

Stinking Lawyers Introduction

I want to start by apologizing to the Law students who are reading this website and are filled with honesty and enthusiasm. Wanting to start a career, make an honest living and provide for their families. Stinking Lawyers was chosen for this website because I know that there are many lawyers who will look the other way when they see corruption of the justice system. Dishonest lawyers have turned the courts and justice into a wasteland of integrity. I won't apologize to lawyers because they know how the system works and they know how others work it. Yet they do nothing.

If you're a law student in New Zealand or England and are wondering why posters have suddenly appeared on your campus for this website. It's because I believe every person involved in the legal industry needs to find out about these matters. Every Canadian. Every person that uses the system of Common Law. Every trading partner of the province.

The first inkling of what was likely to be in store for me with regards to lawyers and finding representation was a conversation with Mr. Robert Kennedy with the Law firm Halyk Kennedy Knox in Saskatoon. I thought that he was not a lawyer but a clairvoyant that should in fact single handily replace the entirety of Canada's supreme court. I briefly explained what was going on here. That I had caught a lawyer red handed suborning perjury in an examination for discovery and was going to hold them to account for it. The first and only real statement that he made to me was "You're not likely to find a lawyer in Saskatchewan to represent you, you should try Alberta or B.C. Many lawyers in Alberta started their practices here". He said he was too busy to represent me.

Simply put, no lawyer will represent a client in a civil action that results in the disclosure of criminal conduct of another member of the bar. One of the first discussions that I had with a member of the Law Society of Saskatchewan's executive was with Donna Sigmeth. I told her "I want a member of the bar that specializes in holding other members of the bar to account for criminal conduct." She replied, "Every member of the bar does that". We went back and forth several times in the conversation with me relating to her all of the miscellaneous lies that I had been told to mislead me in pursuing this negligence. Including all of the other excuses. "My law firm is too small for matters like that". "Our law firm is too big for something like that". "I'll have to charge extra if I took it because it uses up my goodwill with SGI"(He subsequently refused representation). "Perjury is protected by privilege." "There is no cause of action for that." Most typically the response was like that given by a senior partner of the biggest law firm in Alberta, "No one at this firm is interested in work like that".

I asked her to name a single case in Saskatchewan history (precedent for non lawyers) that resulted in the disclosure of criminal conduct by a member of the bar, in a civil proceeding. She could not. I asked her to name a case in all of Canada and she could not. She just kept repeating that every lawyer would do so and that it's just their free will not to choose to represent me. I asked the clerk of the Law Society of Alberta (a secretary

not a lawyer). To give me a list of lawyers that specialize in holding members of the bar to account for criminal conduct and she said every lawyer does that.

Lawyers will happily represent rapists, murders, gangsters, other fraudsters, child molesters, all happily! Lawyers also self-insure. The Law Society of Saskatchewan as a self-administered co-insurance plan with all of the other Canadian provinces excepting Quebec. So any claim against the self-insurance plan for negligence is a claim against them all.

At this point the lawyers and law students are likely thinking like Lawyer Nigel Kent of Clark Wilson in Vancouver B.C. He stated after a ½ hour discussion of these matters "You probably want to meet with prospective council face to face. Otherwise by phone they will think your just a nut", then added " Sorry no" regarding representation.

There have been a couple cases in Saskatchewan where lawyers have been caught drinking and driving. Even though there are many, many prosecutors in the province. The standard practice is to bring in a prosecutor from Alberta. Alberta is the next province to the west of Saskatchewan. This is done to avoid the "appearance" of bias. Think about that. When you're done studying these matters think about that concept again.

So here is a basic rundown of irrefutable facts and actions by legal council acting for myself and for the subcontracted legal council for the defendants.

1. The Statement of Defence was filed **a year and one half** after the Statement of Claim.
2. The Queens bench Rules in The Province of Saskatchewan Rule 100(1)(a) State that the Defendants have **20 days to file the Statement Of Defence**. But these are the courts of Favour for The Government and lawyers who wish to initiate a fraud. No this isn't a mistake or error. Every lawyer involved in these matters was before the bar for at least 17 years and except for one, the senior partners of their law firms. The matter involves an auto accident whereby both insured (drivers) were insured with the same insurance company. That company is Saskatchewan Government Insurance, SGI. The legal council for SGI was at all times a subcontracting law firm K.A. Lerner, until subsequent to Disclosure, when Mr. Gibbings was council.

The Statement As To Documents was released June 2002 (dated May 29, 2002) **This is 10 years and six months after the cause of action (accident)**. During this time experienced council represented me until the summer of 2000.

Rules of Court of Queens Bench Statement on Discovery
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(1) Parties to an action shall, within **ten days** after a statement of defence has been filed, and without notice, serve on each opposite party a statement as to the documents which are or have been in his possession or power relating to any matter in question in the action.

3. The lawyer who disclosed it, Mr. Gibbings. Mr. Gibbings was then in charge of ethics for the Law Society of Saskatchewan. No, You can't make this stuff up.
4. I first became aware that something was not right on the legal end when the first Examination for Discovery was held. That was the first that I knew that the original finding of SGI's adjusters that I was 100% not liable had been reversed by K.A. Learner legal council. During a recess I asked my council what the hell was going on and he replied "They're running a little scam, they run a scam on everyone" and then he **physically laughed about it**. When I went home I had to look up scam because I didn't know what that meant.
5. In 2000 I was tired of my first lawyer's refusal to secure evidence and deal with the lies (perjury) of the other driver. I had never heard of the Rules of Court, Disclosure or the duties that my insurer owed me. But a Ontario court of Appeal had just upheld an award of \$1,000,000 for negotiating in bad faith in a insurance matter there. The ruling, subsequently upheld at the Supreme Court of Canada in 2002. Stated in part that the failure to negotiate an insurance claim in good faith gave cause to a new and separate cause of action. My lawyer was fired when I learned of this.

In these matters here you will come to find out WHY disclosure was given when it was. Why the delay and why when it was given that the file was picked clean of all references to the real specifics of the accident by the adjusters.

Adjusters are the employees of SGI that investigate the accident, determine liability and pay out for auto related losses. I make reference to the criminal conduct of SGI in my motions and letters and would like to **apologize to the average hard working honest SGI employee. I never dealt with a dishonest SGI employee**. The criminal actions in these matters involve lawyers and one possibly two others. Larry Fogg the president of SGI was advised of the particulars of these matters in 2000. Jon Schubert (July 1,2004) was his successor and May, or may not, have know about the cover-up of the criminal conduct of these matters.

6. In 2000 I filed a new claim for damages arising from these matters #1478 of 2000 In the Court of Queens Bench. The brief of which (about 2" thick) was sent via courier to the President of SGI Larry Fogg and a second copy to the New Democratic Party of Saskatchewan (NDP Party) Minister for SGI John Neilson. John Neilson is a member of the bar and was previously Justice Minister for the NDP party.

The brief outlined the liability and violations of law of these matters including the specific allegations of subordination of perjury by the legal council for SGI. I didn't know that SGI used a subcontracted law firm K.A. Lerner as the lawyer in charge was based out of the Saskatoon SGI offices. Because of this mistake in filing the Judge who heard the new claim rightly dismissed it. His only comment

at the time was "I don't know why you're here Mr. Greenwood you've enjoyed the benefit of council". If only he knew.

7. Well If I thought this would bring about action it certainly did. The lawyer in charge of the matters for SGI..(er.. K.A. Lerner) was suspended for four months. I'm going to be clear here. These legal briefs outlining the criminal conduct of these matters was shipped Sept 5, 2000 for delivery Sept. 7, 2000- a Thursday. The Wednesday of the following week, September 13, I met with Lawyer Ted Priel of Priel, Stevenson, Hood and Thorton in his office in Saskatoon. Remember I had recently fired my first lawyer for refusing to hold defendants council to account. After explaining the matter he stated to me "I can't represent you on those issues because my wife is her best friend" then he added, "She's just gone on medical leave".

The following day, Thursday, September 14th I called the Saskatoon offices of SGI and asked to speak to her. To check and see if she was really on "medical leave". I was told that she had gone on "medical leave" effective Monday the 11th. One business day after the briefs were delivered, she was suspended from work. I phoned her office every Friday thereafter and she only returned to work the first week of 2001. Obviously all of my council thereafter knew this.

8. Now there certainly is the possibility that she, Ms. Jennifer Bailey had some sort of nervous breakdown when the disclosure of her conduct came about in the review of these matters in Regina. Regina is head office for SGI. These matters (files) were transferred to Regina either on Friday Sept. 8th or over the weekend. The next lawyer in these matters D.A. Phillips told me that directly. In fact he told me that just prior to telling me that he had just been diagnosed with testicular cancer. Which I thought was really odd. But subsequently learned that it was likely a "sympathy test" on myself.
9. The question then becomes was there fraud involved in these matters? Or was she suspended merely because of incompetence? Was she justified in reversing the findings of SGI's adjusters because of mistakes or incompetence on their part? Was she acting properly and rightly by her Statement Of Defence and the Examinations For Discovery of the other driver? SGI and/or the other driver certainly had the right to bring the liability of these matters before the courts. ONLY if in fact mistakes were made and the liability in fact was mine.

What happened though was that the President of SGI and Defendants Council then began a campaign to cover up Ms. Bailey's criminal conduct. First off remember this Statement of Claim (#1478 of 2000) was delivered Sept of 2000. Mr. Larry Fogg, The NDP party (John Neilson, Minister for SGI) and other senior council for K.A. Lerner knew about the details of this matter then, when the file was transferred to Regina. **Disclosure was made a year and a half later!** See paragraph #3 above the statutory requirement according to the Rules Of Court.

10. A year and a half later in June 2002. When disclosure was made and files were picked clean of ANY reference to WHY liability was decided. Every reference to the time of the accident. Every discussion between adjusters regarding why they determined liability the way they did. There was not a single recorded note, made by adjusters, from the defendant's owner of the vehicle (a corporation) or the defendant driver, to them. Regarding a narrative or real debate regarding liability.
11. The time of the accident was an issue here. It was core to the Subordination of Perjury in the Examination For Discovery. Did the accident occur at night (my testimony) or at some time during the twilight proceeding full daylight. Daylight being the time the defendants truck pulling an overdimension farming swather down a narrow secondary highway. Collided with my vehicle. The swather with no lights on it. An offence for which the defendants were convicted of a Highway Traffic Offence, at trial.
 - a. The only cell phone provider in that area, at that time, was Sask-tel. They had the records available until December 2000 (testified to at trial by a Sask Tel employee). At which time they were destroyed as a routine matter of course. Cell phone records that would have proven **Subordination of Perjury AND LIABILITY**. Council had the duty and responsibility to immediately reconstruct the missing file if the files were incomplete when they were transferred to Regina. Council had three whole months. **By council I mean SGI council, MY insurer and the defendants insurer.**
 - b. They had the opportunity to get the Outlook Saskatchewan Trial transcripts where the defendant operator testified and was found guilty. If in fact they were not in the file at Sept. 2000.
 - c. They had the opportunity to examine the entire file and find out that the regulatory requirement under the Automobile Accident Insurance Act in the Province of Saskatchewan. The Saskatchewan regulatory laws that govern SGI, insurance, the rights of the insured, and policy. To provide documentation and disclosures were missing in their entirety! The notices advising the defendant corporation and defendant driver of his right to appeal. The final determination of the adjusters of liability. Missing in their entirety!
 - d. It states under "Driver at fault pays a surcharge" Section 6(6)
 - (6) A driver who is assessed a surcharge may raise a dispute with respect to the assessment of the surcharge by filing with the insurer at the time the surcharge is assessed a notice in writing in the form prescribed by the regulation...
 - (4) The time appointed for hearing the dispute shall be not later than 45 days after the date on which the notice is mailed to the person pursuant to subsection (2)....
 - (7) A decision of the board pursuant to subsection (6) is final and is not subject to appeal.

Hearing by judge

7.2(1) On receipt of a notice of dispute that elects hearing by a judge, the insurer shall, as soon as is reasonably practicable deliver the notice of dispute and the prescribed fee to a judge, and the judge shall upon payment of the prescribed fee issue a notice setting a time and place for the hearing the dispute.

12. All of the formal statutory notices and associated adjusters letters to the defendant corporate truck owner and defendant driver were not disclosed.

Keep in mind that this is a monopoly insurer. Every lawyer, every judge in the whole province deals with the same investigatory procedures. The same regulatory requirements, regulatory notices and regulatory forms. None of which were disclosed. The right to appeal the adjuster's final liability decision, i.e. 45 days after the notices are mailed to the insured. **WAS TWO YEARS BEFORE THE STATEMENT OF DEFENCE WAS FILED!** Keep in mind that both the driver and the corporate owner of the truck. The corporate owner being the operator's father. Received these statutory notices and both were free to appeal the final adjusters decision. In accordance with the regulations. They both paid the surcharges, accepting liability. **Not one** of the lawyers I ever retained, met with, or talked to. Ever made mention of the Statutory Forms/requirements and procedures in dealing with an insurance matter. There is no record of any letter by my council and the reversal of liability dealing with the statutory regulations and the associated forms. The Automobile Accident Insurance Act in the Province of Saskatchewan Didn't seem to exist for them. For Larry Fogg and other SGI council. I never examined these issues till after trial.

13. The defendant driver admitted liability not once, but twice. Neither admission of liability had any, **ANY** adjusters notes associated with them. A single letter was disclosed with a small notation in the corner whereby the defendant driver accepted liability prior to consulting legal council for the trial of his highway traffic offence. When he found out I was seriously injured he phoned back to SGI's offices and then denied liability. See the adjuster's notes section subsequent to this introduction for the complete set of adjuster's notes as disclosed by Larry Fogg/K.A. Lerner council.
14. It was subsequent to this admission and retraction of being liable that the cleansing of the adjusters notes takes place. The failure to disclose documents authored by the adjustors. Disclose statutory documents. The fraudulent cover-up.
15. In January 2001 when it became obvious that a cover-up was the modus operandi of Larry Fogg and his legal council I began a campaign to ensure that the filth (foul, corrupt, dirty) particulars of these matters would cover the rest of the NDP executive from head to toe. I started writing letters, personally delivering documents and sending registered packages of the newly disclosed documents to the entire cabinet of Lorne Calverts NDP government.

16. I'll digress for a moment because I want to explain the phrase **corruptio optimi est pessima** and the term filth above. I have associated those ideas with this website. This Italian phrase means, "the corruption of the best is the worst". I'm not suggesting that those who make it into government or the legal industry are the best. But rather the corrupting effect of power inherent to positions of authority. This I believe is the foundation from which the breakdown of governance occurs. Hence some politicians, lawyers, policemen, soldiers-even ministers of the church- lose sight of their reason for entering their professions and instead are more concerned with protecting and perpetuating their "lot". Hence the closing of ranks, the use of anonymous power of the collective against the complaints of the individuals who dare speak against them.
17. The corruption of government, church or any other monolithic organizations enabled through the hiding, hoarding and dilution of information. Look at almost every scandal and the shock of the misdeed is usually out weighed by the shocking cover up tactics. The greatest act of anarchy IMO is the divulging of information. Show to the masses what the elite seek to hide. Under the sunlight of full disclosure the deceitful cannot hide. The greatest threat a free society can have is their freedom to information being compromised. When you control content you are close to controlling thought.
18. The first member of Lorne Calvert's government that I met with was Chris Axworthy Then Minister for Justice and Attorney general. At his offices on Fairlight Dr. across from the Union centre. As I hadn't really thought this out I arrived at his office without notice and hadn't made copies of the most relevant documents. So I explained the fraud, as I understood it at that time. Keep in mind that my understanding then is far less than immediately prior to trial and less than what it is today. In any event I handed the documents to him one by one and explained the accident and that the documents didn't bear any relationship to what were going on as far as defendants council representations. He looked at me in the face to start. But Mr. Axworthy is of a shorter stature. As we stood at his photocopier making copies of the disclosed documents for him to keep. He kept avoiding looking me in the face. I would move from one side of the copier to the other and normally you look someone in the face when you talk to them. He never asked me a single question about what I had said. Never made any statements. Nothing seemed surprising to him. It occurred to me later that he knew everything about these matters.
19. I personally attended Premier Lorne Calvert's offices at least fourteen times. **His Saskatoon offices on 22nd st. W. were only 500 meters from my home.** I dropped off every relevant record, finding of law, copy of correspondence with Larry Fogg and everybody else. All delivered to his secretary.
20. On August 2, 2004 I met face to face with **Frank Quennell at his offices at 610 Duchess St. Saskatoon he was at that time Attorney General and Minister of Justice.** At that time I knew that many documents had not been disclosed as I had

met with the original adjusters from SGI and tape-recorded those conversations. During a ten-minute conversation in the centre of his office I laid the 12-15 most relevant documents directly into his hands. Explaining the documents that were not disclosed by defendant's council. He never asked any questions and never followed up with any correspondence. Never said a word. Subsequent to this I learned that my lawyer Darren Armitage sent my complete injury file to him when the file was supposed to have been sent to Reynold Robertson at Robertson Stromberg. That letter dated August 26, 2003 is in the section "Letters to Calvert, Sontag, Neilson & Cline.

21. Many other registered letters and regular letters together with the disclosed evidence was sent to other ministers of Lorne Calvert's cabinet.
22. Getting back to why I know the course of action was cover-up subsequent to Sept 2000. Looking at the disclosed documents it became obvious that other documents were missing. Documents on the face of them made reference to other documents that were not disclosed. At that time I knew nothing about 10. c, d and 11 above, i.e. the statutory requirements. I never figured that out till after trial. By then I had retained new council Mr. Darren Armitage, senior partner at his law firm. I told him that it was my intention to meet with the adjusters and tape record the resulting conversations. I knew nothing about "Examinations for Discovery" knew nothing that these conversations would likely not be admitted. We listened to the conversations in his office right after they were recorded. They revealed that when a driver doesn't accept liability they author a "Decision Request Form" in which the basics of the investigating adjustors facts and reasoning for liability is laid out. Its then sent to a senior adjustor to decide final liability. That document was not disclosed. The adjustor that I met with Oct. 22, 2002 stated to me that she remembered the accident and remembered the issuance of a Decision Request Form. The adjustor was Mrs. Nadine Heatherington.
23. The meetings with the three adjustors was a total surprise to every one of them. They had no idea there was anything irregular or amiss with regards to this file and these matters. **NO COUNCIL, NO ONE FROM THE CORPORATION CONTACTED THEM TO INVESTIGATE, RECONSTRUCT AND/OR REPLACE MISSING DOCUMENTS! OR TO QUESTION THEM ABOUT ANY REPRESENTATIONS, DOCUMENTATIONS OR DECISIONS.** Mr. Reg. Hamonick, and Mr. Al Herman together with Mrs. Heatherington all stated that every document would have adjuster's notes associated with it. Those discussions between adjusters are documented. There was not one single adjusters note that dealt with any real conversation with the defendant corporation or the other driver. **NOT ONE!**
24. February 9, 2004 Mr. Gibbings sent me a letter it states:
'Further to my letter to your of February 4, 2004, I can now advise that I attended at SGI's head office in Regina on February 6 and reviewed the file yet again.

There is no Decision Request Form on the file. I have had a conversation with Mr. Al Herman concerning the use of a Decision Request Form Mr. Herman advises me that a Decision Request Form is used when the adjuster is unable to make a determination of liability and wishes to have a review of the matter undertaken by a supervisor. Since there is no Decision Request Form on the file, this indicates that the adjusters were ultimately able to make a determination of liability.

In the event either you or Mr. Robertson have confused a Decision Request Form with a Request for Legal Action, which is used when the file is directed by the adjuster to the Legal Department to file a Defence the Statement of Claim, there are two Requests for Legal Action each dated November 18, 1994 and which have been disclosed in the second part of the Statement as to Documents as items 5 and 6 SGI is claiming privilege with respect to these documents.

I have also checked to make sure that all adjusters notes have been disclosed on the Statement as to Documents and can confirm for the second or third time, that my review indicates all adjusters' notes on the files have been disclosed, with the exception of those upon which privilege is claimed."

25. Only a member of the bar can draft a letter like this. Mr. Gibbings doesn't have the complete file?? He told the Judge just before the trial of these matters that this was a "Run of the mill automobile accident. No different from any other." If he didn't have the complete file why was SGI paying for him to go to Regina to review the file for the third time. Mr. Gibbings said that he was traveling to Regina "consult with SGI on these matters". If this was a run of the mill automobile accident why wasn't he trusted with the whole file? Mr. Gibbings dealt with the

- (a) The letter states "conversation with Mr. Al Herman concerning the use of a Decision Request Form". The specific references I made time and time again in these matters was that adjuster Mrs. Nadine Heatherington completely out of the blue with no knowledge and no prompting on my part said that one was authored. I don't need an explanation from Mr. Gibbings as to "the use" of one. There was a tape-recorded conversation with her in Gibbings possession! Filed in an earlier motion!
- (b) That there were "two Requests for Legal Action Dated November 18, 1994 **from the adjusters dated November 18, 1994** for which privilege is claimed". A bigger barefaced lie has not been made in these matters. This statement was solely fabricated and these documents completely fabricated by Larry Fogg and or K.A. Lerner to cover up Jennifer Baileys conduct.

- (c) They admitted liability in the first accident. When I attended the offices of SGI to tape record (**Oct. 29, 2002**) the conversations with them regarding these matters. **Mr. Al Herman was totally surprised to hear from me. When we had the conversation he pulled the file up on the computer. He slightly turned the screen so I could see it. He pointed out to the screen and said, "I don't know what the issue is the other driver was held liable." I saw on the screen a reserve amount of \$80,000.** This computer record showing the final disposition (SGI's position) in accordance with the statutory requirements.
- (d) These matters were done at the claims department when the adjustors paid me a "wage" for determining liability. When the Statutory Documents were sent to the defendant corporation Autotran and the defendant driver. If in fact these matters were still in the hands of the adjustors at November 18, 1994
- (e) Why was I issued a cheque for mileage, telephone bills, photos, pick up possessions, envelopes, postage, photocopy. To "Determine Liability." Paid out fully on my auto with no deductible.
- (f) Donald Dietz was convicted in Outlook court June 10th 1993. The adjusters at SGI certainly had the opportunity to have the outlook trial transcripts. Prior to the authoring of document #129 dated June 15, 1993.
- (g) I think the adjustors properly determined that the accident occurred at night further to the notes on the right hand side of that document. That they new a highway traffic board violation was irrelevant in the finding of true liability. That they ascertained the true time of the accident from the ambulance service. Determined that at the accident occurred at night and that Mr. Dietz was a liar.
- (h) Keep in mind that I asked Al Herman directly about those notations and he stated that those specifics were assigned to a junior adjustor to investigate and get back to him.
- (i) Those investigations, all not disclosed.
- (j) I believe that they sent Mr. Dietz and Autotran the final letters holding them liable in accordance with the statutory

regulations. **That the 45-day period to appeal was up prior to the Outlook trial.**

(5) The statutory requirement requires a formal document to be delivered to the insured held liable. It advises him of his rights to appeal the decision and has a 45-day time frame. "The statutory requirements. "The time appointed for hearing the dispute shall be not later than 45 days after the date on which the notice is mailed to the person pursuant to subsection (2)....

(k) **A decision of the board pursuant to subsection (6) is final and is not subject to appeal.** If in fact the statutory requirement passes the 45 day appeal period."

(6) *According to the regulations 45 days after the defendant driver is held liable. If appeal is not made, the decision is final and not subject to appeal!*

26. **If the adjusters authored such a form the SGI computer would have shown that. It would have shown that Dietz and Autotran appealed the final adjusters decision and elected trial by judge. As he was entitled to and the "Request For Legal Action" would have been dated then and there. According to the required final notices as required by statute. This was his and Autotran's second admission of liability. But why let the laws regulating SGI, regulating auto insurance for ALL insured in the province, that the sole law firm then dealing with all legal matters for the corporation K.A. Lerner. Get in the way of covering up fraud? The same regulations to which EVERY JUDGE, EVERY LAWYER and the adjusters are required to use, abide, adjudicate and which have been in effect in Saskatchewan since 1979.**

27. So then I start dealing with my legal council Mr. Darren Armitage. By this time I'd read the Rules of Court and I instructed Mr. Armitage to conduct Examinations for Discovery of the adjusters. To reconstruct evidence and admissions that were not disclosed. Mr. Armitage told me that "There is no procedure of law to bring these adjusters into Examinations for Discovery." Then he added "I guess we can bring them to trial, we can bring anyone to trial." I brought the Rules of Court" into his office and showed him where Examinations for Discovery can be conducted for any one who has knowledge about a matter before the courts including non-defendants. Mr Armitage stated to me that in fact "That's not what that means. You have to have "**special permission**" from the courts." I asked him how much that would cost and he stated that it would be \$5000 and that he wanted that money "up front" because the courts "almost never" grant such "**special permission**". But then he added "We can bring them to trial, we can bring anyone to trial."

28. So Mr. Armitage sets these matters down for trial. We leave the courthouse and don't get fifty feet away and he turns to me and states "I don't know what makes

you think we can bring these adjusters to trial". Well I exploded and related to him verbatim the conversation above. I fired him the next day.

29. So I made the representation at the start of this introduction that this fraud likely only involved Mr. Larry Fogg, council and the executive of the Lorne Calvert Government. The ministers aforementioned and ones within this website. That it didn't involve others within the corporation and almost certainly not the Board of Directors of the corporation.
30. On April 19, 2004 a News Release from SGI was released to the public #166 the title to the release was **SGI POSTS STRONG FINANCIAL RESULTS IN 2003** The full release is in the appendix to this introduction. It states that the corporation has a strong financial turnaround going from a loss of \$11.3 million in 2002 to a profit of 21.2 million in 2003 The rate stabilization reserve increased to \$14.4 million.
 - a. May 25th rolls around and Council for SGI makes a final settlement offer of \$100,000 included in the appendix along with a synopsis of my income over the period of this claim and the total bill paid and owing to legal council for the "**benefit of council**" put some sarcasm here in that representation.
 - b. The settlement proposal was rejected about two weeks later. About June 7th.
 - c. Trial is set for the weeks of October 11 to the 22nd 2004.
 - d. July 14, 2004 SGI announced a 10% rate increase effective the first of the year 2005 to "cover the cost of claims". This would amount to \$28 million, on an annual basis. So how does a president of the corporation together with the NDP party's executive who hired him, conceal the budgeting for a massive fraud from the corporation itself? After all **the corporation has its own actuaries in house.** What is an actuary? Simply put an **actuary is a professional responsible for analysing the possible outcomes of the types of events that could potentially cause policyholders to make claims against their insurance policies.**
 - e. The reason submitted to the Saskatchewan Rate Review Panel is based upon "external actuarial estimates of claims costs arising from 2003 claims estimates." The amount totalled \$100 million dollars. The external actuary was Pricewaterhousecoopers in Toronto.
 - f. Now **October 20, 2004** rolls around and SGI has a new **NEWS RELEASE – 637 SGI WITHDRAWS RATE PROPOSAL, INCREASES SAFE DRIVER DISCOUNTS** "Schubert said." Just as we

are withdrawing the proposal today with the best possible financial information we have now”.

- g. **October 20, 2004, well that's the last day of the trial of these matters. So \$100,000,000 in claims were resolved in 98 days arising from "2003" ending on the last day of the trial of these matters.**

31. I have included a MacLean's article with this introduction. It gives a completely accurate description of the conduct of the industry in Canada. Based upon a book entitled "Lawyers Gone Bad: Money Sex and Madness in Canada's Legal Profession" I have included an ASIDE within it with more stories of corruption of these matters and the industry. I also included the letters exchanged with the number one RCMP commander in the province. I sent so many letters to the RCMP that they finally contacted me to arrange a meeting.

- a. Superintendent Bergerman was a down to earth honest cop if there ever was one. His attitude reminded me of the judges in the industry. Far, far removed from what really goes on. His only suggestion was to "Just get yourself a lawyer, they'll take care of everything." Exhibit #310 in the main motion. No police service will investigate SGI for fraud based upon any civilian complaints. Too bad the RCMP is not **required to read that book (above)** on an annual basis. Perhaps a provincial regulation should require that?
- b. The other was an honest lawyer. He said that a lawyer couldn't refuse to represent a client on any specific issues of fraud or negligence arising from a legal matter. His explanation was that a lawyer has a duty to pursue **any negligence in a matter to the benefit of a client** on a cost-effective recovery basis. But his summary statement was amusing. He stated, "You can't take the gravy and hold your nose to the stench". He was retiring in a few months and so refused representation.
- c. With reference to my first lawyer and the MacLean's story. Yeah, I found out subsequent to hiring him that he had been fired from a previous law firm for describing to a client how he received oral sex from someone in his office. The client didn't think it was amusing.

32. In Canada now in the Province of Quebec there is a big corruption scandal underway. Hundreds of millions are involved. The corruption, involving kickbacks and payoffs have run for decades. Testimony reveals ...surprise...a "code of silence". Over 1000 charges laid, over \$50 million in offshore accounts from one mayor alone.

29. NANAIMO - One of the central figures in the Bingogate political scandal of the early 1990s died Wednesday.

Dave Stupich, the former B.C. NDP cabinet minister and one-time MP for Nanaimo-Cowichan, was 84. The cause of his death was not released.

Once revered as one of the most powerful politicians in Canada, Stupich was shamed publicly after masterminding the Nanaimo Commonwealth Holding Society bingo scam.

The scandal led to the resignation of premier Mike Harcourt, though he was not implicated.

Stupich was elected to the B.C. legislature as MLA for Nanaimo-Cowichan in 1963 and spent the better part of the next 30 years serving as an MLA or MP for the Nanaimo region.

Provincially, he held two cabinet posts, serving as minister of agriculture and minister of finance. He did not seek re-election in the 1993 federal election.

Dale Lovick, who was the NDP MLA for Nanaimo from 1986 through 2001 and shared a constituency office with Stupich, heard of his death with sadness.

"When I think in terms of Dave and his career, I think in terms of great tragedy," he said. "Here was a guy who, until a series of events late in his political career, was universally admired and respected. How sad his career ended as it did. He did more good than bad, that's for sure."

Former Ladysmith-Cowichan NDP MLA Jan Pullinger said that, apart from his troubles with Bingogate, Stupich served his community well. During his years in public office, Stupich played a lead role in the development of Malaspina University-College, Beban Park recreational centre, Neck Point Park, Newcastle Island Provincial Park and in the setup of the Islands Trust and B.C.'s Agricultural Land Reserve.

In the late 1950s, Stupich set up and controlled the Nanaimo Commonwealth Holding Society, which raised funds on behalf of the NDP.

But after a tip that something was amiss from the head of the Nanaimo Commonwealth Bingo Association, RCMP launched an investigation. It found Stupich ran kickback schemes in **which donations to charities were refunded to NCHS**. In 1999, Stupich, then 77, faced 64 charges, including theft, fraud, forgery and breach of trust. He pleaded guilty that year to fraud and running an illegal lottery, involving the misappropriation of about \$1 million from the NCHS. He was sentenced to two years, serving it on electronic monitoring at his daughter's home in Nanaimo.

<http://www.canada.com/vancouver/news/westcoastnews/story.html?id=a298cd75-8b5b-434f-afbb-5e262982b97b&k=39825> So steal a million from charities and never do a day in jail.

33. I include #28 and #29 above to illustrate that corruption hides behind most corners. Its that **with the legal industry there has NEVER been a Serpico**. Perhaps with the exception of Mr. Philip Slayton (see the interview in the appendix for this introduction). Except with Mr. Slayton he just quit in disgust

and wrote a book about the industry. He never took the steps to expose the criminal conduct in the courts.

34. **Francesco Vincent Serpico** (born April 14, 1936) is a retired American New York City Police Department (NYPD) officer who is most famous for testifying against police corruption in 1971.^[2] Most of Serpico's fame came after the release of the 1973 film *Serpico*, which starred Al Pacino in the title role.

http://en.wikipedia.org/wiki/Frank_Serpico

35. In Saskatchewan, in the City of Regina there was a city cop just charged with theft of material. He stole an iPad and gift card from the evidence locker. The story in the final appendix. The Chief of Police is naturally appalled at this and he appears to be a genuine “bad apple”. He will likely be fired and serve some jail time. Yet with lawyers, over billing is endemic. Over billing is theft. For lawyers a lie to a client can cost them tens if not hundreds of thousands of dollars. Lawyers are never disbarred for theft, never disbarred for lying. Never held to the same standards that the average citizen is.

36. Perhaps the criminals involved in these matters think they have escaped.

(a) Canada has just come out with a 10-year passport this summer. SGI just introduced a five-year divers licence. Leaving my job. Leaving my family and home. Leaving the country. Disclosing my personal medical records. All necessary actions to smash this filth. These matters, this website are hosted on offshore servers that do not recognize Canadian Court orders.

(b) From the Limitations of Actions Act in the Province of Saskatchewan

(3.1) A person is not governed by a limitation period and may at any time bring an action for trespass to the person, assault or battery where:

(b) at the time of the injury

(ii) the person was in a relationship of financial, emotional, physical or other dependency with one of the parties who caused the injury.

Concealment

17

The limitation periods established by this Act or any other Act or regulation are suspended during any time in which the person against whom the claim is made:

(a) wilfully conceals from the claimant the fact that injury, loss or damage has occurred, that it was caused by or contributed to by an act or omission or that the act or omission was that of the person against whom the claim is made; or

(b) wilfully misleads the claimant as to the appropriateness of a proceeding as a means of remedying the injury, loss or damage.

2004, c.L-16.1, s.17.

(c) That ignores the concept that there is, or should be, a statute of limitations for fraud when members of the bar act to **participate**, cover it up, or fail to act.

37. For the readers in Europe, Africa, and South America who may wonder if the courts are corrupt in Canada. To this I say no. **But there is a substantive bias in favour of the government and in favour of the industry.** I doubt that William F. Buckley Jr., one of the best wordsmiths ever. Could get the approval of the courts for a motion opposed by council for SGI regardless of the merits.
38. Council for the defendants Mr. Gibbings sent Mr. Armitage a letter stating that he would oppose every motion to bring the Adjusters into Examinations For Discovery. He did. He also made two rather interesting comments. The first was when we were exchanging documents in his office. Out of the blue he said to me” Do your think its possible to make a mistake.” I replied “Sure, but your apologize and then offer to make it right”. The other was just before trial started at a final motion hearing. He stated to the trial judge that this “Was a run of the mill automobile accident. No different from any other.” Well he was right about one thing. According to my first lawyer the lawyers for K.A. Lerner “Run a scam on everyone.”
39. As to why these matters transpired the way they did. Why did Larry Fogg take on what was a liability of a subcontracted law firm, K.A. Lerner. They, they being Chris Axworthy, Lorne Calvert, John Neilson together with Larry Fogg and **a few others**. Because they thought they could get away with it.
- a. The biggest reason for sure is that no member of the bar will make themselves available to pursue the negligence of another member of the bar.
 - b. Most people don’t know the law and the procedures of law. They will give up after a couple lies from lawyers.
 - c. SGI is a crown jewel for the NDP. Low cost auto insurance is core to their policy and beliefs about crown corporations. That’s why this rate increase could only have been tied to the NDP executive. They would normally **fight, examine and question any rate increase.**
 - d. **They had the complete injury file and all the evidence. No disclosure had been made.**
40. Finally the question is **WHY** did I take so long to bring this corruption and criminal conduct to light? Why contact the government of Brad Wall, the President of the Corporation, the Board of Directors of the Corporation, the provincial members of the cabinet, the provincial members of parliament, the Prime Minister of Canada, the federal justice minister and the provincial ministers of justice, **now**?
- a. During the time this legal battle went on I was diagnosed with depression. When I became embroiled in this fight to receive the proper benefits of

insurance. It got progressively worse. When I had to spend more on lawyers than I was earning. When I had to fight with everything I had, the criminal predations of gangster lawyers and provincial politicians. My depression got worse and worse.

- b. In fact it became so bad that headaches and depression became one and the same. Became so bad that I was in fact medicated for over five years.
- c. The depression became so bad that I was diagnosed with a brain injury and in fact the pleadings of these matters were amended by my last lawyer to in fact state that. None of this mattered to the criminals that preyed upon me for a decade.
- d. SGI paid for these prescriptions for the whole time Larry Fogg and the lawyers of K.A. Lerner were preying upon me. It didn't appear to modify their conduct in any fashion. Didn't appear to cause them concern for the pain and suffering they were causing me.
- e. I finally feel better mentally and my depression is finally fully under control. I feel that I can take on another multiyear battle with corruption and the gangster conduct of those who fail to recognize their lawful duties. Those who feel the weak, the injured and the vulnerable in society are to be preyed upon for the protection of the criminal conduct of the Lords and Ladies in waiting. For all the peasants out there. In the Courts of Queens Bench, male judges are given the honorific term "Lords" and female judges "Ladies". Lawyers-hence Lords and Ladies in waiting.

41. This website goes online mid August 2013. It will be updated with all the names of persons who have been advised of these matters. i.e. received an advance dvd of all of the information on this website and records of service about September 1, 2013.

- a. It will be updated one year later to document the trading partners of the province of Saskatchewan who have been rightly advised of its Kleptocratic nature.
- b. As at August 2014, it will illustrate the various acts of civil disobedience necessary to bring an end to this corruption.
- c. As at August 2015 it will document the civil disobedience at the ... Well you get the idea.

42. There is **NO CURRENT MECHANISM** to address the fraud, corruption and cover-up of these matters. I personally contacted over ***FIFTY*** lawyers and law firms including British Columbia, Alberta, Saskatchewan, Manitoba and Ontario. The standard operating procedures of this industry is Canada wide. The procedure to deny any representation where criminal conduct involves a member of the bar. Canada wide. The industry is a **Kafkaesque** place where policy by governments is protected when it benefits policy or the industry. I guess you could call me stupid for going past lawyer number three. How does that saying go "Fool me once shame on you..." Well you get the idea.

