any change since that time.

24. A participant who receives compensation from the Régie following an inaccurate statement or a statement which has become inaccurate by virtue of an undeclared change in his condition, shall remit to the Régie the surplus amounts he has thus obtained.

SCHEDULE 1

(s. 8)

**INCOME STABILIZATION INSURANCE SCHEME
FOR CEREAL PRODUCERS : OATS, WHEAT
AND BARLEY****YEAR 1979**

	<i>Oats (1)</i> \$	<i>Wheat</i> \$	<i>Barley</i> \$
Basic assessment per acre	3,90	0,35	1,80
Basic assessment per hectare	9,63	0,80	4,35
Assessment rate for purposes of annual adjustment :			
a) 100 pounds	0,1875	0,0125	0,07
b) 100 kilogrammes	0,413	0,028	0,154

¹ The rates for oats also apply to mixed cereals.



c. A-31, r.8

Regulation respecting the Income stabilization insurance scheme for cereal producers : oats, wheat and barley

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the following words signify :

(a) “assessment” : the annual amount to be paid by the participant for each product, according to the production volume calculated under section 20 of the Scheme at the rate per mass unit or weight unit in force for the year of participation ;

(b) “basic assessment” : provisional amount to be paid by the participant each year for each hectare of the product he insures ;

(c) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;¹

(d) “product” : one of the insurable cereals or a production composed of a mixture of such cereals ;

(e) “Scheme” : the Income stabilization insurance scheme for cereals producers : oats, wheat and barley (c. A-31, r.7) ;

(f) “yield” : quantity of product harvested, threshed, and dried to 15° humidity, expressed in kilogrammes or metric tons (SI) per hectare with their equivalent in weight per acre.

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme shall enclose with his enrolment form the amount of the basic assessment.

3. Starting with the second year of his participation in the Scheme, a participant shall enclose the amount of his basic assessment with his sowing program report. These documents shall reach the Régie des assurances agricoles du Québec before 30 April or later but within 60 days of the publication of the assessment rate for the year of participation.

4. The Régie shall determine, at the time it decides on the yields according to sections 7 and 20 of the Scheme, the amount the participant should have paid as assessment during the year. It shall then establish the additional amount required or the credit to which the participant is entitled, as the case may be, and taking into account the basic assessment.

5. Any additional amount payable by the participant or credit refundable by the Régie under section 4 shall be paid before 31 December of the year of participation.

6. The Régie may deduct from the compensations it pays to participants the amounts owing by the latter.

DIVISION III COMPENSATION

7. If a compensation is to be granted under the Scheme, it shall be paid by 31 December following the harvest year.

8. The Régie may grant an advance to a participant in good standing, according to the volume of compensable production under section 20 of the Scheme, if, based on the model, his net annual income is less than the stabilized net annual income.

DIVISION IV FINAL PROVISION

9. Payments to the Régie shall be made by cheque or money order payable to the Régie des assurances agricoles du Québec.

O.C. 2306-79, (1979) 111 G.O., 6745

Decision of 27.02.80, (1980) 112 G.O.II, 1207



c. A-31, r.9

Income stabilization insurance scheme for grain corn producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates a different meaning, the following terms mean and signify :

(a) “certificate” : document issued by the Régie des assurances agricoles du Québec and bearing the signature of its secretary certifying the participation of the participant ;

(b) “field” : a piece of land on which is grown a crop with a homogenous appearance for the purposes of appraisal ;

(c) “compensation” : the indemnity paid by the Régie under section 3 of the Act ;

(d) “assessment” : the annual amount the participant shall pay according to the Regulation for each insured hectare and, as the case may be, for the excess yield obtained on such area compared with the yield per hectare referred to in the model ;

(e) “production cost” : the cost determined yearly by the Régie, based on a typical model farm producing grain corn ;

(f) “domicile” : the dwelling place as determined by the main place of residence, of a person ;

(g) “farm producer” : the owner, lessee or occupant of a farm on which grain corn is grown for commercial use ;

(h) “family” : comprises the spouse, father, mother, forebears and relatives living under the same roof or operating the same farm ;

(i) “farm” : one or more farms on which grain corn is grown by a producer ;

(j) “inspector” : any person authorized by the Régie to measure the insured area and to make appraisal prescribed in section 16 of the Scheme and having the powers bestowed by section 29 of the Act ;

(k) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(l) “grain corn” : shelled corn dried to the humidity level generally required for its marketing ;

(m) “model” : an economic study of a typical farm prepared in conformity with section 6 of the Act, adjusted yearly according to the variations in the annual returns and productions costs ;

(n) “farm plan” : a document submitted by a producer which marks the boundaries of the lands he owns, leases or occupies, including the area in grain corn grown in each field ;

(o) “Regulation” : Regulation respecting the Income stabilization insurance scheme for grain corn producers (c. A-31, r.10) ;

(p) “yield” : the quantity of grain corn expressed in kilogrammes or tonnes of 1 000 kilogrammes or the equivalent in bushels, pounds or tons of 2 000 pounds ;

(q) “stabilized net annual income” : an amount equivalent to 90% of the annual income provided for in the model ; such annual income is based on the annual average income of a skilled worker.

DIVISION II CONDITIONS OF ELIGIBILITY

2. A farm producer who wishes to participate in the Scheme must :

(a) be domiciled in Québec ;

(b) hold a title of ownership, usufruct, possession or lease of a farm situated in Québec ;

(c) be the executor of an estate, part of which is a farm ;

(d) be the administrator in his capacity of guardian or trustee of a minor or of an interdicted person who holds a title of ownership in accordance with paragraph b ;

(e) produce grain corn grown each year of his participation in the Scheme on an area of at least 4 hectares (10 acres).

3. If the producer is an artificial person :

(a) it shall have a legal status conferred upon it under an Act of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation shall

have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38);

(b) its administrators and its shareholders or members shall live in Québec;

(c) none of its administrators, shareholders or members may already be a participant in the Scheme. However, this provision does not apply in the case of a cooperative except if the production of grain corn is its main activity.

4. To qualify, the operations required for growing grain corn must be supervised or carried out by the producer himself or by the administrators in the case of a moral person according to section 3 or by the manager in the case of a cooperative.

The producer mentioned in paragraphs *c* and *d* of section 2 shall not be subject to the first paragraph.

5. A producer cannot insure the grain corn he buys or has grown by contract.

6. A producer shall participate in the Scheme for a 5 year period. This period begins on the date of admission mentioned on the certificate, the participation is renewed on 30 April of each year and the period of participation ends on 31 December of the fifth year of participation in the Scheme, unless it is renewed.

7. A producer who wishes to enrol in the Scheme shall send to the Régie through an authorized representative of the Régie or by registered or certified mail the documents or information it may require under section 28 of the Act, before 30 April of the enrolment year.

DIVISION III **PARTICIPATION AND CERTIFICATION**

8. A producer or a family may insure up to 400 hectares (1 000 acres) of grain corn.

If a producer grows grain corn on an area larger than the one he can insure, he shall indicate on the farm plan the location of the fields he insures.

9. For each year of participation, the participant shall :

(a) insure the whole area of grain corn, up to the maximum provided for in section 8;

(b) pay the assessment for each hectare he insures and, when the yield per hectare exceeds the one provided for in the model, pay the additional assessment in the manner provided for in the Regulation.

The assessment rates for 1978 appear in Schedule I; they are published yearly from then on;

(c) submit a farm plan to the Régie if the crop is not insured by the Régie des assurances agricoles du Québec;

(d) notify the Régie before 1 July of any change in the sowing program he had declared to it for the current year; the assessment required for any additional area must be annexed to the notification of change.

10. If a producer meets the conditions of eligibility and has satisfied the conditions of admission, the Régie issues a certificate in his name. This certificate bears the date of admission of the producer to the Scheme.

11. The Régie shall notify the participants 4 months before the end of their period of participation in the Scheme of the date of its expiry.

Notwithstanding the fact that he was aware or not of the notice mentioned in the first paragraph, a participant who wishes to put an end to his participation in this Scheme after 5 years shall give a written notice to his effect to the Régie by registered or certified mail at least 3 months before the end of the period mentioned in section 6.

A participant who does not give such notice will be insured under the Scheme for an additional 5 year period likewise renewable on the same conditions.

12. Notwithstanding section 6, the Régie may release a participant from participating in the Scheme :

(a) for a period of one year, if, owing to an accident, illness or unfavorable weather or sowing conditions, he has to temporarily give up growing grain corn;

(b) for the remainder of his period of participation, if he sells his farming enterprise to a person who is not a member of his family or if he ceases growing grain corn owing to an accident or illness or if he refuses to pay the annual assessment required within the time limit stipulated in the Regulation.

13. However, a participant who is released by the Régie from participating in the Scheme because of his refusal to pay the required assessment within the time limit provided for in the Regulation, or any member of his family, may

participate in the Scheme after a period of at least 5 years from the date of such refusal to pay.

14. A model will be used for the production of grain corn. The assessment and the compensation, if any will be set according to this model.

DIVISION IV COVERAGE LIMIT

15. The Régie will determine the annual amount of grain corn for which the participant is covered according to the Scheme. For this purpose, each year before the harvest, it has an inspector :

(a) measure the grain corn fields on his farm, excluding those referred to in the second paragraph of section 8 ; and

(b) make an appraisal of such fields in order to estimate their yield per hectare by means of a scientific sampling of the crop according to the method recognized by the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation.

16. If it is impossible to apply the sampling method prescribed in paragraph b of section 15, the Régie shall use one of the following yields per hectare in place of the ones mentioned in section 15, giving preference to them according to the order in which they are listed but also taking into account their practicality :

(a) the average of the annual yields obtained by the participant after 3 years of participation in the Scheme, in accordance with the appraisals of the Régie ; or

(b) the average annual yield of all crops insured under the Scheme, in the region ; or

(c) the yield in accordance with the model.

17. The inspector who makes the appraisal will inform the participant of the reasons for his visit and have him sign a document acknowledging that the appraisal was made.

Absence of the participant or his representative during that visit shall be noted on the document.

DIVISION V COMPENSATION

18. If the stabilized net annual income is higher than the annual income established by the model, the Régie shall pay a compensation within the time limit prescribed in the Regulation.

The compensation paid to a participant does not take into account his personal net annual income.

19. The sales price used in calculating the returns will be average of the Montréal truck prices for the period covering the harvest year from 1 October to 31 September.

20. The compensation paid by the Régie to a participant shall be for the volume of production calculated from the number of insured hectares multiplied by the yield as determined under section 15 or 16.

DIVISION VI FINAL PROVISIONS

21. Every participant shall notify the Régie immediately of any change which could affect his domicile, his participation in the Scheme, the assessment he must pay and the compensation to which he is entitled.

22. If 2 or more insurance certificates are issued to a participant, only the most recently dated one is considered valid. The producer shall send it back, if, it was issued by mistake or obtained following a false or fraudulent statement.

23. The right of a participant to a compensation will be determined by the Régie on the basis of the knowledge it has of his legal status at the time of his enrolment in the Scheme, if he has not notified the Régie of any change.

24. A participant who receives compensation from the Régie following an inaccurate statement or a statement which has become inaccurate following an undeclared change in his status, shall remit to the Régie the amounts he received in excess.

25. When computing assessments and compensations, the Régie may use the information concerning the crop areas calculated and the crop yields estimated by the Régie des assurances agricoles du Québec.

SCHEDULE I (s. 9)

YEAR 1978

Assessment rate per acre : 6,00 \$
or

Assessment rate per hectare : 15,08 \$

Additional assessment rate for each bushel in excess of the yield per acre provided for in the model (92,2 b) : 0,065 \$.



c. A-31, r.10

Regulation respecting the Income stabilization insurance scheme for grain corn producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates a different meaning, the following terms and expressions mean :

(a) “assessment” : amount payable each year, based on the rate applicable for each hectare or part thereof insured according to the statement made by the producer to the Régie des assurances agricoles du Québec, under paragraph *b* of section 9 of the Scheme ;

(b) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(c) “Scheme” : the Income stabilization insurance scheme for grain corn producers (c. A-31, r.9).

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme shall enclose with his enrolment form the amount of his assessment for the admission year.

3. Starting with the second year of his participation in the Scheme, a participant shall enclose the amount of his assessment with his sowing program report. These documents shall be submitted to the Régie before 30 April.

4. If the yield per hectare exceeds the yield provided for in the model, the producer shall, before 31 December of the harvest year, pay or such excess an additional assessment based on the equivalence of the rate in force.

5. Notwithstanding the date limit prescribed for payment, the Régie may deduct from the compensations it pays to participants the amounts owed it by such participants.

6. If a participant pays an assessment exceeding the amount he owes the Régie, the latter keeps it and deducts the excess from any amount which becomes due later on.

7. If a participant has a certain sum to his credit at the end of his 5 year participation period in the Scheme, the Régie will :

(a) hold it to his credit if he has renewed his participation in the Scheme for another 5 year period ;

(b) remit it to him if he has discontinued his participation according to section 11 of the Scheme.

DIVISION III COMPENSATION

8. If a compensation is granted under the Scheme, it shall be paid at the latest on the last day of February following the harvest year.

9. The Régie may grant advances to participants in good standing according to the volume of production for which compensation is provided pursuant to section 21 of the Scheme, if based on the model, their net annual income is lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

10. Payment to the Régie shall be made by cheque or money order payable to the Régie des assurances agricoles du Québec.



c. A-31, r.11

Income stabilization insurance scheme for potato producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates a different meaning, the following terms mean :

- (a) “certificate” : a document issued by the Régie des assurances agricoles du Québec bearing the signature of its secretary attesting the participation of the participant in the Scheme ;
- (b) “field” : a piece of land on which is grown a crop with a homogenous appearance for the purposes of appraisal ;
- (c) “compensation” : indemnity granted by the Régie in conformity with section 3 of the Act ;
- (d) “assessment” : the annual amount the participant must pay in conformity with section 9, at the rate per mass or weight unit in force for the year of participation ;
- (e) “production cost” : the cost determined yearly by the Régie based on the model farm producing potatoes, in conformity with Schedule 2 ;
- (f) “domicile” : the dwelling place as determined by a person’s main place of residence ;
- (g) “farm operator” : the owner, lessee or occupant of a farm on which potatoes are grown for commercial use ;
- (h) “family” : comprises the spouse, father, mother, forbears and relatives living under the same roof or operating the same farm ;
- (i) “farm” : one or more pieces of land on which potatoes are grown by a producer ;
- (j) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;
- (k) “Department” : the Ministère de l’Agriculture, des Pêcheries et de l’Alimentation ;

(l) “model” : an economic study of a typical farm prepared in conformity with section 6 of the Act and described in Schedule 2 ;

(m) “farm plan” : a document submitted by a producer which marks the boundaries of the lands he owns, leases or occupies, including the area in which potatoes are grown in each field ;

(n) “potatoes” : potatoes produced in Québec and intended for consumer use, processing or planting ;

(o) “Regulation” : the Regulation respecting the Income stabilization insurance scheme for potato producers (c. A-31, r.12) ;

(p) “yield” : quantity of potatoes picked for commercial use, categories “Numbers 1 and 1-Large”, in accordance with the gauging standards established pursuant to the Agricultural Products, Marine Products and Food Act (R.S.Q. c. P-29) expressed in kilograms or metric tons (SI) per hectare, with their equivalent in weight per acre ;

(q) “stabilized net annual income” : an amount equivalent to 70% of the annual income based on the average annual regular income of a skilled worker, in conformity with section 19 ; this amount is established for 100 kilograms of products in accordance with the annual production volume based on the model.

DIVISION II CONDITIONS OF ELIGIBILITY

2. A farm operator who wishes to participate in the Scheme must :

- (a) be domiciled in Québec ;
- (b) hold a title of ownership, usufruct, possession or lease of a farm situated in Québec ;
- (c) be the executor of an estate, part of which is a farm ;
- (d) be the administrator in his capacity of guardian or trustee to a minor or a person under judicial disability who holds ownership rights in conformity with paragraph b ;
- (e) be a producer of potatoes, grown each year of his participation in the Scheme on an area of at least 4 hectares (10 acres).

3. Where the producer is an artificial person :

(a) it must have a legal status conferred upon it under and Act of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ;

(b) its director and shareholders or members must be domiciled in Québec.

4. To qualify, the operations required for growing potatoes must be supervised or carried out by the producer himself or by the directors in the case of an artificial person in conformity with section 3 or by the manager in the case of a cooperative.

The producer referred to in paragraphs *c* and *d* of section 2, is not subject to the first paragraph.

5. The producer must participate in the Scheme for a 5-year period. This period begins on the date of admission mentioned on the certificate, the participation is renewed on 30 April of each year and the period of participation terminates at the end of the fifth year in the Scheme, unless it is renewed.

6. Subject to section 28, the farm producer who is already a participant in the income stabilization insurance scheme for potato producers made by Order in Council, 2436-77, (1977) 109 O.G.II, 5435 is considered to be a participant in this Scheme.

7. A producer who wishes to enrol in the Scheme must send to the Régie through an authorized representative of the Régie or by registered or certified mail, the documents of information it may require under section 28 of the Act before 30 April of the enrollment year, or later, but within 60 days of the publication of the assessment rate for the year of participation.

DIVISION III PARTICIPATION

8. A producer or a family may insure up to 180 hectares. Where the producer is an artificial person, this limit applies collectively to such an artificial person, its directors or its shareholders insured individually. In the case of a cooperative, this latter provision applies only when the production of potatoes is its main activity.

Where a producer plants potatoes on an area larger than the one he may insure, he must indicate on the farm plan the location of the fields he insures.

9. For each year of participation, the participant must :

(a) insure the whole area he grows, in conformity with section 4, up to the maximum provided for in section 8 ;

(b) pay the required assessment in full for the year of his participation for the production volume established in section 22, in the manner prescribed by the Regulation ; the annual assessment rate appears in Schedule 1 ;

(c) submit a farm plan to the Régie before 1 July, if the area cultivated exceeds the one he is allowed to insure.

10. When a producer is eligible and has met the conditions for admission, the Régie issues a certificate in his name. This certificate bears the date of admission of the producer to the Scheme.

11. The Régie notifies the participants of the expiry date 4 months before the end of their period of participation in the Scheme.

Whether he has received the notice mentioned in the first paragraph or not, a participant who wishes to put an end to his participation in this Scheme after 5 years must give written notice to this effect to the régie, by registered or certified letter, at least 3 months before the end of the period mentioned in section 5.

A participant who does not give such notice will be insured under the Scheme for an additional 5-year period, likewise renewable on the same conditions.

12. Notwithstanding section 5, the Régie may release a participant from participating in the Scheme :

(a) for a period of one year, if owing to an accident, illness or unfavourable weather or sowing conditions, he has to temporarily give up growing potatoes ;

(b) for the remainder of his period of participation, if he sells his farming enterprise to a person which is not a member of his family or, if he ceases growing potatoes owing to an accident or illness, or if he refuses to pay the annual assessment required within the time limit mentioned in the Regulation.

13. However, a participant who is released by the Régie from participating in the Scheme because of his refusal to pay the required assessment within the time limit provided for in the Regulation, or any member of his family, may

participate in the Scheme after a period of at least 5 years from the date of such refusal to pay.

The Régie keeps any amount given by such participant as an installment on his annual assessment.

14. For purposes of compensation, the Régie determines each year the net annual income provided for in the model, taking into account the annual variations of income, the cash payments and the depreciation. These different amounts are established per 100 kilograms of products.

DIVISION IV COVERAGE LIMIT

15. For purposes of assessment and, where applicable, of compensation, the Régie determines each year the total volume of the insured crop, by sending to the participant's farm an inspector in order to :

(a) measure the potato fields cultivated and insurable under section 9 ; this measuring determines the area harvested before 15 August ; and

(b) make an appraisal by means of a representative sampling of the crop in the non-harvested fields order to estimate their yield.

16. The yields used by the Régie for the purposes of section 22 are the following :

(a) for the area harvested before 15 August : if it represents 60% or less of the area insured, the yield is the one described in paragraph *b* below ; otherwise, the yield is of 12,8 metric tons (SI) or 11 400 pounds ;

(b) for the area harvested after 15 August : the yield is determined by means of the appraisal.

17. If it is impossible to apply the sampling method prescribed in paragraph *b* of section 15, the yield under paragraph *b* of section 16 is one of the following, the Régie giving preference in the order listed below, but also taking into account the practicability of each one :

(a) the average annual yield obtained by the participant after 3 years of participation in the Scheme, based on the appraisals of the Régie ; or

(b) the average annual regional yield of all crops insured under the Scheme ; or

(c) the yield in accordance with the model.

18. The inspector who makes the appraisal informs the participant of the reasons for his visit and has him sign a document acknowledging that the appraisal was made.

The absence of a participant or his representative is to be noted on the document.

DIVISION V STABILIZED NET ANNUAL INCOME

19. The stabilized net annual income is equivalent to 70% of the average annual income of a skilled worker and is based on the regular average annual income of skilled workers in the construction, processing and service industries, in accordance with section 9 of Schedule 2.

As the structure of the production requires that the operator of the model farm works regularly all year long at the production of potatoes, the first paragraph takes into account the full amount of such regular.

Such stabilized net annual income is established for 100 kilograms of products in accordance with the annual production volume based on the model.

DIVISION VI COMPENSATION

20. If the stabilized net annual income is higher than the net annual income established in the model, the Régie must pay a compensation, within the time limit prescribed in the Regulation.

The compensation paid to a participant does not take into account his personal net annual income.

21. The sales price used in computing the receipts is the average wholesale price for grade 1 potatoes in Québec, for the period of the harvest year between 15 August and the following 31 May, in accordance with the selling timetable described in Schedule 2.

22. The compensation the Régie pays to a participant covers the production, according to the number of hectares insured, multiplied by the yield determined under section 16 or 17, subject to section 23.

23. In computing the compensation, the Régie takes into account subsidies or grants made available to producers by government bodies for the period included in the annual adjustment, according to section 14, if such subsidies or grants stood for the price compensation, by using one of the following methods that applies to all the participants :

(a) where the Régie is informed of the amount received by a participant as government subsidies or grants, such amount is deductible from the compensation, without exceeding the compensation already received, if such receivable amount was for a preceding producing year ; or

(b) where the Régie does not obtain detailed information on the personal amounts received by the participants, the government subsidies or grants are added under paragraph B of section 10 of Schedule 2 ; however, in the computation of personal compensation, the amount of such subsidies or grants applies only to the volume of production according to section 22, on the volume provided for in the model. Moreover, if such subsidies or grants covered a preceding production, it is taken into account only for producers insured at that time.

DIVISION VII MISCELLANEOUS PROVISIONS

24. Every participant must notify the Régie immediately of any change in his domicile, his participation in the Scheme, the assessment he must pay and the compensation to which he is entitled.

25. If 2 or more insurance certificates are issued to a participant, only the most recent one is valid. The producer must return it if :

(a) it was issued by mistake ;

(b) the producer is no longer a participant in the Scheme ;

(c) it was obtained following a false or fraudulent statement.

26. A participant's right to compensation is determined for the Régie from its knowledge of the participant's legal status at the time of his enrolment in the Scheme, if he has not given any notice of change since that time.

27. A participant who receives compensation from the Régie on the strength of a declaration which is inaccurate or has become inaccurate as result of an undeclared change in his status, must repay to the Régie the sums he has received in excess.

DIVISION VIII TRANSITORY AND FINAL PROVISIONS

28. This section applies to the participant referred to in section 6 of this Scheme, as follows :

(a) until his first term of participation expires :

i. a producer who farms at least 2 hectares (4,942 acres) is eligible ;

ii. a family may insure up to 200 hectares (494,2 acres) ;

iii. the co-owners and the artificial persons referred to in sections 7 and 8 of the former scheme may insure up to 400 hectares (988,4 acres) ;

(b) the crop obtained in 1979 on the area referred to in paragraph b of subsection 1 of section 24 of the former scheme is, for compensation purposes, subject to sections 21, 22 and 23 of this Scheme ;

(c) any amount due, under the provisions of the former scheme and of the related regulation is transferred to this Scheme ;

(d) the period of participation of the participant terminates at the end of the fifth year in any replaced scheme, unless it has been renewed pursuant to section 11.

SCHEDULE 1

(s. 9)

YEAR 1980

Assessment per acre :	49,30 \$
Assessment per hectare :	121,95
Basic assessment per acre :	32,05
Basic assessment per hectare :	79,20
Assessment for any yield lower or greater than the one provided for in the model (170 quintals per acre or 19,05 tonnes (SI) per hectare) :	0,29 \$ per 100 lb or 0,64 \$ per 100 kg

SCHEDULE 2

(ss. 1, 19, 20, 21 and 23)

MODEL RESPECTING THE PRODUCTION OF POTATOES

DIVISION I DESCRIPTION OF THE MODEL FARM

1. The model farm has an area of 93 hectares (230 acres) of which 60,7 hectares (150 acres) are planted in potatoes and 30,35 hectares (75 acres) in root crops.

2. The annual volume of production comes from a yield of 19,05 metric tons (SI) per hectare, which gives a total of

1 156,6 tons (equivalence in weight : 170 quintals per acre, that is, a total weight of 25 500 quintals).

3. The producer owns the buildings and machinery used to produce the projected annual volume in accordance with sections 2 and 6.

4. The producer works all year long, full-time, for this enterprise which also needs hired manpower. The man-hours required annually are divided as follows :

(a) soil preparation and spraying	1 156,5 hours
(b) sowing	540,0 hours
(c) harvesting potatoes	1 029,6 hours
(d) classifying products	2 655,0 hours
(e) administration	150,0 hours

Total hours : 5 531,1 hours.

The man-hours attributed to crop production is determined by applying the factor 1,2 to the machine-hours determined under section 15.

5. The yearly wages for labour are based on the distribution of hours and also on the methods of payment described below :

(a) 2 400 hours are included in the stabilized net annual income pursuant to section 19 of the Scheme ;

(b) 3 131,1 hours, at the hourly rates indicated in section 18.

DIVISION II DESCRIPTION OF CAPITAL EXPENDITURES AND OF THE FINANCING OF THE ENTERPRISE

6. In computing cash outlays and depreciation, capital expenditures, and, as applicable, purchasing dates, purchase costs and replacement value are taken into account as follows :

<i>Description</i>	<i>Purchase price</i>	<i>Replacement value</i>
	\$	\$
(A) Land, purchased in 1961 :	14 081	41 400
(B) Buildings :		
(1) Machinery shed, purchased in 1961 :	2 669	7 350
(2) Potato warehouse, 92 190 cu. ft., built in 1968 :	27 064	55 314
Value of buildings :		62 664
(C) Machinery, according to section 14 :		
(1) farm machinery, cost in 1968 :	41 016	63 845
(2) tractors, cost in 1971 :	24 951	35 800
Value of machinery, subject to paragraph E below :		99 645
TOTAL CAPITAL EXPENDITURE :		203 709

(D) Small tools of value of 500 \$ are provided for.

(E) The purchase price of the machinery is reviewed each year, because of the cost of replacement at half its useful life :

(1) for farm machinery, after 7 years out of 15 years of useful life ;

(2) for tractors, after 5 years out of 10 years of useful life.

The cost of replacement is in accordance with section 8, depending on the replacement index either for machinery or for motor vehicles.

7. Long term financing costs for capital expenditures included in the annual expenditures are determined by the application of the Farm Credit Act (R.S.Q., c. C-75) and of the Act to promote farm improvement (R.S.Q., c. A-18), in accordance with section 22.

DIVISION III GENERAL PROVISIONS RESPECTING ANNUAL ADJUSTMENT

8. The Régie determines, each year, the net annual income referred to in section 14 of the Scheme, taking into account that :

(1) any amount listed in the model is, except where otherwise specified, the one established for the fiscal year ending 31 December 1976 ;

(2) the adjustment of the various elements included in the cash outlays and the depreciation is made in accordance with the intrant price indexes used by the farmers in eastern Canada, according to Statistics Canada, catalogue 62-004, unless a different adjustment method is shown in the description of the element ;

(3) if the adjustment is based on a statistical index, the rate is determined by comparing the index of the preceding year with that of the current fiscal year, at the end of the third quarter in each case.

DIVISION IV ELEMENTS ENTERING INTO THE CALCULATION OF THE STABILIZED NET ANNUAL INCOME

9. The stabilized net annual income, in accordance with section 19 of the Scheme, is adjusted, each year on the basis of both the average regular annual salary established in 1974 at 9 700 \$ and the index of the average weekly salary in all Québec industries, according to Statistics Canada, catalogue 11003 F.

DIVISION V ELEMENTS ENTERING INTO THE CALCULATION OF ANNUAL RECEIPTS

10. Annual receipts :

(A) Sale of the annual production, in accordance with section 2, under the conditions provided for in section 21 of the Scheme, based on the selling schedule of the prod-

ucts, spread out over the current year and the following year, expressed in percentage as follows :

August,	2	January,	13
September,	5	February,	13
October,	15	March,	12
November,	13	April,	12
December,	13	May,	2.

(B) Subsidies or grants received from government bodies, for the purposes of paragraph *b* of section 23 of the Scheme ; the amount attributed is for the production volume, in accordance with section 2, for the year where such subsidies or grants are given.

DIVISION VI ELEMENTS TAKEN INTO ACCOUNT IN COMPUTING THE CASH OUTLAYS AND THE DEPRECIATION MAKING UP THE PRODUCTION COST

§1. Variable charges

11. Seed : Related to :

(1) potato production ;

(2) root crops.

(A) Annual quantity :

(1) potato plants : 1 850 kilograms per hectare, over 60,7 hectares, giving a total of 112,3 metric tons (SI) ;

(1 650 pounds per acre, over 150 acres, giving a total of 123,8 tons)

(2) root crops recommended by le Conseil des productions végétales du Québec concerning potato crops, equivalent as such to the Broom-Corn Millet certified No. 1 if sowed according to the following standards :

— 34 kilograms per hectare, over 30,35 hectares, giving a total of 1 020 kilograms

(30 pounds per acre, over 75 acres, giving a total of 2 250 pounds).

(B) Annual adjustment :

(1) potato plants : the average selling price from January to 30 April, at the *Centre de distribution de l'Association des producteurs de plants de pommes de terre du Québec Inc.* ;

(2) root crops : the price in force in Québec during the month of April of the current year, for the kind of seed used.

12. Fertilizers : Concerning :

- (1) potato production ;
- (2) root crop.

(A) Standards : For each production, the type of fertilizer and the quantity per hectare are in accordance with the recommendations of the Department in the *Manuel des références économiques en agriculture du Québec*.

(B) Quantity : For each production, a type of chemical fertilizer made for :

(1) potatoes, one application of 8-16-16 (2,4 magnesium), 1 794 kilograms per hectare, over 60,7 hectares, a total of 108,9 metric tons (SI) or a type of mixed fertilizer giving equivalent fertilizing elements ;

(1 600 pounds per acre, over 150 acres, a total of 120 tons)

(2) root crops, based on one application of ammonium nitrate 33.5-0-0, 84 kilograms per hectare, over 30,35 hectares, a total of 2,6 metric tons (SI) or a type of mixed fertilizer giving equivalent fertilizing elements ;

(75 pounds per acre, over 75 acres, a total of 2,8 tons).

(C) Annual adjustment : The annual adjustment is related to the prices in Québec, for February of the current year, for the 8-16-16 and for August for ammonium nitrate, subject to the regular discounts given for cash payment.

13. Pesticides : Concerning potato production : insecticides, fungicides, weed-killers and dessicants :

(A) Standards : The products used and the application per hectare are in accordance with the standards of the Department in the *Manuel des références économiques en agriculture du Québec*.

(B) Quantity : Any pesticide corresponding to the aforementioned standards and equivalent to the following products :

(1) Furadan (insecticide) : 1,1 litres per hectare for each application, 3 applications over 60,7 hectares, a total of 202,5 litres (16 ounces per acre for each application, 3 applications over 150 acres, a total of 45 gallons) ;

(2) Dithane M45 mancozebe (fungicide) : 1,9 kilograms per hectare per application, 6 applications over 60,7 hectares, a total of 692 kilograms (1,66 pounds per acre per application, 6 applications over 150 acres, a total of 1 500 pounds) ;

(3) Linuron (herbicide) : 3,4 kilograms per hectare over 60,7 hectares, a total of 204 kilograms (3 pounds per acre, over 150 acres, a total of 450 pounds) ;

(4) Reglone (dessicant) : 2,1 litres per hectare per application, 2 applications over 60,7 hectares, a total of 253 litres (30 ounces per acre per application, 2 applications over 150 acres, a total of 56,25 gallons).

(C) Annual adjustment : For each product, the price during May of the current year, based on the average current price of 3 specialized suppliers.

14. Crop-insurance : Annual expenditure for the model farm is unnecessary, considering that :

(a) the yield is the long-term average yield ;

(b) the annual production volume is pre-determined and invariable from year to year, in accordance with section 2.

These standards are based on the hypothesis that the total amount paid to the insurance fund is sufficient for the long-term payment of the compensation.

15. Operating costs of machinery : Concerning :

(1) maintenance and repairs of farm machinery in relation to the number of hectares used specified in the inventory ;

(2) maintenance and repairs of tractors, including the cost of fuel in relation to the machine-hours of the units with which they are used ; the machine-hours are shown in the inventory.

For the purposes of annual adjustment, the operating costs related to the work of the preceding fall concerning soil preparation and root crops are charged separately.

(A) Standards : The standards in computing charges in relation to each machine are the following :

(a) new condition value : the replacement value based upon the date and the purchase price in accordance with paragraph C of section 6. Such amount appears in the inventory as a base for calculation, as new condition value related to the operating period of the machinery, either :

(1) for the current year, the replacement value in 1976 ;

(2) for the preceding fall, the replacement value in 1975.

In spite of paragraph E of section 6, the new condition value specified in the inventory is invariable from year to year ;

(b) hours of operation in useful life ;

(c) maintenance and repair factor, in percentage ;

(d) machine hours per hectare for :

i. farm machinery, in accordance with the hours specified in the inventory for each unit ; and

ii. tractors, based on machine hours charged to farm machinery, plus 10% ;

(e) consumption in litres of fuel per hour, diesel or gasoline, based on the power of the tractor ;

(f) cost per litre of fuel, diesel or gasoline, as the case may be.

(B) Calculation of costs : Cost is established for each machine by the following method :

(1) farm machinery :

i. the new condition value (standard *a*), divided by the hours of useful life (standard *b*), multiplied by the factor of maintenance and repair (standard *c*) gives the cost of utilization per hour ;

ii. the cost of utilization per hour multiplied by the machine-hours per hectare (standard *d*), multiplied by the number of hectares of utilization establishes the annual cost ;

(2) tractors, taking into account the standard *d*-ii :

(a) maintenance and repair ;

i. in accordance with the subparagraph i of paragraph 1 of subsection B to obtain the cost of utilization per hour ;

ii. the cost of utilization per hour multiplied by the number of hours of utilization establishes the annual cost ;

(b) fuel cost : the consumption in litres of fuel per hour (standard *e*) multiplied by the price per litre (standard *f*) multiplied by the number of hours of operation establishes the fuel cost.

Farm machinery

*means work done during the preceding fall.

description : machines and tractor used, hours of operation and hectares on which machines are used

	computing standards	annual cost	replacement value
		\$	\$
(1) Grain drill	(a) 1 400 \$		
* 50 H.P. - 37,5 hours	(b) 1 200		
30,35 hectares	(c) 100%		
	(d) 1,236	*43,75	1 680
(2) Chemical fertilizer spreader	(a) 600 \$		
*50 H.P. - 10,5 hours	(b) 1 200		
30,35 hectares	(c) 120%		
	(d) 0,346	* 6,30	630
(3) 4 bottom plow	(a) 1 815 \$		
* 85 H.P. - 148,50 hours	(b) 2 500		
91,05 hectares	(c) 120%		
	(d) 1,631	*129,37	2 500

(4) Disc-harrow (10')	(a) 1 830 \$		
85 H.P. - 49,5 hours	(b) 2 500		
60,7 hectares	(c) 120%		
	(d) 0,815	43,48	1 830
* 85 H.P. - 24,75 hours	(a) 1 650 \$		
30,35 hectares	(b) 2 500		
	(c) 120%		
	(d) 0,815	* 19,60	
(5) Tooth-harrow (16' 6")	(a) 625 \$		
50 H.P.-27,0 hours	(b) 2 500		
60,7 hectares	(c) 120%		
	(d) 0,445	* 8,10	625
*50 H.P.-13,5 hours	(a) 563 \$		
30,35 hectares	(b) 2 500		
	(c) 120%		
	(d) 0,445	* 3,65	
(6) Planter 30-36"	(a) 4 450 \$		
50 H.P.-150,0 hours	(b) 2 500		
60,7 hectares	(c) 120%		
	(d) 2,471	320,40	4 450
(7) Seed cutter	(a) 2 450 \$		
60,7 hectares	(b) 1 200		
	(c) 100%		
	(d) 1,236	153,13	2 450
(8) Row-crop cultivator	(a) 1 250 \$		
50 H.P.-249,0 hours	(b) 2 500		
121,4 hectares	(c) 120%		
	(d) 2,051	149,40	1 250
(9) Sprayer (Pulp 20 gal/min, boom 30') (500 U S gal.)	(a) 7 500 \$		
50 H.P.-178,5 hours	(b) 1 200		
424,9 hectares	(c) 100%		
	(d) 0,42	1 115,36	7 500
(10) Pull-type potato combine (2 rows-drawn)	(a) 20 930 \$		
85 H.P.-214,5 hours	(b) 2 500		
60,7 hectares	(c) 80%		
	(d) 3,534	1 436,73	20 930
(11) 2 wagons (for bulk boxes)	(a) 2 000 \$		
50 H.P.- 429,0 hours	(b) 5 000		
30,35 hectares	(c) 100%		
	(d) 7,067	85,80	2 000
(12) 2 bulk boxes (18' - 10 tons)	(a) 4 800 \$		
30,35 hectares	(b) 5 000		
	(c) 100%		
	(d) 7,067	205,92	4 800
(13) Belt conveyor (30')	(a) 4 500 \$		
60,7 hectares	(b) 2 500		
	(c) 120%		
	(d) 1,236	162,05	4 500
(14) Bin piler 20 H.P.-219,0 hours			
(15) Hopper and conveyor	(a) 950 \$		
60,7 hectares	(b) 2 500		
	(c) 120%		
	(d) 3,608	99,86	950
(16) Brushes (5 rubber brushes, 5 nylon brushes)	(a) 1 950 \$		
60,7 hectares	(b) 2 500		
	(c) 120%		
	(d) 3,608	204,98	1 950
(17) Sizer	(a) 1 950 \$		
60,7 hectares	(b) 2 500		
	(c) 120%		
	(d) 3,608	204,98	1 950
(18) Packing line	(a) 1 325 \$		
60,7 hectares	(b) 2 500		
	(c) 120%		
	(d) 3,608	139,28	1 325

(19) Semi-automatic bagger 60,7 hectares	(a) 575 \$ (b) 2 500 (c) 120% (d) 3,608	60,44	575
(20) Farm wagon 50 H.P.-150,0 hours 60,7 hectares	(a) 750 \$ (b) 5 000 (c) 100% (d) 2,471	22,50	750
*50 H.P.-75,0 hours 30,35 hectares	(a) 650 \$ (b) 5 000 (c) 100% (d) 2,471	*9,75	
(21) Chain elevator 60,7 hectares	(a) 400 \$ (b) 2 500 (c) 120% (d) 3,731	43,39	400
(22) Belt conveyor 60,7 hectares	(a) 800 \$ (b) 2 500 (c) 120% (d) 3,731	86,98	800
	*preceding fall current year		
Sub-total	212,42 \$	4 542,88	4 755,30
			63 845

Tractors

*means work done during the preceding fall.

description : machines and tractor used, hours of operation and hectares on which machines are used

		computing standards	annual cost	replacement value
			\$	\$
20 H.P.-gasoline front-end loader 240,90 hours	(a) 4 800 \$ (b) 12 000 (c) 120% (e) 5,5 (f) 0,129	115,63		4 800
*50 H.P.-diesel 150,15 hours	(a) 7 500 \$ (b) 12 000 (c) 120% (e) 10,0 (f) 0,106	*112,61		8 000
50 H.P.-diesel 1 301,85 hours	(a) 8 000 \$ (b) 12 000 (c) 120% (e) 10,0 (f) 0,117	1 041,48		8 000
*85 H.P.-diesel 190,58 hours	(a) 13 600 \$ (b) 12 000 (c) 120% (e) 17,0 (f) 0,106	*259,19		15 000
85 H.P.-diesel 290,40 hours	(a) 15 000 \$ (b) 12 000 (c) 120% (e) 17,0 (f) 0,117	435,60		
	*preceding fall current year			
Sub-total tractors maintenance and repair	371,80	1 592,71	1 964,51	
fuel	502,59	2 271,69	2 774,28	
Total (tractors)	874,39	3 864,40	4 738,79	35 800

TOTAL (MACHINERY) 1 086,81 8 407,28 9 494,09 99 645

(C) Annual adjustment : The annual adjustment is related to the periods of operation and the price indexes of intrants in agriculture in Eastern Canada, in accordance with Statistics Canada, as follow ;

(1) maintenance and repair : indexes related to the operation of machines and motor vehicles, repairs, tires and batteries, catalogue 62-004 ;

(2) fuel : price rates for petroleum products, catalogue 62-011.

16. Electricity - Heating : Concerning the annual cost either for using electricity in the machinery shed and the warehouse, or for oil heating of the warehouse :

(A) Annual cost :

(1) electricity	612 \$
(2) heating (oil)	344 \$

(B) Annual adjustment :

(1) electricity : according to Hydro-Québec rates ;

(2) heating : according to the price index for petroleum products, following the intrant price index in agriculture for Eastern Canada, Statistics Canada, catalogue 62-011.

17. Marketing : Concerning the bagging and the delivery of the annual production, the distance used being 80,5 kilometres (50 miles).

(A) Intrants, quantity and costs :

quantity per hectare	unit price	cost per hectare	total cost (60,7 hectares)
	\$	\$	\$
(1) 840 bags	0,15	126,03	7 650
(2) 840 fasteners	0,004	3,36	204
(3) transport (840 bags)	0,24	201,65	12 240
Total :			20 094

(B) Annual adjustment :

(1) bags and fasteners : according to industry price index, plastic and paper bag makers, number D 526101, monthly bulletin, Statistics Canada, catalogue 62-011 ;

(2) transport : according to the private transport index, Cansim 486315, monthly bulletin of Statistics Canada.

18. Hired manpower : Concerning part-time or full-time manpower, in accordance with section 5 :

(A) Salaries :

- (1) 1 837,8 hours at 3,32 \$, for part-time manpower ;
- (2) 1 293,3 hours at 4,50 \$, for full-time manpower ;

(B) Annual adjustment :

(1) for category 1 : according to the average weekly salary for all Québec industries, Statistics Canada, catalogue 72-002 ;

(2) for category 2 : in accordance with section 8, according to the index respecting farm manpower.

§2. Fixed expenses

19. Maintenance : Concerning the maintenance of the land including fences, farm roads and ditches, the machinery shed and the warehouse, according to the values mentioned in section 6, as follows :

(A) Annual cost :

- (1) land, 1% of the replacement value, that is, 414 \$;
- (2) machinery shed, 1% of the replacement value, that is, 73,50 \$;
- (3) warehouse, 1,4% of replacement value, that is, 774,40 \$.

Total annual cost : 1 261,90 \$.

(B) Annual adjustment : in accordance with section 8 :

- (1) according to the index respecting the repair of fences, concerning the land ;
- (2) according to the index respecting the repair of buildings, concerning the machinery shed and the warehouse.

20. Insurance : Concerning the buildings, the farm machinery and the tractors :

(A) Standards :

- (1) buildings are covered against fire, lightning and wind ;
- (2) machinery and tractors are insured under an all-risk floater.

(B) Amount : The insurance amounts of capital assets according to section 6 are established annually in relation to the current fiscal year, as follows :

- (1) buildings : 80% of the replacement value according to section 8, in accordance with the index respecting the replacement of buildings ;

(2) farm machinery : 80% of the replacement value according to section 8, in accordance with the index respecting the replacement of machinery ;

(3) tractors : depreciated value based on the replacement cost dating back 5 years before the current fiscal year, subject to straightline depreciation over 10 years ; such replacement cost is established according to section 8 and the index respecting the replacement of motorized machinery.

(C) Annual premium : The Régie bases its premium on the current year rates of mutual fire insurance corporations.

21. Property taxes : Concerning the land, the machinery shed and the warehouse :

(A) Standards :

(1) taxable value :

(a) land : maximum amount per hectare of 370,66 \$ (150 \$ per acre) ;

(b) buildings : depreciated value of the buildings, in relation to both cost and the date of purchase in accordance with section 6 ;

(2) depreciation : amount obtained by straightline depreciation over 40 years for the machinery shed, over 30 years for the warehouse.

(B) Annual assessment and taxation : The amount of property taxes is established at 1% of the taxable values :

(1) land : 1% of 34 500 \$,
that is 345,00 \$

(2) buildings : 1% of 21 515 \$,
that is 215,15

Total amount : 560,15

(C) Annual indexation : The indexation is established according to the index respecting property taxes in accordance with section 8, unless the Government orders a different taxation method.

22. Interest on loans : Concerning the long-term financing of the capital expenditures described in section 7, interest being calculated from 1968.

Loans :

(A) Under the Farm Credit Act (R.S.Q., c. C-75), a 25-year mortgage at 75% of the market value of the capital assets, plus the balance of the 1961 mortgage as follows :

(1) Fixed assets :

(a) 75% of the construction cost of the warehouse, for an amount of 27 064 \$, that is, a market value of 20 298 \$;

(b) the purchase cost in 1968 of the farm machinery, having a market value of 41 016 \$.

The total market value of the fixed assets : 61 314 \$.

(2) Mortgage : under the Farm Credit Act (R.S.Q., c. C-75) :

(a) 75% of the market value of the fixed assets, that is : 45 986 \$;

(b) the balance of the 1961 mortgage, the original amount being 12 563 \$, that is 9 809 \$.

The amount of the mortgage, 55 795 \$, is financed as follows :

Details	annual payment (interest and capi- tal)	average yearly interest
(1) 15 000 at 2,5% :	810,60 \$	210,60 \$
(2) 40 795 at 7,75% :	3 740,49	2 108,69
Total :	4 551,09	2 319,29

(B) In accordance with the Act to promote farm improvement (R.S.Q., c. A-18) : Loans on tractors, based on the purchase price in 1971 and eligible for financing for the lesser of 80% of such amount or 15 000 \$, that is, 15 000 \$, with repayment of interest and capital of 1 970,10 \$, the average annual interest being 470,10 \$.

The total cost of the average annual interest is 2 789,39 \$.

Annual adjustment :

The market value of the machinery is determined each year, in accordance with paragraph E of section 6, making possible a reassessment of borrowing needs and, if applicable, a refinancing of both the mortgage and the security or of either.

Such refinancing is made under the Acts mentioned in section 7, at the interest rate in force on the review date, the average annual interest being based on the duration of a long-term loan.

23. Miscellaneous : Concerning the following intrants :

Intrants	Amount \$
(1) telephone, at 11 \$ per month,	132,00
(2) liability insurance,	61,00
(3) accounting,	90,00
(4) UPA dues,	50,00
(5) travel expenses, car, (pick-up, 6 400 km 0,154 \$)	988,00
(6) magazines, newspaper, stationery,	50,00
(7) Workmen's Compensation (2,65% of salary in accordance with section 18),	315,87
(8) tools,	50,00
Total :	1 736,87

Annual adjustment : The annual adjustment for each intrant is made according to the following criteria :

- (1) Bell Canada rates ;
- (2) mutual fire insurance corporations ;
- (3) annual cost for an equivalent service ;
- (4) the amount of the required dues ;
- (5) index respecting the operation of motor machinery and vehicles, in accordance with section 8 ;
- (6) index respecting small tools and appliances, in accordance with section 8 ;
- (7) the rate for workmen's compensation insurance of the mutual fire insurance corporations or, if applicable, of the Commission de la santé et de la sécurité du travail ;

- (8) index respecting tools, in accordance with section 8.

§3. Depreciation

24. Depreciation on buildings : Concerning the machinery shed and the warehouse : depreciation on buildings is determined from the purchase cost in accordance with section 6 by the straight-line method over 40 years for the machinery shed and over 30 years for the warehouse, that is :

(1) machinery shed :	66,73 \$
(2) warehouse :	902,13
Total amount :	968,86

Such total annual amount does not vary from year to year.

25. Depreciation of machinery : Concerning farm machinery and tractors : the depreciation of machinery is determined from the purchase cost in accordance with paragraph E of section 6, by the straight-line method over 15 years for farm machinery and over 10 years for tractors.

Such total annual amount is subject to yearly adjustments.



c. A-31, r.12

Regulation respecting the Income stabilization insurance scheme for potato producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “assessment” : the annual amount the participant must pay in conformity with section 9 of the Scheme at the rate per mass or weight measuring unit in force for the year of participation ;

(b) “basic assessment” : the provisional amount the participant must pay annually per hectare insured ; starting with 1980, this amount is equivalent to 65% of the assessment at the established price for the year of participation for the yield provided for in the model ;

(c) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(d) “Scheme” : the Income stabilization insurance scheme for potato producers (c. A-31, r.11) ;

(e) “yield” : the marketable potato crop harvested in categories “Numbers 1 and 1-Large” in accordance with the size standards established pursuant to the Agricultural Products, Marine Products and Food Act (R.S.Q., c. P-29) in kilograms or metric tons (SI) per hectare with their equivalents in weight per acre.

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme must send at least 25% of the basic assessment with his enrolment form.

The remainder of the assessment is payable before 1 September ; this payment is proportional to the area actually sown and up to the maximum allowed under the terms of the Scheme.

3. Starting with the second year of participation, or the annual renewal in the case of a producer subject to section 6 of the Scheme, the participant must pay his basic assessment before 1 September.

4. When establishing the yield in accordance with sections 9 and 22 of the Scheme, the Régie des assurances agricoles du Québec determines the assessment the participant should have paid during the year. Then taking into account the basic assessment, it establishes the additional amount due, or the credit to which the participant is entitled, as the case may be.

5. In conformity with section 4, any additional amount owed by the participant or any credit refundable by the Régie is payable before 31 December of the year of participation.

6. The Régie may deduct the sums owed by the participants from the compensation it pays to them.

DIVISION III COMPENSATION

7. If compensation is granted under the Scheme, it shall be paid not later than the 31 August following the harvest year.

8. According to section 22 of the Scheme, the Régie may grant advances to participants in good standing in conformity with the volume of production to be compensated, if based on the model, their net annual income is lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

9. Payment to the Régie shall be made by cheque or money order payable to the Régie des assurances agricoles du Québec.



c. A-31, r.13

Income stabilization insurance scheme for piglet producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I GENERAL PROVISIONS

1. In this Scheme, unless the context indicates otherwise, the following words and expressions mean :

(a) “certificate” : a document issued by the Régie des assurances agricoles du Québec and signed by its secretary attesting to a person’s participation in the Scheme ;

(b) “compensation” : the indemnity granted by the Régie for each insured sow in accordance with section 3 of the Act ;

(c) “contribution” : a sum paid by the Government into the Régie’s insurance fund in proportion to the assessments of participants as defined in section 8 of the Act ;

(d) “assessment” : the annual amount paid by a producer under this Scheme, for each sow included in the average annual inventory ;

(e) “production cost” : the cost determined each year by the Régie and based on a model farm producing piglets ;

(f) “domicile” : domicile as determined by the person’s principal place of residence ;

(g) “investigator” : a person authorized by the Régie to verify the exactitude of the declarations made by participants and purchasers and having the powers conferred on him by section 29 of the Act ;

(h) “family” : comprises the spouse, father, mother, ascendants, descendants and collaterals living under the same roof or operating the same farm ;

(i) “farm” : an agricultural enterprise located in Québec where sows are kept for the purpose of raising piglets whether the latter are sold as such or are kept for slaughter ;

(j) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(k) “model” : an economic study of a model farm carried out in accordance with section 6 of the Act ;

(l) “piglet” : a young pig sold for fattening or kept on the same farm to be sold as a slaughter pig ;

(m) “producer” : the owner or lessee of a farm who directs production on that farm ;

(n) “stabilized net annual income” : an amount equal to 70% of the annual income of a skilled worker based on a model farm producing piglets ;

(o) “sow” : a female pig which is ready for its first gestation.

DIVISION II CONDITIONS OF ELIGIBILITY

2. A producer must own at least 15 sows to participate in the Scheme and he may insure a maximum of 400 sows.

3. A producer must participate in the Scheme for a period of 5 years. Such period is considered as starting on the date he joins as shown on the certificate. It terminates at the end of the fifth year of participation unless it is renewed pursuant to section 15.

From the year of participation starting in 1980, the fiscal year under this Scheme extends over 12 months starting 1 July of the current year to 30 June of the following year.

4. Every eligible producer who participates in the Scheme must pay an assessment for each sow on his farm up to the maximum allowed by the Scheme, in accordance with his declaration on the registration form prescribed in Schedule I.

5. A producer who wishes to be allowed to participate in the Scheme must be :

(a) domiciled in Québec ;

(b) the holder of a title granting the right of ownership, usufruct, possession or lease of a farm ; and

(c) owner of the sows he wishes to insure ;

(d) administrator in his capacity as tutor or curator to a minor or an interdicted person who holds ownership rights in accordance with paragraphs b and c ; or

(e) testamentary executor of a succession which includes a farm and its pigs.

6. Where the producer is an artificial person :

(a) it must have a legal status conferred upon it under a law of the Legislature of Québec or of the Parliament of Canada ; and

(b) its directors and shareholders, except members of a cooperative agricultural association must be domiciled in Québec and not have ownership rights, as defined in paragraphs *b* and *c* of section 5, in a herd of sows already insured under the Scheme.

Notwithstanding paragraph *b*, cooperative agricultural associations may participate in the Scheme as artificial persons.

DIVISION III
APPLICATION FOR PARTICIPATION AND CERTIFICATION

7. A producer who wishes to join the Scheme must transmit to the Régie, within the prescribed time limit, the registration form prescribed in Schedule I and the information and documents that the Régie may require under section 28 of the Act.

8. To qualify for participation in the Scheme, a producer must send his duly completed registration form to the Régie by registered or certified mail before the time limit prescribed by the Regulation respecting the Income stabilization insurance scheme for piglet producers (c. A-31, r.14).

9. If a producer meets the eligibility requirements and satisfies the conditions for admission, the Régie shall issue him a certificate bearing the date of his acceptance in the Scheme. This date is considered the date on which the producer joined the Scheme.

10. A producer registered in the Scheme in accordance with section 11 who does not forward to the Régie the information it requires under section 7 forfeits his right to participate in the Scheme.

11. Notwithstanding the time limit prescribed in section 8, a farm operator who did not meet the eligibility requirements for the Scheme on 7 June 1978 and on its annual renewal may join later if he :

(a) provides proof of his eligibility and supplies any information the Régie may require within the prescribed time limit ;

(b) pays the required assessment for the year of participation in accordance with the current rate ;

(c) belongs to the Scheme for a period of 5 years from the date on which he joins.

12. Notwithstanding section 3, the Régie may release the participant from his obligation to participate in the Scheme for a period of 5 years if the participant, due to incapacity, is unable to keep his pigs.

13. Where a producer decides to increase the number of his sows, he must notify the Régie thereof within 30 days and must also insure them within the time limit prescribed in the Scheme.

14. An insured producer who reduces his herd of sows to less than 15 sows forfeits his right to compensation but must still pay the assessment for the year during which the reduction occurred.

Notwithstanding the first paragraph, if the reduction results from *force majeure*, the producer may restore his herd to the minimum prescribed by the Scheme.

15. The Régie must notify the participants 4 months prior to the expiry of the Scheme.

Notwithstanding the notice provided for in the first paragraph, if a participant wishes to withdraw from the Scheme after 5 years, he must send a written notice to that effect to the Régie, by registered or certified mail, at least 3 months before the expiry of the term stipulated in the first paragraph of section 3.

A participant who does not give such notice is automatically insured under the Scheme for an additional 5-year period which is renewable on the same terms and conditions and for an identical period of time.

DIVISION IV
OPERATION

16. A producer must be able to prove at any time to the Régie that he owns a herd of sows as described under section 2.

17. A person or an enterprise who is found guilty of making a false statement in one of the documents required by the Régie in connection with the payment of assessments shall be struck of the list of enterprises recognized by the Régie.

18. No compensation may be paid to a producer for a sale made before the date on which he joined the Scheme.

19. A model is used for piglet production. The amount of the assessment and, where applicable, of the compensation are established in relation to the said model.

20. The selling price of the piglets considered in calculating receipts for the purpose of section 19 is the annual weighted mean of piglet prices having prevailed in Québec.

21. An assessment rate shall be set for the sows for each of the 5 years of participation in the Scheme. The rate of assessment for the first year appears in Schedule II.

The participant who refuses to pay the required annual assessment within the time limits prescribed in the Regulation respecting the Income stabilization insurance scheme for piglet producers (c. A-31, r.14), is excluded from the Scheme. Moreover, such participant, or his family, may not rejoin the Scheme for at least 5 years from the date of his exclusion.

22. If the stabilized net annual income is higher than the net annual income established according to the model, the Régie must pay sufficient compensation to make up the difference.

The Régie, when calculating compensations, takes into account the subsidies or grants to producers that government agencies decreed during the period included in the adjustment under section 19, if the said subsidies or grants were in lieu of a price indemnity according to one of the following methods applicable to participants as a whole :

(a) where the amount a participant receives as government subsidies or grants is established by the Régie, such amount is deductible from the compensation without exceeding the compensation already obtained if such receivable amount was for a previous production year ; or

(b) where the Régie does not get the details of individual amounts receivable by participants, government subsidies or grants are added to the receipts indicated in the model in accordance with section 19 ; however when calculating individual compensations, the amount for such subsidies or grants is only applicable to the number of sows pursuant to section 26 and up to that provided for in the model.

Furthermore, if such subsidies or grants were for a previous production, account is taken of them only for producers who were insured at that time.

23. The compensation paid to a participant is not based on his personal net annual income.

24. Every participant must notify the Régie without delay of any change pertaining to his domicile, his participation in the Scheme, the assessment he has to pay or the compensation to which he is entitled.

25. The right of a participant to compensation will be decided by the Régie on the basis of its knowledge of his legal status at the time of his registration in the Scheme.

26. Compensation is established on the basis of the average inventory of sows during the fiscal year provided for in section 3.

DIVISION V FINAL PROVISIONS

27. The certificate must be returned without delay to the Régie at the latter's request if :

(a) it was issued by mistake ;

(b) the producer no longer participates in the Scheme ;
or

(c) it was obtained on the basis of a false or fraudulent declaration.

28. A participant who receives compensation from the Régie following a false declaration or a declaration that has become inaccurate as a result of an undeclared change in his status must remit any excess payment made to him by the Régie.

29. A participant who knowingly makes a false declaration is excluded from participating in the Scheme for the 5 years subsequent thereto. An assessment which has been deducted from a compensation paid by the Régie following the false declaration shall be deemed to be unpaid.

30. The Government may, at all times, amend the provisions of this Scheme or terminate it without the participant claiming any amount other than the assessment he has paid during the year, if no compensation was paid by the Régie.

Whenever modifications are made to the Scheme in accordance with the first paragraph, all the participants must comply with the Scheme as modified unless there is a provision to the contrary.

SCHEDULE I

(ss. 4 and 7)

Gouvernement du
Québec**RÉGIE DES ASSURANCES AGRICOLES
DU QUÉBEC**

200-A, chemin Ste-Foy, Québec

Income stabilization insurance scheme
for piglet producers
(R.R.Q., c. A-31, r.13)**REGISTRATION FORM**

FOR USE BY THE RÉGIE	
02	

FARM PRODUCER'S NUMBER									
TELEPHONE NUMBER									
HOME				-					
OFFICE				-					

IDENTIFICATION OF PRODUCER

NAME AND GIVEN NAME OR FIRM NAME									
MAILING ADDRESS									
POSTAL CODE									
				-					
INDIVIDUAL <input type="checkbox"/>					CORPORATION <input type="checkbox"/>				
PARTNERSHIP <input type="checkbox"/>					CO-OWNERS <input type="checkbox"/>				

HOME ADDRESS									
POSTAL CODE									
				-					
IMPORTANT In the case of a partnership or a corporation, please annex a certified copy of the partnership contract or charter of incorporation.									

INFORMATION

1 - Number of sows on the farm: _____				
2 - State whether you sell piglets only <input type="checkbox"/> Yes <input type="checkbox"/> No				
If no, state at which stage of growth you sell them: _____				
3 - Location and description of the farm				
LOT NUMBER	CIVIC NO., RANGE, RURAL ROAD, PARISH, VILLAGE	TOTAL AREA IN ACRES <input type="checkbox"/> IN HECTARES <input type="checkbox"/>	OWNER	LESSEE
4 - Other farm productions <input type="checkbox"/> Yes <input type="checkbox"/> No				
Which ones? _____				

I the undersigned certify that the above information is true and I undertake to participate in the scheme for a period of 5 years.

S. 40 Any person who knowingly makes a misrepresentation for the purpose of obtaining compensation shall not be entitled to any compensation

S. 41 2nd paragraph : Any person who makes a misrepresentation in order to obtain the payment of compensation is guilty of an offence and liable, on summary proceeding, to a fine of 500 \$ for the first offence and, for any subsequent offence within 2 years, to a fine of 1 000 \$.

Date: _____

Signature: _____

NOTE : Send this registration form by registered or certified mail to the address given above.

I recommend	<input type="checkbox"/> 0	<input type="checkbox"/> 1	Date: _____	Responsible Agent: _____
Date of joining _____		rejected by the Régie		

COPY OF THE RÉGIE

SCHEDULE II

(s. 21)

ASSESSMENT RATE

14 \$ per sow per year beginning the 1981 fiscal year.

O.C. 1496-78, (1978) 110 G.O., 4265
O.C. 2307-79, (1979) 111 G.O., 6747
O.C. 3033-81, (1981) 113 G.O.II, 3743
O.C. 3034-81, (1981) 113 G.O.II, 3671



c. A-31, r.14

Regulation respecting the Income stabilization insurance scheme for piglet producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I GENERAL

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “assessment” : the annual amount paid under section 4 of the Income stabilization insurance scheme for piglet producers (c. A-31, r.13) for each sow included in the average annual inventory ;

(b) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(c) “compensation” : the indemnity granted by the Régie des assurances agricoles du Québec for each insured sow in accordance with section 3 of the Act.

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme shall include with his enrolment form the amount of his required assessment. The documents must reach the Régie before 1 September of the year of his adhesion.

3. Starting with the second year of participation in the Scheme, the participant shall pay his assessment before 1 September of each year for the insurable sows of his enterprise.

DIVISION III COMPENSATION

4. Where a compensation is granted under the Scheme, it shall be paid at the latest on 31 December following the end of the annual participation period in the Scheme.

5. The Régie may grant an advance to participants in good standing if, based on the model, a loss is anticipated for that production during the year.

DIVISION IV GENERAL PROVISIONS

6. The producer who does not pay his assessment within the time limit prescribed by this Regulation becomes subject to the application of section 21 of the Scheme.

7. Payment to the Régie must be made by cheque or money-order payable to the order of the Régie des assurances agricoles du Québec. Cheques must not be post-dated.



c. A-31, r.15

Income stabilization insurance scheme for feeder hog producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS

1. In this Scheme, unless the context indicates otherwise, the following terms mean :

- “fiscal year” : from 1 April to 31 March of each year ;
- “certificate” : a document issued by the Régie and signed by its secretary attesting to a person’s participation in the Scheme ;
- “compensation” : the indemnity granted by the Régie in accordance with section 3 of the Act ;
- “assessment” : the annual amount payable by the participant for each hog included in the production volume calculated as prescribed in section 18, at the rate in force in accordance with Schedule 1 ;
- “production cost” : the cost determined yearly by the Régie in relation to the model hog producing farm, in accordance with Schedule 2 ;
- “domicile” : a person’s main place of residence ;
- “farm” : an operation for the production of feeder hogs ;
- “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;
- “model” : an economic study of a typical farm made in accordance with section 6 of the Act and appearing in Schedule 2 ;
- “hog” : feeder hog weighing at least 12 kilograms or 25 pounds, kept on the farm to be fattened ;
- “Régie” : the Régie des assurances agricoles du Québec ;
- “Regulation” : the Regulation respecting the Income stabilization insurance scheme for feeder hog producers (c. A-31, r.16) ;
- “stabilized net annual income” : amount equivalent to 70% of the annual income based on the average annual regular income of a skilled worker in accordance with section 13 ; the amount is established per 100 kilograms of

product according to the annual production volume in the model.

DIVISION II CONDITIONS OF ELIGIBILITY AND PARTICIPATION

2. A producer who wishes to participate in the Scheme must :

- (a) be domiciled in Québec ;
- (b) hold the title of ownership of a farm and provide proof of it to the Régie ;
- (c) own the hogs he insures and provide the Régie with a sworn statement to this effect if it so requests in writing ;
- (d) be free from any contract or agreement with a third person assuring him directly or indirectly of a guaranteed amount for the production of hogs ;
- (e) produce at least 100 hogs in the first year of his participation in the Scheme ;
- (f) insure the whole of his herd of hogs up to the maximum allowed in the Scheme ;
- (g) enrol in the Scheme for a period of 5 years ;
- (h) pay his annual assessment in the manner prescribed by the Regulation according to the assessment rate established in Schedule 1.

3. Where the producer is an artificial person :

- (a) it must have had a legal status conferred upon it under an Act of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ; and
- (b) its directors and shareholders or members must be domiciled in Québec.

4. A producer participating in the Scheme must carry out the raising of his hogs personally, through the directors if an artificial person complying with section 3, or through the manager if a cooperative.

5. A producer may insure up to 5 000 hogs, taking into account the number of hogs included in the calculation of the annual production volume under section 18.

Where more than one person operates the same farm, the limit of 5 000 hogs applies collectively to these persons.

Where the producer is an artificial person, this limit applies collectively to the artificial person, its directors, shareholders, and members as well as to any other artificial person in which a financial interest is held by a person or persons mentioned above. In the case of a cooperative, this last provision applies only where hog production is its main activity.

A participant governed by the second paragraph must declare to the Régie the number of hogs he insures.

6. A producer who wishes to participate in the Scheme shall send to the Régie, within the time limit fixed by Regulation, the payment of his assessment and the documents or information that it may require under section 28 of the Act.

7. Despite the time limit provided in section 6, a producer may enrol in the Scheme at any time if he provides the Régie with proof that he did not meet the conditions of eligibility and participation in the Scheme on 1 April 1981 or of its yearly renewal.

8. Where a producer meets the required conditions of eligibility, the Régie issues him a certificate. This certificate bears the date of the producer's admission to the Scheme.

Participation in the Scheme is renewed on the first day of the fiscal year and the participation ends at the end of the fifth year of participation except if it is renewed.

9. The Régie notifies participants of the expiry date 4 months before the end of their period of participation in the Scheme.

Whether he has received the notice referred to in the first paragraph or not, a participant wishing to end his participation in the Scheme after 5 years must give notice to this effect to the Régie in writing, by registered or certified mail, at least 3 months before the end of the period stipulated in section 8.

Any participant who does not give this notice is insured under the Scheme for an additional 5-year period, likewise renewable for the same periods.

The notice sent by the Régie must include the second and third paragraph.

10. Despite paragraph g of section 2, the Régie may exclude a participant from the Scheme :

(a) for one year, if due to an accident or illness he must temporarily stop raising hogs ;

(b) for the remainder of his period of participation :

i. if he sells his operation to a person who does not operate the same farm ;

ii. if he ceases raising hogs ;

iii. if he refuses to pay the annual assessment required within the time limit specified in the Regulation ; or

iv. if he becomes ineligible for the Scheme under paragraphs c and d of section 2.

11. Any participant who is excluded by the Régie from participating in the Scheme under subparagraphs iii or iv of paragraph b of section 10 or any person operating the same farm, may enrol in the Scheme after a minimum period of 5 years from the date of his exclusion from the Scheme.

The Régie keeps any amount paid by this participant as an instalment towards his annual assessment.

12. Any participant must keep for the 12 months following the end of a year of participation in the Scheme, the classification certificates for hogs sold during that year of participation and send them to the Régie within 15 days if it so requests in writing.

DIVISION III STABILIZED NET ANNUAL INCOME

13. The stabilized net annual income is equivalent to 70% of the average annual income of a skilled worker in accordance with section 8 of Schedule 2.

The stabilized net annual income is established per 100 kilograms of product in relation to the annual production volume based on the model.

DIVISION IV COMPENSATION

14. For purposes of compensation, the annual net income received according to the model during the fiscal year, is established yearly, taking into account any annual variations of income, cash outlay and depreciation. These different amounts are established per 100 kilograms of product in relation to the sale weight provided in the model.

The sale price considered in the calculation of the annual income for the purposes of the first paragraph is the average price paid in Québec for slaughter hogs.

15. If the stabilized net annual income is higher than the net annual income under section 14, the Régie must pay compensation, within the time limit prescribed in the Regulation, in relation to the production volume according to section 18, subject to section 19.

16. The number of hogs insured annually is, for the purposes of assessment and compensation, the average based on the inventories the Régie takes on the participant's operation during the fiscal year, subject to Division II and section 17.

17. Where the inventories prescribed in section 16 cannot be taken, in order to establish the production volume insured during the fiscal year, the Régie requires the classification certificates for the products of the participant in accordance with section 12 and, subject to Division II, it uses as a basis :

(a) the number of sales made according to these certificates, from the date of enrolment in the Scheme for the first year of participation ; and

(b) a sale weight of 78 kilograms for each hog.

18. The production volume insured each year is established by the Régie, at the end of the fiscal year, according to the number of hogs under section 16 multiplied both by the sale weight and the annual number of rearings prescribed in the model, that is, 78 kilograms (171 pounds) and 2,2 rearings, subject to section 17.

19. In computing compensations, the Régie takes into account any subsidies or grants made available to producers by government agencies for the period included in the annual adjustment under section 14, if such subsidies or grants took the place of the price compensation, by using whichever of the following methods is applicable to all participants :

(a) if the Régie is informed of the amount received by a participant in government subsidies or grants, that amount is deductible from the compensation without exceeding the compensation already received, if the receivable amount was for a preceding year of production ; or

(b) if the Régie does not obtain detailed information on the individual amounts received by the participants, any government subsidies or grants are added under para-

graph 2 of section 9 of Schedule 2 ; however, in the computation of personal compensation, the amount of subsidy or grant applies only to the production volume under section 18, up to the volume specified in the model. Moreover, if the subsidies or grants covered any preceding production, account is taken of them only for producers insured at that time.

DIVISION V

MISCELLANEOUS AND FINAL PROVISIONS

20. Every participant must notify the Régie immediately of any change in his domicile, his participation in the Scheme, the assessment he must pay or the compensation to which he is entitled.

21. If 2 or more insurance certificates are issued to one participant, only the most recent is considered valid. The producer must return it if :

(a) it was issued by mistake ;

(b) the producer is no longer participating in the Scheme ;

(c) it was obtained following a false or fraudulent statement.

22. For the Régie, a participant's entitlement to compensation is determined on the basis of its knowledge of his legal status at the time of his enrolment in the Scheme, if he has given any notice of change since that time.

23. A participant who receives compensation from the Régie on the strength of a declaration which is inaccurate or has become inaccurate as a result of an undeclared change in his status, must repay to the Régie any sums he has received in excess.

SCHEDULE 1

(ss. 1 and 2)

Assessment :

1 \$ per hog.

SCHEDULE 2

(ss. 1,13,14,18 and 19)

MODEL RESPECTING THE PRODUCTION OF FEEDER HOGS

DIVISION I

DESCRIPTION OF MODEL FARM

1. The operation considered is specialized in raising hogs. The land area used is 2,02 hectares (5 acres).

2. The operator of the model farm uses the following annual production program :

(a) purchase of piglets : purchase of 5 155 piglets, aged approximately 7 weeks, weighing between 11,3 and 13,6 kilograms (25 and 30 pounds) ; the confiscation and mortality rate is 3% ;

(b) annual production volume : sales, spread over the year, of 5 000 hogs, slaughter weight average of 77,6 kilograms each, that is, a production volume of 387 821 kilograms (171 pounds per animal, that is 855 000 pounds).

3. The producer owns a building constructed especially for that type of animal production as well as the equipment necessary, taking into account his annual production program.

4. The operation occupies the producer all year, full-time, and also requires extra manpower, part-time, be it family or hired help.

The number of man-hours required annually is 2 200 hours, distributed as follow's :

(a) care of animals : 0,42 hours per hog, that is, 2 100 hours ;

(b) administration : 100 hours.

5. Yearly wages for labour depend both on the distribution of hours and the following means of payment :

(a) 1 900 hours as stabilized net annual income under section 13 of the Scheme ;

(b) 300 hours for extra manpower at the hourly rate according to section 16.

DIVISION II

DESCRIPTION OF FIXED ASSETS

6. In computing cash outlay and annual depreciation, the following fixed assets and, as applicable, subject to Division III, purchase dates and prices or replacement values are taken into account :

<i>Description</i>	<i>Purchase price</i>	<i>Replacement value ending 31 December 1979</i>
	\$	\$
(1) Land, 2,02 hectares, purchased 1972 :	868	2 544
(2) Hog barn, half-slatted type, built 1972 :	72 262	145 359

(3) Concrete manure pit, uncovered, built 1972 :	27 631	55 581
(4) Generator, purchased 1972 :	2 082	3 997
(5) Automatic feeder, purchased 1974 :	6 614	10 195
(6) Feedbins, steel type, purchased 1974 :	3 764	5 801
	113 221	223 477.

The types of construction of assets described in subparagraphs 2 and 3 of the first paragraph meet the standards recognized in Québec, taking into account the purchase date and the annual production volume.

DIVISION III

PROVISIONS RESPECTING ADJUSTMENT

7. The net annual income mentioned in section 14 is established, taking into account that :

(1) any amount listed as cash outlay or depreciation is, unless otherwise indicated, established for the fiscal year ending 31 December 1979 ;

(2) the purchase date and price of fixed assets mentioned in section 6 are in relation with the mean age of the economic sector of hog production ; such mean age is established by the Régie each year, according to annual figures respecting the number of producers, the production volume and the value of fixed assets ; however, the purchase price of the equipment described in subparagraphs 5 and 6 of the first paragraph of section 6 is revised each year to equal the new value on the date closest to the following :

(a) the year giving the mean age of the sector ; or

(b) the sixth year before the current year ;

(3) the annual adjustment of prices respecting the different items listed under cash outlays and depreciation is computed by referring to the Statistics Canada price indexes, unless a different method of adjustment is included in the description of the item, as follows :

(a) the land : the average value of one hectare of farmland ;

(b) fixed assets, including the generator, in accordance with section 6 : intrant price indexes used by the farmers of Eastern Canada, catalogue 62 004, according to the following indexes :

- i. hog barn and manure pit, according to the index for the replacement of buildings ;
- ii. generator, according to the index for the replacement of machinery ;

(c) moveable assets in accordance with section 6, that is, the feeder and the bins, according to the price indexes mentioned in catalogues 62 002 and 62 011 ;

(d) other items included as cash outlays, according to intrant price indexes used by the farmers of Eastern Canada, catalogue 62 004, according to the index mentioned in the description of the item ;

(4) where the annual adjustment is related to a statistical index, indexation is computed by comparing the index for the preceding year with the index for the current year, at the end of the quarter preceding the end of the fiscal year.

DIVISION IV ELEMENTS ENTERING INTO THE CALCULATION OF STABILIZED NET ANNUAL INCOME

8. The stabilized net annual income described in section 13 of the Scheme is adjusted each year on the basis of both the average regular annual wage of 16 060 \$ in 1979 based on an amount of 9 700 \$ established in 1974, and the index of the average weekly wage paid by all Québec industries as a whole according to Statistics Canada, catalogue 11 003 F.

DIVISION V ELEMENTS ENTERING INTO THE CALCULATION OF ANNUAL INCOME

9. Annual income :

(1) sale of the annual production according to paragraph *b* of section 2, at the price per 100 kilograms of product according to section 14 of the Scheme ;

(2) subsidies or grants from government agencies for the purposes of paragraph *b* of section 19 of the Scheme ; the amount charged is for the production volume according to section 2 for the year the subsidies or grants are received.

DIVISION VI ELEMENTS ENTERING INTO THE CALCULATION OF CASH OUTLAY AND DEPRECIATION MAKING UP THE PRODUCTION COST

§1. Variable charges

10. Purchase of piglets : Purchase of 5 155 piglets, age and weight according to paragraph *a* of section 2, whose cost is based on the average annual price in Québec during the fiscal year.

11. Purchase expenses for piglets : The amount of purchase expenses for 5 155 piglets is established on a basic cost of 1,20 \$ per animal and of the indexation of this amount according to the index for transport, Cansim 486 315, Statistics Canada, catalogue and bulletin 62 011.

12. Feeding :

(1) **Quantity :** All feedstuff required is bought outside the farm.

The annual quantity of feedstuff required is determined for 5 000 hogs whose food needs per head are as follows :

- (a) starter feed : 34 kilograms ; and
- (b) grower feed : 265 kilograms.

(2) **Annual costs :** The annual costs are based on the price average in Québec, for purchases spread over the fiscal year, delivered in bulk and paid in cash.

13. Livestock insurance : Respecting coverage against livestock losses under multiple risk insurance :

(1) **Amount :** The amount considered annually is equivalent to 80% of the value of 2 273 hogs at the average slaughter price for hogs during the preceding fiscal year.

(2) **Annual premium :** The Régie uses the mutual fire insurance association rate for the current year.

14. Drugs and veterinarian : The annual amount is determined for 5 000 hogs based on a unit cost of 1,51 \$, that is, 9 966 \$.

The annual adjustment is made according to the results for the year from a Régie survey.

15. Electricity : The annual cost is based on the Hydro-Québec rate, in relation to the following standards :

(a) 30 kilowatt-hours per hog, that is, 150 000 kilowatt-hours ;

(b) a basic cost established at 4 806,21 \$ including connection fees, service costs and sales tax.

16. Paid labour :

(1) **Wages :** The wage for 300 hours in accordance with paragraph *b* of section 5, at the hourly wage rate of 4,36 \$, that is, 1 308 \$.

(2) **Adjustment :** The annual adjustment is based on the index of the average weekly wage paid by Québec industries as a whole, according to Statistics Canada, catalogue 72 002.

17. Interest on loans : The need for bank financing depends on the purchase costs of piglets and feedstuff during the fiscal year ; the annual average amount of the loan is equivalent to the amount of the purchases, as applicable, as follows :

(a) 5 months for piglets ; and

(b) 2½ months for feedstuff.

The interest rate is based on the monthly average of regular basic bank rates plus 1%.

§2. Fixed charges

18. Maintenance and repairs : For land, building and equipment, in accordance with section 6.

The annual cost is based on the replacement value according to section 7, in terms of percentage, as follows :

(a) land : 2% ;

(b) buildings (hog barn and manure pit) : 1% ;

(c) equipment : 3%.

19. Insurance : Respecting the fixed assets mentioned in section 6 insured as follows :

(a) the hog barn against fire, lightning and wind ;

(b) the equipment described in subparagraphs 4, 5 and 6 of the first paragraph, under a all-risk floater.

The amount of insurance in each case is equivalent to 80% of the replacement value for the current year, at the rate of the mutual fire insurance association.

20. Land taxes : Respecting the fixed assets in accordance with section 6, as follows :

(1) Taxable values :

(a) the land described in subparagraph 1 of the first paragraph, at the replacement value according to section 7 ;

(b) fixed assets according to subparagraphs 2 and 3 of the first paragraph, at the depreciated value obtained by the straight-line method over 20 years, according to the purchase dates and costs in accordance with section 7.

(2) **Annual taxation :** Unless the Government orders some other method of taxation, the annual cost is established at 1% of taxable values ; however, the amount respecting fixed assets is subject to an annual adjustment according to the index for land taxes in accordance with subparagraph *d* of paragraph 3 of section 7.

21. Mortgage and pledge : Respecting the cost in annual interest for the long-term financing of the fixed assets mentioned in section 6, as follows :

(1) **Mortgage,** according to the Farm Credit Act (R.S.Q., c. C-75), on the assets described in subparagraphs 1, 2, 3 and 4 of the first paragraph.

(2) **Pledge,** according to the Act to promote farm improvement (R.S.Q., c. A-18), on the assets described in subparagraphs 5 and 6 of the first paragraph.

(1) **Mortgage :** The mortgage considered dates back to 1972, for a period of 25 years ; the amount is based on the market value of the assets in that year.

The market value of the assets is based on the purchase costs according to section 6, at 75% of the building costs for the hog barn, at 100% in other cases, that is, the following amounts :

	\$
(a) land :	868
(b) hog barn :	54 196
(c) manure pit :	27 631
(d) generator :	<u>2 082</u>
Total market value :	84 777.

Amount and annual interest : The amount of the mortgage is established at 75% of the market value for the assets, that is 63 583 \$; the cost of the annual interest is based on the distribution of the following amounts and rates :

(a) 15 000 \$ at 2,5% ;

(b) 48 583 \$ at 8%.

(2) **Pledge** : The pledge considered dates back to 1974, for a period of 15 years ; the amount is based on the market value of the assets in that year, that is, 100% of the purchase costs according to section 6, as follows :

(a) automatic feeder :	6 614 \$
(b) feedbins :	<u>3 764 \$</u>

Total market value : 10 378 \$.

Amount and annual interest : The amount of the pledge is based on 80% of the market value, that is, 8 300 \$, the annual interest rate being 5,5%.

(3) **Average annual interest :**

	<i>Annual refund (capital and interest) \$</i>	<i>Average annual interest \$</i>	<i>Balance in 1979 \$</i>
— mortgage :	6 052,35	2 873,20	50 451,99
— pledge :	<u>1 090,12</u>	<u>260,12</u>	<u>4 763,76</u>
Total :	7 142,47	3 133,32	55 215,69.

(4) **Annual adjustment** : The annual adjustment for fixed assets depends both on the purchase date as described in section 7 and the adjustment standards in the same section.

A revision of values makes possible a reassessment of loan needs and, where applicable, the refinancing of both mortgage and pledge, or of one or the other alone. The average annual interest is based on the duration of a long-term loan, at the interest rate in effect on the date of revision.

22. Miscellaneous :

(1) **Respecting the following items :**

	\$
(a) Telephone :	164,28
(b) Insurance :	
i. civil liability :	105,00
ii. employer's liability :	110,00
(c) Accounting :	118,80
(d) UPA dues :	75,00
(e) Transportation expenses, 1 875 kilometres :	660,00
(f) Magazines and newspapers :	62,32
(g) Snow removal :	590,74

(h) Small tools : 115,33

Total : 2 001,47.

(2) **Adjustment** : The annual adjustment for each item following the alphabetical order of subsection 1 is established according to the following criteria :

- (a) Bell Canada rate ;
- (b) mutual fire insurance associations rates.

Respecting employer's liability, the rate of the Commission de la santé et de la sécurité du travail applies if the paid manpower in the model is subject to it ;

- (c) the annual cost of equivalent services ;
- (d) the annual dues ;

(e) according to the index for transport, Cansim 486 315, Statistics Canada, catalogue and monthly bulletin 62 011 ;

(f) according to the index for small tools and supplies, in accordance with section 7 ;

(g) according to the index for commissioned work, in accordance with section 7 ;

(h) according to the index for small tools and supplies, in accordance with section 7.

§3. Depreciation

23. Depreciation of buildings, depreciation of equipment : Respecting the assets described in section 6, the annual depreciation amount is based on the purchase dates and costs under Division III, by the straightline method over :

- (a) 20 years, for assets described in subparagraphs 1, 2 and 3 of the first paragraph ; and
- (b) 10 years, for equipment described in subparagraphs 5 and 6 of the first paragraph.

O.C. 1089-81, (1981) 113 G.O. II, 1383
O.C. 1546-81, (1981) 113 G.O. II, 1959



c. A-31, r.16

Regulation respecting the Income stabilization insurance scheme for feeder hog producers

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “assessment” : the annual amount that the participant must pay for each hog, set in accordance with section 16 or 17 of the Scheme ;

(b) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(c) “Régie” : the Régie des assurances agricoles du Québec ;

(d) “Scheme” : the Income stabilization insurance scheme for feeder hog producers (c. A-31, r.15).

DIVISION II ASSESSMENT

2. A producer who wishes to participate in the Scheme must include the amount of assessment for his enrolment year with his enrolment form. These documents must be received by the Régie :

(a) for 1981, before 15 September ;

(b) from 1982 onwards, before the last date among the following :

i. before 1 April ; or

ii. within 60 days of the publication of a new assessment rate.

A producer who becomes eligible according to section 7 of the Scheme must pay his assessment at the time of his enrolment.

3. Starting with the second year of participation in the Scheme, the Régie sends a notice of assessment to the participant, giving the amount he must pay before 1 August of each year for the insurable hogs in his operation.

This amount is based on the production volume in accordance with sections 16 or 17 and 18 of the Scheme. The Régie then establishes the additional amount required on the credit to which the participant is entitled.

4. The Régie may deduct the sums owed by participants from the compensations it pays to them.

DIVISION III COMPENSATION

5. Where compensation must be granted under the Scheme, it must be paid within 120 days following the end of the fiscal year.

6. The Régie may grant advances to participants in good standing, based on the volume of production for which compensation is provided, pursuant to sections 16 or 17 and 18 of the Scheme on the date of that payment, if, based on the model, their net annual income will be lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

7. Payment to the Régie must be made by cheque or money order payable to the Régie des assurances agricoles du Québec.

Decision of 19.08.81, (1981) 113 G.O.II, 3063

Decision of 26.10.81, (1981) 113 G.O.II, 3639

O.C. 3138-81, (1981) 113 G.O.II, 3677



c. A-31, r.17

Income stabilization insurance scheme for producers of grain-fed calves

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 2, 5 and 6)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Scheme, unless the context indicates otherwise, the following terms mean :

(a) “fiscal year” : the calendar year, in accordance with section 25 of the Act ;

(b) “certificate” : a document issued by the Régie des assurances agricoles du Québec and signed by its secretary attesting to a person’s participation in the Scheme ;

(c) “compensation” : the indemnity granted by the Régie in accordance with section 3 of the Act ;

(d) “assessment” : the annual amount payable by the participant in accordance with section 8 for each grain-fed calf included in the annual production volume calculated as prescribed in section 15 ;

(e) “production cost” : the cost determined yearly by the Régie based on the model grain-fed calf producing farm, in accordance with Schedule II ;

(f) “domicile” : a person’s main place of residence is considered his domicile ;

(g) “farm operator” : owner or lessee of a farm on which grain-fed calves are raised ;

(h) “family” : comprises spouse, father, mother, ascendants, descendants and relatives living under the same roof or operating the same farm ;

(i) “farm” : an operation of an agricultural nature located in Québec and on which grain-fed calves are raised ;

(j) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(k) “model” : an economic study of a typical farm made in accordance with section 6 of the Act as in Schedule II ;

(l) “Regulation” : the Regulation respecting the Income stabilization insurance scheme for producers of grain-fed calves (c. A-31, r.18) ;

(m) “stabilized net annual income” : amount equivalent to 90% of the annual income based on the average annual regular income of a skilled worker, in accordance with section 16 ; the amount is established per kilogram of product according to the annual production volume in the model ;

(n) “grain-fed calf” : calf fed mainly on milk products and grains, raised in confinement on a farm for the purpose of being sold live at a weight of approximately 170 kilograms (375 pounds).

DIVISION II CONDITIONS OF ELIGIBILITY

2. A farm operator who wishes to participate in the Scheme must :

(a) be domiciled in Québec ;

(b) hold a title for the ownership, usufruct, possession or lease of a farm located in Québec ;

(c) be the executor of an estate part of which is a farm, or be the administrator in his capacity as guardian or trustee to a minor or person under judicial disability who holds a title of ownership in accordance with paragraph b ;

(d) be the owner or usufructuary of the insurable animals and own at least 10 grain-fed calves being raised.

3. Where the farm operator is an artificial person :

(a) it must have had legal status conferred upon it under an Act of the Legislature of Québec or of the Parliament of Canada ; in the case of a cooperative, its formation must have been authorized under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24), the Cooperative Associations Act (R.S.Q., c. A-24) or the Cooperative Syndicates Act (R.S.Q., c. S-38) ; and

(b) its directors and shareholders or members must be domiciled in Québec.

4. To qualify, a producer must carry out the raising of his grain-fed calves personally, or through the directors if an artificial person complying with section 3, or through the manager if a cooperative.

The producer referred to in paragraph c of section 2 is not subject to the first paragraph.

5. A producer must participate in the Scheme for a period of 5 years. This period begins on the date of admission appearing on the certificate. Participation in the Scheme is renewed on the first day of the fiscal year, and the period of participation, unless renewed, terminates at the end of the fifth year of participation.

6. A producer may enrol in the Scheme at any time during the fiscal year by sending, through an authorized representative of the Régie, or by registered or certified mail to the Régie, any documents or information it may require pursuant to section 28 of the Act.

DIVISION III PARTICIPATION

7. During one fiscal year a producer may insure up to 500 grain-fed calves, and several farm operators who are partners in a calf raising operation may insure up to 1 000 grain-fed calves, taking into account the average number of animals as stipulated in section 14 multiplied by the number of batches per year as specified in section 15, subject to section 4.

8. For each year he participates in the Scheme, the participant must pay his assessment in the manner prescribed in the Regulation.

The annual assessment rate is given in Schedule I.

9. If a producer meets the required conditions for eligibility, the Régie issues him a certificate. This certificate bears the date of the producer's admission to the Scheme.

10. The Régie notifies participants of the expiry date 4 months before the end of their period of participation in the Scheme.

Whether he has received the notice referred to in the first paragraph or not, a participant wishing to end his participation in the Scheme after 5 years must give notice to this effect to the Régie in writing, by registered or certified mail, at least 3 months before the end of the period stipulated in section 5.

Any participant who does not give such notice is automatically insured under the Scheme for an additional 5-year period, likewise renewable on the same conditions.

11. Despite section 5, the Régie may exclude a participant from participating in the Scheme :

(a) for one year, if due to an accident or illness he must temporarily stop raising grain-fed calves ;

(b) for the remainder of his period of participation, if he sells his farming operation to a person who is not a member of his family or if he ceases raising grain-fed calves due to an accident or illness, or if he refuses to pay the annual assessment required within the time limit specified in the Regulation.

12. Nevertheless, a participant excluded by the Régie from participating in the Scheme for refusing to pay the required assessment within the time limit specified in the Regulation, may participate in the Scheme after a period of at least 5 years from the date of the refusal to pay.

The Régie keeps any amount paid by this participant as an instalment towards his annual assessment.

13. For purposes of compensation, each year the Régie determines the net annual income computed according to the model, taking into account any annual variations of income, cash outlay and depreciation. These different amounts are established in relation to the fiscal year covered by the Scheme.

The prices used for the purchase of young calves, as cash outlay, or the sale of grain-fed calves, as receipts, are the following :

(a) purchase of young calves : the weighted average price for the preceding year in Québec for animals weighing 45 to 60 kilograms (100 to 132 pounds) ;

(b) sale of grain-fed calves : the weighted average price for the preceding year in Québec for animals weighing 158 to 181 kilograms (350 to 400 pounds) live.

The net annual income is established per kilogram of product.

DIVISION IV COVERAGE LIMIT

14. The number of grain-fed calves, allowed a participant annually for the purposes of the assessment and, where applicable, the compensation is the average based on the quarterly inventories made by the Régie during the fiscal year, subject to sections 4 and 7.

15. The production volume insured annually is determined by the Régie at the end of the fiscal year according to the number of grain-fed calves under section 14 multiplied both by the weight at sale and the number of batches per year based on the model, i.e. 170,1 kilograms (375 pounds) and 2,45 batches.

DIVISION V STABILIZED NET ANNUAL INCOME

16. The stabilized net annual income is equivalent to 90% of the average annual income of a skilled worker based on the regular average annual income of skilled workers in the construction, processing and service industries, in accordance with section 8 of Schedule II.

The stabilized net annual income is established per kilogram of product in relation to the annual production volume based on the model.

DIVISION VI COMPENSATION

17. If the stabilized net annual income is higher than the net annual income established according to the model, the Régie must pay compensation within the time limit prescribed in the Regulation.

The compensation paid by the Régie to a participant depends both on the amount of compensation per kilogram established according to the model, and the annual production volume in accordance with section 15, subject to section 18.

18. In computing compensations, the Régie takes into account any subsidies or grants made available to producers by government bodies for the period included in the annual adjustment under section 13, if such subsidies or grants took the place of the price compensation, by using whichever of the following methods, applies to all participants :

(a) if the Régie is informed of the amount received by a participant in government subsidies or grants, that amount is deductible from the compensation without exceeding the compensation already received if the receivable amount was for a preceding year of production ; or

(b) if the Régie does not obtain detailed information on the individual amounts received by the participants, any government subsidies or grants are added under paragraph 2 of section 9 of Schedule II ; however, in the computation of personal compensation, the amount of subsidy or grant applies only to the production volume under section 15 up to the volume specified in the model. Moreover, if the subsidies or grants covered any preceding production, account is taken of them only for producers insured at that time.

DIVISION VII MISCELLANEOUS AND FINAL PROVISIONS

19. Every participant must notify the Régie immediately of any change in his domicile, his participation in the Scheme, the assessment he must pay or the compensation to which he is entitled.

20. If 2 or more insurance certificates are issued to one participant, only the most recent is considered valid. The producer must return it if :

(a) it was issued by mistake ;

(b) the producer is no longer participating in the Scheme ;

(c) it was obtained following a false or fraudulent statement.

21. For the Régie, a participant's right to compensation is determined on the basis of its knowledge of his legal status at the time of his enrolment in the Scheme if he has not given any notice of change since that time.

22. A participant who receives compensation from the Régie on the strength of a declaration which is inaccurate or has become inaccurate as a result of an undeclared change in his status, must repay to the Régie any sums he has received in excess.

SCHEDULE I

(s. 8)

Assessment :	10,00 \$ per grain-fed calf
Basic assessment :	6,50 \$ per grain-fed calf.

SCHEDULE II

(ss. 1, 13, 16, 17 and 18)

MODEL FOR GRAIN-FED CALF PRODUCTION

DIVISION I DESCRIPTION OF MODEL FARM

1. The operation considered in this model is specialized in grain-fed calf production. The producer buys young calves which are kept in stalls or feedlots until the final stage. All feedstuff consumed are bought outside the farm. The operation is located on an area of 2,02 hectares (5 acres).

2. The operator of the model farm rears the cattle in batches, in rotation, according to the following annual production program :

(1) Purchase of young calves : Purchase of 500 young calves, in batches of 68, at an average unit weight of 51,26 kilograms (113 pounds); the producer resells 5% of these owing to their unsuitability for this type of rearing ; only the purchase of 475 calves, i.e. 24 346 kilograms (53 675 pounds), is taken into account in the annual outlay.

(2) Number of batches per year : The rotation of batches is as follows :

(a) 68 starting calves, in stalls for 6 weeks ; the first start is at the beginning of January 1979 ;

(b) 136 feeder calves, in feedlots for 12 weeks. In addition to these periods, 3 weeks are allowed for the cleaning of the premises and slack time ;

(c) the number of rearings per year is 2,45 ; during these periods animal loss in relation to annual purchases is 15%, established as follows :

i. 10% : death rate, i.e. 50 calves ;

ii. 5% : resale of young calves, i.e. 25 calves.

(3) Annual production volume is derived from the sale of 425 grain-fed calves at an average unit weight of 170,1 kilograms, i.e. 72 291 kilograms (375 pounds per head, i.e. 159 375 pounds).

3. The producer owns a building specially constructed for the raising of animals in confinement, in stalls and feedlots, as well as for the machinery and equipment used to procure the prescribed production volume, in accordance with sections 2 and 6.

4. The operation occupies the producer all year, full-time, and also requires extra manpower, be it family or hired help.

Raising a calf requires an average of 4,88 hours for the period in a stall, 1,51 hours for the period in the feedlot, and 1,04 hours for the remainder, for a total of 7,4 hours per beginner calf.

The number of man-hours required annually for 500 calves is determined as 3 700 hours.

5. Yearly wages for labour depends both on the distribution of hours and the means of payment, as follows :

(a) 2 300 hours are include in the stabilized net annual income specified in section 16 of the Scheme ;

(b) 1 400 hours, at the hourly rate indicated in section 13.

DIVISION II

DESCRIPTION OF FIXED ASSETS AND OF OPERATION FINANCING

6. In computing cash outlay and depreciation, the following fixed assets and, as applicable, subject to Division III, purchase dates and prices are taken into account :

<i>Description</i>	<i>Purchase price</i>
Fixed assets in the inventory were acquired new in 1979 :	
	\$ \$
(1) Land, 2,02 hectares (5 acres) :	1 920.
(2) Buildings :	
(a) calf barn, 1,86 square metres per calf, 394,4 square metres :	35 997
(b) manure loading ramp, 232,5 square metres :	3 750
Total :	39 747.
(3) Stationary equipment :	
(a) stalls and feedlots :	1 442
(b) ventilation :	1 865
(c) heating :	509
(d) plumbing :	1 272
(e) barn cleaner :	4 240
Total :	9 328.
(4) Other equipment :	
(a) feed bin (6 tons) :	1 320
(b) water heater (273 litres) :	180
(c) milk-replacer mixer :	800
(d) scale :	500
(e) pressure washer :	600
(f) straw cutter :	1 200
(g) generator (30 kilowatts) :	2 200
Total :	6 800.

(5) Pails, 200 @ 1,50 \$:	300
(6) Small tools :	<u>200</u>
Total fixed assets :	58 295.

(7) Operation financing costs included in the annual cash outlay are determined as follows :

(a) short-term financing : bank loans in accordance with section 17 ;

(b) long-term financing : mortgage and pledging in accordance with section 22.

DIVISION III GENERAL PROVISIONS RESPECTING ANNUAL ADJUSTMENT

7. Each year the Régie sets the net annual income referred to in section 13 of the Scheme, taking into account that :

(1) any amount listed in the model, unless otherwise indicated, is that established for the fiscal year ending the 31 December, 1979 ;

(2) the date of acquisition of the fixed assets described in section 6 depends on the average age of the economic sector of the grain feed-calf production. This average age is determined each year by the Régie according to annual statistics on the number of producers, production volume and value of fixed assets.

However, the acquisition date and cost of the equipment described in paragraph 4 of section 6 are revised each year to equal the replacement value from 6 years before the current fiscal year as soon after the previous revision as the average age of the sector exceeds 6 years ;

(3) the annual adjustment of the purchase price or replacement value, or of the various items included under cash outlay and depreciation, is computed by reference to the Statistics Canada price indexes, unless a different method of indexation is included with the description of the item, as follows :

(a) for land, according to the average value of one hectare of farmland ; and

(b) for other items, according to the form input price indexes used by the farmers of Eastern Canada, catalogue 62 004, conforming with the following standards :

i. buildings and stationary equipment described in paragraphs 2 and 3 of section 6, according to the index for the replacement of buildings ;

ii. equipment described in paragraph 4 of section 6, according to the index for the replacement of machines ;

iii. equipment described in paragraphs 5 and 6 of section 6, according to the index for small tools and materials ;

(4) if the adjustment is based on a statistical index, the rate is determined by comparing the index for the preceding year with the index for the current fiscal year, each taken from the end of the third quarter.

DIVISION IV ELEMENTS ENTERING INTO THE CALCULATION OF STABILIZED NET ANNUAL INCOME

8. The stabilized net annual income described in section 16 of the Scheme is adjusted each year on the basis of both the average regular annual salary of 16 060 \$ in 1979 based on an amount of 9 700 \$ established in 1974, and the index of the average weekly salary in all Québec industries according to Statistics Canada, catalogue 11 003 F.

DIVISION V ELEMENTS ENTERING INTO THE CALCULATION OF ANNUAL RECEIPTS

9. Annual receipts :

(1) sale of the annual production in accordance with paragraph 3 of section 2, at the price per kilogram of product prescribed in section 13 of the Scheme ;

(2) subsidies or grants from government bodies for the purposes of paragraph b of section 18 of the Scheme ; the amount attributed is for the production volume, in accordance with section 2, for the year such subsidies or grants are given.

DIVISION VI ELEMENTS INCLUDED IN CALCULATION OF CASH OUTLAY AND DEPRECIATION COMPRISING PRODUCTION COST

§1. Variable charges

10. Calf purchases :

(1) Purchase of young calves in accordance with paragraph 1 of section 2 taking into account the resale of 5% of purchases.

The revenue from resale compensates for the cash outlays required for this number of young calves.

Therefore, in this model account is taken of the purchase of 475 young calves per year at an average unit weight of 51,26 kilograms (113 pounds) i.e. 24 346 kilograms (53 675 pounds).

(2) Annual cost : The annual cost is established per kilogram of product in accordance with section 13 of the Scheme.

11. Feeding :

(A) The amount of feedstuff required annually meets the needs of the following animals :

1. 50 young calves which die at an average age of 19 days ;

2. 425 grain feeder calves.

(1) Milk replacer :

(a) 7,9 kilograms per Group 1 calf, i.e. 395 kilograms ;

(b) 12,8 kilograms per Group 2 calf, i.e. 5 440 kilograms.

The annual amount is 5 835 kilograms.

(2) Feed, 16% protein :

(a) 9,25 kilograms per Group 1 calf, i.e. 463 kilograms ;

(b) 49,2 kilograms per Group 2 calf, i.e. 20 910 kilograms.

The annual amount is 21 373 kilograms.

(3) Whole corn : 230,8 kilograms per Group 2 calf, i.e. 98 090 kilograms.

(4) 36% protein supplement : 71,8 kilograms per Group 2 calf, i.e. 30 515 kilograms.

(B) Adjustment : The annual cost, for each product, is the average of the current price in mills of regions 4, 5, 6 and 11 in Québec, farm price ; whole corn is delivered in bulk, and products are paid in cash within 30 days.

12. Purchase and sales costs :

(1) Cash outlay :

(a) for the purchase of 475 calves, cost per head :

i. price : 2,17 \$

ii. transport : 2,80 \$

total cost is 2 360,75 \$;

(b) for the sale of 425 grain-fed calves, cost per head :

i. price : 7,00 \$

ii. transport : 5,45 \$

total cost is 5 291,25 \$.

The amount of cash outlay per year for purchase and sales costs is 7 652 \$.

(2) Adjustment : The annual adjustment is determined as follows :

(a) price : the amount per calf required in public auctions ;

(b) transport : according to the index for private transport (Cansim 486315), Statistics Canada, catalogue and monthly bulletin 62-011.

13. Paid labour : For paid labour, in accordance with paragraph *b* of section 5 :

(1) Wages : 1 400 hours at 4,36 \$ an hour, i.e. 6 104 \$.

(2) Adjustment : The annual adjustment is based on the average weekly wage index by Québec industries as a whole, according to Statistics Canada, catalogue 72-002.

14. Drugs and veterinarian :

(1) Annual cost : The annual cost for 500 calves is 4 020 \$, based on an amount of 8,04 \$ per calf.

(2) Adjustment : The annual adjustment is according to the results of a Régie survey.

15. Bedding :

(1) Annual cost : The annual cost for 500 calves is 3 300 \$, based on an amount of 6,60 \$ per calf.

(2) Adjustment : The annual adjustment is according to the results of a Régie survey.

16. Heating and ventilation : For consumption of electricity :

1. Annual cost :

(1) Heating : 64 023 kilowatts-hours ;

(2) Ventilation : 7 744 kilowatts-hours ;

the annual cost being established as follows :

<i>Rate schedule</i>	<i>Annual cost</i>
	\$
(a) minimum rate	50,40
(b) 10 800 kilowatt-hours @ 0,02 \$	216,00

(c) 60 967 kilowatts-hours @ 0,022 \$	1 341,27
Tax : 8%	<u>128,61</u>
Total cost :	1 736,28.

2. **Adjustment** : The annual adjustment is based on Hydro-Québec rates for the current fiscal year.

17. Interest on loans :

1. Bank loans cover short-term financial needs according to the cash flow during the fiscal year.

Cash flow is based on the first start in accordance with subparagraph *b* of paragraph 2 of section 2 as follows :

(1) receipts : annual production volume sales in accordance with paragraph 3 of section 2 spread over the current fiscal year ;

(2) cash outlay at various times as follows :

(a) periodically, according to rearing cycles, purchase of calves and foods as well as cost of purchase and sale of animals ;

(b) in January each year, insurance on the animals, buildings and equipment ;

(c) each month, in 12 installments, the following expenditures :

- i. paid labour,
- ii. drugs and veterinarian,
- iii. bedding,
- iv. heating and ventilation,
- v. maintenance and repairs,
- vi. miscellaneous,

vii. annual income equivalent to the average salary for the preceding year in accordance with section 8 ;

(d) every six months, refund of capital and interest for the mortgage and pledge in accordance with section 22.

2. The annual cost of interest on bank loans is computed on the monthly credit balance according to cash flow, using the regular basic bank rate plus 1%.

18. Animal insurance : Respecting the protection of animals under multiple-risk insurance :

(1) **Amount** : The annual amount is based on the number of animals in the barn at the same time, that is, 68 calves in stalls and 136 calves in feedlots, at 75% of the average value of the herd according to the average prices of the current year, as follows :

(a) calves in stalls, purchase price of young calves ; and

(b) calves in feedlots, sale price of grain-fed calves.

(2) **Adjustment** : The Régie uses the mutual fire insurance association rate for the current year.

§2. Fixed charges

19. Maintenance and repairs : For land, building and equipment, in accordance with section 6.

The annual cost is based on the replacement value in accordance with section 7, in terms of percentage as follows :

- | | |
|-----------------|-----|
| (a) land : | 2% |
| (b) building : | 1% |
| (c) equipment : | 3%. |

20. Insurance : Respecting :

(1) the calf barn insured against fire, lightning and wind ;

(2) the equipment under paragraphs 3 and 4 of section 6 insured under an all-risk floater.

The annual cost is based on the amount equivalent to 80% of the replacement value in accordance with section 7, at the mutual fire insurance association rate for the current year.

21. Property taxes :

1. Taxable value :

(1) the land described in paragraph 1 of section 6, the replacement value in accordance with section 7 ; and

(2) the building, that is, the calf barn and manure loading ramp described in paragraph 2 of section 6, the depreciated value based on the cost of acquisition less 6 000 \$ received from the Government as a subsidy for the construction of a calf barn ; the depreciated value is obtained by the straight-line method over 25 years according to the date and cost of acquisition in accordance with section 7.

2. Annual taxation : Unless the Government orders some other method of taxation, the annual cost of property taxes is established as follows :

- (a) land : 1% of taxable value ; and
- (b) building : 1% of taxable value ; this rate is subject to adjustment according to the index respecting property taxes under section 7.

22. Interest on loans : Respecting the long-term financing of the fixed assets described in section 6, as follows :

(1) mortgage on the land, buildings and stationary equipment described in paragraphs 1, 2 and 3 of section 6, based on the Farm Credit Act (R.S.Q., c. C-75) ;

(2) pledging of the equipment and accessories described in paragraphs 4, 5 and 6 of section 6, based on the Act to promote farm improvement (R.S.Q., c. A-18).

(1) **Mortgage :** A mortgage negotiation in 1979, as follows :

- (1) Market value of fixed assets :
 - (a) land : 1 920 \$
 - (b) buildings and stationary equipment :
(75% of 49 075 \$) 36 806 \$
- Total : 38 726 \$

The term of the mortgage is 25 years.

(2) Amount of mortgage :

80% of the market value of the fixed assets, 38 726 \$, that is 30 981 \$, adjusted to 31 000 \$ with the following financing :

- (a) 15 000 \$ at 2,5% annually ;
- (b) 16 000 \$ at 8% annually.

(2) **Pledge :** Loan in 1979, at 80% of the purchase value of the equipment, 7 300 \$, that is, 5 840 \$ adjusted to 5 800 \$ at 8% annually.

The term of the pledge is 15 years.

(3) **Average annual interest :**

<i>Average annual refund in capital and interest</i>	<i>Average annual interest</i>	<i>Balance of loans in 1979</i>
(a) mortgage : 2 300,00 \$	1 648,14 \$	30 347,94 \$

(b) pledge :	853,53	456,23	5 402,70
Total :	3 153,73 \$	2 104,37 \$	35 750,64 \$.

(4) **Annual adjustment :** The annual adjustment for fixed assets depends both on the acquisition date as prescribed in section 7 and the adjustment standards in the same section.

A revision of values makes possible a reassessment of loan needs and, where applicable, the refinancing of both mortgage and pledge, or of one or the other alone. The average annual interest is based on the duration of a long-term loan, at the interest rate in effect on the date of revision.

23. Miscellaneous :

(1) **For the following items :**

	<i>Annual amounts \$</i>
(a) Telephone :	164,28
(b) Accounting :	118,80
(c) UPA dues :	75,00
(d) Magazines and newspapers :	62,32
(e) Insurance :	
i. civil liability :	105,00
ii. employer's liability :	110,00
(f) Travel expenses, 4 800 kilometres :	660,00
(g) Snow removal :	590,74
Sub-total :	1 886,14
(h) Small tools (200 \$ @ 10%) :	20,00
(i) Pails (300 \$ @ 100%) :	300,00
Total miscellaneous :	2 206,14.

(2) **Adjustment :** The annual adjustment, for each item, following the alphabetical order of paragraph 1, is established according to the following criteria :

- (a) Bell Canada rate ;
- (b) annual cost of equivalent services ;
- (c) required dues ;
- (d) in accordance with section 7, according to the index for small tools and materials ;
- (e) the rates of the mutual fire insurance associations ;

(f) the rates of the mutual fire insurance associations or of the Commission de la santé et de la sécurité du travail if the labour provided for in the model is subject to it ;

(g) according to the index for commissioned work according to the form input price indexes used by the farmers of Eastern Canada, Statistics Canada, catalogue 62-004 ;

(h) the basic amount is revised annually in accordance with section 7.

§3. *Depreciation*

24. Depreciation of buildings : For the buildings described in subparagraphs *a* and *b* of paragraph 2 of section 6, the annual depreciation is determined by the straight-line method over 25 years, taking into account the revised date of acquisition and the replacement value on that date, in accordance with section 7. However, the value attributed to the calf barn is reduced by 6 000 \$, that is, the amount given by the Government as a grant for the construction of the building.

25. Depreciation of equipment : Respecting the equipment described in paragraphs 3 and 4 of section 6, the annual depreciation is determined by the straight-line method over 10 years, taking into account the revised date of acquisition and its replacement value on that date, in accordance with section 7.



c. A-31, r.18

Regulation respecting the Income stabilization insurance scheme for producers of grain-fed calves

An Act respecting farm income stabilization insurance (R.S.Q., c. A-31, ss. 33 and 39)

DIVISION I DEFINITIONS AND INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “assessment” : the annual amount that the participant must pay for each grain-fed calf insured, set in accordance with sections 8 and 14 of the Scheme, that is, the average based on the quarterly inventories times the number of rearings per year provided for in the model ;

(b) “basic assessment” : the provisional amount the participant must pay each year ; that amount is equivalent to 65% of the assessment for the number of grain-fed calves in accordance with section 2 times the number of rearings per year provided for in the model ;

(c) “Act” : the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) ;

(d) “Scheme” : the Income stabilization insurance scheme for producers of grain-fed calves (c. A-31, r.17).

DIVISION II ASSESSMENT

2. The basic assessment is established in accordance with the number of grain-fed calves being raised, based on :

(a) the declaration by the producer on the application for enrolment, for the year of admission ; or

(b) the first inventory of the Régie des assurances agricoles du Québec in accordance with section 14 of the Scheme, starting with the second year of participation in the Scheme.

3. A producer who wishes to participate in the Scheme must include his basic assessment with his enrolment form.

Starting with the second year of participation in the Scheme, the basic assessment is payable within 30 days

from the date shown on the assessment notice. That notice is sent by the Régie as soon as it has terminated the first inventory prescribed in section 14 of the Scheme.

4. When establishing the annual production volume in accordance with sections 14 and 15 of the Scheme, the Régie determines the amount the participant should have paid as assessment during the year. It then establishes the additional amount required or the credit to which the participant is entitled.

5. In accordance with section 4, an additional amount payable by the participant or a credit refundable by the Régie is shown on the assessment notice for the following year. If the period of participation in the Scheme is not renewed, the said amount is payable not later than on the 90th day following the end of the fiscal year.

6. The Régie may deduct the sums owed by participants from the compensation it pays to them.

DIVISION III COMPENSATION

7. Where compensation must be granted under the Scheme, it must be paid not later than on the 90th day following the end of the fiscal year.

8. The Régie may grant advances to participants in good standing, based on the volume of production for which compensation is provided pursuant to sections 14 and 15 of the Scheme on the date of that payment, if, based on the model, their net annual income is lower than the stabilized net annual income.

DIVISION IV FINAL PROVISION

9. Payment to the Régie must be made by cheque or money order payable to the Régie des assurances agricoles du Québec.



c. A-32, r.1

Regulation respecting the application of the Act respecting insurance

An Act respecting insurance
(R.S.Q., c. A-32, s. 420)

CHAPTER I INTERPRETATION

1. In this Regulation, unless the context indicates otherwise, the word "Act" means the Act respecting insurance (R.S.Q., c. A-32).

2. The rules of interpretation of the acts set forth in the Interpretation Act (R.S.Q., c. I-16) shall apply to this Regulation.

CHAPTER II CLASSES OF INSURANCE

DIVISION I GENERAL PROVISIONS

3. Any class of insurance that includes insurance against loss of property also includes insurance against loss of enjoyment resulting therefrom.

4. No class of insurance shall include insurance intended to protect against liability unless it is specifically mentioned therein.

DIVISION II INSURANCE OF PERSONS

5. *Accident or sickness insurance means any insurance guaranteeing one or other or these risks or both at the same time.*

Accident insurance guarantees payment of the agreed indemnity in the event of accident to the person or persons insured.

Sickness insurance guarantees payment of the agreed indemnity in the event of sickness of the person or persons insured.

6. Life insurance guarantees payment of the agreed amount either on the death of the insured or on his surviv-

ing a specified period, or again on the occurrence of an event related to his existence ; life insurance includes life or fixed term annuities transacted by insurers as well as clauses of accident or sickness insurance which are incidental to a contract of life insurance.

DIVISION III DAMAGE INSURANCE

7. Automobile insurance means insurance against loss of or damage to an automobile or insurance against liability for loss or damage to persons or property caused by an automobile. Automobile insurance also includes accident insurance, whether liability exists or not, where the accident arises from the operation or use of an automobile but only if the policy includes liability insurance.

8. Aircraft insurance means insurance against loss of or damage to an aircraft or insurance against liability for loss or damage to persons or property caused by an aircraft or its operation.

9. Property insurance means insurance against loss of or damage to moveable or immoveable property other than to property insured under policies of aircraft insurance, automobile insurance or hail insurance. Property insurance includes :

(a) livestock insurance which means insurance against loss, sickness or death of, or accident to animals ;

(b) immoveable property insurance which means insurance against loss of or damage to immoveable property other than immoveable property specifically insured by another class of insurance ;

(c) moveable property insurance which means insurance against loss of or damage to moveable property not specifically insured by aircraft insurance and automobile insurance ;

(d) plate glass insurance which means insurance against loss of or damage to plate or other glass ;

(e) impact by vehicles insurance which means insurance against loss or damage caused by land vehicles or by objects falling therefrom ;

(f) falling aircraft insurance which means insurance against loss or damage caused by an aircraft or by objects falling therefrom ;

(g) water damage insurance which means insurance against loss or damage caused by the escape of water from plumbing, heating, or sprinkler or other fire protection equipment or systems in a building, or by the escape of water from any water main or water pipe outside a building or by the melting of snow or ice on the roof of a building but does not include weather insurance ;

(h) explosion insurance which means insurance against loss or damage caused by explosion and includes civil commotion insurance ;

(i) limited or inherent explosion insurance which means insurance against loss or damage caused by the explosion of dust, gas or other substances and constituting a hazard inherent in the business conducted on the premises ;

(j) forgery insurance which means insurance against loss or damage caused by forgery ;

(k) sprinkler leakage insurance which means insurance against loss of or damage to property caused by water or other substance resulting from the breakage of, or leakage from sprinkler equipment or other fire protection system or pumps, water pipes, plumbing or its fixtures ;

(l) limited hail insurance which means insurance against loss of or damage to property caused by hail but does not include loss of or damage to crops whether growing or not ;

(m) fire insurance which means insurance against loss of or damage to property caused by fire, lightning or explosion of fuel ;

(n) weather insurance which means insurance against loss or damage caused by rain, flood, windstorm, cyclone, tornado or other climatic conditions but does not include hail insurance ;

(o) civil commotion insurance which means insurance against loss or damage caused by bombardment, insurrection, mutiny, civil war, civil commotion, riot, the act of a foreign enemy, hostility or warlike operations (whether

war is declared or not), revolution, rebellion, conspiracy, usurped power or military, naval or air force operations, vandalism or malicious mischief ;

(p) windstorm insurance which means insurance against loss or damage caused by windstorm, cyclone or tornado ;

(q) transportation insurance which means insurance against loss or damage caused during transportation, including transportation by inland waterways, or during a delay incident to such transportation, but does not include ocean marine insurance ;

(r) earthquake insurance which means insurance against loss or damage caused by an earthquake ;

(s) theft insurance which means insurance against loss or damage caused by theft, in particular by wrongful conversion, burglary, housebreaking or robbery and may include forgery insurance.

10. Machinery insurance means insurance of machinery other than boilers and boiler insurance.

Insurance of machinery other than boilers means insurance against loss of or damage to property caused by the accidental breakdown of machinery other than boilers and against liability for loss or damage to persons or property caused by machinery.

Boiler insurance means insurance against loss of or damage to property caused by explosion and rupture of boilers and other pressure vessels, pipes and other machinery connected therewith, and against liability for loss or damage to persons or property caused by boilers and other aforementioned pipes and machinery.

11. Credit insurance means insurance against loss to a creditor caused by the non-payment of a debt, but does not include mortgage insurance.

12. Legal expenses insurance means insurance guaranteeing payment of an agreed indemnity in the event of resort to legal or connected services by the insured person.

13. Guarantee insurance means surety insurance and fidelity insurance.

Surety insurance guarantees against failure to discharge or the unfaithful discharge of an obligation, or failure to pay a penalty or an indemnity upon such default, but does not include credit insurance or mortgage insurance.

Fidelity insurance means insurance against loss to the insured caused by the dishonesty of his employees, in particular in the case of theft, breach of trust embezzlement.

14. Hail insurance means insurance against loss of or damage to crops, whether growing or cut, caused by hail.

15. Mortgage insurance means insurance against failure to reimburse a loan secured by immoveable property or by an interest in immoveable property.

16. Liability insurance means public liability insurance and employers' liability insurance.

No liability insurance means insurance against liability for loss or damage to persons or property ; it includes insurance, whether liability exists or not, against accidents to persons who are neither living with the insured nor on the insured premises, if such insurance is included in a liability insurance policy. It does not include aircraft insurance, automobile insurance and employers' liability insurance.

Employers' liability insurance means insurance against loss to an employer through liability for accidental bodily injury to an employee occurring as a result of or in the course of his employment. It includes accident insurance, whether liability exists or not, guaranteeing an agreed indemnity in the case of bodily injury to an employee of the insured as a result of or in the course of his employment, if it is included in an employers' liability insurance policy.

17. Title insurance means insurance against loss or damage caused by a matter affecting the title to immoveable property or the right to the use or enjoyment of immoveable property, in particular by a defect in the title or by the existence of a lien, encumbrance or servitude.

DIVISION IV OCEAN MARINE INSURANCE

18. Ocean marine insurance means insurance against liability for loss or damage to persons or property and against loss of or damage to property provided for in article 2610 of the Civil Code, occurring during a voyage or a marine adventure at sea or during delay or transit incidental thereto.

CHAPTER III FORMATION OF INSURANCE COMPANIES

19. The application for incorporation of an insurance company must be accompanied by the curriculum vitae of each of the applicants.

20. The application for incorporation of an insurance company that intends to transact the insurance of persons must be accompanied by a development plan supported by a projection, over a 10-year period, of the main items of the balance sheet, the operating statement and the surplus account. The projection must be established by an actuary.

21. The application for incorporation of an insurance company that intends to transact damage insurance must be accompanied by a development plan supported by a projection, over a period of at least 3 years, of the balance sheet, the operating statement and the surplus account and explaining the computation assumptions used.

CHAPTER IV INSURERS' LICENCES

DIVISION I LICENCE HOLDERS

22. There are 7 classes of holders of insurers' licences :

- (a) insurance company ;
- (b) mutual life-insurance company ;
- (c) mutual fire-insurance association ;
- (d) mutual company of insurance against fire, lightning and wind ;
- (e) mutual benefit association ;
- (f) funeral insurance company ; and
- (g) pension fund corporation.

23. The holder of an insurance company licence may be any insurance company, including Lloyd's Underwriters, and insurers issuing reciprocal insurance contracts that are incorporated under laws other than those of Québec.

24. The holder of a mutual life-insurance company licence may be any mutual-life insurance company incorporated under the laws of Québec or laws other than those of Québec.

25. The holder of a mutual fire-insurance association licence may be any mutual fire-insurance association.

26. The holder of a licence for a mutual company of insurance against fire, lightning and wind may be any mutual company of insurance against fire, lightning and wind.

27. The holder of a mutual benefit association licence may be any mutual benefit association incorporated under the laws of Québec or laws other than those of Québec.

28. The holder of a funeral insurance company licence may be any corporation that issued a funeral expenses insurance contract within the meaning of article 2538 of the Civil Code prior to 20 October 1976. This licence will permit it to manage its current business.

29. The holder of a pension fund corporation licence may be any corporation incorporated under the laws of Québec prior to 20 October 1976 for the purpose of obtaining a pension for those who contributed to a cumulative fund for such purpose during a certain number of years.

DIVISION II CLASSES

30. The companies authorized to transact damage insurance may transact insurance of persons if they are authorized to transact automobile insurance or liability insurance but only to the extent permitted for automobile insurance or liability insurance.

DIVISION III DOCUMENTS AND INFORMATION

31. Every corporation applying for a licence must provide the Superintendent with a plan of its operations in Québec. This plan must set out the insurance contracts it actually expects to market in Québec, the sales methods it will use, the training it will give its personnel, the claim settlement practices it will follow for its insured in Québec and the investment policy it will implement for the funds it holds for the benefit of its insured in Québec.

Where the corporation applying for a licence intends to transact damage insurance, it must also supply information on the reinsurance policy and practices it will follow.

32. Every corporation incorporated other than under the laws of Québec and applying for a licence must provide the Superintendent with a copy of the certificate of registration, licence or other certificate issued to the corporation by the authority of the place in which it was incorporated and by the Superintendent of Insurance of Canada, where applicable, and with a certificate of any security deposited with such authority.

33. Every corporation incorporated other than under the laws of Québec and applying for a licence must furnish a copy of the statement of its affairs, as they stood at the close of the last fiscal year preceding the application for a licence, that it is required to file with the authority of the place in which it was incorporated and with the Superintendent of Insurance of Canada, where applicable.

34. Every corporation incorporated other than under the laws of Québec and applying for a licence must furnish a copy of the last inspection report remitted to it by the authority of the place in which it was incorporated and, where applicable, by the authority of another jurisdiction in Canada.

35. Every licence may be renewed upon its expiry if its holder still fulfills the conditions necessary for obtaining it and applies therefor.

DIVISION IV PROCEDURE TO BE FOLLOWED UPON CANCELLATION OR SUSPENSION OF LICENCES

36. Before cancelling or suspending a licence, the Superintendent must give the holder a prior notice of at least 10 days by registered or certified mail stating the reasons therefor and specifying the date and place where the holder may be heard.

CHAPTER V DEPOSITS REQUIRED OF INSURERS

DIVISION I INITIAL DEPOSIT

37. The initial deposit required of any insurer other than a mutual association is 50 000 \$ to transact life insurance and 50 000 \$ to transact accident or sickness insurance.

38. The deposit required of the holder of a funeral insurance company or pension fund corporation licence shall be the amount deposited with the Minister of Finance on 20 October 1976.

39. The initial deposit required of any insurer other than a mutual association for each of the classes that he wishes to transact is the following amount :

(a) automobile insurance	50 000 \$
(b) aircraft insurance	50 000
(c) property insurance	300 000
(d) machinery insurance	25 000
(e) credit insurance	25 000
(f) legal expenses insurance	50 000
(g) guarantee insurance	50 000
(h) hail insurance	50 000
(i) mortgage insurance	50 000
(j) liability insurance	100 000
(k) title insurance	50 000

40. The initial deposit required of any insurer other than a mutual association that wishes to transact only certain classes of insurance included in property insurance shall, for each class, be the following amount :

(a) livestock insurance	10 000 \$
(b) immoveable property insurance	25 000
(c) moveable property insurance	25 000
(d) plate glass insurance	10 000
(e) impact by vehicles insurance	10 000
(f) falling aircraft insurance	10 000

(g) water damage insurance	10 000 \$
(h) explosion insurance	10 000
(i) limited or inherent explosion insurance	10 000
(j) forgery insurance	10 000
(k) sprinkler leakage insurance	10 000
(l) limited hail insurance	10 000
(m) fire insurance	50 000
(n) weather insurance	10 000
(o) civil commotion insurance	10 000
(p) windstorm insurance	10 000
(q) transportation insurance	50 000
(r) earthquake insurance	10 000
(s) theft insurance	10 000

41. The initial deposit required of an insurer other than a mutual association and wishing to transact ocean marine insurance shall be 50 000 \$.

42. Each time an insurer extends its business to include an additional class of insurance, the deposit payable shall be the same as the initial deposit applicable to that class.

DIVISION II ANNUAL REVALUATION OF DEPOSIT

43. When the licence of any insurer other than a mutual association is renewed, the deposit shall be revalued on the basis of that insurer's premium income in Québec determined in accordance with section 18 of the Act.

44. As soon as the premium income in Québec of an insurer other than a mutual association falls within the limits set forth in the following table, it shall be required to pay the corresponding additional deposit.

<i>Premium income in Québec for one year</i>	<i>Additional deposit</i>
from 5 000 000 \$ to 14 999 999 \$	25 000 \$
from 15 000 000 \$ to 29 999 999 \$	50 000
from 30 000 000 \$ to 49 999 999 \$	100 000
50 000 000 \$ and over	150 000

45. When the licence of any mutual association is renewed, the deposit shall be revalued in accordance with the standards established in sections 228 and 229 of the Act.

If the assessments collected by that mutual association increased by more than 20% since its deposit was last valued, the deposit must then be revalued so that it will correspond to 10% of the assessments collected by it during the preceding year, less the premiums paid for reinsurance during the same period.

CHAPTER VI STANDARDS RELATIVE TO THE RETENTION LIMIT AND TO THE LIMITS IMPOSED ON MUTUAL FIRE-INSURANCE ASSOCIATIONS

46. For the purposes of section 47, unless the context indicates otherwise :

(a) contiguous or adjacent buildings separated by less than 12 metres shall be considered 1 risk ;

(b) minimum coverage towards the insured shall be the total unassessed balance of the subscription notes and the cumulative operating surplus at the end of the preceding fiscal year.

47. The board of directors of a mutual fire insurance association shall not issue a policy for an amount exceeding the retention limit per risk authorized below unless the excess is reinsured.

In liability insurance, the retention limit per risk is established as follows :

<i>Minimum coverage towards the insured</i>	<i>Retention limit per insured risk</i>
up to 999 999 \$	1 000 \$
from 1 000 000 \$ to 1 999 999	2 000
2 000 000 2 999 999	3 000
3 000 000 3 999 999	4 000
4 000 000 4 999 999	5 000
5 000 000 5 999 999	6 000
6 000 000 6 999 999	7 000
7 000 000 7 999 999	8 000
8 000 000 8 999 999	9 000
9 000 000 9 999 999	10 000
10 000 000 10 999 999	11 000
11 000 000 11 999 999	12 000
12 000 000 12 999 999	13 000
13 000 000 13 999 999	14 000
14 000 000 14 999 999	15 000
15 000 000 15 999 999	16 000
16 000 000 16 999 999	17 000
17 000 000 17 999 999	18 000
18 000 000 18 999 999	19 000
19 000 000 19 999 999	20 000
20 000 000 20 999 999	21 000

21 000 000 \$ to 21 999 999 \$	22 000 \$
22 000 000 22 999 999	23 000
23 000 000 23 999 999	24 000
24 000 000 and over	25 000.

For other classes of insurance, the retention limit per risk is established as follows, with the understanding that the retention limit per risk is determined by the lesser of criterion A or criterion B :

<i>Criterion A — Aggregate gross insurance in force at the end of the preceding fiscal year</i>	<i>Criterion B — Minimum coverage towards the insured</i>	<i>Retention limit per insured risk</i>
from 200 000 \$ to 499 999 \$	16 000 \$	1 000 \$
500 000 749 999	24 000	2 000
750 000 999 999	31 000	3 000
1 000 000 1 499 999	42 000	4 000
1 500 000 1 999 999	54 000	5 000
2 000 000 2 999 999	71 000	6 000
3 000 000 3 999 999	89 000	7 000
4 000 000 5 999 999	117 000	8 000
6 000 000 7 999 999	146 000	9 000
8 000 000 9 999 999	173 000	10 000
10 000 000 11 999 999	200 000	11 000
12 000 000 13 999 999	226 000	12 000
14 000 000 15 999 999	254 000	13 000
16 000 000 17 999 999	279 000	14 000
18 000 000 19 999 999	304 000	15 000
20 000 000 21 999 999	336 000	16 000
22 000 000 23 999 999	368 000	17 000
24 000 000 25 999 999	400 000	18 000
26 000 000 27 999 999	432 000	19 000
28 000 000 29 999 999	464 000	20 000
30 000 000 31 999 999	496 000	21 000
32 000 000 33 999 999	528 000	22 000
34 000 000 35 999 999	560 000	23 000
36 000 000 37 999 999	592 000	24 000
38 000 000 and over	624 000	25 000.

48. The board of directors shall not permit the aggregate of insurance covering property situated in a given town or city to exceed 50% of the aggregate insurance transacted by the mutual fire-insurance association.

49. Where a mutual fire-insurance association insures commercial or industrial risks situated within its territory, the by-law regarding the division of the business of the association into 2 classes must be approved by the majority of the members present at a general meeting of the association.

50. For the purpose of compliance with section 49, the board of directors must cause a list of the risks that may be

insured in each class to be prepared as well as a table of insurance rates used to determine the amount of the subscription note on these risks.

51. Subscription notes established in favour of mutual fire-insurance associations must be drafted in the form in Schedule 1.

CHAPTER VII INVESTMENTS BY INSURERS

DIVISION I CONDITIONS RELATIVE TO AN INVESTMENT AUTHORIZED BY SECTION 249 OF THE ACT

52. At least 30 days before acquiring fully paid shares of an insurance company, an insurer that is not a mutual association and that transacts insurance other than life insurance, must inform the Superintendent of the nature and terms and conditions of the investment and of the proposed activities of the insurance company that is the object thereof.

53. The insurer must file with the Superintendent a copy of the act of incorporation of that company, its by-law and a statement of its affairs as they stood at the close of the last fiscal year preceding the investment, where applicable.

54. The amount of investments or loans that an insurer may make in another insurance company shall not exceed 6% of his assets.

DIVISION II CONDITIONS RELATIVE TO AN INVESTMENT AUTHORIZED BY SECTION 250 OF THE ACT

§1. General provisions

55. For the purposes of this Division, unless the context indicates otherwise, the following words and expressions mean :

- (a) "voting share" : a share in respect of which the right to vote may be exercised, whether that right is absolute or dependent upon a condition that is met ;
- (b) "insurer" : an insurer that is not a mutual benefit association and that transacts life insurance ;
- (c) "corporation" : a corporation incorporated for the purpose of carrying out the operations provided for in section 250 of the Act and in which an insurer holds or wishes to hold fully paid shares in accordance with this Division.

56. Every corporation incorporated for the purpose of carrying on one of the following businesses shall be deemed to be incorporated to carry on business ancillary to the business of insurance :

- (a) data processing ;
- (b) investment and loan ; or
- (c) trust.

57. To acquire and hold fully paid shares of a corporation, an insurer must acquire or hold at the time of the investment more than 50% of the voting shares issued by the corporation.

58. Notwithstanding section 57, the Superintendent may authorize an insurer to acquire and hold fully paid shares of a corporation :

- (a) if, at the time of the investment, it acquires or holds jointly with any other insurer, more than 50% of the voting shares issued by the corporation ; or
- (b) if the laws of the place in which the corporation transacting life insurance and not holding a licence in Québec was incorporated do not permit a non-resident to acquire more than 50% of the voting shares issued by such corporation.

59. Notwithstanding section 57, the Superintendent may authorize an insurer and one or more financial institutions authorized to do business in Québec, including the Caisse de dépôt et placement du Québec, to acquire at the time of the investment and hold jointly all the voting shares issued by a corporation the object of which is to acquire, hold, lease or administer immoveables or by a corporation incorporated to carry on business ancillary to the business of insurance, provided the insurer establishes that such agreement permits it to acquire experience in the management of such investments.

§2. Information

60. At least 30 days before acquiring fully paid shares of a corporation, the insurer must inform the Superintendent of the nature and terms and conditions of the investment and the proposed activities of the corporation and the insurer must also file with the Superintendent a copy of the act of incorporation of the corporation, its by-laws and a statement of its affairs as they stood at the close of the last fiscal year preceding the investment, where applicable.

§3. *Undertaking of the corporation*

61. Within 15 days following the date of the investment, the insurer must file with the Superintendent an undertaking by the corporation that it will comply with sections 62 to 72 which shall apply to it for as long as the insurer holds fully paid shares thereof in accordance with this Division.

62. The corporation must undertake to submit each year to the Superintendent a copy of its financial statements and all other information on its affairs required to permit the Superintendent to make sure that the corporation acts in accordance with this Division and to permit the Superintendent to visit its head office at all times in order to examine its books and registers.

63. The corporation must undertake not to make any loan or investment in contravention of sections 259 to 264 of the Act as if it were an insurer incorporated under a law of Québec.

64. Where its shares are held in accordance with this Division, a corporation incorporated outside Québec to transact life insurance and that does not hold a licence in Québec must undertake not to acquire or hold more than 30% of the common shares of any other corporation.

65. A corporation incorporated to provide consulting, management or sales distribution services respecting life insurance benefits, the amount of which varies according to the market value of a specified group of assets, must undertake to provide only those services and to provide them first to the insurer that holds fully paid shares thereof or to a corporation incorporated outside Québec to transact life insurance and that does not hold a licence in Québec.

The corporation must also undertake not to acquire or hold more than 30% of the common shares of any other corporation.

66. Where its shares are held in accordance with this Division, a corporation incorporated to transact damage insurance must undertake not to acquire or hold shares of any corporation incorporated to transact life insurance.

67. A corporation the object of which is to acquire, hold, lease or administer immoveables must undertake to transact only such business and to limit its investments or loans to those that an insurer may make, with the excep-

tion of its investments in immoveables or in shares of other corporations the object of which is to acquire, hold, lease or administer immoveables.

68. Where a corporation referred to in section 67 acquires and holds more than 30% of the shares of any other corporation the object of which is to acquire, hold, lease or administer immoveables, the latter must subscribe and deposit the undertaking prescribed in section 61 as if it were an investment made by an insurer in compliance with this Division and undertake not to acquire or hold shares of any other corporation the object of which is to acquire, hold, lease or administer immoveables.

69. A corporation referred to in section 67 must undertake to provide, at its own expense, to the Superintendent, an assessment made by an assessor contemplated in the Act respecting municipal taxation and providing amendments to certain legislation (S.Q., 1979, c. 72 ; after consolidation : An Act respecting municipal taxation, R.S.Q., c. F-2.1) and relating to any immovable owned by it if the assessment made by the corporation does not correspond to the market value of the immovable.

70. A corporation incorporated for the purpose of offering participation in an investment portfolio must undertake not to acquire or hold more than 10% of the common shares of any other corporation.

71. A corporation incorporated for the purpose of providing consulting, management or sales distribution services to a corporation offering participation in an investment portfolio must undertake to provide those services only, and to provide them only to corporations incorporated for the purpose of offering participation in an investment portfolio of which at least one corporation is controlled by the insurer or will be within a fixed period of time.

The corporation must also undertake not to acquire or hold more than 30% of the common shares of any other corporation.

72. A corporation incorporated to carry on business ancillary to the business of insurance must undertake to provide only the services for which it was incorporated and not to provide them to anyone unless it also provides them to the insurer, where legally possible.

The corporation must also undertake not to acquire or hold more than 30% of the common shares of any other corporation.

73. An insurer holding fully paid shares of a corporation incorporated outside Québec to transact life insur-

ance and not holding a licence in Québec, must not solicit insurance applications in any jurisdiction where the latter is soliciting applications for insurance.

§4. Share of invested assets

74. The amount of the investments or loans that an insurer may make in a corporation incorporated outside Québec to transact life insurance and not holding a licence in Québec shall not exceed 3% of the insurer's assets.

75. The amount of the investments or loans that an insurer may make in a corporation incorporated to transact damage insurance shall not exceed 3% of the insurer's assets.

76. The amount of the investments or loans that an insurer may make in a corporation the object of which is to acquire, hold, lease or administer immovables shall not exceed 12% of the insurer's assets.

However, the amount invested by the insurer for the acquisition of fully paid shares of the corporation must not exceed 3% of the insurer's assets and the amount invested by the insurer in the form of investments, loans or any other direct or indirect interest in each immovable belonging to the corporation or a corporation having the same objective and of which more than 30% of the fully paid shares are held by the latter, must not exceed 4% of the insurer's assets.

77. The amount of the investments that an insurer may make in a corporation incorporated for the purpose of offering participation in an investment portfolio shall not exceed 1,5% of the insurer's assets.

78. The amount of the investments that an insurer may make in a corporation incorporated to provide consulting, management and sales distribution services respecting life insurance benefits the amount of which varies according to the market value of a specified group of assets or to provide such services to a corporation incorporated to offer participation in an investment portfolio shall not exceed 1,5% of the insurer's assets.

79. The amount of the investments that an insurer may make in a corporation incorporated to carry on business ancillary to the business of insurance shall not exceed 3% of the insurer's assets.

80. All the fully paid shares acquired and held by an insurer in accordance with this Division shall be subject to

the limit of 25% prescribed in paragraph *b* of subsection 2 of section 248 of the Act.

CHAPTER VIII ANNUAL STATEMENTS AND REPORTS

81. Every insurer incorporated under the laws of another Canadian province and that transacts insurance in Québec must submit the same annual statement as an insurer incorporated under the laws of Québec.

82. Every insurer incorporated under the laws of Canada or another state or country and that transacts insurance in Québec must file a copy of the annual or periodic statements that it is required to file with the Superintendent of Insurance of Canada.

83. Any insurer incorporated under the laws of Canada or another state or country and that transacts only marine insurance in Québec must file the same annual statement as an insurer incorporated under the laws of Québec.

