

Prince Edward Island

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VOL. CXXXV - NO. 16

Charlottetown, Prince Edward Island, April 18, 2009

CANADA PROVINCE OF PRINCE EDWARD ISLAND IN THE SUPREME COURT - ESTATES DIVISION

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
BUOTE, Mary Cecilia North Rustico Queens Co., PE April 18, 2009 (16-29)*	Debra Collister (EX.)	E. W. Scott Dickieson Law Office PO Box 1453 Charlottetown, PE
GROVES, Curtis Lawrence Shenandoah County Virginia, USA April 18, 2009 (16-29)*	Terence L. McGuire (EX.)	McLellan Brennan 37 Central Street Summerside, PE
HUESTIS, Claire Summerside Prince Co., PE April 18, 2009 (16-29)*	Eldon Huestis (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
MacRAE, Alexander Eldon Queens Co., PE April 18, 2009 (16-29)*	Donalda Ross (EX.)	Campbell Lea PO Box 429 Charlottetown, PE
MacRAE, Rena MacLean Charlottetown Queens Co., PE April 18, 2009 (16-29)*	Andrew Ian MacRae (EX.)	McInnes Cooper BDC Place Suite 620, 119 Kent Street Charlottetown, PE
GILL, David A. Stratford Queens Co., PE April 18, 2009 (16-29)*	Elaine T. Gill (AD.)	Campbell Stewart PO Box 485 Charlottetown, PE
RECOSKIE, Marjorie Golden Lake Ontario April 18, 2009 (16-29)*	Clarence Recoskie (AD.)	Cox & Palmer 82 Summer Street Summerside, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
CLARKIN, Gladys I. Charlottetown Queens Co., PE April 11, 2009 (15-28)	Brian D. Clarkin Ronald J. Clarkin (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacEWEN, Edith Blanche Charlottetown Queens Co., PE (Formerly of West St. Peters, Kings Co., PE) April 11, 2009 (15-28)	Roy Hammond MacEwen Audrey Pearl Shaw (EX.)	Boardwalk Law Office 220 Water Street Parkway Charlottetown, PE
O'DONNELL, Mary Kathleen Avondale Queens Co., PE April 11, 2009 (15-28)	Marian Murphy Janet O'Donnell Ronald O'Donnell (EX.)	Birt & McNeill 138 St. Peters Road Charlottetown, PE
PENDERGAST, Reginald T. St. Louis Prince Co., PE April 11, 2009 (15-28)	Reverend Arthur Pendergast (EX.)	McLellan Brennan 37 Central Street Summerside, PE
CONRAD, Reginald Bruce (also known as Bruce Reginald Conra Wellington Prince Co., PE April 11, 2009 (15-28)	Wayne Conrad d) Karen Newcombe (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
PINE, Michael Joseph Mount Royal Prince Co., PE April 4, 2009 (14-27)	Harold Pine, Jr. (EX.)	McInnes Cooper PO Box 177 O'Leary, PE
YOUNKER, Chester Warner Brackley Beach Queens Co., PE April 4, 2009 (14-27)	Jurretta Laura Younker Margaret Grace Younker Dorothy Joanne Burns (EX.)	Catherine M. Parkman Law Office PO Box 1056 Charlottetown, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
RAYNER, Arthur James Charlottetown Queens Co., PE April 4, 2009 (14-27)	Pamela Elaine Vessey (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
BANKS, Glenna Emeline Summerside Prince Co., PE March 28, 2009 (13-26)	Bonita (Bonnie) Lee Wheatley (EX.)	Ramsay & Clark PO Box 96 Summerside, PE
GALLANT, Alban J. Summerside Prince Co., PE March 28, 2009 (13-26)	Betty Doucette (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
LOWE, Eleanor Mary Charlottetown Queens Co., PE March 28, 2009 (13-26)	David Mitchell (EX.)	McInnes Cooper BDC Place Suite 620,119 Kent Street Charlottetown, PE
MacDONALD, Elmer Garfield Charlottetown Queens Co., PE March 28, 2009 (13-26)	Harvey David MacDonald Gwenneth Wyand Nancy Chandler (EX.)	McInnes Cooper BDC Place Suite 620, 119 Kent Street Charlottetown, PE
MOLYNEAUX, James Reginald Gerard Charlottetown Queens Co., PE March 28, 2009 (13-26)	Sheila Murphy (EX.)	Philip Mullally Law Office PO Box 2560 Charlottetown, PE
RODD, Alton Alexander Charlottetown (Formerly of North Milton) Queens Co., PE March 28, 2009 (13-26)	Douglas A. Rodd (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
SMITH, Dorothy Mary Summerside Prince Co., PE March 28, 2009 (13-26)	Sarah (Sadie) Frizzell Betty Lou Frizzell Abbott (EX.)	Cox & Palmer 82 Summer Street Summerside, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
ARSENAULT, Robert C. Summerside Prince Co., PE March 21, 2009 (12-25)	Earle Arsenault (EX.)	McLellan Brennan 37 Central Street Summerside, PE
BAXTER, Margaret Souris Kings Co., PE March 21, 2009 (12-25)	Gertrude (Jean) MacDonald Jean Marie (Hyde) Gillis (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
HICKEN, Carl Brenton Sturgeon Kings Co., PE March 21, 2009 (12-25)	Robert Graham The Bank of Nova Scotia Trust Company (EX.)	Cox & Palmer PO Box 516 Montague, PE
LEARD, Gordon E. Martinvale Kings Co., PE March 21, 2009 (12-25)	Edna C. Leard (EX.)	Cox & Palmer PO Box 516 Montague, PE
MUNN, Delburn Charlottetown Queens Co., PE March 21, 2009 (12-25)	Ernest Drake (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE
SMITH, Florence Manuel Stratford Queens Co., PE March 21, 2009 (12-25)	Paul Smith Sharon Moyse (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
THIESSEN, Dorothy Charlottetown Queens Co., PE March 21, 2009 (12-25)	Margaret Ann Mosher (EX.)	Campbell Lea PO Box 429 Charlottetown, PE
WAITE, Ralph William Summerside Prince Co., PE March 21, 2009 (12-25)	Wilfred Stewart Waite (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
COFFIN, Marjorie Charlottetown Queens Co., PE March 21, 2009 (12-25)	Robert Coffin Gordon Coffin (AD.)	Matheson & Murray PO Box 875 Charlottetown, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
DELORIE, Francis Urban Montague Kings Co., PE March 21, 2009 (12-25)	Claire Murphy (AD.)	Paul J. D. Mullin, QC PO Box 604 Charlottetown, PE
GORMLEY, Mildred Theresa Charlottetown Queens Co., PE March 21, 2009 (12-25)	Virginia VanDerVelden (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
PHILLIPS, Blair Wendell St. Eleanors Prince Co., PE March 21, 2009 (12-25)	Brenda Phillips (AD.)	McInnes Cooper PO Box 1570 Summerside, PE
CONRAD, Marjorie Helena Wellington Prince Co., PE March 14, 2009 (11-24)	Wayne Conrad Karen Newcombe (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
GILLIS, Nicholas Alexander Charlottetown Queens Co., PE March 14, 2009 (11-24)	Neil Shaw (EX.)	Catherine M. Parkman Law Office PO Box 1056 Charlottetown, PE
HICKOX, Grace E. Crapaud (Formerly of Springfield) Queens Co., PE March 14, 2009 (11-24)	Roger Hickox (EX.)	McInnes Cooper BDC Place Suite 620, 119 Kent Street Charlottetown, PE
OBUKURO, Kazuhide Toronto Ontario	Elva Obukuro (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
March 14, 2009 (11-24) STEELE, Donald Charles Charlottetown Queens Co., PE March 14, 2009 (11-24)	Helen Katherien Steele (EX.)	Philip Mullally Law Office PO Box 2560 Charlottetown, PE
THOMPSON, Reginald Frederick Milltown Cross Kings Co., PE March 14, 2009 (11-24)	Mary Jean Thompson (EX.)	Cox & Palmer PO Box 516 Montague, PE

