

CENTRAL AUTHORITIES RESPONSE TO THE QUESTIONNAIRE
ACCOMPANYING THE PROVISIONAL VERSION OF
THE NEW PRACTICAL HANDBOOK ON THE OPERATION OF THE
*HAGUE CONVENTION OF 15 NOVEMBER 1965 ON THE SERVICE ABROAD
OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS*

I- QUESTIONS ADDRESSED TO NON-PARTY STATES

1. Are there any particular reasons why your State has not ratified the 1965 Convention?
2. Do you envisage becoming a Party to the 1965 Convention? If yes, why?

Canada is a party to the Convention and the Convention applies in all Canadian jurisdictions.

Preliminary Comments:

New Brunswick: As a general rule, requests received by the Attorney General of New Brunswick for service of foreign documents are channeled through the Legal Services Branch. We receive relatively few requests and we do not keep specific statistics regarding them. Therefore, the following responses to your questionnaire will, of necessity, be very general.

3. Central Authority

3. 1. Could you check whether the contact information for the Central Authority in your State as it appears on the Hague website is accurate, and if necessary, provide us with your corrections and supplementary information?

Québec :

For service

Central Authority for Quebec
Attention: Sylvie St-G. Gaudreau
Direction du droit administratif
Department of Justice
1200, route de l'Église, 2nd Floor
Sainte-Foy, Quebec G1V 4M1
Telephone: (418) 644-7115
Fax: (418) 646-1696
E-mail: sst-germain-gaudreau@justice.gouv.qc.ca

For notification

Central Authority for Quebec
Attention: Suzanne Fecteau
Direction du droit administratif
Department of Justice
1200, route de l'Église, 2nd Floor
Sainte-Foy, Quebec G1V 4M1
Telephone: (418) 643-5639
Fax: (418) 646-1696
E-mail: sfecteau@justice.gouv.qc.ca

New Brunswick: Coordinates are accurate.

PEI: Coordinates are accurate.

Alberta: Currently reads “Sheriff of Alberta (Civil Enforcement)”. This should be changed to “Sheriff - Civil Enforcement”. The address as shown, is Main Floor Law Courts. This should be changed to 5th Floor North, J. E. Brownlee Building 10363 - 97 Street, Edmonton, Alberta T5J 3W7. Please add our e-mail address: Sheriff-Civil.Enforcement@gov.ab.ca. The telephone and fax numbers listed are correct.

Ontario:

Central Authority information should read:
Ministry of the Attorney General
Ontario Court of Justice
393 Main Street, P.O. Box 1208
Haileybury, On P0J 1K0
Tel: (705) 672-3395 ext. 214
Fax: (705) 672-3360

3.2. An indication of the languages used by those authorities’ staff would also be very helpful.

Quebec:

For service
Languages of communication: French (written English only)

For notification
Languages of communication: French / English

New Brunswick: The languages used are English and French.

PEI: English and French

Alberta: English

Ontario: Staff are able to communicate in English and French.

3.3. Do you have at your disposal statistical information relating to the number and source of requests directed at your State’s Central Authority? If so, could you provide it to us?

Québec:

**CONVENTION DE LA HAYE RELATIVE À LA SIGNIFICATION ET LA NOTIFICATION
A L'ÉTRANGER DES ACTES JUDICIAIRES ET EXTRAJUDICIAIRES
EN MATIÈRE CIVILE OU COMMERCIALE
(du 1er janvier au 31 décembre 1999)**

ÉTATS PARTIE	Janvier	Février	Mars	Avril	Mai	Juin	Juillet	Août	Septembre	Octobre	Novembre	Décembre	TOTAL
Allemagne	1	1	1			2	2	1	3				11
Belgique	2	1	3		1	3	3		2	3	2	1	21
Chine											1		1
Égypte	1			1		2		3	3			1	11
Espagne			2									2	4
États-Unis	2	8	7	17	13	16	15	8	14	24	11	11	146
Finlande												1	1
France											1		1
Grèce	1	1		4	1	1	1	9	8	8	3	2	39
Irlande				1									1
Italie	10	5	2		2		4	3		3	2	1	32
Luxembourg					1	1				2			4
Pays-Bas	1								4				5
Pologne			1	2	1					1		1	6
Rép. Slovaque									1				1
Rép. Tchèque	1												1
Suisse	1		1								1		3
Turquie				1							1		2
ÉTATS NON- PARTIE	1			1	1				2				5
TOTAL	21	16	17	27	20	25	25	24	37	41	22	20	295

**CONVENTION DE LA HAYE RELATIVE À LA SIGNIFICATION ET LA NOTIFICATION
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EN MATIÈRE CIVILE OU COMMERCIALE**

du 1er janvier au 31 décembre 2000

ÉTATS PARTIE	Janvier	Février	Mars	Avril	Mai	Juin	Juillet	Août	Septembre	Octobre	Novembre	Décembre	TOTAL
Allemagne	2	1		1	1			7	2		1	1	16
Belgique		6	2	1	1	3		1	6	1	3	2	26
Chine		1		1									2
Égypte				2	2	1	1		2	1			9
Espagne	1		2	1	1				2	1			8
États-Unis	7	28	20	12	17	17	2	7	19	8	9	9	155
Finlande			1										1
France	1				1								2
Grèce	5	5	1	1	3	2		1	5	3	3	4	33
Italie		1	11	2	4			4		2		1	25
Luxembourg			1										1
Mexique										1			1
Pays-Bas					1					2		1	4
Pologne	2			1		1							4
Portugal										1			1
Rép. Slovaque				2									2
Rép. Tchèque					1								1
Suisse			1	1	1					1			4
ÉTATS NON-PARTIE		1							3	1		1	6
TOTAL	18	43	39	25	33	24	3	20	39	22	16	19	301

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EN MATIÈRE CIVILE OU COMMERCIALE
(du 1er janvier au 31 décembre 2001)**

ÉTATS PARTIE	Janvier	Février	Mars	Avril	Mai	Juin	Juillet	Août	Septembre	Octobre	Novembre	Décembre	TOTAL
Allemagne	2	3	2			1	1	1		1	1		12
Autriche										2			2
Belgique	1	1	4	2	2	1		1	2		3	1	18
Bulgarie							1	1					2
Chine		1							1				1
Danemark						1							1
Égypte		3					3	1					7
Espagne					1		1					2	4
États-Unis	17	12	11	10	5	8	30	23	15	10	5	8	154
Finlande					1								1
France										1		1	2
Grèce	1	6	7	6	1	8	2	6	3	1	2		43
Irlande				1									1
Italie		1	2		1			3		3	2	1	13
Pays-Bas						1							1
Pologne		1			1					1			3
Rép. Tchèque		1											1
Royaume-Uni									1				1
Suisse		1	1								1	2	5
Tchécoslovaquie		1				1				1			3
Turquie					2				1			1	4
ÉTATS NON-PARTIE								1					1
TOTAL	21	30	27	19	14	21	38	37	23	20	14	16	280