84. The annual statement of insurers incorporated under the laws of Québec or another province in Canada and that are not mutual associations must be filed in 3 copies; those of the other insurers must be filed in 2 copies.

85. The copies of annual statements must be a reproduction of the original and be bound and duly signed.

86. Every insurer must keep, for inspection purposes, all documents and, in particular, the working sheets used in determining the balance in each item on the annual statement.

87. *La Fédération des Mutuelles d'incendie Inc.* shall be recognized as auditor within the meaning of section 293 of the Act for mutual associations that are members thereof.

88. Mutual benefit associations must annex to their annual statement an up-to-date copy of their by-laws if the latter have been amended during the fiscal year ending on the preceding 31 December.

89. Any mutual benefit association must, at least once every 3 years, annex to its annual statement the report of an actuary appointed for the valuation of its reserves.

However, a mutual benefit association that issues policies or certificates guaranteeing for their term the amount of the mutual benefits and assessments fixed therein must annex such certificate to its annual statement each year.

CHAPTER IX METHODS FOR THE VALUATION OF THE ASSETS AND LIABILITIES OF INSURERS

DIVISION I GENERAL PROVISION

90. This Chapter shall govern the valuation of the assets and liabilities to be declared in the annual statement of all insurers incorporated under a law of Québec or another province in Canada.

DIVISION II GENERAL VALUATION METHOD

91. Subject to the particular provisions of this Chapter, the assets and liabilities of an insurer must be valued in accordance with generally accepted accounting principles.

DIVISION III BONDS AND OTHER SECURITIES

92. Bonds or other securities in default with respect to principal and interest or whose guarantee is insufficient must be valued at their market value.

93. The capital gains and losses realized when bonds are disposed of must be amortized over a period of 10 years for an insurer who transacts insurance of persons and over a period of 3 years for an insurer who transacts damage insurance and reflected in the income statement.

DIVISION IV SHARES

94. Shares must be shown with the assets at their cost of acquisition, increased or decreased, as the case may be, by the amount corresponding to the difference between the market value and the cost of acquisition of such shares.

95. The difference between the market value and the cost of acquisition of shares must be amortized over a period of 10 years for an insurer who transacts insurance of persons and over a period of 3 years for an insurer who transacts damage insurance and reflected in the income statement.

96. The unamortized portion of the difference between the market value and the cost of acquisition constitutes a reserve that is shown on the balance sheet positively or negatively so as to affect the net assets.

97. The capital gains and losses realized when shares are disposed of must be amortized over a period of 10 years for an insurer who transacts insurance of persons and over a period of 3 years for an insurer who transacts damage insurance and reflected in the income statement.

DIVISION V INVESTMENTS IN SUBSIDIARIES

98. The value of the common shares of a corporation held in accordance with section 249 or 250 of the Act must not exceed the amount obtained by multiplying the amount by which the assets of the corporation exceed its total liabilities and preferred share capital, by the fraction of outstanding common shares of the corporation held by the insurer.

However, these shares may be valued at a value not exceeding their cost of acquisition for a period of not more than 3 years from the date of their acquisition.

99. The assets of a corporation incorporated outside Québec to transact life insurance or incorporated to transact damage insurance must not include assets that would not be allowable in its annual statement.

The assets of any other corporation whose common shares are held in accordance with section 249 or 250 of the Act must contain no assets which, where they owned by the insurer, would not be recognized as assets in its annual statement.

The restriction contained in the second paragraph shall not apply to investments made by a corporation the object of which is to acquire, hold, lease or administer immovables, in immovables or in shares of other corporations having the same objects.

DIVISION VI DUE PREMIUMS

100. Every due life insurance premium shall not exceed the corresponding valuation premium used in computing the actuarial reserve.

DIVISION VII DEFERRED ACQUISITION COSTS

101. Every insurer who transacts damage insurance must include with assets as deferred acquisition costs the least of :

- (a) the real costs of acquisition incurred and recoverable ;
- (b) the proportion of unearned premiums that are not necessary for the payment of claims and other expenses that are not acquisition expenses ; or
- (c) 30% of unearned premiums.

DIVISION VIII SEPARATE FUNDS

102. The assets of separate funds maintained by an insurer transacting life insurance and contracting obligations that vary according to the market value of specified group of assets must be valued at their market value.

DIVISION IX RESERVES MAINTAINED BY INSURERS TRANSACTIONING THE INSURANCE OF PERSONS

103. In this Division, unless the context indicates otherwise, the following words mean :

- (a) "insurer" : every insurer other than a mutual benefit association transacting the insurance of persons ;
- (b) "contract" : a policy, endorsement or additional coverage ;
- (c) "annuities" : life annuities (deferred or immediate), annuities certain, settlement annuities and investment contracts.

104. In the case of annuity contracts or insurance contracts of persons underwritten by an insurer, the reserve must, on the date of valuation, be equal to the difference between the present value of future benefits and the present value of future valuation premiums.

105. The valuation premium must be established according to the method prescribed in this Division or according to any other method of computation which produces a reserve that is not less than the reserve obtained by using the method prescribed.

Where another method of computation is used, the insurer must indicate as a comparison to his annual statement the reserve established in accordance with the method prescribed.

106. The valuation premium must be computed by increasing the net level premium by a sum presumed payable annually from the beginning of the second year and payable for the length of payment of premiums and whose value, on the date of issue of the contract equals the lesser of the following amounts :

- (a) the net level annual premium increased by 50% for an insurance of persons contract or by 20% for an annuity contract ;
- (b) the acquisition costs.

The valuation premium may not exceed the annual premium reduced by an amount that, if it were drawn from each future annual premium, would be sufficient to cover the administrative expenses and the dividends in accordance with the tables in force or adjusted to take into account eventual variations.

107. For the purposes of section 106, the same interest, mortality and morbidity assumptions or other contingencies must be used as those which are used for computing the reserve.

108. The insurer must indicate in his annual statement, as an additional reserve :

- (a) the total amount of negative reserves ; and
- (b) for policies having a cash surrender value, the total amount by which the cash surrender value exceeds the total amount of the reserves, other than the negative reserves for those policies.

109. Whatever method is used for computing the reserve, the insurer must indicate as a comparison to his annual statement the reserve computed according to the net level premium method.

110. The reserve of each of the funds established by a mutual benefit association must, on the date of valuation, be equal to the difference between the present value of the mutual benefits prescribed under the by-laws of the association and the present value of the assessments to be collected after the date of valuation under such by-laws.

111. The reserve may be computed according to the bases and methods deemed appropriate by the actuary of the mutual benefit association provided that the reserve in respect of each fund is sufficient to guarantee the payment at maturity of its obligations.

In computing the reserve, the actuary shall not take into account a possible reduction of the benefits or increase in the assessments which would result from an amendment

to the by-laws of the mutual benefit association after the date of valuation.

112. However, when the mutual benefit association issues policies or certificates guaranteeing for their term the amount of mutual benefits and assessments fixed therein, the reserve must be computed according to the bases and methods in compliance with the Act and this Regulation applicable to an insurer, in respect of such policies or certificates.

DIVISION X RESERVES MAINTAINED BY INSURERS OTHER THAN MUTUAL ASSOCIATIONS AND THAT TRANSACTION DAMAGE INSURANCE

113. The reserves maintained by any insurer other than a mutual association and that transacts damage insurance must be equal to the value of the liabilities of that insurer in respect of unearned premiums, outstanding claims and adjustment expenses, unreported losses, reinsurance with insurers that do not hold a licence and in force business not entered in the books.

114. Every insurer other than a mutual association and that transacts damage insurance must maintain, in addition to the reserves prescribed in section 277 of the Act, reserves relative to the following insurance contracts :

- (a) fidelity insurance ;
- (b) surety insurance ;
- (c) hail insurance ; and
- (d) nuclear risks insurance.

115. In the case of a fidelity insurance contract, the reserve must be at least equal to 30% of the premium net of reinsurance effective at 31 December.

116. In the case of a surety insurance contract, the reserve must be at least equal to 10½% of the premium net of reinsurance effective at 31 December.

117. In the case of a nuclear risks insurance contract, the reserve must be at least equal to the premium collected less the commissions paid.

118. In the case of a hail insurance contract, the reserve must be equal to the accumulation of at least 50% of the profit realized annually on the premium up to 50% of the premium.

119. Every insurer other than a mutual association and that transacts damage insurance must notify the Superintendent before it modifies any method it uses to value its liabilities and such notice must be accompanied by the grounds in support of such modification.

CHAPTER X SPECIAL BY-LAWS RESPECTING INSURERS

120. The charter of a mutual life-insurance company may provide for the holding of preliminary meetings of its members for the purpose of electing delegates who will be empowered to exercise, at the general meeting of the company, the right to vote of the members convened for such preliminary meetings.

The preliminary meetings are convened and held in accordance with the procedure established by the by-laws of the company.

121. Any insurer who wishes to contract a loan by issuing subordinated notes must be authorized to do so by a standing by-law and by a resolution of the board of directors fixing the terms and conditions of the issue.

122. The resolution prescribed in section 121 must indicate :

- (a) the rate of interest or the fact that such rate may be determined by the board of directors ;
- (b) the due date and, if applicable, the possibility of prior repayment ;
- (c) the privilege, if applicable, to convert notes into shares in the capital stock or possibility for the board of directors to grant such a privilege ;
- (d) where the resolution authorizes the issue of one or several series of subordinated notes, the designation, the rights and the conditions attached to the series or each series, where applicable ;
- (e) where the resolution authorizes the issue of one or several series of subordinated notes that each series has the same rights and conditions as the subordinated notes of any other series, with the exception of the rate of interest, the payment of interest and the date of issue and surrender of each of the series ; and
- (f) the total par value of the series or different series or, in default of such a limit, the total par value of subordinated notes that the insurer intends to issue immediately with an indication that such amount may be exceeded only if the insurer is authorized to do so by a new resolution.

123. Subordinated notes must mention the rights, conditions and restrictions attaching thereto and may only be issued on request at the head office of the insurer.

Furthermore, they must be issued for a term of at least 5 years and for an amount of at least 25 000 \$.

124. Every insurer who wishes to contract a loan by accepting subordinated loans must be authorized to do so by a standing by-law and by a resolution of the board of directors fixing the terms and conditions in particular :

- (a) the total amount ;
- (b) the rate of interest or the possibility for the board of directors to determine it ; and
- (c) the possibility, where applicable, to convert subordinated loans into shares in the capital stock or the ability for the board of directors to grant such a privilege.

CHAPTER XI

INSURANCE AGENTS AND CLAIMS ADJUSTER'S CERTIFICATES

DIVISION I

INSURANCE AGENT'S CERTIFICATES

§1. Categories

125. There are 7 categories of insurance agent's certificates :

- (a) life insurance ;
- (b) accident or sickness insurance ;
- (c) life and accident or sickness insurance ;
- (d) damage insurance ;
- (e) ocean marine insurance ;
- (f) accident insurance ; and
- (g) travel insurance.

126. The life insurance agent's certificate entitles its holder to carry on business as an insurance agent in respect of life insurance.

127. The accident or sickness insurance agent's certificate entitles its holder to carry on business as an insurance agent in respect of accident or sickness insurance.

128. The life and accident or sickness insurance agent's certificate entitles its holder to carry on business as an insurance agent in respect of life and accident or sickness insurance.

129. The damage insurance agent's certificate entitles its holder to carry on business as an insurance agent in respect of all classes of damage insurance.

130. The ocean marine insurance agent's certificate entitles its holder to carry on business as an insurance agent in respect of ocean marine insurance.

131. The accident insurance agent's certificate entitles its holder engaged in another profession to carry on complementary activities as an insurance agent in respect of accident insurance.

132. The travel insurance agent's certificate entitles its holder to carry on, in addition to his activities of transportation or travel agency, the activities of an insurance agent in respect of the insurance of persons against risks inherent to transportation or travel, but solely through desk clerks recommended individually by an insurer authorized to transact insurance in Québec.

§2. Classes of holders

133. In the case of insurance of persons, the insurance agent's certificate shall allow for multiple representation.

In the case of damage insurance, there are 2 classes of holders of insurance agent's certificates :

- (a) exclusive representation ; and
- (b) multiple representation.

134. The holder of an exclusive representation certificate may use the title of insurance agent and carry on business in that capacity only on behalf of the insurer, or group of damage insurers under joint management, that recommends the issuance of the certificate.

135. The holder of a multiple representation certificate may use the title of insurance agent and carry on business in that capacity on behalf of more than one damage insurer or more than one group of damage insurers under joint management.

136. Subject to vested rights, the multiple representation certificate shall not be issued to a physical person who wishes to act as an insurance brokers within the meaning of the Insurance Brokers Act (R.S.Q., c. C-74).

§3. *Qualifications required*

137. Every person who applies for an insurance agent's certificate must :

(a) have been a resident of Québec for at least 1 year or have carried on without interruption for at least 30 days a similar activity in another province ;

(b) have completed secondary studies ;

(c) not be under a cancellation or suspension of certificate or of his title of member of an association or professional corporation of agents or brokers approved by the Superintendent ;

(d) never to have pleaded or have been found guilty of an offence punishable by imprisonment for a term of 2 years or more and about which it was proceeded by formal indictment or for 5 years or more no longer serving out the sentence pronounced following such offence ;

(e) not be bankrupt or have made a voluntary transfer of his property.

138. Any person who applies for a certificate to carry on the occupation of insurance agent alone under a corporate name or to carry on business in partnership with other insurance agents must :

(a) fulfil the conditions required for obtaining a certificate ; and

(b) use his surname or that of one or several of his partners, where applicable, as a corporate name which may be accompanied by an indication of the nature of his activities.

139. Every corporation applying for an insurance agent's certificate other than a certificate issued to persons whose profession entails insurance business as a normal complement must use as a corporate name the surname of one or several of its representatives, which may be accompanied by the word "associate", where applicable, and an indication of the nature of its activities.

140. Every corporation which has its principal office or head office in another province of Canada in respect of which it has a certificate, may obtain an insurance agent's certificate in Québec provided that, subject to the other requirements, it has an office therein and its representatives in Québec are authorized to carry on the activities of insurance agents therein.

§4. *Documents and information*

141. Every person who applies for an insurance agent's certificate must :

(a) furnish his social insurance number ;

(b) submit 2 photographs of himself taken not more than 6 months before and bearing his signature on the reverse side ; and

(c) attach a certificate of relevant studies.

142. Any person who applies for a certificate to carry on the occupation of insurance agent alone or under a corporate name or to do business in partnership with other insurance agents must :

(a) give the name of any other person acting under that corporate name or for that partnership ; and

(b) furnish a copy of the registration of that corporate name or partnership.

143. Every corporation which applies for an insurance agent's certificate must furnish to the Superintendent the following documents and information :

(a) its corporate name and the place of its head office ;

(b) the names, occupations and domiciles of its directors ;

(c) the names and domiciles of its officers and employees who are both shareholders and holders of a certificate ;

(d) in the case of a brokers' corporation, the number of shares held by members of the Insurance Brokers Association of the Province of Québec ;

(e) the names of the persons through whom the corporation practises the profession of an insurance agent ;

(f) the amount of its capital stock, the number of shares constituting it and the number of shares subscribed ; and

(g) a copy of the act of incorporation of the corporation and of its by-laws.

144. The directors of every corporation must inform the Superintendent, within 15 days, of any change which occurs in the management, control or administration of the corporation.

§5. *Practice of the profession*

145. The holder of an insurance agent's certificate shall not introduce himself publicly or act as the representative of any partnership that does not practise the profession of insurance agent or of any corporation which is not an insurer and does not hold an insurance agent's certificate.

146. No insurance agents' corporation shall be under the direct or indirect control of claims adjusters and no insurance agent shall act as a claims adjuster unless he is authorized by Lloyd's Underwriters to act as such and provided he restricts his activities to claims arising from insurance policies underwritten through him with Lloyd's Underwriters.

147. The holder of a life insurance agent's certificate acting exclusively for an insurer may hold a mutual fund salesman registration with the Commission des valeurs mobilières du Québec provided that the insurer for whom he acts has concluded not more than one agreement governing the activity of their joint representatives with not more than one broker holding a registration issued by the Commission des valeurs mobilières du Québec which is restricted to the sale of mutual funds or group of mutual funds under joint management.

148. The Superintendent may issue a life insurance agent's certificate authorizing its holder to act exclusively for the insurer that recommended him to any mutual fund salesman who holds a registration issued by the Commission des valeurs mobilières du Québec provided that the latter carries on such activity on a full-time basis and that he is the representative of a broker who concluded an agreement with the insurer in accordance with section 147.

149. Every insurance agent's certificate may be renewed upon expiry if its holder still complies with the conditions required for obtaining it and if he applies for the renewal thereof.

DIVISION II

CLAIMS ADJUSTER'S CERTIFICATES

§1. Categories

150. The claims adjuster's certificate is general or limited to appraisal.

151. The general certificate authorizes its holder to carry on all the activities of a claims adjuster listed in paragraph *j* of section 1 of the Act.

152. The certificate limited to appraisal authorizes its holder to carry on the activities of a claims adjuster relative to the appraisal of damages arising out of an accident.

153. Any claims adjuster's certificate in force on 5 December 1979 becomes a general certificate within the meaning of section 151 from that day.

§2. Classes of holders

154. There are 2 classes of claims adjusters.

155. The second class claims adjuster may use the title of claims adjuster and practise in that capacity only on behalf of the person who employs him.

The third class claims adjuster on 5 December 1979 becomes a second class claims adjuster on passing the examination prescribed in section 179 or on his providing one of the documents prescribed in section 180. Upon expiry, a third class certificate may not be renewed.

156. The first class claims adjuster may use the title of claims adjuster and practise in that capacity on his own behalf or on that of an employer.

157. Every second class claims adjuster's certificate must bear the name of the employer of the holder. Should he change employer, the Superintendent must be informed immediately by the holder.

§3. Qualifications required

158. Every person who applies for a general adjuster's certificate must :

(a) have been a resident of Québec for at least 1 year or have carried on without interruption for at least 30 days a similar activity in another province ;

(b) have completed secondary studies ;

(c) not be under a cancellation or suspension of certificate ;

(d) never have pleaded or have been found guilty of an offence punishable by imprisonment for a term of 2 years or more and about which it was proceeded by formal indictment or for 5 years or more no longer serving out the sentence pronounced following such offence ;

(e) not be bankrupt or have made a voluntary transfer of his property.

159. Every person who applies for a claims adjuster's certificate limited to appraisal must :

(a) have been a resident of Québec for at least 1 year or have carried on without interruption for at least 30 days a similar activity in another province ;

(b) not be under a cancellation or suspension of certificate ;

(c) never have pleaded or have been found guilty of an offence punishable by imprisonment for a term of 2 years or more and about which it was proceeded by formal indictment or for 5 years or more no longer serving out the sentence pronounced following such offence ;

(d) not be bankrupt or have made a voluntary transfer of his property.

160. Every person who applies for a certificate to act as a claims adjuster alone under a corporate name or to act in partnership with other claims adjusters must :

(a) fulfil the conditions required for obtaining a certificate ; and

(b) use his surname or that of one or several of his partners, where applicable, as a corporate name which may be accompanied by an indication of the nature of its activities.

161. Every corporation applying for a claims adjuster's certificate must :

(a) use as a corporate name the surname of one or several of its representatives, which may be accompanied by the word "associate", where applicable, and by an indication of the activities which it carries on ; and

(b) have at least one representative holding a first class claims adjuster's certificate.

162. Every corporation which has its principal office or head office in another province of Canada in respect of which it has a certificate, may obtain a claims adjuster's certificate in Québec provided that, subject to the other requirements, it has an office therein and its representatives in Québec are the holders of a claims adjuster's certificate therein.

§4. Documents and information

163. Every person who applies for a claims adjuster's certificate must :

(a) furnish his social insurance number ; and

(b) submit 2 photographs of himself taken not more than 6 months before and bearing his signature on the reverse side.

164. Every person who applies for a general claims adjuster's certificate must provide a relevant attestation of studies.

165. Every person who applies for a certificate to act as a claims adjuster alone under a corporate name or to act in partnership with other claims adjusters must :

(a) give, where applicable, the name of any other person acting under that corporate name or for that partnership ; and

(b) furnish a copy of the registration of the corporate name or partnership.

166. Every corporation applying for a claims adjuster's certificate must furnish to the Superintendent the following documents and information :

(a) its corporate name and the place of its head office ;

(b) the names, domiciles and occupations of its directors ;

(c) the names and domiciles of its officers and employees who are both shareholders and holders of a certificate ;

(d) the names of the persons through whom it acts as a claims adjuster ;

(e) the amount of its capital stock, the number of shares constituting it and the number of subscribed shares ; and

(f) a copy of its act of incorporation and of its by-laws.

167. The directors of any corporation must inform the Superintendent, within 15 days, of any change which occurs in the management, control or administration of the corporation.

§5. Practice of the profession

168. Every holder of a claims adjuster's certificate must restrict himself to the practice of his profession.

169. No holder of a claims adjuster's certificate shall act as an insurance agent except in the cases provided for in section 146, and no corporation of claims adjusters shall be under the direct or indirect control of insurance agents.

170. No claims adjuster shall have an interest in more than one partnership or corporation of claims adjusters.

171. A claims adjuster shall not :

- (a) fail to effect prompt, honest and equitable settlement of claims in respect of which the liability has been determined ;
- (b) fail to deal promptly with a claim arising from an insurance contract ;
- (c) fail to accept or to refuse a claim within a reasonable time after the filing of the required documents ;
- (d) fail to notify the insured of the imminence of the prescription date ;
- (e) postpone the settlement of damage to property until that of damage to persons.

172. A claims adjuster shall not :

- (a) fail to follow the instructions of his principal or employer ;
- (b) have an interest, other than professional, in the settlement of a claim ;
- (c) fail to disclose to his principal or employer information in his possession liable to influence the decision of the settlement of a claim, in particular the violations of contracts, fraud, misrepresentations and the falsification of facts and records ;
- (d) in the case of a double mandate, fail to point out that fact to each principal ;
- (e) attempt to derive or derive a personal profit out of a matter entrusted to him, with the exception of his salary or fees ;
- (f) ask any person whatsoever, except his principal and his representatives, to notify him of the occurrence of a loss ;
- (g) obtain or attempt to obtain from a person other than his employer or representatives details on insurance policies with a view to being designated for the settlement of a claim ;
- (h) falsely represent to an insurer that he has been entrusted with the settlement of a claim ;
- (i) act or pretend to act on behalf of a principal without the latter's authorization ;
- (j) advise an insured or third party not to seek legal counsel ;
- (k) settle a claim with a person represented by legal counsel without the latter's consent ;
- (l) mislead an interested party in respect of the identity or interest of his principal or employer.

173. Every claims adjuster's certificate may be renewed upon its expiry if its holder still fulfills the conditions required for obtaining it and if he applies for the renewal thereof.

DIVISION III **EXAMINATIONS FOR THE OBTAINMENT OF** **AN INSURANCE AGENT'S CERTIFICATE**

174. Every applicant for an insurance agent's certificate must undergo a written examination relative to the category of certificate which he seeks, and obtain a minimum of 70%.

175. In case of failure, the applicant is entitled to re-write his examination after a waiting period of at least 30 days if he still complies with the other requirements.

176. In the case of a second failure, the application for a certificate is rejected and the applicant may submit a further application for an insurance agent's certificate only after a waiting period of 6 months.

177. The Superintendent shall fix the place, date, form and duration of the examinations.

178. The following diplomas and attestations of studies are accepted in lieu of the examination prescribed by the Act where they are relevant to the category of certificate applied for :

- (a) fellow of Canadian Institute of Actuaries (FCIA) ;
- (b) Chartered Life Underwriter (CLU) ;
- (c) fellow of the Life Management Institute (FLMI) ;
- (d) attestation of Studies of Life Underwriters Association Training Course (LUATC) ;
- (e) associate or fellow of the Insurance Institute of Canada ; and
- (f) attestation of studies for courses of the Insurance Brokers' Association of the Province of Québec.

DIVISION IV **EXAMINATIONS AND TRAINING REQUIRED** **TO ACT AS A CLAIMS ADJUSTER**

179. Any person who applies for a second class claims adjuster's certificate must take a written examination on the principles and the practice of insurance and obtain a minimum of 60% thereon.

180. The certificate of studies granted by the Insurance Institute of Canada sanctioning the programme of introduction to General Insurance as well as an attestation of having passed the examination sanctioning the course of the Insurance Institute of Canada entitled "Principles and the practice of insurance" are accepted in lieu of the examination prescribed in section 179.

181. Any person who applies for a first class claims adjuster's certificate must :

(a) have acted as a claims adjuster for at least 5 of the last 10 years preceding his application ;

(b) have taken the examination prescribed in section 183 or section 185 depending on the category for which he is applying for a certificate ; and

(c) have obtained a minimum of 60% on either examination.

182. Any person who, on 5 December 1979, on his own account who appraises damages arising out of an accident may obtain a first class claims adjuster's certificate limited to appraisal if he passes the examination prescribed in section 179 or holds a diploma or an attestation of studies prescribed in section 180.

183. The examinations prescribed for obtaining a first class general claims adjuster's certificate are on :

- (a) each of the following subjects :
- i. property insurance ;
 - ii. liability insurance ;
 - iii. automobile insurance ;
 - iv. the appraisal and settlement of claims (accidents) ;
- and
- v. insurance accounting and finance ;

(b) 6 of the 10 following subjects chosen by the candidate :

- i. the appraisal of injury claims ;
- ii. insurance on property commercial risks ;
- iii. insurance against theft and embezzlement ;
- iv. fire hazards ;
- v. fire prevention and protection ;
- vi. profit and loss insurance ;
- vii. appraisal of claims (property) ;

viii. accident coverage ;

ix. estimation of property damages ; or

x. estimation of automobile damages.

184. The diplomas of associate and fellow of the Insurance Institute of Canada and the bachelor of administration, insurance major, from Université Laval are accepted in lieu of the examinations prescribed in section 183.

185. The examinations prescribed for obtaining a first class claims adjuster's certificate limited to appraisal are on the following subjects :

(a) the estimation of property damages ; and

(b) the estimation of automobile damages.

An attestation of having passed the examinations dealing with the courses of the Insurance Institute of Canada entitled "Estimation of property damages" and "Estimation of automobile damages" are accepted in lieu of the examinations prescribed in the first paragraph.

186. If a candidate fails an examination prescribed by this Division, he is entitled to rewrite it after a waiting period of at least 30 days. In case of a second failure, a waiting period of 6 months is required before a candidate is eligible to rewrite the examination again.

DIVISION V

BOOKS, ACCOUNTS AND REGISTERS

187. Every person authorized to practise the profession of an insurance agent and who, in the course of his business, receives amounts on behalf of another person must keep a trust account for such amounts and for all disbursements chargeable thereto and keep a separate accounting thereof in a book reserved for such purpose.

188. Every first class claims adjuster who carries on his own business or every corporation of claims adjusters must :

(a) keep a trust account for all amounts received on behalf of other persons in the course of business and all disbursements chargeable thereto and keep a separate accounting thereof in a book reserved for such purpose ;

(b) keep a register and enter therein the main particulars of the claims entrusted to him ;

(c) keep the records for at least 3 years after the date of their closing.

DIVISION VI CLAIMS ADJUSTERS EMPLOYED BY AN INSURER

189. Every person who is employed by an insurer, in particular the head of the claims department, whose duty is to investigate a loss, assess damage arising from it or negotiate settlement of the claim, whether it be in person or through any means of communication, carries on the activities of a claims adjuster.

190. The persons contemplated in section 189 constitute a category of staff members of an insurer exempt from the obligation of obtaining a certificate provided that the insurer subscribes to the undertaking set forth in section 191 and furnishes to the Superintendent a list containing the information enabling to ascertain that each of them has the qualifications and the training required to carry on the claims adjuster's activities. The insurer must update such list every three months.

191. In order that the claims adjusters employed by him may constitute a category exempt from the obligation of obtaining a certificate, the insurer must bind himself to comply with the following conditions :

- (a) to employ only persons who have the qualifications required to apply for a certificate ;
- (b) not to employ a person who was refused a certificate or whose certificate is suspended or cancelled ;
- (c) provide the claims adjusters employed by him with a training equivalent to that which is required for obtaining the certificate necessary for the carrying out of the duties to which they are assigned ; and
- (d) cause the claims adjusters employed by him to comply with section 171.

192. Where an insurer fails to comply with his undertaking, such undertaking shall be revoked as well as the certificate exemptions granted to the adjusters employed by him.

The adjuster employed by an insurer who then applies for a certificate shall be exempt, in whole or in part, from the training periods and examinations required if he has the theoretical knowledge and practical experience required to obtain a certificate of the category and class for which he applies.

DIVISION VII SPECIAL BROKER

193. Every holder of a damage insurance agent's certificate with multiple representation or every insurance

broker who is a member of the Insurance Brokers' Association of the Province of Québec may apply for a special broker's certificate authorizing him to act as a special broker within the meaning of section 346 of the Act.

194. The applicant must furnish the Superintendent with the following information :

- (a) the reasons which prompt him to place risks with insurers who do not hold a licence in Québec ; and
- (b) the corporate name and head office of the insurers with which he will place risks.

195. Every application for a special broker's certificate must be accompanied with a statement of the financial situation of the applicant.

196. The applicant must deposit with the Minister of Finance an amount of 25 000 \$ as security for the carrying out of his obligations. Such deposit may be made in currency or be constituted of bonds or other securities issued or guaranteed by Québec, any other province of Canada, Canada, the United Kingdom, the United States of America, a state of that country, by any other country where the applicant carries out his activities or by any municipal or school corporation of Québec.

197. The holder of a special broker's certificate must keep a separate account of the insurances which he transacts in virtue of his certificate.

He must also keep a register of the insured persons' statements signed and dated, designating the property or other interest to be insured, identifying the place where they are located and indicating the amount of the insurance applied for as well as the insurers that refused the risks in question.

198. The holder of a special broker's certificate must file with the Superintendent, each month, a list of the risks placed in virtue of his certificate.

199. Subject to a maximum of one year, every certificate shall be valid for the period indicated thereon and it may be renewed where its holder still meets the conditions to obtain a certificate and applies therefor.

DIVISION VIII PROCEDURE TO BE FOLLOWED FOR THE SUSPENSION OR CANCELLATION OF THE CERTIFICATE

200. Before cancelling or suspending a certificate, the Superintendent must give the holder a prior notice of at least 10 days by registered or certified mail stating the rea-

sons therefor and indicating the date and place where the holder may be heard.

CHAPTER XII SUBSTITUTION OF LIFE INSURANCE POLICIES

201. It is the insurers' and insurance agents' duty to promote the keeping of life insurance contracts in force.

202. Unless in compliance with this Chapter, no person shall prompt an insured to cancel a life insurance contract, to allow one to expire or to abandon one in favour of another or a mutual fund for cash money, for a paid up or extended term insurance for any other consideration.

203. Before he causes an application for a life insurance contract to be completed, an insurance agent must inquire with the policy-holder about his insurance needs, in particular about the number of his dependents, his financial means, his personal and family obligations, his life insurance policies, their characteristics and the insurers that issued them.

204. The insurer must include on the application forms to be completed by the policy-holder a question requesting the list of all his life insurance contracts as well as the identification by the insurer's name and the policy number of every life insurance policy for which he intends to substitute another one.

205. After having established with the policy-holder the desirable modifications to his life insurance policies in force, the insurance agent must advise him to have them modified accordingly and the insurer that issued them must give effect to the request for modification unless its normal rules of practice do not allow it.

206. Where the policy-holder decides to cancel a life insurance policy in favour of another life insurance or a mutual fund for cash money, for a paid up or extended term insurance or for any other consideration, the person who prompted him to do so must inform him in writing of the advantages and disadvantages of the substitution as well as of all the other possible consequences.

207. The insurance agent must notify in writing the insurer with whom he anticipates placing the new policy of the policy-holder's intention to cancel a life insurance policy in force in favour of a new policy, of his reasons for doing so and of the respective characteristics of the 2 insurances. A copy of the notice must be forwarded to the policy-holder and to the other insurer.

At the time when he receives the notice from his agent, the insurer must ensure that he does not participate in a substitution in contravention of this Chapter.

208. Every insurer must inform the insurance agents recommended by him of their duties in respect of the substitution of life insurance policies.

209. Every person who fails to fulfill his duties in respect of the substitution of life insurance policies shall be liable for damage which may be caused thereby to the policy-holder, the insurer or the beneficiary.

CHAPTER XIII STANDARDS RELATING TO THE DISCLOSURE OF THE CONDITIONS OF INSURANCE CONTRACTS

DIVISION I INDIVIDUAL ACCIDENT OR SICKNESS INSURANCE CONTRACTS

210. This Division applies to every individual accident or sickness insurance contract issued after 20 January 1977.

211. In this Division, non-renewable insurance issued for a term of less than 6 months or in relation with a travel ticket, shall not be deemed individual accident or sickness insurance.

212. Every individual accident or sickness insurance policy restricted to specific risks, diseases or ailments must be accompanied by a warning.

213. A warning must also be attached to each individual accident or sickness insurance policy stipulating a benefit payable solely under one or several restrictive conditions other than a disease or ailment specifically designated in the policy, an inability to perform his duties or any occupation, a waiting period, a deductible, the payment of expenses by the insured as condition for repayment, the proportional rule or a limitation in the period for which benefits are payable, provided such period is not less than 3 months.

214. The warning must :

(a) bear, in prominent type, the heading : **WARNING : THE POLICY ATTACHED HERETO INCLUDES RESTRICTED BENEFITS ;**

(b) describe briefly and intelligibly the restrictions of the contract ;

(c) indicate the existence of any clause permitting the insured to cancel the contract without cost within a certain period or allowing the reimbursement of the premium ;

(d) point out the necessity of reading the policy ;

(e) point out that the warning is not part of the contract ; and

(f) restrict itself to that which is prescribed in this section.

DIVISION II

VARIABLE INSURANCE CONTRACTS

§1. General provisions

215. In this Division, unless the context indicates otherwise, the following expressions mean :

(a) “variable contract” : a life insurance contract whose reserve varies according to the market value of a separate fund and any clause of a life insurance stipulating that the dividends or amounts due under the policy may be kept to be invested into such fund ;

(b) “separate fund” : a specified group of assets maintained in a group which is separate from the other property of the insurer and used only to meet the liabilities of such insurer arising from a variable contract.

216. Subject to the Securities Act (R.S.Q., c.V-1), and its regulations, every issuance of a variable contract by an insurer must be accompanied by an information folder which complies with this Division except in the case of a group type variable contract.

§2. Filing with the Superintendent

217. Every insurer who intends to issue variable contracts must, at least 30 days in advance, file with the Superintendent the forms and other documents evidencing the variable contract and a copy of the information folder.

218. A new information folder must be filed with the Superintendent 1 year and 1 month following the date of filing of the latest folder or 18 months following the date as of which the list of the investments of the assets of the separate fund was made up whichever is the earlier.

219. If an important or a material change in any fact contained in an information folder of an insurer occurs,

the latter must file a new folder with the Superintendent, unless the change is a modification in the investments of the assets of the separate fund.

§3. Information folder

220. Before an insurance application respecting a variable contract is signed, the insurer must deliver a copy of the latest information folder to the policy-holder.

In the case of a life insurance stipulating that the policy-holder, the insured or the beneficiary may agree that the dividends or amounts due under the policy be retained to be invested in a separate fund, the insurer must give a copy of the information folder to the policy-holder, the insured or beneficiary before he exercises the right of option.

221. The insurer must obtain from the policy-holder, the insured or beneficiary of a variable contract, as the case may be, a written receipt of the information folder.

222. The information folder must contain a brief description of the provisions of the variable contract indicating in particular :

(a) the benefits which are fixed under the variable contract and those which vary with the market value of the assets of the separate fund supporting them ;

(b) the percentage of the premium used to provide benefits related to the market value of the assets of the separate fund, when the variable contract so stipulates ;

(c) the method used to determine benefits related to the market value of the assets of the separate fund and the surrender value relating thereto ;

(d) the amounts kept by the insurer in the case of surrender of the variable contract, clearly stated and expressed in dollars and cents or as a percentage of premiums as of the end of the first, second and fifth years of the duration of the variable contract ;

(e) the provisions respecting surrender, loan, non-forfeiture and other rights of the policy-holder, insurer or beneficiary ; and

(f) the insured position as regards income tax.

223. The information folder must contain a brief description of the separate fund and of its operation, in particular :

(a) the method of valuation of the assets of the separate fund ;

(b) the amounts to be deducted from the separate fund to cover income tax, management expenses or other expenses effectively charged, the maximum management expenses being expressed as a percentage of the net assets of the separate fund, and all other expenses which may be deducted from the separate fund under the variable contract, or the way to determine them ;

(c) the method of determining the value of the units to be credited to the contract or surrendered under the contract or to calculate the benefits ; and

(d) the objectives of the insurer's investment policy in respect of the separate fund.

224. The information folder must contain statements, as of a date not later than 31 December of the year preceding the filing of the folder with the Superintendent and giving :

(a) the name of each of the securities held, their class or designation, the number of shares of each class or total par value of each class of other securities held and the market value of each class of securities held and the method of computation of the market value of each of these classes ;

(b) the list of debts secured by real estate, when in total they constitute more than 15% of the market value of the fund, the provinces in which such real estate is situated and its classification, the value of each of these debts and the rate of interest each bears and the rate of interest used to determine its market value ;

(c) the summary list of the real estate held, when in total it constitutes more than 15% of the market value of the fund, the municipalities in which it is situated and its classification, the market value of each and the name of the chartered assessor who has assessed it ;

(d) the value of the net assets of the separate fund and of each unit at the end of each of the 5 preceding years.

225. The information folder must notify the policy-holder that such folder is not part of the insurance contract.

§4. Forms and other documents

226. The forms and the other documents evidencing the variable contract must :

(a) contain in bold print a warning that the contract includes benefits which vary ;

(b) specify the nature of the benefits under the variable contract and indicate which of them are fixed and which

vary with the market value of the assets of the separate fund relating to them ;

(c) establish the method used to determine the benefits related to the market value of the assets of the separate fund, the surrender value related thereto and, where provision is made in the contract for part of the premium to be used to provide benefits related to the market value of the assets of the separate fund, the percentage of the premium so allocated ;

(d) establish intervals, at least monthly, at which the insurer must value the assets of the separate fund and at which the benefits related thereto may be determined ; and

(e) establish the amounts to be deducted from the separate fund to cover income tax, management and other expenses, or the manner in which to determine them.

227. No insurer or insurance agent shall give any undertaking or make any promises as to the future value of the separate fund, to its rate of growth or to the future value of the benefits related thereto.

228. Any illustration of the growth rates of the separate fund must be based upon clearly expressed assumptions and shall state that any part of the premium or other amount that is allocated to the separate fund is invested at the risk of the policy-holder and may increase or decrease in value according to the fluctuations in the market value of the assets in the separate fund.

The assumptions used must be based on realistic perspectives account taken of the past experience of the fund or of another fund of the same kind.

229. Where an illustration of the growth rates of the separate fund is based upon the past growth rate of the fund, of another similar fund or of one or several indices, it must also be made clear that such past results must not be construed as being indicative of the future growth rate of the fund.

§5. Annual statement given to the policy-holder

230. The insurer must, at least once a year, provide a statement to the policy-holder, insured or beneficiary, as the case may be, indicating :

(a) the amount allocated to the separate fund for the period covered by the statement, where applicable ;

(b) the value of the benefits related to the market value of the assets of the separate fund at the end of the period covered by the statement ;

(c) a statement containing the information required by section 224, with the exception of paragraph d, and the

amount of the charges or percentage rate of charges deducted from the separate fund for income tax, management or other expenses, but excluding commissions, brokerage fees, transfer taxes and other expenses normally added to the cost of investments acquired or deducted from the proceeds of investments sold ; and

(d) changes in the investment policy of the separate fund, where applicable.

CHAPTER XIV

STANDARDS RELATING TO THE DISCLOSURE OF CONDITIONS OF INSURANCE CONTRACTS IN GENERAL ADVERTISEMENT

DIVISION I

GENERAL PROVISIONS

231. In this Chapter, unless the context indicates otherwise, "advertisement" means :

(a) all printed documents, descriptive literature of an insurer printed and published in newspapers or magazines and all radio or television messages ;

(b) illustrations, circulars, memoranda, booklets and form letters of all kinds including forwarding and return envelopes or forwarding and return cards mailed by an insurer as mass advertisement to the public without solicitation ; and

(c) brochures, folders or other advertising documents displayed by an insurer in stores, booths and other public places for distribution to the public.

232. This Chapter applies to all advertisements promoting subscription to life insurance or accident or sickness insurance distributed by an insurer or, to the extent to which he is responsible thereof, by an insurance agent.

233. The words or sentences regarding insurance must be explained in the advertisement.

Expressions commonly used in variable insurance contracts must be reserved for advertisement respecting such contracts.

234. All information given in written advertisements must be clearly shown and correspond with the statements relating thereto or be grouped under appropriate headings so that the advertisement conform to reality and the text of the advertisement be comprehensible and coherent.

DIVISION II

ADVERTISEMENTS RESPECTING PROVISIONS OF THE CONTRACT

235. Except if such is really the case, the advertisement must not mention or lead to believe that the insurance offered constitutes an initial or special coverage and that the policy-holder may benefit from certain additional advantages if he avails himself thereof, or that the insurance thus offered is limited to a specified group of persons.

236. When the premiums exigible for insurance are not level, the advertisement must clearly state the circumstances and the terms and conditions of the modifications of which they are the object.

237. When the advertisement sets forth the premium, the policy-holder must be able to determine the exigibility and the amount thereof.

The advertisement must not advertise an inducement premium, other than a provisional premium based on actuarial data.

The insurer may, however, offer term protection before the due date of the first premium.

238. The advertisement must not exaggerate the extent of the coverage offered by an insurance contract or minimize the cost thereof.

239. The advertisement must disclose the exclusions likely to change the main provisions of the contract, if, in the absence of such disclosure, the advertisement may be interpreted differently.

240. When the advertisement mentions the cost of the premium, the nature of the coverage, the benefits payable or any other advantage attached to the contract or to one of its clauses, it must also list immediately after, on the same page and in the same type letters, the limitations, exceptions or reductions which affect the nature of the coverage by clearly identifying them as such.

241. When the advertisement stipulates that no medical examination is required, it must specify whether such stipulation applies only for the insurance application or if it also applies to the payment of benefits. In addition, the advertisement must specify for how long after the date of the coming into force of the policy the claims attributable to pre-existing conditions shall not be covered.

242. An advertisement which states a term or age as a condition of the validity of the policy must disclose any

modification to the coverage or the premium resulting therefrom.

243. An advertisement which refers to renewal, cancellation or termination of a contract must disclose the provisions of the contract which are related thereto.

244. The advertisement must not include statements likely to mislead as to the waiting period, or lead to believe that the benefits may be greater than those provided for in the contract.

245. Only an insurer capable of issuing a policy within a reasonable period of time or of protecting the insured immediately by means of a document returned following receipt of the application form may state or suggest in an advertisement that the insurance is immediate.

246. A mention in an advertisement of a right of free examination of the policy or offer of a premium refund is prohibited unless these are expressly provided for in the policy.

DIVISION III TESTIMONIALS

247. Testimonials used in advertisements must be of a general nature, be authentic and express the current opinion of the author at that time.

Where a testimonial or a recommendation is paid for directly or indirectly by the insurer, or someone on his behalf, the advertisement shall so state.

When using a testimonial, the insurer shall be deemed to assume as its own all of the statements contained therein.

DIVISION IV STATISTICAL INFORMATION

248. An advertisement referring to the amounts of the benefits paid, the number of persons insured or other statistical information respecting an insurer or an insurance contract must not be used in any way that is misleading to the public.

249. The source of statistics used for advertising must be clearly identified.

DIVISION V IDENTITY OF THE INSURER

250. An advertisement must establish the real identity of the insurer and must not mention any device which is

misleading in relation to a trade name, service mark, slogan or symbol.

251. The insurer's corporate name must be printed in full and must be prominently shown on the accompanying application for insurance.

252. Any advertisement relating to the insurer's assets, corporate structure, financial standing, age or relative importance in the insurance industry must comply with the facts disclosed in its last annual statement.

253. An advertisement must not, directly or indirectly, criticize the contracts, services or methods of its competitors.

CHAPTER XV GROUP INSURANCE OF PERSONS

DIVISION I APPLICATION

254. This Chapter applies to every group insurance contract issued or renewed after 20 January 1977.

DIVISION II CONDITIONS APPLICABLE TO GROUP LIFE INSURANCE CONTRACTS

§1. Specified group

255. A group life insurance contract must be issued only to cover a specified group of persons.

256. A specified group may be composed of a group of employees of one or several employers, a group of persons of the same profession, members of a savings and credit union or a body incorporated for a specific purpose other than the subscription to life insurance.

257. A body incorporated for a specific purpose other than the subscription to life insurance must have existed for at least 1 year at the time of the application for insurance, require an annual assessment from its members and hold annual meetings during which are elected directors.

§2. Policy-holder

258. The policy-holder of a group life insurance contract must be able to provide for the management of the master policy and for the collection and remittance of premiums.

259. An insurer must not pay compensation to the policy-holder of a group life insurance contract, his representative or a person insured under a master policy for the solicitation or negotiation of insurance, or reimburse any part of the expenses incurred for the collection of premiums in excess of 5% of the premiums collected from participants.

§3. Benefits

260. The group life insurance contract may contain several classes and, without being discriminatory, establish benefits according to income, age, the number of dependants or the years of service of the participants or a combination of these criteria.

§4. Conversion right

261. Every group life insurance contract must give to the participant who is struck off the insurance before 65 years of age because of the termination of his employment or his affiliation with a group has the right to convert all or part of his life insurance, with the exception of disability coverage, into individual life insurance within the 31 days following his striking off without having to provide evidence of insurability.

262. The insurer must allow the participant to select an individual contract with coverage comparable to that which the master policy offers him when he leaves the group but for a term of one year only and convertible at the end of the year into a contract with coverage comparable, both as to amount and term, to that which the master policy offers. The insurer may, instead, offer a contract with comparable coverage, both as to amount and term, provided that the first year premium be that of a one year term insurance.

The insurer may also allow the participant to select any other type of individual contract it may offer.

263. The insurer who does not transact individual contracts with coverage comparable to that which is offered in the master policy is deemed to offer :

(a) coverage comparable to a survivor income benefit when it offers a family income term insurance providing for monthly payments the amount of which is that of the first monthly survivor income benefit which would have been paid if the participant had died on the date of termination of his group insurance and for the period remaining to the participant's 65th birthday, subject to a minimum of 10 years, where the survivor income benefit would have been paid to a spouse, or for the period remaining to the 18th birthday of the youngest of the children eligible where

the survivor income benefit would have been paid to a child ;

(b) comparable coverage guaranteeing in the other cases to the participant up to his 65th birthday uniform protection whose value represents the actuarial equivalent of the amounts stipulated in the master policy.

264. The insurer may limit the amount of the insurance liable to conversion to the lesser of either 200 000 \$ or the difference between the current amount of life insurance for the participant under the master policy and the amount of insurance stipulated in another master policy for which the participant has become eligible at the time of exercising his right to convert.

In the purposes of the first paragraph, a survivor income benefit may be capitalized according to actuarial methods.

265. The premiums of every individual life insurance contract resulting from a conversion must be level for the duration of the coverage except that of the first year where applicable, and established according to the attained age in accordance with the rate prescribed for standard risks and applicable at the time of conversion.

However, the insurer may apply to the participant subject to an extra premium before the conversion of his group insurance, a corresponding increase when establishing the premium for the individual insurance resulting from the conversion.

266. The insurer must allow the participant who subscribes to an individual insurance under the conditions prescribed in section 262 to pay the first year premium quarterly.

267. A group life insurance contract must give to a participant who has completed at least 5 years of insurance, the right to convert his life insurance, with the exception of disability coverage, into individual life insurance within 31 days of the termination of the master policy if such contract is not replaced or the replacement contract prescribes an amount of insurance less than the one granted by the right of conversion.

In such a case, the insured is not required to provide evidence of insurability and the insurer must apply sections 262 to 266. The amount of insurance submitted to the right of conversion must not be less than the lesser of 5 000 \$ or 25% of the participant's life insurance at the time that the master policy ends.

§5. Rights of the participant upon the expiry of the master policy

268. In this Subdivision, 2 provisions shall be comparable where they both obtain the same coverage. However, differences, in particular between their amount, the amount of the premiums waived or the conditions of eligibility shall not prevent the provisions from being comparable.

269. Every group life insurance contract must stipulate that its expiry or that of one of its provisions shall not be opposable to any claim based on an event covered at the time of its occurrence or upon a death resulting from disability covered at the time of its occurrence in the case of a disability provided for in a provision for waiver of premiums or the payment of the amount insured.

However, the insurer is not liable for the recurrence of the disabling affliction following the expiry of the provision if the insured is no longer disabled after more than 90 days and, in all cases, the provision shall terminate as soon as the person becomes covered by another insurer under a master policy comprising comparable provisions.

270. When a provision which has terminated is replaced within 31 days by a comparable provision covering the same group in whole or in part, the group life insurance contract must stipulate that the persons insured under the former provision are covered, *pleno jure*, by the new, upon the termination of the former, if the termination of their insurance is exclusively attributable to the termination of the former provision and if they belong to a category covered by the new provision.

It is specified that every person insured under the former provision may not be excluded from the new nor be denied benefits because the person is not actively at work on the effective date of the new provision.

271. A disabling affliction under the former provision according to section 269 shall not be covered by the new insurer unless it has been declared more than 6 months after its occurrence.

However, the former provision shall terminate and the new shall start as soon as the insured shall count, following the termination of the former provision, 30 days of work on a full time basis in the duties of a class covered by the new provision and that he is again suffering from a disability recognized by the new provision, within 90 days of the termination of the first disability. Where the disability is subject to the new provision at more restrictive conditions, the new insurer shall not take account of any disability period which has elapsed during the effect of the former provision.

The insured is exempt from any waiting period under the new provision if the new period of disability is attributable to the same causes or to causes related to those which gave rise to benefits under the former provision and if less than 90 days have elapsed between the due date of the last benefit or the last premium for which there was waiver and the beginning of the new disability period.

DIVISION III
CONDITIONS APPLICABLE TO GROUP
SICKNESS OR ACCIDENT INSURANCE
CONTRACTS

272. In this Division, 2 provisions shall be comparable where both offer the same coverage. However, differences, in particular between their amount, the amount of the premiums waived or the conditions of eligibility shall not prevent the provisions from being comparable.

273. Every group sickness or accident insurance contract must stipulate that its expiry or that of one of its provisions shall not be opposable to any claim based on death or mutilation as a result of an accident or a sickness contracted during the effect of the provision and that the insurer shall remain liable for the loss of time benefit for a disability which is still lasting after the expiry of the provision.

However, the insurer is not liable for the recurrence of the disabling affliction following the expiry of the provision if the insured is no longer disabled after more than 90 days, and, in all cases, the provision terminates as soon as the person becomes covered by another insurer under a master policy comprising comparable provisions.

274. Where a provision which has terminated is replaced within 31 days by a comparable provision covering the same group in whole or in part, the group sickness or accident insurance contract must stipulate that the persons insured under the former provision are covered, *pleno jure*, by the new, upon the termination of the former, if the termination of their insurance is exclusively attributable to the termination of the former provision and if they belong to a category covered by the new provision.

It is specified that every person insured under the former provision may not be excluded from the new or be denied benefits solely because of a pre-existing condition limitation which was not applicable under the former or because the person was not actively at work on the effective date of the new provision.

275. A death or mutilation under the former provision according to section 273 shall not be covered by the new insurer.

However, the former provision shall terminate and the new shall start as soon as the insured shall count, following the termination of the former provision, 30 days of work on a full time basis in duties of a class covered by the new provision.

276. A disabling affliction under the former provision according to section 273 shall not be covered by the new insurer unless it has been declared more than 6 months after its occurrence.

However, the former provision shall terminate and the new shall start as soon as the insured shall count, following the termination of the former provision, 30 days of work on a full time basis in the duties of a class covered by the new provision and that he is again suffering from a disability recognized by the new provision, within 90 days of the termination of the first disability. Where the disability is subject within the meaning of the new provision to more restrictive conditions, the new insurer shall not take account of any disability period which has elapsed during the effect of the former provision.

The insured is exempt from any waiting period under the new provision if the new period of disability is attributable to the same causes or to causes related to those which gave rise to benefits under the former provision and if less than 90 days have elapsed between the due date of the last benefit and the beginning of the new disability period.

277. Where a group sickness or accident insurance contract stipulates coverage against specific risks attached to a specified activity, the insurer need not deliver to the policy-holder the certificate of insurance for distribution to participants.

DIVISION IV **GROUP INSURANCE CONTRACTS ON THE** **LIFE OR HEALTH OF DEBTORS AND** **DEPOSITORS**

278. Subject to this Division, any creditor may underwrite a group insurance contract on the life or health of his debtors producing effects up to the amounts loaned by him.

279. A group insurance contract on the life or health of debtors shall only be issued if the policy-holder shows that he is in fact a creditor.

280. Subject to this Division, any bank, savings and credit union, trust company, investment company, mutual fund company or any other corporation carrying on similar activities may take out a group insurance contract on the life of the depositors producing effects up to the amounts deposited or invested with the policy-holder or to the amount to be deposited or invested with the latter to complete a savings or investment plan.

281. Any form used in the policy-holder's business and comprising an application for insurance shall constitute an enrollment form.

282. In group insurance on the life or health of debtors and on the life of depositors, the enrollment form shall indicate the charges, where applicable, to be levied to pay the whole or part of the cost of life insurance and sickness or accident insurance.

All questions or limitations respecting the state of health in relation to a condition of eligibility shall be clearly specified in the enrollment form.

The policy-holder shall, at the time of signing, remit a copy of the enrollment form to the participant, duly completed and signed by him.

283. Section 282 shall not apply to contracts of insurance on the life or health of debtors and on the life of depositors covering borrowers and depositors of savings and credit unions.

284. The amount payable by virtue of any group life or health insurance contract of debtors is limited, when the debt is repayable in equal instalments to the net debt at the time of death of the debtor.

For the purposes of this section, the words "net debt" mean the amount of the original loan, with the exception of the credit charges, increased by part of the cost of borrowing accrued up to the time of death, and decreased by the payments made by the debtor.

285. Notwithstanding section 284, a group life insurance contract of debtors covering loans or commitments of credit to farmers or fishermen may, when they do not exceed 1 year in duration, provide an amount equal to the amount of the loan or credit commitment on a non-decreasing or fixed term contract.

286. The group life insurance contract of debtors and all documents remitted to the debtor must clearly indicate the amount of the benefits payable or the manner of determining it.

287. The amount payable at the death of the participant under a group life insurance contract of depositors shall not be in excess of the largest of :

(a) the balance on deposit or the amount invested with the policy-holder of the master policy ;

(b) the amount to be deposited or invested to complete the savings or investment plan ;

(c) the amount determined or to be determined, payable at maturity, in the case of a savings or investment plan containing an undertaking to pay such capital in cash on a fixed date or date to be determined ; or

(d) an amount of 10 000 \$ in the case of insurance issued to savings and credit unions.

288. When the debtor is responsible for insurance expenses, the master policy must establish the premium payable by the debtor. This premium must not be greater than that which the creditor actually pays the insurer.

289. The master policy shall also stipulate that all insurance premiums collected from the debtor by the creditor shall be promptly remitted to the insurer.

290. No experience rating refund or dividend shall be directly or indirectly paid to the policy-holder of a group life or health insurance contract of debtors except under master policies where the premium is paid wholly by the creditor without a specific charge to the debtor for insurance being required.

291. The master policy may, however, provide that experience rating refunds or dividends are payable retroactively to the participants, are applied to reduce premiums or are set aside as a reserve to be held by the insurer for the purpose of reducing future premiums.

The insurer may not, directly or indirectly, pay to the policy-holder reserved refunds or dividends for the term of the contract or after its expiry.

292. No insurer shall pay compensation to the policy-holder of a group life or health insurance contract of debtors and depositors, his representative or a person insured under the master policy for the solicitation or negotiation of insurance, or repay expenses incurred for the collection

of premiums in excess of 5% of the premiums collected from participants.

However, the master policy may provide that the insurer is authorized to repay the policy-holder for administration expenses incurred provided such expenses are in relation to the services rendered.

293. In group life or health insurance of debtors, administration expenses may not be calculated as a percentage of the premium or otherwise related to the latter with the exception of the expenses incurred for the collection of premiums.

294. Every group life or health insurance contract of debtors must provide that the creditor may not act on behalf of the insurer in settling claims.

However, the master policy or a separate agreement may prescribe that the persons in the employment of the creditor and assigned to the settlement of claims, if they are not directly involved in loan transactions, shall be authorized to make payment of claims, subject to review and audit by the insurer, and that such agreement does not relieve the latter from his responsibility for the administration and settlement of claims.

CHAPTER XVI TARIFF OF DUES AND FEES

295. Every cheque or money in payment of the dues prescribed in this Chapter shall be forwarded to the Superintendent at the same time as every application related thereto and be made payable to the Minister of Finance.

DIVISION I INCORPORATION OF INSURANCE COMPANIES OR MUTUAL ASSOCIATIONS

296. The dues for the incorporation of an insurance company shall be those of the tariff of duties exigible under the Companies Act (R.S.Q., c. C-38).

297. The dues for the issuance of supplementary letters patent to an insurance company shall be those of the tariff of duties exigible under the Companies Act.

298. The dues for the formation of a mutual association shall be 200 \$.

299. For the issuance of an insurance company licence or renewal of such licence, the dues shall be 350 \$.

300. For the issuance of a mutual life insurance company licence or renewal of such licence, the dues shall be 350 \$.

301. For the issuance of a fire insurance mutual association licence or renewal of the latter, the dues shall be 75 \$.

302. For the issuance of a mutual company of insurance against fire, lightning and wind licence or the renewal of such licence, the dues shall be 75 \$.

303. For the issuance of a mutual benefit association, funeral insurance company or pension fund corporation licence or for the renewal of such licence, the dues shall be as follows :

- (a) assets under 100 000 \$ 75 \$;
- (b) assets of 100 000 \$ to 1 000 000 \$ 150 ;
- (c) assets over 1 000 000 \$ 300 .

304. The fees exigible to change the classes of insurance the practice of which is authorized by the insurer's licence shall be 50 \$.

305. For the issuance to a natural person of an insurance agent's certificate, or the renewal of such certificate, the dues shall be as follows :

- (a) life insurance 20 \$;
- (b) accident or sickness insurance 20 ;
- (c) life insurance and accident or sickness insurance 40 ;
- (d) damage insurance 40 ;
- (e) ocean marine insurance 40 ;
- (f) accident insurance 15 ;
- (g) travel insurance 15 .

306. For the issuance to a corporation of an insurance agent's certificate, or the renewal of such certificate, the dues shall be 80 \$ for each category.

307. For all categories of insurance agent's certificates, the examination fees shall be 20 \$.

308. The fees exigible for any change in an insurer's recommendation or for the reinstatement of an insurance agent's certificate shall be 10 \$.

309. For the issuance of a special broker's certificate or for the renewal of such certificate the dues shall be 80 \$.

310. For the issuance of a claims adjusters' certificate to a natural person or for the renewal of such certificate the dues shall be 40 \$.

311. For the issuance of a claims adjusters' certificate to a corporation or for the renewal of such certificate, the dues shall be 80 \$.

312. For any examination required of a person in order to act as a claims adjuster, the dues are 20 \$.

313. The fees exigible for the correction of a claim adjusters' certificate shall be 10 \$ per correction.

314. The fees exigible for the examination of a petition for exemption of deposit by an insurer shall be 100 \$.

315. The fees exigible for the examination of the documents required for the initial application for an insurer's licence shall be 200 \$.

316. The fees exigible for any change in the appointment of a representative in Québec or proxy shall be 50 \$.

317. The fees exigible for every certified copy of an insurer's licence or an appointment of a representative for Québec or proxy shall be 20 \$.

318. The fees exigible for every attestation of documents by the Superintendent shall be 20 \$.

319. The fees exigible for every certified copy of an insurance agent's certificate or a claim adjusters' certificate or for every attestation of such certificate shall be 10 \$.

320. The fees exigible for every copy or extract of documents filed with the Superintendent shall be 2 \$ per page or part of a page.

SCHEDULE 1

(s. 51)

SUBSCRIPTION NOTE

In consideration of the undertaking evidenced by policy number (number of policy) of (name of the mutual association) to indemnify (insured's name) up to (amount of insurance)\$ or, in liability insurance, to indemnify third persons, on behalf of the insured person if liable up to an amount of (limit per event) in the case of a risk insured for the period starting on (date of the coming into force of the insurance) and ending on (the last day on which the insurance is in force), I (insured's name) promise to pay upon request, to the order of (name of the mutual association), at its head office at (locality of head office), the sum of (amount of subscription note)\$, in accordance with the assessments fixed for the claims and expenses of the mutual association.

.....
(date)

.....
(signature of insured)

O.C. 3179-76, (1976) 108 O.G.II, 5943
 O.C. 980-80, (1980) 112 G.O.II, 1649, 1656
 O.C. 1138-80, (1980) 112 G.O.II, 1839
 O.C. 1350-80, (1980) 112 G.O.II, 2005
 O.C. 2306-81, (1981) 113 G.O.II, 3095



c. A-33, r.1

**Règlement sur les affaires du Bureau et
les assemblées générales de l'Ordre des
audioprothésistes du Québec**

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, ss. 93 and 94, par. *a* and *k*)

See French Edition



c. A-33, r.2

Code of ethics of hearing-aid acousticians

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 87)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “Order” : the Ordre des audioprothésistes du Québec ;

(b) “hearing-aid acoustician” : whoever is entered on the roll of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

2.01. Unless he has sound reasons to the contrary, a hearing-aid acoustician must support every measure likely to improve the quality and availability of professional services in the field in which he practices.

2.02. In the practice of his profession, a hearing-aid acoustician must bear in mind the general effect his research and work may have on society.

2.03. A hearing-aid acoustician must promote measures of education and information in the field in which he practises. In the practice of his profession, he must also, unless he has sound reasons to the contrary, do what is required to ensure such education and information.

DIVISION III DUTIES AND OBLIGATIONS TOWARDS PATIENTS

§1. General provisions

3.01.01. Before rendering any professional service, a hearing-aid acoustician must bear in mind the extent of his

proficiency, knowledge and the means at his disposal. He must not, in particular, undertake work for which he is not sufficiently prepared without obtaining the necessary assistance.

3.01.02. A hearing-aid acoustician must at all times acknowledge his patient's right to consult another hearing-aid acoustician, a member of another professional corporation or any other competent person.

3.01.03. A hearing-aid acoustician must not practise under conditions or in situations likely to impair the quality of his services.

3.01.04. Except for research work carried out in a reputable scientific milieu, a hearing-aid acoustician must practise his profession following the generally accepted principles of hearing-aid acoustics. He must never use an insufficiently proven technique for fitting a hearing-aid.

3.01.05. A hearing acoustician must seek to establish a relationship of mutual trust between himself and his patient. He must, therefore :

(a) refrain from practising his profession in an impersonal manner ;

(b) conduct his interviews so as to respect the scale of values and the personal convictions of his patient, where made aware of them by the latter.

3.01.06. A hearing-aid acoustician must not interfere in the personal affairs of his patient in matters that do not fall within the generally recognized competence of the profession so as not to unduly restrict his patient's autonomy.

§2. Integrity

3.02.01. A hearing-aid acoustician must discharge his professional duties towards his patient with integrity.

3.02.02. A hearing-aid acoustician must avoid any misrepresentation with respect to his level or competence or the efficiency of his own services and of those generally provided by the members of his profession. If the good of the patient so requires he must, with the latter's authorization, consult another hearing-aid acoustician, a member of another professional corporation or another competent person, or refer him to one of these persons.

3.02.03. A hearing-aid acoustician must set out in a complete and objective manner to his patient the nature and scope of the problem as he sees it on the basis of the facts brought to his knowledge.

3.02.04. A hearing-aid acoustician must inform his patient as early as possible of the nature of the professional services required and the procedure to be followed and obtain his consent thereto.

3.02.05. A hearing-aid acoustician must refrain from expressing an opinion or giving advice that is contradictory or incomplete. To this end, he must endeavour to have full knowledge of the facts before expressing an opinion or giving notice.

3.02.06. A hearing-aid acoustician must take reasonable care of a hearing-aid entrusted to him by a patient and he may not lend it or use it for purposes other than those for which it was entrusted to him.

3.02.07. A hearing-aid acoustician must inform a patient of any illegal act likely to benefit that patient of which he has become aware while rendering a professional service.

§3. Availability and diligence

3.03.01. A hearing-aid acoustician must display reasonable availability and diligence in the practice of this profession.

3.03.02. In addition to opinion and counsel, a hearing-aid acoustician must provide his patient with any explanation necessary to the understanding and evaluation of the services rendered to him, and, where applicable, he must give a true description of the characteristics of any hearing-aid he supplies.

3.03.03. A hearing-aid acoustician must give an account of his patient's file when so requested by the latter.

3.03.04. A hearing-aid acoustician must be objective and impartial when persons other than his patients ask him for information.

3.03.05. Unless he has sound and reasonable grounds to the contrary, a hearing-aid acoustician may not cease to act for the account of a patient. The following shall, in particular, constitute sound and reasonable grounds :

(a) loss of the patient's confidence ;

(b) the fact that the hearing-aid acoustician is in a situation of conflict of interest or in a context whereby his professional independence could be called into question ;

(c) the fact of being incited by the patient to perform illegal, unfair or fraudulent acts.

3.03.06. Before he ceases to exercise his functions for the account of a patient, a hearing-aid acoustician must forward an advance notice of withdrawal within a reasonable time and ensure, as far as possible, that such termination of service is not prejudicial to his patient.

§4. Liability

3.04.01. A hearing-aid acoustician must, in the practice of his profession, completely bind his personal civil liability. He is thus prohibited from entering in a contract of professional services a clause directly or indirectly excluding, in whole or in part, the said liability.

§5. Independence and impartiality

3.05.01. A hearing-aid acoustician must subordinate his personal interest to that of his patient.

3.05.02. A hearing-aid acoustician must ignore any intervention by a third party which could influence the performance of his professional duties to the detriment of his patient.

3.05.03. A hearing-aid acoustician must safeguard his professional independence at all times and avoid any situation in which he would be in conflict of interest. Without restricting the generality of the foregoing, a hearing-aid acoustician is in conflict of interest when the interests in question are such that he might tend to favour certain of them over those of his patient or whereby his judgment and loyalty towards the latter may be unfavourably affected.

Despite the first paragraph, a hearing-aid acoustician does not put himself in a conflict of interest situation in establishing a system of appointment reminders for his patients to avoid their wearing hearing-aids that are inadequate or incorrectly adjusted.

3.05.04. As soon as he ascertains that he is in a conflict of interest situation, a hearing-aid acoustician must notify his patient thereof and ask him for authorization to continue his professional services.

3.05.05. A hearing-aid acoustician must refrain from sharing his income, profits or fees with any person who is not a member of the Order, or from giving them to such person.

3.05.06. In the practice of his profession, or in anticipation of that practice, a hearing-aid acoustician may not enter into a contract with a manufacturer, distributor or wholesaler of hearing-aids to pay a debt with a sum of money calculated on a percentage or any other basis of the whole or a part of his gross revenue, net revenue, profits or fees.

3.05.07. In the practice of his profession, or in anticipation of that practice, a hearing-aid acoustician may not enter into a contract that would limit or control the manner in which he runs his consulting-room or practises his profession. Thus he must never contract to :

- (a) limit or control his office hours ;
- (b) use a form of advertising contrary to the Professional Code (R.S.Q., c. C-26), the Hearing-aid Acousticians Act (R.S.Q., c. A-33) or any regulation pursuant thereto ;
- (c) exclude certain types or brands of hearing-aid from those he offers to the public ;
- (d) limit his freedom to buy and sell ;
- (e) determine or restrict the professional services he may offer the public.

3.05.08. A hearing-aid acoustician may share his fees with another hearing-aid acoustician only to the extent that such sharing corresponds to a distribution of services and responsibilities.

3.05.09. Despite sections 3.05.05 and 3.05.06, a hearing-aid acoustician may pay another hearing-aid acoustician or a trainee hearing-aid acoustician on the basis of a percentage of the whole or a part of his gross revenue, net revenue, profits or fees.

3.05.10. A hearing-aid acoustician must not receive, other than the remuneration to which he is entitled, any benefit, allowance or commission relative to the practice of his profession. Nor shall he pay, offer to pay or undertake to pay such benefit, allowance or commission.

3.05.11. For a given service, a hearing-aid acoustician must only accept fees from one source, unless explicitly agreed otherwise by all the parties concerned. He shall accept payment of these fees only from his patient or the latter's representative.

§6. Professional secrecy

3.06.01. A hearing-aid acoustician must respect the secrecy of all confidential information acquired in the practice of his profession.

3.06.02. A hearing-aid acoustician may be released from professional secrecy only upon the authorization of his patient or when so ordered by law.

3.06.03. When a hearing-aid acoustician asks a patient to give him confidential information or when he allows such information to be given to him, he must ensure that the patient is fully aware of the purpose of the interview and of the various uses which might be made of such information.

3.06.04. A hearing-aid acoustician must not disclose the fact that his services have been required by a person if such disclosure could cause prejudice to that person.

3.06.05. A hearing-aid acoustician must avoid indiscreet conversations concerning a patient and the services rendered him.

3.06.06. A hearing-aid acoustician must not make use of confidential information which could be prejudicial to a patient or with a view to obtaining a direct or indirect benefit for himself or for another.

§7. Accessibility of records

3.07.01. A hearing-aid acoustician must respect the right of his patient to consult the documents that concern him in any record made in his regard and to obtain a copy of such documents.

However, when the hearing-aid acoustician has documents of a third person in his records, he cannot allow his patient to consult such documents without the authorization of the third person. However, such authorization is not required if it is a matter of certifying the necessity of a hearing-aid.

§8. Determination and payment of fees

3.08.01. A hearing-aid acoustician must charge fair and reasonable fees.

3.08.02. Fees are fair and reasonable if they are warranted by the circumstances and in proportion to the services rendered. A hearing-aid acoustician must, in particular, take the following factors into account when determining his fees :

- (a) the time spent in carrying out the professional service ;
- (b) the complexity and extent of the service ;
- (c) the performance of unusual services or services requiring exceptional competence or celerity.

3.08.03. A hearing-aid acoustician must provide his patient with all the explanations necessary to the understanding of his statement of fees and of the terms and conditions of payment. His statement of fees must include :

- (a) his name, the address and telephone number of his consulting-room and the date of the statement ;
- (b) the brand name, model, type and serial number of the hearing-aid, the numbers of the electrical cord, the receiver and the battery, the type of earmold ;
- (c) the nature of the services rendered, a description of the guarantee for the hearing-aid, the total amount of the statement including the cost of the hearing-aid and the method of payment.

3.08.04. A hearing-aid acoustician must notify his patient of the approximate cost of his services.

3.08.05. A hearing-aid acoustician must never insist on advance payment of his professional fees. He may however insist on an advance to cover expenses essential to the carrying out of the professional services required.

3.08.06. A hearing-aid acoustician may collect interest on outstanding accounts only after having notified his patient. The interest thus charged must be at a reasonable rate.

3.08.07. Before having recourse to legal proceedings, a hearing-aid acoustician must have exhausted all other means at his disposal for obtaining payment of his fees.

3.08.08. Where a hearing-aid acoustician entrusts the collection of his fees to another person, he must, as far as possible, ensure that the latter will act with tact and moderation.

DIVISION IV DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

§1. Incompatible professions and occupations

4.01.01. The following are incompatible with the practice of the profession :

- (a) the professions of physician, speech therapist and audiologist ;
- (b) the occupations of remedial teacher and audiometry technician.

4.01.02. A hearing-aid acoustician who has an interest in a business engaged in the manufacture or wholesale of hearing-aids may not sell the brand of hearing-aids manufactured or sold by that business.

§2. Derogatory acts

4.02.01. In addition to those referred to in sections 57 and 58 of the Professional Code, the following acts are derogatory to the dignity of the profession of hearing-aid acoustician :

- (a) pressing or repeated inducement to have recourse to his professional services ;
- (b) communicating with the plaintiff without the written and prior permission of the syndic or his assistant where he is informed that an investigation into his conduct or professional competence is to be made, or where the service of a complaint has been made against him ;
- (c) abusing his patient's inexperience, ignorance, naïveté or poor health in the practice of his profession ;
- (d) failing or refusing, without valid reason, to answer a patient's telephone calls ;
- (e) entering into partnership with or being employed by a person not a member of the Order for the practice of the profession of hearing-aid acoustician ;
- (f) having an interest in a laboratory, a clinic or any business other than his consulting-room that offers hearing-aid repair services directly to the public ;
- (g) participating in or contributing to the commission of a violation of the Professional Code or the Hearing-aid Acousticians Act or knowingly profiting from such a violation, especially where such involves the illegal practice of the profession or the misuse of the title ;

(h) leading people to believe that he is the exclusive supplier to the public of a particular brand of hearing-aid, or of equipment for the trial, fitting, adjustment, manufacture or repair of hearing-aids ;

(i) offering a patient a used or rebuilt hearing-aid without informing him of this fact ;

(j) giving, either directly or indirectly, gifts, bonuses, gift stamps or other gratuities ;

(k) coming to any sort of agreement with any person to obtain clients and, in particular, paying, remunerating or otherwise compensating agents, canvassers or any other persons to contact persons likely to require his professional services ;

(l) using stationery belonging to a patient or a supplier, or allowing a patient or a supplier to use his stationery.

§3. Relations with the Order and colleagues

4.03.01. A hearing-aid acoustician whose participation on a council for the arbitration of accounts, a committee on discipline or a professional inspection committee, is requested by the Order, must accept that duty unless he has exceptional reasons for refusing it.

4.03.02. A hearing-aid acoustician must answer promptly all correspondence addressed to him by the syndic of the Order, investigators or members of the professional inspection committee.

4.03.03. A hearing-aid acoustician shall not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him. He shall not, in particular, take credit for work done by a colleague.

4.03.04. A hearing-aid acoustician who is consulted by a colleague must give the latter his opinion and recommendations as promptly as possible.

4.03.05. A hearing-aid acoustician who is called upon to collaborate with a colleague must maintain his professional independence. He may ask to be excused from doing any task of him that is contrary to his conscience or his principles.

§4. Contribution to the advancement of the profession

4.04.01. A hearing-aid acoustician must, as far as he is able, contribute to the development of his profession through the exchange of his knowledge and experience with his colleagues and students and by his participation in courses and continuing training periods.

O.C. 1617-78, (1978) 110 G.O., 4341



c. A-33, r.3

**Règlement sur les dossiers d'un
audioprothésiste cessant d'exercer**

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 91)

See French Edition



c. A-33, r.4

Regulation respecting terms and conditions for election to the Bureau of the Ordre des audioprothésistes du Québec

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “Order” : the Ordre des audioprothésistes du Québec ;

(b) “region” : one of the regions within the meaning of the Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des audioprothésistes du Québec (c. A-33, r.10).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II TERM OF OFFICE

2.01. The directors are elected for a term of 3 years.

2.02. The president is elected for a term of 2 years.

DIVISION III ELECTION PROCEDURE

3.01. Between the 45th and 60th day preceding the date of the closing of the poll, the secretary shall send each member of the Order a list of the members of the region in which he principally practises his profession and also a nomination paper in accordance with the form reproduced in Schedule 1.

3.02. A member may not sign more nomination papers than there are offices of director to be filled for his region. A signature appearing on a number of nomination

papers in excess of the number of offices of director to be filled shall be struck off all papers.

3.03. In the case where the number of duly proposed candidates is equal to or less than the number of seats to be filled in a region, the secretary shall immediately declare the candidate elected.

3.04. Upon receipt of the nomination paper duly completed, the secretary shall give an official receipt to the candidate in person or send it to him by mail. Such receipt shall attest the validity of the nomination paper.

3.05. In addition to the documents described in section 69 of the Professional Code (R.S.Q., c. C-26), the secretary of the Order shall, at least 15 days prior to the date of closing of the poll, send each member of the Order a brief curriculum vitae of each candidate stating, in particular, his age, the date of his admission and, where applicable, his principal activities within the Order.

3.06. The ballot-paper certified by the secretary must contain the following data :

(a) the name and graphic sign of the Order ;

(b) the year of the election ;

(c) the identification of the region ;

(d) the names in alphabetical order of the candidates for the offices of director in the region in which the member principally practises his profession ;

(e) the number of seats to be filled in the region ; and

(f) the date and hour of the closing of the poll.

3.07. An elector may obtain a new ballot-paper from the secretary if the first ballot-paper sent to him is lost or otherwise unusable, provided such elector makes a solemn declaration in writing certifying that his ballot-paper is lost or unusable.

3.08. The closing of the poll is fixed at 18 h on the first Friday of April.

3.09. The secretary and the scrutineers shall take the oath to faithfully carry out their duties before any person authorized to administer the oath.

3.10. The votes shall be counted at the corporate seat of the Order.

3.11. The following ballot-papers shall be void : every ballot-paper :

- (a) on which the voter cast his vote otherwise than by a cross ;
- (b) which contains more crosses than the number of seats to be filled in the region ;
- (c) which is not certified by the secretary ;
- (d) which is spoiled, erased or which contains any identification mark of the elector ;
- (e) which is not returned in the envelope provided by the secretary and on which the word "ELECTION" is written.

3.12. The secretary's decision regarding the validity of a ballot-paper is final.

3.13. The secretary shall declare elected the candidates who have obtained the most votes : he shall have the results of the vote countersigned by the scrutineers.

3.14. Immediately after the election of the candidates, the secretary shall draw up under his signature a general report of the election and of the result of the vote.

3.15. The secretary must send a copy of the report referred to in section 3.14 by registered or certified mail to each candidate. This report shall, in particular, state the number of ballot-papers and official envelopes which the secretary has had printed and his manner of dealing with them.

3.16. The secretary must also make a detailed report of the election at the first meeting of the Bureau following the election.

3.17. If, during the election period, the secretary is unable to act for any reason deemed sufficient by the Bureau, the latter shall designate a member of the Order to replace the secretary. The person thus designated shall assume, for the purposes of the election, all the rights and obligations of the secretary whom he replaces.

3.18. Where the president is elected by a general vote of the members of the Order, the pertinent provisions of this Regulation shall apply *mutatis mutandis* to his election.

3.19. Where the president is elected by a vote of the elected directors, his election shall be held during the first meeting of the Bureau after the directors have taken office.

3.20. The ballot papers shall be kept at the corporate seat of the Order in a sealed ballot box for at least 30 days from the date on the receipt for the registered letters prescribed in section 3.15. At the end of this period, the Bureau may order the secretary to destroy the ballot papers.

DIVISION IV TRANSITIONAL PROVISIONS

4.01. To ensure a rotation of directors elected for each region, the number of positions to be filled by region for the years 1978, 1979, shall be as follows :

- (a) for the year 1978 : 2 directors for the Western region, 2 directors for the Eastern region ;
- (b) for the year 1979 : 1 director for the Western region, 1 director for the Eastern region.

4.02. Notwithstanding section 2.01, the term of one of the 2 directors elected in each of the regions during the first election held pursuant to this Regulation shall be 2 years.

4.03. The first election of a president shall be held during the election for the year 1978.

SCHEDULE 1

(s. 3.01)

ORDRE DES AUDIOPROTHÉSISTES DU QUÉBEC

Nomination paper for election of a director or of president

We, the undersigned, hearing aid acousticians principally practising our profession in the region, propose for the office of director (or of president, as the case may be).

In witness whereof, we have signed at this day of 19

.
.
.
.
.
Signatures

I , proposed in the above nomination paper, accept the said nomination and solemnly declare that my present conduct is not incompatible with the carrying out of the duties assigned to the Bureau under section 62 of the Professional Code (R.S.Q., c. C-26).

In witness whereof, I have signed at
this day of 19...

.....
Signature



c. A-33, r.5

Regulation respecting the procedure for conciliation and arbitration of accounts of hearing-aid acousticians

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 88)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des audioprothésistes du Québec ;
- (b) “secretary” : the secretary of the Order ;
- (c) “hearing-aid acoustician” : the member of the Order whose account is the object of a dispute with a client ;
- (d) “arbitrator” : the arbitrator appointed pursuant to Division III ;
- (e) “syndic” : the syndic, assistant syndic or one of the corresponding syndics of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II CONCILIATION

2.01. The syndic shall forward a copy of this Regulation to every person who requests conciliation of the account of a hearing-aid acoustician, or who so requests.

2.02. A client who has a dispute with a member of the Order with respect to the amount of an account for professional services or with respect to the cost of a hearing aid must, before seeking arbitration, apply for conciliation by the syndic in sending him, by registered or certified mail, the form prescribed in Schedule 1 duly completed.

2.03. The application for conciliation must be sent before the day on which an action for a claim concerning

the account contested is served by the hearing-aid acoustician upon the client.

2.04. Within 5 days from the date on which he receives the application for conciliation, the syndic shall forward the hearing-aid acoustician a copy of such application by registered or certified mail.

2.05. The syndic shall proceed with the conciliation in the manner he deems most appropriate.

2.06. The syndic shall send a report of his conciliation to both parties as soon as possible and not later than 30 days from the date of receipt of the application for conciliation.

2.07. Where the conciliation has not brought about an agreement between the parties, the client may, within 15 days from the date of receipt of the syndic’s report or, in default of such report, within 45 days from the date of receipt of his application for conciliation, have recourse to arbitration in accordance with Division III.

DIVISION III ARBITRATION

§1. Submission to arbitration

3.01.01. A client applies for arbitration by filing with the secretary 2 copies of a “submission to arbitration” drafted in the form prescribed in Schedule 2, duly completed and bearing his signature.

3.01.02. Within 5 days from the receipt of the application for arbitration, the secretary shall forward to the hearing-aid acoustician, by registered or certified mail, a copy of the submission to arbitration signed by the client.

3.01.03. Within 10 days from the receipt of such copy, the hearing-aid acoustician shall sign it and return it to the secretary.

§2. Appointment of arbitrator

3.02.01. In order to settle the dispute between the client and the hearing-aid acoustician, the Bureau shall designate a member of the Order as arbitrator. The Bureau shall also appoint a clerk to assist him in the performance of his duties. The secretary may be appointed to this office.

3.02.02. The clerk shall notify the parties of the appointment of the arbitrator.

3.02.03. A motion for recusation of the arbitrator may only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25), and must be forwarded in writing to the clerk, the arbitrator and the other party within 10 days from the day on which the party who invokes it becomes aware of the cause for recusation.

The Bureau shall decide on the motion for recusation and, where applicable, designate a new arbitrator.

3.02.04. Before acting, the arbitrator must take the oath or make the affirmation of discretion provided in Schedule II to the Professional Code (R.S.Q., c. C-26).

3.02.05. In the case of death or inability to act of the arbitrator, the Bureau shall appoint a new arbitrator.

§3. Hearing

3.03.01. The arbitrator shall fix the date, hour and place of the hearing. The clerk shall notify the arbitrator and the parties in writing at least 10 days prior to that date.

3.03.02. The arbitrator may ask each party to submit, within a given time limit, a statement of his pretensions with documents in support thereof.

3.03.03. The arbitrator shall convene the parties, hear them, receive their evidence or, if they offer none, record their default.

3.03.04. The arbitrator shall proceed with dispatch to the hearing of the dispute according to the procedure and mode of evidence he deems appropriate

3.03.05. The evidence shall not be recorded unless the arbitrator or one of the parties so requests. In the latter case, that party shall assume the cost thereof.

3.03.06. The clerk shall draw up the minutes of the hearing and have them signed by the arbitrator.

The minutes constitute *prima facie* proof of their content.

3.03.07. Article 945 and 947 of the Code of Civil Procedure shall apply *mutatis mutandis* to the arbitration held pursuant to this Regulation.

§4. Arbitration award

3.04.01. The arbitrator must render his decision within 60 days following the end of the hearing, unless the parties agree in writing to extend that period.

3.04.02. The arbitrator decides as mediator and renders the decision he considers most appropriate.

3.04.03. The reasons for the decision must be given and it must be signed by the arbitrator.

The clerk shall forward the decision to the parties without delay.

3.04.04. The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the adverse party.

3.04.05. The decision must adjudge on the arbitration fees, that is, the costs actually incurred by the Order for the holding of the arbitration.

However, the total amount of the arbitration fees shall in no case exceed 15% of the amount which is the object of the arbitration as fixed in section 3 of the submission to arbitration.

When an agreement is reached between the parties before the decision of the arbitrator is rendered, the latter shall nevertheless adjudge on the arbitration fees in accordance with this section.

3.04.06. The decision is final.

3.04.07. The complete record of arbitration is filed with the secretary who, unless explicitly authorized by the parties, shall issue a copy thereof in whole or in part only to the latter, their attorneys, the syndic and the members of the Bureau.

SCHEDULE 1

(s. 2.02)

APPLICATION FOR CONCILIATION

I, the undersigned
(name and address)

.....
in person or (where applicable) representing

..... for the purposes of this application, as attested by the authorization annexed hereto, being duly sworn or having solemnly declared, declare that :

(1)
(name of hearing-aid acoustician)

claims from me the sum of for professional services rendered between and, as attested by the account a copy of which is annexed hereto ;

(2) I refuse to pay this account for the following reason(s) :

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.

but (where applicable) I acknowledge that I owe the sum of for the professional services referred to in such account ;

(3) I apply for conciliation by the syndic pursuant to Division II of the Regulation respecting the procedure for conciliation and arbitration of accounts of hearing-aid acousticians (R.R.Q., c. A-33, r. 5), of which I declare having received a copy and taken cognizance.

And I have signed

.
(signature of client or his duly authorized representative)

Solemnly declared or sworn to before me at this 19.

.
Commissioner for oaths.

SCHEDULE 2

(s. 3.01.01 and 3.04.05)

SUBMISSION TO ARBITRATION

Entered into by :

.
(name and address)

in person or (where applicable) representing
. for the purposes of this submission, as attested by the authorization annexed hereto, hereinafter referred to as "the party of the first part", and

.
(name and address)

member of the Ordre des audioprothésistes du Québec, hereinafter referred to as "party of the second part", who make the following declarations and agreements :

(1) The party of the second part claims from the party of the first part the sum of for professional services rendered between and

., as attested by the account a copy of which is annexed hereto ;

(2) The party of the first part refuses to pay this account for the following reason(s) :

.
.

but (where applicable) the party of the first part acknowledges that he owes the sum of for the professional services referred to in such account ;

(3) The dispute between the parties bears on the entire account or (where applicable) on that part of the account which exceeds that which the party of the first part acknowledges that he owes to the party of the second part, namely, the sum of ;

(4) The dispute between the parties will be settled by arbitration held in accordance with Division III of the Regulation respecting the procedure for conciliation and arbitration of accounts of hearing-aid acousticians (R.R.Q., c. A-33, r. 5), of which the parties declare having received a copy and taken cognizance ;

(5) The party of the first part renounces to the benefit of any time elapsed with respect to the prescription ;

(6) The party of the second part undertakes, for the duration of the arbitration, not to claim before the civil courts that part of the account which is the object of the dispute ;

(7) The award binds the parties and the rules set forth in Book VII of the Code of Civil Procedure (R.S.Q., c. C-25) apply to its enforcement ;

(8) This submission may be annulled only with the written consent of the parties.

.
(signature of client or his duly authorized representative)

Signed at
this 19.

.
(signature of hearing-aid acoustician)

Signed at
this 19.



c. A-33, r.6

Regulation respecting the procedure of the professional inspection committee of hearing-aid acousticians

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 90)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “committee” : the professional inspection committee ;
- (b) “Order” : the Ordre des audioprothésistes du Québec ;
- (c) “records” : the records, books and registers kept by a hearing-aid acoustician in the practice of his profession, as well as :
 - i. the documents or reports in which he has in fact collaborated among the records, books and registers kept by his colleagues or employer ; and
 - ii. a hearing-aid entrusted to him by a patient ;
- (d) “investigator” : the committee, one of its members, or a person authorized to assist the committee in the exercise of its functions.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II COMMITTEE

2.01. The committee is composed of 5 members appointed by the Bureau from among the hearing-aid acousticians who have been practising for at least 3 years.

2.02. The members of the committee shall take office as soon as they are appointed and continue in office until their death, resignation, replacement or striking off the roll.

2.03. The committee shall hold its sittings on the dates and at the places determined by it or by its chairman.

2.04. The bureau designates the secretary of the committee.

2.05. The office of the committee is situated at the corporate seat of the Order. All the minutes, reports and other documents of the committee are kept at the said office.

DIVISION III DRAWING UP OF A PROFESSIONAL RECORD

3.01. As its activities progress, the committee shall draw up and keep up-to-date a professional record for each hearing-aid acoustician who is the object of an inspection under this Regulation.

3.02. The professional record contains a summary of the academic qualifications and experience of the hearing-aid acoustician as well as the documents relative to an inspection of which he is the object under this Regulation.

3.03. A hearing-aid acoustician is entitled to consult his record and to obtain a copy thereof.

3.04. The committee shall keep a register containing, in chronological order, the date of each verification or inquiry, the address where it was made, the name of the hearing-aid acoustician concerned, the name of the hearing-aid acoustician's employer where applicable, and the name of the investigator who carried out the verification or inquiry.

DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION

4.01. The committee shall supervise the practice of the profession by the members of the Order according to the programme established by it.

4.02. Each year, the Bureau shall publish the committee's general supervision programme and a report on the latter's activities for the preceding year in the bulletin of the Order, without identifying in any way, however, the hearing-aid acousticians who were the object of an inspection and the other persons involved.

4.03. At least 15 days before the date fixed for the verification of a hearing-aid acoustician's records by an investigator, the committee shall, through its secretary, send the hearing-aid acoustician in question, by registered or certified mail, a notice in accordance with the form in Schedule A.

4.04. If a hearing-aid acoustician cannot receive an investigator on the prescribed date, he must, upon receipt of the notice, notify the secretary of the committee in writing by registered or certified mail and decide on another date with him.

4.05. When an investigator ascertains that the hearing-aid acoustician has been unable to take cognizance of the notice referred to in section 4.03, he shall so inform the committee which shall fix a new date for the verification and notify the hearing-aid acoustician thereof.

4.06. An investigator must, if required to do so, produce a certificate attesting to his capacity, signed by the secretary of the committee.

4.07. The hearing-aid acoustician whose records are the object of a verification may be present or be represented by a mandatory.

4.08. If he has reason to believe that the committee should subject a hearing-aid acoustician to a special inquiry, the investigator shall draw up a verification report and forward it to the committee for study within 15 days following his verification.

DIVISION V SPECIAL INQUIRY INTO THE COMPETENCE OF A HEARING-AID ACOUSTICIAN

5.01. At the request of the Bureau or on its own initiative, the committee or one of its members shall make a special inquiry into the competence of a hearing-aid acoustician or designate an investigator for such purpose.

5.02. At least 15 clear days before the date of the special inquiry, the committee shall, through its secretary, send the hearing-aid acoustician in question, by registered or certified mail, a notice in accordance with the form in Schedule B.

Where the sending of a notice to the hearing-aid acoustician could jeopardize the objects for which a special inquiry is to be held, the committee may authorize an investigator to make such inquiry without notice.

5.03. An investigator may give the employer, representative or employee of a hearing-aid acoustician notice

of the order to allow him access to the records of that hearing-aid acoustician.

5.04. Where records are held by a third party, the hearing-aid acoustician must, at the investigator's request, authorize the latter to take cognizance or a copy thereof.

5.05. An investigator may request that a person who makes a declaration to him relative to an inquiry attest such declaration under oath or by solemn affirmation.

5.06. If the hearing-aid acoustician refuses to receive an investigator, the latter shall immediately notify the syndic thereof.

5.07. The investigator shall draw up a report and forward it to the committee for study within 30 days after termination of his inquiry.

5.08. Sections 4.06 and 4.07 shall apply *mutatis mutandis* to an inquiry held under this Division.

DIVISION VI RECOMMENDATIONS OF THE COMMITTEE

6.01. Where the committee, after study of the investigator's report, has reason to believe that it should not recommend to the Bureau that a hearing-aid acoustician be required to serve a period of refresher training and that the hearing-aid acoustician's right to engage in professional activities during such period be limited, it shall notify the Bureau and the hearing-aid acoustician in question of its decision within 15 days.

6.02. Where the committee, after study of the investigator's report, has reason to believe that it should recommend to the Bureau that a hearing-aid acoustician be required to serve a period of refresher training and that the hearing-aid acoustician's right to engage in professional activities during such period be limited, it must permit the hearing-aid acoustician in question to present a full and complete defence relative to the appraisal of his competence.

6.03. For such purpose, the committee shall convene the hearing-aid acoustician and send him, by registered or certified mail, 15 days before the date fixed for the hearing, the following information and documents :

(a) a notice specifying the date and hour of the hearing ;

(b) a statement of the facts and reasons for convening him before the committee ; and

(c) a copy of the report made by the investigator concerning him.

6.04. A hearing-aid acoustician or witness summoned before the committee may be assisted by an advocate.

6.05. The committee shall administer the oath or solemn affirmation to the hearing-aid acoustician and the witnesses through the intermediary of a commissioner for oaths.

6.06. The hearing shall be held *in camera* unless the committee, at the request of the hearing-aid acoustician, considers that it is in the public interest that it not be held in this manner.

6.07. The committee may proceed *ex parte* if the member does not appear on the date and at the hour prescribed.

6.08. The depositions shall be recorded at the request of the hearing-aid acoustician or of the committee.

6.09. The committee and the hearing-aid acoustician shall pay their own costs, with the exception of recording expenses which shall be shared equally between them. However, where the recording is made at the request of the committee, it shall assume the expenses thereof.

6.10. In its recommendations concerning a hearing-aid acoustician, the committee shall take into account the type of professional activities in which the hearing-aid acoustician is generally engaged.

6.11. The recommendations of the committee are made by the majority of its members within 90 days after the end of the hearing. The reasons on which they are based shall be given, signed by the members of the committee who endorsed them, and forwarded to the Bureau and the hearing-aid acoustician in question without delay.

6.12. The committee may also make recommendations to the Bureau on the continuing training courses organized by the Order for its members.

6.13. When the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code (R.S.Q., c. C-26), might be laid against a hearing-aid acoustician, it shall notify the syndic of the Order.

DIVISION VII MISCELLANEOUS PROVISIONS

7.01. The committee shall submit a periodic report to the Bureau at the end of the month of July and December, which shall contain the following information :

(a) the number of hearing-aid acousticians and the number of offices which have been the object of an inspection or an inquiry since the date of the last report ;

(b) a description of the problems noted in the performance of its duties.

7.02. The annual report of the committee referred to in section 115 of the Professional Code bears on the activities up to 31 March each year and must be submitted prior to 30 April following.

SCHEDULE A (s. 4.03)

ORDRE DES AUDIOPROTHÉSISTES DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

Notice of verification

Notice is given that, within the framework of the programme for general supervision of the practice of the profession, an investigator from our committee will verify your records, books and registers on

19... at h.

Signed at , on 19...

The professional inspection committee.

Per :
Secretary of the committee

SCHEDULE B (s. 5.02)

ORDRE DES AUDIOPROTHÉSISTES DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

Notice of special inquiry

Notice is given that, at the request of the Bureau (or on its own initiative), the committee has designated an investigator to make a special inquiry into your professional competence on 19...

at h.

Signed at , on 19...

The professional inspection committee.

Per :
Secretary of the committee



c. A-33, r.7

Regulation respecting advertising by hearing-aid acousticians

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 92)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under section 92 of the Professional Code (R.S.Q., c. C-26).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. The items which a hearing-aid acoustician may include in his public advertisements and the conditions under which he may advertise are those prescribed in this Regulation; therefore, all advertising which does not comply with this Regulation is prohibited.

DIVISION II PROFESSIONAL CARD AND STATIONERY

2.01. A hearing-aid acoustician shall not enter on his professional card or stationery anything other than :

- (a) his name and that of his partners, where applicable, or that of the hearing-aid acousticians he employs ;
- (b) his profession ;
- (c) the address of his consulting-room, his telephone number and his office hours ;
- (d) the graphic sign of the Ordre des audioprothésistes du Québec (Order) ;
- (e) the words “hearing aids” and “hearing-aid acoustical examination”.

2.02. The professional card shall not measure more than 5 centimetres in width and 10 centimetres in length.

DIVISION III PUBLICATION AND SIZE OF ADVERTISEMENTS

3.01. A hearing-aid acoustician may publish or allow to be published, solely in newspapers, magazines, periodicals, telephone or business directories, advertisements containing all or part of that which is indicated in section 2.01. With the exception of a telephone directory, such advertisement may not appear more than once in the same issue of a newspaper, magazine, periodical or other printed matter.

3.02. The advertisement contemplated in section 3.01 shall not exceed 1 square decimetre except in a magazine or periodical mainly intended for hearing-aid acousticians, in which case it may be 2 square decimetres.

In a telephone or business directory or in their advertising section, the space required to contain the text allowed in section 2.01 shall be printed at not less than 5 letters to the linear centimetre without spacing or bordering.

3.03. A hearing-aid acoustician may publish, or allow to be published, an advertisement containing his photograph or certain biographical data upon the opening of his consulting-room or upon his admission to a hearing-aid acoustician partnership or upon his appointment to an office.

This advertisement may not appear more than once in the same issue of a newspaper, magazine, periodical, directory or other printed matter, nor in more than 2 issues of the same newspaper, magazine, periodical, directory or other printed matter.

The photograph authorized in the first paragraph shall not exceed 64 square centimetres.

3.04. A hearing-aid acoustician may use an information medium to publish his studies in the field of hearing aids or to comment on questions of public interest and make known his qualifications as hearing-aid acoustician.

DIVISION IV CONSULTING-ROOM

4.01. On one of the outer walls of the building in which his consulting-room is located or on the land on which such building is located, a hearing-aid acoustician may post up a sign with stable luminosity mentioning all or part of that indicated in section 2.01.

If the building in which his consulting-room is located is at a crossroads, the hearing-aid acoustician may post-up such sign on the outer walls or on the land facing each of the converging roads.

4.02. Inside his consulting-room, a hearing-aid acoustician may post up in public view a non-luminous sign containing all or part of that which is indicated in section 2.01.

4.03. The signs authorized under this Division shall not exceed 54 square decimetres (namely, about 2 feet by 3 feet).

DIVISION V

GRAPHIC SIGN OF THE ORDER

5.01. The Order is represented by a graphic sign in conformity with the original held by the secretary of the Order and containing the following elements : the words *Ordre des audioprothésistes du Québec* encircling 2 segments of a circle of a dark blue colour which are joined one to the other and symbolize the ear. The inner white part symbolizes the inside of the ear and the letter "A" identifies the hearing-aid acoustician. The small circle of a dark blue colour symbolizes the hearing aid.

5.02. The use of the graphic sign of the Order must conform with the original held by the secretary of the Order and must not exceed 54 square decimetres (namely, about 2 feet by 3 feet).

O.C. 282-76, (1976) 108 O.G. II, 1643

O.C. 1168-78, (1978) 110 G.O., 4465



c. A-33, r.8

**Règlement sur les stages de
perfectionnement des audioprothésistes**

Hearing-aid Acousticians Act
(R.S.Q., c. A-33)

Professional Code
(R.S.Q., c. C-26, s. 94, par. j)

See French Edition



c. A-33, r.9

Regulation respecting the keeping of records and consulting-rooms by hearing-aid acousticians

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made pursuant to paragraphs *c* and *d* of section 94 of the Professional Code (R.S.Q., c. C-26).

1.02. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : the Ordre des audioprothésistes du Québec ;
- (b) “hearing-aid acoustician” : every person entered on the roll of the Order ;
- (c) “consulting-room” : the place where a hearing-aid acoustician provides professional services, excluding in particular the places mentioned in section 3.02 and the workroom of the employees of that hearing-aid acoustician.

1.03. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.04. Nothing in this Regulation shall be interpreted as excluding the use of data processing or any other technical means in constituting and keeping the records of a hearing-aid acoustician.

1.05. Division III shall apply only to the consulting-room in which a hearing-aid acoustician practises on his own account or for the account of a hearing-aid acoustician or a partnership of hearing-aid acousticians.

DIVISION II KEEPING OF RECORDS

2.01. Subject to section 2.07, the hearing-aid acoustician must keep in the premises where he practises his profession a record for each of his patients.

2.02. The hearing-aid acoustician must enter the following items and information in each record :

- (a) the date of opening the record ;
- (b) the name and given names of the patient at birth, his address, telephone number, health insurance number, date of birth, sex and, in the case of a married person, the name of his spouse ;
- (c) a summary description of the reasons for the consultation ;
- (d) a description of the professional services rendered and the date ;
- (e) a description of the hearing-aid sold to the patient ;
- (f) the patient's audiogram ;
- (g) the recommendations made to the patient ;
- (h) the notes, correspondence and other documents relating to the professional services rendered, in particular the certificate of a physician, a speech therapist or audiologist attesting to the necessity of a hearing-aid ; and
- (i) the signature of the hearing-aid acoustician who rendered the professional services.

2.03. A hearing-aid acoustician must keep each record up-to-date until he ceases to render professional services to the person concerned by that record.

2.04. A hearing-aid acoustician must keep each record for a period of at least 5 years from the date of the last service rendered.

2.05. A hearing-aid acoustician must keep his records in a room or cabinet which is not readily accessible to the public and which may be locked by means of a key or otherwise.

2.06. When a patient takes a document out of the record which concerns him, the hearing-aid acoustician must insert a notice in that record signed by the patient indicating the nature of the document and the date on which it was taken out.

2.07. Where a hearing-aid acoustician is a member of or employed by a partnership, or if he is employed by another person, he may use the records kept by that partnership or that employer and enter therein the items or information referred to in section 2.02 relative to the persons concerned by the services he has rendered.

If he cannot do so, he must, for the purposes of this Regulation, keep a record for each of these persons.

The hearing-aid acoustician must sign or initial each entry or report that he inserts in a record in accordance with the first paragraph.

DIVISION III KEEPING OF CONSULTING-ROOMS

3.01. A hearing-aid acoustician must insulate his consulting-room so that the identity and conversations of the persons therein cannot be learned outside the room.

3.02. The hearing-aid acoustician must have a waiting and reception room near his consulting-room as well as a storage room for hearing-aids and equipment used in the testing, installation, adjustment or repair of hearing-aids.

3.03. The hearing-aid acoustician's consulting-room must be equipped with an otoscope, an impression kit, a master hearing-aid capable of being used to determine the uncomfortable level, the discrimination percentage, the comfortable level and the appropriate frequency response curve.

It must also be equipped with an audiometer and a tape recorder meeting the following minimum specifications :

- (a) pure tones : air conduction : 125 — 8000 HZ
bone conduction : 250 — 4000 HZ ;
- (b) intensity range : air conduction :
0 to 70 dB HL for 125 HZ
0 to 100 dB HL for 250 HZ to 6000 HZ
0 to 90 dB HL for 8000 HZ
bone conduction :
0 to 40 dB HL for 250 HZ
0 to 60 dB HL for 500 HZ to 4000 HZ ;
- (c) the intensity level must be capable of being regulated by intervals of 5dB or less ;
- (d) the rise and fall time of tone stimuli must conform to the calibration standards of the American National Standard Institute (ANSI), 1969 ;

(e) noise : narrow-band noise in accordance with the standards of the International Electrotechnical Commission (IEC) for pure tones. Narrow-band noise intensity : 50 dB to 125 HZ, 70 dB to 250 HZ, 80 dB to 500 HZ, 90 dB to 1000 HZ, 90 dB to 2000 HZ, 90 dB to 4000 HZ, 80dB to 8000 HZ ;

pink noise or white noise for discrimination tests ;

(f) the audiometer must be designed with a system necessary for free-field pure tone and discrimination tests by means of cassettes accepted by the Bureau ;

(g) the presentation of discrimination tests must be made by means of a tape recorder having a signal to noise ratio of 50 dB and over ;

(h) in the case of discrimination tests, the sound output level of headphones must be 100 dB HL (119 dB SPL) ; the sound output level of speakers must be 80 dB HL (99 dB SPL), 92dB white noise ;

(i) the audiometer must have a VU meter in compliance with the calibration standards of the American National Standard Institute (ANSI), 1969, that is, when the viewmeter indicates 0 and the attenuator 0, the output at the hearing threshold level must have an intensity of 19 dB SPL (re. 0.0002 DYNE/C²).

3.04. The calibration of the audiometer and tape recorder must be made at least once a year. The hearing-aid acoustician must have the results of the calibration tests in his possession and forward a copy thereof to the secretary of the Order.

The calibration referred to in the first paragraph is made in accordance with the calibration standards of the International Standard Organization (ISO), 1964, or those of the American National Standard Institute (ANSI), 1969, with the modifications approved and published by these bodies before 2 June 1976.

The calibration of the bone oscillator is made in accordance with the calibration standards of the American National Standard Institute (ANSI) S3.13-1972 with the modifications approved and published by that body before 2 June 1976.

3.05. The hearing-aid acoustician must ensure that his audiometer and tape recorder are constantly in compliance with the standards defined in this Regulation.

3.06. The hearing-aid acoustician must post his permit in public view.

3.07. The hearing-aid acoustician must place in public view, for consultation, in the place referred to in section 3.02, a copy of the Code of ethics of hearing-aid acousti-

cians (c. A-33, r.2) and of the Regulation respecting the procedure for conciliation and arbitration of accounts of hearing-aid acousticians (c. A-33, r.5). The address of the Order must be indicated on both of these regulations.

3.08. Subject to sections 3.06 and 3.07, a hearing-aid acoustician may display in his consulting-room and in the other premises connected with the practice of his profession, in addition to decorative or utilitarian objects, only the diplomas relating to the practice of his profession.

3.09. The hearing-aid acoustician must advertise, in the premises of his consulting-room, his regular office hours.

3.10. A hearing-aid acoustician who is absent from his consulting-room for more than 2 consecutive working days must take the necessary measures to inform the persons likely to get in touch with him of the duration of his absence.



c. A-33, r.10

**Regulation dividing Québec into regions
for the purposes of elections to the
Bureau of the Ordre des
audioprothésistes du Québec**

Hearing-aid Acousticians Act
(R.S.Q., c. A-33, s. 6)

Professional Code
(R.S.Q., c. C-26, s. 65)

1. In order to ensure adequate regional representation on the Bureau of the Ordre des audioprothésistes du Québec, the territory of Québec is divided into 2 regions :

- (a) the Western region ; and
- (b) the Eastern region.

2. The Western region comprises regions 6, 7 and 8, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8).

The Eastern region comprises regions 1, 2, 3, 4, 5, 9 and 10, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

3. Three directors shall be elected to represent the Western region and 3 for the Eastern region.

4. A hearing-aid acoustician shall vote in the region in which he principally practises his profession for the candidates of that region. He shall also vote for a candidate for the office of president where the latter is elected by a general vote.

5. If the president is elected by a general vote, the Bureau shall consist of 9 persons including the president.

If the president is elected by a vote of the elected directors, the Bureau shall consist of 8 persons including the president.



c. A-34, r.1

Regulation respecting the application of the Autoroutes Act

Autoroutes Act
(R.S.Q., c. A-34, ss. 23 and 25)

DIVISION I TRAFFIC AND SPEED ON AUTOROUTES

1. A speed limit of 100 kilometres per hour shall be respected on autoroutes.

2. A speed of less than 60 kilometres per hour is forbidden on autoroutes.

3. Notwithstanding what is specified above, the Authority may, under exceptional circumstances or under abnormal atmospheric conditions, post notices at the toll-gates or elsewhere on autoroutes, giving a speed limit other than the one mentioned in section 1 ; any speed exceeding the one so posted will then be forbidden and, in such cases, section 2 should be ignored.

4. It is forbidden to drive on the shoulders of the roadway, that is the paved zones along both sides of the main roadway, separated or not by a yellow line.

5. No motor-vehicle operator is allowed to stop or to park on autoroutes, except when requested to do so by a road patrol or in case of emergency.

6. It is forbidden to back up on an autoroute.

7. It is forbidden on autoroutes to make a left-turn, or a U-turn or to cross the median section.

The first paragraph does not apply to ambulance drivers on call, a repair truck, a vehicle owned by the Authority, by a police force or by a fire department.

8. It is forbidden to move about on an autoroute on foot, or in an animal-drawn vehicle, or on a non-motorized bicycle, or on horse-back, or in snowmobiles.

It is also forbidden to drive on an autoroute in a vehicle which cannot attain the minimum speed mentioned in section 2.

9. It is forbidden for the driver of a motor vehicle to overtake another vehicle on the right-hand side if to do so he has to change lane.

10. All motor-vehicle operators must keep to the right and overtake on the left side.

11. Trucks, autobuses, vehicles hauling a trailer or semi-trailer and pleasure vehicles with an exterior load must drive on the right lane only.

12. The operator of an irregular vehicle, holder of a special permit from the Commission des transports du Québec must get an additional permit from the Authority's road patrol before entering any autoroute.

13. It is forbidden for the driver of a motor vehicle to pick up or to let off a pedestrian on an autoroute.

14. The driver of a motor vehicle must follow the normal stream of traffic except where signs placed by the Authority or under its authority allow him to travel in the opposite direction.

15. When the Authority, by erecting signs so indicating, reserves one lane of an autoroute for the exclusive use of certain motor vehicles, only the drivers of such vehicles may use that lane.

However, ambulance drivers on call, a repair truck, a vehicle owned by the Authority, by a police force or by a fire department may use the lane thus reserved for the exclusive use of certain other motor vehicles.

16. It is forbidden for all motor-vehicle operators to go through the red light at a toll-gate.

17. It is forbidden to go through the toll-gate without depositing the requested toll.

18. It is forbidden for the operator of a motor-vehicle to tow another vehicle by means of a cable or a chain.

19. It is forbidden to drive on an autoroute in a vehicle with rear-lights not becoming brighter upon braking.

20. On autoroutes, a driver must always make known his intention to reduce speed or to brake.

21. The Highway Code (R.S.Q., c. C-24) applies to all autoroutes insofar as it does not go against this Regulation.

DIVISION II

TOLLS FOR AUTOROUTE-USERS

22. The tolls exigible from the autoroute-users are fixed as follows :

(a) all 2-axle vehicles with the exception of autobuses, at all toll gates : 0,25 \$;

(b) all vehicles having 3 axles or more and all autobuses, at all toll gates : 0,50 \$;

(c) all automobiles and small trucks up to 3/4 of a ton inclusively, from Monday to Friday inclusively and on working days only, from 6h30 to 8h30 and from 16h30 to 18h30, at each of the following toll gates : Laval, Sainte-Thérèse and Saint-Jérôme : 0,10 \$.

23. The tolls payable by users of autoroute 13 are fixed as follows :

(a) all 2-axle vehicles other than buses 0,25 \$;

(b) all vehicles having 3 or more axles and all buses 0,50 \$;

(c) all automobiles and small vans of up to 3/4 ton inclusive, from Monday to Friday inclusive and on working days only from 6h30 to 8h30 and from 16h30 to 18h30, at toll stations of Chomedey and Boisbriand 0,10 \$.

DIVISION III

PLACING OF POSTERS, PANEL-BOARD ADVERTISING, LUMINOUS SIGNS AND ESTABLISHMENT OF OLD CAR DUMPS ALONG AUTOROUTES AND ROAD JUNCTIONS

24. The distance within which the placing of posters, panel-board advertising and luminous signs is prohibited along the autoroutes and road junctions is fixed at 1 000 feet from the right-of-way of these autoroutes along the whole of their course and on each side.

25. The distance within which old car dumps are prohibited along the autoroute and road junctions is fixed at 1 000 feet from the right-of-way of these autoroutes along the whole of their course and on each side.

O.C. 42-63, (1963) 95 O.G., 1722
 O.C. 1573-65, (1965) 97 O.G., 4599
 O.C. 1527-69, (1969) 101 O.G., 3311
 O.C. 1427-71, (1971) 103 O.G., 6299
 O.C. 2859-76, (1976) 108 O.G. II, 5329
 O.C. 2024-78, (1978) 110 O.G., 3935



c. B-1, r.1

Code of ethics of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 15)

Professional Code
(R.S.Q., c. C-26)

DIVISION I GENERAL PROVISION

1.01. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II GENERAL DUTIES AND RESPONSIBILITY TO THE PUBLIC

2.01. The advocate must not utter words or publish writings contrary to laws, nor incite anyone to violate the law, but he may, for good reason and by legitimate means, criticize any provision of law, contest the application thereof, and seek to have it repealed or amended.

2.02. The advocate must not foment dissension or promote disputes by searching for flaws, imperfections or shortcomings in titles or documents of a private nature and bringing them to the attention of others for the purpose of obtaining a mandate to institute proceedings or to benefit therefrom.

2.03. The conduct of an advocate must bear the stamp of objectivity, moderation and dignity.

2.04. The advocate may undertake the defence of a client no matter what his personal opinion may be on the latter's guilt or liability.

2.05. The advocate must avoid any procedure of a purely dilatory nature and co-operate with his colleagues to ensure the proper administration of justice.

2.06. The advocate must uphold the authority of the courts.

2.07. The advocate must, when his presence is required, attend or be represented before the court in a cause he has undertaken, unless he cannot attend for a reason beyond his control and has given the earliest possible notice of his projected absence to his client, the court, and the opposite party.

tice of his projected absence to his client, the court, and the opposite party.

2.08. The advocate must not, directly or indirectly, publish or circulate any report or commentary which he knows to be false or is manifestly false with respect to a court or to one of its members.

2.09. The advocate must not, directly or indirectly, in any manner whatsoever, publicly comment on a cause pending before a court which he or one of his associates has undertaken.

2.10. The advocate must promote educational and information measures pertinent to the field in which he practises.

DIVISION III DUTIES AND OBLIGATIONS TOWARDS THE CLIENT

§1. General provisions

3.01.01. Before accepting a mandate, the advocate must bear in mind the extent of his proficiency, knowledge and the means at his disposal. He must not, in particular, undertake or continue any mandate for which he is not sufficiently prepared without obtaining the necessary assistance.

3.01.02. The advocate must at all times acknowledge the client's right to consult a colleague, a member of another professional corporation or any other person.

3.01.03. The advocate must seek to establish a relationship of mutual trust between himself and his client.

3.01.04. When an advocate foresees that the mandate entrusted to him by his client may be carried out in whole or in part in its essential aspects by another advocate, he must so inform his client.

3.01.05. When an advocate believes that his client qualifies for legal aid, he must so inform the latter.

§2. Integrity

3.02.01. The advocate must carry out his professional duties with integrity. Without restricting the generality of the foregoing, the advocate must not :

(a) withhold facts or conceal the identity of witnesses who could establish the innocence of an accused ;

(b) prevent a prisoner or an accused from being represented by an advocate or communicating with the latter ;

(c) lead or attempt to lead the court into error or, by illegal means, create doubt in favour of his client ;

(d) encourage his client or a witness to do or say anything which he could not do or say himself in respect of the courts, officers of the courts, jurors, parties, colleagues or other witnesses ;

(e) suppress evidence which he or his client is legally obliged to preserve, reveal or produce ;

(f) directly or indirectly act in such a manner that a person may illegally conceal himself or avoid an order to appear in court, or advise, help or induce him to do so ;

(g) directly or indirectly pay or offer to pay to a witness compensation which is conditional upon the content of his testimony or to the conclusion of the dispute ;

(h) communicate in a matter with a person whom he knows to be represented by an advocate except in the latter's presence or with his consent or unless he is authorized to do so by law ;

(i) act in such a manner as to lead into error the opposite party who is not represented by an advocate, or abuse his good faith ;

(j) directly or indirectly unduly retain, steal, conceal falsify, mutilate or destroy an exhibit from a court record ;

(k) appear or plead before a judge, magistrate or any person exercising judicial or quasijudicial functions who practises his profession in the same law firm as himself or with whom he is related or allied within the meaning of paragraph 9 of article 234 of the Code of Civil Procedure (R.S.Q., c. C-25) ;

(l) refuse to reimburse, when his mandate has terminated, any portion of advance fees for work which was not carried out.

3.02.02. Paragraph g of section 3.02.01 must not be interpreted as preventing the advocate from guaranteeing payment of or agreeing to pay :

(a) reasonable expenses incurred by a witness to appear or testify ;

(b) reasonable compensation to a witness for loss of time in appearing or testifying ;

(c) reasonable fees for the professional services of an expert witness.

3.02.03. The advocate must avoid any misrepresentation with respect to his level of competence or the efficiency of his services.

3.02.04. The advocate must set out in an objective manner to his client the nature and implications of the problem as he sees it on the basis of the facts brought to his attention and of the risks inherent in the measures recommended.

3.02.05. The advocate must inform his client as soon as possible of the extent and terms and conditions of the mandate entrusted to him by the latter and obtain his consent to that effect.

3.02.06. The advocate must take reasonable care of the property entrusted to him by a client and may not lend or use it for purposes other than those for which it was entrusted to him.

3.02.07. The advocate must refrain from endorsing a cheque made to the order of a client unless he has received the latter's written authorization to that effect and provided that the endorsement is made solely for deposit in a trust account.

3.02.08. The advocate must not retain monies, titles, documents or property belonging to a client, except where permitted by law.

3.02.09. The advocate must cease to represent a client if his mandate is revoked.

3.02.10. The advocate must inform his client of any offer of settlement relating to the mandate conferred upon him by the latter.

3.02.11. The advocate must avoid making or multiplying, without sufficient reason, professional acts in the carrying out of his mandate. He must not, in particular, abuse procedure by introducing or continuing actions which, although permissible under the law, are fruitless according to the generally recognized principles of his profession.

§3. *Availability and diligence*

3.03.01. In the practice of his profession, the advocate must display reasonable availability and diligence.

3.03.02. In addition to opinions and advice, the advocate must provide his client with any explanation necessary for the understanding and evaluation of the services rendered to him.

3.03.03. The advocate must give an accounting to his client when the latter so requests and be diligent in sending him reports, accounting statements and remittances.

3.03.04. Unless he has sound and reasonable grounds to the contrary, an advocate may not cease to act for the account of a client. The following shall, in particular, constitute sound and reasonable grounds :

- (a) loss of the client's confidence ;
- (b) the fact that he has been deceived by the client or his failure to co-operate ;
- (c) inducement by the client to perform illegal, unfair, immoral or fraudulent acts ;
- (d) persistence by the client to continue a futile or vexatious proceeding ;
- (e) the fact that the advocate is placed in a situation of conflict of interest or in a circumstance whereby his professional independence could be called in question ;
- (f) refusal by the client to acknowledge an obligation respecting costs, disbursements and fees or, after reasonable notice, to make to the advocate provision therefor.

3.03.05. The advocate may unilaterally terminate mandate after having taken the necessary provisions to avoid serious and foreseeable prejudice to his client.

§4. *Liability*

3.04.01. The advocate must not, in the practice of his profession, elude or attempt to elude his personal civil liability towards his client.

§5. *Independence and impartiality*

3.05.01. The advocate may accept or refuse a mandate.

3.05.02. The advocate must in no way interfere with the right of a client to choose his advocate.

3.05.03. The advocate must ignore any intervention of a third party which could influence the performance of his professional duties to the prejudice of his client.

3.05.04. The advocate may not represent conflicting interests. He must at all times safeguard his professional independence and avoid any situation in which he would be in conflict of interest. Without restricting the generality of the foregoing, an advocate :

(a) is not an objective adviser if he derives a direct or indirect, real or possible, personal benefit from any given act ;

(b) is in conflict of interest :

i. when the interests in question are such that he might tend to favour certain of them over those of his client or where his judgment and his loyalty towards the latter may be unfavourably affected ;

ii. if he acts as the advocate of a syndic or a liquidator, except as an advocate or liquidator, appointed under the Winding-up Act (R.S.Q., c. L-4), and represents the debtor, company or partnership that is winding-up, a secured creditor or a creditor whose claim is contested or has represented one of these persons in the 2 preceding years, unless he gives written notice to the creditors or inspectors of any previous mandate received from the debtor, company or partnership or from their creditors during that period.

3.05.05. The advocate must refuse a mandate in a case in which :

(a) a member of his law firm or he himself has carried out judicial or quasi-judicial functions ;

(b) he has been engaged as a member of or representative of a public organization, such as the Government of Canada or of a province, a municipal or school corporation, unless he represents such organization.

3.05.06. The advocate must not, personally, accept a mandate or continue the execution thereof in a dispute if he knows or if it is evident that he shall be called upon as witness. However, he may accept or continue such mandate if the fact of not filing it is of a nature to cause serious and irrevocable prejudice to the client, or if his testimony only refers to :

(a) an uncontested matter ;

(b) a question of form and where there is no reason to believe that serious proof shall be offered to contradict such testimony ;

(c) the nature and value of the legal services he or his law firm have rendered the client.

3.05.07. When an advocate acts as judge with a municipal corporation, that advocate or a member of his

law firm may not accept a mandate or employment from such municipal corporation.

3.05.08. The advocate must not acquire a right of ownership on litigious property during a mandate entrusted to him by a client.

3.05.09. The advocate who occupies a public office must not :

(a) benefit from his office to obtain or attempt to obtain an advantage for himself or for a client when he knows or it is evident that such advantage is not in the public interest ;

(b) use his office to influence or attempt to influence a judge or a court in order that they may act in his favor or that of his client ;

(c) accept an advantage from any person when he knows or it is evident that advantage has been granted to him for the purpose of influencing his decision as a public employee.

3.05.10. An advocate may not hold both the office of clerk and advocate before the same court, unless there exists a legislative provision to the contrary.

3.05.11. The advocate may not be surety in any matter under the jurisdiction of a court of penal jurisdiction, except in the case where family relationship with the accused so justifies.

3.05.12. The advocate must not borrow from a client the sums of money that he has collected for him.

3.05.13. The advocate shall refrain from receiving, in addition to the remuneration to which he is entitled, any benefit, discount or commission relating to the practice of his profession. He shall not, in addition, pay, offer to pay nor undertake to pay any benefit, discount or commission.

3.05.14. The advocate shall refrain from sharing his fees with, or remitting them to, or renouncing them in advance in favour of any person who is not a member of the Bar.

3.05.15. The advocate may only share his fees with a colleague where such sharing corresponds to an apportionment of services and responsibilities.

§6. Professional secrecy

3.06.01. The advocate must exercise reasonable prudence in order to prevent his associates, employees or

other persons hired by him from revealing the confidences of his client.

3.06.02. The advocate may not accept a mandate or continue the execution thereof if it includes or may include the revelation or use of confidential information and documents obtained from another client without the latter's consent.

3.06.03. The advocate shall not make use of confidential information which may be prejudicial to a client or with a view to obtaining a direct or indirect benefit for himself or for another person.

§7. Accessibility of records

3.07.01. The advocate must allow his client to consult the documents which concern him in every record made in his respect and to obtain a copy of such documents.

§8. Determination and payment of fees

3.08.01. The advocate must charge and accept fair and reasonable fees.

3.08.02. The fees are fair and reasonable if they are warranted by the circumstances and correspond to the services rendered. In determining his fees, the advocate must in particular take the following factors into account :

- (a) his experience ;
- (b) the time devoted to the matter ;
- (c) the difficulty of the question involved ;
- (d) the importance of the matter ;
- (e) the responsibility assumed ;
- (f) the performance of unusual services or services requiring exceptional competence or celerity ;
- (g) the result obtained ;
- (h) the judicial and extrajudicial fees fixed in the tariffs.

3.08.03. The advocate must avoid all methods and attitudes likely to give to his profession a profit-seeking or commercial character.

3.08.04. The advocate must be assured that his client is informed of the approximate and foreseeable cost of his services, except where he may reasonably assume that the client is already informed thereof.

3.08.05. The advocate must provide his client with all the explanations necessary to the understanding of his statement of fees and the terms and conditions of payment, except where he has concluded a written agreement with his client to receive lump-sum payment or where he may reasonably assume that his client is already informed thereof.

3.08.06. The advocate may not conclude an agreement with a client to receive or accept a salary from the latter in surrendering to him the fees to which he could be entitled against the opposite party.

3.08.07. The advocate may collect interest on outstanding accounts only after having duly notified his client thereof. The interest thus charged must be at a reasonable rate.

3.08.08. The advocate must be assured that his client is informed of the extrajudicial fees, commissions or costs paid to him by a third party.

In any matter in which he collects extrajudicial fees from a client, the advocate must also inform the latter of the judicial fees paid to him by a third party, except where he may reasonably assume that the client is already informed thereof or where he has concluded a written agreement with the latter to receive a lump-sum or percentage payment.

DIVISION IV DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

§1. Incompatible duties and responsibilities

4.01.01. The following are incompatible with the practice of the profession of advocate :

- (a) judicial office on a permanent or full-time basis ;
- (b) the office of bankruptcy syndic, legal stenographer, police officer or bailiff ;
- (c) the office or work of collection agent, investigator, directly or indirectly, personally, through an intermediary or by a corporation.

§2. Derogatory acts

4.02.01. In addition to the derogatory acts referred to in sections 57 and 58 of the Professional Code (R.S.Q., c. C-26), the following are derogatory to the dignity of the profession of advocate :

(a) introducing a demand, adopting attitudes, assuming a defence, delaying a trial or taking any other such measure on his client's behalf when he knows or when it is evident that such action only serves to harass another person or to harm him in a malicious manner ;

(b) in contested matters, communicating, in respect of that matter, with the judge or any person holding a judicial or quasi-judicial office before whom such matter is pending, except :

i. in writing, if he promptly delivers a copy to the opposite party who has appeared or to his attorney ;

ii. orally, after having given reasonable notice to the opposite party who has appeared or to his attorney ;

(c) knowingly benefit from perjury or false evidence ;

(d) making a declaration *de facto* or *de jure*, knowing it to be false ;

(e) participating in the fabrication or preserving of evidence he knows to be false or which is manifestly false ;

(f) concealing or knowingly omitting to reveal what the law obliges him to reveal ;

(g) advising or encouraging his client to perform an act which he knows to be illegal or fraudulent ;

(h) not informing his client and the opposite party when he becomes aware of an impediment to the continuation of his mandate ;

(i) pressing or repeated inducement of a person to retain his own professional services ;

(j) leaving his client before his case is tried without giving him time to find a new advocate, or threatening to do so by imposing unfair conditions upon him ;

(k) requiring from a client advances out of proportion to the nature, importance, circumstances of the case and situation of the parties ;

(l) seeking out persons who could make legal claims for the purpose of representing them ;

(m) employing or paying agents or runners to obtain mandates ;

(n) coming to terms in any manner whatsoever with any person in order to procure clients or business ;

(o) retaining the services of a bailiff in paying him a salary to have him act in that capacity or sharing with him the fees or other costs that one or the other is entitled to claim for his services ;

(p) not informing the syndic within a reasonable time limit of a derogatory act committed to his personal knowledge by a colleague ;

(q) refusing or failing without good cause to appear at the office of the syndic, of one of his assistants or of a corresponding syndic, upon request to that effect by one of those persons ;

(r) communicating with the plaintiff without the prior written permission of the syndic or his assistant whenever he is informed of an inquiry into his professional conduct or competence or whenever a complaint has been laid against him ;

(s) charging a client for interviews, communications or correspondence with the syndic when the latter asks the advocate for explanations or information respecting the mandate he has received from such client ;

(t) not immediately informing the executive director of the Bar when he knows of any impediment whatsoever to the admission of a candidate to the Bar ;

(u) practising his profession in a nominal or real corporation with persons other than advocates ;

(v) making or allowing to be made, advertisements identifying him as an advocate and envisaging the promotion or sale of products or services by any audiovisual means, written or oral advertisements ;

(w) claiming fees for unperformed or falsely described professional acts ;

(x) claiming from a client extrajudicial fees for a professional service or a part of a professional service the cost of which is assumed by a third party, except where he has concluded with the client an agreement not prohibited by law.

§3. Relations with the Bar and colleagues

4.03.01. The advocate whose participation in a council for the arbitration of accounts, a committee on discipline or a professional inspection committee is requested by the Bar, must accept that duty unless he has exceptional reasons for refusing it.

4.03.02. The advocate must answer in writing and with diligence all correspondence from the syndic of the Bar, one of his assistants, a corresponding syndic, investigators or members of the professional inspection committee when one of them requires information or explanations

on any matter respecting the practice of the profession.

4.03.03. The advocate shall not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him.

4.03.04. The mandate to render professional services to any group, whether or not incorporated, in matters in which the group as such is interested, must not include the obligation to render professional services to the members and employees of such group.

§4. Contribution to the advancement of the profession

4.04.01. The advocate must, as far as he is able, contribute to the development of his profession through the exchange of his knowledge and experience with his colleagues and students and by his participation in courses and permanent training periods.



c. B-1, r.2

Regulation establishing the joint committee on the training of candidates to the practice of the profession of advocate

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1)

Professional Code
(R.S.Q., c. C-26, s. 184)

DIVISION I INTERPRETATION

1.01. In this Regulation, the expression “institution representative” means the person appointed by a university to co-ordinate on behalf of such university the setting up and working of the joint committees established by the Government under subparagraph *b* of the first paragraph of section 184 of the Professional Code.

DIVISION II SETTING UP OF COMMITTEE

2.01. A joint committee on legal training shall be set up composed as follows :

- (a) 6 representatives of the Barreau du Québec ;
- (b) 1 representative of the Faculty of Law of the Université Laval designated by the latter's institution representative ;
- (c) 1 representative of the Faculty of Law of the Université de Montréal designated by the latter's institution representative ;
- (d) 1 representative of the Faculty of Law of McGill University designated by the latter's institution representative ;
- (e) 1 representative of the Faculty of Law of the Université de Sherbrooke designated by the latter's institution representative ;
- (f) 1 representative of the Department of legal sciences of the University of Québec in Montréal designated by the institution representative of the University of Québec ;
- (g) 1 representative of the Civil Law Section of the Faculty of Law of the University of Ottawa ;

- (h) 2 representatives of university law students ;
- (i) 1 representative of students in professional training ;
- (j) 1 representative of the Chambre des notaires du Québec.

DIVISION III MANDATE OF COMMITTEE

3.01. The mandate of the committee is to submit to the bodies or groups represented in the committee as well as to the Office des professions du Québec, the Conference of rectors and principals of the universities of Québec, the Comité conjoint des programmes du Ministère de l'Éducation, the Conseil des universités and the institution representative of each university referred to in section 2.01, its recommendations on the following matters :

- (a) the core curriculum of the study programme compulsory for students before entering the professional training programme ;
- (b) the other eligibility requirements for students entering such professional training programme ;
- (c) the professional training programme ;
- (d) the methods of evaluation of professional training ;
- (e) continued training.

DIVISION IV COMMITTEE PROCEDURE

4.01. Each member of the committee is entitled to vote with the exception of the member designated by the Chambre des notaires du Québec who shall act in an advisory capacity.

4.02. The members of the committee shall choose a chairman from among themselves.

4.03. The secretariat of the committee shall be the responsibility of the Barreau du Québec.

4.04. The chairman shall fix the date and hour of the meetings of the committee, convene the meetings and preside over them.

4.05. The quorum of the committee shall be 9 members.

4.06. The secretary shall draw up the minutes of each meeting of the committee and send a copy thereof to the bodies, groups and persons referred to in section 3.01.

4.07. The recommendations of the committee are made by majority vote ; in the case of a tie-vote, the chairman shall cast an additional vote.

4.08. The recommendations shall not bind the bodies or groups represented in the committee.

4.09. The recommendations that are not accepted by the bodies or groups represented in the committee shall be returned to the latter for review.

4.10. The committee must hold at least 1 meeting a year.



c. B-1, r.3

By-law respecting accounting and trust accounts of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, ss. 15 and 75)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this By-law, unless the context indicates otherwise, the following terms mean :

(a) “advocate” : anyone entered on the roll who is practising by himself or in a partnership, including a law office ;

(b) “client” : a person or partnership, incorporated or unincorporated, that hands money or other property over to an advocate in the practice of his profession ;

(c) “money” : any coin, government or bank notes or similar order of payment, and instrument which a chartered bank may or does negotiate ;

(d) “money in trust” : any amount of money received by an advocate that belongs in whole or in part to a client or that is to be held on the client’s behalf or pursuant to his or another’s instructions, and that includes money advanced to an advocate in payment of fees for services not yet rendered, or money advanced in payment of disbursements to be made ;

(e) “trust records” : the books, registers and accounts of an advocate in which are or must be entered receipts and disbursements of money in trust, and all relevant data pertaining to the circumstances in which he collected the money, and the purposes for which the money is received and disbursed ;

(f) “other valuable property held in trust” : securities, stock certificates, bonds, debentures, deposit receipts, treasury bills, negotiable instruments, immoveable property and any other security which could be negotiated or transferred by an advocate.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this By-law.

DIVISION II BOOKS, REGISTERS AND ACCOUNTS FOR ACCOUNTING PURPOSES

2.01. Every advocate must keep up-to-date books, registers and accounts in connection with his practice, entering therein :

- (a) any amount of money received by him in trust ;
- (b) any disbursement made by him from his trust account ;
- (c) the unexpended balance of the money he holds in trust, in total and separately for each person ;
- (d) all other valuable property held in trust that could be negotiated or transferred by the advocate.

2.02. To comply with section 2.01, an advocate must keep up-to-date at least the following :

(a) a book or other permanent accounting register showing all receipts and disbursements of money, distinguishing therein between :

- i. money received in trust for clients and disbursements of money held in trust ;
- ii. money received and money disbursed in his own account ;

(b) a book or other permanent accounting register showing separately, for each person for whom money has been received in trust, all such money has been received in trust, all such money received and disbursed and any unexpended balance ;

(c) bank statements or bank books, cancelled cheques and detailed duplicate deposit slips for trust accounts ;

(d) a permanent register showing or capable of showing a monthly reconciliation of the total of balances held in the trust account or accounts, and the total of all unexpended funds held in trust for clients as they appear in the books and registers of the advocate together with the reasons for any difference between the totals ;

(e) a list or other permanent register showing all specifically identified property held in trust for clients.

DIVISION III ESTABLISHMENT OF ACCOUNTS AND DEPOSIT OF MONEY RECEIVED

3.01. An advocate must deposit or have deposited all money in trust, as soon as possible after receipt thereof, in a trust account in a chartered bank or other institution authorized by law to receive deposits, and must deposit the money in his own name.

3.02. An advocate may keep one or more trust accounts as he sees fit.

3.03. Only the following may be deposited in a trust account :

- (a) money received in trust ;
- (b) money that has been withdrawn from the trust account in contravention of the sections of this By-law ;
- (c) money paid to an advocate, part of which belongs to a client and part of which belongs to the advocate, where the payment cannot be divided ; however, money belonging to the advocate must be withdrawn from the trust account.

3.04. An advocate need not deposit in a trust account :

- (a) money that a client has requested the advocate in writing to deposit elsewhere than in a trust account ;
- (b) money that he deposits in a separate account opened or to be opened on behalf of a client or some person named by the client or by the duly authorized agent of the client ;
- (c) money that, in the ordinary course of business, is paid upon its receipt in the form received, to or on behalf of the client.

3.05. The following must not be deposited into a trust account :

- (a) money that belongs entirely to the advocate ;
- (b) money that is received by the advocate on account of fees for which a bill has been sent or is received to reimburse the advocate for disbursements made or expenses incurred on behalf of a client ;
- (c) money paid to an advocate for his services when it is agreed in writing that he will be entitled to keep such

money even if he is not called upon to render his services or make disbursements.

3.06. Money must not be withdrawn from a trust account other than :

- (a) money to be paid to a client or to be paid on his behalf ;
- (b) money required to reimburse the advocate for money spent on behalf of a client or for expenses incurred on behalf of a client ;
- (c) the amount of accounts for fees and disbursements, ascertained in writing and sent to the client or accepted by him ;
- (d) money that is directly transferred into another trust account and held on behalf of a client ;
- (e) money that has been deposited in a trust account in contravention of the sections of this By-law.

3.07. Money withdrawn from a trust account pursuant to subparagraph *b* or *c* of section 3.06 must be withdrawn only by cheque made out to the order of the advocate or by transfer to a bank account other than a trust account on behalf of the advocate.

3.08. Money withdrawn from the trust account must in no case exceed the total of the money held in the trust account for that client ; the money withdrawn from a trust account must not be used to pay any of the advocate's personal accounts.

3.09. An advocate retains his recourse by way of privilege, compensation or otherwise, for amounts deposited in a trust account.

DIVISION IV INSPECTION OF TRUST ACCOUNTS

4.01. Trust accounts are inspected by the syndic and his assistants, with the help of chartered accountants, experts or investigators ; an advocate must exhibit to those persons all necessary documents and provide them, in writing or otherwise, with such information and explanations regarding those accounts as they may require.

4.02. Every advocate must, on or before 31 January of each year, complete and send to the syndic a sworn declaration containing at least the information specified in Schedule 1.

4.03. A new declaration must immediately be completed and sent to the syndic whenever an advocate changes firms, moves in any way, changes banks, opens a new trust account, or at the request of the syndic.

SCHEDULE 1

(s. 4.02)

**Barreau du Québec**

**ANNUAL DECLARATION
RESPECTING BOOKS, REGISTERS AND ACCOUNTS**

Year 19

**By-law respecting accounting and trust accounts of advocates (R.R.Q., c. B-1, r.3)
Regulation respecting the fund for legal studies of the Barreau du Québec (R.R.Q., c. B-1, r.5)
An Act respecting the Barreau du Québec (R.S.Q., c. B-1)**

I, _____, a member of the Barreau du Québec,

Section of _____, and entered on the Roll since 19____, declare as follows:

1.1 The By-law respecting accounting and trust accounts of advocates does not require that I keep a separate account and, as such, I do not keep a separate account, nor do I have responsibility for money in trust, because :

(a) I am employed full time as an advocate in the law office of

(name of office)

(b) or as _____

in/for _____

(name of organization)

(c) _____

(indicate circumstances justifying this statement)

1.2 Since my last declaration, I have not engaged in the private practice of law nor have I been responsible for any money in trust.

1.3 If I practise law outside the scope of my employment, I undertake to open a trust account, if need be, and to notify the syndic immediately.

2.1 I practise

(a) alone yes () no ()

(b) in nominal partnership with _____
under the name of _____

(c) in real partnership with _____

under the name of _____

2.2 I (we) keep separate accounts for money collected for clients or received from clients for payment to third persons or as advances for fees and disbursements, by means of appropriate registers. I (we) have trust account(s) where that money is deposited.

These books, registers and accounts are () are not () verified by a chartered accountant.

2.3 From _____ to _____, my trust account(s) was (were)
(Specify according to the instructions of the syndic)at _____
(name and address of the banking institution)**2.4** This (these) account(s) bore the following NAME(S): _____**2.5** This (these) account(s) bore the following NUMBER(S): _____**2.6** On _____, the following amounts were on deposit in this or
(date) (Specify according to the instructions of the syndic)these accounts: _____
(total amount in each account)

- 2.7** Between and , I (we)
 (Specify according to the instructions of the syndic)
 held in trust the following deposit certificates :

Certificate No.	Amount	Issue date	Maturity date	Depository institution

- 2.8** Between and , I (we)
 (Specify according to the instructions of the syndic)
 held in trust other valuable property as follows :

- 2.9** Since my last declaration, I have at all times complied with the sections of the Act and of the By-law respecting accounting and trust accounts of advocates.
- 2.10** I authorize the syndic of the Barreau du Québec, or any person designated by him, to inspect this or these accounts and to obtain all information he may require from the banking institution.
- 2.11** If I must change firms, move in any way, change banks or open a new trust account, I undertake to notify the syndic immediately.