Estate of: Date of	Personal Representative: Executor/Executrix (Ex)	Place of
the Advertisement	Administrator/Administratrix (Ad)	Payment
WEEKS, Harrison Ray Hunter River Queens Co., PE March 14, 2009 (11-24)	Sandra Dawn Weeks Craig Harrison Weeks (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
GAIRNS, John Thomas Bellevue Queens Co., PE March 14, 2009 (11-24)	Kimberley MacRae John Gairns (AD.)	Macnutt & Dumont PO Box 965 Charlottetown, PE
MacKENZIE, Jessie Anne (also known as Jessie Ann MacKenzie) Belfast Queens Co., PE March 14, 2009 (11-24)	Allan MacKenzie Joanne Larsen (AD.)	Matheson & Murray PO Box 875 Charlottetown, PE
YOUNG, Emmett Joseph Summerside Prince Co., PE March 14, 2009 (11-24)	Marie Myers Reginald Young (AD.)	Cox & Palmer 82 Summer Street Summerside, PE
DOYLE, John Joseph Charlottetown Queens Co., PE March 7, 2009 (10-23)	Garry Doyle (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
DUNNING, Joseph Edward Stratford Queens Co., PE March 7, 2009 (10-23)	Helen Bridget Dunning Linda Lynne Thomas (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
HENNESSEY, Joseph Daniel Charlottetown Queens Co., PE March 7, 2009 (10-23) ROSS, Charles M. Point Prim	Shirley Olga Hennessey (EX.) Kathy Ross (EX.)	BDC Place Suite 620, 119 Kent Street Charlottetown, PE Campbell Lea PO Box 429
Queens Co., PE March 7, 2009 (10-23) HANSEN, Janet Louise Calgary	Robert David Reid Hogg (AD.)	BDC Place
Alberta March 7, 2009 (10-23)		Suite 620, 119 Kent Street Charlottetown, PE