**CONVENTION DE LA HAYE RELATIVE À LA SIGNIFICATION ET LA NOTIFICATION
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EN MATIÈRE CIVILE OU COMMERCIALE**

(du 1er janvier au 31 décembre 2002)

ÉTATS PARTIE	Janvier	Février	Mars	Avril	Mai	Juin	Juillet	Août	Septembre	Octobre	Novembre	Décembre	TOTAL
Allemagne			3	1	2			2			1	3	12
Belgique				1	1	1			1	1	1	1	7
Corée											1		1
Égypte	1		1					2					4
Espagne			1				2						3
États-Unis	14	8	16	19	14	6	4	12	14	11	12	8	138
Finlande			2				1						3
Grèce	5		1	8	4	2	3		1	13	2	2	41
Italie	5					1	5			1		1	13
Luxembourg								1					1
Mexique											2	4	6
Pays-Bas								2					2
Pologne	2				4		1				1		8
Royaume-Uni		1											1
Slovaquie			1										1
Suisse	3												3
Tchécoslovaquie				2					1				3
Turquie			1	1	1								3
ÉTATS NON-PARTIE		1											1
TOTAL	30	10	26	32	26	10	16	19	17	26	20	19	251

TABLEAU CUMULATIF - TOTAL DES DOSSIERS

**CONVENTION DE LA HAYE RELATIVE À LA SIGNIFICATION ET LA NOTIFICATION
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MATIÈRE CIVILE OU COMMERCIALE**

SIGNIFICATIONS

PROVENANCE	1994	1995	1996	1997	1998	1999	2000	2001	2002
États partie	249	318	354	250	290	290	295	279	250
États non partie	14	6	4	0	2	5	6	1	1

NOTIFICATIONS

	1994	1995	1996	1997	1998	1999	2000	2001	2002
France	117	339	412	421	443	440	427	418	495

New Brunswick: We receive approximately 5-10 requests for service each year

PEI: No.

Alberta: The number of source requests is broken down as: 1996 - 97; 1997 - 127; 1998 - 107; 1999 - 124; 2000 - 139; 2001 - 135; and 2002 - 117.
We do not keep track of where a request originates from.

Ontario: On average, we receive approximately 75 requests for service per month. In 2003, we have received 677 requests. The largest percentage of these are from the United States, however we receive requests from a wide variety of countries.

4. Caselaw and reference works

4.1. The Permanent Bureau invites the States and observers to provide it with copies of significant Court rulings issued pursuant to the 1965 Convention since 1992 and not cited in the provisional version of the Handbook.

Québec: Significant judicial decisions concerning the application of the 1965 Convention rendered since 1992 are referred to in the provisional version of the Manual. These decisions are *S.A. Louis Dreyfus & Cie v. Holding Tusculum B.V.*; *Option consommateurs v. Archer Daniels Midland Co.*; and *Richter & associés inc. v. Stolzenberg*.

New Brunswick : We are not aware of any case-law or reference works which would be of assistance.

PEI: None.

Alberta: We are not aware of any such court rulings in Alberta.

4.2. Likewise, the Permanent Bureau invites the Contracting States to forward to it a list of bibliographical references of works and Articles published in those States since 1992 in connection with the 1965 Convention.

Québec: See: Frédérique Sabourin, "Addendum, La procédure civile internationale", in *Précis de procédure civile du Québec*, edited by Denis Ferland and Benoît Émery, Cowansville, éd. Yvon Blais, 4th ed., 2003, pp. 1010-1015.

PEI : None

Alberta : I am not aware of any such works or articles published in Alberta.

5. Handbook

5.1. In connection with the redesign of the Hague Conference’s website, the Permanent Bureau is considering the desirability and feasibility of providing access on its site to the information contained in the second and third parts of the former Handbook relating to forwarding authorities, the principal and alternative transmission channels and the methods for execution of requests for service, for each State party to the Convention. ... It being specified that a decision in favour of the Conference’s website would have implications in terms of resources, would you be in favour of such a proposal? If so, could you specify the information that you would consider useful to have appear on the site?

Québec: We would be in favour of the following information appearing on the Website of the Hague Conference and being regularly updated: complete co-ordinates of the Central Authorities, forwarding authorities, main and alternative forwarding channels, and methods of executing requests for notification, the costs payable and accepted methods of payment, translation requirements etc. for each State Party to the Convention. Consideration could also be given to including a reference to the relevant legislative provisions of each State Party to the Convention.

New Brunswick : To my knowledge, we do not use the Handbook.

PEI: Yes.

Alberta: I refer to Part Two of the former Handbook frequently, especially the name of various Central Authorities, their address and phone numbers as well as their translation requirements, method of service and the costs.

5.2. Does the structure (headings, sub-headings) of the Handbook’s provisional version seem satisfactory to you? Do you have any suggestions?

Québec: Generally satisfactory. We feel it is important in the revision of the Manual to indicate more effectively the difference between service and notification. In Quebec, under the Hague Convention, documents are served by a bailiff, whereas notification is effected by certified mail.

PEI : Yes.

Alberta : The structure (headings and sub-headings) are very detailed and easy to follow. I have concerns about the page numbering though. I find the page numbering for the Table of Contents, which is in Roman Numerals, to be very distracting and hard to work with. Regarding the rest of the document, I notice the header is set up so that even numbered pages are flush against the left margin, which odd numbered pages are flush against the right margin. This seems awkward to work with.

5.3. Would you wish to see in the Handbook other items that are not contained in the provisional version? If so, which?

No.

5.4. How would you contemplate updating the Handbook, both in terms of frequency and in terms of resources?

Quebec: The Manual should be updated on an ongoing basis as information is received from the authorised source by the Permanent Bureau. A paper edition could be published whenever the need is felt for a Special Commission on the Operation of the Convention.

PEI : We have specific print dates – Annual, bi-annual or quarterly print dates.

Alberta : Perhaps annual or bi-annual updating would be sufficient. Practitioners can easily call, write, fax or e-mail the particular country to ensure they are completing their request properly. Each Central Authority could be responsible for submitting updated information in a format identical to the existing. The Webmaster should simply be able to copy and paste.

5.5. Could you provide a list of useful links to Internet sites containing information concerning application of the Convention in your State, or more generally regarding service in your State?

Quebec: The Website of the Quebec Department of Justice should include such information in the near future at: www.justice.gouv.qc.ca.

Alberta : Our website address, www.albertacourts.ab.ca/cs/sheriff_civil/ would be a useful link to include.

Ontario: Service is governed by the Courts of Justice Act , Rules of Civil Procedure, Rule 16 available at www.e-laws.gov.on.ca.

III – INFORMATION RELATING TO APPLICATION OF THE CONVENTION

The Permanent Bureau urges States to answer the following questions and to inform it of any suggestion or criticism that could contribute to enhancing the handbook's practical value and to effective preparation of the Special Commission's meeting.