Sworn before me at _____

this _____ day of _____ 19 _____

 (Commissioner of oaths)

 (Advocate's name in block letters)

 (Advocate's signature)

Office address :

_____ Tel. : _____

Home address :

_____ Tel. : _____

N.B. All members entered on the Roll of the Order must complete this annual declaration. If necessary, give additional information on an attached sheet.



c. B-1, r.4

Regulation respecting the administration of the business of the Barreau du Québec

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, ss. 12, 15 and 65)

Professional Code
(R.S.Q., c. C-26, ss. 93 and 94)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under section 93 and paragraph *a* and *b* of section 94 of the Professional Code (R.S.Q., c. C-26), the second paragraph of subsection 1 of section 12, subparagraph *g* of subsection 2 of section 15 and section 65 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II GENERAL MEETING

2.01. The Executive Committee shall fix the agenda of the annual general meeting of the members of the Bar.

2.02. The quorum for a general meeting is 100 members of the Bar.

DIVISION III ELECTION OF THE BÂTONNIER AND OF THE VICE-PRESIDENT

3.01. The closing of the poll for the election of the Bâtonnier of the Province of Québec and of the vice-president is fixed at 16 h on the last juridical day in the month of April.

3.02. The term of office of the Bâtonnier of the Province of Québec and of the vice-president is one year.

3.03. The number of scrutineers for the election of the Bâtonnier of the Province of Québec and of the vice-president is fixed at 5.

DIVISION IV DISMISSAL

4.01. The General Council may dismiss one of the employees referred to in section 26 of the Act respecting the Barreau du Québec who has at least 6 months of service only after the Bâtonnier of the Province of Québec has given him notice of at least 30 days to the effect that the question of his dismissal is to be studied by the General Council. Such employee may, within 10 days of the receipt of such notice, apply in writing to the Bâtonnier for an inquiry by a special committee of 3 advocates. At the time of his application, the said employee shall designate one of the members of the special committee.

Within 5 days of the application, the Bâtonnier of the Province of Québec shall designate the second member of the special committee. The third member shall be selected by the first two within 5 days following the appointment of the second member or, in default thereof, by the chairman of the Office des professions du Québec.

After hearing the parties and, where it deems appropriate, any other witness, the special committee shall submit a report on its inquiry to the General Council and send a copy thereof to the employee.

4.02. The Executive Committee may dismiss one of the employees who is not referred to in section 26 of the Act respecting the Barreau du Québec but who is designated as an officer by the Executive Committee upon his engagement or before 25 October 1976, and who has at least 6 months of service, only after the Bâtonnier of the Province of Québec has given him notice of at least 30 days to the effect that the question of his dismissal is to be studied by the Executive Committee. Such employee may apply for an inquiry by a special committee of 3 advocates. The procedure for the constitution and for the conduct of the inquiry of the said committee is that provided in section 4.01; however, the special committee shall submit a report on its inquiry to the Executive Committee.

DIVISION V MISCELLANEOUS PROVISIONS

5.01. An advocate who has not paid his contributions for the current year on the date provided in the Act respecting the Barreau du Québec may be entered on the Roll by paying to the Bar his contributions and a penalty of 25 \$.

5.02. The Bar shall pay every person summoned as a witness upon the trial of a complaint the amount prescribed for the taxation of a witness before the Superior Court.

5.03. Subject to section 14 of the Act respecting the Barreau du Québec, the deliberations of a general meeting of the members or of the General Council are governed by *Procédure des assemblées délibérantes* by Victor Morin, latest edition.

5.04. The executive director shall cause to be published a notice of every final disciplinary decision imposing upon an advocate disbarment of at least 12 months in at least one issue of an information media circulated in the region in which that advocate practised ; such notice is given in accordance with the Charter of the French language (R.S.Q., c. C-11).

5.05. The corporate seat of the Bar shall be at 1 Notre-Dame Street East, in Montréal.

Decision of 15.06.76, (1976) 108 O.G.II, 3871
O.C. 2694-76, (1976) 108 O.G.II, 5091
O.C. 1161-77, (1977) 109 O.G.II, 2193



c. B-1, r.5

Regulation respecting the fund for legal studies of the Barreau du Québec

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s.15)

Professional Code
(R.S.Q., c. C-26)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the expression “general trust account” means the trust account of an advocate provided for in the By-law respecting accounting and trust accounts of advocates (c. B-1, r.3) of the Barreau du Québec.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II ESTABLISHMENT AND COMPOSITION OF FUND

2.01. A fund for legal studies is established by this Regulation and it is constituted by the sums voted by the General Council, by gifts and legacies made for such purpose, by the proceeds of accounts held in trust by advocates in the exercise of their profession from which are deducted the administration costs of the accounts in question and the proceeds and growth of the assets of the fund.

DIVISION III PROCEEDS OF ACCOUNTS IN TRUST

3.01. Within 30 days of the opening by an advocate of an account in trust, the latter must forward to the syndic and to the depositary institution a duly completed and signed copy of the form prescribed in Schedule 1.

An advocate must also comply with this section within 30 days following the request made to him to that effect by the syndic.

3.02. The syndic must notify in writing the advocate who does not comply with section 3.01 ; this notice must be forwarded to the advocate by registered or certified mail, indicate the nature of the default and specify that if he does not remedy his default within 20 days of receipt of the notice, a complaint will be laid against him before the Committee on Discipline.

3.03. The administration costs of the notice prescribed in section 3.02 are of 10 \$ plus mailing and registration or certification costs ; the failing advocate must pay such costs.

3.04. The Executive Committee is entitled to make, with the institutions which are the depositaries of accounts held in trust by advocates, the agreements relative to the interest to be paid on such accounts, the transfer of such interest and of any other proceeds of such accounts to the fund, as well as any other agreement necessary for the application of this Regulation.

3.05. Nothing in this Regulation shall be interpreted as preventing a client from expressly requiring that the proceeds of his deposit in trust be remitted to him. In that case, the advocate must allot that deposit to a private trust account.

3.06. Where a client avails himself of section 3.05, the latter and the advocate shall complete the form prescribed in Schedule 2 and the advocate must immediately forward a copy thereof to the client and to the syndic.

3.07. Nothing in this Regulation must be interpreted as preventing an advocate from depositing in a special trust account the advances of fees and disbursements entrusted to him by his clients and to withdraw the interest thereon.

DIVISION IV ADMINISTRATION OF THE FUND

4.01. The Executive Committee shall manage the fund and a separate accounting shall be kept for such purpose.

4.02. The sums of money constituting the fund shall be invested by the Executive Committee in the following manner :

(a) that part of the sums that the Executive Committee plans to use at call shall be deposited in a bank, trust company or federation of savings and credit unions ;

(b) the other part shall be invested in accordance with Division IV of the Act respecting the Caisse de dépôt et placement du Québec (R.S.Q., c. C-2) with its present and future amendments.

4.03. The General Council of the Bar shall determine which parts of the sums shall be allotted to the various objectives listed in paragraph *h* of subsection 2 of section 15 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1) and shall approve the annual budget.

4.04. An advisory committee on the interest of trust accounts is set up; the members of that committee shall be appointed by the General Council and selected from among the members of the Executive Committee, former bâtonniers and the members of the General Council.

4.05. The advisory committee on the interest of trust accounts shall make the recommendations it deems pertinent to the General Council regarding the objectives to be pursued and the priorities to be respected in the allotment of the sums constituting the fund.

SCHEDULE 1

(s. 3.01)

DECLARATION AND AUTHORIZATION RELATIVE TO ACCOUNTS IN TRUST

To
name and address of depository institution and of
.....
the syndic

I (we), the undersigned
advocate(s) at :
declare under my (our) oath of office, the following :

1. Account No.(s)
is (are) opened at :
name and address of depository institution
in the name of :

2. The account(s) referred to above is (are) constituted of fund deposits that were entrusted to me (us) in trust in the exercise of my (our) profession.

3. I (we) give authorization to the institution designated in section 1 to transfer directly to the FUND FOR LEGAL STUDIES the interest or other proceeds of that (those) account(s) and to deduct therefrom, where appli-

cable, at source and out of such interest and proceeds, the administration costs prescribed in accordance with the agreement reached with the Executive Committee of the Bar.

4. I (we) grant an irrevocable authorization granting the right to the Executive Committee of the Barreau du Québec or to any person designated by the Executive Committee, to :

(a) request to and obtain at all times from the above mentioned institution all information and explanations deemed necessary or useful ;

(b) freeze the interests of the fund in deposit or permit the withdrawal or payment thereof only under certain conditions.

SIGNED at Québec,
this day of the month of
one thousand nine hundred
.....
Signature of advocate(s)

SCHEDULE 2

(s. 3.06)

DECLARATION, AUTHORIZATION AND AGREEMENT RELATIVE TO A PRIVATE TRUST ACCOUNT

To :
.....

I (we), the undersigned,
advocate(s) at
declare under my (our) oath of office that :

1. Every sum deposited in private account No.
in my (our) name in trust belongs to :
.....
name and address of client

2. The interest and other proceeds from that account are the property of the client designated above.

3. This account is subject to the By-law respecting accounting and trust accounts of advocates (R.R.Q., c. B-1, r.3).

Signed at Québec
this day of the month of
one thousand nine hundred

..... Signature of depositor Signature of advocate(s)



c. B-1, r.6

Regulation respecting the indemnity fund of the Barreau du Québec

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 15)

Professional Code
(R.S.Q., c. C-26, s. 89)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under section 89 of the Professional Code (R.S.Q., c. C-26) and paragraph c of subsection 3 of section 15 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II CONSTITUTION OF FUND

2.01. An indemnity fund, hereinafter referred to as “the Fund” is established under this Regulation.

2.02. The Fund shall consist of :

- (a) the sums already allocated for that purpose upon 28 July 1976 ;
- (b) sums allocated therefor by the General Council where required ;
- (c) assessments levied for such purposes ;
- (d) amounts recovered from an advocate in default under a subrogation or section 118 of the Act respecting the Barreau du Québec ;
- (e) the growth of the assets of the Fund ; and
- (f) sums of money that may be paid by an insurance company under a group insurance policy subscribed by the Bar for all its members.

2.03. The Fund shall be maintained at a minimum amount of 100 000 \$.

2.04. The Fund shall be administered by the Executive Committee.

2.05. The sums of money constituting the Fund shall be invested by the Executive Committee as follows :

(a) that portion of the sums which the Executive Committee anticipates using at call shall be deposited in a bank, trust company or a federation of savings and credit unions ;

(b) the other portion shall be invested in accordance with Division IV of the Act respecting the Caisse de dépôt et placement du Québec (R.S.Q., c. C-2), with present and future amendments.

DIVISION III CLAIMS TO THE FUND

3.01. A claim to the Fund must :

- (a) be submitted in writing ;
- (b) state the facts in support thereof ;
- (c) indicate the amount claimed ; and
- (d) be sworn to and filed with the executive director.

3.02. Upon the request of the Executive Committee or of the person or committee designated to make an investigation, the claimant or advocate in question must :

- (a) furnish to the Bar all details and documents relative to the claim ; and
- (b) submit all sworn or documentary testimonial evidence.

3.03. The claim must be filed within the longer of the following 2 time periods :

- (a) within 6 months following the notice given the claimant upon a final decision in disciplinary matters to the effect that an amount of money must be paid ;
- (b) in the course of the year during which the claimant is aware of illegal utilization.

DIVISION IV INDEMNITY

4.01. The Executive Committee shall decide whether it is expedient to allow a claim in whole or in part and,

where applicable, shall fix the indemnity. Its decision is final.

4.02. The Executive Committee may designate a person or a committee to hold an inquiry and to present a report to it concerning a claim.

4.03. The maximum indemnity payable out of the Fund is fixed at 100 000 \$ for the total claims in respect of an advocate and at 20 000 \$ per claimant.

4.04. Upon the recommendation of the Executive Committee, the General Council may pay an indemnity in excess of the amounts prescribed in section 4.03 under special circumstances justified by humanitarian considerations.

4.05. To receive an indemnity, the claimant must surrender to the Bar his rights in respect of the advocate in default up to the amount of the indemnity.



c. B-1, r.7

Regulation respecting professional training of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 15)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “year of professional training” : 2 semesters ;
- (b) “Committee” : the Committee on professional training ;
- (c) “School of the Bar” : the 4 professional training centres situated in the Cities of Montréal, Québec, Ottawa and Sherbrooke ;
- (d) “regular examination” : all sittings included in the year of professional training for which the candidate enrolled in such year of professional training presents himself ;
- (e) “supplemental examination” : examination sittings other than those of the regular examinations ;
- (f) “semester” : period of at least 15 weeks during which the School of the Bar carries on professional training activities ;
- (g) “sector” : the entire courses leading to an examination sitting.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II COMMITTEE ON PROFESSIONAL TRAINING

2.01. The Committee shall be formed of at least 7 members of the Bar and of other persons appointed as consultants ; only the members of the Bar shall be entitled to vote in the Committee. The members of the Committee shall be appointed annually by the General Council and shall remain in office until they are replaced.

2.02. The quorum of the Committee shall be composed of the majority of its members entitled to vote.

2.03. In the event of the vacancy of a member or if he is unable to act before the expiry of his mandate, the office shall be filled by the General Council for the balance of the term.

2.04. The Committee has authority over the professional training of future advocates. It shall be responsible for the professional training courses, examinations and training periods.

2.05. The Committee shall decide on all questions respecting instruction and examinations. It shall hire the professors and part-time staff and recommend the hiring of full-time staff to the Executive Committee.

2.06. The Committee shall determine the number and duration of the sittings of regular or supplemental examinations and shall also determine the subjects which are the object of each examination sitting.

DIVISION III SCHOOL OF THE BAR

3.01. The School of the Bar shall be managed by the Committee under the supervision of the Executive Committee.

3.02. The professional training shall comprise the courses and examinations given by the School of the Bar and the training period prescribed in Division VI.

DIVISION IV REGISTRATION

4.01. At least 2 months before the beginning of the professional training courses, a candidate for the practice of the profession must forward to the Committee an application for registration established by the Committee and produce all the documents required therein. The Committee shall determine the date of registration each year.

4.02. Where the student proves that he was unable to register within the interval prescribed in section 4.01 due to circumstances beyond his control, the Committee may allow him to file an application for registration after the said interval, provided however that his registration is

made prior to the holding of the first examination sitting of the regular semester.

4.03. Registration for the year of professional training shall be completed by remittance to the student of his student professional training card.

4.04. The Committee shall determine the amount of the school fees ; one-half of which shall be payable upon registration, and the balance at the beginning of the second semester.

In default of payment on the dates prescribed, the Committee may impose one or several of the following penalties :

- (a) consider the registration null either for all purposes or for certain purposes only, for 1 or 2 semesters ;
- (b) withhold the examination results and the documents ;
- (c) refuse to issue the professional training student card ;
- (d) refuse to issue the articulated student card.

4.05. A student may withdraw in writing from his registration for professional training at any time. The withdrawal shall take effect from the day of its receipt by the Committee. The student shall remain responsible for the fees up to the sectors already commenced upon his withdrawal, or in respect of which he would have received documents. The reimbursement shall be made only for the other sectors.

DIVISION V EXAMINATION

§1. Sub-committee of examiners

5.01. The Committee shall constitute one or several examiner sub-committees charged with the preparation and correction of examination sittings and shall designate the chairman and secretary of each of these sub-committees ; the secretary of the sub-committee shall not necessarily be a member thereof. Only the members of the Bar and the teaching staff may be part of such sub-committees.

5.02. No person who is a relative in the ascending line or a descendant or spouse either in law or in fact of a candidate may take part in the preparation of questions and correction sittings in respect of the examination sitting for which the candidate presents himself.

5.03. Before each examination preparation or correction sitting, the examiners must take to oath or solemnly swear before the chairman of the Committee or sub-committee that they are not related to any candidate as described in section 5.02 and, in the matter of a preparation sitting, that they shall maintain the secrecy of the examination questions and of the deliberations of the sub-committee.

§2. Passing marks

5.04. A candidate must obtain 60% to pass an examination sitting.

5.05. A candidate who has obtained a mark under 50% in an examination sitting must pass retake that examination sitting in all cases.

5.06. A candidate who, at a sitting of a regular examination, obtains a mark between 50% and 60% shall be dispensed from retaking it if he has maintained a general average of 65% at the sittings of that regular examination and if he has attended all sittings of the regular examination.

5.07. Where the candidate has obtained a general average of 65% at the regular examination, the supplemental examination shall only be compulsory for the examination sittings in which his mark is under 50%.

5.08. Irrespective of the general average, the passing mark required for each sitting of a supplemental examination is 60%.

§3. Supplemental examination

5.09. A candidate may not attend the sitting of a supplemental examination more than once without registering in the courses which lead to such examination sitting or to a similar sitting within the framework of the year of professional training ; the similar examination sitting is determined by the Committee. When he is thus registered, the candidate may retake the supplemental examination at the sitting of the regular examination and at the sitting of the supplemental examination which immediately follows that regular examination.

5.10. The admission fees for a supplemental examination shall be determined by the Committee.

5.11. A student who does not pass a regular examination sitting must attend the supplemental examination sitting which immediately follows the year of professional training and pass that examination sitting, in default of

which he must register again in the courses which lead to such supplemental examination sitting or to a similar examination sitting.

5.12. At least 10 days before the supplemental examination sitting, the candidate must file with the secretariat of the School a notice in accordance with the form established by the Committee.

§4. Holding of examination

5.13. No candidate may be admitted into an examination room later than one hour after the beginning of the examination and no candidate may leave an examination room before the expiry of one hour after the examination has begun. However, a candidate may be admitted later than one hour after the beginning of the examination provided no candidate has already left.

5.14. During an examination sitting, the candidate may use any books, notes or forms to assist them.

5.15. Candidates may not assist or attempt to assist other candidates or be assisted by them, or communicate among themselves by signs or otherwise.

5.16. The persons responsible for the room may exclude from an examination sitting any candidate who contravenes this Regulation or disrupts the proper functioning of the examination.

5.17. Cheating at an examination sitting, the contravening of this Regulation or the disruption of the proper functioning of an examination sitting may entail the nullity of that examination sitting or of the entire examination of such candidate; that sanction is imposed by the Committee.

5.18. A candidate may not leave the room during an examination sitting, except in case of emergency and accompanied by a supervisor.

5.19. The number of points attributed to each question must appear on the examination questionnaire.

5.20. During an examination sitting, the candidate must produce upon request his student professional training card bearing his photograph.

5.21. After each examination sitting, the candidate shall insert his answers and a small sealed envelope containing a sheet on which his name is written in a large envelope which he seals and on which no name, pseudonym, sign or identification mark appears.

§5. Automatic correction and revision

5.22. The examination books of a sitting are corrected by the sub-committee of examiners which is responsible therefor, the latter sitting in plenary committee or in groups composed of at least 2 examiners designated by the chairman of the sub-committee of examiners.

5.23. The chairman of the sub-committee of examiners responsible for the examination sitting constitutes revision committees composed of 3 members each and appoints the chairmen thereof.

5.24. The books of the candidates who, according to the correction made under section 5.22 have not obtained the minimum marks required to pass a sitting shall be referred to a revision committee.

5.25. Any error or omission in the automatic correction or revision may be corrected by a special committee composed of 5 examiners, formed and chaired by the chairman of the sub-committee of examiners responsible for the examination sitting. Errors in the computation of the marks of a candidate may be corrected by the chairman or secretary of the sub-committee of examiners responsible for the examination sitting.

5.26. Upon the request of the chairman of the sub-committee of examiners responsible for the examination sitting, the Committee may be called during the week which follows the correction of an examination sitting to study, where applicable, the problems raised by that examination sitting.

§6. Revision upon request

5.27. Within 30 days of the completion of the correction, the Committee shall make the standard answers public.

5.28. Within 15 days of the publication of the standard answers, the candidate may consult his answers in the presence of a person authorized by the Committee.

5.29. Upon written request and upon payment of a sum of 15 \$ per sitting, produced at the secretariat of the School of the Bar within 15 days of the publication of the standard answers, a candidate may have his examination book revised.

5.30. The Committee shall appoint a sub-committee composed of at least 4 examiners to revise the book without the candidate being in attendance.

5.31. During a revision, the mark may be maintained, increased or decreased. The mark thus obtained is final for all purposes, determines whether the person passed or did not pass that examination sitting and is used to establish the general average of the candidate.

5.32. The books shall be kept for 6 months and shall be destroyed upon the expiry of that period.

DIVISION VI TRAINING PERIOD

6.01. Any person who has passed the examination for admission to the Bar must satisfactorily complete the training period prescribed in this Division before being eligible for entry on the Roll.

6.02. The training period constitutes a preparation for the practice of law and is completed under the authority of a practising advocate or a member of the judiciary.

6.03. The duration of the training period is 6 consecutive months.

6.04. Before undertaking his training period, the candidate must obtain an articulated student card issued by the Committee.

6.05. The articulated student card shall be issued upon the request of the practising advocate or the member of the judiciary under whose authority the candidate intends to complete his training period.

6.06. Where the Committee believes that a training period may not constitute adequate preparation for the practice of law, it may refuse to issue an articulated student card or cancel the latter after having heard the person responsible for the training period and the student concerned.

6.07. In order to complete his training period, an articulated student may, with the authorization of the Committee, pursue his training period with a practising advocate or with a member of the judiciary other than the one who requested the articulated student card.

6.08. Upon a petition founded on reasonable grounds, the Committee may recognize the validity of an interrupted training period.

6.09. Upon a petition founded on reasonable grounds, a new articulated student card may be issued by the Committee.

6.10. The articulated student may, under the authority and direction of a practising advocate or of the member of the judiciary who has requested his articulated student card, accomplish all the professional acts of an advocate.

6.11. The Committee may require information from the practising advocate who has applied for or who has obtained a card for an articulated student in order to inquire into the activities of the training period and to decide on its validity.

6.12. The Committee may appoint an investigator to report to it on the activities of an articulated student. Every practising advocate must collaborate with the investigator thus appointed.

6.13. Every candidate for the practice of the profession must fill in the form established by the Committee and send it to the Committee at least 1 month before the end of his training period.

6.14. During the last 15 days of the training period, the practising advocate or the member of the judiciary responsible for the articulated student must send a written report to the Committee stating whether the training period, up to such date, has been completed to his satisfaction or not and in accordance with the standards of this Regulation.

6.15. In case of refusal or upon the inability of the responsible party to produce such report, the articulated student may apply to the Committee which shall investigate the validity of the training period.

6.16. Following upon study of the report of the responsible party or after the inquiry prescribed in section 6.15, the Committee, within 15 days of the end of the training period, shall decide whether the latter constitutes a valid preparation for the practice of law and shall issue an attestation to that effect.

Before deciding that a training period does not constitute valid preparation for the practice of law, the Committee must give the person responsible for the training period and the articulated student concerned the occasion to be heard; notwithstanding the first paragraph, such decision may be rendered within 30 days of the end of the training period.

6.17. The attestation of validity of the training period shall be sent to the Committee on verification which shall give its opinion on the eligibility of the candidate and report thereon to the executive director and bâtonnier of the section in which the candidate intends to register.

DIVISION VII

RESTRICTIVE CARD FOR DIPLOMA IN LAW

7.01. The licenciate or bachelor of law who has taken 6 examination sittings and who has passed 5 may engage in activities of a judicial or quasi-judicial nature listed below under the authority and responsibility of a practising advocate or a member of the judiciary who has obtained a restrictive card for a diploma in law :

1. In civil matters :

- (a) all noncontentious proceedings ;
- (b) hearings in the Superior Court and in the Provincial Court of all preliminary exceptions or motions ;
- (c) interrogatories upon articulated facts, proof and hearing in cases of default to appear or to plead and the examination of debtors after judgment ;
- (d) all proceedings except proof before federal or provincial boards and commissions ;
- (e) all proceedings, including proof, before the administrator and Régie du logement, the Labour Court, the investigating commissioner and any conciliator or arbitration council ;
- (f) in matters of bankruptcy : any petition submitted for consideration of the registrar of bankruptcies ;
- (g) in appeal : attendance at the calling of cases appearing on the provisional roll.

2. In criminal and penal matters, first instance :

- (a) appearance : plea of not guilty and application to set a date for trial or hearing, plea of guilty and representations in respect of the sentence ;
- (b) application for bail : representations for or against such application ;
- (c) motion for postponement of enquiry or trial ;
- (d) other incidental proceedings such as :
 - i. voluntary statement ;
 - ii. election of trial before a judge alone ;
 - iii. arraignment and plea of guilty ;
 - iv. forfeiture of bail ;
- (e) trials related to all offences subject to prosecution pursuant to the Summary Convictions Act (R.S.Q., c. P-15) or Part XXIV of the Criminal Code of Canada ;

(f) all preliminary enquiries respecting offences the trial of which is not under the exclusive jurisdiction of the Superior Court, criminal jurisdiction.

7.02. The activities of the holder of a restrictive card for a diploma in law prescribed in section 7.01 may not replace the training period.

7.03. The restrictive card for a diploma in law shall be valid for 1 year and may be renewed upon request.

O.C. 4215-75, (1975) 107 O.G.II, 3829 and 5131
 O.C. 3182-76, (1976) 108 O.G.II, 5557
 O.C. 2981-81, (1981) 113 G.O.II, 3383



c. B-1, r.8

Regulation respecting entry on the Roll of the Order of Advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, ss. 15, 53 and 59)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under paragraph *a* of section 94 of the Professional Code (R.S.Q., c. C-26), paragraph *g* of subsection 2 of section 15, sections 53 and 59 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II OATHS

2.01. The oaths of allegiance and office prescribed by the Act respecting the Barreau du Québec are provided in Schedule 1.

DIVISION III MEMBERS OF THE BAR OF OTHER PROVINCES

3.01. The examination prescribed in paragraph *c* of section 50 of the Act respecting the Barreau du Québec shall be held on the date, at the place and in accordance with the terms and conditions determined by the Committee on professional training.

3.02. The examination fee is 100 \$ per sitting.

3.03. The admission dues of a member of the Bar of another province are 500 \$.

DIVISION IV SOLICITORS

4.01. The petition and declarations prescribed in section 55 of the Act respecting the Barreau du Québec are made in the form in Schedule 2.

4.02. The petition prescribed in section 58 of the Act respecting the Barreau du Québec is made in the form in Schedule 3.

DIVISION V OCCASIONAL PRACTICE

5.01. To obtain permission to act occasionnally in virtue of section 59 of the Act respecting the Barreau du Québec, the petitioner shall complete the form in Schedule 4.

5.02. The dues payable for occasional practice are 100 \$.

DIVISION VI RESUMPTION OF PRACTICE

6.01. The application for re-entry of a person who has been disbarred is made by a petition accompanied by an affidavit to the effect that he has complied with the requirements of section 73 of the Act respecting the Barreau du Québec.

6.02. If the application for re-entry is rejected, the petitioner is entitled to be given the reasons therefor in writing.

SCHEDULE 1 (s. 2.01)

OATH OR AFFIRMATION OF ALLEGIANCE

I,
do swear (or solemnly declare) that I will be faithful and bear true allegiance unto the established authority and that I will fulfill the duties of the profession of advocate with honesty and justice.

.....
Signature

Sworn or declared solemnly before me

at
this day of 19...

Oath or affirmation of office

I,
do swear (or solemnly affirm) that I will fulfill the duties of the profession of advocate with honesty, integrity and justice.

I will show respect in word and in deed for the persons entrusted with the administration of justice.

I will faithfully execute all mandates entrusted to me.

I will observe professional secrecy.

I will comply with the Professional Code (R.S.Q., c. C-26), the Act respecting the Barreau du Québec (R.S.Q., c. B-1) and the regulations of the Bar, always bearing in mind my duty not to compromise the honour and dignity of the profession which I enter this day.

.....
Signature

Sworn or solemnly declared before me

at

this day of 19...

.....

SCHEDULE 2

(s. 4.01)

PETITION AND DECLARATIONS OF SOLICITOR

I — PETITION

TO THE EXECUTIVE COMMITTEE OF THE BARREAU DU QUÉBEC :

PETITION BY :

(complete description of petitioner)

.....

.....

STATES THE FOLLOWING :

1. I was born at, province
..... country date

2. The complete address of my domicile is

.....

3. Residence in Québec (complete address)

.....

4. I am a Canadian citizen : by birth

by naturalization (No. and date of certificate)

.....

5. I am a member in good standing of the Bar of the Province of

6. I have never been found guilty of a criminal offence

or

I have been found guilty of on

and received the following sentence :

in Record No. of the Court

for the district of in the province of

7. I am not presently the object of a suspended charge or disciplinary measure (otherwise, specify)

8. I annex the following documents to my petition :

(a) a cheque for ... \$ in payment of my contribution ;

(b) a certificate by the competent officer establishing that I have been a member in good standing of the Bar of another province for at least 3 years and have never been condemned to a disciplinary penalty.

Considering sections 55, 57 and 58 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1), I pray the Executive Committee of the Barreau du Québec to issue a solicitor's restrictive permit to me for the current year.

.....
Signature

Sworn or solemnly declared before me

at

this day of 19...

.....
Advocate or any other person authorized to administer the oath

II — DECLARATION OF PARTICULARS OF FUNCTIONS

1. I have been employed by
since

2. The functions I have performed for 3 years with the aforementioned employer or its subsidiaries are

.....

3. The functions that I presently perform are :

(give a brief description)

.....

4. In Québec, I perform :

(a) the functions described above :

or

(b) the following functions :

5. My employer has its head office, an office or a subsidiary in Québec at the following address :

Date

Signature

III — DECLARATION OF OFFICE

I DECLARE THAT :

1. I have taken cognizance of section 128 of the Act respecting the Barreau du Québec.

2. I solemnly undertake to act solely within the limits of the functions authorized by the said section 128 for the exclusive account of my employer or its subsidiaries.

Date

Signature

SCHEDULE 3

(s. 4.02)

PETITION FOR RENEWAL OF RESTRICTIVE PERMIT

I, the undersigned,
holder of solicitor's permit No.
date, declare :

that I have in all respects complied with the conditions prescribed in the Act respecting the Barreau du Québec (R.S.Q., c. B-1) regarding such permit ;

that I presently perform the following functions for the employer named below :

function :

employer :

I petition the Executive Committee of the Barreau du Québec to renew my restrictive permit for another year.

Signature

Sworn and declared solemnly before me,

at

this day of 19...

..... Advocate or any other person authorized to administer the oath

SCHEDULE 4

(s. 5.01)

PETITION FOR OCCASIONAL PRACTICE

TO THE EXECUTIVE DIRECTOR OF THE BARREAU DU QUÉBEC

I, the undersigned,

having my law office at (address, postal code, telephone No.)

wish to act before the Court

for the district of

for the following purposes :

(a) client's name and address :

(b) name and address of correspondent advocate in Québec, if any :

(c) case no. :

(d) particulars of mandate :

I annex hereto a certificate by the competent officer attesting that the same privileges are granted to the advocates of Québec by the Bar of which I am a member.

The date of my last admission to occasional practice in Québec is

Signature

Sworn and declared solemnly before me,

at

this day of 19...

..... Advocate or any other person authorized to administer the oath



c. B-1, r.9

Regulation respecting the procedure for conciliation and arbitration of accounts of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 15)

Professional Code
(R.S.Q., c. C-26, s. 88)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under section 88 of the Professional Code (R.S.Q., c. C-26) and paragraph *d* of subsection 3 of section 15 of the Act respecting the Barreau du Québec (R.S.Q., c. B-1).

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. The syndic must forward a copy of this Regulation to every person who so requests.

DIVISION II CONCILIATION

2.01. A client who has a dispute with an advocate with respect to the amount of an account for professional services which is not the object of legal action, may apply for arbitration after having submitted to conciliation by the syndic.

2.02. The client shall apply for conciliation by the syndic verbally or in writing.

2.03. The advocate shall not institute a claim for professional services against his client from the moment when the syndic informs him of an application for conciliation with respect to his statement of fees until the expiry of a period of 20 days after receiving the syndic's conciliation report.

2.04. The syndic shall act upon the conciliation in the manner he deems most appropriate.

2.05. Upon termination of his conciliation, the syndic shall forward a report thereon to each party.

2.06. Should the conciliation not result in an agreement between the parties, the client may, within 15 days from the date of receipt of the syndic's report, have recourse to arbitration in accordance with Division III.

DIVISION III ARBITRATION

§1. Submission to arbitration

3.01.01. A client applies for arbitration by filing with the executive director 2 copies of the form prescribed in Schedule 1, duly completed and bearing his signature.

3.01.02. Upon receipt of the 2 copies of the submission to arbitration completed by the client, the executive director shall send one copy thereof to the advocate by registered or certified mail or by bailiff. Upon receipt of that copy, the advocate must sign the agreement form prescribed therein and return it to the executive director.

3.01.03. From the moment when he receives a copy of the submission to arbitration and until the arbitration award is made, the advocate shall not institute a claim in respect of the contested part of his account, except with the syndic's permission where it is feared that, unless there is a provisional measure, the recovery of his debt would be jeopardized.

3.01.04. The submission shall be withdrawn only in writing and with the advocate's consent.

§2. Appointment of arbitrators

3.02.01. In order to settle the dispute, the Bâtonnier of the Province of Québec or the Executive Committee shall appoint 3 arbitrators and designate a chairman from among them. The executive director shall designate the secretary who may be one of the 3 arbitrators.

3.02.02. The appointment of the arbitrators shall be communicated to the latter and to the parties by the executive director by means of a written notice.

3.02.03. A motion for recusation of an arbitrator shall only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25). It must be forwarded in writing to the executive director, the arbitrators and the parties or their advocates within 10 days following the notice prescribed in section 3.02.02 or

from the day on which the cause for recusation becomes known.

The Bâtonnier of the Province of Québec or an advocate designated by the Executive Committee shall decide on that motion and, where applicable, provide for a new arbitrator.

§3. Hearing

3.03.01. The secretary shall give the arbitrators and the parties or their advocates a written notice of at least 10 days of the date, hour and place fixed by the chairman for proof and hearing.

3.03.02. Before acting, the arbitrators shall take the oath or make the affirmation of discretion prescribed in Schedule II to the Professional Code.

3.03.03. Each party may be assisted by an advocate.

3.03.04. Where the client acknowledges that he owes an amount to the advocate, the arbitrators may order that client to make a partial payment before proceeding with the hearing or continuing it.

3.03.05. Where the client fails to make the partial payment fixed by the arbitrators, the latter may dismiss the submission to arbitration.

3.03.06. Where the advocate acknowledges that he must reimburse part of the advance payments received, the arbitrators may order him to remit that sum before proceeding with the hearing or continuing it. The advocate is bound to comply with that order.

3.03.07. Where the client is not domiciled in Québec, he must before the hearing, deposit with the executive director the security fixed by the chairman.

3.03.08. The arbitrators may require the parties to remit them, within a given time period, a statement of their pretensions with the documents in support thereof.

3.03.09. The arbitrators shall hear the parties, receive their evidence or record their default; they shall abide by the rules of evidence of the courts of civil jurisdiction, adopt the procedure which they believe the most appropriate and award in accordance with the rules of law.

3.03.10. Where a party requires the recording of evidence it shall assume the cost thereof.

3.03.11. If proceedings in impropriation are taken, the arbitrators shall refer the parties to the court having juris-

diction, and the latter may order that the delay for the arbitration be suspended until final decision of the incidental proceeding.

3.03.12. In the case of the death or inability to act of an arbitrator, the others shall terminate the matter and their decision is valid. Where applicable, the Bâtonnier of the Province of Québec or the Executive Committee shall designate a new chairman from among them.

3.03.13. The secretary shall draw up and sign the minutes of the hearing which shall state whether the parties required the recording thereof; the minutes shall constitute *prima facie* proof of their content.

3.03.14. The secretary shall send the complete record of arbitration to the executive director who shall send certified true copies thereof only to the parties, their attorneys and the syndic.

§4. Arbitration award

3.04.01. The arbitration award must be made within 60 days of the termination of the hearing, unless the parties agree in writing to extend that period.

3.04.02. The award shall be made by a majority of the arbitrators; failing a majority, the chairman shall decide. The award must give the reasons for the decision and be signed by the arbitrators who endorsed it. Where an arbitrator refuses to sign it, the others must record such refusal.

3.04.03. In their award, the arbitrators may decide on the costs of the arbitration, namely, the expenses incurred by the Bar for the holding of the arbitration. However, the total amount of the costs shall not exceed 15% of the amount which is the object of arbitration.

3.04.04. The arbitration award is final, binding upon the parties and executory in accordance with article 950 of the Code of Civil Procedure.

3.04.05. The secretary shall file the award with the executive director who shall transmit it to the parties or their advocates and to the syndic.

3.04.06. The advocate must comply with the arbitration award.

SCHEDULE 1

(s. 3.01.01)

SUBMISSION TO ARBITRATION OF AN ACCOUNT

I, the undersigned,
(name) (given name)

.....
(occupation) (domicile)

in person or in my capacity as mandatory, being duly sworn, file and state (or solemnly affirm) :

(1) Me , (advocate)
 claims from
(name of client from whom the account is claimed)
 payment of an account for professional services, a copy of which is annexed hereto.

(2) (a) I am the client from whom this account is claimed ;
 or

(b) I am the mandatory of
 and I am duly authorized, in virtue of an authorization, a copy of which is annexed hereto, to sign, in his name, these presents.

(3) I refuse to pay this account for the following reasons(s) :

.....

(4) I acknowledge that I owe (or that owes)
 the sum of for the professional services referred to in such account and I deposit that sum in trust with the executive director of the Bar.

(5) I apply for the arbitration of this account pursuant to the Regulation respecting the procedure for conciliation and arbitration of accounts of advocates (R.R.Q., c. B-1, r.9).

(6) I declare that I have received a copy of the Regulation respecting the procedure for conciliation and arbitration of accounts of advocates and taken cognizance thereof.

(7) I certify that this application is authentic and is not submitted in order to unduly delay payment.

(8) I bind myself to comply with the procedure prescribed in the Regulation and to pay to Me
 (advocate) the amount fixed by the arbitration award.

(9) I acknowledge that this document constitutes a submission to arbitration and that the arbitration award made under this Regulation is executory in accordance with article 950 of the Code of Civil Procedure (R.S.Q., c. C-25).

(10) I renounce to the benefit of any time elapsed with respect to the prescription.

.....
 Signature

Sworn or solemnly declared before me

at

this day of the month of 19...

.....
 Advocate or other person authorized to administer the oath.

AGREEMENT

I declare that I have taken cognizance of the application for arbitration in respect of the above account and I agree that it be valid as a submission to arbitration.

.....
 Signature



c. B-1, r.10

Regulation respecting the procedure of the professional inspection committee of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1)

Professional Code
(R.S.Q., c. C-26, s. 90)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “committee” : the professional inspection committee ;
- (b) “records” : the records, books and registers relating to the practice of the profession ;
- (c) “investigator” : the committee, one of its members or a person authorized to assist the committee in the performance of its duties.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II THE COMMITTEE

2.01. The committee is composed of 30 advocates appointed by the General Council from among the advocates who have been practising for at least 10 years, with the exception of solicitors.

2.02. The General Council shall appoint each year the chairman of the committee and 5 division chairmen, each division being composed of at least 5 members selected by the chairman or a division chairman from among the members of the committee.

2.03. The committee shall hold its sittings on the dates and at the places determined by it or its chairman.

2.04. The executive director shall act as the secretary of the committee or designate a secretary.

2.05. The secretariat of the committee is situated at the corporate seat of the Bar, where shall be kept all the minutes, reports, and recommendations relating to inspections and inquiries held by the committee or by an investigator as well as the decisions of the General Council.

2.06. Any person other than an advocate who makes an inquiry in virtue of this Regulation shall take the oath or make the affirmation of discretion provided in Schedule II to the Professional Code (R.S.Q., c. C-26).

DIVISION III DRAWING UP OF A RECORD

3.01. An advocate must be informed of the opening of a professional inspection record in his regard.

3.02. An advocate is entitled to consult that record and to obtain a copy thereof at his own expense.

DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION

4.01. At least 7 days before the date set for the inspection of the office and the verification of an advocate's records, the committee shall send the advocate a notice by registered or certified mail or by bailiff specifying the place where and the date and hour when such inspection and verification will take place, in accordance with a form similar to Schedule 1.

4.02. If an advocate cannot receive the investigator on the prescribed date, he must, upon receipt of the notice, advise the secretary of the committee thereof and agree with him on a new date.

4.03. When an investigator ascertains that an advocate has not been able to examine the notice referred to in section 4.01, he shall inform the committee thereof and the latter shall set a new inspection date and inform the advocate thereof.

4.04. Where an advocate refuses or fails to permit the inspection of his office or the verification of his records, or willfully renders such inspection and verification impossible, the investigator shall promptly report thereon to the syndic.

4.05. Upon receipt of the report mentioned in section 4.04, the syndic shall immediately notify the advocate in default, by registered or certified mail, that he will lodge a complaint with the committee on discipline unless, in the interval, the advocate permits the inspection of his office and the verification of his records and renders them possible.

4.06. An investigator must, if he is so required, produce a certificate attesting to his qualification, signed by the executive director.

4.07. The advocate whose office is subject to inspection and whose records are subject to verification must be present and may be represented by an attorney.

4.08. At the end of every inspection, the investigator shall draw up a report which he transmits to the secretary of the committee, to the advocate and to the executive director, where applicable.

4.09. The investigator who has reason to believe that the committee should make a special inquiry concerning an advocate shall draw up a detailed report which he transmits promptly to the committee for study.

4.10. Where the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code might be laid against an advocate, it shall promptly notify the syndic thereof.

DIVISION V SPECIAL INQUIRIES

5.01. Upon the request of the General Council or on its own initiative, the committee or one of its members shall make a special inquiry into the competence of that advocate or designate an investigator for that purpose, in particular, where a sworn complaint has been formulated respecting the competence of that advocate.

5.02. At least 7 clear days before the date set for the special inquiry, the committee shall send to the advocate in question a notice by registered or certified mail in accordance with the form provided for in Schedule 2.

5.03. The investigator may request any person who makes a declaration to him relative to a special inquiry attest such declaration under oath or by solemn affirmation.

5.04. Where an advocate's records, or property entrusted to him by a client, are held by a third party, the advocate must permit the investigator to examine them, or take copies or possession of them, as the case may be.

5.05. The investigator shall draw up a report and send it promptly to the committee for study.

5.06. A record or part of a record relating to a special inquiry respecting the competence of an advocate may not be used against that advocate, where, following that inquiry, it was decided not to require the advocate to serve a period of refresher training nor to limit his right to engage in his professional activities during such period.

5.07. Sections 4.04 to 4.08 and 4.10 apply *mutatis mutandis* to an inquiry held under this Division.

DIVISION VI RECOMMENDATIONS OF THE COMMITTEE

6.01. Where the committee, after study of the investigator's report, has reason to believe that it should not recommend to the General Council that an advocate be required to serve a period of refresher training and that the advocate's right to engage in professional activities during such period be limited, it shall notify the General Council and the advocate concerned thereof within 15 days of arriving at its decision.

6.02. Where the committee, after study of the investigator's report, has reason to believe that it should recommend to the General Council that an advocate be required to serve a period of refresher training and that the advocate's right to engage in professional activities during such period be limited, it shall draw up a detailed report of its recommendations and send it to that advocate.

6.03. The committee's report contemplated in section 6.02 is sent to the advocate by service in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or by registered or certified mail with a notice that the said report will be sent to the General Council after 30 days, starting from the time at which it was transmitted to the advocate, unless, in the interval, the latter has indicated to the committee his intention of being heard with regard to such report.

6.04. For the purposes of this Regulation, the Executive Committee exercises all the powers of the General Council.

SCHEDULE 1

(s. 4.01)

BARREAU DU QUÉBEC**PROFESSIONAL INSPECTION COMMITTEE****Notice of inspection and verification**

Notice is given that an investigator from our committee will make an inspection of your office and a verification of your records, books and registers, on
..... 19... at h,
at

Your presence is requested for this inspection.

Signed at Montréal, this 19...

The professional inspection committee,

per :
Executive director of the Bar

SCHEDULE 2

(s. 5.02)

BARREAU DU QUÉBEC**PROFESSIONAL INSPECTION COMMITTEE****Notice of special inquiry**

Notice is given that the committee has designated an investigator to conduct a special inquiry with respect to your professional competence, on
..... 19... at h,
at

Your presence is requested.

Signed at

this 19...

The professional inspection committee,

per :
Executive director of the Bar



c. B-1, r.11

Regulation respecting advertising by advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1)

Professional Code
(R.S.Q., c. C-26, s. 92)

DIVISION I GENERAL PROVISIONS

1.01. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.02. The only items that an advocate may include in his advertisements and the only conditions under which he may advertise are those described in this Regulation.

DIVISION II PROFESSIONAL CARD AND STATIONERY

2.01. An advocate may enter on his professional card or stationery :

- (a) his name, that of his partners and of the advocates employed by him, and also the name of his law firm ;
- (b) the name of his employer, where applicable ;
- (c) his profession and his membership in another professional corporation ;
- (d) his membership in the bar of another province or country ;
- (e) his specialty, if he has a specialist's certificate recognized by the Bar ;
- (f) his academic degrees ;
- (g) his title of Queen's Counsel, or member of the Privy Council or of the Order of Canada ;
- (h) his title of trade mark or patent agent ;
- (i) his title of bâtonnier ;
- (j) his function ;
- (k) his postal and telegraphic addresses, his telephone and telex numbers and his office hours ;

(l) his participation in legal aid and to the extent that he is prepared to regularly accept legal aid mandates ;

(m) the graphic sign of the Bar and that of his employer.

2.02. The professional card shall not measure more than 75 millimetres by 105 millimetres (that is, approximately 3 inches by 4 inches).

DIVISION III INFORMATION MEDIA

3.01. An advocate may publish or allow to be published in newspapers, magazines, periodicals, directories or other printed matter an advertisement containing all or part of that which is indicated in section 2.01.

The advertisement of the advocate or of the partnership of advocates shall not, however, exceed 100 square centimetres (that is, approximately 16 square inches). In a telephone or other directory or in its advertising section, the text of such advertisement must be of not less than 16-type per linear inch without leading out or border.

Such advertisement shall not appear more than once in the same issue of the same media or of the same section of a telephone directory.

3.02. Upon the opening of his law firm his taking up a position in an existing partnership of advocates or his first entry on the Roll of the Order, or upon an appointment, the advocate may publish his photograph, which shall not exceed 70 square centimetres (that is, approximately 10 square inches), and certain biographical data in newspapers, magazines, periodicals or other printed matter. Such advertisement and photograph shall not be published more than once in the same issue nor in more than 2 issues of a media.

3.03. An advocate may advertise in the general lists of advocates for Canada or other countries and enter therein all the information required in the compiling of such lists.

3.04. An advocate may use a public information media, including radio and television, provided he only publish legal studies or comment on public interest issues or on issues related to the practice of the profession, and he may, on such occasions, make known his capacity of advocate.

DIVISION IV ADVOCATE'S OFFICE

4.01. On one of the outer walls of his residence and of his office or on the land on which they are erected, the advocate may place a sign containing all or part of that which is indicated in section 2.01.

4.02. If the immovable in which his office is situated is at a crossroads, the advocate may place such sign on the outer walls or on the land facing each of the converging roads.

4.03. Inside his office, the advocate may place a sign containing all or part of that which is indicated in section 2.01.

4.04. The signs authorized under this Division are non-luminous and shall not exceed 0,4 square metres (that is approximately 4 square feet).

DIVISION V GRAPHIC SIGN OF THE BAR

5.01. The Bar is represented by a graphic sign in accordance with the original kept by the executive director.

5.02. Whenever the advocate reproduces the graphic sign of the Bar for advertising purposes, he must ensure that this sign is in compliance with the original kept by the executive director.

DIVISION VI FIRM-NAME OF PARTNERSHIPS OF ADVOCATES

6.01. The firm-name of a partnership includes only the names of one or several advocates who practise together, except in the case set forth in section 6.02.

6.02. The firm-name of a real partnership may include the name of a deceased advocate or a retired advocate during a period of 1 year following the death or retirement, provided that such advocate was a member of the partnership at the time of his death or retirement.

6.03. When an advocate retires from a partnership to practise alone, to join another partnership or to fill an office incompatible with the practice of his profession, his name must be deleted from the firm-name.

6.04. The firm-name of a partnership of advocates may end with the expression "and associates" where the

partnership includes at least 2 or more other partners in addition to those whose names appear in the firm-name.

6.05. Notwithstanding section 6.02, the firm-name of a real partnership may include the name of a deceased advocate or a retired advocate provided such advocate was a member of that partnership during the 5 years preceding his death or his retirement and that he, his heirs or assigns had made an agreement to that effect ; the said agreement may be revoked for cause.

O.C. 3999-76, (1976) 108 O.G.II, 7153
O.C. 2725-77, (1977) 109 O.G.II, 5143



c. B-1, r.12

By-law respecting the register of wills of the Barreau du Québec

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 15)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I DEFINITIONS AND INTERPRETATION

1.01. In this By-law, unless the context indicates otherwise, the expression “testamentary instrument” means a will, a codicil or the revocation of a testamentary provision.

1.02. For the purposes of this By-law, a testamentary instrument is filed with an advocate when a testator gives or leaves it in the custody of the advocate.

1.03. Nothing in this By-law must be interpreted as excluding the use of data processing or any other technical means, in particular microphotographic processes, for holding or keeping the register.

1.04. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this By-law.

DIVISION II ESTABLISHMENT AND ADMINISTRATION OF THE REGISTER

2.01. A register of testamentary instruments is established by this By-law. This register is kept at the corporate seat of the Bar.

2.02. The Executive Committee appoints the registrar of wills.

2.03. Once appointed, the registrar must take the oath or make the affirmation of discretion contained in Schedule II of the Professional Code (R.S.Q., c. C-26).

DIVISION III FORMALITIES AND TERMS AND CONDITIONS RELATING TO THE REGISTER

3.01. Before the tenth of each month, an advocate, with whom a testamentary instrument has been filed, must send to the registrar, in a sealed envelope, a list, certified under his signature, of the testamentary instruments filed with him during the preceding month. This list must be accompanied by the fees exigible under Division V.

3.02. The advocate prepares the list on a special standard form provided by the Bar on request, keeping a copy for himself.

3.03. The list must contain the following information relating to each testamentary instrument entered therein :

(a) the surname, given names, capacity, domicile, residence and, where possible, the date of birth and social insurance number of the testator ; and

(b) the date of the testamentary instrument.

3.04. In addition, the list must specify the testamentary instruments which, since their entry in the register, have been transferred to another advocate or given to the testator or his authorized representative. Concerning these testamentary instruments, the advocate may specify, if he is so informed, the surname, given names, capacity, domicile and residence of the persons having custody of such instruments.

3.05. Where an advocate ceases to practise his profession, he must send to the registrar, before the tenth day of the following month, the list of the testamentary instruments filed with him, specifying the persons to whom the testamentary instruments were delivered.

3.06. Where an advocate becomes the transferee of the testamentary instruments filed with another advocate who has ceased to practise his profession and of the list of those testamentary instruments, he must so inform the registrar before the tenth day of the month following the month during which he became the transferee.

3.07. Where an advocate is unable to act, is suspended, disbarred or has died, the registrar, unless instructed to the contrary by the testator, asks the syndic to take possession of the testamentary instruments filed with that advocate as well as the list of those testamentary instruments.

3.08. Except for the testator or his authorized representative, the registrar must give no information respecting testamentary instruments filed with an advocate unless proof of death of the testator is provided.

DIVISION IV **KEEPING TESTAMENTARY INSTRUMENTS**

4.01. An advocate must keep testamentary instruments as well as the list prescribed in Division III in a room or a piece of furniture not freely accessible to the public which may be locked with a key or otherwise, until he deals with them otherwise, in accordance with this By-law.

4.02. An advocate with whom a testator has filed a testamentary instrument may deliver it to the testator only, or, upon proof of death of the testator, to his authorized representative, or to a person who is likely an heir or testamentary executor.

DIVISION V **FEES**

5.01. The fee exigible for entering a testamentary instrument in the register is 3 \$.

5.02. The fee exigible for any information given subsequent to a search in the register is 10 \$.

DIVISION VI **FINAL PROVISION**

6.01. An advocate may send to the registrar a list of the testamentary instruments that were filed with him prior to 1 December 1979.



c. B-1, r.13

Tariff of judicial fees of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s. 125)

Professional Code
(R.S.Q., c. C-26, s. 95)

DIVISION I CLASSES OF ACTIONS

1. The class of action is determined by the amount or value in dispute in the suit :

Class I-A :	0,00 \$ to 300 \$ exclusively
Class I-B :	300 \$ to 500 \$ exclusively
Class I-C :	500 \$ to 1 000 \$ exclusively
Class II-A :	1 000 \$ to 3 000 \$ exclusively
Class II-B :	3 000 \$ to 10 000 \$ exclusively
Class III-A :	10 000 \$ to 25 000 \$ exclusively
Class III-B :	25 000 \$ to 50 000 \$ exclusively
Class IV :	50 000 \$ up.

DIVISION II GENERAL RULES

2. The words "suit" "case" or "action" mean an action, whether it is instituted by a writ, petition, joint factum, or any other deed instituting an action.

3. The word "proof" means the examination of a party or witness as well as the presentation before the court of any document bearing admission of facts, followed by an address.

4. The word "contestation" includes any opposition to a demand of another party.

5. For proceedings or actions which the Tariff does not specifically prescribe, the fees shall be fixed according to the tariff of proceedings or similar actions. Such proceeding or action in which the amount or value in dispute is indeterminate or inexistent shall be under Class II-A.

6. The fees in actions for the revendication of moveable property shall be taxed against the plaintiff according to

the value of the property revendicated and against the defendant according to the value of the property for which a judgment is rendered.

7. Hypothecary actions shall be deemed purely personal actions.

8. An action in which the creditor uses a right to become the irrevocable owner of an immoveable, the class of action shall be determined according to the amount due on the claim.

9. In an action for accounting, the costs shall be taxed against the plaintiff according to the amount which he claims and against the defendant according to the amount for which he is bound to account.

10. Unless provided otherwise in the law, every action for the annulment of a contract or will shall be classified according to the value of the contract or estate ; if, in addition, a sum of money is claimed, the total amount shall determine the class of the action.

11. In actions for a sum of money, the costs shall be taxed against the plaintiff according to the amount which he claims, and against the defendant according to the class of action to which the amount of the final judgment corresponds.

12. The cost of exhibits, copies of plans, deeds or other documents, as well as the cost of expert's, reports filed shall be included in the bill of costs, unless the judge orders otherwise.

13. Where several defendants file separate contestations, the advocate of the plaintiff shall receive for each additional contestation one-half of the fee prescribed in section 24 or in section 25 of the Tariff according to the state of the proceedings. For the purposes of this section, the intervenant, the mis-en-cause and the defendant on warranty, if they conclude to the rejection of the principal action, shall be deemed a defendant filing a separate contestation.

14. If several incidental suits can be formulated in the same proceeding, one single fee shall be payable despite multiple proceedings.

16. In matter or declaratory judgment and of decision upon a question of law, the interest in dispute, if it can be evaluated in money, shall determine the class of action ; in other cases, the fees shall be those prescribed for Class II-B.

17. In the case of the revision of taxation of a bill of costs, the costs shall be based on the class of action corresponding to the amount of the costs in dispute.

18. Subject to article 477 of the Code of Civil Procedure (R.S.Q., c. C-25), and with the exception of execution costs, in all actions of Class I-A, the costs taxed against the party who fails in the action shall not be higher than the amount of the condemnation.

19. There shall not be any separate fee in the case of a cross-demand, but the class of action shall be determined by that of the amounts granted which is the highest.

20. Whenever laws or regulations refer to the former Tariff, this Tariff must be used.

DIVISION III FIRST INSTANCE

	I			II		III		IV
	A	B	C	1-3 A	3-10 B	10-25 A	25-50 B	50 \$
21. (1) For every notice or putting in default preceding the proceeding instituting an action and required by law	5	10	15	25	25	25	25	25
(2) For every notice or putting in default preceeding the proceeding instituting an action and not required by law, only one fee is payable	5	10	15	20	20	20	20	20
22. For every action settled after the proceeding instituting an action and before the serving of a plea or contestation on the merits :								
(a) to the plaintiff's attorney.	30	60	75	125	150	200	275	350
(b) to the defendant's attorney.	20	25	30	75	125	175	250	325
23. For judgment on the merits, by default or <i>ex parte</i> , to the plaintiff's attorney :								
(a) without proof and hearing	35	70	90	140	175	250	325	400
(b) with proof and hearing	40	80	100	175	225	300	375	450
to the defendant's attorney :								
(c) if he is not present at the proff and hearing or if there is no proof and hearing	20	25	30	50	80	100	135	175
(d) if there is a proof and hearing and he is present	30	60	75	100	150	200	275	350
24. For an action settled after the serving of a plea or contestation on the merits, or for a demand dismissed on a petition founded on article 165 of the Code of Civil Procedure	40	80	100	250	350	450	550	650
25. For judgment on the merits of the case in a contested action	75	125	200	350	500	700	800	1 000
26. (1) On every contested incidental proceeding	10	15	20	50	50	50	50	50
(2) Where the incidental proceeding puts an end to the dispute, the fee applicable shall be the following	35	70	90	140	175	250	325	400

	I			II		III		IV
				1-3	3-10	10-25	25-50	50
	A	B	C	A	B	A	B	
	\$	\$	\$	\$	\$	\$	\$	\$
27. For the examination of a party before or after a plea filed with the exclusion of an examination held during an incidental measure or a trial	10	15	20	30	30	30	30	30
28. When the Judge requests or authorizes to plead in writing, an additional fee of	10	20	30	50	50	100	100	100
29. (1) For the registration of the judgment or any other deed for the preservation of real rights	5	10	15	25	25	25	25	25
(2) For the preparation and registration of a privilege or notice in accordance with article 1040a of the Civil Code	10	20	30	75	75	75	75	75
(3) Preparation and cancellation of the registration of a privilege	5	10	15	25	25	25	25	25
(4) Filing of claim in the case of voluntary deposit and claim on seizure by garnishment	5	10	15	25	25	25	25	25
30. (1) For the issuance of all writs of execution, whatever their nature or number, only one fee in accordance with the class of the amount claimed	5	10	15	25	25	25	25	25
(2) The examination in accordance with article 543 of the Code of Civil Procedure	5	10	10	15	15	15	15	15
31. For any judgment by default against a garnishee or on his declaration	5	10	15	25	25	25	25	25
32. For any seizure before judgment, an additional fee in accordance with the class of the principal action	10	15	20	40	40	40	40	40
33. (1) Where a case lasts more than one day, for each additional half a day	25	35	40	50	50	50	50	50
(2) In case of refusal to proceed by the court stated in the presence of the parties, on the day fixed for proof and hearing	10	15	20	50	50	50	50	50

34. In the case of any pre-trial held according to article 279 of the Code of Civil Procedure and prior to the day fixed for proof and hearing, the fees shall be those prescribed in section 27.

35. The injunction demanded without other conclusions than those of article 751 of the Code of Civil Procedure shall be deemed an action of Class II-B. If other conclusions are sought, the fees shall be those of the class prescribed for such conclusions, without however being less than those prescribed in Class II-B. The fees shall be calculated in the following manner : when the judgment on the motion for interlocutory injunction terminates the case or the judgment on the motion for permanent injunc-

tion is not preceded by a judgment on a motion for interlocutory injunction, the advocate shall be entitled to the fees taxable on a judgment on the merits of the case. In the case where the judgment on the motion for permanent injunction is rendered following a judgment on a motion for interlocutory injunction, the advocate shall be entitled to the fees taxable on a judgment on the merits increased by one-half.

36. In matters of boundary actions, possessory and petitory actions, sequestration, declaratory and negatory action of servitudes, the fees shall be those prescribed for Class II-B.

37. In matters of judicial partition and licitation, the class of action shall be according to the value of the object in dispute.

38. In matters of proceedings respecting corporations, extraordinary recourses and *Habeas Corpus* prescribed in Titles V, VI and VII of Book V of the Code of Civil Procedure, the fees shall be those prescribed for Class II-B.

39. In non-contentious matters, the fee shall be that of subsection 1 of section 29 Class II, with the exception of the voluntary sale of property belonging to incapables and of inventorized property prescribed in Chapters VII and XI of Book VI of the Code of Civil Procedure whose class is determined by the value of the property.

40. In real estate assessment matters, including the setting aside or contestation of a roll, the fees both before the real estate assessment Board of Revision and in appeal before the Provincial Court shall be those prescribed for Class II-A of the tariff in first instance; section 42 shall not apply thereto and the cost of experts' reports shall not be included in the bill of costs.

41. In expropriation matters the class of action shall be determined by the amount of the indemnity.

An additional fee of 1% of the first 100 000 \$ or less of indemnity shall be added to the judicial fees when, upon a motion accompanied by an affidavit of the advocate, it has been established to the satisfaction of the Expropriation Tribunal or its chairman or vice-chairman sitting pursuant to the jurisdiction conferred upon it by section 10 of the Expropriation Act (R.S.Q., c. E-24), that the advocate's services during the preparation of the case or during the proof and hearing, or during the negotiations which led to a transaction, justify it.

The contestation of the right to expropriation is an instance in itself. The fees applicable shall be those prescribed in Class II-B.

For any proceeding instituted under the Expropriation Act before a Court other than the expropriation tribunal, the applicable fees shall be those prescribed in Class II-B, subsection 1 of section 26.

For any uncontested proceeding respecting payment of the monies allocated, the fees shall be those prescribed in subsection 2 of section 29.

42. In the case of a suit in which the amount of the value under dispute is greater than 100 000 \$, an additional fee of 1% on the amount exceeding the 100 000 \$, shall be taxable.

43. This Tariff shall apply to every action instituted after 14 July 1976; it shall not apply to a new proceeding in an action instituted before that date.

DIVISION IV **TARIFF PARTICULAR TO MATRIMONIAL** **MATTERS**

§1. Principal proceedings

44. Action for separation from bed or petition for divorce settled after service; to the plaintiff's attorney . . . 150 \$

45. Action for separation from bed or petition for divorce settled after appearance; to the defendant's attorney . . . 100 \$

46. For judgment *ex parte* or by default; to the plaintiff's attorney . . . 225 \$

47. For judgment *ex parte* or by default; to the defendant's attorney who is present at the proof and hearing . . . 150 \$

48. For judgment by default or *ex parte*; to the defendant's attorney who is not present at the proof and hearing . . . 100 \$

49. For judgment on the merits rendered on contestation with or without cross demand from the defendant; to each attorney . . . 300 \$

§2. Provisional measures and incidental proceedings

50. (1) For judgment relating to provisional measures, after agreement or transaction, but without proof and hearing, to each attorney, one fee only . . . 75 \$

(2) For judgment after proof and hearing, on any motion for provisional measures, to each attorney, one fee only . . . 100 \$

51. (1) For every contested incidental proceeding not contemplated in section 50 . . . 50 \$

(2) For the examination of a party, before or after the filing of a defence, with the exception of an examination during an incidental measure or the trial . . . 30 \$

(3) When the judge requests or authorizes to plead in writing . . . 50 \$

(4) Where a case lasts more than one day, for each additional day . . . 50 \$

(5) In case of refusal to proceed by the court at the proof and hearing on the merits, stated in the presence of the parties on the day fixed for the hearing . . . 50 \$

§3. *Execution of judgment*

- 52.** (1) For examination pursuant to article 543 of the Code of Civil Procedure 15 \$
- (2) For requisition for a writ of seizure before judgment 25 \$
- (3) For requisition for any writ of seizure of *bonis, ter- ris*, after judgment or both at the same time 25 \$
- (4) For requisition for any seizure by garnishment after judgment 25 \$
- (5) For judgment on seizure by garnishment after judgment 50 \$
- (6) Only one of the 2 fees prescribed in subsections 4 and 5 may be claimed.
- (7) For the registration of the judgment 25 \$

§4. *Motions subsequent to final judgment*

- 53.** (1) Appointment of practitioner 10 \$
- (2) Homologation of practioner's report 10 \$

DIVISION V

JUDICIAL TARIFF FOR CIVIL CASES UNDER APPEAL COURT OF APPEAL

- (3) Registration following homologated report 10 \$

- (4) For any judgment relating to a motion for change in alimony, custody or children, visiting rights or leaves agreed upon, without proof and hearing, to each attorney one fee only 75 \$

- (5) For judgment after proof and hearing with respect to all the measures described in subsection 4 ; to each attorney, one fee only 100 \$

§5. *Motions pursuant to article 827 of the Code of Civil Procedure*

- 54.** For any judgment without proof and hearing relating to a motion submitted pursuant to article 827 of the Code of Civil Procedure, to each attorney 75 \$

- 55.** For any judgment rendered on contestation after proof and hearing and relating to a motion submitted pursuant to article 827 of the Code of Civil Procedure to each attorney 100 \$

I			II		III	IV	
			1-3	3-10	10-25	25-50	50
A	B	C	A	B	A	B	
\$	\$	\$	\$	\$	\$	\$	\$

- 56.** The disbursements incurred for the preparation of the joint record and the factums shall be taxable against the party who fails in the action upon the filing of supporting documents.

- 57.** Sections 36, 37, and 38 of the tariff in first instance shall apply to the Court of Appeal.

- 58.** After filing of the inscription : For every case terminated or appeal abandoned 100 100 100 100 250 300 400 500

- 59.** After filing of the factum of the appellant : For every case terminated or appeal abandoned :

- (a) to the appellant 250 250 250 300 450 550 700 850
- (b) to the respondent 125 125 125 150 300 350 450 550

- 60.** After the filing of the factum of the respondent and before the proof and hearing : For every case terminated or appeal abandoned 300 300 300 350 500 600 750 900

- 61.** For judgment on the merits of the case 450 450 450 500 750 850 1 000 1 200

- 62.** For motion for permission to appeal, motion for the dismissal of the appeal and any other contested incidental proceeding 100 100 100 100 100 100 100 100

63. For the appeal of any interlocutory judgment with the exception of the injunction, extraordinary recourses and *Habeas Corpus*, the fee applicable shall be one-half of the fee prescribed for a final judgment, according to the class of action determined by the amount in dispute.

64. The injunction demanded without other conclusions than those of article 751 of the Code of Civil Procedure shall be deemed an action of Class II-B. If other conclusions are sought, the fees shall be those of the class prescribed for such conclusions, without however being less than those prescribed in Class II-B. The fees shall be calculated in the following manner : When the judgment of the Court of Appeal on the motion for interlocutory injunction terminates the case or the judgment of the Court of Appeal on the action for permanent injunction is not preceded by a judgment of the Court of Appeal on a motion for interlocutory injunction, the advocate shall be en-

titled to the fees taxable on a judgment on the merits of the Court of Appeal. In the case where the judgment of the Court of Appeal on the action for injunction is rendered following a judgment of the Court of Appeal on a motion for interlocutory injunction, the amount of the fee for the judgment on the merits shall be equal to one-half the fee of the class which applies thereto.

65. In matters of extraordinary recourses and *Habeas Corpus* prescribed in Titles VI and VII of Book V of the Code of Civil Procedure. In appeal on the issuance of the writ, the fees shall be those prescribed in Class II-B. The same shall apply to judgment on the merits, which has not been preceded by an appeal on issuing. However, when the judgment on the merits in appeal has been preceded by a judgment in appeal on issuing, the amount of the fee for the judgment on the merits shall be equal to one-half the fee of Class II-B.

I			II		III		IV
			1-3	3-10	10-25	25-50	50
A	B	C	A	B	A	B	
\$	\$	\$	\$	\$	\$	\$	\$

66. For the filing of an additional factum upon the request of the court 100 100 100 150 150 150 150 150

67. For every journey from any other district to Montréal or Québec, made especially for the hearing, the advocate shall be entitled to an indemnity equal to the indemnity payable to a judge in accordance with the law.

68. Where the hearing of a case lasts more than one day, for each additional half-day 100 100 100 100 100 100 100 100

69. This Tariff shall apply to every appeal lodged after 14 July 1976, it shall not apply to a new proceeding in an appeal instituted before that date.

DIVISION VI TARIFF PARTICULAR TO MATRIMONIAL MATTERS UNDER APPEAL

70. The costs incurred for the preparation of the joint record and factums shall be taxable against the party who fails in the action upon the filing of supporting documents.

71. After filing of the inscription :

For any case terminated or appeal abandoned
150 \$

72. After filing of the factum of the applicant :

For any case terminated or appeal abandoned :

(a) to the appellant 350 \$
(b) to the respondent 200 \$

73. After filing of the factum of the respondent and before proof and hearing :

For any case terminated or appeal abandoned
..... 450 \$

74. For judgment on the merits of the case . . 600 \$

75. For motion for permission to appeal, motion for the dismissal of the appeal and other contested incidental proceeding 100 \$

76. For the appeal of any interlocutory judgment, the applicable fee is one-half of the fee prescribed for a final judgment.

77. For the filing an additional factum at the request of the court 150 \$

78. For every journey from any other district to Montréal or Québec, made especially for the hearing, the advocate shall be entitled to an indemnity equal to the indemnity payable to a judge in accordance with the law.

79. Where the proof and hearing of a case on the merits lasts more than one day, for each additional half day .
..... 100 \$

80. This Tariff shall apply to every appeal lodged after 14 July 1976 ; it shall not apply to a new proceeding in an appeal instituted before that date.

O.C. 2067-76, (1976) 108 O.G.II, 3991

O.C. 2234-76, (1976), 108 O.G.II, 4073



c. B-1, r.14

Tariff of certain extrajudicial fees of advocates

An Act respecting the Barreau du Québec
(R.S.Q., c. B-1, s.15)

Professional Code
(R.S.Q., c. C-26)

1. (1) An advocate shall maintain a law office in Québec, unless the nature of his functions forces him to maintain an office elsewhere.

(2) Such office in Québec shall be located within the territorial limits of the section where the advocate is registered.

(3) An advocate may maintain more than one office. He shall be registered in each of the sections where he maintains an office.

(4) The law office of an advocate shall consist of suitable and separate premises which he occupies and where he can be reached personally and can interview clients privately, prepare his cases, opinions and proceedings, and keep his records.

2. (1) When an advocate's mandate is solely for the collection of accounts for goods sold, rental due, services rendered or work done, taxes, assessments, dues and fees, amounts due on bills of exchange or acknowledgements of debt, hypothecary obligations only excepted, the advocate's minimum extrajudicial fees, for each claim, shall be fixed in accordance with the following scale which is obligatory :

(a) on 500 \$ or less collected on behalf of or by the client : 15% ;

(b) on the excess over 500 \$ up to 2 000 \$: 10% ;

(c) on the excess over 2 000 \$ up to 10 000 \$: 5% ;

(d) on the excess over 10 000 \$: 2½ %.

(2) An advocate may agree in writing with his client, to charge him extrajudicial fees calculated at a higher percentage.

(3) In the cases provided for in subsection 1, an advocate may agree in advance in writing with his client and on the terms defined in such agreement not to charge him any costs, fees or disbursements whatsoever in return for the payment of a percentage of the amount collected on behalf

of or by the client, such percentage not to be less than that provided in subsection 1.

(4) This section does not apply to the accounts collected by an advocate working full-time in a legal department and acting in such capacity.

3. In the cases not covered by section 2, an advocate may agree in writing with his client, to charge him an extrajudicial fee not exceeding 30% of the amount obtained and collected from any source whatsoever whether as a result of a settlement or pursuant to a judgment, in addition to the judicial costs paid by the opposing party and the extrajudicial disbursements.

When, in matters relating to hypothecary obligations, it is stipulated that the debtor must pay extrajudicial fees to the creditor's advocate and the amount thereof is not set, such fees shall be fixed in accordance with subsection 1 of section 2 and shall be maximum fees.

4. (1) In expropriation matters, the suggested extrajudicial fees are as follows :

(a) a fee of 1% of the amount of the indemnity (save in cases where the advocate is already entitled to an equivalent fee under the tariff of judicial costs) ; plus

(b) a fee of 10% of the difference between the amount of the indemnity and the amount of the initial offer made by the expropriator or, when the expropriator has made no offer, the difference between the amount of the indemnity and the minimum amount established by the experts acting for the expropriator.

(2) The above-mentioned tariff shall apply whether the amount of the indemnity is fixed by judgment or by agreement between the parties.

(3) When only a nominal indemnity is awarded or when there is neither offer nor amount fixed by the experts for the expropriator, the fees are calculated in accordance with section 3.08.02 of Code of ethics of advocates (c. B-1, r.1).

(4) In all cases, the minimum fee is 75 \$ when the advocate has no right to any fee under the tariff of judicial costs.

5. This Tariff shall remain into force until 1 January 1984.

O.C. 3364-67, (1967) 99 O.G., 7245

O.C. 2253-70, (1970) 102 O.G., 3536

O.C. 3484-81, (1981) 113 G.O.II, 4128



c. B-2, r.1

Regulation respecting the advisory committee of the Bibliothèque nationale du Québec

An Act respecting the Bibliothèque nationale du Québec

(R.S.Q., c. B-2, s. 4)

1. The duty of the advisory committee is to advise the Minister on any matter relating to the National Library and its year of operations shall correspond to the fiscal year of the Gouvernement du Québec, that is from 1 April to 31 March.

2. This advisory committee shall consist of the chief librarian of the National Library and 8 other members appointed by the Minister of Cultural Affairs, among whom the personal representative of the Minister, the Keeper of the Archives nationales, 4 persons recommended by the organizations listed below and whose nomination is proposed by the chief librarian :

- (a) the Conseil supérieur du livre which recommends 1 person ;
- (b) the Corporation des bibliothécaires professionnels du Québec which recommends 1 person ;
- (c) the Conférence des recteurs et des principaux des universités du Québec which recommends 2 persons ;
- (d) 2 other persons to be recommended by the chief librarian will be chosen among those using the National Library.

3. With the exception of the personal representative of the Minister, the chief librarian of the National Library and the Keeper of the Archives nationales, the members of the advisory committee are appointed for a period of 3 years and their term of office is renewable. These members may resign at any time by notifying the Minister in writing ; however, a member shall be considered as having resigned following unjustified absences at 3 consecutive meetings of the advisory committee and the chairman shall notify the Minister without delay. Should a vacancy occur, the Minister shall be responsible for filling the vacancy in accordance with section 2.

4. The members of the advisory committee, with the exception of the personal representative of the Minister, the chief librarian of the Bibliothèque nationale du Québec

and the Keeper of the Archives nationales, sit in a personal capacity.

5. Once a year the members of the advisory committee elect from among their ranks a chairman and a vice-chairman whose term of office ends on 31 March of the following year. If the election of the chairman and the vice-chairman does not take place within the prescribed period of time, it can be held at the first meeting of the advisory committee following 31 March and the members resigning shall remain in office until such time as their successors are elected. The outgoing members are eligible for re-election, but only for a second term of office.

In the event of a vacancy occurring for the position of chairman or vice-chairman brought about by death, resignation or any other cause, the advisory committee shall as soon as possible fill the vacancy for the remainder of the term of office.

6. The chairman calls and presides over meetings of the advisory committee, signs the official documentation such as the minutes of the meetings, the annual reports or other reports, etc. He is expected to carry out any particular duty which the advisory committee refers to him, to carry out any recommendation adopted by the committee and with this end in view to keep in touch with the Minister.

7. The vice-chairman assists the chairman in the discharge of his duties and, should the latter fall absent or be temporarily incapacitated, the vice-chairman replaces him with the same privileges and responsibilities.

8. The chief librarian of the Bibliothèque nationale du Québec is automatically secretary of the advisory committee ; he writes up the minutes of the meetings, submits them to the members for approval and is responsible for keeping all the files of the advisory committee ; he carries out any other task which the committee might entrust him with, and in particular he is required to assist the chairman in the preparation of the documents required by the committee.

9. The advisory committee shall hold at least 2 regular meetings each year. The chairman or the majority of the members of the committee may on occasion call a meeting. Meetings are usually held at the Bibliothèque nationale du Québec.

10. Notices respecting the holding of a meeting, as well as the agenda, are transmitted to all members, in writing, at least 7 days prior to the meeting.

However, this delay may be shortened and a valid meeting held if all the members are present, or if the absent members have given their assent in writing.

11. The majority of the members constitutes the quorum required at each meeting.

12. Decisions on all issues are reached by the majority of votes, each committee member, including the chairman, having the right to one vote only. The vote is taken by a show of hands or, if such is the wish of a member, by secret ballot.

13. In the 3 months following the end of the year of operations, the chairman transmits to the Minister an annual report which has been accepted by the members of the advisory committee.

14. Any amendment to this Regulation first requires the agreement of 2/3 of the members of the advisory committee.



c. B-2, r.2

Regulation respecting the legal delivery of documents

An Act respecting the Bibliothèque nationale du Québec
(R.S.Q., c. B-2, s. 10)

1. In this Regulation, the following expressions mean :

- (a) “Minister” : the Minister of Cultural Affairs ;
- (b) “Act” : the Act respecting the Bibliothèque nationale du Québec (R.S.Q., c. B-2) ;
- (c) “Library” : the Bibliothèque nationale du Québec ;
- (d) “chief librarian” : the functionary appointed to manage and control the National Library ;
- (e) “legal delivery” : the obligation prescribed by section 8 of the Act.

2. Pursuant to subparagraph *a* of the first paragraph of section 10 of the Act, the following documents are withdrawn from the application of legal delivery :

- (a) those known as city documents, such as letters and invitation cards, notice, business and visiting cards, etc., letters and envelopes with headings ;
- (b) those known as administrative documents, such as models, forms and compositions for bills, deeds, statements, registers, etc. ;
- (c) those known as business documents, such as price-lists, directions, labels, sample cards, calendars, etc.

3. Pursuant to subparagraph *a* of the first paragraph of section 10 of the Act, the following documents are excluded from the obligation of delivery :

- (a) phonographic works ;
- (b) photographic works ;
- (c) engravings and stamps.

4. Pursuant to subparagraph *c* of the first paragraph of section 10 of the Act, a single copy of a richly printed work, that is, one worth more than 300 \$, must be delivered to the Library for 30 days, in order that a copy thereof be made.

5. Pursuant to subparagraph *d* of the first paragraph of section 10 of the Act, on all documents contemplated in section 8 of the Act, the words “Legal Delivery” shall appear, followed by the quarter and the year during which this deposit is to be made.

6. Pursuant to subparagraph *e* of the first paragraph of section 10 of the Act, when the editions of a document are not of uniform quality, one of the 2 copies to be delivered at the library shall be a copy of the better edition of the complete document, with all the charts and illustrations which form part thereof, and which shall be prepared with the best materials used in the production of the document ; the second copy to be delivered may be prepared with the materials used to produce the greater number of copies of the document.



c. B-4, r.1

**Regulation respecting the forms required
for applications for authorization referred
to in sections 31, 48 and 50 of the
Cultural Property Act**

Cultural Property Act
(R.S.Q., c. B-4, s. 53, par. b)

- 1.** This Regulation applies to all applications for authorization prescribed in sections 31, 48 and 50 of the Cultural Property Act (R.S.Q., c. B-4).
- 2.** An application for authorization made in accordance with section 31 of the said Act shall be submitted to the Minister in triplicate using the form and content of Form 1 attached hereto.
- 3.** An application for authorization made in accordance with sections 48 and 50 of the said Act shall be submitted to the Minister in triplicate using the form and content of Form 2 attached hereto.
- 4.** An authorization from the Minister pursuant to sections 31, 48 and 50 of the said Act is issued in accordance with Form 3 of the Regulation.
- 5.** The certificate attached to the authorization of the Minister pursuant to sections 31, 48 and 50 of the said Act must comply with Form 4 attached hereto.

FORM 1

(s. 2)



Gouvernement du Québec
Ministère des Affaires culturelles
Direction générale du patrimoine

Dossier no :
(à l'usage du ministère)

**DEMANDE D'AUTORISATION EN VERTU DE
L'ARTICLE 31 DE LA LOI SUR LES BIENS CULTURELS**
(L.R.Q., c. B-4)

Concernant : monument historique ☐ bien historique ☐ oeuvre d'art (meuble) ☐
oeuvre d'art (immeuble) ☐ bien archéologique (meuble) ☐
bien archéologique (immeuble) ☐ site archéologique ☐

Nom du bien : _____
(en lettres moulées)

Adresse du bien : _____
numéro civique _____ rue, avenue, route _____

Numéro de cadastre (dans le cas d'un immeuble) : _____

Municipalité : _____ Code postal : _____

Demandeur (individu)

Nom : _____ Rés. : _____
(en lettres moulées) Tél. : _____
Bur. : _____

En qualité de : propriétaire ☐, mandataire* ☐, locataire* ☐, autre* ☐,

préciser _____

Adresse : même que le bien classé ☐, ou comme suit ☐

Adresse : _____
numéro civique _____ rue, avenue, route _____

Municipalité : _____ Code postal : _____

Demandeur (société, corporation, organisme public...)

Dénomination : _____

Siège social ou bureau : _____

Représentant autorisé* : _____ Nom : _____

Titre : _____ Lieu d'affaires : _____ Tél. : _____

* (Joindre copie de l'autorisation ou de la résolution)

Nature de l'opération projetée : ☐ restauration ☐ réparation ☐ modification
☐ démolition ☐ affichage ☐ autre

Préciser et décrire l'opération projetée: (si nécessaire annexer feuille additionnelle) ☐

Utilisation actuelle: _____ future: _____

Date prévue du début de l'opération: _____ Durée prévue de l'opération: _____

Le soussigné, après avoir communiqué avec la Direction générale du patrimoine pour connaître les renseignements et documents requis par le ministre pour l'examen de sa demande, annexe à la présente les renseignements et documents suivants:

☐ plans et devis ☐ estimations ☐ autres (préciser): _____

Le soussigné certifie par la présente qu'aucune opération pour laquelle l'autorisation est requise n'a été entreprise avant la date de la présente demande d'autorisation et que les documents et renseignements soumis au ministre sont exacts au meilleur de sa connaissance.

Signé: _____ le _____

À l'usage du ministère

ACCUSÉ DE RÉCEPTION

☐ Dossier complet reçu par: _____ le _____

FORM 2

(s. 3)



Gouvernement du Québec
Ministère des Affaires culturelles
Direction générale du patrimoine

Dossier no :
(à l'usage du ministère)

**DEMANDE D'AUTORISATION FAITE EN VERTU DES
ARTICLES 48 ET 50 DE LA LOI SUR LES BIENS CULTURELS
(L.R.Q., c. B-4)**

Concernant : arrondissement historique de ☐ _____
arrondissement naturel de ☐ _____
aire de protection de ☐ _____
site historique classé ☐ _____

Désignation de l'immeuble:

Adresse : _____
numéro civique rue, avenue, route

Numéro de cadastre : _____

Municipalité : _____ Code postal : _____

Demandeur (individu)

Demandeur (individu) Rés.: _____
 Nom: _____ Tél.: _____
 (en lettres moulées) Bur.: _____

En qualité de : propriétaire ☐, mandataire* ☐, locataire* ☐, autre* ☐,

préciser _____

* (Joindre copie du mandat ou autorisation du propriétaire).

Adresse: même que l'immeuble ☐, ou comme suit ☐

Adresse : _____
numéro civique rue, avenue, route

Municipalité : _____ Code postal : _____

Demandeur (société, corporation, organisme public...)

Dénomination : _____ Siège social ou bureau : _____

Représentant autorisé* : Nom : _____

Titre : _____ Lieu d'affaires : _____ Tél. : _____

* (Joindre copie de l'autorisation ou de la résolution)

Nature de l'opération projetée :

- ☐ Division, subdivision, redivision, ou morcellement de terrains;
☐ Modification de l'aménagement, l'implantation, la destination ou l'usage d'un immeuble;
☐ Construction, réparation, transformation ou démolition impliquant notamment les dimensions, l'architecture, les matériaux ou l'apparence extérieure d'un immeuble.

Enseigne ou panneau-réclame☐ Affichage☐ Modification☐ Démolition

Préciser et décrire l'opération projetée : (si nécessaire annexer feuille additionnelle) ☐ _____

Utilisation actuelle : _____ future : _____

Dans le cas d'une construction, êtes-vous propriétaire du lot à bâtir : ☐ oui ☐ non

Date prévue du début de l'opération : _____ Durée prévue de l'opération : _____

Le soussigné, après avoir communiqué avec la Direction générale du patrimoine pour connaître les renseignements et documents requis par le ministre pour l'examen de sa demande, annexe à la présente les renseignements et documents suivants :

- ☐ photos ☐ plan de localisation ☐ plans et nature des matériaux ☐ autres (préciser) :
- _____
- _____

Le soussigné certifie par les présentes qu'aucune opération pour laquelle l'autorisation est requise n'a été entreprise avant la date de la présente demande d'autorisation et que les documents et renseignements soumis au ministre sont exacts au meilleur de sa connaissance.

Signé : _____ le _____

À l'usage du ministère

ACCUSÉ DE RÉCEPTION

☐ Dossier complet reçu par : _____ le _____

FORM 3

(s. 4)



Gouvernement du Québec
Ministère des Affaires culturelles
Direction générale du patrimoine

Dossier no :
(à l'usage du ministère)

AUTORISATION

Après étude et sur la base des documents et renseignements soumis, le ministre, après avis de la Commission des biens culturels, délivre son autorisation à :

Concernant :

Adresse du demandeur :

Lieu de l'opération projetée :

selon les prescriptions suivantes :

- La présente autorisation devient nulle si l'opération visée n'est pas entreprise un an après la délivrance de l'autorisation ou si l'opération est interrompue pendant plus d'un an.
- Elle ne dispense pas de l'obtention de tout autre permis, certificat ou autorisation pouvant être requis en vertu de la loi ou des règlements.
- Le certificat annexé à la présente autorisation doit être affiché bien en vue sur le lieu de l'opération et ce, pendant toute la durée de celle-ci.

Délivrée le _____

Ministre des Affaires culturelles

FORM 4

(s. 5)



Gouvernement du Québec
Ministère des Affaires culturelles
Direction générale du patrimoine

CERTIFICAT D'AUTORISATION DE TRAVAUX

Arrondissement historique de: ☐
Aire de protection de: ☐
Monument historique: ☐
Autre: ☐

Demandeur: _____
Adresse des travaux: _____
Municipalité: _____
Dossier N°: _____

Le demandeur a obtenu en conformité avec la Loi sur
les biens culturels, l'autorisation d'effectuer les travaux suivants:

Délivré le _____ par _____

N.B. Ce certificat doit demeurer affiché sur l'empla-
cement des travaux pendant toute la durée.

Division des permis: Québec: (418) 643-4596
Montréal: (514) 873-5101



c. B-4, r.2

Regulation respecting archaeological research

Cultural Property Act
(R.S.Q., c. B-4, s. 53)

1. Definitions : In this Regulation, the following words and expressions mean :

- (a) “application” : application for an archaeological research permit made pursuant to this Regulation ;
- (b) “holder” : the holder of an archaeological research permit ;
- (c) “Commission” : the Commission des biens culturels du Québec ;
- (d) “Act” : Cultural Property Act (R.S.Q., c. B-4) ;
- (e) “Minister” : the Minister of Cultural Affairs ;
- (f) “permit” : the archaeological research permit issued under the Act and this Regulation.

2. Conditions : A permit is issued by the Minister, who shall obtain the advice of the Commission, to any person who applies for a permit and who complies with the following conditions :

- (a) applications must be submitted in accordance with Form 24, attached hereto, at least 2 months before the date set for the beginning of archaeological work ;
- (b) applicants must prove by means of the documents and information required under section 3 that they are capable of carrying out the archaeological research in accordance with the principal set forth in section 4 ;
- (c) in addition to the written consent of the owner or of any other interested person, as the case may be, required under section 38 of the Act, applications must be accompanied by an agreement respecting the nature and duration of the work and the occupation of the property, the restoration of the property after completion of excavations, and in the case of revocation of a permit by the Minister, the extinction of obligations resulting from consent and the agreement below ; and
- (d) the applicant shall respect and comply with the provisions of the Act and its regulations.

3. Information and documents in support of the application : The applicant shall furnish the following information and documents in support of his application :

- (a) the written consent prescribed in paragraph c of section 2 or, in default thereof, a written engagement to comply with such provision before the validity date of the permit ;
- (b) a record of professional qualification comprising :
 - i. the applicant’s educational background, a list of his scientific publications, a list of the bodies to which he has been attached since the end of his studies and his status thereat, as well as any pertinent experience ; and
 - ii. the proposed composition of the archaeological team together with the educational background and experience of each person taking part in the research ;
- (c) an archaeological research programme comprising :
 - i. the nature of the research and the anticipated result ;
 - ii. the estimated duration of the research, submitted in the form of a general schedule ;
 - iii. the methods of updating, recording of data and cataloguing of documents ;
 - iv. the methods of conservation and restoration of objects and architectural remains where applicable ; and
 - v. the site and circumstances of the analysis of objects and data ;
- (d) a publicity and valuation programme comprising :
 - i. plans for the publicizing and, where applicable, valuation of the data and remains uncovered in the course of excavations ; and
 - ii. a general schedule of phases to be publicized and, where applicable, valued ;
- (e) a record of material resources comprising :
 - i. the name of the persons or bodies from whom the applicant requested funds, the proposed budget or, if a grant was not requested, the financial resources of the applicant, also and itemized budget covering the various phases of the research ;

ii. a description of the material resources necessary for research, such as equipment and buildings ; and

iii. a copy of any agreement concluded between the applicant and the firm, body or person whom he represents with respect to financing and other administrative and scientific obligations ; in default of such copy, a written engagement by the applicant to submit the said copy before the date of validity of the contract.

4. Guiding principle for study of applications : Archaeological research shall be made by persons whose methods and professional and material resources guarantee the complete and satisfactory execution of the project.

5. Study time limit : The time limit for the study of an application shall be 2 months from the date of receipt of the file and application. Where the file relative to the application is incomplete, the time limit for study shall only accrue from the date of receipt of the missing documents.

6. Changes : Permits are issued on the condition that the holder notify the Minister in writing of the nature and reasons for any desired changes respecting his permit.

Any changes approved by the Minister, after advice given by the Commission, forms, as a condition, part of the holder's initial permit.

7. Start of work : If the research work has not started within 30 days after the projected date fixed by the applicant for the commencement of excavations and surveys, the Minister may revoke the said permit.

8. Protection of remains discovered fortuitously : If, during the excavation, the holder uncovers remains not provided for in his application, he must inform the Minister thereof without delay and the latter shall determine the conservation measures to be taken or, where it is physically impossible to notify the Minister, he must ensure the conservation of such remains by filling in the excavations.

9. Revocation of permit : Any permit issued by the Minister is revoked if the holder does not take the conservation measures mentioned in section 8 to ensure that the remains are not placed in danger.

10. Presentation of annual report : The annual report prescribed in section 39 of the Act must be submitted to the Minister before the expiry of the permit. However, where a permit is revoked, the annual report shall be submitted to the Minister during the month following such revocation.

In all cases, it must be submitted to the Minister before any new application is made.

11. Contents of annual report : The annual report shall contain the following information :

(a) a statement of the work carried out comprising :

i. localizing by aerial photographs to a scale of 1:14 000 and topographical maps to a scale of 1:50 000 or to the largest scale existing at that time for the specified area, and a detailed plan of the site(s) indicating all the prospected surfaces together with any sectional drawings for an understanding of the whole ;

ii. the methods used in the carrying out of excavation or survey work and in the recording of data ; and

iii. the duration of such work ;

(b) a detailed description of the findings comprising :

i. a general plan of the remains of the place together with objective photographs ;

ii. the protective measures taken, if any ;

iii. general indications of the cultural content of the remains of the place and of each stratigraphical level ; and

iv. the initial interpretation resulting from a summary examination of the findings ;

(c) a summary of the professional and material means available to ensure the continuity of research and successful conclusion thereof ;

(d) a copy of the notes, plans and drawings as well as the catalogues of documents and photographs, except where a copy of such documents is kept by a laboratory chosen by the Minister from which they may not be taken without the latter's authorization.

12. Confidential nature of certain documents : The documents and information submitted in the annual report shall remain confidential for a period of 5 years from the date of presentation thereof unless the holder authorizes their divulgence to any person who applies therefor. After this 5-year period, every person or body desirous of utilizing the documents and information as well as the unpublished data of the research, shall obtain the written authorization of the excavator who has obtained them or furnished to the Minister. Where such written authorization is refused by the excavator, the Minister may require from the latter the reasons in writing therefor and may authorize the divulgence of the documents, information and unpublished data of such research.

FORM 24

(s. 2)

APPLICATION FOR AN ARCHAEOLOGICAL RESEARCH PERMIT

(to be completed in duplicate)

Applicant

Name : Given names :

Address : Telephone No :

Site :

Description of the research site or place :

.....
.....

Location of the research site or place :

City and municipal county :

Physical boundaries (civic number, cadastral geographical or other designation) :

.....
.....

Description of the state of the place :

.....
.....

Nature of known or presumed occupation :

.....
.....
.....

Have you already submitted an application for an archaeological research permit ?

If yes, give the file number :

The undersigned requires an archaeological research permit for the areas specified in his application.

For this purpose the documents and information required under sections 2 and 3 of the Regulation respecting archaeological research (R.R.Q., c. B-4, r.2) are annexed hereto in support of this application for a permit.

The undersigned certifies that the documents and information submitted to the Minister are true and exact, and makes this declaration consciously believing it to be true and knowing that it has the same force and effect as if made under oath under the Canada Evidence Act (R.S.C., 1970, c. E-10).

.....
Signature of applicantAt
this day
of 19...

The Minister of Cultural Affairs acknowledges receipt of the application for an archaeological research permit bearing our file number

Québec, this day of 19...

Minister of Cultural Affairs,

Per :

ARCHAEOLOGICAL RESEARCH PERMIT

Upon study, of an based on the documents and information furnished, the Minister hereby issues a permit valid for one year, effective

The permit holder is authorized to carry out archaeological research at the following places :

The permit holder shall carry out the archaeological research in accordance with his application for a permit and the Regulation respecting archaeological research (R.R.Q., c. B-4, r.2).

The study and verifications prior to the issuance of such permit were made under the responsibility of

The permit is issued at Québec, this day
of 19...

Minister of Cultural Affairs.

O.C. 2091-73, (1973) 105 O.G.II, 2689
O.C. 647-80, (1980) 112 G.O.II, 1345



c. B-4, r.3

Regulation respecting the reduction of the value entered on the valuation roll for classified immoveable cultural property

Cultural Property Act
(R.S.Q., c. B-4, s. 33)

1. Definitions : In this Regulation, the following words and expressions mean or designate :

- (a) “classified immoveable cultural property” : an immoveable classified within the meaning of section 24 of the Act ;
- (b) “year of application” : the year in which an owner makes an application under this Regulation ;
- (c) “Act” : the Cultural Property Act (R.S.Q., c. B-4) ;
- (d) “Minister” : the Minister of Cultural Affairs ;
- (e) “municipality” : any municipal corporation whatever be the law governing it.

2. Application for reduction : The owner of classified immoveable cultural property who makes an application therefor and fulfils the requirements of section 4 may obtain from the Minister a reduction rate of 25% of the value entered on the valuation roll of the municipality where such property is situated.

Where the value of classified immoveable cultural property was increased in relation to the previous year, the owner of such property may also obtain from the Minister an additional reduction rate equal to one-quarter of the percentage that such increase of valuation represents in relation to the valuation of the previous year.

3. Cumulation of reductions : The initial rate of 25% and the additional rate obtained by an owner under section 2 shall be added cumulatively up to a total reduction rate for classified immoveable property equal to one-half of the value entered on the valuation roll of the municipality where such property is situated.

Where such total rate for classified immoveable cultural property is not equal to a reduction of one-half of the value entered on the valuation roll, an additional rate obtained by an owner for a subsequent year shall be added cumulatively to the total rate of the most recent reduction ob-

tained, up to a total rate for a fiscal year equal to a reduction of one-half of the value entered on the valuation roll.

4. Conditions of reduction : The reduction provided by section 2 shall be granted provided that :

- (a) the owner make the application according to Form 5 annexed hereto prior to 31 October of each year ;
- (b) the classified immoveable cultural property be not an immoveable that is excluded from the roll or exempt from all real estate tax within the meaning of sections 63, 204 and 210 of the Act respecting municipal taxation and providing amendments to certain legislation (S.Q., 1979, c. 72 ; after consolidation : An Act respecting municipal taxation, R.S.Q., c. F-2.1) ;
- (c) the classified immoveable cultural property be kept in good condition by the owner as prescribed by section 30 of the Act ;
- (d) the authorization of the Minister within the meaning of section 31 of the Act be obtained by the owner for works undertaken on the classified immoveable cultural property ;
- (e) the owner be nowise in default of fulfilling the provisions of the Act or any regulation made under the Act ;
- (f) the owner permit visits by any functionary or expert authorized by the Minister for the purpose of examining the condition of the classified immoveable cultural property.

5. Notice of amount of valuation : Prior to 30 November of the year of application, every municipality other than Montréal and Québec shall, upon the request of the Minister and after receipt of the list of classified immoveable cultural property situated in its territory, submit the amount of the annual value entered on the valuation roll for each such property.

Prior to 15 March of the year following the application, the municipalities of Montréal and Québec shall, upon the request of the Minister and after receipt of the list of classified immoveable cultural property situated in their territory, submit the annual value entered on the valuation roll for each such property.

6. Minister's notice to municipalities : After examination of the application, the Minister shall give notice to the municipalities of the reduction of the value entered on the valuation roll applicable to classified immoveable cultural

property, the owner of which has fulfilled the requirements of this Regulation.

For every municipality other than Montréal and Québec, such notice shall be received prior to 31 December of the year of application, and in the case of Montréal and Québec, prior to 15 April of the year following the application.

7. Reasons for the decision : The Minister shall, upon the request of an owner who makes application under this Regulation, give reasons for the non-fulfilment of the requirements of the Act or of a regulation made under the Act.

8. Immoveable classified in part : If the immoveable cultural property in respect of which an application for reduction is made is classified only in part, the reduction shall apply only to the classified part of such immoveable cultural property.

9. Reduction in value of immoveable property : In the case where the value of classified immoveable cultural property is reduced in relation to the previous year, every additional reduction rate obtained under section 2 shall be decreased by one-quarter of the percentage that such reduction of valuation is to the valuation of the previous year.

The decrease provided for in the first paragraph shall not apply to classified immoveable cultural property as long as the valuation of such property has not been reduced below the value according to which the total reduction rate for a fiscal year equalled a reduction of one-half of the value entered on the valuation roll.

10. Transfer of ownership : The right to a reduction of the real estate value shall relate to the classified immoveable cultural property and shall continue to apply thereto if there be transfer of ownership *inter vivos* or by death.

For the fiscal year in which the transfer of ownership is made, the new owner shall benefit *pleno jure* from the reduction which may have been obtained by the former owner, without making a new application therefor and provided that he fulfil the requirements of this Regulation.

Where the total reduction rate obtained by the former owner for the most recent year in which a reduction was granted him equals a total rate which is less than one-half of the value entered on the valuation roll, the additional reduction rate which might eventually be obtained by the new owner shall be added cumulatively to the total rate of the most recent reduction obtained by the former owner.

FORM 5

(s. 4)

GOUVERNEMENT DU QUÉBEC Record No. : . . .
(For Departmental use)

MINISTÈRE DES AFFAIRES CULTURELLES

**Application for reduction of the real estate value of
classified immoveable cultural property**
(to be completed in duplicate)

Applicant (individual)

Surname : Given name(s) . . .

Address : Tel :

Capacity of : owner ☐, proxy* ☐, lessee* ☐, other* ☐
specify

*(annex copy of proxy or authorization of owner)

Applicant (partnership, corporation)

Firm name

Head office or office

Authorized representative* : Surname
. Given name(s)

Title :

Business address

. Tél. :

*(annex copy of authorization of the board of directors)

Description of the classified immoveable cultural property :

City or municipality of :

Street, avenue, road

Civic or cadastral number :

.

Complementary identification date (where applicable) :

.

.

.

Is this immoveable classified in whole or in part :

.

.

Nature of the classified immoveable cultural property :

.....

Present use of the immoveable :

.....

Have you undertaken any work on the classified immoveable cultural property during the year :

If so, of what nature :

.....

Have you obtained authorization from the Minister of Cultural Affairs to undertake such works :

If so, your record number :

STATUTORY DECLARATION

I, the undersigned, request that the reduction of real estate value provided by the Cultural Property Act (R.S.Q., c. B-4) be applied to the classified immoveable cultural property described above to the extent permitted by the Regulation respecting the reduction of the value entered on the valuation roll for classified immoveable cultural property (R.R.Q., c. B-4, r.3), and, to this effect, I declare that to the best of my knowledge such classified immoveable cultural property is in good condition and that the information contained above is exact.

And I make this solemn declaration, conscientiously believing it to be true, knowing that it has the same force and effect as if it were made under oath in conformity with the Canada Evidence Act (R.S.C., 1970, c. E-101).

Solemnly declared before me

at Signed :
 (Applicant)

this day of

..... 19...

.....
 notary, commissioner for oaths
 or justice of the peace



c. B-4, r.4

Regulation respecting the register of recognized and classified cultural property

Cultural Property Act
(R.S.Q., c. B-4, s. 11)

1. Form of register : The form of the register of recognized or classified cultural property, prescribed in section 11 of the Cultural Property Act (R.S.Q., c. B-4), is established in Schedule 1.

2. Certified extract : Subject to the second paragraph of section 13 of the Cultural Property Act, the Minister of Cultural Affairs shall issue to any interested person, a certified extract of entries of cultural property in the register of recognized or classified cultural property.

The fee for each certified extract shall be fixed at 1 \$, payable to the order of the Minister of Finance of Québec.

SCHEDULE 1

(s. 1)

REGISTER OF CULTURAL PROPERTY

Class of property :

Type of protection :

Date of entry :

Deed(s) of transfer since entry :

References :

I-DESCRIPTION OF WORK OF ART

File No.

File No.

Region :

Municipality :

Description or title :

Owner :

(Name and address)

Artist :

Material and process :

Custodian :

(Name and address)

Date :

Size :

Signature or mark :

Year of production :

Note :

II-DESCRIPTION OF HISTORIC PROPERTY

Note :

II-DESCRIPTION OF HISTORIC PROPERTY

File No._____
File No.**Audio-visual****Ethnology**

Description :

Description and code :

Nature of document :

Format :

original copy

Duration :

Author :

Language :

Material and process :

Title :

Period :

Producer :

Size :

Director :

Marks or characteristics :

Adviser :

Distributor :

Note :

II-DESCRIPTION OF HISTORIC PROPERTY

II-DESCRIPTION OF HISTORIC PROPERTY

File No.

File No.

Printed matter

Archives

Description :

Collection :

Series :

Funds :

(A) Volumes :

Author :

Title :

Where published :

Publisher :

Date :

Volume or number of pages :

Illustrations, maps, etc. :

Format in em :

Collection (where applicable) :

Nature :

(B) Périodicals and newspapers :

Title :

Where published :

Publisher :

Founding year :

Periodicity :

Space occupied :

Note :

Number of articles (volumes, registers, bundles or cartons) :

III-DESCRIPTION OF HISTORIC MONUMENT

File No.

Number of documents (where applicable) :

Description :

Note :

Physical boundaries (street number and cadastral, geographical or other description) :

Nature of events (where applicable) :

Nature of use (where applicable) :

Area :

— Type of immovable :

— Period of construction :

Type of immovable :

— Physical characteristics :

Period of construction :

Note :

Physical characteristics :

Registered at the registry office of
at this day
of 19... under registration number(s)
.....
.....

Note :

V-DESCRIPTION OF ARCHAEOLOGICAL PROPERTY

Registered at the registry office of
at this day
of 19... under registration number(s)
.....
.....

File No.

Description and code :

IV-DESCRIPTION OF HISTORIC SITE

File No.

Origin :

Description :

Characteristics :

Physical boundaries (street number and cadastral, geographic or other description) :

Period :

Note :

Registered (where applicable) at the registry office of ..
.....

at this day
of 19... under registration number(s)
.....
.....

VI-DESCRIPTION OF ARCHAEOLOGICAL SITE

File No.

Common description and code :

Physical boundaries (street number and cadastral, geographical or other description) :

Occupational content :

Period :

Material culture :

Note :

Registered at the registry office of
at this day
of 19... under registration number(s)
.....



c. B-9, r.1

Regulation respecting the form and keeping of documents subject to registration

Registry Office Act
(R.S.Q., c. B-9, s. 22, subsec. 4)

1. A person wishing to submit a document for registration by deposit or by memorial must, in making that document, which will remain in the records of the registry office, use paper that is 215 mm by 355 mm in size, 75 grams per square metre in weight, and of "Superfine Linen Record" quality or the equivalent.

2. The disposal permit for deposit at a registry office in accordance with paragraph *d* of section 56 of the Succession Duty Act (R.S.Q., c. D-13.2) must be issued on paper whose size, weight and quality are those stipulated in section 1.

3. The documents referred to in sections 1 and 2 must not be traced, but must :

(1) where handwritten, be in good quality ink in clear, distinct and legible characters ;

(2) where typewritten or printed, be in clear, distinct, legible and lasting characters ;

(3) where photographed, be in clear, distinct, legible and lasting characters.

4. The documents referred to in sections 1 and 2 must be written on both sides of the sheet so that the bottom of the front side leads to the top of the reverse side ; in addition, there must be margins of at least 63 mm on the left side and at least 12 mm on the right side of each page, and a top and bottom margin of at least 50 mm on each page.

5. Copies of letters patent issued by the Registrar of Québec or the Keeper of the Archives nationales du Québec, and copies of orders in council of the Government certified by an authorized person, submitted for registration by deposit must be made on paper 215 mm by 355 mm in size, and may be submitted without other formalities.

6. Plans presented for registration by deposit under article 2129*a* of the Civil Code may be submitted without any other formalities than those prescribed in that article.



c. B-9, r.2

Tariff of fees for registration and for the several services and duties performed by registrars

Registry Office Act
(R.S.Q., c. B-9, ss. 37 and 50)

Stamp Act
(R.S.Q., c. T-10, s. 28)

1. This Tariff applies to all registry offices in Québec.

2. The fees payable at the time of registration of a deed or a document required by the Civil Code or by any other Act, whether or not it concerns an immoveable property, are 12 \$, except for the deeds of documents listed below, for which the fees are as follows :

- (1) 6 \$ for a notice of address, per proof of debt and per address ;
- (2) 12 \$ plus 1 \$ per lot for a notice of sale for taxes, notice of judicial seizure and notice of licitation ;
- (3) 12 \$ per deed or document summarized in the memorial including the memorial ;
- (4) 16 \$ for a deed or a document deposited for cancellation purposes except those listed below for which no fee is payable :
 - (a) *mainlevée* of seizure by the sheriff ;
 - (b) prothonotary's certificate attesting that an action is discontinued ;
 - (c) certificate of the Attorney General discharging any privilege or hypothec in favour of the Crown.

In a deed deposited for cancellation purposes containing several debts, the fees required at 16 \$ per debt.

3. Despite section 2, no fee is payable for registration of the following deeds or documents :

- (1) the list of lots sold during a sale for municipal or school taxes ;
- (2) the list of unsold lots during a sale for municipal or school taxes ;

(3) withdrawal of adjudged lots during a sale for municipal or school taxes ;

(4) the document served pursuant to article 815 of the Code of Civil Procedure ;

(5) the disposal permit pursuant to the Succession Duty Act (R.S.Q., c. D-13.2) ;

(6) the action which must be noted on the index of immoveables subsequent to a privilege ;

(7) the notice of sale by the sheriff.

4. In a deed of hypothec containing several hypothecs or in a deed of sale containing several sales, the fees payable for registration are 12 \$ per hypothec or per sale.

5. The fees payable for issuing the statements certified by the registrar provided for in articles 2177 of the Civil Code and 703 of the Code of Civil Procedure (R.S.Q., c. C-25) are as follows :

- (1) 16 \$ for the registrar's certificate ;
- (2) 6 \$ for each entry appearing on the certificate relating to a registration made 30 years ago or less ;
- (3) 12 \$ for each entry appearing on the certificate relating to a registration made over 30 years ago.

6. Where the records are consulted for purposes other than for the preparation of the first valuation roll in accordance with the standards prescribed in the Act respecting municipal taxation and providing amendments to certain legislation (S.Q., 1979, c. 72 ; after consolidation : An Act respecting municipal taxation, R.S.Q., c. F-2.1), the fees payable by each consultant are a minimum of 2 \$ including the first hour of consultation, and 2 \$ per hour or additional fraction thereof.

7. Fees of 5 \$ are payable for the issue of any other certificate not provided for in this Tariff, except where an Act expressly prescribes that no fees are payable or that determined fees are payable.

8. The fees payable for the issue of each copy or extract of a register, except for those referred to in section 9, of a deed or document registered or deposited, are as follows :

(1) where a registrar's certificate is required : 5 \$ per copy, including the first 2 pages of the photocopy, and 1 \$ per additional page ;

(2) where a registrar's certificate is not required :

(a) 2 \$ per copy or extract of a deed or document, including the first 2 pages of the photocopy, and 1 \$ per additional page ;

(b) 3 \$ per copy of the index of the immoveables of a lot, including the first 2 pages of the photocopy, and 1 \$ per additional page ;

(c) 3 \$ for each copy of any other register, including the first 2 pages of the photocopy, and 1 \$ per additional page.

9. The fees payable for the issue of copies of a computerized register, where a registrar's certificate is required, are 2 \$ per certified page of copy.

10. The fees payable for issuing notices of transfer are 2 \$ per transfer of property.

11. The fees payable for compilation of statistics for the Ministère des Affaires municipales are 1 \$ per deed or document entered on the statistics form.



c. C-2, r.1

**Regulation respecting the alienation of
immoveables by the Caisse de dépôt et
placement du Québec**

An Act respecting the Caisse de dépôt et placement du
Québec

(R.S.Q., c. C-2, s. 4)

1. The Caisse de dépôt et placement du Québec is generally authorized to alienate or cede, with or without consideration, on a temporary or perpetual basis, the immoveables it acquires within the exercise of the powers granted by the Act respecting the Caisse de dépôt et placement du Québec (R.S.Q., c. C-2).



c. C-2, r.2

Regulation respecting the internal management of the Caisse de dépôt et placement du Québec

An Act respecting the Caisse de dépôt et placement du Québec
(R.S.Q., c. C-2, ss. 13, 15 and 23)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Fund” : the Caisse de dépôt et placement du Québec ;
- (b) “Act” : the Act respecting the Caisse de dépôt et placement du Québec (R.S.Q., c. C-2) ;
- (c) “closing” : end of the last day of a fiscal period ;
- (d) “deposit” : all moneys deposited with the Fund under an Act ;
- (e) “fiscal period” : in respect of the general fund, individual funds, and segregated funds H and I, the period corresponding to the quarters of the calendar year ; in respect of segregated funds A, G and O, the period corresponding to the months of the calendar year ;
- (f) “clear day” : any working day other than that on which a notice is sent or a meeting of the board of directors is held ;
- (g) “working day” : any day other than Saturday, Sunday or holidays ;
- (h) “members” or “members of the board” : members of the board of directors having the right to vote ;
- (i) “opening” : the start of the first day of a fiscal period.

DIVISION II CORPORATE SEAT

2. The corporate seat of the Fund is in the city of Sainte-Foy at 2525 Sir-Wilfrid-Laurier Boulevard. It may be transferred anywhere in the city of Québec or in the immediate vicinity by resolution of the board of directors. The Fund may also maintain offices in such other places as the board of directors may determine.

DIVISION III SEAL

3. The seal, an impression of which appears hereon, is the seal of the Fund.

DIVISION IV BOARD OF DIRECTORS

4. The board of directors meets as often as the interests of the Fund may require but at least once every 2 months, at the corporate seat or at any other place in Québec fixed by a notice of meeting.

5. The board of directors is convened by the chairman or, in his absence, by the vice-chairman.

6. The chairman of the board of directors shall call a meeting upon written request of 4 members. Should the chairman fail to comply with their request within 48 hours following its receipt, the petitioners may themselves call such meeting.

7. A notice of meeting of the board of directors shall be given in writing and sent to the last given address of the members and associate members of the board of directors at least 3 clear days before the meeting is to be held. Notwithstanding the foregoing provisions, the chairman or vice-chairman of the board of directors may, in case of emergency, call a meeting of the board of directors by telephone or by telegram. In such cases, a notice of only 24 hours shall apply.

8. A meeting of the board of directors may be postponed until a later time or date by simply notifying members or associate members verbally or otherwise.

A meeting of the board of directors may be adjourned to a later time the same day or to another day ; no further notice of meeting is necessary.

9. The formalities involved in calling meetings may be waived, if all members of the board of directors agree in writing.

10. Five members must be present to form a quorum of the board of directors.

11. The agenda of a meeting of the board of directors is set by the chairman and submitted at the beginning of each meeting to the members and associate members who may make changes in it before it is adopted.

12. A meeting of the board of directors is presided over by the chairman or, in his absence, by the vice-chairman. If both are absent, the members of the board of directors present elect from among themselves a chairman of the meeting.

13. The minutes of a meeting of the board of directors are read and approved at the beginning of the following meeting unless the reading and adoption are postponed to a subsequent meeting by decision of the members present. All minutes are signed by the chairman of the meeting at which they are adopted and are countersigned by the secretary.

The board of directors may waive the reading of the minutes by the secretary before their adoption.

14. Decisions of the board of directors are taken by a majority vote of the members present ; in the event of a tie vote, the chairman shall have a casting vote.

A vote also may be taken by secret ballot on the request of a member. Unless a vote by secret ballot is requested, the declaration by the chairman of the meeting that a resolution has been adopted unanimously or by a majority or has not been adopted constitutes *prima facie* evidence of the adoption or rejection of such resolution without there being any need to prove the number or proportion of the votes recorded.

15. The board of directors alone is empowered to rule on any sale of shares which may influence the control of a company.

The board of directors may, however, create a committee whose mandate, between meetings of the board of directors, is to authorize such sales. The committee must be composed of at least 3 members of the board of directors, including the chairman. The board of directors determines the mode of operation of the committee.

DIVISION V STAFF OF THE FUND

16. The officers and other employees of the Fund are appointed on the basis of the staff requirements established in Schedule A. They are assigned to their duties by the general manager who fixes their remuneration according to the standards and scales in force.

Any appointment to a post in categories IV, V and VI within the functional group of officers is made by the board of directors of the Fund upon the recommendation of the general manager ; all other appointments are made by the general manager.

17. The officers and other permanent employees of the Fund in office on the date of this Regulation are considered to have been appointed pursuant to this Regulation and are confirmed in their respective assignments in accordance with the staff requirements established in Schedule A.

Where a person who has fulfilled the duties of general manager for at least 5 years ceases to fulfill those duties, he may be appointed special advisor to the chairman and general manager at the same salary for a period not exceeding 5 years. The salary may be adjusted annually according to regular practices. The special advisor may, with the approval of the Minister of Finance, act as a member of a board of directors of a profit-making corporation.

18. The general manager may delegate to officers his authority to appoint employees within the functional groups of technical staff and support staff.

19. Positions are filled by candidates who, in the opinion of the general manager, have the necessary qualifications to carry out the duties competently and efficiently.

20. A person entering the service of the Fund holds his post on a probationary basis for a minimum period of 6 months. During the probationary period, his employment may be terminated by a simple notice of the general manager. Upon completion of the probationary period, the employee is either confirmed as a regular employee or is dismissed.

Notwithstanding the foregoing provisions, the general manager may set a longer or shorter probationary period for certain posts. He may also renew or extend the probationary period of an employee but the duration of the probationary period must not exceed 2 years.

21. For purposes of internal management, the staff of the Fund is integrated into 4 functional groups, in the following order :

- (a) officers and other appointees ;
- (b) management staff ;
- (c) technical staff ;
- (d) support staff.

For each post on the staff of the Fund, the personnel department maintains a classification corresponding to the job categories adopted by the civil service.

22. A vacant post in a given functional group may be used for an appointment to a post in a lower functional group.

23. Subject to section 15.1 of the Act, any officer or other employee of the Fund may be suspended, demoted, dismissed or removed by the general manager for reasons of fraud, lack of discipline, improper conduct, incompetence or gross negligence in the accomplishment of his duties ; however, any demotion, dismissal or removal of an officer belonging to officer categories IV, V and VI shall be made by the board of directors of the Fund upon the recommendation of the general manager.

An officer belonging to officer categories IV, V and VI, who has been dismissed or penalized pursuant to provisions of the first paragraph may, in the 15 days following notice of the measure imposed, ask the board of directors to review the decision.

24. No officer or other employee of the Fund shall engage in partisan activity during a federal or provincial election. Any employee who violates this section is subject to dismissal.

Any officer or other employee of the Fund wishing to be a candidate in a federal or provincial election must give prior notice of his intent to do so in a letter of resignation which would take effect, should the need arise, the day he is officially proclaimed elected. Between the date he hands in his resignation and either his official election or his return to work as provided for below, he shall be considered as being on leave without pay. He is entitled to return to his post the day after nomination day if he is not a candidate or on the eighth day following the date on which a person other than himself is proclaimed elected in the election.

Any officer or other employee of the Fund may attend a political meeting or make a contribution, in accordance with the law, to a political party, a riding association or to a candidate in a provincial or federal election or be a mem-

ber of a political party. However, he is not required to divulge his political allegiance and his personal record shall contain no indication as to his allegiance except when required for the enforcement of this section.

DIVISION VI

ADMINISTRATION OF THE FUND

25. The officers of the Fund are employees belonging to the functional group of officers, as well as any other employee the board of directors may designate upon the recommendation of the general manager.

26. In addition to the duties listed in the regulations, officers must fulfill those prescribed by the general manager and may hold more than one senior office.

27. The general manager is responsible for the administration of the Fund ; investment transactions are carried out under his authority within the framework of the general investment policy adopted by the board of directors and in keeping with the directives which the latter may issue from time to time.

Regularly, but at least once every quarter, the general manager must submit a report of the investment transactions to the board of directors.

28. The secretary must serve all notices of meetings of the board of directors. He must record the minutes of the meetings of the board of directors, keep the record and registers prescribed by the general manager and keep the documents which may be entrusted to him by the board of directors. He is responsible for safekeeping of the seal of the Fund.

Any of the secretary's duties may be entrusted to the assistant secretary by the general manager or the board of directors.

DIVISION VII

BANK ACCOUNTS AND SAFEKEEPING OF SECURITIES

29. Upon the recommendation of the general manager, the board of directors designates the banks, trust companies, savings and credit unions in which the Fund may deposit money, the places where securities of the Fund may be kept, and the institutions to which the Fund may entrust the safekeeping of titles or securities.

DIVISION VIII

DELEGATION OF AUTHORITY

30. Upon the recommendation of the general manager, the board of directors appoints the persons who are authorized to act and to sign all deeds or documents on behalf of the Fund. The board of directors may determine the conditions under which the mandate of such persons may be exercised.

DIVISION IX

FUNDS

31. The Fund may receive deposits in its general fund, in its individual funds, and in its segregated funds.

32. The general fund is a pooled fund in which the Fund may receive participation deposits from those of its depositors who are empowered to deposit moneys with the Fund pursuant to section 18 of the Act. The general fund also receives demand deposits and term deposits from all the depositors of the Fund as well as from wholly-owned subsidiaries and from various other funds of the Fund.

33. Individual funds each have a single depositor and their investments are diversified in keeping with individual requirements.

34. Segregated funds are pooled funds in which the Fund may receive participation deposits from those of its depositors who are empowered to deposit moneys with the Fund pursuant to section 20 of the Act.

Segregated funds are each made up of investments of the same category : fund A consists of shares and securities or titles convertible into shares ; fund G is composed of bonds and evidences of indebtedness, guaranteed or subsidized by the Gouvernement du Québec or by another Québec public body ; fund H consists of evidences of indebtedness and bonds secured by hypothecs and of evidences of indebtedness and bonds whose issue had, as its sole purpose, the financing by the issuer of evidences of indebtedness or bonds secured by hypothecs ; fund I is made up of immoveables, real estate, and shares or evidences of indebtedness of companies whose sole purpose is to acquire, hold, rent or administer immoveables ; and fund O consists of evidences of indebtedness and bonds.

DIVISION X

DEMAND AND TERM DEPOSITS

35. The Fund accepts demand deposits and term deposits from day to day.

36. Demand deposits bear interest at a variable rate determined by the Fund from day to day in keeping with conditions of the money market. The interest is computed on the daily balance of demand deposit accounts and is credited to the accounts on a monthly basis.

37. Demand deposits are redeemable by the Fund within 3 working days following receipt of a written notice of withdrawal.

38. Term deposits each bear interest at a fixed rate determined by the Fund in keeping with conditions of the money market at the time of the deposit and accepted by the depositor. The interest is payable at maturity of the deposit or according to other terms and conditions agreed upon at the time of deposit.

39. Term deposits are redeemable by the Fund on the date of maturity.

40. Interest to be paid on term deposits, as well as the principal of matured term deposits, is payable into the demand deposit account of the depositor.

41. Notwithstanding section 37, a depositor may withdraw from his demand deposit account, as soon as they are paid into such account, the moneys referred to in sections 40, 45 and 46.

DIVISION XI

PARTICIPATION DEPOSITS

42. The Fund accepts participation deposits in and effects withdrawals of participation deposits from its funds at the opening of their respective fiscal periods.

43. Participation deposits are expressed in units of participation of the fund to which they are assigned. The number of units of participation corresponding to a deposit in a fund or to a withdrawal from such fund is equal to the amount of the said deposit or withdrawal, divided by the price of the units of participation of the fund at the closing of the previous fiscal period.

44. The price of units of participation of the funds is established at the closing of their respective fiscal periods by dividing the value of the net equity of each by the number of units then outstanding.

At the time of appraisal of the net equity of a fund, investments are taken at their market value ; where there is

no market or valid quotation for an investment or an asset, the Fund may appraise it on a yield basis, at book value, or realizable value. For purposes of such appraisals, the assets of the Fund are part of the equity of the general Fund which, however, is encumbered by the liabilities of the Fund.

45. At the closing of the fiscal period of a fund, the net income of the fiscal period is established and, after transfer of the amount of capital gain or loss on the sale of securities to the general reserve account of the fund, the balance of net income is apportioned among the depositors of the fund on a *pro rata* basis of the number of units of participation held by each of them.

The net income of a fiscal period of a fund corresponds to the gross income of the fiscal period of such fund less paid and accrued operating and administrative costs allocated among the funds according to the method described in Schedule B.

46. Notice of withdrawals of participation deposits shall be sent to the Fund in writing, indicating the amount of the withdrawal and the date of withdrawal. Following receipt of such notice, the Fund proceeds, in the following manner and according to the sequence prescribed, to cancel a sufficient number of the depositor's units of participation to attain the amount of the withdrawal requested.

The proceeds from the cancellation of participation deposit units are paid into the depositor's demand deposit account the first working day of the fiscal period following the day on which the notice of the withdrawal was received by the Fund; however, if the amount of the withdrawal requested exceeds certain limits provided for below, payment of the withdrawal into the demand deposit account of the depositor is spread over several months in order to respect the limits defined below.

The maximum amount of monthly reimbursements which the Fund shall make to a depositor in respect of a notice of withdrawal is limited to the sum of 15 000 000 \$ plus the proceeds of 2 000 000 \$ multiplied by the number of months expired since receipt of the notice of withdrawal by the Fund.

The first working day of each fiscal period of a fund during which a depositor has forwarded a notice of withdrawal, the Fund cancels a sufficient number of the depositor's units of participation to satisfy the requirements of the third paragraph during the fund's fiscal period under way and credits a blocked account in the name of the depositor with the proceeds of the redemption of the units. From the blocked account, the Fund, in the manner described in the second and the third paragraphs,

makes monthly transfers to the demand deposit account of the depositor from which the latter may withdraw them.

The sums deposited in the blocked account of a depositor bear interest at a rate equivalent to the lesser of the rate paid on demand deposits or the yield of the fund from which they are derived.

A depositor may transmit several withdrawal notices successively for participation deposits whose respective withdrawals overlap; however, the total amount of the monthly transfers into the demand deposit account of the depositor may not, due to this fact alone, exceed what it would have been had all the withdrawals under way by the depositor been included in a single overall withdrawal notice on the date of what would be the oldest of the depositor's withdrawal notices under way, if each of the notices had been carried out at the rate provided for in the third paragraph.

DIVISION XII PORTFOLIOS UNDER SEPARATE MANAGEMENT

47. Portfolios under separate management are portfolios of moveable and immoveable assets which the Fund does not own but whose management is entrusted to it pursuant to section 20 of the Act by a depositor described in section 21.

48. Portfolios under separate management generally are destined to disappear and the Fund administers them with a view to their orderly disposal. The conditions and terms for management of such portfolios are established in an agreement between the depositor and the Fund with the approval of the Government and under conditions it determines.

DIVISION XIII REPORTS

49. Every month, the Fund provides its depositors with a statement of their account of demand deposits, their term deposits, and the number of units of participation they hold in each fund.

50. Subsequently, at the end of each fiscal period of a fund, the Fund forwards to each of the participants a balance sheet and a statement of income and expenditures of the fund as well as statistical statements relevant to the said fund.

DIVISION XIV

MISCELLANEOUS PROVISIONS

51. Any information requested by the Minister of Finance pursuant to section 49 of the Act may only be officially communicated to him by the general manager.

52. For purposes of ensuring that section 41 of the Act is observed, the general manager may require of any officer or other employee a written report concerning the financial operations and transactions of securities which he has carried out or has had carried out on his own behalf during a given period.

53. The general manager must establish rules of ethics and conduct designed to preserve the reputation and integrity of the Fund.

54. The general manager must require that officers and other employees undertake to respect the confidentiality of information obtained as a result of their employment with the Fund.

SCHEDULE A

(ss. 16 and 17)

STAFF REQUIREMENTS OF THE CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

The authorized staff of the Fund is made up as follows :

Officers and other appointees	40
Management staff	76
Technical staff	32
Support staff	64
	<hr/>
	212

SCHEDULE B

(s. 45)

METHOD OF ALLOCATING OPERATING AND ADMINISTRATIVE COSTS

With the exception of expenditures directly charged to portfolios under separate management, all expenditures to operate the Fund are paid for by the general fund and are allocated among the various funds and portfolios managed by the Fund on a *prorata* basis of the weighted assets of each.

For these purposes, the weighted assets of a fund or portfolio are determined by multiplying each category of asset by the following appropriate factor :

Shares and convertible securities	1,6
Bonds	1,1
Small hypothecs	¾%*
Other hypothecs	2,0
Immoveables	3,0
Short-term securities	0,5
Cash and other assets	0,5.

*As an exception to the general rule, assets consisting of small hypothecs (hypothecs on residential immoveables with 7 units or less) are subject to a management fee of ¾% per year (0,03125% per month) in lieu and place of an allocation in respect of weighted assets.

Decision of 21.07.80, (1980) 112 G.O.II, 3605

Decision of 21.07.80, (1980) 112 G.O.II, 3613

O.C. 192-81, (1981) 113 G.O.II, 393



c. C-8, r.1

**Règlement de régie interne du Centre de
recherche industrielle du Québec**

An Act respecting the Centre de recherche industrielle
du Québec

(R.S.Q., c. C-8, ss. 14 and 15)

See French Edition



c. C-10, r.1

Regulation respecting change of name and of other particulars of civil status

An Act respecting the change of name and of other particulars of civil status
(R.S.Q., c. C-10, s. 23)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “Act” : the Act respecting the change of name and of other particulars of civil status ;
- (b) “Minister” or “Ministère” : the Minister of Justice or the Ministère de la Justice ;
- (c) “applicant” : the person who submits an application in accordance with Division I or Division II of the Act ;
- (d) “deputy registrar” : the deputy registrar of Québec.

DIVISION II GENERAL RULES

2. An application submitted under Division I or Division II of the Act shall be addressed to the Minister of Justice care of the Service du changement de nom, direction des enregistrements officiels, Ministère de la Justice, Québec.

3. Each application may contain only one request for a change of name under Division I and one request for a change of sex designation under Division II of the Act.

4. After obtaining from the Service du changement de nom, an acknowledgement of receipt of the application submitted by him under Division I, the applicant shall give notice of the application in accordance with section 5 of the Act.

5. The preamble of the certificate issued by the Minister under :

- (a) section 2 of the Act contains the information supplied by the applicant in accordance with paragraphs *b*, *d*, *e*, *f* and *g* of section 3 of the Act ;

- (b) section 21 of the Act contains the information supplied by the applicant in accordance with paragraphs *a*, *b* and *d* of section 18 of the Act.

The purview of the certificate issued by the Minister under :

- (a) section 2 of the Act attests to the applicant's change of name ;
- (b) section 21 of the Act attests to the applicant's change of sex designation and given name.

6. The deputy registrar must :

- (a) number each certificate issued by the Minister ;
- (b) transmit an official copy of the certificate free of charge to the applicant and to the depositary of the registers of civil status ;
- (c) also provide a copy to every person who proves his interest in obtaining a copy of such document ;
- (d) keep an alphabetical register under the former and new name and a chronological register of all the certificates issued by the Minister under each division of the Act.

7. The depositaries of the registers of civil status of Québec, who are required to change the registers of civil status kept by them to correspond with the change of name certificate issued by the Minister of Justice, must forthwith :

- (a) enter in the margin of the act thus changed the mention provided for in Schedule 1 ; and
- (b) record the purview of the certificate immediately after the last act entered in the said register, in accordance with the Form in Schedule 2.

DIVISION III TARIFF OF FEES

8. The following fees are payable :

- (a) for a copy of the certificate other than that given the applicant or the one transmitted to the depositary of the registers of civil status : 5 \$;
- (b) for an application for a change of name : 50 \$;
- (c) for more than one application for a change of name concerning a corresponding number of persons related in

the degree of parent-child or brother-sister, transmitted at the same time to the Service du changement de nom, a maximum amount of : 100 \$.

9. If the application is refused, the applicant who paid a fee of 50 \$ is reimbursed an amount of 35 \$ and the applicants who paid a fee of 100 \$ are reimbursed an amount of 70 \$.

10. In the case of applications prepared by a law firm acting in the name of a legal aid corporation, none of the fees prescribed in section 8 shall be charged.

SCHEDULE 1

(s. 7, par. a)

Henceforth authorized to bear the name of
 in accordance with (change of
 name or sex designation and given name) certificate num-
 ber issued by the Minister of Justice on

This (date on which the mention is appended).

.....
 (Signature of civil status officer)

SCHEDULE 2

(s. 7, par. b)

Considering the (change of name or sex designation and
 given name) certificate number issued
 by the Minister of Justice on

..... we,
,
 civil status officer, transcribe hereinafter the purview of
 the aforementioned certificate.

(faithful transcription of the order)

Made at this
 day of one thousand nine hundred and

.....
 (Signature of civil status officer)



c. C-11, r.1

Regulation governing the Commission d'appel de francisation des entreprises

Charter of the French language
(R.S.Q., c. C-11, ss. 93 and 155)

1. The Commission d'appel de francisation des entreprises, established to hear appeals provided for under section 155 of the Charter of the French language (R.S.Q., c. C-11) consists of 3 members, including 1 chairman and 1 vice-chairman, appointed by the Government for a maximum of 5 years.

2. A member remains in office at the expiry of his term until he is either re-appointed or replaced.

3. In the case of a member's inability to act because of absence or illness, the Government may temporarily appoint a replacement for him.

4. The head office of the Commission is in Montréal. The Commission may hold its sittings at any place in Québec.

5. The quorum of the Commission is 2 members. The sittings of the Commission are presided over by the chairman.

6. Decisions are made by a majority of the members. In the case of a tie-vote, the chairman possesses a supplementary vote.

7. The chairman is responsible for the administration of the Commission. He supervises the work and directs the personnel thereof.

The chairman supervises the distribution of cases, the holding of sittings and the way in which the members fulfill their duties and powers in general.

8. In the case of the absence or the inability to act of the chairman, the vice-chairman may exercise all of the chairman's powers.

9. The Commission has all the necessary powers for the exercise of its jurisdiction and may, in particular, render any order it deems appropriate to protect the rights of the parties.

10. The minutes of the sittings approved by the Commission and certified by the secretary are authentic as are the documents or the copies emanating from the Commission or forming part of its records where they are signed by the chairman or the secretary.

11. Before taking office, the members of the Commission must take, before the Minister responsible for the application of the Charter, the oaths or the solemn affirmations provided for in Schedules 1 and 2.

12. The Commission must, each quarter, transmit to the Minister responsible for the application of the Charter a report indicating :

- (a) the number of appeals heard by it during the quarter ;
- (b) the name of the business firms having brought an appeal ;
- (c) the place and date of the hearings ;
- (d) the date of its decisions ;
- (e) the nature of its decisions.

SCHEDULE 1

(s. 11)

OATH OR AFFIRMATION OF OFFICE

"I, A.B., swear (or solemnly affirm) that I will be loyal and bear true allegiance to constituted authority and that I will fulfill the duties of my office of honestly and justly, and that I will not receive any sum of money or consideration for what I have done or may do in the discharge of the duties of my office, to procure the purchase or exchange of anything whatsoever by or with the Government other than my salary or what may be allowed me by law or by an order of the Government (When an oath is taken, add : "So help me God.")"

SCHEDULE 2*(s. 11)***OATH OF AFFIRMATION OF DISCRETION**

"I, A.B., further swear (or solemnly affirm) that I will not reveal or disclose, unless duly authorized, anything that may come to my knowledge in the discharge of my duties. (When an oath is taken, add : "So help me God.")"



c. C-11, r.2

Regulation respecting the knowledge of the official language necessary to obtain a permit from a professional corporation

Charter of the French language
(R.S.Q., c. C-11, ss. 35 to 39)

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;
- (b) “Minister” : the Minister designated under section 212 of the Act ;
- (c) “Office” : the Office de la langue française ;
- (d) “Office des professions” : the Office des professions du Québec.

2. For the purposes of sections 35 to 39 of the Act, a person is considered to have knowledge of the official language appropriate to the practice of a given profession if he meets one of the following requirements :

- (a) if he proves to the satisfaction of the professional corporation that he has taken at least 3 years of full time instruction given in French, at the secondary level or later ;
- (b) if he is the holder of the certificate contemplated in section 8 ;
- (c) if he is the holder of a certificate issued by the Régie de la langue française in accordance with the Regulation respecting a working knowledge of the French language necessary to obtain a permit from a professional corporation (O.C. 2050-76, (1976) 108 O.G. II, p. 3903) ;
- (d) if he had, prior to 7 September 1977, obtained a document certifying that he has a working knowledge of the French language issued in accordance with the Regulation concerning standards for evaluating the working knowledge of French of an immigrant wishing to be admitted to the study or the practice of a profession in Québec (O.C. 936-71, (1971) 103 O.G., p. 2505).

3. A committee shall prepare the standardized tests used to evaluate the knowledge of the official language appropriate to the practice of a profession.

This knowledge shall be evaluated in relation to 5 criteria :

- (a) oral French comprehension ;
- (b) written French comprehension ;
- (c) oral French expression ;
- (d) written French expression ;
- (e) knowledge of and ability to use the French terminology of the profession.

The committee contemplated in the first paragraph shall be composed of 3 members, one of whom is designated by the Office, one by the Office des professions and one by the Minister.

4. The Office shall provide for the holding of examinations at least 6 times a year at the places and on the dates it shall fix.

5. A person who wishes to take an examination must apply to the Office which shall notify him of the date, hour and place of the examination.

6. Each examination sitting shall be presided over by a person designated by the Office. Two other persons may also be present, one designated by the Office des professions, the other by the Minister.

7. When a person sits the examination, the Office shall notify him of the result within 2 weeks, and at the same time notify the Office des professions, the Minister and the professional corporation.

8. If the person passes the examination, the Office shall issue him a certificate to that effect.

9. If the person fails the examination, he may, in the month following receipt of the result, make a written request to the Office for a review of his examination. He must wait 3 months before sitting another examination.

10. For such review, the Office shall establish a committee of 3 members, 2 of whom are from the service responsible for administering the examinations and the third from outside that service. The committee must deal with the request for review within 2 weeks following its receipt.

The Office shall immediately inform the person concerned in writing of the committee's decision.

11. Subject to section 9, a person may sit for an examination as often as he wishes.



c. C-11, r.3

Regulation of the Office de la langue française respecting the definition of the term “head office” and the recognition of head offices eligible for special agreements with the Office

Charter of the French language
(R.S.Q., c. C-11, s. 144)

1. In this Regulation, unless the context indicates otherwise, the following expressions mean :

- (a) “agreement” : a special agreement within the meaning of section 144 of the Act ;
- (b) “Act” : the Charter of the French language ;
- (c) “Office” : the Office de la langue française.

2. In accordance with the terms of the Act and this Regulation, “head office” means the positions held by natural persons responsible on a pan-Canadian or international scale for the activities of overall management, of management of staff departments or of service departments for the whole business firm or for its main office if the head office is located outside Canada.

Members of the board of directors as well as executives, their assistants and the support staff assigned to the activities of overall management, of management of staff departments or of service departments for the whole business firm or for its main office are also included as head office personnel.

3. Within the meaning of the Act and this Regulation, positions held by researchers, as well as by natural persons assigned to the management, conception and implementation of research and development activity in a business firm or a group of business firms are also included as head office personnel.

4. Every head office established in Québec by a business firm whose activity extends beyond Québec and more than 50% of whose average gross income during the 3 years prior to the request accrues directly or indirectly from outside Québec is entitled, upon written request of the firm, to be designated as eligible for an agreement.

5. Every business firm whose activities extend beyond Québec and less than 50% of whose average gross income during the 3 years prior to the request accrues from outside Québec may request the Office in writing that its head office established in Québec be recognized as eligible for an agreement if the firm is unable to comply, in implementing its francization programme within its head office, with one of the programme elements outlined in section 141 of the Act, having taken into account the sections 142 and 143 of the Act, for one of the following reasons :

- (a) its frequent business contacts outside Québec ;
- (b) the complexity of the techniques used ;
- (c) its requirements for specially-trained staff ;
- (d) the effects that implementation of its francization programme within the head office may have on its competitive position.

6. For the purposes of sections 4 and 5, where a head office of a business firm whose activity extends beyond Québec, has been established in Québec for less than 3 years, the average gross income is calculated for the period prior to the request.

7. For the purposes of sections 4 and 5, the business firm must, prior to its request, have completed the analysis of its language situation.



c. C-11, r.4

Regulation respecting requests for instruction in English

Charter of the French language
(R.S.Q., c. C-11, s. 80)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “school board” : a school board, a regional school board or a corporation of school trustees governed in whole or in part by the Education Act (R.S.Q., c. I-14) ;

(b) “institution” : every educational institution at the kindergarten, elementary or secondary level that holds a permit, is recognized for purposes of grants, or is declared to be of public interest, pursuant to the Act respecting private education (R.S.Q., c. E-9) ;

(c) “teaching establishment” : a public or private teaching establishment outside Québec ;

(d) “Act” : the Charter of the French language ;

(e) “Minister” : the Minister of Education.