307

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
WALLACE, Kevin Fortune Cove Prince Co., PE March 7, 2009 (10-23)	Joanne Wallace (AD.)	Cox & Palmer PO Box 40 Alberton, PE
BRYENTON, Gladys Clinton Prince Co., PE February 28, 2009 (09-22)	Ann Semple (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
MacKINNON, Della M. Summerside Prince Co., PE February 28, 2009 (09-22)	Wayne MacKinnon Cathy White (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
MacMILLAN, Leith Maxwell West Covehead Queens Co., PE February 28, 2009 (09-22)	Shirley Faye MacMillan (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE
OAKLEY, Alice Maude Mary French River Prince Co., PE February 28, 2009 (09-22)	Glen MacKay (EX.)	Cox & Palmer 82 Summer Street Summerside, PE
SMITH, Gerald Alden Seven Mile Bay Prince Co., PE February 28, 2009 (09-22)	Carol Evelyn Smith (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
BOVYER, Fern Elizabeth Charlottetown Queens Co., PE February 28, 2009 (09-22)	Diana Robbins (AD.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
ARSENAULT, Ann Stella Summerside Prince Co., PE February 21, 2009 (08-21)	Linda Pickett (EX.)	McInnes Cooper PO Box 1570 Summerside, PE
CALLBECK, Leaman Alexander Crapaud Queens Co., PE February 21, 2009 (08-21)	Faye C. Trowsdale C. Lester Callbeck Robert M. Callbeck (EX.)	McLellan Brennan 37 Central Street Summerside, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
the Advertisement	Administrator/Administratorx (Ad)	rayment
GALLANT, Joseph Elmer Summerside Prince Co., PE February 21, 2009 (08-21)	Kevin Gallant Cheryl Whillans (EX.)	David R. Hammond, QC 740A Water Street East Summerside, PE
GARNHUM, Mary Adelma Charlottetown Queens Co., PE February 21, 2009 (08-21)	Gail Feehan Michelle Garnhum (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
LORD, Muriel Mathers Crapaud Queens Co., PE February 21, 2009 (08-21)	Lorna Lois Lord (EX.)	David R. Hammond, QC 740A Water Street East Summerside, PE
LOVE, H. Arthur Charlottetown Queens Co., PE February 21, 2009 (08-21)	J. Peter Love Donald A. Love (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacKENZIE, Mary Edith Charlottetown Queens Co., PE February 21, 2009 (08-21)	Robert I. MacKenzie Sandra Lee MacKenzie (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
REID, Edward Reginald Charlottetown Queens Co., PE February 21, 2009 (08-21)	Malcolm Reginald Reid Douglas Barclay Reid (EX.)	Birt & McNeill 138 St. Peters Road Charlottetown, PE
WINCEY, William Bernard Charlottetown Queens Co., PE February 21, 2009 (08-21)	John David Wincey (Sr.) (EX.)	Collins & Associates National Bank Tower, Suite 200 134 Kent Street Charlottetown, PE
MacNABB, Mary Isabel Grand Tracadie Queens Co., PE February 21, 2009 (08-21)	Caroline MacNabb (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
CONNELLY, Wanda Lillian Alberton Prince Co., PE February 14, 2009 (07-20)	Barry Connelly (EX.)	Cox & Palmer PO Box 40 Alberton, PE

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
DESROCHE, Leamon Joseph St. Felix Prince Co., PE February 14, 2009 (07-20)	Edith Marie DesRoche (EX.)	Cox & Palmer PO Box 40 Alberton, PE
JORDAN, Harry Sheldon Charlottetown Queens Co., PE February 14, 2009 (07-20)	Shirley Florence Jordan (EX.)	Matheson & Murray PO Box 875 Charlottetown, PE
PETERS, J. Elmer Stratford Queens Co., PE February 14, 2009 (07-20)	Frank J. Peters (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
PETERS, L. Carol Stratford Queens Co., PE February 14, 2009 (07-20)	Frank J. Peters (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
OATWAY, Gary Lawson Conway, Ellerslie RR#2 Prince Co., PE February 14, 2009 (07-20)	Myrna Albert Cecil Oatway (AD.)	Lyle & McCabe PO Box 300 Summerside, PE
SMITH, Norman W. Winsloe Queens Co., PE February 14, 2009 (07-20)	Orien Smith Dorothy Smith (AD.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
BOWNESS, Jean Chisholm Bedeque Prince Co., PE February 7, 2009 (06-19)	Gordon Bowness (EX.)	Robert McNeill 251 Water Street Summerside, PE
DOUGLAS, Janet L. Charlottetown Queens Co., PE February 7, 2009 (06-19)	Keith Pigot Joan Auld (EX.)	Campbell Stewart PO Box 485 Charlottetown, PE
ELLIS, Garfield Robert O'Leary Prince Co., PE February 7, 2009 (06-19)	Robert David Ellis (EX.)	Cox & Palmer PO Box 40 Alberton, PE

Date of the Advertisement	Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
LITTLE, Elsie Neston, South Wirral Cheshire February 7, 2009 (06-19)	Peter Robinson Wise Philip Henry McKeown (EX.)	McInnes Cooper BDC Place Suite 620, 119 Kent Street Charlottetown, PE
MacDONALD, Robert M. (Sr.) Bridgewater, Plymouth Co., Massachusetts, USA February 7, 2009 (06-19)	Muriel J. MacDonald (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
MacKENZIE, Derald F. Stratford Queens Co., PE February 7, 2009 (06-19)	Donald Shaw MacKenzie (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MacLEAN, Ronald William Charlottetown Queens Co., PE February 7, 2009 (06-19)	Boyd Rachmael MacLean Doug Carr (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
MANNING, Joseph St. Charles Kings Co., PE February 7, 2009 (06-19)	Rita Manning (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
MANUEL, Oliver H. Charlottetown Queens Co., PE February 7, 2009 (06-19)	John T. Manuel (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
CLOW, Rodney Bruce Little York Queens Co., PE February 7, 2009 (06-19)	Victor Clow (AD.)	Campbell Stewart PO Box 485 Charlottetown, PE
FRANCIS, Florence Edith Crapaud Queens Co., PE January 31, 2009 (05-18)	David Francis Ann Affleck (EX.)	McLellan Brennan PO Box 35 Summerside, PE
HUGHES, Helen Horner Ferguson Charlottetown Queens Co., PE January 31, 2009 (05-18)	Elizabeth Cheverie Lucie Sims (Formerly Jardine) (EX.)	Philip Mullally Law Office PO Box 2560 Charlottetown, PE

TAKE NOTICE that all persons indebted to the following estates must make payment to the personal representative of the estates noted below, and that all persons having any demands upon the following estates must present such demands to the representative within six months of the date of the advertisement:

Estate of:

Personal Representative:

Estate of: Date of the Advertisement	Personal Representative: Executor/Executrix (Ex) Administrator/Administratrix (Ad)	Place of Payment
McGUIGAN, Francis (Frank) E. Cornwall Queens Co., PE January 31, 2009 (05-18)	M. Shane McGuigan Tracey D. Watts (EX.)	Carr Stevenson & MacKay PO Box 522 Charlottetown, PE
TOWNSHEND, Letty Souris River Kings Co., PE January 31, 2009 (05-18)	Dave Townshend (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
PERRY, John Charlottetown Queens Co., PE January 31, 2009 (05-18)	Lisa Perry (AD.)	Cantini Law Group 2000 Barrington Street Halifax, NS
MACDONALD, John S. Cardigan Kings Co., PE January 24, 2009 (04-17)	Bernadette Macdonald Carol Gabanna Clare Waddell (EX.)	Cox & Palmer PO Box 516 Montague, PE
WALKER, John Howard Crapaud Prince Co., PE January 24, 2009 (04-17)	Marion MacKinnon Elmer MacDonald (EX.)	Ramsay & Clark PO Box 96 Summerside, PE
BOYLAN, Rodney Joseph Northam Prince Co., PE January 24, 2009 (04-17)	Brian Boylan (AD.)	Robert McNeill 251 Water Street Summerside, PE
STEWART, Cecil Charlottetown Queens Co., PE January 24, 2009 (04-17)	Pauline Stewart (AD.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE
FAY, Lena H. Clinton (Formerly of Kelvin Grove) Prince Co., PE January 17, 2009 (03-16)	Gordon Campbell (EX.)	Stewart McKelvey PO Box 2140 Charlottetown, PE
MacDONALD, Margaret V. Souris West Kings Co., PE January 17, 2009 (03-16)	Leonard Rogers (EX.)	Allen J. MacPhee Law Corporation PO Box 238 Souris, PE

http://www.gov.pe.ca/royalgazette

Estate of.	r ersonar Representative.	
Date of	Executor/Executrix (Ex)	Place of
the Advertisement	Administrator/Administratrix (Ad)	Payment
REDDIN, Agnes	James MacDonald	Philip Mullally Law Office
Mount Stewart	Reddin (EX.)	PO Box 2560
Queens Co., PE		Charlottetown, PE
January 17, 2009 (03-16)		

The following order was approved by the Administrator in Council dated 7 April 2009.

EC2009-184

GRAIN ELEVATORS CORPORATION ACT PRINCE EDWARD ISLAND GRAIN ELEVATORS BOARD OF DIRECTORS APPOINTMENT

Pursuant to subsection 2(2) of the Grain Elevators Corporation Act R.S.P.E.I. 1988, Cap. G-5 Council made the following appointment:

NAME TERM OF APPOINTMENT

Robert Mulligan 4 March 2009

Emerald

(vice Robert MacMillan, term expired) 4 March 2012

Signed,

Geoff Townsend Clerk Assistant of the Executive Council

16

NOTICE OF CHANGE OF CORPORATE NAME

Companies Act R.S.P.E.I. 1988, CAP. C-14, S. 81.1

Public Notice is hereby given that under the Companies Act the following corporation has changed its corporate name:

Former Name 100804 P.E.I. INC.
New Name MARK CRAIG INC.

Effective Date: March 25, 2009

NOTICE OF DISSOLUTION

Partnership Act R.S.P.E.I. 1988, Cap. P-1

Public Notice is hereby given that a Notice of Dissolution has been filed under the Partnership Act for each of the following:

Name: SHERWOOD DAY CARE &

KINDERGARTEN

Owner: SHERWOOD FURNITURE LTD.
Registration Date: April 07, 2009

Name: ALL OCCASION FLORIST

Owner: ASHBURN INC.

Registration Date: April 06, 2009

Name: EASY BREW Owner: John Tucker

Registration Date: April 07, 2009

Name: PROPER KLEEN PRESSURE

WASHING SERVICES

Owner: Gordon Keen

Registration Date: April 07, 2009

Name: RED SOIL ORGANICS Owner: Gerald Dykerman Eddy Dykerman

Registration Date: April 06, 2009

Name: SHAPERS LIFE FITNESS

Owner: Blye Perry Elizabeth Ross

Registration Date: April 03, 2009

16

NOTICE OF GRANTING LETTERS PATENT

Companies Act R.S.P.E.I. 1988, Cap. C-14, s.11

Public Notice is hereby given that under the Companies Act Letters Patent have been issued by the Minister to the following:

Name: 101285 P.E.I. INC.

500 City View Drive, Mermaid

P.O. Box 5231

Charlottetown, PE C1A 7J8

Incorporation Date: April 08, 2009

Name: 101290 P.E.I. INC.

82 Summer Street

Summerside, PE C1N 3H9

Incorporation Date: April 08, 2009

Name: DR. GIL GRIMES PROFESSIONAL

CORPORATION 83 Lewis Road

RR 1

Alberton, PE C0B 1B0

Incorporation Date: April 06, 2009

Name: DR. M. EDWARD WHITE

PROFESSIONAL CORPORATION

44 Ambrose Street

Charlottetown, PE C1A 3P4

Incorporation Date: April 02, 2009

Name: MHE ENGINEERING

CONSULTANTS INC.

9 Queen Street

Charlottetown, PE C1A 7N4

Incorporation Date: April 08, 2009

Name: PEI SPECIALTY MEATS INC.

8 Egan Street

Mount Stewart, PE C0A 1T0

Incorporation Date: April 03, 2009

Name: PROPER KLEEN PRESSURE

WASHING SERVICES LTD. 516 Pleasant Grove Road

York, PE C0A 1P0

Incorporation Date: April 07, 2009

Name: ROUTE 22 LTD.

513 B North River Road Charlottetown, PE C1E 1J6

Incorporation Date: April 07, 2009

16

NOTICE OF GRANTING SUPPLEMENTARY LETTERS PATENT

Companies Act

R.S.P.E.I. 1988, Cap. C-14, s.18, s.3

Public Notice is hereby given that under the Companies Act supplementary letters patent have been issued by the Minister to the following:

Name: 101265 P.E.I. INC.