6. Scope of the Convention (Article 1)(cf. I, 5 of the Handbook)

6.1. Have you noted a change since 1992 in interpretation of the Convention's scope?

Quebec: Yes, the Convention has recently been the subject of judicial decisions for the first time in Quebec.

New Brunswick: We are not aware of any issues in New Brunswick regarding the scope of the convention.

PEI: No.

Alberta: No.

6.2. More particularly, has the scope of the phrase “in civil and commercial matters” given rise to difficulties (cf. I, 5, D)? Have the Courts interpreted it autonomously?

Quebec: The decisions have not focused on this issue.

PEI : No.

Alberta : Not that we are aware of.

6.3. Have you noticed a change since 1992 regarding the interpretation that the 1965 Convention is not mandatory in that it is up to the lex fori to determine whether a document should be transmitted abroad (cf. I, 5, B., c)?

Quebec: The decisions have not focused on this issue.

PEI : No.

Alberta : No.

6.4. Have you noted a change since 1992 regarding the Convention’s exclusive character (cf. I, 5, B. c)?

Quebec: As mentioned in the provisional manual, the Court of Appeal has recently indicated that the Convention is not exclusive (see page 16 of Manual).

PEI : No.

Alberta : No.

6.5. Does the terminology used in the Convention (e.g. “acte introductif d’instance” or “writ of summons” give rise to interpretation difficulties in connection with changes in your domestic law?

Québec: The decisions have not focused on this issue.

PEI : No.

Alberta : There is no difficulty with the use of the term “writ of summons” in our domestic law.

7. Forwarding authority (cf. II, 1, B. (a))

7.1. Which are in your country the Authorities or persons competent to forward a request for service to the foreign Central Authority under Article 3?

Québec:

- the Attorney General of Canada
- the Attorney General, the Ministry of the Attorney General or the Minister of Justice of a province or territory, as the case may be
- Clerks of the courts and their deputies for a judicial or a court district
- The members of the law societies of all provinces and territories
- The member of the Board of Notaries of the Province of Quebec (for non-litigious matters only)
- Registrars
- The *huissiers* and sheriffs
- ~~The prothonotaries and deputy prothonotaries~~
- ~~The "Percepteur des pensions alimentaires" in Quebec.~~

PEI: Attorney General

Alberta: The designated Central Authority and members of the Law Society of Alberta (lawyers).

7.2. Do you consider that cooperation between Central Authorities to determine the competence fo the forwarding authority should remain subject to “special circumstances”, or on the contrary, that it should be encouraged in broader circumstances?

Québec: Co-operation between Central Authorities should be encouraged generally. More specifically, it should be necessary to determine the jurisdiction of the forwarding authority only in exceptional cases.

PEI : No comment.

Alberta : Cooperation between Central Authorities should be encouraged in broader circumstances. The personal service of legal documents is such a small part of the process Central Authorities should at least make that portion as easy as possible.

8. Methods for serviced used by the Central Authority (cf. II, 1, E)

8.1. Could you summarize the methods that are or may be used by the Central Authority in your country for:

- **Formal service of the documents within the meaning of Art. 5(1)(a) (e.g., service through a huissier or official)?**

Québec: In Quebec, the normal procedure is personal service by a bailiff who delivers a copy of the document to the recipient. Documents may also be served by leaving a copy at the domicile or residence of the recipient in the care of a reasonable person who resides there. Documents may be served on a legal person at its head office, at one of its establishments in Quebec or at the establishment of its agent in the district where the cause of action arose, speaking to one of its senior officers or to a person in charge of the said establishment.

New Brunswick : To my knowledge, we rarely, if ever, receive requests for a method of service other than personal service. Requests for service are processed as they are received. The request is received in the office of the Office of the Attorney General for New Brunswick and is then referred to the Director of the Legal Services Branch. It is then referred to a solicitor. The documents are forwarded to the sheriff for the judicial district in question and service is carried out by a deputy sheriff who then completes the certificate of service.

PEI: “formal service” this means via the Sheriff.

Alberta: The only service we recognize is “formal” (personal) service through the Central Authority in Alberta.

We do not use the police service or officials in “informal” service. In fact, page 62 of the former Handbook says “The practice of informal delivery of judicial or extrajudicial documents is not known in Canada.

We do not serve documents using Canada Post either. However, Page 62 says “In Alberta, New Brunswick and Ontario, service will be made by certified mail at the option of the requesting party. I can’t recall ever doing this.

The whole purpose of the Central Authority is to effect personal, hand delivered service on the party or to a person over the age of 18 years.

Ontario: Formal service: The usual procedure is personal service made by a Ministry Enforcement Officer, on an individual by handing a copy of the document to the defendant in person. Service may also be effected by leaving a copy of the document at his residence with an adult person who appears to be a member of the household and by

mailing a copy on the same day or the following day to the person being served. Service on a corporation is usually effected by leaving a copy of the document with officer, director or agent of the corporation, or with a person at the corporation's place of business who appears to be in control or management of the place of business.

- **Informal delivery within the meaning of Art. 5(2) (e.g., use of the police service or officials)?**

Quebec: Service by delivery of the document is not a method used in Quebec. However, service in a place or within a radius of 50 kilometres where no sheriff or bailiff is able to act is possible as long as it is made by an adult residing within this radius.

PEI : “informal delivery” could use the police

Ontario: Informal delivery is not a known method of service in Ontario.

- **A special request by the applicant, within the meaning of Art. 5(1)(b) (e.g., postal service by the Central Authority)?**

Québec: In Quebec, it has happened that a requester wanted a specific form of service when service by a bailiff and notification by certified mail had failed, but the specific request must be permitted by the law of Quebec in order to be executed.

N.B.: In Québec, the *Code of Civil Procedure* is currently being revised, especially with respect to service and notification. One of the purposes of the revision is the inclusion of information technologies.

PEI : “Special request” could you courier.

Ontario: If requested, service by mail is effected by the Central Authority by sending a copy of the document through the postal service to the last known address of the person to be served, by registered mail.

8.2. In connection with these descriptions, please specify the extent and scope of requirements for translation, if any. Please specify whether your State has entered into particular agreements with other Contracting States in this respect, within the meaning of Art. 20(b).

Québec: Quebec has not concluded any specific agreements with other Contracting States on this point.

A translation into French is required in all cases where the recipient will not understand the language in which the document is written. Sometimes, a translation of the essential information in the document may be sufficient if the recipient consents.

Under the reservation expressed by Quebec under article 5 paragraph 3 of the Hague Convention, a translation into French of all the documents is required where the documentation to be served or notified is an originating proceeding.

The Central Authority of Quebec may, on request, permit documents written in or translated into English to be served on condition that the recipient understands this language. However, the recipient of documents in Quebec could object to receiving documents if he or she does not understand the language in which they are written or contests the validity of the service if it fails to comply with the reservation expressed by Quebec.

PEI: There are no agreements with other contracting states. The PEI Government has at its disposal a Francophone Affairs office which provides English/French translation services to the Government.