43. For the employees, adjusters and staff of SGI there is a separate appendix at the end of the main motion. Just for your consideration. They only contain the **disclosed records** relating to liability, i.e. **every single record** not involving the vehicles themselves. Every employee of SGI needs to discuss these matters in the workplace. Needs to consider the damage to the corporation when fraud, obstruction of justice and cover-up are the order of the day. If you're not familiar with the claims procedure talk to the adjusters. Don't be misled by anyone who suggests that the criminal use of the corporation and its good name will not affect you. If management cut your paychecks by 50% to pay for this fraud, you would take notice. You need to get after the Board of Directors, the Government of Saskatchewan and the president. To separate and distance the high standards of the corporation from those of a rogue president, lawyers out of control and stunningly stupid decision making by the administration of Lorne Calvert. You need to take some action as a body.
44. The Statement of Claim carries the duties to my insurer to protect me. My contract with them the same duties. The law and precedent of which are well-spaced thought these matters. The entire particulars of these matters have now been turned over the current President of SGI, the Government of Saskatchewan, Premier Brad Wall, and the Saskatchewan Party. **IT IS UP TO THEM TO PUT THE FULL RESOURCES AND AUTHORITY OF THE CORPORATION. THE FULL POWER, RESOURCES AND AUTHORITY OF THE PROVINCE OF SASKATCHEWAN TO BRING JUSTICE TO THESE MATTERS.**
45. The exact same duties and obligations apply to the federal government. Apply to the ministers of the Government of Canada with Prime Minister Stephen Harper. They have been informed of these particulars. Together with his cabinet and relevant elected Members of Parliament.
46. To all other Canadians of good conscience who come to this site. Who have an interest in justice. An interest in personal integrity and the good governance of the state. **I NEED YOUR HELP!** To every person who comes to this site and is repulsed by the conduct, disgusted by the corruption and predations upon myself. I need your help. Be you an American, a New Zealander, an Australian, British citizen, European, anyone, and anywhere. **HELP!**
- a. You can start a fundraising campaign to help me spread the word on these crimes. To help me get to the Hague, to pay for printing, travelling expenses, etc.
 - b. You can spread the address of these sites www.stinkinglawyers.com and www.stinkinglawyers.ca far and wide. Via twitter, facebook or any social media, spread the word.
 - c. You can let the courts of Canada, the law societies of Canada, the law firms in Canada, the elected officials in Canada know that corruption and

gangster predations upon the weak and vulnerable is wrong. Teach them a lesson when you tell them.

- d. You can look up the criminals in these matters and show them the errors of their ways.
- e. Set up a companion website to allow the discussions and blogging on this gangster conduct. On other legal and political corruption in Canada and in your countries. Discuss ways to use information technology and the web to punish those who the courts and the legal industry won't punish.
- f. You can use your artistic inclinations to put up you-tube video caricatures of the lawyers, politicians involved in these matters to illustrate their integrity. Illustrate the integrity of the law society officers across the country.
- g. Use your imagination to educate those who lack integrity. In ways that only they are likely to understand.

Lawyers are rats

A top legal scholar exposes the corruption of his profession

Kate Fillion | Jul 26, 2007 | 20:10:57

In this week's issue of Maclean's, Kate Fillion talks to ex-Bay Street lawyer Philip Slayton, author of Lawyers Gone Bad: Money, Sex and Madness in Canada's Legal Profession, about how lawyers became greedy, unprincipled enablers of the rich. In this excerpt, Slayton explains the ethics of sleeping with your client and tells his favourite lawyer joke. (Warning: Said joke is not legally obligated to make you laugh.)

Interview with Philip Slayton

Ex-Bay street lawyer talks about how lawyers became greedy, unprincipled enablers of the rich

It's hard to imagine a book titled *Lawyers Gone Bad: Money, Sex and Madness in Canada's Legal Profession* (Penguin) is going to be popular with your colleagues. Why did you write it?

I know lawyers are going to say, "Come on, he's talking about 15 or 20 members of a profession that has 90,000." But in telling these stories I'm trying to extract general ideas: the amoral nature of legal practice, the gross deficiencies of the regulation of lawyers, the sense of misery that pervades the legal profession.

Do you think most of the lawyers you write about started off bad, or did the practice of law change them?

Why do people end up doing things they shouldn't do? Their upbringing, their background? The point is, I don't think there's anything in the legal profession now that restrains people's bad impulses, I don't think there's a generally accepted code of conduct or a vibrant disciplinary system.

This isn't just a Canadian problem, either. On my desk I have an editorial from a South African magazine which begins, "Let's face it, our legal system has effectively collapsed ... One of the more obvious reasons is the culture of greed, pride and self-indulgent arrogance that pervades the legal profession." Then there's this gem from the *South China Morning Post* about a client who asked for a breakdown of his legal bill, which included a charge for "recognizing you in the street, crossing a busy road to talk to you to discuss your affairs, and recrossing the road after discovering it was not you."

As you point out, in 2004 only 44 per cent of Canadians said they trusted lawyers, whereas two years earlier, 54 per cent said they did. Why do people dislike lawyers so much?

Lawyers are seen as greedy, and in good measure I think that's a justifiable criticism, and also unprincipled. Thirdly, and this is perhaps the most important point of all, the average person has no real access to lawyers, to the legal system, to justice. It's all right if you're

very poor and have the kind of problem that legal aid will help with, but most Canadians have middle-class incomes and simply can't afford to hire a lawyer. The chief justice has spoken out about this, but very little is being done to rectify it. It's fundamentally undemocratic. It's as if somebody tried to pass a law that said you can't vote in a federal election unless you have an income of \$100,000 or more. Well, there would be a revolution.

How has the legal profession changed in Canada over the past few decades?

In very general terms, it has become a business: interested in profit, not interested in making judgments, not interested in providing access to poor people or even middle-income people. The old ideas -- that lawyers have something to do with justice and fairness, and are part of an important system that provides a stable, safe, law-abiding society -- have, to the extent that you can generalize, been lost by members of the legal profession.

You taught law for 13 years, both at McGill and the University of Western Ontario, where you were the dean of law. Is there something about legal training that nudges lawyers toward amorality?

Yes, I think so. Law students are taught and lawyers subsequently believe that it is not their job to pass judgment on their clients as people, or to pass judgment on what their clients want to do. Lawyers are enablers. They are there to try to do what their client wants, and are in many cases paid handsomely for it. The whole question of the values behind the rules of the legal system is not on the whole of great interest to law schools or the legal profession. And there's an additional point: lawyers are taught to manipulate the rules in favour of their clients. If you're a manipulator of rules, then you can't respect the rules as such or believe that they incorporate important values.

How does that bleed over into their private lives?

I'm not sure of the answer to that, except to say that I think it does. There are studies about the marital success of lawyers, indicating that there's a higher divorce rate among members of the legal profession, and that may be true. The reason, I think, is that when you come home from the office, you don't become a different person. You don't shed all the ways of doing things and thinking about things that preoccupied you during the day. [I can imagine] a wife making small talk and a husband cross-examining her as though she's on the witness stand: "What evidence do you have to support the fact that there's something wrong with the furnace?"

You left teaching to practise at a big Toronto law firm. Did your time in the classroom prepare you?

Not at all. The world of the law school and the world of the big downtown law firm are two very different worlds.

What kind of ethical dilemmas does the average lawyer face?

The average lawyer in a big firm practice faces the requirement to put aside whatever kit bag of values, principles and ethics he may personally subscribe to and concentrate on making it possible for clients to do what they want to do. No client comes into a lawyer's

office and wants to have a discussion about whether it's a good thing or socially desirable to do this, that, or the other. And they'll seek another lawyer if you try to have that discussion.

There's a big incentive for lawyers to pad their bills, isn't there?

Yes, and it's common practice. It's easy to round up. It's easy to reflect on what you've done during the day and say you've worked for seven hours rather than six.

What should you do if you get a lawyer's bill and the number of hours seems ridiculous?

The first thing you can do is refuse to pay it. People certainly do challenge bills, and often some kind of accommodation will be reached. Ultimately, you can take your bill to an officer of the court who will adjudicate on the fairness of it. But I think there always will be a tendency to pad bills, and it's because of the pressures lawyers are under to generate revenue for their firms and themselves. In big firms, there's an accepted number of billable hours a year that people have to reach, about 1,800 hours. If you're consistently shy of that, you're going to get into difficulty.

Do lawyers talk about over-billing amongst themselves?

Any lawyer you ask will say, "We don't do that." First of all, you can get disbarred. And secondly, it might arguably be a criminal offence, a fraudulent activity. But there's a general recognition that it happens very widely. I remember once standing on a street corner with a prominent Toronto lawyer at nine in the morning, and he said, "Every lawyer in this province is going to go into their office today and commit fraud," then laughed. Another lawyer told me he was in favour of what he called "portal-to-portal billings": he was in the office from 8 a.m. to 6 p.m. and figured that one way or another he had to bill 10 hours, which of course doesn't allow much time for bathroom breaks, or lunch, or doing something pro bono, or even gazing out the window. There are a number of ways you can gently, but over time, significantly inflate your billable hours. It's a large underground problem.

Did you ever pad your bills?

My carefully considered answer is that I was part of the legal culture of the times and I did what it demanded.

Lawyers are no longer at the top of the socio-economic totem pole. They're way below, say, investment bankers. Does that engender anxiety?

I think it does, there's a kind of economic voyeurism that takes place and generates a lot of discontent. Of course, the legal profession is big, and there are people in Canada who make \$2 million a year and there are also people just scraping by. But looking at the top end, many corporate lawyers at big firms make what most people would regard as a pretty handsome living, yet they look at their clients and think, "They're making more money than I am." And then perhaps they'll add, "And they're doing it because of all the clever ideas I bring to them. It's not fair!"

You quote a former law clerk to a U.S. Supreme Court justice as saying that lawyers suffer from "depression, anxiety, hostility, paranoia, social alienation and isolation, obsessive-compulsiveness and interpersonal sensitivity at alarming rates."

And those are the well-adjusted ones!

Why are lawyers so miserable?

If you practise law you're plunged into what is by its nature a highly competitive, highly stressful environment that sucks up most of your time at the expense of things that most people think go a long way toward making life worth living, such as spending time with family, or reading a book.

The same could be said of many jobs, like banking or even journalism.

No doubt. But I think there's more to it for lawyers than simply stress. If you're a doctor, you may have a hell of a day, but at least you can be comforted by the idea that in some small way you improved the general state of society. I don't think you can believe that if you're a lawyer. I hasten to add that legal practice is very diverse, and there are lots of different kinds of people practising law, and this is not true of all of them. But it's true of a lot of them. You come home at the end of the day and say, "Why did I bother doing that? What I've really done is make rich people a little bit richer, maybe, and as a result of that I can send them a big bill." This is not a good way to spend your life. After you get over the initial drama of this high-stakes environment, you're left with the feeling that this is a pointless occupation and you should find something more worthwhile to do.

Why did most of your students go into law?

A lot of people don't like lawyers and would be horrified if their child came home and said, "I want to be a lawyer." But it is a profession, and one with the potential of generating a significant income. It gives its members a certain power, the power of knowing something that other people don't know. And there is a kind of glamour associated with it. Look at all the television programs that deal with the law -- people are fascinated with this process, even though they're deeply suspicious of lawyers. And I think in many cases, certainly this was true in my case, people went into law because they couldn't think of anything else to do.

Is there something else you should have done?

Oh yes, but I'm not going to tell you. I find myself increasingly in the role of critic of the legal profession, but I've spent my life as a lawyer. I went to law school in 1966, I've been in the legal profession one way or another for 41 years, it gives me no pleasure at the end of all that to look back and say, "Oh God, this was not a good way to spend my time."

Is this book your penance?

[laughs] No. Do I think it will lead to some kind of significant reform of the legal profession? Of course not. It's beyond any one person's ability to do that. Do I think some kind of significant rethinking of the profession is in order? You bet I do.

So many of the lawyers you write about wound up stealing from their clients or bilking their firms. But greed wasn't always the motive, was it?

No. I first got interested in this whole subject in 1989 or 1990, when I was a junior partner [at Blake, Cassels & Graydon]. The most prominent partner, Bob Donaldson, a nationally if not internationally respected lawyer making lots of money, was suddenly found to have had his hand in the till. That was a startling fact in itself, but here's the thing that puzzled me most of all: the amounts of money involved were relatively minor. It wasn't as if millions and millions had disappeared, it was more on the order of using money improperly to buy airline tickets to go to Bermuda for the weekend, penny-ante stuff by his standards. Why would somebody risk everything -- reputation, friendship, professional status, even potentially freedom -- for that? It certainly wasn't greed. And in nearly every case I write about, the lawyers didn't do it, for the most part, for money.

Well, is it self-destructiveness or is it arrogance?

Arrogance is part of it. If you're taught how to manipulate rules, you lose respect for them, and that leads to a kind of arrogance: I'm bigger than the rules, I'm not the average man on the street who needs to be law-abiding because I know how to get around the rules. And there may be just a touch of the more common form of arrogance, too, which is "I'm smarter than they are, they'll never catch me." But you can be arrogant and still have a healthy sense of what's good for you, and what dangers you shouldn't run. I have some speculation about why people behave this way, and one reason is simple boredom. When people are bored, there's a tendency to take risks.

What happens to lawyers who steal? How is the profession regulated?

The disciplinary process of the law societies in this country is deeply flawed. Lawyers are disciplined for breaches of professional rules, but it's like so much in Canada: everything depends on where you live. What can get you disbarred in Alberta won't have much effect on you at all in, say, Nova Scotia. The first difficulty with the disciplinary system is that if you're a lawyer who's alleged to have stepped afoul of the rules, you're investigated by the law society. If they decide you're a transgressor, they'll prosecute you, they'll hire a lawyer to do that, and the disciplinary committee itself is the law society. So you have the investigator, the prosecutor and the judge all essentially representing the same institution. I thought in this country we had a fundamental principle, that the person who investigates and prosecutes isn't the same person who judges.

Is yours a widely held opinion?

I haven't heard people rising up to complain about this. In the United States, by the way, disciplinary matters in just about every state are heard by courts, not by panels of the bar association, which is how it should be. I think Canada really has to get its act together. Look at the reforms in the U.K., which woke up some years ago to this problem and [adopted] quite sweeping reforms that largely removed self-regulation from the legal profession. Why in heaven the same sort of reforms are not under consideration in this country I do not know, except that self-regulation is regarded with quasi-religious fervour.

What's the basis of the opposition to anything but self-regulation?

The ideological underpinning is that a fundamental responsibility of the legal profession is to help citizens fight the state. It's an important offsetting influence to the power of the state, and therefore cannot be regulated by the state, because then it will tend to become subservient to it. I just simply reject that. There are all kinds of other ways that you could ensure independence when it matters, and there are all kinds of ways you could get advice from lawyers without giving them final say over what happens. And in any event, **lawyers only regulate themselves pursuant to legislation that is passed by provincial legislatures, which they could change tomorrow.**

You talked to quite a few lawyers who've been caught doing something wrong. How many of them actually expressed remorse?

On the whole, there was not a whole lot of remorse expressed. I don't think these were penitent people who were terribly ashamed of doing a bad thing. Take the case of Martin Wirick, the B.C. lawyer who was involved in a massive real estate fraud, I think it's the single biggest legal fraud that Canada has ever experienced. It wasn't as if he was stockpiling money to run off to South America. The most he ever got out of it was payment of very ordinary legal bills, and in fact I don't think the client ever even fully paid them. So he didn't do it for money. When I talked to him, he said things like, "Oh, I was just so tired, I just didn't give a shit, I was unhappy, I hadn't had a vacation in years." What he did not say was, "When I think back on what I did, I'm so sorry about it, I'm so sorry about people who lost money as a result of my activities." I think he was hapless, a bit of a schlemiel, and his client was a charismatic, glamorous person.

Is it common for lawyers to become enamoured of their clients?

Oh yes, very much so. I think lawyers can have a hero worship of their clients. Think of the whole Conrad Black trial, that poor Mark Kipnis who will probably go to jail because he did what the boss told him to do. It's [a case of] the dull old lawyer with the charismatic client who says "Do this, do that," and does the lawyer say, "Just a minute sir, this is not right"? No, of course not, because dull people can easily fall under the sway of charismatic people. I think quite a lot of that happens in the legal profession, though I have to emphasize that there's a lot of difference between [a big firm] at Bay and King in Toronto and the single practitioner in Goderich. If you have an important client, a Conrad Black or somebody like that, who says he wants to do something but you refuse, he'll just say, "Fine, I'm sure the law firm across the street will do it." If your important client, who is also a big source of revenue for your firm, walks out the door, well, it's not going to be good for your career. It takes a very strong and principled person to do that, particularly when you consider that the law is very complicated, and it's not always absolutely clear what's right, what's wrong, what can and cannot be done. That makes it easier to say, "Well, let's try it out and see what happens."

Who stands out in your mind as being the worst of the bad lawyers you wrote about? I'm guessing you're going to say Ingrid Chen, the Winnipeg lawyer.

There's no doubt that she behaved abominably. She's now in prison, because it was established that she hired enforcers to beat up clients who upset her, along with a whole variety of other things. But the behaviour was so bizarre, so manifestly self-destructive

and likely to lead to catastrophe, that you can't just say she's a bad person who got what's coming to her. It's more that she has some deep problems that need to be sorted out. An interesting case is Michael Bomek, a criminal lawyer based in Flin Flon, Man. with a largely Aboriginal clientele, who was thought to be a creative and gutsy lawyer who fought against an RCMP detachment that was thought to be racist, and indeed there was subsequently a government commission that found it was racist. He was a notable figure and something of a hero, almost. And then it turned out that he had been having sexual relations with some of his male Aboriginal clients. The RCMP accused him of sexual assault and indeed he pled guilty, went to prison and was disbarred, though for other reasons. I went to Flin Flon and to the reserve and I wound up feeling sorry for him, I found him quite an engaging character. I wrote [an article] about him but subsequently he got into all kinds of other trouble. He got out of prison and was running a hot dog stand in Prince Albert -- where's Monty Python when you need them? -- but he wasn't just selling hot dogs, he was selling marijuana. The police busted him. But then the whole thing took a sinister turn, he was charged with further sexual transgressions involving children and was convicted of some of them. You look at this guy and there's a lot, dare I say it, to admire, certainly in his early career. But perhaps, as the Crown attorney who prosecuted him the first time around told me, he's a psychopath. I'd be very surprised if he had the slightest little bit of penitence in him.

Why are lawyers now so instrumental in money laundering operations?

There's recently been a whole spate of national and international rules about money laundering, trying to get rid of it because it promotes organized crime. In Canada, lawyers have resisted, successfully, application of those rules to the legal profession. To simplify, they've said, "You cannot oblige us to report cash transactions to a government agency" -- which, by the way, banks are now obliged to do -- "because to do that would be a fundamental violation of solicitor-client privilege." Meanwhile, those who know anything about this, like the auditor general of Canada and various high officials in the RCMP, have said that partly because they're largely exempt from these rules, lawyers can become, and some have become, agents of money laundering. You go to your lawyer with cash because he's exempt from these rules. The law society will say, "No, no, no, we have rules about this, any cash transaction over a certain amount has to be reported to the society." But there certainly isn't the full oversight by federal authorities that you find in all other areas where financial transactions happen. I think invoking solicitor-client privilege is nonsense. If you're a lawyer, and somebody walks into your office and says he's going to buy a house and needs to put a \$50,000 deposit down, and here's a briefcase full of cash, would you not think, Hmmm, this is very unusual? It's not some massive encroachment of solicitor-client privilege to address this issue. It's just plain common sense.

(ASIDE from story: So I was meeting with my first lawyer one day, Mr.

Turple and he told me that he was going to the Cook Islands. I'd heard of the Cook Islands and knew that they were in the middle of nowhere-central Pacific Ocean. I asked him "Why are you going there?" He laughed, smiled and replied "Because its free. " In shocking surprise I asked him "How do you get a free trip to the Cook Islands?" He just smiled, gave a little chuckle and never replied.

Canadian Senator Pana Merchant's lawyer husband stashed \$1.7 million offshore, CBC says

450 Canadians have money stashed in offshore accounts, including lawyer Tony Merchant, CBC says

The CBC says Canadian lawyer Tony Merchant, married to Saskatchewan Liberal Senator Pana Merchant, has stashed at least \$1.7 million in a sunny offshore tax haven — cloaked in secrecy.

By: Julian Sher and Tanya Talaga Staff Reporters, Published on Wed Apr 03 2013

Prominent Canadian lawyer Tony Merchant, married to Saskatchewan Liberal Senator Pana Merchant, has stashed at least \$1.7 million in a sunny offshore tax haven — cloaked in secrecy, the CBC and Radio Canada has reported.

An in-depth investigation based on 2.5-million documents obtained by the Washington-based International Consortium of Investigative Journalists and shared with 38 news organizations, shows 450 Canadians have money hidden offshore.

Those Canadians are among the 130,000 individuals from more than 170 countries whose offshore investments were uncovered in “corporate files, emails, account ledgers, and other records” representing 260 gigabytes of data obtained by the ICIJ in a project they called “Secrecy for Sale.”

More from thestar.com

- [Federal budget 2013: Tax loopholes, hidden offshore money targeted](#)
- [Senate financial data](#)
- [Europe's economic crisis: How the rich avoid paying their tax bill](#)
- [Cracking down on offshore tax dodgers should be budget priority: Editorial](#)

The CBC, through analysis of these documents, alleges Merchant, a former member of Saskatchewan's legislative assembly, has repeatedly fought Canadian tax authorities in court while sending “large sums of money far away,” to a firm called Portcullis Trustnet based in the Cook Islands in the South Pacific.

The CBC has obtained a tax form that shows in 1999, a year after Merchant set up the trust account, of which he is a beneficiary, he did not disclose if he had foreign assets of more than \$100,000, even though “he had put more than 1.7 million dollars into his offshore trust by then,” the network reported.

Putting money in offshore tax havens is not necessarily illegal and the rules governing them can be complex and murky.

But critics say countries lose out if their wealthiest citizens park their riches overseas.

As Liberal Senator Percy Downe told the CBC, if the wealthy hide their money, regular tax-paying citizens essentially "have to pay more."

"The government has a set amount they have to spend every year. If they don't get that from all taxpayers, if only a few of us are paying, we have to pay more to make up the shortfall," he said.

While the federal government has vowed to crack down on tax evaders, Downe criticized the recent federal budget for what he said is a \$259-million cut at the Canada Revenue Agency that would "seriously handicap the agency's ability to tackle the massive problem of overseas tax evasion given the agency's underwhelming record to date."

Merchant is a well-known class-action lawsuit litigator. His law firm, Merchant Law Group, has 12 offices across Canada. Merchant was a lead lawyer in the \$1.9 billion Indian Residential School settlement.

The CBC said attempts to reach Merchant and his wife were unsuccessful.

An individual at the Regina office of Merchant's law firm told the Star he was "unavailable." Messages left at his Regina home and at the senator's office Wednesday evening were not returned.

The documents revealed by the CBC indicate the trust account, set up in 1998, was called the "Merchant 2000 US Trust." Senator Pana Merchant and the couple's three sons were listed beneficiaries.

In order to be tax-exempt in Canada, an offshore trust is not supposed to be controlled by a Canadian taxpayer. However, the CBC said Merchant decided to be the trust's "protector," a move the network said allowed him power over it.

The documents, which the Star has not seen, further allege Merchant retained "active involvement" over any investment decisions, the CBC reported.

Merchant also had Trustnet put money into a Bermuda bank account connected to Lines Overseas Management and some of that money was used to buy mutual funds in the small European country of Luxembourg, the CBC said.

Luxembourg is another known tax haven, one that is expected to receive an influx of investors after bank restructuring in Cyprus. The LOM website says it is one of the

world's largest offshore investment firms that "operates solely in tax-favourable jurisdictions."

It is unclear where the money in Merchant's trust account comes from or how much is in the account now.

Tax experts agree there is nothing wrong with having an offshore account, but it becomes illegal if you don't declare earnings.

As a Canadian senator, Pana Merchant must declare her assets and income yearly to the Ethics Commissioner but the public does not have access to the declarations.

The ICIJ, working with news groups such as the Guardian, the Washington Post and the CBC, revealed a long list of international benefactors of offshore tax havens, including the daughter of Ferdinand Marcos, the late dictator of the Philippines, the former wife of an ousted Thai prime minister and members of the family of the president of Azerbaijan. http://www.thestar.com/news/world/2013/04/03/canadian_senator_pana_merchants_lawyer_husband_stashed_17_million_offshore_cbc_says.html

Mr. Turple, he was the senior partner at Merchant law when he represented me. I found out later that my last lawyer Reynold Robertson senior partner at Robertson Stromberg LLP had as a partner Chris Axworthy. Chris Axworthy was the former Minister for Justice. Notes of the meeting with Chris Axworthy and letters to Chris Axworthy were in the file. He was, as you'll recall from paragraph #17 of the introduction the first minister of Lorne Calvert's government that I personally met with. Reynold Robertson never said a word about this.

ASIDE OVER BACK TO MACLEAN'S STORY)

You don't have a lot of warm feelings for tax lawyers, do you?

In some ways I have a deep admiration for them, because tax law is probably the most intellectually complex area of law. But there's something in the nature of it that's pernicious. Tax shelters are highly complex schemes designed with only one purpose in mind: to stop somebody paying tax he would otherwise pay. The kind of society we live in, with its great public projects such as universal medicare, depends on tax revenue. At some point you have to be very unhappy about schemes that deprive public coffers of money that's needed and simply make rich people a whole lot richer. In the U.S., there's been a tremendous outcry about this, but that hasn't happened in Canada. It should.

The lawyers in your book are almost as oversexed as the ones on TV. Is it ever okay to sleep with a client?

Various law societies have various answers that veer from zero tolerance to the Wild West. I don't think anybody has a clear answer. My answer is, there's a huge difference between a male lawyer taking advantage of a highly vulnerable woman and a lawyer who has as a client a highly competent general counsel of a major corporation well able to

take care of herself. But if somebody asked me in the abstract for advice, I would say, don't do it!

Have you ever felt embarrassed to tell people you're a lawyer?

When people on airplanes ask what I do, I say I'm in auto parts. No one wants to talk about auto parts. But if you tell them you're a lawyer, everybody has a story about how they were screwed by a lawyer, or the terrible thing a lawyer did to Aunt Bessie.

How can the average person protect herself from being cheated by a lawyer?

Do not be overawed, and feel free to question both the advice and the bill. Before the Internet, lawyers were gatekeepers, really the only ones, to this vast store of legal knowledge. Now, anybody can go on the Internet and get any Canadian statute, regulation, or case, easily. But people don't seem to be doing that in the same way they do it with medicine, where if you have a pain in your toe, you go on Google.

What's your best lawyer joke?

Well, there are so many. One I sort of like is that there's this ancient lady who shuffles into her lawyer's office and asks for a new will. He says fine, and charges her \$200. She hands him a wad of bills and shuffles out, leaving him counting the money. She's given him \$300. So now he has a real ethical dilemma: should he tell his law partner or not?

That's sort of funny.

It's not very good, is it? Oh well.

The story above from MacLean's magazine published a rebuttal to the criticisms for the industry that followed its publication. That story below:

Not a lone voice in the wilderness

Our response to the Canadian Bar Association

FROM THE EDITORS | August 13, 2007 |

Last week, we published as our cover story an interview with Philip Slayton, an ex-Bay Street lawyer and the former dean of law at the University of Western Ontario, who, after 41 years of teaching and legal practice, has written a book accusing his profession of failing its cherished ideals and working to the detriment of society.

Mr. Slayton describes the world of Canadian law as miserable, amoral, obsessed with making money, rife with fraudulent and unethical activity, poorly regulated, and indifferent to issues of justice. In plain language, he argued that lawyers are rats, a phrase we chose as our cover line for the issue.

In all honesty, we had misgivings about the headline. Before we go to press, we always ask ourselves whether our cover will engage a reading audience. It wasn't difficult to

imagine dismissive reactions to that particular line: "it's redundant," or "it's not news," or "at least they're not journalists."

But we looked again at the interview and concluded that the line was a reasonable reflection of Mr. Slayton's views, and that what he has to say is newsworthy -- it's not every day that an intelligent, sincere, and accomplished individual who has given his entire working life to legal work and education takes the trouble to call out his profession. Even before the magazine had hit newsstands across Canada, the Canadian Bar Association issued a release condemning *Maclean's* for publishing the interview. It launched a countrywide campaign to combat the "outrageous" accusations in the interview, and to dismiss them as the rantings of a lone disaffected practitioner. The president of the Ontario Bar Association, evidently believing the CBA had wimped out, followed up by comparing us to Nazis and suggesting that lawyers are all that stands between civilization and tyranny.

We have extended our Mail Bag section this week to give voice to many of the lawyers, legal associations, and interested readers who took exception to Mr. Slayton's comments. We encourage readers to give them a fair hearing. These are complicated and important issues, and reasonable people may find grounds to disagree with our interviewee.

Meanwhile, we'd like to explain to the members of the legal community who wrote us why we won't be answering the CBA's call for us to apologize for Mr. Slayton's "distorted" remarks. The characterization of Canadian lawyers as amoral, obsessed with money, and indifferent to issues of justice is hardly new. A few years back, Roy McMurtry, then chief justice of the Ontario Court of Appeal, told the Law Society of Upper Canada that undue emphasis on the bottom line "has led in recent times to a lessening of recognition of the importance of the ethics and culture of public service." Justice Rosie Abella of the Supreme Court of Canada hit the same notes in a 1999 speech about a "crisis of professionalism" that threatens the "very legitimacy" of the legal profession. University of Windsor legal ethicist David Tanovich writes that over the past two decades legal practice has come to mean "competition, maximization of profit, and efficiency rather than public service and the pursuit of justice." In other words, lawyers have joined the rat race.

Days before our story hit the streets, Brent Cotter, University of Saskatchewan dean of law and the former deputy minister of justice and deputy attorney general in that province, publicly lamented his profession's lack of concern with the fact that it had priced itself out of reach of average Canadians and appeared indifferent to "the consequent denial of access to justice for those for whom legal aid is not available, but who cannot afford a lawyer."

As to Mr. Slayton's contention that the profession was failing to police itself adequately, we refer again to Brent Cotter who also spoke of "significant institutional failures of self-regulation, inadequately addressed by the legal profession" in Canada. He felt that these failures "invite criticism and investigation" and threaten the long-term viability of self-regulation. There is in fact a vast literature on the

problems of lawyerly self-regulation, and none of the commentators accuse the legal community of being too vigilant with itself. Indeed, the problems Mr. Slayton cites are among the reasons parts of Britain, Australia, and other jurisdictions are jettisoning it.

That leaves miserableness and 'rife with fraudulent and unethical activity.' We haven't found the lawyers in our ambit to be especially miserable, but Roy McMurtry was concerned enough about his colleagues to see relevance in a U.S. study that discovered higher levels of "divorce, depression, severe stress, suicide, alcohol abuse and drug addiction among lawyers." He also noted that an Ipsos-Reid survey presented to an annual CBA meeting found lawyers to be more dissatisfied than other professionals.

On the last point, Mr. Slayton was referring in particular to fraudulent and unethical billing practices. We're not experts on this so we'll have to refer you to a paper on the CBA's own website by law professor Alice Woolley of the University of Calgary. Here's the abstract:

"In the United States hourly billing by lawyers has been demonstrated to lead to both inefficiencies, where clients pay for work done to generate hours rather than results, and dishonesty. While the vast majority of Canadian legal work is billed on an hourly basis no attempt has been made in Canada to analyze either whether hourly billing leads to the ethical problems here or whether the regulatory regime governing hourly billing by Canadian lawyers is sufficient. This essay argues that hourly billing leads to inefficiency, the temptation to be dishonest and to dishonesty, in fact, in the Canadian professions."

In a 2005 paper, Professor Woolley writes that the "ethical problems arising from hourly billing are well documented," and cites academic literature that describes unethical billing as a "genuine professional plague" and "a silent epidemic."

Which brings us finally to the CBA's argument that we have unjustly smeared each and every lawyer in Canada with the shortcomings and transgressions of a few. We don't dispute that there are many hard-working and honest lawyers in Canada. It is nonetheless clear the problems raised by Mr. Slayton are not nearly so isolated as the CBA suggests; rather, they preoccupy many of the best minds in the legal community. What's more, the whole point of being a self-governing community is that member-practitioners are collectively responsible for the welfare of the profession. Every Canadian lawyer is implicated in the failures of the Canadian legal profession cited by Mr. Slayton and the various experts above.

Until the CBA wrenches apologies from Roy McMurtry, from Rosie Abella, from Brent Cotter, from professors Tanovich and Woolley and the hundreds of other concerned professionals who have been quietly worrying and debating the same issues raised by Mr. Slayton in our magazine last week, we feel no need to tender our own.

Mr. Slayton has done the Canadian legal profession a service by going public with his concerns. As professor Tanovich notes, one of the problems in assessing and policing unethical conduct among Canadian lawyers is "the wall of silence that forms part of the

elite firm culture." Our interview broke through the wall. And, yes, our headline was tough, but one of the bright consistent threads through the literature on the problems of the Canadian legal profession is that legal professionals are more interested in maintaining a lucrative status quo than in confronting the need to reform. You have to shout, in such circumstances, to get their attention.

http://www2.macleans.ca/2010/10/08/macleans-top-10-most-controversial-cover-stories/maccov08_06_071/

END OF MACLEANS MAGAZINE STORY.

After studying law at Oxford University as a Manitoba Rhodes Scholar, Philip Slayton clerked at the Supreme Court of Canada in Ottawa. Then, for thirteen years, he pursued an academic career, teaching at McGill University and becoming dean of law at the University of Western Ontario. Philip then went into legal practice with a major Canadian law firm in Toronto, and worked on many of the biggest corporate and commercial transactions of the time. He retired from the practice of law in 2000.

Since leaving legal practice, Philip Slayton has written two best-selling books: *Lawyers Gone Bad: Money, Sex and Madness in Canada's Legal Profession*, published in hard cover by Viking Canada in 2007, in paperback by Penguin Canada in 2008, and as an ebook in 2010; and *Mighty Judgment: How the Supreme Court of Canada Runs Your Life*, published in hard cover and as an ebook in 2011 by Allen Lane and as a paperback by Penguin Canada in 2012. He is a regular contributor on law-related topics to Canadian magazines and newspapers. In 2008 and again in 2010, for his legal ethics column in Canadian Lawyer magazine, he was awarded a Kenneth R. Wilson Memorial Award by Canadian Business Press for best regularly featured column.

Philip divides his time between Toronto and Nova Scotia. He is married to the writer Cynthia Wine. He has been a Woodrow Wilson Fellow; President of the Canadian Rhodes Scholars Foundation; Co-Chairman of the Canadian Campaign for Oxford; and a Governor of Sheridan College. In 1998, Oxford University named him a "Distinguished Friend" of the university. Philip is a member of the Quadrangle Society of Massey College, University of Toronto; the Pelee Island Bird Observatory Advisory Board; PEN Canada's board (Chair of the National Affairs Committee); the City of Toronto Legacy Project Committee; and the Writers' Union of Canada. Philip and Cynthia were founders (in 2002) of the Port Medway Readers Festival, a highly successful summer literary festival on Nova Scotia's South Shore.

<http://www.philipslayton.com/>



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787-6281



News Release

April 19, 2004

Saskatchewan Government Insurance (SGI) - 166

SGI POSTS STRONG FINANCIAL RESULTS IN 2003

SGI CANADA and the Saskatchewan Auto Fund each had a strong year financially, as outlined in its 2003 Annual Reports tabled in the Legislative Assembly today. The Crown corporation also tabled annual financial statements for its pension plan and subsidiaries.

Following a challenging year in 2002, SGI CANADA experienced a financial turnaround. SGI CANADA posted a consolidated profit of \$21.2 million in 2003 - a turnaround of \$30 million in one year. Each company on the competitive side of the business was profitable in 2003. Most dramatically, Coachman Insurance Company in Ontario made a profit of over \$320,000 in 2003, following a net loss of \$11.3 million in 2002.

"In 2001 and 2002, the insurance industry across Canada suffered two of its worst financial years on record," Minister Responsible for SGI Maynard Sonntag said. "Poor underwriting results, increased reinsurance costs and less than average investment income hit the industry hard. SGI CANADA met these challenges head on, and reported the close to record profit due to its strategic business planning."

The Saskatchewan Auto Fund posted an \$11.5 million surplus in 2003, increasing the balance in the Rate Stabilization Reserve (RSR) to \$14.4 million. The Saskatchewan Auto Fund is the compulsory auto insurance program administered by SGI on behalf of the people of Saskatchewan. The Fund operates on a break-even basis over time, and a positive balance in the RSR helps to keep auto rates low for Saskatchewan motorists.

"In a year where auto insurance premiums rose by an average of 22 per cent across the country according to Statistics Canada, SGI did not increase rates last year and has not done so since 2000," Sonntag said. "In fact, SGI's auto insurance rates remain among the lowest in Canada. This was accomplished while also increasing the maximum discount provided under the Safe Driver Recognition program, putting \$22 million in premiums back into the pockets of Saskatchewan vehicle owners last year."

-30-

For More Information, Contact:

Julianne Jack
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Saskatchewan



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News Release

July 14, 2004

Saskatchewan Government Insurance (SGI) - 424

SGI SUBMITS RATE PROPOSAL

SGI is applying to the Saskatchewan Rate Review Panel to request approval of a 10 per cent rate increase effective January 1st, 2005.

"SGI is requesting the increase primarily because we're not taking in enough premiums to cover the cost of claims," SGI President Jon Schubert said. "This would be the first rate increase in Saskatchewan since 2000. Even with an increase in 2005, SGI's customers will still be paying the lowest auto insurance premiums in the country."

Additional revenue from the rate increase will also be used to more than double the vehicle insurance discounts provided under the Safe Driver Recognition program to a maximum of 20 per cent and the Business Recognition program to 10 per cent.

"The increase in discounts responds to the desire of our customers to provide bigger rewards for safe drivers who aren't costing money through claims," Schubert said.

"The safe driving history of customers will offset premium increases for most vehicle owners. SGI estimates approximately 60 per cent of private passenger vehicle owners will see decreases, and about 40 per cent will see increases to their vehicle premiums. Overall, most customers will pay less, some will pay more," Schubert said.

Revenue to SGI will increase by four per cent, as the additional six per cent will be paid out in discounts. In total, safe drivers will earn nearly \$60 million in discounts in 2005, an increase of \$34.8 million over 2004.