Purpose To increase the authorized capital. Effective Date: April 09, 2009

Name: EVANGELINE RECREATION

COMMISSION INC. - LA COMMISSION DE RECREATON DE LA REGION EVANGELINE

INC.

Purpose To amend the Objects and Purposes. Effective Date: April 07, 2009

16

NOTICE OF REGISTRATION

Partnership Act

R.S.P.E.I. 1988, Cap. P-1, s.52 and s.54(1)

Public Notice is hereby given that the following Declarations have been filed under the Partnership Act:

Name: BERKLEY CANADA Owner: BERKLEY CANADA INC.

100 King Street West

1 First Canadian Place, Suite 2610

Toronto, ON M5X 1E4

Registration Date: April 02, 2009

Name: SUNGLASS HUT

Owner: LUXOTTICA RETAIL CANADA

INC.

21 Four Seasons Place

Suite 230

Toronto, ON M9B 6J8

Registration Date: April 02, 2009

Name: SUNGLASS HUT

INTERNATIONAL

Owner: LUXOTTICA RETAIL CANADA

INC.

21 Four Seasons Place

Suite 230

Toronto, ON M9B 6J8

Registration Date: April 02, 2009

Name: PR ENTERTAINMENT Owner: FR ENTERPRISES INC. 44 Rochford Street Charlottetown, PE C1A 3T3

Registration Date: April 02, 2009

Name: MYER'S TIRE SUPPLY (CANADA) Owner: MYE CANADA OPERATIONS

INC.

40 King Street West Suite 5800 Toronto, ON M5H 3S1

Registration Date: March 18, 2009

Name: ITML HORTICULTURAL

PRODUCTS

Owner: MYE CANADA OPERATIONS

INC.

40 King Street West

Suite 5800

Toronto, ON M5H 3S1

Registration Date: March 18, 2009

Name: LEONHARD'S Owner: LEONHARD'S INC. 42B University Ave.

Charlottetown, PE C1A 4U7

Registration Date: April 06, 2009

Name: CELLSHOP

Owner: BEST BUY CANADA LTD. 1200 Waterfront Centre

200 Burrard Street Vancouver, BC V6C 3L6

Registration Date: April 06, 2009

Name: MHE ENGINEERING Owner: MHE ENGINEERING CONSULTANTS INC.

9 Oueen Street

Charlottetown, PE C1A 7N4

Registration Date: April 08, 2009

Name: JM CHURROS Owner: 101050 P.E.I. INC. 2393 Eastern Road

RR #1

York, PE COA 1P0

Registration Date: April 08, 2009 Name: PEI INTERNATIONAL

MOTORING FESTIVAL

Owner: 101032 P.E.I. INC. 4715 Route 19

Nine Mile Creek

Cornwall, PE C0A 1H0

Registration Date: April 08, 2009

Name: ALL OCCASION FLORIST Owner: Rachel Anne Meraw 161 St. Peter's Road

Charlottetown, PE C1A 5P7 April 06, 2009

Registration Date:

Name: CHAMELEON LANGUAGE

CENTRE Owner: Annamaria Kiss 27 Passmore Street

Charlottetown, PE C1A 2B8

Registration Date: April 06, 2009

Name: EASY BREW Owner: Fred J. Whalen 15 Reid Street

Central Bedeque, PE C0B 1G0

April 07, 2009 Registration Date:

Name: ENDEAVOR SALES Owner: Holly Ryder 352 High Street

Summerside, PE C1N 2R6

Registration Date: April 07, 2009

Name: EYE SPY INVESTIGATIONS

Owner: Todd Moase P.O. Box 540

Kensington, PE C0B 1M0

Registration Date: April 06, 2009

Name: HALLAIG ORGANICS

Owner: Melissa Mullen #1002 Lewes RR #3

Belle River, PE COA 1B0

April 01, 2009 Registration Date:

Name: MACARTHUR SIDING Owner: Jason MacArthur

P.O. Box 44 North Wiltshire, PE COA 1Y0

Registration Date: April 08, 2009 Name: MARIGOLD REG'D GOLDEN

RETRIEVERS
Owner: Deborah Anne Fraser
3468 North Carleton Road

Albany RR 2

North Carleton, PE C0B 1A0

Registration Date: April 07, 2009

Name: MONTAGUE FLOWER SHOPPE

Owner: Wendy Sharkey 2516 Heatherdale Road Montague, PE C0A 1R0

Owner: Jim Sharkey

2516 Heatherdale Road Montague, PE C0A 1R0

Registration Date: April 02, 2009

Name: OCEAN STAR TAKEOUT

Owner: Jean DesRoches 78 Harbour Road

Box 3411 Tignish Shore, PE C0B 2B0

Registration Date: April 03, 2009

Name: PEI VACATIONS ON THE

WATERFRONT Owner: Jeffrey T. Briggs

12958 Monticello

RR #5

Souris, PE C0A 2B0 Owner: Miriam V. Briggs

12958 Monticello

RR #5

Souris, PE C0A 2B0

Registration Date: April 06, 2009

Name: RED SOIL ORGANICS

Owner: Gerald Dykerman

RR4

North Wiltshire, PE COA 1Y0
Owner: Eddy Dykerman

Crabbe Road
Milton, PE C1E 1Z4

Owner: Matthew Dykerman 596 Crabbe Road

Milton, PE C1E 1Z4

Registration Date: April 06, 2009

Name: SHAPERS LIFE FITNESS

Owner: Elizabeth Ross

381 Brophy Avenue Summerside, PE C1N 5W7

Registration Date: April 03, 2009

Name: SPRY CONSULTING

Owner: Jason Lee 45 Water Street P.O. Box 2952

Charlottetown, PE C1A 8C5

Registration Date: April 03, 2009

Name: TERRY'S CHIPPING Owner: Terry B. Coates

Lorne Valley, PE C0A 1T0

Registration Date: April 08, 2009

Name: URBAN DELIGHT SUITES

Owner: Laurie Carruthers 88 Hillsborough Street Charlottetown, PE C1A 4W4

Registration Date: April 03, 2009

Name: WINTER MOON ICE CIDER

Owner: Barry Balsom 1309 Rte. 131

Arlington, PE C0B 1Y0

Registration Date: April 02, 2009

16

NOTICE CHANGE OF NAME

Be advised that a name change under the *Change of Name Act* S.P.E.I. 1997, C-59 was granted as follows:

Former Name: Jordan Gilbert Ashley,

Huggan

Address: R.R. # 3 Marshfield

Prince Edward Island

C1A 7J7

Present Name: Jordan Gilbert Ashley, De

Jong

April 2, 2009

T.A. Johnston Director of Vital Statistics

16

INDEX TO NEW MATTER VOL. CXXXIV - NO. 16	MISCELLANEOUS NOTICES		
April 18, 2009	Change of Name Act		
•	DeJong, Jordan Gilbert Ashley 316		
APPOINTMENTS	Huggan, Jordan Gilbert Ashley 316		
Grain Elevators Corporation Act			
Prince Edward Island Grain Elevators	PARTNERSHIP ACT NOTICES		
Board of Directors			
Mulligan, Robert	Dissolutions		
	All Occasion Florist		
COMPANIES ACT NOTICES	Easy Brew		
	Proper Kleen Pressure Washing Services . 313		
Change of Corporate Name	Red Soil Organics		
100804 P.E.I. Inc	Shapers Life Fitness		
Mark Craig Inc	Sherwood Day Care & Kindergarten 313		
Granting Letters Patent	Registrations		
101285 P.E.I. Inc	All Occasion Florist		
101290 P.E.I. Inc 314	Berkley Canada		
Dr. M. Edward White	Cellshop		
Professional Corporation	Chameleon Language Centre 315		
Dr. Gil Grimes Professional Corporation 314	Easy Brew		
MHE Engineering Consultants Inc 314	Endeavor Sales		
PEI Specialty Meats Inc	Eye Spy Investigations		
Proper Kleen Pressure Washing	Hallaig Organics		
Services Ltd	ITML Horticultural Products 315		
Route 22 Ltd	JM Churros		
	Leonhard's		
Granting Supplementary Letters Patent	MacArthur Siding		
101265 P.E.I. Inc	Marigold Reg'd Golden Retrievers 316		
Evangeline Recreation Commission Inc	MHE Engineering		
La commission de recreaton de la region	Montague Flower Shoppe		
Evangeline Inc	Myer's Tire Supply (Canada)		
TOTAL TOTAL STORY	Ocean Star Takeout		
ESTATE NOTICES	PEI International Motoring Festival 315		
A. T	PEI Vacations on the Waterfront 316		
Administrators' Notices	PR Entertainment		
Gill, David A	Red Soil Organics		
Recoskie, Marjorie	Shapers Life Fitness		
TO A STOLE	Spry Consulting		
Executors' Notices	Sunglass Hut International		
Buote, Mary Cecilia	Sunglass Hut		
Groves, Curtis Lawrence	Terry's Chipping		
Huestis, Claire	Urban Delight Suites		
MacRae, Alexander 301 MacRae, Rena MacLean 301	winter wroon ree Cider		
macrae, Relia macrean 301			

The ROYAL GAZETTE is issued every Saturday from the office of Michael Fagan, Queen's Printer, PO Box 2000, Charlottetown, PEI C1A 7N8. All copy must be received by the Tuesday preceding day of publication. The subscription rate is \$55.00 per annum, postpaid; single copies are \$2.00 each, postpaid or \$1.00 each, over the counter.

PART II REGULATIONS

EC2009-183

EXTRA-PROVINCIAL CORPORATIONS REGISTRATION ACT FEES REGULATIONS AMENDMENT

(Approved by the Administrator in Council dated 7 April 2009.)

Pursuant to section 15 of the *Extra-provincial Corporations Registration Act* R.S.P.E.I. 1988, Cap. E-14, Council made the following regulations:

- 1. Clause 1(2)(c) of the *Extra-provincial Corporations Registration Act* Fees Regulations (EC597/04) is amended by the deletion of the words "\$200" and the substitution of the words "\$250".
- 2. These regulations come into force on June 1, 2009.

EXPLANATORY NOTES

SECTION 1 raises the fee payable for registration of extra-provincial corporations which are not financial institutions or oil and gas companies from \$200 to \$250 per annum.

SECTION 2 provides for the commencement of these regulations.

Certified a true copy,

Geoff Townsend Clerk Assistant of the Executive Council

EC2009-196

AGRICULTURAL INSURANCE ACT LIVESTOCK INSURANCE REGULATIONS

(Approved by the Administrator in Council dated 7 April 2009.)