Alberta: We have not entered into any particular agreements with other Contracting States to dispense the English translation requirement. Generally speaking, we require an English translation of any document being served in a foreign language. The premise here is so that the official completing the Certificate can actually swear to the documents he served because he was able to read the English translation. The odd time I have received documents without an English translation and have returned the documents to the originator.

Ontario: Ontario requires all documents, including the request form, be translated into English or French.

8.3. Have administrative or other forms of action, such as the setting of periods to process applications or the use of outsourcing to perform the Central Authority's duties, been taken in order to expedite the service procedures? If so, which, and have they proved effective?

Québec: The Central Authority for Quebec usually acts in a timely manner without needing to make use of such measures.

PEI : No.

Alberta : Generally, our requests for service are completed in a very timely manner. The odd time service has taken over a month to complete, it has been with the knowledge and permission of the originator. I feel it is better to hold on to documents to successfully effect service (perhaps the party to be served is out of the City on vacation, or working out of town etc.) than to make one attempt and quickly return them as unsuccessful.

Outsourcing to perform the Central Authority's duties has worked very well in Alberta.

Ontario: Not applicable.

8.4. Please specify also whether charges are incurred for one method of service or another and if applicable, the nature of such costs and the method for their reimbursement.

Québec: Before a judicial or extrajudicial document can be served in Quebec, a fee of Canadian \$50 (per request) is payable under section 7.1 of the *Tariff of fees and transportation expenses of bailiffs* (H-4, r.3). This amount is used to cover the cost of the services of a bailiff in Quebec who serves the documents.

Payment of service costs must be made by bank draft drawn on a bank in Canada or by traveller's cheque, both made out to the order of the "Minister of Finance of Quebec".

All requests for service must be accompanied by a payment of Canadian \$50. No request will be processed until payment of costs. An electronic transfer of payment is not authorized because of administrative and technical impediments, not legal in nature.

As far as notification is concerned, no charges are payable by the Central Authority in order to send the documents by certified mail.

PEI: We generally use the sheriff who performs the service for the \$50 fee. We would like to note that cost of service is approximately \$80 and we have to write off \$30 per service.

Alberta: There is a flat-rate service fee of \$50 Cdn. per service. In special circumstances we agree to pay our service contractors additional disbursements, i.e. mileage for rural destinations and notarizing documents when a Notary is not readily available.

Ontario: Pursuant to Article 12, paragraph 2, sub-paragraph a, we charge \$50.00 Canadian per defendant per service, regardless of the actual cost.

9. Translation Requirement (Art. 5(3)) (cf. II, 1, E, (b))

9.1. The issue arises whether a general declaration by a State that its authorities will perform formal service only if the document to be served is drafted in or translated into its official language or languages, thereby depriving in advance its Central Authorities of the discretion conferred by the Convention, is consistent with the spirit of Art. 5(3). Does such a declaration make judicial assistance substantially more cumbersome in practice?

Quebec: For Quebec, translation will be required in all cases where the recipient does not understand the language in which the document is written. All documents which commence actions must be translated. Summary translation of all other documents is acceptable if the recipient agrees. Translation is to be done into the French language;

however, the Quebec Central Authority may, upon request, allow a translation in English at the condition that the recipient understands this language. This requirement does not appear to cause any particular practical problems.

New Brunswick: New Brunswick is a bilingual province (English and French). It is helpful to have English language translations of all documents. However, if the person to be served is French-speaking, it would be appropriate to have French language translations of the documents he or she is to be served with.

PEI: Yes.

Alberta: It would seem to make matters more cumbersome. There is no particular reason why the document which is being served has to be in the language of the country in which it is being served. However, it is imperative that any instructions accompanying the document to be served be in the language of the country in which it is being served.

9.2. Do you consider that it might be appropriate to adopt a recommendation that the Central Authority of the State addressed should not call for a translation if it has reasons to believe that document drafted in a language of the requesting State is understandable to the addressee?

Québec: We do not believe that it should be the responsibility of the Central Authority of the requested State to ensure that the recipient understands the language in which the document is written.

PEI : Yes.

Alberta : Yes, that would appear to be appropriate, subject to the comments made under 9.1.

9.3. Could you state your suggestions regarding implementation of such a recommendation in connection with mutual assistance between authorities?

Québec: N\A

PEI : No comment.

Alberta : We would suggest that, where the document to be served is not in the language of the country in which it is to be served, it be accompanied by a statement from the requesting authorities, giving instructions regarding service in the language of the country in which it is to be served, describing generally the nature of the document to be served, and stating that it is believed that the language of the document is readily understandable to the addressee.

9.4. Do you believe that the requirement of full translation of the document to be served is always appropriate, and could it not be restricted to the document's summary?

Québec: In the case of originating proceedings, the translation of all documents must be required. In other cases, translation of the "Essential Elements of the document" may be sufficient if the recipient consents.

PEI: Full translation is necessary.

Alberta: No, it is not always necessary that there be a full translation; a summary of the document's contents should be sufficient.

9.5. Do such translations need to be legalized or to bear an apostille?

Québec: Quebec does not require legalisation or apostille for the translations. However, we should note that the documents must be translated by a qualified person (e.g. a member of the governing body of translators in the requesting State). We should point out that translation software that can be found on the Internet should not be used because it does not produce an adequate translation.

PEI: Yes, they need to be legalized.

Alberta: If it is determined that a translation is necessary, it should be accompanied by a declaration of a duly authorized translator stating it to be a true translation of the original document.

10. Timing (cf. II, 1, E, d)

10.1. What is the average time required for performance of requests for service?

Québec: For service the average time required is 1 month from the time when the request is complete. In the case of notification, 3 weeks are usually sufficient to process the request.

New Brunswick : On average, it takes approximately 2-4 weeks from the date of receipt of the documents until service has been effected.

PEI: 2-3 weeks.

Alberta: The average time for performance of service requests is about three weeks.

Ontario: The average time from date of receipt to return of documents is approximately 4 – 6 weeks. Some of the common problems creating delays include: an initial or “spouse of” rather than the name of the person to be served, incomplete addresses for service (ie post office box numbers), incorrect names of streets, documents not translated.

10.2. Are there substantial differences between States addressed?

Québec: Since the Central Authority of Quebec does not act as a requesting authority, we do not have any information on this subject. However, to the best of our information, there is no single place where this information is centralized. To answer this question, we should have to contact the authorities or individuals having jurisdiction to forward a request for notification to the foreign Central Authority under article 3, and this would for the most part be advocates, notaries and bailiffs in Quebec.

PEI : No.

10.3. How could the procedures for mutual assistance be improved?

Québec: If the requests we received were complete (costs, translation, duplicates of documents to be served, payment).

PEI : No concerns.

Alberta : Procedures for mutual assistance could be improved by using Consular Offices more. It is safe to assume that any Canadian or American Consular Office in a foreign country would have access to persons who speak, read and write in both English and the language of the country for service. This could speed up requests as the English Consular Office could quickly phone and/or write instructions in the language of the country.