To see SGI's complete submission to the Saskatchewan Rate Review Panel, please visit the SGI web site at www.sgi.sk.ca or call the SGI Customer Service Centre toll-free at 1-800-667-9868 to have a copy mailed to you.

-30-

For More Information, Contact:

Julianne Jack
SGI
Regina
Phone: (306) 775-6907

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TO BE FILLED OUT FOR CIVIL CASES
FEES TO BE CHARGED AFTER FIRST 5 HOURS - \$15.00 PER HOUR OR FRACTION THEREOF

Greenwood PLAINTIFF

Vs.

SBI DEFENDANT

1ST DAY Oct 4/04 10-12:30; 2-4 pm.	<u>4 1/2</u>	HOURS
2ND DAY Oct 5/04 10-12:30; 1:30-4:30	<u>5 1/2</u>	HOURS
3RD DAY Oct 6/04 10-12:00; 1:30-2:30	<u>3</u>	HOURS
4TH DAY Oct 7/04 10-12:00; 2-4:30	<u>4 1/2</u>	HOURS
5TH DAY Oct 8/04 9:30-11:00;	<u>1 1/2</u>	HOURS
6TH DAY Oct 12/04 10-12:30; 1:30-4:00	<u>5</u>	HOURS
7TH DAY Oct 13/04 10-1:00; 2:00-3:30	<u>4 1/2</u>	HOURS
8TH DAY Oct 14/04 10-12:30	<u>2 1/2</u>	HOURS
9TH DAY Oct 18/04 10-1:00	<u>3</u>	HOURS
10TH DAY Oct 19/04 10-11:00	<u>1</u>	HOURS
TOTAL:	<u>35</u>	HOURS

LESS 5 HOURS

Number of hours to be charged \$15.00 X 30 HOURS
FEE CHARGED \$ 450⁰⁰

CHARGED TO: Phillip Greenwood LAW FIRM


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News Release

October 20, 2004

Saskatchewan Government Insurance (SGI) - 637

SGI WITHDRAWS RATE PROPOSAL, INCREASES SAFE DRIVER DISCOUNTS

SGI has withdrawn its application to the Saskatchewan Rate Review Panel requesting approval of a 10 per cent rate increase for Jan. 1st, 2005. The decision is based on new financial information provided by SGI's external Actuary that forecasts an improved financial position for the Auto Fund.

"Not only does it mean a fifth straight year without a general increase in auto rates in Saskatchewan, SGI also has the financial ability to continue with our plan to more than double the discounts provided under Safe Driver Recognition and Business Recognition programs," SGI President Jon Schubert said. "The increase to safe driver discounts will take effect Jan. 1st, 2005."

SGI put forward the rate proposal in July 2004 based on external actuarial estimates of claims costs that forecast a small profit for 2004 and a \$14 million loss in 2005, leaving the Auto Fund with essentially no balance in the Rate Stabilization Reserve. The new external actuarial estimate, combined with increased investment earnings and lower than average summer storm damage claims, has put the Auto Fund in a more positive financial position. Near break even is expected in 2005, leaving the Auto Fund with a healthy balance in the Rate Stabilization Reserve of over \$120 million. As a result, a rate increase is not necessary at this time.

"SGI went forward with the rate proposal with the best possible financial information we had from our external Actuary at the time," Schubert said. "Just as we are withdrawing the proposal today with the best possible financial information we have now."

"We're more than doubling the discounts provided under Safe Driver Recognition to a maximum of 20 per cent and Business Recognition to 10 per cent because it's what customers tell us they want - bigger rewards for safe drivers. We can afford to provide increased discounts to safe drivers, so we're doing it," Schubert said.

-30-

For More Information, Contact:

Julianne Jack
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Phone: (306) 775-6907

Q.B. NO. 507 of 1993

CANADA
PROVINCE OF SASKATCHEWAN

EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF Dawn Kenke
SWORN BEFORE ME THIS 20 DAY OF
January 2005
Kenny Wale
PROVINCIAL JUDGE FOR OATHS IN AND FOR THE
PROVINCE OF SASKATCHEWAN
MY COMMISSION EXPIRES Jan 31 2007
~~IS NOT A SOLICITOR~~

IN THE QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

BETWEEN:

PHILIP GREENWOOD

PLAINTIFF

AND:

DONALD DIETZ and AUTOTRAN MANUFACTURING LTD.

DEFENDANTS

OFFER TO SETTLE

(Part 14)

The Defendant hereby offers to settle the within action on the following terms:

1. The Defendant, DONALD DIETZ and AUTOTRAN MANUFACTURING LTD. shall pay to the Plaintiff, PHILIP GREENWOOD, \$100,000.00, inclusive of all interest and costs, provided acceptance is made by 5:00 p.m., October 1, 2004.
2. Acceptance by the Plaintiff shall be in full and final satisfaction of any and all claims, demands, or causes of action whatsoever arising from the matters at issue in the within action.

DATED at Saskatoon, in the Province of Saskatchewan, this 25th day of May, 2004.

SCHARFSTEIN GIBBINGS WALEN & FISHER LLP

Per: Robt. Silb

Solicitors for the Defendants

PHILIP GREENWOOD INCOME

1. 1990 income- loss of \$5745 LOSS
2. 1991 income - \$3196
3. 1992 income - loss of \$1472 LOSS
4. 1993 income - loss of \$10,300 LOSS
5. 1994 income - \$3395
6. 1995 income - loss of \$14,738 LOSS
7. 1996 income - loss of \$ 256 LOSS
8. 1997 income - loss of \$17,677 LOSS
9. 1998 income - \$3241
10. 1999 income- \$9047
11. 2000 income- \$ 684
12. 2001 income- \$ 2435
13. 2002 income- loss of \$3109 LOSS
14. 2003 income- \$21,234
15. 2004 income- Gross year to date \$14, 742.00 net \$3174estimate Check stub enclosed for last commission check

Net income since 1992 accidents = Loss of income of \$1398

LEGAL FEES IN THESE MATTERS

1. Tim Turple	In excess of \$12,000
2. Darren Armitage	\$6,197.39
3. Reynold Robertson	\$16,237.22
4. William Herle, Regina	\$127.69
5. John Wilson, Calgary Alta.	\$872.45
6. Edward Holgate	\$ 84.75
7. Dale Fedorchuk, Calgary Alta.	\$800.00
Total legal fees in these matters not inclusive of interest, \$36,322.50	

And I note that legal fees have exceeded my net income since the accidents, \$37,720.50

S.G.I. and council Ms. Jennifer Bailey had my tax records from 1990 to 1996 in their possession when the pre-trial conference report was authored and set for in 1998.

DEFENSE

- Defense of legal authority:
 - having witnessed the offense being committed.
 - a reasonable or probable grounds to believe that the detained had committed the offense.

INTENTIONAL INFLICTION OF NERVOUS SHOCK

Intentionally causing another person severe mental suffering.

ELEMENTS (CANADIAN)

- Intentional and "outrageous" conduct
- designed to inflict emotional distress or that a reasonable person would have known would cause emotional distress;
 - D need not intend to cause nervous shock. It is sufficient if D acted in **reckless disregard for this possibility**, or if it was **foreseeable** that profound distress would ensue (ie, imputed intent). That more harm was done than was anticipated is irrelevant (*Wilkinson*).
- that causes a visible and provable illness.
 - Unlike battery or trespass, intentional infliction of nervous shock is not actionable without proof of actual harm. PL bears the onus of showing that, as a result of the D's conduct, PL suffered some kind of "visible and provable" illness. Though this test has been recently relaxed.

WILKINSON V. DOWNTON [1897] QB

There is a cause of action when D has willfully done an act calculated to cause physical harm to PL and that has in fact caused harm.

Facts/Issues: As practical joke, D tells PL her husband is hurt; she goes into nervous shock, w/o a history of bad nerves

Discussion:

- Intention: D may not have intended person would be so distraught, but can that be so certain that we can impute intent?
- There was definite intent to cause some degree of distress, and this is enough to impute the full liability
- Remoteness (not to be confused with negligence): were damages sustained unrecoverable as if akin to grief (type you can't recover for in torts)
- Court says they are recoverable
- No need for reasonableness because in intentional tort mere intention is enough
- [Cf more recent decision of *Rahemtulla* where the court held that it is not necessary to show that D intended to cause nervous shock; reckless disregard to this possibility is sufficient.]

Ruling: Full damages awarded

RADOVIS V. TOMM [1957] MBSC

The physical consequences of the shock must be present to amount to a "visible and provable" illness.

Facts/Issues: Daughter is raped; mother tries to recover by being distraught

Discussion:

- Must show that there is some physical or psychological manifestation of injury

Ruling: Case dismissed due to baseness of physical or psychological evidence.

- In more recent years, Canadian courts have expanded liability for nervous shock by broadening the definition of "visible and provable" illness.
- *Rahemtulla v Vanfed Credit Union*: A plaintiff must provide evidence of a visible and provable illness, but the absence of expert medical evidence is not fatal to the claim.
- *Tran v Financial Debt Recovery*: A plaintiff may be entitled to recover for emotional harm falling short of a psychiatric condition or illness.
- *Purdy v ?*: PL is forced to watch her husband being beaten and is successful in claiming nervous shock

Elements

- 1 intentionally engaged in conduct;
- 2 purpose of inflicting emotional distress; or

Mr. Larry Fogg
President
Saskatchewan Government Insurance
2260-11th Ave.
Regina Saskatchewan
S4P 2N7

Sept. 2, 2000
VIA COURIER

Dear Sir;

Please find enclosed an amended statement of claim in the matter of 1478 of 2000 in the Court of Queen's Bench, Judicial Centre of Saskatoon. A Brief of Evidence, Law and Argument from the Plaintiff, for a Motion to Strike this claim, to be held Sept. 7 2000, in chambers, Saskatoon.

This same Brief of Evidence, Law and Argument will be delivered to your Council Mr. Robert J. Gibbings Sept 5. I suggest that you study the evidence contained herein. Specifically the allegation of wrongdoing on page 13.

I suggest that you immediately contact your council or another person of authority in Saskatoon. Secure evidence, statements, documents etc. relating to the matters of Q.B. 507 of 1993 and Q.B. 983 of 1993 from Jennifer Bailey's possession. For investigation into the allegations contained within this brief.

I advise that whoever takes possession of this material does so without notice to the Saskatoon Claims centre. This is a most serious legal offence and the mishandling of this task could have additional legal consequences to the corporation. Someone at the Saskatoon Claims Centre has mislead you already, re Exhibit "D".

With the Court's permission, at the Motion to Strike hearing on Sept. 7. I shall ask if this evidence has been secured for the Corporation's protection and the Plaintiff's protection (myself). I shall also ask if my allegation that Ms. Bailey attempted to introduce false evidence into a legal proceeding. Contrary to section 137 of the criminal code, has a basis in fact.

Govern yourself accordingly.

Yours truly,

Philip Greenwood
317 Ave. P.N.
Saskatoon Sask.
S7L 2V7
241-4466

IN THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON

STATEMENT OF CLAIM

CANADA]
PROVINCE OF SASKATCHEWAN]

PHILIP GREENWOOD

PLAINTIFF

BETWEEN

AND

SASKATCHEWAN GOVERNMENT INSURANCE WITH A
REGISTERED ADDRESS OF 2260-11th AVE. REGINA SASKATCHEWAN
TOGETHER WITH
JENNIFER BAILEY OF SASKATOON SASKATCHEWAN

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff Philip Greenwood is a resident of Saskatoon in the Province of Saskatchewan.
2. SASKATCHEWAN GOVERNMENT INSURANCE, is a body Corporate incorporated in Saskatchewan, with an office in the City of Regina and the City of Saskatoon.
3. JENNIFER BAILEY is an employee of Saskatchewan Government Insurance. Employed at the Saskatoon Office of Saskatchewan Government Insurance.
4. On or about June 20 2000. The plaintiff went to the office of the Defendant JENNIFER BAILEY to deliver Original drug prescription receipts together with empty plastic drug containers. As the receptionist was on the telephone and in consultation with her male assistant, standing next to her. The Plaintiff threw the empty drug bottles onto the floor, behind the receptionist. Then left.
5. On June 20 2000 Ms. JENNIFER BAILEY faxed a letter to Mr. TIM TURPLE a Lawyer in the City of SASKATOON. MR TIM TURPLE is representing the plaintiff in two actions against SASKATCHEWAN GOVERNMENT INSURANCE Q.B. 507 Of 1993 AND Q.B. 983 of 1993.
6. In the Facsimile letter, the DEFENDANTS state that the PLAINTIFF THREW the prescription containers at the receptionist. This statement is false.

It is known to the Defendants as false. This statement is libellous. It was intended to discredit and humiliate the Plaintiff in the eyes of his Council. It was intended to humiliate the Plaintiff himself.

7. This letter is designed to cause the plaintiff financial hardship. It is specifically intended to frustrate the plaintiff's right to reimbursement for medical expense under the automobile insurance acts. As legislated in the Province Of Saskatchewan.
8. As the Defendants have negligently failed to perform their INSURANCE CONTRACTUAL OBLIGATIONS. Refused to Formulate, Initiate or Periodically conduct POLICY OVERSIGHT of it's agents or JENNIFER BAILEY regarding the GOOD FAITH DUTY they have to negotiate and compensate just claims. As the Defendants are in a unique position of Knowledge and Authority in the Negotiation and Compensation Process. From that position comes a duty to deal with the plaintiff's claims FAIRLY IN ALL RESPECTS.
9. This DUTY EXTENDS TO ALL DIRECTORS AND OFFICIALS OF SASKATCHEWAN GOVERNMENT INSURANCE, FOR THEIR NEGLIGENT LACK OF OVERSIGHT.
10. THIS DUTY EXTENDS TO JENNIFER BAILEY PERSONALY.
11. The Defendants knew or should have known that the Defendant in the Claim of Q.B. 507 of 1993 Mr. DONALD JOSEPH DIETZ was UNTRUTHFULL. That he made statements in the Examination For Discovery in that matter April 3 1995, that they knew to be false or should have known to be false. In 1993 or earlier, the Defendants had R.C.M.P. accident investigation statements, Evidence and ambulance reports sufficient to Firmly and FINALLY DETERMINE LIABILITY IN THAT MATTER WITH MINIMAL REVIEW.
12. THEY USED HIS FALSE STATEMENTS NEGLIGENTLY IN THE NEGOTIATION PROCESS WITH RESPECT TO THE PLAINTIFF'S LIABILITY AND RIGHT TO A FAIR RESOLUTION OF THAT CLAIM.

The Defendants should compensate the plaintiff for such negligence.

13. The Plaintiff therefore claims against the Defendants jointly and severally;
 - (A.) Pecuniary damages for actual drug expenses as ascertained prior to the trial of this action.
 - (B.) Pecuniary damages for embarrassment and humiliation arising from this letter to the Plaintiff and his Council.
 - (C.) Non-pecuniary damages for embarrassment and humiliation arising from this letter. To the Plaintiff and his Council.
 - (D.) Pecuniary damages for obtaining professional legal advice. For legal documents as required by this action. For investigations arising from the ascertaining of the facts of the relevant automobile insurance acts.
 - (E.) Pecuniary damages for obtaining Saskatchewan Government Insurance Memos, electronic computer correspondence (e-Mail), board of directors meetings-minutes and or records.
 - (F.) Pecuniary damages for lost earnings arising from the Plaintiff's own efforts to determine the facts and evidence arising from this action.

(G.) Other pecuniary damages as are paid by the Plaintiff and which construe pecuniary loss but which cannot be ascertained at this time but the particulars of which would be proven at the trial of this matter.

(H.) Other aggregative, punitive and exemplary pecuniary damages as the court finds. Arising from the facts and evidence presented in this action.

(I.) Prejudgement interest pursuant to the provisions of THE PRE-JUDGEMENT INTEREST ACT, S.S. 1984-85-86, C. P-22-2

(J.) Costs of this Action.

Dated at SASKATOON JUNE 28 2000.

PHILIP GREENWOOD

317 AVE P. N.

SASKATOON SASK.

S7L 2V7 PHONE 2414466

This document was delivered to the DEFENDANTS COUNCIL, ROBERT J. GIBBINGS #420-128-4TH avenue South Saskatoon

Q.B. No. 1478 of 2000.

IN THE COURT OF QUEEN'S BENCH

JUDICIAL CENTRE OF SASKATOON

BETWEEN:

PHILIP GREENWOOD

PLAINTIFF

AND:

SASKATCHEWAN GOVERNMENT INSURANCE
AND JENNIFER BAILEY

DEFENDANTS

BRIEF OF EVIDENCE, LAW AND ARGUMENT

PHILIP GREENWOOD
317 AVE. P. N.
SASKATOON SASK.
S7L 2V7

Q.B. No.1478 of 2000

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

BETWEEN:

PHILIP GREENWOOD

PLAINTIFF

AND:

SASKATCHEWAN GOVERNMENT INSURANCE
AND JENNIFER BAILEY

DEFENDANTS

BRIEF OF EVIDENCE, LAW AND ARGUMENT

FACTS:

1. The Plaintiff PHILIP GREENWOOD is the Plaintiff in two separate personal injury actions, namely Q.B. 507 of 1993 and Q.B.983 of 1993, both issued out of the Judicial Centre of Saskatoon. Mr. Tim Turple of Merchant Law Group is acting as my council in both these actions.

2. This claim arises out of actions and negligence from the defendant's negotiations and absence of investigation into Q.B.507 of 1993. From the defendants failure to reimburse medical expenses from Q.B.507 of 1993 and Q.B.983 of 1993. From the failure of the defendants to Formulate, Initiate or Periodically conduct policy oversight of standard insurance practices as required by the contract of insurance at issue in these claims. Or as would reasonably be expected from any insurance corporation dealing with serious issues of injury compensation. It also deals with facts arising from my attending the defendants offices to personally attempt to obtain reimbursement for medical expense June 20,2000 and Jennifer Bailey's fax to my Council that day.

Pursuant to rule 149 preliminary evidence as the Plaintiff has managed to secure to date, is included herein.

3. This claim was amended by the Plaintiff on July 11 from Part Forty of The Queen's Bench Rules into general procedure. It was further amended on July 18 2000, pursuant to rule 153 (b). To the form and substance that is filed with the court and defendants now. The amendment of July 17 referred to by the defendants is the same one of July 18. The format of the July 17 amendment was not accepted by the Registrar of the Court and the Defendants council was notified twice as a courtesy, by the Plaintiff as to when the final amendment (July 18 2000) would be delivered to him.

HISTORY REVIEW

4. In Late 1992, after the Plaintiff had been released from hospital and been at home about a week. A R.C.M.P. officer attended to my residence to take a statement regarding the accident of November 16 1992 (Q.B. 507 1993). My statement was the same one (regarding facts and circumstances as I recalled it at the time) as the one I gave to S.G.I.'s auto insurance adjuster in December 1992 and the same as I gave in the Examination for Discovery of that matter April 3 1995. The officer asked for a statement and I complied. Then he asked me one question. Was there any moisture on the highway that morning? I thought it was an odd question but gave it no thought. My answer was. "No the pavement was dry. The ditches were clear of snow. Temperature seven to ten degrees below. Winds were light. Visibility unlimited."

5. In late Dec. 1992 I contacted the original auto insurance adjuster to get paid out for my car. He informed me that he was holding me "100% liable" for the accident. When I asked him why his answer was "Because I've made that determination".

6. I did not agree with this determination of liability and had no idea of the reasoning for why this determination of liability was made. A friend of mine had gone to the Outlook R.C.M.P. to retrieve my firearm and to an Outlook auto salvage yard to retrieve my other personal effects. He took pictures of my car P-1 for Identification Seven Photographs page 21 Examination For Discovery Exhibit "N". In the course of talking to the R.C.M.P. and to the auto wreckers he found out that I had collided with a swather being towed without lights.

7. I was concerned. In the next three weeks I sent three letters to S.G.I.'s auto adjuster and three letters to the R.C.M.P. Including the Commissioner in Ottawa, the Superintendent in Regina and the Sergeant in Outlook. I did know that Mr. Dietz (the other driver) had committed two offences. Driving at night without lights on his swather. The other offence was in the old copy of Saskatchewan Highways and Transportation "A guide to Saskatchewan Weight and Dimension Regulations" Two flashing yellow lights was the requirement for over dimension travel. TAKE NOTICE: this regulation and it's source are from recollection. In my correspondence I outlined five possible violations. My lawyer sent me a letter and told me to stop corresponding with SGI.

8. In early 1993 I drove out to the accident site. I measured the highway. Took pictures of the accident site. Constructed a map of the site. Then drove to Loreburn where the Autotram manufacturing facility was. I identified the truck involved in the collision from Mr. Turple's statement of claim (my claim Q.B. 507 of 1993). I measured it. Took pictures of it as well as

other swathers in the facility lot. These are the other pictures and maps referred to in the Examination For Discovery aforementioned.

9. The R.C.M.P. charged Mr. Dietz with a highway traffic offence. Over width travel prior to sunrise without a permit. When I informed the original S.G.I. auto insurance adjuster of this. He reversed his finding of holding me liable. He paid me out in full with no finding of liability. I felt that I should be compensated for my investigations into this accident. For informing S.G.I.'s own adjuster of the relevant Highway Traffic offences, rules and regulations. I believe that this adjuster had never heard of over dimension travel. Over dimension permits or related lighting requirements for nighttime travel. When the accident happened the only regulation that I knew of was the requirement of lights for trailers at night.

10. The auto adjuster felt that my request for compensation was reasonable. He paid me for film, development of the film, a mileage expense for my car, postage, long distance phone calls, over 500 pages of photocopying and an hourly wage (\$6-8 hr) for my time. The Total amount was around \$200.

11. In 1993 I received a subpoena from the R.C.M.P. to testify at the trial of Mr. Dietz in Outlook Court. He and the R.C.M.P. agreed to a plea arrangement. As the R.C.M.P. stated his swather-vehicle was admitted into evidence at 12 feet 6 inches. I did not recall this width at the Examination for Discovery but was really surprised at it's width. When I got home I looked at my map of the accident site (aforementioned) and saw that it was one half the width of the highway. Mr. Dietz pled guilty to the offence mentioned in statement #9 above and was fined \$100.00 When he made his admission of the offence to the Judge. He stated "or however the act or regulation is worded" This led me to believe that he was as unfamiliar with the regulations as the S.G.I. auto adjuster.

12. I thought that this was the end of the issue of liability relating to this accident. Until my Council Mr. Turple started his examination of Mr. Dietz April 3 1995 two and a half years after the accident. Mr Dietz started making statements that it was light out. False Statements.

ISSUES THAT LED TO THIS CLAIM

1. On June 20 2000 I went to S.G.I. Claims centre in Saskatoon Jennifer Bailey's offices. I had been having problems getting repaid for medical expenses and I thought that the process of giving receipts to my Council and his mailing them to S.G.I. was causing monies to go unpaid. My Council's secretary had informed me that only "original" receipts would be accepted, no copies, no duplicates and no exceptions to this rule. I felt that this was unfair because at this time I thought that I was out over \$100 of my own money (Actual amount \$87.92) due to no fault of my own.

2. I asked to speak to Jennifer Bailey personally. The quite polite receptionist went to find her. About four or five minutes later she returned. She said Ms. Bailey was out and took a phone call that had come in. I knew that I had written my name on the receipt and had given my name to the receptionist. Because of the abovementioned problems I had wrapped a receipt around two empty drug containers to show that I was actually buying the drugs. I threw the empty bottles at a 45-degree angle to the receptionist (who was on the phone). It bounced once off the desk (8 foot wide approx counter) and would have ended up 12-15 feet away from her. Then left.

3. I didn't think anything of it until a week later. In fact I had completely forgotten about it. Mr. Tim Turple sent me a copy of the Fax From Jennifer Bailey Dated 20/06/00 Exhibit "A" When I read it I was upset. I never threw the prescription vials at the receptionist. In no way could my throw be taken as such. I actually found the receptionists there to be the most polite of any found anywhere. The "we will report the matter to police" and "threw at". Left no doubt as to what was being said.

4. The Plaintiff contacted Saskatoon City Police, a Sergeant told him to contact Ms. Bailey's boss as they could only investigate a complaint from the person who had directly been assaulted. The plaintiff phoned Mr. Larry Fogg and spoke to his secretary. The plaintiff also phoned Mr. John Nilson the Minister in charge of S.G.I. He talked to his secretary. The next day the Plaintiff sent the letter dated 2000-06-27 to Mr. Larry Fog (He had a incorrect spelling of his name) and Mr. John Nilson. Exhibit "B" He also went down to the Saskatoon City police station to find out why they could not investigate right away.

5. At this time the Plaintiff knew that Jennifer Bailey and SGI had still not investigated the Nov. 16 1992 Accident. Had allowed Mr. Dietz to Lie to police, Lie in the Examination for Discovery, and get away with his driving of Nov. 16 without any legal consequences.

6. The Plaintiff prepared and issued this Statement of Claim June 28, 2000. Mr Larry Fogg replied to his letter July 7, 2000. TAKE NOTICE: This is a compete and original copy of his letter to me EXCEPTING the PLAINTIFF has underlined four sentences. Exhibit "C"

7. Mr Fogg states in paragraph #3 "Customer service training programs for staff are mandatory and emphasize the importance of the customer and the need to treat each customer with courtesy and respect" This is not what the evidence will show. The original auto adjuster conducted no investigations of fact into this accident. He had no idea of what regulations may apply or may have been violated. He took no notice of my original accident statement nor gave it any consideration. His compensation of my investigation is the only mitigation of this entire claim in seven and one half years aside from Mr. Fogg's inquires in this letter. Evidence will also show that Jennifer Bailey has likely never studied accident investigation or insurance management. That she also failed to take any of my statements, evidence or ascertaions into consideration. Or deal with my claim fairly in any way to see that it's pecuniary value would be maintained, preserved or that evidence would be preserved.

The lack of training of the original adjuster and of Jennifer Bailey has directly led to the finding of the Plaintiff "100% liable" by the original adjuster. By Ms. Bailey at the Examination of

Discovery, after her investigations subsequent to the Examination of Discovery and in her Pre-Trial Brief as late as February 1998. They have still not investigated any issues to find the real causes or facts of this accident today.

8. An insurance company has three main duties when dealing with a valid claim.

INVESTIGATE- ABSOLUTELY NO INVESTIGATION INTO THIS MATTER HAS TAKEN PLACE IN SEVEN AND ONE HALF YEARS (Q.B. 507 of 1993) The effect of this negligence is solely borne by the plaintiff. It is not the intent of this claim to argue the liability issue of Q.B. 507 of 1993 but the negligent lack of investigation in part has given arise to this claim.

NEGOTIATE- Fairly, in good Faith, protecting the Plaintiff's claim, his insurance contractual rights. (four times they have had the opportunity to review evidence and consider the Plaintiff's statements, every time they have denied his ascertations and held him "100% liable")

And COMPENSATE

9. In Mr. Fogg's last paragraph (July 7 letter) the actual receipts and copies provided were misrepresented to him. He States that policy is "be supported by a receipt indicating both the drug purchased and the amount paid. If you see to it that originals or copies of the prescriptions are mailed or faxed to Ms. Bailey, payment will be made to you without delay."

Exhibit "D" 11 pages.

A-The first letter from Catherine Danilkewich Secretary to Mr. Tim Turple addressed to the Plaintiff states: "SGI will not reimburse you without the "original" receipt" It also states "You owe \$81.78-still owed since March 26/99. Again SGI has corresponded with us on that matter. Unless you provide the "original" receipt, they will not reimburse you for that expense" TAKE NOTICE: This is a mistake, the actual amount is \$81.81 the receipt of which is on page four, centre, top Dated Jan 28/99

Page 5. Letter from Renee Bohmann to Mr. Tim Turple "SGI has deducted the amount of \$81.81 from the total invoice as we require the original Sask. Drug Update that corresponds to the one enclosed. This original receipt should specify information such as the Name and address of the patient, the DIN# the name of the medication, the Rx# and so on."

Page 7. "MEDICAL EXPENSES" As the receipt shows on line five. All the above requirements were met by this duplicate receipt. All of Mr. Fogg's requirements are met.

Page 11 the last page a letter from Renee Bohmann to Michael Mantyka Council assisting Mr. Tim Turple on the Plaintiff's claims."SGI requires the "original" receipts"

. Despite repeated requests no reimbursement was made. Either there is no policy or there is no oversight of policy. Or Mr. Fogg has no idea of what the policy is. In any case the facts were misrepresented to him by someone at the Saskatoon Office.

10. Exhibit "E" A cover letter dated August 9, 2000 and two pages of an ambulance report from the Outlook Union Hospital. Form 9-52707 Dated Monday Nov. 16 1992 Billed to S.G.I.

-Second sentence of the Comments section "Head on collision ... swather being towed that was over the centre line." Time Responded 0758

-This Bill was made out to the defendants. They have denied its existence. The Attendant Carol Larson still lives in Outlook. Still works part time as an attendant. The plaintiff has

talked to her on at least three occasions. She has described the ambulance dispatch procedure to the Plaintiff as:

- Call comes into Hospital.(with a record kept of the call in a logbook)
- Call is immediately forwarded to the driver's home without delay.
- He gets ready. Calls attendant at her home. Starts car. Drives to pick up attendant (sometimes they drive separately directly to the hospital)
- Drive to Hospital together.
- Get into ambulance. Leave at 0758 (this instance)

Elapsed time 10-15 minutes

The hospital administrator has described to the plaintiff the same dispatch procedure with the same dispatch time of 10-15 minutes of the call. As at May 2000, the original record of the call to the hospital has been lost.

This illustrates the negligence of the defendants in record keeping. It is difficult to believe that an ambulance report would not accompany an injury file for the life of the file. It lists the injuries as the first medical professionals to observe an injured person see them.

11. Exhibit "F" A letter addressed to the Plaintiff from Mr Greg Gilks states " Highway 45 is not a "designated highway... towing or driving farm equipment except that the movement must occur between sunrise and sunset.

The key element of reducing risk while transporting farm equipment is the restriction to daylight hours. Since the exact times for sunrise and sunset vary through the year from one place to another in the province, we have tables based upon data available from Environment Canada. I have attached a copy of the tables that apply for the area in question." Permit Guidelines Sunrise and Sunset times for Saskatoon. Nov. 16 is 0830 plus one and one half minutes as the accident site is 25 km west of Saskatoon as the table shows.

12. Exhibit "G" TAKE NOTICE; this exhibit lists regulations that may have changed since 1992 and are not intended to mislead the Court or the Defendants as to evidence to be examined at the trial of this matter. Note; ALL regulations referred to here are for "designated highways" not for highway 45 No over dimension travel is allowed without permit. Page 1 of 6 "Special precautions are required when vehicles are allowed to travel while exceeding legal weights and dimensions."

Page 2 of 6 "No Travel permitted for loads or vehicles exceeding 3.35m (11ft.) wide."(unless specified on permit previous page)

"Permits are issued by SGI Permit Office" The Defendants

Page 3 of 6 "Standard Over-Dimension Permit Requirements... Width 2.60m(8'6") to 5.0m(16'4") Escort vehicle required; if the load protrudes over centreline"

Page 5 of 6 "Exceeding 3.7m (12') No night travel" Therefore no night travel is permitted on any highway in the entire province over 12 feet wide at night.

This includes the divided #1, the divided #11 and the divided Yellowhead. Let alone a narrow undivided secondary highway without any lights what so ever.

13. Exhibit "H" A letter dated August 17, 2000. To the Plaintiff from Mr. Bob Billington. "No person shall drive a vehicle during the period from one-half hour after sunset to one-half hour before sunrise or at any other time when conditions of poor visibility exist, unless lights as prescribed in the regulations are in operation."

14. Exhibit "I" 11 pages total From the Herzberg Institute of Astrophysics website as directed to the Plaintiff by Environment Canada Ottawa. The address is listed at the bottom of each page. As per exhibit "F" Environment Canada sets the times for Sunrise and Sunset based upon these astrophysical determinations. Page 3 (Page 1 of 2) "TWILIGHT START and TWILIGHT END times are tabulated for both Civil Twilight (when the centre of the sun's disc is 6 degrees below the horizon)"

Page 10 (page 6 of 7). Nov. 16 1992 for Saskatoon at 106.630 degrees of longitude. Sunrise at 0830 (same as exhibit "F") Start of Civil Twilight at 0752 with one and one half minutes of correction as per exhibit "F" is 0753 and 30 seconds. Note; This is minutes of time not minutes of longitude.

Allowing for a dispatch procedure of 12 minutes the accident occurred, seven and one half minutes before the start of Civil Twilight. This makes no allowance for the other driver to stop his truck. For the passenger to go back to examine my injuries. Return to truck. Find hospital phone number. Make call.

The only illumination prior to the start of Civil Twilight is moonlight and starlight.

15. Exhibit "J" TAKE NOTICE; this Guide may contain regulations different from those in effect in 1992 and are not intended to mislead the Court or the Defendants as to evidence to be examined at the trial of this matter. "A Guide to Saskatchewan Weight and Dimension Regulations" The 1992 version of this guide was picked up by the Plaintiff at the Defendants offices in early 1993 and sent to the original auto adjuster. It clearly states on the last page Legal Dimensions "(8'6")" and "The Permit Office

Saskatchewan Government Insurance
3rd Floor
2260-11th Avenue
Regina"

The same address of the Defendant to which this Claim was served upon the corporation.

At the bottom of the page it lists;

"SGI:

Vehicle Standards & Inspections", The Defendants

16. Exhibit "K" SGIIII Trailer Safety This same guide was picked up at the Defendants offices in 1993 and sent to the original auto insurance adjuster.

Page 9. Lists the lighting required for wide trailers over 2.06m (81 inches) or 6.75'

"it must have four clearance lights at the widest part of the trailer; two amber lights facing front and two red lights facing rear. Trailers must also have three identification lights facing rear: one at the centre of the trailer with the other two as close to the centre as practical.

Lighting for long trailers

Side marker lights, amber at the front corners and red at the rear corners, are required on trailers more than four meters (13 feet) in length and manufactured after 1971.

Reflectors

Trailer taillights, rear clearance lights and side marker lights must have reflective lenses, or the trailer must be equipped with additional reflectors in these locations.

Last page. "... Complete set of the regulations, contact SGI's Vehicle Standards and Inspection unit at 775-6188." The Defendants

17. Exhibit "L" SGI Drivers Handbook A Guide to Safe Driving

Page 38" Dangerous Driving

Failing to exercise reasonable care in the operation of a motor vehicle is an offence. The maximum penalty is a fine of \$2,000 and five years in jail."

Page 39" The accident must be reported immediately to the police."

"Licence Disqualifications

If you are convicted of any offences discussed in this section, your licence will be automatically cancelled and you will be disqualified from driving. The period of disqualification will be based on the number of these convictions you have within the last five years.

One conviction..... 1year"

Page 84. "Steer Where You Look

It is important to understand that your eyes determine the path your vehicle follows; you steer where you look.

To illustrate this, pick a straight stretch of paved highway with light traffic. Drive along and look at the centreline about 12 seconds ahead. Keep looking at the centreline 12 seconds ahead.

Observe how the car moves over to the centreline. Now, look at the edge well ahead. If you are sitting properly, and if you are holding the steering wheel properly, you will steer where you look."

Page 85

"To steer straight ahead, look about 12 seconds ahead of where you are sitting. To steer around a curve, look at the inside of the curve.....

Remember, if you look at the side of the road, you will steer to the side of the road. Look where you want to go, particularly in an emergency or a skid, and steer there."

Page.160

"Check For Witnesses

Record the names of any witnesses to assist the police with their investigation. Keep a copy of the names for your insurance company or lawyer in case any legal action follows...

All accidents which involve death, injuries or property damage in excess of \$1,000 must be reported to police immediately.... Do not discuss fault or any other liability before discussing the details of the accident with your insurance adjuster."

The relevance and nature of the above evidence relates to the next three exhibits.

18. Exhibit "M" Pre -Trial Brief of Q.B. 507 of 1993, 11 Pages, One page Saskatchewan

Highways and Transportation Motor Vehicle Accident Report Form, One Letter from

Saskatchewan Highways and Transportation to the Defendant Ms. Bailey, One page with a

picture of a highway with skid marks starting in the middle of the lane veering sharply to the right of the picture across the centreline, presumed by the Plaintiff to be of the accident site. Two pages of a letter addressed to the Defendants.

Page 1. "Liability is in dispute with respect to the November 1992 accident"

Page 2. "The width of the swather while being towed varied between 11 feet 6 inches and 12 feet 6 inches." A swather's width cannot vary while being towed. The width admitted to at Mr. Dietz's trial in Outlook was 12'6". Therefore it is 12'6".

..."As the correspondence indicates the highway is a secondary highway, without shoulders, with a asphalt surface totalling 7.4 meters, or 24 feet 3.4 inches. In addition, there is a sub grade area adjacent to the asphalt on both sides of the highway which consists of hard packed gravel and the entire width of the roadway, including the sub grade width, is 8.8 meters or 28 feet 10.4 inches."

- A. The Highway is without shoulders. Therefore if you are not driving on the highway, the paved section, you are driving in the ditch. It is unlawful to drive in the ditch.
- B. One half the paved section of 24 feet 3.4 inches is 12 feet 1.7 inches. Mr Dietz's swather is 12 feet 6 inches wide. Wider than his half of the highway. According to the regulations Mr. Dietz needs a pilot vehicle during the day as he is over the centreline before his vehicle is even in motion. Exhibit "G" Page 3 Mr. Dietz was towing this swather at night, without lights on it, without a pilot vehicle and he was wider than his half of the road.
- C. Ms. Bailey refers to the width of the sub grade here as 28 feet 10.4 inches. This is evidence of her absolute and total lack of knowledge regarding roads. Accident investigation, driving safety, honest representation of the facts and duties to someone who does not know are part of an insurance adjusters job. This statement would represent to someone that there is four and one half feet of shoulder to drive on. There is no shoulder. The sub grade is the aggregate fill. The gravel, the dirt and the material that elevates the road surface to provide water runoff. To provide the elevated surface to keep snow clear, allowing it to naturally blow off. To reduce the grade, the incline of a road between hills or variations in the surrounding terrain.
 - The sub grade supports the asphalt road. It tapers into the surrounding terrain forming the ditch.
 - It is unlawful to drive in the ditch.