DIVISION II REQUEST FOR INSTRUCTION IN ENGLISH

2. The first request for instruction in English shall be made, using the forms annexed to this Regulation, on or before 1 March preceding the school year for which the request is made. A birth certificate bearing the parents' names, or an authenticated copy thereof, must accompany the request.

A child for whom such request is made may not receive instruction in English before being enrolled by the school board or institution in accordance with this Regulation.

3. Parents who request for the first time that their child receive instruction in English shall provide appropriate proof of school attendance with their request.

4. The school board or institution must, before enrolling a child for instruction in English, ensure that the person designated by the Minister has issued a certificate of eligibility for the child. For this purpose, it may require that the parents produce their child's certificate of eligibility.

5. Where the child lawfully received instruction in English in 1976-77 in a public kindergarten class or in an elementary or secondary school, but does not have a certificate of eligibility issued by the person designated by the Minister, the proof of schools attended is established by the presentation of the 1976-1977 school report or an authentic copy thereof or, failing such, by an attestation from the director general of the school board or the director of the institution attended in 1976-77.

Where the child's last year of schooling in Québec before 26 August 1977 was prior to 1976-77 in a public kindergarten class or in an elementary or secondary school in English, the proof of schools attended is established by an attestation from the director general of the last school board or the director of the last institution then attended, accompanied by the last school report issued for such child and, where applicable, all the reports issued for the child up to 1976-77 inclusive.

The school board or institution in which the request for instruction in English is made may enrol that child subject to a later decision by the person designated by the Minister.

6. If a child's older brother or sister lawfully received instruction in English in a public kindergarten class or in an elementary or secondary school during his last year of schooling in Québec before 26 August 1977, the proof of schools attended by that brother or sister is established by a certificate of eligibility of that brother or sister, or a copy thereof or, by way of exception, by a written attestation from the director general of the school board or the director of the institution attended by that brother or sister.

The birth certificate of the child to be enrolled, or an authenticated copy thereof, must be produced. Moreover, if the said older brother or sister does not have an eligibility certificate, an authenticated copy of his or her birth certificate must be produced.

7. If the child's father or mother received primary instruction in English in Québec, that parent must provide a written attestation to that effect issued by the director general of the school board or the director of the institution attended.

The director general of the school board or the director of the institution may only issue the attestation provided for in the first paragraph if it is based on a document held by his school board or a school under its jurisdiction, or by his institution.

8. If the child's father or mother received primary instruction in English outside Québec, that parent must provide an attestation of the same type as that provided for in section 7 issued by the authorities of the teaching establishment attended.

Proof of domicile in Québec on 26 August 1977 is established by a sworn declaration.

9. In the event registers are incomplete, the attestation to the effect that the father or mother received at least half of his or her primary instruction in English constitutes sufficient proof of schools attended.

10. Where it is impossible for the parent to obtain the attestation provided for in section 7 or 8, as the case may be, he shall furnish the school board or institution to which the application for admission is made with a sworn declaration describing the inquiries made to obtain such attestation, specifying the schools, institutions or teaching establishments in which he actually received instruction in English, and include any other pertinent information and any documents in his possession concerning his primary instruction in English.

11. Where the school board or the institution establishes that the prescribed forms are duly completed, it shall forward to the person designated by the Minister the original of the application for admission card and all the documents original required under the preceding sections where the case in question is that of a child whose older brother or sister lawfully received instruction in English during his or her last year of schooling in Québec before 26 August 1977 or where the child's father or mother received primary instruction in English.

It shall also forward to the person designated by the Minister the originals of the application for admission cards and the attestations of schools attended by the children contemplated in section 5.

It shall hold at the disposal of the person designated by the Minister the records respecting the application for admission and enrolment of the children it enrolls pursuant

to certificates of eligibility and shall send him the list upon request.

DIVISION III CERTIFICATE OF ELIGIBILITY

12. Upon receipt of the documents transmitted in accordance with section 11, the person designated by the Minister shall make an inquiry and verify the correctness of the proof submitted of schools attended and declare the child eligible or ineligible for instruction in English.

If necessary, the person designated by the Minister may demand additional information from the school boards and institutions.

13. The person designated by the Minister shall keep a register of the children declared eligible stipulating, in the case of each, the criteria of eligibility.

14. The person designated by the Minister shall communicate his decision to the parents in writing with respect to a child's eligibility for instruction in English and shall also transmit his decision to the school board or institution concerned.

15. Once established, the proof of schools attended in English by the father or mother may be used by the parents for the purposes of a request for instruction in English with respect to another child of the same family.

DIVISION IV APPEALS

16. The appeals committee established under section 83 of the Act shall deal with the appeals contemplated in section 17.

17. Parents who are dissatisfied with the decision of the school board, of the institution or of the person designated by the Minister with respect to the eligibility of their child may, not later than 30 days after communication of the decision, lodge an appeal with the appeals committee. The same applies to the Minister's decisions made pursuant to section 78 of the Act.

18. The parents, school boards, institutions, persons designated by the Minister, and the Minister must furnish the appeals committee with the information it requires.

19. The decision of the appeals committee to the effect that a pupil is eligible for instruction in English shall constitute a certification of eligibility.

DIVISION V FORMS

20. The requests for instruction in English, the attestations of schools attended, the sworn declarations respecting domicile, and the sworn declarations necessitated by the absence or insufficiency of proof of English schools attended by the father or mother at the elementary level shall be made on the prescribed forms annexed to this Regulation or on another form with the same content.

DIVISION VI TRANSITIONAL PROVISIONS

21. The provisions of this Regulation apply to enrolment for the 1977-1978 school year subject to the following sections.

22. For the 1977-1978 school year, the request contemplated in section 2 may be made after 1 March.

23. A child who lawfully received instruction in English in 1976-1977 at the same school board or institution may be enrolled subject to a decision to the contrary made by the person designated by the Minister. The same applies to a child who requests enrolment at a regional school board and who, in the preceding year, received instruction in English at a school board that is a member of that regional school board.

24. If a child lawfully received instruction in English in 1976-1977 at another school board or institution, he may be enrolled, subject to a decision to the contrary by the person designated by the Minister, if the director general of the school board or the director of the institution at which he received instruction in 1976-1977 can attest to such instruction to the director where the application is made, or if the school board or institution obtains from the person designated by the Minister a written attestation to the effect that the name of the child appeared on the list of pupils enrolled for instruction in English in 1976-1977 issued by the Ministère de l'Éducation.

25. Where the application for a child's enrolment is based on the schools attended by an older brother or sister or by one of his parents, and where no certificate of eligibility has been issued for that child, he may be enrolled, subject to a decision to the contrary by the person designated by the Minister, as soon as the school board or institution, upon examining the appropriate proof, ascertains that the child meets one or other of the criteria concerning schools attended. The school board or institution shall then transmit, pursuant to section 11 and within 7 days of the child's enrolment, the documents to the person desig-

nated by the Minister who shall verify their correctness and issue, where applicable, a certificate of eligibility on the child's behalf.

26. The person designated by the Minister may declare a child eligible who lawfully received instruction in English in 1976-1977 if his name appeared on the list issued by the Ministère de l'Éducation.

27. For the 1977-1978 school year the following forms shall be deemed sufficient in respect of a request for instruction in English : those forms already used by the school boards under order in council 1860-77 dated 8 June 1977 those established under the general powers of the school boards if their content is equivalent and considered to be so by the person designated by the Minister ; those established for use by the institutions for the 1977-1978 school year pursuant to section 56 of the Act respecting private education (R.S.Q., c. E-9) and those prescribed under this Regulation.

FORM A

(s. 20)

**REQUEST FOR INSTRUCTION IN ENGLISH
OR
REQUEST FOR CERTIFICATE OF ELIGIBILITY
FOR INSTRUCTION IN ENGLISH**

NAME OF PUPIL GIVEN NAME

☐ We, the undersigned parents, request that our child receive instruction in English.

or

☐ We, the undersigned parents, request that our child receive instruction in French but be declared eligible to receive instruction in English.

.....
 Signature of father and Signature of mother Date

Note: The signature of both parents is required unless the child is in the custody of one person only.

1.0 ☐ Our child has not yet been declared eligible for instruction in English pursuant to the Charter of the French Language (R. S. Q., c. C-11) and we request that he (she) be declared eligible for one of the following reasons :

Note: For any of the following reasons, enclose with this request the child's birth certificate (or an authenticated copy thereof).

1.1 ☐ our child, during his (her) last year of schooling in Québec before 26 August 1977, lawfully received instruction in English in a public kindergarten class or in an elementary or secondary school (complete Form B);

or

1.2 ☐ our child has an older brother or sister who, during his (her) last year of schooling in Québec before 26 August 1977, lawfully received instruction in English in a public kindergarten class or in an elementary or secondary school (complete Form C);

or

1.3 ☐ one of the parents received his or her primary instruction in English in Québec, (complete Form D1 or provide an attestation of studies previously issued to that parent for an older child by the person designated by the Minister);

or

1.4 ☐ one of the parents received his or her primary instruction in English outside Québec and was domiciled in Québec on 26 August 1977 (complete Form D1 and Form E or provide an attestation of studies previously issued to that parent for an older child by the person designated by the Minister).

FORM B

(s. 20)

**INFORMATION RESPECTING THE SCHOOLS PREVIOUSLY
ATTENDED BY THE PUPIL**

1. DECLARATION BY THE PERSON RESPONSIBLE FOR THE PUPIL

I, the undersigned, (father, mother or tutor), declare that the child ,
(Name and given name of pupil),
during his last year of schooling in Québec before 26 August 1977, the 19...../19..... school year, lawfully received
instruction in English in a public kindergarten class or in an elementary or secondary school.

NAME OF SCHOOL

NAME OF SCHOOL BOARD

IMPORTANT:

1. If the last year of schooling in Québec was 1976-1977, produce the school report for the 1976-1977 school year or, failing such, have the director general fill out section 2 .
2. If the last year of schooling in Québec was prior to 1976-1977, have section 2 filled out by the director general of the last school board or private institution attended in Québec and produce the school report for that year; where applicable, also produce the school report(s) issued for the subsequent years up to and including 1976-1977.

.....
Signature of father or mother or tutor

.....
Date

2. ATTESTATION BY DIRECTOR GENERAL

I, the undersigned, director general of the school board or private institution ,
(Name of school board or private institution)
attest that the information given above by the person responsible for the child is correct.

Pupil's permanent code

.....
Name

.....
Signature

.....
Date

(Seal of school board
or private institution)

**INFORMATION RESPECTING THE SCHOOL
ATTENDANCE OF AN OLDER BROTHER OR SISTER**

FORM D1

(s. 20)

**INFORMATION RESPECTING THE SCHOOLS ATTENDED
BY ONE OF THE PARENTS OF THE PUPIL**

NOTE : The parent may use a copy of this form for each of the different school boards or private institutions attended.

1. DECLARATION OF FATHER OR MOTHER

I, the undersigned,, domiciled at.....
, born at.....on..... 19.....,
 declare that I received my *primary instruction in English* on the following dates and in the following places:

GRADE	DATE	SCHOOL OR INSTITUTION	SCHOOL BOARD	DISTRICT	PROVINCE OR COUNTRY
1 st year	19..../19....	.....	.....	.....	.....
2 nd year	19..../19....	.....	.....	.....	.....
3 rd year	19..../19....	.....	.....	.....	.....
4 th year	19..../19....	.....	.....	.....	.....
5 th year	19..../19....	.....	.....	.....	.....
6 th year	19..../19....	.....	.....	.....	.....
7 th year	19..../19....	.....	.....	.....	.....

Signature: Date:

2. ATTESTATION OF THE DIRECTOR GENERAL OR, OUTSIDE QUÉBEC, OF THE COMPETENT AUTHORITY

(check the appropriate box)

☐ Our registers are complete and after verification thereof the undersigned attests that the aforesaid declaration is correct.

or

☐ Our registers are complete and after verification thereof the undersigned attests that the aforesaid declaration is correct only for the following grades:

.....
(grades)

or

☐ Our registers are incomplete for the school (or schools) and the years mentioned; after verification thereof the undersigned attests that the aforesaid declaration is correct only for the following grades:

.....
(grades)

or

☐ Because registers do not exist for the years mentioned in the aforesaid declaration, the undersigned is unable to attest the correctness thereof.

Remarks:
.....
.....
.....

Name

(Seal of the school body)

Signature

IF OUTSIDE QUÉBEC—Position

Address.....

Telephone (.....) Date

IMPORTANT (1) If it is impossible for the parent to obtain the above attestation or if the parent has received an attestation for *less than half of his primary studies* because registers are incomplete, the parent must provide a sworn declaration by completing Form D2.

(2) If the parent's primary instruction was received outside Québec, the parent must provide a sworn declaration that he or she was domiciled in Québec on 26 August 1977. Use Form E for that purpose.

(s. 20)

DECLARATION BY ONE OF THE PARENTS

I, the undersigned, _____, domiciled at _____
(Name of father or mother)
_____, born at _____ on _____ 19_____,
being duly sworn, declare as follows:

1. It has been impossible for me to obtain an attestation of my primary instruction in English notwithstanding the inquiries I have made, which I list as follows (describe and give the dates).

Note: The parent must include the documents in his possession respecting his/her primary instruction (school report, certificate).

- 2. I received my *primary instruction in English* on the dates and at the places which follow:**

GRADE	DATE	SCHOOL OR INSTITUTION	SCHOOL BOARD	DISTRICT	PROVINCE OR COUNTRY
1 st year	19..../19....	.....	.....	.....	.....
2 nd year	19..../19....	.....	.....	.....	.....
3 rd year	19..../19....	.....	.....	.....	.....
4 th year	19..../19....	.....	.....	.....	.....
5 th year	19..../19....	.....	.....	.....	.....
6 th year	19..../19....	.....	.....	.....	.....
7 th year	19..../19....	.....	.....	.....	.....

3. OTHER PERTINENT INFORMATION

(names of teachers, principals, classmates, etc...)

.....

.....

.....

Signature of parent

Date

SWORN TO BEFORE ME AT THIS 19

Name

Signature

Address

(.....)
Telephone

Seal of the person
authorized to administer
the oath and the number of
the board, where applicable

FORM E

(s. 20)

DECLARATION OF DOMICILE

I, the undersigned, , domiciled at.....
 (Name of father or mother)

..... , born at....., on..... 19.....,
 being duly sworn, declare that on the date of coming into force of the Charter of the French Language (R. S. Q., c.
 C-11), 26 August 1977, I was domiciled in Québec at the following address :

.....
 No Street City

.....
 Signature of father or mother Date

Sworn to before me at on..... 19.....

.....
 Name of the person authorized to administer the oath

.....
 Signature

.....
 Address

(.....)
 Telephone

Seal of the person
 authorized to administer the oath
 and the number of the board,
 where applicable.



c. C-11, r.5

Regulation respecting the exemption of children having serious learning disabilities from the application of Chapter VIII of Title I of the Charter of the French language

Charter of the French language
(R.S.Q., c. C-11, s. 81)

1. In this Regulation, unless the context indicates otherwise, the following words and expression mean :

(a) "school board" : a school board, a regional school board or a corporation of trustees governed in whole or in part by the Education Act (R.S.Q., c. I-14) ;

(b) "institution" : an institution contemplated in the second paragraph of section 72 of the Charter of the French language (R.S.Q., c. C-11).

2. Within the meaning of this Regulation, the categories of children having serious learning disabilities, in accordance with the definitions in Schedule I, are :

(a) children with mental deficiencies, that is :

- i. the educable mentally retarded ;
- ii. the trainable mentally retarded ;

(b) children with physical handicaps, that is :

- i. those with motor disabilities ;
- ii. severe cerebral palsy ;
- iii. physical disabilities ;
- iv. uncontrolled epilepsy ;

(c) children with auditory disorders, that is :

- i. the deaf ;
- ii. those who are hard of hearing ;

(d) children with ocular disorders, that is :

- i. the blind ;
- ii. the partially sighted ;

(e) children with severe socio-emotional disturbances ;

(f) children having serious learning disabilities, that is :

i. those with a generalized academic retardation of 3 years or more ;

ii. those who suffer from chronic specific disabilities such as dyslexia, dyscalculia, characterized dysgraphia, severe speech difficulties and severe psychomotor disorders ;

(g) children with multiple handicaps.

3. Children with deficiencies of prerequisite skills or minor learning disabilities as defined in Schedule II are not considered to have serious learning disabilities within the meaning of this Regulation.

4. Parents who wish to have their children exempted from the application of Chapter VIII of Title I of the Charter of the French language shall make a request for exemption.

5. The school board or institution where the request for exemption is made shall have the child examined by competent specialists or shall order such examination for the purpose of determining if the child manifests one of the learning disabilities enumerated in section 2.

6. Parents shall furnish with their request for exemption a formal attestation specifying that the child manifests one of the serious learning disabilities enumerated in section 2 signed by the competent specialists who examined the child.

7. The school board or institution that receives the request for exemption shall transmit it to the person designated by the Minister of Education accompanied by the application for admission card and the attestation of the competent specialists.

8. The person designated by the Minister shall issue, where applicable, an exemption in the name of the child. The exemption shall then be transmitted to the parents and the interested school board or institution shall be notified.

SCHEDULE I

DEFINITIONS OF THE CATEGORIES CONTEMPLATED IN SECTION 2

(A) Mental deficiencies

(1) **Educable mentally retarded** : A child who, as a result of a valid intelligence test administered by a qualified person and in accordance with scientific procedures, has an intelligence quotient which is between 55 and 75.

(2) **Trainable mentally retarded** : A child who, as a result of a valid intelligence test administered by a qualified person and in accordance with scientific procedures, has an intelligence quotient which is between 25 and 55.

(B) Physical handicaps

(1) **Motor disabilities** : A pupil who, as a result of an accident, an illness, lesions of the nervous system (but localized on the peripheral tract), congenital deficiency or malformation, suffers from a physical handicap which requires special education measures or intensive physical rehabilitation.

(2) **Mild and moderate cerebral palsy** : A pupil, who, as a result of mild or moderate organic disease of the motor control centres of the brain, shows a mild or moderate lack of motor coordination or mild or moderate sensory motor difficulties, needs physical sensory motor and educational rehabilitation programmes as an integral part of his school programme.

(3) **Severe cerebral palsy** : A pupil, who, as a result of severe organic disease of the motor control nerve centres of the brain shows a severe lack of coordination or severe sensory motor difficulties, needs physical, sensory motor and educational rehabilitation as an integral part of his school programme.

(4) **Physical disabilities** : A pupil who suffers from an organic extra cerebral disease sufficiently severe to require treatment as an integral part of his school programme as well as special education measures. Examples : cardiopathy, arthritis, dystrophy.

(5) **Non-medically controlled epilepsy** : A child who suffers from a chronic nervous ailment characterized by ill-controlled or non-medically controlled convulsions.

(C) Auditory disorders

(1) **The deaf** : A pupil, who, as a result of a suitable examination administered by a competent specialist is declared deaf : that is, suffering from an auditory loss of 80 decibels and more with the better ear.

(2) **The hard of hearing** : A pupil, who as a result of a suitable examination by a competent specialist, is declared hard of hearing : that is, suffering from an auditory loss between 25 and 80 decibels with the better ear.

(D) Ocular disorders :

(1) **The blind** : A pupil, who, as a result of a suitable examination administered by a competent specialist, is declared blind.

(2) **The partially sighted** : A pupil, who as a result of a suitable examination administered by a competent specialist, is declared partially sighted, that is, having a visual acuity between 20/70 and 20/200.

(E) **Severe socio-emotional disturbances** : A child, who, as a result of a suitable psychological assessment administered by a competent specialist, shows severe social and emotional behavioural problems incompatible with the number and standards of regular school groups, must receive a specific programme of emotional rehabilitation and curative instruction in a group structured for such purpose.

(F) **Severe learning disabilities** : Only those pupils manifesting generalized academic retardation of 3 years or more or suffering from certain chronic learning disabilities such as dyslexia, characterized dysgraphia, severe speech difficulties and severe psychomotor difficulties are included in this category.

(G) **Multiple handicaps** : The term "multiple handicaps" designates the situation of a pupil who manifest more than one syndrome at a time, that is, a mental deficiency or a physical disorder associated with a major socio-emotional disturbance or severe learning disabilities.

SCHEDULE II

DEFINITIONS OF THE CATEGORIES CONTEMPLATED IN SECTION 3

(A) **Deficiencies of prerequisite skills (extended readiness classes)** : The only pupils who may be considered for an extended readiness class are those who have a chronological age of 6 years or who have attended a recognized kindergarten class for whom a psychoeducational evaluation has revealed a marked deficiency in skills prerequisite to scholastic learning at the elementary level. The amount of time in such a class must not exceed one school year.

(B) **Minor learning disabilities** : The only pupils who may be considered for this category are elementary students who manifest a generalized academic retardation of 2 years or more or who suffer from mild or moderate specific learning disabilities such as speech, reading, psychomotor, or counting difficulties or perceptual disorders.



c. C-11, r.6

Regulation respecting the language of instruction of persons staying in Québec temporarily

Charter of the French language
(R.S.Q., c. C-11, s. 85)

1. Persons staying in Québec temporarily or their children may, if they so wish, receive instruction in English if they hold an express authorization to that effect issued in accordance with this Regulation by the Minister of Education or the person whom he designates.

2. Such authorization may only be granted if one of the parents received his or her primary or secondary instruction in English or if one of their children has already begun or completed his studies in English.

3. The children of the following persons are deemed to be staying in Québec temporarily :

(a) persons who prove that they are carrying on studies or research in Québec for a duration not expected to exceed 3 years ;

(b) persons who prove that they are assigned to Québec by their employer for a duration not exceeding 3 years, or that they have just taken up a post in Québec for a duration not expected to exceed 3 years.

4. The authorization provided in section 2 may only be renewed by the Minister of Education, or the person whom he designates, for a period not exceeding 3 years and only where it is proved that such extension is necessary due to exceptional circumstances or to circumstances unforeseen at the time of the original request.

5. Notwithstanding section 2, the authorization provided in section 1 may be issued to the following persons ;

(a) the children of persons officially assigned to Québec as representatives or officers of an international agency or of a foreign country, accredited, for the purposes of this Regulation, to the Ministère des Affaires intergouvernementales, provided such persons do not have the status of permanent resident in Canada ;

(b) the children of members of the Canadian Armed Forces assigned to Québec temporarily.

For the purposes of application of this section, the authorization is valid for the duration of the stay of the persons concerned.

6. The children eligible to receive instruction in English pursuant to this Regulation are not deemed to receive instruction in English under section 73 of the Charter of the French language.

7. Employers or any other interested person may undertake the necessary procedures for the school enrolment of children of the employees concerned, but the actual enrolment must be made by the parents.



c. C-11, r.7

Regulation respecting the language of business firms

Charter of the French language
(R.S.Q., c. C-11, ss. 139 to 152)

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “business firm” : a natural person, a cooperative, a partnership of natural persons, or an artificial person engaged in farming, industrial, commercial, financial or professional activities in Québec ;

(b) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;

(c) “Office” : the Office de la langue française.

2. The international organizations designated by the Government pursuant to section 92 of the Act are not considered as business firms for the purposes of this Regulation.

3. In order to establish classes of business firms, economic activity is grouped into 10 sectors :

- (1) (a) the retail trade ;
- (b) the construction industry ;
- (2) (a) transportation and storage ;
- (b) accommodation and food services ;
- (c) communications ;
- (d) paper industries ;
- (3) (a) the wholesale trade ;
- (b) food and beverage industries ;
- (4) (a) financial institutions ;
- (b) personal services ;
- (c) miscellaneous services ;
- (d) insurance ;
- (5) (a) insurance agencies and the real estate industry ;
- (b) agriculture ;
- (c) mines, quarries and oil wells ;

- (d) textile industries ;
- (6) clothing industries ;
- (7) (a) metal fabricating industries ;
- (b) primary metal industries ;
- (c) forestry ;
- (d) services to business management ;
- (8) (a) wood industries ;
- (b) public utilities ;
- (c) amusement and recreation services ;
- (d) printing and publishing ;
- (e) electrical products industries ;
- (9) (a) miscellaneous manufacturing industries ;
- (b) chemical industries ;
- (c) machinery and transportation equipment industries ;
- (d) furniture and fixture industries ;
- (10) (a) non-metallic mineral products industries ;
- (b) fishing and hunting ;
- (c) rubber and plastic products industries ;
- (d) petroleum and coal products industries ;
- (e) leather industries ;
- (f) knitting mills ;
- (g) tobacco products industries.

4. The classes of business firms are established in Schedule A.

5. The sector to which a business firm belongs and the number of persons in its employ are established effective 30 June 1977. These criteria apply to the sector of economic activity from which the business firm chiefly draws its revenue in Québec.

6. The date from which a business firm is eligible for assistance from the Office pursuant to paragraph e of section 113 of the Act is given in Schedule A. The said Schedule

also fixes the date on which a business firm must hold a provisional francization certificate.

7. In order to obtain a provisional francization certificate, a business firm must comply with 2 requirements :

(a) complete the “general information required” form obtainable from the Office upon written request and return it to the Office ;

(b) provide a description of the structure and composition of its francization committee using the form supplied by the Office.

8. These forms must be delivered to the Office not sooner than 4 months and not later than 1 month before the provisional certificate requirement date. On the requirement date provided in this Regulation, the Office shall issue a provisional francization certificate for a duration of 3 years to the business firm.

9. A copy of the francization certificate, even provisional, must be posted in each of the establishments of the business firm at a place where it can be read by every person in its employ.

10. Effective from the requirement date of its provisional francization certificate, a business firm must undertake an analysis of its linguistic situation through the use of a form provided for that purpose by the Office. The business firm shall send the duly completed form to the Office.

11. The business firm shall send the Office the analysis of its linguistic situation not later than 1 year after the requirement date of its provisional francization certificate. On that date, it must have completed the negotiation of its francization programme with the Office. Three years after the requirement date of the provisional certificate, it must hold its francization certificate in accordance with section 136 of the Act.

12. The business firm must advise the Office of any change in the structure and composition of its francization committee.

13. During the period of implementation of a francization programme, the Office may require from the business firm a report on the progress achieved.

SCHEDULE A

(ss. 4 and 6)

Class	Sector of economic activity	Number of persons in the employ of the business firm	Date of eligibility for assistance from the Office (Number of months after coming into force of this Regulation) (7 September 1977)	Requirement date of provisional francization certificate. Number of months after coming into force of this Regulation). (7 September 1977)
A	1, 2 and 3	500 and over	4	8
B	4, 5, 6, 7, 8, 9 and 10	500 and over	8	12
C	1	100 to 499	9	13
D	2	100 to 499	15	19
E	3	100 to 499	19	23
F	4	100 to 499	21	25
G	5	100 to 499	23	27
H	6	100 to 499	25	29
I	7	100 to 499	28	32
J	8	100 to 499	32	36
K	9	100 to 499	34	38
L	10	100 to 499	35	39

O.C. 2851-77, (1977) 109 O.G.II, 4621

O.C. 3647-78, (1979) 111 G.O., 177



c. C-11, r.8

Regulation respecting the language of business firms employing from 50 to 99 persons

Charter of the French language
(R.S.Q., c. C-11, ss. 113, par. d, 139 and 152)

1. In this Regulation and for the purposes of Chapter V of Title II of the Act, unless the context indicates otherwise, “business firm” means any natural person, any cooperative, any partnership of natural persons or any artificial person engaged in an agricultural, industrial, commercial or professional activity in Québec.

2. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;

(b) “Office” : the Office de la langue française.

3. This Regulation applies to business firms employing from 50 to 99 persons. Any person who works, either full or part-time, on a permanent, temporary, regular or casual basis, for a salary or commission as well as any member of the board of directors who works full-time for the business firm is considered as a person employed by a business firm.

4. The international organizations designated by the Government pursuant to section 92 of the Act are not considered as business firms in applying this Regulation.

5. The economic activity of a business firm is that from which it principally draws its revenues. In order to establish classes of business firms, economic activities are grouped into 10 sectors :

(1) (a) the retail trade ;

(b) the construction industry ;

(2) (a) transportation and storage ;

(b) accommodation and food services ;

(c) communications ;

(d) paper industries ;

(3) (a) the wholesale trade ;

(b) food and beverage industries ;

(4) (a) financial institutions ;

(b) personal services ;

(c) miscellaneous services ;

(d) insurance ;

(5) (a) insurance agencies and the real estate industry ;

(b) agriculture ;

(c) mines, quarries and oil wells ;

(d) textile industries ;

(6) clothing industries ;

(7) (a) metal fabricating industries ;

(b) primary metal industries ;

(c) forestry ;

(d) services to business management ;

(8) (a) wood industries ;

(b) public utilities ;

(c) amusement and recreation services ;

(d) printing and publishing ;

(e) electrical products industries ;

(9) (a) miscellaneous manufacturing industries ;

(b) chemical industries ;

(c) machinery and transportation equipment industries ;

(d) furniture and fixture industries ;

(10) (a) non-metallic mineral products industries ;

(b) fishing and hunting ;

(c) rubber and plastic products industries ;

(d) petroleum and coal products industries ;

(e) leather industries ;

(f) knitting mills ;

(g) tobacco products industries.

6. According to the sector of economic activity to which they belong, the business firms governed by this Regulation are divided into classes as in Schedule A.

7. The sector of economic activity of a business firm and the number of persons that it employs in Québec are established as at 30 June 1977.

8. All business firms must register with the Office no earlier than 36 months and no later than 34 months before the requirement date for the francization certificate.

9. The Office issues, no earlier than 36 months and no later than 33 months before the requirement date for the francization certificate, an attestation of registration to a registered firm.

10. A business firm must establish a study of its language situation. In the study, which must be submitted to the Office no later than 5 months after the end of the period of issuance of the attestation of registration, the business firm must also determine and provide reasons for any delay that it deems necessary in order to conform with the Act.

11. After examination of the study referred to in section 10, the Office issues a francization certificate to the business firm if it deems that the French language already enjoys the status in the firm that such francization programmes are designed to ensure.

12. After examination of the study referred to in section 10, if the Office deems that the French language does not enjoy the status that such francization programmes are de-

signed to ensure, the business firm must adopt a francization programme and have it approved no later than 12 months after the deadline for submitting the study referred to in section 10. The Office issues a francization certificate to the business firm when it deems that the latter is applying the francization programme.

13. A business firm must hold its francization certificate in accordance with section 136 of the Act as from the requirement date fixed in Schedule A.

14. The Office issues, on the requirement date of the francization certificate, a francization certificate issued provisionnaly, for a period that it establishes, to a business firm that plans to adopt a francization programme, if it shows that it has made the appropriate arrangements and in particular that it has submitted the study referred to in section 10 to the Office.

15. A francization certificate issued provisionnaly replaces a francization certificate for the period of time established by the Office. It is issued to a business firm that is unable to begin, as the case may be, to apply a francization programme approved by the Office within the prescribed time limits.

16. A copy of the francization certificate, even if it has been issued provisionnaly, must be posted up in each of the establishments of the business firm in such a way that all persons employed by it may take cognizance thereof.

17. During the implementation period of a francization programme, the business firm must, every 12 months, provide the Office with a report on the progress achieved.

SCHEDULE A

(ss. 6 and 13)

<i>Class</i>	<i>Sector of economic activity</i>	<i>Registration with the Office</i>	<i>Issuance of attestation of registration by the Office</i>	<i>Deadline for submitting study of language situation</i>	<i>Deadline for having francization programme approved by the Office</i>	<i>Requirement date for francization certificate</i>
M	1, 2, 3, 4, 5	79-12-15 to 80-02-15	79-12-15 to 80-03-15	80-08-15	81-08-15	82-12-15
N	6, 7, 8, 9, 10	80-12-15 to 81-02-15	80-12-15 to 81-03-15	81-08-15	82-08-15	83-12-15

Decision of 01.02.80, (1980) 112 G.O. II, 1097



c. C-11, r.9

Regulation respecting the language of commerce and business

Charter of the French language
(R.S.Q., c. C-11, ss. 51, 52, 54, 58 and 67)

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “signs and posters” : any message of public interest intended for the public and displayed in a public place or in public view ;

(b) “generic element of a firm name” : any part of a firm name that is used to identify a firm in a general way ;

(c) “inscription” : any indication appearing on a product, on its container, on its wrapping or on an article supplied with the product ; and any document supplied with the product, including the directions for use and the warranty certificates ;

(d) “public place” : any place to which the public has access ;

(e) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;

(f) “commercial advertising” : any commercial message intended for the public and displayed in a public place or in public view ; or any other commercial message intended for the public, to promote a good or a service ;

(g) “firm name” : any designation of a firm ;

(h) “specific element of a firm name” : any part of a firm name that is used to clearly distinguish one firm from another.

2. Section 51 of the Act does not apply to inscriptions relating to products intended for a market outside Québec.

3. Section 51 of the Act does not apply to inscriptions relating to toys or games which require the use of a non-French vocabulary for their operation, to the extent that such toys or games are offered in accordance with section 54 of the Act.

4. Section 51 of the Act does not apply to inscriptions on a case measuring at least 8 cubic metres that is used in interprovincial or international transport of merchandise.

5. Section 51 of the Act does not apply to inscriptions relating to a product from outside Québec and offered in Québec, in one of the following cases :

(a) the product has not yet been marketed in Québec and is being exhibited at a convention, fair, exhibition or conference ;

(b) the product is intended for incorporation into a finished product or for use in a manufacturing, processing or repair operation and is not offered for retail sale ;

(c) the product is in very limited use and no equivalent replacement product presented in French exists on the Québec market ;

(d) the inscriptions are engraved, baked, inlaid, welded, riveted or molded in a permanent manner to the product itself, unless those inscriptions concern safety or appear on an elevator, a vending machine, a gasoline pump, a pinball machine or any other similar product permanently installed in a public place. Inscriptions concerning safety must be written in French and appear on the product or be supplied with that product in a permanent way ;

(e) the products are fresh food transported in large quantities and not offered for retail sale in their original wrapping.

6. Section 51 of the Act does not apply to inscriptions appearing on tires.

7. Section 51 of the Act does not apply to inscriptions relating to a publication, book, record, tape, film or any other similar cultural or educational product, to the extent that such inscriptions are written in one or several of the languages of the product if that product is in one or several languages other than French or to the extent that the product has no specific language.

The same applies for inscriptions relating to a show, speech, course, seminar, talk, radio or television broadcast or any similar cultural or educational product.

The same also applies for inscriptions relating to a greeting card, agenda or calendar that is not for advertising purposes.

8. Signs and posters and displayed commercial advertising relating to a publication, book, record, tape, film or any other similar cultural or educational product may be both in French and in one or several of the languages of the product.

Signs and posters and displayed commercial advertising relating to a greeting card, agenda or calendar that is not for advertising purposes may be both in French and in one or several of the languages of the product.

Signs and posters and displayed commercial advertising relating to a show, speech, course, seminar, talk, radio or television broadcast, or any similar cultural or educational activity may be both in French and in one or several of the languages of that activity.

9. Commercial advertising that is not displayed such as catalogues, brochures, folders, and other similar advertising publications and documents relating to a publication, book, record, tape, film or any other similar cultural or educational product may be :

(a) in one or several of the languages of the product to the extent that the product is in one or several languages other than French ; or

(b) both in French and in one or several of the languages of the product ; or

(c) both in French and in one or several other languages where the product has no specific language.

Commercial advertising that is not displayed, as referred to above, relating to a show, speech, course, seminar, talk, radio or television broadcast or any similar cultural or educational activity may be exclusively in one or several of the languages of the activity to the extent that the activity is in one or several languages other than French or both in French and in one or several of the languages of the activity.

10. Section 51 of the Act does not apply to inscriptions appearing on a product or its container if the product comes from outside Québec, is offered in Québec and is to be used for medical, pharmaceutical or scientific purposes, provided the following 2 conditions are met :

(a) the container of the product has a capacity of 10 cubic centimetres or less or 10 millilitres or less, or the content of a weight of 100 grams or less ;

(b) the information appearing in another language on the container of the product appears in French on the wrapping or on a document or article supplied with it.

The same applies for inscriptions appearing on a product, or on its container, that is governed by the first paragraph and that does not meet the condition prescribed in subparagraph *a* of that paragraph, provided the following 3 conditions are met :

(a) the product is not offered for retail sale ;

(b) there is no equivalent replacement product offered in Québec in accordance with the Act and this Regulation ;

(c) the information given in another language on the container of the product appears in French on the wrapping or on a document or article supplied with it.

11. Section 51 of the Act does not apply so long as a force majeure obliges a firm to obtain a product the inscriptions of which are not in conformity with the Act and this Regulation.

12. Section 58 of the Act does not apply to a message that a natural person posts up on his own behalf at a place that he uses exclusively as a private dwelling.

The same applies for any message posted up on the inside or on the outside of a private means of transport, used for non-commercial purposes, belonging to a natural person.

13. Signs and posters and commercial advertising relating to an event intended for an international public or to an event the majority of whose participants come from outside Québec may be both in French and in one or several other languages.

However, in each of these cases, such messages must be directly related to the nature and to the manifest purpose of the event.

14. During a convention, fair, exhibition or conference intended solely for a specialized or limited public, section 58 of the Act does not apply to signs and posters and commercial advertising intended for that public in a place directly related to the activities of the event.

15. Subject to section 9, distribution in a public place of catalogues, brochures, folders and similar advertising publications or documents written in one or several languages other than French is permitted if they are available there in French under no less favourable conditions of accessibility and quality.

The French text of the catalogues, brochures, folders and similar advertising publications or documents that are distributed in a public place must constitute a separate publication.

Catalogues, brochures, folders and similar advertising publications or documents for distribution elsewhere than in a public place may be written both in French and in one or several other languages within the same publication.

Distribution of those catalogues, brochures, folders and similar advertising publications or documents written in one or several languages other than French, elsewhere than in a public place, to a natural person is permitted where that person requests it in writing. Where such written request has been made, it is valid for any similar publication or document from the same firm and remains in effect until its effect is cancelled by another written request from the same natural person.

16. The following may appear exclusively in one or several languages other than French on signs and posters, in commercial advertising and in inscriptions relating to a product as well as in any other document :

(a) the firm name of a firm established exclusively outside Québec ;

(b) a trade mark recognized within the meaning of the Trade Marks Act (R.S.C., 1970, c. T-10) before 26 August 1977 ;

(c) a name of origin, a denomination of a typical product or a speciality with a foreign name, a heraldic motto or any other non-commercial motto ;

(d) a place name, a family name, the name of a personality or character, as well as the distinctive name of a cultural product or the distinctive name of any other product if the latter name was used before 25 July 1979.

17. In any document drawn up in one or several languages other than French, a firm name may appear exclusively in one or several of those languages.

In any document drawn up both in French and in one or several other languages, a firm name may appear both in French and in one or several of those other languages.

18. An expression taken from a language other than French may be used as a specific element in a firm name if that expression is used with a generic element in the French language.

19. Commercial advertising and signs and posters must appear exclusively in French when placed on the inside or on the outside of any means of transport such as vehicles, airplanes, trains or ships if those vehicles, airplanes, trains or ships are ordinarily used to transport passengers or freight in Québec, except for messages concerning safety or health. Those messages may appear both in French and in one or several other languages.

Commercial advertising, signs and posters and firm names may appear both in French and in one or several other languages if placed on the inside or on the outside of any means of transport such as vehicles, airplanes, trains or ships if those vehicles, airplanes, trains or ships are ordinarily used to transport passengers or freight both in Québec and outside Québec.

Commercial advertising, signs and posters and firm names may appear exclusively in one or several languages other than French if placed on the inside or on the outside of any means of transport such as vehicles, airplanes, trains or ships if those vehicles, airplanes, trains or ships are ordinarily used to transport passengers or freight outside Québec.

20. Any inscription, any sign or poster, and any commercial advertising may be presented by pictographs, by figures, by any artificial combination of letters, syllables or figures, or by initials.



c. C-11, r.10

Regulation establishing the procedure of an appeal brought before the Commission d'appel de francisation des entreprises

Charter of the French language
(R.S.Q., c. C-11, ss. 93 and 155)

DIVISION I GENERAL PROVISIONS

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) "appeal" : an appeal from a decision of the Office refusing, cancelling or suspending a francization certificate ;
- (b) "Commission" : the Commission d'appel de francisation des entreprises ;
- (c) "Office" : the Office de la langue française ;
- (d) "party" : any business firm concerned, the Office and the intervenants ;
- (e) "secretary" : the secretary of the Commission.

DIVISION II MOTION

- 2.** An appeal is brought by any business firm concerned by means of a written motion in quadruplicate addressed to the Commission within 60 days of a decision of the Office to refuse, suspend or cancel a francization certificate.
- 3.** The motion must set out the name of the business firm, its address, the date of the decision of the Office as well as the grounds invoked in support of the appeal.
- 4.** A copy of the motion must be sent to the Office by registered or certified mail at the same time that the motion is sent to the Commission.
- 5.** The motion is duly instituted upon its receipt at the offices of the Commission in accordance with section 3 or at the time of its posting by registered or certified mail within the time limit prescribed in section 2.
- 6.** The Office forwards the record respecting the appeal to the Commission within 10 days after receiving the copy prescribed in section 4.

7. A business firm may discontinue its appeal by means of a written notice, transmitted to the secretary by registered or certified mail.

8. Where the Commission receives a motion or a discontinuance, the secretary sends an acknowledgment of receipt to the parties by registered or certified mail.

DIVISION III HEARING

9. The sittings of the Commission are public. The Commission may nevertheless order that they be held *in camera* in the interests of good morals or public order.

10. At least 10 days before the prescribed date, the Commission transmits a notice of hearing to the parties indicating the date, time and place of the hearing.

11. On the date set for the hearing, if none of the parties is prepared to proceed or if the Office alone is prepared, the Commission may either strike the appeal from the roll, adjourn the hearing to a later date or, upon request, dismiss the appeal.

If the appellant alone is prepared, the Commission may adjourn the hearing or permit the appellant to proceed *ex parte*.

12. The Commission may, for cause, grant a postponement or an adjournment of the hearing. The Commission may, by itself, postpone the hearing or adjourn it on conditions that it deems appropriate.

13. Any person concerned may request the Commission to intervene in the appeal. The Commission accepts such intervention if it deems it pertinent to the appeal that has been referred to it.

14. During the hearing, the Commission must permit the parties to be heard.

Each party is entitled to be represented by an advocate. Each party may produce witnesses, examine and cross-examine witnesses, state its arguments and produce pertinent documents.

15. The Commission may order that admissions, objections, addresses and depositions be taken by stenography, stenotypy or by means of a recording.

16. The secretary draws up the minutes of the hearing.

17. Where the Commission takes an appeal under advisement, it may order, on its own initiative or upon the request of a party, that the appeal be reopened for the purposes and in the conditions it shall determine. The secretary must immediately communicate such order to the parties.

DIVISION IV EVIDENCE

18. The Commission is empowered to accept any manner of evidence that it deems to best serve the ends of justice.

DIVISION V DECISION

19. The Commission may uphold or vary any decision brought before it. It may also set aside a decision and render the decision that, in its opinion, should have been rendered by the Office or return the matter to the Office together with any instructions deemed necessary.

20. The Commission renders a reasoned written decision. Such decision forms part of the records of the Commission.

21. The secretary files the original copy of the decision in the register of decisions and places a certified copy of the decision in the record.

The secretary transmits, by registered or certified mail, a certified copy of the decision to the parties and, where applicable, to the intervenants.

DIVISION VI MISCELLANEOUS

22. Any record of the Commission is confidential and may only be consulted with the written permission of the chairman of the Commission.

23. No proceeding instituted pursuant to this Regulation may be considered invalid or be dismissed for a formal defect or an irregularity of procedure.

24. Where a time limit prescribed in this Regulation expires on a day that is not a working day, such time limit is transferred to the nearest working day.

25. A member of the Commission may be challenged, for cause, upon the request of a party.



c. C-11, r.11

Regulation specifying the scope of terms and expressions in section 144 of the Charter of the French language and facilitating the application of the Charter

Charter of the French language
(R.S.Q., c. C-11, s. 93)

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “agreement” : a special agreement within the meaning of section 144 of the Act ;
- (b) “Act” : the Charter of the French language ;
- (c) “Office” : the Office de la langue française.

2. In section 144 of the Act, the term “recognize”, in the second last line, means, as the case may be, one of the following actions :

- (a) to adopt criteria by which the Office determines if a head office should be recognized as being eligible for an agreement ;
- (b) to determine the conditions required in order that head offices may avail themselves of an agreement.

3. In section 144 of the Act, the expression “special agreements”, in the second line, means the agreements negotiated between the Office and a business firm for the purpose of authorizing the use of a language other than French as the working language of the head office of that business firm and including provisions respecting the following points :

- (a) the use of French within Québec for communication with clients, suppliers and the public as well as shareholders and those holding other stock or bond certificates ;
- (b) the use of French in communications with the management and the personnel of branches of the business firm in Québec ;
- (c) the use of French for communication relating to contractual links between the business firm and employees of the head office ;
- (d) the use of French on inside signs and posters in areas where head office personnel work ;

- (e) the increase at all levels in the number of persons having a good knowledge of the French language ;
- (f) the progressive use of French terminology ;
- (g) the adoption of a hiring, promotion and transfer policy suited to the use of French ;
- (h) the reasons for the amendment, suspension of cancelling of the agreement.



c. C-11, r.12

Regulation respecting the procedure for the issue, suspension or cancellation of the francization certificate of business firms employing from 50 to 99 persons

Charter of the French language
(R.S.Q., c. C-11, ss. 113, par. *d* and 152)

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “business firm” : a business firm governed by the Regulation respecting the language of business firms employing from 50 to 99 persons (c. C-11, r.8) ;
- (b) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;
- (c) “Office” : the Office de la langue française ;
- (d) “Regulation” : the Regulation respecting the language of business firms employing from 50 to 99 persons.

2. A business firm registers with the Office in accordance with section 8 of the Regulation and provides the following general information :

- (a) the firm name of the business firm, the number of its employees in Québec on 30 June 1977 and on the date of its registration, the address of its head office or that of its main place of business in Québec and the nature of its activities ;
- (b) the firm name of the parent company of the business firm and the address of its head office, where applicable ;
- (c) the firm name, the address of the head office, the type of activities of its subsidiaries and the number of persons employed by the latter, where applicable ;
- (d) the information provided for in subparagraph *c* respecting other business firms that are artificial persons, in which the shareholders hold shares, and with which the business firm deals with continuously in important transactions, where applicable ;
- (e) the identification of the places of business of the business firm in Québec and the number of its places of business outside Québec, where applicable ;

(f) the identification of franchises obtained or granted by the business firm, where applicable ;

(g) the name of the person responsible for the francization of the business firm ;

(h) the names, addresses and duties of the directors, where a company is concerned, or of the managers, in other cases ;

(i) a summary evaluation of the degree to which French is used by the business firm in written communications with its employees in Québec, in internal signs and posters, in its relations with its customers and suppliers and in advertising and documents intended for its customers.

A form is available for that purpose. The exactness of the information must be attested by the signature of the person responsible for the francization of the business firm.

3. The business firm establishes the study of its linguistic situation provided for in section 10 of the Regulation indicating the current use of French at all levels referred to in section 141 of the Act, and indicating the measures and time periods that it deems necessary for generalizing the use of French at all those levels, where applicable.

A form is available for that purpose. The study must be attested by the signature of the person responsible for the francization of the business firm.

4. Before deciding to refuse issuance of a francization certificate, to suspend or to cancel such certificate, even a certificate applied for or held as a provisional certificate, the Office must provide the business firm with an opportunity to explain its situation. For that purpose, the Office sends a notice to the business firm indicating the conditions it fails to satisfy in order to obtain or continue to hold a certificate, and outlining the procedure the business firm must follow to explain its situation.

5. In the cases provided for in section 4, the Office also sends to the business firm a notice intended for its employees and informing them of the situation and of the possibility of presenting their observations. Within 2 days of receiving the notice, the business firm must communicate the notice to its employees either by giving each employee a copy thereof, or by posting the notice for 3 working days in each of its places of business.

6. No later than 15 days after receipt of the notice provided for in section 5, a director or manager of a business firm must send to the Office an attestation signed by him, declaring that the notice was communicated in accordance with the section 5, and specifying the date on which the notice was communicated.

7. To explain its situation to the Office, a business firm may either present its explanations in writing or be heard at a sitting of the Office. The business firm communicates its choice to the Office within 15 days of receiving the notice provided for in section 4.

A business firm that chooses to present its explanations in writing must communicate them to the Office within 30 days of receiving the notice provided for in section 4.

8. Any person concerned may send to the Office his written observations respecting the situation of the business firm within 30 days of receipt by the latter of the notice provided for in section 5.

9. If a business firm does not apply to be heard at a sitting of the Office, the latter studies the written explanations and observations received within the time limits and renders its decision.

10. If a business firm applies to be heard at a sitting of the Office, the latter sends a notice indicating the date, hour and place of the sitting at least 7 days before the date set for that purpose. A notice is also sent to the persons who have sent written observations to the Office within the prescribed time limit.

11. The Office may postpone a sitting, upon application or on its own. However, the decision to postpone is made by the president or, in his absence, by the vice-president, where an application for postponement may not be made to the Office at the proper time.

12. If a business firm, without obtaining a postponement, fails to attend a sitting on the day set, the Office may render its decision or postpone the sitting.

13. The decisions of the Office must be in writing with the reasons on which they are founded. They are communicated to the business firm concerned and, where applicable, to the persons who sent their written observations.

14. Where a time period expires on a day when the offices of the Office are not open, the period is extended to the next working day.



c. C-11, r.13

Regulation respecting the procedure for the issue, suspension or cancellation of the francization certificate of business firms employing 100 or more persons

Charter of the French language

(R.S.Q., c. C-11, ss. 113, par. *d* and 152)

1. In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “business firm” : a business firm governed by the Regulation respecting the language of business firms (c. C-11, r. 7) ;

(b) “Act” : the Charter of the French language (R.S.Q., c. C-11) ;

(c) “Office” : the Office de la langue française ;

(d) “Regulation” : the Regulation respecting the language of business firms.

2. To obtain a provisional francization certificate in accordance with the Regulation, a business firm must provide the following general information :

(a) the firm name of the business firm, the number of its employees in Quebec on 30 June 1977 and on the date on which the information is provided, the address of its head office or of its main place of business in Québec, the nature and extent of its activities in Québec on 30 June 1977 ;

(b) the firm name of the parent company of the business firm and the address of its head office, where applicable ;

(c) the firm name, the address of the head office, and the type of activities of its subsidiaries in Québec and outside Québec, and the number of persons employed by the latter, where applicable ;

(d) the address and type of activities of its places of business in Québec and the number of persons employed by each of the latter, where applicable ;

(e) the name, address and duties of the directors, where a company is concerned, or of the managers, in other cases ;

(f) the names, duties on the committee and within the business firm and the addresses of the members of the business firm’s francization committee ;

(g) the name of the person mandated by the business firm to provide the information and that of the chairman of the francization committee ;

(h) a summary evaluation of the degree to which French is used by the business firm in written communications with its employees in Québec, in its relations with its customers in Québec, in advertising and documents intended for consumers.

A form is available for that purpose. The exactness of the information provided must be attested by the signatures of the person mandated by the business firm and of the chairman of the francization committee.

3. The business firm must analyse its language situation in accordance with section 10 of the Regulation using the forms provided for that purpose by the Office pursuant to section 149 of the Act. The forms must be signed by each member of the francization committee.

4. Before deciding to refuse issuance of a francization certificate, even a provisional francization certificate, to suspend or to cancel such certificate, the Office must provide the business firm with an opportunity to explain its situation. The Office must also send a notice to the business firm indicating the conditions it fails to satisfy to obtain or to continue to hold a certificate, and outlining the procedure it must follow to explain its situation.

5. In the cases provided for in section 4, the Office also sends a notice to the members of the francization committee who represent the workers of the business firm. The notice informs them of the situation and of the possibility to present observations.

6. To explain its situation to the Office, the business firm may either present its explanations in writing or be heard at a sitting of the Office. The business firm communicates its choice to the Office within 15 days of receiving the notice provided for in section 4.

A business firm that chooses to present its explanations in writing must communicate them to the Office within 30 days of receiving the notice provided for in section 4.

7. Any person concerned may send the Office his written observations respecting the situation of the business firm

within 30 days after the members of the francization committee receive the notice provided for in section 5.

8. If the business firm does not apply to be heard at a sitting of the Office, the latter studies the written explanations and observations received within the time limits and renders its decision.

9. If the business firm applies to be heard at a sitting of the Office, the latter gives it a notice indicating the date, hour and place of the sitting at least 7 days before the date set for that purpose. A notice is also sent to the persons who have sent their written observations to the Office within the prescribed time limit.

10. The Office may postpone the sitting, upon application or on its own. However, the decision to postpone is made by the president or, in his absence, by the vice-president where an application for postponement may not be made to the Office at the proper time.

11. If the business firm that was not granted a postponement does not attend the sitting on the day set, the Office may render its decision or postpone the sitting.

12. The decisions of the Office must be in writing with the reasons on which they are founded. They are communicated to the business firm concerned and, where applicable, to the persons who sent their written observations.

13. Where a time period expires on a day when the offices of the Office are not open, the period is extended to the next working day.



c. C-15, r.1

Regulation respecting the business of the Bureau and general meetings of the Ordre des chimistes du Québec

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, ss. 93 and 94)

DIVISION I GENERAL PROVISIONS

1.01. In the Regulation, unless the context indicates otherwise, the following words mean :

- (a) "Order" : the Ordre des chimistes du Québec ;
- (b) "secretary" : the secretary of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II GENERAL MEETINGS

2.01. The general meetings shall be held on the date and at the place and hour determined by the Bureau.

2.02. The quorum for a general meeting is fixed at 40 members who have the right to vote.

2.03. Where the quorum is not reached at a general meeting, the secretary shall draw up the minutes to that effect and shall convene another general meeting at which may be discussed only the items on the agenda of the first meeting.

2.04. The decisions shall be taken by majority vote of the members present. In the case of a tie-vote, the chairman of the meeting shall have a second vote which is a casting vote.

2.05. Except with the consent of the meeting, a motion on a matter which is not on the agenda must be sent in writing to the head office of the Order, for the secretary's attention, at least 15 days before the holding of a meeting.

Notwithstanding the first paragraph, a motion to determine the mode of election of the president must appear on the agenda.

2.06. The membership card issued annually shall constitute proof that a member may vote at a general meeting. A member may not vote by proxy.

DIVISION III BUREAU

3.01. The administrative committee shall fix the date, place and hour of the meetings of the Bureau. However, a meeting may be held within 30 days of the counting of the votes of an election to the Bureau.

3.02. At such meeting, the elected members of the Bureau shall elect a president where the general meeting decides that the latter is elected by general vote of the directors. The members of the Bureau shall also designate a vice-president — administration, a vice-president — public relations, and a vice-president — finance who become members of the administrative committee, and appoint a secretary, treasurer and a registrar.

3.03. The secretary must mail to all the directors at least 14 days before a meeting of the Bureau, a written notice indicating the place, date and hour of such meeting. The agenda shall be sent at least 7 days before the meeting.

3.04. Upon the written request of the president or 5 members of the Bureau, a special meeting of the Bureau shall be convened by the secretary provided that :

(a) all the directors are notified by telegram or telephone at least 48 hours before the meeting of the hour, date and place of the meeting and of the agenda ; and

(b) all the directors absent from the meeting acknowledge that they had been convened in accordance with subparagraph a.

Only the matters for which it was convened may be discussed at a special meeting.

3.05. Notwithstanding sections 3.03 and 3.04, a meeting of the Bureau shall be deemed to be regularly held if all the directors are present and waive the notice of convocation.

3.06. In the absence of the president, the Bureau designate one of the vice-presidents or one of its members to preside over the meeting.

3.07. When a meeting of the Bureau is adjourned by the president or his replacement for lack of quorum, the hour of adjournment and the names of the directors then present shall be entered in the minutes.

3.08. The vote shall be taken by show of hands unless 2 directors request a secret ballot. In such case, the vote is held without there being any discussion relative to the secret nature of the vote.

3.09. The secretary shall act as secretary of the Bureau but shall not have the right to vote.

DIVISION IV AFFIRMATION OF DISCRETION

4.01. At the first meeting of the Bureau following the taking of office of a director, the first matter on the agenda must be the swearing in of the new director. The latter must make the affirmation of discretion prescribed in Schedule 1.

DIVISION V ADMINISTRATIVE COMMITTEE

5.01. The president shall fix the date, place, and hour of the meetings of the administrative committee.

5.02. The secretary must mail to all the members of the administrative committee, at least 3 days before a meeting of that committee, a written notice indicating the place, date and hour of such meeting.

5.03. A special meeting shall be convened by the secretary upon the written request of the president or 2 members of the administrative committee provided that :

(a) all the members of the administrative committee are notified by telegram or telephone at least 24 hours before the meeting of the date, hour and place and of the agenda ; and

(b) all the members of the administrative committee absent from the meeting acknowledge that they had been convened in accordance with subparagraph a.

Only the matters for which it was convened may be discussed at a special meeting.

5.04. Notwithstanding sections 5.02 and 5.03, a meeting of the administrative committee shall be deemed to be regularly held if all the members are present and waive the

notice of convocation or if all the directors are called to a telephone conference and waive the notice of convocation.

5.05. In the absence of the president of the Order, one of the members of the committee shall preside over the meeting.

5.06. The decisions shall be taken by majority vote of the members present ; in the case of a tie-vote, the chairman of the meeting shall have a second vote which is a casting vote.

5.07. The secretary shall act as secretary of the administrative committee but shall not have the right to vote.

DIVISION VI SEALS

6.01. The seal of the Order is that imprinted on the copy of this Regulation kept by the secretary.

6.02. The secretary shall have custody of the seal of the Order.

6.03. Each member may have his own seal and affix it on any document respecting his practice of chemistry. This seal must indicate only his name, permit number and the words "chimiste, Québec" or "chimiste, chemist Québec".

6.04. The seal prescribed in section 6.03 may be obtained through the Bureau at the applicant's expense. This seal shall remain the property of the Order and in case of striking off the roll it must be returned within 8 days of a written request from the secretary to that effect.

DIVISION VII CERTIFICATE OF ENTRY ON THE ROLL OF THE ORDER

7.01. The permit issued by the Bureau must be signed by the president and the registrar and the seal of the Order must be affixed thereon. The name of the member and his permit number must appear thereon.

7.02. In the case of revocation, the permit must be returned to the Order within 8 days of a written request from the secretary to that effect.

DIVISION VIII
MISCELLANEOUS PROVISIONS

8.01. Subject to the Professional Code (R.S.Q., c. C-26), the matters of procedure which are not prescribed in this Regulation shall be governed *mutatis mutandis* by the rules contained in the latest French edition of Victor Morin's volume, *Procédure des assemblées délibérantes*.

SCHEDULE 1

(s.4.01)

AFFIRMATION OF DISCRETION

I, the undersigned, residing
in the city of and
acting in my capacity as a director of the Ordre des chimistes du Québec for the
region since

I solemnly affirm that I will not reveal or make known without being authorized therefor by law or the Bureau any confidential matter which may come to my attention in the performance of my duties.

Signed

This declaration has been made
before me
Commissioner for oaths
on

.
Commissioner for oaths



c. C-15, r.2

Code of ethics of chemists

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 87)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) "Order" : the Ordre des chimistes du Québec ;
- (b) "chemist" : whosoever is entered on the roll of the Order ;
- (c) "client" : the person who requires or benefits from the professional services of a chemist, including an employer.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

2.01. The chemist must support every measure likely to improve the quality and availability of professional services in the field in which he practises.

2.02. In the practice of his profession, the chemist shall bear in mind the general effect his work may have on the life, health or property of any person and on the quality of the environment. For such purpose, he must, in particular, notify his client of such consequences in relation to the mandate given him and, where applicable, suggest more adequate means for carrying out such mandate.

2.03. The chemist must, where he considers that the work endangers public safety, notify the responsible persons thereof and make the recommendations he deems appropriate. He must also notify the Order if adequate safeguards are not taken.

2.04. The chemist must promote measures of education and information in the field in which he practises. He

must also, in the practice of his profession, perform the necessary acts to ensure such education and information.

2.05. The chemist must seek to possess an adequate knowledge of existing scientific techniques and their advantages and inconveniences in the field of activities in which he practises.

DIVISION III DUTIES AND OBLIGATIONS TOWARDS CLIENTS

§1. General provisions

3.01.01. Before accepting a mandate, the chemist must take into consideration the extent of his aptitudes, proficiency and the means at his disposal.

3.01.02. In any matter relating to his field of activities, the chemist must at all times recognize the right of the client to consult another chemist.

3.01.03. The chemist must not practise under conditions or in situations likely to impair the quality of his services.

3.01.04. The chemist must endeavour to establish a relationship of mutual confidence between the client and himself. To that end, he must, in particular :

- (a) refrain from practising his profession in an impersonal manner ;
- (b) give his interviews in such a way as to respect his client's scale of values and personal convictions, taking into account, however, the responsibilities which are his, particularly the protection of the public.

3.01.05. The chemist must refrain from intervening in the personal affairs of his client on subjects which are not under the generally acknowledged competence of the profession.

§2. Integrity

3.02.01. A chemist must carry out his professional duties with integrity and intellectual honesty.

3.02.02. The chemist must avoid any misrepresentation with respect to his level of competence or to the effi-

ciency of his own services and of those generally provided by the members of his profession. If the good of the client so requires, he must, with the latter's authorization, consult a colleague or another competent person.

3.02.03. The chemist must inform his client as soon as possible of the extent and terms and conditions of the mandate entrusted to him by the latter and obtain his agreement in this respect.

3.02.04. A chemist must not express opinions or give advice that is contradictory or incomplete. To that end, he must try to know all the facts before expressing an opinion or giving advice.

3.02.05. A chemist must not carry out or contribute to the carrying out of an illegal or fraudulent act likely to benefit his client.

3.02.06. A chemist who is called upon as an expert witness shall give his opinion only when it is based on sufficient knowledge.

§3. Availability and diligence

3.03.01. In the practice of his profession, the chemist must display reasonable availability and diligence.

3.03.02. In addition to opinion and advice, the chemist must furnish his client with any explanation necessary to the understanding and appreciation of the services he provides him.

3.03.03. A chemist must be diligent in giving an accounting to his client when so requested by the latter.

3.03.04. Unless he has just and reasonable grounds to the contrary, a chemist shall not cease to act for the account of a client. The following shall, in particular, constitute just and reasonable grounds :

- (a) loss of the client's confidence ;
- (b) the fact that the chemist is placed in a situation of conflict of interest or in a context whereby his professional independence could be called in question ;
- (c) inducement by the client to perform illegal, unfair or fraudulent acts ;
- (d) lack of cooperation on the part of the client which renders the chemist's work difficult or impossible to carry out.

3.03.05. Before he ceases to exercise his functions, the chemist must ensure that such termination of service is not seriously prejudicial to his client.

§4. Liability

3.04.01. The chemist must, in the practice of his profession, fully commit his personal civil liability.

3.04.02. The chemist must sign every report or document he prepares himself or for which he is responsible. However, the chemist may put his initials on every report or document for which he is responsible if his name is also legibly entered on such report or document.

3.04.03. Notwithstanding section 3.04.02, the chemist may permit, where the circumstance so requires, that the results of the work for which he is responsible be forwarded without his signature or initials to third parties, he designates. In such case, the chemist must, however, sign or initial the results thus forwarded on the first reasonable occasion, in accordance with section 3.04.02.

§5. Independence and impartiality

3.05.01. A chemist must subordinate his personal interests to that of his client.

3.05.02. A chemist must ignore any intervention by a third party which could influence the performance of his professional duties to the prejudice of his client.

3.05.03. A chemist safeguard his professional independence at all times and avoid any situation which would put him in conflict of interest. Without restricting the generality of the foregoing, a chemist is :

- (a) in conflict of interest when the interests concerned are such that he may be influenced to favour certain of them to those of his client or whereby his judgment and loyalty towards the latter could be unfavourably affected ;
- (b) no longer an independent adviser in respect of a given act if he finds a personal advantage, direct or indirect, real or possible, therein.

3.05.04. As soon as ascertains that he is in a situation of conflict of interest, the chemist must notify his client thereof.

3.05.05. A chemist may share his fees with a colleague only to the extent that such sharing corresponds to a distribution of services and responsibilities.

3.05.06. Save for the remuneration to which he is entitled, a chemist shall refrain from paying or receiving any benefit, rebate or commission related to the practice of his profession.

3.05.07. For a given service, the chemist must only accept fees from a single source, unless explicitly agreed otherwise by all the parties concerned. He shall accept payment of these fees only from his client or the latter's representative.

3.05.08. The chemist shall generally act in the same matter for only one of the parties in question. If his professional duties require that he act otherwise, the chemist must specify the nature of his responsibilities and must keep all the interested parties informed that he will cease to act if the situation becomes irreconcilable with his duty of impartiality.

§6. Professional secrecy

3.06.01. A chemist must respect the secrecy of all confidential information obtained in the practice of his profession.

3.06.02. The chemist shall be released from professional secrecy only with the authorization of his client or whenever so ordered by law.

3.06.03. When a chemist asks a client to give him confidential information or when he allows such information to be given to him, he must ensure that the client is fully aware of the purpose of the interview and of the various uses to which such information can be put.

3.06.04. A chemist must not disclose that a person has requested his services when such fact is likely to be detrimental to that person.

3.06.05. A chemist must avoid indiscreet conversations concerning a client and the services rendered him.

3.06.06. A chemist shall not make use of confidential information to the prejudice of a client or with a view to obtaining, directly or indirectly, a benefit for himself or for another person.

3.06.07. A chemist must see to it that his employees do not communicate confidential information to others which may have come to their attention in the performance of their duties.

§7. Accessibility of records

3.07.01. A chemist must respect the right of his client to consult the documents which concern him in any record he has made in the latter's regard and to obtain a copy of such documents.

However, when the services of a chemist are required in response to a request by a member of a professional corporation, the chemist shall allow the client concerned to consult the documents in the record which concern him only with the authorization of the professional who so requested his services.

§8. Determination and payment of fees

3.08.01. A chemist must charge and accept fair and reasonable fees.

3.08.02. Fees are fair and reasonable if they are warranted by the circumstances and proportionate to the services rendered. The chemist must, in particular, take into account the following factors when fixing his fees :

- (a) his experience ;
- (b) the time given to the carrying out of the professional service ;
- (c) the difficulty and magnitude of the service ;
- (d) the performance of unusual services or services requiring exceptional competence or celerity.

3.08.03. In the carrying out of a mandate, the chemist must, when he has the choice as to means, suggest to his client the least onerous method without, however, sacrificing the quality of the service to be rendered.

3.08.04. A chemist must provide his client with all the explanations required for the understanding of his statement of fees and for the terms and conditions of payment.

3.08.05. A chemist must refrain from demanding advance payment for his services ; he must, on the other hand, notify his client of the approximate cost of his services.

3.08.06. The chemist may collect interest on outstanding accounts only after having duly notified his client

thereof. The interest so charged must be at a reasonable rate.

3.08.07. Before having recourse to legal proceedings, a chemist must have exhausted all other means at his disposal for obtaining payment of his fees.

3.08.08. A chemist must not sell his accounts, except to a colleague.

DIVISION IV DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

§1. Derogatory acts

4.01.01. In addition to those referred to in sections 57 and 58 of the Professional Code (R.S.Q., c. C-26), the following acts are derogatory to the dignity of the profession :

(a) pressing or repeated inducement to make use of his professional services ;

(b) communicating with the plaintiff without the written and prior permission of the syndic or of his assistant when informed of an inquiry into his professional conduct or competence or when a complaint is served on him ;

(c) contributing to the illegal practice of chemistry, especially by collaborating with persons struck off the roll of the Order ;

(d) false certification of a method or process ;

(e) appropriating, directly or indirectly, dangerous chemical substances, controlled drugs or narcotics with the intention of using them for purposes other than the practice of his professional activities.

§2. Relations with the Order

4.02.01. A chemist whose participation in a council for the arbitration of accounts, a committee on discipline or a professional inspection committee is requested by the Order must accept that duty unless he has exceptional grounds for refusing.

4.02.02. A chemist must answer promptly all requests for information or any correspondence addressed to him by the syndic, one of his assistants, investigators or members of the professional inspection committee.

§3. Relations with colleagues

4.03.01. A chemist must not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him.

4.03.02. A chemist consulted by a colleague must provide the latter with his opinion and recommendations as soon as possible.

4.03.03. A chemist called upon to collaborate with a colleague must maintain his professional independence. If he is given a task contrary to his conscience or principles, he may ask to be excused from doing it.

§4. Contribution to the advancement of the profession

4.04.01. A chemist must, as far as he is able, contribute to the development of his profession by sharing his knowledge and experience with his colleagues and students, and by his participation in courses and continuing training periods.



c. C-15, r.3

Regulation respecting the records of a chemist who ceases to practise

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 91)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : Ordre des chimistes du Québec ;
- (b) “chemist” : whoever is entered on the roll of the Order ;
- (c) “secretary” : the secretary of the Order ;
- (d) “records” : the records, books and registers that a chemist must keep in the practice of his profession ;
- (e) “transferee” : the chemist to whom the records of another chemist are transferred upon the latter’s permanent cessation of practice ;
- (f) “provisional custodian” : the chemist to whom the records of another chemist are entrusted during the latter’s temporary cessation of practice.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. Nothing in this Regulation shall be construed as excluding the use of data processing or any other technique for the preservation of records.

1.04. Where a chemist is a partner in or an employee of a partnership of chemists or an employee of a natural or artificial person, this Regulation shall not apply to the records of such partnership or employer that are used by that chemist in the practice of his profession. This Regulation shall, however, apply when all the members of a partnership of chemists cease to practise.

1.05. An agreement respecting the transfer or provisional custody of the records of a chemist who ceases to

practise must be certified in writing and sent to the secretary.

DIVISION II PERMANENT CESSATION OF PRACTICE

2.01. Subject to sections 2.02 and 2.03, when a chemist permanently ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

- (a) if he has found a transferee, notify the secretary by registered or certified mail of the date on which he will cease to practise his profession and give him the name, address and telephone number of the said transferee ; or
- (b) if he is unable to find a transferee, inform the secretary thereof by registered or certified mail and advise him that he will give him custody of his records on the date fixed for the cessation of practice.

2.02. Where a chemist ceases to practise his profession because he has been permanently struck off the roll, the secretary must ensure that the chemist who is struck off find a transferee within 60 days of the final decision regarding the striking off.

If a transferee has not been found upon the expiry of that period, the records of the chemist who has been struck off shall be entrusted to the secretary.

2.03. Upon the death of a chemist, the secretary must, as soon as he is notified thereof, ensure that the assigns of that chemist find a transferee as quickly as possible.

2.04. Within 30 days following the date on which he takes possession of the records of a chemist who permanently ceases to practise, the transferee or the secretary, as the case may be, must :

- (a) notify, in writing, the clients of that chemist :
 - i. that the latter’s records are in his possession ;
 - ii. of his address, telephone number and office hours ;and
- iii. of their right to consult another chemist ;
- (b) cause to be published twice, at an interval of 10 days, in at least 1 French language daily newspaper and, where applicable, in at least 1 English language daily newspaper circulated in the region in which that chemist practised his profession, an advertisement indicating his

address, telephone number and office hours and specifying that he is in possession of that chemist's records.

The transferee must send the secretary a copy of the advertisement contemplated in subparagraph *b* of the first paragraph.

2.05. The transferee or the secretary, as the case may be, must respect the right of a person to consult the documents concerning him in any record made in his regard and to obtain copies of such documents. The fees for obtaining such copies shall be paid by the person who makes the request.

2.06. Where the secretary has custody of the records of a chemist who has permanently ceased to practise his profession, he may at any time, after consulting that chemist, entrust the records to a transferee.

2.07. While he has custody of the records of a chemist who has permanently ceased to practise his profession, the secretary must take the necessary steps to ensure that the interests of the clients of that chemist are properly safeguarded.

2.08. Subject to section 2.06, the secretary must retain the records he receives pursuant to this Division for a minimum of 5 years.

DIVISION III TEMPORARY CESSATION OF PRACTICE

3.01. Subject to section 3.02, where a chemist temporarily ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a provisional custodian, notify the secretary by registered or certified mail of the date on which he will temporarily cease to practise his profession and the date on which he intends to resume practising his profession, together with the name, address and telephone number of the provisional custodian ; or

(b) if he has not found a provisional custodian, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of the records on the date fixed for the cessation of his practice.

3.02. Where a chemist ceases to practise his profession because of being temporarily struck off the roll, the secretary must ensure that the chemist who is struck off find a provisional custodian within 15 days of the expiry of the time allowed for appeal or final decision regarding the striking off.

If a provisional custodian has not been found upon the expiry of that period, the records of the chemist who is struck off shall be entrusted to the secretary.

3.03. The provisional custodian of a chemist's records must provide the clients of that chemist with the pertinent information concerning the progress of their records, keep such records up to date, and take the necessary steps to ensure that the interests of those particular clients are properly safeguarded.

3.04. Section 2.04 applies *mutatis mutandis* to this Division except in the case where a chemist ceases to practise as a result of being temporarily struck off for less than 6 months.

3.05. Sections 2.05 to 2.07 apply *mutatis mutandis* to this Division.

3.06. The secretary or provisional custodian, as the case may be, must return the records to the chemist immediately upon termination of the period of temporary cessation of practice.

3.07. A chemist who no longer wishes to resume practising his profession during or after the expiry of the period when he has temporarily ceased to practise must comply with Division II.



c. C-15, r.4

Regulation respecting membership, admission and the committee of examiners of the Ordre des chimistes du Québec

Professional Chemists Act
(R.S.Q., c. C-15, s. 6)

Professional Code
(R.S.Q., c. C-26)

DIVISION I MEMBERSHIP

- 1.** The Bureau shall admit as a member any person who meets the requirements of subsections 1 and 3 of section 10 of the Professional Chemists Act (R.S.Q., c. C-15).
- 2.** The Bureau shall admit as a member in training any person who meets the requirements of subsection 4 of section 10 of the Act.
- 3.** Members in training may assume the title "Professional chemist in training", but may not vote nor be elected to the Bureau nor hold any office. They may practise only under the supervision of a professional chemist.

DIVISION II ADMISSION FEE

- 4.** The admission fee shall be 25 \$.

DIVISION III COMMITTEE OF EXAMINERS

- 5.** The committee of examiners is appointed annually by the Bureau. It shall consist of 5 members of whom not less than 3 shall be appointed upon the approval of universities in Québec. The Bureau shall elect a chairman from its members.
- 6.** The committee shall scrutinize all degrees, diplomas, certificates and other credentials presented in evidence for the purpose of obtaining membership in the Order, and may require the holder of such credentials to attest by oath or statutory declaration any matter involved in his application.

7. The committee shall conduct all examinations or inquiries in English or French, at the option of the candidate.

8. The committee shall hold examinations for candidates seeking membership, at such times and places in Québec as may be directed by the Bureau.

9. The schedule of fees for examinations shall be as may be fixed from time to time by the Bureau.

10. The standard of examinations set by the Bureau shall be not lower than that of those set by universities in Québec for the granting of general degrees in pure or applied science with chemistry as a principal subject.

11. Copies of examinations set and answers thereto, together with the reports of the examiners and the marks awarded by them in each subject to each candidate, shall be kept on file by the secretary for a period of 2 years.

12. The committee may accept the results of examinations conducted by other professional associations recognized by the Bureau as having standards equivalent to those of the Order.

13. This Regulation remains in force until 1 January, 1984.



c. C-15, r.5

Regulation respecting terms and conditions for election to the Bureau of the Ordre des chimistes du Québec

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 95)

DIVISION I DEFINITIONS AND INTERPRETATION

1.01. In this Regulation, the word “region” means one of the regions within the meaning of the Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des chimistes du Québec (c. C-15, r.10)

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II TERM OF OFFICE

2.01. The directors shall be elected for a term of 3 years.

2.02. The president shall be elected for a term of one year.

DIVISION III ELECTION PROCEDURE

3.01. Between the 45th and the 60th day preceding the date of the closing of the poll, the secretary shall send to each member of the Order a list of the members of the region in which he principally practises his profession together with a nomination paper.

3.02. The latest hour of receipt of the nomination papers on the last day on which they may be received by the secretary shall be fixed at 18 h.

3.03. A member may not sign more nomination papers than there are offices of director to be filled in his region. A signature appearing on a number of nomination

papers in excess of the number of offices to be filled shall be struck off all nomination papers.

3.04. Upon receipt of a nomination paper duly completed, the secretary shall give the candidate an official receipt or send it to him by mail. This receipt shall attest to the validity of the nomination paper.

3.05. At least 15 days prior to the date fixed for the closing of the poll, the secretary shall send to each member, in addition to the documents prescribed in section 69 of the Professional Code (R.S.Q., c. C-26), a brief *curriculum vitae* of each candidate indicating in particular his age, the date of his admission and, where applicable, his principal activities within the Order.

3.06. The ballot-paper certified and sent by the secretary must contain :

- (a) the name and graphic sign of the Order ;
- (b) the year of the election ;
- (c) the identification of the region ;
- (d) the names in alphabetical order of the candidates for the office of director in the region in which the member principally practises his profession ;
- (e) the number of seats to be filled in the region ;
- (f) the date and hour of the closing of the poll.

3.07. Every ballot-paper shall be void :

- (a) on which the voter cast his vote other than by a cross ;
- (b) which contains more crosses than the number of directors to be elected in the region ;
- (c) which is not certified by the secretary ;
- (d) which is not in the form prescribed in section 3.06 ;
- (e) which is not returned in the envelope provided by the secretary and on which the word “ELECTION” is written ;
- (f) which is received at the corporate seat of the Order after the date and hour of closing of the poll.

3.08. A member may obtain a new ballot-paper from the secretary if the ballot-paper sent to him is lost or unusable, provided such member makes a solemn declaration

in writing certifying that his ballot-paper is lost or unusable.

3.09. The decision of the secretary with respect to the validity of the ballot-paper is final.

3.10. The closing of the poll is fixed for the last Thursday of March at 18 h.

3.11. The scrutineers are appointed from among the members of the Order. The Bureau may also appoint substitute scrutineers to replace a scrutineer who is unable to act on the day of the counting of the votes.

3.12. The secretary shall draw up a detailed report of the result of the vote which shall be countersigned by the 5 scrutineers. He shall forward a copy of such report to each candidate.

3.13. Where, during the election period, the secretary is unable to act for any reason deemed sufficient by the Bureau, the latter shall designate a member of the Order to replace the secretary. The person thus designated shall assume, for the purposes of the election, all the rights and obligations of the secretary for whom he is substituting.

3.14. Where the president is elected by a general vote, the applicable provisions of this Regulation shall apply to his election *mutatis mutandis*.

DIVISION IV TRANSITIONAL PROVISIONS

4.01. The number of offices to be filled for each region shall vary each year, having regard to the total number of offices to be filled and the terms of office due to expire.

4.02. At the 1975 election, the following number of directors shall be elected in the regions listed below :

- (a) Eastern region : 1 director ;
- (b) Central region : 1 director ;
- (c) Western region : 3 directors.

4.03. At the election of March 1976, the following number of directors shall be elected in the regions listed below :

- (a) Eastern region : 1 director ;
- (b) Western region : 3 directors.

4.04. At the election of March 1977, the following number of directors shall be elected in the regions listed below :

- (a) Eastern region : 1 director ;
- (b) Central region : 1 director ;
- (c) Western region : 2 directors.



c. C-15, r.6

Regulation respecting the procedure for conciliation and arbitration of accounts of chemists

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 88)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des chimistes du Québec ;
- (b) “secretary” : the secretary of the Order ;
- (c) “chemist” : the member of the Order whose account is the subject of a dispute with a client ;
- (d) “council” : the council for the arbitration of accounts constituted under Division III ;
- (e) “syndic” : the syndic, assistant syndic or one of the corresponding syndics of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II CONCILIATION

2.01. The syndic must send a copy of this Regulation to every person who so requests.

2.02. A client who has a dispute with a member of the Order with respect to the amount of an account for professional services must, before seeking arbitration, apply for conciliation by the syndic in sending him by registered or certified mail the form in Schedule 1 duly completed.

2.03. The application for conciliation must be sent before the day on which an action for a claim concerning the account contested is served by the chemist on the client.

2.04. Within 5 days of the date on which he receives the application for conciliation, the syndic shall send the chemist a copy of such application by registered or certified mail.

2.05. The syndic shall proceed with the conciliation in the manner he deems most appropriate.

2.06. The syndic shall send a report of his conciliation to both parties as soon as possible and not later than 30 days from the date of receipt of the application for conciliation.

2.07. Where the conciliation does not result in an agreement between the parties, the client may, within 15 days from the date of receipt of the syndic’s report or, in the absence of such report, within 45 days from the date of receipt of his application for conciliation, have recourse to arbitration in accordance with Division III.

2.08. Notwithstanding this Division, where the amount under dispute is less than 500 \$, the council may render a decision following a brief inquiry and investigation.

DIVISION III ARBITRATION

§1. Submission to arbitration

3.01.01. A client applies for arbitration by filing with the secretary 2 copies of a “submission to arbitration” drafted in the form prescribed in Schedule 2, duly completed and bearing his signature.

3.01.02. Within 5 days from the receipt of the application for arbitration, the secretary shall send the chemist, by registered or certified mail, a copy of the submission to arbitration signed by the client.

3.01.03. Within 10 days from the receipt of such copy, the chemist must sign it and return it to the secretary.

§2. Formation of council

3.02.01. In order to settle the dispute between the client and the chemist, the Bureau shall set up an arbitration council made up of 3 members of the Order and shall appoint a chairman from among them. The Bureau shall

also appoint a clerk to assist the council in the exercise of its functions.

3.02.02. The clerk shall notify the arbitrators and the parties of the formation of the council.

3.02.03. A motion for recusation of an arbitrator may only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25) and must be sent in writing to the clerk, the arbitrators and the parties within 10 days from the day on which the party who invokes it becomes aware of the cause for recusation.

The Bureau shall decide on the motion for recusation and, where applicable, designate a new arbitrator.

3.02.04. Before acting, the arbitrators must take the oath or make the affirmation of discretion provided in Schedule II to the Professional Code (R.S.Q., c. C-26).

3.02.05. In the case of the death or inability to act of one of the arbitrators, the others shall terminate the matter and their decision shall be valid. In the case of death or inability to act of the chairman, the Bureau shall name one of the other 2 arbitrators of the council as chairman.

§3. Hearing

3.03.01. The chairman of the council shall fix the date, hour and place of the hearing. The clerk shall notify the arbitrators and the parties in writing at least 10 days prior to that date.

3.03.02. The council may ask each party to submit, within a specified time, a statement of his pretensions with documents in support thereof.

3.03.03. The council shall convene the parties, hear them, receive their evidence or, if they offer none, record their default.

3.03.04. The council shall proceed with dispatch to the hearing of the dispute in accordance with the procedure and mode of evidence it deems appropriate.

3.03.05. The evidence shall not be recorded unless the council or one of the parties so requests. Whoever makes the request shall assume the cost thereof.

3.03.06. The clerk shall draw up the minutes of the hearing and have them signed by the arbitrators.

The minutes constitute *prima facie* proof of their content.

3.03.07. Articles 945 and 947 of the Code of Civil Procedure apply *mutatis mutandis* to the arbitration held pursuant to this Regulation.

§4. Arbitration award

3.04.01. The council must render its decision within 60 days following the end of the hearing, unless the parties agree in writing to extend that time period.

3.04.02. The council decides as mediator and renders the decision it considers most appropriate.

3.04.03. The decision is rendered by the majority of the members of the council ; in default of a majority, the decision is rendered by the chairman.

The reasons for the decision must be given and the decision must be signed by the arbitrators who endorsed it ; if an arbitrator refuses to sign, the others must make mention thereof and the decision shall be as valid as if it had been signed by all of them.

The clerk shall communicate the decision to the parties without delay.

3.04.04. The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the opposing party.

3.04.05. The decision must adjudge on the arbitration fees, that is, the costs actually incurred by the Order for the holding of the arbitration. However, the total amount of the arbitration fees shall in no case exceed 10% of the amount that is under arbitration as established in section 3 of the submission to arbitration in Schedule 2.

Where an agreement is reached between the parties before the decision of the council is rendered, the latter shall nevertheless adjudge on the arbitration fees in accordance with this section.

3.04.06. The decision of the council is final.

3.04.07. The complete record of arbitration is filed with the secretary who, unless explicitly authorized to the contrary by the parties, shall issue a copy thereof in whole or in part only to the latter, their attorneys, the syndic and members of the Bureau.

SCHEDULE 1

(s. 2.02)

APPLICATION FOR CONCILIATION

I, the undersigned,
(name and address)

..... in person or (where applicable) representing for the purposes of this application, as attested by the authorization annexed hereto, being duly sworn, or having solemnly declared, declare that :

(1)
(name of chemist)

claims from the sum of
for professional services rendered between
and
as attested by the account a copy of which is annexed hereto ;

(2) I refuse to pay this account for the following reason(s) :

.....
.....
.....

but (where applicable) I acknowledge that I owe the sum of for the professional services referred to in such account ;

(3) I apply for conciliation by the syndic pursuant to Division II of the Regulation respecting the procedure for conciliation and arbitration of accounts of chimists (R.R.Q., c. C-15, r.6) of which I declare having received a copy and taken cognizance.

Sworn to or solemnly declared before me
at

And I have signed

(signature of client or his duly
authorized representative)

this 19...
Commissioner for oaths

SCHEDULE 2

(s. 3.01.01 and 3.04.05)

SUBMISSION TO ARBITRATION

Entered into by :

.....
(name and address)

in person or (where applicable) representing

..... for the purposes of this submission, as attested by the authorization annexed hereto, hereinafter referred to as "the party of the first part", and

.....
(name and address)

member of the Ordre des chimistes du Québec hereinafter referred to as "the party of the second part", who make the following delarations and agreements :

(1) The party of the second part claims from the party of the first part the sum of

..... for professional services rendered between and as attested by the account a copy of which is annexed hereto ;

(2) The party of the first part refuses to pay this account for the follwing reason(s) :

.....
.....
.....
.....

but (where applicable) the party of the first part acknowledges that he owes the sum of

..... for the professional services referred to in such account ;

(3) The dispute between the parties bears on the entire account or (where applicable) on that part of the account, which exceeds that which the party of the first part acknowledges owing to the party of the second part, namely, the sum of

(4) The dispute between the parties will be settled by arbitration held in accordance with Division III of the Regulation respecting the procedure for conciliation and arbitration of accounts of chimists(R.R.Q.,c. C-15, r.6) of which the parties declare having received a copy and taken cognizance ;

(5) The party of the first part renounces the benefit of any time elapsed with respect to prescription ;

(6) The party of the second part undertakes, for the duration of the arbitration, not to claim before the civil courts that part of the account which is the object of the dispute ;

(7) The arbitration award is binding upon the parties and the rules set forth in Book VII of the Code of Civil Procedure (R.S.Q., c. C-25) apply to its enforcement ;

(8) This submission may only be annuled with the written consent of both parties.

..... (signature of client or his duly authorized representative)	..... (signature of chemist)
Signed at	Signed at
this 19...	this 19...

O.C. 1919-78, (1978) 110 G.O., 5023



c. C-15, r.7

Regulation respecting the procedure of the professional inspection committee of chemists

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 90)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des chimistes du Québec ;
- (b) “chemist” : a person whose name is entered on the roll of the Order ;
- (c) “committee” : the professional inspection committee ;
- (d) “records” : the records, books and registers kept by a chemist in the practice of his profession, as well as :
 - i. the documents or reports in which he has in fact collaborated among the records, books and registers kept by his colleagues or employer, including an establishment within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5) or a laboratory within the meaning of the Public Health Protection Act (R.S.Q., c. P-35) ; and
 - ii. property, in particular a sample, entrusted to him by a client ;
- (e) “investigator” : the committee, one of its members, or a person authorized to assist the committee in the exercise of its functions.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II COMMITTEE

2.01. The committee is composed of 5 members appointed by the Bureau from among the chemists whose names have been on the roll for at least 3 years. They shall take office as soon as they are appointed and continue in

office until their death, resignation, replacement or striking off the roll.

2.02. The committee shall hold its sittings on the dates and at the places determined by it or by its chairman.

2.03. The Bureau designates the secretary of the committee.

2.04. The secretariat of the committee is situated at the corporate seat of the Order ; all the minutes, reports and other documents of the committee are kept at the said office.

DIVISION III DRAWING UP OF A PROFESSIONAL RECORD

3.01. As its activities progress, the committee shall draw up and keep up-to-date a professional record for each member of the Order who is the subject of an inspection under this Regulation.

3.02. The professional record contains a summary of the chemist's academic qualifications and experience as well as all the documents pertaining to an inspection of which he has been the subject under this Regulation.

3.03. A chemist is entitled to consult his record and to obtain a copy thereof.

3.04. The committee shall keep a register containing, in chronological order, the date of each verification or inquiry, the address where it was made, the name of the chemist concerned, the name of the professional's employer, where applicable, and the name of the investigator who carried out the verification or inquiry.

DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION

4.01. The committee shall supervise the practice of the profession by the members of the Order in accordance with the programme established by it and submitted to the Bureau for approval.

4.02. Each year, the Bureau shall publish the committee's general supervision programme and a report on the latter's activities for the preceding year in the bulletin of the Order, without, however, identifying in any way the

chemists who were subject of an inspection and the other persons involved.

4.03. At least 15 days before the date fixed for the verification of a chemist's records by an investigator, the committee shall, through its secretary, send the chemist in question, by registered or certified mail, a notice in the form in Schedule 1.

4.04. If a chemist cannot receive an investigator on the prescribed date, he must, upon receipt of the notice, notify the secretary of the committee and decide on another date with him.

4.05. When an investigator ascertains that the chemist has been unable to take cognizance of the notice referred to in section 4.03, he shall so inform the committee which shall fix a new date for the verification and notify the chemist thereof.

4.06. An investigator must, if required to do so, produce a certificate attesting his authority, signed by the secretary of the committee.

4.07. The chemist whose records are the object of a verification may be present or be represented by a mandatory.

4.08. If he has reason to believe that the committee should subject a chemist to a special inquiry, the investigator shall draw up a verification report and transmit it to the committee for study within 15 days following his verification.

DIVISION V SPECIAL INQUIRY INTO THE COMPETENCE OF A CHEMIST

5.01. At the request of the Bureau or on its own initiative, the committee or one of its members shall make a special inquiry into the competence of a chemist or designate an investigator for such purpose.

5.02. At least 5 clear days before the date of the special inquiry, the committee shall, through its secretary, send the chemist in question, by registered or certified mail, a notice in accordance with the form in Schedule 2.

Where the sending of a notice to the chemist could jeopardize the objects for which a special inquiry is to be held, the committee may authorize an investigator to make such inquiry without notice.

5.03. An investigator may give the employer, representative or employee of a chemist notice of the order to allow him access to the records of that chemist.

5.04. Where records are held by a third party, the chemist must, at the investigator's request, authorize the latter to take cognizance or a copy thereof.

5.05. An investigator may request that a person who makes a declaration to him relative to an inquiry attest such declaration under oath or by solemn affirmation.

5.06. If the chemist refuses to receive an investigator, the latter shall immediately notify the syndic thereof.

5.07. The investigator shall draw up a report and transmit it to the committee for study within 15 days after termination of his inquiry.

5.08. Sections 4.06 and 4.07 apply *mutatis mutandis* to an inquiry held under this Division.

DIVISION VI RECOMMENDATIONS OF THE COMMITTEE

6.01. Where the committee, after study of the investigator's report, has reason to believe that it is not expedient to recommend to the Bureau that a chemist be required to serve a period of refresher training and that the chemist's right to engage in professional activities during such period be limited, it shall notify the Bureau and the chemist within 15 days of its decision.

6.02. Where the committee, after study of the investigator's report, has reason to believe that it is expedient to recommend to the Bureau that a chemist be required to serve a period of refresher training and that the chemist's right to engage in professional activities during such period be limited, it must permit the chemist in question to present a full and complete defence relative to the evaluation of his competence.

6.03. For such purpose, the committee shall convene the chemist and send him, by registered or certified mail, 15 days before the date fixed for the hearing, the following information and documents :

(a) a notice specifying the date and hour of the hearing ;

(b) a statement of the facts and reasons for convening him before the committee ; and

(c) a copy of the report made by the investigator concerning him.

6.04. A chemist or witness summoned before the committee may be assisted by an advocate.

6.05. The committee shall administer the oath or solemn affirmation to the chemist and the witnesses through a commissioner for oaths.

6.06. The hearing shall be held *in camera* unless the committee, at the request of the chemist, considers that it is in the public interest that it not be held in this manner.

6.07. The committee may proceed *ex parte* if the chemist does not appear on the date and at the hour prescribed.

6.08. The depositions shall be recorded at the request of the chemist or of the committee.

6.09. The committee and the chemist shall pay their own costs, with the exception of recording expenses which shall be shared equally between them. However, where the recording is made at the request of the committee, it shall assume the expenses thereof.

6.10. In its recommendations concerning a chemist, the committee must take into account the type of professional activities in which the chemist is generally engaged.

6.11. The recommendations of the committee are made by the majority of its members within 45 days after the end of the hearing. The reasons on which they are based shall be given, signed by the members of the committee who endorsed them, and forwarded to the Bureau and the chemist in question without delay.

6.12. The committee may also make recommendations to the Bureau on the continuing training courses organized by the Order for its members.

6.13. When the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code (L.R.Q., c. C-26) might be laid against a chemist, it shall notify the syndic of the Order.

SCHEDULE 1

(s. 4.03)

ORDRE DES CHIMISTES DU QUÉBEC

PROFESSIONAL INSPECTION COMMITTEE

Notice of verification

Notice is given that, within the framework of the programme for general supervision of the practice of the profession, an investigator from our committee will verify

your records, books and registers on
..... 19... at h.

The investigator will call upon you at

Signed at on 19...

The professional inspection committee.

Per :
Secretary of the committee

SCHEDULE 2

(s. 5.02)

ORDRE DES CHIMISTES DU QUÉBEC

PROFESSIONAL INSPECTION COMMITTEE

Notice of special inquiry

Notice is given that, at the request of the Bureau (or on its own initiative), the committee has designated an investigator to make a special inquiry into your professional competence on
..... 19... at
..... h.

The investigator will call upon you at

Signed at on 19...

The professional inspection committee.

Per :
Secretary of the committee



c. C-15, r.8

Regulation respecting advertising by chemists

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 92)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “Order” : the Ordre des chimistes du Québec ;
- (b) “chemist” : a person entered on the roll of the Order ;
- (c) “secretary” : the secretary of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. The items that a chemist may include in his public advertisements and the conditions under which he may advertise are described in this Regulation.

DIVISION II PROFESSIONAL CARD

2.01. A chemist may not enter on his professional card anything other than :

- (a) his name and that of his partners and other professionals employed by him ;
- (b) his profession and, where applicable, his membership in another professional corporation ;
- (c) his specialty, if he has a specialist’s certificate recognized by the Order ;
- (d) his academic titles ;
- (e) his business address, telephone number and business hours ;
- (f) the graphic sign of the Order ;
- (g) the name and graphic sign of his employer, where applicable, and where the latter is a partnership, the

names of its members and the other professionals it employs ;

(h) the title of his position, where applicable.

2.02. The professional card shall not measure more than 6 centimetres in width by 11 centimetres in length.

DIVISION III INFORMATION MEDIA

3.01. A chemist may publish or allow to be published in newspapers, magazines, periodicals, telephone directories, directories or in any other printed matter, an advertisement containing all or part of the items mentioned in section 2.01. The said advertisement shall not, however, exceed 1 square decimetre and may not appear more than once in the same issue of a newspaper, magazine, periodical, directory or other printed matter.

Such advertisement may, however, appear more than once in the same edition of a telephone directory.

3.02. A chemist may publish an advertisement containing his photograph and certain biographical information in newspapers, magazines, periodicals, directories or other printed matter when he first opens an office, joins an existing office, is first entered on the roll of the Order, or is appointed to a position relating to the practice of his profession.

The said advertisement may not appear more than once in the same issue of a newspaper, magazine, periodical, directory or other printed matter, nor in more than 2 issues of the same newspaper, magazine, periodical, directory or other printed matter.

The photograph authorized in the first paragraph may not exceed 64 square centimetres.

DIVISION IV STATIONERY

4.01. A chemist may enter on his stationery all or part of the items mentioned in section 2.01.

DIVISION V BUSINESS OFFICE

5.01. On one of the outer walls of the immovable in which his office is located or on the land on which such im-

moveable is built, a chemist may post up a sign indicating all or part of the items mentioned in section 2.01.

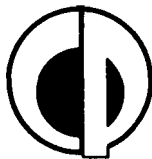
If the immovable in which his office is located is at a crossroads, the chemist may post up such sign on the outer walls or on the land facing each of the converging roads.

5.02. Inside his office, a chemist may post up, in public view, a sign containing all or part of the items mentioned in section 2.01.

5.03. The signs authorized under this Division may not exceed 25 square decimetres.

DIVISION VI **GRAPHIC SIGN OF THE ORDER**

6.01. The Order is represented by a graphic sign in conformity with the original kept by the secretary of the Order and reproduced below :



6.02. When a chemist copies the graphic sign of the Order for advertising purposes, he must ensure that the sign conforms with the original kept by the secretary of the Order and does not exceed 25 square decimetres.



c. C-15, r.9

Regulation respecting refresher training periods for chemists

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order”: the Ordre des chimistes du Québec ;
- (b) “chemist” : a person entered on the roll of the Order and who has fulfilled the conditions of paragraph *b* of subsection 1 of section 10 and of subsection 4 of the same section of the Professional Chemists Act (R.S.Q., c. C-15) ;
- (c) “training period” : period of refresher training contemplated by this Regulation ;
- (d) “trainee chemist” : a chemist who is required to serve a training period ;
- (e) “tutor” : a chemist responsible for verifying whether a training period or part of a training period is in conformity with the objectives and the terms and conditions determined by the Bureau.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II TRAINING PERIOD

2.01. If the Bureau considers that the level of competence of a member does not meet the norms required for the protection of the public, it may oblige a chemist to serve a training period where :

- (a) his name is re-entered on the roll after failing to be entered thereon for more than 3 years ;
- (b) his name is re-entered on the roll after he has been struck off for a period of more than 3 years ;

(c) he is the subject of a recommendation to that effect by the professional inspection committee or the committee on discipline pursuant to section 113 or 160 of the Professional Code (R.S.Q., c. C-26) ;

(d) he has served a training period considered, in virtue of section 2.10, not to be in conformity with the objectives and the terms and conditions determined by the Bureau.

2.02. A training period may not be prescribed more than 90 days after the time at which a chemist is liable to have to serve such training period.

2.03. A training period may, in particular, consist of one or more of the following activities :

- (a) a period of practical training ;
- (b) studies ;
- (c) courses ;
- (d) research work.

2.04. A training period may not exceed 1 000 hours nor extend over a period of more than 12 consecutive months.

2.05. The Bureau's decision to oblige a chemist to serve a training period must specify the objectives, duration and the terms and conditions of that training period.

2.06. The Bureau shall determine the place where and time when the training period must be held, and where necessary, shall designate one or several tutors.

2.07. A tutor shall submit a report to the Bureau within 5 days after completion of his mandate stating, with reasons in support thereof, whether the trainee chemist acted, while under his supervision, in conformity with the objectives and the terms and conditions determined by the Bureau.

2.08. The trainee chemist or his tutor may be required to submit additional reports to the Bureau on the dates determined by the latter.

2.09. The tutor must also send the trainee chemist a copy of the report at the same time as he sends it to the Bureau pursuant to section 2.07 or 2.08.

2.10. After study of each of the reports required in virtue of sections 2.07 and 2.08, the Bureau shall decide,

within 30 days after completion of the training period, whether it is in conformity with the objectives and the terms and conditions it has determined.

4.05. A chemist is required to comply with every decision of the Bureau rendered in accordance with this Regulation.

DIVISION III

LIMITATION OF PROFESSIONAL ACTIVITIES

3.01. The Bureau may, if it so deems necessary for public protection, limit the trainee chemist's right to practise during all or part of the training period, in particular in one or several of the following ways :

(a) by determining when and where he is authorized or, conversely, he is not authorized to practise ;

(b) by determining the professional acts which he is authorized or, conversely, he is not authorized to perform ;

(c) by requiring that the professional acts that he is authorized to perform, or that certain of them, be performed under the supervision of another chemist or group of chemists.

3.02. The Bureau's decision to limit a trainee chemist's right to practise must be transmitted to his employer, where applicable.

DIVISION IV

DECISIONS OF THE BUREAU

4.01. Before prescribing a training period or limiting a trainee chemist's right to practise, the Bureau must give the chemist concerned the opportunity to be heard. For such purpose, the Bureau must give the chemist a written notice of at least 5 days of the date of the hearing.

4.02. The reasons for a decision prescribing a training period, limiting a trainee chemist's right to practise, or ruling on the validity of a completed training period, must be given in writing and transmitted to the chemist in question by service in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or by registered or certified mail.

4.03. The Bureau's decision prescribing a training period or limiting a trainee chemist's right to practise shall take effect 30 days after being sent to or served on the latter.

4.04. During the training period, the Bureau may, following a duly reasoned request by the chemist transmitted to his tutor, reduce the duration and requirements of the training period and, where applicable, reduce the conditions of limitation of the trainee chemist's right to practise.



c. C-15, r.10

**Regulation dividing Québec into regions
for the purposes of elections to the
Bureau of the Ordre des chimistes du
Québec**

Professional Chemists Act
(R.S.Q., c. C-15)

Professional Code
(R.S.Q., c. C-26, s. 65)

1. In order to ensure adequate regional representation on the Bureau of the Ordre des chimistes du Québec, Québec shall be divided into 3 regions :

- (a) the Eastern region ;
- (b) the Central region ;
- (c) the Western region.

2. The Eastern region shall comprise regions 1, 2, 3, 9 and 10, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8).

The Central region shall comprise regions 4 and 5, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Western region shall comprise regions 6, 7 and 8, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

3. Three directors shall be elected to represent the Eastern region, 2 for the Central region and 8 for the Western region.

4. A chemist shall vote in the region in which he principally practises his profession for the candidates of such region. He shall vote, in addition, for a candidate for the office of president in cases where the latter is elected by a general vote.

5. If the president is elected by a general vote, the Bureau shall consist of 17 persons including the president.

If the president is elected by a vote of the elected directors, the Bureau shall consist of 16 persons including the president.

O.C. 709-74, (1974) 106 O.G.II, 673



c. C-16, r.1

Regulation respecting the business of the Bureau and general meetings of the Ordre des chiropraticiens du Québec

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, ss. 93 and 94)

DIVISION I GENERAL PROVISIONS

1.01. This Regulation is made under section 93 and paragraphs *a* and *k* of section 94 of the Professional Code (R.S.Q., c. C-26).

1.02. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des chiropraticiens du Québec ;
- (b) “Bureau” : the Bureau of the Order ;
- (c) “secretary” : the secretary-treasurer of the Order.

1.03. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II BUREAU

2.01. The Bureau shall designate, from among the directors elected members of the administrative committee, a vice-president and a secretary.

2.02. The Bureau shall be convened by the secretary by means of a notice of convocation sent, together with the agenda, at least 7 days prior to the date of the meeting.

2.03. In case of emergency, the president of the Order may convene a meeting of the Bureau provided that :

- (a) all the directors are notified by telephone or telegram at least 3 days prior to the meeting ; and

- (b) all the directors absent at that meeting later acknowledge that they had been convened in accordance with paragraph *a*.

2.04. Notwithstanding sections 2.02 and 2.03, a meeting of the Bureau shall be deemed to be regularly held if all the members are present and waive the notice of convocation.

2.05. The president or the administrative committee shall establish the agenda for each meeting.

The agenda may only be altered with the consent of the majority of the members, of the Bureau who are present.

At a special meeting, items other than those entered on the agenda for that meeting shall not be discussed.

2.06. Whenever the chairman adjourns the meeting for lack of a quorum, the hour of the adjournment and the names of the directors then present shall be recorded by the secretary.

2.07. The vote shall be taken by show of hands unless one of the directors requests a secret ballot. In the latter case, the chairman shall establish the procedure to be followed.

DIVISION III OATH OF DISCRETION

3.01. Every director shall take the oath or affirmation of discretion prescribed in Schedule 1.

DIVISION IV ADMINISTRATIVE COMMITTEE

4.01. The administrative committee of the Order shall consist of the following directors : the president of the Order, the vice-president, the secretary, an elected director and an appointed director.

4.02. The secretary of the Order shall act as the secretary of the administrative committee but shall not have the right to vote.

4.03. The administrative committee shall be convened by means of a written notice sent, together with the agenda, at least 7 days prior to the date of the meeting.

4.04. In case of emergency, the president may convene a meeting of the administrative committee provided that :

(a) all the members of the administrative committee are notified by telephone or telegram at least 3 days prior to the meeting ; and

(b) all members of the administrative committee absent at that meeting later acknowledge that they had been convened in accordance with paragraph a.

4.05. Notwithstanding sections 4.03 and 4.04, a meeting of the administrative committee shall be deemed to be regularly held if all the members of the administrative committee are present and waive the notice of convocation.

4.06. In the absence of the president of the Order, one of the 2 vice-presidents shall preside over the meetings of the administrative committee.

4.07. All decisions shall be taken by majority vote of the members present ; in the case of a tie-vote, the chairman of the meeting shall have the casting-vote.

DIVISION V

REMUNERATION OF THE DIRECTORS

5.01. A director shall receive for each meeting of the Bureau which he attends the indemnities fixed by the latter.

DIVISION VI

GENERAL MEETINGS

6.01. The annual general meeting of the members of the Order shall be held on the first weekend of the month of May.

6.02. The quorum for the general meetings of the Order shall be 25 members.

6.03. Where the quorum is not reached at a general meeting, the secretary shall draw up minutes to this effect and convene another general meeting.

6.04. The decisions shall be taken by majority vote. In the case of a tie-vote, the chairman of the meeting shall have the casting-vote.

DIVISION VII

OFFICERS

7.01. The vice-president shall perform the duties of the president where the latter is absent or unable to act. He shall exercise all the other powers entrusted to him by the Bureau.

7.02. The secretary shall be responsible for the account books of the Order and shall submit periodic financial reports to the Bureau. He shall supervise the financial operations of the Order and exercise all the other powers entrusted to him by the Bureau.

DIVISION VIII

MISCELLANEOUS PROVISIONS

8.01. The corporate seat of the Order is situated within the territory of the Communauté urbaine de Montréal.

8.02. The seal of the Order is that which is imprinted on the copy of this Regulation and which is held by the secretary of the Order.

8.03. Subject to the Professional Code, in particular section 84, the items of procedure which are not covered in this Regulation shall be governed *mutatis mutandis* by the rules contained in the *Procédure des assemblées délibérantes*, V. Morin, Montréal, latest edition.

8.04. The administrative committee shall exercise the powers assigned to the Bureau by the Professional Code and the Chiropractic Act (R.S.Q., c. C-16), with the exception of the powers which the latter must exercise by regulation.

8.05. The fee for re-entry on the roll of the Order is 50 \$ payable in advance.

8.06. The Bureau may allow an 80% reduction on the amount of the annual contribution to a chiropractor who :

(a) is out of Québec for the entire fiscal year for which the contribution is collected ;

(b) is enrolled as a full-time student in a university study programme ;

(c) is 65 years of age or over and wishes to remain entered on the roll of the Order without practising ; or

(d) is unable to practise his profession by reason of illness for the entire fiscal year for which the contribution is collected. The Bureau may then require that the chiropractor furnish proof of such inability to practise.

SCHEDULE 1

(s. 3.01)

OATH OR AFFIRMATION OF DISCRETION

I
 swear (or solemnly affirm) that I will not reveal or make
 known, without being authorized therefor by law or by the
 Bureau, anything whatsoever of which I have taken cogni-
 zance in the performance of my duties of director, with the
 exception of the resolutions or regulations duly passed or
 made by the Bureau.

....., the

.....

Signature

Oath or affirmation of discretion taken before me on the
 day, month and year mentioned above.

.....
 Commissioner for oaths

O.C. 2068-75, (1975) 107 O.G. II, 1499, 2323
 O.C. 2411-76, (1976) 108 O.G. II, 4725
 O.C. 1426-77, (1977) 109 O.G. II, 3117



c. C-16, r.2

Code of ethics of chiropractors

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 87)

DIVISION I

DEFINITIONS AND INTERPRETATION

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) "Order" : the Ordre des chiropraticiens du Québec ;
- (b) "chiropractor" : whosoever is entered on the roll of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II

DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

2.01. The chiropractor must, except for valid reasons, support every measure likely to improve the quality and availability of professional services in the field in which he practises.

2.02. In the practice of his profession, the chiropractor must take into account the foreseeable general consequences which his research and work may have on society.

2.03. The chiropractor must promote measures of education and information in the field in which he practises. He must also, in the practice of his profession, except for valid reasons, perform the necessary acts to ensure such education and information.

DIVISION III

DUTIES AND OBLIGATIONS TOWARDS PATIENTS

§1. General provisions

3.01.01. The chiropractor must practise his profession in a manner which respects the life, dignity and liberty of his patient.

3.01.02. The chiropractor must practise his profession in accordance with the principles recognized by the chiropractic science.

3.01.03. Before accepting a mandate, the chiropractor must take into consideration the extent of his aptitudes, proficiency and the means at his disposal. He must not, in particular, undertake treatment for which he is not sufficiently prepared without obtaining the necessary assistance.

3.01.04. The chiropractor must at all times acknowledge the right of the patient to consult a colleague, a member of another professional corporation or another competent person.

3.01.05. The chiropractor must not practise his profession under conditions or circumstances, private or public, likely to impair the quality of his services.

3.01.06. The chiropractor must try to establish a relationship of mutual confidence between himself and his patient. For that purpose, he must, in particular :

(a) refrain from practising his profession in an impersonal manner ;

(b) give his interviews in such a way as to respect his patient's scale of values and personal convictions, where the latter informs him thereof.

3.01.07. The chiropractor must refrain from intervening in the personal affairs of his patient on subjects which are not under the generally acknowledged competence of the profession, so as not to unduly restrict his patient's autonomy.

3.01.08. Subject to Subdivision 6 respecting professional secrecy, the chiropractor must collaborate with his patient or the patient's relatives or with any other person in the interest of that patient.

§2. Integrity

3.02.01. A chiropractor must carry out his professional obligations with integrity.

3.02.02. The chiropractor must avoid any misrepresentation with respect to his level of competence or to the efficiency of his own services and of those generally provided by the members of his profession. If the good of the patient so requires, he must send the latter to another chiropractor, a member of another professional corporation or another competent person.

3.02.03. The chiropractor must inform his patient as soon as possible of the extent and terms and conditions of the mandate entrusted to him by the latter and obtain his agreement in this respect.

3.02.04. The chiropractor must reveal to his client in a complete and objective manner the nature and scope of the problem which, in his opinion, results from the aggregate facts brought to his attention.

3.02.05. A chiropractor must not express his opinion or give contradictory or incomplete advice. To that end, he must try to know all the facts before giving an opinion or counsel.

3.02.06. A chiropractor must inform his patient as early as possible of any error that might cause the latter prejudice and which cannot be easily rectified made by him while rendering a professional service to that patient.

§3. Availability and diligence

3.03.01. In the practice of his profession, the chiropractor must display reasonable availability and diligence.

3.03.02. In addition to opinion and counsel, the chiropractor must furnish his patient with any explanations necessary to the understanding and appreciation of the services he provides him.

3.03.03. The chiropractor must be objective and impartial when persons other than his patients ask him for information.

3.03.04. Unless he has sound and reasonable grounds for so doing, a chiropractor shall not cease to act for the account of a patient. The following shall, in particular, constitute just and reasonable grounds :

- (a) loss of the patient's confidence ;

- (b) the fact that the chiropractor is placed in a situation of conflict of interest or in a circumstance whereby his professional independence could be called in question ;

- (c) inducement by the patient to perform illegal, unfair or fraudulent acts.

3.03.05. Before he ceases to exercise his functions for the account of a patient, the chiropractor must forward a notice within a reasonable time and ensure that such termination of service is not prejudicial to his patient.

§4. Liability

3.04.01. The chiropractor must, in the practice of his profession, completely bind his personal civil liability. He is thus prohibited from inserting in a contract of professional services any clause directly or indirectly excluding, in whole or in part, the said liability.

§5. Independence and impartiality

3.05.01. The chiropractor must subordinate his personal interest to that of his patient.

3.05.02. A chiropractor must ignore any intervention by a third party which could influence the performance of his professional duties to the detriment of his patient.

3.05.03. A chiropractor must safeguard his professional independence at all times and avoid any situation which would put him in conflict of interest. Without restricting the generality of the foregoing, a chiropractor is :

- (a) in conflict of interest when the interests concerned are such that he may be influenced to favour certain of them to those of his patient or whereby his judgment and loyalty towards the latter may be unfavourably affected ;

- (b) no longer an independent adviser in respect of a given act if he finds a personal advantage, direct or indirect, real or possible, therein.

3.05.04. As soon as he ascertains that he is in a situation of conflict of interest, the chiropractor must notify his patient thereof and ask his authorization to continue his mandate.

3.05.05. The chiropractor must refrain from sharing his fees with a person who is not a member of the Order or from remitting such fees to him.

3.05.06. The chiropractor may share his fees with a colleague only to the extent that such sharing corresponds to a distribution of services and responsibilities.

3.05.07. Save for the remuneration to which he is entitled, a chiropractor shall refrain from receiving, paying or agreeing to pay any benefit, rebate or commission in respect of the practice of his profession.

3.05.08. For a given service, the chiropractor must only accept fees from a single source, unless explicitly agreed otherwise by all the parties concerned. He shall accept payment of these fees only from his patient or the latter's representative.

3.05.09. The chiropractor shall generally act, in the same matter, for only one of the parties in question. If his professional duties require that he act otherwise, the chiropractor must specify the nature of his responsibilities and must keep all the interested parties informed that he will cease to act if the situation becomes irreconcilable with his duty of impartiality.

§6. Professional secrecy

3.06.01. A chiropractor must respect the secrecy of all confidential information obtained in the practice of his profession.

3.06.02. The chiropractor shall be released from professional secrecy only with the authorization of his patient or whenever so ordered by law.

3.06.03. A chiropractor must not disclose a request for his service made by a person unless the nature of the case so requires.

3.06.04. A chiropractor must avoid indiscreet conversation concerning a patient and the services rendered him.

3.06.05. A chiropractor shall not make use of confidential information to the prejudice of a patient or with a view to obtaining, directly or indirectly, a benefit for himself or for another person.

§7. Accessibility of records

3.07.01. A chiropractor must respect the right of his patient to take cognizance of the documents which concern him in any record consulted on his behalf and to obtain a copy of such documents.

§8. Determination and payment of fees

3.08.01. A chiropractor must charge and accept fair and reasonable fees.

3.08.02. Fees are fair and reasonable if they are justified by circumstances and are in proportion to the services rendered. The chiropractor must, in particular, take into account the following factors when fixing his fees :

- (a) the time given to the carrying out of the professional service ;
- (b) the difficulty and magnitude of the service ;
- (c) the performance of unusual services or services requiring exceptional competence or celerity.

3.08.03. A chiropractor must provide his patient with all the explanations required for the understanding of his statement of fees and for the terms and conditions of payment.

3.08.04. A chiropractor must refrain from demanding advance payment for his services ; he must on the other hand, notify his patient of the approximate cost of his services.

3.08.05. The chiropractor may collect interest on outstanding accounts only after having duly notified his patient thereof. The interest so charged must be at a reasonable rate.

3.08.06. Before having recourse to legal proceedings, a chiropractor must have exhausted all other means at his disposal for obtaining payment of his fees.

3.08.07. A chiropractor must not sell his accounts, except to a colleague.

3.08.08. When a chiropractor appoints another person to collect his fees, he must ensure that the latter is accustomed to act with tact and moderation.

DIVISION IV DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

§1. Incompatible offices and functions

4.01.01. The chiropractor must not hold any financial interest, direct or indirect, in a business whose object is the production or sale of apparatus or products which may be used for chiropractic treatment when the possession of such interest places the chiropractor in a situation of conflict of interest vis-à-vis his patient.

§2. Derogatory acts

4.02.01. In addition to the derogatory acts referred to in sections 57 and 58 of the Professional Code (R.S.Q., c. C-26), the following are derogatory to the dignity of the profession :

- (a) pressing or repeated inducement to resort to his own professional services ;
- (b) direct or indirect interference with the liberty of the patient to select his chiropractor ;
- (c) administering treatment which is not required from a chiropractic point of view ;
- (d) not administering all the treatment in his power and indicated under the circumstances, in accordance with the highest possible standards of present chiropractic practice ;
- (e) using diagnostic means whose scientific value is not recognized ;
- (f) consulting, collaborating or agreeing, in the treatment of a patient, with a person who does not have the appropriate scientific knowledge in the field in which he practises ;
- (g) conducting himself, in the practice of his profession, in a reproachful manner towards his patient either on the physical level or on the psychic level ;
- (h) obtaining or causing to be obtained for a patient an unjustifiable material benefit, in particular by falsifying a declaration, report or any document respecting the health of a patient or the care administered to the latter ;
- (i) granting any kind of rebate to a patient ;
- (j) guaranteeing, directly or indirectly, expressly or implicitly, the curing of an illness ;
- (k) not notifying the Order that he has reason to believe that a candidate for the practice of chiropractor is unsuited to the practice of the profession or that a chiropractor does not abide by the code of ethics of a chiropractor ;
- (l) carrying out a chiropractic act without first having made a basic examination consisting, in particular, of the following items :
 - i. the appropriate history of the case ;
 - ii. sufficient research of any subadjacent pathology and anomaly by the diagnostic methods mentioned and in compliance with standards of actual practice ;
 - iii. an unequivocal indication of an appropriate chiropractic therapy.

§3. Relations with the Order and colleagues

4.03.01. A chiropractor whose participation in a council for the arbitration of accounts, a committee on discipline or a professional inspection committee is requested by the Order must accept that duty unless he has exceptional grounds for refusing.

4.03.02. A chiropractor must, as soon as possible, answer all correspondence addressed to him by the Order, the syndic, investigators or the members of the professional inspection committee.

4.03.03. A chiropractor must not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him. He must not, in particular, take credit for the work of a colleague.

4.03.04. A chiropractor consulted by a colleague must provide the latter with his opinion and recommendations as soon as possible.

4.03.05. A chiropractor called upon to collaborate with a colleague must maintain his professional independence. If he is given a task contrary to his conscience or principles, he may ask to be excused from doing it.

§4. Contribution to the advancement of the profession

4.04.01. A chiropractor must, as far as he is able, contribute to the development of his profession by sharing his knowledge and experience with his colleagues and students, and by his participation in courses and continuing training periods.



c. C-16, r.3

Regulation respecting the records of a chiropractor who ceases to practise

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 91)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) "Order" : the Ordre des chiropraticiens du Québec ;
- (b) "chiropractor" : whoever is entered on the roll of the Order ;
- (c) "secretary" : the secretary of the Order ;
- (d) "records" : the records, books and registers that a chiropractor must keep in the practice of his profession ;
- (e) "transferee" : the chiropractor to whom the records of another chiropractor are transferred upon the latter's permanent cessation of practice ;
- (f) "provisional custodian" : the chiropractor to whom the records of another chiropractor are entrusted during the latter's temporary cessation of practice.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. Nothing in this Regulation shall be construed as excluding the use of data processing or any other technique for the preservation of records.

1.04. Where a chiropractor is a partner in or an employee of a partnership of chiropractors or an employee of a natural or artificial person, this Regulation shall not apply to the records of such partnership or employer that are used by that chiropractor in the practice of his profession. This Regulation shall, however, apply when all the members of a partnership of chiropractors cease to practise.

1.05. An agreement respecting the transfer or provisional custody of the records of a chiropractor who ceases

to practise must be certified in writing and sent to the secretary.

DIVISION II PERMANENT CESSATION OF PRACTICE

2.01. Subject to sections 2.02 and 2.03, when a chiropractor permanently ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a transferee, notify the secretary by registered or certified mail of the date on which he will cease to practise his profession and give him the name, address and telephone number of the said transferee ; or

(b) if he is unable to find a transferee, inform the secretary thereof by registered or certified mail and advise him that he will give him custody of his records on the date fixed for the cessation of practice.

2.02. Where a chiropractor ceases to practise his profession because he has been permanently struck off the roll, the secretary must ensure that the chiropractor who is struck off find a transferee within 60 days of the final decision regarding the striking off.

If a transferee has not been found upon the expiry of that period, the records of the chiropractor who has been struck off shall be entrusted to the secretary.

2.03. Upon the death of a chiropractor, the secretary must, as soon as he is notified thereof, ensure that the assigns of that chiropractor find a transferee as quickly as possible.

2.04. Within 30 days following the date on which he takes possession of the records of a chiropractor who permanently ceases to practise, the transferee or the secretary, as the case may be, must :

- (a) notify, in writing, the clients of that chiropractor :
 - i. that the latter's records are in his possession ;
 - ii. of his address, telephone number and office hours ; and
 - iii. of their right to consult another chiropractor ;
- (b) cause to be published twice, at an interval of 10 days, in at least one French language daily newspaper and, where applicable, in at least one English language daily

newspaper circulated in the region in which that chiropractor practised his profession, an advertisement giving his address, telephone number and office hours and stating that he is in possession of that chiropractor's records.

The transferee must send the secretary a copy of the advertisement contemplated in subparagraph *b* of the first paragraph.

2.05. The transferee or the secretary, as the case may be, must respect the right of a person to consult the documents concerning him in any record made in his regard and to obtain copies of such documents. The fees for obtaining such copies shall be paid by the person who makes the request.

2.06. Where the secretary has custody of the records of a chiropractor who has permanently ceased to practise his profession, he may at any time, after consulting that chiropractor, entrust the records to a transferee.

2.07. While he has custody of the records of a chiropractor who has permanently ceased to practise his profession, the secretary must take the necessary steps to ensure that the interests of that chiropractor's clients are properly safeguarded.

2.08. Subject to section 2.06, the secretary must retain the records he receives pursuant to this Division for a minimum of 5 years.

DIVISION III TEMPORARY CESSATION OF PRACTICE

3.01. Subject to section 3.02, where a chiropractor temporarily ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a provisional custodian, notify the secretary by registered or certified mail of the date on which he will temporarily cease to practise his profession and the date on which he intends to resume practising his profession, together with the name, address and telephone number of the provisional custodian ; or

(b) if he has not found a provisional custodian, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of the records on the date fixed for the cessation of his practice.

3.02. Where a chiropractor ceases to practise his profession because of being temporarily struck off the roll, the secretary must ensure that the chiropractor who is struck off find a provisional custodian within 15 days of

the expiry of the time allowed for appeal or final decision regarding the striking off.

If a provisional custodian has not been found upon the expiry of that period, the records of the chiropractor who is struck off shall be entrusted to the secretary.

3.03. The provisional custodian of a chiropractor's records must provide the clients of that chiropractor with the pertinent information concerning the progress of their records, keep such records up to date, and take the necessary steps to ensure that the interests of those clients are properly safeguarded.

3.04. Section 2.04 applies *mutatis mutandis* to this Division except in the case where a chiropractor ceases to practise as a result of being temporarily struck off for less than 6 months.

3.05. Sections 2.05 to 2.07 apply *mutatis mutandis* to this Division.

3.06. The secretary or provisional custodian, as the case may be, must return the records to the chiropractor immediately upon termination of the period of temporary cessation of practice.

3.07. A chiropractor who no longer wishes to resume practising his profession during or after the expiry of the period when he has temporarily ceased to practise must comply with Division II.



c. C-16, r.4

Regulation respecting terms and conditions for election to the Bureau of the Ordre des chiropraticiens du Québec

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) "region" : one of the regions within the meaning of the Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des chiropraticiens du Québec (c. C-16, r. 10) ;
- (b) "Order" : the Ordre des chiropraticiens du Québec ;
- (c) "chiropractor" : a person whose name is entered on the roll of the Order ;
- (d) "secretary" : the secretary of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II TERM OF OFFICE

2.01. The president and the directors are elected for a term of 2 years.

DIVISION III ELECTION PROCEDURE

3.01. Between the 45th and 60th day preceding the date of the closing of the poll, the secretary shall send each chiropractor a list of the chiropractors of the region in which he principally practises his profession and also a nomination paper.

3.02. A chiropractor may not sign more nomination papers than there are offices of director to be filled for his region. A signature appearing on a number of nomination

papers in excess of the number of offices of director to be filled shall be struck off all papers.

3.03. Upon receipt of the nomination paper duly completed, the secretary shall give an official receipt to the candidate in person or send it to him by mail. Such receipt shall attest the validity of the nomination paper.

3.04. In addition to the documents described in section 69 of the Professional Code (R.S.Q., c. C-26), the secretary of the Order shall, at least 15 days prior to the date of closing of the poll, send each chiropractor a brief curriculum vitae of each candidate stating, in particular, his age, the date of his admission, and where applicable, his principal activities within the Order.

3.05. The ballot-paper certified by the secretary must contain the following data :

- (a) the name and graphic sign of the Order ;
- (b) the year of the election ;
- (c) the identification of the region ;
- (d) the names in alphabetical order of the candidates for the offices of director in the region in which chiropractor principally practises his profession ;
- (e) the number of seats to be filled in the region ; and
- (f) the date and hour of the closing of the poll.

3.06. An elector may obtain a new ballot-paper from the secretary if the first ballot-paper sent to him is lost or otherwise unusable, provided such elector makes a solemn declaration in writing certifying that his ballot-paper is lost or unusable.

3.07. The closing of the poll is fixed at 18 h on the last Saturday of April of each year.

3.08. The scrutineers shall be appointed from among the chiropractors.

3.09. The secretary and the scrutineers shall take the oath to faithfully carry out their duties before any person authorized to administer the oath.

3.10. The votes shall be counted at the corporate seat of the Order.

3.11. The following ballot-papers shall be void : every ballot-paper :

- (a) on which the voter cast his vote otherwise than by a cross ;
- (b) which contains more or fewer crosses than the number of seats to be filled in the region ;
- (c) which is not certified by the secretary ;
- (d) which is spoiled, erased or which contains any identification mark of the elector ;
- (e) which is not returned in the envelope provided by the secretary and on which the word "ELECTION" is written.

3.12. The secretary's decision regarding the validity of a ballot-paper is final.

3.13. The secretary shall declare elected the candidates who have obtained the most votes : he shall have the results of the vote countersigned by the scrutineers.

3.14. Immediately after the election of the candidates, the secretary shall draw up under his signature a general report of the election and of the result of the vote.

3.15. The secretary shall send a copy of the report referred to in section 3.14 to each candidate. This report shall, in particular, state the number of ballot-papers and official envelopes which the secretary has had printed and his manner of dealing with them.

3.16. The secretary must also make a detailed report of the election at the first meeting of the Bureau following the election.

3.17. If, during the election period, the secretary is unable to act for any reason deemed sufficient by the Bureau, the latter shall designate a chiropractor to replace the secretary. The person thus designated shall assume, for the purposes of the election, all the rights and obligations of the secretary whom he replaces.

3.18. Where the president is elected by a general vote of the members of the Order, the pertinent provisions of this Regulation shall apply *mutatis mutandis* to his election.

3.19. Where the president is elected by a vote of the elected directors, his election shall be held during the first meeting of the Bureau after the directors have taken office.

DIVISION IV TRANSITIONAL PROVISIONS

§1. General provision

4.01.01. The number of offices to be filled for each region shall vary each year, having regard to the total number of offices to be filled and the terms of office due to expire in accordance with Subdivision 2 where the Order has less than 500 members, and in accordance with Subdivision 3 where the Order has 500 to 1 500 members.

§2. Territory of Québec divided into 5 regions

4.02.01. In 1977, the following directors shall be elected in the regions listed below :

- (a) Québec region : 1 director ;
- (b) Eastern Québec region : 1 director ;
- (c) Outaouais-Northwest region : 1 director.

4.02.02. The candidates elected in the regions mentioned in section 4.02.01 shall remain in office until the 1979 election.

4.02.03. In 1978, the following directors shall be elected in the regions listed below :

- (a) Montréal region : 2 directors ;
- (b) Trois-Rivières — Eastern Townships region : 1 director.

4.02.04. The candidates elected in the regions mentioned in section 4.02.03 shall remain in office until the 1980 election.

§3. Territory of Québec divided into 7 regions

4.03.01. In 1977, the following directors shall be elected in the regions listed below :

- (a) Montréal region : 2 directors ;
- (b) Québec region : 3 directors ;
- (c) Trois-Rivières region : 1 director ;
- (d) Eastern Québec region : 1 director ;
- (e) Saguenay-Lac-Saint-Jean region : 1 director ;
- (f) Outaouais-Northwest region : 1 director ;
- (g) Eastern Townships region : 1 director.

4.03.02. The candidates elected in the regions mentioned in section 4.03.01 shall remain in office for the duration of the following terms of office :

(a) Montréal, Québec and Trois-Rivières regions : until the 1979 election ;

(b) Eastern Québec, Saguenay-Lac-Saint-Jean, Outaouais-Northwest and Eastern Townships regions : until the 1978 election.

4.03.03. In 1978, the following directors shall be elected in the regions listed below :

(a) Montréal region : 2 directors ;

(b) Trois-Rivières region : 1 director ;

(c) Eastern Québec region : 1 director ;

(d) Saguenay-Lac-Saint-Jean region : 1 director ;

(e) Outaouais-Northwest region : 1 director ;

(f) Eastern Townships region : 1 director.

4.03.04. The candidates elected in the regions mentioned in section 4.03.03 shall remain in office until the 1980 election.

O.C. 2584-77, (1977) 109 O.G.II, 4061

D. 2435-80, (1980) 112 G.O.II, 5597



c. C-16, r.5

**Règlement sur les normes d'équivalence
pour la délivrance d'un permis de l'Ordre
des chiropraticiens du Québec**

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 94, par. *f* and *g*)

See French Edition



c. C-16, r.6

Regulation respecting the procedure for conciliation and arbitration of accounts of chiropractors

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 88)

DIVISION I DEFINITIONS AND INTERPRETATION

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des chiropraticiens du Québec ;
- (b) “secretary” : the secretary of the Order ;
- (c) “chiropractor” : a member of the Order whose account is the object of a dispute with a client ;
- (d) “council” : the council for arbitration of accounts set up under Division III ;
- (e) “syndic” : the syndic, assistant syndic or one of the corresponding syndics of the Order.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II CONCILIATION

2.01. The syndic shall forward a copy of this Regulation to every person who so requests.

2.02. A client who has a dispute with a member of the Order with respect to the amount of an account for professional services must, before seeking arbitration, apply for conciliation by the syndic by duly completing and sending by registered or certified mail the form prescribed in Schedule 1.

2.03. The application for conciliation must be sent before the day on which an action for a claim concerning the account contested is served on behalf of the chiropractor upon the client.

2.04. Within 5 days from the date on which he receives the application for conciliation, the syndic shall forward the chiropractor a copy of such application by registered or certified mail.

2.05. The syndic shall proceed with the conciliation in the manner he deems most appropriate.

2.06. The syndic shall send a report of his conciliation to both parties as soon as possible and not later than 30 days from the date of receipt of the application for conciliation.

2.07. Where the conciliation has not brought about an agreement between the parties, the client may, within 15 days from the date of receipt of the syndic's report or, in default of such report, within 45 days from the date of receipt of his application for conciliation, have recourse to arbitration in accordance with Division III.

DIVISION III ARBITRATION

§1. Submission to arbitration

3.01.01. A client applies for arbitration by filing with the secretary 2 copies of a “submission to arbitration” drafted in the form prescribed in Schedule 2, duly completed and bearing his signature.

3.01.02. Within 5 days from the receipt of the application for arbitration, the secretary shall forward the chiropractor, by registered or certified mail, a copy of the submission to arbitration signed by the client.

3.01.03. Within 10 days from the receipt of such copy, the chiropractor must sign it and return it to the secretary.

§2. Formation of council

3.02.01. In order to settle the dispute between the client and the chiropractor, the Bureau shall set up an arbitration council composed of 3 members of the Order and designate a chairman from among them. The Bureau shall also appoint a clerk to assist the council in the exercise of its functions.

3.02.02. The clerk shall notify the arbitrators and the parties of the formation of the council.

3.02.03. (1) A motion for recusation of an arbitrator shall only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25) and must be forwarded in writing to the clerk, the arbitrators and the parties within 10 days from the day on which the party who invokes it becomes aware of the cause for recusation.

(2) The Bureau shall decide on the motion for recusation and, where applicable, designate a new arbitrator.

3.02.04. Before acting, the arbitrators must take the oath or make the affirmation of discretion prescribed in Schedule II of the Professional Code (R.S.Q., c. C-26).

3.02.05. In the case of the death or inability to act of one of the arbitrators, the others shall settle the matter and their decision shall be valid. If the chairman dies or is unable to act, the Bureau shall appoint as chairman one of the other 2 arbitrators of the council.

§3. Hearing

3.03.01. The chairman of the council shall fix the date, hour and place of the hearing. The clerk shall notify the parties in writing at least 10 days prior to such date.

3.03.02. The council may ask each party to submit, within a given time limit, a statement of his pretensions with documents in support thereof.

3.03.03. The council shall convene the parties, hear them, receive their evidence or, if they offer none, record their default.

3.03.04. The council shall proceed with dispatch to the bearing of the dispute according to the procedure and mode of evidence it deems appropriate.

3.03.05. The evidence shall not be recorded unless the council or one of the parties so requests. In the latter case, the party shall assume the cost thereof.

3.03.06. (1) The clerk shall draw up the minutes of the hearing and have them signed by the arbitrators.

(2) The minutes shall constitute *prima facie* proof of their content.

3.03.07. Articles 945 and 947 of the Code of Civil Procedure shall apply *mutatis mutandis* to the arbitration held in virtue of this Regulation.

§4. Arbitrary decision

3.04.01. The council must render its decision within 60 days following the end of the hearing, unless the parties agree in writing to extend that time limit.

3.04.02. The council decides as arbitrator and renders the decision it considers most appropriate.

3.04.03. (1) The decision is rendered by a majority of the members of the council ; failing such majority, the decision shall be left to the chairman.

(2) The decision must be well-founded and signed by the arbitrators who endorsed it ; if an arbitrator refuses to sign, the others must so indicate and the decision shall be as valid as if it had been signed by all of them.

(3) The clerk shall forward the decision to the parties without delay.

3.04.04. The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the adverse party.

3.04.05. (1) The decision must adjudge on the arbitration fees.

(2) The total amount of the arbitration fees shall in no case exceed 10% of the amount which is the object of the arbitration as fixed in section 3 of the submission to arbitration.

(3) Where an agreement is reached between the parties before the decision of the council is rendered, the latter shall nevertheless adjudge on the arbitration fees in accordance with this section.

3.04.06. The decision is final.

3.04.07. The complete record of arbitration is filed with the secretary who, unless explicitly authorized by the parties, shall issue a copy thereof in whole or in part only to the latter, their advocate, the syndic and members of the Bureau.

SCHEDULE 1

(s. 2.02)

APPLICATION FOR CONCILIATION

I, the undersigned,
(name and address)

.
in person or (where applicable) representing

..... for the purposes of this application, as attested by the authorization annexed hereto, being duly sworn, declare that :

(1) has claimed from me the sum
(name of chiropractor)

of for professional services rendered between and as attested to in the account annexed hereto ;

(2) I refuse to pay that account for the following reason(s) :

.....
.....
.....

but (where applicable) I acknowledge that I owe the sum of for the professional services referred to in such account ;

(3) I apply for conciliation by the syndic under Division II of the Regulation respecting the procedure for conciliation and arbitration of accounts of chiropractors (R.R.Q., c. C-16, r.6), of which I declare to have received a copy and taken cognizance.

Sworn to or solemnly declared before me

at

this 19... And I have signed

.....
commissioner for oaths

.....
(signature of client or his duly authorized representative)

SCHEDULE 2

(s. 3.01.01)

SUBMISSION TO ARBITRATION

Entered into by :

.....
(name and address)

in person or (where applicable) representing

for the purposes of this submission, as attested to by the authorization annexed hereto, hereinafter referred to as "party of the first part", and

.....
(name and address)

member of the Ordre des chiropraticiens du Québec, hereinafter referred to as "party of the second part", who make the following declarations and agreements :

(1) The party of the second part claims from the party of the first part the sum of

for professional services rendered between and as attested to by the account a copy of which is annexed hereto ;

(2) The party of the first part refuses to pay this account for the following reason(s) :

.....
.....
.....

but (where applicable) the party of the first part acknowledges that he owes the sum of for the professional services referred to in such account, and renounces to the benefit of any time elapsed with respect to the prescription of that sum ;

(3) The dispute between the parties bears on the entire account or (where applicable) on that part of the account which exceeds that which the party of the first part acknowledges that he owes to the party of the second part, namely the sum of ;

(4) The dispute between the parties will be settled by arbitration held in accordance with Division III of the Regulation respecting the procedure for conciliation and arbitration of accounts of chiropractors (R.R.Q., c. C-16, r.6), of which the parties declare having received a copy and taken cognizance ;

(5) The party of the second part binds himself, for the duration of the arbitration, not to claim before the civil courts that part of the account which is the object of the dispute ;

(6) The arbitrary decision binds the parties and the rules set forth in Book VII of the Code of Civil Procedure (R.S.Q., c. C-25) apply to its enforcement ;

(7) This submission may be annulled only with the written consent of the parties.

.....
(signature of client or his duly authorized representative)

.....
(signature of chiropractor)

Signed at Signed at

this 19... this 19...



c. C-16, r.7

Regulation respecting the procedure of the professional inspection committee of chiropractors

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 90)

DIVISION I DEFINITIONS AND INTERPRETATION

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “committee” : the professional inspection committee ;
- (b) “Order” : the Ordre des chiropraticiens du Québec ;
- (c) “records” : the records, books and registers relating to the practice of the profession by a member of the Order and including :
 - i. among the records, books and registers of his employer or colleagues, the documents in which he has in fact collaborated ; and
 - ii. a good that has been entrusted to him by a customer ;
- (d) “investigator” : the committee, one of its members or a person authorized to assist the committee in the exercise of its functions.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II COMMITTEE

2.01. The committee is composed of 3 members appointed by the Bureau from among the professionals who have been practising for at least 3 years.

2.02. The committee shall hold its sittings on the dates and at the places determined by it or by its chairman.

2.03. The Bureau of the Order designates the chairman and the secretary of the committee.

2.04. The office of the committee is situated at the corporate seat of the Order. All the minutes, reports and other documents of the committee are kept in the said office.

DIVISION III DRAWING UP OF A PROFESSIONAL RECORD

3.01. As its activities progress, the committee shall draw up and keep up-to-date a professional record for each member of the Order who is the object of an inspection under this Regulation.

3.02. The professional record contains a summary of the professional's academic qualifications and experience as well as all the records pertaining to the inspection of which he is the object under this Regulation.

3.03. A professional is entitled to consult his record and to obtain a copy thereof.

DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION

4.01. The committee shall supervise the practice of the profession by the members of the Order according to the programme established by it.