11. Alternative transmission channels (cf. II, 2)

11.1. Consular and diplomatic channels (Arts.8 and 9) (cf. II, 2, B.) Are these forwarding channels frequently used in practice?

Québec: The Central Authority for Quebec receives requests for service directly from consulates and embassies under the Hague Convention. When it joined the Convention, Canada did not declare that it objected to consular and diplomatic channels. We have no information concerning the frequency with which consular and diplomatic channels are used since the Central Authority for Quebec is not responsible for making requests. To answer this question, we would have to contact the various consulates and embassies in Quebec.

PEI : No.

Alberta : Consular and diplomatic channels are used on a regular basis for Germany and Poland. These Consulates ensure there is an English translation and the service fee is drawn on their own Canadian bank before forwarding the request for service. I have successfully used the respective Consular offices in Ottawa for Chile, Czech Republic, South Africa and Turkey.

On many occasions I have received documents from the Department of Foreign Affairs and International Trade in Ottawa, who simply type up a covering letter forwarding the documents to Alberta's Central Authority with instructions to deal directly with the country of origin. This is not very helpful. Most often the documents have to be returned because they are missing the service fee and/or English Translation.

11.2. Postal channels (Art. 10(a)) (cf. II, 2, C)

Have the interpretation and appliatoin of this provision given rise to difficulties?

Québec: Not to our knowledge. In the case of *Option consommateur*, the requesting party applied to the courts in Quebec for leave to serve pleadings in Japan by registered mail. This request was granted over the objections of the defendant.

PEI : No.

Alberta : Not that we are aware of.

11.3. Judicial officers, officials or other competent persons (Art. 10(b)) (cf. II, 2, D)

a) States are invited to specify whether the transmission method described under Art. 10(b) is used frequently.

Québec: Since the Central Authority of Quebec is not involved in the processing of these requests, we do not have any information on this subject. To the best of our knowledge, there is no single place where this information is centralized. To answer this question, we should have to contact the different bailiffs in Quebec.

PEI : No.

Alberta : Since privatization of the Sheriff's Office, no judicial officers, officials or other competent persons have been used other than the method of outsourcing to Civil Enforcement Agencies presently in place.

b) If your State uses transmission between huissiers, can you specify:

- a. With which States this procedure is used?**
- b. How this system operates?**

Québec: Since the Central Authority of Quebec is not involved in the processing of these requests, we do not have any information on this subject. To the best of our knowledge, there is no place where this information is centralized. To answer this question, we should have to contact the different bailiffs in Quebec.

PEI : N/A.

c) Information relating to the costs of forwarding and reimbursement of the costs would also be useful

Québec: To the extent that forwarding from bailiff to bailiff is the practice used, the *Tariff of fees and transportation expenses of bailiffs*, R.R.Q., c. H-4, r. 3, is undoubtedly applied by the bailiffs in Quebec.

PEI: No problems.

Ontario: most services are performed by Ministry employees.

- cost of service will vary dramatically, depending on the location; the enforcement officer may travel 2 kilometres or 200 kilometres;
- mailing costs vary from \$2.00 to \$35.00;
- if payment is provided other than by cheque/money order in Canadian funds drawn on Canadian bank, our bank assesses substantial service charges;
- While Canada does indicate ADVANCE payment of \$50.00, in practice we have been proceeding with service and attempting to collect after the fact, if necessary. While we receive payment in many of these situations, in others we never do;
- When performing services under bilateral treaties, the actual cost of service is charged. The Sheriff's Office provides us with an invoice indicating a fee of \$100.00 plus applicable mileage charges (according to tariff) This practice is not ideal as it creates an accounts receivable which may never be paid.

d) Contracting States are invited to provide to the Permanent Bureau the contact information for the national bodies governing huissiers de justice.

Québec:

Chambre des huissiers de justice du Québec
1100, boul. Crémazie E., #215
Montreal, Quebec
H2P 2X2
Tel: (514) 721-1100
Fax: (514) 721-7878
E-mail: chjq@huissiersquebec.qc.ca

PEI: N/A.

e) Are your country's lawyers or solicitors authorized to perform service from abroad?

Québec: No; to the best of our knowledge, when they receive documents from abroad to be served in Quebec, they contact a bailiff in Quebec.

Alberta: Yes

11.4. Interested persons (Art. 10(c))

Have the interpretation and application of this provision given rise to difficulties?

Québec: We do not have any information on this subject.

PEI: No.

Alberta: Yes. There is a distinction to make between these two categories of documents. The Convention applies in both cases.

12. Judicial and extrajudicial documents (cf. I, 5, E)

12.1. Does your country's legislation make a distinction between judicial documents producing procedural effects and those that do not? If so, do the authorities in your country apply the Convention to these two classes of judicial documents or only to those judicial documents producing procedural effects?

Québec: Some documents do not need to be served under Quebec law; they may be notified by being delivered or by mail. The Central Authority of Quebec proceeds to serve or notify the documents it receives.

PEI : No.

Alberta : Yes, there is a distinction between these two types of documents. The Convention is applicable to both types.

12.2. Could you provide us with the statistics at your disposal, if any, relating to the volume of extrajudicial documents forwarded abroad under the Convention?

Québec: Since the Central Authority of Quebec is not involved in processing these requests, we do not have any information on this subject. To the best of our knowledge, there is no single place at which this information is centralized. To answer this question, we should have to contact the authorities or individuals having jurisdiction to make a request for notification to the foreign Central Authority under article 3, and this would for the most part be advocates, notaries and bailiffs in Quebec.

PEI : Nil.

Alberta : We do not know as most requests sent abroad are made directly by lawyers.

13. Date of service – double date (cf. II, 1, E, f)

13.1. What is your view of the dual-dating system?

Québec: Since the problem has not arisen in Quebec law, the solution of the double date system seems to us to be unnecessarily complicated.

PEI: No problem.

Alberta: It seems like a reasonable approach.

13.2. Does your country’s domestic law provide for a system to determine, in the event of transmission abroad, the date of service for the applicant?

Québec: Quebec law does not specifically provide for the determination of the date of notification for the plaintiff in the event of transmission abroad. However, section 31 of the *Act to establish a legal framework for information technology*, R.S.Q., c. C-1.1, is relevant to proof of the sending or receipt of a document and for determining the time when it is sent or received:

“31. A technology-based document is presumed transmitted, sent or forwarded where the action required to send it to the active address of the recipient has been accomplished by or on the instructions of the sender, and the transmission cannot be stopped or, although it can be stopped, is not stopped by or on the instructions of the sender.

A technology-based document is presumed received or delivered where it becomes accessible at the address indicated by the recipient as the address where the recipient accepts the receipt of documents from the sender, or at the address that the recipient publicly represents as the address where the recipient accepts the receipt of documents, provided the address is active at the time of sending. The document received is presumed intelligible, unless notice to the contrary is sent to the sender as soon as the document is accessed.