Page 3. ..."the statement of Kent Ruuth... which is not sworn, and is dated May 7 1993 indicates that at the time of the impact the right wheels of the defendant truck were to the right and in the gravel area adjacent to the asphalt. The statement is also useful in that it indicates that the passenger was able to discern the colour of the clothing worn by the occupants of an oncoming vehicle, which presumably has a bearing on the lighting at the time of the accident." Mr. Ruuth is untruthful. The Defendant's vehicle in Q.B.507 of 1993 is 12 feet 6 inches wide. The Picture attached to this Exhibit shows skid marks starting in the middle of the southbound lane and swerving sharply to the east, the right of the picture.

- A. The investigating R.C.M.P. officer made the determination that "V-2 inattentive" not V-2 crossed the centreline. As this statement would allege. Furthermore the finding of V-2 inattentive is consistent of the fact that Mr. Dietz waited 25 minutes to 30 minutes to contact

police. Therefore falsely leading the investigating officer to believe that the accident occurred during daylight. The Time on this report is 0810. The Ambulance had been on the road for 12 minutes and had been called 22 to 27 minutes prior (allowing for Mr Dietz to stop his truck, the passenger to go back to the plaintiff's vehicle, investigate his injuries, return to the truck, look up the phone number of the hospital and call the Outlook Union Hospital.)

B."It is further submitted that the plaintiff cannot provide any clear evidence as to his positioning on the highway at the time in question because he was directing his attention to the right hand shoulder of the highway and not to his position in relation to the centre line." Note Plaintiff's Exhibit "L" and the quotation starting on page 9. of this brief (Page 84 of Exhibit "L") "Steer Where You Look" Evidently the Defendant has not read or understood the recommendations of the Corporations own" Driver's Handbook"

Not understood the statements of the Plaintiff that it was night, on a narrow secondary highway and that the glare of the oncoming truck would preclude him from directing his attention "to the centre line". Since the defendant has already submitted evidence that there was no shoulders (Defendants Pre-trial brief Letter from Saskatchewan Highways and Transportation Letter May 1, 1995. Plaintiff's Exhibit "M"}"not designed with shoulders."

Again and again the Defendants in this matter have shown that the give no consideration to the Plaintiff's statements of fact of assertions relating to time (Night). Their often-repeated statement regarding negotiation is Page 7. "In the circumstances, the defendant takes the position that the plaintiff is 100% liable for the accident."

19. Exhibit "N" Examination For Discovery April 3 1995 for Q.B. 507 of 1993; Donald Joseph Dietz By Mr. Tim Turple, Council for the Plaintiff in that Matter.

Page 2. 6-Q. "Okay. What time did you start out that morning?"

A. 7:30"

A full hour before it was legal to do so. Even if Mr. Dietz had a pilot vehicle as required by the regulations, Exhibit "G" Page 3 of 6.

Page 9. 49-Q But there were no lights on the swather?

A No, there wasn't"

In clear violation of all regulations and any reasonable standard of care.

52-Q "Well, what did you see Mr. Greenwood doing before the collision took place?"

A What did I see him doing?"

53-Q Yeah

A I seen him in a position like this coming down the road.

54-Q A position like what?"

A Like this.

55-Q For the record you're suggesting that he's leaning to the –

A To the right."

Page 10.

57-Q "And you can see that he's leaning to his right?"

A It's –it's not dark out

59- A Safety procedure. He could--You could vividly see—like, it was – the daylight was enough to see quite plainly because, you know we could make out hunting on our way over the last 20 minutes, recognizing vehicles of people we knew that were hunting.

62-Q You're saying he's driving down the road looking off to the right?

A I would say his head was leaning to the right."

These statements are in direct contradiction to the evidence in Exhibit "E" the Ambulance report (dispatch time) and Exhibit "I" The Herzberg Institute of Astrophysics Start of Civil twilight for the day of the accident. They are also completely improbable given that Mr. Dietz was pulling a 12' 6" swather down a 12' 1. 7" road (his half of highway #45).

The Defendant Jennifer Bailey had three undertakings arising from the Examination For Discovery Page i.

Page 6. . **UNDERTAKING #1: TO PROVIDE PARTICULARS OF MR. DIETZ'S CONVICTION ARISING FROM THE NOVEMBER 16, 1992 ACCIDENT.**

Evidence In the trial of this matter will show that the defendant Jennifer Bailey wrote to the Commanding officer of the Outlook R.C.M.P. in 1995. She was informed then, that the accident file had been lost, destroyed or misplaced. Evidence will also show that no action was undertaken by the defendant to immediately investigate this accident. To immediately interview the original investigating officer. To get statements from him while his recollections would have been somewhat familiar. Evidence will show that the DEFENDANT DID ABSOLUTELY NOTHING. Undertook no investigations to review or replace evidence useful in the determination of the Plaintiffs liability.

UNDERTAKING #2: TO ADVISE AS TO THE EXACT TIME OF THE NOVEMBER 16, 1992 ACCIDENT In the context of the testimony and statements in Exhibit "N" and Exhibit "O" EXAMINATION FOR DISCOVERY PHILLIP WESLEY GREENWOOD by MS. BAILEY (The Plaintiff's first name was misspell it is spelt PHILIP) This was a very serious undertaking. Confirming the Plaintiff's representations of the Outlook Union Hospital dispatch time, together with the time of 0758 on the Ambulance Report would have established a time about 0745.

Jennifer Bailey a Defendant in this action is a member of the Saskatchewan Bar. She is a lawyer with years of experience. She is representing the Defendant Saskatchewan Government Insurance in one of the most serious areas of law. Accident injury INVESTIGATION AND COMPENSATION. She knew what the intent of this undertaking was and meant. It would establish that her client Mr. Donald Dietz lied. That he was criminally negligent in his operation of his vehicle that night. That it would reveal that he failed to notify police immediately after the accident occurred, as the regulations require. As the Defendants own "Driver's Handbook" Exhibit "L" states. That he gave false statements to police as to the time and circumstances of the accident to conceal his wrongdoing, a separate criminal act. That he gave false statements to the defendants themselves (original automobile insurance investigator). That he committed perjury in the Examination For Discovery April 3 1995. That he would be allowed to endanger other motorists on the highways of Saskatchewan. Contrary to the Defendants position of insuring and licensing only responsible drivers. That he may escape justice altogether for his many criminal actions. In fact because he was never convicted of his real offences he likely only paid \$100, his fine with no accident licence surcharges at all.

The Defendants answer to this undertaking was. Exhibit "M" "The time of the accident is difficult to pinpoint. It was initially thought that the timing could be pinpointed by obtaining the record of a cellular phone call placed by the defendant immediately following the accident."

Did they check the Davidson phone book for Autotran's cell phone number (567-7630)? Check other employees and owners of Autotrans cell phones? Check with Outlook Union Hospital Administration? Contact the ambulance driver and attendant? Look for the ambulance report in the Defendants own possession? Evidence will show that no such genuine efforts were made. Despite the Defendants contention that this undertaking "is difficult".

Evidence will show that Ms. Bailey negligently failed to perform this undertaking with the skill and perseverance that would be expected of a lawyer of her experience. That she failed to pursue this undertaking during a time while she was aware that the R.C.M.P. accident investigation files had been lost.

20.Exhibit "P" PERSONAL INJURY PROTECTION PLAN REVIEW April 2000.

TAKE NOTICE; The law was amended in 1995 regarding automobile insurance in Saskatchewan. This exhibit is intended to be used as reference to general issues of fairness as it relates to automobile insurance standards in Saskatchewan. It is not intended to mislead this Court or the Defendants.

Page5. The amendment was intended to "meet three major goals." The second goal of which is; "*Enhance fairness-prior to 1995, people with similar injuries received quite different compensation depending on who was responsible for the accident...if the insurance program does not protect an individual' financial position in the event he or she is injured in an auto crash, the individual could become reliant on social assistance..."

While Saskatchewan's vehicle insurance system is built around the basic principal of adequate benefits for all residents injured in auto crashes, it also recognizes that those who cause auto collisions must bear responsibility for their actions. Those at fault for collisions pay penalties through the driver's licensing system. In addition to surcharges against their driver's license, if their driving record shows a history of risky driving behaviour, they may be required to take additional driver training, or may have their driver's license suspended."

Page 14. "If the behaviour that led to the collision is criminal, the criminal justice system address it through appropriate fines or penalties, including incarceration in extreme cases."

Evidence will show that this is not true when the negligent record keeping as shown by the defendants in this matter is evident, re. the lost ambulance report. Exhibit "N" Examination For Discovery of Donald Dietz Page 5. 29 Q" Outlook. I wonder whether we could have your counsel's agreement to provide a copy of your driving record?

Ms. Bailey No, I don't see that that's relevant."

In 1992, SGI was responsible for vehicle insurance, registration, licensing and vehicle Equipment Regulations (specifying requirements for lights, brakes etc. on vehicles) and passenger vehicle safety. Evidence will show that they were not responsible. Evidence will show that they were negligent.

Another negligent discovery of the Plaintiff's preliminary investigations is the statement on the Defendants PRE-Trial Brief for Q.B.507 of 1993 Dated Jan. 27 1998. At this time the Defendants knew that the R.C.M.P. files had been lost. Jennifer Bailey asked the Plaintiff in her EXAMINATION FOR DISCOVERY April 3 1995 Plaintiffs Exhibit "O"

69 Q" What were road conditions like?

A Very good. They were dry, no snow to speak of on the shoulders of the road, and visibility unlimited." No mention of moisture on the highway or tracks in the moisture on the highway.

Now the Plaintiff refers to Page 2. of this Brief, statement #4. The R.C.M.P. Officer that attended the Plaintiff's home asked for a statement and asked one question. Was there any moisture on the highway that morning? There are two reasons why this remains clear in the Plaintiff's memory. First, as a hunter being aware of the weather conditions is important. It dictates the methods of hunting and the strategy of the hunt. Wind, moisture, temperature, snow etc. all are important. It was also unusual given the clear, cool weather of that day. Secondly, it was the only question that the Officer asked.

The Defendant's PRE-TRIAL BRIEF page 3. Third paragraph states "Following the accident the Defendant, Dietz got out of his vehicle and was able to examine tracks in the moisture on the roadway which confirmed that the Plaintiff had in fact crossed the centre line" As the questions show (Q. 73-78 Donald Dietz examination) plaintiff's Exhibit "N"

No reference to moisture was made by Mr. Dietz. It seems clear though that Mr. Dietz made a statement to SGI and to the R.C.M.P. that somehow moisture formed where there was none. The investigating officer certainly observed no moisture. This is known to the Plaintiff because the investigating officer specifically asked the Plaintiff that one question. The R.C.M.P. would not ask the Plaintiff to confirm an observation that they made directly themselves. If they had made the observation that tracks, in moisture, of the Plaintiff's vehicle had crossed the centre line. The finding of the Investigating Officer would have been V-2 crossed the centreline, not V-2 inattentive.

On page 7. Paragraph two of the PRE-TRIAL BRIEF it states

"The defendant and the attending police officer had the opportunity to examine the tracks made by the plaintiff's vehicle in the moisture present on the roadway."

THIS STATEMENT IS FALSE. Furthermore it is the plaintiff's reasonable belief that even Mr. Dietz is not so foolish to make a statement like this to SGI's original adjuster. Because it would be easy to prove false. By asking the R.C.M.P. officer at trial, or at other examinations of the evidence. In 1998 however, Ms. Bailey knew that the records of the R.C.M.P. had been lost. The Plaintiff therefore can only conclude the author of the PRE-TRIAL brief. Was the person who attempted to introduce this false evidence into the judicial pre-trial conference. This is unlawful.

A false representation introduced, or intended to be introduced into a legal proceeding. Specifically to deceive the Plaintiff. Especially so, given Mr. Dietz's statement, and Ms. Bailey's Page 3. "Which confirmed that the plaintiff had in fact crossed the centre line". To negligently compromise the Plaintiff's rights to the contract of insurance. This Pre- Trial conference intended for 1998 was never held. Had it been held, it is clear that the benefits of insurance compensation would have been seriously compromised or denied altogether. Possibly due to an illegal deception arising from the actions of the Defendants and Mr. Dietz. Mr. Dietz's statements and Ms. Bailey's statements and actions need examination in a court. This could be a violation of section 137 of the criminal code.

137. Every one who, with intent to mislead, fabricates anything with intent that it shall be used as evidence in a judicial proceeding, existing or proposed, by any means other than perjury or

incitement to perjury is guilty of an indictable offence and liable to imprisonment for a term not exceeding fourteen years. R.S., c. C-34, s. 125

ISSUES

The Defendants in this action have applied to have this action struck out. The Defendants have supplied the Plaintiff and the Court with a BRIEF OF LAW AND ARGUMENT outlining their views for their motion to strike.

Page 2 Item 2 "The purpose of rule 173 is to save the court and the parties involved the cost, time and inconvenience of dealing with seriously defective or unmeritorious pleadings, claims or defences."

The Plaintiff believes that the evidence is sufficient to prove this claim at trial. The Plaintiff has submitted evidence such that four separate and independent actionable offences have occurred. Obviously, letters to the Plaintiff outlining possible violations of traffic offences etc. carry no weight before a court. This very preliminary evidence is merely to illustrate to the court. For the purposes of this motion to strike. The direction of the Plaintiff's arguments of fact. Expert testimony shall carry the claim, together with the evidence of negligent wrongdoing by the Defendants.

LIBEL

1. The facsimile letter of June 20, 2000. Was not written within the context of any legal proceeding. It was written in relation to a drug expense reimbursement request far removed from any legal proceedings, years removed. For a qualifying privilege to exist it must be plain and obvious that the remarks are privileged. Directly relating to a legal document, legal proceeding or judicial matter.

2. The claim of privilege is not sustainable in circumstances where a letter serves no purpose in the litigation to which it's related. Where a libellous letter was written unrelated to the legal matters at hand. Letter far removed from actual court proceedings to which privilege could apply. Reasonable cause of action existed and motion to strike dismissed. *Fabian & Kaye v. Iseman* (September 18, 1997), Doc. 97-CU-129802 (Ont. Gen. Div.)

3. The letter addressed to the plaintiff's council was seen by the defendant's secretary, the plaintiff's secretary, fax personnel and other Merchant Law secretarial staff. Furthermore it contains an allegation of Criminal wrongdoing. Criminal assault. It was immediately clear to both the plaintiff and to the plaintiff's council Mr. Tim Turple exactly what was alleged, "threw at" and "call police" leave no doubt in anyone's minds.

4. The imputation of a crime communicated to another party including the plaintiff directly is sufficient to be defamatory and therefore actionable. *Ward v. McBride* (1911), 24 O.L.R. 555 C.A. and *MacDonald v. Mail Printing Co.* (1901). 2 O.L.R. 278 (Div. Ct.) reversing (1900), 32 O.R. 163 H.C. and *Young v. Sloan* (1852), 2 U.C.C.P. 284 C.A.

5. Furthermore when Mr. Larry Fogg contacted the defendants at the Saskatoon Claim's centre. His letter of July 7, 2000, plaintiff's Exhibit "C", clearly shows how the defendants explained it to him "could result in injury to a staff member". The Defendants explained the facsimile letter to the Plaintiff himself in the letter from Mr. Fogg (Plaintiff Exhibit "C") that they were concerned about "injury to a staff member", clearly assault.

FAILURE TO HONOUR A SPECIFIC TERM OF THE CONTRACT

1. The Plaintiff had submitted reimbursement requests twice for drug expenses. The Defendants had refused these requests twice. Even though the second reimbursement request complied with all reasonable standards. Complied fully with the procedure outlined within Mr. Fogg's letter (Exhibit "C"). The actual drug expenses identical to drugs reimbursed by the defendants before.

2. The Defendants have stated in their Personal Injury Protection Plan Review (Exhibit "P") page 11. "Clearly, persons who are injured require immediate access to funds to cover expenses... Expenses are paid as soon as reported." And page 13 "if the insurance program does not protect an individual's financial position in the event he or she is injured in an auto crash, the individual could become reliant on social assistance."

NEGLIGENT ACTIONS OF THE CORPORATION

1. The pleadings of the Plaintiff's claim from paragraph 8. through 12. fall into two areas. Negligence of the corporation and the negligence of its employee Jennifer Bailey. The negligence of the corporation is mainly due to failures to take actions to protect the value of the contract of insurance, the plaintiff's claim.

2. Failure to INITIATE policy. Such policy would state concepts of;

- A. All injury claims shall be accompanied by all relevant documents of all parties involved at all times.
- B. All claims involving injury shall be accompanied by ambulance reports if applicable.
- C. All statements involving differences of fact or differences of opinion involving liability shall be investigated immediately. Timeliness is important in accident investigation.
- D. Equal weight will be given to all parties and their statements will be fairly investigated.
- E. All dealings with claimants will involve the **highest standards of fairness**, to all parties.
- F. All employees dealing with issues of liability or accident investigation shall know all relevant laws within the province that might apply.
- G. Courses dealing with training the above standards will be reviewed at regular intervals.
POLICY REVIEW
- H. All personnel dealing with the above issues are required to attend such courses without exception. The corporation will audit courses to see that standards are met and maintained. POLICY OVERSIGHT

The plaintiff suggests these standards of insurance practice within Canada. It appears though that the Defendant corporation has no standards. Where an adjuster asks questions about the

width of the gravel in a ditch suggesting its use for regular travel presumably. States in a PRE-TRIAL Brief that the Plaintiff can drive on the sub grade, or that the Defendant Mr. Dietz was driving in the ditch to avoid the Plaintiff. It just does not correspond to any standards of reasonable accident investigation representation.

NEGLIGENT ACTIONS OF JENNIFER BAILEY

1. As aforementioned Jennifer Bailey is an experienced lawyer. She was not fooled by Mr. Dietz for a second. She has been employed in her capacity of accident investigator for years. Accident litigation for a long time. All the omissions, negligent inactions and negligent actions cannot reasonably be inadvertent. Ms. Bailey is just too experienced
Sub grade as a driving surface? Well, this representation will require more examination, as it may be due to lack of training or negligent standards of fairness.

2. Ms. Bailey failed utterly to comply with the demands of undertaking #2 in any reasonable way. When the Plaintiff talked to a representative from Sask. Tel security regarding subpoena procedures. I was told that one search could involve multiple names and multiple numbers for one fee. Furthermore in 1995 the search would take "almost no time whatsoever". When the representative gave me the cell phone number mentioned on page 12 of this Brief. The plaintiff asked her. "So I just name this number in the search?" She replied "No. List every combination of names and numbers, we would search them all for the call mentioned, or it's time or both" Ms. Bailey knows this of course.

3. No standards of fairness in any of Ms. Bailey's dealings with the Plaintiff were evident in any representations, or any dealings that she had with him. I refer to the representations made in the PRE-TRIAL BRIEF. Representations the Defendant in Q.B. 507 Mr. Dietz was driving in the ditch. That the road was four feet wider than it really was are not made in the true context of fair dealings. Certainly Ms. Bailey seems polite. The Plaintiff prefers fair.

4. The representations within the PRE-TRIAL brief of crossing the centreline need examination. Their true source needs examination in court.

Section 86 AUTOMOBILE ACCIDENT INSURANCE

No action whatever, and no proceeding by way of injunction, mandamus, prohibition or other extraordinary remedy shall lie or be instituted against any person in respect of any bona fide act or omission in connection with the administration or carrying out the provisions of this Act or the regulations.

1. The provisions and regulations as stated. Policy formation of standards as it applies to the contract of insurance are separate from the regulations. A bona fide administration omission must be considered within the context of the regulations and of all law. If administration omission were so broad as to include all negligent acts. The operations of Saskatchewan

Government Insurance would be beyond the law. No claims could be pursued for any wrongdoing in any situation. Ms. Bailey would be likewise protected.

2. The intent of this provision within the act. Is the protection of the government and it's employees who administer the act.

3. In the situation that gave arise to this claim. The members of the board of directors have duties flowing from the contract of insurance. They presumable receive compensation for their work. If the work is negligent. It should not be protected by a provision designed to protect the government. As directors of the corporation they have duties to the Plaintiff. Therefore the Plaintiff submits that the board of directors are actionable personally.

4. The plaintiff would concede that they would not be liable if the nature of their work was merely the regulation of costs and pricing of insurance. Merely representing the government, the shareholder of the corporation. With no discussion of the day-to-day operations of the corporation.

5. If the real policy decisions of insurance, claims management, personnel and their training. Were the sole domain of the president and other executive personnel. The plaintiff would hold them solely responsible for negligence of the corporate body.

SUMMARY

The defendant's council has made reference in his BRIEF OF LAW AND ARGUMENT to many cases where claims have been struck. Kish v. Chapple, Kieling v. Saskatchewan and Symons v. Toronto Dominion Bank. The plaintiff respectfully submits the same cases. The plaintiff cannot disagree with the reasoning of the courts. The merits of this claim have been outlined within this brief. Evidence submitted for the benefit of the court in its decision-making. Also for the benefit of the Defendants.

The court would naturally be sceptical about a claim of this nature. One alleging the subordination of perjury and insurance fraud by a member of the bar in good standing. One known to the court for her lucid and intelligent arguments of case law and fact.

The court would also know that the proof of such a claim would be very difficult. As a member of the Saskatoon R.C.M.P. Commercial Crime unit told the Plaintiff." Proving fraud is very hard in court. You have to prove fact and you have to prove intent. Both beyond a reasonable doubt."

This claim was therefore stated in terms of "good faith negotiation" not the higher standard and allegations as above. However evidence and expert testimony as to reasonable standards of investigation into undertakings, accidents, law, contract law and insurance industry fairness. Shall be carried far beyond the requirements of the Plaintiff's Statement of Claim. Likely proving the allegations aforementioned.

The Plaintiff has no illusions as to the requirements of time, research and money. To pursue such an action before a court. Especially so given the knowledge of law and resources of the Defendants. Discussions with members of the Sask. Trial Lawyers Assoc. Has led the Plaintiff to believe that the 6-8 expert witnesses and 4-7 other witnesses. Can introduce the substance of this action within 7- 10 days of trial. Six to eight days to establish this claim. But the Plaintiff shall try to establish the higher standard of negligent misconduct. Part 11. of Plaintiff's claim " The Defendants knew". The negligent misconduct as alleged above. To better carry the arguments for pecuniary damages under Claim 13. (H.) "Other aggregative, punitive and exemplary pecuniary damages as the court finds. Arising from the facts and evidence presented in this action."

By doing all investigations by himself. Interviewing all expert witnesses by himself. The plaintiff can conduct the trial of this matter within 18 months. For \$12,000 to \$15,000 total keeping direct legal council expenses to \$1500. Council would be required for trial planning, review, direct examination of the Plaintiff at trial and case law research as required.

Had the defendants been responsible in their dealings with the plaintiff. Had they conducted their business operations according to standard practices within the industry. Had Ms. Bailey not been negligent. The Plaintiff would not have incurred the \$30,000 in legal expenses per the contingency agreement for the action of Q.B. 507 of 1993. Mr. Dietz would have been dealt with according to the laws and regulations within the Defendants book DRIVER'S HANDBOOK. The Plaintiff would like to put this entire situation behind him. The Plaintiff doesn't enjoy the prospect of taking on the formidable resources of the Defendants in court.

It is not the nature of the Plaintiff or the intent of this claim. To interfere with the business of the corporation. A legitimate enterprise that enjoys the widespread support of the people of Saskatchewan. Nor is it to harass or humiliate any members of the executive or board of directors. Or to harass or humiliate Jennifer Bailey. The Plaintiff understands that under rule 173. "The court may at any stage of an action order any pleading or part thereof to be struck out," Rightly so. The Plaintiff realises and understands that if the nature and area of his examinations. Of the Defendants or of evidence. Strays into harassment, abuse or be immaterial to the claim. The Defendants will be filing motions under rule 173 again and be immediately successful.

At the same time it is the Plaintiff's belief that this motion to strike by the Defendants was unreasonable. That it is really an indication of their cavalier attitude. To their duties to the Plaintiff under insurance contract law. To their duties to the Plaintiff under other laws, the nature of which defines reasonable behaviour and actions.

Therefore the Plaintiff respectfully asks the court to deny the motion of the Defendants.

The plaintiff thanks the court for it's serious deliberations of this lengthy brief. The plaintiff also thanks the court for it's kind words, and thanks the Defendants council for his understanding. Regarding the Plaintiff's request for adjournment and reasons thereof on August 24, 2000.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 5th DAY OF SEPTEMBER, 2000.

PHILIP GREENWOOD
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Fax: 975-1983

From: JENNIFER BAILEY
Company: SGI LITIGATION - SASKATOON
Phone: 683-2113
Fax: 244-2513

Date: 20/06/00

**Pages including this
cover page: 1**

Comments:

RE: PHILLIP GREENWOOD

This will advise that your client attended at SGI this morning and threw two empty prescription vials at our receptionist. Please advise Mr. Greenwood that his requests for reimbursement of expenses are henceforth to be made in writing or through yourself. He is no longer welcome to attend at our offices.

If this behavior is repeated we will report the matter to police.

Yours truly,


Jennifer Bailey

2000-06-27

Mr. Larry Fog
Mr. John Nilson

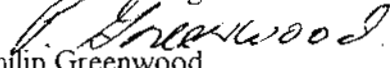
Please find enclosed a letter from Ms. Jennifer Bailey accusing me of assault. A criminal act, which I can assure you never happened the empty prescription, vials with receipt. Were thrown across the reception desk onto the floor.

Saskatoon City police have advised me to communicate with "Ms. Bailey's boss" to resolve this before they will investigate. I don't appreciate being accused of assault.

I also don't appreciate Ms Bailey and S.G.I. and their "policy" for failing to reimburse Me for what now is over \$100.00 in prescription expenses. I am not paying my lawyer \$250.00/hr to get routine expenses reimbursed. Especially when S.G.I. then claims that they will only pay when they receive the "original" receipt.

Ms. Bailey and S.G.I. have lied before. It's unfortunate that this behavior is rewarded.

I await Mr Fog's written reply so I can take this correspondence to Saskatoon City Police for investigation.


Philip Greenwood
317 Ave. P.N.
Saskatoon
S7L 2V7
2414466

July 7, 2000

Mr. Philip Greenwood
317 Avenue P N.
SASKATOON, Saskatchewan
S7L 2V7

Dear Mr. Greenwood:

I have received your letter of June 27, 2000 regarding the incident occurring at Saskatoon Central Claims on June 20 last.

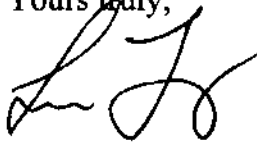
I can appreciate your frustration at the delay in payment of your prescription costs. This does not, however, excuse your actions in throwing the two prescription vials at our receptionist. Incidentally, our receptionist is adamant that the prescription vials landed on her desk and not, as you allege, on the floor. On learning of the incident Ms. Bailey, out of concern that a similar incident could result in injury to a staff member, considered it advisable to write your solicitor, Mr. Turple. It was suggested that any future requests for reimbursement be presented in written form and not in person.

SGI constantly strives to improve its customer service. Customer service training programs for staff are mandatory and emphasize the importance of the customer and the need to treat each customer with courtesy and respect. In return our staff are entitled to receive the same courtesy and respect from the customer. Where a staff member or a customer resorts to conduct which is discourteous, disrespectful or carries with it the risk of physical injury, corporate management has an obligation to take measures to prevent similar and perhaps more serious incidents from recurring. This was the purpose of Ms. Bailey's letter to your legal counsel Mr. Turple and in the circumstances was, I am satisfied, both appropriate and in the best interests of all concerned.

Where your unpaid prescription drugs are concerned, I understand that although you provided Ms. Bailey with amounts paid, you neglected to provide originals or copies of the receipts. SGI requires that all drug expenditures be supported by a receipt indicating both the drug purchased and the amount paid. If you will see to it that originals or copies

of the prescriptions are mailed or faxed to Ms. Bailey, payment will be made to you without delay.

Yours truly,

A handwritten signature in black ink, appearing to read 'L. Fogg', written over the words 'Yours truly,'.

Larry Fogg
President

cc: Honourable John T. Nilson, Q.C., Minister Responsible for SGI
Tim Turple, Merchant Law Group
Jennifer Bailey, Saskatoon Central Claims

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E.F. ANTHONY MERCHANT, Q.C.
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DAVID A. HALVORSEN
CATHERINE M. ZRYMIAK
DREW R. FELYK
GAVIN G. BENTLEY-FISHER
GRAHAM K. NEILL
 Residing in Regina

TIMOTHY E. TURPLE
MICHAEL R. MANTYKA
RONALD J. KAMPHUSCH
JANE ANN SUMMERS
T. STEVEN SUMMERS
CHRISTINE L. CLIFFORD
MATIA K. MATKOVIC
 Residing in Calgary

BRIAN J. KOT
EVATT F.A. MERCHANT
HOWARD L. TENNENHOUSE
PATRICK G. ALBERTS
MICHELLE L. HAUG
BRUCE G. NEILL
 Residing in Winnipeg

DEAN MATTISON
TYLER J. BOND
S. NORMAN ROSINBAUM
HENRI P.V. CHABANOFF
PETER MANGOUSOS
TOM C. STEPPER
 Residing in Edmonton

March 9, 2000

OUR FILE: 439572 TET

Mr. Philip Greenwood
317 Avenue P North
Saskatoon, SK S7L 2V7

Dear Sir:

RE: MVA: July 24 and November 16, 1992

Mr. Turple is away and will respond to your letter of February 16, 2000, upon his return.

I am writing to relay information regarding your reimbursement request. The receipts you provided total \$17.56. The "original" receipt for one of the prescriptions for \$3.58 dated 07/09/99 and \$2.53 dated 08/30/99 were not included, even though the till tape was. SGI will not reimburse you without the "original" receipt. They look different now, as they have a waxy background. If you have those original receipts, please provide them.

You note "\$81.78 - still owed since March 26/99". Again, SGI has corresponded with us on that matter. Unless you provide the "original" receipt, they will not reimburse you for that expense.

We look forward to receipt of the "original" receipts dated 07/09/99 and 08/30/99.

Yours truly,

MERCHANT LAW GROUP

Per:

CATHERINE DANILKEWICH, Secretary

MERCHANT LAW GROUP

501 - 224 FOURTH AVENUE SOUTH ♦ SASKATOON ♦ SASKATCHEWAN ♦ S7K 5M5 ♦ FAX: (306) 975-1983 ♦ TEL: (306) 653-7777

GORDON J.K. NEILL, Q.C.
RONALD J. DIMONCEAUX
KEVIN D. HILL
S. NORMAN ROSENBAUM *
MARIAN E. BRYANT □
MICHELLE L. HAIG
LOUISE STEPPER □
Residing in Regina

E.F. ANTHONY MERCHANT, Q.C. *
DWAYNE Z. BRAUN
IAN T. MEKLE ☒
RICHARD S. YAHOUNITSKY ☒
HENRI P.V. CHABANOFF
PETER MANOUSOS □
GRAHAM K. NEILL ☒
☒ Residing in Yorkton

TIMOTHY E. TURPI
MICHAEL R. MANIYKA
DAVID A. HALVORSEN *
CATHERINE M. ZRYMIAK ☒
GERALD B. HEINRICHS
CHARLENE C. DI LUCCA □
MATEJA L. MATKOVIC □
□ Residing in Calgary

BRIAN J. KOI
EVAN F.A. MERCHANT
RONALD E. KAMPELSCH ☒
JANE ANN SUMMERS □
DREW R. FLYK
GAVIN G. BENTLEY-FISHER □
☒ Residing in Edmonton

DEAN MATHISON
TYLER J. BOND
HOWARD L. TENNENHOUSE *
PATRICK G. ALBERTS
T. STEVEN SUMMERS □
BRUCE G. NEILL ☒
** Residing in Winnipeg*

August 4, 2000

OUR REF: 439572 TET

Mr. Philip Greenwood
317 Avenue P North
Saskatoon, SK S7L 2V7

Dear Sir:

RE: Request of August 3, 2000

Enclosed please find copies of correspondence as follows:

April 1, 1999	Our letter to SGI
May 5, 1999	SGI's response
June 18, 1999	Our letter to SGI
June 25, 1999	SGI's response

If you require anything further, please advise.

Yours truly,

MERCHANT LAW GROUP



Per: CATHERINE DANILKEWICH, Secretary

enclosure

MERCHANT LAW GROUP

501 - 224 FOURTH AVENUE SOUTH • SASKATOON • SASKATCHEWAN • S7K 5M5 • FAX (306) 975-1983 • TEL: (306) 653-7777

WILLIAM B. PURDY
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JANE ANN SUMMERS ☐
DREW R. FLYK ☐
GAVIN G. BENTLEY-FISHER ☐
CHARLENE C. DE LUCA ☐
☐ Residing in Regina

GORDON L.K. NEILL, Q.C. ☐
DWAYNE Z. BRAUN
DAVID A. HALVORSEN ☐
PATRICK G. ALBERTS ☐
I. STEVEN SUMMERS ☐
CHRISTINE L. CLIFFORD ☐
G.E. CROWE (1925-1989)
☐ Residing in Calgary

E.F. ANTHONY MERCHANT, Q.C. ☐
MICHAEL R. MANTYKA
S. NORMAN ROSENBAUM *
HENRI P.V. CHARBANOLE ☐
MICHELLE L. HAUG ☐
BRUCE G. NEILL ☐
* Residing in Winnipeg

TIMOTHY E. TURPLE
EVATT F.A. MERCHANT
RICHARD S. YAHOLNITSKY I
GERALD B. HEINRICHS ☐
DAVID J. FLETT ☐
TOM C. STEPPER ☐
I Residing in Yorkton

BRIAN J. KOI
THOMAS J. DECOITAU
CATHERINE M. ZRYMIK ☐
MARK J. TOKARIK, P. ENG ☐
PETER MANOUSOS ☐
STEPHEN A. BRONSTEIN ☐
☐ Residing in Edmonton

April 1, 1999

Saskatchewan Government Insurance
623 - 2nd Avenue North
Saskatoon, SK S7K 0H3

Attention: Jennifer A. Bailey

VIA COURT RUN

Dear Madam:

RE: Philip Greenwood
MVA: July 24 and November 16, 1992
Your file: S7178950 AUTOT & Q0085455 THOMP
Our file: 439572 TET

Enclosed please find a further series of receipts with respect to the above matter in the amount of \$263.35.

Please forward a cheque payable to Mr. Greenwood in that amount at your earliest opportunity.

Thank you.

Yours truly,

MERCHANT LAW GROUP

Per:
TIMOTHY E. TURPLE

TE:ejd
enclosure


103 - 2100 8th Street East
Saskatoon, Saskatchewan
S7H 0V1

Sutton
GROUP

PHILIP GREENWOOD

sutton group - norland realty
AN INDEPENDENT MEMBER BROKER

1115 Glenwood Ave.
Saskatoon, SK S7H 4Z9
bus. (306) 934-8381 fax (306) 244-4319
cell (306) 244-6090 cell (306) 244-4394



ROY UNIV. HOSPITAL

01-27-99

04 *2.60

2.60

* 2-54
000-8366

PHARMACY
SASKATON
SASKATON

DR. KEEGAN, DAVID LLOYD

PHARMACY
LB ACET WITH CODEI 1G
QTY. 100
EFFEXOR
YOUR SEMI-ANNUAL DEDUCTIBLE \$ 850.00
CURRENT DEDUCTIBLE BALANCE 768.19
APPROVED PRESCRIPTION COST 81.79
NEW DEDUCTIBLE BALANCE \$ 686.48
TOTAL TAX PAID

01/28/99 10:41 155 2671 031 00001044

SASK. DRUG PLAN UPDATE

04/02/99 13:54:58 Rx # 6206288
GREENWOOD PHILIP DP

317 AVENUE P N, SASKATOON
DR. KEEGAN, DAVID LLOYD

Dispensing Date 04/02/99
QTY. 100 DIN 82183688

EFFEXOR
Your Semi-Annual Deductible \$ 850.00

Current Deductible Balance 768.19
Approved Prescription Cost 81.79
New Deductible Balance \$ 686.48

Your Approved Share \$ 81.79

Effexor

263.35

SASK. DRUG PLAN UPDATE

26/03/99 11:33:25 Rx # 6206288

GREENWOOD PHILIP DP

317 AVENUE P N, SASKATOON

DR. KEEGAN, DAVID LLOYD

Dispensing Date 04/03/99

QTY. 100 DIN 82183688

EFFEXOR

Your Semi-Annual Deductible \$ 850.00

Current Deductible Balance 686.48

Approved Prescription Cost 81.78

New Deductible Balance 604.62

Your Approved Share 81.78

Rx # 6206288 CONFIRMED
SUPERSTORE PHARMACY

SHOPPERS DRUG MART #410
#20 -2410- 22ND STREET WEST

156 10 5654 410 003

LB ACET WITH CODEI 1G 5.49
SUBTOTAL 5.49
7% GST .38
TOTAL 5.87

CASH 5.87 CHANGE .00

1 ITEM

OPEN 24 HOURS!!!
G.S.T. # R102393634
FEBRUARY 24, 1999 11:22 PM

SHOPPERS DRUG MART #410
#20 -2410- 22ND STREET WEST

156 10 2040 410

LB ACET WITH CODEI 1G 5.49
SUBTOTAL 5.49
7% GST .38
TOTAL 5.87

CASH 5.87 CHANGE

1 ITEM

OPEN 24 HOURS!!!
G.S.T. # R102393634
MARCH 19, 1999 01:45 PM

Legal Department

Regina Office
221 - 11th Avenue
Regina, SK S4P 0J9
Tel: (306) 751 1218
Fax: (306) 352-0933

Regina South Office
3625 Pasqua Street, Box 140
Regina, SK S4P 4J1
Tel: (306) 775 6306
Fax: (306) 584-0919

SGI

Saskatoon Office
623 - 2nd Avenue N
Saskatoon, SK S7K 0H3
Tel: (306) 683-4489
Fax: (306) 244 2513

May 5, 1999

Reply to:

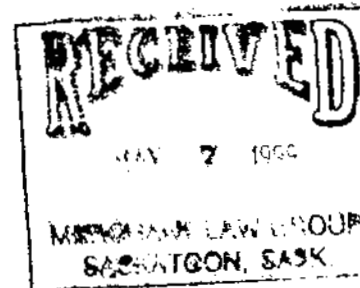
Saskatoon Office: 683-4489
Renee Bohmann
Phone: 683-4485

Merchant Law Group
501 - 224 Fourth Avenue South
SASKATOON, Saskatchewan
S7K 5M5

ATTENTION: Tim Turple

Dear Sir:

RE: Philip Greenwood
Your File: 439572 TET
Our File: S7178950 AUTOT and Q0085455 THOMP



As per your letter of April 1, 1999, please find enclosed our cheque in the amount of \$181.54 payable to Mr. Greenwood. SGI has deducted the amount of \$81.81 from the total invoice as we require the original Sask. Drug Update that corresponds to the one enclosed. This original receipt should specify information such as the Name and Address of the patient, the DIN #, the name of the medication, the Rx # and so on. We therefore enclose Mr. Greenwood's receipt for his records.