Pursuant to section 16 of the *Agricultural Insurance Act* R.S.P.E.I. 1988, Cap. A-8.2, the Board of the Prince Edward Island Agricultural Insurance Corporation, with the approval of the Lieutenant Governor in Council, made the following regulations:

Definitions	1. In these regulations
Act	(a) "Act" means the <i>Agricultural Insurance Act</i> R.S.P.E.I. 1988, Cap. A-8.2;
Agreement	(b) "Agreement" means the Livestock Insurance Agreement consisting of these regulations and Schedules, which have been approved by the Board for insurance coverage offered by the Corporation;
agricultural product	(c) "agricultural product" means(i) an animal, a plant or an animal or plant product, or(ii) a product, including any food or drink, that is wholly or partly derived from an animal or a plant;
Appeal Board	(d) "Appeal Board" means the Appeal Board established under section 14 of the Act;
Board	(e) "Board" means the Board of Directors of the Corporation;
Corporation	(f) "Corporation" means the Prince Edward Island Agricultural Insurance Corporation established under section 2 of the Act;
coverage level	(g) "coverage level" means the percentage of the total production, insured value or livestock numbers on any farm enterprise that is insured under an insurance scheme and has the same meaning as set out in the Act;
coverage period	(h) "coverage period" means that period of time in respect of each insurable livestock commencing from the date an application for an insurance plan is filed to the final date for filing a Proof of Loss, as stated in the Schedules;
crop year	(i) "crop year" means any 12 month period which represents the birth, growing, harvesting, production and marketing of livestock or livestock products, as stated in the Schedules;

declared production

that crop year;

(j) "declared production" means any livestock or livestock product

that the insured declares on an Inventory and Production Report for

- (k) "deductible" means that portion of the insured value for which deductible no indemnity is payable;
- (l) "Department" means the Department of Agriculture;

Department

- (m) "destruction" means the disposal of insured livestock or destruction livestock products by any means acceptable to the Corporation;
- (n) "financial independence" means that the insured has resources in financial place to finance the insured livestock and livestock products thus allowing the insured to manage, sell and pay for operation expenses incurred to produce the livestock or livestock products and shall be evaluated based on the following criteria:

independence

(i) operating credit,

or diseased livestock;

- (ii) farm income and expense statements for income tax purposes,
- (iii) invoices for inputs purchased,
- (iv) a bill of sale for any livestock or livestock product insured,
- (v) a valid GST rebate tax number;

(o) "guaranteed yield" means that production of livestock or guaranteed yield livestock products which the contract of insurance guarantees and for which an insurance indemnity is available, subject to any deductible portion or adjustments that are allowed by the Corporation;

(p) "insurable livestock" means farm animals owned by the insured insurable livestock and housed in the province and includes any animal designated for insurance purposes and identified in the Schedules;

(q)"insurance plan" means a set of insurance features for a livestock insurance plan group or livestock product insured under an insurance scheme and has the same meaning as set out in the Act and contains details that are set out in the Schedules;

(r) "insured" means an individual, partnership or corporation insured insured under a policy issued by the Corporation;

- (s) "insured value" means the maximum value of insurable livestock insured value or livestock products for which an indemnity can be paid, as established for insurance purposes and stated on a per unit, insurable crop or insurance plan basis;
- (t) "laboratory" means an accredited Veterinary Pathology laboratory Laboratory and one which can provide diagnostic results on diseases
- (u) "livestock building" means any building owned or leased by an livestock building insured and used to house livestock insured under an insurance plan;
- (v) "livestock product" means any livestock product produced in the livestock product province and includes any agricultural product designated for insurance purposes and identified in the Schedules;
- (w) "loss ratio" means the ratio between the total indemnity paid to loss ratio an insured for an insurable crop during a preceding time period, and

the total premiums collected from the insured and the Government of Canada and the Government of Prince Edward Island on the same insurable crop and for the same time period;

non-arm's length relationship

- (x) "non-arm's length relationship" means a working relationship between
 - (i) a husband and wife (including common-law spouses),
 - (ii) a grandparent or parent and child (including step-parents and step-children),
 - (iii) siblings (including step-siblings),
 - (iv) a person and his or her brother-in-law or sister-in-law,
 - (v) a partnership and its partners, or
 - (vi) a corporation and its shareholders;

operationally dependent (y) "operationally dependent" means that the applicant does not own or lease sufficient equipment to feed, manage, grow, handle and harvest livestock or livestock products, but instead depends on custom work or other services to the extent that it affects management control of the crop;

optional coverage

(z) "optional coverage" means the level of coverage, the unit price or any other option offered for each insurance plan and chosen by the insured to apply to the insured's policy;

policy

- (aa) "policy" means a contract for insurance coverage issued to the insured by the Corporation, and includes
 - (i) the completed application form,
 - (ii) a signed Agreement or contract of insurance,
 - (iii) the Inventory and Production Report of the insured,
 - (iv) these regulations,
 - (v) the Schedules,
 - (vi) the statement of account, and
 - (vii) any amendment to any document referred to in subclause (i),
 - (ii), (iii), or (vi), and agreed to in writing by the Corporation and the insured;

premium

(bb) "premium" means the cost to insure an insurable crop or insurance plan that is established using the insured value, the premium rates approved by the Board and those adjustments that are included and expressed on a per unit, insurable crop or insurance plan basis;

production

(cc) "production" means the total units of livestock or livestock products reported by the insured in the Final Inventory and Production Report;

rider

(dd) "rider" means any rider issued by the Corporation and forming part of the policy;

Schedules

(ee) "Schedules" means the documents approved by the Board containing the specific descriptions, terms and conditions for each insurable crop or insurance plan and listed as part of the Agreement;

(ff) "unit price" means the maximum price per unit of the insurable unit price crop or any product thereof, as established by the Board and approved by Agriculture and Agri-Food Canada by means of their Unit Price Test.

2. (1) For the purposes of these regulations, "crop" includes livestock crop, defined and livestock products.

(2) The purpose of the livestock insurance program is to provide Purpose insurance coverage for losses to livestock or livestock products, as described in the Schedules, resulting from one or more of the insurable perils listed in subsection 7(1).

(3) Insurable crops are those livestock or livestock products that have Insurable crop been approved for insurance coverage by the Board and for which Schedules have been prepared and approved.

(4) All livestock or livestock products must be offered for insurance Idem coverage in order to have a valid contract of insurance.

(5) Those insurable livestock and livestock products identified in the Coverage Schedules are eligible for coverage under an individual insurance contract.