The time of sending or of receipt of a document may be established by producing a transmission slip or an acknowledgement of receipt or the information kept with the document providing it guarantees the date, hour, minute and second of sending or receipt and indicates the source and destination of the document, or by any other agreed method that provides the same guarantees.”

PEI: See the Rules of Civil Procedure.

Alberta: Yes.

14. Exequatur

14.1. In your country, would it be possible to deny enforcement of a foreign judgment on grounds of breach of public policy based on the service procedure

applied, even though that service has been performed by the methods provided for under the Convention? If so, in what circumstances?

Québec: Under article 3155, (3) C.C.Q., “A Quebec authority recognizes and, where applicable, declares enforceable any decision rendered outside Quebec except in the following cases: ... (3) the decision was rendered in contravention of the fundamental principles of procedure”. Note also article 3156 C.C.Q., which provides: “A decision rendered by default may not be recognized or declared enforceable unless the plaintiff proves that the act of procedure initiating the proceedings was duly served on the defaulting party in accordance with the law of the place where the decision was rendered.

However, the authority may refuse recognition or enforcement if the defaulting party proves that, owing to the circumstances, he was unable to learn of the act of procedure initiating the proceedings or was not given sufficient time to offer his defence.”

There has not yet been any expression of opinion in the judicial decisions on this specific issue of a refusal to enforce a foreign judgment where service has been made in accordance with the methods provided for in the Convention.

Alberta: Yes, a Court might find that it is contrary to public policy to enforce such a foreign judgement. It is difficult to predict what circumstances might influence a Court’s decision in this regard, but it is suspected that this might occur where the debt sought to be enforced is an illegal one under Canadian law, e.g. a debt related to indentured servitude,

15. Exclusion of application of the Convention between the parties (cf. I, 5, B., 5)

15.1. Have rulings been issued in your country permitting the parties to exclude applications of the Convention between themselves by agreement or contract?

Québec: Not to our knowledge.

PEI: Not aware of any.

Alberta: We are unaware of any such rulings dealing specifically with the Convention, but the law generally is that the parties may determine matters such as forms of service between themselves by agreement or contract.

16. Fax and electronic mail (cf. II, 3)

16.1. Form of the request

- a) **Would the Central Authority of your country, as State addressed, be willing to accept requests forwarded to it by fax or email? If so, subject to what requirements?**

Québec: Yes. However, we must receive the advance payment of the costs. If the request can be forwarded to us by fax or e-mail, the transfer of funds is not authorized in Quebec.

New Brunswick: Under the New Brunswick Rules of Court, documents which do not require personal service may be transmitted and served by fax. To my knowledge, it is not possible to serve documents by e-mail in New Brunswick.

PEI: Yes.

Alberta: Possibly by fax, but not by E-mail yet, as, currently, persons within the territory may file legal documents by fax, but not by E-mail. The latter may be possible at some point in the future. Naturally, with either of these methods, some alternate arrangement would be necessary for payment of the requisite fee.

Ontario: Under the current practice, we receive the request and documents in duplicate. We serve one set and return the other with a completed certificate of service to the applicant. If we accepted documents by fax or by electronic mail, we would have to photocopy a second set of documents. Many of the services received are in excess of 50 pages. The process would be more work intensive and more expensive.

b) Are email and fax used in your country, as requesting State, to forward requests for service?

Québec: Since the Central Authority of Quebec does not act as a Requesting Authority, we do not have any information on this subject. To the best of our knowledge, there is no place at which this information is centralized. To answer this question, we would have to contact the authorities or individuals having jurisdiction to forward a request for notification to the foreign Central Authority under article 3, and this would apply for the most part to advocates, notaries and bailiffs in Quebec.

At the present time, however, a document may be served in Quebec by fax. *In S.A. Louis Dreyfus & Cie c. Holding Tusculum B.V.*, the applicant applied to the courts in Quebec for leave to serve pleadings in France by fax. The request was granted over the objections of the defendant.

PEI : Not aware of any.

Alberta : Not that we are aware of.

16.2. Form of service

a) In your State, may service from abroad be performed by email or fax? If so, subject to what requirements?

Québec: At the present time, it is possible to serve a document by fax in Quebec. Article 82.1 of the *Code of Civil Procedure* provides as follows:

“A party or his attorney may send a written proceeding, an exhibit or any other document to a bailiff, an advocate or a notary by fax machine. The correspondent chosen prepares copies of the facsimile of the document and an attestation of their authenticity; the copies are presumed to be originals for the purposes of notification, service, filing at the office of the court or evidence. The signature of the advocate, notary or court bailiff is sufficient to certify the authenticity of the document.

The attestation of authenticity must specify that the copies are true to the facsimile received by fax machine and must state the nature of the document, the number of the court, the name of the sender and the fax number of the transmitting fax machine as well as the place, date and time of transmission.

A party who sends a written proceeding, an exhibit or any other document by fax machine must let another party take cognizance of the original at any time after the receipt of a written request to that effect. If the sender refuses or neglects to do so, the other party may, by motion, apply to the judge or the court to order the sender to produce the original within a specified time.”

In *S.A. Louis Dreyfus & Cie v. Holding Tusculum B.V.*, the applicant applied to the courts of Quebec for leave to serve pleadings in France by fax. The request was granted over the objections of the defendant.

In principle, since a document may be served by giving a copy of it to its recipient in person, it cannot at present be done by e-mail. However, in those cases where service in person is not required, the *Act to establish a legal framework for information technology*, R.S.Q., c. C-1.1, would permit the use of e-mail because section 2 of the Act provides that unless the law requires the exclusive use of a specific medium or technology, a person may use the medium or technology of his or her choice to the extent that this choice complies with the law, including the rules contained in the Civil Code. Thus, the media containing the information in the document are interchangeable and the requirement that there be a written document does not include an obligation to use a specific medium or technology. Finally, the Civil Procedure Review Committee, which published its report on August 28, 2001, came out in favour of using information technologies whose reliability was guaranteed, including to exchange and transmit certain acts of procedure.

PEI : See Rules of Civil Procedure

Alberta : No

- b) If you State allows postal channels for service from abroad, might the use of email instead of postal channels be contemplated? If so, subject to what requirements?**

Québec: The use of e-mail instead of regular mail would be possible under the conditions imposed by the *Act to establish the legal framework for information technology*, R.S.Q., c. C-1.1, that is to say that the integrity of the documents is guaranteed throughout their life cycle, from their creation, through their transfer, consultation and transmission to

their preservation, including any archiving and destruction. Under this Act, the integrity of a document is ensured when it is possible to check that the information has not been altered and that it has been maintained in its entirety, and that the medium containing the information ensures the necessary stability and durability. Section 28 establishes a functional equivalence between the different methods of transmission:

“28. A document may be transmitted, sent or forwarded by any means appropriate to the medium, unless the exclusive use of a specific means of transmission is required by law.