Should you have any questions or concerns regarding the above mentioned, please contact the writer.

Thank you.

Yours truly,

Renee Bohmann
Legal Assistant

RB/ess

Encl.

MERCHANT LAW GROUP

501 - 224 FOURTH AVENUE SOUTH • SASKATOON SASKATCHEWAN S7K 5M5 • FAX: (306) 975-1983 • TEL: (306) 653-7777

WILLIAM B. PURDY
TIMOTHY E. TURPLE
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DWAYNE Z. BRAUN
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CATHERINE M. ZRYMIAK ✉
GERALD B. HEINRICHS ◊
MICHELLE L. HAUG ◊
THOMAS J. DECOTEAU
** Residing in Winnipeg*

June 18, 1999

Our File: 439953

Saskatchewan Government Insurance
623 - 2nd Avenue North
Saskatoon, SK S7K 0H3

Attention: Renee Bohmann, Legal Assistant

Dear Madam:

RE: Greenwood v. Loback et al
Your File: S7178950 AUTOT

Thank you for your correspondence of May 5, 1999. As requested please find enclosed a copy of a printout produced by our client's pharmacist in relation to his prescription expense of \$81.81.

Also, please find enclosed further series of receipts with respect to this matter in the amount of \$241.29.

Please forward a cheque payable to Mr. Greenwood in that amount at your earliest opportunity.

Thank you.

Yours truly,

MERCHANT LAW GROUP

Per:

MICHAEL R. MANTYKA

MRM/mw

MEDICAL EXPENSES

This is a duplicate record

41.

PHILIP GREENWOOD
 317 AVENUE P NORTH
 SASKATOON SK S7M 2M3

Real Cdn Superstore 1536
 411 Confederation Dr.
 Saskatoon SK S7L 5C3

Birthdate: 12/01/56

date	Rx. No.	Qty	Unit	Drug Name	DIN	Doctor Name & Initials	Total	Patient Pays	Insurance Pays
4/02/98	6168602	30	TAB	MU NAPROX 250MG	00865648	Dr. STRAZA, L.	7.39	7.39	.00
1/09/98	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	94.64	94.64	.00
3/11/98	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	83.50	83.50	.00
1/12/98	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	82.36	82.36	.00
3/01/99	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	81.81	81.81	.00
1/02/99	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	81.79	81.79	.00
5/03/99	6206288	100	TAB	EFFEXOR 37.5MG	02103680	Dr. KEEGAN, D.	81.78	81.78	.00
1/04/99	6238514	60	TAB	NOVO TRIPTYN 25MG	00037419	Dr. KEEGAN, D.	3.52	3.52	.00

age totals for PHILIP

GREENWOOD

Date: 12-May-99

\$516.79 \$516.79 \$0.00

Pharmacist Signature:

Philip Greenwood B.S.P.

**** PHILIP GREENWOOD ****

SASK. DRUG PLAN UPDATE

08/04/99 11:01:54 Rx # 6238514
GREENWOOD PHILIP DP
317 AVENUE P N, SASKATOON
DR. KEEGAN, DAVID LLOYD
Dispensing Date 08/04/99
QTY. 68 DIN 00837419
NOVO-TRIPTYN
Your Semi-Annual Deductible \$ 850.00

Current Deductible Balance 604.62
Approved Prescription Cost 3.53
New Deductible Balance \$ 601.09

Your Approved Share \$ 3.53

Rx # 6238514 CONFIRMED
SUPERSTORE PHARMACY
TERMINAL ID 71100425

SASK. DRUG PLAN UPDATE

18/06/99 11:42:22 Rx # 6238514
GREENWOOD PHILIP DP
317 AVENUE P N, SASKATOON
DR. KEEGAN, DAVID LLOYD
Dispensing Date 18/06/99
QTY. 68 DIN 00837419
NOVO-TRIPTYN
Your Semi-Annual Deductible \$ 850.00

Current Deductible Balance 513.
Approved Prescription Cost 3.
New Deductible Balance \$ 509.

Your Approved Share \$ 3.

Rx # 6238514 CONFIRMED
SUPERSTORE PHARMACY
TERMINAL ID 71100428

SASK. DRUG PLAN UPDATE

18/06/99 11:44:45 Rx # 6243995
GREENWOOD PHILIP DP
317 AVENUE P N, SASKATOON
DR. KEEGAN, DAVID LLOYD
Dispensing Date 18/06/99
QTY. 68 DIN 02103600
FFFXOR

Semi-Annual Deductible \$ 850.00

Current Deductible Balance 509.51
Approved Prescription Cost 56.94
New Deductible Balance \$ 452.57

Your Approved Share \$ 56.94

Patient Approved Total \$ 60.47

Rx # 6243995 CONFIRMED
SUPERSTORE PHARMACY
TERMINAL ID 71100428

CONFIRMED-REFUNDING BY VOUCHER
RECEIPT REQUIRED WITHIN 30 DAYS
OF REGISTRATION NUMBER
YOUR ORDER NUMBER IS
XXXXXX

NO NAME
ASR/1000000

PHARMACY NO. 10000000
PHARMACY NO. 10000000
POSTAL CODE 100000
CITY 100000
COUNTRY 100000
BALANCE DUE 10000000
TOTAL DUE 10000000

the real Canadian
Superstore

411 Confederation Dr.
Saskatoon SK S7L 5C3 384-4700
6238514 Dr. D. KEEGAN VPU
GREENWOOD PHILIP
317 AVENUE P NORTH SASKATOON 244-6000

Take ONE tablet(s) at
bedtime for 1 week, then
TWO tablets at bedtime if
not effective. 10/05/99

68 NOVO TRIPTYN 25MG
Refills: 5 DIN:00037419

**** PATIENT COUNSELLING ****

Follow directions. Do not
stop without Dr approval
May cause drowsiness/diz-
ziness. Drive with caution
Avoid prolonged exposure
to sun. Use sunscreen
If dizziness occurs upon
standing, arise slowly.
Use caution during
exercise and hot weather
May cause dry mouth
and/or blurred vision
Check with Dr. before
taking any other medicine
Inform Dr/Dentist prior
to any type of surgery.

10/05/99 PATIENT PAYS: 3.52

Rx:6238514 10/05/99 VPU Total: 3.52
Patient Pays: 3.52

the real Canadian
Superstore

411 Confederation Dr.
Saskatoon SK S7L 5C3 384-4700
6206288 Dr. D. KEEGAN CJO
GREENWOOD PHILIP
317 AVENUE P NORTH SASKATOON 244-6000
Take THREE tablet(s) as
directed

100 EFFEXOR 37.5MG 26/03/99
Refills: 1 DIN:02103680

**** PATIENT COUNSELLING ****
Take with food

Follow directions. Do not
stop without Dr approval
May cause drowsiness.
Do not mix with alcohol
Use caution when driving
or operating machinery
May cause dry mouth.

Check with Dr. before
taking any other medicine
Promptly report unusual
symptoms/effects to Dr

26/03/99 PATIENT PAYS: 81.78

Rx:6206288 26/03/99 CJO Total: 81.78
Patient Pays: 81.78

the real Canadian
Superstore

411 Confederation Dr.
Saskatoon SK S7L 5C3 384-4700
6206288 Dr. D. KEEGAN CJO
GREENWOOD PHILIP
317 AVENUE P NORTH SASKATOON 244-6000
Take THREE tablet(s) as
directed

100 EFFEXOR 37.5MG
Refills: 0
**** PATIENT COUNSELLING ****
Take with food

Follow directions. Do not
stop without Dr approval.
May cause drowsiness.
Do not mix with alcohol
Use caution when driving
or operating machinery
May cause dry mouth.

Check with Dr. before
taking any other medicine
Promptly report unusual
symptoms/effects to Dr

10/05/99 PHILIP 341.00
Rx:6206288 10/05/99 VPU Total: 341.00
Patient Pays: 341.00

Handwritten signature

SUPERSTORE-REFUNDS BY VOUCHER-
RECEIPT REQUIRED WITHIN 14 DAYS
GST REGISTRATION NUMBER 105642805

YOUR CASHIER TODAY IS
JENNIFER

PHARMACY	NDIIS	3.53
GST		.00
PST		.00
OUR PRODUCT SUBTOTAL		.00
BALANCE DUE		3.53
CASH TENDER		5.00
CHANGE DUE		1.47
TOTAL TAX PAID		.00

04/08/99 11:23 1536 0042 031 00001234

SUPERSTORE-REFUNDS BY VOUCHER-
RECEIPT REQUIRED WITHIN 14 DAYS
GST REGISTRATION NUMBER 105642805

YOUR CASHIER TODAY IS
JENNIFER

PHARMACY	NDIIS	81.78
GST		.00
PST		.00
OUR PRODUCT SUBTOTAL		.00
BALANCE DUE		81.78
CASH TENDER		82.00
CHANGE DUE		.22
TOTAL TAX PAID		.00

03/26/99 11:47 1536 0067 031 00001234

Handwritten signature

Legal Department

Herby Office
226 11th Avenue
Regina, SK S4P 0J9
Tel (306) 751 1218
Fax (306) 352-0933

Regina South Office
3825 Pasqua Street, Box 140
Regina, SK S4P 4J1
Tel (306) 775 6306
Fax: (306) 584-0919

SGI

Saskatoon Office
623 - 2nd Avenue N
Saskatoon, SK S7K 0H3
Tel (306) 683 4489
Fax (306) 244 2513

June 25, 1999

Reply to:

Saskatoon Office: 683-4489
Renee Bohmann
Phone: 683-4485

Merchant Law Group
501 - 224 Fourth Avenue South
SASKATOON, Saskatchewan
S7K 5M5

ATTENTION: Michael Mantyka

Dear Sir:

RE: Philip Greenwood
Your File: 439572 TET
Our File: S7178950 AUTOT and Q0085455 THOMP

As per your letter of June 18, 1999 and enclosures, please be advised SGI requires the "original" receipts prior to consideration of payment.

Also, as stated in our letter of May 5, 1999 regarding payment of the \$81.81, even though the printout you have forwarded to us from the pharmacist does indicate the DIN # and the name of the medication, we will require the "original" receipt of this medication prior to payment consideration.

Should you have any questions or concerns regarding the above mentioned, please contact the writer.

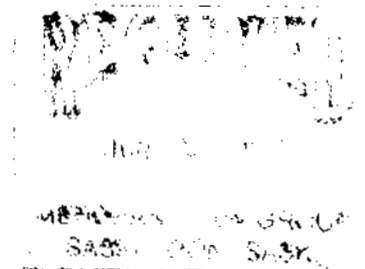
Thank you.

Yours truly,


Renee Bohmann
Legal Assistant

RB/ess

Encl.



MERCHANT LAW GROUP

501 - 224 FOURTH AVENUE SOUTH ♦ SASKATOON ♦ SASKATCHEWAN ♦ S7K 5M5 ♦ FAX: (306) 975-1983 ♦ TEL: (306) 653-7777

GORDON J.K. NEILL, Q.C. ◊
RONALD J. DUMONCEAUX
KEVIN D. HILL
S. NORMAN ROSENBAUM *
MARIAN E. BRYANT ◻
MICHELLE L. HAUG ◊
TOM C. STEPPER ◻
◊ Residing in Regina

E.F. ANTHONY MERCHANT, Q.C. ◊
DWAYNE Z. BRAUN
IAN L. MEKLE ◻
RICHARD S. YAHOLNITSKY †
HENRI P.V. CHABANOLE ◊
PETER MANOUSOS ◻
GRAHAM K. NEILL ◻
† Residing in Yorkton

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CATHERINE M. ZRYMIAK ◻
GERALD B. HEINRICHS ◊
CHARLENE C. DELUCA ◻
MATIA L. MATKOVIC ◻
◻ Residing in Calgary

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EVATT F.A. MERCHANT
RONALD E. KAMPITSCH ◻
JANE ANN SUMMERS ◻
DREW R. FILYK ◊
GAVIN G. BENTLEY-FISHER ◻
◻ Residing in Edmonton

DEAN MATTISON
TYLER J. BOND
HOWARD L. TENNENHOUSE *
PATRICK G. ALBERTS ◊
T. STEVEN SUMMERS ◻
BRUCE G. NEILL ◻
* Residing in Winnipeg

August 9, 2000

OUR FILE: 439572 TET

TO BE PICKED UP

Mr. Philip Greenwood
317 Avenue P North
Saskatoon, SK S7L 2V7

Dear Sir:

RE: Request of August 9, 2000

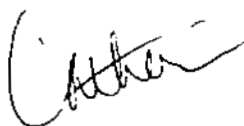
Enclosed please find copies of documents and correspondence as follows:

1. Outlook Ambulance Report;
2. March 9, 2000 letter;
3. SGI's Pre-Trial Brief along with copy of letter showing we received it February 2, 1998.

If you require anything further, please advise.

Yours truly,

MERCHANT LAW GROUP



Per:

CATHERINE DANILKEWICH, Secretary

enclosure

Ambulance Services

16 MON 11:50 AM '92

Service Name: OUTLOOK AMBULANCE 1116 Ambulance District: 0533
 Patient Name: GREENWOOD, PHILIP SHSP # 6071404
 Date of Birth: Day 13 Mo. 12 Yr. 1936 Sex M
 Mailing Address: 1233 AVE M. J. SASKATOON S7M 8M3
 Pick-Up Address: OUTLOOK UNION HOSPITAL

Destination Address: ST. VIKS HOSPITAL STOON
 Facility or Municipal Code: 010144
 EMS/MSI Number: _____ Sending Physician: R. DEUNYCK Receiving Physician: X. OBACIC

Notes: Next of Kin - Employer Name and Address, etc. Other Health Insurance Names: mother - DORIS GREENWOOD 312 Ave P. N. S. TOON 382-5328 Invoice Number: _____

Type of Incident: 09 Dispatch Cause: 10 Dispatch Type: 04 Present Drugs: Yes No/Unknown Allergies: Yes No/Unknown

Unconscious Prior to Arrival	Previous Illness	Cancer	Hypertension	Gastro-Intestinal
1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>

Location and Type of Injury/Illness

A <input type="checkbox"/> Fracture/Dislocation	G <input type="checkbox"/> Crushing
B <input type="checkbox"/> Pain	H <input type="checkbox"/> Puncture
C <input type="checkbox"/> Bruise/Contusion	I <input type="checkbox"/> Sprain/Strain
D <input type="checkbox"/> Laceration/Cut	J <input type="checkbox"/> Numbness
E <input type="checkbox"/> Burn % _____	K <input type="checkbox"/> Paralysis
F <input type="checkbox"/> Amputation	L <input type="checkbox"/> Other (Specify)

Specialized Treatment

Airway Management	Circulation Adjuncts
1 <input checked="" type="checkbox"/> Intubation	1 <input checked="" type="checkbox"/> IV
2 <input checked="" type="checkbox"/> Other (Specify)	2 <input checked="" type="checkbox"/> PASO

Time	BP	Pulse	Resp.	Level of Consciousness	Left Pupil	Right Pupil
/	/	/	/	/	/	/
/	/	/	/	/	/	/
/	/	/	/	/	/	/

Comments: 36 y/o (M) involved in MVA, # 3rd metacarpal & hand. Pain upper & arm. Small lacerations & scrapes @ upper eyelid, cheekbone, upper arm, forearm, back of hand. Swelling @ elbow. Shoulder & hand demerol 75 mg @ 0935 (IM) 60 mg quaalid 1m @ 0935 Demerol 50 mg @ 1010 (IM) (allergic to codeine & morphine)

LIC# NZM 770
1985 Pontiac
 Driver's Signature: Leslie McFarlane Attendant's Signature: Carol Larson

Basic Fee	
Kilometer Fee	
Other Charges (Specify)	
Total Fee	

Date Responded: 16 11 1992
 Time Responded: 1000
 Arrived Scene: 16-1000
 Departed Scene: 16-1013
 Arrived Dest'n: 16-1120
 Unit Clear: 16-1139
 Arrived at Base: 16-1309

No. of Patients: 20
 Vehicle Number: 11710
 Priority: 0202
 Driver: 2899
 Attendant: 1519
 Total Distance Traveled: 0200
 Attendant(s) Qualifications: EMA/EMT Nurse Escort Advanced EMA Physician Nurse Attendant First Aid

16 MON NOV 1992

Ambulance Services

Service Name: OUTLOOK AMBULANCE 116 Ambulance District: 923
 Patient Name: GREENWOOD PHILLIP SHSP #: 1-6011404-39
 Date of Birth: Day 13 Mo 12 Yr 1956 Sex M
 Mailing Address: 1233 QUE M. S. SASKATOON S7M 2M3
 Pick-up Address: HIGHWAY # 45 Facility or Municipal Code: 160255
 Destination Address: OUTLOOK UNION HOSPITAL Facility or Municipal Code: 00410

GMS/MSI Number: 0 Sending Physician: _____ Receiving Physician: DR. DEJUNCK
 Notes: Name of Kid - Employer Name and Address, etc. Other Health Insurance Names, etc. 317 AVE. N. 382-5328
 Mother: DORIS GREENWOOD S700N Invoice Number: _____

History: Type of Incident Code: _____ Dispatch Cause: _____ Dispatch Type: 02110 Suspected Cause: 011 Present Drugs: _____ Allergies: _____
 Assessment: Position: 1 Side Lying, 2 Sitting, 3 Prone, 4 Supine, 5 Other (Specify): _____
 Airway: 1 Clear, 2 Obstructed, 3 Aspirated, 4 Partially Obstructed
 Breathing: 1 Normal, 2 Shallow, 3 Distressed, 4 Deep, 5 Absent
 Bleeding: 1 None, 2 Minor, 3 Moderate, 4 Severe
 Skin: 1 Normal, 2 Moist, 3 Cold, 4 Hot, 5 Dry
 Other: 1 Convulsions, 2 Nausea, 3 Vomiting, 4 Weak, 5 Faint

Location and Type of Injury/Illness: D Laceration/Cut, 02-01-14
 Specialized Treatment: Airway Management: 1 Intubation, 2 Other (Specify): _____
 Pain: 1 N/O, Duration: _____
 Circulation Adjuncts: 1 Air, 2 PASG
 Cardiac Procedures: 1 Cardiac Monitor, 2 Debrillation, 3 Medication (Specify in Comments Area)

Treatment: Airway: 1 Tilt & Lift, 2 Foreign Body Removal, 3 Suction, 4 Oropharyngeal, 5 Other (Specify): _____
 Posture: 1 Recovery, 2 Supine, 3 Sitting, 4 Legs Elevated, 5 Prone, 6 Restrained, 7 Semi Sitting
 Oxygen: 1 Nasal, 2 Mask, 3 Venturi, 4 Other (Specify): _____
 Ventilation: 1 Mouth to Mouth, 2 Bag & Valve, 3 Positive Pressure Breathing Unit, 4 Heart/Lung Res.
 Circulation: 1 1 Man CPR, 2 2 Man CPR, 3 Heart/Lung Res.
 Bleeding: 1 Dressing, 2 Pressure, 3 Elevation, 4 Tourniquet
 Splints: 1 Air Splint, 2 Rigid Splint, 3 Traction, 4 Cervical Collar (Long/Short Board), 5 Extrication Device

Time	B.P.	Pulse	Resp	Level of Consciousness	Left Pupil	Right Pupil
08:40	149/101	72	24	Alert	Constricted	Normal
				Alert	Constricted	Normal
				Alert	Constricted	Normal

Comments: 36 y/o @ involved in MVA. Head on collision & swivel being towed that was over center line. 90 pain (L) arm & shoulder, forearm & hand. DEARL. Sm. laceration (L) eyelid (upper) and on (L) cheekbone, scrape (L) upper arm & below elbow. Laceration back of (L) hand.

LIC # NZM 770
1985 Pontiac

Driver's Signature: _____ Attendant's Signature: Paul Karon

Billing

Basic Fee	58.00
Kilometer Fee	115.00
Other Charges (Specify)	
Waiting Time	
Total Fee	190.00

Bill To:

Patent	01	Funeral Home	08
GMS	02	Hospital	09
MSI	03	SGI	10
NH & Welfare	04	Sex. Health	11
DVA	05	Senior's Cap	12
WCB	06	Other (Specify)	13
Coroner	07		

Date Responded: 16 11 1992
 Time Responded: 0758
 Arrived Scene: 16-0815
 Departed Scene: 16-0837
 Arrived Destin.: 16-0858
 Unit Clear: _____
 Arrived at Base: _____

No. of Patients: 1 of 1
 Station: 00
 Vehicle Number: 11710
 Priority: 0302
 Driver: 7512
 Attendant: 7519
 Invoice Number: _____
 Urban Call: _____ Rural Call: 1
 Ending Odometer: 7444
 Starting Odometer: _____
 Total Distance Traveled: 0030
 Km: _____ M: 18
 Attendant's Qualifications:
 01 EMA/EMT 05 Nurse Escort
 02 Advanced EMA 06 Physician
 03 Nurse Attendant 07 First Aid



August 2, 2000

Mr. Philip Greenwood
317 Avenue P North
Saskatoon, Saskatchewan
S7L 2V7

Dear Mr. Greenwood:

As requested during our telephone conversation, I will attempt to summarize the regulations and their intent as they relate to farm equipment.

First of all, the exemptions that apply to farm equipment have been in place for many years. The intent was not to infer that farm equipment is safer and should not have to comply with the regulations. The intent was to recognize that farming is important to the economic development of this province and we cannot restrict farmers by requiring them to obtain permits every time they move farm equipment along a highway. The exemption allows for "driven or towed" equipment. This is because we want to accommodate short moves, primarily between field and farm. We do not exempt farm equipment that is loaded on trailers. Loaded farm equipment is considered a load that must obtain permits and comply with permit conditions, as would any load of similar dimensions.

According to the *Vehicle Weight and Dimension Regulations*, farm equipment that exceeds the maximum legal dimensions may be driven or towed without a permit on most highways in the province between sunrise and sunset without dimensional restrictions. However, we have designated some highways as "higher risk" due to heavier traffic volumes. On those highways, the equipment cannot extend into the adjacent traffic lane so as to impede approaching traffic (or passing traffic on a four lane highway). You mentioned that your concern is on Highway No. 45; Highway No. 45 is not a "designated highway", so there are no restrictions on towing or driving farm equipment except that the movement must occur between sunrise and sunset.

The key element of reducing risk while transporting farm equipment is the restriction to daylight hours. Since the exact times for sunrise and sunset vary through the year from one place to another in the province, we have tables based upon data available from Environment Canada. I have attached a copy of the tables that apply for the area in question.

If you wish a more detailed explanation, please do not hesitate to contact me at (306) 787-4851. As the person responsible for vehicle weight and dimension policy, I will be the best person to respond to your questions.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Greg Gilks".

Greg Gilks, Senior Policy Advisor
Transportation, Trade and Logistics Branch



Weights and Dimensions Administration Manual

Section:

PERMIT GUIDELINES

Subject: SUNRISE AND SUNSET TIMES
FOR SASKATOON

SUNRISE

Date	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	9:16	8:49	7:55	6:42	5:37	4:52	4:49	5:25	6:16	7:07	8:03	8:54
2	9:16	8:47	7:53	6:40	5:35	4:52	4:50	5:26	6:17	7:09	8:05	8:55
3	9:16	8:46	7:50	6:38	5:33	4:51	4:51	5:28	6:19	7:11	8:07	8:56
4	9:15	8:44	7:48	6:35	5:31	4:50	4:51	5:29	6:21	7:12	8:08	8:58
5	9:15	8:43	7:46	6:33	5:29	4:49	4:52	5:31	6:22	7:14	8:10	8:59
6	9:15	8:41	7:44	6:31	5:27	4:49	4:53	5:32	6:24	7:16	8:12	9:00
7	9:14	8:39	7:41	6:28	5:26	4:48	4:54	5:34	6:26	7:18	8:14	9:01
8	9:14	8:37	7:39	6:26	5:24	4:48	4:55	5:36	6:27	7:19	8:16	9:03
9	9:13	8:36	7:37	6:24	5:22	4:47	4:55	5:37	6:29	7:21	8:18	9:04
10	9:13	8:34	7:34	6:21	5:20	4:47	4:56	5:39	6:31	7:23	8:19	9:05
11	9:12	8:32	7:32	6:19	5:19	4:46	4:57	5:41	6:33	7:25	8:21	9:06
12	9:12	8:30	7:30	6:17	5:17	4:46	4:58	5:42	6:34	7:26	8:23	9:07
13	9:11	8:28	7:27	6:15	5:16	4:46	4:59	5:44	6:36	7:28	8:25	9:08
14	9:10	8:26	7:25	6:12	5:14	4:46	5:01	5:45	6:38	7:30	8:26	9:09
15	9:09	8:24	7:23	6:10	5:12	4:45	5:02	5:47	6:39	7:32	8:28	9:09
16	9:08	8:22	7:20	6:08	5:11	4:45	5:03	5:49	6:41	7:34	8:30	9:10
17	9:07	8:20	7:18	6:06	5:10	4:45	5:04	5:50	6:43	7:35	8:32	9:11
18	9:06	8:18	7:16	6:03	5:08	4:45	5:05	5:52	6:45	7:37	8:33	9:12
19	9:05	8:16	7:13	6:01	5:07	4:45	5:06	5:54	6:46	7:39	8:35	9:12
20	9:04	8:14	7:11	5:59	5:05	4:45	5:08	5:55	6:48	7:41	8:37	9:13
21	9:02	8:12	7:08	5:57	5:04	4:45	5:09	5:57	6:50	7:43	8:38	9:13
22	9:01	8:10	7:06	5:55	5:03	4:46	5:10	5:59	6:51	7:45	8:40	9:14
23	9:00	8:08	7:04	5:53	5:02	4:46	5:12	6:00	6:53	7:46	8:42	9:14
24	9:00	8:06	7:01	5:51	5:00	4:46	5:13	6:02	6:55	7:48	8:43	9:15
25	8:59	8:04	6:59	5:49	4:59	4:46	5:14	6:04	6:57	7:50	8:45	9:15
26	8:58	8:02	6:57	5:47	4:58	4:47	5:16	6:05	6:58	7:52	8:46	9:15
27	8:56	7:59	6:54	5:45	4:57	4:47	5:17	6:07	7:00	7:54	8:48	9:16
28	8:55	7:57	6:52	5:43	4:56	4:48	5:19	6:09	7:02	7:56	8:50	9:16
29	8:53	xxx	6:49	5:41	4:55	4:48	5:20	6:11	7:04	7:57	8:51	9:16
30	8:52	xxx	6:47	5:39	4:54	4:49	5:22	6:12	7:05	7:59	8:52	9:16
31	8:51	xxx	6:45	xxx	4:53	xxx	5:23	6:14	xxx	8:01	xxx	9:16

Approximations for points within 80 km of Saskatoon: For each 16 km east of Saskatoon all times will be one minute earlier and for each 16 km west the times will be one minute later. On March 21 and September 21 there is no variation for distances north and south. On June 21, 24 km north makes the day one minute longer both morning and evening. On December 21, 24 km north makes the day one minute shorter both morning and evening.

Saskatchewan



Highways and Transportation

Location: [Highways and Transportation](#) > [Trucks&Buses](#) > [Transport Compliance](#) > [Permit Conditions Highways](#)

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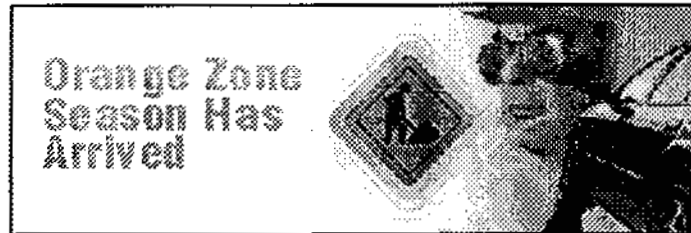
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Carrier & Shipper Services

Dated: February 11, 1999

DIMENSIONAL PERMIT CONDITION FOR PROVINCIAL HIGHWAYS

This is a basic guide for permits that are required for the movement of loads exceeding the legal limits. The information provided is subject to The Highways and Transportation Act, 1997 and "The Vehicle Weight and Dimension Regulation". Where conflicts may arise, this information will be superceded by the appropriate legislation.

The prime concern when issuing permits are the safety, convenience of the public and, protection of the province's highways and structures. Special precautions are required when vehicles are allowed to travel while exceeding legal weights and dimensions.

Permits are issued for non-divisible loads based upon bridge and highway capacities. Permits for overweight are issued at 10 kg per mm width of tire on the steering axle and at 9 kg per mm on all other axles. Operators requiring permits for extremely heavy loads should apply for these permits well in advance to avoid delay, as time is required to review structural capacities along the desired/requested routes.

TRAVEL RESTRICTIONS

Unless otherwise specified on the Permit:

1. **No Travel permitted for loads or vehicles exceeding 3.35 m (11 ft.) wide or 25.0 m (82 ft.) long:**
 - a. **After 3:00 p.m. until midnight on Fridays during the summer period commencing the Friday prior to Canada Day and ending on Labour Day, on any day prior to a Public Holiday or any Friday when the following Monday is a Public Holiday or on Dec 23rd when Christmas falls on a Sunday subject to any of the following restrictions:**
 - b. **on Sundays or Public Holidays;**
 - c. **on Dec. 23, 24, 26, 27, 31 and January 2nd when Christmas or New Year's Day falls on a Sunday.**
 - d. **No travel when exceeding 3.05m (10') wide when visibility is reduced to less than 1000 m or when highways are slippery**
2. **Direct crossing of a Provincial Highway is allowed on Sundays and Public Holidays if a flagperson is in attendance during the crossing.**
3. **Travel for overdimension loads is subject to structural clearance on provincial highways.**
4. **Overdimensional loads restricted from travel on Fridays at 3:00 p.m. may resume travel at 12:00 midnight providing the load does not exceed the maximum dimension for Night Travel, as identified below.**

PERMIT AVAILABILITY

Permits are issued by SGI Permit Office on a 24 hour basis except on Christmas Day, Boxing Day and New Year's Day.

For Permits in Saskatchewan call toll free:

1-800-667-7575

Outside Saskatchewan (not toll free) call:

(306)775-6969

For more information pertaining to Weight and Dimension Regulations and or Policies, call Saskatchewan Highways and Transportation, Transport Regulation and Dangerous Goods Section

Phone: (306)787-8540 or (306)787-2046

Fax: (306)787-3963

Permits do not relieve the permittee from responsibility for damage to any public improvement.

Note: For travel on municipal grid roads, contact the local Municipality Office for further information on load requirements.

Standard Over-Dimension Permit Requirements

<u>For Width</u>	<u>On Two Lane Highways:</u>	<u>On Multi Lane Highways:</u>
Exceeding 2.60 m (8'6")	<ul style="list-style-type: none"> Red flags on the extremities of the load that overhang the side or rear of the vehicle. 	<ul style="list-style-type: none"> Red flags on the extremities of the load that overhang the sides or rear of the vehicle.
Exceeding 3.05 m (10')	<ul style="list-style-type: none"> Signs required front and rear; In addition to the above. 	<ul style="list-style-type: none"> Signs required at the rear only. In addition to the above.
Exceeding 3.3 m (10'10")	<ul style="list-style-type: none"> A least one amber flashing or rotating beacon mounted on the truck ; In addition to the above. 	<ul style="list-style-type: none"> A minimum of one amber flashing or rotating beacon visible for 125m ; In addition to the above.
Width 2.60 m (8'6") to 5.0 m (16'4")	<ul style="list-style-type: none"> Escort vehicle required; if the load protrudes over centreline, load may be offset to avoid protrusion over centreline providing no axle or gross weight is exceeded. In addition to the above. 	<ul style="list-style-type: none"> Trail vehicle is required, if the load protrudes into inside driving lane; In addition to the above.
Width 4.3 m (14') to 5.0 m (16'4")	<ul style="list-style-type: none"> Where any axle or gross weight is 	<ul style="list-style-type: none"> All of the above.

exceeded, the load must be centered, an escort vehicle required in front; In addition to the above.

Width 5.0 m (16'4") or greater

- Two escort vehicles required; In addition to the above.

- Trail vehicle required rear only; sign required rear only

For Length

On Two Lane Highways:

On Multi Lane Highways:

Exceeding 25 m (82')

- Signs required at rear

Exceeding 27.5 m (90')

- A minimum of one amber flashing or rotating beacon. ; signs required at rear only

- N/A

Exceeding 30 m (98')

- A minimum of one flashing / rotating beacon , signs required at front and rear; trail vehicle is required

- N/A

Exceeding 36 m (118')

- All of the above.

A minimum of one amber flashing or rotating beacon ,signs required rear only; trail vehicle.

Self propelled vehicles (scrapers, dozers, loaders) do not require signs unless the width is 3.5 m (11'6") or greater.

Requirements for Night Travel

MAXIMUM DIMENSIONS FOR NIGHT TRAVEL:

Width 3.7 m (12')

Length 25.0 m (82') for semi trailer unit that has an overhang to a maximum of 3.0 m (9'10")

Height 4.9 m (16'1")

Length 29.0 m (95') for specialized hauling equipment

For Width

Exceeding 2.60 m (8'6")

- Marker lights on extremities of load that overhang the sides or rear of vehicle

Exceeding 3.05 m (10'0")

- Front requires reflectorized "D" or "WIDE LOAD" sign
- Rear requires lighted "D" or "WIDE LOAD" sign or amber flashing/rotating light if sign not lit.

Exceeding 3.3 m (10'10")

- A minimum of one amber flashing or rotating beacons visible for 125m ; in addition to the above.

Exceeding 3.7 m (12')

- No night travel

For Length

Exceeding 25.0 m (82) with overhang

- No night travel
- No night travel

Exceeding 3.0 m (9'10") overhang

For Height

Loaded height exceeding 2.4 m (7' 11")

- Red lights 100 mm (4") in diameter marking top rear of load

Height up to 4.9 m (16' 1")

- Subject to clearance of all structures

Height exceeding 4.9 m (16' 1")

- No night travel

Lighting requirements for Night Travel

- Amber lights 100 mm (4") marking load extremities, Front Corner Amber Lights 30 cm (12") above headlights of power unit, Sides Amber lights spaced not more than 8.0 m (26'3") apart, Rear Corner Red lights visible from side and rear
- Overhang Red clearance lights Trailer Extendible clearance lights
- All lights must be a

minimum of 10 cm in
diameter and of 32
candlepower

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Saskatchewan Highways and Transportation

Highway Traffic Board

MOTOR VEHICLE ACCIDENT REPORT FORM

GENERAL LOCATION DRIVER VEHICLE TRAILER (S) OCCUPANTS OF VEHICLE

ACCIDENT CASE NO. 868229

REPORT TYPE: 1. ORIGINAL, 2. CONTINUATION, 3. AMENDMENT

ORIGINAL ACCIDENT CASE NO.

REPORT STATUS: 1. COMPLETE, 2. INCOMPLETE, HIT AND RUN, 3. INCOMPLETE, OTHER

ACCIDENT SEVERITY: 1. PROPERTY DAMAGE, 2. PERSONAL INJURY, 3. FATAL

INCIDENT FILE NUMBER

DATE OF ACCIDENT: YEAR 92, MONTH 11, DAY 16, TIME 08:10

NUMBER OF VEHICLES INVOLVED: 10, NUMBER INJURED: 0, NUMBER KILLED: 0

SCENE VISITED: 1. YES, 2. NO

LEGAL SPEED ADVISORY SPEED: 0.910

TIME REPORTED: MONTH 11, DAY 16, HOUR 08, MIN 10

POLICE JURISDICTION: F1211612

OWNERS OF OTHER PROPERTY

TOTAL ESTIMATED DAMAGES: 1. \$0 TO \$500, 2. \$501 TO 1,000, 3. 1,001 TO 5,000, 4. 5,001 TO 10,000, 5. 10,001 TO 20,000, 6. 20,001 TO 30,000, 7. 30,001 TO 50,000, 8. OVER 50,000

ROAD AUTHORITY: 013

URBAN MUNICIPALITY: 01. STREET, 02. LANE / BACK ALLEY

PROVINCIAL HIGHWAYS: 13. RURAL / URBAN FREEWAY, 14. PROVINCIAL ROAD (RHO SERIES), 15. COMMUNITY ACCESS SERVICE ROAD / OTHER

RURAL MUNICIPALITIES: 03. DESIGNATED GRID ROAD, 07. RURAL MUNICIPAL ROAD

OTHER ROAD AUTHORITIES: 06. PRIVATE LAND / PARKING LOT, 09. INDIAN RESERVE, 10. NORTHERN FOREST ROADS, 11. FEDERAL / PROVINCIAL LANDS, 12. NOT KNOWN

URBAN LOCATION: VI - did not cause

STREET 1, BLOCK ADDRESS, STREET 2, URBAN GRID

HIGHWAY LOCATION: HIGHWAY NUMBER (S) 45-3, DISTRICT NO. 00.0

RURAL LOCATION: ROAD NO., TWP. NO., RANGE NO., SECTION NO., TOWN NO., RANGE NO., SECTION NO.