4.02. Each year, the Bureau shall publish the committee's general supervision programme in the bulletin of the Order.

4.03. At least 15 days before the date fixed for the inspection of a professional's records and dispensary by an investigator, the committee shall, through its secretary, send the professional in question, by registered or certified mail, a notice in accordance with the form in Schedule 1.

4.04. If a professional cannot receive an investigator on the prescribed date, he must, upon receipt of the notice, notify the secretary of the committee and decide on another date with him.

4.05. When an investigator ascertains that the professional was unable to take cognizance of the notice referred to in section 4.03, he shall so inform the committee which shall fix a new date for the verification and notify the professional thereof.

4.06. An investigator must, if so required to do, submit a certificate attesting to his capacity, signed by the secretary of the committee.

4.07. The professional whose records are the object of verification and whose dispensary is the object of inspection, may be present or be represented by a mandatory.

4.08. If he has reason to believe that the committee should subject a professional to special inquiry, the investigator shall draw up a verification report and forward it to the committee for study within 15 days following his verification.

DIVISION V SPECIAL INQUIRY INTO THE COMPETENCE OF A PROFESSIONAL

5.01. At the request of the Bureau or on its own initiative, the committee or one of its members shall make a special inquiry into the competence of a professional, or designate an investigator for such purpose.

5.02. (1) At least 5 clear days before the date of the special inquiry, the committee shall, through its secretary, send to the professional in question and to the Bureau, by registered or certified mail, a notice in accordance with the form in Schedule 2.

(2) Notwithstanding subsection 1, where the sending of a notice could jeopardize the objects for which a special inquiry is to be held, the committee may authorize an investigator to make such inquiry without such notice.

5.03. An investigator may give the employer, representative or employee of a professional notice to examine the records and dispensary of that professional.

5.04. Where records are held by a third party, the professional must, at the investigator's request, authorize the latter to take cognizance or a copy thereof.

5.05. An investigator may request that a person who makes a declaration to him relative to an inquiry attest such declaration under oath of by solemn affirmation.

5.06. If the professional refuses to receive an investigator, the latter shall immediately notify the syndic.

5.07. The investigator shall draw up a report and forward it to the committee for study within 30 days after termination of his inquiry.

5.08. Sections 4.06 and 4.07 shall apply *mutatis mutandis* to an inquiry held under this Division.

DIVISION VI RECOMMENDATIONS OF THE COMMITTEE

6.01. Where the committee, after study of an investigator's report, has reason to believe that it is not expedient to recommend to the Bureau that a professional be required to serve a period of refresher training and that the right of such professional to engage in professional activities during such period be restricted, it shall notify the Bureau and the professional in question within 15 days following its decision.

6.02. Where the committee, after study of an investigator's report, has reason to believe that it is expedient to recommend to the Bureau that a professional be required to serve a period of refresher training and that the right of such professional to engage in professional activities during such period be restricted, it must permit the professional in question to present a full and complete defence relative to the appraisal of his competence.

6.03. For such purpose, the committee shall convene the professional and send him, by registered or certified mail, 15 days before the date fixed for the hearing, the following information and documents :

(a) a notice specifying the date and time of the hearing ;

(b) a statement of the facts and reasons for convening him before the committee ; and

(c) a copy of the report made by the investigator concerning him.

6.04. A professional or witness summoned before the committee may be assisted by an advocate.

6.05. The committee shall receive the oath or solemn affirmation of the professional and the witnesses through the intermediary of a commissioner for oaths.

6.06. The hearing shall be held *in camera* unless the committee, at the request of the professional, considers that it is in the public interest that it not be held in this manner.

6.07. The committee may proceed *ex parte* if the professional does not appear on the date and at the time prescribed.

6.08. The depositions shall be recorded at the request of the professional or of the committee.

6.09. (1) The committee and the professional shall pay their own expenses, with the exception of recording fees which shall be shared equally between them.

(2) Notwithstanding subsection 1, where the recording of depositions is made at the request of the committee, the latter shall pay all the fees.

6.10. In its recommendations concerning a professional, the committee shall take into account the type of professional activities in which the professional is generally engaged.

6.11. The recommendations of the committee are made by the majority of its members within 90 days after the end of the hearing. They shall be justified, signed by the members of the committee who made them and forwarded to the Bureau and the professional in question without delay.

6.12. The committee may also make recommendations to the Bureau on the refresher training periods organized by the Order for its members.

6.13. When the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code (R.S.Q., c. C-26) might be laid against a professional, it shall notify the syndic of the Order.

DIVISION VII DECISION OF THE BUREAU

7.01. The Bureau shall study the recommendations of the committee at the first meeting held following their receipt ; it shall take the decision it deems appropriate and notify the professional and the committee as soon as possible.

SCHEDULE 1 (s. 4.03)

ORDRE DES CHIROPRACTIENS DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

Notice of verification

Notice is given that, within the framework of the programme for general supervision of the practice of the

profession, an investigator from our committee will verify your records, books and registers and inspect your dispensary on 19... at h

Signed at
on 19...

The professional inspection committee

Per :
secretary of the committee

SCHEDULE 2 (s. 5.02)

ORDRE DES CHIROPRACTIENS DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

Notice of special inquiry

Notice is given that, at the request of the Bureau (or on its own initiative), the committee has designated an investigator to make a special inquiry into your professional competence on 19... at h

Signed at
on 19...

The professional inspection committee

Per :
secretary of the committee



c. C-16, r.8

Regulation respecting advertising by chiropractors

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 92)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des chiropraticiens du Québec ;
- (b) “chiropractor” : a person entered on the roll of the Order.

1.02. The interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

1.03. The chiropractor may only advertise that which is prescribed in this Regulation and under the conditions described herein.

DIVISION II PROFESSIONAL CARD AND STATIONERY

2.01. A chiropractor may enter on his professional card or on any other stationery :

- (a) his name, the names of his partners, the chiropractors employed by him and other professionals who practise with him ;
- (b) the word “chiropractor” or the words “doctor of chiropractic” or the siglum D.C. ;
- (c) his specialty, if he has a specialist’s certificate recognized by the Order ;
- (d) his academic titles or their abbreviation ;
- (e) the address of his consulting office, his telephone number and business hours. In order to easily identify the location of his consulting office a chiropractor may use, in particular, the following terms : near, neighbouring on, across from, above, below, behind, in front of, building, corner ;

(f) his graphic sign and where applicable, that of his employer ;

(g) where applicable, the name of the chiropractic clinic or chiropractic centre in which he practises his profession ;

(h) the number of his permit to practise ;

(i) where applicable, the title of his position related to the practice of his profession ;

(j) mention of a special service, in particular an emergency service, a home service, an intensive care service, an outpatient clinic, a diagnosis service ;

(k) a form used to indicate the hours of appointment ;

(l) the following words : “information booklets or folders available on request”.

2.02. The professional card shall not measure more than 66 square centimetres flat and may be folded only once.

DIVISION III INFORMATION MEDIA AND PRINTED MATTER

3.01. A chiropractor may publish or allow to be published in newspapers, magazines, periodicals, directories or other printed matter an advertisement containing all or part of the data set forth in section 2.01. Such advertisement may not, however, exceed one square decimetre and shall not appear more than once in the same issue of a newspaper, magazine, periodical, directory or other printed matter.

Such advertisement may, however, appear more than once in the same issue of a telephone directory.

3.02. Upon his first entry on the roll of the Order, the opening or closing of his consulting office, his admission to an office of chiropractors or an establishment, his appointment to a post related to the practice of his profession or his obtaining an academic title or a specialist’s certificate recognized by the Order, a chiropractor may publish or allow to be published his photograph and biographical data in newspapers, periodicals or other printed matter.

Such advertisement may only appear once in the same issue of a newspaper, periodical or other printed matter.

The photograph authorized in the first paragraph shall not exceed 64 square centimetres.

The chiropractor may also, under the same circumstances, hold a press conference or be the subject of a media report.

3.03. A chiropractor may advertise by cards, circulars or any other writing distributed from door to door, through the mail, duly sealed, or otherwise, mentioning the opening of his consulting office, a change of address or a change in his professional field of practice.

3.04. A chiropractor may publish or allow to be published, for his clients or for distribution upon a request for services, a booklet or folder intended exclusively for his advertising and in which may appear :

- (a) all or part of the items mentioned in section 2.01 ;
- (b) information drafted in a literary form and illustrations on the organization of his office, his qualifications and professional accomplishments.

DIVISION IV SIGNS OR PLATES

4.01. The chiropractor may post up a sign containing all or part of the items mentioned in section 2.01 on one of the outer walls of the immovable in which his consulting office is situated or on the land on which the immovable is built.

If the immovable in which his consulting office is situated is at a crossroads, the chiropractor may post such sign on the outer or adjoining walls or on the land facing each of the converging roads.

4.02. Inside his consulting office the chiropractor may post a sign conspicuous to the public containing all or part of the items mentioned in section 2.01.

4.03. Signs authorized under this Division shall not exceed 54 square decimetres. Such signs may emit a steady light.



c. C-16, r.9

Regulation respecting refresher training periods for chiropractors

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 94)

DIVISION I GENERAL PROVISIONS

1.01. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : the Ordre des chiropraticiens du Québec ;
- (b) “chiropractor” : a person whose name is entered on the roll of the Order ;
- (c) “training period” : a refresher training period contemplated by this Regulation ;
- (d) “trainer chiropractor” : a chiropractor required to serve a training period ;
- (e) “tutor” : a chiropractor responsible for verifying whether a training period or part of a training period is in conformity with the objectives and the terms and conditions determined by the Bureau.

1.02. The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

DIVISION II TRAINING PERIOD

2.01. The Bureau may, if it considers that the level of competence of a chiropractor does not meet the standards required for the protection of the public, oblige a chiropractor to serve a training period where :

- (a) his name is entered on the roll more than 5 years since he obtained his permit or more than 5 years after the date on which he was entitled to the issuance of such permit ;
- (b) his name is re-entered on the roll after failing to be entered thereon for more than 5 years ;

(c) his name is re-entered on the roll after having been struck off for more than 5 years ;

(d) he is the subject of a recommendation to that effect by the professional inspection committee or the committee on discipline pursuant to section 113 or 160 of the Professional Code (R.S.Q., c. C-26) ;

(e) he has served a training period considered, in virtue of section 2.10, not to be in conformity with the objectives and the terms and conditions determined by the Bureau.

2.02. A training period may not be prescribed more than 90 days from the time when a chiropractor is liable to be required to serve it, except in cases where the courses required are not available within the aforesaid time period.

2.03. A training period may, in particular, consist of one or several of the following activities :

- (a) a practical training period ;
- (b) studies ;
- (c) courses ;
- (d) research work.

2.04. A training period may not exceed 1 000 hours, nor extend over a period of more than 12 consecutive months.

2.05. The Bureau’s decision to require a chiropractor to serve a training period must specify the objectives, the duration and the terms and conditions of that training period.

2.06. The Bureau shall determine the place where and the time when the training period must be held and, where necessary, designate one or several tutors.

2.07. A tutor shall submit a report to the Bureau within 5 days after completion of his mandate stating, with supporting grounds, whether the trainee chiropractor acted, while under his supervision, in conformity with the objectives and the terms and conditions determined by the Bureau.

2.08. The trainee chiropractor or his tutor may be required to submit additional reports to the Bureau on the dates determined by the latter.

2.09. The tutor must also send the trainee chiropractor a copy of the report at the same time that he submits that report to the Bureau pursuant to section 2.07 or 2.08.

2.10. After study of each of the reports required in virtue of sections 2.07 and 2.08, the Bureau shall decide, within 45 days after completion of the training period, whether it is in conformity with the objectives and the terms and conditions it has determined.

DIVISION III

LIMITATION OF PROFESSIONAL ACTIVITIES

3.01. The Bureau may, if it so considers necessary for the protection of the public, limit the trainee chiropractor's right to practise during all or part of the training period, particularly in any of the following ways :

(a) by determining when and where he is authorized or not authorized to practise ;

(b) by determining the professional acts which he is authorized or not authorized to perform ;

(c) by requiring that the professional acts that he is authorized to perform, or certain of them, be performed under the supervision of another chiropractor or group of chiropractors.

3.02. The Bureau's decision to limit a trainee chiropractor's right to practise must be transmitted to his employer, where applicable.

DIVISION IV

DECISIONS OF THE BUREAU

4.01. Before prescribing a training period or limiting a trainee chiropractor's right to practise, the Bureau must give the chiropractor concerned the opportunity to be heard. For such purpose, the Bureau must give the chiropractor a written notice of a least 5 days of the date of the hearing.

4.02. The reasons for a decision prescribing a training period, limiting a trainee chiropractor's right to practise, or ruling on the validity of a completed training period must be given in writing and served on the chiropractor concerned in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or sent to him by registered or certified mail.

4.03. The Bureau's decision prescribing a training period or limiting a trainee chiropractor's right to practise shall take effect 30 days after being sent to or served on the latter.

4.04. During the training period, the Bureau may, upon a well-founded request by the trainee chiropractor and communicated to his tutor, reduce the duration and requirements of the training period and, where applicable, reduce the conditions of limitation of the trainee chiropractor's right to practise.

4.05. A chiropractor is required to comply with every decision of the Bureau rendered in accordance with this Regulation.



c. C-16, r.10

Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des chiropraticiens du Québec

Chiropractic Act
(R.S.Q., c. C-16)

Professional Code
(R.S.Q., c. C-26, s. 65)

DIVISION I GENERAL PROVISION

1.01. The delimitation of the territorial regions of Québec into regions for the purpose of holding elections to the Bureau of the Ordre des chiropraticiens du Québec shall be as follows :

- (a) where the Order has less than 500 members, Division II of the Regulation shall apply ;
- (b) where the Order has from 500 to 1 500 members, Division III of the Regulation shall apply.

DIVISION II TERRITORY OF QUÉBEC DIVIDED INTO 5 REGIONS

2.01. In order to ensure adequate regional representation on the Bureau of the Ordre des chiropraticiens du Québec, the territory of Québec is divided into 5 regions :

- (a) the Montréal region ;
- (b) the Québec region ;
- (c) the Trois-Rivières — Eastern Townships region ;
- (d) the Eastern Québec region ;
- (e) the Outaouais — Northwest region.

2.02. The Montréal region comprises region 6 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8).

The Québec region comprises region 3 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Trois-Rivières — Eastern Townships region comprises regions 4 and 5 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Eastern Québec region comprises regions 1, 2, 9 and 10 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Outaouais — Northwest region comprises regions 7 and 8 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

2.03. Two directors shall be elected to represent the Montréal region, 1 for the Québec region, 1 for Trois-Rivières — Eastern Townships region, 1 for the Eastern Québec region and 1 for the Outaouais — Northwest region.

2.04. If the president is elected by a general vote, the Bureau shall consist of 9 persons including the president.

If the president is elected by a vote of the elected directors, the Bureau shall consist of 8 persons including the president.

DIVISION III TERRITORY OF QUÉBEC DIVIDED INTO 7 REGIONS

3.01. In order to ensure adequate regional representation on the Bureau of the Ordre des chiropraticiens du Québec, the territory of Québec is divided into 7 regions :

- (a) the Montréal region ;
- (b) the Québec region ;
- (c) the Trois-Rivières region ;
- (d) the Eastern Québec region ;
- (e) the Saguenay — Lac-Saint-Jean region ;
- (f) the Outaouais — Northwest region ;
- (g) the Eastern Townships region.

3.02. The Montréal region comprises region 6 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Québec region comprises region 3 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Trois-Rivières region comprises region 4 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Eastern Québec region comprises regions, 1, 9 and 10 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Saguenay — Lac-Saint-Jean region comprises region 2 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Outaouais — Northwest region comprises regions 7 and 8 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Eastern Townships region comprises region 5 whose territory is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

3.03. Four directors shall be elected to represent the Montréal region, 3 for the Québec region, 2 for the Trois-Rivières region, 1 for the Eastern Québec region, 1 for the Saguenay — Lac-Saint-Jean region, 1 for the Outaouais — Northwest region and 1 for the Eastern Townships region.

3.04. If the president is elected by a general vote, the Bureau shall consist of 17 persons including the president.

If the president is elected by a vote of the elected directors, the Bureau shall consist of 16 persons including the president.

DIVISION IV

FINAL PROVISION

4.01. A chiropractor shall vote in the region in which he principally practises his profession for the candidates of that region. He shall vote, in addition, for a candidate for the office of president where the latter is elected by a general vote.



c. CIN., r.1

Regulation respecting the establishment and operation of outdoor theatres

Cinema Act

(R.S.Q., 1964, c. 55, s. 22 ; am. S.Q., 1966-1967, c. 22)

1. In this Regulation, the following expressions mean :

(a) “applicant” : a person who applies for a permit for the equipping, alteration or operation of an outdoor theatre ;

(b) “Minister” : the Minister of Cultural Affairs ;

(c) “Act” : the Cinema Act (R.S.Q., 1964, c. 55 ; am. S.Q., 1966-1967, c. 22).

2. The application for a special permit for the equipment or alteration of an outdoor theatre contemplated in section 22 of the Act, shall be made in accordance with Form A hereto annexed.

3. When applying for a permit to set up an outdoor theatre, the applicant must attach to Form A the following documents :

(a) as required under section 22 of the Act, a certified copy of the resolution of the council of the municipality, indicating if there are any public and private institutions, or public services within a radius of 2 miles of the proposed site ;

(b) a plan and cadastral description of the land on which will be located the outdoor theatre ;

(c) a copy of his title-deed to the land ;

(d) a preliminary plan of the setting-up of the outdoor theatre ;

(e) if the applicant is a corporation :

i. a photocopy of his letters patent ;

ii. in the case of a new corporation, the opening balance-sheet, duly certified by a chartered accountant ; in the case of a corporation already doing business, a *pro forma* balance-sheet making effective the setting-up of an outdoor theatre ;

iii. the names of the shareholders and the number and classes of shares held by each one ;

iv. the terms and conditions of payment and the sources of its financing ;

v. a sworn statement to the effect that a minimum of 20 000 \$ of the share-capital has been subscribed to and paid for out of a total of 100 000 \$, at least 40 000 \$ for assets of 200 000 \$, and at least 50 000 \$ for assets of 300 000 \$ or more ;

(f) if the applicant is an individual :

i. a balance-sheet duly certified by a chartered accountant ;

ii. a sworn statement to the effect that :

(A) the assets exceed the liabilities by at least 20 000 \$ on an estimated cost of 100 000 \$, at least 40 000 \$ on an estimated cost of 200 000 \$, and at least 50 000 \$ on an estimated cost of 300 000 \$ or more ;

(B) he is a Canadian citizen domiciled in Québec.

4. The permit to set up an outdoor theatre shall be declared invalid if work on the theatre grounds has not been started within the 8 months following the date of issue of the permit.

5. In order to alter a permit to set up an outdoor theatre, the applicant must annex the following documents to Form A :

(a) a certified copy of the resolution of the council of the municipality, authorizing the proposed alterations ;

(b) the plans for altering an outdoor theatre.

6. In order to alter an outdoor theatre, the applicant must annex the following documents to Form A :

(a) a certified copy of the resolution of the council of the municipality, authorizing the proposed alterations ;

(b) a permit as required under subsection 3 of section 4 respecting the Public Buildings Safety Act (R.S.Q., c. S-3) ;

(c) the plan for altering an outdoor theatre.

7. The application for an operating permit for an outdoor theatre contemplated in section 22 of the Act, must be made in accordance with Form B hereto annexed.

8. The applicant must annex to Form B, the following documents :

(a) a certificate as required under section 6 of the Public Buildings Safety Act, attesting to the fact that the outdoor theatre, for which an operating permit is required,

has been equipped according to the Act and of its regulations ;

(b) copy of the contract drawn up between the proprietor of the outdoor theatre and the applicant, if the latter is not the proprietor ;

(c) a certified balance-sheet of the last financial year dating back not more than 6 months ;

(d) a detailed account of the principal debts ;

(e) copy of the annual report presented to the Service des compagnies of the Ministère des Institutions financières et Coopératives ;

(f) if a corporation is involved, a sworn statement to the effect that a minimum of 20 000 \$ of the share-capital has been subscribed to and paid for out of a total of 100 000 \$, at least 40 000 \$ for assets of 200 000 \$, and at least 50 000 \$ for assets of 300 000 \$ or more ;

(g) if an individual is involved, a sworn statement to the effect that :

i. the assets exceed the liabilities by at least 20 000 \$ on an estimated cost of 100 000 \$, at least 40 000 \$ on an estimated cost of 200 000 \$, and at least 50 000 \$ on an estimated cost of 300 000 \$ or more ;

ii. he is a Canadian citizen domiciled in Québec.

9. The Minister or such person as authorized by him may, at any time, demand of any person applying for or having obtained a permit to set up or to operate an outdoor theatre, information and documents required by law or other regulations, or any other relevant documents.

The first paragraph of section 6 and sections 9, 10, 11, 12 and 13 of the Act respecting public inquiry commissions (R.S.Q., c. C-37) apply, *mutatis mutandis*, to the inquiries made pursuant to this Regulation.

Any person authorized by the Minister to make such inquiries shall, before undertaking them, be sworn in before a judge of the Provincial Court as required by the said Act, *mutatis mutandis*.

10. The operating permit for an outdoor theatre shall expire on 31 March of each year and shall be renewable annually.

11. The holder of an operating permit for an outdoor theatre must place such permit in a conspicuous place at the entrance of an outdoor theatre.

12. The screen of an outdoor theatre must be guaranteed by a professional engineer as being capable of sustain-

ing a pressure of 30 pounds per square foot. The supporting structure shall be made of reinforced concrete or steel.

If the outdoor theatre is built next to an express highway, the picture must not be visible from the road.

In all other cases, the screen must be built not less than 200 feet from the public highway and when the picture is visible from the highway, the distance between the latter and the screen should cover at least 1 000 feet.

13. The projection booth to be completely fireproof must have measurements of not less than 18 feet long by 16 feet wide and 8 feet high. A toilet and hand-basin must be within the reach of the projectionist.

14. Parking ramps shall be one-way. Posts holding the loud-speakers shall be at a distance of at least 20 feet in width and 38 feet in depth.

15. The sound shall be transmitted to motor vehicles by loud-speakers.

16. (1) The entrance and exit of the outdoor theatre shall be lighted on the entire length and paved for a distance of at least 100 feet from the public highway.

(2) The exit must be at a right angle with the public highway and allow only 2 cars simultaneously to reach the highway.

(3) The entrance must be capable of absorbing a minimum of 15% of the total capacity of the outdoor theatre or any other percentage having regard to the intensity of the traffic.

(4) The peripheric lanes of the outdoor theatre shall be lighted at a minimum every 100 feet and on its entire length.

17. The minimum sanitary facilities required in an outdoor theatre are the following :

Number of vehicles	Men's washroom	Women's washroom
less than 400	2 urinals 2 toilets 2 hand-basins	2 toilets 2 hand-basins
from 401 to 600	3 urinals 3 toilets 2 wash-basins	4 toilets 2 wash-basins
from 601 to 800	4 urinals 4 toilets 3 wash-basins	6 toilets 3 wash-basins

• • • • •
President

• • • • •
Secretary

To the Minister of Cultural Affairs

(applicant)

I carry on business under my personal name or under the name of

We carry on business under our personal names or under the name of

(attach photocopy of the incorporation certificate or a true copy of the company contract)

My business address in Québec is

The address of our main office in Québec is

The outdoor theatre will be set up in the municipality of
in the electoral district of

It will be called

and its capacity will be

Name and address of the owner of the land on which will be located the outdoor theatre

.....
Signatures of all interested parties :

3

FORM B

(ss. 7 and 8)

REQUEST

To the Minister of Cultural Affairs

.....

 (applicant)

hereinafter called the applicant (or applicants) begs the Minister of Cultural Affairs to grant him an annual permit to operate an outdoor theatre, and in view thereof the undersigned declares :

I carry on business under my personal name or under the name of

We carry on business under our personal names, or under the name of

My business address in Québec is

The address of our main office in Québec is

The outdoor theatre is called

Name and address of the owner of the land on which will be located the outdoor theatre

Permit to set up an outdoor theatre was issued on

Number of vehicles which may be admitted

The opening is scheduled for

.....
Signatures of all interested parties :

REQUEST

To the Minister of Cultural Affairs

Applicant
 (name of the company)

Head office

Main office in Québec

A resolution proposed by the directors, copy of which is annexed, and requesting an annual permit to operate an outdoor theatre was adopted by the directors at a meeting held on

Name of the outdoor theatre

Date of issue of the permit to set up an outdoor theatre

Number of vehicles which may be admitted

The opening is scheduled for

Name, address and occupation of each of the directors of the company

The applicant therefore begs the Minister of Cultural Affairs to grant him an annual permit to operate an outdoor theatre.

Given at, this

day of

.....
President

.....
Secretary

O.C. 3846-68, (1968) 100 O.G., 6739

O.C. 2522-69, (1969) 101 O.G., 4891

O.C. 4115-70, (1970) 102 O.G., 6731



c. CIN., r.2

Regulation of the Bureau de surveillance du cinéma

Cinema Act

(R.S.Q., 1964, c. 55, s. 18; am. S.Q., 1966-67, c. 22)

1. In this Regulation, the following expressions mean :

- (a) "Board" : the Bureau de surveillance du cinéma ;
- (b) "distributor" : a person doing business as a film exchange, as defined in subsection 2 of section 23 of the Licenses Act (R.S.Q., c. L-3) ;
- (c) "Act" : the Cinema Act (R.S.Q., 1964, c. 55 ; am. S.Q., 1966-67, c. 22).

2. A person who submits a cinematographic film for examination by the Board must do so in its entirety as approved by the country of origin and accompany such film with a registration card duly filled, giving the name of the distributor, the title of the film registered in the country of origin, the nationality of the film, the year of its production, its length, its format and other information deemed necessary by the Board.

3. The chairman of the Board may require the production of supplementary documents and information respecting any cinematographic film that is under examination by the Board.

4. A cinematographic film made in a tongue other than English or French shall be examined by the Board with the assistance of an interpreter engaged by the Board and remunerated by the distributor at the current rate.

5. The Board shall assign a registration number to each cinematographic film submitted to it for examination. Such number, perforated on the classification band shall appear on the registration card, the index-card filed in the archives of the Board and as visa number, in a prominent manner, on the film.

6. The delay for examination of a cinematographic film submitted to the Board for approval shall be at least 10 working days from the date of registration.

7. A person who has submitted a cinematographic film for examination by the Board may, if the Board refuses a

visa for such film, submit an amended version thereof, accompanied by the cuts and an analytical and descriptive list of such cuts with their length.

8. If the amended version of a cinematographic film receives a visa from the Board, the cuts made shall be kept by the Board as long as the cinematographic film is shown in Québec. Such cuts shall be returned to the persons who submitted the cinematographic film to the Board when such person informs the Board, in writing, that such film will no longer be shown in Québec. He shall then return to the Board the seals appearing on the film and the classification band.

9. The delay for appeal from a decision of the Board shall be 15 working days from receipt of the decision. In no case shall an appeal from a decision of the Board be taken after the cinematographic film has been shown in Québec.

10. Five or more members designated by the chairman shall constitute a quorum of the Board sitting in revision.

11. The chairman of the Board may at any time require that a cinematographic film already approved be returned to the Board for a new examination.

12. At the examination of a cinematographic film contemplated in section 11, the Board may maintain the visa which it has already granted, or withdraw it, or grant a new one.

13. A cinematographic film submitted for examination to the Board shall not obtain a visa until all its publicity has been submitted, and duly approved by the Board.

14. The film announcement or introductory strip must meet the standards of the class for all and bear a visa to that effect.

15. The publicity respecting a cinematographic film must indicate :

- (a) the title as approved by the Board ;
- (b) the class in which it has been classified by the Board and the prescribed conditions ;
- (c) in the cases of dubbed or sub-titled films all the details respecting language or other details.

16. The approval of a cinematographic film by the Board must appear on the film by means of a visa bearing the arms of Québec and the registration numbers conspicuously shown. Such number shall be identical to that which appears on the registration card of the film.

17. A classification band must encircle the first reel and indicate the title of the film, the number of reels, the length, the distributor's name, the date of approval and the class of spectators for whom the film is intended. The visa number shall be entered in perforated characters on the classification band.

18. An introduction prepared by the Board and mentioning the class of spectators for whom the cinematographic film has been approved must precede the title of the film.

19. The Board may authorize the showing of a cinematographic film by means of a special visa, in the case of a short length film of a didactic, clinical, scientific or experimental nature.

20. The fees for examining a cinematographic film other than those specified in section 21 submitted in the original or in an amended version shall be :

(a) in the case of a cinematographic film of 35mm, or more, submitted to the Board by a distributor — 5 \$ for a film of 500 feet or less and, if the said film exceeds 500 feet, 5 \$ for each length of 500 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 10 \$ for a film of 500 feet or less or, if the said film exceeds 500 feet, 10 \$ for each length of 500 feet or less ;

(b) in the case of a cinematographic film of less than 35 mm, submitted to the Board by a distributor — 2,50 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 2,50 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 5 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 5 \$ for each length of 400 feet or less.

21. The fees for examining a cinematographic film falling into 1 of the following 3 categories submitted in the original or in an amended version shall be :

(a) for a Québec-produced film regardless of length, 1 \$ per film ;

(b) for a French-language film :

i. in the case of a cinematographic film of 35 mm, or more, submitted to the Board by a distributor — 2,50 \$ for a film of 500 feet or less and, if the said film exceeds 500 feet, 2,50 \$ for each length of 500 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 5 \$ for a film of 500 feet or less or, if the said film exceeds 500 feet, 5 \$ for each length of 500 feet or less ;

ii. in the case of a cinematographic film of less than 35 mm, submitted to the Board by a distributor — 1,25 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 1,25 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 2,50 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 2,50 \$ for each length of 400 feet or less ;

(c) for a film dubbed in French or with French subtitles :

i. in the case of a cinematographic film of 35 mm or more, submitted to the Board by a distributor — 4 \$ for a film of 500 feet or less and, if the said film exceeds 500 feet, 4 \$ for each length of 500 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 8 \$ for a film of 500 feet or less or, if the said film exceeds 500 feet, 8 \$ for each length of 500 feet or less ;

ii. in the case of a cinematographic film of less than 35 mm, submitted to the Board by a distributor — 2 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 2 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 4 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 4 \$ for each length of 400 feet or less.

22. The fees for examining a cinematographic film other than those specified in section 23 submitted to the Board sitting in review are :

(a) in the case of a cinematographic film of 35 mm or more, submitted to the Board by a distributor — 10 \$ for a film of 1 000 feet or less or, if the said film exceeds 1 000 feet, 10 \$ for each length of 1 000 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 20 \$ for a film of 1 000

feet or less or, if the said film exceeds 1 000 feet, 20 \$ for each length of 1 000 feet or less ;

(b) in the case of a cinematographic film of less than 35 mm, submitted to the Board by a distributor — 4 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 4 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 8 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 8 \$ for each length of 400 feet or less.

23. The fees for examining a cinematographic film falling into one of the 3 following categories submitted to the Board sitting in review shall be :

(a) for a Québec-produced film regardless of size, 1 \$ per film ;

(b) for a French-language film :

i. in the case of a cinematographic film of 35 mm or more, submitted to the Board by a distributor — 5 \$ for a film of 1 000 feet or less or, if the said film exceeds 1 000 feet, 5 \$ for each length of 1 000 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 10 \$ for a film of 1 000 feet or less or, if the said film exceeds 1 000 feet, 10 \$ for each length of 1 000 feet or less ;

ii. in the case of a cinematographic film of less than 35mm, submitted to the Board by a distributor — 2 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 2 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 4 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 4 \$ for each length of 400 feet or less ;

(c) for the film dubbed in French or with French subtitles :

i. in the case of a cinematographic film of 35mm or more, submitted to the Board by a distributor — 8 \$ for a film of 1 000 feet or less or, if the said film exceeds 1 000 feet, 8 \$ for each length of 1 000 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor : — 16 \$ for a film of 1 000 feet or less or, if the said film exceeds 1 000 feet, 16 \$ for each length of 1 000 feet or less ;

ii. in the case of a cinematographic film of less than 35mm, submitted to the Board by a distributor — 3,20 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 3,20 \$ for each length of 400 feet or less.

If the cinematographic film is submitted to the Board by a person other than a distributor — 6,40 \$ for a film of 400 feet or less or, if the said film exceeds 400 feet, 6,40 \$ for each length of 400 feet or less.

24. In any hall where a cinematographic film contemplated in the for all class is shown, the owner, manager or any other person responsible for such hall must ensure safety of spectators by having, permanently, at least 1 supervisor in halls of less than 500 seats, and at least 2 supervisors in halls of 500 seats or more.

25. The supervisor mentioned in section 24 must be easily identifiable and see that the spectators do not run in the aisles or cause disorder or panic in any way.

26. On payment of the sum of 1 \$, a duplicate of the classification band of a cinematographic film, may, after verification, be obtained from the secretary of the Board, and also a certified copy of any regulation, order or other document of the Board.



c. C-18, r.1

By-law respecting conflicts of interest of members of the Institut québécois du cinéma

An Act respecting the cinema
(R.S.Q., c. C-18, s. 68)

1. A general declaration must be made by each member of the Institut québécois du cinéma at the time he takes office respecting any interest he may have in the film or audiovisual industry.

2. The general declaration must be made at the beginning of each financial year even if no change has occurred in the preceding year.

3. If a change occurs during the year with regard to the interests that a member has in the film or audio-visual industry, he shall inform the President of the Institut in writing within 7 days after the change occurs.

The member must report the change verbally at the first meeting of the Institut following that change.

The member must then give the exact date on which the change occurred and the exact date on which the President was or will be notified in writing so that the declaration will be recorded in the minutes of that meeting.

4. Both the general manager and the personnel of the Institut are subject to the obligation to make a general declaration of their interests in the film and audio-visual industry.

They must notify the President in writing of any change within 7 days following that change and submit a new declaration at the beginning of each fiscal year.

5. In the case of a declaration of interest in a private company, the person making the declaration must specify whether he holds more or less than 15% of the shares or property of the firm, whether he participates in its financing and in what proportion. Moreover, he must declare whether or not he has a controlling interest in the firm and whether or not he controls its board of directors.



c. C-18, r.2

**Règlement sur le pouvoir de certains
membres de l'Institut québécois du
cinéma d'engager cet Institut**

An Act respecting the cinema
(R.S.Q., c. C-18, ss. 68 and 70)

See French Edition



c. C-19, r.1

Regulation respecting the application of section 89 of the Cities and Towns Act

Cities and Towns Act
(R.S.Q., c. C-19, s. 89)

1. Unless otherwise provided for in this Regulation, the documents in the custody of the clerk, treasurer or director of finance must be kept permanently.

2. On resolution of the council, the originals and copies of the documents referred to in section 1 may be withdrawn from the custody of the clerk, treasurer or director of finance and sent to the Keeper of the Archives nationales after an agreement with the latter where they date back to over 30 years ago.

3. On resolution of the council, the originals and copies of the following documents may be withdrawn from the custody of the clerk, treasurer or director of finance and sent to the Keeper of the Archives nationales after an agreement with the latter, effective from the day given in each case :

(a) any traffic circulation plan showing the location of traffic lights, maximum speed limits, one-way streets and other provisions related to the control of traffic and parking : effective from the day on which the new traffic circulation plan is put into force ;

(b) any construction plan of a municipal building : effective from the day on which the building is substantially destroyed ;

(c) any plan of a park or playground : effective from the day on which the park or playground ceases to exist, or effective from the day on which its facilities are substantially modified through the destruction, removal or moving of structures and equipment ;

(d) any report, paper or other document submitted by an officer : effective from the date of the resolution of the council provided for in this section ;

(e) any document establishing the results of a municipal census : effective from the day on which the preparation of a document establishing the results of a subsequent municipal census relating to the same subjects is completed ;

(f) any periodic report made to the council by the chief of police on the activities of his service : upon the expiry of a 2 year period beginning on the day on which the report is sent ;

(g) any budget and programme of capital expenditures of the municipality : upon the expiry of a 10-year period beginning on the day on which it was adopted by the council ;

(h) any account book or part thereof : upon the expiry of a 10-year period beginning on the day on which the most recent entry was made in the account book or part thereof ;

(i) any municipal electoral list : upon the expiry of a 6-year period beginning on the date of its coming into force ;

(j) any report of the chairman of a municipal election : upon the expiry of a 6-year period beginning on the day on which it is sent to the clerk ;

(k) the report of the auditors : upon the expiry of a 6-year period beginning on the day on which it is filed with the council.

4. The clerk, treasurer or director of finance shall submit to the council an inventory of the documents that will be sent to the Keeper or destroyed.

5. The documents sent to the Keeper of the Archives nationales must be accompanied by an inventory.

6. Despite section 2, on resolution of the council, the originals and copies of the following documents may be withdrawn from the custody of the clerk, secretary-treasurer or director of finance and destroyed, effective from the day given in each case :

(a) any debenture redeemed or note repaid : upon the expiry of a 31-year period beginning on the date due ;

(b) any interest coupon paid : upon the expiry of a 6-year period beginning on the date due ;

(c) any voucher in support of a financial transaction, namely the receipts and expenditures of the municipal corporation : upon the expiry of a 10-year period beginning on the day on which the transaction was completed to the satisfaction of the parties.

7. The documents must be destroyed in the presence of a clerk and a councillor. As soon as the documents are destroyed, the clerk and the councillor must attest the fact at the bottom of a suitable inventory, by means of a sworn statement bearing their signatures and duly dated.

8. The sworn statement and the inventory prescribed in section 4 may not be destroyed. A copy thereof must be sent to the Keeper of the Archives nationales.

9. The Keeper of the Archives nationales may, after consultation with the municipality, destroy the documents enumerated in section 3.

10. The documents destroyed in accordance with this Regulation are no longer part of the archives of the municipality.

11. The Keeper of the Archives nationales may issue copies of the documents that were sent to him to anyone who makes a request therefor. He must do so where the request is addressed to him through the clerk, treasurer or director of finance pursuant to section 12.

12. The clerk, treasurer or director of finance must issue, to anyone making a request therefor, copies of the documents kept at the office of the municipality and copies of the documents sent to the Keeper of the Archives nationales upon payment of the fees exigible under the law.



c. C-19, r.2

**Règlement sur la rémunération maximale
de certains membres du conseil de
municipalités**

Cities and Towns Act
(R.S.Q., c. C-19)

See French Edition



c. C-19, r.3

Tariff of fees payable to election officers pursuant to section 303 of the Cities and Towns Act

Cities and Towns Act
(R.S.Q., c. C-19, s. 303)

1. The tariff of fees, costs and expenses payable to the enumerators, members of the board of revision, election officers, treasurers carrying out the duties assigned to them under Chapter VII of Part I of the Act respecting elections in certain municipalities (S.Q., 1978, c. 63 ; after consolidation : R.S.Q., c. E-2.1), and the persons designated herein who carry out any duties related to a municipal election is the following :

(a) **returning-officer** : 0,23 \$ per elector for the first 2 500 electors entered on the electoral list ; 0,07 \$ per elector for the next 22 500, and 0,025 \$ for the remainder. In no case may the returning-officer receive less than 600 \$ or more than 4 000 \$. The returning-officer is also entitled to 200 \$ for the polling day ;

(b) **election-clerk** : three-quarters of the returning-officer's fee ;

(c) **treasurer** : 20 \$ per candidate ; in no case may the treasurer receive for this purpose more than 1 500 \$. The treasurer is also entitled to 500 \$ for each authorized political party ;

(d) **enumerators** : 35 \$ plus 0,30 \$ per name ;

(e) **members of the board of revision** : municipal judge : 35 \$ per hour with a maximum of 200 \$ per day of sitting. Other members : 66 \$ per day sitting ;

(f) **scrutineers** : 66 \$, meals included ;

(g) **poll-clerks** : 55 \$, meals included ;

(h) **special constables** : 44 \$, meals included.



c. C-19, r.4

**Tarif d'honoraires pour la délivrance de
documents faisant partie des archives
d'une municipalité suivant les articles 91
et 103 de la Loi sur les cités et villes**

Cities and Towns Act
(R.S.Q., c. C-19, ss. 91 and 103)

See French Edition



c. C-20, r.1

Regulation respecting the decorations and distinctions that may be awarded and the awards that may be granted under the Act to promote good citizenship

An Act to promote good citizenship
(R.S.Q., c. C-20, s. 16)

DIVISION I DECORATIONS AND DISTINCTIONS

1. The following decorations and distinctions are hereby instituted :

- (1) the *médaille du civisme* ; and
- (2) the *mention d'honneur du civisme*.

2. The *médaille du civisme* described in Schedule 1 may be awarded by the Government to a person who has accomplished an act of good citizenship under dangerous circumstances.

3. The *mention d'honneur du civisme* described in Schedule 2 may be awarded by the Government to a person who has accomplished an act of courage or dedication under difficult circumstances.

DIVISION II RECOMMENDATIONS FOR THE GRANTING OF DECORATIONS, DISTINCTIONS AND AWARDS

4. A person may recommend the awarding of a decoration, distinction or the granting of an award to a person who has accomplished an act of good citizenship.

5. A recommendation to award a decoration and distinction or to grant an award is addressed to the secretary of the committee and includes :

- (1) the name and address of the recommended recipient ;
- (2) the date, hour, place and description of the act of good citizenship and, where applicable, the names of the persons involved ;
- (3) the names and addresses of the witnesses ;
- (4) where the person who accomplished the act of good citizenship has died, the name and address of his

spouse or, in the absence thereof, of the closest relative or, in the absence thereof, of the closest friend ; and

(5) the name of the person who makes the recommendation.

6. For a person to be eligible for the decorations and distinctions to be awarded or for the awards to be granted for a specific year, the recommendation must be sent no later than 1 April of that year.

7. Upon receiving a recommendation, the secretary of the committee submits the recommendation to the committee on good citizenship for its examination and opinion.

The secretary also sends recommendations received since the coming into force of the Act to promote good citizenship (R.S.Q., c. C-20) to the committee.

DIVISION III COMMITTEE ON GOOD CITIZENSHIP

8. A committee on good citizenship is instituted and consists of 5 members appointed by the Government upon the recommendation of the Minister of Justice.

At least 1 member of the committee is appointed to represent the Minister of Justice and at least 3 members are appointed to represent the citizens.

9. The director of the Direction des affaires pénales of the Ministère de la Justice acts as the *ex officio* secretary of the committee.

10. A member of the committee who is absent or cannot perform his duties may be represented by a substitute member who acts on his behalf as a member of the committee.

11. Where there is a conflict of interest, a member shall declare his interest and may not sit on the committee or name a substitute member to replace him for that purpose.

Where there is a conflict of interest, a substitute member shall declare his interest and may not sit on the committee.

12. The functions of the committee are :

- (1) to examine the recommendations sent to the secretary of the committee ;

(2) to study the facts that may warrant the awarding of a decoration or distinction or the granting of an award ;

(3) to submit an opinion to the Minister of Justice on the awarding of a decoration and distinction or the granting of an award for a person who is the subject of a recommendation.

SCHEDULE 1

(s. 2)

THE MÉDAILLE DU CIVISME

The decoration consists of a circular médaillon measuring 4 centimetres in diameter and 6 millimetres thick.

On the front of the médaillon is the fleur-de-lys ; on the back of the médaillon are embossed the words "*Civisme, Québec*" and a fleur-de-lys in compliance with the official identification system of the Gouvernement du Québec as defined and specified in *cahier no 1* (1978) entitled "*Règles graphiques générales*" of the Ministère des Communications and made compulsory by the *Décret sur l'identification visuelle du Gouvernement du Québec* (c. M-24, r.4).

A fastening device is attached to the medal.

SCHEDULE 2

(s. 3)

THE MENTION D'HONNEUR DU CIVISME

This decoration consists of a parchment sheet measuring 28 centimetres in length by 33 centimetres in width and bearing the following inscription :

*Le Gouvernement du Québec
dérerne la mention d'honneur du civisme à*

.....
*en reconnaissance pour un acte de bravoure méritant une
reconnaissance publique.*

Date

.....
Le Premier ministre du Québec

.....
Le ministre de la Justice

(This document will be issued under the Great Seal.)



c. C-22, r.1

Tariff of fees payable for the incorporation of fish and game clubs

Fish and Game Clubs Act
(R.S.Q., c. C-22, s. 1)

- 1.** Upon petition for incorporation of a fish and game club made by 5 petitioners domiciled in Québec, the fee is 25 \$.
- 2.** Upon petition for incorporation of a fish and game club made by more than 5 petitioners domiciled in Québec, the fee is 50 \$.
- 3.** Upon petition for incorporation of a fish and game club made by 5 petitioners, at least 1 of whom is not domiciled in Québec, the fee is 100 \$.
- 4.** Upon petition for incorporation made by more than 5 petitioners, none of whom are domiciled in Québec, the fee is 200 \$.



c. C.C.B.C., r.1

Automobile insurance policy forms

Civil Code of Lower Canada

(a. 2479)

The Automobile Policy, Owner's form, (Q.P.F. No. 1) as well as its corresponding short form, (Q.P.F. No. 1a) and the following are approved.

Q.E.F. No. 3	Drive government automobiles endorsement
Q.E.F. No. 4a	Permission to carry explosives endorsement
Q.E.F. No. 4b	Permission to carry radioactive material endorsement
Q.E.F. No. 5a	Permission to rent or lease endorsement (Specified Lessee and modified declarations – separate policy)
Q.E.F. No. 5b	Permission to rent or lease endorsement (Specified Lessee and modified declarations – master policy)
Q.E.F. No. 5c	Permission to rent or lease endorsement (Unspecified Lessees – short term leases only)
Q.E.F. No. 5d	Conversion coverage endorsement (Rented or leased automobiles)
Q.E.F. No. 8	Deductible Property damage endorsement
Q.E.F. No. 8a	Deductible Third Party Liability Endorsement
Q.E.F. No. 9	Marine use excluded endorsement (Amphibious automobiles)
Q.E.F. No. 10	Change of limits and deductibles endorsement
Q.E.F. No. 11	Change of coverages endorsement (Section B)
Q.E.F. No. 12	Additional coverage endorsement
Q.E.F. No. 13a	Deletion of automobile endorsement
Q.E.F. No. 13b	Deletion coverage endorsement
Q.E.F. No. 14	Addition of automobile endorsement
Q.E.F. No. 15a	Substitution of automobile endorsement (No change in coverage)
Q.E.F. No. 15b	Combined substitution of automobile endorsement and deleted coverage endorsement
Q.E.F. No. 15c	Combined substitution of automobile and additional coverage endorsement
Q.E.F. No. 16	Temporary suspension endorsement
Q.E.F. No. 17	Reinstatement of temporary suspension endorsement
Q.E.F. No. 19	Limitation of amount endorsement
Q.E.F. No. 20	Loss of use endorsement
Q.E.F. No. 21a	Receipts or mileage basis fleet endorsement (Monthly Reporting Form)
Q.E.F. No. 21b	Blanket basis fleet endorsement (Annual premiums adjustment)
Q.E.F. No. 23a	Mortgage endorsement
Q.E.F. No. 23b	Mortgage endorsement (Broad form)
Q.E.F. No. 24	Fire apparatus endorsement
Q.E.F. No. 25	Alteration endorsement
Q.E.F. No. 26	Disappearing deductible endorsement (All perils or collision)
Q.E.F. No. 27	Legal liability for damage to non-owned automobiles endorsement
Q.E.F. No. 28	Reduction of coverage as respects operation by named persons endorsement
Q.E.F. No. 29	Additional coverage as respects operation by named persons endorsement
Q.E.F. No. 30	Excluding operations of attached machinery endorsement
Q.E.F. No. 31	Non-owned equipment endorsement
Q.E.F. No. 32	Motorized recreational vehicle endorsement
Q.E.F. No. 33	Emergency service expense endorsement
Q.E.F. No. 34	Accident Benefits
Q.E.F. No. 34a	Insured Persons – Accident Benefits
Q.E.F. No. 40	Fire and theft deductible endorsement

The forms are approved under article 2479 of the Civil Code and their use by all insurers is authorized as of 1 November 1979.

**Q.P.F. No. 1
QUÉBEC AUTOMOBILE INSURANCE POLICY
(OWNER'S STANDARD FORM)**

NAME OF INSURANCE COMPANY

DECLARATIONS

ITEM 1

Full name and postal address of the Insured

Date of birth (day, month, year)

Occupation or business

Name of employer and business address

The described automobile is and will be chiefly used and usually kept in the town and province of the Insured's address unless otherwise specified herein.

ITEM 2

Policy period :

From 19 * to 19 *

* 12.01 A.M. Standard time at the Insured's address stated herein as to each of said dates.

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss, if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

ITEM 4

On the basis of the application submitted, insurance is hereby provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and executions of this policy and for the following specified limit(s) and amount(s).

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	
Third Party Liability				
SECTION B	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	
	2.	COLLISION OR UPSET		
	3.	COMPREHENSIVE (excluding collision or upset)		
	4.	SPECIFIED PERILS (excluding collision or upset)		
Loss of or Damage to insured Automobile				
ENDORSEMENTS				
Minimum Retained Premium			\$	
			Total Premium	\$

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

ITEM 5

- (A) State the purposes for which the automobile is and will be chiefly used. (If the use is state as "pleasure" that word shall be regarded as including the use of the automobile as transportation between the place of residence and the place of business of the Insured).
- (B) Will the automobile be rented or leased, or used for carrying passengers for compensation or hire, or for carrying explosives or radioactive material ? If so, state particulars.
- (C) Will the automobile be operated by any person suffering from the loss of, or loss of use of, an eye, hand, foot or limb, or who is physically or mentally disabled to an extend that might affect the safe operation of an automobile ?
- (D) Will the automobile be operated by any person suffering from the loss of, or loss or use of, an eye, hand, foot or limb, or who is physically or mentally disabled to an extent that might affect the safe operation of an automobile ?

ITEM 6

- (A) Has any license, permit, registration certificate or other like authority, issued to the Insured or a member of his household under any law or statute of any province, state or country relating to automobiles, to the knowledge of the Insured, been, or continued to be, suspended or cancelled within the three years preceding this policy ?
- (B) Has any insurer, to the knowledge of the Insured, cancelled, declined or refused to renew or issue automobile insurance to the Insured or spouse within the years preceding this policy ? If so, state name of Insurer.

ITEM 7

State particulars of all accidents, losses or claims arising out of the ownership, use or operation of any automobile by the Insured or spouse within the three years preceding this policy.

Injury to persons ;

Damage to property of others ;

Damage to owned or operated automobile by :

(A) Collision

(B) Other causes.

ITEM 8

Unless otherwise stated the Insured is both the registered owner and actual owner of the described automobile. If not, state the name of :

(A) The registered owner

(B) The actual owner.

ITEM 9

All the statements herein are true and the Insured hereby acknowledges that this policy has been issued on the basis thereof.

ITEM 10

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

Agent or Broker

At

AGREEMENTS

This policy is subject to the Automobile Insurance Act, the Insurance Act and their Regulations, and has been approved by the Superintendent of Insurance.

INSURING AGREEMENTS

Now, therefore, in consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable under the section(s) or subsection(s) of the following Insuring Agreements A and B for which a premium is specified in Item 4 of the Declarations and no other.

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured, his succession or his administrators, and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives the automobile, or personally operates any part thereof, against the liability imposed by law upon the Insured or upon any such other person for loss or damage arising from the ownership, use or operation of the automobile and resulting from bodily injury to or death of any person or damage to property.

EXCLUSIONS

The Insurer shall not be liable under this section :

- a) Except where the Automobile Insurance Act does not apply, for bodily injury or death covered under the said Act, the Workmen's Compensation Act or the Crime Victims Compensation Act ; nor
- b) For any liability imposed by any workmen's compensation law upon any person insured by this section ; nor
- c) For loss or damage sustained by any person insured under this section, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned Automobile Insurance Act ; nor
- d) For loss or damage resulting from bodily injury to or death of any employee of any person insured by this section while engaged in the operation or repair of the automobile ; nor
- e) For any amount in excess of the limit stated in section A of Item 4 of the Declarations, and expenditures provided for in the additional agreements of this section irrespective of the number of persons or interests insured ;
- f) For any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of insurance prescribed by the aforementioned Automobile Insurance Act.

See also General Provisions, Definitions, Exclusions and Conditions of this Policy

ADDITIONAL AGREEMENTS

Where indemnity is provided by this section, the Insurer further agrees :

- (1) The indemnity shall be applied first to the protection of the Named Insured and the remainder, if any, to the protection of the other persons entitled to indemnity under the terms of this section ; and
- (2) Immediately upon receipt of notice of loss or damage caused to persons or property, to serve any person insured by this section by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer ; and
- (3) To defend in the name and on behalf of any person insured by this section and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property ; and
- (4) To pay all costs taxed against any person insured by this section in any civil action defended by the Insurer and any interest accruing as from the date of the action upon that part of the judgment which is within the limits of the Insurer's liability ; and
- (5) In case the injury be to a person, to reimburse any person insured by this section for outlay for such medical aid as may be immediately necessary at the time of such injury ; and
- (6) That the Insurer shall be liable up to the minimum limit(s) prescribed for that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that limit(s) is higher than the limit(s) stated in section A of Item 4 of the Declarations ; and

- (7) Not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the State of the United States of America in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured :

- (a) constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the ownership, use or operation of the automobile ;
- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

SECTION B – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to the automobile, including its equipment.

Subsection 1 – ALL PERILS – from all perils ;

Subsection 2 – COLLISION OR UPSET – caused by collision with another object or by upset ;

Subsection 3 – COMPREHENSIVE – from any peril other than by collision with another object or by upset ;

The words “another object” as used in this subsection 3 shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

For the purpose of this subsection 3, loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 3. In addition, coverage under this subsection 3 is extended to include loss or damage caused by collision with a person or with an animal, a bird or a fish.

Subsection 4 – SPECIFIED PERILS – caused by fire, lightning, theft or attempt thereat, windstorm earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection of section B except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection, shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection of section B of Item 4 of the Declarations.

EXCLUSIONS

The Insurer shall not be liable :

- (1) Under any subsection of section B for loss or damage :
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection ; nor

- (b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale, lease or other similar written agreement ; nor
 - (c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense ; nor
 - (d) to contents of trailers ; nor
 - (e) to tapes and equipment for use with a tape player or recorder when such tapes or equipment are detached therefrom ; nor
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not ;
- (2) Under subsections 3 and 4 for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance, repair, servicing or parking of the automobile whether the theft occurs during the hours of such service or employment or not.

See also General Provisions, Definitions, Exclusions and Conditions of this Policy

ADDITIONAL AGREEMENTS

- (1) Where loss or damage arises from a peril for which a premium is specified under section B thereof, the Insurer further agrees :
- (a) to pay general average, salvage and fire department charges, and customs duties of Canada or of the United States of America, for which the Insured is legally liable ;
 - (b) to waive subrogation against every person who, with the Insured's consent, has care, custody or control of the automobile, provided always that this waiver shall not apply to any person (i) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles, or (ii) who has committed a breach of any condition of this policy ;
 - (c) to indemnify the Insured and any other person who personally drives a temporary substitute automobile as defined in the General Provisions of this policy against the liability imposed by law or assumed by the Insured or such other person under any contract or agreement for direct and accidental physical loss or damage to such automobile and arising from the care, custody and control thereof ; provided always that :
 - (i) such indemnity is subject to the deductible clause and exclusions of each such subsection ;
 - (ii) if the owner of such automobile has or places insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this policy ;
 - (iii) the Additional Agreements under section A of this policy shall, insofar as they are applicable, extend to the indemnity provided herein.

- (2) Loss of Use by Theft – Where indemnity is provided under subsections 1, 3 or 4 of section B hereof, the Insurer further agrees, following a theft of the entire automobile covered thereby, to reimburse the Insured, subject to supporting evidence, for expenses not exceeding \$ 15 for any one day nor totalling more than \$ 450 incurred for the rental of a substitute automobile including taxicabs and public means of transportation.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating, regardless of the expiration of the policy period, (a) upon the date of the completion of repairs to or the replacement of the property lost or damaged, or (b) upon such earlier date as the Insurer makes or tenders settlement for the loss or damage caused by such theft.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

Unless specifically stated elsewhere, insurance provided by this policy applies only within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. GARAGE PERSONNEL EXCLUDED

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles shall be entitled to indemnity or payment under this policy for any loss, damage, injury or death sustained while engaged in the use or operation of or while working upon the automobile in the course of that business or while so engaged is an occupant of or enters or gets onto or alights from the described automobile or a newly acquired automobile as defined in this policy, unless the person is the owner of such automobile or his employee or partner or is actually driving the automobiles in Québec.

3. DEFINITIONS

In this policy, unless otherwise indicated by the context,

The words “**nuclear energy hazard**” mean the radioactive, toxic explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada) ;

The word “**spouses**” means a man and a woman who :

- (a) at the time of the accident are married and residing in the same dwelling premises ; or
- (b) have been living together as husband and wife for three years, or for one year if a child has issued from their union, and have been publicly represented as spouses ;

The words “**the automobile**” mean :

- (a) The Described Automobile – an automobile, trailer or semi-trailer specifically described in the policy or within the description of insured automobiles set forth therein ;

- (b) A Newly Acquired Automobile – an automobile, ownership of which is acquired by the Insured and, within fourteen days following the date of its delivery to him, notified to the Insurer in respect of which the Insured has no other valid insurance, if either it replaces an automobile described in the Declarations or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all automobiles owned by the Insured at such delivery date and in respect of which the Insured pays any additional premium required ; provided however, that insurance hereunder shall not apply if the Insured is engaged in the business of selling automobiles ;

and under section A only

- (c) A Temporary Substitute Automobile – an automobile not owned by the Insured, nor by any person or persons residing in the same dwelling premises as the Insured, while temporarily used as the substitute for the described automobile which is not in use by any person insured by this policy, because of its breakdown, repair, maintenance, servicing, loss, destruction or sale ;
- (d) Any automobile other than the described automobile, while personally driven by the Insured, or by his or her spouse if residing in the same dwelling premises as the Insured, provided that :
- (i) the Insured is an individual ;
 - (ii) neither the Insured nor his or her spouse is driving such automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles ;
 - (iii) such other automobile is not owned by the Insured or by any person or persons residing in the same dwelling premises as the Insured ;
 - (iv) such other automobile is not owned, hired or leased by an employer of the Insured or by an employer of any person or persons residing in the same dwelling premises as the Insured ;
 - (v) such other automobile is not used outside Québec as a taxicab or public omnibus or for commercial delivery ;
- (e) If the Insured is a corporation, unincorporated association or registered co-partnership, any automobile other than the described automobile, while personally driven by the employee or partner for whose regular use the described automobile is furnished, or by his or her spouse if residing in the same dwelling premises as such employee or partner, provided that :
- (i) neither such employee or partner nor his or her spouse is the owner of an automobile ;
 - (ii) neither such employee or partner nor his or her spouse is driving the automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles ;
 - (iii) such other automobile is not owned, hired or leased by the Insured or such employee or by any partner of the Insured or by any persons residing in the same dwelling premises as any of the aforementioned persons ;
 - (iv) such other automobile is not used outside Québec as a taxicab or public omnibus or for commercial delivery ;

(f) Owned Trailer – a trailer owned by the Insured, not described in this policy, used in connection with an automobile of the private passenger or station wagon type other than a trailer designed or used for passenger carrying, demonstration, sales, office or dwelling purposes. Any described commercial vehicle of 3600 kgs (7800 lbs.) gross vehicle weight or less shall be deemed to be of the private passenger or station wagon type while used exclusively for private or pleasure purposes ;

(g) Non-owned Trailer – a trailer not owned by the Insured used in connection with the automobile.

4. TWO OR MORE AUTOMOBILES

(a) When two or more automobiles are described hereunder (i) with respect to the use or operation of such described automobiles, each automobile shall be deemed to be insured under a separate policy ; (ii) with respect to the use or operation of an automobile not owned by the Insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one described automobile ;

(b) When the Insured owns two or more automobiles which are insured as described automobiles under two or more automobile insurance policies, the limit of the Insurer under this policy with respect to the use or operation of an automobile not owned by the Insured shall not exceed the proportion that the highest limit applicable to any one automobile described in this policy bears to the sum of the highest limits applicable under each policy and in no event shall exceed such proportion of the highest limit applicable to any one automobile under any policy ;

(c) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the limit(s) of liability under Insuring Agreement A and separate automobiles with respect to the limit(s) of liability, including any deductible provisions, under Insuring Agreement B.

5. CROSS LIABILITY

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this policy ; provided that this provision shall not operate to increase the limit of the Insurer's liability.

6. EXCLUDED USES

Unless coverage is indicated in the Declarations or expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while :

(a) the automobile is rented or leased to another ; provided that the use by an employee of his automobile on the business of his employer and for which he is paid shall not be deemed the renting or leasing of the automobile to another ;

(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto ;

(c) the automobile is used as a taxicab, public omnibus, livery, jitney or sight-seeing conveyance.

CONDITIONS

1. MATERIAL FACTS

All statements made by the Insured upon the application for this policy shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defence of a claim under this policy unless it is contained in the application for this policy.

2. MISREPRESENTATION

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

3. MATERIAL CHANGE IN RISK

Any aggravation of the risk resulting from a breach in warranty suspends coverage until the Insurer's acceptance.

The Insured shall promptly advise the Insurer of any aggravation of the risk coming to his knowledge which is likely to materially influence a reasonable insurer in the setting of the rate of premium and the appraisal of the risk or the decision to continue to insure it.

The Insurer may then cancel the contract or propose in writing a new rate of premium which the Insured must accept and pay within thirty days of its receipt, failing which the policy shall cease to be in force.

4. PROHIBITED USE

- (1) The Insured shall not drive or operate the automobile nor permit, suffer, allow or connive at the use of the automobile by others :

Unauthorized Driver

- (a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under the age of sixteen years or under such other age as is prescribed by law ; nor

Prohibited trade

- (b) for any illicit or prohibited trade or transportation ; nor

Racing

- (c) in any race or speed test.

5. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

6. IN THE EVENT OF ACCIDENT OR CLAIM

- (a) Loss or Damage to third parties :

- (1) The Insured shall promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident ; shall verify by *affidavit* or statutory declaration, if required by the Insurer, that the claim arises out of the operation or use of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured by this policy, and shall forward immediately to the Insurer every writ, letter, document or advice received by him from or on behalf of the claimant.

- (2) The Insurer shall not voluntarily assume any liability or settle any claim except at his own cost. The Insured shall not interfere in any negotiations for settlement or in any legal proceeding, but whenever requested by the Insurer, shall aid in securing information and evidence and the attendance of any witness, and shall cooperate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

(b) Loss or Damage to the Automobile :

- (1) Upon the occurrence of loss or damage to the automobile, the Insured or any interested person shall, if the loss or damage is covered by this policy :
- (i) forthwith give notice thereof, in writing, to the Insurer, with fullest information obtainable at the time, and shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 5 ;
 - (ii) deliver to the Insurer within ninety days of the date of the loss or damage a statutory declaration stating, so far as the Insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any wilful act of neglect, procurement, means or connivance of the Insured.
- (2) The Insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the Insurer or its representative, all documents, in his possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

7. MANNER OF PAYMENT – LOSS OR DAMAGE TO THE AUTOMOBILE

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an appraisal has been had, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss ; but there can be no abandonment of the automobile to the Insurer without its consent. In the event of the Insurer exercising such option, the salvage, if any, shall revert to it.

8. IN CASE OF DISAGREEMENT

In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had under this policy, whether the right to recover on this policy is disputed or not, and independently of all other questions.

The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and failing to agree, shall submit their differences to the umpire.

In case either party fails to name and appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a Judge of a Court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the Insured or of the Insurer. The award shall be made in the writing by the two appraisers, or by one appraiser and the umpire. For the surplus, the procedure provided in articles 940 and 952 of the Québec Code of Civil Procedure shall apply *mutatis mutandis*.

Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

9. WAIVER

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this policy by any act relating to appraisal or to the delivery and completion of proofs of loss, or to investigation or adjustment of the claim.

10. TIME OF PAYMENT OF INSURANCE MONEY

Claims under section B shall be paid within 60 days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an appraisal is held under condition 8, within fifteen days after award is accepted by the Insured.

11. WHEN ACTION MAY BE BROUGHT

The Insured may not bring an action to recover the amount of a claim under this policy unless the requirements of condition 6 have been complied with nor until the amount of the loss has been ascertained as therein provided, or by agreement between the parties with the written consent of the Insurer.

12. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer under the policy in respect to loss of or damage to the automobile shall be commenced within three years from the time the right of action arises and in respect to loss or damage to persons or property within one year next after the issue of the Insured's liability is decided by judgment or agreement, subject to limitation of action imposed by law, and not afterwards.

13. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this policy in case of absence or inability of such Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such Insured refuses to do so, by a person to whom any part of the insurance money is payable.

14. FRAUD

Any fraud or wilfully false statement made in a declaration in relation to any claim shall vitiate the claim of the person making the declaration in any matter affected by such fraud or false statement.

15. TRANSFER OF CLAIM

Upon payment of the loss or on assumption of liability by the Insurer therefor, the Insured shall to the extent of such payment made or liability assumed, transfer to the Insurer all rights of recovery against any other party, except any member of the Insured's household, and shall execute all documents properly required by the Insurer to secure to it such rights.

16. OTHER INSURANCE

- (1) Subject to subsections (3) and (4) of this Condition, if an insured under this policy has or places any additional or other valid insurance of his interest in the subject matter of the policy, or any part thereof, the Insurer shall be liable only for its rateable proportion of any loss or damage.

Rateable Proportion

- (2) "Rateable proportion" means (a) if there are two insurers liable and each has the same policy limits, each of the insurers shall be liable to share equally, and (b) if there are two insurers liable with different policy limits, the insurers shall be liable to share equally up to the limit of the smaller policy limit, and (c) if there are more than two insurers liable, (a) and (b) shall apply *mutatis mutandis*.

Owner's Policy

- (3) Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured name in the contract and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

Garage Owner's Policy

- (4) Notwithstanding subsection (3) of this Condition insurance under a valid Third Party Liability Policy, not describing the specific automobile(s) insured, and issued to the owner of a business engaged in selling, repairing, maintaining, storing, servicing or parking automobiles, shall, in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of such business, be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

17. RENEWAL OF POLICY

The insurance contract is renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured ; if given by the Insurer, the notice of non-renewal or of a change in the premium shall be sent to the Insured, at his last known address, not later than the thirtieth day preceding the date of maturity, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

18. CANCELLATION

- (a) This policy may be cancelled at any time at the request of the Insured named therein, and the Insurer shall, upon surrender of the policy, refund the excess of paid premium above the premium earned for the time the policy has been in force, on the basis of the Cancellation Table appearing hereunder, except that the Insurer shall, in no event, retain less than the minimum retained premium specified in the Declarations.
- (b) The Insurer may cancel a contract within sixty days after its coming into force by a mere notice to the Insured ; in such case, the contract is terminated fifteen days after such notice is received.

At the expiry of such period of sixty days, an insurance contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid.

The Insurer so wishing to cancel the contract shall notify the Insured in writing ; the cancellation has effect thirty days after such notice is received.

The Insurer shall refund the excess of paid premium beyond the *pro rata* premium for the expired time. Repayment of excess premium shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer or its agent, and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

19. NOTICE

Any written notice to the Insurer may be delivered or sent by registered or certified post to the Insurer or its authorized representative. Written notice may be given to the Insured named in this policy by letter personally delivered to him or by letter addressed to him at his last post office address notified to the Insurer.

CANCELLATION TABLE*

*Short rate or *pro-rata*, at the option of the insurer

Q.P.F. No. 1A
QUÉBEC AUTOMOBILE INSURANCE POLICY
(OWNER'S STANDARD FORM)

This policy is subject to the Automobile Insurance Act, the Insurance Act and their Regulations, and has been approved by the Superintendent of Insurance.

It is deemed to contain all the provisions of the Québec Automobile Insurance Policy (Q.P.F. No. 1 – Owner's Standard Form), specimens of which may be obtained without cost from the Insurer or from the Superintendent of Insurance.

In consideration of the premium specified and of the statements contained in the application for insurance, this policy provides insurance against those perils mentioned in item 4 herein, subject to the insuring agreements and conditions, and provided that the Insurer shall be liable only under the section(s) or sub-section(s) for which a premium is specified and for the specified limit(s) and amount(s).

Items 1, 2, 3 and 4 used herein represent the corresponding Items of the Declarations appearing in the Québec Automobile Policy Q.P.F. No. 1 – Owner's Standard Form.

The Superintendent of Insurance has also approved the use of this form for renewal purposes.

DECLARATIONS**ITEM 1**

Broker or Agent

Full name and postal address of the Insured

The described automobile is and will be chiefly used and usually kept in the town and province of the Insured's address unless otherwise specified herein.

ITEM 2

Policy period

From 19 * to 19 *

* 12.01 A.M. Standard time at the Insured's address stated herein as to each of said dates.

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss, if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

ITEM 4

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET		\$
	3.	COMPREHENSIVE (excluding collision or upset)		\$
	4.	SPECIFIED PERILS (excluding collision or upset)		\$
ENDORSEMENTS				\$
Minimum Retained Premium \$			Total Premium	\$

Commission paid to agent or broker : % (\$) included in

Marketing expenses : % (\$) premium

IN WITNESS WHEREOF, the Insurer has executed and attested these presents but this contract shall not be valid unless countersigned by a duly authorized Representative of the Insurer.

Countersigned

Authorized Representative

President

Q.E.F. No. 3 DRIVE GOVERNMENT AUTOMOBILES ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium stated herein, the Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract of agreement for loss or damage arising from the use, operation, care, custody or control of any automobile, including its equipment, owned by the Government of Canada or by the government of any province thereof and resulting from bodily injury to or death of any person or damage to property, or from loss of or damage to such automobile.

The word "Insured" as used in this endorsement shall include (a) his or her spouse, (b) any other person who personally drives the automobile or personally operates any part thereof.

This endorsement provides insurance against one or more of the perils stated herein, but for insurance under the section(s) or subsection(s) for which a premium is specified hereunder and no other and upon the terms and conditions of the policy to which this endorsement is attached and for the following specified limit(s) and amounts.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET		\$
	3.	COMPREHENSIVE (excluding collision or upset)		\$
	4.	SPECIFIED PERILS (excluding collision or upset)		\$
ENDORSEMENTS				\$
Minimum Retained Premium \$			Total Premium	\$

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

Provided always that :

- (1) Not more than one such automobile owned by the Government of Canada or by the government of any province thereof shall be in the care, custody or control of the Insured at any one time ;
- (2) The Insurer shall not be liable under any subsection of section B of this endorsement for any amount in excess of \$ (exclusive of interest and costs) for any one occurrence.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 4a
PERMISSION TO CARRY EXPLOSIVES ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ permission is hereby given for the automobile to be used to carry the following described types of explosives and no other :

State type of explosives

As respects that portion of the loss or damage arising out of the explosive or incendiary properties of such goods or materials, the Insurer's limit of liability under Section A of the Insuring Agreements of this policy shall be the limit specified below.

Limit of Third Party Liability	\$ (exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.
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Such limit of liability shall apply instead of the limit stated in section A of item 4 of the Declarations, but shall not be in addition to such limit.

It is agreed that loss or damage so arising insured under
 is/is not

Section B of the Insuring Agreements of this policy.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
 in

Marketing expenses : % (\$) premium

Q.E.F. No. 4b PERMISSION TO CARRY RADIOACTIVE MATERIAL ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ permission is hereby given for the automobile to be used to carry the following described types of radioactive material and no other :

State type of radioactive material

As respects that portion of the loss or damage arising directly or indirectly out of nuclear energy hazard, the Insurer's limit of liability under section A of the Insuring Agreements of this policy shall be the limit specified below.

Limit of Third Party Liability	\$ (exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.
-----------------------------------	--

Such limit of liability shall apply instead of the limit stated in section A of item 4 of the Declarations, but shall not be in addition to such limit.

It is agreed that loss or damage so arising insured under
is/is not

Section B of the Insuring Agreements of this policy.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 5a
PERMISSION TO RENT OR LEASE ENDORSEMENT

(specified Lessee and modified declarations – separate policy)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ permission is hereby given for the automobile to be rented or leased to the following specified person, hereinafter called the Lessee. The Insurer agrees to indemnify, in the same manner and to the same extent as if named herein as the Insured, the Lessee and every other person who personally drives the automobile or personally operates any part thereof. The amounts of insurance provided by the policy including this endorsement shall not exceed the limits and amounts specified in item 4 of the policy declarations.

It is hereby understood and agreed that with respect to the definition of "the automobile" under section 3 of the General Provisions, Definitions and Exclusions of this Policy "Automobile Defined" the words "ownership of which is acquired by the Insured" appearing in part (b) shall mean leased by the Lessee from the Named Insured and the word "Insured" appearing in parts (c), (d), (e) and (f) shall mean the Lessee specified herein.

This endorsement shall be effective and in force only when attached to a policy insuring exclusively automobiles leased to the Lessee.

DECLARATIONS

ITEM 1

Full name and postal address of the Lessee

Date of birth (day, month, year)

Occupation or business

Name of employer and business address

The described automobile is and will be chiefly used and usually kept in the town and province of the Lessee's address unless otherwise specified herein.

ITEM 5

(A) State the purposes for which the automobile is and will be chiefly used. (If the use is state as "pleasure" that word shall be regarded as including the use of the automobile as transportation between the place of residence and the place of business of the Lessee).

(B) Will the automobile be used for carrying passengers for compensation or hire, or for carrying explosives or radioactive material ? If so, state particulars.

- (C) Will the automobile be used for the transportation of goods for compensation ? If so, state class of license or certificate and radius of operations.
- (D) Will the automobile be operated by any person suffering from the loss of, or loss of use of, an eye, hand, foot or limb, or who is physically or mentally disabled to an extent that might affect the safe operation of an automobile ?

ITEM 6

- (A) Has any license, permit, registration certificate or other like authority, issued to the Lessee or a member of his household under any law or statute of any province, state or country relating to automobiles, to the knowledge of the Lessee, been, or continued to be, suspended or cancelled within the three years preceding this policy ? If so, state particulars.
- (B) Has any insurer, to the knowledge of the Lessee, cancelled, declined or refused to renew or issue automobile insurance to the Lessee or spouse within the three years preceding this policy ? If so, state name of Insurer.

ITEM 7

State particulars of all accidents, losses or claims arising out of the ownership, use or operation of any automobile by the Lessee or spouse within the three years preceding this policy.

Injury to persons ;

Damage to property of others ;

Damage to owned or operated automobile by

(A) Collision

(B) Other causes

ITEM 9

The Lessee hereby certifies that all the statements herein contained are true and acknowledges that the policy is to be based thereon.

ITEM 10

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

Agent or Broker

At

Signature of Lessee

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent of broker : % (..... \$) included
in

Marketing expenses : % (..... \$) premium

(NOTE : This endorsement is intended for attachment to Q.P.F. 1, when a separate policy is provided for each Lessee.)

Q.E.F. No. 5b
PERMISSION TO RENT OR LEASE ENDORSEMENT

(specified Lessee and modified declarations – master policy)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ permission is hereby given for the automobile to be rented or leased to the following specified person, hereinafter called the Lessee. The Insurer agrees to indemnify, in the same manner and to the same extent as if named herein as the Insured, the Lessee and every other person who personally drives the automobile or personally operates any part thereof. The amounts of insurance provided by the policy including this endorsement shall not exceed the limits and amounts specified in item 4 of the policy declarations.

It is hereby understood and agreed that with respect to the definition of "the automobile" under section 3 of the General Provisions, Definitions and Exclusions of this Policy "Automobile Defined" the words "ownership of which is acquired by the Insured" appearing in part (b) shall mean leased by the Lessee from the Named Insured and the word "Insured" appearing in parts (c), (d), (e) and (f) shall mean the Lessee specified herein.

DECLARATIONS

ITEM 1

Full name and postal address of the Lessee

Date of birth (day, month, year)

Occupation or business

Name of employer and business address

The described automobile is and will be chiefly used and usually kept in the town and province of the Lessee's address unless otherwise specified herein.

ITEM 2

Endorsement period

From 19 * to 19 *

12.01 A.M. (standard time at the Insured's address stated herein as to each of said dates).

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number of C.C. ; Truck Gross Weight.

ITEM 4

Insurance is provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of the policy.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS		PREMIUM
SECTION A	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	\$	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
Third Party Liability					
SECTION B	1.	ALL PERILS	\$	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET			\$
	3.	COMPREHENSIVE (excluding collision or upset)			\$
	4.	SPECIFIED PERILS (excluding collision or upset)			\$
Loss of or Damage to insured Automobile					
ENDORSEMENTS					\$
Minimum Retained Premium \$					Total Premium \$

Commission paid to agent of broker : % (\$) included in

Marketing expenses : % (\$) premium

ITEM 5

(A) State the purposes for which the automobile is and will be chiefly used. (If the use is state as "pleasure" that word shall be regarded as including the use of the automobile as transportation between the place of residence and the place of business of the Lessee).

(B) Will the automobile be used for carrying passengers for compensation or hire, or for carrying explosives or radioactive material ? If so, state particulars.

(C) Will the automobile be used for transportation of goods for compensation ? If so, state class of license or certificate and radius of operations.

(D) Will the automobile be operated by any person suffering from the loss of, or loss of use of, an eye, hand, foot or limb, or who is physically or mentally disabled to an extent that might affect the safe operation of an automobile ?

ITEM 6

(A) Has any license, permit, registration certificate or other like authority, issued to the Lessee or a member of his household under any law or statute of any province, state or country relating to automobiles, to the knowledge

of the Lessee, been, or continued to be, suspended or cancelled within the three years preceding this policy ? If so, state particulars.

(B) Has any insurer, to the knowledge of the Lessee, cancelled, declined or refused to renew or issue automobile insurance to the Lessee or spouse within the three years preceding this policy ? If so, state name of Insurer.

ITEM 7

State particulars of all accidents, losses or claims arising out of the ownership, use or operation of any automobile by the Lessee or spouse within the three years preceding this policy.

Injury to persons ;

Damage to property of others ;

Damage to owned or operated automobile by

(A) Collision

(B) Other causes

ITEM 9

All the statements herein contained are true and the Lessee hereby applies for a contract of automobile insurance to be based on the truth of the said statements.

ITEM 10

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

Agent or Broker

At

Signature of Lessee

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent of broker : % (\$) included
in

Marketing expenses : % (\$) premium

(NOTE : This endorsement is intended for use as evidence of Insurance provided for each Lessee when a master policy is issued to the lessor.)

Q.E.F. No. 5c
PERMISSION TO RENT OR LEASE ENDORSEMENT

(unspecified Lessees – short term leases only)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ permission is hereby given for the automobile to be rented or leased ; provided any period of any such renting or leasing to any one person does not exceed thirty (30) consecutive days.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 5d
CONVERSION COVERAGE ENDORSEMENT

(rented or leased automobiles)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is hereby understood and agreed that while the automobile is rented or leased, exclusion (1)(b) of section B of the Insuring Agreements of the policy to which this endorsement is attached is amended to read as follows :

(1) (b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale or other similar written agreement ; nor

Each conversion, embezzlement, theft or secretion with respect to which indemnity is provided by this endorsement shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum of \$.... payable by the Insured.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 8
DEDUCTIBLE PROPERTY DAMAGE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12:01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, the Insured agrees to reimburse the Insurer in the sum of \$ or the actual amount of the loss or damage, whichever is the lesser, in respect of loss of or damage to property arising out of each and every accident with respect to which indemnity is provided under Section A of this policy.

It is understood and agreed that upon the occurrence of an accident involving loss of or damage to property of others,

- (1) irrespective of the amount of loss or damage, notice thereof shall be given to the Insurer in accordance with Condition 6 of this policy ;
- (2) at its discretion the Insurer may (a) investigate such accident and may negotiate or pay resulting claims or judgments arising therefrom or (b) authorize the Insured to negotiate settlement of such claims and, provided the final total of the payments to all claimants with respect to such accident does not exceed the sum specified herein as payable by the Insured, to pay such claimants ;
- (3) the Insured shall reimburse the Insurer upon demand to the extent herein provided as soon as payment in excess of such amount has been made by the Insurer.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 8a
DEDUCTIBLE THIRD PARTY LIABILITY ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium, the Insured agrees to reimburse the Insurer in the sum of \$
..... or the actual amount of the loss or damage, whichever is the lesser, in respect of loss of or damage arising out of each and every accident with respect to which indemnity is provided under section A of this policy.

It is understood and agreed that upon the occurrence of an accident involving loss of or damage,

- (1) irrespective of the amount of loss or damage, notice thereof shall be given to the Insurer in accordance with Condition 6 of this policy ;
- (2) at its discretion the Insurer may (a) investigate such accident and may negotiate or pay resulting claims or judgments arising therefrom or (b) authorize the Insured to negotiate settlement of such claims and, provided the final total of the payments to all claimants with respect to such accident does not exceed the sum specified herein as payable by the Insured, to pay such claimants ;
- (3) the Insured shall reimburse the Insurer upon demand to the extent herein provided as soon as payment in excess of such amount has been made by the Insurer.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 9
MARINE USE EXCLUDED ENDORSEMENT

(amphibious automobiles)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium charged it is hereby understood and agreed that the Insurer shall not be liable under the policy to which this endorsement is attached for loss or damage occurring while the automobile is used in or upon water or while it is being launched into or landed therefrom.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 10 CHANGE OF LIMITS AND DEDUCTIBLES ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium herein stated, the limits amounts and deductibles specified in item 4 of the Declarations of the Policy to which this endorsement is attached are amended, but only under the section(s) or subsection(s) for which a premium is specified in this endorsement, as stated below :

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	ADDITIONAL PREMIUM	RETURN PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$	
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$	
	2.	COLLISION OR UPSET		\$	
	3.	COMPREHENSIVE (excluding collision or upset)		\$	
	4.	SPECIFIED PERILS (excluding collision or upset)		\$	
ENDORSEMENTS				\$	
TOTAL				\$	
NET ADDITIONAL / RETURN PREMIUM					

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included in

Marketing expenses : % (\$) premium

Q.E.F. No. 11 CHANGE OF COVERAGES ENDORSEMENT

(Section B)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium herein stated, the insurance under subsection(s) of section B namely of the Insuring Agreements of the policy to which this endorsement is attached is cancelled and the following subsection(s) substituted therefor.

Change in premium, Section, Additional premium, Return premium, Sub. sec., B 1, 3, 3, 4, Endorsements, Total, Net Additional/Return Premium.

Subsection Number, Perils, Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 12 ADDITIONAL COVERAGE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium herein stated, the policy to which this endorsement is attached is hereby extended to insure against one or more of the perils mentioned in this endorsement, but for insurance under the section(s) or subsection(s) for which a premium is specified in this endorsement and to other and upon the terms and conditions of the policy and for the following specified limits and amounts :

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	
	2.	COLLISION OR UPSET		
	3.	COMPREHENSIVE (excluding collision or upset)		
	4.	SPECIFIED PERILS (excluding collision or upset)		
ENDORSEMENTS				
			Total Premium	

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 13a DELETION OF AUTOMOBILE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the return premium herein stated, all Insuring Agreements of the policy to which this endorsement is attached are hereby cancelled as respects the following automobiles(s) :

Schedule	Model Year	Trade Name	Serial No.	Type of Body
----------	------------	------------	------------	--------------

Item No.

Section	Return Premium
---------	-------------------

A Sub. \$

Sec.

1 \$

B 2 \$

3 \$

4 \$

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Endorsements

TOTAL \$

Signature of Insured

Q.E.F. No. 13b
DELETED COVERAGE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the return premium herein stated, the insurance under
(Insert Insuring Agreement(s) Cancelled)
of the Insuring Agreements of the policy to which this endorsement is attached is hereby cancelled.

Section	Return Premium
---------	-------------------

A Sub.	\$
Sec.	

1	\$
---	----

B 2	\$
-----	----

3	\$
---	----

4	\$
---	----

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Endorsements

TOTAL	\$
-------	----

Signature of Insured

Q.E.F. No. 14 ADDITION OF AUTOMOBILE ENDORSEMENT

Name of Insurance Company

In consideration of the premium herein stated, the policy to which this endorsement is attached shall, from the effective date of this endorsement, be held to apply to the following automobile, of which the registered owner and actual owner thereof are as stated in item 8 of the Declarations.

Policy No.

Effective date

12.01 A.M. standard time

Name and address of Insured

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

ITEM 4

As respects only such additional automobile, the policy is hereby extended to provide Insurance against one or more of the perils mentioned in this endorsement, but for insurance under the section(s) or subsection(s) for which a premium is specified in this endorsement and no other and upon the terms, conditions of the policy and for the following specified limits and amounts.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS		PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	\$	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	\$	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET	\$		\$
	3.	COMPREHENSIVE (excluding collision or upset)	\$		\$
	4.	SPECIFIED PERILS (excluding collision or upset)	\$		\$
ENDORSEMENTS					\$
Total Premium					\$

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 15a SUBSTITUTION OF AUTOMOBILE ENDORSEMENT

(no change in coverage)

Name of Insurance Company

In consideration of the premium herein stated, the policy to which this endorsement is attached shall, from the effective date of this endorsement, be held to apply to the following automobile, of which the registered owner and actual owner thereof are as stated in item 8 of the Declarations.

Policy No.

Effective date

12.01 A.M. standard time

Name and address of Insured

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

CHANGE IN PREMIUM

Section	Additional Premium	Return Premium
A Sub. Sec.	\$	\$
1	\$	\$
B 2	\$	\$
3	\$	\$
4	\$	\$
Endorsements		
TOTAL	\$	\$
Net Additional Return Premium		\$

and not to the automobile described in the policy, on which the insurance originally written is null and void from the effective date of this endorsement.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

If mortgagee shown above, complete the following – X in boxes indicates insurance provided under this Policy.

All Perils (\$ Deductible) ☐ ;

Collision (\$ Deductible) ☐ ;

Comprehensive (\$ Deductible) ☐ ;

Specified Perils (\$ Deductible) ☐ ;

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included in

Marketing expenses : % (\$) premium

Q.E.F. No. 15b
**COMBINED SUBSTITUTION OF AUTOMOBILE ENDORSEMENT AND
 DELETED COVERAGE ENDORSEMENT**

Name of Insurance Company

In consideration of the premium herein stated, the policy to which this endorsement is attached shall, from the effective date of this endorsement, be held to apply to the following automobile, of which the registered owner and actual owner thereof are as stated in item 8 of the Declarations :

Policy No.

Effective date

12.01 A.M. standard time

Name and address of Insured

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

CHANGE IN PREMIUM

Section	Additional Premium	Return Premium
A	\$	\$
1	\$	
B 2	\$	
3	\$	
4	\$	

Endorsements

TOTAL \$ \$

Net Additional \$
Return Premium

and not to the automobile described in the policy, on which the insurance originally written is null and void from the effective date of this endorsement.

and the insurance under
 (insert Insurance Agreement(s) cancelled)

.....
 of the insuring agreement of the policy to which this endorsement is attached is hereby cancelled.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

If mortgagee shown above, complete the following – X in boxes indicates insurance provided under this Policy.

All Perils (\$ Deductible) ☐ ;
 Collision (\$ Deductible) ☐ ;
 Comprehensive (\$ Deductible) ☐ ;
 Specified Perils (\$ Deductible) ☐ ;

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

Signature of Insured

Q.E.F. No. 15c
COMBINED SUBSTITUTION OF AUTOMOBILE AND ADDITIONAL COVERAGE
ENDORSEMENT

Name of Insurance Company

In consideration of the premium herein stated, the policy to which this endorsement is attached shall, from the effective date of this endorsement, be held to apply to the following automobile, of which the registered owner and actual owner thereof are as stated in item 8 of the Declarations.

Policy No.

Effective date

12.01 A.M. standard time

Name and address of Insured

ITEM 3

Particulars of the described automobile :

Model Year ; Trade Name ; Serial Number ; No. of Cyl. ; Type of Body ; Model Name, Number or C.C. ; Truck Gross Weight.

Purchased by Insured : (month, year, new or used) ; cash purchase price to the Insured including equipment ; state amount of mortgage, lien or encumbrance.

State name and address of lienholder or mortgagee to whom, jointly with the Insured, loss if any, under Section B of the Insuring Agreements is payable as their interests may appear (name, address).

and not to the automobile described in the policy, on which the insurance originally written is null and void from the effective date of this endorsement.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

ITEM 4

As respects only the automobile described in this endorsement, the policy is hereby extended to insure against one or more of the perils mentioned in this endorsement, but for insurance under the section(s) or subsection(s) for which a premium is specified in this endorsement and no other and upon the terms and conditions of the policy and for the following specified limits and amounts.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET		\$
	3.	COMPREHENSIVE (excluding collision or upset)		\$
	4.	SPECIFIED PERILS (excluding collision or upset)		\$
ENDORSEMENTS				\$
			Total Premium	\$

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

Q.E.F. No. 16 TEMPORARY SUSPENSION ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

I hereby declare that the automobile described in the policy will be laid up and continuously withdrawn from use on the date stated below and request that the insurance provided in the policy by Insuring Agreements :

INSURING AGREEMENTS

SECTION A Third Party Liability

With respect only to use or operation of
"The Described Automobile"
"A Newly Acquired Automobile"
"A Temporary Substitute Automobile"
as defined in the policy.

Sub-section

SECTION B 1 All Perils
 2 Collision
 or Upset

With respect only to loss or damage caused by Collisions or Upset

be suspended from the day of 19 12.01 A.M. standard time and hereby agree that such insurance is suspended as at said date.

Provided, however, that :

(a) If such suspended insurance is reinstated the Insured shall be entitled to a refund of premium for the period of cancellation calculated according to the following table :

Period of suspension	% of Annual premium	Period of suspension	% of Annual premium
Less than 2 months	Nil	4 months and less than 4½ months	30%
2 months and less than 2½ months	15%	4½ months and less than 5 months	34%
2½ months and less than 3 months	19%	5 months and less 5½ months	38%
3 months and less than 3½ months	22%	5½ months and less than 6 months	41%
3½ months and less than 4 months	26%	6 months or more	45%

(b) In no event, however, shall refund be granted for any suspension period of less than 60 consecutive days. If not sooner reinstated such insurance shall automatically be reinstated on the 1st day of April unless the policy has previously expired and has not been renewed.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Now therefore, in consideration of the aforesaid declaration, request and agreement, the Insurer hereby agrees to the suspension of such insurance and to refund premium as provided for above.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 17 REINSTATEMENT OF TEMPORARY SUSPENSION ENDORSEMENT

NAME OF INSURANCE COMPANY _____

Issued to _____

Attached to and forming part of Policy No. _____

Effective from 12.01 A.M. standard time.

It is hereby agreed that the Insuring Agreements heretofore suspended are from the date stated above reinstated in full force and effect, but the Insurer shall not be liable for any accident occurring prior to such date and subsequent to the date of suspension.

In accordance with the provisions of the Temporary Suspension endorsement attached to this policy the Insured is hereby granted the following refund premiums :

INSURING AGREEMENTS		PERILS	RETURN PREMIUM
SECTION A Third Party Liability		Legal Liability for Bodily Injury to or Death of any Person or Damage to Property	\$
SECTION B Loss of or Damage to Insured Automobile	Sub. Sec.	All Perils (applicable only with respect to loss or damage caused by Collision or Upset)	\$
	1.		
	2.	Collision or Upset	\$
TOTAL REFUND			\$

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 19
LIMIT OF AMOUNT ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12:01 A.M. standard time.

It is hereby understood and agreed that the Insurer shall not be liable under section B of the policy to which this endorsement is attached for any amount in excess of the actual cash value at the time the loss or damage occurs or in excess of the amount of \$, whichever is the lesser.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 20 LOSS OF USE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium stated herein, it is hereby understood and agreed that Additional Agreement (2) "Loss of Use by Theft", of Section B of the policy to which this endorsement is attached is deleted, and the Insurer agrees, following an occurrence for which indemnity is provided under the said Section B, to reimburse the Insured for expense incurred by the Insured for the rental of a substitute automobile, including taxicabs and public means of transportation, as a result of the loss of use of the automobile.

Provided always that :

- (1) the Insurer shall not be liable for such expense in excess of \$ per day per automobile nor totalling more than \$ per automobile per occurrence ;
- (2) reimbursement is limited to such expense incurred during the period commencing seventy-two (72) hours after (a) a theft of the entire automobile has been reported to the Insurer or the police, (b) other type of loss or damage has been reported to the Insurer, and terminating, regardless of the policy period, (i) upon the date of the completion of repairs or replacement of the property lost or damaged, or (ii) upon such earlier date as the Insurer makes or tenders settlement for such loss or damage ; and
- (3) any provision under Section B of the policy by which there is a sum payable by the Insured in respect to a claim thereunder shall not be applicable to the indemnity provided by this endorsement.

Section	Subsection	Additional Premium
B	1	\$
	2	
	3	
	4	
TOTAL		\$

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 21a RECEIPTS OR MILEAGE BASIS FLEET ENDORSEMENT

(monthly reporting form)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby understood and agreed that :

- (a) The policy shall provide insurance with respect to all automobiles owned by and registered in the name of the Insured during the policy period against those perils mentioned in item 4 of the Declarations, but under the section(s) or subsection(s) for which a premium is specified in such item and no other, and upon the terms and conditions of the policy and for the limits and amounts specified in item 4 of the Declarations ;
- (b) The schedule of automobiles filed with the Insurer by the Insured includes all automobiles owned by and registered in the name of the Insured at the effective date of the policy ;
- (c) The total premium stated in item 4 of the Declarations is an advance premium only ;
- (d) The premium for this policy is based on the following rates per
(State basis of rating)

and the estimate of total for the
(Receipts or mileage)

policy period is

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	
Third Party Liability				
SECTION B	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	
	2.	COLLISION OR UPSET		
	3.	COMPREHENSIVE (excluding collision or upset)		
	4.	SPECIFIED PERILS (excluding collision or upset)		
Loss of or Damage to insured Automobile				
ENDORSEMENTS				
TOTAL RATE				

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

- (e) On or before the fifteenth day of each month during the policy period the Insured shall render to the Insurer a statement of the actual amount of
(State basis or rating)

for the preceding month ;

- (f) The advance premium is due and payable at the effective date of the policy. The earned premium under the policy shall be computed monthly by applying the rates specified in paragraph (d) hereof to the amounts reported each month in the Insured's monthly statements. Whenever the aggregate of the monthly earned premiums exceeds the advance premium, the excess shall be due and payable and thereafter all earned premiums shall be due and payable as soon as determined ;

- (g) The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured insofar as they relate to the premium basis or the subject matter of the policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 21b BLANKET BASIS FLEET ENDORSEMENT

(annual premiums adjustment)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12:01 A.M. standard time.

It is hereby understood and agreed that :

- (a) The policy shall provide insurance with respect to all automobiles actually owned by and registered in the name of the Insured during the policy period against those perils mentioned in item 4 of the Declarations, but under the section(s) or subsection(s) for which a premium is specified in such item and no other, and upon the terms and conditions of the policy and for the limits and amounts specified in item 4 of the Declarations ;
- (b) The schedule of automobiles filed with the Insurer includes all automobiles actually owned by and registered in the name of the Insured at the effective date of the policy ;
- (c) The total premium stated in item 4 of the Declarations is an advance premium only ;
- (d) The advance premium is subject to adjustment at the end of the policy period when the Insured shall deliver to the Insurer a written statement with effective dates of all additions to and deletions from the original schedule of automobiles during such policy period. At the end of the policy period, the Insurer shall calculate the earned premium on a *pro rata* basis in respect of the automobiles insured during the policy period in accordance with the rates specified in the schedule for each type of automobile. If the earned premium exceeds the advance premium stated in Item 4 of the Declarations the Insured shall immediately pay such additional premium ; if less, the Insurer shall refund to the Insured the return premium due ;
- (e) The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured insofar as they relate to the premium basis or the subject matter of the policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 23a MORTGAGE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is understood and agreed that loss, if any, under section B of the insuring agreements of the Policy to which this endorsement is attached shall in the event that the automobile is not repaired or the lost or damaged parts thereof are not replaced, be payable, jointly as their interests may appear, to the Insured and to

Name of Lienholder or Mortgage or Assignee
(herein referred to as "lienholder")

Address

Amount of lien or mortgage \$

If the insurance provided by any subsection of section B of the Insuring Agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice of such cancellation to the lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date hereof, the obligation to notify the lienholder shall not be effective after the expiry date specified in this endorsement.

Description of Automobile Insured

Schedule Item Number	Model Year	Trade Name	Serial No.	Expiry date of this Endorsement
----------------------------	------------	------------	------------	------------------------------------

X in boxes below indicates insurance provided under this policy.

All Perils	(\$	Deductible) <input type="checkbox"/> ;
Collision	(\$	Deductible) <input type="checkbox"/> ;
Comprehensive	(\$	Deductible) <input type="checkbox"/> ;
Specified Perils	(\$	Deductible) <input type="checkbox"/> ;

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

**Q.E.F. No. 23b
MORTGAGE ENDORSEMENT****(Broad Form)**

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is understood and agreed that loss, if any, under section B of the Insuring Agreements of the policy to which this endorsement is attached, shall in the event that the automobile is not repaired or the lost or damaged parts thereof are not replaced, be payable to :

Lienholder or Mortgagee or Assignee thereof
(herein referred to as "lienholder")

Address

Amount of lien or mortgage \$ to the extent of the lienholder's interest.

The Insurer agrees that, as to the interest only of the lienholder, the insurance provided by any subsection of said section B shall not be invalidated by :

- (a) any breach of any condition of the policy ; or
- (b) any false statement or misrepresentation in the application or any failure to disclose facts required to be stated therein ; or
- (c) the commission of any fraud or the making of a false statement in respect of a claim under the policy by the Insured.

The lienholder agrees :

- (a) that if the Insured does not pay any premium due under the policy the lienholder will, in demand, pay the same ;
- (b) to notify the Insurer within fifteen days of any change material to the risk which comes to the knowledge of the lienholder and to pay on demand, any increased premium resulting therefrom ;
- (c) to notify the Insurer within fifteen days of any other breach of a condition of the policy or false statement or misrepresentation in the application of Declarations or any failure to disclose facts required to be stated therein which comes to the knowledge of the lienholder.

If the insurance provided by any subsection of section B of the Insuring Agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice of such cancellation to the lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date hereof, the obligation to notify the lienholder shall not be effective after the expiry date specified in this endorsement.

Whenever the Insurer shall pay the lienholder any amount for loss or damage to the automobile under the policy and shall claim that as to subrogated to all rights of the lienholder under all the securities held as collateral to the lien or mortgage debt to the extent of such payment, or the Insurer, at his option, may pay to the lienholder the whole principal due or to grow due on the lien or mortgage with interest then accrued, and shall thereupon receive a full assignment and transfer of the lien or mortgage and all securities held as collateral to the lien or mortgage debt, but no such subrogation shall impair the rights of the lienholder to recover the full amount of his claim.

Description of Automobile Insured

Schedule Item Number	Model Year	Trade Name	Serial No.	Expiry date of this Endorsement
----------------------------	------------	------------	------------	------------------------------------

X in boxes below indicates insurance provided under this policy.

All Perils	(\$	Deductible) <input type="checkbox"/> ;
Collision	(\$	Deductible) <input type="checkbox"/> ;
Comprehensive	(\$	Deductible) <input type="checkbox"/> ;
Specified Perils	(\$	Deductible) <input type="checkbox"/> ;

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

Q.E.F. No. 24 FIRE APPARATUS ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby understood and agreed that the Insurer shall not be liable under section B of the policy to which this endorsement is attached for loss or damage to fire-fighting, rescue or salvage equipment which has been removed from the automobile while the automobile is at the location of a fire.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 25 ALTERATION ENDORSEMENT

(changes or corrections of statements in the Declarations or of the rating classification)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is understood and agreed that the following change(s) is (are) hereby made in the statement(s) set opposite the undermentioned item(s) of the Declarations.

CHANGE IN PREMIUM			ITEM No.	PARTICULARS OF CHANGE
SECTION	Additional Premium	Return Premium		
A Sub.	\$	\$		
Sec.				
1	\$			
B 2	\$			
3	\$			
4	\$			
Endorsements				
TOTAL	\$	\$		
Net Additional/ Return Premium		\$		

The Rating Classification is changed to

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 26
DISAPPEARING DEDUCTIBLE ENDORSEMENT

(all perils or collision)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is hereby understood and agreed that the amount deductible under subsections 1 or 2 of Section B of the Insuring Agreements of the policy to which this endorsement is attached, shall be \$ less the amount by which the actual loss or damage exceeds such sum.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 27 LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium stated herein, the Insurer agrees to indemnify the Insured or his or her spouse, their succession or their administrators against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of any automobile, including its equipment, not owned by or registered in the name of the Insured or by any person or persons residing in the same dwelling premises as the Insured, and resulting from loss of or damage thereto caused by such of the perils described herein for which a premium is specified herein and no other.

INSURING AGREEMENTS	PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION B Loss of or Damage to insured Automobile	1. ALL PERILS	\$	\$
	2. COLLISION OR UPSET	\$	\$
	3. COMPREHENSIVE (excluding collision or upset)	\$	\$
	4. SPECIFIED PERILS (excluding collision or upset)	\$	\$
ENDORSEMENTS			\$
Total Premium			\$

Provided always that :

- (1) The perils for which indemnity for loss or damage to such automobile is provided in this endorsement shall be the same perils as are stated in the similar subsections of section B of the policy to which this endorsement is attached ;
- (2) The indemnity provided by this endorsement shall be applicable only as respects an automobile of the type ;
- (3) Not more than one such automobile shall be in the care, custody or control of the Insured or his or her spouse at any one time ;
- (4) The Additional Agreements of Insurer under section A of the policy to which this endorsement is attached shall, insofar as they are applicable to the subject matter of this endorsement, extend to the indemnity provided herein ;

(5) The Insurer shall not be liable under this endorsement for any amount in excess of \$ (exclusive of interest and costs) for any one occurrence ;

(6) Such automobile is being used with the consent of the owner or lessee thereof.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 28
REDUCTION OF COVERAGE AS RESPECTS OPERATION BY NAMED
PERSONS ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby agreed that the limits, amounts perils and deductible amounts specified in sections A and B of the Declarations are amended to read as stated below while is personally driving the automobile.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	INSURED NOT INSURED
SECTION A Third Party Liability		LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	\$ (exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	
SECTION B Loss of or Damage to insured Automobile	SUB SEC			
	1.	ALL PERILS	\$	
	2.	COLLISION OR UPSET	\$	
AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE				

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

- Note : (1) If section A is shown on policy coverage here above must be at least the minimum limit.
- (2) If any subsection of B is not to be insured here above show "NOT INSURED" in the appropriate space.
- (3) It shall not be permitted to state a class of persons, just specific person(s).

Q.E.F. No. 29

ADDITIONAL COVERAGE AS RESPECTS OPERATION BY NAMED PERSONS ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premiums herein stated the policy to which this endorsement is attached is hereby extended to insure against one or more of the perils mentioned in this endorsement, but only under the section(s) or subsection(s) for which a premium is specified in this endorsement and no other and upon the terms and conditions of the policy and only while personally drives the automobile or while the automobile is not in operation.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A Third Party Liability	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B Loss of or Damage to insured Automobile	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET		\$
	3.	COMPREHENSIVE (excluding collision or upset)		\$
	4.	SPECIFIED PERILS (excluding collision or upset)		\$
ENDORSEMENTS				\$
			Total Premium	\$

The amount of insurance provided by the policy including this endorsement shall not exceed the limits and amounts specified above.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Note : It shall not be permitted to state a class of persons, just specific person(s).

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 30
EXCLUDING OPERATION OF ATTACHED MACHINERY ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby understood and agreed that the Insurer shall not be liable under section A of the policy to which this endorsement is attached for loss or damage arising from the ownership, use or operation of the following described machinery or apparatus, including its equipment, mounted on or attached to the automobile, while at the site of the use or operation of such machinery or apparatus.

.....
(Description of Machinery or Apparatus, excluded)

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 31
NON-OWNED EQUIPMENT ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is understood and agreed that with respect to tank(s), pump(s), meter(s), apparatus, machinery or equipment owned by persons other than the Insured which are normally attached to the automobile :

- (a) section A of the policy applies to the use or operation thereof while in the care, custody or control of the Insured ; and,
- (b) if insurance is provided by this policy under one or more of the subsections of section B, the insurance under the said subsections applies to the above mentioned tank(s), pump(s), meter(s), apparatus, machinery or equipment while in the care, custody or control of the Insured but the Insurer shall not be liable with respect to loss or damage thereto for any amount in excess of the actual cash value at the loss, if any, shall be payable jointly to the Insured and to as their interests may appear.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

- NOTE (1) If the contract between the Insured and the owner of the equipment provides that the Insured is only liable up to a specified maximum amount, such amount may be stated in section (b) above.
- (2) Q.E.F. No. 30 (Excluding Operation of Attached Machinery) may not be used with this form.

Q.E.F. No. 32
MOTORIZED RECREATIONAL VEHICLE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby understood and agreed that when an automobile of the motorized recreational vehicle type (such as, but not restricted to, vehicles commonly referred to as snowmobiles, minibikes, midget automobiles, all terrain vehicles and dune buggies, whether commercially built or otherwise) is described under item 3 of the Declarations, only in respect to this type of automobile, the Insurer waives compliance with the Unauthorized Driver provision of sub-condition (1) (a) of Condition 4 and the following amendments shall be construed to have been made in the Insuring Agreements and conditions of the policy :

Amendments :

- (1) Throughout the policy, the word "automobile", and if so designated the specific type thereof, is replaced by the words "automobile of the motorized recreational vehicle type described".
- (2) Under General Provisions, Definitions and Exclusions, paragraph (f) of the definition of "the automobile" is replaced by the following paragraph : "(f) Trailer – a trailer, owned or non-owned by the Insured, not described in this policy, while used in connection with an insured motorized recreational vehicle of the type described."

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number LB,48 of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 33
EMERGENCY SERVICE EXPENSE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is hereby understood and agreed that the Insurer will reimburse the Insured upon presentation of receipted bills and acceptable evidence of loss, for towing and emergency service expense necessitated by the disablement of the automobile. It is understood that the amount of insurance does not exceed the sum of \$ in any one occurrence and does not include the cost of parts or supplies, gasoline, oil, batteries or tires.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 34 ACCIDENT BENEFITS

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12:01 A.M. standard time.

Every person entitled to indemnity under this endorsement shall, as a condition precedent to their right to be indemnified, agree to and accept the INSURING AGREEMENTS AND SPECIAL PROVISIONS, DEFINITIONS and EXCLUSIONS of this endorsement as well as the general provisions, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy to the extent they may be applicable to this endorsement.

In consideration of the premium herein stated, the Insurer agrees to pay to or with respect to each insured person as defined in this endorsement who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use, operation or existence of an automobile.

Where an Insured Person is entitled to benefits under this endorsement, he may recover only an amount equal to one benefit notwithstanding the number of automobiles insured under the policy to which this endorsement is attached.

SECTION	SUB. SECTION	PERILS	LIMITS	PREMIUM
1	1	Death benefits	Principal sum \$	} \$
	2	Dismemberment	Principal sum \$	
	3	Medical and funeral expenses	\$ per person	
2		Total disability	Maximum weekly benefit \$	\$
			Total premium	\$

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

SECTION 1 – MEDICAL PAYMENTS, DEATH AND DISMEMBERMENT BENEFITS

Subsection 1 – Death Benefits

For death which ensues within 12 months of the accident, the following applicable percentage of the principal sum stated in subsection 1 or section 1, above, of this endorsement :

(a) The Name Insured 100 %

(b) The spouse of the Name Insured %

(c) Any dependent child %

and in addition, 10% of the principal sum for each dependent child upon the death of the Named Insured or of his or her spouse.

For the purposes of this part of subsection 1 :

- (1) The total sum payable with respect to the death of an insured person shall be paid to his or her surviving spouse, if any. The total sum payable with respect to the death of a person without a spouse but with dependents shall be divided equally among such dependents. The total sum payable with respect to the death of a person without a spouse or dependents shall be paid to his or her estate. The total sum payable with respect to the death of a dependent child shall be paid to the Name Insured.
- (2) The amount payable hereunder for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under subsection 2 of this endorsement.

Subsection 2 – Dismemberment

For dismemberment or loss of sight which ensues within 12 months of the date of the accident the following applicable percentage of the principal sum stated in subsection 2 of section 1, above, of this endorsement :

For specific loss of :	Percentage of Principal Sum Payable
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and sight of one eye	100%
One arm above elbow or one leg above knee	75%
One hand or one foot or sight of one eye	50%

FOR THE PURPOSE OF THIS PART OF SUBSECTION 2 :

- (1) “Loss” shall mean entire and irrecoverable loss of sight or of actual severance through or above wrist, elbow, ankle or knee joints ;
- (2) The maximum amount payable under this part shall in no event exceed the principal sum.

Subsection 3 – Medical Funeral Expenses

All reasonable expenses incurred, within two years from the date of accident, as a result of such injury for necessary medical, surgical, dental, ambulance, hospital, professional nursing and funeral services.

Exclusions

The Insurer shall not be liable under this subsection :

- (a) for those portions of such expenses payable or recoverable under any medical, surgical dental or hospitalization plan or law or, except for similar insurance, under any other insurance policy or certificate issued to, or for the benefit of, any insured person ; or
- (b) for any amount in excess of the limit stated in subsection 3 of section 1, above, of this endorsement and in no event for funeral services with respect to the death of any one person in excess of the amount of Five Hundred Dollars.

SECTION 2 – TOTAL DISABILITY

At the rate of the amount stated as the weekly benefit in section 2, above, of this endorsement, or as stated herein, for the period during which the injury shall wholly and continuously disable such insured person, provided :

- (a) the Named Insured was employed at the date of the accident ; a person shall be deemed to be employed (a) if actively engaged in an occupation or employment for wages or profit at the date of the accident, or (b) if 21 years of age or over and under the age of 65 years, so engaged for any 6 months out of the preceding 12 months ;
- (b) within 20 days from the date of the accident such injury prevents the Named Insured from performing any and every duty pertaining to his occupation or employment ;
- (c) subject to the provisions of (e) below, where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another policy, including a policy of group accident insurance and a life insurance policy providing disability insurance, exceed the money value of the time of the insured person, the Insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such policies ;
- (d) no benefit shall be payable for the first 7 days of such disability or for any period in excess of weeks ; if at the end of such weeks it has been established that such injury has permanently and totally disabled the Named Insured from engaging in any occupation or employment for wages or profit, the Insurer agrees to pay such weekly benefit for a further period of up to weeks ;
- (e) coverage under this section shall be deemed to be excess insurance in respect of any benefits payable under the Workmen's Compensation Act or the Crime Victims' Compensation Act or by the Régie de l'assurance automobile du Québec under the Québec Automobile Insurance Act, and shall be reduced by whatever amounts may be subject to non-payment under Sections 26, 27, 29 and 30 of the said Act.

SPECIAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. DEFINITIONS

In this endorsement the words "dependent child" mean :

- (a) Any child under the age of 18 years for whose support the deceased is legally liable and who is dependent upon the deceased for financial support ; or
- (b) Any child 18 years of age or over and residing in the same dwelling premises as the deceased and totally dependent on him or her for financial support, because of mental or physical disability.

The words "insured person(s)" mean :

- (a) In respect of Section 1, the Named Insured, his or her spouse and any dependent child of either ;
- (b) In respect of Section 2, the Named Insured.

The words "Named Insured" mean :

the "Named Insured", or if such is a Corporation, Unincorporated Association or Registered Copartnership, any employee or partner thereof who regularly uses a described automobile for which a premium has been stated in respect of this endorsement.

The unqualified word "dependent(s)" means :

- (a) the dependent children as defined above ;
- (b) the deceased's father and mother, residing in the same dwelling premises as the deceased at the time of accident, and principally dependent upon him for financial support.

2. EXCLUSIONS

The Insurer shall not be liable for bodily injury or death :

- (a) occurring while the automobile is being used in any race or speed test ; or
- (b) caused directly or indirectly by sickness or disease unless the claimant establishes that such sickness or disease was contracted as a direct result of an accident covered by this policy ; or
- (c) resulting from suicide of a person, or attempt thereat, whether sane or insane, prior to two years of continuous insurance ; or
- (d) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces during hostilities, whether war be declared or not.

3. NOTICE AND PROOF OF CLAIM

The insured person or his agent, or the person otherwise entitled to make claim or his agent, shall :

- (a) give written notice of claim to the Insurer not later than 30 days from the date of accident ;
- (b) within 90 days from the date of accident for which the claim is made furnish to the Insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby ;
- (c) if so required by the Insurer, furnish a medical certificate as to the cause and nature of the injury for which the claim is made and as to the duration of the disability caused thereby.

4. MEDICAL REPORTS

The Insurer has the right, and the claimant shall afford to the Insurer an opportunity, to examine the person of the insured person when and as often as it reasonably requires while the claim is pending, and also, in the case of death of the insured person, to make an autopsy subject to the law relating to autopsies.

5. RELEASE AND SUBROGATION

The Insurer may pay any person entitled to indemnity under this endorsement or pay any person or organization rendering any of the services provided herein on behalf of such persons and such payment shall reduce the amount recoverable under section 1 of this endorsement. Payment shall not constitute admission of liability of the Insured or Insurer for the occurrence and the Insurer may demand as a condition precedent to payment release from liability in favour of the Insured and, where authorized by Law, subrogation of right in favour of the Insurer to the extent of such payment.

6. WHEN MONEYS PAYABLE

- (a) All amount payable under this endorsement other than benefits under section 2 hereof shall be paid by the Insurer within 60 days after it has received proof of claim. The initial benefits for loss of time under section 2 hereof shall be paid within 30 days after it has received proof of claim and payment shall be made thereafter within each 30 day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes prior to payment proof of continuing disability ;
- (b) No person shall bring an action to recover the amount of a claim under this section unless the requirements of provisions (3) and (4) hereof are complied with nor until the amount of the loss has been ascertained as provided in this endorsement ;
- (c) Every action or proceeding against the Insurer for the recovery of a claim under this endorsement shall be commenced within three years from the date on which the cause of action arose and not afterwards.

7. Condition of the policy no. 16 does not apply to this endorsement.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 34A INSURED PERSONS ACCIDENT BENEFITS

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of an addition/return premium of \$, it is hereby understood and agreed that as regards each person named in this endorsement, the amounts of insurance stated in endorsement no. 34 are deleted and replaced by those appearing below.

Name	Date of birth	Principal sum	Maximum weekly benefit	Extra/or return premium
------	---------------	---------------	------------------------	-------------------------

1

2

3

4

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 40
FIRE AND THEFT DEDUCTIBLE ENDORSEMENT

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium charged it is hereby understood and agreed that the amount deductible, if any, under subsection 1, 3 or 4 of section B of the policy shall also apply on each separate claim for loss or damage caused by fire or theft of the entire automobile.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number of the schedule of automobiles attached to and forming part of this policy.

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

N.B. This endorsement is intended for use with policies insuring such vehicles as motorcycles or snowmobiles.

QUÉBEC AUTOMOBILE INSURANCE POLICY
Q.P.F. No. 2
DRIVER'S FORM

The Québec Automobile Policy form as follows :

Q.P.F. No. 2 Québec Automobile Insurance Policy – Driver's Form

is approved under article 2479 of the Civil Code and its use by all insurers is authorized of 1 November 1979.

Q.P.F. No. 2
QUÉBEC AUTOMOBILE INSURANCE POLICY
DRIVER'S FORM

NAME OF INSURANCE

This form is intended to modify Québec Automobile Insurance Policy Q.P.F. No. 1 (Owner's form) and convert it to an individual driver's form of insurance. Therefore, except for the Declarations appearing hereunder, the said Q.P.F. applies entirely to driver's insurance.

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured in respect of the use or operation of any automobile, including its equipment, not owned by or registered in the name of the Insured while and only while the Insured is personally in control of such automobile as driver or occupant or which is not in operation but is in the personal care, custody or control of the Insured.

DECLARATIONS**ITEM 1**

Full name and postal address of the Insured

Date of birth (day, month, year)

Occupation or business

Name of employer and business address

ITEM 2

Policy period

From 19 * to 19 *

* 12.01 A.M. Standard time at the Insured's address stated herein as to each of said dates.

ITEM 3

- (A) This insurance shall apply only in respect to a non-owned automobile and the Insuring Agreements of Q.P.F. No. 1 shall be deemed to be amended accordingly.
- (B) This insurance shall not cover the liability of any person, firm or corporation other than the Insured and section A of the Insuring Agreements of the policy shall be deemed to be amended accordingly.
- (C) The insurance provided in respect of section B shall be deemed to be amended to provide indemnity against the liability imposed by law upon the Insured or assumed by him under any contract of agreement for loss or damage arising from the care, custody or control of a non-owned automobile. The indemnity provided by the additional agreements of section A, shall also be available, if applicable.

ITEM 4

On the basis of the application submitted, insurance is hereby provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of this policy and for the following specified limit(s) and amount(s).

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	PREMIUM
SECTION A THIRD PARTY LIABILITY	SUB SEC	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	(exclusive of interest and costs) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT	\$
SECTION B LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE	1.	ALL PERILS	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$
	2.	COLLISION OR UPSET		\$
	3.	COMPREHENSIVE (excluding collision or upset)		\$
	4.	SPECIFIED PERILS (excluding collision or upset)		\$
ENDORSEMENTS				\$
Minimum Retained Premium : \$			Total Premium :	\$

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

ITEM 5

- (A) What type of automobile does the Insured expect to drive ? (State whether private passenger, taxicab, bus, truck, transport, etc.)
- (B) For what purposes will such automobile be chiefly used ?
- (C) Will such automobile be used for carrying passengers for compensation or hire or for carrying explosives or radioactive materials ? If so, state particulars.
- (D) Is the Insured suffering from the loss of, or loss of use of an eye, hand, foot or limb, or is the physically or mentally disabled to an extent that might affect the safe operation of an automobile ?

ITEM 6

- (A) Has any license, permit, registration certificate or other like authority, issued to the Insured under any law or statute of any province, state or country relating to automobiles, to the knowledge of the Insured, been, or continued to be, suspended or cancelled within the three years preceding this policy ?
- (B) Has any insurer, to the knowledge of the Insured, cancelled, declined or refused to renew or issue automobile insurance to the Insured within the three-years preceding this policy ? If so, state name of Insurer.

ITEM 7

State particulars of all accidents, losses or claims arising out of the ownership, use or operation of any automobile by the Insured within the three years preceding this policy.

Injury to persons ;

Damage to property of others ;

Damage to owned or operated automobile by :

(A) Collision

(B) Other causes

ITEM 8

All the statements herein are true and the Insured hereby acknowledges that this policy has been issued on the basis thereof.

ITEM 9

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

QUÉBEC AUTOMOBILE INSURANCE POLICY**Q.P.F. No. 4****GARAGE FORM
AND ENDORSEMENTS**

The Automobile Policy form Q.P.F. No. 4 Québec Automobile Insurance Policy – Garage Form, and also attached are the following endorsement forms :

Q.E.F. No. 70	Excluding owned automobiles endorsement
Q.E.F. No. 71	Change of limits, amounts or payroll endorsement
Q.E.F. No. 72	Alteration endorsement
Q.E.F. No. 73	Open lot pilferage endorsement
Q.E.F. No. 74	Additional insured endorsement
Q.E.F. No. 75	Reduction of coverage as respects operation by named persons endorsement
Q.E.F. No. 76	Excluding financed automobiles endorsement
Q.E.F. No. 77	Extended theft coverage endorsement
Q.E.F. No. 78	Accident Benefits
Q.E.F. No. 78A	Insured Persons – Accident Benefits
Q.E.F. No. 79	Monthly average inventory report form

Are approved under article 2479 of the Civil Code and their use by all insurers are authorized as of 1 November 1979.

**Q.P.F. No. 4
QUÉBEC AUTOMOBILE INSURANCE POLICY
GARAGE FORM**

NAME OF INSURANCE COMPANY

DECLARATIONS

ITEM 1

Full name of the Insured

Business address

Location of other premises where business is conducted

ITEM 2

Policy period

From 19 * to 19 *

*12.01 A.M. Standard time at the Insured's address stated herein as to each of said dates.

ITEM 3

The automobiles in respect of which insurance is to be provided are those used in connection with the Insured's business of :

(Specify whether automobile dealer, repair garage, service station, storage garage or parking lot and describe all other business, in respect of which insurance is to be provided, conducted by the Insured at the locations specified in Item 1 hereof).

ITEM 4

On the basis of the application submitted, insurance is hereby provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of this policy and for the following specified limit(s) and amount(s).

INSURING AGREEMENTS	PERILS	LIMITS AND AMOUNTS	ESTIMATED TOTAL PAYROLL FOR POLICY PERIOD	RATES PER 100 \$ OF PAYROLL	ADVANCE PREMIUM
SECTION A THIRD PARTY LIABILITY	Sub Sec Legal liability for bodily injury to or death of any person or damage to property of others excluding loss or damage to any customer's automobile	(exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.	\$	\$	\$
SECTION B DAMAGE TO OWNED AUTOMOBILES	1 COLLISION OR UPSET	Actual cash value at time of loss or damage not exceeding the actual cost to the Insured. \$ Sum payable by Insured in respect at each separate claim.	\$	\$	\$
	Limit of liability at each location as per Item 1	Building or lot	Sub. Sec.	Rate per 100 \$ of Insurance	Sum payable by Insured in respect of each separate occurrence
	2 COMPREHENSIVE (excluding collision or upset)	(1) \$		2	
		(2) \$			
	3 SPECIFIED PERILS INCLUDING THEFT	(3) \$		3	
	4 SPECIFIED PERILS EXCEPT THEFT	(4) \$		4	

IN RESPECT OF SUBSECTIONS 2, 3 AND 4 OF SECTION B

In respect of each automobile, the actual cash value at the time of loss or damage not exceeding the actual cost to the applicant and subject to that limit for each automobile :

(A) The amount of insurance stated in the monthly report if any, or

(B) The limit of insurance stated herein to be applicable to each specified location for loss or damage from any one occurrence at each specified location, or

(C) The amount of loss or damage to not more than four of the insured automobiles elsewhere.

The premium for the policy shall be computed at the rates stated above and shall be adjusted and paid as herein stated (indicate basis applicable)

☐ monthly average basis ☐ blanket basis with coinsurance clause

SECTION C LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	1 COLLISION OR UPSET	\$ (exclusive of interest and costs) any one accident, not exceeding the actual cost to the Insured. \$ Sum payable by Insured in respect of each separate occurrence.	Estimated total payroll for policy period	Rates per 100 \$ of payroll	
	2 SPECIFIED PERILS	Limit of liability at each location as per Item 1 (1) \$ (2) \$ (3) \$ (4) \$		Maximum no. of customers' automobiles	\$

ENDORSEMENTS
LIENHOLDER OR MORTGAGEE

MINIMUM RETAINED PREMIUM \$

TOTAL ADVANCE PREMIUM \$

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

ITEM 5

- (A) The advance premiums stated in Item 4 for section A and subsection 1 of sections B and C are computed on the estimated total payroll for the policy period. The word "payroll" as used herein shall mean the entire remuneration (including salaries, wages, commissions, bonuses and other compensation) earned during the policy period by all proprietors, partners, executive officers and employees of the Insured subject to a maximum amount of \$ per annum or \$ per week in any one policy year for each such proprietor, partner, executive officer and employee, engaged in the business of the Insured described in Item 3.
- (B) The advance premiums are subject to adjustment at the end of the policy period when the Insured shall deliver to the Insurer written statement of the total amount expended for payroll for the policy period. If the premium computed on such payroll exceeds the advance premium at the rates stated in Item 4. If less, the Insurer shall return to the Insured the unearned premium when determined, but the Insurer shall, in any event, receive or retain not less than the minimum retained premium stated in Item 4.

ITEM 6

As any Insurer cancelled, declined or refused to renew or issue automobile or fire insurance to the Insured within the three years preceding this policy? If so, state name of Insurer.

ITEM 7

State particulars of all accidents, losses or claims arising out of the ownership, use or operation of any automobile by the Insured or in connection with his business within the three years preceding this policy.

Injury to persons ;	Damage to insured's vehicles
	(A) Collision
	(B) Other
Damage to property of others	(A) Not in care of Insured
	(B) In care of Insured

ITEM 8

All the statements herein are true and the Insured hereby acknowledges that this policy has been issued on the basis thereof.

ITEM 9

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

Agent or Broker

At

AGREEMENTS

This policy is subject to the Automobile Insurance Act, the Insurance Act and their Regulations, and has been approved by the *Superintendent of Insurance*.

INSURING AGREEMENTS

Now, therefore, in consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable under the section(s) or subsection(s) of the following Insuring Agreements A, B and C for which a premium is specified in Item 4 of the Declarations and no other.

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured, his succession or his administrators, against the liability imposed by law upon the Insured and resulting from bodily injury to or death of any person or damage to property of others,

OWNED AUTOMOBILES

- (a) and in the same manner and to the same extent as the Insured, every other person who personally drives any owned automobile as defined in this policy against the liability imposed by law upon the Insured or upon such other person for loss or damage arising from the ownership, use or operation of any such owned automobile ; and

NON-OWNED AUTOMOBILES

- (b) against the liability imposed by law upon the Insured for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in Items 1 and 3 of the Declarations of any automobile not owned by the Insured.

EXCLUSIONS

The Insurer shall not be liable under this section :

- (1) Except where the Automobile Insurance Act does not apply, for bodily injury or death covered under the said Act, the Workmen's Compensation Act or the Crime Victims Compensation Act ; nor
- (2) For any liability imposed by any workmen's compensation law upon any person insured by this section ; nor
- (3) For loss or damage sustained by any person insured under this section, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned Automobile Insurance Act ; nor
- (4) For loss or damage resulting from bodily injury to or the death of any partner, executive officer or employee of such person while engaged in the business of such person ; nor
- (5) For any amount in excess of the limit stated in section A of Item 4 of the Declarations, and expenditures provided for in the Additional Agreements of this section, irrespective of the number of persons or interests insured ; nor
- (6) For loss or damage to any customer's automobile as defined in the General Provisions, Definitions and Exclusions of this policy ;
- (7) For any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of insurance prescribed by the aforementioned Automobile Insurance Act.

See Also General Provisions, Definitions, Exclusions and Conditions of this Policy

ADDITIONAL AGREEMENTS

Where indemnity is provided by this section, the Insurer further agrees :

- (1) The indemnity shall be applied first to the protection of the Named Insured and the remainder, if any, to the protection of the other persons entitled to indemnity under the terms of this section ; and
- (2) Immediately upon receipt of notice of loss or damage caused to persons or property, to serve any person insured by this section by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims as may be deemed expedient by the Insurer ; and
- (3) To defend in the name and on behalf of any person insured by this section and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property ; and
- (4) To pay all costs taxed against any person insured by this section in any civil action defended by the Insurer and any interest accruing as from the date of the action upon that part of the judgment which is within the limits of the Insurer's liability ; and
- (5) In case the injury be to a person, to reimburse any person insured by this section for outlay for such medical aid as may be immediately necessary at the time of such injury ; and
- (6) That the Insurer shall be liable up to the minimum limit(s) prescribed for that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that limit(s) is higher than the limit(s) stated in section A of Item 4 of the declarations ; and
- (7) Not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the State of the United States of America in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured :

- (a) constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the ownership, use or operation of the automobile ;
- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

SECTION B – LOSS OF OR DAMAGE TO OWNED AUTOMOBILES

The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to any owned automobile, including its equipment, resulting from

Subsection 1 – COLLISION OR UPSET – caused by collision with another object or by upset ;

Subsection 2 – COMPREHENSIVE – from any peril other than by collision with another object or by upset ;

The words “another object” as used in this subsection 2 shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

For the purpose of this subsection 2, loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 2. In addition, coverage under this subsection 2 is extended to include loss or damage caused by collision with a person or with an animal, a bird or a fish.

Subsection 3 – SPECIFIED PERILS – (including theft) caused by fire, lightning, theft or attempt thereof, windstorm earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any railway car in or upon which the automobile is being transported on land or water ;

Subsection 4 – SPECIFIED PERILS – (excluding theft) caused by fire, lightning, windstorm earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any railway car in or upon which the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection of section B except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection, shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection of section B of Item 4 of the Declarations.

AGREEMENT OF INSURED

By the acceptance of this policy the Insured agrees that in the event of loss or damage for which indemnity is provided by this section, the Insured shall, if so requested by the Insurer, replace the property or make the necessary repairs at actual cost to the Insured.

EXCLUSIONS

The insurer shall not be liable :

(1) Under any subsection of section B for loss or damage :

- (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection ; nor
- (b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale, lease or other similar written agreement ; nor
- (c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense ; nor
- (d) to contents of trailers ; nor
- (e) to tapes and equipment for use with a tape player or recorder when such tapes or equipment are detached therefrom ; nor
- (f) to equipment, unless at the time of loss or damage such equipment was attached to and forming part of the automobile ; nor
- (g) caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance, repair, servicing or parking of the automobile whether the theft occurs during the hours of such service or employment or not ; nor
- (h) to any automobile while being carried in or upon any automobile owned, hired or leased by the Insured, which is designed for transportation or other automobiles, provided that a tow truck shall not be deemed to have been designed for that purpose ; nor
- (i) to any automobile in the possession of a purchaser under any partial payment plan ; nor

- (2) Under subsections 2 & 3, for loss or damage from theft from any open lot or unroofed space owned, rented or controlled by the Insured except the theft of an entire automobile.
- (3) Under subsection 4, for loss or damage occurring after theft of the automobile and before its recovery.

See also General Provisions, Definitions, Exclusions and Conditions of this Policy

ADDITIONAL AGREEMENTS

- (1) Where loss or damage arises from a peril for which a premium is specified under section B hereof, the Insurer further agrees :
- (a) to pay general average, salvage and fire department charges, and customs duties of Canada or of the United States of America, for which the Insured is legally liable ;
 - (b) to waive subrogation against every person who, with the Insured's consent, has care, custody or control of the automobile, provided always that this waiver shall not apply to any person having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles, or who has committed a breach of any condition of this policy.

SPECIAL CONDITIONS

Under subsections 2, 3 and 4, it is a condition that :

(1) Where the premium is determined on a monthly average basis :

- (A) – **Monthly Statements.** On or before the fifteenth day of each month, the Insured shall render to the Insurer a statement (Q.E.F. No. 79) of the actual cash value of all automobiles insured hereunder (showing separately values at each location) at the close of business on the last business day of the preceding month.
- (B) – **Verification of Monthly Statements and Penalty for Evasion.** The Insurer, through any authorized representative and at all reasonable times, shall have access to the Insured's books and records for the purpose of determining any fact relating to this insurance. Any evasion or attempted evasion by the Insured in connection with monthly statements, payment of premium hereunder, or any matter relating to this insurance shall void the policy and shall be an absolute defense to any suit or action brought under the policy.
- (C) – **Premium Computation.** The total advance premium stipulated in the policy shall be due and payable upon the attachment of this insurance. The earned premium shall be computed monthly by applying *pro rata* of the specified rate to the amount of the actual cash value of all automobiles insured hereunder during each month, as shown in the Insured's monthly statement. Whenever the aggregate of the monthly earned premiums exceed the total advance premiums, the excess shall be due and payable and thereafter all earned premiums shall be due and payable at the end of each month.

If the policy be cancelled or shall have expired and the earned premium to date of cancellation or expiration cannot be determined because of the Insured's failure to furnish the Insurer with monthly statements of values (Q.E.F. No. 79), the Insurer shall be entitled to an earned premium for the period for which monthly statements have not been furnished computed by applying *pro rata* of the specified rate to 75% of the limit of liability at each specified location.

(2) Where the premium is determined in a blanket basis with coinsurance clause :

- (A) – **Premium.** The total advance premium stipulated in the policy shall be due and payable upon the attachment of this insurance.

- (B) – **Coinsurance Clause.** The Insured shall maintain insurance under the policy on the automobiles hereby insured at each specified location, to the extent of at least 80% of the actual cash value thereof, and failing so to do, the Insured shall be a coinsurer to the extent of an amount sufficient to make the aggregate insurance equal to 80% of the actual cash value of such automobiles at the time of loss or damage and, in that capacity, shall bear his proportion of any loss or damage that may occur.

IN CASE OF LOSS OR DAMAGE, the coinsurance clause shall not apply where the total loss or damage is confined to one automobile only.

- (C) – **Additions and Reductions.** If the Insured shall request and the Insurer shall accept any increase or reduction in the limit of liability at any specified location, such increase or reduction shall be endorsed hereon and the additional or return premium therefor shall be calculated at *pro rata* of the specified rate. If the Insured shall request and the Insurer shall accept insurance on automobiles stored in additional locations, each additional location, the Limit of Liability thereat and the premium to be charged therefor, shall be endorsed on the Policy.

SECTION C – LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage to customer's automobiles as defined in this policy.

Subsection 1 – COLLISION OR UPSET – (Subject to the limitations stated on the Declarations), caused by collision with another object or by upset :

The Insurer shall not be liable under this subsection for loss or damage :

- (1) from fire, however clausued, nor
- (2) occurring after theft of the automobile and before recovery of the automobile.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in subsection 1 of Section C of Item 4 of the Declarations.

Subsection 2 – SPECIFIED PERILS – caused by fire, lightning, theft or attempt thereat, malicious mischief, wind-storm, hail, explosions, riot or civil commotion, rising water or the stranding, sinking, burning, derailment, collision or upset of any railway car or watercraft in or upon which the automobile is being transported.

The Insurer shall not be liable under this subsection

- (a) for any amount in respect of each location described in section C of Item 4 of the Declarations in excess of the limit stated for that location, and expenditures provided for in the Additional Agreements of this section ; nor
- (b) subject to the lowest limit stated for any location, for loss or damage to more than two automobiles at any un-stated location ; or
- (c) for loss or damage :
 - (1) from the explosion of tires or in the combustion chamber of the engine of the automobile, nor
 - (2) from theft from any open lot or unroofed space owned, rented or controlled by the Insured except the theft of an entire automobile.

Coinsurance clause – If at the time the loss occurs there are in or on the premises at the location where the loss occurs a greater number of customers' automobiles than the "Maximum Number of Customers' Automobiles" stat-

ed for such location in Item 4 of the Declarations, the Insurer shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the "Maximum Number of Customers' Automobiles" stated for such location bears to the total number of customers' automobiles in or on the premises at the location at the time the loss occurs.

See also General Provisions, Definitions, Exclusions and Conditions of this Policy

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this section the Insurer shall :

- (1) upon receipt of notice of loss or damage caused to property, serve any person insured by this section by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer ; and
- (2) defend in the name and on behalf of any person insured by this section and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property ; and
- (3) pay all costs taxed against any person insured by this section in any civil action defended by the Insurer and any interest accruing as from the date of the action upon that part of the judgment which is within the limit(s) of the Insurer's liability.

AGREEMENT OF INSURED

By the acceptance of this policy the Insured agrees that in the event of loss or damage for which indemnity is provided by this section, the Insured shall, if so requested by the Insurer, replace the property or make the necessary repairs at actual cost to the Insured.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

Unless specifically stated elsewhere, insurance provided by this policy applies only within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. PERSONNEL OF OTHER GARAGES EXCLUDED

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles shall be entitled to indemnity or payment under this policy for any loss, damage, injury or death sustained while engaged in the use of operation of or while working upon the automobile, as defined in this policy, in the course of such business, or while so engaged, is an occupant of or enters or gets on to or alights from such automobile, unless the person is the Insured or his employee or partner.

3. DEFINITIONS

Nuclear energy hazard

In this policy, unless otherwise indicated by the context, the words "**nuclear energy hazard**" mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada).

Spouses

In this policy, unless otherwise indicated by the context, the word "**spouses**" means a man and a woman who :

- (a) at the time of the accident are married and residing in the same dwelling premises ; or
- (b) have been living together as husband and wife for three years, or for one year if a child has issued from their union, and have been publicly represented as spouses.

Owned Automobile

In this policy, except where stated to the contrary, the words "any owned automobile" mean any automobile, trailer or semi-trailer, including their equipment, owned by the Insured in the business stated in Items 1 and 3 of the declarations and any owned automobile sold in such business by the Insured but not delivered by him to the purchaser thereof, or for pleasure use, except any owned automobile the ownership, operation or use of which is excluded.

Customers' Automobiles

The term "customers' automobiles" as used in this policy shall mean an automobile, trailer or semi-trailer, including their equipment, owned by another while such automobile, trailer or semi-trailer is being towed or pushed by an automobile driven by the Insured or his partner, officer or employee or while in the care, custody or control of the Insured in the business stated in Items 1 and 3 of the Declarations of testing, repair, maintenance, servicing, storage or parking of while held for sale on consignment, but shall not include an automobile, trailer or semi-trailer :

- (1) owned or hired by any person insured by this policy or by any person residing in the same dwelling premises as such Insured, or
- (2) sold by the Insured but not delivered by him to the purchaser thereof.

The automobile

In this policy except where stated to the contrary, the words "the automobile" mean the automobile insured by this policy which is involved in the accident.

4. AUDIT

The Insurer, through any authorized representative, and at all reasonable times, shall have access to the Insured's books and records for the purpose of determining any fact relating to this insurance. Any evasion or attempted evasion by the Insured in connection with monthly statements, payment of premium hereunder, or any matter relating to this insurance shall void the policy and shall be an absolute defense to any suit or action brought under the policy.

5. TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the limit(s) of liability under section A.

6. CROSS LIABILITY

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this policy ; provided that this provision shall not operate to increase the limit of the Insurer's liability.

7. WAR RISKS EXCLUDED

The Insurer shall not be liable under Sections B or C of this policy for any loss, damage, injury or death caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not.

8. EXCLUDED USES

Unless coverage is indicated in the Declarations or expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while :

- (a) the automobile is rented or leased to another ; provided that the temporary use by a customer of the Insured

of an owned automobile, while the customer's automobile is being repaired or serviced or which has been traded to the Insured on the purchase of another automobile for future delivery by the Insured, shall not be deemed renting or leasing of the automobile to another ; nor

- (b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto ; nor
- (c) the automobile is used as a taxicab, public omnibus, livery, jitney or sight-seeing conveyance ; nor
- (d) for the carrying of goods or materials for compensation ; nor
- (e) for public road construction, repair or maintenance ; nor
- (f) as farm or contractor's equipment on behalf of others for compensation.

9. EXCLUDED AUTOMOBILES

The Insurer shall not be liable under this policy for loss, damage, injury or death arising from the ownership, use or operation of any automobile :

- (a) owned by the Insured in connection with or used for the purposes of any business conducted by or any employment or occupation for wages of profit engaged in by the Insured other than as stated in Items 1 and 3 of the Declarations ; or
- (b) owned by the Insured which is designed or modified for racing purposes ; or
- (c) furnished by the Insured to any person, except an active partner or active executive officer or a full time employee of the business stated in Items 1 and 3 of the Declarations, for his regular or frequent use ; or
- (d) owned or hired by the Insured,
 - (1) designed for the bulk transportation of petroleum products or other materials, or
 - (2) designed for the transportation of automobiles, except for his own use, provided always that a tow truck shall not be deemed designed for such purpose.