Where the law requires the use of mail, the requirement may be met by means of the technology appropriate to the medium of the document. Similarly, where the law requires the use of certified or registered mail, the requirement may be met, in the case of a technology-based document, by means of an acknowledgement of receipt in the appropriate medium signed by the recipient, or by any other agreed method.

Where the law requires the transmission or reception of a document at a specific address, the address shall comprise, in the case of a technology-based document, an identifier specific to the location where the recipient may receive communication of such document.”

Alberta: Possibly, assuming the necessary security protocols could be implemented.

c) As requesting State, does your domestic law accept service performed by email or fax in the State addressed?

Québec: At the present time, a document may be served in Quebec by fax. Furthermore, article 138 of the *Code of Civil Procedure of Quebec* provides that if circumstances require, a judge or registrar may, on request, authorize a method of service other than those provided in the other provisions of the *Code of Civil Procedure*. In that case, notification by e-mail or fax in the requested state would be valid in Quebec. Thus, in *S.A. Louis Dreyfus & Cie v. Holding Tusculum B.V.*, the applicant applied to the courts of Quebec for leave to serve pleadings in France by fax. The request was granted over the objections of the defendant.

Alberta : Not unless it is specified by statute, a court order or agreement between the parties, as being acceptable, and never where the service is connected to legal proceedings.

16.3. Form of the certificate

a) Does the Central Authority or any other competent authority in your country use or seek to use email or fax for the sending of the certificate of due performance of service? If so, in what circumstances?

Québec: When the Requesting Authority so requests, the Central Authority of Quebec uses a fax to send the certification of full execution of a notification. The original follows by regular mail. E-mail is not used because the return of service completed by a bailiff

has never been prepared by this means, to the best of our knowledge. In principle, given section 2 of the *Act to establish the legal framework for information technologies*, R.S.Q., c. C-1.1, since the return is a document, it could be completed in any medium. Work is under way as a result of this legislation to eliminate the legal obstacles to the use of the new technologies in all the statutes of Quebec. However, it should be noted that even if the legislation were neutral with respect to the medium for this kind of document, bailiffs could nevertheless continue to draft them on paper.

PEI : see Rules of Civil Procedure

Alberta : Possibly by Fax, in emergent circumstances, but not yet by E-mail.

Ontario: If requested, we will fax the completed certificate of service to the applicant. The hard copy follows by mail. We also on occasion, receive amended request forms by fax. These usually contain minor changes in information ie. a street name and number in place of a post office box, etc.

b) As requesting State, would you accept receipt by email or fax of a certificate of service abroad? If so, in what circumstances?

Québec: A certification may at present be forwarded to interested parties by fax subject to the conditions set out in the above-mentioned sections of the *Code of Civil Procedure*. As far as e-mail is concerned, consultation with all the parties concerned would be required to answer this question, although we were unable to do this within the time allowed to respond to this questionnaire. However, the *Act to establish a legal framework for information technologies*, R.S.Q., c. C-1.1, makes it possible to determine the legal validity of a document on the basis of its integrity. Under this Act, the integrity of a document is ensured when it is possible to check that the information has not been altered and that it has been maintained in its entirety and that the medium containing this information provides it with stability and durability. When the integrity of a document is guaranteed, the document has the same legal validity as its functional equivalent on a paper medium to the extent that it otherwise complies with the same legal rules. Moreover, under the third paragraph of section 5, a document in a medium or technology concerning which it is not possible to affirm or to deny that the integrity of the document was assured may, depending on the circumstances, be admitted in testimony or as material evidence and serve as a starting point for the evidence. Thus, the legal value of such a document may be acknowledged even though its probative value may be reduced.

Alberta : Possibly by Fax, in emergent circumstances, but not yet by E-mail.

16.4. Could you provide us with the statutes or caselaw in your country, if any, permitting or ruling out the use of email or fax in service procedures, whether domestic or international?

Québec: To the best of our knowledge, there are no decisions on this issue. The legislation referred to in this questionnaire is the only relevant legislation of which we are aware.

Furthermore, according to section 74 of the *Act to establish a legal framework for information technologies*, R.S.Q., c. C-1.1, “A reference in the law to the possibility of using one or more specific means of transmission such as sending by mail, by messenger, by cablegram or telegram, by fax, by telematic, computerized or electronic means, by way of telecommunication, teletransmission, fibre optics or any other information technology, does not preclude the use of another means of transmission appropriate to the medium of the document to be sent, provided the legislative provision does not require the exclusive use of a specific means of transmission.”

PEI : See Rules of Civil Procedure.

Alberta : Service may only be accomplished by these means where there is statutory authority, a court order permitting it or where the parties have agreed to that form of service by contract, and never where the service is connected to legal proceedings. In Alberta, the Rules of Court apply to the latter; please see attached.

16.5. Is the use of email or fax in service procedures subject to specific security requirements?

Québec: As far as e-mail is concerned, the *Act to establish a legal framework for information technologies*, R.S.Q., c. C-1.1, provides in section 6 that in order for the integrity of a document to be verified, a judge must take into account the security measures taken to protect the document during its life cycle. It is accordingly the responsibility of the users to determine which security measures they will take. In the interests of greater harmonization on the national and the international levels of procedures, systems, norms and technical standards put in place to achieve the purposes of the Act, a multidisciplinary committee (systems and standards harmonization committee) has been created. Part of the mission of this committee is to examine the means of ensuring the integrity of a technology-based document through physical, logical or operational measures as well as through adequate document management measures to ensure the integrity of the document throughout its life cycle.

As far as faxes are concerned, the *Code of Civil Procedure* provides in addition to the sections referred to above that:

Evidence of service by fax may be established by means of a transmission slip or, failing this, by an affidavit by the person sending the fax (art. 146.0.1. C.C.P.)

It also provides that an act of procedure, exhibit or other document served by fax is accompanied by a transmission slip indicating:

- (a) the name, address and telephone number of the person sending it;
- (b) the name of the lawyer on whom it is served and the number of the receiving fax;
- (c) the date and time of transmission;
- (d) the total number of pages sent, including the transmission slip;
- (e) the number of the fax used to send the document;

(f) the nature of the document (art. 146.0.2. C.C.P.).

PEI: No.

Alberta: There are no set requirements; they are dependent upon the individual circumstances of the situation.

16.6. Is the clause for service whereby parties to a contract agree in advance to receipt of service of any document by electronic channels used in practice (cf. II, 3, B, 2)? Does your domestic law recognize it as being valid?

Québec: We do not have any information on this subject. It does not appear that the question has arisen hitherto.

PEI: No.

Alberta: Yes, unless the document being served is related to initiating or carrying on court proceedings.

17. Model forms

17.1. Do you consider that the model forms ought to be revised? Is so, how?

Québec: Yes. First, the expression, “Done at” on the first page of the English version of the form often causes problems. We are asked what it means. “Geographic address” should perhaps be included in inverted commas to indicate the information sought.