LOCATION DESCRIPTION: 4 1/4 miles south of MacRae on Hwy 45

DRIVER 1: VEHICLE LICENSE NO. 028881400, CLASS 1, PHOV. 1, ICAD. 1, SEX. M, VEH. NO. 08501652, DRIVER LICENSE NO. 08501652, CLASS. T, PHOV. 1, SEX. M

DRIVER 2: DRIVER NAME LAST: GREENWOOD, FIRST: Philip W., ADDRESS: 1233 Ave M 55, CITY: SASKATON, SK, PHONE NO. 241

DRIVER 3: DATE OF BIRTH: 16/01/25 M, SEX: M, HEIGHT: 170, HAIR: BRN, EYES: BRN, LICENSE CLASS: 03, 01, LICENSE PLATE NO.: M12A 790, PHOV. 03, SEX: M

DRIVER 4: DRIVER NAME LAST: AUTOSTAR MANUFACTURING, FIRST: P, ADDRESS: Box 159, Loreburn, SK, PHONE: 567-0164, PROVINCE: SK, LICENSE CLASS: 03, 01, LICENSE PLATE NO.: 05 05, PHOV. 03, SEX: M

INSURANCE COMPANY NAME (OUT OF PROVINCE ONLY): 2, TOTAL # OF AXLES: 2, DIRECTION OF TRAVEL: 5, NUMBER OF OCCUPANTS: 01

INSURANCE COMPANY NAME / LOCATION (OUT OF PROVINCE ONLY)

TRAILER 1: TRAILER NO. 1: AS ABOVE, OWNER NAME: To just weather, LICENSE PLATE NO., PROVINCE, TRAILER NO. 2, OWNER NAME, LICENSE PLATE NO., PROVINCE, OWNER ADDRESS, PROVINCE

INSURANCE COMPANY NAME / LOCATION (OUT OF PROVINCE ONLY)

DESCRIPTION OF ACCIDENT: V2 struck a 42 foot sweeper being pulled by V1.

ACCIDENT CONFIGURATION: SINGLE VEHICLE, MULTI VEHICLE

Diagram showing vehicle positions and directions of travel.

20	21	22	23	24	25	26	27	28	29	30	31
V2	b1	01	315	M	1	2	5	3	3	01	GREENWOOD Philip W
OCCUPANTS OF VEHICLE											

REPORT COMPLETED BY: OFFICER NAME AND RANK (PLEASE PRINT)

ENFORCEMENT AGENCY

CHECKED BY AND DATE SUBMITTED

S&I CLAIMS COPY

Registered Gross Vehicle Weights

Weights allowed on public highways are separate from the registered gross weight of a vehicle.

Vehicle registration relates specifically to **The Highway Traffic Act**. A heavy vehicle is usually registered to a specific weight determined by its business and the maximum weight it will generally carry. A registration fee is collected to reflect the relative damage to the highway system for operating at that registered weight. Despite gross weights allowed on a given highway, an operator cannot exceed the registered weight, which otherwise may result in a fine under **The Highway Traffic Act**.

Different classes of highways have different gross weight limits to reflect their design and the amount of pavement deterioration which can be accepted. Therefore, **no vehicle may exceed the weights specified for specific highways regardless of the registered weight of the vehicle**. Exceeding any maximum allowable weight (or dimension) may result in a fine under **The Highways and Transportation Act** or regulations.

Axle Group Loadings

The loading is 10 kg per mm (560 to per inch) width of tire as stamped by the manufacturer, to a maximum of 3,000 kg (6,600 lb). This is subject to any lower or higher axle weight in the regulations, such as the steering axle.

Tridem Axle Group Weights (**)	
Weight	Interaxle Spacing
24 000 kg	3.6 m - 3.7 m (11'8" - 12'1")
23 000 kg	3.0 m - 3.6 m (9'8" - 11'8")
21 000 kg	2.4 m - 3.0 m (7'8" - 9'8")

Interaxle Spacing
Maximum allowable weight for axle groups may depend on the following minimum distance requirements (interaxle spacing):

- 3.4 m (10'11") between two axles;
- 3.0 m (9'10") between a tandem axle group and a single axle;
- 6.0 m (19'4") between two tandem axle groups;
- 6.5 m (21'4") between a tandem axle and a tridem axle group;
- 6.0 m (19'5") between two tridem axle groups.

When the interaxle spacing is less than minimum, combined axle group weights apply.

Axle Group	Interaxle Spacing	Combined Weight
Two Singles	> 3.7 m	18 000 kg
	< 3.7 m - 3.4 m	14 500 kg
Single & Tandem	< 3 m - 2.5 m	24 500 kg
	< 2.5 m - 2 m	23 000 kg
	< 2 m	21 000 kg
Single & Tridem	< 5 m - 4 m	29 500 kg
	< 4 m - 3 m	26 000 kg
	< 3 m	24 000 kg
Tandem & Single Approved Dolly		23 000 kg
Tandem & Tandem	< 5 m - 3 m	30 500 kg
	< 3 m - 2 m	24 000 kg
	< 2 m	23 000 kg
Tandem & Tandem, End Dump Trailers - Mfr before Jan 89	< 5 m - 3.4 m	32 000 kg
	< 3.4 m - 3 m	30 000 kg
- Mfr after Dec 88	< 5 m - 4.5 m	32 000 kg
	< 4.5 m - 3 m	30 000 kg
Tandem & Tridem	< 5.5 m - 4.5 m	35 000 kg
	< 4.5 m - 3 m	30 000 kg
	< 3 m	24 000 kg
Tridem & Tridem	< 6 m - 5 m	40 000 kg
	< 5 m - 4 m	35 000 kg
	< 4 m - 3 m	32 000 kg
	< 3 m	28 000 kg

Winter Weight Season Exceptions
Winter weights do not apply on provincial highways and roads listed under "Winter Weights Not Allowed" on the map legend.

Exemptions
Weight regulations do not apply to:

- A public highway, other than a provincial highway, within an Urban Municipality, that has a population of 1000 or more.
- Farm equipment being used for a purpose directly related to farming.


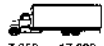





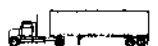
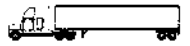
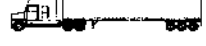

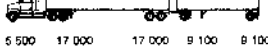
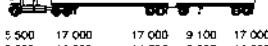
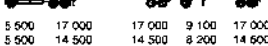
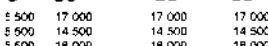
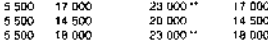
Dimension regulations apply only on provincial highways and provincial roads.

Local bylaws may govern vehicle weights and dimensions in urban municipalities with a population of more than 1,000.

Municipal Weight Limits
Weight limits on municipal highways are the same as those for secondary highways, including the winter season, unless restricted by the local municipality.

Gross Weight Chart

Subject to maximum tire loading, adequate axle spacing and proper tire size.

Truck Type	QWV
 Straight truck 2 axles	P 7 250 9 100 S 5 500 8 200 W-S 5 500 10 000 W-P 7 250 10 000
 Straight truck 3 axles	P 7 250 17 000 S 5 500 14 500 W-S 5 500 18 000 W-P 7 250 18 000
 Straight truck with tandem steering	P 13 600 17 000 S 11 000 14 500 W-S 11 000 18 000 W-P 13 600 18 000
 Truck & tandem pony	P 7 250 17 000 17 000 S 5 500 14 500 14 500 W-S 5 500 18 000 18 000 W-P 7 250 18 000 18 000
 Truck & tridem pony	P 7 250 17 000 21 000 S 5 500 14 500 20 000 W-S 5 500 18 000 21 000 W-P 7 250 18 000 21 000
 Truck & full trailer 5 axles	P 7 250 17 000 9 100 9 100 S 5 500 14 500 8 200 8 200 W-S 5 500 18 000 10 000 10 000 W-P 7 250 18 000 10 000 10 000
 Truck & full trailer 6 axles	P 7 250 17 000 9 100 17 000 S 5 500 14 500 8 200 14 500 W-S 5 500 18 000 10 000 18 000 W-P 7 250 18 000 10 000 18 000
 Tractor & semi-trailer 4 axles	P 5 500 9 100 17 000 S 5 500 8 200 14 500 W 5 500 10 000 18 000
 Tractor & semi-trailer 5 axles	P 5 500 17 000 17 000 S 5 500 14 500 14 500 W 5 500 18 000 18 000
 Tractor & semi-trailer 6 axles	P 5 500 17 000 24 000** S 5 500 14 500 20 000 W 5 500 18 000 24 000**
 A-C Train 6 axles	P 5 500 9 100 17 000 9 100 9 100 S 5 500 8 200 14 500 8 200 8 200 W 5 500 10 000 18 000 10 000 10 000
 A-C Train 7 axles	P 5 500 17 000 17 000 9 100 9 100 S 5 500 14 500 14 500 8 200 8 200 W 5 500 18 000 18 000 10 000 10 000
 A-C Train 8 axles	P 5 500 17 000 17 000 9 100 17 000 S 5 500 14 500 14 500 8 200 14 500 W 5 500 18 000 18 000 10 000 18 000
 C Train 8 axles with approved dolly	P 5 500 17 000 17 000 9 100 17 000 S 5 500 14 500 14 500 8 200 14 500 W 5 500 18 000 18 000 10 000 18 000
 B Train 7 axles	P 5 500 17 000 17 000 17 000 S 5 500 14 500 14 500 14 500 W 5 500 18 000 18 000 18 000
 B Train 8 axles	P 5 500 17 000 23 000** 17 000 S 5 500 14 500 20 000 14 500 W 5 500 18 000 23 000** 18 000

** Axle group weights vary according to axle spread. See Axle Group Loadings.
Lift axles are not recognized as a weight carrying axle in a tridem group.
P = Primary Highway Weights, S = Secondary Highway Weights
W = Winter Weights - Primary & Secondary Highway
The "Winter Weight" season is from December 1 to the last day of February in the following year.



Highways and
Transportation

Policy and Planning

Saskatchewan

9th Floor
1855 Victoria Avenue
Regina, Saskatchewan
S4P 3V5

(306) 787-4801 Phone
(306) 787-3963 Fax

Our File: FILENO

August 17, 2000

Mr. Philip Greenwood
317 Avenue P North
SASKATOON, SK S7L 2V7

Dear Sir:

I have been requested by Greg Gilks to respond to your request for information regarding Vehicle Weight & Dimension Regulations which were in effect in 1992 as they pertained to farm equipment being operated or towed on provincial highways.

In 1992 the regulations in effect were The Vehicle Weight & Dimension Regulations 1988. Section 5(2) of these regulations allowed farm equipment exceeding 2.6m (8'6") wide to be driven or towed on a provincial highway other than a designated highway without a permit between sunrise and sunset.

Section 5(1) of these regulations provided a list of the designated highways. Highway No. 45 is not identified as a designated highway on this list. Therefore, farm equipment could be operated or towed between sunrise and sunset without a permit on highway No. 45.

Under section 62(1) of the *Highway Traffic Act* in force on July 1, 1986 it states that "No person shall drive a vehicle during the period from one-half hour after sunset to one-half hour before sunrise or at any other time when conditions of poor visibility exist, unless lights as prescribed in the regulations are in operation".

For further information on Vehicle Equipment Regulations 1987 requirements as they pertain to lights, you may wish to contact Reg Common at Vehicle Standards Branch at 775-6109.

I hope this information is of assistance.

Sincerely,

A handwritten signature in black ink that reads "Bob Billington".

Bob Billington
Policy Advisor

bb/cmp

cc: Reg Common

Tpbr\pru\billinton\farm equipment in 1992



Herzberg Institute for Astrophysics

5051 - 11th Street, Victoria, BC, Canada

The Herzberg Institute of Astrophysics is the scientific institute within the National Research Council of Canada which has the mandate from Parliament to "operate and administer any astronomical observatories established or maintained by the Government of Canada" (NRC Act, R.S., c. N-15, s. 5.1(m), 1989).

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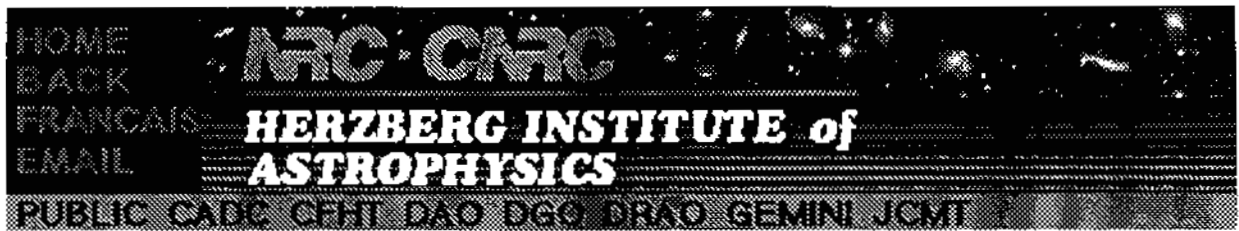
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Astronomical Services

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Explanation

Sunrise/Sunset & Moonrise/Moonset Tables

The rising and setting times given in these tables refer to the appearance and disappearance (respectively) of the upper limb of the sun (or moon) as observed at sea level on a refracted (apparent) sea horizon. Because of irregularities of terrain, these theoretical times will only approximate the rising and setting times observed on land, but they are important nonetheless in relation to safe driving practices (eg., headlights on after dark), aviation practices, hunting regulations, etc. Even on a perfect (sea) horizon, variations in the atmospheric temperature profile can cause the amount of atmospheric refraction of light to vary, such that observed rise and set times may deviate from the computed values by one or two minutes. Hence the rise and set times are only calculated to the nearest minute, based on average atmospheric refraction.

For mountain-top observatories, a correction is made to the sunrise/set and moonrise/set times for the dip of the horizon, which depends on the altitude of the site above the surroundings.

The SUNRISE-SUNSET table gives the following times for each day of the year:

LOCAL NOON occurs when the sun is due south, and highest in altitude above the horizon for that day. Local noon will generally differ from 12:00 because of 1) a longitude correction from the standard meridian of your time zone, and 2) the correction to sundial, due to the sun's non-uniform eastward motion along the ecliptic throughout the year (which in turn arises from the earth's orbit about the sun being slightly eccentric, and inclined to the earth's equator).

SUN RISE and SUN SET are the true rising and setting times.

TWILIGHT START and TWILIGHT END times are tabulated for both Civil Twilight (when the centre of the sun's disk is 6 degrees below the horizon) and Nautical Twilight, (sun 12 degrees below the horizon).

Note that for extreme northern (or southern) latitudes, on the summer solstice the sun will not set above latitude 65.7 degrees, and civil and nautical twilights will not end above latitudes 60.6 degrees and 54.6 degrees respectively. At the winter solstice, sunrise will not occur above latitude 67.4 degrees. In such seasons and circumstances, times are not given in the table.

For observatories, Astronomical Twilight (sun 18 degrees below the horizon) as well as Nautical Twilight are tabulated.

All the above values are tabulated in Standard Time; when Daylight Saving Time is in effect *one hour must be added to all the above times in the sunrise-sunset table*. Since 1987, Daylight Saving Time is observed from the *first* Sunday in April to the last Sunday in October.

HOURS OF ILLUMINATION gives for each day the duration of daylight hours from sunrise to sunset, and the duration of civil twilight (summed for morning and evening), when sky illumination is present, and their total. Totals for the year are given at the end of the table.

LST or Local Sidereal Time, is the right ascension on the meridian, i.e., the angle from the meridian, measured westward along the celestial equator, to the vernal equinox (the sun's position at the start of northern hemisphere spring). It is given for 00:00 standard time each day, and increases by 24 hours 03 minutes and 56 seconds for each 24 hours of solar (standard) time. Local Sidereal Time is used by observers of the night sky, as it measures the rotation of the earth relative to the fixed stars.

For intermediate latitudes, the times in the sunrise-sunset table for a given location repeat from year to year to within about 2 minutes. Hence, a sunrise-sunset table may be used for any year, within this accuracy.

The MOONRISE-MOONSET table, on the other hand, will be completely different from year to year. The phases are as seen from the earth's centre, and thus occur at the same instant (but different clock times) over the whole earth. The rise and set times depend on the observer's latitude and longitude. On the average, the moon rises (or sets) every 24 hours 49 minutes, so a rise or set does not always occur in a 24-hour day: a blank in the table indicates no rise or set on that calendar day. The tables also give (in parentheses) the azimuthal position on the horizon of the moon's rising and setting.

Sun Directions Tables

These tables provide information on the direction and length of the shadow cast by the sun at given times of the day, for the 21st day of each month. (It is near that day in June and December that the sun reaches its most extreme positions.) Data are listed for the standard time in the given time zone, and for standard time plus 1 hour (daylight savings time). The shadow direction, in the second to the last column, is measured from the North through East. The length of a shadow cast by any object is equal to the height of the object multiplied by the shadow length factor, tabulated in the last column. The angles are accurate to about 0.5 degrees, except when the sun is at the horizon where the accuracy decreases slightly due to atmospheric refraction, which is not taken into account in these calculations.

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

East Longitude- -106.630 Degrees, Latitude= 52.120 Degrees
 Time zone is CST which is Greenwich Time minus 6.0 hours.
 Correction from standard meridian: 66.52 minutes.

 *** Add one hour to all tabulated times when ***
 *** Daylight Saving Time is in effect. ***

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination			LST 00: hh
		Nautical	Civil				Civil	Nautical	Day	Sky	Total	
1	We Jan 1	7:51	8:35	9:15	13:10	17:05	17:45	18:29	7.82	1.36	9.2	5
2	Th Jan 2	7:51	8:35	9:15	13:10	17:06	17:46	18:30	7.84	1.35	9.2	5
3	Fr Jan 3	7:51	8:35	9:15	13:11	17:07	17:47	18:31	7.86	1.35	9.2	5
4	Sa Jan 4	7:51	8:34	9:15	13:11	17:08	17:49	18:32	7.89	1.35	9.2	5
5	Su Jan 5	7:51	8:34	9:15	13:12	17:09	17:50	18:33	7.91	1.35	9.3	5
6	Mo Jan 6	7:51	8:34	9:14	13:12	17:11	17:51	18:34	7.94	1.34	9.3	5
7	Tu Jan 7	7:50	8:34	9:14	13:13	17:12	17:52	18:35	7.97	1.34	9.3	5
8	We Jan 8	7:50	8:33	9:13	13:13	17:13	17:53	18:36	8.00	1.34	9.3	6
9	Th Jan 9	7:50	8:33	9:13	13:14	17:15	17:54	18:38	8.03	1.33	9.4	6
10	Fr Jan 10	7:49	8:32	9:12	13:14	17:16	17:56	18:39	8.06	1.33	9.4	6
11	Sa Jan 11	7:49	8:32	9:12	13:14	17:17	17:57	18:40	8.10	1.32	9.4	6
12	Su Jan 12	7:49	8:31	9:11	13:15	17:19	17:58	18:41	8.13	1.32	9.5	6
13	Mo Jan 13	7:48	8:31	9:10	13:15	17:20	18:00	18:43	8.17	1.32	9.5	6
14	Tu Jan 14	7:48	8:30	9:09	13:15	17:22	18:01	18:44	8.21	1.31	9.5	6
15	We Jan 15	7:47	8:29	9:09	13:16	17:23	18:03	18:45	8.25	1.31	9.6	6
16	Th Jan 16	7:46	8:29	9:08	13:16	17:25	18:04	18:47	8.29	1.30	9.6	6
17	Fr Jan 17	7:46	8:28	9:07	13:17	17:27	18:06	18:48	8.33	1.30	9.6	6
18	Sa Jan 18	7:45	8:27	9:06	13:17	17:28	18:07	18:49	8.37	1.29	9.7	6
19	Su Jan 19	7:44	8:26	9:05	13:17	17:30	18:09	18:51	8.42	1.29	9.7	6
20	Mo Jan 20	7:43	8:25	9:04	13:17	17:32	18:10	18:52	8.47	1.28	9.7	6
21	Tu Jan 21	7:42	8:24	9:03	13:18	17:33	18:12	18:54	8.51	1.28	9.6	6
22	We Jan 22	7:41	8:23	9:01	13:18	17:35	18:13	18:55	8.56	1.27	9.8	6
23	Th Jan 23	7:41	8:22	9:00	13:18	17:37	18:15	18:57	8.61	1.27	9.9	7
24	Fr Jan 24	7:40	8:21	8:59	13:19	17:39	18:17	18:58	8.66	1.26	9.9	7
25	Sa Jan 25	7:38	8:20	8:58	13:19	17:40	18:18	19:00	8.71	1.26	10.0	7
26	Su Jan 26	7:37	8:19	8:56	13:19	17:42	18:20	19:01	8.76	1.25	10.0	7
27	Mo Jan 27	7:36	8:18	8:55	13:19	17:44	18:21	19:03	8.82	1.25	10.1	7
28	Tu Jan 28	7:35	8:16	8:54	13:19	17:46	18:23	19:04	8.87	1.25	10.1	7
29	We Jan 29	7:34	8:15	8:52	13:20	17:48	18:25	19:06	8.92	1.24	10.2	7
30	Th Jan 30	7:33	8:14	8:51	13:20	17:49	18:27	19:08	8.98	1.24	10.2	7
31	Fr Jan 31	7:31	8:12	8:49	13:20	17:51	18:28	19:09	9.04	1.23	10.3	7
32	Sa Feb 1	7:30	8:11	8:48	13:20	17:53	18:30	19:11	9.09	1.23	10.3	7
33	Su Feb 2	7:29	8:09	8:46	13:20	17:55	18:32	19:12	9.15	1.22	10.4	7
34	Mo Feb 3	7:27	8:08	8:44	13:20	17:57	18:33	19:14	9.21	1.22	10.4	7
35	Tu Feb 4	7:26	8:06	8:43	13:20	17:59	18:35	19:16	9.27	1.21	10.5	7
36	We Feb 5	7:24	8:05	8:41	13:21	18:01	18:37	19:17	9.33	1.21	10.5	7
37	Th Feb 6	7:23	8:03	8:39	13:21	18:02	18:39	19:19	9.39	1.20	10.6	7
38	Fr Feb 7	7:21	8:02	8:38	13:21	18:04	18:40	19:21	9.45	1.20	10.6	7
39	Sa Feb 8	7:20	8:00	8:36	13:21	18:06	18:42	19:22	9.51	1.20	10.7	8
40	Su Feb 9	7:18	7:58	8:34	13:21	18:08	18:44	19:24	9.57	1.19	10.8	8
41	Mo Feb 10	7:17	7:57	8:32	13:21	18:10	18:46	19:26	9.63	1.19	10.8	8
42	Tu Feb 11	7:15	7:55	8:30	13:21	18:12	18:47	19:27	9.69	1.18	10.9	8
43	We Feb 12	7:13	7:53	8:29	13:21	18:14	18:49	19:29	9.75	1.18	10.9	8
44	Th Feb 13	7:12	7:51	8:27	13:21	18:16	18:51	19:31	9.82	1.18	11.0	8
45	Fr Feb 14	7:10	7:50	8:25	13:21	18:18	18:53	19:32	9.88	1.17	11.1	8
46	Sa Feb 15	7:08	7:48	8:23	13:21	18:19	18:54	19:34	9.94	1.17	11.1	8

47	Su	Feb	16	7:06	7:46	8:21	13:21	18:21	18:56	19:36	10.01	1.17	11.2	8
48	Mo	Feb	17	7:04	7:44	8:19	13:21	18:23	18:58	19:38	10.07	1.16	11.2	8
49	Tu	Feb	18	7:03	7:42	8:17	13:20	18:25	19:00	19:39	10.14	1.16	11.3	8
50	We	Feb	19	7:01	7:40	8:15	13:20	18:27	19:02	19:41	10.20	1.16	11.4	8
51	Th	Feb	20	6:59	7:38	8:13	13:20	18:29	19:03	19:43	10.27	1.15	11.4	8
52	Fr	Feb	21	6:57	7:36	8:11	13:20	18:31	19:05	19:44	10.33	1.15	11.5	8
53	Sa	Feb	22	6:55	7:34	8:09	13:20	18:32	19:07	19:46	10.40	1.15	11.5	8
54	Su	Feb	23	6:53	7:32	8:06	13:20	18:34	19:09	19:48	10.46	1.15	11.6	9
55	Mo	Feb	24	6:51	7:30	8:04	13:20	18:36	19:10	19:50	10.53	1.14	11.7	9
56	Tu	Feb	25	6:49	7:28	8:02	13:20	18:38	19:12	19:51	10.60	1.14	11.7	9
57	We	Feb	26	6:47	7:26	8:00	13:19	18:40	19:14	19:53	10.66	1.14	11.8	9
58	Th	Feb	27	6:45	7:24	7:58	13:19	18:42	19:16	19:55	10.73	1.14	11.9	9

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination			LST 00: hh		
		Nautical	Civil				Civil	Nautical	Day	Sky	Total			
59	Fr	Feb	28	6:43	7:22	7:56	13:19	18:43	19:17	19:57	10.79	1.13	11.9	9
60	Sa	Feb	29	6:41	7:20	7:54	13:19	18:45	19:19	19:58	10.86	1.13	12.0	9
61	Su	Mar	1	6:38	7:17	7:51	13:19	18:47	19:21	20:00	10.93	1.13	12.1	9
62	Mo	Mar	2	6:36	7:15	7:49	13:19	18:49	19:23	20:02	11.00	1.13	12.1	9
63	Tu	Mar	3	6:34	7:13	7:47	13:18	18:51	19:25	20:04	11.06	1.13	12.2	9
64	We	Mar	4	6:32	7:11	7:45	13:18	18:52	19:26	20:06	11.13	1.13	12.3	9
65	Th	Mar	5	6:30	7:09	7:42	13:18	18:54	19:28	20:07	11.20	1.13	12.3	9
66	Fr	Mar	6	6:27	7:07	7:40	13:18	18:56	19:30	20:09	11.26	1.12	12.4	9
67	Sa	Mar	7	6:25	7:04	7:38	13:17	18:58	19:32	20:11	11.33	1.12	12.5	9
68	Su	Mar	8	6:23	7:02	7:36	13:17	19:00	19:33	20:13	11.40	1.12	12.5	9
69	Mo	Mar	9	6:21	7:00	7:33	13:17	19:01	19:35	20:14	11.47	1.12	12.6	10
70	Tu	Mar	10	6:18	6:57	7:31	13:17	19:03	19:37	20:16	11.53	1.12	12.7	10
71	We	Mar	11	6:16	6:55	7:29	13:16	19:05	19:39	20:18	11.60	1.12	12.7	10
72	Th	Mar	12	6:14	6:53	7:27	13:16	19:07	19:40	20:20	11.67	1.12	12.8	10
73	Fr	Mar	13	6:11	6:51	7:24	13:16	19:08	19:42	20:22	11.74	1.12	12.9	10
74	Sa	Mar	14	6:09	6:48	7:22	13:16	19:10	19:44	20:24	11.81	1.12	12.9	10
75	Su	Mar	15	6:07	6:46	7:20	13:15	19:12	19:46	20:25	11.87	1.12	13.0	10
76	Mo	Mar	16	6:04	6:44	7:17	13:15	19:14	19:47	20:27	11.94	1.12	13.1	10
77	Tu	Mar	17	6:02	6:41	7:15	13:15	19:15	19:49	20:29	12.01	1.12	13.1	10
78	We	Mar	18	5:59	6:39	7:13	13:14	19:17	19:51	20:31	12.08	1.12	13.2	10
79	Th	Mar	19	5:57	6:37	7:10	13:14	19:19	19:53	20:33	12.14	1.12	13.3	10
80	Fr	Mar	20	5:54	6:34	7:08	13:14	19:21	19:55	20:35	12.21	1.13	13.3	10
81	Sa	Mar	21	5:52	6:32	7:06	13:14	19:22	19:56	20:36	12.28	1.13	13.4	10
82	Su	Mar	22	5:49	6:30	7:03	13:13	19:24	19:58	20:38	12.35	1.13	13.5	10
83	Mo	Mar	23	5:47	6:27	7:01	13:13	19:26	20:00	20:40	12.41	1.13	13.5	10
84	Tu	Mar	24	5:44	6:25	6:59	13:13	19:28	20:02	20:42	12.48	1.13	13.6	11
85	We	Mar	25	5:42	6:22	6:56	13:12	19:29	20:03	20:44	12.55	1.13	13.7	11
86	Th	Mar	26	5:39	6:20	6:54	13:12	19:31	20:05	20:46	12.62	1.13	13.8	11
87	Fr	Mar	27	5:37	6:18	6:52	13:12	19:33	20:07	20:48	12.69	1.14	13.8	11
88	Sa	Mar	28	5:34	6:15	6:49	13:11	19:35	20:09	20:50	12.75	1.14	13.9	11
89	Su	Mar	29	5:32	6:13	6:47	13:11	19:36	20:11	20:52	12.82	1.14	14.0	11
90	Mo	Mar	30	5:29	6:11	6:45	13:11	19:38	20:12	20:54	12.89	1.14	14.0	11
91	Tu	Mar	31	5:27	6:08	6:42	13:11	19:40	20:14	20:56	12.95	1.15	14.1	11
92	We	Apr	1	5:24	6:06	6:40	13:10	19:41	20:16	20:58	13.02	1.15	14.2	11
93	Th	Apr	2	5:22	6:03	6:38	13:10	19:43	20:18	21:00	13.09	1.15	14.2	11
94	Fr	Apr	3	5:19	6:01	6:36	13:10	19:45	20:20	21:02	13.16	1.15	14.3	11
95	Sa	Apr	4	5:16	5:59	6:33	13:09	19:47	20:21	21:04	13.22	1.16	14.4	11
96	Su	Apr	5	5:14	5:56	6:31	13:09	19:48	20:23	21:06	13.29	1.16	14.5	11
97	Mo	Apr	6	5:11	5:54	6:29	13:09	19:50	20:25	21:08	13.36	1.16	14.5	11
98	Tu	Apr	7	5:09	5:51	6:26	13:09	19:52	20:27	21:10	13.42	1.17	14.6	11
99	We	Apr	8	5:06	5:49	6:24	13:08	19:53	20:29	21:12	13.49	1.17	14.7	12
100	Th	Apr	9	5:03	5:47	6:22	13:08	19:55	20:31	21:14	13.56	1.18	14.7	12
101	Fr	Apr	10	5:01	5:44	6:20	13:08	19:57	20:32	21:16	13.62	1.18	14.8	12
102	Sa	Apr	11	4:58	5:42	6:17	13:07	19:59	20:34	21:18	13.69	1.18	14.9	12

103	Su	Apr	12	4:56	5:40	6:15	13:07	20:00	20:36	21:20	13.75	1.19	14.9	12
104	Mo	Apr	13	4:53	5:37	6:13	13:07	20:02	20:38	21:23	13.82	1.19	15.0	12
105	Tu	Apr	14	4:50	5:35	6:11	13:07	20:04	20:40	21:25	13.88	1.20	15.1	12
106	We	Apr	15	4:48	5:33	6:09	13:06	20:05	20:42	21:27	13.95	1.20	15.2	12
107	Th	Apr	16	4:45	5:30	6:06	13:06	20:07	20:44	21:29	14.01	1.21	15.2	12
108	Fr	Apr	17	4:42	5:28	6:04	13:06	20:09	20:45	21:31	14.08	1.21	15.3	12
109	Sa	Apr	18	4:40	5:26	6:02	13:06	20:11	20:47	21:33	14.14	1.22	15.4	12
110	Su	Apr	19	4:37	5:23	6:00	13:06	20:12	20:49	21:36	14.21	1.22	15.4	12
111	Mo	Apr	20	4:35	5:21	5:58	13:05	20:14	20:51	21:38	14.27	1.23	15.5	12
112	Tu	Apr	21	4:32	5:19	5:56	13:05	20:16	20:53	21:40	14.34	1.24	15.6	12
113	We	Apr	22	4:29	5:16	5:54	13:05	20:17	20:55	21:42	14.40	1.24	15.6	12
114	Th	Apr	23	4:27	5:14	5:51	13:05	20:19	20:57	21:45	14.46	1.25	15.7	12
115	Fr	Apr	24	4:24	5:12	5:49	13:05	20:21	20:59	21:47	14.52	1.26	15.8	13
116	Sa	Apr	25	4:21	5:10	5:47	13:04	20:23	21:01	21:49	14.59	1.26	15.8	13

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of			LST 00: hh		
		Nautical	Civil				Civil	Nautical	Day	Sky	Total			
117	Su	Apr	26	4:19	5:07	5:45	13:04	20:24	21:02	21:52	14.65	1.27	15.9	13
118	Mo	Apr	27	4:16	5:05	5:43	13:04	20:26	21:04	21:54	14.71	1.27	16.0	13
119	Tu	Apr	28	4:13	5:03	5:41	13:04	20:28	21:06	21:56	14.77	1.28	16.1	13
120	We	Apr	29	4:11	5:01	5:39	13:04	20:29	21:08	21:59	14.83	1.29	16.1	13
121	Th	Apr	30	4:08	4:59	5:37	13:04	20:31	21:10	22:01	14.89	1.30	16.2	13
122	Fr	May	1	4:06	4:57	5:36	13:04	20:33	21:12	22:03	14.95	1.30	16.3	13
123	Sa	May	2	4:03	4:54	5:34	13:03	20:34	21:14	22:06	15.01	1.31	16.3	13
124	Su	May	3	4:01	4:52	5:32	13:03	20:36	21:16	22:08	15.07	1.32	16.4	13
125	Mo	May	4	3:58	4:50	5:30	13:03	20:38	21:18	22:10	15.13	1.33	16.5	13
126	Tu	May	5	3:55	4:48	5:28	13:03	20:39	21:20	22:13	15.19	1.33	16.5	13
127	We	May	6	3:53	4:46	5:26	13:03	20:41	21:21	22:15	15.25	1.34	16.6	13
128	Th	May	7	3:50	4:44	5:24	13:03	20:43	21:23	22:18	15.30	1.35	16.7	13
129	Fr	May	8	3:48	4:42	5:23	13:03	20:44	21:25	22:20	15.36	1.36	16.7	13
130	Sa	May	9	3:45	4:40	5:21	13:03	20:46	21:27	22:23	15.41	1.37	16.8	14
131	Su	May	10	3:43	4:38	5:19	13:03	20:48	21:29	22:25	15.47	1.38	16.8	14
132	Mo	May	11	3:40	4:36	5:18	13:03	20:49	21:31	22:28	15.52	1.38	16.9	14
133	Tu	May	12	3:38	4:34	5:16	13:03	20:51	21:33	22:30	15.58	1.39	17.0	14
134	We	May	13	3:35	4:33	5:14	13:03	20:52	21:34	22:32	15.63	1.40	17.0	14
135	Th	May	14	3:33	4:31	5:13	13:03	20:54	21:36	22:35	15.68	1.41	17.1	14
136	Fr	May	15	3:30	4:29	5:11	13:03	20:55	21:38	22:37	15.73	1.42	17.2	14
137	Sa	May	16	3:28	4:27	5:10	13:03	20:57	21:40	22:40	15.78	1.43	17.2	14
138	Su	May	17	3:26	4:26	5:08	13:03	20:58	21:42	22:42	15.83	1.44	17.3	14
139	Mo	May	18	3:23	4:24	5:07	13:03	21:00	21:43	22:45	15.88	1.44	17.3	14
140	Tu	May	19	3:21	4:22	5:06	13:03	21:01	21:45	22:47	15.93	1.45	17.4	14
141	We	May	20	3:19	4:21	5:04	13:03	21:03	21:47	22:49	15.97	1.46	17.4	14
142	Th	May	21	3:16	4:19	5:03	13:03	21:04	21:48	22:52	16.02	1.47	17.5	14
143	Fr	May	22	3:14	4:17	5:02	13:03	21:06	21:50	22:54	16.06	1.48	17.5	14
144	Sa	May	23	3:12	4:16	5:01	13:03	21:07	21:52	22:57	16.11	1.49	17.6	14
145	Su	May	24	3:10	4:15	4:59	13:03	21:08	21:53	22:59	16.15	1.50	17.6	15
146	Mo	May	25	3:08	4:13	4:58	13:03	21:10	21:55	23:01	16.19	1.50	17.7	15
147	Tu	May	26	3:06	4:12	4:57	13:04	21:11	21:56	23:03	16.23	1.51	17.7	15
148	We	May	27	3:04	4:11	4:56	13:04	21:12	21:58	23:06	16.27	1.52	17.8	15
149	Th	May	28	3:02	4:09	4:55	13:04	21:13	21:59	23:08	16.31	1.53	17.8	15
150	Fr	May	29	3:00	4:08	4:54	13:04	21:15	22:01	23:10	16.34	1.54	17.9	15
151	Sa	May	30	2:58	4:07	4:53	13:04	21:16	22:02	23:12	16.38	1.55	17.9	15
152	Su	May	31	2:56	4:06	4:52	13:04	21:17	22:04	23:14	16.41	1.55	18.0	15
153	Mo	Jun	1	2:54	4:05	4:51	13:04	21:18	22:05	23:16	16.44	1.56	18.0	15
154	Tu	Jun	2	2:52	4:04	4:51	13:05	21:19	22:06	23:18	16.47	1.57	18.0	15
155	We	Jun	3	2:51	4:03	4:50	13:05	21:20	22:08	23:20	16.50	1.57	18.1	15
156	Th	Jun	4	2:49	4:02	4:49	13:05	21:21	22:09	23:22	16.53	1.58	18.1	15
157	Fr	Jun	5	2:48	4:01	4:49	13:05	21:22	22:10	23:24	16.56	1.59	18.1	15
158	Sa	Jun	6	2:46	4:00	4:48	13:05	21:23	22:11	23:26	16.59	1.59	18.2	15