10. ADDITIONAL INSURED – NON-OWNED AUTOMOBILES

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured :

Business Use

- (a) with respect to sections A and C of this policy, every other person who, with the consent of the owner thereof, personally drives in connection with the business described in Items 1 and 3 of the Declarations any automobile other than :
 - (i) an automobile owned by or registered in the name of such additional insured person, or
 - (ii) an automobile whose operation or use is excluded, and

Pleasure Use

- (b) with respect to section A of this policy, every partner, executive officer or full time employee of the Insured for whose regular and frequent use an automobile is furnished by the Insured and the spouse of such person and the spouse of the Insured, who with the consent of the owner thereof personally drives for pleasure purposes any automobile of the private passenger or station wagon type, other than :
 - (i) an automobile owned by or registered in the name of or regularly or frequently used by any person residing in the same dwelling premises as the Insured or such additional Insured person, or

(ii) an automobile whose operation or use is excluded.

11. PERSONAL OPERATION OF PARTS OF THE AUTOMOBILES

The words "personally drives" as used in this policy shall include the personal operation of any part of the automobile.

CONDITIONS

1. MATERIAL FACTS

All statements made by the Insured upon the application for this policy shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defence of a claim under this policy unless it is contained in the application for this policy.

2. MISREPRESENTATION

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

3. MATERIAL CHANGE IN RISK

Any aggravation of the risk resulting from a breach in warranty suspends coverage until the Insurer's acceptance.

The Insured shall promptly advise the Insurer of any aggravation of the risk coming to his knowledge which is likely to materially influence a reasonable insurer in the setting of the rate of premium and the appraisal of the risk or the decision to continue to insure it.

The Insurer may then cancel the contract or propose in writing a new rate of premium which the Insured must accept and pay within thirty days of its receipt, failing which the policy shall cease to be in force.

4. PROHIBITED USE

(1) The Insured shall not drive or operate the automobile nor permit, suffer, allow or connive at the use of the automobile by others :

(a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under the age of sixteen years or under such other age as is prescribed by law ; nor

Prohibited trade

(b) for any illicit or prohibited trade or transportation ; nor

Racing

(c) in any race or speed test.

5. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

6. IN THE EVENT OF ACCIDENT OR CLAIM

(a) Loss or Damage to third parties

(1) The Insured shall promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident ; shall

verify by *affidavit* or statutory declaration, if required by the Insurer, that the claim arises out of the operation or use of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured by this policy, and shall forward immediately to the Insurer every writ, letter, document or advice received by him from or on behalf of the claimant.

- (2) The Insured shall not voluntarily assume any liability or settle any claim except at his own cost. The Insured shall not interfere in any negotiations for settlement or in any legal proceeding, but whenever requested by the Insurer, shall aid in securing information and evidence and the attendance of any witness, and shall cooperate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

(b) Loss or Damage to the Automobile

- (1) Upon the occurrence of loss of or damage to the automobile, the Insured or any interested person shall, if the loss or damage is covered by this policy :
 - (i) forthwith give notice thereof, in writing, to the Insurer, with fullest information obtainable at the time, and shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 5 ;
 - (ii) deliver to the Insurer within ninety days of the date of the loss or damage a statutory declaration stating, so far as the Insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- (2) The Insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the Insurer or its representative, all documents, in his possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

7. MANNER OF PAYMENT – LOSS OR DAMAGE TO THE AUTOMOBILE

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however causes, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an appraisal has been had, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss ; but there can be no abandonment of the automobile to the Insurer without its consent. In the event of the Insurer exercising such option, the salvage, if any, shall revert to it.

8. IN CASE OF DISAGREEMENT

In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had under this policy, whether the right to recover on this policy is disputed or not, and independently of all other questions.

The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and, failing to agree, shall submit their differences to the umpire.

In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a Judge of a Court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the Insured or of the Insurer. The award shall be made in writing by the two appraisers, or by one appraiser and the umpire. For the surplus, the procedure provided in articles 940 to 952 of the Québec Code of Civil Procedure shall apply *mutatis mutandis*.

Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

9. WAIVER

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this policy by any act relating to appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

10. TIME OR PAYMENT OF INSURANCE MONEY

Claims under section B shall be paid within 60 days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an appraisal is held under condition 8, within fifteen days after award is accepted by the Insured.

11. WHEN ACTION MAY BE BROUGHT

The Insured may not bring an action to recover the amount of a claim under this policy unless the requirements of condition 6 have been complied with nor until the amount of the loss has been ascertained as therein provided, or by agreement between the parties with the written consent of the Insurer.

12. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer under the policy in respect to loss of or damage to the automobile shall be commenced within three years from the time the right of action arises and in respect to loss or damage to persons or property within one year next after the issue of the Insured's liability is decided by judgment or agreement, subject to limitation of action imposed by law, and not afterwards.

13. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this policy in case of absence or inability of such Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such Insured refuses to do so, by a person to whom any part of the insurance money is payable.

14. FRAUD

Any fraud or wilfully false statement made in a declaration in relation to any claim shall vitiate the claim of the person making the declaration in any matter affected by such fraud or false statement.

15. TRANSFER OF CLAIM

Upon payment of the loss or on assumption of liability by the Insurer therefor, the Insured shall to the extent of such payment made or liability assumed, transfer to the Insurer all rights of recovery against any other party, except any member of the Insured's household, and shall execute all documents properly required by the Insurer to secure to it such rights.

16. OTHER INSURANCE

- (1) Subject to subsections (3) and (4) of this Condition, if an Insured under this policy has or places any additional or other valid insurance of his interest in the subject matter of the policy, or any part thereof, the Insurer shall be liable only for its rateable proportion of any loss or damage.

Rateable Proportion

- (2) "Rateable proportion" means (a) if there are two insurers liable and each has the same policy limits, each of the insurers shall be liable to share equally, and (b) if there are two insurers liable with different policy limits, the insurers shall be liable to share equally up to the limit of the smaller policy limit, and (c) if there are more than two insurers liable, (a) and (b) shall apply *mutatis mutandis*.

Owners's Policy

- (3) Insurance under a contract evidenced by a valid owners's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the contract and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

Garage Owner's Policy

- (4) Notwithstanding subsection (3) of this condition insurance under a valid Third Party Liability Policy, not describing the specific automobile(s) insured, and issued to the owner of a business engaged in selling, repairing, maintaining, storing, servicing or parking automobiles, shall, in respect to non-owned or customers' automobiles, while being used, operated or worked upon in the course of such business, be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

17. RENEWAL OF POLICY

The insurance contract is renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured ; if given by the Insurer, the notice of non-renewal or of a change in the premium shall be sent to the Insured, at his last known address, not later than the thirtieth day preceding the date of maturity, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

18. CANCELLATION

- (a) This policy may be cancelled at any time at the request of the Insured named therein, and the Insurer shall, upon surrender of the policy, refund the excess of paid premium above the premium earned for the time the policy has been in force, on the basis of the table appearing hereunder, except that the Insurer shall, in no event, retain less than the minimum retained premium specified in the Declarations.
- (b) The Insurer may cancel a contract within sixty days after its coming into force by notice to the Insured ; in such case, the contract is terminated fifteen days after such notice is received.

At the expiry of such period of sixty days, an insurance contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid.

The Insurer so wishing to cancel the contract shall notify the Insured in writing ; the cancellation has effect thirty days after such notice is received.

The Insurer shall refund the excess of paid premium beyond the *pro rata* premium for the expired time. Repayment of excess premium shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

In this condition the expression "**paid premium**" means premium actually paid by the Insured to the Insurer or its agent, and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

19. NOTICE

Any written notice to the Insurer may be delivered or sent by registered or certified post to the Insurer or its authorized representative. Written notice may be given to the Insured named in this policy by letter personally delivered to him or by letter addressed to him at his last post office address notified to the Insurer.

CANCELLATION TABLE*

* Short rate or *pro-rata*, at the option of the Insurer

Q.E.F. No. 70
EXCLUDING OWNED AUTOMOBILES ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that this insurance shall not apply to loss or damage arising from the ownership, use or operation of any automobile owned, hired or leased by or licensed in the name of the Insured.

Except as otherwise provided on this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 71
CHANGE OF LIMITS, AMOUNTS OR PAYROLL ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No.4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium herein stated the limits, amounts and estimated payroll specified in item 4 of the Declarations of the policy to which this endorsement is attached are amended as stated below :

INSURING AGREEMENTS	PERILS	LIMITS AND AMOUNTS	ESTIMATED TOTAL PAYROLL FOR POLICY PERIOD	RATES PER 100 \$ OF PAYROLL	ADVANCE PREMIUM
SECTION A THIRD PARTY LIABILITY	Legal liability for bodily injury to or death of any person or damage to property of others excluding loss or damage to any customer's automobile	(exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.	\$	\$	\$
SECTION B DAMAGE TO OWNED AUTOMOBILES	1 COLLISION OR UPSET	Actual cash value at time of loss or damage not exceeding the actual cost to the Insured. Sum payable by Insured in respect at each separate claim.	\$	\$	\$
	Limit of liability at each location as per Item I	Building or lot	Sub. Sec.	Rate per 100 \$ of Insurance	Sum payable by Insured in respect of each separate occurrence
	2 COMPREHENSIVE (excluding collision or upset)	(1) \$		2	
	(2) \$				
	3 SPECIFIED PERILS INCLUDING THEFT	(3) \$		3	
4 SPECIFIED PERILS EXCEPT THEFT	(4) \$		4		

IN RESPECT OF SUBSECTIONS 2, 3 AND 4 OF SECTION B

In respect of each automobile, the actual cash value at the time of loss or damage not exceeding the actual cost to the applicant and subject to that limit for each automobile:

(A) The amount of insurance stated in the monthly report if any, or

(B) The limit of insurance stated herein to be applicable to each specified location for loss or damage from any one occurrence at each specified location, or

(C) The amount of loss or damage to not more than four of the insured automobiles elsewhere.

The premium for the policy shall be computed at the rates stated above and shall be adjusted and paid as herein stated (indicate basis applicable)

☐ monthly average basis ☐ blanket basis with coinsurance clause

SECTION C LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	1 COLLISION OR UPSET	\$ (exclusive of interest and costs) any one accident, not exceeding the actual cost to the Insured Sum payable by Insured in respect of each separate occurrence	Estimated total payroll for policy period	Rates per 100 \$ of payroll	\$
	2 SPECIFIED PERILS	Limit of liability at each location as per Item I (1) \$ (2) \$ (3) \$ (4) \$	Maximum no. of customers' automobiles		\$

ENDORSEMENTS
LIENHOLDER OR MORTGAGEE

MINIMUM RETAINED PREMIUM \$

TOTAL ADVANCE PREMIUM \$

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 72 ALTERATION ENDORSEMENT

(Changes or corrections of statements in the Declarations or of the rating classification – For attachment only to a Québec Automobile Insurance Policy – Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is understood and agreed that the following change(s) is(are) made in the statement(s) set opposite the under-mentioned item(s) of the Declarations.

ITEM No.		CHANGE IN PREMIUM	PARTICULARS OF CHANGE
SECTION		ADDITIONAL PREMIUM	RETURN PREMIUM
A	Sub. Sec.	\$	\$
B	1 2 3 4		
C	1 2		
ENDORSEMENTS			
TOTAL		\$	\$
NET ADDITIONAL/RETURN PREMIUM			\$

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Signature of Insured

Q.E.F. No. 73 OPEN LOT PILFERAGE ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the increased rates in subsection 2 of section C of item 4 of the Declarations, it is hereby understood and agreed that exclusion (c) (2) of subsection 2 of section C of the policy to which this endorsement is attached is deleted.

Each separate occurrence by theft, except the theft of an entire automobile, from any open lot or unroofed space owned, rented or controlled by the Insured shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum of \$ payable by the Insured.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 74 ADDITIONAL INSURED ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$, it is hereby understood and agreed that paragraph (c) of Item 9 of the General Provisions, definitions and Exclusions of the Policy to which this endorsement is attached, is deleted and replaced by the following :

(c) furnished by the Insured to any person, for his regular or frequent use, except the persons named below, an active partner or active executive officer, or a full time employee of the business ; or

SCHEDULE OF NAMED PERSONS

NAMES

POSITION OR RELATIONSHIP TO INSURED

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 75 REDUCTION OF COVERAGE AS RESPECTS OPERATION BY NAMED PERSONS ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby agreed that the limits, amounts, perils and deductible amounts specified in sections A, B and C of the Declarations are amended to read as stated below while is personally driving the automobile.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS	INSURED/NOT INSURED
SECTION A THIRD PARTY LIABILITY		Legal liability for bodily injury to or death of any person or damage to property of others excluding loss or damage to any customer's automobile.	(exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident. \$	
SECTION B DAMAGE TO OWNED AUTOMOBILES	1 Sub Sec	COLLISION OR UPSET	Actual cash value at time of loss or damage not exceeding the actual cost to the Insured. Sum payable by Insured in respect at each separate claim.	
SECTION C LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	1	COLLISION OR UPSET	\$ (exclusive of interest and costs) any one accident, not exceeding the actual cost to the Insured. \$ Sum payable by Insured in respect of each separate occurrence.	

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

NOTE (1) If section A is shown on policy, coverage hereunder must be at least the minimum limit provided under the Automobile Insurance Act.

(2) It shall not be permitted to state a class of persons, just specific person(s).

Signature of Insured

Q.E.F. No. 76
EXCLUDING FINANCED AUTOMOBILES ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

It is hereby understood and agreed that the Insurer shall not be liable under subsections 2, 3, and 4 of section B of the Insuring Agreements for loss of or damage to any automobile held for sale by the Insured which is insured against any peril mentioned in Item 4 of the Declarations by a policy in which loss, if any, is payable jointly of the Insured and to
as lienholder or mortgagee.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 77
EXTENDED THEFT COVERAGE ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the increased rates in subsections 2 and 3 of section B or item 4 of the Declarations, it is hereby understood and agreed that exclusion 2 of section B of the policy to which this endorsement is attached is deleted.

Each separate occurrence by theft, except the theft of an entire automobile, from any open lot or unroofed space owned, rented or controlled by the Insured shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum of \$ payable by the Insured.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No .78 ACCIDENT BENEFITS

(For attachment only to a Garage Policy Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

Every person entitled to indemnity under this endorsement shall, as a condition precedent to their right to be indemnified, agree to and accept the INSURING AGREEMENTS and CONDITIONS of this policy to the extent they may be applicable to this endorsement.

In consideration of the premium herein stated, the Insurer agrees to pay to or with respect to each insured person as defined in this endorsement who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use, operation or existence of an automobile,

SECTION	SUB-SECTION	PERILS	LIMITS	PREMIUM
1	1	DEATH BENEFITS	Principal sum \$	\$
	2	DISMEMBERMENT	Principal sum \$	
	3	MEDICAL AND FUNERAL EXPENSES	\$ per person	
2		TOTAL DISABILITY	Maximum weekly benefit \$	\$
			TOTAL PREMIUM	\$

Commission paid to agent or broker : % (\$) included in

Marketing expenses : % (\$) premium

SECTION 1 - MEDICAL PAYMENTS, DEATH AND DISMEMBERMENT BENEFITS

Subsection 1 - Death Benefits

For death which ensues within 12 months of the accident, the following applicable percentage of the principal sum stated in subsection 1 of section 1, above, of this endorsement :

- a) The Named Insured 100%
- b) The spouse of the Named Insured %
- c) Any dependent child %

and in addition, 10% of the principal sum for each dependent child upon the death of the Named Insured or of his or her spouse.

For the purposes of this part of subsection 1 :

- (1) The total sum payable with respect to the death of an insured person shall be paid to his or her surviving spouse, if any. The total sum payable with respect to the death of a person without a spouse but with dependents shall be divided equally among such dependents. The total sum payable with respect to the death of a person without a spouse or dependents shall be paid to his or her estate. The total sum payable with respect to the death of a dependent child shall be paid to the Named Insured ;
- (2) The amount payable hereabove for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under subsection 2 of this endorsement.

Subsection 2 – Dismemberment

For dismemberment or loss of sight which ensues within 12 months of the date of the accident the following applicable percentage of the principal sum stated in subsection 2 of section 1, above, of this endorsement :

For specific Loss of	Percentage of Principal Sum Payable
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and sight of one eye	100%
One arm above elbow or one leg above knee	75%
One hand or one foot or sight of one eye	50%

– For the purpose of this part of subsection 2 :

- (1) "Loss" shall mean entire and irrecoverable loss of sight or actual severance through or above wrist, elbow, ankle or knee joints ;
- (2) The maximum amount payable under this part shall in no event exceed the principal sum.

Subsection 3 – Medical and Funeral Expenses

All reasonable expenses incurred, within two years from the date of accident, as a result of such injury for necessary medical, surgical, dental, ambulance, hospital, professional nursing and funeral services.

Exclusions

The Insurer shall not be liable under this subsection :

- (a) for those portions of such expenses payable or recoverable under any medical, surgical dental or hospitalization plan or law or, except for similar insurance, under any other insurance policy or certificate issued to, or for the benefit of, any insured person ; or

- (b) for any amount in excess of the limit stated in subsection 3 of section 1, above, of this endorsement and in no event for funeral services with respect to the death of any one person in excess of the amount of Five Hundred Dollars.

SECTION 2 – TOTAL DISABILITY

At the rate of the amount stated as the weekly benefit in section 2, above, of this endorsement, or as stated herein, for the period during which the injury shall wholly and continuously disable such insured person, provided :

- (a) the Named Insured was employed at the date of the accident ; a person shall be deemed to be employed (a) if actively engaged in an occupation or employment for wage or profit at the date of the accident, or (b) of 21 years of age or over and under the age of 65 years, so engaged for any 6 months out of the preceding 12 months ;
- (b) within 20 days from the date of the accident such injury prevents the Named Insured from performing any and every duty pertaining to his occupation or employment ;
- (c) subject to the provisions of (e) below, where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another policy, including a policy of group accident insurance and a life insurance policy providing disability insurance, exceed the money value of the time of the insured person, the Insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such policies ;
- (d) no benefit shall be payable for the first 7 days of such disability or for any period in excess of weeks ; if at the end of such weeks it has been established that such injury has permanently and totally disabled the Named Insured from engaging in any occupation or employment for wages or profit, the Insurer agrees to pay such weekly benefit for a further period of up to weeks ;
- (e) coverage under this section shall be deemed to be excess insurance in respect of any benefits payable under the Workmen's Compensation Act or the Crime Victims' Compensation Act or by the Régie de l'assurance automobile du Québec under the Québec Automobile Insurance Act, and shall be reduced by whatever amounts may be subject to non-payment under Sections 26, 27, 29 and 30 of the said Act.

SPECIAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. DEFINITIONS

In this endorsement the words “dependent child” mean :

- (a) Any child under the age of 18 years for whose support the deceased is legally liable and who is dependent upon the deceased for financial support ; or
- (b) Any child 18 years of age or over and residing in the same dwelling premises as the deceased and totally dependent on him or her for financial support because of mental or physical disability.

The words “insured person(s)” mean :

- (a) In respect of Section 1, the Named Insured, his or her spouse and any dependent child of either ;
- (b) In respect of Section 2, the Named insured.

The words "Named Insured" mean the Named Insured, or if such is a Corporation, Unincorporated Association or Registered Co-partnership, any officer, partner, or regular employee thereof having at his disposal on a regular basis an automobile of the private passenger or station wagon type furnished by the Named Insured.

The word "dependent(s)" mean :

- (a) the dependent children as defined above ;
- (b) the deceased's father and mother, residing in the same dwelling premises as the deceased at the time of accident, and principally dependent upon him for financial support.

2. EXCLUSIONS

The Insurer shall not be liable for bodily injury or death :

- (a) occurring while the automobile is being used in any race or speed test ; or
- (b) caused directly or indirectly by sickness or disease unless the claimant establishes that such sickness or disease was contracted as a direct result of an accident covered by this policy ; or
- (c) resulting from suicide of a person, or attempt thereat, whether sane or insane, prior to two years of continuous insurance ; or
- (d) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces during hostilities, whether war be declared or not.

3. NOTICE AND PROOF OF CLAIM

The insured person or his agent, or the person otherwise entitled to make claim or his agent, shall :

- (a) give written notice of claim to the Insurer not later than 30 days from the date of accident ;
- (b) within 90 days from the date of accident for which the claim is made furnish to the Insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby ;
- (c) if so required by the Insurer, furnish a medical certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby.

4. MEDICAL REPORTS

The Insurer has the right, and the claimant shall afford to the Insurer and opportunity, to examine the person of the insured person when and as often as it reasonably requires while the claim is pending, and also, in the case of death of the insured person, to make an autopsy subject to the law relating to autopsies.

5. RELEASE AND SUBROGATION

The Insurer may pay any person entitled to indemnity under this endorsement or pay any person or organization rendering any of the services provided herein on behalf of such persons and such payment shall reduce the

amount recoverable under section 1 of this endorsement. Payment shall not constitute admission of liability of the Insured or Insurer for the occurrence and the Insurer may demand as a condition precedent to payment release from liability in favour of the Insured and, where authorized by law, subrogation of right in favour of the Insurer to the extent of such payment.

6. WHEN MONEYS PAYABLE

- (a) All amounts payable under this endorsement other than benefits under section 2 hereof shall be paid by the Insurer within 60 days after it has received proof of claim. The initial benefits for loss of time under section 2 hereof shall be paid within 30 days after it has received proof of claim and payment shall be made thereafter within each 30 day period while the Insurer remains liable for payments of the insured person, whenever required to do so, furnishes prior to payment proof of continuing disability ;
- (b) No person shall bring an action to recover the amount of a claim under this section unless the requirements of provisions (3) and (4) hereof are complied with nor until the amount of the loss has been ascertained as provided in this endorsement ;
- (c) Every action or proceeding against the Insurer for the recovery of a claim under this endorsement shall be commenced within three years from the date on which the cause of action arose and not afterwards.

7. Condition no. 16 does not apply to this endorsement.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 78a INSURED PERSONS ACCIDENT BENEFITS

NAME OF INSURANCE COMPANY

ISSUED TO

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of an additional/return premium of \$, it is hereby understood and agreed that as regards each person named in this endorsement, the amounts of insurance stated in endorsement no. 78 are deleted and replaced by those appearing below.

Name	Date of birth	Principal sum	Maximum weekly benefit	Extra/or return premium
1				
2				
3				
4				

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 79
MONTHLY AVERAGE INVENTORY REPORT FORM

(For attachment only to a Québec Automobile Insurance Policy Garage Form – Q.P.F. No. 4)

NAME OF INSURANCE COMPANY

Issued to

Policy No.

Agent or broker

Inventory as at 19

Location Number	LOCATION			Annual Rates for Combined Coverages	Monthly Premium
		Number of Automobiles	Book Values (not exceeding cost for any automobile)		
(1)			\$	\$	\$
(2)					
(3)					
(4)					
	Automobiles in transit				
	Automobiles kept in Private Garages				
			TOTAL MONTHLY PREMIUM		\$

I hereby declare that the values stated above are, to the best of my knowledge and belief, a true statement of the book values of all automobiles on hand and insured by the above policy at this date.

Insured per

Commission paid to agent or broker : % (\$) included
in
Marketing expenses : % (\$) premium

QUÉBEC AUTOMOBILE INSURANCE POLICY

Q.P.F. No. 6

NON-OWNED FORM AND ENDORSEMENTS

The Automobile Policy forms :

Q.P.F. No. 6	Québec Automobile Insurance Policy – Non-owned Form
Q.E.F. No. 90	Limitation to operation of automobiles by the Named Insured's partners, officers and employees endorsement
Q.E.F. No. 91	Limitation to operation of automobiles by named persons endorsement
Q.E.F. No. 92	Limitation to hired automobiles and automobiles operated under contract endorsement
Q.E.F. No. 93	Limitation to automobiles owned by named persons endorsement
Q.E.F. No. 94	Legal liability for damage to hired automobiles endorsement
Q.E.F. No. 95	Limitation to business conducted at specified locations endorsement
Q.E.F. No. 96	Contractual liability endorsement
Q.E.F. No. 97	Operation by individual named insured endorsement
Q.E.F. No. 98	Excluding automobiles personally driven by named person(s) endorsement
Q.E.F. No. 99	Excluding long term leased vehicle endorsement

are approved under article 2479 of the Civil Code and their use by all insurers are authorized as of 1 November 1979.

Q.P.F. No. 6
QUÉBEC AUTOMOBILE INSURANCE POLICY
(NON-OWNED FORM)

NAME OF INSURANCE COMPANY

DECLARATIONS

ITEM 1

Full name and postal address of the Insured

Date of birth (day, month, year)

Occupation or business

Name of employer and business address

Insured is
 (State whether individual, partnership, corporation, municipality or estate)

ITEM 2

Policy period

From 19 * to 19 *

* 12.01 A.M. Standard time at the Insured's address stated herein as to each of said dates.

ITEM 3

The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor registered in the name of the Insured, used in the Insured's business of :

ITEM 4

The Insured's partners, officers, employees and agents as of the date of the application are as follows :

Location

Partners, officers and employees who regularly use automobiles not owned by the Insured in his business

Class "A1" private passenger

Number	Rate	Premium
		\$

Class "A2" commercial

Number	Rate	Premium
		\$

All other partners, officers and employees

Class "B"

Number	Rate	Premium
		\$

All Insured's agents

Class "C"

Number	Rate	Premium
		\$

ITEM 5

HIRED AUTOMOBILES

The automobiles hired by the Insured are as follows :

Type of automobile

Estimated cost of hire

Rates per \$100 of cost of hire

Advance premium

\$

The advance premium is subject to adjustment at the end of the policy period as provided in the policy.

ITEM 6

The "automobiles operated under contract" on behalf of the Insured are as follows :

Type of automobile and description of use

Estimated contract cost

Rates per \$100 of contract cost

Advance premium

\$

The advance premium is subject to adjustment at the end of the policy period as provided in the policy.

ITEM 7

On the basis of the application submitted, insurance is hereby provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of this policy and for the following specified limit(s) and amount(s).

Insuring Agreements

Section A

Third Party Liability

Perils

Legal liability for bodily injury to or death of any person or damage to property of others not in the care, custody or control of the insured.

Limit

\$ (exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.

Premium

\$

Endorsements \$

Minimum Retained Premium	TOTAL PREMIUM \$
Commission paid to agent or broker	: % (\$) included
	in
Marketing expenses	: % (\$) premium

ITEM 8

Has any Insurer cancelled, declined or refused to renew or issue automobile insurance to the Insured within the three years preceding this policy ? If so, state name of Insurer.

ITEM 9

State particulars of all accidents or claims arising out of the use or operation in his business of non-owned automobiles by the Insured within the three years preceding this policy.

Injury to persons

Damage to property of others

ITEM 10

All the statements herein are true and the Insured hereby acknowledges that this policy has been issued on the basis thereof.

ITEM 11

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

Agent or Broker

at

Authorized representative

AGREEMENTS

This policy is subject to the Automobile Insurance Act, the Insurance Act and their Regulations, and has been approved by the Superintendent of Insurance.

INSURING AGREEMENTS

NOW, THEREFORE, IN CONSIDERATION OF the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated.

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured, his succession or his administrators, against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned (in whole or in part) by or registered in the name of the Insured, and resulting from

BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED :

Provided always the Insurer shall not be liable under this policy :

- (1) Except where the Automobile Insurance Act does not apply, for bodily injury or death covered under the said Act, the Workmen's Compensation Act or the Crime Victims Compensation Act ; nor
- (2) For any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual ; nor
- (3) For any liability imposed upon any person insured by this policy by any workmen's compensation law ; nor
- (4) For loss or damage sustained by the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned Automobile Insurance Act ; nor
- (5) For any liability assumed voluntarily by any person insured by this policy under any contract or agreement ; nor
- (6) For loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person ; nor
- (7) For any amount in excess of the limit stated in Item 7 of the Declarations, and expenditures provided for in the Additional Agreements of this policy ;
- (8) For any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of insurance prescribed by the aforementioned Automobile Insurance Act.

See Also General Provisions, Definitions, Exclusions and Conditions of this Policy**ADDITIONAL AGREEMENTS**

Where indemnity is provided by this section, the Insurer further agrees :

- (1) The indemnity shall be applied first to the protection of the Named Insured and the remainder, if any, to the protection of the other persons entitled to indemnity under the terms of this section ; and
- (2) Immediately upon receipt of notice of loss or damage caused to persons or property, to serve any person insured by this section by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims as may be deemed expedient by the Insurer ; and
- (3) To defend in the name and on behalf of any person insured by this section and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property ; and
- (4) To pay all costs taxed against any person insured by this section in any civil action defended by the Insurer and any interest accruing as from the date of the action upon that part of the judgment which is within the limits of the Insurer's liability ; and
- (5) In case the injury be to a person, to reimburse any person insured by this section for outlay for such medical aid as may be immediately necessary at the time of such injury ; and
- (6) That the Insurer shall be liable up to the minimum limit(s) prescribed for that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that limit(s) is higher than the limit(s) stated in section A of Item 7 of the Declarations ; and
- (7) Not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the State of the United States of America in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured :

- (a) constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder ;
- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured, who, with the consent of the owner of the automobile involved : (a) and in the business of the Insured stated in Item 3 of the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Insured, or (2) such additional insured person, or (3) any person in the household(s) of which the Insured or such additional insured person is a member ; (b) any automobile rented or hired in the name of the Insured and not owned in whole or in part by or registered in the name of such partner, officer or employee.

2. TERRITORY

This Policy applies only to the use or operation of automobiles within Canada, the United States of America or upon a vessel plying between ports thereof.

3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Insured or any partner, officer or employee of the Insured.

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this Policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or registered in the name of the Insured or any partner, officer or employee of the Insured.

5. TWO OR MORE AUTOMOBILES

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer attached thereto shall be held to be one automobile as respects limits of liability under section A.

6. PREMIUM ADJUSTMENT

The advance premium stated in Item 5 of the Declarations is computed on the estimated total "cost of hire" for the policy period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The advance premium stated in Item 6 of the Declarations is computed on the estimated total "contract cost" for the policy period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The advance premiums are subject to adjustment at the end of the policy period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for "cost of hire" and "contract cost" during the Policy Period. If such amounts exceed the estimates stated in the Declarations, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premiums stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured insofar as they relate to the premium bases or the subject matter of this Policy.

7. NUCLEAR ENERGY DEFINED

In this policy, unless otherwise indicated by the context, "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada).

CONDITIONS

1. MATERIAL FACTS

All statements made by the Insured upon the application for this policy shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defence of a claim under this policy unless it is contained in the application for this policy.

2. MISREPRESENTATION

Any false description of the risk such as to cause prejudice to the Insurer and any misrepresentation or concealment of a circumstance or fact required to be stated in the application shall void the policy even in respect of loss or damage in no way related to the risks so misrepresented or concealed.

3. MATERIAL CHANGE IN RISK

Any aggravation of the risk resulting from a breach in warranty suspends coverage until the Insurer's acceptance.

The Insured shall promptly advise the Insurer of any aggravation of the risk coming to his knowledge which is likely to materially influence a reasonable insurer in the setting of the rate of premium and the appraisal of the risk or the decision to continue to insure it.

The Insurer may then cancel the contract or propose in writing a new rate of premium which the Insured must accept and pay within thirty days of its receipt, failing which the policy shall cease to be in force.

4. PROHIBITED USE

(1) The Insured shall not drive or operate the automobile nor permit, suffer, allow or connive at the use of the automobile by others:

Unauthorized Driver

(a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under the age of sixteen years or under such other age as is prescribed by law; nor

Prohibited trade

(b) for any illicit or prohibited trade or transportation; nor

Racing

(c) in any race or speed test.

5. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

6. IN THE EVENT OF ACCIDENT OR CLAIM

(a) Loss or Damage to third parties

- (1) The Insured shall promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident ; shall verify by *affidavit* or statutory declaration, if required by the Insurer, that the claim arises out of the operation or use of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured by this policy, and shall forward immediately to the Insurer every writ, letter, document or advice received by him from or on behalf of the claimant.
- (2) The Insured shall not voluntarily assume any liability or settle any claim except at his own cost. The Insured shall not interfere in any negotiations for settlement or in any legal proceeding, but, whenever requested by the Insurer, shall aid in securing information and evidence and the attendance of any witness, and shall cooperate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

(b) Loss or Damage to the Automobile

- (1) Upon the occurrence of loss of or damage to the automobile, the Insured or any interested person shall, if the loss or damage is covered by this policy :
 - (i) forthwith give notice thereof, in writing, to the Insurer, with fullest information obtainable at the time, and shall at the expense of the Insurer, and as far as reasonable possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 5 ;
 - (ii) deliver to the Insurer within ninety days of the date of the loss or damage a statutory declaration stating, so far as the Insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- (2) The Insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the Insurer or its representative, all documents, in his possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

7. MANNER OF PAYMENT – LOSS OR DAMAGE TO THE AUTOMOBILE

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part

thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an appraisal has been had, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss ; but there can be no abandonment of the automobile to the Insurer without its consent. In the event of the Insurer exercising such option, the salvage, if any, shall revert to it.

8. IN CASE OF DISAGREEMENT

In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had under this policy, whether the right to recover on this policy is disputed or not, and independently of all other questions.

The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and, failing to agree, shall submit their differences to the umpire.

In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a Judge of a Court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the Insured or of the Insurer. The award shall be made in writing by the two appraisers, or by one appraiser and the umpire. For the surplus, the procedure provided in articles 940 to 952 of the Québec Code of Civil Procedure shall apply *mutatis mutandis*.

Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

9. WAIVER

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this policy by any act relating to appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

10. TIME OF PAYMENT OF INSURANCE MONEY

Claims under section B shall be paid within 6 days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an appraisal is held under condition 8, within fifteen days after award is accepted by the Insured.

11. WHEN ACTION MAY BE BROUGHT

The Insured may not bring an action to recover the amount of a claim under this policy unless the requirements of condition 6 have been complied with nor until the amount of the loss has been ascertained as therein provided, or by agreement between the parties with the written consent of the Insurer.

12. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer under the policy in respect to loss of or damage to the automobile shall be commenced within three years from the time the right of action arises and in respect to loss or damage to persons or property within one year next after the issue of the Insured's liability is decided by judgment or agreement, subject to limitation of action imposed by law, and not afterwards.

13. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this policy in case of absence or inability or such Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such Insured refuses to do so, by a person to whom any part of the insurance money is payable.

14. FRAUD

Any fraud or wilfully false statement made in a declaration in relation to any claim shall vitiate the claim of the person making the declaration in any matter affected by such fraud or false statement.

15. TRANSFER OF CLAIM

Upon payment of the loss or on assumption of liability by the Insurer therefor, the Insured shall to the extent of such payment made or liability assumed, transfer to the Insurer all rights of recovery against any other party, except any member of the Insured's household, and shall execute all documents properly required by the Insurer to secure to it such rights.

16. OTHER INSURANCE

- (1) Subject to subsections (3) and (4) of this Condition, if an Insured under this policy has or places any additional or other valid insurance of his interest in the subject matter of the policy, or any part thereof, the Insurer shall be liable only for its rateable proportion of any loss or damage.

Rateable Proportion

- (2) "Rateable proportion" means (a) if there are two insurers liable and each has the same policy limits, each of the insurers shall be liable to share equally, and (b) if there are two insurers liable with different policy limits, the insurers shall be liable to share equally up to the limit of the smaller policy limit, and (c) if there are more than two insurers liable, (a) and (b) shall apply *mutatis mutandis*.

Owner's Policy

- (3) Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the contract and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

Garage Owner's Policy

- (4) Notwithstanding subsection (3) of this Condition insurance under a valid Third Party Liability Policy, not describing the specific automobile(s) insured, and issued to the owner of a business engaged in selling, repairing, maintaining, storing, servicing or parking automobiles, shall in respect to non-owned or customer's automobiles while being used, operated or worked upon in the course of such business, be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

17. RENEWAL OF POLICY

The insurance contract is renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium shall be sent to the Insured, at his last known address, not later than the thirtieth day preceding the date of maturity, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

18. CANCELLATION

- (a) This policy may be cancelled at any time at the request of the Insured named therein, and the Insurer shall, upon surrender of the policy, refund the excess of paid premium above the premium earned for the time the policy has been in force, on the basis of the table appearing hereunder, except that the Insurer shall, in no event, retain less than the minimum retained premium specified in the declarations.
- (b) The Insurer may cancel a contract within sixty days after its coming into force by a mere notice to the Insured ; in such case, the contract is terminated fifteen days after such notice is received.

At the expiry of such period of sixty days, an insurance contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid.

The Insurer so wishing to cancel the contract shall notify the Insured in writing ; the cancellation has effect thirty days after such notice is received.

The Insurer shall refund the excess of paid premium beyond the *pro rata* premium for the expired time. Repayment of excess premium shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer or its agent, and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

19. NOTICE

Any written notice to the Insurer may be delivered or sent by registered or certified post to the Insurer or its authorized representative. Written notice may be given to the Insured named in this policy by letter personally delivered to him or by letter addressed to him at his last post office address notified to the Insurer.

CANCELLATION TABLE*

*Short rate or *pro-rata*, at the option of the Insurer

Q.E.F. No. 90
LIMITATION TO OPERATION OF AUTOMOBILES BY NAMED INSURED'S
PARTNERS, OFFICERS AND EMPLOYEES ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form – Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that this insurance shall apply to automobiles only while personally driven by partners, officers and employees described in Class(es) of Item 4 of the Declarations forming part of the policy and no other(s).

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Q.E.F. No. 91
LIMITATION TO OPERATION OF AUTOMOBILES BY NAMED PERSONS
ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-Owned Form – Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that this insurance shall apply to automobiles only while personally driven by the following person(s) and no other(s) :

Name	Location	Occupation
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Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 92
LIMITATION TO HIRED AUTOMOBILES AND AUTOMOBILES OPERATED
UNDER CONTRACT ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form – Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that this insurance shall apply to the use or operation of "Hired Automobiles" and "Automobiles Operated under Contract", as stated in Items 5 and 6 of the Declarations forming part of the Policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 93
LIMITATION TO AUTOMOBILES OWNED BY NAMED PERSONS
ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-Owned Form – Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that this insurance shall apply to only to automobiles owned by or registered in the name of the following persons, firms or corporations and no other(s) :

Name and Address

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 94**LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT**

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAMED OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium herein stated, it is hereby understood and agreed that the following section is added to this policy, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

INSURING AGREEMENT**SECTION B – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

The Insurer agrees to indemnify the Insured, his succession or his administrators against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for direct and accidental loss of or damage to "Hired Automobiles" while in his care, custody or control, caused solely by :

Subsection 1 - ALL PERILS - from all perils ;

Subsection 2 - COLLISION OR UPSET - caused by collision with another object or by upset ;

Subsection 3 - COMPREHENSIVE - from any peril other than by collision with another object or by upset ;

The words "another object" as used in this subsection 3 shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

For the purpose of this subsection 3, loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 3. In addition, coverage under this subsection 3 is extended to include loss or damage caused by collision with a person or with an animal, a bird or a fish.

Subsection 4 - SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection of section B except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection, shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any stated in the applicable subsection of section B of Item 4 of the Declarations.

EXCLUSIONS

The Insurer shall not be liable :

(1) For loss or damage :

- (a) to any automobile while personally driven by the Insured if the Insured is an individual ; nor
 - (b) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection ; nor
 - (c) to any automobile while being used without the consent of the owner thereof ; nor
 - (d) to contents of trailers ; nor
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom ; nor
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not ; nor
 - (g) for any amount in excess of the limit stated in the applicable subsection of Declarations and the Additional Agreement hereunder ;
- (2) Under subsections 3 and 4 for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance, repair, servicing or parking of the automobile whether the theft occurs during the hours of such service or employment or not.

ADDITIONAL AGREEMENT

Where loss or damage arises from a peril insured against hereunder, the Insurer further agrees to pay general average, salvage and fire department charges, and customs duties of Canada or of the United States of America, for which the Insured is legally liable.

SECTION B Subsection	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
1 All perils	\$ (Exclusive of interest and costs) \$ Sum payable by Insured in respect of each separate Claim		\$		\$
2 Collision or upset	\$ (Exclusive of interest and costs) \$ Sum payable by Insured in respect of each separate Claim		\$		\$
3 Comprehensive (excluding collision or upset)	\$ (Exclusive of interest and costs) \$ Sum payable by Insured in respect of each separate Claim		\$		\$
4 Specified perils	\$ (Exclusive of interest and costs) \$ Sum payable by Insured in respect of each separate Claim		\$		\$
MINIMUM RETAINED PREMIUM \$				TOTAL	\$

Commission paid to agent or broker : % (\$) Included
in

Marketing expenses : % (\$) premium

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of Declarations.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions and definitions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 95
LIMITATION TO BUSINESS CONDUCTED AT SPECIFIED LOCATIONS
ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that the insurance provided by this policy shall apply to the use or operation of automobiles arising from the business of the Insured conducted at the following location(s) and no other :

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 96
CONTRACTUAL LIABILITY ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is hereby understood and agreed that exclusion (5) of the Insuring Agreement of the policy is amended to read as follows :

(5) For any liability assumed voluntarily by any person insured by this policy under any contract or agreement other than those stated below :

Date(s) of Contract(s)

Name(s) of Other Contraction Party or Parties

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) Included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 97 OPERATION BY INDIVIDUAL NAMED INSURED ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of a premium of \$ it is understood and agreed that exclusion (2) of the Insuring Agreement of the policy to which this endorsement is attached is deleted, but only in respect of the use or operation of automobiles in the business of the Insured stated in Item 3 of the Declarations.

If endorsement Q.E.F. No. 94 Legal Liability for Damage to Hired Automobiles Endorsement is attached to the policy, exclusion (1) (a) is deleted, but only in respect of the use or operation of automobiles in the business of the Insured stated in item 3 of the Declarations.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Commission paid to agent or broker : % (\$) Included
in

Marketing expenses : % (\$) premium

Q.E.F. No. 98 EXCLUDING AUTOMOBILES PERSONALLY DRIVEN BY NAMED PERSON(S) ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAME OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the reduced premium for which this policy is issued, it is hereby understood and agreed that the insurance provided by this policy shall not apply to an automobile while personally driven by the following named person(s) :

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured

Q.E.F. No. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

(For attachment only to a Québec Automobile Insurance Policy Non-owned Form - Q.P.F. No. 6)

NAMED OF INSURANCE COMPANY

Issued to

Attached to and forming part of Policy No.

Effective from 12.01 A.M. standard time.

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of the General Provisions of the Policy to which this endorsement is attached is hereby amended to read as follows :

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Insured or any partner, officer or employee of the Insurer.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured



c. C.C.B.C., r.2

Order respecting the indexes to immoveables

Civil Code of Lower Canada
(a. 2164)

1. On and after 1 August 1937, the new indexes to immoveables to be furnished to the registrars shall be prepared in conformity with the model annexed to this Order.

2. Notwithstanding this change of form in the new indexes to immoveables, the registrars shall use the indexes to immoveables actually in use in their office, and this, so long as they shall have the required space therein to make entries.

SCHEDULE

(s. 1)

LOT No.....

INDEX TO IMMOVEABLES OF

NAME OF PARTIES	Nature of Deed	REGISTRATION				Cancellation Deposit No. — Total "T" Partial "P"	REMARKS Sale price : real charges ; (amount of debts ; privileges and hypothecs ; servitudes, etc., etc.)
		Date	Reg.	Vol.	No.		



c. C.C.Q., r.1

Rules respecting the solemnization of civil marriage

Civil Code of Québec
(a. 420)

1. The prothonotary appoints one of his deputies as an officer competent to solemnize civil marriage, by means of the form in Schedule 1A or 1B ; the original form is filed at the office of the clerk, and a copy is sent immediately to the Minister of Justice.

2. The prothonotary may choose a person from among the employees of the clerk's office to act as clerk at the marriage ceremony. Whenever necessary, the clerk assists the prothonotary or his deputy at the marriage ceremony, ensuring, in particular, that it is proceeding smoothly.

3. The prothonotary, or his deputy, and the clerk must dress as prescribed in Rule 30 of the Rules of practice of the Superior Court of Québec in civil matters (c. C-25, r.8).

4. The marriage must be solemnized in a courtroom of a court house or of some other building where a court of law sits. If no court house or other building where a court of law sits is located within a radius of 80 kilometres from the domicile of either of the intended spouses, the marriage may be solemnized in the council chamber, or any other suitable room, of the nearest Town Hall.

5. The flag of Québec must be displayed in the room where the marriage is solemnized.

6. A civil marriage may be solemnized any day of the week, Sunday excepted, between 9 h and 16 h 30.

7. The prothonotary must keep a register to record in particular :

- (a) the date when the parties applied ;
- (b) the date of publication by means of a notice posted up, or, where applicable, the date when dispensation from publication was granted ;
- (c) the payment of the fees ;

(d) the date of the marriage ceremony and the date when the copies of the act of marriage were issued ;

(e) where applicable, the name and address of the notary who registered the marriage contract of the intended spouses.

8. The register must contain an alphabetical index of the names of each intended spouse. Each entry of marriage is given a particular number corresponding to the file containing all the documents related to the marriage.

9. To publish a marriage, the prothonotary posts up a copy of the notice of marriage, drawn up in accordance with the form in Schedule 2, for 20 days before the scheduled date of the marriage, at the place where the marriage is to be solemnized.

10. Before publication of the marriage by means of a notice posted up, or at the time when dispensation from publication is granted, the officiant must receive the fees payable by the intended spouses.

11. At the marriage ceremony, the officiant addresses the intended spouses in the words set out in the form in Schedule 3.

12. The text is read in French or in English according to the language of the intended spouses. If one of the intended spouses does not understand either of the two languages, the officiant may require that the intended spouses provide the services of an interpreter at their own expense, and must record the fact in the register referred to in section 7.

13. The officiant then addresses the intended spouses in the words set out in the form in Schedule 4.

14. The officiant may solemnize more than one marriage at one time, in which case he reads the form in Schedule 3 only once.

SCHEDULE 1-A

(s. 1)

I, the undersigned,
....., prothonotary of the Superior Court in the judicial district of , appoint
....., deputy prothonotary, as an officer competent to solemnize civil marriage in the judicial district of

SCHEDULE 1-B

(s. 1)

I, the undersigned,
, prothonotary of the Superior Court in the judicial
 district of, appoint
, deputy prothonotary, as an officer compe-
 tent to solemnize the civil marriage of Mr.
 and Miss
 at on
 (day, month, year)

SCHEDULE 2

(s. 9)

NOTICE OF MARRIAGE

Publication of the marriage to be solemnized by the pro-
 thonotary at
 (name of building and place)

in the judicial district of
, on, between

 (intended husband's surname, given name, occupation and domicile)

born on at
 (place, province, country)

and
 (intended wife's surname, given name, occupation and domicile)

born on at
 (place, province, country)

I, the undersigned, acting as witness, declare that I am
 of full age and that I have taken cognizance of the above
 information. I solemnly affirm that those statements are
 true and I make this solemn declaration knowing that it
 has the same force and effect as an oath.

Witness :

Address :

Declared before me at

this

.....
 Administering Officer

This notice of marriage has been posted up, this
 day of, 19..., by
 me,, prothonotary of the Superior
 Court in the judicial district of
, at
 (name of building and place)

.....
 Prothonotary

SCHEDULE 3

(ss. 11 and 14)

"
 (name of wife) (name of husband)

before uniting you in the bonds of marriage, I am required
 to read to you certain texts of law which set out the rights
 and duties of spouses".

Article 441. The spouses have identical rights and ob-
 ligations in marriage.

They owe each other respect, fidelity, succour and assis-
 tance.

They must live together.

Article 442. In marriage, each spouse retains his sur-
 name and given names, and exercises his civil rights un-
 der this surname and these given names.

Article 443. The spouses together take in hand the
 moral and material direction of the family, exercise paren-
 tal authority and assume the tasks resulting therefrom.

Article 444. The spouses choose the family residence
 together.

Article 445. The spouses contribute towards the ex-
 penses of the marriage in proportion to their respective
 means.

Each spouse may make his contribution by his activity
 within the home.

SCHEDULE 4

(s. 13)

....., do you take
 (name of husband) (name of wife)

here present, to be your lawful wedded wife ?

Answer : "I do."

....., do you take
 (name of wife) (name of husband)

here present, to be your lawful wedded husband ?

Answer : "I do."

(The spouses then joins hands, and the officiant pro-
 nounces the following words :)

"By virtue of the powers vested in me by law, I now de-
 clare you
 (name of husband)

and you
 (name of wife)

united in the bonds of marriage."

(The husband then produces the wedding ring and
 places it on the ring-finger of his wife. The officiant may
 then address the newly married couple as follows :)

"You are now legally married. Permit me, on my behalf
 and on behalf of all those present, to offer you our best
 wishes for your happiness."

M.O. of 30.03.81, (1981) 113 G.O. II, 1263



c. C.C.Q., r.2

**Décret sur les droits exigibles pour la
célébration du mariage civil**

Civil Code of Québec
(a. 420)

See French Edition



c. C-24, r.1

Order respecting authorized anti-skid devices for tires

Highway Code
(R.S.Q., c. C-24, s. 60)

1. The Minister of Transport authorizes, between 15 October and 1 May, the use of wheels fitted with studded tires on the following types of motor vehicles :

(a) vehicles the curb mass of which is 2 300 kilogrammes or less ;

(b) pleasure vehicles and taxis.

For safety reasons, however, this authorization is restricted to vehicles fitted with studded tires at both ends of an axle, and to vehicles fitted with studded tires on the wheels of both front and rear axles.

2. The use of chains is authorized for the following types of motor vehicles :

(a) snowploughs, snowblowers, graders, front-loaders and ice-removal vehicles, where used for the winter maintenance of public highways ;

(b) fire engines, police cars and ambulances, between 15 October and 1 May.



c. C-24, r.2

**Arrêté sur l'approbation de certains types
de signaux lumineux ou mécaniques**

Highway Code
(R.S.Q., c. C-24)

See French Edition



c. C-24, r.3

Regulation respecting a reciprocity agreement between Québec and Ontario concerning motor vehicle registration

Highway Code
(R.S.Q., c. C-24, s. 109)

1. The Agreement respecting reciprocity in the matter of registration of certain motor vehicles between the Province of Ontario and the Province of Québec, a copy of which is annexed to this Order in Council, is made.

SCHEDULE

Agreement respecting a reciprocity in the matter of registration of certain motor vehicles between the Province of Ontario and the Province of Québec

1. In this agreement, the following terms mean :

(a) “private transportation” : the operation of a vehicle designated as “véhicule de commerce” in Québec and as “commercial motor vehicle” or “commercial motor vehicle and trailer” in Ontario for the transportation of goods which are the property of the owner of this vehicle ;

(b) “place of business” : in the case of a person engaged in private transportation, the place where a person operates an enterprise which is not an enterprise of transportation ;

(c) “public carrier” : an enterprise of road transportation which holds a permit issued pursuant to the Motor Vehicle Transportation Act (Revised Statutes of Canada, 1970, chapter M-14), for the Province of Ontario and the Province of Québec and includes the transportation of goods designated in subparagraph e of paragraph 3 hereafter ;

(d) “tank truck” : a “commercial motor vehicle” or a “commercial motor vehicle and trailer” as it is designated in Ontario, or a “véhicule de commerce” or a “véhicule de livraison” as it is designated in Québec, to which has been attached, either permanently or otherwise a closed tank having a capacity of 2,3 kilolitres or more.

The purpose of this agreement is to designate categories or classes of vehicles and products which may be carried between the Province of Québec and Ontario and to provide for conditions and restrictions applicable to these vehicles.

PART I

1. Subject to paragraph 5 and except as provided in paragraphs 8, 9, 10 and 11 hereafter, a person engaged in private transportation, who has a place of business in the Province of Québec only and whose vehicle is registered in the Province of Québec is exempt from the provisions of sections 6 and 8 of the Highway Traffic Act (R.S.O., 1970, chapter 202), as amended, while the vehicle is engaged in the transportation of goods between Québec and Ontario or between Québec and any other jurisdiction, but such exemption does not apply if the vehicle is engaged in the pick up of goods in Ontario for delivery in Ontario.

2. Subject to paragraph 5 and except as provided in paragraphs 8, 9, 10 and 11 hereafter, a person engaged in private transportation who has a place of business in the Province of Ontario only and whose vehicle is registered in the Province of Ontario is exempt from the provisions of section 6 of the Code de la route (S.R. 1964, chapter 231) while the vehicle is engaged in the transportation of goods between Ontario and Québec or between Ontario and any other jurisdiction, but such exemption does not apply if the vehicle is engaged in the pick up of goods in Québec for delivery in Québec.

3. (1) Subject to subsection 2 and to paragraphs 5 and 6 and except as provided in paragraphs 8, 9, 10 and 11 hereafter, a public carrier who has his principal place of business located in the Province of Québec and whose vehicle is registered in the Province of Québec is exempt from the provisions of sections 6 and 8 of the Highway Traffic Act (R.S.O. 1970, chapter 202) as amended, while the vehicle is engaged in the transportation of goods between Québec and Ontario or between Québec and any other jurisdiction provided the goods transported are :

(a) used, uncrated household goods or objects and materials used in the production of cultural presentations and/or exhibitions, including musical and ballet presentations and art exhibitions, if such presentations or exhibitions are not carried on solely for the purpose of financial gain ;

(b) natural products of the farm carried from the place of production, harvesting or extraction to a processing plant, market or merchant's establishment ;

(c) live animals ;

- (d) dairy products, cream or cheese ;
- (e) unprocessed pulpwood, wood chips, sawdust, cordwood.

(2) Subsection 1 does not apply if the vehicle is engaged in the pick up of goods in Ontario for delivery in Ontario.

4. (1) Subject to subsection 2 and to paragraphs 5 and 6 and except as provided in paragraphs 8, 9, 10 and 11 hereafter, a public carrier who has his principal place of business located in the Province of Ontario and whose vehicle is registered in the Province of Ontario is exempt from the provisions of section 6 of the Code de la route (S.R. 1964, chapter 231) while the vehicle is engaged in the transportation of goods between Ontario and Québec or between Ontario and any other jurisdiction provided the goods transported are :

- (a) used, uncrated household goods or objects and materials used in the production of cultural presentations and/or exhibitions, including musical and ballet presentations and art exhibitions, if such presentations or exhibitions are not carried on solely for the purpose of financial gain ;

- (b) natural products of the farm carried from the place of production, harvesting or extraction to a processing plant, market or merchant's establishment ;

- (c) live animals ;

- (d) dairy products, cream or cheese ;

- (e) unprocessed pulpwood, wood chips, sawdust, cordwood.

(2) Subsection 1 does not apply if the vehicle is engaged in the pick up of goods in Québec for delivery in Québec.

5. This agreement applies to vehicles leased exclusively for a period of not less than 12 consecutive months to a person engaged in private transportation or to a public carrier to which paragraphs 1, 2, 3 and 4 apply.

6. This agreement does not waive a public carrier from the obligation to hold any permit prescribed by a regulation adopted pursuant to the Québec Transport Act (1972, chapter 55) and its modifications, or by General Order

4995 on trucking adopted by the Québec Transport Board and its modifications.

7. It is further agreed that in the case of a carrier holding a permit for bulk trucking delivered pursuant to Regulation 12 on bulk trucking adopted by order in council 2389-73 of the 29th June, 1973, and its modifications, the annual fee payable by the Ontario holder of such a permit will not be more than 15 \$ per vehicle.

8. A person who operates a "véhicule de commerce" or a "véhicule de livraison" registered in the Province of Québec is exempt from the provisions of sections 6 and 8 of the Highway Traffic Act (R.S.O. 1970, chapter 202) as amended, while the vehicle is operated unladen in Ontario.

9. A person who operates a commercial motor vehicle or a commercial motor vehicle and trailer registered in the Province of Ontario is exempt from the provisions of section 6 of the Code de la route (S.R. 1964, chapter 231) while the vehicle is operated unladen in Québec.

PART II

10. A person who operates a "véhicule de commerce" or a "véhicule de livraison", other than a tank truck, registered in the Province of Québec is exempt from the provisions of sections 6 and 8 of the Highway Traffic Act (R.S.O. 1970, chapter 202) as amended, while the vehicle is operated within the Regional Municipality of Ottawa-Carleton in the Province of Ontario and is transporting sand, gravel, earth, crushed or uncut rock and stone, asphalt mixes, snow, salt, calcium chloride, and mixtures of the above that :

- (a) originate in the Province of Québec for delivery to a point in the Regional Municipality of Ottawa-Carleton in the Province of Ontario ; or

- (b) originate at a point in the Regional Municipality of Ottawa-Carleton in the Province of Ontario for delivery to a point in the Province of Québec.

11. A person who operates a commercial motor vehicle or a commercial motor vehicle and trailer, other than a tank truck, registered in the Province of Ontario, is exempt from the provisions of section 6 of the Code de la route (S.R. 1964, chapter 231) while the vehicle is operated within the Regional Community of Outaouais in the Province of Québec, and is transporting sand, gravel, earth, crushed or uncut rock and stone, asphalt mixes, snow, salt, calcium chloride, and mixtures of the above that :

(a) originate in the Province of Ontario for delivery to a point in the Regional Community of Outaouais in the Province of Québec ; or

(b) originate at a point in the Regional Community of Outaouais in the Province of Québec for delivery to a point in the Province of Ontario.

12. This agreement replaces the “Agreement respecting reciprocity in the matter of registration of certain motor vehicles between the Province of Ontario and the Province of Québec” in force since November 15, 1975 and which was adopted by order in council of Québec 1230-76 dated March 31, 1976, and order in council of Ontario 3072-75 dated November 12, 1975, as amended by “Agreement respecting reciprocity in the matter of registration of certain motor vehicles between the Province of Québec and the Province of Ontario”, adopted by order in council of Québec 968-78 dated April 1, 1978, and order in council of Ontario 701-78 dated March 8, 1978, and this, as of its coming into force.

This agreement will come into force May 1, 1979 upon its approval by the lieutenant-gouverneur en conseil of the Province of Ontario and by the lieutenant-gouverneur en conseil of the Province of Québec and upon its signature by the Ontario Minister of Transportation and Communications, by the ministre des Transports du Québec and by the ministre des Affaires intergouvernementales du Québec.

Dated at Québec and at Toronto

This 5th day of June 1979

CLAUDE MORIN,
*ministre des Affaires intergouvernementales
du Québec.*

LUCIEN LESSARD,
ministre des Transports du Québec.

JAMES SNOW,
*Minister of Transportation and
Communications of Ontario.*



c. C-24, r.4

Regulation respecting the stacking of pulpwood loads for the purposes of transportation on public highways

Highway Code
(R.S.Q., c. C-24, s. 109)

1. The dimensions of vehicles, load included, shall not exceed the following :

- (a) width : 2,60 metres ;
- (b) height from the ground : 3,80 metres.

2. The maximum weight, including the load, shall never exceed that provided for by the Highway Code (R.S.Q., c. C-24) according to the number of axles and the classification of highways to be travelled.

3. A wooden or metal bar shall be fixed to each side of the platform of all motor vehicles transporting pulpwood, in such a way as to raise by 40 to 50 millimetres the outer extremity of each of the 2 cords stacked, and to make the load lean towards the center of the platform.

4. The platform shall be rigid to the extent where no sagging is perceptible at any point on its width when the vehicle is carrying its maximum legal load.

5. Each of the 2 stacks (cords) of pulpwood shall be solidly secured on the platform by means of a well-tightened chain. The use of rope made with textile or synthetic materials is not acceptable. In the case of pulpwood which has not had the bark removed, the use of a net does not relieve the driver of the obligation to use 2 securing chains.

6. The front and rear vertical supports shall be high enough as to correspond to the height of the load, and strong enough to support its weight and resist the shocks caused by the state of the roads.

7. The vehicle's tires and springs shall be of the capacity appropriate to the weight of the load.

8. When the load is composed of logs of barked pulpwood, the use of a net made of a resistant material with meshes of not more than 100 millimetres on the side, is re-

quired over and above the other precautions already mentioned. Said net shall be large enough to cover the entire load and to extend beyond each side and the rear of the load by 0,90 metres to 1,20 metres. It shall be fixed solidly to the platform by means of hooks placed every 0,90 metres to 1,20 metres around the platform. Said hooks shall be kept tightened. However, if the load of barked pulpwood is divided, by means of appropriate vertical supports, in stacks of not more than 2,45 metres in length, the net alone may be considered sufficient securing measure.

9. Immediately before entering a highway, the driver of any truck carrying pulpwood shall stop his vehicle in a suitable spot, and assure himself that :

- (a) the 2 stacks (cords) of wood do not tend to move apart at the top of the load ;
- (b) the supports are in good condition and well fastened ;
- (c) the platform does not show any signs of sagging at any point on its width ;
- (d) no logs tend to come out of the stacks ;
- (e) the securing devices (chains or other) are properly tightened.

The same check shall be made at least every 40 kilometres during the trip. An appropriate place, off the travelled part of the road shall be chosen to make such check.

If the use of the measures contained in these directives proves to be insufficient to prevent the fall of pulpwood logs, a net shall be required on all such types of load.

O.C. 1297-69, (1969) 101 O.G., 2955
O.C. 980-80, (1980) 112 G.O. II, 1649, 1652



c. C-24, r.5

Regulation respecting safety hitches for trailers

Highway Code
(R.S.Q., c. C-24)

1. All trailers travelling on public roads and which are not equipped with an automatic brake-system which could stop the vehicle in case of a separation of the trailer and the towing vehicle must be equipped with chains, cables or any other safety device sufficiently solid and fit together in such a way that the trailer and the towing vehicles, in the event of a breakage in the regular towing connections or in one of the component parts, remain connected.

2. For the purposes of section 1, “trailer” includes all farming, or agricultural implements or any other machine or apparatus, that is, not self-propelling vehicle, mounted on wheels and towed by an automotive vehicle on a public road.



c. C-24, r.6

Regulation approving public scales pursuant to section 55 of the Highway Code

Highway Code
(R.S.Q., c. C-24, s. 55)

DIVISION I

APPROVAL OF SCALES TO DETERMINE THE AXLE LOAD AND TOTAL LOAD MASS OF A MOTOR VEHICLE OR COMBINATION OF MOTOR VEHICLE AND THE APPLICATION THEREOF

1. Approval : The Minister of Transport shall approve the scales designed for the purpose of determining the axle load and total loaded mass of a motor vehicle or combination of motor vehicles within the meaning of sections 54 and 55 of the Highway Code (R.S.Q., c. C-24) namely : scales with a weighing device whose precision has already been verified and approved by the Weights and Measures Bureau of the Department of Consumer and Corporate Affairs and which are to be used under the wheels of a motor vehicle or a combination of motor vehicles for the purpose of determining the axle load or total load mass.

2. Application :

(1) **Axle load :** The Minister shall determine that the total axle load of any one axle or axle assembly is that given by any of the scales indicated above.

(2) **Total loaded mass :** The Minister shall determine that the total loaded mass is established by means of any of the scales indicated above :

(a) by adding all the axle loads of a single motor vehicle or combination of motor vehicles ; or

(b) by weighing a motor vehicle or combination of motor vehicles in one operation.

DIVISION II

APPROVAL OF WEIGHERS FOR DETERMINING AXLE LOAD AND TOTAL LOADED MASS OF A MOTOR VEHICLE OR COMBINATION OF MOTOR VEHICLES AND THE APPLICATION THEREOF

3. Approval : The Minister of Transport approves the weighers designed for the purpose of determining axle load and the total loaded mass of a motor vehicle or combination of motor vehicles within the meaning of sections 54 and 55 of the Highway Code, namely : dynamometers which comply with BNQ Standard 4398-311 dated 11 October 1972, of the Ministère de l'Industrie du Commerce et du Tourisme of Québec, given in Schedule A and which may be used under the wheels of a motor vehicle or combination of motor vehicles to determine axle load or the total loaded mass thereof.

4. Application :

(1) **Axle load :** The Minister determines that the total axle load of one axle or of one combination of axles is that indicated by one of the weighers described above.

(2) **Total loaded mass :** The Minister determines that the total loaded mass is established by means of the aforementioned weighers by adding all the loads per wheel of one vehicle or of one combination of vehicles.

DIVISION III

SCALES APPROVED

5. The Minister approves the following scales for the purpose of determining the axle load and the total loaded mass of a motor vehicle or of a combination of motor vehicles where weighing is prescribed in section 55 of the Highway Code.

Identification of scales :

Make	Model	Serial Number
Toledo	840 A/L	37519
Toledo	840 A/L	37518
Toledo	840 A/L	37521

6. The Minister approves the following scales for the purpose of determining the axle load and the total loaded

mass of a motor vehicle or of a combination of motor vehicles where weighing is prescribed in section 55 of the Highway Code :

Identification of scales :

Make	Model	Serial number
Howe Richardson	PVI535	E45217
Fair Banks Morse	355ISF8	SI008
Howe Richardson	PV2660-I0	75E55266
Howe Richardson	PVI535	E409I2
Howe Richardson	PVI535	E409I0
Howe Richardson	PVI535	E409II
Howe Richardson	PVI535	E49259
Fair Banks Morse	355ISF8	SI000
Howe Richardson	PV2660-I0	75E55267
Howe Richardson	PVI535	E40903
Howe Richardson	PVI535	E40904
Howe Richardson	PVI535	E48572
Howe Richardson	PVI535	E4090I
Howe Richardson	PVI535	E48552
Fair Banks Morse	PVI530	E3634I
Fair Banks Morse	PVI535	E39362
Howe Richardson	PVI535	E45222
Fair Banks Morse	355ISF8	SI006
Howe Richardson	PVI535	E436I2
Howe Richardson	PV2660	75E55269
Howe Richardson	PVI535	E436I3
Howe Richardson	PVI535	E49I36
Howe Richardson	PVI535	E48008
Fair Banks Morse	366ISF8	SI004
Howe Richardson	PVI535	E409I3
Howe Richardson	PV2660	75E55270
Howe Richardson	PV2560	E488I2
Howe Richardson	PVI535	E46459
Howe Richardson	PV2660	75E5527I
Howe Richardson	PV2660 FCB	E5465I
Fair Banks Morse	65I2CA56	E33I90
Fair Banks Morse	PVI535	49928
Fair Banks Morse	335ISF8	SI003
Fair Banks Morse	65I2CA	E33I88
Fair Banks Morse	6507A	E31229II
Fair Banks Morse	355ISF8	C553394
Howe Richardson	PVI535	E40907
Howe Richardson	PVI535	E46429

7. If the scales enumerated in section 6 can no longer be used for trade, the approval shall become null and void.

SCHEDULE A

(s. 3)

Portable wheel-load weigher (BNQ 4398-311-1)

1. Scope : This standard applies to a portable weigher used to determine the load on each wheel of a motor vehicle.

2. Terminology :

(2.1) The terms used in this standard are those in common use.

(2.2) For the purpose of this standard, the words “balances” and “dynamometers” in the French version are synonymous.

3. Classification : This standard concerns only weighers with a capacity of 20 000 pounds (910 kg).

4. General requirements :

(4.1) **Description :** This portable wheel-load weigher is a hydraulically operated static scale designed to measure the weight of a wheel resting anywhere on the weighing surface. It includes a dial indicator and a carrying handle.

(4.2) **Dimensions :** The following dimensions are given only for information, they are not absolute, except for the weight of the complete unit which is maximal.

Overall length	20½ in.	(52 cm)
Width, main body	10½ in.	(26,7 cm)
Overall width	14 in.	(35,6 cm)
Width weighing surface	10 in.	(25,4 cm)
Length weighing surface	11 in.	(27,9 cm)
Overall height	3¼ in.	(7,9 cm)
Ramp slope angle	20°	
Weight (complete unit)	50 pd.	(22,6 kg)

(4.3) **Material :** An overall construction shall be of a high strength aluminum alloy.

(4.4) **Hardware :** All the hardware used in the construction shall be of stainless steel.

5. Detail requirements :

(5.1) **Dial :** The weigher dial shall be divided in 200 increments, each line representing 100 pounds (45 kg), with the 1 000 (454 kg) and 500 (227 kg) marks being clearly defined.

(5.2) **Vernier** : The vernier shall be designed so that only one 20 pounds (9 kg) mark will line up with a dial graduation.

(5.3) **Weighing mechanism** : All weighing mechanisms shall be contained in a dustproof enclosure.

(5.4) **Adjustment knob** : On the dial there shall be a zero adjustment knob.

(5.5) **Ramp slope angle** : Two non-skid ramps with a 20° slope (maximum) shall allow the access on and out of the vehicles on the scale.

(5.6) **Handle** : A carrying handle shall be solidly fixed on the side of the scale which will at the same time serve as a shield for the dial.

(5.7) **Removal of parts** : The following parts shall be easily removable to facilitate the maintenance :

(5.7.1) links,

(5.7.2) dial cover,

(5.7.3) dial,

(5.7.4) dial mechanism,

(5.7.5) platform.

(5.8) **Operating instructions** : The operating instructions are described in detail in the technical document BNQ 4398-311-1.

6. Inscription :

(6.1) On each portable wheel-load weigher the following inscription shall be clearly written : "Not valid for trade".

(6.2) On each portable wheel-load weigher shall be written the manufacturer's name, serial number and catalogue number.

M.O. of 06.09.72, (1972) 104 O.G., 8689

M.O. of 11.10.72, (1972) 104 O.G., 9627

M.O. of 18.04.77, (1977) 109 O.G. II, 3063



c. C-24, r.7

Regulation respecting protective helmets for motorcyclists and snowmobilers

Highway Code
(R.S.Q., c. C-24, s. 46)

DIVISION I GENERAL PROVISIONS

1. Purpose : The purpose of this Regulation is to fix minimum standards for the construction of protective helmets for motorcyclists and snowmobilers, as well as methods for testing compliance therewith. It also sets forth the requirements for the securing of fasteners for the visor.

2. Definitions : In this Regulation, the following words mean :

(a) “shell” : resistant part of the helmet, whose external surface, excluding the padding, is also the external surface of the helmet ;

(b) “shock absorbing device” : intricate assembly of components whose main object is to distribute the force transmitted and to mitigate an important fraction of the energy imparted to the helmet during an impact ;

(c) “manufacturer” : person identified on the label which certifies compliance with this Regulation ;

(d) “harness assembly” : the complete assembly by means of which the helmet is maintained in position on the wearer's head ;

(e) “chin strap” : device designed to fasten under the wearer's chin and by which the helmet is firmly attached to the head ;

(f) “motorcyclist” : a person, including any passenger who travels on a motorcycle or in a sidecar ;

(g) “snowmobiler” : every person who travels in a snowmobile or in a cutter drawn by a snowmobile ;

(h) “basic plane” : a plane laid out on a specific reference headform derived from the anatomic basic plane, or Reid's baseline, that is a plane at the level of the external opening of the ear and the floor of the bony rim of the eye socket ;

(i) “reference plane” : a plane $60\text{mm} \pm 1\text{mm}$ (2,36 in. $\pm 0,04$) above and parallel to the basic plane, and which shall be located on each headform ;

(j) “mid-sagittal plane” : a longitudinal, or fore and aft plane passing through the vertex of the headform, perpendicular to the basic plane, which geometrically bisects the headform ;

(k) “protective padding material” : smooth, bulky assembly capable of absorbing kinetic energy by undergoing partial destruction under pressure ;

(l) “headform” : device representing the human head. The headform selected shall be considered suitable if it allows for proper testing of protective helmets which will accurately fit approximately 95% of the population of all races ;

(m) “visor” : protective device for the eyes and for all or part of the face, with which a protective helmet may be equipped.

3. Minimum requirements : Every protective helmet shall at least include the following constituent parts : the shell, the shock absorption device, the harness assembly, the chin strap and the protective padding material.

DIVISION II GENERAL REQUIREMENTS

§1. Design and construction

4. The protective helmet shall be so designed and constructed as to ensure adequate protection to the vault of the skull, the temples, ears and the nape of the neck, while also being comfortable. The protective helmet must be equipped with the necessary visor fasteners.

5. Shell : The shell must be constructed to adapt, as naturally as possible, to the shape of the head. The form of the shell and in particular the edges must be smooth so as to offer no significant frictional resistance to the soil or obstacle in the event of a fall by the motorcyclist or snowmobiler.

6. There shall be no rigid part on the inside of the helmet which could injure the wearer's head in the event of a crash. Every external projection must be smooth and adequately faired to other surfaces. Rivet heads shall not show sharp edges, and split or bifurcated rivets shall not be used.

7. Ventilation holes : Where ventilation holes are provided, they shall be located above the reference plane. No free space or hole shall allow insects or other floating or flying objects to enter the helmet.

8. Additional devices : Additional devices added to the protective helmet shall be so constructed as not to cause injuries to the wearer in the event of an accident.

9. No part of the protective components of the helmet shall be inadvertently detachable nor detach under impact.

10. Modification : No modification or alteration, such as drilling, painting, affixing of strickers, may be made on the helmet, except by the manufacturer or in accordance with his instructions and insofar as the modified helmet fulfills the requirements of this Regulation.

§2. Materials

11. The materials used in the manufacture of the various parts of the protective helmet shall be of durable quality. Their characteristics shall not undergo appreciable alteration under the influence of aging or of the circumstances of use to which the helmet is normally subjected, such as exposure to sun, rain, cold, dust, vibration, contact with the skin, effect of sweat or of products applied to the skin or hair, and contact with products used in the operation and maintenance of the vehicle.

12. The manufacturer shall provide the users with the necessary information on the resistance limit of the materials used in the construction of the helmet in relation to the products used for its cleaning and those which may be applied to or be in contact with such helmet.

13. Retention system : The harness system, protective padding material, chin strap and their points of attachment shall be constructed so that the protective helmet, when correctly fastened, may not easily be moved from its normal position on the wearer's head under impact conditions.

DIVISION III PARTICULAR REQUIREMENTS

14. Ridges : The shell shall not have any external projections greater than 5 millimetres (3/16 in.) and rivet heads shall not project more than 1,5 millimetres (1/16 in.). Linings, paddings, goggle clips and visors shall not be considered projections if they are easily separated from the helmet under tangential force.

15. Peripheral visual clearance : The protective helmet shall provide peripheral visual clearance of a minimum of 120° to each side of the mid-sagittal plane. This angle shall be measured on a headform in the basic plane with its apex at the anterior surface of the headform where the mid-sagittal and basic planes intersect.

16. Shock absorption : Protective helmets shall undergo successfully the resistance and shock absorption tests described in section 26.

17. Penetration : Protective helmets shall undergo the tests described in section 27 to show that penetration does not reach the headform.

18. Resistance of the chin strap and of its attachments : Protective helmets shall be subjected to the test described in section 28 ; the chin strap and its attachments should not separate, break or undergo a greater increase than 25,4 millimetres (1 in.) in the vertical distance.

DIVISION IV PREPARATION FOR MARKETING

19. Labelling : A label certifying compliance with this Regulation shall be affixed permanently inside the helmet at a place readily available for inspection. Such label shall bear permanently and legibly, at least in French, the following information :

- (a) the manufacturer's name or trade mark ;
- (b) the certification that the helmet complies with this Regulation ;
- (c) the model and type, where applicable ;
- (d) the size of the helmet ; and
- (e) the date on which the helmet was manufactured.

20. Warning label : A warning label shall be fastened to the helmet and bear legibly, at least in French, the following information :

“VERY IMPORTANT

No protective helmet can protect the wearer against all foreseeable impacts. However, for adequate protection, the helmet must be comfortable and perfectly adapted to the wearer's head.

This helmet is so constructed that the energy of a severe blow is absorbed through partial destruction of the helmet, although damage may not be visible to the naked eye. Should it suffer such an impact, it must either be returned to the manufacturer for competent inspection or destroyed and replaced.

The wearer of this helmet must become acquainted with the information sheet furnished by the manufacturer.”

21. Information sheet : The manufacturer shall give the following information on a sheet provided with the helmet :

- (a) maintenance and cleaning of the helmet ;
- (b) the resistance limit of the helmet to chemical products ;
- (c) the prohibition to alter or modify the helmet ; and
- (d) the scope of the guarantee.

22. Packing : Each helmet shall be packed individually and the packing shall be made in accordance with current practices of the protective helmet industry. In addition, the packing shall provide at least the following information :

- (a) the manufacturer's name and trade mark ;
- (b) the certification that the helmet complies with this Regulation ;
- (c) the model and type where applicable ; and
- (d) the size.

DIVISION V INSPECTION AND METHODS OF TEST

23. Sampling : Protective helmets shall be taken in the condition as offered for sale and in their original packing. Medium and large size helmets shall be subjected to testing on headforms. The helmets of various sizes, but of the same type and model, shall be approved if the visual inspection shows that they have been constructed identically to those who have passed the tests successfully.

24. Number of samples : Four samples are required for testing. Each test sample, following exposure to its respective environmental condition as described in section 25, shall be subjected to all tests and visual observations set forth therein.

25. Conditioning : Conditioning shall be performed in accordance with the BNQ 1923-901-1973-01-11 standard.

26. Shock absorption test : Resistance and shock absorption tests shall be performed in accordance with the BNQ 1923-901-1973-01-11 standard.

27. Penetration test : Penetration tests shall be performed in accordance with the BNQ 1923-901-1973-01-11 standard.

28. Test of tensile strength of the chin strap and its attachments : The test of tensile strength of the chin strap and its attachments shall be performed in accordance with the BNQ 1923-901-1973-01-11 standard.

29. Helmet having undergone the tests : A protective helmet which has undergone part of or all the tests mentioned above shall not be sold or worn afterwards.

DIVISION VI FINAL PROVISIONS

30. This Regulation is a transport regulation and, unless the context indicates otherwise, the words and expressions defined in the Highway Code (R.S.Q., c. C-24) and those defined in the Regulation respecting the interpretation of transport regulations (c. T-12, r.7) are part of this Regulation and have the meaning indicated in such Act or Regulation, each time such words and expressions are used.

31. This Regulation is enacted under the Highway Code, in particular under subsection 4 of section 46 and under section 109, and also under sections 3 to 5 of the Transport Act (R.S.Q., c. T-12).



c. C-24, r.8

**Regulation respecting the use in Québec
of vehicles registered in Newfoundland**

Highway Code
(R.S.Q., c. C-24, s. 109)

1. Every motor vehicle registered in Newfoundland by a person who has a domicile or place of business in Newfoundland and which is used for the transport of property belonging to the owner of that motor vehicle or for the transportation of used furniture is exempt from Québec registration.



c. C-24, r.9

**Regulation respecting the access of
pedestrians, animals and certain types of
vehicles to heavy-traffic highways**

Highway Code

(R.S.Q., c. C-24, ss. 53 and 109)

1. By means of traffic signs or other appropriate signs, placed on highways maintained by Québec, the Ministère des Transports, when deemed expedient, restricts the circulation or prohibit the admittance of such roads to pedestrians, animals and certain types of vehicles whose presence, on account of their relative slowness, becomes a serious risk of accident for highway users.



c. C-24, r.10

Regulation respecting traffic, emergency repairs and towing on certain main arteries of the Montréal region

Highway Code
(R.S.Q., c. C-24, s. 109)

DIVISION I GENERAL PROVISIONS

1. In this Regulation, unless the context or a particular provision indicates otherwise, the expression “road network” comprises the following main arteries :

(a) the Louis-Hippolyte-Lafontaine tunnel between the city of Jacques-Cartier and the island of Montréal and also the approaches to such tunnel ;

(b) the tunnelled sections of the east-west autoroute (A20) in the city of Montréal and their approaches ; and

(c) the following expressways and access roads :

i. the Montée Saint-Léonard (A20, A25) from the southern approach of the Louis-Hippolyte-Lafontaine tunnel (Île Charron), up to Metropolitan Boulevard (A40) ;

ii. the Montée Saint-Léonard (A25) — Metropolitan Boulevard (A40) interchange ;

iii. Metropolitan Boulevard (A40) from the grade separation structures of Henri-Bourassa Boulevard to the interchange on A13 ;

iv. the Décarie (A15) — Metropolitan Boulevard (A40) interchange ;

v. Décarie Boulevard (A15) up to the Turcot interchange ;

vi. the Turcot interchange ;

vii. Autoroute 20 connecting the Turcot interchange to the northern approaches of Mercier Bridge via the Turcot marshalling yard ;

viii. the northern approaches of Mercier Bridge, including the interchange connecting them to Autoroute 20 ;

ix. Mercier Bridge ;

x. the southern approaches of Mercier Bridge up to their junction with Route 132 ;

xi. the junction of the Turcot interchange (A15) with Champlain Bridge up to the place where such highway falls under the jurisdiction of the National Harbours Board ;

xii. the east-west autoroute (A20) between the Turcot interchange and Sanguinet Street in the city of Montréal ; and

xiii. Autoroute 20 from Dorval Centre to Route 138.

2. This Regulation is a transport regulation and, unless the context indicates otherwise, the words and expressions defined in section 1 of the Transport Act (R.S.Q., c. T-12), in section 1 of the Highway Code (R.S.Q., c. C-24), and in the Regulation respecting the interpretation of transport regulations (c. T-12, r.7) have the meaning indicated in the said Acts or Regulation each time they are used in this Regulation.

DIVISION II TRAFFIC STANDARDS

3. No person shall walk, ride or travel by means of a non-motorized vehicle on the road network.

4. No person shall travel on the road network at a speed :

(a) exceeding that posted on the road signs ; or

(b) less than 50 kilometres per hour.

5. Subject to section 4, no person shall travel through the Louis-Hippolyte-Lafontaine tunnel at a speed exceeding 90 kilometres per hour.

6. Subject to section 4, no person shall travel through the tunnelled sections of the east-west autoroute at a speed exceeding 70 kilometres per hour.

7. Except in case of emergency, no person shall stop, park or back up on the road network.

8. No person shall, in the Louis-Hippolyte-Lafontaine tunnel and its approaches or in the tunnelled sections of the east-west autoroute (A20) and their approaches :

(a) change lanes, except where necessary or if indicated otherwise ;

(b) travel on a lane other than the outer right service lane with a farm vehicle, a service vehicle, a commercial

vehicle or a delivery car, if the weight of such vehicle at registration is of 2 300 kilograms or more.

DIVISION III

EMERGENCY REPAIR AND TOWING

STANDARDS

9. (1) Every person entrusted with the care of the road network or every member of the Sûreté du Québec may have any stationary vehicle or object left on the road network repaired, towed or removed.

(2) In the cases contemplated in subsection 1, the emergency repairs, towing or removal must be made by the contractor chosen by the Minister for this purpose on the conditions agreed upon by such contractor and the Minister.

10. Notwithstanding subsection 2 of section 9, the Minister or any person entrusted with the care of the road network may, where useful or necessary, provide a repair or towing service and push or remove any stationary vehicle or object left on the road network.

11. No contractor other than the one chosen by the Minister shall repair, tow, push or remove a stationary vehicle or object left on the road network.

12. Emergency repairs, towing and removal shall be at the expense and risk of the owner of the vehicle or of the object repaired, towed or removed.

O.C. 255-74, (1974) 106 O.G.II, 447

O.C. 4338-75, (1975) 107 O.G.II, 5301

O.C. 1973-76, (1976) 108 O.G.II, 3863

O.C. 980-80, (1980) 112 G.O.II, 1649, 1652



c. C-24, r.11

Regulation respecting the cost of special permits authorizing vehicles with oversized or overweight loads to drive on public highways

Highway Code
(R.S.Q., c. C-24)

1. The rate of 2 \$ applies only in the issuance of a special permit authorizing, on highways, the operation of vehicles or the transportation of large objects whose dimensions or weight exceed the maximum fixed by law. These vehicles and objects must be the property of an individual and the transportation must be made without any charge.

2. A new rate of 10 \$ is applicable in the case of the issuance of a special permit authorizing, on highways, the operation of vehicles or the transportation of large objects whose weight or dimensions exceed the maximum fixed by law and owned by anyone but an individual. This fee of 10 \$ also applies in all cases of transportation for financial gain.

3. The validity of a special permit issued at the rate of 2 \$ or 10 \$ shall be limited to the operation of a single vehicle or combination of vehicles or the transportation of a single load, one or the other carried out within a maximum period of 30 consecutive days, Sundays and holidays included.

4. In the case of special permits issued for a period of more than 30 consecutive days, the following new rates apply :

(a) more than 30 days, but not exceeding 90 consecutive days, 25 \$;

(b) more than 90 days, but not exceeding 180 consecutive days, 50 \$;

(c) more than 180 days, but not exceeding 270 consecutive days, 75 \$;

(d) more than 270 days, but not exceeding 365 consecutive days, 100 \$.

5. In the case of special permits issued for the purpose of crossing intersections or public highways with a divisible load whose dimensions or weight or both exceed the legal limits, a rate of 25 \$ shall apply for each motor vehicle or combination of motor vehicles in the place and stead of any other rate.

6. The special permit contemplated in section 5 shall be issued for one year or part of a year and shall expire on the last day of February each year.

7. However, no fee is required when it is expedient to issue a special permit authorizing the circulation, on highways, of a combine, a swatter, a rake or baler or any other agricultural or farming implement, self-propelled or towed, owned by a farmer living from the products of his farm and used on this farm.

8. No charge is made when such special permits are issued in favor of a government.

9. The said special permits are payable immediately upon issuance, and their cost is non-refundable if these permits are not used in the prescribed period.



c. C-24, r.12

Directive sur les permis spéciaux de circulation

Highway Code
(R.S.Q., c. C-24)

See French Edition



c. C-24, r.13

Regulation respecting driving schools

Highway Code
(R.S.Q., c. C-24, s. 109)

DIVISION I DEFINITIONS

1. In this Regulation, the following expressions and words mean :

(a) “Régie” : the Régie de l’assurance automobile du Québec ;

(b) “lesson” : a period of 60 consecutive minutes devoted to the teaching of the theoretical or practical knowledge necessary for driving motor vehicles ;

(c) “driving course” or “course” : a course of theoretical and practical lessons ;

(d) “driving school” or “school” : an establishment which gives driving courses ;

(e) “operator” : the owner of a driving school ;

(f) “monitor” : a person who gives practical lessons at the wheel of a motor vehicle ;

(g) “instructor” : a monitor who gives theoretical and practical lessons in addition to those he may give at the wheel of a motor vehicle ;

(h) “permit” : a permit granted in accordance with this Regulation.

DIVISION II DRIVING SCHOOLS

§1. *Permits*

2. No person shall operate a driving school, claim to operate one, act in a manner which indicates he operates such a school, or give or offer to give courses or any other instruction on the driving of motor vehicles, whether for payment or otherwise, if he is not the holder of a driving school permit issued by the Régie.

3. Any person who wishes to obtain a permit shall make application in writing to the Régie.

4. This permit shall be valid for the operation of one driving school only and shall be in the holder’s own name.

5. With respect to a company or corporation a permit shall only be issued in the personal name of the legally appointed representative designated by the company or corporation, which person is said to be the owner and to have the authority of the owner for all purposes of this Regulation.

6. The head office of a driving school shall be in Québec.

7. Any person who wishes to operate a driving school for the purpose of giving driving courses for the driving of pleasure vehicles or motorcycles must meet the following conditions :

(a) be at least 25 years of age ;

(b) furnish a certificate of morality and good conduct ;

(c) be the holder of a Grade XI school certificate or the equivalent ;

(d) be the holder of a Québec driver’s permit of the appropriate class ;

(e) be the holder of an instructor’s permit for at least 3 years if he wishes to give courses for the driving of pleasure vehicles or hold a motorcycle monitor’s permit for at least 3 years, if he wishes to give courses in motorcycle driving. However, he may designate a person who meets this requirement and who will be in his employ. A certified copy of the service contract conditional for the obtainment of the permit, binding the parties, is required ;

(f) furnish a letter of reference.

8. No employee of the Ministère des Transports may own any interest whatsoever, direct or indirect, in a driving school, and if any such interest falls to him, either through inheritance or by gift, he should renounce it or dispose of it with all possible dispatch under penalty of withdrawal of permit.

9. With respect to a corporation, it shall furnish the Régie a certified copy of its letters patent as well as of any other governing document, together with a list of members of its board of directors.

With respect to a company, it shall furnish the Régie a certified copy of its deed of partnership as well as a list of its shareholders. The present paragraph shall not apply to

a cooperative for which a list of the board of directors shall suffice.

In the case of a school corporation or a school under its authority, a general and vocational college or any private institution of general education, there must be provided a resolution respecting the appointment of a legal representative who must meet the requirements set forth in section 7 and provide an approval obtained from the particular service of the Ministère de l'Éducation du Québec to operate a driving school.

10. Each application for a driving school permit shall be accompanied by a remittance in the amount of 100 \$ covering the fees due for the study of the file. This amount is not reimbursable under any circumstances.

11. The cost of the permit shall be 50 \$ and shall be payable upon its obtainment or upon its renewal. The permit shall expire on 30 June of each year.

An application for renewal of a driving school permit must be made in writing to the Régie at the latest on 31 March of each year.

12. The permit held by a driving school shall be displayed in a prominent place in the premises used for the enrolment of pupils. If enrolment takes place at more than one premises at the same time, the Régie may issue copies of the permit.

13. The operator of a driving school :

(a) shall maintain a place of business open to the public ;

(b) shall be the owner or the leaseholder of the premises occupied by the driving school ; a copy of the deed of ownership or the lease, as the case may be, shall be required ;

(c) shall regularly occupy and use the premises for the business of the school ;

(d) shall utilize the premises in conformity with the rules of the municipality ; evidence to this effect shall be required ;

(e) shall be the holder of a certificate of hygiene issued by a municipal health service or by any other competent authority ;

(f) shall maintain an office and classroom on a permanent basis of easy accessibility ;

(g) shall not occupy, or share, the premises of another operator unless permission in writing to this effect is granted by the Régie ;

(h) shall not utilize as head office or classroom, quarters in a trailer, temporary premises, a telephone answering service office, a rooming house, a hotel room, a motor vehicle, or any other site which, in the opinion of the Régie, is neither of a settled nor permanent nature ;

(i) shall not use a classroom other than that stipulated in paragraph *f* unless such room is in conformity with the requirements of section 14 and unless he holds an extension of his driving school permit for an occasional classroom issued by the Régie in accordance with section 15.

§2. Classrooms

14. Each classroom used for the giving of lessons shall :

(a) measures at least 20 square metres ;

(b) have adequate lighting, heating and ventilation ;

(c) be furnished to permit a minimum of 15 persons to be seated, to write, and to follow the course with ease and comfort ;

(d) contain all the material necessary to properly teach the driving of a motor vehicle.

15. The Régie shall issue an extension of a driving school permit for an occasional classroom following an application duly dated and signed by the owner of the school or his legal representative and containing the following information :

(a) the name of the school and its address in full ;

(b) the dates beginning and ending the period during which the room is required ;

(c) an official and original document of the owner of the premises confirming that the room is available for that period ;

(d) display a certificate of security and hygiene if the room does not belong to a school board ;

(e) display a list of the names and permit numbers of the monitor and instructor in charge of giving the driving course in that room ;

(f) display a copy of the contract of employment instructor who is in charge, except if the operator is himself in charge ;

(g) the make, year of manufacture, and number of the registration marker of the vehicles used for driving practice.

The application must be sent to the Régie and must be made at least 15 days prior to the date of commencement of the courses in the case of a room that is the property of a school board. The minimum time allowed for any other classroom shall be one month.

16. The sanction of the Régie shall be required for the utilization of mobile units fitted out for the giving of specialized courses.

§3. *Vehicles*

17. Each vehicle used for the purpose of giving pupils practice lessons at the wheel shall :

- (a) be in a perfect state of serviceability ;
- (b) have been purchased as a new vehicle since less than 3 years in the case of a pleasure vehicle ; any vehicle other than a pleasure vehicle must be approved by the Régie after having been mechanically inspected to verify whether the said motor vehicle complies with the Highway Code (R.S.Q., c. C-24), this Regulation or any other regulation respecting motor vehicles ;
- (c) be registered, upon each renewal, only if its owner returns to the Régie, with his application, a certificate from a garage mechanic duly licenced by the Régie or from an agent of the Department specifying that the vehicle is in condition to operate safely on highways.

18. The controlling mechanisms for vehicles used in the giving of lessons shall conform with the regulations laid down by the Régie.

19. The signs which shall be displayed on school vehicles shall conform with the regulations laid down by the Régie.

§4. *Offices*

20. A driving school shall obtain the authorization of the Régie if it wishes to maintain, in addition to its head office, an office to be used for the sole purpose of giving information with respect to the driving of motor vehicles and the enrolment of pupils for driving courses.

DIVISION III PROGRAMS

21. The program of courses on driving motor vehicles shall conform with the regulations laid down by the Régie.

The professional driver education training programmes are approved by the Régie if the operator applies for such approval and provides :

- (a) a curriculum duly approved by the Ministère de l'Éducation du Québec pursuant to the Act respecting private education (R.S.Q., c. E-9) ;
- (b) his overall management plan ;
- (c) projected goals ;
- (d) an outline of teaching methods, including a study plan, audiovisual techniques and reference books ;
- (e) a plan describing the material organization, including the general lay-out, furniture and vehicles ;
- (f) a list of the monitors and instructors together with their qualifications ;
- (g) the form and content of the required examinations ;
- (h) the text of any attestation of studies to be handed in at the end of the course.

22. A course offered by a driving school to a learner-driver must comprise 30 periods of 50 minutes of instruction on the theoretical and practical knowledge of driving a motor vehicle and 8 or 10 practice lessons at the wheel, depending on whether it is an automatic or manual transmission vehicle.

23. The course described in section 22 must :

- (a) be so planned that the student does not take in the same day more than 3 theoretical classroom lessons and not more than one practice lesson at the wheel ;
- (b) have a minimum duration of 21 days.

24. The duration of a lesson of practice driving at the wheel of a vehicle shall not include any time spent in driving to meet the pupil, driving him back, or returning him to his home or to any particular landmark.

DIVISION IV SURETY-BOND

25. An application for a driving school permit must include security of at least 2 000 \$ but not exceeding 20 000 \$ that is provided by the applicant as follows :

- (a) in cash or by certified cheque, postal money order, bank money order or by certified order to pay drawn on a savings and credit union, made out to the order of the Minister of Finance ;

(b) by means of a bearer bond cashable at any time, issued or guaranteed by the Government of Canada or by a province, whose market value is at least equal to the amount of security exigible ; or

(c) by means of a guarantee bond in the name of the Minister of Finance in accordance with the form provided for in Schedule A and issued by a company authorized to stand security in Québec.

The security provided for in subparagraphs *a* and *b* of the first paragraph, is sent to the Minister of Finance who keeps it in trust to dispose of it in accordance with this Regulation. The guarantee bond provided for in subparagraph *c* of the first paragraph is kept by the Régie de l'assurance automobile du Québec.

26. The security must remain valid throughout the duration of the permit ; the amount thereof is determined by dividing the sum of the gross revenues of the programme costs for the preceding year by the number of instalments required by the school to pay for a programme.

For a new school, the amount of security is determined by dividing the sum of gross revenues of the programme costs estimated for the first year by the number of instalments required by the school to pay for a programme.

For the purposes of calculating the amount of security, the number of instalments must not exceed 10.

27. Security for a driving school is a guarantee to the pupils thereof that the sum they paid for any course or lesson included in the programme but not given by the school will be refunded.

Where the Régie receives the copy of a final judgement attesting that a pupil has not received the number of courses or lessons on the programme after paying for them, it must :

(a) if security was provided by means of a guarantee bond, inform the surety by sending him a copy of the judgement with instructions to pay the capital, interest and taxed costs up to the amount of the security ;

(b) if security was provided in cash or by means of a certified cheque, postal money order, bank money order or an order to pay drawn on a savings and credit union, request the Minister of Finance to send him the sum necessary to pay the capital, interests and taxed costs of the judgement up to the amount of the security ;

(c) for security provided by means of a bond, request the Minister of Finance to cash the bond and to send him, out of the proceeds, the sum necessary to pay for the capital, interest and taxed costs of the judgement up to the amount of the security.

The surety bond is in forfeit for the sum necessary to pay the capital, interest and taxed costs of the judgement and, unless it is completed to comply with section 26, the Régie will withdraw the permit.

If the amount of the security is less than the total amount of the claims, the security is allotted in proportion to the respective debts.

28. Where a school permanently ceases its operations, the security is withheld until all refunds owing to students, where applicable, have not been paid.

If a pupil has not received from the school the amount to which he may be entitled, the amount is refunded in accordance with section 27 out of the security that remains in force. The Minister of Finance remits to the school the balance of the security, where applicable, one year after the school closes.

DIVISION V INSTRUCTORS AND MONITORS

29. No person shall utilize, for either direct or indirect payment, the services of any person as monitor or instructor, or for like purpose, if said person who would provide such services does not hold the required permit stipulated in this Regulation and if he is not employed by a driving school and subject to the supervision, authority and responsibility of such a school.

30. No person may teach the driving of motor vehicles for payment, nor give lessons as an instructor or monitor in a driving school, if he is not the holder of the required permit issued by the Régie.

The certificate ascertaining the monitor's or instructor's permit must contain :

- (a) the mention "monitor" or "instructor" ;
- (b) the permit number ;
- (c) the holder's driver's permit number and class and, where applicable, the restrictions ;
- (d) the print of the holder's colour photograph for the current year, taken by an agent of the Régie ; and

- (e) the date of the permit's issuance and expiry.

31. Any person who wishes to obtain an instructor's permit or a monitor's permit shall make application in writing to the Régie.

32. (1) Any person who wishes to obtain a monitor's permit must :

- (a) be at least 21 years of age ;
- (b) furnish a certificate of morality and good conduct ;
- (c) be the holder of a Grade XI school certificate or the equivalent ;
- (d) have held a Québec driver's permit of the appropriate class for at least 3 years ;
- (e) not have been found guilty of, nor otherwise be acknowledged to have committed more than 2 offences to the laws or regulations respecting traffic in the preceding year ;
- (f) not have had his driver's permit suspended in the 12 months preceding his application, pursuant to Regulation respecting the demerit point system (c. I-5, r.1) or section 22 of the Highway Victims Indemnity Act (R.S.Q., c. I-5) ;
- (g) furnish 2 letters of reference ;
- (h) furnish a certificate proving that he has followed a monitor's course of a minimum duration of 80 hours ; such a course shall require the Régie acceptance ;
- (i) pass the examinations prepared by the Régie ;
- (j) furnish a medical certificate certifying that he has no physical handicap likely to prevent him from complying with this Regulation.

(2) Every holder of a motorcycle monitor's certificate issued by the Canada Safety Council is deemed to have met the requirements of this section, with the exception of paragraph *f* of subsection 1, subject to a verification by the Régie of his knowledge and skill.

33. Every candidate for an instructor's permit must, in addition to the requirements set forth in paragraphs *b*, *d*, *e*, *f*, *g* and *j* of subsection 1 of section 32 :

- (a) be the holder of a monitor's permit ;
- (b) have acted as a monitor in a driving school for at least 2 000 hours ;

- (c) produce a certificate attesting that he has followed an instructor's training course ;

- (d) pass the qualifying examinations of the Régie.

34. Each candidate for the examination of monitor in the driving of motor vehicles shall pay in advance the sum of 10 \$ to cover examination costs.

35. Each candidate for the examination of instructor in the driving of motor vehicles shall pay in advance the sum of 20 \$ to cover examination costs.

36. Under no circumstances shall the examination fees for instructor or monitor be reimbursable.

37. The cost of a permit of an instructor or a monitor shall be 10 \$ payable at the time of its obtainment or upon renewal.

38. The permit of an instructor or a monitor shall expire on 30 June of each year.

39. Any monitor or instructor who has not renewed his permit or who has not taught for a consecutive 2 year period shall require to pass new qualification examinations prepared by the Régie.

40. The Régie may issue to a monitor who is following an instructor's training course, a temporary permit that authorizes him to teach courses in driving theory.

The Régie may also issue to any candidate for a monitor's permit who has passed the course prescribed in paragraph *h* of subsection 1 of section 32, a provisional monitor's permit for the duration and the cost prescribed in section 41, authorizing him to give practical lessons at the wheel.

41. The cost of a provisional instructor's permit shall be 10 \$ and the maximum duration of the permit shall be 3 months.

42. The provisional instructor's permit shall not be renewable.

DIVISION VI **PRESCRIBED DOCUMENT FOR ENROLMENT,** **FILES, REGISTERS AND CERTIFICATES**

43. A contract of sale for a course shall be completed for each student registered for a driving course in accordance with the form in Schedule B.

A copy of such form is returned to the pupil upon the signing of a sales contract.

44. An operator must send to the Régie, within 30 days following the end of a course, a list of the students registered and the number of the sales contract reached between the student and the driving school.

45. A file kept according to the form prescribed in Schedule C must be completed by the school for each student registered in a course.

46. A copy of this file, duly completed, shall be given to the pupil at the end of the course.

A copy of the file must be given to the Régie at least 30 days after the course terminates.

47. A student who takes a driving permit test, gives to the examiner, for consultation purposes, a copy of the file bearing his signature and certifying that he has followed all the courses indicated therein.

48. The operator of a driving school must keep a register up to date in which shall be recorded the name of each pupil, his address, date of birth and the contract for sale of course number. The said register must be kept in a booklet or book with non detachable pages.

49. A driving school may issue one certificate only in its own name, on which no mention of any kind shall be made which might tend to mislead that it has been issued by the Régie, by the Minister or the Ministère des Transports du Québec.

DIVISION VII PUBLICITY

50. In the text of any publicity or advertising matter, it shall be forbidden :

(a) to promise or to let it be understood that the pupil who takes a course shall be assured of obtaining a driving permit ;

(b) to promise free lessons, prizes, or rewards of any kind whatsoever to those who take a course ;

(c) to make any statement which may tend to discredit one or more driving schools ;

(d) to make untrue statements ;

(e) to mention any course not shown on the permit held by the school ;

(f) to quote letters of recommendation or of appreciation.

DIVISION VIII FINAL PROVISIONS

51. All permits issued under this Regulation shall remain the property of the Minister of Transport of Québec.

52. Any permit shall lapse and cease to have effect immediately one of the conditions necessary for its obtainment shall no longer be met, or if its holder shall neglect or refuse to comply with any request issued by the Régie under this Regulation.

53. The regulations of the Régie referred to in sections 18, 19 and 21 shall come into force upon the day of their publication in the *Gazette officielle du Québec*.

54. The Régie may reject any official name of a driving school if, in his opinion, such a name may cause confusion in the mind of the public. Two or more schools may have the same name if the same person is the operator of each.

55. A permit shall be the property of the person whose name appears thereon and may not be transferred without the prior consent of the Régie, and only upon the purchaser complying with the conditions required for its obtainment ; moreover, any sale or merger of a driving school, any transaction or contract of a kind which would bring about a change in the control or administration of a driving school, shall be subject to the same prior consent and subject to the observance of these same conditions.

56. The Régie, his officials and all persons designated by it, may, upon any day that is not a holiday :

(a) visit any premises used by a driving school ;

(b) examine the registers, files and contracts respecting the activities of the school ;

(c) obtain a copy of any document respecting the operation of the driving school ;

(d) attend any driving course.

SCHEDULE A (s. 25)

SECURITY OF A DRIVING SCHOOL OPERATOR BY GUARANTEE BONDS

We,
(name of driving school)

.....
(address of driving school)

Security No. :

Amount :

hereinafter called the Operator, and

.....
(name and address of Surety)

hereinafter called the Surety, duly authorized to stand security in this province, are jointly bound to the Minister of Finance of Québec for an amount not exceeding legal tender of Canada, that will be paid to the Minister as soon as required by the latter ; and we, the Operator and the Surety, bind ourselves, as well as our respective heirs, executors, successors and dependents.

Signed and sealed this day of .. 19...

WHEREAS the Operator has applied to the Régie de l'assurance automobile du Québec to obtain a driving school permit that, when issued, will allow it to teach the driving of motor vehicles in accordance with the conditions prescribed in the Regulation respecting driving schools (R.R.Q., c. C-24, r.13),

from 19...

to 19...

WHEREAS this surety bond guarantees to a pupil taking a driving course that he will be reimbursed for any driving course or lesson he has paid for but not been given, in accordance with section 27 of the Regulation respecting driving schools.

WHEREAS this surety bond must also guarantee that the pupil will be refunded for the amount owing to him where the Operator permanently ceases its operations either voluntarily, or subsequent to a suspension, cancellation or revocation of its driving school permit by the Régie, in accordance with section 28 of the Regulation respecting driving schools.

IT IS UNDERSTOOD AND AGREED that this surety bond expires on nineteen hundred, but may be renewed from year to year at the wish of the Surety, and as stated in a renewal certificates.

The surety bond is valid on the following conditions :

1. Any liability of the Surety ceases with the expiry of the permit, its cancellation, revocation or suspension by the Régie de l'assurance automobile du Québec, but the Operator and the Surety remain liable thereafter for all sums payable pursuant to sections 27 and 28 of the Regulation respecting driving schools, from the date on which this bond comes into force to the date on which the permit expires or is cancelled, revoked or suspended.
2. The Surety renounces the benefit of the plea of preliminary proceedings.
3. The liability of the Surety under this surety bond or any renewal thereof is limited to the amount indicated above or to any other amount substituted therefor by an additional clause or a renewal certificate.

4. In spite of expiry of this surety bond, the Surety remains bound to any claim or civil action resulting therefrom, provided it is taken within a year after the date on which the surety bond terminates.

5. The Surety may cancel this surety bond at any time provided he sends 90 days' notice in writing to the Régie, but the Surety remains liable for any refund owing to the pupils upon the expiry of the period for giving notice.

IN WITNESS THEREOF, the Operator has signed this document and has sealed it with its corporate seal duly witnessed by signature of its accredited officers on the day and in the year indicated above.

.....
Witness

.....
Operator

.....
Surety

SCHEDULE B
(s. 43)



Gouvernement du Québec
Ministère de l'Éducation
Service général de l'enseignement privé



Gouvernement du Québec
Ministère des Transports
Service de l'éducation routière

CONTRACT OF SALE FOR COURSE

Name and address of organization

Permit No. 1 D.E.Q.	2 D.T.Q.
Wording 1 — self-improvement <input type="checkbox"/> of 2 — vocational education <input type="checkbox"/> permits 3 — self-improvement <input type="checkbox"/>	1 — basic education <input type="checkbox"/> 2 — vocational education <input type="checkbox"/> 3 — self-improvement <input type="checkbox"/>

COURSE OFFERED

BASIC DRIVER EDUCATION

Private vehicles ☐ Motorcycles ☐ Others ☐ specify _____

VOCATIONAL DRIVER EDUCATION (private vehicles)			
Instructor	<input type="checkbox"/>	class _____	Combination of heavy vehicles weighing more than 24 000 lbs <input type="checkbox"/>
Monitor	<input type="checkbox"/>	class _____	Heavy vehicle weighing less than 24 000 lbs <input type="checkbox"/>
Lecturer	<input type="checkbox"/>	class _____	Buses <input type="checkbox"/>
Others, specify _____			

SELF-IMPROVEMENT DRIVER EDUCATION IN ROAD TRANSPORT			
snowmobile educational clinic	<input type="checkbox"/>	clinic in farm safety	<input type="checkbox"/>
transport of pupils clinic	<input type="checkbox"/>	safe driving clinic	<input type="checkbox"/>
others, specify			

Theoretical aspect: number of 50-minute periods	Practical aspect: number of 60-minute lessons
---	---

Name and address of student				
Learner's or other permit N	Class	Date of birth	Social N Insurance	File N

COSTS		TERMS AND CONDITIONS OF PAYMENT	
Registration for course	\$ _____	1st instalment on	_____
Handbooks	\$ _____	balance to be paid in _____ instalment(s) to be paid	
Material	\$ _____	on	_____
Other	\$ _____		
Total costs	\$ _____		

Date of commencement of course	Date of completion of course
--------------------------------	------------------------------

School eligibility requirements

Particular rules of school

This document may not be transferred or sold; the payment of courses not yet followed shall not be made by promissory note. Every person who undertakes to follow courses in an institution may free himself from his engagement in giving notice by registered or certified letter within 10 clear days of the date of his engagement provided he has not actually started to follow such courses within this 10-day period.

enrollment period provided he has not actually started to follow such courses within this 10-day period. A student who has only followed part of a course in an institution is obliged to pay only for the lessons actually given in proportion to the price agreed upon for the entire course. In such case, the institution may require an indemnity not exceeding 1/5 of the price agreed upon for the entire course, provided, however, that in no case shall the overall amount paid exceed the total price agreed upon for such course.

Where no lesson has actually been given, the institution may only demand an indemnity which shall not exceed 1/10 of the total price upon for such course.

To ensure the student's protection, the institution undertakes to neither transfer nor sell this contract.

I, the undersigned, wish to follow the course indicated above, under the conditions stipulated, and after having taken due cognizance of this contract.

Made and signed at _____ on _____ Signature of student _____

School's authorized signature _____ Signature of father, mother or tutor where the student is under 18 years of age _____

SCHEDULE C
(s. 45)



Gouvernement du Québec
Ministère des Transports
Service de l'éducation routière

STUDENT'S FILE

Nº

STUDENT				DRIVING COURSE		
Name		Given name		Name of school		Permit No.
Social Insurance No.	Learner-driver's permit or other	Class	Date of birth	Classroom	Address	
No.	St.	Apt.				No. of Contract
Locality		County	Postal Code	Date of course beginning	End	Total Cost \$

PERSONAL DRIVING EDUCATION

Private Vehicles ☐ Motorcycles ☐ Other ☐ Specify _____

PROFESSIONAL DRIVING EDUCATION (Road Vehicles)			
Instructor	<input type="checkbox"/>	class _____	Combination of heavy vehicles over 24 000 lb <input type="checkbox"/>
Monitor	<input type="checkbox"/>	class _____	Heavy vehicle under 24 000 lb <input type="checkbox"/>
Organizer	<input type="checkbox"/>	class _____	Autobus <input type="checkbox"/>
If others, specify _____			

DRIVING CLINICS	
Clinic on snowmobiles <input type="checkbox"/>	Clinic on agricultural safety <input type="checkbox"/>
Clinic on the transport of pupils <input type="checkbox"/>	Clinic on preventive driving <input type="checkbox"/>
If others, specify _____	

COURSE				
	No. of 50 min. periods	additional periods	No. of 50 min. periods	additional periods
Theoretical Aspect	Introduction _____	_____	Law _____	_____
	Driver _____	_____	Vehicle _____	_____
	Driving _____	_____	Other _____	_____
	If others, specify _____			
Practical Aspect	Type of vehicle	Private <input type="checkbox"/>	Motorcycle <input type="checkbox"/>	Other <input type="checkbox"/>
	Transmission	Automatic <input type="checkbox"/>	Manual <input type="checkbox"/>	
No. of 50 min. lessons ▶		No. of complementary lessons ▶		

[illegible]

MARK			
Theory	%	Practice	%
Average			

Student's signature _____

Date _____

Signature of person responsible

TO BE RETURNED BY STUDENT TO THE RÉGIE

O.C. 1563-71, (1971) 103 O.G., 3894
O.C. 873-77, (1977) 109 O.G.II, 1511
O.C. 3071-77, (1977) 109 O.G.II, 5705
O.C. 1559-78, (1978) 110 G.O., 4971

O.C. 1661-79, (1979) 111 G.O., 6417
O.C. 1985-80, (1980) 112 G.O.II, 2961



c. C-24, r.14

Reciprocity agreement between Québec and New Brunswick concerning motor vehicle registration

Highway Code
(R.S.Q., c. C-24)

Pursuant to, and in conformity with, the laws of the Province of New Brunswick and the Province of Québec, acting by and through their officials lawfully authorized to execute this agreement, do mutually agree, as follows :

It is hereby agreed that any vehicle legally registered in the Province of New Brunswick or the Province of Québec may be operated within the reciprocating Province without registering such vehicle in, or paying any fee to, the reciprocating Province, except as otherwise herein provided.

All understandings and agreements, oral or written heretofore had or entered into between the parties, the effect of which was to grant reciprocity with respect to motor vehicles, are hereby mutually rescinded.

This agreement shall apply to vehicles properly registered and licensed in the Province of residence of the owner, or lessee, which vehicles operate exclusively on an interprovincial basis, as defined herein.

This agreement shall not affect any reciprocal agreement which either of the Provinces which are parties to this agreement may have or enter into with any other Province.

For the purpose of this agreement "Interprovincial movement" shall mean commerce between Provinces or transportation which originates in one Province and passes into or through other Provinces for delivery in a Province other than the Province of origin. "Intraprovincial movement" shall mean commerce within the Province or transportation which originates within a Province for delivery in the same Province regardless of route traversed.

This agreement shall apply to for hire carriers but not to motor fuel tax laws of either Province, or to fees imposed by the regulatory commissions of either Province which cannot be waived and which are not, therefore, subject to reciprocity.

Nothing contained in this agreement shall be construed as relief from compliance with the insurance requirements or other fillings required by the regulatory commissions of

either Province, nor shall this agreement waive compliance with police measures such as weight and size requirements of vehicles imposed by the laws of either Province. This agreement in no way affects compliance with the laws of the road in effect in either Province.

"Properly registered" as applied to place of registration means :

(1) The jurisdiction where the person registering the vehicle has his residence, or

(2) In the case of a leased vehicle the jurisdiction in which it is registered if the enterprise in which such vehicle is used has a place of business therein, and, if the vehicle is most frequently dispatched, garaged, serviced, maintained, operated or otherwise controlled in or from such place of business, and the owner has assigned or leased the vehicle to such place of business.

It is agreed and understood that each of the parties to this agreement shall retain the right to require the display of a permit, sticker, or other suitable means of identification as provided or deemed necessary by either Province.

Any violation of the provisions of this agreement shall result in the immediate cancellation of reciprocal privileges. Each Province entering this agreement may act unilaterally in denying reciprocal privileges to any particular non-resident.

This agreement shall continue in full force and effect from the effective date herein enumerated and shall be terminated only upon thirty days written notice.

Entered into this 20th day of January 1971.

PROVINCE OF NEW
BRUNSWICK

By
Provincial Secretary

PROVINCE OF QUÉBEC

By
Minister of Transport

Agreement of 20.01.71



c. C-24, r.15

Regulation respecting chemical fire extinguishers in autobuses

Highway Code
(R.S.Q., c. C-24)

1. The following models of chemical fire extinguishers shall be approved :

(a) extinguishers of a classification not inferior to 4B, C, (classification recognized by the Underwriters' Laboratories of Canada), if the autobus which is to be equipped with a fire-extinguisher has a capacity of at least 12 seated passengers ;

(b) extinguishers of a classification not inferior to $\frac{1}{2}$ B, C, (classification recognized by the Underwriters' Laboratories of Canada) if the autobus which is to be equipped with a fire-extinguisher has a capacity of not more than 12 seated passengers.

2. Carbon tetrachloride must not, at any time, be used in the apparatus dealt with in this Regulation.



c. C-24, r.16

Regulation respecting motor vehicle registration

Highway Code
(R.S.Q., c. C-24, s. 109)

CHAPTER I GENERAL PROVISIONS

DIVISION I DEFINITIONS

1. In this Regulation, unless the context or a particular provision indicates otherwise, the following words and expressions mean :

- (a) “courtesy vehicle” : a leased pleasure vehicle placed at the disposal of a long-term lessee, by a long-term lessor, for a period of not more than 10 days, in replacement of a leased pleasure vehicle immobilized for repairs ;
- (b) “ambulance” : a motor vehicle as defined in the Public Health Protection Act (R.S.Q., c. P-35) and the regulations thereunder ;
- (c) “school bus” : a bus, as defined in section 1 of the Regulation respecting the transport of pupils (c. T-12, r. 19), operated to transport school children by contract with a school board under sections 195 and 431 of the Education Act (R.S.Q., c. I-14) ;
- (d) “private bus” : a motor vehicle equipped to transport, without remuneration, at least 8 persons at a time ;
- (e) “Commission” : the Commission des transports du Québec ;
- (f) “duplicate” : a copy of a registration certificate produced manually, mechanically or in metal form in conformity with the standard BNQ 5516-750 (25-8-1975) and certified by the Régie de l’assurance automobile du Québec by means of a stamp. In the latter instance, the duplicate may only be used for identification purposes ;
- (g) “detachable axle” : a supplementary axle or combination of axles in addition to the axles already fixed to a truck, trailer or semi-trailer, or whose purpose is to temporarily convert to a motor vehicle an object which is not essentially a motor vehicle ;
- (h) “large private trailer” : a trailer or semi-trailer greater than 2,60 metres in width and not used for commercial or industrial purposes ;
- (i) “motor home” : a motor vehicle converted into a permanent dwelling ;
- (j) “net mass” : for purposes of registration of a motor vehicle, the mass of a vehicle with all its accessories, including a full fuel tank ;
- (k) “trailer” : a motorless vehicle with space for loads and which carries loads independently when drawn by a motor vehicle ;
- (l) “farm trailer” : trailer, semi-trailer, commercial trailer and detachable axle, belonging to a farmer, and used for agricultural purposes only ;
- (m) “commercial trailer” : a trailer or semi-trailer equipped with a space for loads and serving to carry equipment or machinery which is a permanent part thereof and employed to dispose of the said loads ;
- (n) “tool trailer” : a trailer or semi-trailer carrying only the equipment, machinery and furnishings which are a permanent part thereof ;
- (o) “semi-trailer” : a motorless vehicle with space for loads and which carries loads together with the motor vehicle when drawn by the latter ;
- (p) “school vehicle” : every motor vehicle, except school buses, which may be used either occasionally or on a full-time basis to carry school children, operated under a contract with a school board under sections 195 and 431 of the Education Act and registered in accordance with section 13 ;
- (q) “private transport vehicle” : a commercial vehicle as defined in subsection 6 of section 1 of the Highway Code (R.S.Q., c. C-24) ;
- (r) “public transport vehicle” : a delivery car as defined in subsection 9 of section 1 of the Highway Code ;

(s) “equipment vehicle” : a motor vehicle equipped with space for loads and serving to carry equipment or machinery which is a permanent part thereof and used to dispose of the said loads ;

(t) “tool vehicle” : a self-propelled motor vehicle other than a service vehicle, having no load space designed essentially to perform work by itself and equipped permanently with machinery for that purpose ;

(u) “farm tractor” : an agricultural tractor equipped with tires and belonging, as the long-term owner or lessee, to a farmer, and employed usually for agricultural purposes ;

(v) “certificate or registration certificate” : a certificate or a certificate and a stamp issued by the Régie in order to establish the registration of a motor vehicle ;

(w) “marker or registration marker” : a marker or a marker and a label issued by the Régie for the purposes of identifying the owner of a motor vehicle.

DIVISION II REGISTRATION RULES

2. The Régie must establish and enforce an administrative system of registration for every motor vehicle pursuant to this Regulation and the Highway Code, and in particular section 7 of the said Code.

3. (1) Every motor vehicle must be registered in accordance with the Highway Code, subject to section 10 of the Act respecting the Ministère des Transports (R.S.Q., c. M-28) and subject to any contrary or inconsistent provision of this Regulation.

(2) The acquirer of a motor vehicle must request such registration from the Régie immediately after acquiring such vehicle, and provided that all other conditions rendering this registration compulsory have been met. Every fee payable for such purpose shall be paid by the acquirer in accordance with this Regulation and the total registration fee demanded must be rounded to the closest dollar in the following manner : if the dollar fraction is 0,50 \$ or more, to the higher dollar ; if the dollar fraction is 0,49 \$ or less, to the lower dollar.

With respect to the renewal of the registration of fleets of motor vehicles, the payment of registration fees may be made at the Régie, by postdated checks ; however, the date which appears on the checks must not exceed the one provided for the end of the period for the renewal of registration.

(3) Where a motor vehicle is rented for 12 or more consecutive months from a holder of a permit issued by the Commission for such purpose, the lessee of such vehicle is deemed to have acquired it within the meaning of subsection 2 and for the purposes of this section only.

In such case, the names of the owner and long-term lessee must appear on the registration certificate.

(4) Unless there be a provision to the contrary in this Regulation or in a regulation made under the Transport Act (R.S.Q., c. T-12), such registration shall be renewed every year before 1 April.

However, in order to establish tariffs for registration fees, the required fees shall be computed from 1 March to the last day of February of the following year.

4. The Régie shall issue, upon registration of a motor vehicle, a registration certificate and a registration marker or only a certificate.

5. The registration certificate issued by the Régie must include at least the following information :

- (a) its date of issue and expiry date ;
- (b) the number of the registration marker issued ;
- (c) the surname and usual given name of the holder or, in the case of a corporation or partnership, the firm name ;
- (d) the holder's address, which is his principal residence for a natural person and, its place of business for an artificial person ;
- (e) a space reserved for the holder's signature ;
- (f) the characteristics of the motor vehicle such as the mark, model, cylinder, year of manufacturing, serial number, mass and category, if applicable ;
- (g) a space reserved for affixing a stamp ; and
- (h) the signature of a person authorized to bind the Régie.

6. No registration certificate is valid unless signed by the holder in the space reserve for such purpose.

7. (1) Unless there be a provision to the contrary in this Regulation, the holder of a registration marker may

not transfer such marker to a person in a manner other than that prescribed in section 11 of the Highway Code. He may however obtain, upon cancellation of a registration marker or upon an exchange of motor vehicles, a credit note authorizing him :

(a) to request a reimbursement of the fees already paid on a *pro rata* basis for the months to run or to apply such amount for the transaction of a registration ; or

(b) to apply the fees already paid for the registration of another vehicle during the same registration year, while taking into account the value in exchange indicated in the credit note.

(2) Where a person puts up a motor vehicle, such person must go to the Régie with his marker and registration certificate, for affixing, upon payment of a 3 \$ fee, of a label or a stamp attesting that the vehicle has been put up. When the putting up terminates, the amount of 3 \$ must be collected again.

However, with regard to vehicles contemplated in subparagraphs *a* and *b* of the first paragraph of section 31, the label and stamp are affixed free of charge.

(3) Pursuant to this section, no reimbursement of 2 \$ or less shall be granted by the Régie.

(4) The registration certificate to which a stamp has been affixed shall certify the ownership of the motor vehicle for which it was issued and shall attest the registration already granted for the current year. The label and stamp mentioned in subsection 2 shall not at any time authorize the owner of the motor vehicle to travel on public thoroughfares with that vehicle.

8. Unless there be a provision to the contrary in this Regulation, the registration of a motor vehicle made between 1 January and 31 December shall expire on 31 March of the following year unless such registration has expired before the end of the term.

9. No registration marker issued by the Régie may be affixed to a motor vehicle before the date fixed each year by the Régie.

10. Every new resident of Québec must register his motor vehicle within 10 days of establishing himself therein, by returning to the Régie the registration marker and certificate of the place where the vehicle was previously registered.

11. Every foreign student studying in a teaching institution in Québec shall be exempt from registering a motor vehicle purchased and duly registered outside Québec for

the period of his enrolment in such institution, provided that the reciprocal privilege is granted to a Québec student in a Canadian province or in the foreign state or country where the said student is domiciled.

12. The Régie may refuse the registration of a motor vehicle if the applicant therefor is unable to prove that he is the owner of the vehicle and that such vehicle is in conformity with the construction standards set forth in any pertinent regulation approved by the Government.

DIVISION III TARIFF OF REGISTRATION FEES

§1. General registration

13. Unless provided for otherwise, the annual fee required for the registration of a motor vehicle is fixed as follows :

(a) for every motor vehicle listed below :

- i. a pleasure vehicle belonging, as the long-term owner or lessee, to a member of the consular corps,
- ii. a school vehicle,
- iii. a motor vehicle used by a driving school the operator of which holds a valid permit issued by the Régie, with the exception of a trailer, semi-trailer, detachable axle and the vehicles covered in section 15,
- iv. a pleasure vehicle belonging, as the long-term owner or lessee, to a holder of a ham radio license,
- v. a leased pleasure vehicle and a courtesy vehicle,
- vi. an ambulance or a hearse,
- vii. a taxi, as the long-term owner or lessee, owned by the holder of a taxi-owner's permit issued by the Commission,
- viii. a pleasure vehicle,

1 \$ per 45 kilograms or fraction of 45 kilograms from 1 to 1 350 kilograms ; plus

2 \$ per 45 kilograms or fraction of 45 kilograms from 1 351 to 1 800 kilograms ; plus

3 \$ per 45 kilograms or fraction of an additional 45 kilograms from 1 801 kilograms and over, with a minimum fee of 20 \$;

(b) for every trailer, semi-trailer and detachable axle, including those for rental, delivery, commercial or private use : 20 \$, except for a tool trailer, a farm trailer, a large private trailer and small private trailer or semi-trailer of a mass of 500 kilograms or less ;

(c) for every tool trailer : 20 \$ for those of a mass of 2 300 kilograms or less and 100 \$ for those of a mass of 2 301 kilograms and over ;

(d) for every tool vehicle : 50 \$ for those of a mass of 2 300 kilograms or less, 100 \$ for those of a mass of 2 301 kilograms to 6 850 kilograms and 200 \$ for those of a mass of 6 851 kilograms and over ;

(e) for every small private trailer or semi-trailer of a mass of 500 kilograms or less : 10 \$;

(f) for every tool vehicle used exclusively for snow removal purposes as well as every vehicle used exclusively for snow removal operations, on the condition that this vehicle be equipped with a fixed-box for spreading, ice-melting or anti-skid agents : 25 \$ for those of a mass of 2 300 kilograms or less, 50 \$ for those of a mass of 2 301 kilograms to 6 850 kilograms and 100 \$ for those of a mass of 6 851 kilograms and over.

14. The fee payable for the registration of a snow-blower whose mass exceeds 900 kilograms is fixed at 20 \$.

15. Unless there be a provision to the contrary in this Regulation, the fee payable for the registration of a motor vehicle used solely on a private terrain or road and not intended for travel on public highways is 20 \$, with the exception of public vehicles which must be registered according to the rates in force in this Regulation.

16. The fee payable for the registration of a snowmobile used for transport purposes only, is 20 \$.

17. The fee payable for the registration of a snowmobile within the meaning of the Regulation respecting snowmobiles (c. C-24, r. 21), is 10 \$.

18. Unless there be a provision to the contrary in this Regulation, at the time of the renewal of a motor vehicle registration the sum of 3 \$ must be collected in addition to registration fees, except for vehicles referred to in sections 31, 33 and 34. However, with respect to a farm trailer of less than 2 300 kilograms, such 3 \$ fee shall be collected.

However, in the case of the issuance, for a pleasure vehicle, of a registration marker with the prefix VE-2, in addition to registration fees the Régie must collect the sum of 5 \$ for the marker. Moreover, a request for such marker must be submitted to the Régie before 1 September of each year of issuance.

19. Unless provided for otherwise in this Regulation, the owner of any motor vehicle who registers or renews the registration of his vehicle on or after 1 September of a registration year, shall only pay one-half of the fees for that registration year, or one-half of the fees in excess at the time of an exchange of vehicles or when a notice of cancellation issued under section 7 is presented.

20. A person who acquires a motor vehicle registered other than on a per 45 kilogram or per 450 kilogram basis and the owner of any vehicle whose renewal date is other than 31 March, shall not enjoy the privilege granted under section 19, with the exception of the owner of a motor vehicle contemplated in paragraphs c and d of section 13.

§2. Registration and public highways

21. Subject to section 10 of the Act respecting the Ministère des Transports (R.S.Q., c. M-28), every motor vehicle, to operate on a public highway, must be registered in accordance with the Highway Code, this Regulation or any other transport regulation made by the Government.

§3. Motorcycles and mopeds

22. The registration fee for a moped is 10 \$.

23. The registration fee of a motorcycle contemplated in section 13 of the Highway Code and of every other motorized 2-wheeled vehicle contemplated in section 14.1 of the Highway Code is 20 \$.

§4. Registration of certain vehicles for lease

24. For purposes of this Subdivision, a “small trailer or semi-trailer for short-term lease” is a trailer or semi-trailer whose mass when unloaded does not exceed 900 kilograms and which is leased for a period not exceeding 12 months.

25. Subject to section 28, the registration fee for every small trailer or semi-trailer for short-term lease possessed in Québec for lease therein is 20 \$.

26. A small trailer or semi-trailer for short-term lease owned by a person not holding a permit from the Commission for such purpose, shall be exempt from registration if the leasing contract for such trailer or semi-trailer be concluded outside Québec and if the trailer or semi-trailer is in the possession of the lessee.

27. In the case mentioned in section 26, the lessee must be in possession of a contract indicating the place where such trailer was leased and the final destination point.

28. Where small trailers or semi-trailers for short-term lease are owned by a person who leases trailers or semi-trailers and holds a Québec permit therefor and that of another Canadian province, they must be registered in one lot in which the number of trailers or semi-trailers is equal to the average number established according to the maximum number of trailers or semi-trailers leased monthly in Québec, as attested in a solemn declaration of an authorized representative of such person and accompanied by certified statements.

29. To operate on public highways in Québec, the trailer or semi-trailer owned by a person who leases same, holds a permit therefor and who benefits from section 28, must bear a valid registration marker issued in Québec or another Canadian province.

30. The motor vehicles described hereunder, that are not possessed in Québec, are leased for less than 12 months and belong to a person who holds a rental permit in Québec and who practices a similar activity in another province or state, may be registered in accordance with sections 28 and 29 :

(a) a commercial vehicle, whose gross vehicle mass is less than 11 000 kilograms, exclusively assigned to the moving of personal movables, duly registered in another province or state and leased in Québec for a period that may extend up to 30 days, insofar as such vehicle, upon the expiry of the said period, has left the territory of Québec. In order to establish the fee required for the registration of that vehicle, the average gross vehicle mass retained shall be 7 200 kilograms ;

(b) a pleasure vehicle, duly registered in another province or state and leased in Québec for a period that may extend

up to 30 days, insofar as such vehicle, upon the expiry of the said period, has left the territory of Québec. In order to establish the fee required for the registration of that vehicle, the average gross vehicle mass retained shall be 1 400 kilograms.

§5. Registration for public services

31. Notwithstanding any provision to the contrary, no registration fee is required for the following motor vehicles which must bear the marker issued by the Régie :

(a) a motor vehicle belonging, as the long-term owner or lessee, to the Gouvernement du Québec or belonging, as the long-term owner or lessee, to a Crown corporation or company with rights in Québec enjoying the privileges and immunities of the Crown ;

(b) a motor vehicle belonging, as the long-term owner or lessee, to a foreign government insofar as such privilege is granted to the Gouvernement du Québec by such foreign government ;

(c) a motor vehicle used solely in terminals, ports and airports ;

(d) a farm trailer of a mass of 2 300 kilograms or less.

For the vehicles contemplated in subparagraphs c and d of the first paragraph, the registration marker which is affixed shall remain permanently, regardless of the current registration year, and for as long as the owner named on the certificate has not disposed of the vehicle by transfer or scrapping.

32. Notwithstanding any provision to the contrary, the fee required for registering any motor vehicle belonging, as the long-term owner or lessee, to the Federal Government is fixed according to the general registration rates provided for in this Regulation for each category of vehicle. However, the fee usually owing shall not be paid directly to the Régie at the time of registration but shall be paid instead by the Canadian Government to the Ministère des Finances du Québec. The motor vehicle contemplated in this section is duly registered if it bears the marker issued by the Régie.

33. The registration fee of a motor vehicle belonging, as the long-term owner or lessee, to a school board, a municipality or a public corporation whose board of directors, as regards the majority of its members, is composed of a board of elected municipal officers or whose budget must be, according to law, submitted to such a college, shall be

2 \$ including the cost of the marker, with the exception of the following motor vehicles :

- (a) a trailer, semi-trailer and detachable axle ;
- (b) a vehicle contemplated in section 15 ;
- (c) a vehicle contemplated in the second paragraph of section 54 ;
- (d) a school vehicle ;
- (e) a school bus ;
- (f) a public transport vehicle ;
- (g) an autobus effecting transportation for remuneration purposes.

34. With the exception of the vehicles contemplated in paragraphs a to g of section 33, the registration fee is fixed at 2 \$ including the cost of the marker for the following vehicles :

- (a) a motor vehicle belonging, as the long-term owner or lessee, to a public hospital centre ;
- (b) a motor vehicle belonging, as the owner or long-term lessee, to an institution exclusively devoted to charitable works, and constituted as a non-profit-making corporate body and which is recognized as such under the law or a regulation ;
- (c) a motor vehicle equipped for the transport of at least 6 persons at a time belonging, as the long-term owner or lessee, to a *fabrique* or a *syndic* of a parish provided that :
 - i. the *fabrique* or the *syndic* of a parish be recognized as such by the Ministère du Revenu for retail sales tax purposes ;
 - ii. the motor vehicle be used exclusively for the transport of the faithful to religious services ;
 - iii. that transportation be undertaken without any remuneration on the part of the faithful, either to the driver or to the owner of the said motor vehicle.

§6. Canadian and American Armed Forces

35. A motor vehicle operated and possessed in Québec by the Canadian Armed Forces is duly registered if it bears a registration marker issued by the Régie.

36. A motor vehicle not registered in Québec and possessed by a member of the Canadian Armed Forces stationed in Québec must be registered therein for the remainder of the registration year upon receipt of the markers and valid registration certificate issued at the

place where the vehicle was registered, and upon payment of a fee of 5 \$.

37. A motor vehicle not registered in Québec and possessed by a member of the American Armed Forces duly stationed in Québec may be registered therein if the length of his stay in Québec exceeds 3 months, upon receipt of the markers and the valid registration certificate issued by the state where such vehicle was registered, and upon payment of a fee of 5 \$.

38. Section 19 does not apply to sections 36 and 37. However, the renewal of the registration of a motor vehicle registered under sections 36 and 37 shall be renewed according to the conditions provided for in this Regulation.

§7. Miscellaneous

39. A private transport vehicle or a public transport vehicle already registered outside Québec and intended for operation in Québec in a contract exclusively in the execution of Québec, must be registered upon payment of the applicable fee in accordance with this Regulation.

40. The fee payable for obtaining a registration marker, if such marker is to be affixed to a pleasure vehicle belonging to a dealer or a manufacturer of motor vehicles and loaned within the framework of a social, cultural or sporting event, shall be 5 \$ per month or fraction of same.

41. For purposes of this Subdivision, the period during which the marker is used shall begin on the date of registration and shall terminate on the day when the marker is returned to the Régie.

§8. Registration of a vehicle used by representatives of foreign countries

42. The following motor vehicles shall be registered upon payment of a fee of 10 \$:

- (a) a pleasure vehicle used in Québec by a person who is not a Canadian citizen and whose sole post or office therein is that of trade representative or assistant trade representative, consul or vice-consul in the diplomatic service of a foreign country ;
- (b) a pleasure vehicle used in Québec by a person who is not a Canadian citizen and whose sole post or office therein is that of President of the International Civil Aviation Organization or a member of the secretariat of such body ;

(c) a pleasure vehicle used in Québec by a person who is not a Canadian citizen and whose sole post or office therein is that of representative or acting representative of a country that is a member of the International Civil Aviation Organization

§9. Provisions respecting farmers

43. The registration fee for every farm tractor is 10 \$.

44. The registration fee for every farm trailer, of a mass of 2 301 kilograms or over, is 20 \$.

45. Every farm tractor which does not operate on public highways and any other farm vehicle shall be exempt from registration.

46. The registration fee of a farm vehicle is fixed in the following manner :

1 to 2 250 kilograms : 20 \$ plus,

from 2 251 to 4 500 additional kilograms : 5 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 4 501 to 9 000 additional kilograms : 6 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 9 001 to 27 000 additional kilograms : 7 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 27 001 to 57 500 additional kilograms : 8 \$ per 450 kilograms or fraction of 450 kilograms.

Such fees shall be in relation to the gross vehicle mass applied for by the user, as established in section 59 without however exceeding the limits permitted by the Act and regulations for each category of vehicle.

Every owner of a motor vehicle contemplated in this section may benefit from the advantages of the monthly supplementary registration certificate as provided in section 63.

47. Every farm tractor may be registered permitting its use on public highways for purposes other than farm work upon payment of the fees as established in section 46.

§10. Provisions respecting certain localities

48. With the exception of the trailer, semi-trailer and detachable axle, public vehicles and vehicles whose owner is the holder of a permit of the Commission and the vehicles contemplated in sections 15, 52 and 54, the registration fee for the motor vehicles listed below possessed or operated in a locality not connected to the general road network in Québec is established in the following manner :

(a) a pleasure vehicle except a motorcycle : 10 \$;

(b) a commercial vehicle, motor home and tool trailer of 2 301 kilograms and over : 30 \$.

§11. Miscellaneous

49. The fee payable for the replacement of a registration marker which has been lost, stolen, damaged or otherwise rendered unuseable is 4 \$, except where otherwise prescribed in this Regulation or where the registration fee is less than or equal to such amount ; in such case, the cost of replacement shall be the same as that of registration.

50. However, the Régie may withdraw a registration marker issued by him and replace it by another free of charge.

51. Notwithstanding the registration fees provided for in this Regulation, at the time of the registration of a motor vehicle under section 11 of the Highway Code or at the time of the first registration of a vehicle or at the time of a change of category with respect to the registration marker, an additional fee of 5 \$, including the cost of the marker, must be collected, except for the registration of vehicles referred to in sections 31, 33 and 34.

The fee payable for obtaining a duplicate of the registration certificate or of the monthly supplementary certificate is 5 \$, with the exception of vehicles referred to in sections 31, 33 and 34.

However, with respect to a farm trailer having a mass of 2 300 kilograms or less, the fees provided for in the first and second paragraphs shall be collected.

DIVISION IV REGISTRATION OF CERTAIN MOTOR VEHICLES

52. Notwithstanding section 13, the registration of a motor vehicle that has been constructed individually by hobbyists or of a motor vehicle of a mass of 450 kilograms or less, except a moped, motorcycle, tool vehicle and every motorized 2-wheeled vehicle contemplated in section 14.1 of the Highway Code (R.S.Q., c. C-24) shall be made according to the following conditions :

(a) upon payment of a fee of 20 \$;

(b) that it be used in places other than on a public highway or within the limits provided for in section 53 ; and

(c) that it be recognized by the Régie as a motor vehicle subject to registration in accordance with the safety standards established by the Régie.

53. The operation of every vehicle contemplated in section 52 and in the first paragraph of section 54 is limited to public highways in zones where the maximum speed is not greater than 70 kilometres per hour, provided that such public highway is not an autoroute or a limited access highway. However, such vehicle may cross at right angles roads where the maximum speed is greater than 70 kilometres per hour other than autoroutes and limited access highways and such vehicles may be hauled on any public highway.

54. The Régie may register a motor vehicle whose year of manufacture dates back more than 25 years upon payment of a fee of 20 \$.

With the exception of a metallic tracked vehicle, the Régie may also register, upon payment of a fee of 20 \$, every motor vehicle solely called upon to cross at right angles public highways other than autoroutes or limited access highways.

55. The Régie may also, within the limits of section 53, establish the conditions for the operation, on public highways, of every motor vehicle registered under the first paragraph of section 54 and restrict the use thereof to particular places or specific routes.

DIVISION V **PLEASURE VEHICLES IDENTIFIED BY** **POSTERS**

56. (1) Every private transport vehicle whose gross vehicle mass exceeds 3 000 kilograms must be identified by putting the owner's name and occupation on the sides of the vehicle. The typeface of the letters and figures must be at least 5 centimetres in height.