Second, on the first page, under the two identifying boxes, we find the following wording: “L’Autorité expéditrice soussignée a l’honneur de faire parvenir - en double exemplaire - à l’autorité destinataire les documents ci-dessous énumérés, en la priant conformément à l’article 5 de la Convention précitée, d’en faire remettre sans retard un exemplaire au destinataire, savoir: (Identité et adresse)”. This wording often causes confusion because it is very long. Here again, we are often asked what should be entered here. Because the identity and address of the recipient are sought, a third identifying box could be added or this information should be indicated in some other way that is more obvious than the current method.

Finally, we suggest that at the beginning of the Certification page, the identity of the recipient should be indicated under the title. This information would be very useful to link the request to the certification and would indicate to us the ultimate recipient when the recipient is a corporation and the document is left with an employee of the company.

Alberta: I think the forms, in their present form, work well. The only change I could suggest is to make a line so that it is obvious where the serving officer should sign his/her name. They should also be asked to print their name below.

The “Done at, the” on the Certificate should be made clearer, to indicate location and date.

17.2. In particular, do you consider that information for the addressee, such as the amount due, the place and period for payment, the manner in which a defense may be exercised and the consequences for the defendant of failure to enter a defense, ought to be added to them?

Québec: We feel that it would be very useful to indicate how a party may defend him- or herself and the consequences of failure to do so. Should the Essential Elements of the document page not be changed to include this information?

PEI: Yes.

Alberta: Information for the addressee would have to be done individually by each Central Authority. You could not possibly have a Universal form outlining amount due, place and period for payment etc.

We do not know what “the manner in which a defence may be exercised” means. Any party receiving legal documents should contact their own lawyer.

17.3. Amendment of the Request Form, to provide for a specific box for a description and declaration of the capacity and competence of the forwarding authority, might be contemplated. Such a solution would allow ascertainment that the request has indeed been forwarded by an authority or officer competent under the requesting State’s law. Would you be in favour of such a change?

Québec: The problem has not arisen very much in practice outside the cases of American “process servers”. It may not be appropriate to change the form to resolve this problem, which arises only very rarely in the final analysis. Rather than changing the form, we would find it more appropriate if the Website concerning this information for each State were available and updated regularly.

PEI: Yes.

Alberta: We could not tell one way or the other.

Ontario: It would be useful if the Request Form had a specific place and wording in which the applicant declared they were a “competent authority.” In United States, the “competent authority” varies according to State law.

17.4. As the form is technically a part of the Convention, any proposed amendment requires in principle a formal revision of the Convention, and probably the drafting of a Protocol to which a State would subsequently have to decide to become a party for the new Request form to become effective in that State. As such a procedure seems very formalistic and fairly cumbersome, adoption of a new form by way of

Recommendation, as in 1980, might be contemplated. Does this solution indeed seem more appropriate to you?

Québec: Yes.

PEI: Yes.

Alberta: We could not say for sure.

17.5. Would an electronic version of the model forms be useful?

Québec: Yes. However, the standard forms already exist in technological media in Quebec and will soon be available on the Website of the Department of Justice at www.justice.gouv.qc.ca

PEI: Yes.

Alberta: Access to an electronic version of the model forms would be extremely useful. I have had many, many requests to fax forms. Electronic transmission would definitely provide a clearer copy.

18. Reservations and reciprocity

18.1. Do Contracting States not opposing direct service through postal channels in accordance with Art.10 assert reciprocity against Contracting States having stated their opposition to this transmission method, or do they accept direct service through postal channels from such States?

Québec : To the best of our knowledge, the judicial decisions have not had an opportunity to express an opinion on this issue. The Central Authority of Quebec has not had to deal with such questions. However, since it does not get involved in cases of direct transmission by mail, we do not have any information on this matter.

Alberta : No.

18.2. Do Contracting States not opposing transmission through consular channels within the meaning of Art.8 assert reciprocity against Contracting States having stated their opposition to this transmission method?

Québec: To the best of our knowledge, the courts have not had an opportunity to express an opinion on this issue. The Central Authority of Quebec has not had to deal with such requests. However, since it does not get involved in cases of transmission through consular channels, we do not have any information on this matter.

Alberta : Unknown.

19. Article 25: Bilateral and multilateral agreements (cf. IV)

19.1. Could you provide us with a list of the bilateral and multilateral agreements binding your country and other Contracting States with respect to international service?

You will find hereinafter a list of bilateral treaties on judicial cooperation between Canada and other States together with a link to the Internet site of the Federal Central Authority where it is possible to find the text of the treaties.

CANADIAN BILATERAL TREATIES ON JUDICIAL CO-OPERATION

State	Date	Status	Reference to the Treaty Series
<u>Austria</u>	1935/07/03	In Force	1935/16
Austria	1952/01/18	In Force	1952/3
Belgium	1929/01/15	In Force	1928/16
Belgium	1937/05/27	In Force	1937/4
Czechoslovakia	1929/02/01	In Force	1928/17
Czechoslovakia	1937/05/07	In Force	1937/5
Denmark	1936/01/07	In Force	1936/4
Estonia	1936/01/01	In Force	1936/3
Finland	1936/01/03	In Force	1936/5
France	1929/03/11	In Force	1928/15
Germany	1935/11/29	In Force	1935/11
Germany	1953/10/30	In Force	1953/17
Greece	1938/06/04	In Force	1938/11
Hungary	1939/03/23	In Force	1939/6
Iraq	1938/06/19	In Force	1938/12
Italy	1935/08/01	In Force	1935/14
Lithuania	1936/07/31	In Force	1936/13
Netherlands	1936/02/01	In Force	1936/2
Norway	1935/07/20	In Force	1935/15
Poland	1935/07/23	In Force	1935/18
Portugal	1935/07/16	In Force	1935/17
Spain	1935/07/07	In Force	1935/12
Sweden	1935/07/08	In Force	1935/13
Turkey	1935/07/09	In Force	1935/19
Yugoslavia	1938/12/27	In Force	1939/4

The following Internet site of the Canadian Department of Foreign Affairs and International Trade allows access to the text of the treaties: http://www.accord-treaty.gc.ca/treaties_clf.

Québec: Agreement between Quebec and France on Judicial Assistance in Civil, Commercial and Administrative Matters (See Internet site of the Hague Conference).

19.2. For States Parties to the 1965 Convention and to the Interamerican Convention (Interamerican Convention on Letters Rogatory): how does the use in practice of such two instruments operate (*cf.* IV, 1)? More specifically, what is the relationship between them?

N/A

19.3. For States parties to the 1965 Convention and bound by the EU Regulation No 1348/2000 on the service in the Member States of judicial and extrajudicial documents in civil and commercial matters: how does the use of such instruments operate in practice? Under its Article 20(1), the Regulation prevails over the Convention. How is the relationship between the two instruments managed in practice (*cf.* IV, 3)?

N/A

19.4. For States parties to the 1965 Convention and members of the AALCO (African Asian Legal Consultative Organisation): What has been the impact of the AALCO model during bilateral negotiations conducted by your State (*cf.* IV, 2)?

N/A