159	Su	Jun	7	2:45	4:00	4:48	13:05	21:24	22:12	23:27	16.61	1.60	18.2	15
160	Mo	Jun	8	2:44	3:59	4:47	13:06	21:25	22:13	23:29	16.63	1.61	18.2	16
161	Tu	Jun	9	2:42	3:58	4:47	13:06	21:26	22:14	23:30	16.65	1.61	18.3	16
162	We	Jun	10	2:41	3:58	4:46	13:06	21:26	22:15	23:32	16.67	1.61	18.3	16
163	Th	Jun	11	2:40	3:57	4:46	13:06	21:27	22:16	23:33	16.68	1.62	18.3	16
164	Fr	Jun	12	2:40	3:57	4:46	13:06	21:28	22:16	23:34	16.70	1.62	18.3	16
165	Sa	Jun	13	2:39	3:57	4:45	13:07	21:28	22:17	23:35	16.71	1.63	18.3	16
166	Su	Jun	14	2:38	3:56	4:45	13:07	21:29	22:18	23:36	16.72	1.63	18.4	16
167	Mo	Jun	15	2:38	3:56	4:45	13:07	21:29	22:18	23:37	16.73	1.63	18.4	16
168	Tu	Jun	16	2:37	3:56	4:45	13:07	21:30	22:19	23:38	16.74	1.63	18.4	16
169	We	Jun	17	2:37	3:56	4:45	13:08	21:30	22:19	23:39	16.75	1.64	18.4	16
170	Th	Jun	18	2:37	3:56	4:45	13:08	21:30	22:20	23:39	16.75	1.64	18.4	16
171	Fr	Jun	19	2:37	3:56	4:45	13:08	21:31	22:20	23:39	16.76	1.64	18.4	16
172	Sa	Jun	20	2:37	3:56	4:45	13:08	21:31	22:20	23:40	16.76	1.64	18.4	16
173	Su	Jun	21	2:37	3:57	4:46	13:08	21:31	22:20	23:40	16.76	1.64	18.4	16
174	Mo	Jun	22	2:37	3:57	4:46	13:09	21:31	22:20	23:40	16.76	1.64	18.4	16

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination		LST 00: hh			
		Nautical	Civil				Civil	Nautical	Day Sky	Total				
175	Tu	Jun	23	2:38	3:57	4:46	13:09	21:31	22:20	23:40	16.75	1.64	18.4	17
176	We	Jun	24	2:38	3:57	4:47	13:09	21:31	22:20	23:40	16.75	1.64	18.4	17
177	Th	Jun	25	2:39	3:58	4:47	13:09	21:31	22:20	23:39	16.74	1.63	18.4	17
178	Fr	Jun	26	2:40	3:58	4:47	13:09	21:31	22:20	23:39	16.73	1.63	18.4	17
179	Sa	Jun	27	2:41	3:59	4:48	13:10	21:31	22:20	23:38	16.72	1.63	18.3	17
180	Su	Jun	28	2:42	4:00	4:49	13:10	21:31	22:20	23:37	16.71	1.63	18.3	17
181	Mo	Jun	29	2:43	4:00	4:49	13:10	21:31	22:19	23:37	16.69	1.62	18.3	17
182	Tu	Jun	30	2:44	4:01	4:50	13:10	21:30	22:19	23:36	16.68	1.62	18.3	17
183	We	Jul	1	2:45	4:02	4:50	13:10	21:30	22:18	23:35	16.66	1.61	18.3	17
184	Th	Jul	2	2:47	4:03	4:51	13:11	21:30	22:18	23:34	16.64	1.61	18.3	17
185	Fr	Jul	3	2:48	4:04	4:52	13:11	21:29	22:17	23:32	16.62	1.60	18.2	17
186	Sa	Jul	4	2:50	4:05	4:53	13:11	21:29	22:17	23:31	16.60	1.60	18.2	17
187	Su	Jul	5	2:51	4:06	4:54	13:11	21:28	22:16	23:30	16.58	1.59	18.2	17
188	Mo	Jul	6	2:53	4:07	4:55	13:11	21:28	22:15	23:28	16.55	1.59	18.1	17
189	Tu	Jul	7	2:55	4:08	4:56	13:12	21:27	22:14	23:27	16.52	1.58	18.1	17
190	We	Jul	8	2:57	4:09	4:57	13:12	21:26	22:13	23:25	16.50	1.57	18.1	17
191	Th	Jul	9	2:59	4:10	4:58	13:12	21:25	22:12	23:24	16.47	1.57	18.0	18
192	Fr	Jul	10	3:01	4:12	4:59	13:12	21:25	22:11	23:22	16.43	1.56	18.0	18
193	Sa	Jul	11	3:03	4:13	5:00	13:12	21:24	22:10	23:20	16.40	1.55	18.0	18
194	Su	Jul	12	3:05	4:14	5:01	13:12	21:23	22:09	23:18	16.37	1.54	17.9	18
195	Mo	Jul	13	3:07	4:16	5:02	13:12	21:22	22:08	23:16	16.33	1.54	17.9	18
196	Tu	Jul	14	3:09	4:17	5:03	13:12	21:21	22:07	23:14	16.30	1.53	17.8	18
197	We	Jul	15	3:11	4:19	5:04	13:13	21:20	22:05	23:12	16.26	1.52	17.8	18
198	Th	Jul	16	3:13	4:20	5:06	13:13	21:19	22:04	23:10	16.22	1.51	17.7	18
199	Fr	Jul	17	3:16	4:22	5:07	13:13	21:18	22:03	23:08	16.18	1.50	17.7	18
200	Sa	Jul	18	3:18	4:23	5:08	13:13	21:17	22:01	23:06	16.14	1.49	17.6	18
201	Su	Jul	19	3:20	4:25	5:09	13:13	21:15	22:00	23:04	16.10	1.49	17.6	18
202	Mo	Jul	20	3:22	4:26	5:11	13:13	21:14	21:58	23:01	16.05	1.48	17.5	18
203	Tu	Jul	21	3:25	4:28	5:12	13:13	21:13	21:57	22:59	16.01	1.47	17.5	18
204	We	Jul	22	3:27	4:30	5:14	13:13	21:11	21:55	22:57	15.96	1.46	17.4	18
205	Th	Jul	23	3:30	4:31	5:15	13:13	21:10	21:53	22:55	15.92	1.45	17.4	18
206	Fr	Jul	24	3:32	4:33	5:16	13:13	21:09	21:52	22:52	15.87	1.44	17.3	18
207	Sa	Jul	25	3:34	4:35	5:18	13:13	21:07	21:50	22:50	15.82	1.43	17.3	18
208	Su	Jul	26	3:37	4:36	5:19	13:13	21:06	21:48	22:48	15.77	1.43	17.2	18
209	Mo	Jul	27	3:39	4:38	5:21	13:13	21:04	21:47	22:45	15.72	1.42	17.1	18
210	Tu	Jul	28	3:41	4:40	5:22	13:13	21:03	21:45	22:43	15.67	1.41	17.1	18
211	We	Jul	29	3:44	4:42	5:24	13:13	21:01	21:43	22:40	15.62	1.40	17.0	18
212	Th	Jul	30	3:46	4:43	5:25	13:13	20:59	21:41	22:38	15.57	1.39	17.0	18
213	Fr	Jul	31	3:49	4:45	5:27	13:13	20:58	21:39	22:35	15.52	1.38	16.9	18
214	Sa	Aug	1	3:51	4:47	5:28	13:13	20:56	21:37	22:33	15.46	1.37	16.8	18

215	Su	Aug	2	3:53	4:49	5:30	13:13	20:54	21:35	22:30	15.41	1.37	16.8	19
216	Mo	Aug	3	3:56	4:51	5:32	13:13	20:53	21:33	22:28	15.35	1.36	16.7	19
217	Tu	Aug	4	3:58	4:52	5:33	13:13	20:51	21:31	22:25	15.30	1.35	16.6	19
218	We	Aug	5	4:00	4:54	5:35	13:12	20:49	21:29	22:23	15.24	1.34	16.6	19
219	Th	Aug	6	4:03	4:56	5:36	13:12	20:47	21:27	22:20	15.18	1.33	16.5	19
220	Fr	Aug	7	4:05	4:58	5:38	13:12	20:45	21:25	22:17	15.13	1.33	16.5	19
221	Sa	Aug	8	4:07	5:00	5:39	13:12	20:44	21:23	22:15	15.07	1.32	16.4	20
222	Su	Aug	9	4:10	5:02	5:41	13:12	20:42	21:21	22:12	15.01	1.31	16.3	20
223	Mo	Aug	10	4:12	5:03	5:43	13:12	20:40	21:19	22:10	14.95	1.30	16.3	20
224	Tu	Aug	11	4:14	5:05	5:44	13:12	20:38	21:17	22:07	14.89	1.30	16.2	20
225	We	Aug	12	4:17	5:07	5:46	13:11	20:36	21:14	22:04	14.83	1.29	16.1	20
226	Th	Aug	13	4:19	5:09	5:48	13:11	20:34	21:12	22:02	14.77	1.28	16.1	20
227	Fr	Aug	14	4:21	5:11	5:49	13:11	20:32	21:10	21:59	14.71	1.28	16.0	20
228	Sa	Aug	15	4:24	5:13	5:51	13:11	20:30	21:08	21:56	14.65	1.27	15.9	20
229	Su	Aug	16	4:26	5:14	5:52	13:11	20:28	21:06	21:54	14.59	1.26	15.9	20
230	Mo	Aug	17	4:28	5:16	5:54	13:10	20:26	21:03	21:51	14.53	1.26	15.8	20
231	Tu	Aug	18	4:30	5:18	5:56	13:10	20:24	21:01	21:49	14.47	1.25	15.7	20
232	We	Aug	19	4:32	5:20	5:57	13:10	20:22	20:59	21:46	14.40	1.24	15.6	20

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination			LST hh
		Nautical	Civil				Civil	Nautical	Day	Sky	Total	
233	Th Aug 20	4:35	5:22	5:59	13:10	20:19	20:56	21:43	14.34	1.24	15.6	20
234	Fr Aug 21	4:37	5:24	6:01	13:09	20:17	20:54	21:41	14.28	1.23	15.5	20
235	Sa Aug 22	4:39	5:25	6:02	13:09	20:15	20:52	21:38	14.21	1.23	15.4	20
236	Su Aug 23	4:41	5:27	6:04	13:09	20:13	20:49	21:35	14.15	1.22	15.4	21
237	Mo Aug 24	4:43	5:29	6:06	13:09	20:11	20:47	21:33	14.09	1.21	15.3	21
238	Tu Aug 25	4:45	5:31	6:07	13:08	20:09	20:45	21:30	14.02	1.21	15.2	21
239	We Aug 26	4:47	5:33	6:09	13:08	20:06	20:42	21:27	13.96	1.20	15.2	21
240	Th Aug 27	4:49	5:34	6:10	13:08	20:04	20:40	21:25	13.90	1.20	15.1	21
241	Fr Aug 28	4:52	5:36	6:12	13:08	20:02	20:38	21:22	13.83	1.19	15.0	21
242	Sa Aug 29	4:54	5:38	6:14	13:07	20:00	20:35	21:19	13.77	1.19	15.0	21
243	Su Aug 30	4:56	5:40	6:15	13:07	19:57	20:33	21:17	13.70	1.19	14.9	21
244	Mo Aug 31	4:58	5:41	6:17	13:07	19:55	20:31	21:14	13.64	1.18	14.8	21
245	Tu Sep 1	5:00	5:43	6:19	13:06	19:53	20:28	21:11	13.57	1.18	14.7	21
246	We Sep 2	5:02	5:45	6:20	13:06	19:51	20:26	21:09	13.51	1.17	14.7	21
247	Th Sep 3	5:04	5:47	6:22	13:06	19:48	20:23	21:06	13.44	1.17	14.6	21
248	Fr Sep 4	5:06	5:49	6:24	13:05	19:46	20:21	21:04	13.38	1.17	14.5	21
249	Sa Sep 5	5:08	5:50	6:25	13:05	19:44	20:19	21:01	13.31	1.16	14.5	21
250	Su Sep 6	5:10	5:52	6:27	13:05	19:41	20:16	20:58	13.24	1.16	14.4	21
251	Mo Sep 7	5:11	5:54	6:28	13:04	19:39	20:14	20:56	13.18	1.16	14.3	21
252	Tu Sep 8	5:13	5:55	6:30	13:04	19:37	20:11	20:53	13.11	1.15	14.3	22
253	We Sep 9	5:15	5:57	6:32	13:04	19:34	20:09	20:51	13.05	1.15	14.2	22
254	Th Sep 10	5:17	5:59	6:33	13:03	19:32	20:06	20:48	12.98	1.15	14.1	22
255	Fr Sep 11	5:19	6:01	6:35	13:03	19:30	20:04	20:45	12.91	1.14	14.1	22
256	Sa Sep 12	5:21	6:02	6:37	13:03	19:27	20:02	20:43	12.85	1.14	14.0	22
257	Su Sep 13	5:23	6:04	6:38	13:02	19:25	19:59	20:40	12.78	1.14	13.9	22
258	Mo Sep 14	5:25	6:06	6:40	13:02	19:23	19:57	20:38	12.71	1.14	13.9	22
259	Tu Sep 15	5:27	6:07	6:42	13:02	19:20	19:54	20:35	12.65	1.13	13.8	22
260	We Sep 16	5:28	6:09	6:43	13:01	19:18	19:52	20:33	12.58	1.13	13.7	22
261	Th Sep 17	5:30	6:11	6:45	13:01	19:16	19:50	20:30	12.51	1.13	13.6	22
262	Fr Sep 18	5:32	6:13	6:47	13:00	19:13	19:47	20:28	12.45	1.13	13.6	22
263	Sa Sep 19	5:34	6:14	6:48	13:00	19:11	19:45	20:25	12.38	1.13	13.5	22
264	Su Sep 20	5:36	6:16	6:50	13:00	19:09	19:42	20:23	12.31	1.13	13.4	22
265	Mo Sep 21	5:37	6:18	6:51	12:59	19:06	19:40	20:20	12.25	1.13	13.4	22
266	Tu Sep 22	5:39	6:19	6:53	12:59	19:04	19:38	20:18	12.18	1.12	13.3	22
267	We Sep 23	5:41	6:21	6:55	12:59	19:02	19:35	20:15	12.11	1.12	13.2	23
268	Th Sep 24	5:43	6:23	6:56	12:58	18:59	19:33	20:13	12.05	1.12	13.2	23
269	Fr Sep 25	5:45	6:24	6:58	12:58	18:57	19:31	20:10	11.98	1.12	13.1	23
270	Sa Sep 26	5:46	6:26	7:00	12:58	18:55	19:28	20:08	11.91	1.12	13.0	23

271	Su	Sep	27	5:48	6:28	7:01	12:57	18:52	19:26	20:05	11.85	1.12	13.0	23
272	Mo	Sep	28	5:50	6:29	7:03	12:57	18:50	19:24	20:03	11.78	1.12	12.9	23
273	Tu	Sep	29	5:52	6:31	7:05	12:57	18:48	19:21	20:01	11.71	1.12	12.8	23
274	We	Sep	30	5:53	6:33	7:06	12:56	18:45	19:19	19:58	11.65	1.12	12.8	23
275	Th	Oct	1	5:55	6:34	7:08	12:56	18:43	19:17	19:56	11.58	1.12	12.7	23
276	Fr	Oct	2	5:57	6:36	7:10	12:56	18:41	19:14	19:53	11.51	1.12	12.6	23
277	Sa	Oct	3	5:58	6:38	7:12	12:55	18:38	19:12	19:51	11.45	1.12	12.6	23
278	Su	Oct	4	6:00	6:39	7:13	12:55	18:36	19:10	19:49	11.38	1.12	12.5	23
279	Mo	Oct	5	6:02	6:41	7:15	12:55	18:34	19:07	19:47	11.31	1.12	12.4	23
280	Tu	Oct	6	6:04	6:43	7:17	12:55	18:31	19:05	19:44	11.25	1.12	12.4	23
281	We	Oct	7	6:05	6:45	7:18	12:54	18:29	19:03	19:42	11.18	1.13	12.3	23
282	Th	Oct	8	6:07	6:46	7:20	12:54	18:27	19:01	19:40	11.12	1.13	12.2	0
283	Fr	Oct	9	6:09	6:48	7:22	12:54	18:25	18:59	19:38	11.05	1.13	12.2	0
284	Sa	Oct	10	6:10	6:50	7:23	12:53	18:22	18:56	19:35	10.98	1.13	12.1	0
285	Su	Oct	11	6:12	6:51	7:25	12:53	18:20	18:54	19:33	10.92	1.13	12.0	0
286	Mo	Oct	12	6:14	6:53	7:27	12:53	18:18	18:52	19:31	10.85	1.13	12.0	0
287	Tu	Oct	13	6:15	6:55	7:29	12:53	18:16	18:50	19:29	10.79	1.13	11.9	0
288	We	Oct	14	6:17	6:56	7:30	12:52	18:14	18:48	19:27	10.72	1.14	11.9	0
289	Th	Oct	15	6:19	6:58	7:32	12:52	18:11	18:46	19:25	10.65	1.14	11.8	0
290	Fr	Oct	16	6:20	7:00	7:34	12:52	18:09	18:43	19:23	10.59	1.14	11.7	0

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination			LST 00: hh		
		Nautical	Civil				Civil	Nautical	Day	Sky	Total			
291	Sa	Oct	17	6:22	7:01	7:36	12:52	18:07	18:41	19:21	10.52	1.14	11.7	0
292	Su	Oct	18	6:24	7:03	7:37	12:52	18:05	18:39	19:18	10.46	1.15	11.6	0
293	Mo	Oct	19	6:25	7:05	7:39	12:51	18:03	18:37	19:16	10.39	1.15	11.5	0
294	Tu	Oct	20	6:27	7:06	7:41	12:51	18:01	18:35	19:15	10.33	1.15	11.5	0
295	We	Oct	21	6:29	7:08	7:43	12:51	17:59	18:33	19:13	10.26	1.15	11.4	0
296	Th	Oct	22	6:30	7:10	7:45	12:51	17:57	18:31	19:11	10.20	1.16	11.4	0
297	Fr	Oct	23	6:32	7:12	7:46	12:51	17:55	18:29	19:09	10.14	1.16	11.3	1
298	Sa	Oct	24	6:34	7:13	7:48	12:51	17:52	18:27	19:07	10.07	1.16	11.2	1
299	Su	Oct	25	6:35	7:15	7:50	12:51	17:50	18:25	19:05	10.01	1.17	11.2	1
300	Mo	Oct	26	6:37	7:17	7:52	12:51	17:48	18:24	19:03	9.95	1.17	11.1	1
301	Tu	Oct	27	6:39	7:18	7:54	12:50	17:47	18:22	19:01	9.88	1.17	11.1	1
302	We	Oct	28	6:40	7:20	7:55	12:50	17:45	18:20	19:00	9.82	1.18	11.0	1
303	Th	Oct	29	6:42	7:22	7:57	12:50	17:43	18:18	18:58	9.76	1.18	10.9	1
304	Fr	Oct	30	6:44	7:23	7:59	12:50	17:41	18:16	18:56	9.70	1.18	10.9	1
305	Sa	Oct	31	6:45	7:25	8:01	12:50	17:39	18:14	18:54	9.63	1.19	10.8	1
306	Su	Nov	1	6:47	7:27	8:03	12:50	17:37	18:13	18:53	9.57	1.19	10.8	1
307	Mo	Nov	2	6:48	7:29	8:04	12:50	17:35	18:11	18:51	9.51	1.20	10.7	1
308	Tu	Nov	3	6:50	7:30	8:06	12:50	17:33	18:09	18:50	9.45	1.20	10.7	1
309	We	Nov	4	6:52	7:32	8:08	12:50	17:32	18:08	18:48	9.39	1.20	10.6	1
310	Th	Nov	5	6:53	7:34	8:10	12:50	17:30	18:06	18:46	9.33	1.21	10.5	1
311	Fr	Nov	6	6:55	7:35	8:12	12:50	17:28	18:05	18:45	9.27	1.21	10.5	1
312	Sa	Nov	7	6:56	7:37	8:13	12:50	17:26	18:03	18:44	9.22	1.22	10.4	2
313	Su	Nov	8	6:58	7:39	8:15	12:50	17:25	18:01	18:42	9.16	1.22	10.4	2
314	Mo	Nov	9	7:00	7:40	8:17	12:50	17:23	18:00	18:41	9.10	1.23	10.3	2
315	Tu	Nov	10	7:01	7:42	8:19	12:51	17:22	17:59	18:39	9.05	1.23	10.3	2
316	We	Nov	11	7:03	7:44	8:21	12:51	17:20	17:57	18:38	8.99	1.23	10.2	2
317	Th	Nov	12	7:04	7:45	8:22	12:51	17:19	17:56	18:37	8.94	1.24	10.2	2
318	Fr	Nov	13	7:06	7:47	8:24	12:51	17:17	17:54	18:36	8.88	1.24	10.1	2
319	Sa	Nov	14	7:07	7:49	8:26	12:51	17:16	17:53	18:34	8.83	1.25	10.1	2
320	Su	Nov	15	7:09	7:50	8:28	12:51	17:14	17:52	18:33	8.78	1.25	10.0	2
321	Mo	Nov	16	7:10	7:52	8:30	12:51	17:13	17:51	18:32	8.72	1.26	10.0	2
322	Tu	Nov	17	7:12	7:53	8:31	12:52	17:12	17:49	18:31	8.67	1.26	9.9	2
323	We	Nov	18	7:13	7:55	8:33	12:52	17:10	17:48	18:30	8.62	1.27	9.9	2
324	Th	Nov	19	7:15	7:56	8:35	12:52	17:09	17:47	18:29	8.57	1.27	9.8	2
325	Fr	Nov	20	7:16	7:58	8:36	12:52	17:08	17:46	18:28	8.53	1.28	9.8	2
326	Sa	Nov	21	7:18	8:00	8:38	12:53	17:07	17:45	18:27	8.48	1.28	9.8	2

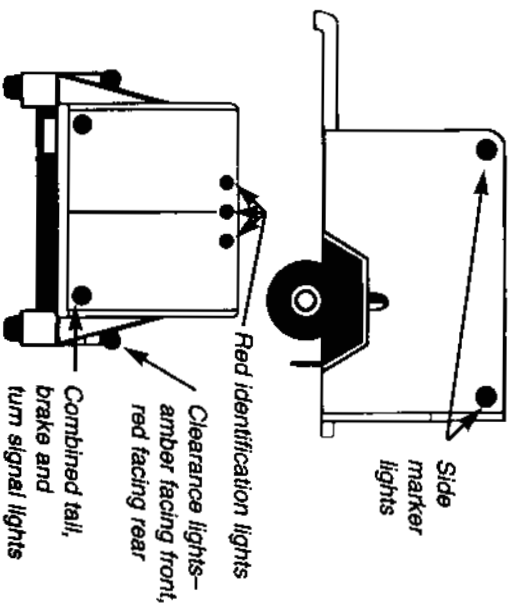
327	Su	Nov	22	7:19	8:01	8:40	12:53	17:06	17:44	18:26	8.43	1.29	9.7	2
328	Mo	Nov	23	7:20	8:03	8:41	12:53	17:05	17:43	18:25	8.39	1.29	9.7	3
329	Tu	Nov	24	7:22	8:04	8:43	12:53	17:04	17:42	18:25	8.34	1.30	9.6	3
330	We	Nov	25	7:23	8:05	8:45	12:54	17:03	17:42	18:24	8.30	1.30	9.6	3
331	Th	Nov	26	7:24	8:07	8:46	12:54	17:02	17:41	18:23	8.26	1.31	9.6	3
332	Fr	Nov	27	7:26	8:08	8:48	12:54	17:01	17:40	18:23	8.22	1.31	9.5	3
333	Sa	Nov	28	7:27	8:10	8:49	12:55	17:00	17:39	18:22	8.18	1.31	9.5	3
334	Su	Nov	29	7:28	8:11	8:51	12:55	16:59	17:39	18:22	8.14	1.32	9.5	3
335	Mo	Nov	30	7:30	8:12	8:52	12:55	16:59	17:38	18:21	8.11	1.32	9.4	3
336	Tu	Dec	1	7:31	8:14	8:54	12:56	16:58	17:38	18:21	8.07	1.33	9.4	3
337	We	Dec	2	7:32	8:15	8:55	12:56	16:57	17:37	18:20	8.04	1.33	9.4	3
338	Th	Dec	3	7:33	8:16	8:56	12:57	16:57	17:37	18:20	8.01	1.33	9.3	3
339	Fr	Dec	4	7:34	8:17	8:58	12:57	16:56	17:36	18:20	7.98	1.34	9.3	3
340	Sa	Dec	5	7:35	8:19	8:59	12:57	16:56	17:36	18:19	7.95	1.34	9.3	3
341	Su	Dec	6	7:36	8:20	9:00	12:58	16:55	17:36	18:19	7.92	1.34	9.3	3
342	Mo	Dec	7	7:37	8:21	9:01	12:58	16:55	17:35	18:19	7.90	1.35	9.2	3
343	Tu	Dec	8	7:38	8:22	9:02	12:59	16:55	17:35	18:19	7.87	1.35	9.2	4
344	We	Dec	9	7:39	8:23	9:04	12:59	16:55	17:35	18:19	7.85	1.35	9.2	4
345	Th	Dec	10	7:40	8:24	9:05	13:00	16:54	17:35	18:19	7.83	1.36	9.2	4
346	Fr	Dec	11	7:41	8:25	9:06	13:00	16:54	17:35	18:19	7.81	1.36	9.2	4
347	Sa	Dec	12	7:42	8:26	9:07	13:01	16:54	17:35	18:19	7.79	1.36	9.2	4
348	Su	Dec	13	7:43	8:27	9:08	13:01	16:54	17:35	18:19	7.78	1.36	9.1	4

STANDARD TIMES OF SUNRISE, LOCAL NOON, SUNSET, & TWILIGHT FOR 1992
SASKATOON SK

Day#	Date	TWILIGHT START		SUN RISE	LOCAL NOON	SUN SET	TWILIGHT END		Hours of Illumination			LST 00: hh		
		Nautical	Civil				Civil	Nautical	Day	Sky	Total			
349	Mo	Dec	14	7:44	8:28	9:09	13:02	16:54	17:35	18:19	7.76	1.36	9.1	4
350	Tu	Dec	15	7:45	8:28	9:09	13:02	16:55	17:35	18:19	7.75	1.37	9.1	4
351	We	Dec	16	7:45	8:29	9:10	13:03	16:55	17:36	18:20	7.74	1.37	9.1	4
352	Th	Dec	17	7:46	8:30	9:11	13:03	16:55	17:36	18:20	7.73	1.37	9.1	4
353	Fr	Dec	18	7:47	8:31	9:12	13:03	16:55	17:36	18:20	7.73	1.37	9.1	4
354	Sa	Dec	19	7:47	8:31	9:12	13:04	16:56	17:37	18:21	7.72	1.37	9.1	4
355	Su	Dec	20	7:48	8:32	9:13	13:04	16:56	17:37	18:21	7.72	1.37	9.1	4
356	Mo	Dec	21	7:48	8:32	9:13	13:05	16:57	17:38	18:22	7.72	1.37	9.1	4
357	Tu	Dec	22	7:49	8:33	9:14	13:05	16:57	17:38	18:22	7.72	1.37	9.1	4
358	We	Dec	23	7:49	8:33	9:14	13:06	16:58	17:39	18:23	7.72	1.37	9.1	5
359	Th	Dec	24	7:50	8:34	9:15	13:06	16:58	17:39	18:23	7.73	1.37	9.1	5
360	Fr	Dec	25	7:50	8:34	9:15	13:07	16:59	17:40	18:24	7.74	1.37	9.1	5
361	Sa	Dec	26	7:50	8:34	9:15	13:07	17:00	17:41	18:25	7.75	1.37	9.1	5
362	Su	Dec	27	7:51	8:34	9:15	13:08	17:01	17:42	18:25	7.76	1.36	9.1	5
363	Mo	Dec	28	7:51	8:35	9:15	13:08	17:02	17:42	18:26	7.77	1.36	9.1	5
364	Tu	Dec	29	7:51	8:35	9:15	13:09	17:02	17:43	18:27	7.78	1.36	9.1	5
365	We	Dec	30	7:51	8:35	9:16	13:09	17:03	17:44	18:28	7.80	1.36	9.2	5
366	Th	Dec	31	7:51	8:35	9:15	13:10	17:04	17:45	18:29	7.82	1.36	9.2	5

Annual Total Hours Daylight Illumination -4490.7
 Annual Total Hours Twilight Illumination - 473.9
 Annual Total Hours Natural Illumination -4964.6

Computed & Supplied by NATIONAL RESEARCH COUNCIL, CANADA
 HERTZBERG INSTITUTE OF ASTROPHYSICS
 5071 WEST SAANICH ROAD
 VICTORIA, BC
 V8X 4M6 CANADA
 Phone 250/363 0001



Lighting for wide trailers

If the trailer is over 2,060 mm (81 inches) wide, it must have four clearance lights at the widest part of the trailer: two amber lights facing front and two red lights facing rear. Trailers must also have three identification lights facing rear: one at the centre of the trailer with the other two as close to the centre as is practical.

Lighting for long trailers

Side marker lights, amber at the front corners and red at the rear corners, are required on trailers more than four metres (13 feet) in length and manufactured after 1971.

Reflectors

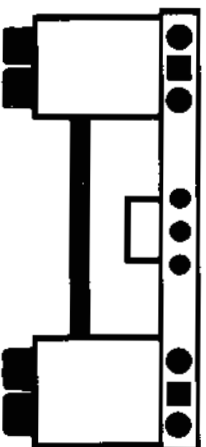
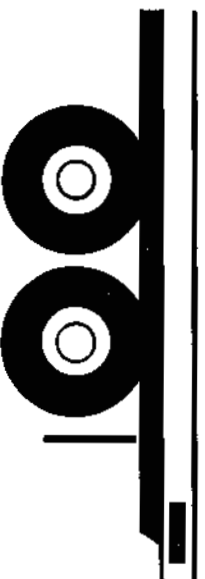
Trailer tail lights, rear clearance lights and side marker lights must have reflective lenses, or the trailer must be equipped with additional reflectors in these locations.

Licence plate light

The licence plate on the trailer must be illuminated.

Mud flaps

To reduce the rearward spray of stones, mud or snow, the full width of the rear trailer tires must be protected by the fender, mud flap or body overhang. Without this protection, motorists behind you can experience reduced visibility or windshield damage, especially when passing.



Mud flaps – full width of tires

Tires

Keeping your car or truck tires properly inflated and in good operating condition is especially important when towing a trailer. Heavier loads may require higher tire pressure. Because the tires on the towing vehicle must carry the extra load, they should be correctly inflated (check your vehicle owner's manual or tire sidewall for pressure ranges). Trailer tires should also be properly inflated and in good condition.

Restrictions on the use of electric brakes

Electric brakes are not permitted on trailers manufactured after June 30, 1987 if:

- a) The trailer has a single axle and the total weight of the loaded trailer is more than 3,700 kg (8,200 lbs.);
- b) The trailer has two or more axles and the total weight of the loaded trailer is more than 5,500 kg (12,100 lbs.).

Axles

Mobile home axles

If you're thinking of building your own trailer, do not use mobile home or single-use axles. Unlike axles designed for long-term trailer use, these axles don't meet any standards and are not load rated by the manufacturer. The brakes are electric and are designed to be used only a few times or for approximately 1,600 km of service.

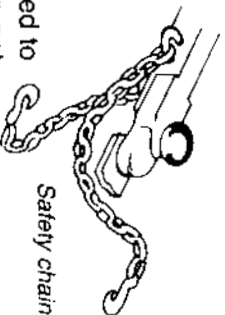
Changing axle widths

Do not take an axle that is wider than required, cut a section out and re-weld the axle together. Use of a re-welded axle can be dangerous. Even more dangerous is the practice of adding a section to the axle to widen it. Always select axles of the proper width for the trailer design.

Safety Regulations

Break-aways

One of the most dangerous things that can happen when a trailer is being towed is accidental disconnection or break-away. This can cause a serious accident. To help prevent break-aways, **every trailer must have another means of attachment in addition to the main hitch.** A safety chain or chains is one of the best forms of back-up protection.

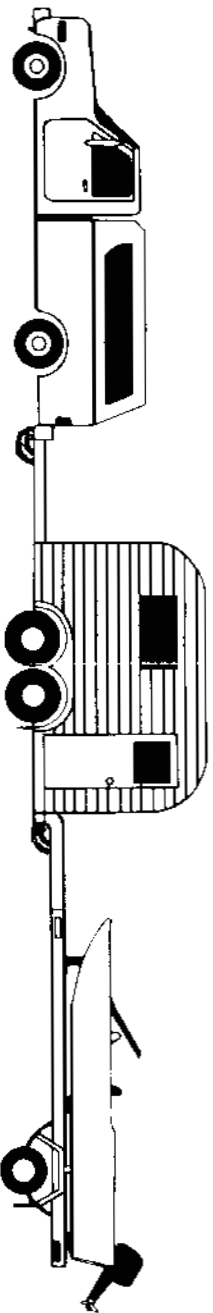


Chains must be attached to the tongue of the trailer, not to the coupler, and must be looped and crossed under the tongue. This will prevent the tongue from digging into the road surface and upsetting the trailer, should a break-away occur. The chain should also be attached to the towing vehicle's frame or something firmly attached to the frame.

Another way to prevent break-away accidents is to have an **automatic braking device** that activates the brakes if the trailer separates from the towing vehicle. This is **required on all trailers over 1,360 kg (3,000 lbs.)**. It slows the trailer and limits the distance it will travel on its own.

Lighting

Lighting is critical for trailers because they often obstruct the rear-facing lights of the towing vehicle. **Trailers must be equipped with rear-facing brake, tail and signal lights**, as far apart as is practical. If red lenses are used over the lights, all three requirements can be met using one lighting unit.



Towing Two Trailers

You may tow more than one trailer. However, towing two trailers behind a car or light pickup increases the problems of stability in towing and in braking. To make sure all the vehicles are stable, the lead trailer must have at least two axles or be a fifth wheel or goose neck trailer. For example, if you are towing a camper and a boat, the camper must have two axles and must tow the boat.

Fifth wheel trailers or trailers with goose neck hitches do not require two axles.

Note: Each jurisdiction has its own rules concerning towing more than one trailer. Check other jurisdictions' requirements before you travel there.

Trailer Dimensions

The total length of the vehicle and trailer(s) must not exceed 23 m (75 feet six inches) and the width of any unit must not exceed 2.6 m (eight feet six inches). The maximum length of a single trailer is 16.2 m (53 feet) and the maximum height allowed is four metres (13 feet two inches).

Brakes

Using your brakes

Stopping distance is increased when towing a trailer. Therefore, **if your trailer is rated over 1,360 kg (3,000 lbs.) it must have brakes on at least one axle if manufactured before 1985, and brakes on all axles if manufactured during or after 1985.** Applying the trailer's brakes not only decreases stopping distance, but also reduces the tendency of the trailer to sway or jackknife.

Tongue or surge brakes may be used on trailers with electric brakes if the GVWR is 2,800 kg (6,160 lbs) or less, and on trailers with non-electric brakes if the GVWR is 3,700 kg (8,140 lbs.) or less. For heavier loads, all trailer brakes must be controlled by the brake pedal of the towing vehicle.

Electric brakes

Electric brakes are comparatively inexpensive, and easy to install and hook up. However, together with extra trailer lamps, they put an additional load on the electrical system of the towing vehicle. Maintaining electrical brake systems, including the break-away device, in proper balance and in good operating condition can be difficult and, therefore, their use with heavier trailers is not recommended.

Your trailer's proper tongue weight should be within seven to 18 per cent of the total loaded weight of the trailer.

To determine tongue weight, disconnect the trailer and place only the tongue on a scale with the coupler at hitch ball height. If the tongue load exceeds 18 per cent of the gross trailer weight, shift the extra load back to achieve the recommended tongue load for your trailer. If the load is less than seven per cent, shift the load forward.

Load Your Trailer Properly

If insufficient weight is placed on the trailer hitch, the trailer may sway from side to side and tip over. Loading your trailer properly is important not only for ease of hauling, but also for safety.

Never overload the trailer! You will often have more space in which to carry heavy articles than the running gear (hitch, springs, tires and brakes) can carry safely. Overloading the trailer can make it unstable, and can cause the tires to rub against the body of the vehicle. Tires may also overheat from flexing in the sidewall and could blow out.

Trailers should be loaded with heavy objects at the bottom to keep the center of gravity as low as possible. All loads should be secured so they will not shift in travel.

Choosing the Proper Hitch for Your Trailer

You should ask a qualified hitch installer which type of hitch is best for your trailer, and have it installed by an expert. For all but the very lightest of trailers, the hitch should be attached to the frame rather than the bumper.

For loaded trailers over 1,590 kg (3,500 lbs.), use a load equalizing hitch. This device lessens the load on the rear axle of the towing vehicle by distributing some of the weight to the towing vehicle's front axle. This helps prevent the rear axle from becoming overloaded.

Goose neck and fifth wheel hitches give even better handling characteristics and should be used for larger trailers. When using a fifth wheel or goose neck hitch, or a ball hitch with a weight distribution attachment, the loaded trailer must not weigh more than twice the GVW of the towing vehicle. When using a ball hitch without a weight distribution attachment, the loaded trailer must not weigh more than the towing vehicle.

For ball-type hitches, the ball diameter should be:

Weight of trailer and load	Ball diameter
a) up to 900 kg (2,000 lbs.)	47 mm (1 ⁷ / ₈ in.)
b) up to 2,270 kg (5,000 lbs.)	51.2 mm (2 in.)
c) up to 4,540 kg (10,000 lbs.)	58 mm (2 ⁵ / ₁₆ in.)

Do You Own a Trailer?

If you have a recreational, utility, small farm or commercial trailer, it's important to keep it in safe operating condition and to make sure it's properly equipped.

Although many trailers meet standards when they are built, they must be properly maintained. This booklet contains important information for owners of the following:

- small commercial trailers (without air brakes)
- home-built trailers
- utility trailers
- camper trailers
- boat trailers
- horse and cattle trailers

This booklet contains recommendations you should follow to ensure your trailer is maintained in safe operating condition and that it meets the minimum standards required by Saskatchewan law. Remember, a properly equipped and well-maintained trailer reduces your chances of being involved in an accident.

Selecting Equipment

Before towing a trailer for the first time, you should check with the dealer to determine the towing capacity of the towing vehicle, and what extra towing equipment you may need, such as heavy duty shocks and springs and a transmission cooler.

Weights and Combinations are Important for Safety

Saskatchewan has specific regulations for weights and combinations of towing vehicles and trailers. If you are towing a trailer with a car or pickup truck, a weight imbalance between the two vehicles could reduce your vehicle's stability, handling and braking ability and could lead to an upset or collision.