The inscription of the name and occupation is not compulsory for a firm that shows a distinctive identity upon proof that the distinctive identity is registered under the Trade Marks Act (R.S.C., 1970, c. T-10) and for vehicles registered pursuant to sections 31, 32 and 33.

(2) Every pleasure vehicle specially identified by posters, signs or commercial lettering and that is actually used for carrying goods is, for registration purposes, considered to be a private transport vehicle if a Commission permit is not required for its operation, or to be a public transport

vehicle if such permit is required, and is subject to the registration fees provided for in such case.

CHAPTER II **REGISTRATION ACCORDING TO TOTAL** **LOADED MASS**

DIVISION I **TRANSPORT VEHICLE**

57. The registration fee for a public transport vehicle and for a private transport vehicle except an autobus, a service vehicle and any motor home, possessed, leased or operated by any person, shall be determined according to the gross vehicle mass of such vehicle as defined in subsection 16 of section 1 of the Highway Code.

58. When an owner requests the registration of a vehicle contemplated in section 57, he must indicate to the Régie the gross vehicle mass as defined in subsection 16 of section 1 of the Highway Code and that he wishes to establish for such vehicle provided that :

(a) such mass not exceed the limits in force as established by a regulation made by the Government ; and

(b) such mass be not less than the net mass of the vehicle, or combination of vehicles, plus 450 kilograms.

59. The motor vehicle contemplated in section 57 shall be registered according to the gross vehicle mass indicated on the registration application submitted by its owner.

60. The calculation of the minimum gross vehicle mass of a tractor is made by adding the net mass of the tractor to that of its unloaded trailer, semi-trailer or detachable axle that it is to haul, plus 450 kilograms.

61. The registration fee of a motor vehicle described in section 57 according to its gross vehicle mass is fixed in the following manner : for the 1980 registration year and following years :

1 to 2 250 kilograms : 50 \$ plus,

from 2 251 to 4 500 additional kilograms : 10 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 4 501 to 9 000 additional kilograms : 11,50 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 9 001 to 25 200 additional kilograms : 13 \$ per 450 kilograms or fraction of 450 kilograms plus,

from 25 201 to 57 500 additional kilograms : 16,50 \$ per 450 kilograms or fraction of 450 kilograms.

62. Every tractor registered by means of a registration marker contemplated in section 57 may haul, within Québec, any trailer, semi-trailer or detachable axle duly registered in Québec or in another province or state with which Québec has a reciprocity agreement in similar matters.

Where there is no reciprocity agreement, the trailer, semi-trailer or detachable axle may only be hauled in Québec if it is registered in accordance with this Regulation or if the tractor displays a registration marker with the prefix determined by the Régie and issued upon the payment of an annual fee of 200 \$.

However, a private or public transport enterprise may request that the marker prescribed in the second paragraph be replaced by a certificate issued by the Régie attesting that it has paid the aforementioned fee.

Such certificate is issued after the said enterprise has provided the Régie with an appraisal certified by one of its representatives showing the quantity of markers it should have obtained in order to comply with the second paragraph. The said quantity must not be less than the number of markers issued for the year 1978, unless the enterprise shows that it has changed its operations substantially.

Such certificate or a copy bearing the stamp of the enterprise must be in the possession of the person who drives the tractor.

DIVISION II

MONTHLY SUPPLEMENTARY CERTIFICATE

63. (1) Every owner of a motor vehicle registered according to the gross vehicle mass as appearing on the basic registration certificate issued in accordance with sections 46 and 61 may obtain at the beginning of the year or during the registration year of a monthly supplementary certificate in order to be allowed to transport heavier loads than those provided for on the basic certificate.

(2) The fee required for the monthly supplementary certificate is calculated on the basis of and in addition to the mass mentioned on the basic certificate by taking into account the total supplementary mass requested. Such fee is also calculated *pro rata* the total months of use anticipated of the monthly supplementary certificate.

(3) Such monthly supplementary certificate may be transferred under the same conditions as a registration certificate but the fee paid is never reimbursable.

(4) Such monthly supplementary certificate issued by the Régie must contain the items enumerated in section 5.

(5) The fee required for the monthly supplementary certificate shall be the following for the 1980 registration year and subsequent years : 1,50 \$ per month per 450 kilograms.

DIVISION III

BUSES

64. The registration fee for a bus engaged in transportation with or without remuneration and of a school bus shall be fixed according to its gross vehicle mass requested by the owner, insofar as such gross vehicle mass does not exceed the limits in force as established by regulation made by the Government.

65. With the exception of school buses, the Régie may issue a separate registration marker for every school bus engaged in transportation for a pecuniary consideration, where its course, at one point in the itinerary, exceeds 25 kilometres :

(a) the limits of the territory served by the transport commission or the municipal transport corporation under whose jurisdiction such bus is operated ; or

(b) the territorial limits of the municipality in which the point of departure of the itinerary is located where the bus is not operated under the jurisdiction of one of the bodies designated in paragraph a.

66. The gross vehicle mass of a bus engaged in transportation with or without remuneration is obtained by multiplying the number of seats by 60 kilograms and by adding the net mass of the vehicle ; the registration fee is fixed in the following manner :

10 \$ per 450 kilograms or fraction of 450 kilograms from 1 to 4 500 kilograms plus,

11 \$ per 450 kilograms or fraction of additional 450 kilograms from 4 501 to 9 000 kilograms plus,

12 \$ per 450 kilograms or fraction of additional 450 kilograms from 9 001 kilograms and over, with a minimum fee of 40 \$.

67. The buses registered outside Québec, used regularly and exclusively for the transportation of persons between Québec and another province or another country and

which belongs to a person who holds a permit to that effect in Québec, may be registered in a lot, the number of vehicles of which shall equal the average number established in accordance with the maximum monthly quantity of vehicles used in Québec, as attested to by a sworn declaration of an authorized representative of that person. The said lot must not be less than the number of vehicles registered in Québec for the 1978 year.

68. The gross vehicle mass of a school bus is the empty mass of the vehicle plus the average mass of a driver, that is, 70 kilograms, plus the average mass of a pupil, that is, 55 kilograms, multiplied by the number of seats fixed in the Regulation respecting the transport of pupils (c. T-12, r. 19); the registration fee is fixed in the following manner :

7 \$ per 450 kilograms or fraction of 450 kilograms from 1 to 4 500 kilograms plus,

8 \$ per 450 kilograms or fraction of additional 450 kilograms from 4 501 to 9 000 kilograms plus,

9 \$ per 450 kilograms or fraction of additional 450 kilograms from 9 001 kilograms and over, with a minimum fee of 30 \$.

CHAPTER III REGISTRATION BY DETACHABLE MARKERS

DIVISION I CATEGORIES AND CONDITIONS OF ISSUE

69. The Régie is authorized to issue to every carrier, upon request, a registration marker bearing the prefix established by the Régie, in the cases and according to the conditions mentioned in this Chapter.

70. (1) The Régie may issue, at an annual cost of 200 \$, the marker contemplated in section 69, to any public carrier holding a permit of the Commission for the purpose of affixing the said registration marker to any of the following vehicles or group of vehicles of which he is the owner :

(a) any trailer, semi-trailer or chassis of a trailer or semi-trailer, hauled on the territory of Québec and possessed for purposes of sale by dealers or manufacturers of such category of vehicles ;

(b) any commercial trailer or tool trailer, hauled on the territory of Québec and possessed for sales purposes by the dealers or manufacturers of such category of vehicle ;

(c) any large private trailer, hauled on the territory of Québec and possessed for sales purposes by the dealers or manufacturers of such category of vehicle ;

(d) any trailer, semi-trailer or detachable axle, registered in another province, state or country with which Québec does not have a reciprocity agreement, hauled on the territory of Québec by a carrier whose tractor is registered in a province, state or country with which Québec has a reciprocity agreement, who does not have ownership but who holds a permit of the Commission.

(2) The Régie may issue, at a yearly cost of 200 \$, the marker contemplated in section 69 to any carrier, whether or not he holds a permit of the Commission for the purposes of affixing such marker at the front of the first vehicle carrying out the transport by the saddle mount method or in front of the vehicle transported by the drive-away method. The vehicles transported in this way must not bear any load other than vehicles of the same category.

71. According to the prescribed conditions, the holder of a registration marker contemplated in section 69 may affix such marker to several separate motor vehicles successively.

72. The holder of a registration marker contemplated in section 69 may not transfer such marker to another person, nor seek reimbursement of the annual fee paid for its issue, nor obtain a replacement therefor.

Notwithstanding the fee provided for, from 1 September of each year, the carrier contemplated in this Chapter shall only pay one-half of the fee for such registration year.

73. Notwithstanding section 72, the Régie may issue a registration marker contemplated in section 69 in replacement of a marker of the same category returned to him in a damaged state.

74. The registration marker contemplated in section 69, unless there be a specific provision to the contrary, may be affixed to the tractor instead of to the trailer when the latter is hauled on a public highway in Québec.

DIVISION II MISCELLANEOUS

75. None of the registration fees contemplated in this Chapter include the pertinent fees which the Commission may fix in such cases.

76. Where the conditions provided for in this Chapter are no longer respected during the registration year, or where a registration marker contemplated in this Chapter is no longer used for the abovementioned purposes, the Régie may act under the powers conferred upon him by section 12 of the Highway Code.

77. The period of validity of the registration marker is the same as that provided in section 3.

CHAPTER IV TEMPORARY REGISTRATION CERTIFICATES

DIVISION I CERTIFICATE FOR A SINGLE TRIP

78. The Régie may make the registration, in the form of a temporary registration certificate in consideration of a 25 \$ fee per motor vehicle, authorizing a person to travel from the Québec border to another place within Québec and return to such border, or to cross Québec territory in order to enter another province or another country, for a maximum of 10 consecutive days, when such vehicle is duly registered in a province or state with which Québec has no similar reciprocity agreement.

79. For the purposes of this Division, every trailer or semi-trailer is considered a separate motor vehicle.

80. A registration certificate for a single trip shall not be issued for a public transport vehicle unless its owner holds a valid permit of the Commission authorizing him to effect similar transportation.

81. Under the registration certificate for a single trip, no load or part of a load picked up in Québec shall be discharged therein.

82. The registration certificate for a single trip must mention the name and address of the person to whom it is issued, identify the vehicle to which it refers by the number of the registration markers affixed to the vehicle, the period of its validity, the point of entry to Québec and the final destination of the persons or goods transported.

83. Upon its issue, the registration certificate for a single trip may be communicated to the persons concerned in

the form of a telegram which *prima facie* has the same value as the certificate issued by the Régie.

DIVISION II TEMPORARY REGISTRATION CERTIFICATE

84. The Régie may make the registration in the form of a temporary registration certificate in consideration of a 2 \$ fee :

(a) to every pleasure vehicle registered according to section 48 in order that it may operate on all Québec roads for a period of one month ; that certificate may be renewed each month in consideration of a 2 \$ fee ;

(b) to every motor vehicle registered pursuant to section 15 or pursuant to the second paragraph of section 54 in order that it may operate for a period of 4 days on all Québec roads for the purpose of being taken to a garage for repairs or to another place of operation ; a vehicle so registered shall not carry a load ;

(c) to every motor vehicle registered pursuant to subparagraph c of the first paragraph of section 31 so that it may operate for a period of 4 days on all Québec roads for the purpose of being taken to another airport, terminal or port, or to a garage for repairs.

A temporary registration certificate issued by another jurisdiction is recognized in Québec as having been issued under this Regulation.

85. (1) Upon payment of a 2 \$ fee, the Régie may register the following motor vehicles by means of a temporary registration certificate valid for 4 days :

(a) every large private trailer ;

(b) every motor vehicle acquired in Québec by a non-resident, for the purpose of returning to his place of residence ;

(c) every motor vehicle possessed in Québec, prior to registration, and every motor vehicle put up to be repaired, altered, weighed, checked or inspected ;

(d) every motor vehicle repossessed by a finance company that is the owner thereof under a conditional title ;

(e) every motor vehicle sold by a duly licensed dealer or by a manufacturer in order to effect its delivery and every vehicle acquired by a duly licensed dealer ;

(f) every damaged or obsolescent motor vehicle for the purpose of delivering it to a scrap dealer ;

(g) every non-registered vehicle recently acquired outside Québec by a non-resident, for the purpose of driving it to a place within Québec where it will be duly registered, or in order to cross Québec territory for the purpose of driving it to another province or another country ;

(h) every motor vehicle of a net mass less than 2 500 kilograms delivered within or outside of Québec by a company whose principal activities consist of delivering motor vehicles to the acquirers thereof ;

(i) every motor vehicle loaned by a dealer or manufacturer for a brief period of time for the purpose of participating in a parade or a popular event authorized by the competent authority for such matters. In the latter case, the permit may be issued for a period of more than 4 days but not more than 10 days ;

(j) every motor vehicle duly registered in another province in order to drive it to Québec at a place where it will be repaired or altered.

(2) Except in the case mentioned in paragraph *i* of subsection 1, the motor vehicles concerned shall not carry a load.

(3) The Régie may, free of charge make the registration, in the form of a temporary registration certificate valid for 12 hours, of every motor vehicle the registration of which has been invalidated as a result of an inspection made under the Regulation respecting motor vehicle inspection (c. C-24, r. 17).

86. Upon payment of a 2 \$ fee, the Régie may register, by means of a temporary registration certificate valid for 10 days, a motor vehicle sold by a dealer in order to allow the acquirer to travel with the said vehicle and to apply for registration in his name, during the time period prescribed.

At the time of an exchange or an acquisition, the registration marker may only be affixed to the exchanged or acquired vehicle when the transfer of registration has been made at the Régie.

87. In the cases contemplated in section 86, and in paragraphs *d*, *e* or *h* of subsection 1 of section 85, the Régie shall only issue such certificates in booklets of 25.

88. The temporary registration certificate provided for in this Division shall bear the following items :

(a) the name and address of the person to whom it was issued ;

(b) the date of issue ;

(c) the date upon which the validity commences and the date of expiry ;

(d) the description of the motor vehicle ;

(e) the reason for the location change of the motor vehicle ; and

(f) the place of origin and that of the final destination.

89. When the temporary registration certificate cannot, after its issue, be used according to the conditions provided at the time of the application therefor, its validity shall not be extended and no reimbursement shall be made.

90. The temporary registration certificate must be stuck on the upper left-hand part of the rear window of the vehicle.

91. Every person authorized to issue a temporary registration certificate shall, in every case, immediately make a written report to the Régie.

92. No temporary registration certificate shall be issued where, pursuant to the Act or this Regulation, a motor vehicle must be otherwise registered.

93. When several motor vehicles registered pursuant to this Division operate in convoy, the Régie may issue only 2 certificates, which shall be affixed to the windshield of the leading vehicle and to the windshield of the rearmost vehicle, provided that the fee be paid for all vehicles forming part of the convoy.

CHAPTER V SCRAPPING OF VEHICLES

94. When a duly registered motor vehicle is scrapped, sold, transferred or given for dismantling or for scrap, or is discarded for other purposes, the owner shall only be entitled to obtain the certificate prescribed in section 7 if the transfer of ownership has been duly made according to section 11 of the Highway Code, and if the registration markers, the marker bearing the identification number and the manufacturer's serial number of such vehicle, are all returned to the Régie.

95. A motor vehicle that has been scrapped, sold, transferred or given according to section 94 may be re-registered, provided that :

(a) the owner forwards to the Régie with his application, a certificate given by a mechanic of a garage duly licensed by the Régie, or given by a representative of the Department, certifying that the vehicle may safely operate on the road ; and

(b) a new marker bearing new identification and serial numbers of the vehicle be affixed under the supervision of the Régie and upon payment of 20 \$.

96. A motor vehicle that has not been registered during the preceding registration year or that has been registered in accordance with section 15 may be registered for the current registration year if the owner sends to the Régie with his application :

(a) a registration certificate issued in his name or a sworn or solemn declaration attesting that he is the owner of the motor vehicle for which he requests registration ; and

(b) a certificate, given by a mechanic of a garage duly licensed by the Régie or by a representative of the Department, certifying that such vehicle may operate safely on the road.

However, the owner of a motor vehicle in use exclusively on private land or on a private road and which is not intended for travel on public roads as well as the owner of a trailer or semi-trailer whose net mass is 900 kilograms or less are exempt from providing the Régie with the certificate mentioned in subparagraph *b* of the first paragraph.

97. Every used motor vehicle, from outside Québec or whose last registration was not made in Québec, may only be registered therein if its owner returns to the Régie, at the same time as the request for registration, the documents prescribed in subparagraphs *a* and *b* of the first paragraph of section 96.

This section does not apply to commercial vehicle, delivery vehicle, and tool vehicle that are already duly registered in another province or state and that are used, as the owner or lessee, by a person that does not reside in Québec.

98. When a transfer of ownership of a school bus or bus that provides transport for remuneration is made, such buses may only be registered if the purchaser returns to the Régie, at the same time as the request for registration, the certificate provided for in subparagraph *b* of the first paragraph of section 96.

The said certificate must indicate, following verification of the vehicle in question, that the parts and accessories described below are in good condition :

- (a) body and chassis ;
- (b) head lights, lights, flashing lights and reflectors ;
- (c) safety belts ;
- (d) tires, wheels and hubs ;
- (e) brake systems ;
- (f) engine supports ;
- (g) suspension ;
- (h) steering system ;
- (i) exhaust system ;
- (j) fuel feed system ;
- (k) windshield wipers, defrosters and rearview mirrors ;
- (l) windshield, rear window, side windows ;
- (m) transmission, drive shaft, universal joints and differential ; and
- (n) the instruments on the instrument panel and the controls.

In addition to the items listed in the second paragraph, the certificate must mention the seats and safety exits, in the case of school buses or buses providing transport for remuneration.

The requirements for the certificate prescribed in this section apply to the certificates required under paragraph *a* of section 95 and subparagraph *b* of the first paragraph of section 96.

CHAPTER VI SPECIAL REGISTRATION MARKERS FOR MOTOR VEHICLE DEALERS AND RELATED ENTERPRISES

DIVISION I GARAGE LICENSES AND MOTOR VEHICLE DEALERS' LICENSES

99. (1) The fee required for a garage license provided for in section 20 of the Highway Code is 25 \$ per annum.

(2) The fee required for a dealer's license provided for in section 22 of the Highway Code is 25 \$ per annum.

(3) If a dealer's establishment is at the same time a garage, and if he has paid, for the same year, the fee required for a license provided for in subsection 1, such payment exempts him from paying the fee prescribed in subsection 2.

100. A dealer's or garage license is issued for a maximum period of 12 months. The period of validity of the license is determined, at the time it is issued, in accordance with the expiry date of the security or of the liability insurance contract ; that period may be renewed for 12 months upon payment of the required fees.

101. A dealer's or garage license that expires on 28 February 1981 may be renewed for a maximum period of 23 months ; after that period, it is renewed in accordance with section 100.

DIVISION II

REGISTRATION OF DEALERS' VEHICLES

102. In accordance with sections 7 and 9 of the Highway Code, every motor vehicle possessed and used in Québec by the holder of a licence issued upon payment of the fee set forth in section 100 is exempt from registration, provided that :

- (a) he possess the vehicle for sale or for delivery ;
- (b) he comply with the Retail Sales Tax Act (R.S.Q., c. I-1) and its regulations ; and
- (c) he fulfil the other conditions set forth in this Chapter.

DIVISION III

MARKERS FOR DEALERS' VEHICLES

103. To operate on a public highway, every motor vehicle contemplated in section 102 shall be equipped with a marker issued by the Régie bearing the prefix established by him.

104. Every motor vehicle contemplated in section 103 may be loaned to any person provided that :

- (a) the motor vehicle loaned is used only to demonstrate its mechanical state or performance and that the period during which such motor vehicle is loaned does not exceed 5 days ;
- (b) the motor vehicle loaned is used only to replace a motor vehicle sold by the lender to the person to whom the vehicle is loaned and that the period during which such motor vehicle is loaned does not exceed 1 month, except if

the period of replacement exceeds 1 month, in which case the person who has the care thereof shall renew the document provided in paragraph c indicating that it is a renewal ;

(c) the person who has the care thereof be in possession of a document attesting the period for which the motor vehicle is so loaned.

DIVISION IV

REGISTRATION OF MOTOR VEHICLES POSSESSED BY CERTAIN ENTERPRISES

105. In accordance with section 7 of the Highway Code, every motor vehicle possessed or used in Québec shall be exempt from all registration, provided that :

- (a) it be possessed or used by a coach-builder, a motor vehicle manufacturer, a trailer or semi-trailer manufacturer or a motor vehicle carrier ; and
- (b) that such motor vehicle be stored, possessed or used for sale or delivery.

106. Subject to section 108, to operate on a public highway, every motor vehicle contemplated in section 105 shall be equipped with a marker furnished by the Régie bearing the prefix established by the Régie.

107. The marker contemplated in section 106 is issued by the Régie subject to the following conditions :

- (a) that the fees contemplated in section 109 be paid to the Régie ;
- (b) that in the case of a coach-builder or motor vehicle carrier, he not be the owner of the vehicle.

108. No motor vehicle contemplated in section 106 may operate on a public highway :

- (a) other than to be driven to a repair shop or to return therefrom, if it is possessed or used by a coach-builder or motor vehicle carrier ;
- (b) other than to be used only to demonstrate its mechanical state or its performance, if it is possessed or used by a manufacturer ;
- (c) other than to be delivered, in the case of a trailer or semi-trailer chassis and which is possessed or used by its manufacturer or by a trailer or semi-trailer manufacturer ; such chassis may also carry a load of identical chassis.

DIVISION V FEES

109. The fee payable to obtain a registration marker contemplated in this Chapter is the following :

- (a) in the case of a small motor vehicle of a net mass of 500 kilograms or less : 30 \$;
- (b) in the case of any other motor vehicle : 100 \$.

The marker obtained in accordance with subparagraph b of the first paragraph may be affixed on a vehicle of a net mass of 500 kilograms or less.

DIVISION VI MISCELLANEOUS

110. The number of markers issued to each person applying therefor pursuant to this Chapter is established by the Régie based on the pertinent reports which shall be furnished him in accordance with section 107 of the Highway Code.

111. Notwithstanding sections 5 and 95 of the Regulation respecting snowmobiles (c. C-24, r. 21), and unless otherwise provided in this Regulation, the registration marker issued pursuant to this Chapter is a single marker which shall be affixed to the rear of the vehicle when it operates on public highways.

112. In issuing a marker contemplated in this Chapter, the Régie shall issue a certificate which must at least mention the name and address of the person to whom such marker was issued, the amount of the fee paid, the date of its issue and that of its expiry.

113. The holder of a registration marker issued under this Chapter shall not transfer such marker to another person. He may, however, obtain a reimbursement on a *prorata* basis of the fee paid for the months to run in the case of the cancellation of a registration marker.

114. The Régie may, upon payment of the fee required in section 51, replace a registration marker issued pursuant to this Chapter that is returned to him in a state of deterioration or that has been known by a police force to have been lost or stolen.

115. The registration marker issued pursuant to this Chapter is for the use of the person to whom it was issued by the Régie, to be affixed to a vehicle possessed and used by such holder or his representative, or, in the cases permitted in this Chapter, by a person to whom the holder lends the motor vehicle possessed by him ; where the

marker is used by the holder or his representative, the user duly authorized in writing shall be exempt from carrying a document attesting to the duration of the use.

CHAPTER VII FEE FOR INFORMATION

116. (1) No information on any subject within the jurisdiction of the Régie shall be communicated in any way without the approval of the Régie, who is directly responsible therefor to the Minister for the purposes of this Chapter. Such information shall only be communicated if the applicant proves that he has a legitimate interest in obtaining it. However, the information thus furnished may not be resold, given or divulged unless expressly authorized to that effect.

With the exception of information given to a public police force for the purpose of public security, or to another department for governmental purposes, the Régie shall collect the fees prescribed in each case.

(2) Subject to subsection 3, a fee of 2 \$ per unit must be collected for every request for information concerning registration.

(3) Every request in respect of the same registration year that requires special research by computer shall, notwithstanding the means by which the information is transmitted, be subject to the following tariff :

(a) 0,05 \$ per unit for less than 10 000 requests, with a minimum fee of 100 \$;

(b) 0,025 \$ per unit for 10 000 and upward but less than 100 000 requests, with a minimum fee of 500 \$;

(c) 0,01 \$ per unit for 100 000 and upward but less than 2 000 000 requests, with a minimum fee of 2 500 \$;

(d) 0,0075 \$ per unit for every request in respect of 2 000 000 or more files, with a minimum fee of 20 000 \$. In addition to the unit prices, a fee of 130 \$ per hour of use of a computer shall be collected.

(4) The fee for each request for information concerning an accident report or copy thereof is 3 \$ per unit.

(5) The information contemplated in the subsections 1, 2, 3 and 4 does not include microfilming for other than strictly governmental purposes, such microfilming or furnishing being prohibited unless an express general authorization is given by the Conseil du trésor who shall fix the terms therefor in every respect, and unless an express special authorization is given by the Minister in each case in

compliance with the terms and conditions provided in the general authorization of the Conseil du trésor.

(6) Notwithstanding subsection 5, all information requested from the Régie shall be completely and exclusively furnished by the personnel and equipment thereof under the responsibility of the Régie and, in this respect, it is in particular prohibited to place any government equipment or any space on government premises at the disposal of an applicant for information or his representative, whether or not for a consideration, or to permit him to be present in an area reserved for the use of officers in government premises.

CHAPTER VIII FINAL PROVISION

117. This Regulation is a transport regulation and, unless the context indicates otherwise, the words and expressions defined in the Highway Code and in the Regulation respecting the interpretation of transport regulations (c. T-12, r. 7), form an integral part of this Regulation, and have the meaning indicated in the said Act or Regulation.

O.C. 4117-77, (1977) 109 O.G.II, 7155
O.C. 437-78, (1978) 110 G.O., 1305
O.C. 1261-78, (1978) 110 G.O., 2549
O.C. 3173-78, (1979) 111 G.O., 1877
O.C. 3873-78, (1979) 111 G.O., 1903
O.C. 662-79, (1979) 111 G.O., 3909
O.C. 1829-79, (1979) 111 G.O., 6055
O.C. 1451-80, (1980) 112 G.O.II, 2089
O.C. 3290-80, (1980) 112 G.O.II, 4409
O.C. 417-81, (1981) 113 G.O.II, 867
O.C. 1481-81, (1981) 113 G.O.II, 1887



c. C-24, r.17

Regulation respecting motor vehicle inspection

Highway Code
(R.S.Q., c. C-24, s. 109)

- 1.** Any person is obliged, when requested by the Ministère des Transports, one of its employees or by any other person charged with the enforcement of the law, to submit the motor vehicle of which he is the owner or which he takes for inspection to assure himself that the brakes, direction apparatus and other parts and accessories will prevent accidents and are in good condition and that this vehicle is in conformity with the law.
- 2.** It is forbidden to circulate with a motor vehicle whose equipment, accessories or certain mechanical parts constitute, in the opinion of the person enforcing the law or the inspection, an eventual risk of accident and such, as long as the defectiveness or faults that caused this interdiction have not been remedied.
- 3.** The sanctions provided for in the Highway Code (R.S.Q., c. C-24) are applied to any person who shall neglect or refuse to submit a motor vehicle to the required inspection, or to see to the necessary repairs, modifications or additions, or otherwise who shall contravene this Regulation.



c. C-24, r.18

Regulation respecting the use of brake fluid

Highway Code
(R.S.Q., c. C-24, s. 109)

1. No person may sell or use fluids in a hydraulic brake system which do not at least comply with Standard CMVSS 116 issued by Transport Canada and published in Part II of Vol. 110, No. 8, of the Canada Gazette, whether they are graded DOT 3, DOT 4 or DOT 5.

2. Any container used in marketing and storing these hydraulic brake fluids must comply with section S5.2 of American Standard FMVSS 116, issued by the National Highway Traffic Safety Administration and published in the Federal Register of the United States on 24 June 1971, with the exception of subparagraphs S5.2.2.1 *d* and S5.2.2.2 *a* of paragraph S5.2.2. of that section. The container must bear the following inscription : “This fluid conforms to Standard CMVSS 116”.

3. The color of these fluids must comply with the specifications set out in section S5.1.14 of American Standard FMVSS 116, whether they are graded DOT 3, DOT 4 or DOT 5.

4. Any container referring to Standard SAE J1703 issued by the Society of Automotive Engineers Inc. and published in the SAE Handbook of December 1946, must bear a sticker with the following statement : “This fluid may replace or be used with brake fluids graded DOT 3”.



c. C-24, r.19

Regulation respecting the use of flares, lamps, lanterns and reflectors

Highway Code
(R.S.Q., c. C-24)

1. Whenever it shall be necessary to use portable flares, lamps, lanterns or portable reflectors as covered by this present Regulation, they must be placed in the public highway in the manner indicated in the following sections.

2. If the parked vehicle is provided with portable flares which burn liquid fuel : A lighted flare shall be immediately placed on the pavement, on the traffic side, towards the center of the road where the parking occurred, at about 3 metres in front or in rear of the parked vehicle.

Another lighted torch shall be placed on the pavement, on the traffic side, towards the center of the road where the parking occurred, at about 30 metres in front of it, and a third one placed in the same identical position, at about 30 metres in rear of the said vehicle.

3. If the parked motor vehicle is provided with portable lights commonly called flares or Bengal lights : A lighted flare should be immediately placed on the pavement, on the traffic side, at about 3 metres in front or in rear of the parked vehicle. This flare must be replaced whenever need be in order that the danger signal shall always be visible.

4. If the parked vehicle is provided with electric lamps or portable electric lanterns : A lighted lamp or lantern should be immediately placed on the pavement in the center of the road occupied by the parked vehicle at about 3 metres in front or rear of the parked vehicle.

Another lighted lamp or lantern should be placed on the pavement in the center of the road occupied by the parked vehicle at about 30 metres in front and a third one placed in the same identical position at about 30 metres in rear of the said vehicle.

5. If the parked vehicle is provided with portable reflectors : A reflector should be immediately placed on the pavement at about 3 metres in front or in rear of the parked vehicle. Another reflector should be placed on the pavement in the center of the road occupied by the parked vehicle, at about 30 metres in front and a third one placed in the same identical position at about 30 metres in the rear of the said vehicle.

6. Whenever it is necessary to use portable flares, lamps, lanterns or portable reflectors on the pavement of an autoroute, a one-way traffic lane or other public highways, where it is impossible for motor vehicles to meet because safety islands, curbs or other devices of a similar nature, this apparatus for emergency signals, shall be placed in the following way, to wit :

(a) one of these warning devices shall be immediately placed on the pavement, on the traffic side, at about 3 metres in front or in rear of the parked vehicle ;

(b) one of these warning devices shall be placed on the pavement in the center of the road occupied by the parked vehicle, at about 30 metres and a third, at about 60 metres in the direction of traffic coming over the road.

7. Portable lights and flares using liquid fuel shall not be used as emergency signals in the case of vehicles carrying inflammable material or explosives, such as gasoline, detergents, propane gas, dynamite or other materials carrying similar risks.

8. Inasmuch as they are used and placed in accordance with the above directions, portable flares, lamps, lanterns or portable reflectors may be used either in sets of 3 similar apparatus or in groups of 3 different apparatus, i.e. oil torches with electric lamps or with portable reflectors.

O.C. 821-62, (1962) 94 O.G., 3303

O.C. 980-80, (1980) 112 G.O.II, 1649, 1651



c. C-24, r.20

**Décret sur les modèles de rapport
d'infraction au Code de la route ou à un
règlement municipal relatif à la
circulation et au stationnement**

Highway Code
(R.S.Q., c. C-24, s. 96)

Summary Convictions Act
(R.S.Q., c. P-15, s. 31)

See French Edition



c. C-24, r.21

Regulation respecting snowmobiles

Highway Code
(R.S.Q., c. C-24)

CHAPTER I DEFINITIONS

1. (1) In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “snowmobile” : a self-propelled motor vehicle weighing not more than 450 kilograms constructed primarily for travel on snow or ice, having one or more steering skis or runners, and driven by an endless track or tracks in contact with the ground ; the word “snowmobile” includes the racing snowmobile ;

(b) “racing snowmobile” : a snowmobile constructed or modified exclusively for race tracks ;

(c) “cutter” : a trailer or sleigh specially constructed to be drawn by a snowmobile ;

(d) “snowmobile trailer” : a trailer specially constructed or adapted to transport a snowmobile or a cutter, or both means of transport at the same time ;

(e) “snowmobilst” : any person who travels in a snowmobile or in a cutter drawn by a snowmobile ;

(f) “driver” : the snowmobilst who drives a snowmobile ;

(g) “snowmobile trail” or “trail” : a track specially maintained by means of a trail groomer and, in winter, reserved exclusively for snowmobiles ;

(h) “Class A trail” : a trail laid out and maintained by the Ministère du Loisir, de la Chasse et de la Pêche, the Ministère de l’Énergie et des Ressources, a government body or a municipality ;

(i) “Class B trail” : a trail laid out and maintained on private or public terrain by an approved snowmobile club ;

(j) “Class C trail” : a trail laid out and maintained on private or public terrain by any operator other than those contemplated in subparagraphs *h* and *i* ;

(k) “right of way” : a right granted by a person who has the real rights which permit him to assign the right to an operator to lay out, maintain and use a snowmobile trail over the former’s land pursuant to this Regulation, the course of which is plotted in accordance with an agreement between the parties ;

(l) “race track” : a race track laid out for races or other competitions for snowmobiles and conforming with the standards decreed by the Direction générale des services techniques of the Ministère du Travail, de la Main-d’œuvre et de la Sécurité du revenu pursuant to section 51 of the Regulation respecting safety in public buildings (c. S-3, r.4) and pursuant to the Public Buildings Safety Act (R.S.Q., c. S-3) ; the expression “race track” also includes any track intended exclusively for the testing of a racing snowmobile to determine its condition or performance, and approved for a certain period by the competent authority ;

(m) “traffic sign” : a sign contemplated in section 35 in the form, dimensions and colours set forth in Schedule A depicting the characters or symbols identifying a trail, place, club or other body, and which indicates the type of vehicle allowed on a trail or in a specific area, the nature, conditions or direction of traffic permitted in such places, the zones requiring special driving attention, either because of immediate danger or for any other reason, or that indicate the principal arrangements, installations, equipment and services placed at the disposal of snowmobilsts ;

(n) “owner” : any person who has acquired a thing and possesses it under an absolute title, or a conditional one which gives him the right to become owner thereof or to use same as owner thereof, charged to deliver over ;

(o) “snowmobile driving permit” : the permit issued by the Régie de l’assurance automobile du Québec authorizing its holder to drive snowmobiles exclusively ;

(p) “competent authority” :

i. the Director of the Sûreté du Québec or any representative duly authorized by him ;

ii. the mayor of a municipal corporation governed by the Municipal Code, for any utilization of its territory ;

iii. the director of police in the municipalities governed by the Cities and Towns Act (R.S.Q., c. C-19) or by special charter ;

iv. the director of police of an urban or regional community ;

(q) “operator” : any person who establishes and maintains a trail or an area reserved for snowmobiles ;

(r) “shelter” : a structure wherein a snowmobilst may take shelter, rest, warm himself or seek protection against inclement weather or danger ;

(s) “local trail” : a trail laid out and maintained to allow snowmobile travel in the trail network of at least one operator ;

(t) “regional trail” : a trail laid out and maintained to allow snowmobile travel across at least one administrative sub-region, as defined by the *Décret sur la division administrative du Québec* (c. D-11, r. 1), using part of the trail network of several operators ;

(u) “provincial trail” : a trail laid out and maintained to allow snowmobile travel across at least 3 administrative sub-regions, as defined by the *Décret sur la division administrative du Québec* ;

(v) “security guard” : a person whose functions defined by an operator consist mainly in checking driving permits, registration certificates and membership cards, in ensuring that security measures are complied with and in applying this Regulation relating to the sport of snowmobiling, and who is empowered to report violations and give any pertinent information related to the club to which he belongs.

(2) Unless the context indicates otherwise, the words and expressions defined in the Regulation respecting the interpretation of transport regulations (c. T-12, r.7) form part of this section and have the meaning indicated in this Regulation.

2. Pursuant to the powers conferred under paragraph *f* of subsection 3 of section 109 of the Highway Code, it is decreed that a snowmobile is included in the words “motor vehicle” or “automobile” and the following sections of the Highway Code apply hereto *mutatis mutandis* insofar as the provisions referred to by these sections apply, namely : subsections 13 to 15, 17, 19 to 23 of section 1, sec-

tions 2 to 8, paragraph *a* of subsection 1, and subsection 2 of section 9, paragraphs *a* to *c* of subsection 1, and subsection 2 of section 10, sections 11, 12 and 15, section 18, sections 20 to 23, 25, subsections 2 and 4 of section 27, paragraphs *a* and *c* of section 87, section 88, paragraph 6 and subparagraphs *a* and *g* to *k* of paragraph 7 of section 89, paragraph 3 of section 92, sections 93 to 99, and 105 to 108, subsection 1, except paragraphs *b* to *d* and *k*, subsection 2, and subsection 3 except paragraph *c* of section 109, sections 110, 111 and 115 to 130.

3. For the purposes of this Regulation, a Class A trail is deemed to be the space between the limits of the land occupied by a route open exclusively to public snowmobile traffic, the maintenance of which is the responsibility of a municipality, Government or government body.

4. In this Regulation, the word “land” or “terrain” includes any frozen or unfrozen body of water.

5. Within the meaning of this Regulation, the sticker issued by the Régie is a registration marker made of resistant material on which the characters and symbols must not be altered during the period for which it is in force, and which is coated with an adhesive by which it may be securely affixed to each side of a snowmobile hood without deteriorating.

CHAPTER II CONSTRUCTION STANDARDS

DIVISION I VEHICLE

§1. Lighting equipment

6. Every snowmobile, except a racing snowmobile, built after 1 January 1972 and used in Québec, must conform with the construction standards contained in this Chapter ; in particular, it must be equipped with :

(a) one or 2 white headlamps on the front in accordance with SAE Standard J583b, Fog Lamps, (April 1964) ;

(b) one or 2 red tail lamps on the rear centreline or symmetrically disposed about the rear centreline, in accordance with SAE Standard J585c, Tail Lamps, (June 1966) ;

(c) one or 2 red stop lamps on the rear centreline or symmetrically disposed about the rear centreline, in accor-

dance with SAE Standard J586b, Stop Lamps, (June 1966);

(d) one or 2 Class A red reflex reflectors on the rear centreline or symmetrically disposed about the rear centreline as set out in SAE Standard J594d, Reflex Reflectors, (March 1967);

(e) 2 Class A red reflex reflectors, one on each side, as far to the rear as practicable, and not less than 150 millimetres above the ground, in accordance with SAE Standard J594d, Reflex Reflectors, (March 1967); and

(f) a reflector mounted on each side forward of the handlebars or steering wheel, that is :

i. a Class A amber reflex reflector, mounted not less than 150 millimetres above the ground, as set forth in SAE Standard J594d, Reflex Reflectors, (March 1967); or

ii. composed of reflex reflective material of a minimum area as projected in side elevation of 100 square centimetres.

7. The headlamps referred to in section 6 shall be mounted in accordance with SAE recommended practice J566, Headlamp Mountings, (January 1960), and shall be arranged in such a manner that they :

(a) provide a beam that complies with the minimum photometric candlepower requirements set out in Table I; and

(b) are capable of providing, at the selection of the driver while the vehicle is in motion, an intensity of light at least of 2 000 candela at all points above the horizontal when aimed with the beam straight ahead, as shown in a plan view of the snowmobile, and with the centre of the high intensity zone 50 millimetres below the lamp centre at a distance of 7,50 metres, when the snowmobile is motionless on a flat horizontal surface.

8. Each tail lamp shall meet the minimum photometric candlepower requirements at all test points set forth in Table II and shall be illuminated when any headlamp is illuminated.

9. Each stop lamp shall :

(a) be illuminated upon application of the service brake;

(b) have a light intensity at all test points set forth in Table II of not less than 3 times the intensity of the tail lamp at the corresponding test points; and

(c) when not combined optically with a tail lamp, be separated by a minimum edge-to-edge distance of not less than 75 millimetres.

Table I
Headlamps

<i>Test Point Position in Degrees</i>	<i>Minimum Photometric Candela Requirements</i>
½ D-V	4 000
1½ D-6L to 6R	2 000
1½ D-9L to 9R	1 000
3 D-15L to 15R	1 000

Table II
Rear lamps

<i>Test Point Position in Degrees</i>	<i>Minimum Photometric Candela Requirements</i>
IOU-45L	0,25
V	0,25
45R	0,25
H-45L	0,25
30L	0,25
20L	0,25
10L	0,25
V	0,25
10R	0,25
20R	0,25
30R	0,25
45R	0,25
10D-45L	0,25
V	0,25
45R	0,25.

10. Reflex reflective material shall comply with the requirements of Canadian Government Specifications Board Standard CGSB62-GP-11P with respect to types I and II of Class 1 or 3 materials within the colour range of Table I and having a reflex intensity value of level 1 in Table II.

11. Every cutter shall be equipped with :

(a) one or 2 Class A red reflex reflectors, on the rear centreline or symmetrically disposed about the rear centreline, in accordance with SAE Standard J594d, Reflex Reflectors, (March 1967); and

(b) 2 Class A red reflex reflectors, one on each side at the mid-point of the cutter and not less than 150 mil-

limetres above the ground, in accordance with SAE Standard J594d, Reflex Reflectors, (March 1967).

§2. *Vehicle identification number*

12. Every snowmobile shall have a vehicle identification number, and the identification numbers of any two vehicles manufactured by a manufacturer within a 10 year period shall not be identical.

13. The vehicle identification number shall :

(a) be stamped into the exterior right vertical surface of the track tunnel behind the rearmost edge of the engine hood or at another approved place ;

(b) have numerals and letters of not less than 5 millimetres in height ;

(c) have a depth of embossing of not less than 0,250 millimetres ; and

(d) be readable without moving any part of the vehicle.

§3. *Handgrips*

14. Every seating position intended for passengers on a snowmobile shall be provided with :

(a) a single handgrip located immediately in front of the seating position and large enough to be gripped with both hands by an occupant wearing winter gloves or mitts ; or

(b) 2 handgrips located one on each side of the seating position and each large enough to be gripped with one hand by an occupant wearing winter gloves or mitts.

15. Every handgrip referred to in section 14 shall :

(a) be attached to a load-carrying part of the snowmobile ;

(b) be capable of withstanding, without failure or separation from the vehicle, a force equal to the curb weight of the snowmobile applied from any direction ; and

(c) in the case of a handgrip not rigidly attached to the snowmobile, be attached so that, if it is released from any position other than the position in which it is normally used, it automatically returns to the position in which it is normally used.

16. In the case of a snowmobile having a tandem arrangement of the designated seating positions, the handgrip referred to in paragraph *a* of section 14 shall not be rigidly attached to the snowmobile.

§4. *Shielding*

17. All moving parts of the transmission and fan of a snowmobile shall be enclosed in such manner that prevents any portion of clothing worn by an occupant or a person near the snowmobile from being caught by such moving parts.

18. Every transmission installed on a snowmobile shall be enclosed by a shield adequate to protect an occupant or a person near the snowmobile in the event of the breakage of the centrifugal clutch or governor, or belt, or other moving part of the transmission.

§5. *Engine controls*

19. Subject to section 20, the mechanism by means of which the driver controls the power delivered by the engine shall incorporate a device for automatically stopping the engine in the event of malfunction of the mechanism.

20. Notwithstanding section 19, every snowmobile may be equipped with a manual device for instantaneous interruption of the ignition of the engine that :

(a) can be activated by the driver's hand from the normal steering position ; and

(b) maintains the interruption upon removal of the driver's hand from such device.

21. The engine speed control system shall be equipped with a device that causes disengagement of the clutch when the driver's hand is removed from such system.

§6. *Tie-down*

22. The skis of a snowmobile or snowmobile cutter shall be capable of being clamped to a snowmobile trailer by means of a tie-down cross bar attached to the trailer and passing over or through the skis.

23. Every snowmobile trailer shall be equipped with :

(a) one or more tie-down cross bars located in such a manner as to be capable of clamping the skis of as many snowmobiles as the trailer is capable of carrying ; and

(b) tie-down points to which each snowmobile can be secured by ropes or straps and that are of sufficient strength to withstand a force of 2 200 newtons applied separately from any direction to each tie-down point.

§7. Cutter tow bar

24. Every snowmobile cutter shall be equipped with a rigid tow bar that, when coupled to a snowmobile, is :

(a) rigidly connected to the cutter so as to prevent yawing movement ;

(b) capable of 90° of rolling movement in each direction in relation to the longitudinal vertical plane of the cutter ; and

(c) capable of allowing adequate pitching movement of the cutter.

§8. Brake

25. Every snowmobile shall, while travelling on packed snow and carrying a driver whose mass is 80 kilograms, be capable of :

(a) stopping within 11 metres at an initial steady speed of 30 kilometres per hour ; and

(b) locking its traction belt or belts.

§9. Noise

26. A muffler containing baffles or equivalent noise reducing material shall be fitted to each exhaust pipe with which any snowmobile is equipped.

27. No snowmobile built after 1 January 1972 shall produce a sound intensity in excess of 82 decibels.

28. The sound intensity contemplated in section 27 shall be measured in accordance with SAE recommended practice J192, Exterior Sound Level for Snowmobiles, as presently in force or subsequently amended.

§10. Parts changes

29. No person shall change the component parts of any snowmobile except to equip it with the structural elements or accessories required under this Regulation.

30. Section 29 applies *mutatis mutandis* to the accessories and equipment required by this Regulation.

DIVISION II PROTECTIVE HELMET

31. Subject to subsection 2 of section 63, every protective helmet the wearing of which is prescribed by this Regulation must be in accordance with the standards prescribed by the Regulation respecting protective helmets for motorcyclists and snowmobilers (c. C-24, r.7) and amendments thereto.

DIVISION III TOOL KIT

32. Every snowmobile used in Québec shall, inasmuch as possible, be equipped with a tool kit which shall at all times contain the tools required to repair minor engine failures.

DIVISION IV FIRST AID KIT

33. Every snowmobile used in Québec shall, inasmuch as possible, be equipped with a first aid kit which shall at all times contain basic first aid items.

DIVISION V SHELTERS

34. There shall be included in every shelter not less than one heating device, a supply of firewood or other fuel, as the case may be, a table, benches or chairs, and, inasmuch as possible, lighting equipment, a pail and a container for heating water.

DIVISION VI TRAILS

§1. Traffic signs

35. A trail shall be equipped with signs in accordance with those set forth in Schedule A.

36. Every trail whose boundaries are not already marked by a fence or otherwise, and which traverses a non-wooded area more than 150 metres long, must be staked by the operator with red markers, not less than 1,50 metres in height and not less than 25 millimetres in diameter, placed in the ground, snow or ice, on each side of the trail at intervals of not less than 90 metres.

37. Each marker referred to in section 36 must have securely fixed to its upper edge a strip or plate of a resistant

material measuring 25 millimetres by 75 millimetres and have a white lightreflecting surface.

38. No person, who is not authorized thereto by the operator of a trail, shall place or displace any traffic sign or marker installed on such trail.

§2. Sizes

39. Every trail must at all times have an overhead clearance of not less than 2 metres above such trail.

40. Every trail must at all times have a clearance of not less than 2,5 metres in width, unless :

- (a) the trail is intended for one-way traffic, in which case the required width shall be at least 1,80 metres ; or
- (b) the trail is a regional or provincial trail, in which case the required width shall be at least 3,70 metres.

§3. Lay-out

41. The lay-out of every trail must not inasmuch as possible, include any curve or gradient dangerous to traffic thereat under normal driving conditions.

§4. Crossings

42. Where a trail crosses a public highway, it must be located :

- (a) so that a snowmobilst crossing at such place is visible at a distance of not less than 150 metres to any person driving a motor vehicle on the said public highway ; however, that distance may be changed with the authorization of the Minister of Transport ;
- (b) so that the most direct crossing may be made from one side of the public highway to the other ; and
- (c) at a place where a safe crossing is not prevented by any steep grade, uneven ground or obstruction.

43. Where it is necessary that a trail cross a railway track, the location, arrangement and maintenance of such crossing shall be agreed upon, and performed in accordance with the conditions stipulated by the railway company to which such track belongs.

§5. Shelters

44. Every trail must be laid out in such a way that a snowmobilst when travelling on such trail or on a connecting trail, shall not be more than 16 kilometres from shelter.

CHAPTER III STANDARDS OF UTILIZATION

DIVISION I TRAFFIC

§1. Vehicle

45. No person shall travel in a modified snowmobile which does not conform with the standards of construction set forth in sections 6 to 10, 12 to 22 and 25 to 30, unless the said snowmobile is a racing model or a snowmobile constructed prior to 1 January 1972.

§2. Locations

46. No person shall travel in a snowmobile, with or without cutter drawn by such vehicle, on a limited access highway, an autoroute, or on any other public highway.

47. Section 46 shall not apply in the following cases :

- (a) in an emergency ;
- (b) upon prior authorization of the competent authority, and under the conditions and at the places so authorized :
 - i. where the competent authority deems it absolutely necessary ; or
 - ii. for purposes of parades, demonstrations, festivals or rallies ;
- (c) on a public highway not maintained in winter ;
- (d) for purposes of direct crossing of a public highway, provided that the cutter, if any, be unoccupied and provided that all precautions be taken as dictated by circumstances of place and time, as well as those described in the statutes and the regulations, except in the case of an autoroute or limited access highway to which section 46 applies ; or
- (e) on a trail laid out in accordance with sections 48 and 49.

48. The Minister may permit an operator to lay out trails under an autoroute or a limited access highway provided that :

- (a) such crossing be installed on works now forming an integral part of a highway or provided for in any manner in the plans and specifications to permit such highway to cross obstacles such as water courses and secondary roads ;

(b) the traffic has been authorized at the places specifically designated for such purpose by the Minister and arranged in accordance with such other conditions as he deems it expedient to impose ;

(c) in such case, the Minister oblige the operator to assume sole responsibility for all accidents involving any person lawfully admitted on such trail, third persons, or the Department, for all damage which may be imputed to such persons or the Department or to all of them at one and the same time because of the operation of such special crossing.

49. Section 48 applies, with the necessary changes to the establishment of a trail on the right of way of an autoroute, a limited access highway or any other public highway, except on the carriageable portion maintained in winter for a segment of the trail not exceeding, inasmuch as possible, 300 metres in length in each case.

50. Traffic on a segment of a trail established pursuant to section 49 must be in the same direction as that for automobiles on the carriageable portion near to which the segment of such trail is established.

Notwithstanding the first paragraph and sections 48 and 49, the Minister must allow travel on the carriageable portion of a public highway maintained in winter, other than an autoroute or a limited access highway, and if necessary, even in a direction opposite to traffic where provided it is done near a public road, bridge or on sidewalk :

(a) such public highway is the only means of crossing above or under an autoroute or a limited access highway ; or

(b) that segment of the trail established on a public highway, other than an autoroute or a limited access highway, includes the crossing of a bridge provided :

i. the crossing of such bridge is necessary to avoid crossing a watercourse that does not sufficiently freeze to permit it to be crossed regularly by snowmobiles in winter ;

ii. the bridge is situated such that every person driving a motor vehicle on that public highway is able to see, from a distance of at least 150 metres, whether a snowmobilst is crossing the bridge ; and

iii. in winter, the average load of vehicle traffic on the bridge is relatively light in comparison with the load on public highways in general.

51. Every person driving a snowmobile with or without a cutter shall have a right of access to every Class A or Class B trail provided that :

(a) he is the holder of a permit authorizing him to drive a snowmobile ;

(b) he carry on his person the registration certificate for the snowmobile he wishes to drive and also his driving permit therefor ; and

(c) if he is the holder of a pass issued by an operator of Class A trails, or if he is a member of an approved club, he carry on his person his membership card or pass ; or

(d) if he is not a member of an approved club or is not the holder of a pass issued by an operator of Class A trails :

i. that he pay the fee required by the operator ; and

ii. that he acquaint himself with the document contemplated in section 107, sign it and return it to the operator's representative.

52. Notwithstanding section 46, a driver or owner of a snowmobile may travel in such vehicle over public or private terrain other than at the places mentioned in the said section, even though such travel be not over trails :

(a) if he is the owner thereof or has expressly received the prior authorization of the owner ; or

(b) if he is a peace officer or a representative of the State in the performance of his duties.

53. No person shall at any time travel in a snowmobile within 30 metres of a dwelling, except on his own land in leaving or returning to his residence, or from a peripheral line of an area reserved for downhill skiing, sliding or skating on terrain laid out therefor, except with the express prior authorization of the owner of such dwelling or the area permitting him to travel at a closer distance to the said dwelling or area.

54. No person shall operate a racing snowmobile except on a race track.

55. Every segment of a trail which is laid out on a frozen body of water shall be used only during the period determined each year by the operator of such trail who shall give adequate information thereof to snowmobilsts likely to use the said trail.

§3. *Traffic rules*

56. A driver of a snowmobile shall keep the headlamps and tail lamps of his snowmobile illuminated at all times.

57. No person shall drive a snowmobile at an excessive speed or in a manner which might endanger the safety or life of persons or property.

58. Subject to section 57 and without restricting the scope thereof, no person shall drive a snowmobile at a speed exceeding that indicated on the traffic signs placed on the part of the trail over which he is passing.

59. No person shall drive a snowmobile at a speed exceeding 10 kilometres per hour within 30 metres of a place where a person is taking shelter or is practicing an outdoor sport other than snowmobiling in an area laid out therefor.

60. Every person driving a snowmobile must obey the traffic signs.

61. Every driver shall temporarily bring his snowmobile to a stop :

- (a) at any place and at every intersection where there is an obligatory stop sign ;
- (b) immediately prior to crossing a public highway or a private road open to motor vehicle traffic ; and
- (c) prior to crossing a railway track.

62. Every person driving a snowmobile must obey the orders or signals of an operator, a peace officer or a representative of an operator in the performance of his duties.

63. (1) Unless he travels in a sleigh drawn by a snowmobile, every snowmobilst must wear on his head the protective helmet contemplated in section 31.

(2) Notwithstanding subsection 1, a worker who, in the performance of his duties, travels in a snowmobile to go to or return from his place of work may wear, in lieu of the protective helmet contemplated in section 31, a safety helmet endorsed by CSA standard Z.94.1-1966.

64. No snowmobilst shall wear a scarf or other clothing accessory in such manner that it may be caught by the

mechanism of the snowmobile, by tree branches, or by other obstructions of a like nature.

65. Every person driving a snowmobile must carry with him his driving permit and the registration certificate of the snowmobile. He shall produce such documents when requested to do so by any peace officer or any person authorized by the Régie or the operator and having a certificate of identification signed by the Régie or the operator, as the case may be, establishing that he is charged with the carrying out of this Regulation. For the purposes of this section, the original certificates and permits may be replaced by a photographic reproduction or duplicate of such documents, issued by the Régie.

66. When driving a snowmobile, every person :

- (a) shall make crossings to the right and pass on the left ;
- (b) shall not overtake and pass another snowmobile on the right, except when the other vehicle is about to turn left ;
- (c) subject to paragraph b, in passing another snowmobile, shall not bear onto the lane again until he has made sure that he can do so without risk to the snowmobile passed ;
- (d) when the trail is comprised of more than one lane and such lanes are in opposite directions, the snowmobilst shall drive in the right hand lane and shall refrain from entering the left hand lane before having ascertained that he may do so without danger and after having given warning of his intention if followed closely by another snowmobile ;
- (e) shall, if following another snowmobile, maintain a safe distance therefrom, taking into account the speed and density of the traffic as well as the condition of the trail ;
- (f) shall yield the right of way, by bearing to his right, to any following snowmobile claiming it ;
- (g) shall not drive in reverse without having ascertained that it can be done without risk and without impeding traffic ;
- (h) shall, when desiring to stop, slow down or turn, make the following signals :
 - i. left turn : extend the left arm horizontally to the left ;
 - ii. right turn : extend the left forearm upwards ;
 - iii. stop, or lessening of speed : extend the left arm downwards ;

iv. a left turn and a right turn may also be indicated by signals made by a mechanical device which shall be placed on each side of the snowmobile and pointed in the direction of the intended turn ; or by signals made by means of a luminous indicator operated on the left side or the right side of the snowmobile with respect to its direction, according to the direction of the intended turn ;

v. a stop or lessening of speed may also be indicated by signals made by means of lights or luminous devices adapted to such purpose at the rear of the snowmobile ;

(i) when approaching an intersection where he is preparing to turn left, shall yield the way to any snowmobile coming in the opposite direction which enters the intersection or is so near thereto that it would be dangerous to turn in front of it ;

(j) when arriving at bifurcations and at crossings of trails, shall yield the right of way to the driver of a snowmobile approaching on his right on the other trail, except when a stop sign is placed on one of such trails, in which case the driver whose vehicle must be brought to a stop shall be bound to yield the way ;

(k) shall, except when directed to ignore a stop sign by a peace officer or by a representative of the operator in the performance of his duties, bring his snowmobile to a stop when approaching an intersection where there is a stop sign and yield the way to any snowmobile coming from another trail ;

(l) shall, when preparing to enter a trail, yield the way to any snowmobile approaching his vehicle on such trail ;

(m) shall, when he wishes to turn right at an intersection of trails, inasmuch as possible, make a sharp turn and shall not encroach on the left or the centre of the trail which he is entering ;

(n) shall not park a snowmobile so as to impede access to any property, or near an intersection of trails or in any other place where it might interfere with the traffic on the trails ;

(o) shall, in every case when parked on a trail, leave a sufficiently clear space to permit the parked snowmobile to be seen from both directions ; this provision does not apply to a vehicle parked by reason of absolute necessity ;

(p) shall not place his snowmobile on a trail while being fuelled.

67. Whenever a peace officer or an agent of the operator in the performance of his duties finds a snowmobile parked on a trail contrary to paragraphs *n* to *p* of section

66, he may move it or require the person having the care thereof to move it.

§4. Particular restrictions

68. No person shall, while travelling in a snowmobile, pursue, harass, maim or kill an animal, with such vehicle or otherwise.

69. No snowmobilst, except a peace officer in the performance of his duties, shall :

(a) be in possession of a firearm while travelling at night in a snowmobile or a cutter, unless such firearm is inserted in a closed holster ;

(b) have in his possession, or transport, a loaded firearm in his snowmobile or cutter ;

(c) discharge a firearm from a snowmobile or a cutter.

70. No person shall drive or have the care of a snowmobile while under the influence of alcohol or a drug.

71. It is forbidden to throw or deposit on or beside a trail any glass, bottle, tin can or any other waste or refuse liable to injure a human being or animal, or damage a vehicle or spoil the environment.

72. (1) No skier, snowshoer or pedestrian may make use of a snowmobile trail except in case of accident or emergency ; in such cases he must cross the trail in a manner so as not to cause an accident or cause obstruction to normal use of the trail by any snowmobilst.

(2) No snowmobilst may use a trail reserved solely for another sport such as cross-country skiing, downhill skiing or snowshoeing except in the case of accident or emergency ; in such a case, he must be certain that he can do so without risk and take the necessary precautions so as not to cause an accident or cause obstruction to normal use of such a trail by any user.

(3) Except in case of accident or emergency, a pleasure vehicle, a 4-wheel drive vehicle, snow bus or industrial tracked vehicle may not be used on a snowmobile trail unless to cross as directly as possible ; in that case, the trail must be crossed in a manner so as not to cause an accident or cause obstruction to normal use of the trail by a snowmobilst. This provision does not apply to a vehicle used for upkeep of the trail such as a groomer.

§5. Accidents

73. When a snowmobilst is involved in an accident in which the damage apparently exceeds 200 \$ or where any person dies or suffers bodily injury therefrom, the following persons shall make a written report to the president, vice-president or secretary of the snowmobile club, or to the operator of Class A trails in charge of the trail or area where the accident occurred, and to the Régie :

- (a) the driver of the snowmobile involved, within 48 hours of the occurrence of such accident ; and
- (b) the owner of the snowmobile involved, within 48 hours of the occurrence of such accident, or within 48 hours of the time when he became aware thereof, if he was not present at such accident.

74. When a snowmobile is involved in an accident within the meaning of section 73, the following persons shall make a report thereof to the Régie within 8 days of the date of its occurrence if they had personal knowledge of such accident, or otherwise, within 8 days of the date when they received knowledge thereof :

- (a) the operator of any Class A trail when the accident has occurred on a trail of which the said operator is in charge ;
- (b) the chief of police, constable, peace officer or highway patrolman present or who was informed thereof ;
- (c) the insurer who was notified of the accident ;
- (d) the railway company, in the case of collision with one of its vehicles ;
- (e) the coroner before whom an inquest is made concerning the death of a person caused by the accident.

DIVISION II OBSTRUCTIONS TO TRAFFIC

75. No person shall obstruct, by means of a gate or any other obstacle, access to and free traffic on a trail.

76. Any peace officer, operator of a trail or any representative of such operator in the performance of his duties, may remove without indemnity to the owner, any gate or other obstacle placed at the entrance to, or elsewhere on, a trail or area reserved for snowmobilsts.

77. Notwithstanding sections 75 and 76, a permanent or temporary control station may be erected by the operator of a trail or any person authorized by him therefor, to check whether a snowmobilst has a right of access to the trail or to collect the admission fee to the trail.

CHAPTER IV COMMON PRECAUTIONARY MEASURES

78. Every person who parks a snowmobile under his care shall, where applicable, remove the ignition key from the vehicle.

79. When a key is not required for starting a snowmobile, every person who has the care thereof must, in parking it, take reasonable precautions to prevent such snowmobile from being used by a child or any other unauthorized person.

CHAPTER V MAINTENANCE STANDARDS

80. Every owner of a snowmobile built after 1 January 1972, shall at all times maintain in good working order the safety devices required by Division I of Chapter II, namely the headlamps, lamps, brakes, muffler, the device for automatically stopping the engine, as well as any levers or devices for purposes of acceleration, disengagement of the clutch, braking and illumination of lamps and headlamps.

81. Section 80 applies *mutatis mutandis* to any snowmobile built before 1 January 1972, taking into consideration its design and the equipment with which it was fitted when it was built.

82. Every trail, traffic sign, or shelter shall be maintained in good condition during the period of use.

Every regional or provincial trail must be maintained, over a width of at least 2,50 metres, with heavy machinery specially built or adapted for the maintenance of snowmobile trails ; where applicable, the surface of the trail to be maintained includes the width of the snowbank between the 2 traffic lanes of that trail which shall not be more than 600 millimetres.

83. When the period of use of snowmobiles has ended, the operator shall remove the signs and markers from the trails and areas reserved for snowmobiles and shall store them until the next period of use in such manner that they shall not deteriorate.

84. Any trail or shelter may at all times be inspected by a representative of the Department appointed for such purpose.

CHAPTER VI STANDARDS OF PROPERTY AND POSSESSION

DIVISION I VEHICLE

85. Subject to paragraphs *a* and *c* of subsection 1, and subsection 2 of section 10 of the Highway Code, (R.S.Q., c. C-24), the pertinent provisions of the Regulation respecting motor vehicle registration (c. C-24, r.16), and of the other provisions of this Division, any snowmobile possessed or used in Québec shall be registered therein for the period contemplated in section 94 for the current years.

86. Section 85 does not apply to manufacturers of snowmobiles for all snowmobiles stored for sale purposes.

87. A snowmobile possessed in Québec which is not used, and from which are removed the skis, runners or the endless track intended for contact with the ground, is exempt from the registration contemplated in section 85.

88. Section 86 applies to any snowmobile stored for sales purposes by a distributor or dealer of snowmobiles.

89. Section 85 shall be excepted in the case where there exists an agreement pursuant to section 10 of the Act respecting the Ministère des Transports (R.S.Q., c. M-28).

90. The annual fees payable for registration of a snowmobile are those prescribed in section 17 of the Regulation respecting motor vehicle registration.

91. Registration of a snowmobile is applied for, effected and established in accordance with the ordinary provisions governing registration of motor vehicles.

92. Every owner of a snowmobile shall insure such snowmobile registered in Québec for an amount not less than 35 000 \$ covering liability arising from the use of such vehicle.

93. Section 92 does not apply to a racing snowmobile driven on a race track.

94. The registration of snowmobiles is renewable, each year, before the last day of the month of December.

95. The proof of registration on a snowmobile shall be the plate issued by the Régie and affixed either at the rear of the vehicle or on the left outside vertical surface of the track tunnel, as close as possible to the rear of the vehicle. The plate must be affixed so that an unobstructed reading of such plate is obtained without having to remove any part of the vehicle.

DIVISION II DRIVING PERMIT

96. No person shall drive a snowmobile in Québec unless he holds the driving permit issued exclusively for such purpose by the Régie and unless he is in possession of the certificate establishing such permit.

97. Section 96 does not apply to Eskimos.

98. Every operator's or chauffeur's permit, within the meaning of the Regulation respecting drivers' permits (c. C-24, r.26), is equivalent to the driving permit contemplated in section 96, subject to the restrictions governing such operator's or driver's permit pursuant to the Act or the regulations.

99. The Régie may issue a permit :

(a) to every person aged 10 or 11 years who has the written authorization of his father, mother or tutor, as the case may be, authorizing him to drive snowmobiles exclusively other than on a public highway within the meaning of the Highway Code under the supervision of a person of the age of majority who already holds a permit authorizing him to drive such vehicle ; such permit holder shall not drive a snowmobile on a Class A trail as defined in section 3 ;

(b) to every person aged 12 to 15 years, who has the written authorization of his father, mother or tutor, as the case may be, authorizing him to drive snowmobiles exclusively wherever such vehicle may be used under this Regulation other than on a public highway within the meaning of the Highway Code ; such permit holder shall not drive a snowmobile on a Class A trail as defined in section 3 ;

(c) to every person aged 16 or 17 years, who has the written authorization of his father, mother or tutor, as the case may be, authorizing him to drive snowmobiles exclusively wherever such vehicle may be used under this Regulation, including a trail installed on a public highway ex-

cept for the restrictions prescribed in section 16 of the Highway Code ;

(d) to every person of the age of majority, authorizing him to drive snowmobiles exclusively wherever such vehicle may be used under this Regulation, including a trail installed on the public highway.

100. Notwithstanding the Regulation respecting drivers' permits, the Régie shall, with respect to the examination required for the obtaining of the permits contemplated in section 99, take into consideration the restrictions and conditions under which the holder must drive a snowmobile in virtue of such permits.

101. Notwithstanding section 99, section 96 does not apply to any person who meets the conditions set out in Division VI of the Regulation respecting drivers' permits and who already holds a driving permit issued by another province or his country.

102. Unless provided for in this Regulation to the contrary, the application for, the issuance, and holding of the driving permit contemplated in section 96 are made pursuant to the ordinary provisions governing any other driving permit issued by the Régie.

103. Every snowmobile driving permit is in force for the same period as that set forth in section 16 of the Regulation respecting drivers' permits.

104. The fees for obtaining a snowmobile driving permit are *mutatis mutandis* the same as those set forth in section 15 of the Regulation respecting drivers' permits.

DIVISION III TRAILS

105. An operator may, by agreement, obtain a right of way for the establishment of a trail from any person who consents thereto and who possesses the rights permitting him to grant such right of way.

106. The agreement referred to in section 105 shall be made in writing and where the right of way is transferred for a consideration, a clause to this effect shall be included in the agreement.

107. A person who wishes to become a member of a snowmobile club and obtain a card from that club must assume, in writing, the responsibility ensuing from the use of a trail.

108. Section 107 applies *mutatis mutandis* to the issuance of any other pass by an operator.

109. Where a person contemplated in section 107 is a minor, no pass or membership card shall be given to him unless a person of the age of majority guarantees that such minor person :

(a) renounces the right to claim any indemnity for damages sustained while on the property of any person who has granted a right of way contemplated in section 105 ; and

(b) shall pay the person who granted the right of way contemplated in section 105 for any damage caused by him while on the property upon which said right of way was granted.

110. The guarantee referred to in section 109 shall be made by a written agreement.

111. Every operator shall, before permitting a person who is not a club member or holder of a pass to travel in a snowmobile on a trail for which such operator is responsible, have him complete, sign and return the document contemplated in section 107.

112. The Régie shall forward copies of sections 107 to 111 to every operator so that the latter may post them in places where they may be easily read, particularly at each control station on the trails for which the operator is responsible.

113. Sections 109 and 110 apply *mutatis mutandis* where the person contemplated in section 111 is a minor.

114. Any snowmobile club may make an agreement with a railway company on the establishment of a level crossing for snowmobiles on the railroad operated by the company.

DIVISION IV APPROVAL OF TRAILS

115. The approval of every trail is given by the Minister in accordance with this Division.

116. The Minister shall cause to be published annually a pamphlet containing the maps of the trails of Québec, the location of local, regional and provincial trails, the sites of shelters, and the principal services indicated to the Department as being at the disposal of the snowmobilers using such trails.

117. An operator who wishes to have a trail approved must, as of 1981, furnish the Régie with the following documents before 1 June of each year :

(a) 2 copies of the plan of the trails for which the operator is directly responsible and that he wishes to operate during the current winter or 3 copies where those trails cross or are established partly on a public highway maintained in winter. Such plan must be mapped out on a sectorial map, if available, otherwise on a thematic map on a scale of 1:125 000, if possible, otherwise on a scale of 1:50 000. Such plan must include sufficiently precise indications concerning the nature, number and location of shelters and areas reserved for snowmobiles, the parking areas intended for automobiles, the average width of each trail, the number and direction of the lanes in each trail and the distinction between local, regional and provincial trails ;

(b) a document in which the operator or his directors attest that the trails outlined on such topographical map are the objects of a right of way within the meaning of sections 105 to 113.

In the case of renewal, an operator is exempted from submitting the documents provided for in subparagraph *a* of the first paragraph, except if there are changes to be made to the trails or if the Minister requests him to do so for any other reason. In that case, the operator must use the sectorial maps printed by the Department that contain the layout of the trails. The said plan must contain the information referred to in subparagraph *a* of the first paragraph.

118. After examining the documents contemplated in section 117, the official authorized by the Minister shall, as soon as possible, advise the operator of the approval or refusal of such trail giving the reasons therefor.

119. Any approval shall include, for each approved trail, an indication of its number and its length. The official shall, in numbering each trail, make a distinction be-

tween a local trail and a regional or provincial trail. A copy of the map of the approved trail, with the pertinent indications, shall be returned to the operator by the official at the same time as the letter of approval.

CHAPTER VII

TRANSITIONAL AND FINAL PROVISIONS

120. This Regulation does not apply :

(a) in the municipality of Côte-Nord-du-Golfe-Saint-Laurent, except for the section of highway 138 from the Blanc-Sablon to Baie-de-Brador ; and

(b) in the territory of New Québec, with the exception of the municipalities of Fermont, Schefferville and James Bay and to snowmobile trails of a snowmobile club whose head office is in one of those municipalities.

121. Schedule A of this Regulation forms an integral part thereof.

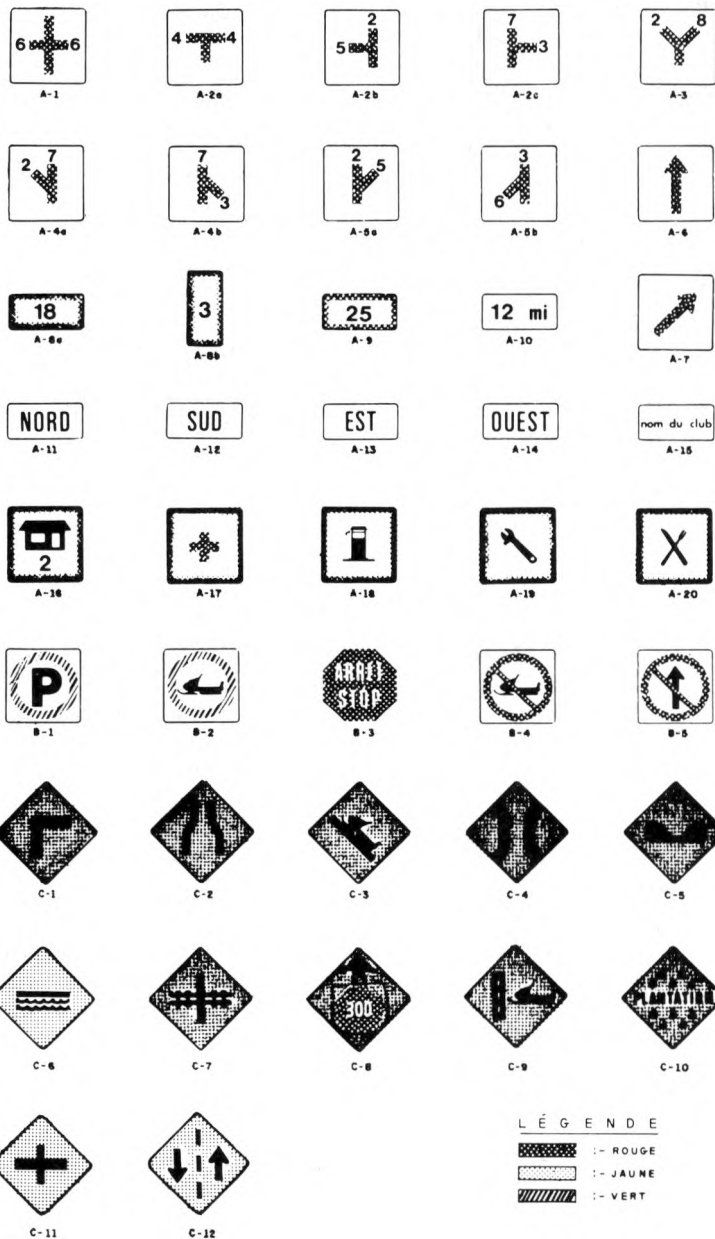
122. (1) Despite paragraph *a* of subsection 1 of section 1, any vehicle whose description conforms with that defined in the said paragraph is not a snowmobile within the meaning of this Regulation if its mass is less than 55 kilograms and if its maximum speed is less than 15 kilometres per hour.

(2) No vehicle contemplated in subsection 1 may operate on a trail, or other than on private terrain, and other than in daytime under the supervision of a person of the age of majority without the express permission of the owner of such private terrain.

123. This Regulation is made under sections 3 to 5 of the Transport Act (R.S.Q., c. T-12) and under section 109 of the Highway Code (R.S.Q., c. C-24).

SCHEDULE A

(s. 121)

Signboards**DIVISION I****SIGNS**

DIVISION II

DESCRIPTION OF SIGNS

1. The description of type A or designation signs is as follows :

- A-1 Cross roads
- A-2 T intersection or junction at right or left
- A-3 Y intersection
- A-4 Junction at left or merging traffic from right
- A-5 Junction at right or merging traffic from left
- A-6 Directional arrow (left, right or straight ahead)
- A-7 Oblique directional arrow (left or right)
- A-8 Numbered marker of local trail
- A-9 Numbered marker of regional or provincial trail
- A-10 Distances in kilometres
- A-11 Cardinal point : NORTH
- A-12 Cardinal point : SOUTH
- A-13 Cardinal point : EAST
- A-14 Cardinal point : WEST
- A-15 Name of club or other identification sign
- A-16 Shelter
- A-17 First aid post
- A-18 Gas
- A-19 Mechanics
- A-20 Restaurant.

2. The description of type B or absolute regulation signs is as follows :

- B-1 Parking
- B-2 Trail or service for snowmobiles
- B-3 Obligatory sign at intersection
- B-4 No snowmobiles
- B-5 Do not enter.

3. The description of type C or warning signs is as follows :

- C-1 Right or left turn

- C-2 Trail narrows
- C-3 Steep hill
- C-4 Narrow lane or bridge
- C-5 Dangerous hole
- C-6 Stretch of ice
- C-7 Railway crossing
- C-8 Stop ahead sign
- C-9 Snowmobile crossing
- C-10 Planting of young trees
- C-11 Private road crossing
- C-12 Two-way traffic.

DIVISION III

GENERAL DESCRIPTION

4. The purpose of signs on snowmobile trails is :

- (a) to serve as an essential tool in the organization of snowmobile trails and to promote safety thereon ;
- (b) to guide and reassure trail users by giving useful directives and information and by pointing out hazards ;
- (c) to standardize signs on snowmobile trails.

5. The criteria for an efficient system of signs on snowmobile trails shall be :

- (a) to establish the most straightforward and comprehensible system possible for all users ;
- (b) to eliminate as many written signs as possible by using symbols well adapted to the hazards and characteristics to be indicated ;
- (c) to choose colours and symbols which attract attention, are plainly visible in winter both in the forest and in open spaces, and which may be clearly identified or read from a distance ;
- (d) to reduce the number of colours, symbols and shapes of signs as much as possible in order to obtain minimum production and purchase costs ; and
- (e) to adapt the greatest number of signs to multiple recreational purposes.

6. The categories of signs shall be :

- (a) type A or designation signs ;
- (b) type B or absolute regulation signs ; and
- (c) type C or warning signs.

7. These signs shall bear the following colours, markings and numbers :

- (1) In the case of type A or designation signs :

- (a) those signs designating direction, namely models A-1 to A-7 inclusive, shall consist of a red symbol on a white background, with a black border 5 millimetres wide, and 5 millimetres from the edge of the sign, and in most cases, shall bear black detachable and interchangeable numerals at least 50 millimetres in height. However, these signs may be used without the identification number of the trails ;

- (b) in the case of identification signs, namely models A-8 to A-15 inclusive :

- i. a sign indicating a cardinal point or a distance in kilometres on a trail shall bear a marking and consist of a black border on a white background. The numeral(s) indicating the number of kilometres travelled or to be travelled shall be black, detachable and approximately 60 millimetres in height ;

- ii. a sign used for a numbered marker of a local trail shall consist of a black border on a white background, with a yellow stripe 25 millimetres wide inside the black border ; the numerals indicating the trail number shall be black, detachable and approximately 60 millimetres in height ;

- iii. a sign used for a numbered marker of a regional or provincial trail shall consist of a black border on a white background, with a red stripe 25 millimetres wide inside the black border ; the numeral(s) indicating the trail number shall be of the same type as those of numbered markers of local trails ;

- iv. a sign indicating the name of a club or other operator, or any other identification of a place such as the name of a river, lake, village etc. shall contain only a black border on a white background ; all the markings on this sign shall contain pointed or detachable black letters or numerals approximately 40 millimetres in height ;

- (c) service signs, namely models A-16 to A-20, shall in most cases, bear a black symbol or, in the case of a "first aid post", a red symbol, and a black border on a white background with a yellow stripe 25 millimetres in width inside the said border. The shelter number shall be op-

tionnal ; where used, it shall be formed of black detachable numerals approximately 60 millimetres in height ;

- (2) In the case of type B or absolute regulation signs, namely models B-1 through B-5 :

- (a) the obligatory stop sign shall bear an inscription in white letters 60 millimetres in height and a white border 5 millimetres in width on a red background ;

- (b) obligatory or authorization signs shall consist of a black border 5 millimetres in width on a white background, placed at 5 millimetres from the edges of the sign, and a black symbol surrounded by a green ring 30 millimetres in width ;

- (c) regulation signs shall consist of a black border on a white background, and a black symbol ringed by a red regulation stripe measuring 25 millimetres in width ;

- (3) Type C or warning signs, namely models C-1 to C-12, shall, in general, consist of a black border 5 millimetres in width placed at 5 millimetres from the edges of the sign, and a black symbol on a yellow background. Only sign C-8, indicating a "stop ahead sign", shall have special characteristics : it shall, in addition, contain an octagon with a red background 180 millimetres in height with a 5 millimetres white border and a white marking consisting of numerals 50 millimetres in height.

8. Signs shall have the following shapes :

- (a) square shapes shall be used for direction and service signs and for absolute regulation signs, with the exception of the obligatory stop ;

- (b) rectangular shapes shall be restricted to identification signs ;

- (c) octagonal shapes shall be restricted to stop signs ; and

- (d) rhombic shapes shall be restricted to warning signs.

9. (1) All signs shall be of 2 basic sizes, namely square signs 300 millimetres and rectangular signs 300 millimetres by 150 millimetres. Only the sign "snowmobile crossing" shall measure 900 millimetres because it is erected by the Department along public highways. These dimensions may, however, be slightly reduced where such signs are made of plywood, masonite, etc. in order to avoid loss of material during cutting.

(2) Where applicable, any enlargement of signs shall necessarily entail a proportional modification of all dimensions and sizes of signs and the symbols and markings thereon, as for example in the case of "obligatory stop" signs 600 millimetres by 600 millimetres.

10. Red, yellow or green, and straight or circular stripes, black numerals, conventionalized representation and forms shall constitute marks or symbols with the aim of being clearly legible and not requiring any unnecessary mental strain on the part of the user. Markings must be simple and composed of common abbreviations and symbols.

11. (1) In order to be clearly legible to approaching drivers, signs must bear sufficiently large markings. Where a sign must be read from a distance of 15 metres, the letters thereon must be at least 25 millimetres in height ; but from a distance of 60 metres they must be at least 100 millimetres in height.

(2) Diacritic signs, diaereses and cedillas must always be included, even for capital letters.

12. (1) Signs on trails or public highways shall have a reflectorized background in order to be clearly visible both in the daytime and at night. The background, border, symbol and marking must all be reflectorized unless they are black.

(2) The reflectorizing material must be such that it permanently retains its physical properties and evenly distributes light when the sign is illuminated by motor vehicle or snowmobile headlamps. A reflectorized sign may change in appearance at night because of condensation.

13. Signs must be made of quality material. Metallic material or alloys resistant to corrosion and deformation, plywood, products made of waterproof compressed paper and plastic shall be commonly used.

14. Signs shall, as much as possible, be fastened with stainless steel nails, screws and bolts.

15. (1) Signs shall, in general, be erected by means of wooden or metal posts. In certain cases, it may be necessary to erect such signs on a permanent fixture, such as a picket, shelter etc. but they may not be erected on living

trees. The wooden post is the safest and most useful and practical support which can be used on trails.

(2) A wooden post shall, in most cases, be 2,5 metres in height with at least 300 millimetres planted in the ground or ice. Such post shall be at least 50 millimetres in diameter at the centre, such centre being 1,2 metres from the ground in the case of a segment of the trunk of a young tree ; for this purpose, it is preferable to use wood of a low commercial value such as the aspen (trembling aspen) or grey birch. In the case of sawn wood, a softwood post shall be used provided that it be 75 millimetres wide by 50 millimetres thick, more or less.

16. (1) Designation, absolute regulation and warning signs shall be erected according to the general instructions governing signs on snowmobile trails approved by the Minister or his authorized representative.

(2) In general, all signs shall be erected not less than 600 millimetres and not more than 2 metres from the right side of trails, facing approaching traffic, and the bottom edge of such signs shall be not less than one metre and not more, than 2 metres above the average level of snow on the maintained part of the trail. In exceptional cases such as the approach of a sharp turn, signs may be erected on the left side of the trail, and, if necessary, on both sides of the trail, provided that the 2 signs placed opposite each other are identical.

17. (1) Designation signs, with the exception of "directional arrows" shall be erected not less than 30 metres and not more than 60 metres before the approaching crossing. Identification signs or directional arrows shall be placed before or at the crossing, at the beginning or along a trail to guide and reassure snowmobile drivers. Lastly, service signs shall be placed at approximately 15 metres before the crossing, along trails or at the place where such services are offered.

(2) Absolute regulation signs shall be erected at the place where such regulation is applicable. The obligatory stop sign shall be placed as close as possible to the point where the driver must stop, in general, not less than 1,50 metres and not more than 6 metres from the beginning of the crossing.

(3) Warning signs shall be erected not less than 30 metres and not more than 60 metres before the hazard concerned. In the case of a road crossing, the obligatory stop ahead sign should always be placed 90 metres from the obligatory stop sign.

18. (1) The markings and symbols on signs must be clearly visible at all times and every damaged sign shall be repaired or replaced. The operator of a trail or any person authorized thereby must see to the proper functioning of signs at all times. Because posts erected in the snow may easily fall or be removed, it may be advantageous to install such posts before freezing of the ground.

(2) All signs must be removed and stored as soon as possible after each snowmobile season and reinstalled before every new season. However, where possible, these posts need not be removed.

19. No advertising or tourist information or illustrations may appear on a sign, a post or other object used to support signs along a trail or in an area restricted to snowmobile drivers.

O.C. 2876-72, (1972) 104 O.G., 9408
O.C. 3052-72, (1972) 104 O.G., 9571
O.C. 3646-72, (1972) 104 O.G., 11509
O.C. 903-73, (1973) 105 O.G.II, 1075
O.C. 1488-73, (1973) 105 O.G.II, 2261
O.C. 2039-73, (1973) 105 O.G.II, 2675
O.C. 3118-73, (1973) 105 O.G.II, 5317
O.C. 3496-73, (1973) 105 O.G.II, 5563
O.C. 3908-73, (1973) 105 O.G.II, 5799
O.C. 4790-73, (1974) 106 O.G.II, 291
O.C. 3355-74, (1974) 106 O.G.II, 4257
O.C. 193-76, (1976) 108 O.G.II, 1801
O.C. 1708-76, (1976) 108 O.G.II, 3217
O.C. 383-77, (1977) 109 O.G.II, 857
O.C. 3730-77, (1977) 109 O.G.II, 6185
O.C. 3709-78, (1979) 111 G.O., 3277
O.C. 3839-80, (1980) 112 G.O.II, 5077 and (1981) 113 G.O.II, 1505
O.C. 2310-81, (1981) 113 G.O.II, 3041



c. C-24, r.22

Regulation respecting standards for axle loads, total loaded mass and dimensions applicable to motor vehicles and combinations of vehicles

Highway Code
(R.S.Q., c. C-24, s. 53)

DIVISION I GENERAL PROVISIONS

1. (1) For the purpose of this Regulation, public highways of Québec belong to an “Ordinary” or to a “Special” class.

(2) Every public highway and part of a public highway not referred to in subsection 3 belongs to the “Ordinary” class.

(3) The public highway described and delimited in Schedule C belongs to the “Special” class.

(4) Unless indicated otherwise in this Regulation, the standards in this Regulation are made for all public highways, no matter what class they belong to.

2. (1) In this Regulation, the following expressions mean :

(a) “single axle” : an axle supporting a mass that can be measured under the wheels ;

(b) “tandem axle” : a combination of 2 axles attached to a vehicle by a suspension designed to distribute equally, at 1 000 kilograms more or less, at all times, the mass that may be measured under the wheels of each axle ;

(c) “triple axle” : a combination of 3 equally spaced axles and attached to the vehicle by a suspension designed to distribute equally at 1 000 kilograms more or less, at all times, the mass that may be measured under the wheels of each axle ;

(d) “donkey type axle” : an axle added on to the rear of a single unit vehicle comprising at least one of the following specifications :

- i. an independent spring suspension ;
- ii. wheels that cannot be in contact with the ground when the vehicle is not loaded ;

iii. no brake system ;

(e) “load maximum” : the “GAWR” within the meaning of the Motor Vehicle Safety Regulations (C.R.C., 1978, c. 1038) made under the Motor Vehicle Safety Act (R.S.C., 1970, c. 26, 1st supplement), amended by the Act amending the Motor Vehicle Safety Act (S.C., 1976-77, c. 19) ;

(f) “motor vehicle manufacturer” : the person who is the manufacturer of the vehicle within the meaning of the Motor Vehicle Safety Act amended by the Act amending the Motor Vehicle Safety Act.

(2) (a) A motor vehicle is a “tractor vehicle” whenever it is used to haul a trailer ;

(b) the distance between the axes of both axles or between the centres of both axles is the distance between the rotating centre of the axis of one of the axles in relation to the rotating centre of the axis of the other axle.

DIVISION II MAXIMUM DIMENSIONS

3. (1) The maximum dimensions in length of any motor vehicle or combination of vehicles, load included, are :

(a) 11 metres for a motor vehicle, with the exception of a bus ;

(b) 12,5 metres for a bus and 18,5 metres for a jointed bus ;

(c) 27,5 metres for a combination of vehicles consisting of a tractor vehicle and a trailer specially designed for the transportation of posts that may be used for the transportation of other things such as pipes, framework, structural pieces or other similar material ;

(d) 20 metres for a combination of vehicles consisting of a tractor and a semi-trailer or a tractor vehicle and a trailer ;

(e) 21 metres for a combination of vehicles consisting of a tractor and a semi-trailer, specifically designed to transport motor vehicles ;

(f) 21 metres for a combination of vehicles consisting of a tractor, semi-trailer and a trailer or tractor and 2 semi-trailers or a tractor vehicle and 2 trailers ;

(g) 36,5 metres for a combination of vehicles on a public highway that belongs to the "Special" class.

(2) The maximum dimensions in length are 14 metres for any trailer and 13,1 metres for any semi-trailer measured from the centre of the pivot point of the coupling device to the rear extremity of the semi-trailer.

(3) Combinations of vehicles must consist of no more than one tractor vehicle or one tractor coupled to 2 trailers or semi-trailers, or one trailer and one semi-trailer.

(4) The dimensions fixed in subsection 1 do not include bumpers specially designed to reduce the force of impact produced at the time of a collision that do not increase by more than 0,50 metres the length of the vehicle, namely 0,25 metres at the front and 0,25 metres at the rear.

4. The maximum dimension in height of any motor vehicle or combination of vehicles, load included, is 4,15 metres.

5. (1) The maximum dimension in width of any motor vehicle and combination of vehicles, load included, is 2,6 metres.

(2) The dimension referred to in subsection 1 does not include rear-view mirrors.

(3) The coupling device of each vehicle forming a combination of vehicles must be so fitted that when the combination of vehicles is travelling in a straight line, neither of the towed vehicles shall swing, or deviate from the course of the tractor or tractor vehicle by more than 80 millimetres on either side.

DIVISION III **MAXIMUM AXLE LOAD**

§1. General provisions

6. (1) The maximum axle load is the lesser of :

(a) the sum of the maximum load rating specified by the tire manufacturer for each tire coupled to an axle or to the combination of axles of a category ; or

(b) 5 500 kilograms per axle that belong to category B.1 and 14 000 kilograms per axle that belong to category B.2 or the load maximum that is indicated by the motor vehicle manufacturer where it exceeds that weight ; or

(c) the maximum load fixed in section 7 or the one increased pursuant to sections 8 or 10, where applicable.

(2) For the purposes of subsection 1, each load expressed in pounds is divided by 2,2046.

(3) For the purposes of paragraph *a* of subsection 1, in the case of double-sided wheels, the maximum loading rating of the inner tire is, unless proven to the contrary, the same as that of the outer tire.

7. The maximum load of an axle or combination of axles that belongs to a category in Schedule B is as follows :

<i>Category</i>	<i>Axle load</i>
B.1	8 500 kilograms
B.2	17 500 kilograms
B.3	10 000 kilograms
B.4	13 500 kilograms
B.5	17 500 kilograms
B.6	10 000 kilograms
B.7	17 500 kilograms
B.8	18 000 kilograms
B.9	19 000 kilograms
B.10	20 000 kilograms
B.11	20 000 kilograms
B.12	22 000 kilograms
B.13	25 000 kilograms
B.14	27 000 kilograms
B.15	30 000 kilograms
B.16	22 000 kilograms
B.17	25 000 kilograms
B.18	27 000 kilograms
B.19	29 000 kilograms
B.20	30 000 kilograms
B.21	10 000 kilograms
B.22	17 500 kilograms
B.23	28 000 kilograms.

§2. "Special" class public highway

8. The loads provided for in section 7 are increased by 20% on a "Special" class public highway and sections 9 and 10 do not apply.

§3. *The maximum axle load for motor vehicles or combinations of vehicles transporting unsawn timber*

9. In this Subdivision, the expression “unsawn timber” means timber that has undergone no operation other than cross-cutting, stripping and barking.

10. Where the load of a motor vehicle or combination of vehicles is unsawn timber :

(a) the maximum load provided for categories B.7, B.8 and B.9 of section 7 is increased to 20 000 kilograms ;

(b) the maximum loads provided for categories B.11, B.12, B.13, B.14, B.16, B.17, B.18, B.19 and B.23 of section 7 are increased to those indicated below :

<i>Category</i>	<i>Axle load</i>
B.11	22 000 kilograms
B.12	24 000 kilograms
B.13	27 500 kilograms
B.14	29 500 kilograms
B.16	24 000 kilograms
B.17	27 500 kilograms
B.18	29 500 kilograms
B.19	30 000 kilograms
B.23	30 000 kilograms

§4. *Single unit vehicles with dumping mechanisms or backloading refuse-compacting vehicles*

11. Sections 6 to 10 and subsections 1 and 2 of section 17 do not apply to the axles of single unit vehicles with dumping mechanisms or back-loading refuse-compacting vehicles.

DIVISION IV **MAXIMUM TOTAL LOADED MASS**

§1. *General provisions*

12. The maximum total loaded mass of a motor vehicle or combination of vehicles is the lesser of :

(a) the total loaded mass computed by adding the maximum axle loads fixes in subsection 1 of section 6 for each category of axles of that vehicle increased in accordance with section 10, where applicable ; or

(b) the total loaded mass fixed in section 13.

13. The total loaded mass of a motor vehicle or combination of vehicles that belongs to a category in Schedule A, is as follows :

<i>Category</i>	<i>Total loaded mass</i>
A.1	18 500 kilograms
A.2	28 500 kilograms
A.3	37 500 kilograms
A.4	the maximum provided for in paragraph a of section 12 up to and including an amount of 37 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 3 metres referred to in this category
A.5	28 500 kilograms
A.6	38 500 kilograms
A.7	48 500 kilograms
A.8	the maximum provided for in paragraph a of section 12 up to and including an amount of 48 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 3 metres referred to in this category
A.9	57 500 kilograms
A.10	the maximum provided for in paragraph a of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category
A.11	48 500 kilograms
A.12	the maximum provided for in paragraph a of section 12 up to and including an amount of 48 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 8 metres referred to in this category
A.13	57 500 kilograms
A.14	the maximum provided for in paragraph a of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 11 metres referred to in this category
A.15	48 500 kilograms

A.16	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 48 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 10,5 metres referred to in this category	A.29	57 500 kilograms
A.17	57 500 kilograms	A.30	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category
A.18	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 13,5 metres referred to in this category	A.31	57 500 kilograms
A.19	57 500 kilograms	A.32	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category
A.20	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 14 metres referred to in this category	A.33	48 500 kilograms
A.21	57 500 kilograms	A.34	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 48 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 3 metres referred to in this category
A.22	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category	A.35	50 500 kilograms
A.23	57 500 kilograms	A.36	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 50 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 3,3 metres referred to in this category
A.24	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category	A.37	53 500 kilograms
A.25	57 000 kilograms	A.38	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 53 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 3,9 metres referred to in this category
A.26	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 000 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category	A.39	55 500 kilograms
A.27	57 500 kilograms	A.40	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 55 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 4,2 metres referred to in this category
A.28	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 450 kilograms per length of 300 millimetres less than the length of 15,5 metres referred to in this category	A.41	57 500 kilograms
		A.42	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less

	than the length of 4,5 metres referred to in this category
A.43	50 500 kilograms
A.44	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 50 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 3,3 metres referred to in this category
A.45	53 500 kilograms
A.46	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 53 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 3,9 metres referred to in this category
A.47	55 500 kilograms
A.48	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 55 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 4,2 metres referred to in this category
A.49	57 500 kilograms
A.50	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 4,5 metres referred to in this category
A.51	57 500 kilograms
A.52	the maximum provided for in paragraph <i>a</i> of section 12 up to and including an amount of 57 500 kilograms minus the product of 900 kilograms per length of 300 millimetres less than the length of 4,5 metres referred to in this category
A.53	23 500 kilograms
A.54	40 000 kilograms
A.55	56 500 kilograms
A.56	the maximum fixed in paragraph <i>a</i> of section 12 up to 56 500 kilograms minus 900 kilograms per 300 millimetre portion within the 4,2 metre distance specified for this category.

§2. “Special” class public highway

14. On a public highway that belongs to the “Special” class, the maximum total loaded mass of a motor vehicle or combination of vehicles is that computed by adding the maximum axle loads fixed in section 6 for each category of axles of that vehicles or combination of vehicles without any increase.

§3. *The maximum total loaded mass of single unit motor vehicles with dumping mechanisms or back-loading refuse-compacting vehicles*

15. (1) The maximum total loaded mass of single unit motor vehicles with dumping mechanisms or back-loading refuse-compacting vehicles is the lesser of :

(a) the total loaded mass computed by adding the load maximum indicated by the vehicle manufacturer for each category of axles up to and including 20 000 kilograms, in the case of a rear tandem axle, and up to and including 10 000 kilograms in the case of a single axle ; or

(b) 18 500 kilograms where the vehicle belongs to category A.1, 37 500 kilograms where the vehicle belongs to category A.3, 34 500 kilograms where the vehicle belongs to category A.4 or 28 500 kilograms in the other cases.

(2) The total loaded mass fixed in subsection 1 is decreased by the difference between the load maximum of the front axle indicated by the vehicle manufacturer and the sum of the maximum load rating specified by the tire manufacturer for each tire of that axle where it is less than the load maximum.

(3) For the purposes of this section, every load expressed in pounds is divided by 2,2046.

16. For the purposes of section 15, where the load maximum indicated by the manufacturer cannot be established or where a vehicle has undergone a change in the number, type of configuration of its axles since it was first registered, the maximum total loaded mass is :

(a) 12 000 kilograms for vehicles belonging to category A.1 ;

(b) 29 000 kilograms for vehicles belonging to category A.3 or category A.4 ;

(c) 20 000 kilograms in the other cases.

DIVISION V THAW OR RAINY PERIODS

17. (1) During thaw or rainy periods, the maximum axle load is reduced and the maximum axle load of an axle or combination of axles that belongs to a category in Schedule B is as follows :

<i>Category</i>	<i>Axle load</i>
B.1	7 500 kilograms
B.2	14 500 kilograms
B.3	8 000 kilograms
B.4	11 000 kilograms
B.5	14 500 kilograms
B.6	8 000 kilograms
B.7	14 500 kilograms
B.8	15 000 kilograms
B.9	15 500 kilograms
B.10	16 000 kilograms
B.11	20 000 kilograms
B.12	21 500 kilograms
B.13	22 500 kilograms
B.14	23 000 kilograms
B.15	24 500 kilograms
B.16	21 500 kilograms
B.17	22 500 kilograms
B.18	22 500 kilograms
B.19	22 500 kilograms
B.20	27 500 kilograms
B.21	8 000 kilograms
B.22	14 500 kilograms
B.23	26 000 kilograms.

(2) During thaw or rainy periods, the maximum total loaded mass is reduced to the mass computed by adding the maximum axle load fixed for the thaw or rainy period for each category of axles of a vehicle.

However, the axle load must never exceed that fixed in paragraphs *a* and *b* of subsection 1 of section 6 and the total loaded mass must never exceed that fixed in section 12.

(3) In the case of the vehicles referred to in section 15, the loads established therein are reduced to 15 500 kilograms for vehicles that belong to category A.1, 29 000 kilograms for vehicles that belong to category A.3 or category A.4 and 22 000 kilograms in the other cases without exceeding, nevertheless, the maximum loads fixed in section 16 where they apply.

18. The Minister of Transport may determine the thaw or rainy periods at the places he indicates. Notices thereof may be published in newspapers or may be advertised on the radio or television and road signs may be placed at the appropriate locations.

DIVISION VI FINAL AND TRANSITIONAL PROVISIONS

19. Up to 31 March 1982, the expression “tandem axle” defined in paragraph *b* of subsection 1 of section 2 includes axles that belong to category B.4 and that are located under a single unit vehicle registered in Québec for 1979.

20. (1) Up to 31 March 1982, the mass provided for in paragraph *a* of subsection 1 of section 15 is increased by 10% for vehicles registered in Québec for 1979.

(2) Up to 31 March 1982, where the maximum total loaded mass cannot be established in accordance with subsection 1 of section 15, the maximum total loaded mass of a vehicle registered in Québec for 1979 is, despite section 16 :

(a) 13 500 kilograms for vehicles that belong to category A.1 and 20 000 kilograms where the vehicles are equipped with rear axles that belong to category B.3 ;

(b) 34 500 kilograms for vehicles that belong to category A.3 and 32 000 kilograms for vehicles that belong to category A.4 ;

(c) 23 000 kilograms in the other cases.

(3) During periods of thaw or rain, the maximum total loaded masses provided for in subsection 2 are :

(a) 13 500 kilograms for vehicles that belong to category A.1 and 16 500 kilograms for vehicles that are equipped with rear axles that belong to category B.3 ;

(b) 29 000 kilograms for vehicles that belong to category A.3 or category A.4 ;

(c) 22 000 kilograms in the other cases.

(4) Where a vehicle registered in Québec for 1979 has undergone any change in the number, type or configuration of its axles since it was first registered, subsections 2 and 3 apply even if the maximum total loaded mass cannot be established in accordance with paragraph *a* of subsection 1 of section 15.

21. (1) Up to 31 March 1982, the total maximum load of a combination of axles belonging to category B.3 and located under a single unit vehicle registered in Québec for 1979 is increased to 14 500 kilograms, or 11 000 kilograms for periods of thaw or rain.

(2) Up to 31 March 1982, the maximum mass fixed in section 13 for a single unit vehicle that belongs to category A.1 is 20 000 kilograms where that vehicle was registered in Québec for 1979.

SCHEDULE A

(s. 13)

The following categories of motor vehicles and combinations of vehicles are established, in accordance with the number of axles, the type and the configuration of those axles:

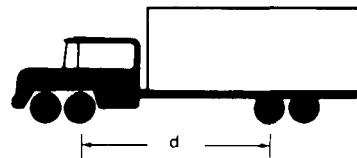
A.1 Every motor vehicle (single unit vehicle) with a front axle that belongs to category B.1 and a rear axle that belongs to category B.6 or 2 axles that belong to category B.3, as shown below, belongs to this category :



A.2 Every motor vehicle (single unit vehicle) with a front axle and, at the rear, one tandem axle or 2 axles that belong to category B.4, as shown below, belongs to this category :

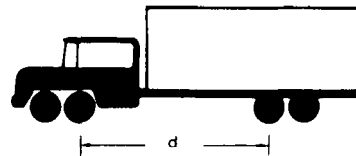


A.3 Every motor vehicle (single unit vehicle) with a front tandem axle and a tandem axle at the rear whose distance between the centre of the rear axle of the front tandem axle and the centre of the front axle of the tandem axle at the rear is 3 metres or more, as shown below, belongs to this category :



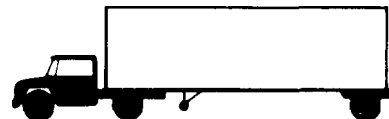
"d" is 3 metres or more

A.4 Every motor vehicle (single unit vehicle) with a front tandem axle and a tandem axle at the rear whose distance between the centre of the rear axle of the front tandem axle and the centre of the front axle of the tandem axle at the rear is less than 3 metres, as shown below, belongs to this category :

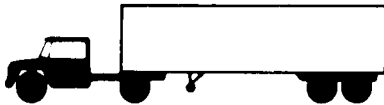


"d" is less than 3 metres

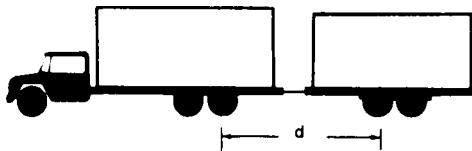
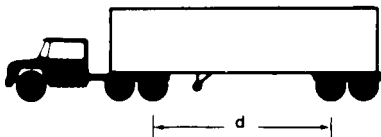
A.5 Every combination of vehicles that consists of a tractor coupled to a semi-trailer or tractor vehicle coupled to a trailer that forms a combination of a front axle and 2 single axles, as shown below, belongs to this category :



A.6 Every combination of vehicles that consists of a tractor vehicle coupled to a trailer that forms a combination of a front axle and 3 single axles or a tractor coupled to a semi-trailer that forms a combination of a front axle, a single axle and a tandem axle, as shown below, belongs to this category:



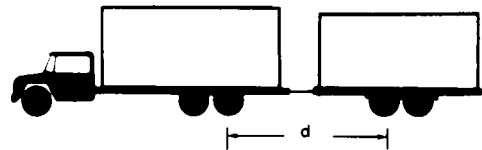
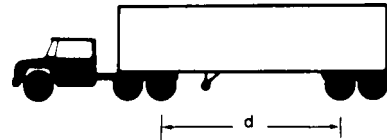
A.7 Every tractor coupled to a semi-trailer or every tractor vehicle coupled to a trailer that forms a combination of 5 axles, 4 of which form 2 tandem axles and whose distance between the centre of the rear axle of the first tandem axle and the centre of the front axle of the second tandem axle is 3 metres or more, as shown below, belongs to this category:



"d" is 3 metres or more

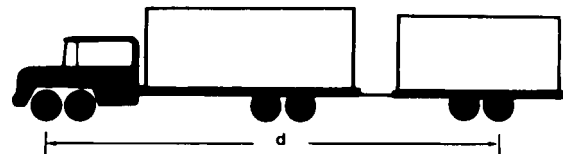
A.8 Every tractor coupled to a semi-trailer or every tractor vehicle coupled to a trailer that forms a combination of 5 axles, 4 of which form 2 tandem

axles and whose distance between the centre of the rear axle of the first tandem axle and the centre of the front axle of the second tandem axle is less than 3 metres, as shown below, belongs to this category:



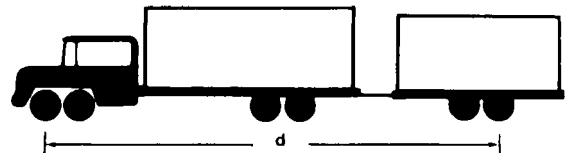
"d" is less than 3 metres

A.9 Every tractor vehicle coupled to a trailer that forms a combination of 3 tandem axles and whose distance between the leading and rear axles of the combination is 15,5 metres or more, as shown below, belongs to this category:



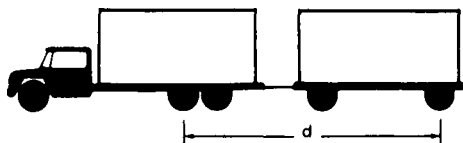
"d" is 15,5 metres or more

A.10 Every tractor vehicle coupled to a trailer that forms a combination of 3 tandem axles and whose distance between the leading and rear axles of the combination is less than 15,5 metres, as shown below, belongs to this category:



"d" is less than 15,5 metres

A.11 Every tractor vehicle coupled to a trailer that forms a combination of 5 axles, 2 of which form a tandem axle placed under the rear of the tractor vehicle or under the rear of the trailer and whose distance between the centre of the front axle of the tandem axle and the centre of the rear axle of the trailer or the centre of the rear axle of the tractor vehicle and the centre of the rear axle of the tandem axle is 8 metres or more, as shown below, belongs to this category:

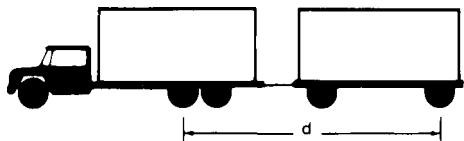


"d" is 8 metres or more

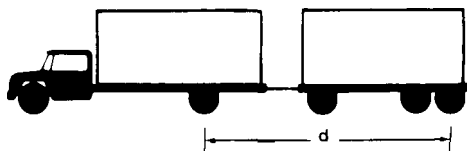


"d" is 8 metres or more

A.12 Every tractor vehicle coupled to a trailer that forms a combination of 5 axles, 2 of which form a tandem axle placed under the rear of the tractor vehicle or under the rear of the trailer and whose distance between the centre of the front axle of the tandem axle and the centre of the rear axle of the trailer or the centre of the rear axle of the tractor vehicle and the centre of the rear axle of the tandem axle is less than 8 metres, as shown below, belongs to this category:

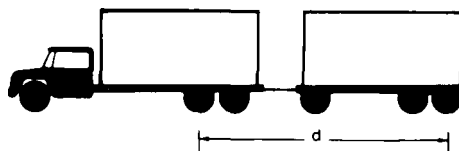


"d" is less than 8 metres



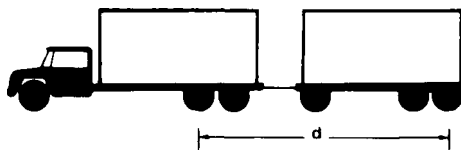
"d" is less than 8 metres

A.13 Every tractor vehicle coupled to a trailer that forms a combination of 6 axles, 4 of which form 2 tandem axles and whose distance between the centre of the front axle of the tandem axle of the tractor vehicle and the centre of the last axle of the rear tandem axle of the trailer is 11 metres or more, as shown below, belongs to this category:



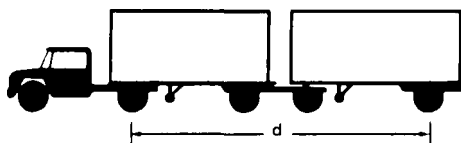
"d" is 11 metres or more

A.14 Every tractor vehicle coupled to a trailer that forms a combination of 6 axles, 4 of which form 2 tandem axles and whose distance between the centre of the front axle of the tandem axle of the tractor vehicle and the centre of the last axle of the rear tandem axle of the trailer is less than 11 metres, as shown below, belongs to this category:



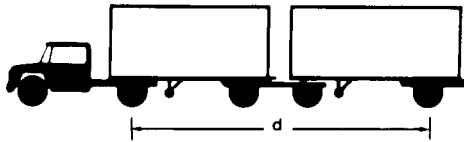
"d" is less than 11 metres

A.15 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 5 single axles and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is 10,5 metres or more, as shown below, belongs to this category:



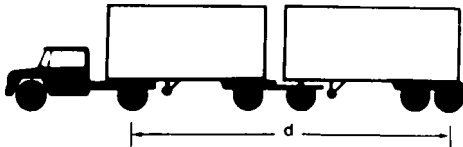
"d" is 10,5 metres or more

A.16 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 5 single axles and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is less than 10,5 metres, as shown below, belongs to this category:



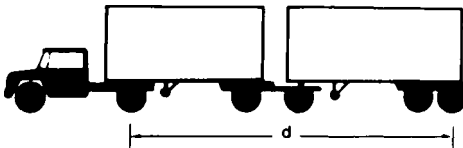
"d" is less than 10,5 metres

A.17 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form a tandem axle at the rear of the combination and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is 13,5 metres or more, as shown below, belongs to this category:



"d" is 13,5 metres or more

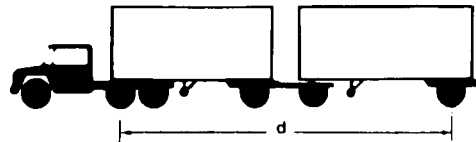
A.18 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form a tandem axle at the rear of the combination and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is less than 13,5 metres, as shown below, belongs to this category:



"d" is less than 13,5 metres

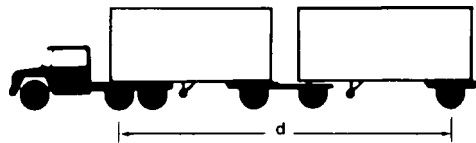
A.19 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form the tandem axle of the tractor and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle

of the combination is 14 metres or more, as shown below, belongs to this category:



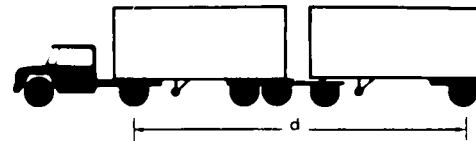
"d" is 14 metres or more

A.20 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form the tandem axle of the tractor and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is less than 14 metres, as shown below, belongs to this category:



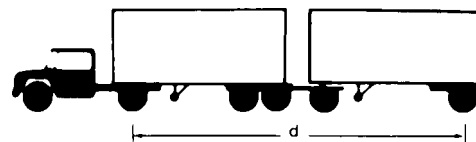
"d" is less than 14 metres

A.21 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form a tandem axle under the semi-trailer and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is 15,5 metres or more, as shown below, belongs to this category:



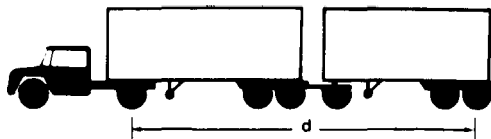
"d" is 15,5 metres or more

A.22 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 6 axles, 2 of which form a tandem axle under the semi-trailer and whose distance between the centre of the rear axle of the tractor and the centre of the rear axle of the combination is less than 15,5 metres, as shown below, belongs to this category:



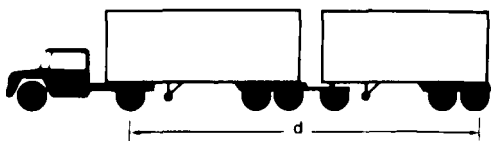
"d" is less than 15,5 metres

A.23 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 7 axles, 4 of which form 2 tandem axles, one of which is at the rear of the semi-trailer and the other at the rear extremity of the combination and whose distance between the centre of the rear axle of the tractor and the centre of the last axle of the combination is 15,5 metres or more, as shown below, belongs to this category:



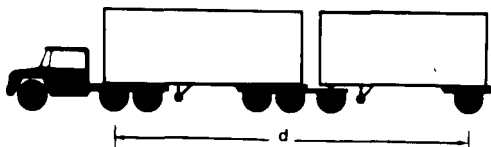
"d" is 15,5 metres or more

A.24 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 7 axles, 4 of which form 2 tandem axles one of which is at the rear of the semi-trailer and other at the rear extremity of the combination and whose distance between the centre of the rear axle of the tractor and the centre of the last axle of the combination is less than 15,5 metres, as shown below, belongs to this category:



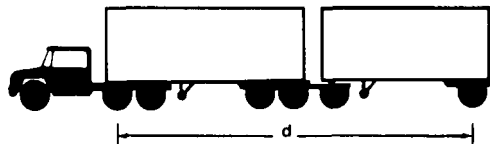
"d" is less than 15,5 metres

A.25 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 7 axles, 4 of which form 2 tandem axles one of which is at the rear of the tractor, the other at the rear of the semi-trailer and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is 15,5 metres or more, as shown below, belongs to this category:



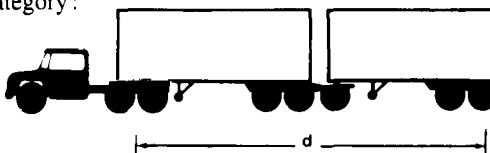
"d" is 15,5 metres or more

A.26 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 7 axles, 4 of which form 2 tandem axles one of which is at the rear of the tractor, the other at the rear of the semi-trailer and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is less than 15,5 metres, as shown below, belongs to this category:



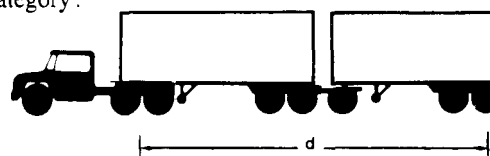
"d" is less than 15,5 metres

A.27 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 8 axles, 6 of which form 3 tandem axles the first of which is at the rear of the tractor, the second at the rear of the semi-trailer and the last at the rear of the combination and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is 15,5 metres or more, as shown below, belongs to this category:



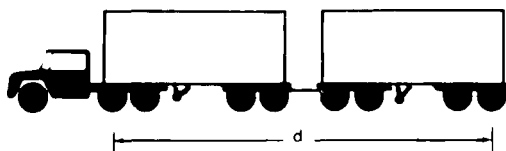
"d" is 15,5 metres or more

A.28 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 8 axles, 6 of which form 3 tandem axles the first of which is at the rear of the tractor, the second at the rear of the semi-trailer and the last at the rear of the combination and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is less than 15,5 metres, as shown below, belongs to this category:



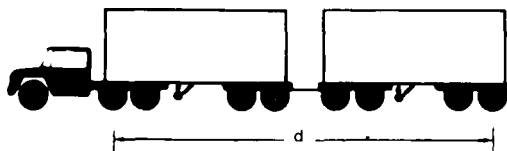
"d" is less than 15,5 metres

A.29 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 9 axles, 8 of which form 4 tandem axles and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is 15,5 metres or more, as shown below, belongs to this category :



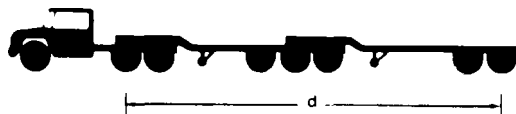
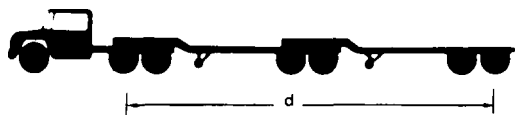
"d" is 15,5 metres or more

A.30 Every tractor coupled to a semi-trailer and to a trailer that forms a combination of 9 axles, 8 of which form 4 tandem axles and whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is less than 15,5 metres, as shown below, belongs to this category :



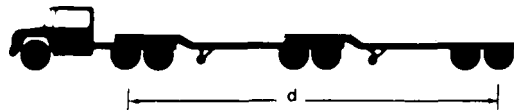
"d" is less than 15,5 metres

A.31 Every tractor coupled to 2 semi-trailers or trailers that form a combination of 7 or 8 axles whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is 15,5 metres or more, as shown below, belongs to this category :



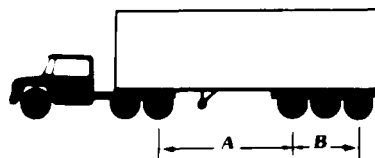
"d" is 15,5 metres or more

A.32 Every tractor coupled to 2 semi-trailers or trailers that form a combination of 7 or 8 axles whose distance between the centre of the front axle of the tandem of the tractor and the centre of the rear axle of the combination is less than 15,5 metres, as shown below, belongs to this category :



"d" is less than 15,5 metres

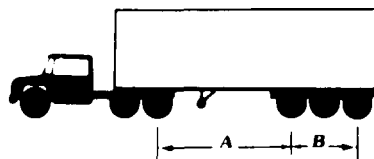
A.33 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.11 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.11 is 3 metres or more, as shown below, belongs to this category :



A is 3 metres or more

B is 2,4 metres or more but less than 3 metres

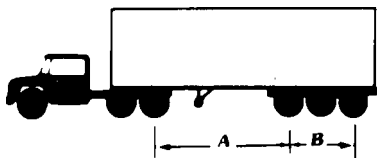
A.34 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.11 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.11 is less than 3 metres, as shown below, belongs to this category :



A is less than 3 metres

B is 2,4 metres or more but less than 3 metres

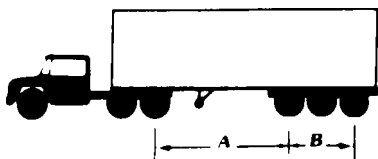
A.35 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.12 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.12 is 3,3 metres or more, as shown below, belongs to this category:



A is 3,3 metres or more

B is 3 metres or more but less than 3,6 metres

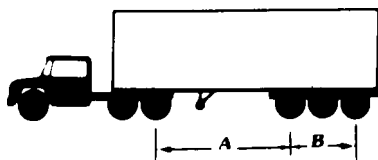
A.36 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.12 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.12 is less than 3,3 metres, as shown below, belongs to this category:



A is less than 3,3 metres

B is 3 metres or more but less than 3,6 metres

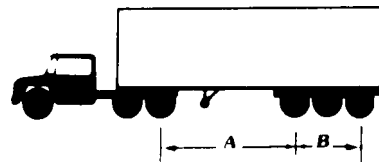
A.37 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.13 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.13 is 3,9 metres or more, as shown below, belongs to this category:



A is 3,9 metres or more

B is 3,6 metres or more but less than 4,2 metres

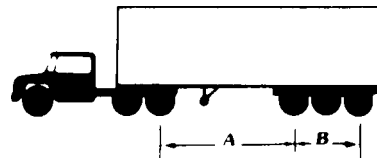
A.38 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.13 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.13 is less than 3,9 metres, as shown below, belongs to this category:



A is less than 3,9 metres

B is 3,6 metres or more but less than 4,2 metres

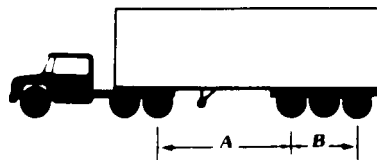
A.39 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.14 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.14 is 4,2 metres or more, as shown below, belongs to this category:



A is 4,2 metres or more

B is 4,2 metres or more but less than 4,8 metres

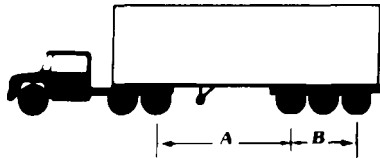
A.40 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.14 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.14 is less than 4,2 metres, as shown below, belongs to this category:



A is less than 4,2 metres

B is 4,2 metres or more but less than 4,8 metres

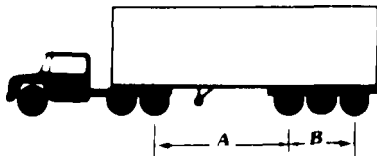
A.41 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.15 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.15 is 4,5 metres or more, as shown below, belongs to this category:



A is 4,5 metres or more

B is 4,8 metres or more

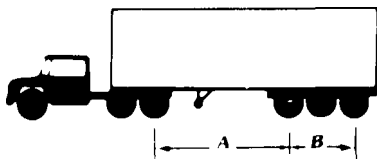
A.42 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.15 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.15 is less than 4,5 metres, as shown below, belongs to this category:



A is less than 4,5 metres

B is 4,8 metres or more

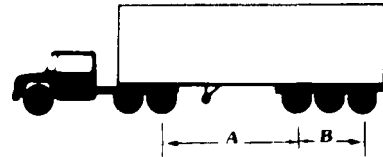
A.43 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.16 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.16 is 3,3 metres or more, as shown below, belongs to this category:



A is 3,3 metres or more

B is 3 metres or more but less than 3,6 metres

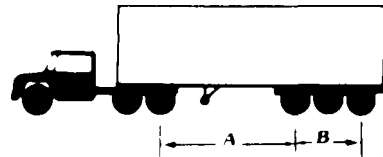
A.44 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.16 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.16 is less than 3,3 metres, as shown below, belongs to this category:



A is less than 3,3 metres

B is 3 metres or more but less than 3,6 metres

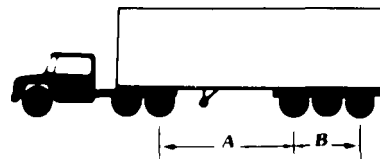
A.45 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.17 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.17 is 3,9 metres or more, as shown below, belongs to this category:



A is 3,9 metres or more

B is 3,6 metres or more but less than 4,2 metres

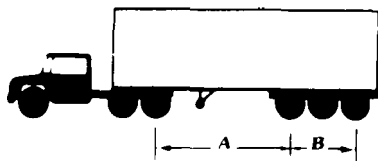
A.46 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.17 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.17 is less than 3,9 metres, as shown below, belongs to this category:



A is less than 3,9 metres

B is 3,6 metres or more but less than 4,2 metres

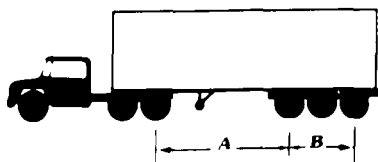
A.47 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.18 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.18 is 4,2 metres or more, as shown below, belongs to this category:



A is 4,2 metres or more

B is 4,2 metres or more but less than 4,8 metres

A.48 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.18 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.18 is less than 4,2 metres, as shown below, belongs to this category:

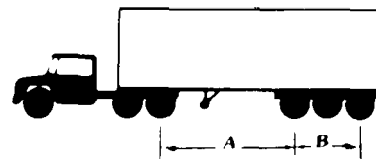


A is less than 4,2 metres

B is 4,2 metres or more but less than 4,8 metres

A.49 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.19 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to

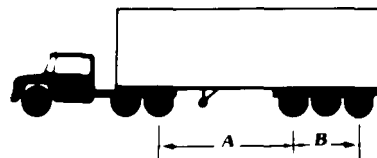
category B.19 is 4,5 metres or more, as shown below, belongs to this category:



A is 4,5 metres or more

B is 4,8 metres and more

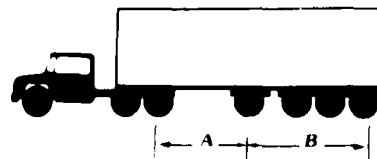
A.50 Every tractor coupled to a semi-trailer that forms a combination of 6 axles, 2 of which form a tandem axle that is at the rear of the tractor, 3 of which belong to category B.19 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.19 is less than 4,5 metres, as shown below, belongs to this category:



A is less than 4,5 metres

B is 4,8 metres and more

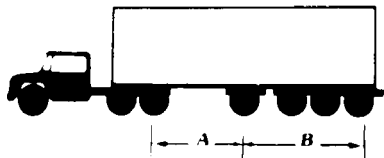
A.51 Every tractor coupled to a semi-trailer that forms a combination of 7 axles, 2 of which form a tandem axle that is at the rear of the tractor, 4 of which belong to category B.20 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.20 is 4,5 metres or more, as shown below, belongs to this category:



A is 4,5 metres or more

B is 4,8 metres or more

A.52 Every tractor coupled to a semi-trailer that forms a combination of 7 axles, 2 of which form a tandem axle that is at the rear of the tractor, 4 of which belong to category B.20 and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle that belongs to category B.20 is less than 4,5 metres, as shown below, belongs to this category :



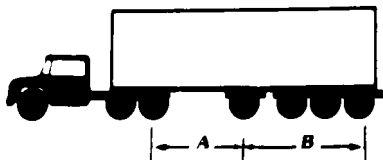
A is less than 4,5 metres

B is 4,8 metres or more

A.53 Every single unit motor vehicle that does not belong to a category already established belongs to this category.

A.54 Every combination of vehicles that does not belong to a category already established belongs to this category.

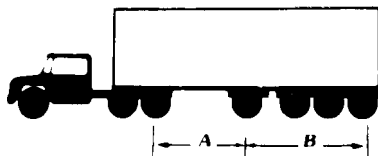
A.55 Every tractor coupled to a semi-trailer that forms a combination of 7 axles, 2 of which form one tandem axle at the rear of the tractor, 4 of which belong to category B.23, and whose distance between the centre of the rear axle of the first tandem axle and the centre of the front axle of the axles that belong to category B.23 is 4,2 metres or more, as shown below, belongs to this category :



A is 4,2 metres or more

B is 4,2 metres or more but less than 4,8 metres

A.56 Every tractor coupled to a semi-trailer that forms a combination of 7 axles, 2 of which form a tandem axle at the rear of the tractor, 4 of which belong to category B.23, and whose distance between the centre of the rear axle of the tandem axle and the centre of the first axle of the axles that belong to category B.23 is less than 4,2 metres, as shown below, belongs to this category :



A is less than 4,2 metres

B is a maximum of 4,2 metres and a minimum of 4,8 metres

SCHEDULE B

(ss. 7 and 17)

The following categories of axles are established in accordance with the position of an axle or group of axles on a vehicle, the distance between the axes of the axles and their mechanical specifications :

B.1 “Front axles” : every single axle or combination of 2 axles belongs to this category that :

(a) is not included in the expression “tandem axle” in the case of a combination of axles ;

(b) is at the front of a motor vehicle or a combination of vehicles ; and

(c) is operated by the steering wheel.

B.2 “Front tandem axle” : every tandem axle that is at the front of a motor vehicle or a combination of vehicles and that is operated by the steering wheel belongs to this category.

B.3 A combination of 2 axles belongs to this category :

(a) where the distance between the axes of the combination of axles is less than 2,4 metres ; and

(b) where one of the axles is of the donkey type.

B.4 A combination of 2 single axles belongs to this category :

(a) where the distance between the axes of the combination of axles is less than 2,4 metres ; and

(b) where one of the axles is attached to the vehicle by a hydraulic or pneumatic suspension.

B.5 A combination of 3 axles belongs to this category :

(a) where the distance between the axes of the leading and rear axles of the combination is less than 3 metres ;

(b) where 2 of them form a tandem axle ; and

(c) where the other axle is a single axle attached to the vehicle by a hydraulic or pneumatic suspension.

B.6 Every single axle that does not belong to another category belongs to this category.

B.7 A tandem axle that does not belong to another category whose distance between the axes of the 2 axles is 1 metre or more but less than 1,5 metres belongs to this category.

B.8 A tandem axle that does not belong to another category whose distance between the axes of the 2 axles is 1,5 metres or more but less than 1,8 metres belongs to this category.

B.9 A tandem axle that does not belong to another category whose distance between the axes of the leading and rear axles is 1,8 metres or more but less than 2,4 metres belongs to this category.

B.10 A tandem axle that does not belong to another category whose distance between the axes of the 2 axles is 2,4 metres or more belongs to this category.

B.11 A triple axle, located under a semi-trailer, whose distance between the axes of the leading and rear axles of the combination is 2,4 metres or more but less than 3 metres belongs to this category.

B.12 A triple axle, located under a semi-trailer, whose distance between the axes of the leading and rear axles of the combination is 3 metres or more but less than 3,6 metres belongs to this category.

B.13 A triple axle, located under a semi-trailer, whose distance between the axes of the leading and rear axles of the combination is 3,6 metres or more but less than 4,2 metres belongs to this category.

B.14 A triple axle located under a semi-trailer, whose distance between the axes of the leading and rear axles of the combination is 4,2 metres or more but less than 4,8 metres belongs to this category.

B.15 A triple axle, located under a semi-trailer, whose distance between the axes of the leading and rear axles of the combination is 4,8 metres or more belongs to this category.

B.16 A combination of axles formed of a single axle and a tandem axle located under a semi-trailer and whose distance between the axes of the leading and rear axles of the combination is 3 metres or more but less than 3,6 metres belongs to this category.

B.17 A combination of axles formed of a single axle and a tandem axle located under a semi-trailer and whose distance between the axes of the leading and rear axles is 3,6

metres or more but less than 4,2 metres belongs to this category.

B.18 A combination of axles formed of a single axle and a tandem axle located under a semi-trailer and whose distance between the axes of the leading and rear axles is 4,2 metres or more but less than 4,8 metres belongs to this category.

B.19 A combination of axles formed of a single axle and a tandem axle located under a semi-trailer and whose distance between the axes of the leading and rear axles is 4,8 metres or more belongs to this category.

B.20 A combination of 4 axles located under a semi-trailer whose distance between the leading and rear axles is 4,8 metres or more belongs to this category.

B.21 A combination of 2 axles or more whose distance between the leading and rear axles is less than 1 metre belongs to this category.

B.22 A combination of 3 axles or more whose distance between the leading and rear axles is greater than 1 metre but less than 2,4 metres belongs to this category.

B.23 A combination of 4 axles under a semi-trailer whose distance between the furthest axles is 4,2 metres or more but less than 4,8 metres belongs to this category.

SCHEDULE C

(s. 1)

PUBLIC HIGHWAY "SPECIAL" CLASS

The following belong to this class :

1. The road comprised within the boundaries described below :

Starting at the intersection of Industrial Park Road and Highway 109 connecting Amos to Matagami, which intersection is located at chain number 145-19, to the intersection of said Highway 109 and the road leading to James Bay, which intersection is located at chain number 312-54, with a distance of 5,15 kilometres between these 2 intersections. Thence, a distance of 5,95 kilometres crossing the Bell River Bridge, to the place where the barrier restricting public access to the other part of the road leading to James Bay is presently located, which barrier belongs to the Société d'énergie de la Baie James and is controlled by the James Bay municipality police force.

O.C. 2458-80, (1980) 112 G.O.II, 3957

O.C. 2925-80, (1980) 112 G.O.II, 4163

O.C. 3002-81, (1981) 113 G.O.II, 3620



c. C-24, r.23

Regulation respecting manufacturing standards for tires made for pleasure vehicles

Highway Code
(R.S.Q., c. C-24, s. 109)

1. Standards CSA D238.1-1968 and CSA D238.2-1968 are adopted from and after 1 July 1968.

2. From and after this date, no one must sell, offer or replace for use on public roads, tires which are not conformable to the standards established by the Canadian Standard Association and which are not designated by CSA D238.1-1968 and CSA D238.2-1968.

3. All new passenger car and station wagon tires manufactured before 1 July 1968 that meet the requirements of the standards identified by the designation V-1, RMA-1, S.A.E.-J918 or the equivalent are recognized for the purposes of this Regulation and, as of 1 January 1969, such tires will bear the markings and labels required by subsections 3.3.1 and 3.3.2 of CSA standard D238.1-1968.

O.C. 1881-68, (1968) 100 O.G., 3813
O.C. 3247-68, (1968) 100 O.G., 5735



c. C-24, r.24

**Arrêté sur les normes relatives aux
torches portatives, lampes ou lanternes
électriques et réflecteurs portatifs**

Highway Code

(R.S.Q., c. C-24, s. 28)

See French Edition



c. C-24, r.25

Regulation prescribing a special warning emblem for slow-moving vehicles

Highway Code
(R.S.Q., c. C-24)

- 1.** All vehicles, except a bicycle, and all combinations of vehicles the normal highway speed of which is 40 kilometres per hour or less, must be equipped with a warning emblem attached to a durable, rigid and weather-proof backing.
- 2.** The emblem consists of a triangular orange fluorescent marker with a dark red reflective border, conforming on all points with the CSA D198-1967 standard of the Canadian Standards Association, a marker which it is now possible to obtain on the market.
- 3.** The said marker must be affixed to the rear of the vehicle or combination of vehicles, approximately at the center, and its base must be between 1 metre and 1,50 metres above the ground.
- 4.** In normal weather conditions, this marker must be completely visible at any distance between 180 metres and 30 metres during the day and also at night when it is directly in front of the headlights of a motor vehicle.
- 5.** The use of this marker does not exclude the lights, reflectors and other signalling devices required by the Highway Code (R.S.Q., c. C-24).

O.C. 3571-68, (1968) 100 O.G., 6373
O.C. 980-80, (1980) 112 G.O.II, 1649, 1652



c. C-24, r.26

Regulation respecting drivers' permits

Highway Code
(R.S.Q., c. C-24, s. 109)

DIVISION I DEFINITIONS

1. In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) "medical report" : the report issued by a physician attesting to the state of health of a person ;
- (b) "driving examination" or "examination" : the examination contemplated in section 4 ;
- (c) "examiner" : any person who, pursuant to subsection 1 of section 18 of the Highway Code (R.S.Q., c. C-24), is authorized by the Minister of Transport to give the driving examination ;
- (d) "learner-driver's permit" : the permit contemplated in subsection 4 of section 16 of the Highway Code ;
- (e) "restriction" : a limitation of the rights granted in virtue of the driving permit with respect to the vehicle, the time, the place or the holder himself ;
- (f) "non-resident" : a person whose domicile is outside of Québec ;
- (g) "conglomeration" : an urban conglomeration described in Schedule A ;
- (h) "region" : the territory not included in a conglomeration ;
- (i) "conurbation" : a group of contiguous conglomerations as described in Schedule A ;
- (j) "Régie's signature" : the signature of a person authorized to bind the Régie de l'assurance automobile du Québec, given under his own hand, or the reproduction thereof affixed by mechanical means ;
- (k) "holder" : every person who holds a permit in his own name ;
- (l) "class" : listing established in accordance with the competence and experience of the holder of a driver's permit.

2. Any driver's permit issued under this Regulation must, until 31 May 1981, be listed under one or several of the following classes :

Class 1.1 : any autobus with standard transmission and having a seating capacity of over 24 passengers together with vehicles of classes 1.2, 1.3, 2, 3, 4, 6, 7 and 8 ;

Class 1.2 : any autobus with automatic transmission and having a seating capacity of over 24 passengers together with vehicles of classes 1.3, 2, 3, 4, 6, 7 and 8 ;

Class 1.3 : any autobus having a seating capacity of 24 passengers or less together with vehicles of classes 2, 3, 4, 6, 7 and 8 ;

Class 2 : any motor vehicle except an autobus with passengers and a motorcycle ;

Class 3 : any motor vehicle except :

- (a) an autobus with passengers ;
- (b) a combination of vehicles whose total loaded mass is 11 000 kilograms and over ; and
- (c) a motorcycle ;

Class 4 : any motor vehicle except :

- (a) an autobus with passengers ;
- (b) a vehicle or a combination of vehicles whose total loaded mass exceeds 11 000 kilograms ; and
- (c) a motorcycle ;

Class 5.4 : any motorcycle together with vehicles of classes 6, 7 and 8 ;

Class 5.5 : any motorcycle with an engine capacity of 400 cubic centimetres or less together with vehicles of classes 6, 7 and 8 ;

Class 5.6 : any motorcycle with an engine capacity of 125 cubic centimetres or less together with vehicles of classes 6, 7 and 8 ;

Class 6 : any farm tractor ;

Class 7 : any snowmobile ;

Class 8 : any other type of motor vehicle determined by the Régie.

However, a driver's permit of class 1.1, 1.2 or 1.3 issued after 1 May 1980 does not authorize vehicles of classes 2 and 3 to be driven unless the applicant has passed the examinations required for those classes or unless he already

holds a permit authorizing him to drive vehicles of classes 2 and 3.

3. (1) Any driver's permit or any learner-driver's permit issued under this Regulation must, as of 1 June 1981, be listed under one or several of the following classes :

Class 11 : any autobus with standard transmission and having a seating capacity of over 24 passengers as well as vehicles of classes 12, 13, 41, 42, 61 and 71 ;

Class 12 : any autobus with automatic transmission and having a seating capacity of over 24 passengers as well as vehicles of classes 13, 41, 42, 61 and 71 ;

Class 13 : any autobus having a seating capacity of 24 passengers or less as well as vehicles of classes 41, 42, 61 and 71 ;

Class 21 : any motor vehicle together with vehicles of classes 22, 41, 42, 61 and 71 except :

- (a) an autobus with passengers ;
- (b) a taxicab ; and
- (c) a motorcycle ;

Class 22 : any motor vehicle together with vehicles of classes 41, 42, 61 and 71, except :

- (a) an autobus with passengers ;
- (b) a combination of vehicles whose total loaded mass is 11 000 kilograms and over ;
- (c) a taxicab ; and
- (d) a motorcycle ;

Class 31 : any taxicab together with vehicles of classes 41, 42, 61 and 71 ;

Class 41 : any motor vehicle and any combination of vehicles whose total loaded mass is less than 11 000 kilograms together with vehicles of classes 42, 61 and 71, except :

- (a) an autobus with passengers ;
- (b) a taxicab ; and
- (c) a motorcycle ;

Class 42 : any vehicle of class 41 except public vehicles ;

Class 54 : any motorcycle together with vehicles of classes 61 and 71 ;

Class 55 : any motorcycle with an engine capacity of 400 cubic centimetres or less together with vehicles of classes 61 and 71 ;

Class 56 : any motorcycle with an engine capacity of 125 cubic centimetres or less together with vehicles of classes 61 and 71 ;

Class 61 : any farm tractor together with vehicles of class 71 ;

Class 71 : any snowmobile ;

Class 72 :

(1) Any snowmobile driven by a person of 10 or 11 years of age under the supervision of a person who has attained his majority and who already holds a permit entitling him to drive such a vehicle.

(2) To obtain a class 11, 12 or 13 driver's permit, a person must have held :

- (a) a class 41 or 42 driver's permit for 3 years ;
- (b) a class 31 permit for 2 years ; or
- (c) a class 21 or 22 permit for 1 year.

(3) To obtain a class 21 or 22 driver's permit, a person must have held :

- (a) a class 41 or 42 permit for 2 years ; or
- (b) a class 31 permit for 1 year.

(4) To obtain a class 31 permit, a person must have attained his majority and held a class 41 or 42 permit for 1 year.

(5) To obtain a class 41 permit, a person must have attained his majority.

(6) Subsections 2 to 5 apply as of 1 June 1981 to any person who applies for a driver's permit for the first time. A driver's permit issued before that date will, at the time of its renewal, be included in the classification provided for in subsection 1 without an ensuing loss of privilege for the holder.

DIVISION II

TERMS AND CONDITIONS FOR OBTAINING A DRIVER'S PERMIT

4. The privilege of driving a motor vehicle shall be granted according to the competence determined at the time of an examination taken before an examiner, whether the person already holds a driver's permit, whether a driver's permit has already been issued in his name, or whether he wishes to obtain a permit.

Any person applying for a driver's permit other than a permit to operate a snowmobile or a farm tractor must take an examination with a motor vehicle corresponding to the class of permit he is applying for.

5. (1) Within the scope of subsection 1 of section 18 of the Highway Code (R.S.Q., c. C-24), the examination shall establish the degree of knowledge, skill, and physical

and intellectual aptitude required of every person for such person to obtain the class of permit he requires.

(2) Physical and intellectual aptitude shall be determined by the Régie according to :

(a) the means available to the examiner in the performance of his duties ;

(b) the study of the medical report contemplated in subsection 2 of section 18 of the Highway Code ; and

(c) the consideration of any other medical report which the Régie deems advisable to request or that is required under the Act ;

(d) the Medical Guide to determine ability to drive a motor vehicle published by the Bureau des véhicules automobiles in July 1973 and present amendments of this Guide, approved by the Director of the Bureau des véhicules automobiles, the Régie and by the Medical Advisory Committee and published as a part of this Guide.

(3) The theoretical and practical knowledge shall specifically concern traffic rules, road signs, the functioning of a vehicle, the principles of road safety provided for in the Highway Code or decreed under the Highway Code or another relevant Act.

(4) Such knowledge shall be judged according to :

(a) the verbal and written answers given to a series of pertinent questions on theoretical subjects ; and

(b) the performance of the person concerned when, in the presence of an examiner, he drives a motor vehicle or a device approved by the Régie which simulates the driving of a motor vehicle.

6. The following persons shall undergo the examination :

(a) the person requesting a driving permit for the first time ;

(b) a person whose driving permit expired 3 or more years ago ;

(c) a person who wishes to have one or several classes of his driver's permit modified.

7. The Régie may also summon any holder of a driving permit to undergo the examination :

(a) who was driving a motor vehicle when such vehicle was involved in an accident ;

(b) who has been prohibited from driving a motor vehicle or whose driving permit has been suspended ;

(c) who is aged 70 years or more ;

(d) whose conduct on the public highway or whose state of health gives reason to believe that his competency to drive should be verified ;

(e) who wishes to have one or several restrictions of his driver's permit modified ;

(f) who has not undergone an examination for 3 years ;

(g) who applies to have his driver's permit renewed.

8. Notwithstanding section 5, the Régie may require a partial examination only, except for persons contemplated in section 6.

9. In case of failure, a person shall not be permitted to undergo a new examination prior to the expiry of 8 days from the date of failure of the driving examination.

In case of failure in an examination for a permit contemplated in section 33, a new application for a permit shall not be accepted prior to the expiry of at least 2 months from the date of such failure.

10. Where the person concerned fails the examination, the supplementary examination shall be considered as a new examination, except in the case of a reexamination provided by section 7.

11. According to the examination result, the permit may be refused, modified, cancelled or granted with or without restriction.

12. Any driver's permit issued on a temporary basis is renewed on the expiry date under the conditions provided for in this Regulation for a driver's permit and its expiry date is fixed according to section 16.

13. Except for a permit to operate a snowmobile or farm tractor, a person governed by paragraph *a* of section 6 must, to obtain a driver's permit, hold a learnerdriver's permit.

14. (1) Every person contemplated in section 6 shall send to the Régie an authentic copy in French or in English of his birth certificate, or any other document being *prima facie* proof of his identity and of the place and date of his birth.

(2) Upon request of the Régie, every person contemplated in section 7 shall also furnish one or other of the documents required under subsection 1.

DIVISION III FEES

15. (1) The Régie shall collect the following fees for the issuance or renewal of the permits issued under this Regulation :

(a) for every driving permit, except the snowmobile driving permit : 6 \$ per year ;

(b) for every learner's permit : 3 \$;

(c) for every duplicate of a driving permit : 3 \$;

(d) for every examination or part of an examination referred to in section 6 : 10 \$;

(e) for every supplementary driving examination or part of a supplementary driving examination mentioned in subparagraph *d* taken within 60 days of the examination failed : 5 \$ upon presentation of the receipt issued by the Régie at the time of the examination failed ;

(f) for every taxicab chauffeur's permit : 10 \$ per year ;

(g) for every duplicate of a taxicab chauffeur's permit : 5 \$;

(h) for every examination or part of an examination for a taxicab chauffeur's permit contemplated in section 38 : 10 \$;

(i) for every supplementary examination or part of a supplementary examination mentioned in subparagraph *h* taken within 60 days of the examination failed but not exceeding the 120 days of the said examination : 5 \$ upon presentation of the receipt issued by the Régie at the time of the examination failed ;

(j) for every snowmobile driving permit : 5 \$ per year ;

(k) for every driving examination or part of a driving examination for a snowmobile driving permit : 5 \$;

(l) for every supplementary examination or part of a supplementary examination mentioned in subparagraph *k* taken within 60 days of the examination failed : 3 \$ upon presentation of the receipt issued by the Régie at the time of the examination failed ;

(m) for every examination referred to in paragraph *c* of section 6 or paragraph *e* of section 7, that modifies a class or restriction of a driver's permit : 10 \$, except where the holder takes the examination at the request of the Régie.

No fee shall be paid for a modified permit issued following an examination prescribed in this Regulation where the said examination was passed within 3 months prior to the expiry date of that permit to be modified.

(2) No information on the permits issued by the Régie may be given in any manner or form without the express authorization of the Régie or a person assigned by it for such purpose. Such information may be given only if the applicant proves that he has a legitimate interest in obtaining it. However, the information thus given may not be resold, given or revealed without express authorization to that effect.

Every request for information relating to a driving permit entailing specific research by computer is, notwithstanding the means of transmitting the information, subject to the following tariff :

(a) 0,05 \$ per item for less than 10 000 requests, constituting a minimum fee of 100 \$;

(b) 0,025 \$ per item for 10 000 and more but less than 100 000 requests, constituting a minimum fee of 500 \$;

(c) 0,01 \$ per item for 100 000 and more but less than 500 000 requests, constituting a minimum fee of 2 500 \$;

(d) 0,003 \$ per item for 2 000 000 and more requests, constituting a minimum fee of 5 000 \$.

In addition to the fees per item, a fee of 130 \$ per hour of computer time shall be exacted.

The Régie may furnish information on a driving permit, free of charge, to a public police force, to another department or body of the provincial governments or the federal government, to a person on his own permit or to a person for whom such information is essential pursuant to a law or regulation.

(3) Subject to subsection 2, every request for information : 2 \$ per item.

DIVISION IV EXPIRY OF PERMITS

16. Unless the attesting document indicates otherwise, any driver's permit other than a temporary permit, belonging to the class appropriate to it under this Regulation, and any taxicab chauffeur's permit, shall expire on the birthday of the holder :

(a) in the even-numbered year following the issue or renewal thereof, for any person born in an even-numbered year ;

(b) in the odd-numbered year following the issue or renewal thereof, for every person born in an odd-numbered year.

DIVISION V

PROVISIONS CONCERNING PERMITS

17. Any duplicate of a driver's permit may be issued only when the Régie has been furnished with proof that the original of the permit was lost, mutilated, or destroyed. The issue of a duplicate cancels and replaces the permit issued previously.

18. No person may hold more than one valid driver's permit issued by the Régie. Where a permit is renewed, the person receiving it must destroy the permit he holds that is still in effect.

19. (1) Every driving permit issued by the Régie shall contain at least the following items :

- (a) the number of the permit ;
 - (b) the date of its coming into force and of its expiration ;
 - (c) the holder's surname and his given name followed, where applicable, by the surname of the spouse of the married women ;
 - (d) the holder's address ;
 - (e) the holder's social insurance number ;
 - (f) the characteristics of identification such as colour of eyes, height, sex and shall also contain a space provided for the holder's signature ;
 - (g) the class(es) of permit issued and restriction(s), where applicable ;
 - (h) the signature of a person authorized to bind the Régie ;
 - (i) the sequential number.
- (2) No driving permit is valid unless it has been signed by the holder in the space reserved for such purpose.

20. The surname and given name to be written on a driver's permit shall be the surname and given names customarily used appearing on the birth certificate or, if the person has no birth certificate, those appearing on the proof of identity accepted by the Régie.

The surname of the husband of a married woman may be added to that appearing on the wife's birth certificate, if the wife has made a written request to the Régie to that effect.

However, a permit issued to a married woman, in the name of the husband only, remains valid if it was issued before 5 November 1979. A married woman who wishes to change such name must produce at the Régie her birth

certificate or, if she has no birth certificate, any other proof of identity.

21. (1) The address to be shown on the driver's permit is that of the domicile of its holder in Québec. If the holder has no domicile in Québec, the Régie may not issue him a driver's permit except under Division VI, in which case the place of residence is considered to be that of the domicile.

(2) A person is considered to have kept his domicile in Québec in the following cases :

- (a) if he is staying outside Québec as a student pursuing a study programme in an educational institution ;
- (b) if he is staying outside Québec and is enrolled as a full-time trainee in a university, an institution affiliated to a university, a research institute, or a governmental or international agency ;
- (c) if he is a civil servant employed by the Gouvernement du Québec or the Government of Canada who is posted outside Québec ;
- (d) if he has been staying outside Québec for 12 consecutive months, while his spouse and children have remained in Québec ;
- (e) if he is employed by a non-profit organization having its head office in Canada, and if he is working abroad as part of a programme of international aid or cooperation ;
- (f) if he resides in Québec for at least 6 months per year.

(3) For the person referred to in subsection 2, the address which must appear on his driver's permit is that of the place of residence of a person in Québec by whom he may be reached.

22. When a permit or a renewal thereof is requested, the person making such request shall correctly answer all questions set forth on the form determined by the Régie.

DIVISION VI

STATUS OF FOREIGNERS

23. Any non-resident studying in an educational institution in Québec or who is part of a cultural exchange programme of the Government is exempted from obtaining a driver's permit for the period during which he is registered in the said institution or programme, as long as he already holds a valid driver's permit issued by another province, state or country which grants in such circumstances the same privilege to any resident of Québec. The spouse of the non-resident shall have the same privilege.

24. Upon proof that they hold a valid driving permit issued by their countries, the following non-residents are exempted from the examination for obtaining a driving permit :

- (a) every consul, every vice-consul or every person having the rank of consul or vice-consul, every trade delegate of a country or his assistant and their spouse ;
- (b) the president and the members of the secretariat of the International Civil Aviation Organization ; or
- (c) every permanent or temporary representative of a member country or state of the International Civil Aviation Organization.

25. Every valid international driving permit duly issued to a foreigner in his country is recognized in Québec for a period of 12 consecutive months immediately following its date of issue.

26. Any citizen who holds a valid driver's permit issued by another province may, if he establishes his domicile in Québec, exchange such permit for a Québec driver's permit of the corresponding class without taking an examination, upon payment of the required fees.

Unless there is an agreement between another province and Québec, that privilege does not apply to permits of classes 1.1, 1.2, 1.3, 2, 3, 5.4, 5.5 and 5.6 in section 2 or to permits of classes 11, 12, 13, 21, 22, 31, 41, 54, 55 and 56 in section 3.

27. Every non-resident who holds a valid driving permit duly issued by another province or his country, may drive a motor vehicle in Québec during a period not exceeding 3 consecutive months.

28. Every non-resident who holds a valid driving permit duly issued by another province or his country and who establishes his domicile in Québec, shall immediately obtain a Québec driving permit in order to drive a motor vehicle therein.

29. Every Canadian citizen who holds a valid driving permit issued by the Canadian Armed Forces may, upon payment of the required fees, obtain from the Régie, without examination, a Québec driving permit equivalent to that which he already holds.

DIVISION VII

SPECIAL PERMITS WITH RESTRICTIONS

30. The special permit issued under the second paragraph of section 118 of the Highway Code shall not give the holder thereof greater rights than those granted him

by the driving permit which he obtained or could have obtained according to the usual conditions of obtaining a driver's permit.

31. The Régie shall not issue the special permit with restrictions contemplated in section 30 unless :

- (a) he has received from a court, judge or magistrate a notice of a pertinent judgment ; and
- (b) the person judged fulfils the usual conditions provided under the Act and by this Regulation.

32. The Régie shall also issue a permit with restrictions where, under section 29 of the Highway Victims Indemnity Act (R.S.Q., c. I-5), it partially cancels the suspension of the driving permit of a holder for whom a proof of financial responsibility is produced, and covering only the operation of certain vehicles.

DIVISION VIII

TAXICAB CHAUFFEUR'S PERMIT

33. Notwithstanding this Regulation, no person shall operate a taxicab in service within the meaning of the Regulation respecting transport by taxicab (c. T-12, r.22), unless he has obtained a driver's permit hereinafter called "taxicab chauffeur's permit" and unless that permit is in force.

The taxicab chauffeur's permit is either a permit of the "conglomeration" category or a permit of the "region" category.

No permit relating to a conglomeration in paragraphs A.55 to A.59 of section 6 of Schedule A may be issued.

34. No person may obtain a taxicab chauffeur's permit unless :

- (a) he is at least 18 years of age and not more than 70 years of age ;
- (b) he is a Canadian citizen or a person who was legally admitted to Canada to permanently reside therein as a landed immigrant and who has been assigned a social insurance number ;
- (c) he is domiciled in Québec ;
- (d) he understands, speaks, reads and writes the French language well enough to be understood in that language or has passed the examination required by the Régie ;
- (e) he has held a driver's permit of one of classes 1.1 to 4 provided for in section 2 for not less than one year or, as

of 1 June 1981, a class 31 driver's permit provided for in section 3 ;

(f) he has furnished a medical report attesting that he has no physical disability which might prevent him from complying with this Regulation and with Regulation respecting transport by taxicab ;

(g) he has not been convicted during the preceding 2 years of an indictable offense punishable by imprisonment for 2 years or more ;

(h) he fulfills the ordinary conditions for obtaining and holding a driver's permit contemplated in sections 1 to 22 and 30 to 32 ; and

(i) he has passed the examination referred to in section 38 and has produced the documents referred to in sections 36 and 37.

35. Every taxicab chauffeur must display his permit inside the vehicle which he operates and remove it at the end of his shift.

36. Any person who wishes to obtain a taxicab chauffeur's permit for the first time or who has not renewed such a permit for 2 years must apply therefor to the Régie in writing, using the form made available to him for that purpose by the Régie.

37. The person contemplated in section 36 shall forward the following documents with his application :

(a) a photocopy of his social insurance card ;

(b) a photocopy of his driving permit within the meaning of the Highway Code ;

(c) a birth certificate or other document being *prima facie* proof of his identity and of the place and date of his birth ;

(d) a citizenship certificate in the case where the applicant was not born in Canada or another document attesting that the applicant is a person who was legally admitted to Canada to permanently reside therein as a landed immigrant and who was assigned a social insurance number ;

(e) a document of the Sûreté du Québec attesting that the applicant has not been convicted for 2 years of an indictable offense referred to in paragraph g of section 34 ;

(f) the medical report referred to in paragraph f of section 34.

38. In the case of an examination of a person who wishes to obtain a taxicab chauffeur's permit, such examination shall not only be in accordance with sections 4 and 5, but shall also determine :

(a) whether the candidate fulfils every condition set forth in section 34 ; and

(b) in the case of a permit of the "conglomeration" category, that he has sufficient knowledge of the roads, streets and public buildings situated in the conglomeration for which the permit is requested, as well as the municipal by-laws in force in the territory for which the permit is requested.

39. The certificate establishing the taxicab chauffeur's permit shall include, in particular :

(a) the holder's permit number ;

(b) in the case of a permit in the "conglomeration" category and a permit in the "region" category, the name of the conglomeration or region for which the permit is issued ;

(c) a colour print of the holder's photograph, for the current year, taken by a person authorized therefor by the Régie, and in which an indication of the holder's height appears on a graduated scale in the background ; and

(d) the date of expiry.

40. The permit of the "conglomeration" category authorizes its holder to operate a taxicab service from a point of origin situated within the conglomeration for which the permit is issued to a final destination situated within or outside of such conglomeration of the conurbation of which such conglomeration is part, whatever may be the intermediate destinations.

A permit of the "conglomeration" category shall not relate to more than one conglomeration.

The permit of the "region" category authorizes its holder to operate a taxicab service from a point of origin situated within a region to a final destination situated within a region or a conglomeration, whatever may be the intermediate destinations.

No person may hold more than one valid taxicab chauffeur's permit issued by the Régie ; the issue of a duplicate cancels and replaces the permit previously issued. The person receiving a renewed permit must destroy the permit he holds that is still in effect.

41. (1) No person may drive a taxicab in service unless he is the bearer of both a driver's permit and a taxicab chauffeur's permit issued in his name.

(2) No person may operate a taxicab in service unless he has given prior notification to the Régie of the name of the holder of a taxicab owner's permit for whom he ensures service, as well as the registration number of the

vehicle owned by such holder and with which he normally ensures service.

(3) When the holder of a taxicab chauffeur's permit no longer ensures regular service on behalf of holder of the taxicab owner's permit, he must immediately notify the Régie thereto in writing.

(4) The taxicab chauffeur's permit shall become null and void if its holder fails to notify the Régie in writing, within the 5 days following the day on which he actually began ensuring service, of the name of the holder of a taxicab owner's permit for whom he ensures service, as well as the registration number of the vehicle owned by such holder and with which he normally ensures service.

(5) The taxicab chauffeur's permit shall also become null and void if the holder fails to notify the Régie in writing that he has in fact ceased to ensure service for a holder of the taxicab owner's permit.

42. The Régie may suspend the taxicab chauffeur's permit in the same manner and for the same reasons as for all other driving permits; it shall suspend every taxicab chauffeur's permit where the holder thereof is convicted for an infringement of the Regulation respecting transport by taxicab or no longer fulfils the conditions set forth in section 34.

43. Where the taxicab chauffeur's permit is suspended for an infringement of the Regulation respecting transport by taxicab, the Régie may replace such permit by another driving permit as long as he fulfils the other usual conditions for obtaining a driving permit.

44. Notwithstanding any contrary or inconsistent provision, the Régie may renew the taxicab chauffeur's permit provided that the holder :

(a) presents himself at the Régie and shows to the satisfaction of the Régie that he fulfils every condition set forth in section 34 ;

(b) produces the documents provided for in paragraph *f* of section 34 and paragraph *e* of section 37 ;

(c) be photographed in accordance with section 39 ; and

(d) fulfil the other usual conditions according to which the Régie may renew a driver's permit.

45. Notwithstanding section 44, the Régie may, before renewing a taxicab chauffeur's permit, remind its holder to take the examination provided for in section 38.

DIVISION IX MEDICAL ADVISORY COMMITTEE

46. The existence within the Régie of an advisory body, designated under the name of "medical advisory committee" and composed of members designated by the Government, is extended.

47. The function of this committee is, upon request of the Régie, to advise concerning the state of health and the physical aptitude of every person at the time of his driving examination. The expenses incurred for the purposes of the medical advisory committee are paid from the sums granted annually for such purpose to the Department by the Legislature.

48. The medical director of the Régie is *ex officio* the secretary of the medical advisory committee and representative of the Régie at the committee's meetings.

49. The members of the medical advisory committee meet when convened by the Régie or the medical director of the Régie.

DIVISION X FINAL AND TRANSITIONAL PROVISIONS

50. This Regulation is enacted under the Highway Code (R.S.Q., c. C-24), particularly sections 18, 23 and 109 and under the Highway Victims Indemnity Act (R.S.Q., c. I-5), particularly sections 22, 23, 26 and 29.

51. This Regulation is a transport regulation ; the Regulation respecting the interpretation of transport regulations (c. T-12, r.7), shall form an integral part of this Regulation and the definitions contained in the said Regulation shall apply to this Regulation.

SCHEDULE A (ss. 1 and 33)

DIVISION I CONGLOMERATIONS

1. The following urban conglomerations are constituted by the territories described hereinafter :

(A.1) Conglomeration of Montréal : The territory of the Communauté urbaine de Montréal, with the exception of that of the conglomeration of the Montréal International Airport.

(A.2) Conglomeration of Laval : The territory of the ville de Laval.

(A.3) Conglomeration of the Montréal South Shore : The territory of the municipalities of : Boucherville, Brossard, Candiac, Greenfield Park, Laprairie, Lemoine, Longueuil, Notre-Dame, Saint-Hubert, Saint-Lambert.

(A.4) Conglomeration of Sainte-Thérèse : The territory of the municipalities of : Sainte-Thérèse, Blainville, Bois des Fillions, Lorraine, Rosemère, Sainte-Thérèse-Ouest.

(A.5) Conglomeration of Québec : Saint-Dunstan du Lac Beauport and the territory of the Communauté urbaine de Québec, with the exception of that of the conglomeration of the Québec Airport.

(A.6) Conglomeration of Lévis : The territory of the municipalities of : Lauzon, Lévis, Saint-David de l'Auberivière, Saint-Joseph de la Pointe de Lévis.

(A.7) Conglomeration of Hull : The territory of the municipalities of : Aylmer, Deschênes, Gatineau, Hull, Hull (West), Lucerne, Pointe Gatineau, Templeton, Templeton-Est, Templeton-Ouest, Touraine.

(A.8) Conglomeration of Saguenay : The territory of the municipalities of : Arvida, Chicoutimi, Chicoutimi-Nord, Canton Chicoutimi, Jonquière, Kénogami, Rivière du Moulin, Saint-Dominique de Jonquière.

(A.9) Conglomeration of la Baie : The territory of the municipalities of : Bagotville, Grande-Baie, Port-Alfred, with the exception of that of the conglomeration of the Bagotville Airport.

(A.10) Conglomeration of Trois-Rivières : The territory of the municipalities of : Trois-Rivières, Trois-Rivières-Ouest, Cap-de-la-Madeleine, Sainte-Marthe.

(A.11) Conglomeration of Sherbrooke : The territory of the ville de Sherbrooke.

(A.12) Conglomeration of Valleyfield : The territory of the municipalities of : Salaberry-de-Valleyfield, Nitro, Saint-Timothée (parish), Saint-Timothée (village).

(A.13) Conglomeration of Châteauguay : The territory of the municipalities of : Beauharnois, Châteauguay, Châteauguay Centre, Maple Grove, Léry, Melocheville.

(A.14) Conglomeration of Shawinigan : The territory of the municipalities of : Baie de Shawinigan, Grand-Mère, Saint-Georges, Saint-Théophile, Shawinigan, Shawinigan-Sud, Saint-Boniface.

(A.15) Conglomeration of Saint-Jean : The territory of the municipalities of : Iberville, Saint-Jean.

(A.16) Conglomeration of Drummondville : The territory of the municipalities of : Drummondville, Drummondville-Sud, Saint-Nicéphore.

(A.17) Conglomeration of Saint-Hyacinthe : The territory of the municipalities of : Douville, La Providence, Saint-Hyacinthe, Saint-Joseph, Sainte-Rosalie (parish), Sainte-Rosalie (village), Saint-Thomas d'Aquin, La Présentation.

(A.18) Conglomeration of Beloeil : The territory of the municipalities of : Beloeil, Otterburn Park, McMasterville, Saint-Bruno-de-Montarville, Saint-Basile-Le-Grand, Saint-Hilaire.

(A.19) Conglomeration of Sorel : The territory of the municipalities of : Sorel, Saint-Joseph de Sorel, Tracy, Sainte-Anne de Sorel, Saint-Pierre de Sorel.

(A.20) Conglomeration of Granby : The territory of the municipality of Granby.

(A.21) Conglomeration of Thetford-Mines : The territory of the municipalities of : Black Lake, Robertsonville, Thetford-Mines, Thetford (South).

(A.22) Conglomeration of Rimouski : The territory of the municipalities of : Rimouski, Rimouski-Est, Sainte-Anne-de-la-Pointe-au-Père.

(A.23) Conglomeration of Rouyn-Noranda : The territory of the municipalities of : Noranda, Rouyn.

(A.24) Conglomeration of Victoriaville : The territory of the municipality of Victoriaville.

(A.25) Conglomeration of Baie-Comeau : The territory of the municipalities of : Baie-Comeau, Hauterive, Pointe Lebel.

(A.26) Conglomeration of Sept-Îles : The territory of the municipalities of : Moisie, Sept-Îles.

(A.27) Conglomeration of Alma : The territory of the municipality of Alma.

(A.28) Conglomeration of Joliette : The territory of the municipalities of : Joliette, Notre-Dame des Prairies, Saint-Charles Borromée, Notre-Dame de Lourdes, Crabtree (parish), Crabtree (village), Saint-Paul, Saint-Thomas, Saint-Pierre.

(A.29) Conglomeration of Val Dor : The territory of the municipalities of : Val d'Or, Sullivan.

(A.30) Conglomeration of Rivière-du-Loup : The territory of the municipalities of : Notre-Dame du Portage, Rivière-du-Loup, Saint-Georges de Cacouna (parish), Saint-Georges de Cacouna (village), Saint-Patrice de Rivière-du-Loup.

(A.31) Conglomeration of Asbestos : The territory of the municipalities of : Asbestos, Danville.

(A.32) Conglomeration of Saint-Georges de Beauce : The territory of the municipalities of : Saint-Georges, Saint-Georges-Est, Saint-Georges-Ouest.

(A.33) Conglomeration of Magog : The territory of the municipalities of : Magog, Orford, Omerville.

(A.34) Conglomeration of Cowansville : The territory of the municipality of Cowansville.

(A.35) Conglomeration of Lachute : The territory of the municipalities of : Brownsburg, Lachute.

(A.36) Conglomeration of Chambly : The territory of the municipalities of : Carignan, Chambly, Richelieu.

(A.37) Conglomeration of La Tuque : The territory of the municipality of La Tuque.

(A.38) Conglomeration of Chibougamau : The territory of the municipalities of : Chapais, Chibougamau.

(A.39) Conglomeration of Montmagny : The territory of the municipality of Montmagny.

(A.40) Conglomeration of Matane : The territory of the municipalities of : Matane, Petite Matane, Saint-Jérôme de Matane.

(A.41) Conglomeration of Dolbeau : The territory of the municipalities of : Dolbeau, Mistassini.

(A.42) Conglomeration of Mont-Joli : The territory of the municipalities of : Mont-Joli, Sainte-Flavie, Saint-Jean-Baptiste, with the exception of that of the conglomeration of the Mont-Joli Airport.

(A.43) Conglomeration of Matagami : The territory of the municipality of Matagami.

(A.44) Conglomeration of Bécancour : The territory of the municipality of Bécancour.

(A.45) Conglomeration of Gaspé : The territory of the municipality of Gaspé.

(A.46) Conglomeration of Amos : The territory of the municipalities of Amos-Est and Amos-Ouest.

(A.47) Conglomeration of Mont-Laurier : The territory of the municipality of Mont-Laurier.

(A.48) Conglomeration of Terrebonne : The territory of the municipalities of : Terrebonne, Saint-Louis de Terrebonne.

(A.49) Conglomeration of Saint-Eustache : The territory of the municipalities of : Saint-Eustache, Deux-Montagnes, Sainte-Marthe.

(A.50) Conglomeration of Saint-Jérôme : The territory of the municipalities of : Saint-Jérôme, Lafontaine, Bellefleur, Saint-Antoine des Laurentides.

(A.51) Conglomeration of Sainte-Adèle : The territory of the municipality of Sainte-Adèle.

(A.52) Conglomeration of Sainte-Agathe : The territory of the municipalities of Sainte-Agathe.

(A.53) Conglomeration of Saint-Romuald : The territory of the municipalities of : Charny, Saint-Romuald.

(A.54) Conglomeration of Port-Cartier : The territory of the municipality of Port-Cartier.

2. The conglomerations of Montréal, Laval, Montréal South Shore, Sainte-Thérèse, Terrebonne, Saint-Eustache, Saint-Jérôme, Châteauguay and Valleyfield each include the conglomerations of the Montréal and Mirabel International Airports.

3. The conglomerations of Québec, Lévis and Saint-Romuald each include the conglomeration of the Québec Airport.

4. The conglomerations of Saguenay and La Baie each include the conglomeration of the Bagotville Airport.

5. The conglomerations of Mont-Joli and Rimouski each include the conglomeration of the Mont-Joli Airport.

DIVISION II AIRPORT CONGLOMERATIONS

6. The following airport conglomerations are constituted by the territories described hereinafter :

(A.55) Conglomeration of the Montréal International Airport : The territory of the municipalities of Dorval, Pointe-Claire and Ville Saint-Laurent used as an airport and as a service to the latter, and belonging to the federal government.

(A.56) Conglomeration of the Mirabel International Airport : The territory occupied by the zone designated by the authorities of the new Mirabel International Airport as the operational zone of such airport.

(A.57) Conglomeration of the Québec Airport : The territory of the ville de Sainte-Foy used as an airport and as a service to the latter, and belonging to the federal government.

(A.58) Conglomeration of the Bagotville Airport : The territory of the county of Chicoutimi used as an airbase, an airport and as a service to the latter, and belonging to the federal government.

(A.59) Conglomeration of the Mont-Joli Airport : The territory of the municipality of Sainte-Flavie used as an airport and as a service to the latter, and belonging to the federal government.

DIVISION III CONURBATIONS

7. The following conurbations are constituted by the conglomerations described hereinafter :

GROUP I

(A.60) Conurbation of Québec : The conglomerations of Québec, Lévis and of the Québec Airport.

(A.61) Conurbation of Montréal : The conglomerations of Montréal, Laval, Montréal South Shore, Montréal (North), Mirabel International Airport, Montréal-Dorval International Airport, Châteauguay and Valleyfield.

GROUP II

(A.62) Conurbation of Saguenay : The conglomerations of Saguenay, La Baie and of the Bagotville Airport.

(A.63) Conurbation of Rimouski : The conglomerations of the Mont-Joli Airport, Mont-Joli and Rimouski.

O.C. 3127-72, (1972) 104 O.G., 9825
O.C. 3395-72, (1972) 104 O.G., 10560
O.C. 3821-72, (1973) 105 O.G. II, 143
O.C. 1490-73, (1973) 105 O.G. II, 2265
O.C. 2620-73, (1973) 105 O.G. II, 4403
O.C. 3361-73, (1973) 105 O.G. II, 5517
O.C. 3362-73, (1973) 105 O.G. II, 5519
O.C. 4915-75, (1975) 107 O.G. II, 5723
O.C. 4992-75, (1975) 107 O.G. II, 5739
O.C. 5298-75, (1975) 107 O.G. II, 6233
O.C. 2855-76, (1976) 108 O.G. II, 5325
O.C. 1902-77, (1977) 109 O.G. II, 3093
O.C. 1253-79, (1979) 111 G.O., 6045
O.C. 2072-79, (1979) 111 G.O., 6057
O.C. 700-80, (1980) 112 G.O. II, 1361
O.C. 1445-80, (1980) 112 G.O. II, 2061
O.C. 204-81, (1981) 113 G.O. II, 405



c. C-24, r.27

Regulations by the Régie de l'assurance automobile du Québec respecting driving schools

Highway Code
(R.S.Q., c. C-24)

DIVISION I

SIGNS TO BE DISPLAYED ON VEHICLES USED FOR DRIVING INSTRUCTIONS PURPOSES

1. Every pleasure vehicle used to give practical driving instruction must bear registration plates prefixed with the letters EC, obtainable directly from the head office in Québec.

2. Vehicles bearing EC registration plates must display the name of the driving school to which they belong and also the driving school operator's permit number. This identification must be perfectly visible and, at all times when the vehicle is used for driving instruction, must be displayed either on each front door of the car or on a panel fixed at the rear.

3. Every pleasure vehicle used by a driving school to give practical instruction in the driving of a car must bear a panel placed on the roof which shall be equally visible from both front and rear. The following inscriptions only must appear on this panel : "*Élève au volant*" and "*Auto-école*". However, the following English inscriptions may be added to the French ones : "Student driver" and "Driving school car".

These inscriptions must be perfectly legible at a distance of at least 100 feet. The panel must be luminous or made of a reflector-type material in order that the writing shall be perfectly legible when the lessons are given at night. The panel must be taken down or lowered when the vehicle is not used for instruction purposes.

4. When a pleasure vehicle used to give practical instruction in the driving of automobiles has been supplied free of charge by a dealer, the name of the dealer may be added to, or mentioned on the vehicle as long as the space taken for such advertisement shall not exceed 24 square inches on each of the front doors of the vehicle.

5. Any driving school operator who utilizes vehicles which do not conform to Subdivision 3 of Division II of the Regulation respecting driving schools (c. C-24, r.13), and the regulations of the Régie de l'assurance automobile du Québec must immediately cease to utilize such vehicles and must not permit their use until new approval has been given by the Régie.

DIVISION II

CONTROLS WHICH MUST BE PROVIDED ON VEHICLES USED FOR DRIVING INSTRUCTIONS PURPOSES

6. No vehicle of the convertible type shall be used to give practical driving instruction.

7. Every pleasure vehicle used to give practical instruction in the driving of automobiles must be equipped with dual brake controls, and ignition switch within easy reach of the monitor, and 2 outside rear-view mirrors, one of which must be adjusted for the monitor's use ; a standard-shift vehicle must be equipped with dual clutch controls. If the vehicle is equipped with power-brakes and power-steering, the ignition switch must be replaced by a fuel or gasoline control.

8. Any driving school operator who utilizes vehicles which do not conform to Subdivision 3 of Division II of the Regulation respecting driving schools and the regulations of the Régie must immediately cease to utilize such vehicles and must not permit their use until new approval has been given by the Régie.

DIVISION III

PROGRAMME OF COURSES ON DRIVING MOTOR VEHICLES FOR STUDENT DRIVERS

9. The programme of courses on driving motor vehicles for learners must include :

Theory and examinations : 30 periods of 50 minutes.

Driving practice :

(a) automatic transmission vehicle : 8 lessons of 60 minutes ;

(b) manual transmission vehicle : 10 lessons of 60 minutes.

Minimum duration : 21 days.

The objectives of the programme :

(a) to develop on the part of the pupil a greater sense of social responsibility by promoting the development of a positive attitude toward the use of the road system ;

(b) to develop the personal qualities of the pupils with a view to making them conscientious drivers ;

(c) to provide the pupil with theoretical knowledge and to develop the qualities required in driving while promoting a greater personal discipline in his behaviour with regard to road safety.

Course structure :

These courses comprise 3 phases of instruction.

The first comprises periods of instruction in theory which will provide pupils with the basic driving knowledge which is the necessary prerequisite for driving practice.

The second phase is a part of the programme which comprises instruction in theory and practice that permits the assimilation of knowledge through its application.

The third of these phases is comprised uniquely of practice driving instruction and aims to ensure a more thorough mastery of the theoretical knowledge acquired.

The course is structured on the basis of reference blocks, modules of instruction and teaching units.

The prerequisites required of pupils to follow this programme

Physical : Be 16 years of age at the date of enrollment and meet the criteria required for obtaining a student driver's permit in accordance with the medical guide prepared for this purpose.

Legal :

(a) if a minor : the consent of the father, mother or tutor ;

(b) if major, under guardianship : the consent of the guardian.

Summary of programme subjects

Breakdown by reference blocks : The blocks represent reference subject matter which derive from the division of the programme into particular subjects. The are comprised of modules of instruction.

This programme comprises 5 blocks**Block 1—The driver**

Teaching objective : To make the pupil aware that a driver's physical and mental state greatly influences the driving of a motor vehicle.

Block 2—Driving

Teaching objective : To teach the theory of driving technologies and to apply them by means of practice driving exercises.

Block 3—Laws

Teaching objective : To teach pupils the content of the laws and regulations and make them aware of their implications in motor vehicle driving.

Block 4—The vehicle

Teaching objective : To familiarize pupils with the component parts of a motor vehicle, their operating principles and their maintenance.

Block 5—Miscellaneous

This block is comprised of elements establishing the instructional frame work of the programme.

CONTENT OF THE BLOCKS

Block No.	Theory	Planned duration in minutes	
		automatic	manual
1	The driver		
	Driver psychology	50	
	Health	50	
	Vision	100	
	Emergency situations	50	
2	Driving		
	The laws of physics	100	
	Stopping distances	50	
	Preliminary driving phases	50	
	Basic manoeuvres	50	
	Driving technologies	150	

Block No.	Theory	Planned duration in minutes	
		Practice automatic	Practice manual
	Unfavourable conditions	100	
	Initial contact with the vehicle	30	30
	Starting of a vehicle	30	30
	Clutch mechanisms		15
	Changes of speed		45
	Starting and stopping on hills		60
	Right-hand and left-hand turns	60	60
	Changing lanes	60	60
	Parking	60	60
	Rural driving	60	60
	Highway driving	60	60
	City driving	60	60
	Improvement exercises	40	40
3	The law		
	Official road signs	100	
	Highway Code	150	
	Insurance	50	
4	The vehicle		
	The nomenclature of the component parts	50	
	Operating principles of the motor	50	
	Operating principles of the transmission system	50	
	Steering, tires, suspension, brake system, etc.	50	
	Vehicle maintenance	50	
5	Introduction	50	
	Mid-session test	50	
	Purchase and financing of a vehicle	50	
	Final examination and driving test in a vehicle	50	

(b) 10 lessons of 60 minutes of learning in a manual transmission vehicle.

Minimum duration of course : 21 days.

Regulation of absences : Pupils who are absent from one or more theoretical periods or one or more practical lessons must recoup them prior to taking the theoretical or practical examinations.

Distribution of teaching periods

Theory : 30 periods of 50 minutes of teaching.

N.B. The instructor who is responsible for the teaching of the theoretical aspect of the course must provide a 10 minute break between the periods of the teaching of theory.

Practice driving : The practical aspect of driving shall include a minimum of :

(a) 8 lessons of 60 minutes of learning in an automatic transmission vehicle ;

GRID

DETAILED GRID OF PROGRAMME

BLOCKS					PERIODS	THEORY				PRACTICE									
5	4	3	2	1		NO	MODULES	PHASES				MODULES	No	Lessons	Automatic	Manual	Block		
								1	2	3									
							T	T	P	P									
5					1	1	Introduction	50											
		3			2	2	Official road signs	100											
			2		2	3	The laws of physics	100											
			2		1	4	Stopping distances	50											
				1	1	5	Vision	50											
				2	1	6	Preliminary driving phases	50											
				2	1	7	Basic manoeuvres	50											
			2		3	8	Driving technologies	150	25		Initial contact with the vehicle	1	1	x	x		2		
									35		Starting of a vehicle	2	1	"	"		2		
			2		2	9	Unfavourable conditions	100											
5					1	10	Mid-session test	50	15		Clutch mechanisms	3	2		x		2		
									45		Changes of speed	4	2		"		2		
		3			3	11	Highway Code	150											
									60		Starting and stopping on hills	5	3		x		2		
				1	1	12	Driver psychology	50											
				1	1	13	Health	50											
				1	1	14	Night vision	50	60		Right-hand and left-hand turns	6	4	x	x		2		
				1	1	15	Emergency situations	50											
4					1	16	The nomenclature of the component parts	50	60		Changing lanes	7	5	x	x		2		
4					1	17	Operating principles of the motor	50	60		Parking	8	6	x	x		2		
4					1	18	Operating principles of the transmission system	50	60		Rural driving	9	7	x	x		2		
4					1	19	Steering, tires, suspension, brake system, etc.	50											
4					1	20	Vehicle maintenance	50											
									60		Highway driving	10	8	x	x		2		
5					1	21	Purchase and financing of a vehicle	50											
		3			1	22	Insurance	50	60		City driving	11	9	x	x		2		
5					1	23	Final examination	50											
Misc.	Vehicle	Law	Driving	Driver	30	50 minute periods		9p.	21p.	40	Improvement exercises	12	10	x	x		2		
										20	Driving test	13	10	"	"		5		
																		8 h., 10h.	

Evaluation : As it is important to evaluate as closely as possible each of the objectives pursued : knowledge, skills and attitudes, a variety of evaluation methods is rendered necessary by the variety of these objectives.

The means of evaluating the theoretical knowledge acquired are :

- (a) the individual work of the students ;
- (b) a mid-session test ;
- (c) a final examination.

The means of evaluating the progress of pupils with regard to the practical aspect of the course comprise the following 2 elements :

- (a) a progressive evaluation chart ;
- (b) a quantitative evaluation chart.

PROGRESSIVE AND QUANTITATIVE EVALUATION CHART

Name of the school: _____

Permit No. _____

Manual vehicle: ☐ Automatic vehicle: ☐

Telephone: _____

Description of manoeuvres

[illegible][illegible]

TOTALS:

x,5

MARK :

DIVISION IV

PROGRAMME OF COURSES ON DRIVING MOTORCYCLES FOR LEARNER-DRIVERS

10. The programme of courses on driving motorcycles for learner-drivers is the following :

Theory and examinations : 15 periods of 50 minutes.

Driving practice : 18 lessons of 60 minutes on suitable grounds.

Minimum duration : 15 days.

The objectives of the programme :

(a) to create on the part of the pupil a positive attitude and develop a greater sense of social responsibility toward the use of the road system ;

(b) to develop the personal qualities of the pupils in order to make them conscientious motorcycle drivers ;

(c) to impart theoretical knowledge to the pupil and to develop the required skills that will result in a more safety-minded behavior ;

(d) to enable the pupil to qualify for obtaining a permit to drive a motorcycle.

Course structure

These courses comprise 3 phases of instruction.

The first includes lessons bearing on theory that will provide pupils with the basic driving knowledge which is a prerequisite for driving practice on a motorcycle.

The second phase is a part of the programme which comprises instruction in theory and practice that permits the assimilation of knowledge through its application.

The third phase enables the review and evaluation of the knowledge acquired from practical lessons.

The course is structured on the basis of reference blocks, modules of instruction and teaching units.

The prerequisites required of pupils to follow this programme

Physical : Meet the criteria required for obtaining a learner-driver's permit in accordance with the medical guide prepared for this purpose.

Legal :

(a) if a minor : the consent of the father, mother or tutor ;

(b) if a major under guardianships : the consent of the guardian.

Summary of programme subjects

Breakdown by reference blocks : The blocks represent reference subject matters deriving from the division of the course into particular subjects. They are comprised of modules of instruction.

This programme includes 5 blocks

Block 1—The driver

Teaching objective : To make the pupil aware that a driver's physical and mental state greatly influence the driving of a motorcycle.

Block 2—Driving

Teaching objective : To teach driving technologies in applying them by means of practice driving on a motorcycle.

Block 3—Laws

Teaching objective : To teach pupils the content of the laws and regulations and make them aware of their implications in motorcycle driving.

Block 4—The vehicle

Teaching objective : To induce pupils to acquire a knowledge of a motorcycle's component parts and how to effect maintenance and periodical verifications.

Block 5—Miscellaneous

This block is comprised of elements relating to periods of evaluating the programme.

CONTENT OF THE BLOCKS

Block No :	Planned duration in minutes	
	Theory	Practice
1— The driver :		
Vision	50	
Night vision	50	
Health	50	
2— Driving :		
The laws of physics	100	
Stopping distances	50	

Block No :	Planned duration in minutes		
	Theory	Practice	
Unfavourable conditions	100		Practice : 18 lessons of 60 minutes of practical driving on a motorcycle on suitable grounds. Regulation of absences : Pupils who are absent from one or more teaching sessions in classroom or one or more practical lessons must take them up before undergoing the theoretical or practical examinations. Minimum duration of course : 15 days.
Braking and balancing		45	
Cold starting		45	
Move off and stop		60	
Gear shifting		60	
Signal and shoulder checks		60	
Slow speed control		90	
Behavior in traffic I		90	
Collision avoidance and introduction to decision making		150	
Advanced skills		120	
Obstacles		120	
Behavior in traffic II		120	
3— Laws :			
Road signs		100	
Highway Code		150	
Insurance		50	
4— The vehicle : During the driving practice and especially when explaining braking, cold starting, move off, stop and gear shifting, the monitor or instructor must indicate the elements relative to the state of the vehicle by using the information furnished in the Motorcycle Rider's Handbook and more particularly :			
(a) the component parts of the motorcycle ;			
(b) the safety equipment ;			
(c) periodical verifications ;			
(d) maintenance.			
5— Miscellaneous :			
Review and skill test		120	
Final examination		50.	

Distribution of teaching periods

Theory : 15 periods of 50 minutes of teaching in classroom.

N.B. The instructor responsible for teaching the theoretical part of the course must allow a 10 minutes break between each teaching period.

GRID

DRIVING SCHOOLS
DETAILED GRID OF PROGRAMME

BLOCKS					PERIODS	N°	THEORY MODULES	PHASES	PRACTICE MODULES	N°	PERIODS	BLOCKS		
5	4	3	2	1									1	2	3
								T	T	P	P			
		3			1/2	2		100						
			2		1/4	3	THE LAWS OF PHYSICS	100						
			2		5	4	STOPPING DISTANCES	50						
				1	6	5	VISION	50						
			2		8	9	UNFAVOURABLE CONDITIONS	100	45		BRAKING AND BALANCING	1	1	2
									45		COLD STARTING	2	2	2
		3			3/4	11	HIGHWAY CODE	150						
									60		MOVE OFF AND STOP	3	3	2
				1	12	13	HEALTH	50	60		GEAR SHIFTING	4	4	2
									60		SIGNAL AND SHOULDER CHECKS	5	5	2
				1	13	14	NIGHT VISION	50						
									90		SLOW SPEED CONTROL	6	6	2
		3			14	22	INSURANCE	50	90		BEHAVIOR IN TRAFFIC I	7	7	2
									150					
5					15	23	FINAL EXAMINATION	50			COLLISION AVOIDANCE AND INTRO-	8	8/10	2
											DUCTION TO DECISION-MAKING			
									120		ADVANCED SKILLS	9	11/12	2
									120		OBSTACLES	10	13/14	2
									120		BEHAVIOR IN TRAFFIC II	11	15/16	2
									120		REVIEW AND SKILL TEST	12	17/18	5
VARIOUS VEHICLE LAWS DRIVING DRIVER	15 Periods of 50 minutes											18 hours of practice		

Evaluation : As it is important to evaluate as closely as possible each of the objectives pursued : knowledge, skills, attitudes and habits ; a variety of evaluation methods is rendered necessary by the variety of these objectives.

The mean of evaluating the theoretical knowledge acquired is an examination of 50 diversified questions at the end of the term teaching the theoretical part.

The means of evaluating the progress of pupils with regard to the practical aspect of the course comprise the following 2 elements :

- (a) a skill test ;
- (b) the road driving test of the Canada Safety Council.

E C-1, (1971) 103 O.G., 5609
E C-2, (1971) 103 O.G., 5610
E C-4, (1971) 103 O.G., 7892
E C-7, (1977) 109 O.G.II, 3397
E C-8 of 1978



c. C-24, r.28

Regulation respecting road signs

Highway Code
(R.S.Q., c. C-24)

- 1.** The Ministère des Transports is the competent authority for purposes of fixing the speed allowed on roads maintained by the Government and to place thereon posters indicating such speed.
- 2.** The Minister of Transport alone has the responsibility of fixing the standards for making and placing traffic signs on public roads.
- 3.** The Minister of Transport alone is entrusted with supplying, placing and maintaining traffic signs on public roads maintained by the Government.
- 4.** All highway traffic signs must be made and placed in conformity with the standards fixed by the Ministère des Transports.
- 5.** The Minister of Transport has the authority necessary to remove a traffic sign not consistent with the established standards.



c. C-24, r.29

Regulation respecting the parking of vehicles on public highways outside cities

Highway Code
(R.S.Q., c. C-24, s. 109)

- 1.** A motor vehicle must not be parked in such a way as to hinder the access to a property, nor near the intersection of 2 roads, nor in any other place where it would impede traffic.
- 2.** Parking of motor cars on the paved portion of a highway is prohibited.
- 3.** A motor vehicle which is stopped for the purpose of taking on gasoline shall not be placed within the limits of any highway.
- 4.** Any person who is in charge of a motor vehicle which has been parked shall remove it upon being instructed to do so by any officer in charge of traffic.



c. C-24, r.30

Tariff of fees of advocates and court stenographers in the application of the Highway Code

Highway Code
(R.S.Q., c. C-24, s. 96)

1. Upon conviction for violation of any provision of the Highway Code (R.S.Q., c. C-24), the fees payable by the accused or defendant to the prosecutor or plaintiff shall be those determined according to the following tariff :

(1) Advocate :

- (a) on plea of guilty recorded on or before the date of filing the report 10 \$;
- (b) on plea of guilty recorded after the date of filing the report 15 \$;
- (c) on judgement delivered *ex-parte* upon production of the peace officer's report 20 \$;
- (d) on judgment delivered after inquiry 25 \$;
- (e) on deferment at the request of the defendant 5 \$.

In the case of proceedings taken by a salaried advocate, or by a Crown attorney, the fees collected shall be deposited in the consolidated revenue fund of Québec, or of the municipality which employs him.

(2) Court stenographer :

- (a) note-taking, per page 0,30 \$;
- (b) transcription, 1 original and 2 copies, per page. 0,60 \$.

In any case in which the stenography is done by a salaried court stenographer (paid by the Gouvernement du Québec or a municipality), the fees collected shall be deposited in the consolidated revenue fund of Québec or of the municipality which employs him.

O.C. 3244-71, (1971) 103 O.G., 7573
O.C. 456-75, (1975) 107 O.G. II, 2235



c. C-24, r.31

**Regulation respecting the transportation
of lumber on the public highway that
crosses Route 58 at Lebel-sur-Quévillon**

Highway Code
(R.S.Q., c. C-24, s. 53)

1. Notwithstanding the Regulation respecting standards for axle loads, total loaded mass and dimensions applicable to motor vehicles and combinations of vehicles (c. C-24, r.22), the Minister of Transport or any other person authorized by him for this purpose, for the section of the said public highway belonging to the Gouvernement du Québec and the municipal corporation of Lebel-sur-Quévillon, for its own section of the said public highway, may, if they think it advisable and on their own conditions, issue special permits authorizing the transportation of undressed timber loads having a maximum width, everything excluded, of 12 feet and a maximum weight, vehicle included, of 100 000 pounds, on the said public highway crossing Route 58 at Lebel-sur-Quévillon.



c. C-24, r.32

Regulation respecting the verification and registration of vehicles built or modified by a person other than a specialized firm

Highway Code
(R.S.Q., c. C-24, s. 109)

1. Any motor vehicle destined to travel on highways and which has undergone transformations or alterations susceptible of affecting its performance on the said roads, or which was built by a person other than a firm specializing therein and recognized in the field of motor vehicle construction must be, before being registered for the first time following such alterations or said construction, verified by the Ministère des Transports in order to determine if it may be driven in safety on the highways.

2. An amount of 25 \$ shall be added to the said registration rates to cover the Department's expenses arising from such verification, over and above the amount necessary to defray the cost of affixing a serial number, if necessary.



c. C-25, r.1

**Order in Council respecting the
application to Québec of a Convention
between Belgium and the United
Kingdom concerning legal proceedings in
civil and commercial matters**

Code of Civil Procedure
(R.S.Q., c. C-25)

- 1.** A despatch shall be addressed to the Secretary of State for Canada, informing him that it is the desire of the Executive of Québec that the Convention between the United Kingdom of Great Britain and Ireland and Belgium, to facilitate legal proceedings in civil and commercial matters between persons residing in the territories of the said two States, be extended and applied to Québec, pursuant to paragraph *b* of article 14 of the said Convention.
- 2.** The prothonotaries of the Superior Court of each of the judicial districts are the functionaries whom it is advisable to select to fill, in Québec, the functions attributed by the Convention to the competent authority of the State applied to.
- 3.** The language in which the communications and translations, if necessary, must be made, shall be the English or the French language.
- 4.** It is the desire of the Lieutenant-Governor in Council that the said Convention shall come into force in Québec, immediately after the date of the receipt by Belgium of the notification transmitted in accordance with paragraph *b* of article 14 of the said Convention.



c. C-25, r.2

Regulation respecting indemnities payable to witnesses summoned before courts of justice

Code of Civil Procedure
(R.S.Q., c. C-25, a. 321)

Crown Witnesses Payment Act
(R.S.Q., c. P-4, s. 2)

1. Definition : The word “witness” means any person summoned to appear before a court of civil, penal or criminal jurisdictions, to testify therein pursuant to law.

2. Indemnity for loss of time :

(1) The indemnity payable to a witness is set at 20 \$ per necessary day of absence from his home. However, such indemnity is reduced to 10 \$ when the duration of the necessary leave of absence from his home does not exceed 5 hours.

(2) A witness recognized and declared an expert by the court is entitled to an indemnity of 40 \$ per necessary day of absence from his home. However, such indemnity is reduced to 20 \$ when the duration of absence from his home does not exceed 5 hours.

On express request of an expert witness, and for exceptional reasons, the Attorney-General in the case of a Crown witness, and the court in other cases, may increase the indemnity of the said witness. Such increase is not taxable against the opposing party.

(3) Such indemnity is not paid to witnesses who, pursuant to acts, orders in council, contracts, understandings or collective agreements, do not suffer a loss of wages as a result of their being summoned to appear as witnesses.

Such indemnity is not paid to witnesses for a necessary day of absence from their home should such day fall on a non-judicial day, unless said absence entails a loss in wages.

Such indemnity is not paid to those persons hereinafter designated when they are summoned, in the exercising of their duties, to testify in a case :

- (a) members of the Sûreté du Québec ;
- (b) members of the Royal Canadian Mounted Police ;
- (c) members of a municipal police force ;

(d) special constables in the employ of railway companies or other companies ;

(e) any other special constable or officer of the peace being paid as such.

3. Allowance for meals : Subject to the following maximum amounts and conditions, the witness is entitled to, without supporting documents, the true cost of meals incurred by his presence in court :

breakfast 2,50 \$

lunch : if the period of necessary absence from his home extends beyond 13 h 4,50 \$

supper : if the period of necessary absence from his home extends beyond 19 h 6,00 \$

4. Allowance for lodging :

(1) In a hotel, the witness is entitled to, upon producing supporting documents, his lodging expenses up to 30 \$ per night, excluding tax.

(2) In the absence of supporting documents, or when lodging expenses were not incurred in a hotel, the amount of the allowance is limited to the true expenses incurred up to 5 \$.

5. Allowance for transportation : The witness is entitled to be reimbursed the real costs of his transportation (by train, autobus, plane, automobile, etc.), by the most economic means, taking into account the whole of the costs and indemnities provided for in this Regulation.

The allowance for travelling by automobile is set at 0,12 \$ per kilometre travelled out of necessity.

6. A witness who must appear several days in a case, and whose home is at a distance from the Court House, is free to travel or not. However, indemnities and allowances to be paid in such a case must always be calculated as if the witness had taken the less costly option.

7. This Regulation also applies to persons summoned to appear as witnesses in a case heard in the Youth Court.

8. The following persons called as witnesses shall not be taxed :

(a) court officers and public officers under the control of the Gouvernement du Québec, and having their office in the Court House or county seat ;

(b) the assistants of said officers, as well as employees under their control ;

(c) the members of the prison staff situated at the county seat ;

(d) any person held in prison or under detention ;

(e) any person, even one summoned as witness, who is obliged to appear as an accused on the same day.

9. Indemnities and allowances to Crown witnesses are paid by the Ministère de la Justice, pursuant to the Crown Witnesses Payment Act (R.S.Q., c. P-4). For the purposes of the application of this Act, the words "Crown witnesses" mean any witness summoned by the prosecution :

(a) for a pre-inquiry or a preliminary inquiry when they are held at the instance of the Crown within the rights of Canada or of Québec ;

(b) for the hearing of a case taken under Part XXIV of the Criminal Code when the prosecution is in the hands of the Crown within the rights of Québec, and that the Province is called upon to pay the Crown witnesses ;

(c) for the hearing of a case taken under the Summary Convictions Act (R.S.Q., c. P-15) when the prosecution is dependent on the Crown within the rights of Québec ;

(d) during a trial before a magistrate without jury ;

(e) during a trial before a judge without a jury ;

(f) during a trial before the Superior Court, Crown side ;

(g) during a trial before the Youth Court instituted under the Courts of Justice Act (R.S.Q., c. T-16) and any inquiry held under section 77 of the Youth Protection Act (R.S.Q., c. P-34.1).

10. A member of the Sûreté du Québec who appears as a Crown witness shall be taxed pursuant to this Regulation, but the amount of his taxation shall not be paid by the sheriff.

In the case of the collecting of this taxation by the clerk, the latter must comply with the directives of the Attorney-General concerning the means of disposing of the whole of the amount received.

11. The party ordered to pay the expenses is not obliged to pay the expenses of witnesses other than those taxed under this Regulation.

12. In the case of summary proceedings, as contemplated in section 772 of the Criminal Code, the witness is taxed in accordance with the schedule presented in this Regulation, but the accused is not obliged to pay amounts higher than those fixed by said section 772.

13. Officers of justice, having the authority to tax witnesses, must conform to the directives which the Minister of Justice deems expedient to give them, in order to render the application of this Regulation uniform.

O.C. 212-69, (1969) 101 O.G., 1095
 O.C. 2817-77, (1977) 109 O.G. II, 5055
 O.C. 1128-79, (1979) 111 G.O., 4233



c. C-25, r.3

**Règles de pratique de la Cour d'appel en
matière civile**

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

See French Edition



c. C-25, r.4

Rules of practice of the Provincial Court

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

PART I RULES APPLICABLE TO ALL JUDICIAL DISTRICTS

DIVISION I OFFICE HOURS

1. The offices of the clerk and the sheriff shall be open on all juridical days during the legal hours. All persons may have access to their registers during office hours.

DIVISION II PROCEEDINGS AND EXHIBITS

2. All documents of proceedings must be legibly written on one side only on good quality foolscap paper. The endorsement must indicate its nature and object, the name of the party who produces it, the number of the court record and the name of the parties.

This document must bear the handwritten signature of the advocate or of the notary, in the case where a notary is authorized to represent a party, or the signature of the party if such party is not represented.

3. Each list of exhibits is signed by the lawyer or the notary, in cases where he is authorized to represent a party, or by the party himself when he is not obliged to have himself represented. It enumerates all the exhibits attached to it, bears the number of the case and the name of the parties, and gives the date, the nature and the number of each exhibit.

4. The number of each exhibit is preceded by an identifying letter attributed to each party, which shall be used until the end of the hearing. There shall be only one series of numbers.

5. The clerk, when he receives a pleading or an exhibit, numbers it and endorses the date thereon under his initials.

6. Every motion must set out the facts and the grounds urged in support thereof; it must be supported by an *affidavit* if the facts do not appear from the record.

7. A court record may be consulted only in the presence of the clerk. If the clerk is unable to be present during such consultation, there must be obtained a written acknowledgement of it, which must remain in the record.

DIVISION III THE CLERK'S REGISTERS AND INDEXES

8. Following the orders of the Chief Justice or of the Associate Chief Justice, as the case may be, the clerk shall keep registers and indexes necessary to enforce the provisions of the Code of Civil Procedure (R.S.Q., c. C-25), and those imposed upon him by special laws.

9. The mailing to the attorneys, by the clerk, of the roll for hearing of the Provincial Court constitutes the notice to the attorneys provided for by article 278 of the Code of Civil Procedure.

DIVISION IV ORDER, DRESS AND RECORDS OF TRIALS

10. All persons present in the court room rise when the judge enters the court and remain standing until he has taken his seat. At the adjournment they again rise but no one leaves his place until the judge has retired.

11. As soon as the judge ascends the bench, the crier, in a loud voice, says: "Silence! The Provincial Court is now open. All persons having business here draw near and they will be heard. God save the Queen!" (or, if appropriate, "God save the King!").

12. In cases contested on the merits, no advocate shall address the Court unless wearing either:

(a) black gown, black jacket and dark trousers with white shirt, collar and bands; or

(b) black gown and dark suit with white shirt and plain dark tie.

A woman advocate shall likewise wear black gown and a dark long-sleeved garment, with or without bands.

Articled students shall wear black gown and dark suit.

13. During sessions of the Court when proof is made, clerks, criers and other officers of the Court shall wear the gown appropriate to their office, white shirt, dark tie and dark trousers.

14. The clerk draws up the minutes of the hearing in which he makes mention of everything produced during the sessions, all the orders of the Court and all the incidental decisions rendered without being taken under advisement, except those concerning the proof which have been recorded in the depositions; he also draws up and has signed by the parties or their attorneys the admissions which are dictated to him, and mentions those which are dictated to the official stenographer.

15. The clerk, during the hearing, draws up a list of exhibits marking the exhibits by the letter and following the numbers already employed. If the exhibits marked are not produced, he mentions it on the list.

16. Every officer of the Court exercising his functions before the Court in session attends in his place from the opening to the adjournment of the Court.

17. The reading of newspapers and the taking of photographs is forbidden during the sittings of the Court.

DIVISION V STENOGRAPHERS

18. Every stenographer is obliged to proceed to the court room at which he is to fulfill his duties, and be present at the opening of the session and remain there until freed by the judge.

19. The clerk makes a report to the Chief Justice when the case has not proceeded because of the lack of the services of an official stenographer and states the reason for this lack, if it is known to him.

20. The stenographer must take the depositions, the admissions which are dictated to him, the objections to the evidence, and the decisions thereon. If the judge so requires, he also takes the argument upon the objections.

The stenographer who is ordered to transcribe at the same time more than one deposition in the same case can only once tax the title of the case and the certificate of the transcription. Each of the pages upon which the deposition is reproduced mentions, at the top thereof, the name of the witness. The stenographer must preserve his notes at the place fixed by the clerk.

DIVISION VI JUDGMENTS AND CASES UNDER ADVISEMENT

21. Before sending it to the judge, the clerk assures himself that the record contains the proceedings, exhibits, interlocutory proceedings and interrogatories taken out of the court, numbered day by day according to the date of their production, as well as the notes required by the Court. If the record is incomplete, he notifies the attorneys in order that they may complete it.

No case will be *en délibéré* and no record sent to the judge until it has been completed, unless the judge decides otherwise.

22. When the proof made out of court in virtue of article 196 of the Code of Civil Procedure has been filed in the record, the clerk, if he has no jurisdiction to render judgment and the Court is not sitting in the district, transmits the record to the judge who authorized the proof out of court.

23. It shall not be necessary to draw up and sign again on a separate paper, the interlocutory judgment already written out and signed on a motion presented to the Court. The clerk may issue authentic copies of such judgment.

24. If the inquiry be not completed, and the record fully in order within the delay fixed by the judge at the hearing of any case, whether contested or not, the judge may declare that he is no longer seized of the case.

DIVISION VII THE SHERIFF

25. The sheriff keeps in his office a register of the writs of execution, stating their nature and the names of the parties and the oppositions, as well as a register of notices given in virtue of articles 670 and 671 of the Code of Civil Procedure.

26. The sheriff, when he receives a proceeding or an exhibit, numbers it and endorses the date thereon under his initials.

DIVISION VIII SURETYSHIPS

27. Security for costs may be replaced by the deposit in the office of the court of a sum of money. The judge fixed and increases, if necessary, the amount thereof.

28. Articles 525 and following of the Code of Civil Procedure apply to all judicial suretyships.

DIVISION IX

TARIFF OF FEES FOR COMMISSIONERS AND OTHER OFFICERS

29. Under reserve of second paragraph of article 47 of the Code of Civil Procedure, the commissioners and other officers appointed by the Court shall be remunerated as follows :

- (a) for administering the oath : 2 \$
- (b) for deposit of report (when required) : . . . 10 \$
- (c) for each day of attendance, including preparation of report : 30 \$

However, this attendance fee may be increased by the judge according to the nature and importance of the case.

PART II

RULES APPLICABLE TO THE DISTRICT OF MONTRÉAL ONLY

DIVISION I

INSCRIPTION FOR PROOF AND HEARING

30. The inscription for proof and hearing in contested cases shall indicate the nature of the case, the amount involved, the time required for proof and hearing and the address of the elected domicile, if any.

The inscription by default or *ex parte* shall indicate the nature of the case and the amount involved.

31. After the filing of the inscription, the attorneys for the parties shall :

- (a) immediately advise the master of the rolls of any proceeding which changes the state of the record ;
- (b) file in the record any settlement of the case, as soon as it occurs ;
- (c) advise the Chief Justice and the master of the rolls they cannot proceed with the trial. If the reasons are not satisfactory the case will be placed at the bottom of the roll.

DIVISION II

ROLLS AND SPECIAL APPLICATIONS

32. (1) Any case which has been struck twice and which when called for the third time, fails to proceed without a valid reason shall be struck and not put back upon the roll except by order of the Chief Justice or a judge designated by him, upon special application with the appropriate notice to the opposite party.

(2) Applications to fix a case by privilege shall be made in writing and served upon the opposite party with the appropriate notice. After service the application shall be filed with the clerk of the Court not less than 48 hours before it is to be presented.

The application shall set forth the grounds on which it is based ; if the applicant relies upon facts which do not appear in the record, the application shall be supported by affidavit. The applicant shall see that the record is sent to the Chief Justice.

33. A similar application shall be made for any case which, because of its complexity, the number of witnesses involved or any other unusual circumstances, requires a special date for proof and hearing.

34. Applications made in virtue of rules 32 and 33 shall be presented to the Chief Justice in chambers at 9 h 30 on a Thursday or at such other time as he may fix.

35. Rule 34 applies to all motions to fix a date for hearing municipal and school cases, as well as actions between landlords and tenants.

DIVISION III

PRACTICE COURT

36. The Chief Justice determines the number of divisions of the Practice Court and the distribution of cases therein.

37. Every proceeding in the Practice Court or before the judge in chambers shall contain on the back and on the first inside page a reference to the article of the code or section of the law under which it is taken.

38. The notice shall provide for the presentation of the proceeding at 9 h 30. The proceeding must be filed in court one clear juridical day before the date of its presentation. In cases of great urgency the judge may shorten this delay.

39. If the parties' attorneys are absent the proceeding may be continued *sine die*.

40. Any proceeding which is adjourned twice and which fails to proceed without a serious reason shall be continued *sine die*.

DIVISION IV

RECORDING OF TESTIMONY

41. The party that requires the recording of testimony must submit a request therefor to the judicial hearings re-

cording service at least one week prior to the hearing of the case.

On the day of the hearing, the attorneys must confirm with the clerk that the testimony will be recorded.

DIVISION V DELEGATION OF POWERS BY THE CHIEF JUSTICE

42. The Chief Justice may designate a colleague in his stead to hear and dispose of applications made under this Part.

PART III RULES APPLYING ONLY TO THE DISTRICT OF QUÉBEC

DIVISION I INSCRIPTION FOR PROOF AND HEARING

43. The inscription for proof and hearing in contested cases must specify the nature of the case, the amount involved, the time required for proof and hearing and the address of the domicile elected, if any.

44. After the filing of the inscription, the attorneys for the parties shall :

(a) immediately advise the master of the rolls of any proceeding which changes the state of the record or defers the date for the hearing ;

(b) deposit in the court record any settlement of the case, as soon as it occurs.

DIVISION II GENERAL ROLL OF CASES

45. Under the authority of the Chief Justice, a general roll of inscribed cases is prepared every 2 months ; after the master of the rolls has advised the parties or their attorneys, the roll is called during the month preceding the anticipated period set for hearing the cases.

46. At the time the general roll is called, the judge responsible for calling the roll assigns a date for hearing each case ready to be heard.

47. After the dates for the cases ready to be heard are set, the master of the rolls prepares a roll for hearing the cases thus fixed. On the roll for hearing are indicated the number of each case, the names of the parties, the names of the attorneys and the date set for the hearing.

48. The roll for hearing is sent to the attorneys of the parties by the master of the rolls ; the roll for hearing sent to the advocates constitutes the notice prescribed in article 278 of Code of Civil Procedure.

DIVISION III HEARING OF CASES

49. Any case entered on the roll for hearing proceeds on the date set on the roll, except where the Chief Justice or coordinating judge has granted a postponement beforehand.

50. A case which has been started must continue without adjournment until it has been completed. If it cannot be completed normally, the judge fixed a date for its continuation and notifies the Chief Justice.

51. Any case that has already been adjourned twice and with which the parties are not yet ready to proceed is struck off, and may not be put back on the general roll or on the roll for hearing unless so ordered by the Chief Justice or coordinating judge upon written motion.

DIVISION IV POSTPONEMENTS AT THE TIME THE ROLL OF HEARING IS CALLED

52. For serious reasons, postponement of a case fixed for a hearing may be applied for in writing, to the Chief Justice or coordinating judge, not less than 8 days before the date fixed for the hearing. An application in writing must be substantiated.

53. Exceptionally, despite the period fixed by rule 52, application for postponement may be made orally to the Chief Justice or coordinating judge, who disposes of it in the manner that best serves the ends of justice.

54. The parties consent to the postponement of a case on the roll for hearing is not sufficient grounds for the postponement to be granted.

DIVISION V SPECIAL APPLICATIONS

55. An application to have a case fixed by privilege or to have a struck case put back on the roll must be made by written motion and served upon the opposite party, and must include the appropriate notice.

After the notice has been served, it must be filed in the office of the court at least 48 hours before being presented.

The application states the grounds on which it is based ; if the applicant alleges facts that are not in the record, he must support his application by oath. The record thus constituted must be presented to the Chief Justice or coordinating judge on the day and at the time specified in the notice.

56. A similar application may be made for any case which, because of its complexity, the number of witnesses or any other unusual circumstances, requires a special date for the proof and hearing.

57. Applications made pursuant to rules 55 and 56 must be presented in the chamber of the Chief Justice or coordinating judge at 9 h 30.

58. Rule 57 also applies to motions to determine the date for the hearing of municipal and school cases or of cases provided for by any special Act.

DIVISION VI PROCEDURES BEFORE THE PRACTICE COURT AND THOSE TO BE PRESENTED IN THE CHAMBER

59. Inscriptions by default or *ex parte* must specify the nature of the case and the amount involved.

60. Any procedure submitted to the Practice Division must be submitted at 10 h and filed in the office of the Court one clear day before the date on which it is presented, unless special permission of the Court is granted.

61. Procedures to be presented to a judge in chambers must be submitted to the judge designated for practice or, in his absence, to the Chief Justice or coordinating judge.

62. Any procedure before the Practice Court or before a judge in chambers must specify, on the outer and inner pages, the reference to the article of the code or the section of the act on which it is based. Where required, it must include a notice specifying the day and the time of its presentation ; the original and the attestation of its being served must be filed in the office of the court one clear day before it is presented.

63. The Chief Justice or, upon his request, the coordinating judge, may designate a judge to hear the applications made in accordance with rules of practice of this Part.

DIVISION VII MISCELLANEOUS PROVISIONS

64. Any application for the suspension of a suit made in application of article 273 of the Code of Civil Procedure must specify the number of the related action in the Superior Court and the names of the parties to the action.

65. The judgment granting or refusing a motion presented in chambers must be cited in the motion.

66. In this Part, the expression "Chief Justice" includes "Associate Chief Justice".

Decision of 10.09.66, (1966) 98 O.G., 5229 and 5480
 Decision of 21.05.70, (1970) 102 O.G., 3672 and 6227
 Decision of 08.03.72, (1972) 104 O.G., 3926
 Decision of 19.09.74, (1974) 106 O.G.II, 4549
 Decision of 25.02.77, (1977) 109 O.G.II, 1175
 Decision of 30.11.79, (1981) 113 G.O.II, 1525
 Decision of 12.06.81, (1981) 113 G.O.II, 2524



c. C-25, r.5

Rules of practice of the Provincial Court relating to appeals from decisions of the Régie du logement

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

An Act to establish the Régie du logement and to amend the Civil Code and other legislation (S.Q., 1979, c. 48, s. 107 ; after consolidation : An act respecting the Régie du logement, R.S.Q., c. R-8.1, s. 107)

1. These rules of practice apply to appeals provided for by sections 91 to 107 of the Act to establish the Régie du logement and to amend the Civil Code and other legislation (S.Q., 1979, c. 48 ; after consolidation : An Act respecting the Régie du logement, R.S.Q., c. R-8.1).

2. Every proceeding relating to an appeal is served in the manner provided for in articles 120 to 146 of the Code of Civil Procedure or by registered or certified mail, with acknowledgement of receipt or delivery, and without the necessity to obtain the authorization provided for in article 138 of the Code of Civil Procedure.

3. The inscription must set out the grounds of the appeal and is filed in the office of the clerk of the Provincial Court, together with proof of service as well as a copy of the decision of the Régie du logement.

4. If appellant wishes the Court to subpoena witnesses, he must produce a list of their names and addresses when filing his inscription.

If respondent wishes the Court to subpoena witnesses, he must produce a list of their names and addresses when filing his appearance.

5. Within 15 days of receipt of the inscription in appeal, the Board transmits to the Provincial Court a certified copy of its record.

6. The ordinary procedure in first instance as set out in Book II of the Code of Civil Procedure shall govern the appeal except where incompatible with the Act respecting the Régie du logement or the present rules of practice.

7. Under the authority of the Chief Justice or his representative, the clerk of the Court enters upon a special roll those cases duly inscribed for proof and hearing.

8. As soon as the judgment is filed at the clerk's office, the clerk will serve a copy thereof on the parties and the Board, in accordance with section 2.

9. The rules of practice of the Provincial Court apply herein, insofar as they are not incompatible with these rules.



c. C-25, r.6

Rules of practice of the Superior Court of the district of Montréal in civil matters

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

DIVISION I PRELIMINARIES

1. The Rules of practice of the Superior Court of Québec in civil matters (c. C-25, r.8) are replaced, amended or completed, as the case may be, by these rules which shall apply in the district of Montréal.

For the sake of clarity, but without limiting the generality of the first paragraph, rules of practice 19, 20 and 21 of the Rules of practice of the Superior Court of Québec in civil matters are replaced, for the district of Montréal, by these rules.

DIVISION II ROLLS FOR HEARING

2. Under the authority of the Chief Justice, the master of the rolls shall distribute the cases among the available judges according to the nature of each case and the duration anticipated for proof and hearing.

The roll for hearing thus prepared shall show the name of the judge, the number of the case, the name of the parties and their attorneys, the date and hour of hearing and the number of the court room.

3. At least 2 months before the opening of the term, the master of the rolls shall post in the Court House a copy of the roll for hearing, and shall also transmit, either by messenger or by ordinary second class mail, a copy thereof to each of the attorneys of record at the addresses filed at the office of the master of the rolls.

4. The Chief Justice may, after having given notice to the parties or their advocates, call those cases in which a certificate of readiness has not been filed within 6 months from inscription. The Chief Justice may, in his discretion, strike the case from the roll, continue it to a subsequent monthly calling of the roll, fix it peremptorily on the special roll or the ordinary roll, or adopt any other appropriate measure to assure the ends of justice.

DIVISION III HEARING OF CASES

5. If, for any reason, a case cannot be heard in the court room where it has been fixed for hearing, the master of the rolls, under the authority of the Chief Justice, shall refer it to another judge who is available, in such manner as will assure the greatest efficiency ; if there is no judge available for either sitting on that day, the master of the rolls shall fix the case as soon as possible on a subsequent roll.

6. A case which has been started should normally continue until it has been completed without adjournment to a subsequent session of the Court. If it cannot be completed, the master of the rolls shall fix it as soon as possible on a subsequent roll.

DIVISION IV POSTPONEMENTS

7. No postponement shall be granted by the Court by reason only of the consent of the parties.

8. Any request for a postponement shall be made within the month of the publication of the roll for hearing, by written motion presented before the judge in chambers ; he shall dispose of the motion in accordance with his discretion and may, if he grants the postponement, on his own authority, fix the case on a subsequent roll.

9. Under reserve of article 288 of the Code of Civil Procedure, no later request for postponement shall be taken into consideration unless there are truly exceptional circumstances which have been alleged by written motion presentable to the Chief Justice who shall decide the matter in accordance with his discretion.

10. When an advocate is unable, for serious reasons, to make a written application for postponement before his case is called, he may send a message, verbal or otherwise, to the Chief Justice or to the presiding judge, to be followed as soon as possible by a written application.

DIVISION V SUMMARY ROLL

11. There may be inscribed on the summary roll the following cases :

(a) actions in which the defendant made default to appear or articulated facts. The motion to have the facts held

to be admitted as well as the inscription for judgment may be submitted at the same time ;

(b) actions on account, promissory note, cheque, bill of exchange, acknowledgement of indebtedness or other document, in which the plea is a general denial ;

(c) actions between landlord and tenant involving a dwelling where the claim is solely for rental due and damages resulting from loss of rental.

12. There may also be inscribed on the summary roll, with the authorization of the Chief Justice or an officer appointed by him for this purpose, on motion by one of the parties after notice to the adverse party, the following cases :

(a) actions on account, note, cheque, bill of exchange, acknowledgement of indebtedness or other document in which the plea does not seem to be serious or appears to have filed solely in order to obtain delay ;

(b) actions in execution of a clause of *datation en paiement* or of a resolutive clause or hypothecary actions when the plea is a general denial, does not seem to be serious or appears to have been filed solely in order to obtain delay ;

(c) actions between landlord and tenant other than those covered by paragraph c of rule 11 ;

(d) actions, which are to be heard and decided by preference, when the plea is a general denial, does not seem to be serious or appears to have been filed solely in order to obtain delay.

13. Notwithstanding the provisions of general rules of practice 11 to 14, a certificate of readiness shall not be necessary for purposes of placing a case on the summary roll providing that the inscription itself contains the information required for the placing of the case on the summary roll.

14. Applications to have a case fixed on the summary roll shall be presented to the officer appointed by the Chief Justice on Mondays and Tuesdays of each week between 14 h and 16 h 30 or at such other time as may be fixed by the Chief Justice.

DIVISION VI PRACTICE DIVISION

15. The Chief Justice shall determine the number of sections of the Practice Division and the distribution of cases therein.

16. Subject to the right of the Chief Justice to modify this rule if he considers it proper to do so, notice of presentation of any proceeding shall be given for 9 h 30, in Room 2.13 in family matters other than divorce ; in Room 2.01 in matters of divorce ; in Room 2.16 in any other matters ; the proceedings may then be referred to any other appropriate division.

17. Any proceeding where neither of the advocates is present at the second calling of the roll shall be continued *sine die*.

18. Any proceeding which has already been adjourned twice and with respect to which the parties are not ready to proceed shall be struck.

DIVISION VII DELEGATION OF POWERS BY THE CHIEF JUSTICE

19. The Chief Justice may, from time to time, designate any judge in his stead to hear and dispose of applications made under any of these rules.

DIVISION VIII TRANSITIONAL PROVISIONS

20. The application of the following rules, numbered 21 to 27, relative to the provisional roll, has been suspended providing that the Chief Justice may reinstate them in whole or in part should he deem it proper.

21. Approximately 2 months before the commencement of a regular session, the Chief Justice assisted by the master of the rolls, shall fix the dates of the session and determine the number of judges who will hear the cases during the session. The master of the rolls shall prepare and post in the Court House a provisional roll containing a sufficient number of cases to form a definitive roll for proof and hearing in view of the number of judges available and the nature of the trials, and a notice of the day, hour and place of the meeting mentioned in rule 26.

22. At least 10 days before the said meeting, the master of the rolls shall send by mail a list of all the cases on the provisional roll to all advocates who have appeared therein, together with a copy of the notice mentioned in rule 21.

23. On receipt of the said list of cases and notice, the advocates must make certain of the availability of their witnesses and inform the master of the rolls and the advocates of the opposite party that they will be ready to proceed on the date and at the hour indicated. They must also advise

the master of the rolls of the approximate duration of the proof and hearing in each of their cases.

24. In cases which are estimated to require a hearing of 1 or 2 days, the advocates must see the master of the rolls and satisfy him that such time is required in order to permit the master of the rolls to fix an approximate date for the proof and hearing.

25. In cases which are estimated to require 3 days or more for proof and hearing or in cases of a special nature, the advocates must see the master of the rolls who may, if he sees fit, refer them to the Chief Justice or to a judge designated by him. The latter may convoke the advocates, examine the record to determine the duration of the proof and hearing and consider ways and means of shortening same and thereupon return the record to the master of the rolls to be placed on the roll at an appropriate date.

26. On the date and at the hour mentioned in the notice, the Chief Justice or any other judge designated by him, assisted by the master of the rolls, will hold a meeting with the advocates who have not availed themselves of rule 23.

However, every case in which at least one of the advocates, either in writing before the meeting or verbally at the meeting, declares himself ready to proceed will be noted for inclusion on the definitive roll, unless one of the other advocates, after having given 1 clear day's written notice to his opponent with copy to the master of the rolls, offers a satisfactory reason for postponement to a future term.

27. All cases for which no written notice has been sent to the master of the rolls and no advocate has appeared at the meeting, shall be struck.

Decision of 09.03.74, (1974) 106 O.G.II, 1965
 Decision of 08.11.75, (1976) 108 O.G.II, 547
 Decision of 28.05.76, (1976) 108 O.G.II, 3865
 Decision of 05.11.77, (1977) 109 O.G.II, 6203
 Decision of 07.11.80, (1981) 113 G.O.II, 881



c. C-25, r.7

Rules of practice of the Superior Court of the district of Québec in civil matters

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

DIVISION I PRELIMINARIES

1. The Rules of practice of the Superior Court of Québec in civil matters (c. C-25, r.8) are, as the case may be, replaced, amended or completed by these rules which shall apply in the district of Québec.

2. In these rules, the expression “Chief Justice” means the judge appointed to perform the duties of the Chief Justice of the Superior Court in the Québec Appeal division.

DIVISION II GENERAL AND SPECIAL ROLLS

3. The general and special rolls provided for in article 275 of the Code of Civil Procedure (R.S.Q., c. C-25) are kept by the prothonotary and the drawing up thereof is entrusted to a master of the rolls who shall act under the authority of the Chief Justice.

4. The general roll includes 3 parts :

- (a) cases assigned to the Family Division ;
- (b) actions in damages for personal injuries ;
- (c) other cases which are not inscribed on the special roll.

5. The following matters are inscribed on the special roll :

- (a) relating to the compulsory execution of judgments (a. 576 C.C.P.) ;
- (b) in contestation of a claim filed by a creditor in garnishment proceedings (a. 646 C.C.P.) ;
- (c) in contestation of a claim filed in a voluntary deposit (a. 659 C.C.P.) ;
- (d) relating to extraordinary recourses mentioned in Title VI of Book V of the Code of Civil Procedure (aa. 834 to 850) ;
- (e) arising between lessor and lessee ;

- (f) based on bills of exchange, cheques, promissory notes or acknowledgments of debt ;
- (g) for services rendered or goods sold and delivered ;
- (h) for salary, wages or remuneration ;
- (i) in reimbursement of a loan, secured or not ;
- (j) for alimentary allowances ;
- (k) in expropriation ;
- (l) founded on a resolutive clause or a giving in payment clause ;
- (m) in injunction ;
- (n) in which defendant failed to appear and answer interrogatories upon articulated facts ;
- (o) motions for declaratory judgment, contested in writing ;
- (p) motions for demolition, contested in writing ;
- (q) motions under the Constitut or Tenure System Act (R.S.Q., c. C-64).

6. When a motion for declaratory judgment or a motion for demolition is contested in writing, a certificate of readiness shall be completed and the file shall be referred by the prothonotary to the master of the rolls for inscription on the special roll.

DIVISION III HEARING ROLL

7. The hearing roll shall show the date and time set for the hearing, the court room number, the file number, the name of the parties and their attorneys, the nature and probable duration of the case.

8. At least 2 months before the opening of the session, the master of the rolls shall post up, in the Court House, a copy of the hearing roll and shall also send a copy thereof to each of the attorneys of record and to the judges, either by messenger or by second class mail, at the address filed with his office.

DIVISION IV FAMILY DIVISION

9. The following matters are assigned to the Family Division :

- (a) divorce ;
- (b) separation from bed and board ;
- (c) separation of property ;
- (d) declaration of paternity ;
- (e) disavowal of paternity ;
- (f) oppositions to marriage ;
- (g) annulment of marriage ;
- (h) motions under article 827 of the Code of Civil Procedure ;
- (i) homologation of agreements modifying the matrimonial regime and marriage contract ;
- (j) rectification of registers of civil status ;
- (k) tutorship and curatorship ;
- (l) sale of property belonging to incapables ;
- (m) confinement expenses ;
- (n) youth protection.

10. Cases by default and *ex parte* assigned to the Family Division, shall be heard by the Family Division hearing contested cases, and the inscription shall indicate the approximate duration of the case and the number of witnesses who will be heard.

11. The master of the rolls, under the direction of the Chief Justice, shall inscribe these cases on the hearing roll of contested cases.

12. Before presenting a motion for interim orders, the attorney of record shall communicate with the designated officer, at the office of the Family Division, in order to obtain a date on which the motion may be heard.

DIVISION V PSYCHO-SOCIAL REPORTS

13. Notwithstanding the consent of the parties, the Court must hear the evidence supporting the facts alleged in any proceedings, before ordering a psycho-social valuation by the Service psycho-social of the Court. The judge remains seized of the file, unless administrative circumstances justify the Chief Justice to decide otherwise.

DIVISION VI TRIALS

14. If a case cannot be heard, for any reason whatsoever, in the court room indicated, the Chief Justice refers it to another judge assigned to another court room, as may best assure efficiency ; if there is no other judge available at any sittings held on the same day, the Chief Justice sets the case at the earliest possible date on a subsequent roll.

15. A case which has begun shall normally be heard without adjournment to an ulterior session of the Court. If it cannot be thus heard, the Chief Justice sets the continuation at the earliest possible date on a subsequent roll.

DIVISION VII ADJOURNMENT

16. All requests for adjournments shall be made in writing by motion before the Chief Justice ; he shall then dispose of the motion in his discretion and may, if he grants the adjournment, set the case, *ex officio*, on a subsequent roll.

17. On the date set for the trial, no adjournment shall be granted by the Court solely upon consent of the parties.

DIVISION VIII PREFERENTIAL HEARING

18. All motions for preferential hearing shall be made in writing before the Chief Justice ; they must set the reasons on which they are based and if the petitioner alleges facts which do not appear from the file, such facts must be supported by an *affidavit*.

The attorney for the petitioner shall bring with him the original file when he makes his motion.

DIVISION IX WARRANTY PROCEEDINGS

19. Warranty proceedings and impleadings shall not stay the principal action except in the case provided for in article 218 of the Code of Civil Procedure and the warranty proceedings and impleadings may not be inscribed on the hearing roll unless they are also inscribed for proof and hearing and unless a certificate of readiness has been completed and filed as in a principal action.

DIVISION X JOINDER OF ACTIONS

20. All motions for joinder of actions made under articles 270 and 271 of the Code of Civil Procedure shall be served on all the parties or their attorneys in each of the cases.

The motion shall indicate if each case is ready or not, and in the affirmative, there must be annexed thereto a copy of the certificate of readiness filed in each case.

If either one or the other of the cases is inscribed on a hearing roll for a subsequent month, the special prothonotary shall refer the motion to the Chief Justice.

DIVISION XI INSCRIPTION OF THE HEARING ROLL OF LENGTHY CASES

21. Any case the foreseen duration of which is 2 days or more, any case comprising warranty proceedings or impleadings, and also all joined cases may not be inscribed on the hearing roll unless the Chief Justice has, upon motion, set a hearing date.

DIVISION XII PRACTICE DIVISIONS

22. In the practice divisions, either family practice or civil practice, any matter called for a third time is struck off the roll, except in special circumstances.

23. Bankruptcy matters shall be moved before the practice court solely on Monday of each week and civil matters, on Tuesday, Wednesday and Thursday ; if Monday is a non-judicial day, bankruptcy matters shall be moved on the next following judicial day and civil matters, on the following days.

24. In all matters before the practice divisions, either family practice or civil practice, all the parties and their attorneys shall be called and their attendance or absence noted in the minutes.

25. All matters on the practice roll of the Family Division shall be heard in the following order :

- (a) motions for an absolute decree of divorce ;
- (b) motions for interim orders where an agreement is filed ;
- (c) all other uncontested motions without proof ;

- (d) all contested motions and motions with proof.

26. All motions for the appointment of a tutor or curator referred to a judge shall be made solely on the Friday of every week, except in urgent cases.

DIVISION XIII COURT FILES

27. All Court files shall contain, on the inside front cover, a numerical index of all proceedings and a concise note of all documents filed.

This index shall be constantly maintained up to date by the prothonotary or registrars as the case may be.

DIVISION XIV MOTIONS BEFORE THE CHIEF JUSTICE

28. All motions which must be made before the Chief Justice shall be in writing, with notice thereof to the opposite party and shall be heard solely on Wednesday and Friday of each week between 10 h and 12 h, except in urgent cases.

DIVISION XV MISCELLANEOUS

29. When a case is discharged from advisement, it must be heard by the same judge, unless administrative circumstances justify the Chief Justice to decide otherwise.

30. In all cases where witnesses have been heard out of court with the permission of the court under article 196 of the Code of Civil Procedure, the case is taken under advisement by the judge who granted the permission.

31. During the sessions of the Court, no examination on discovery shall be held before 13 h either at the Court House or elsewhere.

32. The Court stenographer shall give the judge seized of a case, written notice of the filing of the transcription of his notes.



c. C-25, r.8

Rules of practice of the Superior Court of Québec in civil matters

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

DIVISION I PRELIMINARIES

1. The present rules shall apply through all the judicial districts of Québec, except when expressly departed from under the authority of article 47 of the Code of Civil Procedure (R.S.Q., c. C-25).

Saving any provision to the contrary, the present rules shall also apply with respect to divorce and bankruptcy.

DIVISION II OFFICE HOURS

2. All persons may have access to the records of the Court as well as to the registers of the prothonotary and the sheriff, at their respective offices, on all juridical days during office hours.

A Court record may be consulted only in the presence of the prothonotary. If the prothonotary is unable to be present during such consultation, he shall obtain a written acknowledgment of it which must remain in the record.

DIVISION III PROCEEDINGS AND EXHIBITS

3. Every proceeding must be on one side only of good quality foolscap paper ; the endorsement must indicate its nature and object, the number of the record and the names of the parties, the name of the party who produces it and the name and address of its attorney.

Every proceeding of a party must be signed by its attorney. If a party is not represented by an attorney, except in the cases provided by article 61 of the Code of Civil Procedure, its proceeding must bear its own handwritten signature.

In every proceeding, the parties shall keep the same order and designation as in the first proceeding in the case.

4. In the event of an amendment to a proceeding, the additions or replacements must be underlined, or indicated

in the margin by a vertical line, and deletions must be indicated by means of dots enclosed in brackets.

5. Each list of exhibits enumerates and identifies the exhibits attached to it and gives the number of each exhibit preceded by an identifying letter attributed to each party, which shall be used until the end of the hearing. There shall be only one series of numbers.

6. The prothonotary, upon receipt of a proceeding or an exhibit, numbers it, notes upon it the date and time of reception and appropriately describes it in the record.

7. In every petition for divorce or action in annulment of marriage, separation of property or separation from bed and board, the plaintiff or the defendant must file in the office of the Court, at the latest with the inscription, the documents necessary, in accordance with the rules of evidence, to supply the information required by article 817 of the Code of Civil Procedure, or a detailed *affidavit* establishing the impossibility of producing such documents, failing which the inscription shall be refused by the prothonotary who shall return it by registered or certified mail to the party who attempted to produce it.

8. Every motion must set out the facts and grounds urged in support thereof ; it must be supported by an *affidavit* if the facts do not appear from the record.

9. Every proceeding in the Practice Division and before the judge in chambers shall contain a reference to the article of the code or the section of the law under which it is made.

There shall be placed on the roll only those proceedings filed in Court at least one clear juridic day before the day of presentation, saving in such districts as may be specially exempted by the Chief Justice.

10. To be put on the roll of the Practice Division, any motion for the purpose of fixing or modifying an alimentary pension shall be accompanied with a statement, which must be served, of the revenues and expenses of the applicant.

11. Before the presentation of such a motion, the respondent shall furnish in writing to the applicant, and shall file in the record, a statement of his own revenues and expenses, in default of which the applicant may, at the discretion of the Court, proceed *ex-parte*.

12. Any suit for the custody of children, under article 827 of the Code of Civil Procedure, must be supported by the *affidavit* of the party suing to the effect that the child is neither the object of a decision of the Youth Court, nor of an agreement with a director of youth protection in a social service centre or, where applicable, containing the details of such decision or agreement.

13. The production of a plea in violation of article 176 of the Code of Civil Procedure shall not prevent the plaintiff from inscribing his case in accordance with article 192 of the Code of Civil Procedure and following.

DIVISION IV THE PROTHONOTARY'S REGISTERS AND INDEXES

14. The prothonotary shall keep, in the form of books, cards, films, magnetic recordings or as otherwise decided by the Chief Justice in agreement with the administration, the following registers and indexes :

(a) an index of plaintiffs, defendants and other parties ;

(b) an index of elections of domicile ;

(c) an index of the cases taken under advisement, with respect to both incidental proceedings and the merits, containing :

- i. the number of the case ;
- ii. the names of the parties ;
- iii. the name of the judge ;
- iv. the date on which the matter has been taken under advisement ;

(d) a plumeitif containing :

- i. the number of each case ;
- ii. the names of the parties in accordance with articles 114 and 115 of the Code of Civil Procedure ;
- iii. the nature of the writ, the amount claimed and the date on which the copy of the writ was deposited ;
- iv. the nature and the date of filing of all documents ;
- v. a concise description of each document filed ;
- vi. a concise summary of all judicial orders, interlocutory and final judgments rendered and their date ;
- vii. the date of each session of the Court and the date of the deposit of the *procès-verbal* of the hearing at such session ;

viii. the date on which the record is complete and that on which it has been sent to the judge to deliberate ;

ix. the date of any examination of the debtor or of a third party ;

x. the nature of any writ of execution requested ;

xi. the date of the writ of execution, the district or districts where it is to be executed and the date of its return ;

xii. the judgments given since the issue of the writ of execution or of attachment ;

xiii. the oppositions, claims or contestations filed, their nature, the date of their filing and the names of the attorneys of the parties ;

xiv. the amount realized, if any ;

xv. the date of posting of the schemes of collocation, that of their homologation and of their transmission to the sheriff, as well as the date and a concise mention of the motions made in connection therewith ;

(e) a register containing the originals of judgments ;

(f) a journal of final judgments containing :

- i. the number of the case ;
- ii. the names of the parties indicating their firm names, if any ;

(g) a register in conformity with article 275 of the Code of Civil Procedure ;

(h) an index of cases inscribed in appeal containing :

- i. the number of the case both in the Court of Appeal and in the Superior Court ;
- ii. the names of the parties and their attorneys ;
- iii. the date of the judgment appealed from and the name of the judge or prothonotary who rendered it ;
- iv. the date of the filing of the inscription in appeal ;
- v. the date the record is transmitted to the office of the Court of Appeal ;
- vi. the date the record is returned to the Superior Court ;

(i) a register in which are inscribed the date of every judgment maintaining an action in separation of property, separation from bed and board or annulment of marriage, the name of the judge, the number of the case and the names of the parties ;

(j) an index of petitions for injunction, writs of *habeas corpus* and extraordinary recourses mentioned in Title VI of Book V of the Code of Civil Procedure, containing :

- i. the number of the case ;
- ii. the names of the parties and of their attorneys ;
- iii. the date and nature of the petition ;
- (k) an index of expropriations containing :
 - i. the number of the case ;
 - ii. the names of the parties and their attorneys ;
 - iii. the date of the introduction of the suit ;
- (l) an index of class actions containing :
 - i. the number of the case ;
 - ii. the names of the parties and their attorneys ;
 - iii. the date of the introduction of the suit ;
- (m) a register of non-contentious proceedings containing :
 - i. the description of the parties ;
 - ii. the object of the proceedings ;
 - iii. the conclusions of the judgment ;
 - iv. a mention of the proceedings after judgment ;
- (n) all other registers, indexes or cards which may be required by law or ordered by the Chief Justice or decided upon by the prothonotary ;
- (o) an alphabetical index of each of the above mentioned books under the name of each of the parties.

DIVISION V ROLLS FOR HEARING

15. Except in matters concerning divorce, no case inscribed on the rolls of the Superior Court, whether in the past or the future, shall be placed on the roll for hearing unless the parties or their advocates have jointly completed with precision and have filed at the prothonotary's office a certificate of readiness for such case in accordance with Form I. The Chief Justice may, however, order that this form be modified, should he deem it proper or otherwise suspend in all or in part the effect of this Division.

In matters concerning divorce, the inscription shall state the time probably required for proof and hearing.

16. In the districts where there is a master of the rolls, the prothonotary shall direct the certificate forthwith to the latter's office. If the certificate is defective in form or incomplete, the prothonotary or the master of the rolls shall set it aside and advise in writing the attorneys concerned who shall be responsible for rectifying the situation.

17. If the parties are unable to agree upon the filing of a certificate of readiness within 30 days from inscription, either party may, by written motion supported by a draft certificate and presentable before the judge in chambers, request that the case be put on the roll for trial ; the judge in chambers shall decide such motion in accordance with his discretion.

18. Upon the production of the required certificate of readiness or an order of the judge in chambers as the case may be, the case shall be placed on the roll for hearing having regard to the date when the action was instituted (art. 276 C.C.P.) and in conformity with the following rules.

19. The prothonotary shall prepare a list of the cases which can be called during the coming weeks and, at least 15 days before the date of the sitting hereinafter mentioned, he shall send such list by mail to the lawyers of record in the cases inscribed on the list and shall summon them to a sitting presided by the Chief Justice, or a judge designated by him or, with his agreement, the prothonotary.

The president of the sitting shall determine the date of hearing of the cases appearing on the list, after consultation with the attorneys. Any request for postponement must be presented at that sitting.

20. The prothonotary shall send as soon as possible the roll of hearing which will thus have been prepared, to the attorneys whose names appear on the roll as well as to the judges who will be hearing the cases which are listed on the roll and, if such be the case, to the judge who has presided the sitting mentioned in rule 19.

The roll of hearing shall show :

- (a) the name of the presiding judge ;
- (b) the number of the case ;
- (c) the name of all the parties ;
- (d) the name of the lawyers of record ;
- (e) the date and hour of the hearing ;
- (f) the place of the hearing and, if any, the number of the Court room ; and
- (g) and any other information prescribed by the president of the sitting mentioned in rule 19.

21. The prothonotary shall draw up the minutes of the sitting mentioned in rule 19 and note in the record of each case that has been called whether the attorneys are present or not.

22. The Chief Justice or the judge designated by him or, under their authority, the prothonotary or the master of the rolls may add to the roll for hearing cases that he deems ready to proceed.

23. Any petition to fix a case by preference, or on a special date due to the circumstances, shall be made in writing and served on the opposite party with a notice, in which the date and hour of presentation shall have been previously determined by the judge designated by the Chief Justice or by the prothonotary under his authority.

After service, the petition must be filed at the prothonotary's office at least 2 clear days before its presentation. It must allege the reasons on which it is based and, if petitioner alleges facts which do not appear from the record, the petition must be supported by an *affidavit*.

The petitioner's attorney shall see that the Court record is brought before the judge and this judge alone, under reserve of the authority of the Chief Justice, has jurisdiction to hear and decide the issue.

24. The mailing to the attorneys, by the prothonotary, of the roll for hearing of the Superior Court constitutes the notice to the attorneys provided for by article 278 of the Code of Civil Procedure.

25. If it appears to the trial judge that the certificate of readiness contains inaccuracies without which the case would not have been put on the roll for hearing, he may strike the case from the roll or adjourn it or adopt any other appropriate measure to assure the ends of justice.

26. The judge may decide to hear a case at another date or in another order than that found on the definitive roll.

27. The following matters are inscribed on the special roll :

- (1) respecting the compulsory execution of judgments (article 576) ;
- (2) to contest a claim filed by a creditor in a seizure by garnishment (article 646) ;
- (3) to contest a claim filed in the case of voluntary deposits (article 659) ;
- (4) respecting a seizure before judgment (article 740) ;
- (5) respecting the alimentary obligation between consorts, or between relatives or in-laws (article 827) ;

(6) respecting the extraordinary recourses mentioned in Title VI of Book V of the Code of Civil Procedure (R.S.Q., c. C-25) (articles 834 to 850) ;

(7) in *habeas corpus* (article 861) ;

(8) arising from relations between lessor and lessee ;

(9) upon a bill of exchange, cheque promissory note or acknowledgement of debt ;

(10) for services rendered or goods sold and delivered ;

(11) for salary, wages or remuneration ;

(12) for money lent, whether or not secured ;

(13) for sums due for board or lodging ;

(14) respecting the custody of children ;

(15) in expropriation ;

(16) based upon a resolutory or giving in payment clause ;

(17) in injunction ;

(18) in which the defendant has failed to appear for an examination upon articulated facts ;

(19) motions for declaratory judgment, when contested in writing ;

(20) motions for demolition, when contested in writing ;

(21) motions under the Constitut or Tenure System Act (R.S.Q., c. C-64).

The Chief Justice may amend the above enumeration or suspend its application in whole or in part for one or several districts.

DIVISION VI

SITTING OF THE COURT

28. All persons present in the Court room shall rise when the judge enters the Court room and remain standing until he has taken his seat. At the adjournment they again rise but no one leaves his place until the judge has retired.

29. At the opening of the sitting, the crier shall say in a loud voice : "Silence, all rise : the Superior Court is now in session. God save the Queen !".

30. In cases contested on the merits, no advocate shall address the Court unless wearing either :

(a) black gown, black jacket and dark trousers with white shirt, collar and bands ; or

(b) black gown and dark suit with white shirt and dark tie.

A woman advocate shall likewise wear black gown and a dark long-sleeved garment, with or without bands.

Articled students shall wear black gown and dark suit.

31. In cases contested on the merits, clerks, criers and other officers of the Court shall wear the gown appropriate to their office. Men shall wear a tie.

32. The general rules of practice number 30 and 31 do not apply in the Family Division in the district of Montréal.

33. The prothonotary draws up the minutes of the hearing in which he makes mention of :

(a) the identity of the judge presiding at the hearing ;

(b) the various steps of the proceeding ;

(c) the identity of the attorneys and the witnesses ;

(d) the identity of the clerks and stenographers ;

(e) the exhibits filed ;

(f) the orders of the Court and the decisions rendered without being taken under advisement, except those concerning the proof which have been recorded in the depositions ;

(g) the admissions dictated to the reporter or mechanically recorded ;

(h) the admissions dictated to himself, which he has signed by the parties or their attorneys.

34. During the hearing, the prothonotary draws up a list of exhibits, marking the exhibits by the letter and following the numbers already employed. If the exhibits marked are not produced, he mentions it on the list.

35. Every person appearing before the Court must be suitably dressed.

Every person addressing the Court must stand up, except with leave of the judge.

36. Anything that interferes with the decorum and good order of the Court is forbidden.

The reading of newspapers, the practice of photography, cinematography, broadcasting or television are equally prohibited during the sittings of the Court.

DIVISION VII STENOGRAPHERS

37. Every stenographer shall proceed to the Court room at which he is to fulfill his duties, and be present at the opening of the session and remain there until freed by the judge.

38. The prothonotary shall make a report to the Chief Justice when a case has not proceeded because of the lack of the services of an official stenographer and state the reason for this lack, if it is known to him.

39. The stenographer must take the depositions, the admissions which are dictated to him, the objections to the evidence, the argument upon the objections if the judge so requires and the decisions thereon.

40. The stenographer who is ordered to transcribe at the same time more than one deposition in the same case can tax only once the title of the case and the certificate of transcription. Each of the pages upon which the deposition is reproduced mentions, at the top thereof, the name of the witness. The stenographer must preserve his notes at the place fixed by the prothonotary.

41. The stenographer who violates these rules of practice shall be liable to the sanction provided for by article 15 of the Code of Civil Procedure.

DIVISION VIII JUDGMENTS AND CASES UNDER ADVISEMENT

42. Before sending the record to the judge, the prothonotary makes sure that it contains the proceedings, exhibits, interlocutory proceedings and interrogatories taken out of Court, numbered day by day according to the date of their production, as well as the notes required by the Court. If the record is incomplete, he notifies the attorneys in order that they may complete it.

No case will be *en délibéré* and no record sent to the judge until it has been completed, unless the judge decides otherwise.

43. When the proof made out of Court in virtue of article 196 of the Code of Civil Procedure has been filed in the record, the prothonotary, if he has no jurisdiction to render judgment and the Court is not sitting in the district,

transmits the record to the judge who authorized the proof out of Court.

44. It shall not be necessary to draw up and sign again on a separate paper, the interlocutory judgment already written out and signed on a motion presented to the Court. The prothonotary may issue authentic copies of such judgment.

45. Failing completion of the evidence by either party within the delay fixed by the judge at the hearing of a case, whether contested or not, the judge may :

(a) declare that he is no longer seized of the case, by a judgment a copy of which the prothonotary shall send to the Chief Justice ; or

(b) send, or have the prothonotary send to the attorneys of record or, should the parties not be represented by counsel, to the parties themselves a notice by registered or certified mail to remedy the default within such delay as the judge determines ; the judge shall take the case under advisement at the expiration of that delay, in the state in which the record shall then stand.

46. Failing completion by either party of the oral or written argument within the delay fixed by the judge at the hearing of a case, whether contested or not, the judge may act in accordance with paragraph *b* of rule 45.

DIVISION IX SHERIFF

47. The sheriff keeps in his office a register of the writs of execution, stating their nature and the names of the parties and the oppositions, as well as a register of notices given in virtue of articles 670 and 671 of the Code of Civil Procedure.

48. The sheriff, upon receipt of a proceeding or an exhibit, numbers it and inscribes upon it the date and time of its reception.

DIVISION X SURETYSHIPS

49. Security for costs may be replaced by the deposit in the office of the Court of a sum of money. The judge fixes and increases or decreases, if necessary, the amount thereof.

50. Articles 525 and following of the Code of Civil Procedure apply to all judicial suretyships.

DIVISION XI TARIFF OF FEES FOR COMMISSIONERS AND OTHER OFFICERS

51. Under reserve of the second paragraph of article 47 of the Code of Civil Procedure, the commissioners and other officers appointed by the Court shall be remunerated as follows :

(a) for administering the oath 2 \$;

(b) for deposit of report (when required) 10 \$;

(c) for each day of attendance, including preparation of report 30 \$.

However, this attendance fee may be increased by the judge according to the nature and importance of the case.

DIVISION XII CLASS ACTIONS

52. All proceedings relating to class actions and the backings therefor must contain the words "Class Action" immediately above the designation of "Superior Court".

53. The motion for authorisation to institute a class action (article 1002 C.C.P.) is presented in the district indicated by the rules relating to the place of instituting actions.

54. The motion is drawn in accordance with Form II and must, in particular, contain :

(a) an indication of the district where the petitioner proposes that the class action should be brought, together with reasons in support thereof ;

(b) a detailed description of all the identical, similar or related questions of law or fact which the petitioner wishes to have decided by the class action ;

(c) a description of those questions of law or fact, if any, which are particular to each member individually ;

(d) reasons justifying the bringing of the class action and which make difficult or impracticable the application of articles 59 or 67 of the Code of Civil Procedure, together with a list of authorities in support thereof, if any.

55. The motion must be accompanied by the following documents, of which a copy is served on the opposite party at the same time as the motion :

(a) all contracts or other documents, if any, on which the personal claim of the petitioner is founded ;

(b) copies of all contracts or other documents, if any, which the petitioner has in his possession and on which are founded other claims raising the same questions ;

(c) a list of the names and addresses of the members of the group, to the extent that they are known to the petitioner, and, to the extent that they are unknown, an estimate of their probable number and the place or places where they are domiciled ;

(d) a draft notice to members (article 1006 C.C.P.) in accordance with Form III ;

(e) a draft judgment granting the motion (article 1005 C.C.P.) in accordance with Form IV ;

(f) a list of the individual claims already filed, if any, raising the same questions ;

(g) a copy of rules 52 to 59 of these rules of practice.

Failure by the petitioner to comply with this rule does not bring about dismissal of the motion ; however, the judge, on request of any interested person or *proprio motu*, may postpone the date of the presentation of the motion and order the petitioner to remedy the default.

56. On the return date of the motion, the judge may permit the respondent to contest in writing, in a delay which he fixes. At the same time, the judge, after consulting with the attorneys, fixes a date for the hearing of the motion.

57. If the respondent contests in writing, his contestation must be accompanied by the documents mentioned in rule 55, to the extent that he does not accept those already produced by the petitioner. Any allegations of fact in the contestation must be supported by an *affidavit*.

58. Unless the judge grants special leave to the contrary, the motion is decided on the basis of the documents and *affidavits* submitted by the parties without hearing witnesses.

59. If authorisation to institute a class action is granted, the action is brought according to the ordinary rules, in the district designated by the Chief Justice and before a judge names by him.

FORM I
(r. 15)CANADA
PROVINCE OF QUÉBEC**SUPERIOR COURT**

DISTRICT

Names and PRESENT addresses of each of the parties

Case No.

VS.

CERTIFICATE OF READINESS

The parties or their attorneys, as the case may be, on the strength of the information furnished in this certificate, of which they attest the accuracy jointly request that this case be put on the roll for trial.

The parties or their attorneys, having previously verified the record, declare that:

- a) issue has been joined in each of the suits mentioned in paragraph 2 below;
- b) copies for the Court of all proceedings have been filed in the record;
- c) all preliminary matters have been disposed of;
- d) all of the exhibits alleged by the parties on the joinder of issues have been filed in the record.

1 — INSTITUTION OF ACTION

Date of institution of action

Date of last inscription

2 — NATURE AND AMOUNT OF ACTION

- a) Principal action \$
- b) Cross demand \$
- c) Intervention \$
- d) Forced intervention \$
- e) Other cases \$

3 — PROCEDURE☐ Ordinary☐ Urgent**4 — QUESTIONS IN DISPUTE**

5 — ADMISSIONS

The parties declare that they have examined together the possibility of admitting certain relevant facts in dispute and:

- ☐ That no admission is possible
- ☐ That admissions have been made in the pleadings
- ☐ That admissions have been signed by the parties and filed at Court

6 — EXAMINATIONS ON DISCOVERY		7 — EXAMINATIONS BY EXPERTS	
<input type="checkbox"/> N <input type="checkbox"/> A		<input type="checkbox"/> N <input type="checkbox"/> A	
a) 1 — Date _____ 2 — Person examined _____ 3 — By which party _____ 4 — Transcript produced at Court <input type="checkbox"/> yes	a) 1 — Date _____ 2 — Of whom or of what subject _____ 3 — By whom _____ 4 — Report produced at Court <input type="checkbox"/> yes <input type="checkbox"/> no		
b) 1 — Date _____ 2 — Person examined _____ 3 — By which party _____ 4 — Transcript produced at Court <input type="checkbox"/> yes	b) 1 — Date _____ 2 — Of whom or of what subject _____ 3 — By whom _____ 4 — Report produced at Court <input type="checkbox"/> yes <input type="checkbox"/> no		
c) 1 — Date _____ 2 — Person examined _____ 3 — By which party _____ 4 — Transcript produced at Court <input type="checkbox"/> yes	c) 1 — Date _____ 2 — Of whom or of what subject _____ 3 — By whom _____ 4 — Report produced at Court <input type="checkbox"/> yes <input type="checkbox"/> no		

8 — JOINDER OF ACTIONS

☐ not applicable ☐ if applicable → Give details → Cases joined _____

1 — Date of judgment ordering joinder _____

2 — Relevant details as to the action or actions joined _____

3 — If an action emanates from another district the record(s) has(have) been transmitted to the Prothonotary of the present district. ☐ yes

9 — WITNESSES		10 — PROBABLE DURATION OF PROOF AND HEARINGS	
Each of the parties foresees that he will call the following number of witnesses			
	None Ordinary Expert		
a) Plaintiff	<input type="checkbox"/> _____ _____	a) For plaintiff _____	
b) Defendant	<input type="checkbox"/> _____ _____	b) For defendant _____	
c) Other parties	<input type="checkbox"/> _____ _____	c) For other parties _____	
d) _____	<input type="checkbox"/> _____ _____	d) _____	
e) _____	<input type="checkbox"/> _____ _____	e) _____	
		TOTAL _____	

11 — ATTORNEYS OF RECORD

PLAINTIFF	Me _____ Telephone _____ Of the firm _____
DEPENDANT	Me _____ Telephone _____ Of the firm _____
OTHER PARTIES	Me _____ Telephone _____ Of the firm _____
	Me _____ Telephone _____ Of the firm _____
	Me _____ Telephone _____ Of the firm _____

AT _____ this _____ day of _____ 19 _____

Signatures

Attorneys _____ Plaintiff _____ Defendant _____

Other parties _____

FORM II
(r.54)

Canada
Province of Québec
District of
No.

(Class Action)
Superior Court

A

Petitioner,

v.

B

Respondent.

**MOTION FOR AUTHORISATION TO INSTITUTE
A CLASS ACTION**
(A. 1002 C.C.P.)

PETITIONER ALLEGES :

1. The petitioner wishes to institute a class action on behalf of the natural persons forming part of the group hereinafter described and of which the petitioner is a member, namely :

(description of group)

or

Your petitioner is a corporation incorporated under Part III of the Companies Act (R.S.Q. c. C-38) ; AB (occupation, domicile and residence) is, and was, at the time when the right to be claimed arose, a member of the said corporation ; the interest of AB is linked to the objects for which the said corporation has been incorporated, namely, ; the said AB is a member of the group of natural persons hereinafter described on behalf of which the petitioner intends to bring a class action, namely :

(description of group)

or

Your petitioner is a group contemplated in the second paragraph of article 60 of the Code of Civil Procedure (R.S.Q., c. C-25) ; AB (occupation, domicile and residence) is a member of the said group and the interest of AB in the action is linked to the objects for which the said group has been formed, namely ; AB is a member of the group of natural persons hereinafter described on behalf of which the petitioner intends to bring a class action, namely :

(description of group)

2. The facts on which the petitioner's personal claim (or that of the member designated by the petitioning corpora-

tion or group) against the respondent is based, are as follows :

(allegations)

3. The facts giving rise to personal claims by each of the members of the group against the respondent are :

(allegations)

4. The composition of the group makes the application of articles 59 or 67 of the Code of Civil Procedure difficult or impractical because :

5. The identical, similar or related questions of law or fact between each member of the group and the respondent which petitioner wishes to have decided by the class action, are :

6. The questions of law or fact which are particular to each of the members, are :

7. It is expedient that the bringing of a class action for the benefit of the members of the group be authorized.

8. The nature of the recourse which the petitioner wishes to exercise on behalf of the members of the group, is :

(nature of recourse)

9. The conclusions sought by your petitioner are :

10. The petitioner requests that he be ascribed the status of representative.

11. The petitioner is in a position to represent the members adequately, for the following reasons :

12. The petitioner suggests that the class action should be brought before the Superior Court of the district of , for the following reasons :

WHEREFORE PETITIONER PRAYS :

THAT the present motion be granted ;

THAT the bringing of a class action be authorised, as follows : (nature of action) ;

THAT the status of representative be granted to , for the purpose of bringing the said class action for the benefit of the following group of natural persons, namely :

THAT the principal questions of law and fact to be dealt with collectively be identified as follows :

THAT the conclusions sought with relation to such questions be identified as follows :

THAT it be declared that any member who has not requested his exclusion from the group be bound by any judgment to be rendered on the class action, in accordance with law ;

THAT the delay for exclusion be fixed at (number of days after the date of notice to the members) and that at the expiry of such delay the members of the group who have not requested exclusion be bound by any such judgment ;

THAT it be ordered that a notice to the members be published on (date) in the following manner and form :

THAT the record be referred to the Chief Justice so that he may fix the district in which the class action is to be brought and the judge before whom it will be heard ;

In the event that the class action is to be brought in another district, that the prothonotary of the Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the prothonotary of the district designated.

The whole with costs to follow suit.

FORM III

(r.55)

Canada
Province of Québec
District of
No.

(Class Action)
Superior Court

A,

Petitioner,

v.

B,

Respondent.

NOTICE TO MEMBERS

1. TAKE NOTICE that the bringing of a class action has been authorised on the day of by judgment of the Honourable Mr. Justice, of the Superior Court, for the benefit of the natural persons forming part of the group hereinafter described, namely :

2. The Chief Justice has ordered that the class action authorised by the said judgment shall be brought in the district of

3. The address of the petitioner is as follows :

The address of the respondent is as follows :

4. For the purposes of the class action, the status of representative has been ascribed to (profession, domicile and address).

5. The principal questions of law or fact to be dealt with collectively are as follows :

6. The conclusions sought with relation to such questions are as follows :

7. The class action to be brought by the representative for the benefit of the group will be as follows :

(nature of action)

8. Any member of the group who has not requested his exclusion in the manner hereinafter indicated, will be bound by any judgment to be rendered on the class action.

9. The date after which a member can no longer request his exclusion without special permission, has been set at

10. A member who has not already brought a suit in his own name, may request his exclusion from the group by advising the prothonotary of the Superior Court of the district of by registered or certified mail, before the expiry of the delay for exclusion.

11. Any member of the group who has brought a suit which the final judgment on the class action would decide, is deemed to have requested his exclusion from the group if he does not, before the expiry of the delay for exclusion, discontinue such suit.

12. A member of the group other than the representative or an intervenant cannot be condemned to pay the costs of the class action.

13. The Court may permit a member to intervene in the class action if it considers such intervention useful to the group. An intervening member may be bound to submit to examination on discovery or a medical examination, or both, at the request of the respondent. A member who does not intervene in the class action can only be required to submit to an examination on discovery or a medical examination if the Court considers it useful.

(Such other information as may be ordered by the Court).

FORM IV

(r.55)

Canada
Province of Québec
District of
No.

(Class Action)
Superior Court

The day of
19 . . . :
Present :
The Honourable
Mr. Justice

A

Petitioner,

v.

B

Respondent.

JUDGMENT

SEEING the petition of for authorisation to bring a class action on behalf of the natural persons forming part of the following group, namely :

SEEING the *affidavit* in support thereof ;

CONSIDERING that the facts alleged seem to justify the exercise by the petitioner (or by the member designated by the petitioning corporation or group) and by each member of the group, of personal suits against the respondent ;

CONSIDERING that the composition of the group makes the application of articles 59 or 67 of the Code of Civil Procedure (R.S.Q., c. C-25) difficult or impractical ;

CONSIDERING that the claims of the members raise identical, similar or related questions of law or fact ;

CONSIDERING that the class action which the representative wishes to bring on behalf of the members is as follows : (nature of recourse) ;

CONSIDERING that the facts alleged appear to justify the conclusions sought ;

CONSIDERING that is in a position to represent the members adequately ;

FOR THESE REASONS, the Court

GRANTS the petition for authorisation to institute a class action ;

ASCRIBES to the status of representative for the purpose of bringing a class action on behalf of the following group of natural persons :

IDENTIFIES as follows the principal questions to be dealt with collectively :

IDENTIFIES as follows the conclusions sought with relation to such questions :

FIXES the date after which a member may no longer request his exclusion from the group at

ORDERS that a notice to the members be published on (date), in the following manner and form :

REFERS the record to the Chief Justice (or, where applicable, to the Senior Associate Chief Justice) so that he may fix the district in which the class action is to be brought.

Costs to follow suit.

.....
J.S.C.

DECISION OF CHIEF JUSTICE

CONSIDERING the interest of the parties and of the members, I hereby fix the district of as the district in which the class action authorised by the foregoing judgment is to be brought.

Mr. Justice is hereby designated to hear the entire proceedings relating to the said class action.

(The prothonotary of the district of is hereby ordered to transmit the present record to the prothonotary of the district).

(Date, place)

.....
Chief Justice

Decision of 08.03.74, (1974) 106 O.G.II, 1955 and 2343
Decision of 07.11.75, (1976) 108 O.G.II, 545
Decision of 28.05.76, (1976) 108 O.G.II, 3867
Decision of 05.11.77, (1977) 109 O.G.II, 6203
Decision of 10.11.78, (1979) 111, G.O., 531
Decision of 07.11.80, (1981) 113 G.O.II, 877



c. C-25, r.9

Rules of practice of the Superior Court of Québec in family matters

Code of Civil Procedure
(R.S.Q., c. C-25, a. 47)

TITLE I YOUTH PROTECTION

DIVISION I APPEALS FROM DECISIONS OR ORDERS OF THE YOUTH COURT

1. Place of instituting appeals : Appeals are heard by the Court, in the Family division, saving the right of the judge to refer an appeal to the Criminal division.

2. Notice of appeal : In addition to the provisions of section 101 of the Youth Protection Act (R.S.Q., c. P-34.1), the notice of appeal shall set out the substance of the complaint, the conclusions of the decision or order appealed from, and the names of the attorneys of record before the Youth Court.

The Court may make any order allowed by law, notwithstanding that it is not asked for in the notice.

The notice of appeal shall be signed by the appellant or his attorney, and it shall indicate the address to which all communications may be directed.

The appellant may, if he so desires, urge grounds of appeal not contained in his notice of appeal by filing with the prothonotary, before the hearing of the appeal, and not later than 10 days after the filing of the complete transcript of the proceedings, a notice stating such grounds precisely and concisely together with proof of service on the other party or his attorney.

3. Upon deposit of the notice of appeal provided by section 106 of the Youth Protection Act, at the office of the Youth Court, the clerk thereof shall forthwith transmit a copy to the office of the Court.

4. Appearance : The advocate who, within the 10 days following the deposit of the notice of appeal, has produced a written appearance at the office of the Court, shall be the attorney of record before the Court.

5. Interim release : The Court may, upon the deposit of the notice of appeal, grant an interim release.

Application for same may be made verbally, but one clear day's notice of its presentation must be given to the prosecutor and deposited with the prothonotary.

6. Preparation of record :

(1) Upon receipt of the notice of appeal, unless upon motion by the appellant the Court otherwise orders, the clerk of the Youth Court shall take all steps necessary to obtain, as speedily as possible, a complete transcript of the proceedings ; this transcript must include not only the evidence but also all arguments of counsel and orders made during the trial as well as at the time of the final decision and, where applicable, of the order.

(2) As soon as the transcript is complete, the clerk of the Youth Court shall so inform the prothonotary in writing ; he shall also so inform the appellant and the respondent or their attorneys by registered or certified mail. Where it appears that a complete transcript cannot be obtained, he shall similarly inform the prothonotary and the parties, stating the reasons.

(3) The clerk of the Youth Court shall forward the original of the transcript to the office of the Court, by registered or certified mail, and a copy to the parties or their attorneys.

(4) The judge may give any instructions deemed necessary for the application of this rule.

7. Inscription on the roll : Upon expiry of the delays to appear, the prothonotary shall inscribe the appeal *pro forma* on the roll of the Family division 15 days thereafter or on the first day of the next term, and shall give notice to the parties or their attorneys.

On the day fixed *pro forma* for the hearing, the parties or their attorneys must be present in order to inform the Court of the nature of the case and the duration of the hearing. The judge thereupon shall fix a definitive date for the hearing of the appeal, which shall proceed at such date, without further notice.

If, at the *pro forma* hearing, a party is absent or is not represented, the Court may apply the rule 10.

8. Argument in writing : A party who wishes to present his argument in writing must serve and file same within 15 days following the deposit of the complete transcript of proceedings. The written argument must, where applica-

ble, state the relevant facts with appropriate references to the transcript and set forth the arguments with the references to the authorities relied upon.

9. Taking down depositions : When the Court hears new evidence, it must be taken down by a stenographer or stenotypist, or recorded through an independent system, not tied in with any master recording system.

10. Powers of the Court : The Court may :

(a) when the appellant is not ready to proceed when called upon to do so, dismiss the appeal ;

(b) allow the appellant to proceed *ex parte* against a respondent who is not ready to proceed when the case is called ;

(c) upon motion, or *proprio motu*, dismiss on appeal when the appellant has failed to observe any of the formalities required by law or by these rules.

11. Applications and motions : All applications or motions shall be served upon the opposite party or his attorney with notice of presentation of at least 1 clear juridical day. The judge may however modify this delay upon cause shown.

12. Judgment (copies of) : The clerk of the Court shall forward a copy of the judgment to the judge who rendered the decision appealed from, and to the clerk of the Youth Court, in addition to the persons mentioned in section 94 of the Youth Protection Act.

13. Record : After expiry of the delays to appeal to the Court of Appeal, the prothonotary shall return the original record to the clerk of the Youth Court.

14. General provision : The Court may make any order required in the interest of justice.

DIVISION II TUTORSHIP AND DEPRIVATION OF PARENTAL AUTHORITY

15. A motion made under section 71 of the Youth Protection Act must be served and filed in the manner provided by the Code of Civil Procedure (R.S.Q., c. C-25).

Unless dispensed with, service of it must be made on the parents and on the child.

16. Any motion for total or partial deprivation of parental authority, under article 245 *e* of the Civil Code, must implead the director of Youth protection in a social ser-

vice centre of the district in which the child resides, when the latter has no tutor.

17. When the director is impleaded, copy of any decision pronouncing total deprivation of parental authority, or naming the director as tutor to the child, shall be forwarded to him by the prothonotary.

TITLE II DIVORCE

DIVISION I PRELIMINARIES

18. The provisions of this Title shall apply to all the judicial districts of Québec.

DIVISION II GENERAL PROVISIONS

19. Except insofar as they are incompatible with the provisions of this Title, the provisions of the Code of Civil Procedure (R.S.Q., c. C-25) and the rules of practice of the Superior Court, both general and special, apply to divorce proceedings insofar as they are not inconsistent with the Divorce Act (R.S.C., 1970, c. D-8) or with the regulations made by the Governor in Council under the said Act.

20. Failing an express provision of law, no proceeding shall be void merely because of a formal defect, unless the Court shall otherwise determine.

DIVISION III TERRITORIAL JURISDICTION

21. The petition for divorce shall be taken before the Court of the domicile of one or the other of the consorts or that of their last residence.

DIVISION IV THE REGISTRAR

22. In each of the judicial districts of Québec, the office of the divorce division is administered by an officer called the registrar. The prothonotary is *ex officio* registrar of divorces for his district. His duties are as follows :

(a) to fulfil the duties of a prothonotary of the Superior Court as set forth in the Code of Civil Procedure, the Rules of practice of the Superior Court of Québec in civil matters (c. C-25, r.8) and the Courts of Justice Act (R.S.Q., c. T-16) ;

(b) to receive and register petitions after making certain that they conform to the requirements of the Divorce Act and of the rules of practice ;

(c) to render judgment upon interlocutory proceedings with the consent of the parties ;

(d) to keep a register of proceedings submitted to him containing :

i. for the petition, the names and addresses of the parties, the date of registration, together with a summary of the grounds of divorce alleged ;

ii. for the decree absolute, the names and addresses of the parties, the date where it was rendered, together with the ground or grounds upon which the decree was granted ;

(e) to fill out the forms required by the regulations respecting the Divorce Act made by the Governor in Council and send them to the Central Divorce Registry in Ottawa as required by the said regulations ;

(f) to obtain the personnel required for the proper carrying out of his duties, including assistant registrars, according to the number of proceedings filed in his office of which he shall have the sole and complete responsibility.

23. Any judgment or order of the registrar may be revised by the judge.

24. The registrar shall settle and sign every judgment or order pronounced by the Court or by a judge as well as every decree *nisi* and every decree absolute pronounced by the Court, except when the judge pronouncing such judgment or order has settled or signed the same himself.

The decree *nisi* and the decree absolute shall be settled, in as much as possible, in accordance with Forms I and II.

DIVISION V THE PETITION

25. The petition, supported by an *affidavit* and a notice to contest, shall, as nearly as possible, be in accordance with Form III.

26. Every petition for divorce shall be accepted for filing and registered by the registrar before being served.

27. The registrar may refuse to accept a petition for filing or to permit it to be registered, if he is satisfied that the petition does not comply with the requirements of the Divorce Act and of the rules in force.

28. The registrar must justify any refusal to accept for filing or to register a petition.

29. The refusal of the registrar to accept for filing or to register a petition may, upon a verbal demand, be revised by the judge.

30. The petitioner has the right at any time to correct his petition so that it may be accepted for filing and registered, or to present a new petition.

DIVISION VI SERVICE

31. The petition must be served within 90 days following the date of its reception ; nevertheless, upon demand made before or after the expiration of such delay, the judge or the registrar may, for reasons which he considers sufficient, extend this delay.

The judge may, on demand of any interested party, order the petitioner who delays having service effected, to have the petition served within such delay as he may fix, under pain of nullity of the petition.

32. The petition contains a notice to the opposite party to appear, and to present at the same time all his grounds of contestation, accessory, preliminary, incidental or on the merits, within 20 days of personal service in Québec ; within 30 days of such service elsewhere in Canada or the United States ; within 40 days of service by another mode of service authorized by a judge or the registrar on petition, whether in Québec, in Canada or the United States ; and within 60 days elsewhere in the world according to a mode authorized by a judge or the registrar on motion.

DIVISION VII COROLLARY RELIEF

33. Notwithstanding the rule 15, once the petition has been filed, any accessory, preliminary or incidental proceeding may, upon petition to the Court, be presented before the expiry of the delays for contestation.

DIVISION VIII NOTICES

34. Unless otherwise provided, every prayer to the Court in virtue of the special provisions of the Divorce Act is by motion with notice of presentation of at least 5 clear days to the other parties in the case, unless the judge otherwise orders.

Five clear days notice of the date on which the hearing will take place must be given to the respondent foreclosed from pleading. No notice is necessary if the respondent has made default to appear.

DIVISION IX **SERVICE OF DECREE *NISI***

35. The decree *nisi* and all the orders included shall be served upon the opposite party.

This service is made upon the person involved at least 1 month before the presentation of the petition for a decree absolute, unless the judge pronouncing the decree *nisi* or, afterwards, a judge, for cause shortens the delay of service, exempts of this service or prescribes a different form of service.

36. The petition for a decree absolute must be supported by the affidavit of the party seeking it.

DIVISION X **COSTS**

37. The Court may at any stage of the proceedings, order a party to pay to the other, if the latter is without pecuniary resources, a provision for costs.

Costs shall be adjudicated in the decree *nisi*. Costs on the petition for the decree absolute shall follow the event of the decree *nisi*, unless otherwise ordered.

Execution for costs shall be suspended until the decree absolute.

DIVISION XI **REGISTERS AND FEES OF THE COURT**

38. The records in divorce proceedings are classified separately under the direction of the registrar who has the sole responsibility for them ; registers, index, plunitives and all necessary books are kept as well as a special register available to the public in which every decree absolute of divorce is inscribed without delay.

DIVISION XII **APPEALS**

39. An appellant who files a notice of appeal in the Court of Appeal shall also file a copy thereof with the registrar in the district where the judgment appealed from was rendered.

Upon receipt of such copy, the registrar shall comply with the duties imposed upon him by article 498 of the Code of Civil Procedure.

40. An order made by any other Superior Court in Canada under sections 10 or 11 of the Divorce Act may be registered, for purposes of enforcement, in any of the offices of the Court by filing with the registrar the following documents :

- (a) a certified copy of the order ;
- (b) a certificate of the registrar of the court of origin that the order is in full force and effect and that no application to vary or rescind nor any appeal is pending ;
- (c) a written request that the order be registered pursuant to the Divorce Act.

Upon satisfactory receipt of the above documents, the registrar shall :

- (a) give to the order a file number in matters of divorce ;
- (b) affix on the order a judgment registration number ;
- (c) treat thereafter the order in all respects as a judgment of the Court.

Such registration is free.

FORM I **(r. 24)**

DECREE *NISI* OF DIVORCE

Canada
Province of Québec
District of

SUPERIOR COURT
Family Division
(Divorces)

No :

The day of 19...

Present : The Honourable Mr.
Justice

Petitioner
vs
Respondent

Decree *nisi* of divorce

Whereas petitioner has filed a petition for divorce against respondent ;

Whereas respondent has not within the legal delays and default has been registered against respondent ;

Seeing the evidence made and the documents filed of record ;

Considering that the petition is well-founded ;

Wherefore :

The Court grants a decree *nisi* of divorce between the parties, whose marriage was solemnized on , which decree shall be made absolute upon application to the Court after the expiration of the delays and under the other conditions prescribed by law.

The Court (corollary relief)

The Court (corollary relief)

The whole costs.

Registrar.

FORM II

(r. 24)

DECREE ABSOLUTE OF DIVORCE

Canada	SUPERIOR COURT
Province of Québec	Family Division
District of	(Divorces)
<hr/>	
No :	The day of 19. . .
	Present : The Honourable Mr. Justice
	<hr/>
	Petitioner
	vs
	Respondent
	<hr/>

Decree absolute of divorce

Seeing the application presented to the Court in order to make absolute the decree *nisi* of divorce rendered in the present case ;

Whereas no appeal has been taken from the decree *nisi* and no cause has been shown why said application should not be granted ;

Wherefore :

The Court declares that the decree *nisi* of divorce pronounced on the day of 19. . . is now made absolute and that petitioner whose marriage with respondent was solemnized on is now divorced from respondent.

The whole costs.

Registrar.

FORM III

(r. 25)

PETITION FOR DIVORCE

Canada	SUPERIOR COURT
Province of Québec	Family Division
District of	(Divorces)
<hr/>	
No :	A.B.(occupation, domicile)
	Petitioner
	vs
	C.D.(domicile)
	Respondent
	<hr/>

Petition for divorce, affidavit of petitioner, certificate of advocate, notice of contestation and certificate of registrar

Petition

The petition of the petitioner respectfully represents :

(1) I hereby petition the Superior Court of Québec for a decree of divorce from the respondent and (if appropriate) for an order for alimentary pension, custody of children and costs, on the following grounds :

Matrimonial and family status

(2) I was born at (place) on the day of 19. . . and respondent was born at (place) on the day of 19. . .

(3) I was married to the respondent on the day of , at the (place), district of , as appears from a certificate as to such marriage filed as Exhibit R-1 ; (if the marriage certificate cannot be produced, so state and give reasons).

(4) (a) At the time of our marriage our marital status was :

For myself
For my spouse

(b) I married respondent under the regime of (indicate if there was community, partnership of acquests or separation of property and if there was a marriage contract, file an authentic copy as Exhibit R-2).

(5) There were born of our marriage the following children :

(Here give the full names, sex and dates of birth of all children).

Domicile

(ss. 5 and 6 of the Act)

(6) I am presently domiciled in the province of and reside at (address) where I have resided since (date) ; the respondent is domiciled in the province of and resides at (address) where he has resided since (date) ; (if respondent's domicile or address are not known, so state).

Grounds for divorce

(7) The grounds upon which I base my petition are as follows :

(Here set forth fully but concisely the grounds for divorce contained in sections 3 and 4 of the Act. In the case of section 4 as completed by subsection 3 of section 9 set forth the last place of cohabitation and the circumstances under which it ceased).

Attempts at reconciliation

(8) The following efforts to reconcile have been made : (Described efforts made and result thereof).

Corollary relief

(9) I ask for the custody of the following children
.....
(give the names) for the following reasons (Here give reasons).

(10) The child whose custody I ask for is neither the object of a decision of the Youth Court, nor of an agreement with a director of youth protection in a social service centre. (If there is such a decision or agreement, give all details).

(11) I need for myself and the children of whom I will be given the custody a total sum of \$ or an alimentary pension of \$ payable as follows : (give here the mode of payment provided in sections 10 and 11 of the Act), which the respondent is well able to pay me.

Other proceedings

(12) There have been no other proceedings with respect to the marriage (here state all prior separation or divorce proceedings between the parties).

(13) (If appropriate) There has been between the respondent and myself an agreement providing for financial support and the division of property interests. (definition of "collusion", section 2 of the Act) (Give details).

Absence of collusion or condonation

(14) There has been no collusion or connivance between the respondent and myself in relation to this petition.

(15) There has been no condonation of the grounds for divorce set forth in the petition.

Wherefore the petitioner prays this honourable Court :

(a) that he be divorced from the respondent ;

(b) (If appropriate) that by judgment he be granted the following corollary relief.

(Set forth the corollary relief requested in the petition).

(Place and date)

.....
Petitioner

Affidavit

(r. 25)

I, the undersigned, A.B. (occupation, residing at
and domiciled at
.....) having been duly sworn do depose and say :

1 — I am the petitioner herein.

2 — I have taken cognizance of the allegations in the foregoing petition which are true.

And I have signed

.....
Petitioner

Sworn to before me

at the city of

Province of this day of
..... 19...

.....
Commissioner for oaths

Advocate's certificate

I, the undersigned attorney for petitioner hereby certify that I have complied with the requirements of section 7 of the Divorce Act (R.S.C., 1970, c. D-8).

(Place and date)

.....
Attorney for petitioner

Notice to respondent as to contestation

Take notice of the foregoing petition and that it has been presented to the divorce registrar for the registration division of and received by him. And further take notice that if you wish to contest the said petition, you must cause appearance or contestation to be served on petitioner and filed in the office of the said registrar within the following delays :

If you are personally served in Québec, within 20 days of the date of such service ;

If you are personally served elsewhere in Canada, or the United States of America, within 30 days of the date of such service ;

If you are served but not personally within Québec or Canada, or the United States of America, within 40 days of the date of such service ;

Otherwise, within 60 days of the date of service authorized by the judge.

And further take notice that in default of your serving and filing such appearance or contestation within the time prescribed above, the petitioner may proceed therein by default and a divorce decree and other relief may be granted without further notice to you.

And further take notice that any decree given in these proceedings will in the first instance be a decree *nisi* that will not be made absolute until the expiration of such time from the granting thereof as the decree may provide unless in the meantime you file in the registry of this Court referred to above a written notice that you wish to show cause why the decree should not become absolute.

(Place and date)

.....
Attorneys for petitioner

Certificate of registrar

I, the undersigned, registrar of the Divorce Division of the Superior Court for the district of
..... certify that there has been received and filed in the said Divorce Division a petition for divorce, an *affidavit* of the petitioner, a certificate of the advocate and a notice to the respondent as to contestation.

(Place and date)

.....
Registrar

Decision of 08.03.74, (1974) 106 O.G.II, 1943
Decision of 07.11.75, (1976) 108 O.G.II, 549
Decision of 28.05.76, (1976) 108 O.G.II, 3869
Decision of 05.11.76, (1976) 108 O.G.II, 7727
Decision of 10.11.78, (1979) 111 G.O. 531
Decision of 07.11.80, (1981) 113 G.O.II, 879



c. C-25, r.10

**Regulation respecting the use of sound
recording apparatus for recording the
depositions of witnesses**

Code of Civil Procedure
(R.S.Q., c. C-25, a. 324)

I. Pursuant to article 324 of the Code of Civil Procedure (R.S.Q., c. C-25) and to section 39 of the Summary Convictions Act (R.S.Q., c. P-15), the depositions of witnesses appearing before the courts may be taken by stenotype or by means of sound recording apparatus furnished by the Ministère de la Justice, such apparatus including an arrangement of microphones permitting 2 tape recordings to be made, one for the transcript and the other for records purposes.