Gross axle weight rating

Gross axle weight rating (GAWR) is the weight the axle manufacturer states can be carried safely by the axle. The GAWR of the trailer and towing vehicle must not be exceeded. If the load the axle is carrying is too heavy, stability, handling and stopping distance can all be adversely affected.

The GAWR is posted on the left front door post in motor vehicles and on the front corner of trailers. If you can't find the axle GAWR, check one of the tire sidewalls for the maximum tire load rating and multiply that by the number of tires. This will give you the approximate GAWR of the axle.

Gross vehicle weight rating

Gross vehicle weight rating (GVWR) is the combined weight of a vehicle and load that the manufacturer states the vehicle can safely carry. This weight must never be exceeded.

Tongue weight

You should know the tongue weight of your trailer to prevent a weight imbalance. An improperly loaded trailer could cause you to lose control of both the towing vehicle and the trailer.

Each of the following trailer components should be inspected each year:

- ball lubrication
- tire pressure and condition
- wheels, nuts and wheel bearings
- hitch, for: 1) ease of connection, and 2) security locking lever
- safety chains
- electrical wiring
- brake linings and brake hoses
- operation of all lights
- condition of frame
- battery (for electric brakes)
- soap all liquid propane gas lines for leaks
- fire extinguisher

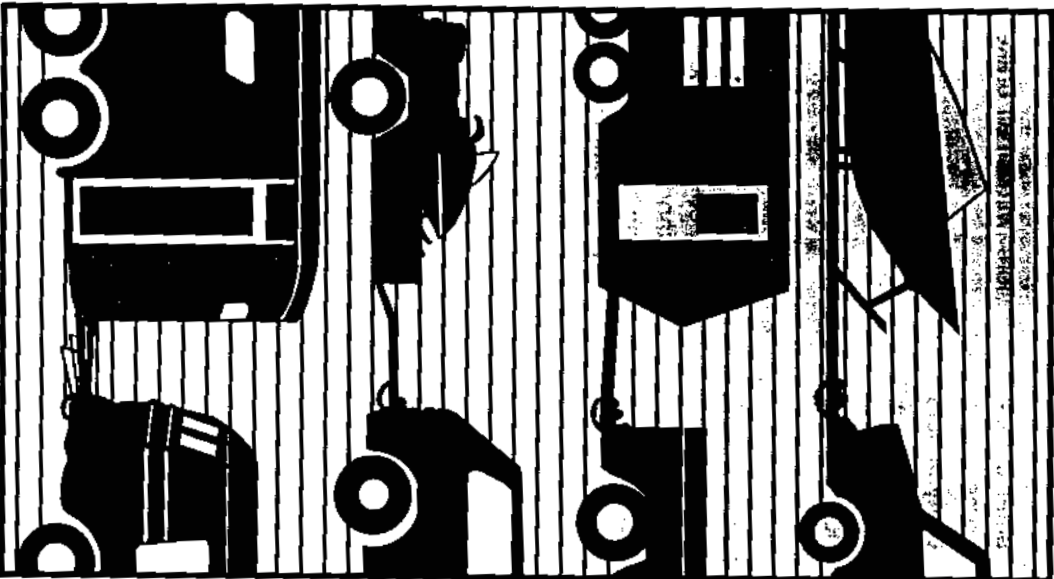
Before each trip, check the following:

- tires
- hitch
- safety chain
- lights
- lighting and brake connectors
- pull the trailer and apply brakes to ensure proper operation
- position of mirrors, and adjust if required, so driver has clear view of the road behind

For more information

For more information about Saskatchewan Vehicle Equipment Regulations and your trailer, or for a complete set of the regulations, contact SGI's Vehicle Standards and Inspection unit at 775-6188.

Trailer Safety



29. Buying and

- Reassure the injured individual and stay with him until an ambulance or other vehicle is available to take him to the hospital.
- Give all information on the first aid you have applied to the ambulance attendant and the police.

Call the Police

Be prepared to give an accurate description of the accident location, the number of injured persons, the severity of the injuries, and any other support services which might be required, such as ambulance, fire, fighting, rescue or towing. Stay on the phone long enough to make certain that all the information has been recorded.

Check For Witnesses

Record the names of any witnesses to assist the police with their investigation. Keep a copy of the names for your insurance company or lawyer in case any legal action follows.

Provide a Report to Police

If asked, you are required to provide a statement to police whether you were a driver, passenger or witness. All accidents which involve death, injuries or property damage in excess of \$1,000 must be reported to police immediately.

If you are involved in an accident in which there are no injuries or deaths and the amount of damage is less than \$1,000, you must provide the owner with your name, address, driver's licence number and any relevant insurance information.

Dangerous Goods

If the vehicle involved in the accident is a truck displaying a dangerous goods placard, you must take extra care in case the vehicle is discharging a dangerous substance.

Exchange Information With Other Drivers

As a driver, you are required to provide your name and address to any other persons involved in the accident regardless of how severe the accident is. If a non-Saskatchewan vehicle is involved, or if you are involved in an accident outside Saskatchewan, you are also required to provide information on the company which insures your vehicle.

Do not admit fault or any other liability before discussing the details of the accident with your insurance adjuster.

Do not offer to pay for any repairs or accept payment for repairs unless you are prepared to handle the matter without the help of your insurance company.

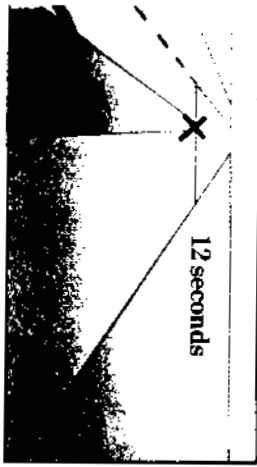
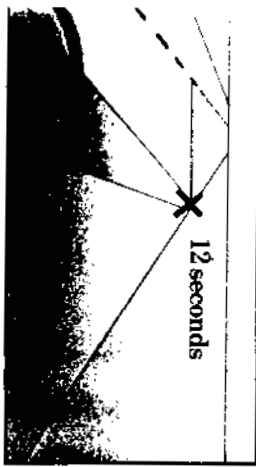
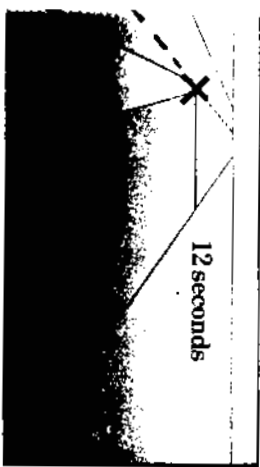
There is always some risk involved in buying a vehicle. Never make a decision to buy a car on the mileage shown on the odometer. A good looking car may have travelled 100,000 kilometres to turn the odometer to 100,000. On the other hand, a low mileage car may have been driven by the previous owner had with it.

Always check a car for a fresh patina. Find out what might have been done to the car for rust. A small magnet will help find patches of body putty used to repair a car.

Compare the condition of the brake pedal with the mileage registered on the odometer. The brake pedal should not be found in a "faded" condition.

Check all the warning lights, gauges, electrical equipment to ensure the car is in safe, roadworthy condition. Saskatchewan law requires that a car be inspected by a dealer.

Take the car for a test drive on both highway and a rough road. Make sure the car is safe under both conditions.



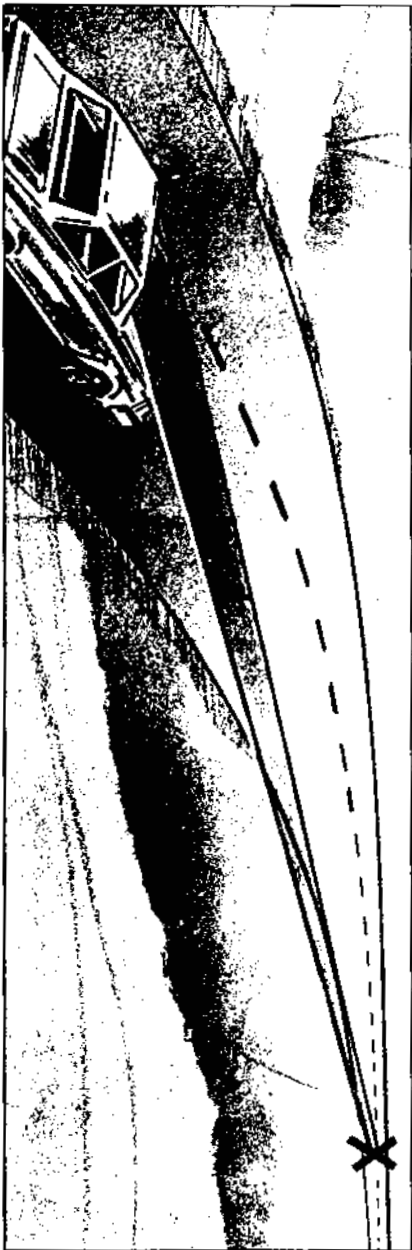
To steer straight ahead, look about 12 seconds ahead of where you are sitting.

To steer around a curve, look at the inside of the curve to where the centre lines vanish.

When racing drivers are in a curve, they always look where they are going. When you are in a curve, you, too, should look where you are going. Do **not** look in the mirrors, do **not** look down at your instrument panel. If you do look down, you will not maintain precise control over your steering.

Remember, if you look at the side of the road, you will steer to the side of the road. Look where you want to go, particularly in an emergency or a skid, and steer there.

Look in your mirrors and check your speed when you are driving in a straight line, and when steering is less critical.



14. Eye Use

Of all your senses, your eyesight is the most important for driving. Your eyes are the source of almost all the information you need to drive.

You cannot look at everything at once, so you have to sample all the places to look and things to look at. How you do this is important. If you do it wrong, you could miss seeing something which could lead to an accident.

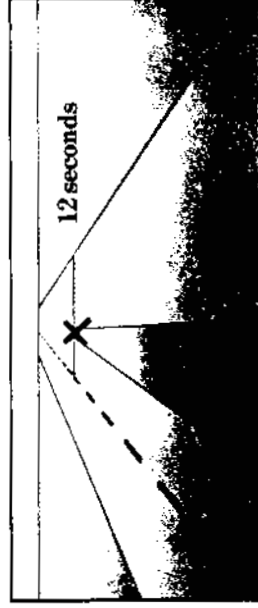
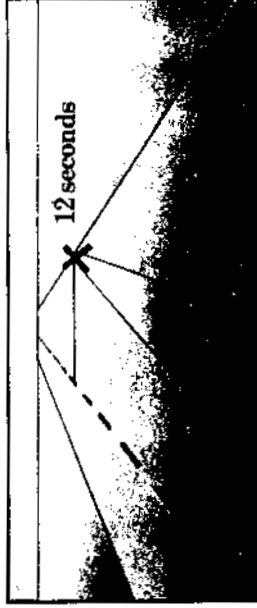
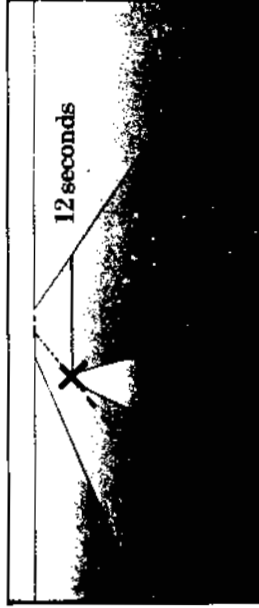
Steer Where You Look

It is important to understand that your eyes determine the path your vehicle follows; you steer where you look.

To illustrate this, pick a straight stretch of paved highway with light traffic. Drive along and look at the centreline about 12 seconds ahead. Keep looking at the centreline 12 seconds ahead. Observe how the car moves over to the centreline.

Now, look at the edge of the road well ahead.

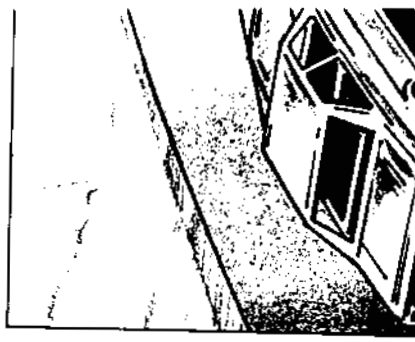
If you are sitting properly, and if you are holding the steering wheel properly, you will steer where you look.



To steer straight ahead, look ahead of where you are sitting.

To steer around a curve, look to where the centre line is.

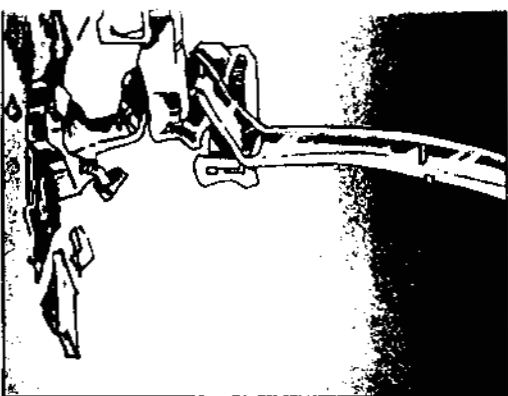
When racing drivers are in a curve, they are going to look where they are going. You, too, should look where you are going. Do not look in the mirrors or your instrument panel. If you will not maintain precise control,



ous driving causing death, the
o 14 years in jail.

Scene of Accident

n an accident with a person, vehicle,
e of a person, you must give your
r's licence number and insurance
ther involved people and assist any



The accident must be reported immediately to the police. If you leave the scene of an accident, you are guilty of an offence. The maximum penalty is a fine of \$2,000 and two years in jail and the court may issue an order prohibiting you from operating a motor vehicle for a period of up to three years.

For information on Understanding Accidents, see p. 129. For accident reporting requirements, see p. 159.

Licence Disqualifications

If you are convicted of any of the offences discussed in this section, your licence will be automatically cancelled and you will be disqualified from driving. The period of disqualification will be based on the number of these convictions you have had within the last five years.

- One conviction 1 year
- Two convictions 3 years
- Three convictions 5 years
- Four or more convictions 5 years,

with no early reinstatement

In addition to these automatic disqualifications, the court may issue an order prohibiting you from operating a motor vehicle on any street, road, highway or other public place anywhere in Canada for a period of time. You will not be allowed issue of a driver's licence until the expiration of the longer period, whether it is the automatic disqualification or the court order.

Roadside Suspensions

Drivers with a BAC over .04, or who refuse a breath test, may be suspended by police at roadside.

A second .04 violation will result in a requirement to take a Driving Without Impairment (DWI) course within 90 days of the .04 violation.

On a third .04 BAC, the driver's licence suspension will be for 90 days, and the driver will be required to attend an alcohol addictions screening and assessment. Before the driver's licence can be reinstated, the driver will have to complete the education or recovery program recommended by the addictions counsellor.

For new drivers, the first .04 BAC will result in a 30-day suspension and the requirement to take a DWI course within 90 days. A second .04 violation will result in a 90-day suspension, as well as the need to complete an alcohol addictions screening and the prescribed education or recovery program.

For any .04 occurrence for a driver with a provisional licence, a 30-day administrative suspension will apply. In addition, the balance of the original statutory suspension will be reinstated and the driver will be required to undergo addictions screening and complete the prescribed treatment recommended by the addictions counsellor prior to licence reinstatement.

Dangerous Driving

Failing to exercise reasonable care in the operation of a motor vehicle is an offence. The maximum penalty is a fine of \$2,000 and five years in jail. If you are charged and convicted of dangerous driving causing bodily harm, the penalty can be up to 10 years in jail and the court may issue an order prohibiting you from operating a motor vehicle for a period of up to 10 years. If you are charged and

convicted of dangerous driving causing death, the penalty can be up to 14 years in jail.

Failure to Stop at Scene of Accident

If you are involved in an accident with a person, vehicle or cattle in the charge of a person, you must give your name, address, driver's licence number and insurance information to any other involved people and assist any injured people.



The accident must be reported to the police. If you leave the scene of an accident, you are guilty of an offence. The maximum penalty is five years in jail and the court may issue an order prohibiting you from operating a motor vehicle for three years.

For information on a motor vehicle licence, see section 15A of the Road Transport Act 1988.

Licence Disqualifications

If you are convicted of any offence under this section, your licence will be suspended and you will be disqualified from driving a motor vehicle. The period of disqualification will be based on the number of convictions you have had within a 12-month period.

- One conviction: 12 months
- Two convictions: 24 months
- Three convictions: 36 months
- Four or more convictions: 48 months

(with a 12-month

In addition to these provisions, the court may issue an order prohibiting you from driving a motor vehicle on any street, road, highway or anywhere in Canada for a period of up to 12 months. The court may also issue an order prohibiting you from driving a motor vehicle for a longer period, with a period of up to 12 months, if the court orders.

Q.B. No. 507 of A.D. 1993
IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

BETWEEN:

PHILLIP GREENWOOD,

PLAINTIFF

- and -

DONALD DIETZ, ST. PAUL'S HOSPITAL (GREY NUNS)
OF SASKATOON, DR. DWIGHT LOBACK and AUTOTRAN
MANUFACTURING LTD.

DEFENDANTS

PRE-TRIAL BRIEF
ON BEHALF OF THE DEFENDANTS, DONALD DIETZ AND
AUTOTRAN MANUFACTURING LTD.

I FACTS

The plaintiff has been involved in two motor vehicle accidents which occurred July 24, 1992 and November 16, 1992. As a matter of oversight, no request for trial was served in respect of the first accident. However, it is the preference of the defendants Dietz and Autotran that the question of damages arising from the July 1992 accident be dealt with in the context of the within Pre-Trial Conference. Liability is in dispute with respect to the November 1992 accident but is admitted with respect to the July 1992 accident.

The plaintiff's date of birth is December 13, 1956. At the time that both accidents occurred he had been employed in real estate sales for a period in excess of ten years. His employer was ReMax Realty and he was employed as an independent realtor which meant that he paid a certain flat rate to ReMax for his expenses and any commissions he earned belonged entirely to himself.

Prior to the accidents the plaintiff had no significant contributory health history. He had been troubled by back pain approximately five years prior to the accidents but the problem had been resolved with chiropractic treatment and had not recurred prior to the accidents.

In the first accident, the plaintiff was travelling on the Idylwyld freeway in Saskatoon in the middle lane when a vehicle in the left lane suddenly changed lanes and side-swiped the plaintiff forcing him into the right lane and up against the guard rail. He saw his family physician a couple of days following the accident by which time he had begun to experience headaches. The headaches continued to be troublesome for several weeks following the first accident and at times required time off work. The headaches were a daily occurrence at first and he was working essentially part time as a realtor for one and one-half months following the first accident. Thereafter he resumed full time employment and the headaches had completely resolved without active treatment by the time the November 1992 accident occurred.

In the November 1992 accident the plaintiff was southbound along Highway #45, south of Macrorie, Saskatchewan. A copy of the Highway Traffic Board report is attached at Schedule 1. The defendant was northbound on the highway towing an Autotran 4200 swather. The swather was towed lengthwise and at an angle from a hitch offset to the right on the rear bumper of the Autotran truck. The hitch in question is adjustable and on the morning in question it had been adjusted to tow to the right of the truck such that the swather would extend off the highway and to the right of the highway approximately three feet while being towed. (Discovery questions 158 to 162, Donald Dietz) The width of the swather while being towed varied between 11 feet 6 inches and 12 feet 6 inches.

Attached at Schedule 2 is correspondence from Saskatchewan Highways and Transportation dated May 1, 1995 which endeavors to provide accurate dimensions for the highway at the scene of the accident. When requesting the dimensions the accident location was specified as being 4.25 miles south of Macrorie, Saskatchewan. As the correspondence indicates the highway is a secondary highway, without shoulders, with an asphalt surface totalling 7.4 metres, or 24 feet 3.4 inches. In addition, there is a subgrade area adjacent to the asphalt on both sides of the highway which consists of hard packed gravel and the entire width of the roadway, including the subgrade width, is 8.8 metres or 28 feet 10.4 inches.

Attached at Schedule 3 is the statement of Kent Ruuth, a passenger in the defendant's vehicle. The statement, which is not sworn, and is dated May 7, 1993, indicates that at the time of the impact the right wheels of the defendant truck were to the right and in the gravel area adjacent to the asphalt. The statement is also useful in that it indicates that the passenger was able to discern the color of the clothing worn by the occupants of an oncoming vehicle, which presumably has a bearing on the lighting conditions at the time of the accident.

When the oncoming plaintiff vehicle met the defendant vehicle the defendant, Donald Dietz, observed the plaintiff to be slumped over, leaning to the right. The defendant, Donald Dietz, also testified that at the time of the accident it was sufficiently daylight to recognize the vehicles of people he knew who were out hunting. He observed that it was light enough to prepare to hunt although he did not know whether hunting had actually begun prior to the accident. (Donald Dietz Examination for Discovery Q. 99-101)

When the plaintiff vehicle met the defendant vehicle the plaintiff vehicle struck the swather just behind the cab of the defendant's truck. The plaintiff maintains that he remained entirely within his own lane of travel while the defendant maintains that the plaintiff was proceeding towards the centre line as he approached the defendant and that at the point of impact the plaintiff's vehicle had actually crossed the centre line. Following the accident the defendant, Dietz, got out of his vehicle and was able to examine tracks in the moisture on the roadway which confirmed that the plaintiff had in fact crossed the centre line, or as Mr. Dietz put it, "The tracks were more to our side than they were to his side on the line". (Q. 73-78 Donald Dietz examination)

Donald Dietz advised Highway #45 is a narrow old secondary Saskatchewan road and that there was no margin for error given the width of the implement he was towing. (Dietz discovery Q. 112-114)

The time of the accident is difficult to pinpoint. It was initially thought that the timing could be pinpointed by obtaining the record of a cellular phone call placed by the defendant immediately following the accident. The Highway Traffic Board report pinpoints the time as 8:10 a.m.; the plaintiff has no direct evidence to provide as to the time of the accident but states that it was not yet daylight enough that he could begin hunting.

At the time of the accident the plaintiff's evidence is that it was still quite dark, that the sun was starting to come up at the horizon, but was not over the horizon. The plaintiff states that the headlights on the defendant's vehicle were bright enough that he had to look at the right hand shoulder of the road due to the glare. (Q. 74 discovery of Phillip Greenwood) He also expressed the view that anyone hunting at the time of the accident would have had to wait approximately 40 minutes until the start of legal hunting time. However, his point at reference for making this determination is not clear.

The plaintiff has also indicated, at his Examination for Discovery, that at the accident location the road is straight. He indicated that there was a slight hill between himself and the defendant's vehicle. He saw the amber light flashing on the defendant's truck and saw it disappear for a second or so before it reappeared as the defendant's vehicle emerged at the crest of the hill. He estimated the point at which the flashing light disappeared as being at least one-half a mile away, although he wasn't paying attention to the flashing light but was rather looking at the highway and at the headlights of the truck and then at the right hand shoulder. (Greenwood discovery Q. 70-73)

The defendant's evidence is to the effect that the truck was equipped with a flashing light at all times and that red flags were attached to each corner of the implement being towed.

As a result of the impact between the plaintiff's vehicle and the swather being towed by the defendant, the swather cut into the passenger compartment, a distance of approximately one foot. Mr. Greenwood's vehicle was spun and came to rest partially in the ditch. Mr. Greenwood was taken by ambulance initially to Outlook and then to St. Paul's Hospital in Saskatoon.

He immediately experienced a severe pain in his left arm. As it turned out, the left arm was not broken but simply bruised but his left hand was broken and surgery was required to reduce the fracture with the use of three surgical screws. In addition the plaintiff had numerous facial cuts.

He remained in hospital for a period of approximately five days. The pins had been removed from the hand by approximately one month post accident and at that time, while the hand was not painful he had little use of it.

The plaintiff took physiotherapy and gradually regained more and more function of the hand. By Christmas of 1992 he still had very little function. Now, the hand is almost fully functional with the exception that he cannot close his fist very tightly and he feels he has lost some rapid dexterity. The hand is also more sensitive to cold than it was before, and he has difficulty lifting heavy objects with the left hand without experiencing an aching in the hand. It should be noted that the plaintiff is right handed.

Another problem which the plaintiff encountered was not discovered until the week following his discharge from hospital. He went to see an optometrist for the purpose of obtaining replacement contact lenses and the optometrist observed that the plaintiff had a cut in the right cornea. He referred the plaintiff to Royal University Hospital and the corneal tear was treated conservatively. The plaintiff was advised that ordinarily such a tear or cut would be stitched but because it was already healing nothing could be done but treat it conservatively and monitor the progress.

A report of Dr. J. H. Underhill, dated January 19, 1995, is attached at Schedule 4. The report indicates that the laceration is well healed but the resulting scar from this type of injury, which is unavoidable, will certainly cause symptoms such as halos around lights at night or when tired. Dr. Underhill indicates that the scar is likely to remain for the rest of Mr. Greenwood's life and will cause mild to moderate difficulty while driving at night. It is also expected to cause some difficulty with contact lens fitting.

The plaintiff returned to work as a realtor on January 1, 1993. His ability to return to work at this point is largely due to the fact that his occupation is not physically demanding, and due to the fact that the primary injury was to his left and not to his dominant hand.

At the Examination for Discovery of the plaintiff by the solicitor for the defendant, Loback, the plaintiff indicated that it was his plan to discontinue work in the real estate field and to obtain his commercial pilot's license as well as his mountain guide certification to act as a helicopter ski guide. It is not known whether he has followed through with these plans. It was also his intention to seek further medical attention with respect to the right eye by having laser surgery with the Gibel Eye Centre. The plaintiff felt, at the time of the Examination for Discovery, that it was possible that this laser eye surgery could do away with some of the "ghosting" or "halo" effect associated with night

driving. It would also have the additional benefit of increasing his visual acuity. It is not known whether this surgery was completed or what its effects have been.

At the time of his Examination for Discovery by the solicitor for the defendant, Dietz in April of 1995, the plaintiff indicated that the limitations he experienced related to the eye were difficulties with night driving and night vision which resulted in a "halo" effect in the event that he was driving while tired. He indicated in the examination by the solicitor for the defendant, Loback, that night driving in the city was not a substantial problem but that night driving on the highway was a more substantial problem. He indicated that he would not, for instance, attempt to drive from 6:00 a.m. until 2:00 a.m. as he would undoubtedly become fatigued by the early morning hours and would begin to experience the "halo" effects. However, he did indicate that he was capable of night driving provided fatigue was not a factor. He also indicated that having more than two or three alcoholic beverages prior to night driving could also produce the "halo" effect. He stated, however, that it was his habit not to consume more than 15 alcoholic drinks over the course of a year. Mr. Greenwood also indicated that his visual acuity was perhaps somewhat less in the right eye than it had been prior to the accident. However, he indicated Dr. Underhill could not say whether or not this was related to the injury or unrelated.

II ISSUES

1. Liability in respect of the November 1992 accident
2. Non pecuniary damages
3. Pecuniary damages
4. Prejudgment interest
5. Miscellaneous

1. Liability in Respect of the November 1992 Accident

It is respectfully submitted that while the defendant, Donald Dietz, was convicted of pulling an overwidth load before sunrise, this conviction has little to do with the determination of liability. The attending R.C.M.P. officer who investigated the accident determined that the defendant, Donald Dietz, was not in any way responsible for the

accident. This determination is clearly stated on the Highway Traffic Board report attached at Schedule 1.

It is submitted that in order for the defendant's breach of statute to be relevant to the question of liability, the act constituting the statutory breach must be the cause of the accident. This principle has been enunciated in *Belair v. Thiessen et al* (1984) 29 Sask. R. 224 as well as in a number of other Saskatchewan cases, both in the context of motor vehicle liability and in other contexts. In *Belair* the plaintiff alleged that the defendant had been in breach of S144 of the *Vehicles Act*, having to do with the obligation of a passing motorist not to return to his or her lane of travel and drive in front of the motorist he or she had passed until it was safe to do so. The Court held that where the plaintiff had moved to the shoulder of the highway to allow the defendant to pass in safety, the defendant was entitled to assume that the plaintiff would remain there until he was safely past. The accident occurred not due to a breach of statute on the part of the defendant, but because the plaintiff miscalculated the distance between his trailer wheel and the edge of the pavement, which miscalculation resulted in the rolling of the trailer. The plaintiff's action was dismissed.

The defendant and the attending police officer had the opportunity to examine the tracks made by the plaintiff's vehicle in the moisture present on the roadway. The plaintiff did not have an opportunity to make such an inspection due to his injuries. It is further submitted that the plaintiff cannot provide any clear evidence as to his positioning on the highway at the time in question because he was directing his attention to the right hand shoulder of the highway and not to his position in relation to the centre line.

In the circumstances, the defendant takes the position that the plaintiff is 100% liable for the accident.

2. Non-Pecuniary Damages

The defendants, Dietz and Autotran, do not claim that the eye injury occurred from any cause other than the motor vehicle accident of November 1992. The injury has resulted in permanent but mild impairments related to the vision in the right eye and, provided the plaintiff can establish liability, it is appropriate that he be compensated by the defendants, Dietz and Autotran. Insufficient information is available concerning the potential acts or omissions of the remaining defendants and concerning the effect of those

acts or omissions. The defendants, Dietz and Autotran, take no position in respect of their responsibility at this time.

It is submitted that the plaintiff experienced a mild soft tissue injury in the July 1992 accident which had cleared within four months of the accident occurring. In the November 1992 accident he then experienced a fracture to his left, non dominant hand which required surgery and resulted in approximately six weeks off work. In addition, the plaintiff has experienced the difficulties related to the tear in his right cornea.

The defendants, Dietz and Autotran, quantify the plaintiff's entitlement to non pecuniary damages at \$40,000.00.

The initial soft tissue injury was an extremely minor one.

Cases involving injuries to the eye include:

Ivan v. AOCO Ltd. (1980) 1 Sask. R. 198

The date of this loss is not recorded in the judgment. However, the loss occurred somewhere between 1975 and 1979. I have assumed, for the purpose of calculating the inflationary increase, that the loss occurred in 1977.

The plaintiff purchased a pair of safety glasses which malfunctioned. When a nail struck the glasses they shattered injuring the plaintiff's eye. The plaintiff required surgery, was hospitalized for 13 days and had 12 stitches in the eyeball. As a result of the injury there is a corneal scar across the centre of the pupil extending the whole width of the cornea. The plaintiff's vision is permanently reduced and he has ongoing discomfort.

Mr. Justice MacLeod awarded the plaintiff \$15,000.00 which, adjusted for inflation, amounts to \$37,500.00 in 1992 dollars.

Ouellet v. Uranium City Hotel Ltd. (1980) 5 Sask. R. 421

The plaintiff suffered an injury to his eye while a patron of the defendant's beverage room. An individual stuck a lighted cigarette in the plaintiff's eye. It was recommended that the plaintiff undergo surgery but he had, to date of trial, refused to do

so. The injury was initially painful and resulted in impaired vision such that he must turn his head in order to see to the right. When hunting, he must site through his left, uninjured eye.

Damages were assessed at \$3,000.00 for this 1975 injury. When adjusted for inflation to 1992 dollars this amounts to \$7,500.00.

Leitz v. Saskatoon Drug and Stationery Co. Ltd. (1980) 4 Sask. R. 35

The plaintiff was injured in an incident which occurred June 30, 1976. The injury occurred as a result of a pair of sunglasses smashing when struck with a baseball. The plaintiff had larger pieces of glass removed from his eye as well as a number of smaller splinters. The cornea was lacerated. Both eyes were covered and he was hospitalized for 10 days. The injury was very painful. He suffered residual problems which included a loss of his vision to the left side. He could see images out of the corner of the left eye but they were not clear, and to avoid this phenomena the plaintiff had to tuck his chin in and look straight ahead at an object rather than look at it peripherally. The visual acuity was reduced as a result of the accident. Damages were assessed at \$12,000.00 which, adjusted for inflation to 1992 dollars, amounts to \$30,000.00.

Saskatchewan cases involving fractures to the hand could not be located however, cases involving wrist fractures are somewhat helpful.

Moosburger v. Boryk (1990) 85 Sask. R. 178

The plaintiff suffered lacerations to the face and forearm and severed tendons and ulnar nerve in the left wrist as a result of an accident May 20, 1985. No surgery was required but the plaintiff was hospitalized for six days and her arm was placed in a cast for four weeks. Physiotherapy was required. She had a continuing loss of feeling in several fingers and difficulty grasping small objects or lifting heavy objects. The delicate coordinated balance of the musculature was disrupted and she was unlikely to regain full function of the hand in the future. Non pecuniary damages of \$18,000.00 was awarded which included some for facial lacerations. Adjusted to 1992 dollars this amounts to \$24,000.00.

Hannah v. Sask. Wheat Pool (1983) 24 Sask. R. 252

The plaintiff was injured in an accident January 21, 1978. He suffered a colles fracture of the left wrist. The wrist was immobilized while the swelling subsided and then he required a cast. It took approximately six months for the wrist to return to near normal condition. The wrist remained painful with heavy work and there were ongoing losses of range of motion in the wrist. Non-pecuniary damages were assessed at \$3,500.00 which, adjusted for inflation, amounts to \$8,000.00 in 1992 dollars.

3. Pecuniary Damages

The plaintiff has produced no income tax records to substantiate any past income loss. It is submitted that without further detail, a lost earning capacity award is not justified. The plaintiff asserts that he might experience some reduction in earning capacity in the event that he obtains his commercial pilot's licence and cannot fly at night, or in the event that his vision does not meet commercial pilot standards; however, to date the defendants have received no information concerning the plaintiff's occupational changes, if any, or as to any impediments to obtaining a commercial pilot's licence.

Quantification of such a loss remains extremely difficult given that it is the plaintiff's plan to be self employed in these endeavors. Without a specific business plan it is difficult to assess whether the plan is a realistic one or an attainable one. It is also extremely difficult to assess the degree to which the plaintiff's performance in his chosen occupation may be affected given the plaintiff's suggestion that laser surgery may alleviate some, if not all of his ongoing complaints.

4. Prejudgment Interest

The plaintiff has claimed pre-judgment interest. According to the Court of Appeal, when a judgment (as opposed to a settlement) is involved, pre-judgment interest is payable on non-pecuniary damages: Bunce v. Flick et al, (1992) 93 Sask. R. 53. However, it is not clear whether pre-judgment interest is to be awarded on the full amount of the non-pecuniary damages from the date of the accident, or only on that portion of the pain and suffering which occurs between the date of the accident and the date of judgment. This issue was argued before McLellan, J. in Ochitwa v. Ochitwa (1991) 88 Sask. R. 132. However, the issue was resolved by the parties after the hearing and before

any Fiat was written on the point. The issue was also argued in Knoblauch v. Biwer and Sopatyk, (1993) 104 Sask. R. 31. Noble, J. allowed pre-judgment interest on the full amount of the non-pecuniary damages, from the date of the accident. The issue was argued again, in December, 1992, before Gunn, J. in Hepworth v. Zerbin, Q.B. 3648 of 1988, J.C. Regina; and the result was the same as in Knoblauch. However, the awarding of pre-judgment interest is subject to an overriding discretion on the part of the trial judge. In Lowe v. Marshall, (1990) 83 Sask. R. 173, MacLeod, J. awarded pre-judgment interest only on past loss of income, although the plaintiff specifically asked for pre-judgment interest on non-pecuniary damages.

For the purpose of the Pre-Trial Conference, it is submitted that pre-judgment interest should not be an issue since the judgment state has not been reached.

5. Miscellaneous

No weekly indemnity benefits have been paid to the plaintiff by Saskatchewan Government Insurance on either the July 24, 1992 or November 16, 1992 accidents.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 27 day of
Jan, A.D., 1998.

K.A. LERNER

Per: 

Solicitor for the defendants, Donald Dietz
and Autotran Manufacturing Ltd..

This Brief of Law was delivered by K.A. Lerner, Barrister and Solicitor, 623 - 2nd Avenue N., Saskatoon, Saskatchewan, S7K 0H3, and the address for service is in care of the said solicitor.

LAWYER IN CHARGE: Jennifer A. Bailey

TELEPHONE: 683-2113



MAY 08 1995

Saskatchewan

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May 1, 1995

File: CS 45-3

Ms. Jennifer Bailey
SGI
623 2nd Avenue North,
Saskatoon, Saskatchewan.
S7K OH3

Dear Ms. Bailey:

Re: MVA File S717895-0 AUTOT

This is in reply to your letter dated April 7, 1995, requesting information on widths of Highway 45.

This highway is classed as a secondary highway with a TMS(thin membrane surface). These types of highways are not designed with shoulders. The subgrade width design would have been 8.5 metres with a 7.3 metre asphalt surface. This in effect leaves approximately 0.6 metres outside the edge of the surfaced driving lanes.

Actual measurements taken are as follows:

Location	Northbound lane	Southbound lane	Subgrade Width
8.0 km north of Accident site	3.8 metres	3.8 metres	8.8 metres
Accident Site	3.7	3.7	8.8
8.0 km south-east of Accident Site	3.7	3.7	8.4

The centre-line is striped with yellow lines in accordance with Department policy and is located on the centre of the asphalt mat.

I trust this is the information required. If I can be of any further assistance, please call.

Gary R. McClelland,
Area Maintenance Supervisor

May 7, 1992

16, 1992

Don and I left Lenoir about 7:00 or
ntly after. We went North 4 miles on
ghway 19, turned west on highway 44. We
met and were past by several vehicles.
I watched the right wheel.

I mentioned to Don that there was a lot
of traffic. A vehicle passed us with people in
orange hunting gear. Don said it was the
first day of hunting season. We crossed the
Dam and started North on 44 to Macorie.

We met a truck, Don pulled over, the truck
slowed down and pulled over. I was watching the
right tire of the truck, we were going about
20-25 mph.

The second vehicle came along shortly after. Don
pulled over again and slowed down. I was
watching the right tire. As the vehicle
approached, Don had the truck over to the
right, in the gravel. Don said look out, hang on
realizing the vehicle was too close. There was
a thud in the back, ~~we~~^{Don} slowed down and
stopped as fast as we could. I ran back to
the car. I called back to Don to call for
help. I saw no skid marks prior to
impact, only ^{white} marks into the east ditch
from the car.

D. Ditz

93 MAY 10 09:15

Ment Routh
Box 184
Loreburn, SK.
S0H 2S0



S G I Claims
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c/o Dana