3. (1) For the purposes of the livestock insurance program, an applicant Independent for a contract of insurance must be financially and operationally independent of all other farm businesses growing the same insurable livestock or livestock products.

(2) Before separate insurance contracts can be issued for a farm Documents to prove operation with multiple partners or owners, or before insurable livestock or livestock products on a farm unit can be split, the insured must provide documents to prove financial independence, as defined in clause 1(n).

financial independence

(3) All criteria defined for financial independence must be met or the *Idem* Corporation shall deem the insureds to be one insured and the applications shall be combined as a single insured for the purposes of subsection 6(1).

(4) If, at any time, an insured who claims to be financially independent Deemed to be one of another insured is found by the Corporation not to be financially independent of the other insured, the Corporation shall deem the insureds to be one insured, for the purposes of subsection 6(1), for the crop year and for any subsequent crop years for which the insureds apply for insurance.

(5) Where applications for contracts of insurance are made by Eligibility corporations and partnerships, the financial independence of the shareholders or partners from other farm businesses growing the same insurable crop will be factors in deciding eligibility.

Operational dependence

- (6) If an applicant
 - (a) is operationally dependent on another insured; and
 - (b) has a non-arm's length relationship with that insured,

the records of the Corporation relating to both the applicant and the other insured may be used to determine the coverage and to determine the premium discount or surcharges and, where such a relationship exists, that person and the other insured will be deemed to be operationally dependent.

Identification

4. (1) All insurable livestock and livestock products shall be properly identified and declared to the Corporation.

Idem

(2) The insurable livestock and livestock products referred to in subsection (1) shall be subject to an inventory count by the Corporation, at any time during the crop year.

Premium

5. The premium prescribed under any Agreement shall be reduced by such payments as may be made by the Government of Canada under the *Farm Income Protection Act* (Canada) and by the Government of Prince Edward Island.

OBLIGATION TO INSURE

Insurance coverage

6. (1) The insured shall offer for insurance all livestock and livestock products identified under an insurance plan which are produced by the insured in the province, and the policy shall apply to all livestock and livestock products produced in facilities owned or leased by the insured.

Criteria

(2) The criteria for financial independence, as outlined in clause 1(n), and operational independence, as outlined in section 3, shall define a single insured and subsection 6(1) shall apply to each insured as a single insured.

PERILS COVERED

Perils

- **7.** (1) Subject to the terms and conditions thereof, a livestock insurance agreement covers a production loss of livestock or livestock products during the crop year caused by one or more of the following designated perils which pertain to the insurable livestock, livestock products or insurance plan:
 - (a) reportable diseases that are designated pursuant to the *Health of Animals Act* (Canada), except bovine spongiform encephalopathy ("BSE") and foot and mouth disease ("FMD");
 - (b) pasteurella pneumonia (shipping fever);
 - (c) infectious bovine rhinotracheitis (respiratory form).

Exclusions, control programs

(2) Notwithstanding clause 1(a), a livestock insurance agreement does not insure against a loss resulting from

- (a) disease or death losses unless the insured establishes that the insured followed a control program acceptable to the Department and the Corporation; or
- (b) disease or death losses where compensation is provided from another source, as outlined in section 27.

EXTENT OF COVERAGE

- **8.** (1) Subject to the Act and these regulations, a livestock insurance Contract period agreement is valid from the date those conditions outlined in clause 1(aa) are met until the date identified in the Schedules for submitting a Proof of Loss, unless an additional period of coverage is approved, in writing, by the Corporation.
- (2) All livestock or livestock products will be insured for losses from Coverage those designated perils listed in subsection 7(1) and in the Schedules, up to and including the final date as listed in subsection (1).
- (3) Those livestock or livestock products for which extended coverage is prescribed and permitted will be insured for losses from a designated peril from the prescribed final date for coverage to the final date for filing a Proof of Loss, or as otherwise stated in the Schedules.
- (4) The insured shall declare all losses of livestock or livestock obligation to products by the final date for filing a Proof of Loss.

 Obligation to declare losses

EXCLUDED COVERAGE

- **9.** (1) An Agreement does not insure against, and no indemnity shall be Exclusions paid, in respect of a loss resulting from
 - (a) the negligence, misconduct, or poor farming practices of the insured or of agents or employees of the insured;
 - (b) a peril other than the designated perils listed in subsection 7(1) or in the Schedules;
 - (c) livestock or livestock products contaminated with diseases or conditions considered unacceptable by the insurer that existed prior to the date of application for insurance coverage; or
 - (d) a shortage of labour or machinery.
- (2) Subject to section 17, the insured must notify the Corporation of Notice of Loss any problems with an insured crop by completing a Notice of Loss.
- (3) Failure by an insured to notify the Corporation of any problems Elimination of with an insured crop shall eliminate all insurance coverage on that crop.

INSURABLE INTEREST AND ASSIGNMENT

10. Notwithstanding that a person other than the insured holds an interest Insurable interest of any kind in an insurable crop,

- (a) the interest of the insured is deemed to be the insured value of the livestock or livestock products which are covered by the contract of insurance; and
- (b) subject to section 11, no indemnity shall be paid to any person other than the insured.

Assignment

138

- 11. The insured may assign all or part of the insured's right to an indemnity under a livestock insurance agreement in respect of the livestock or livestock products, but an assignment is not binding on the Corporation and no payment of an indemnity shall be made to an assignee, unless
 - (a) the assignment is made on a form acceptable to the Corporation;
 - (b) the Corporation gives its consent to the assignment in writing.

APPLICATION AND PREMIUMS FOR LIVESTOCK INSURANCE

Application for insurance

- **12.** (1) An application for livestock insurance or livestock products insurance shall be accepted, and a livestock insurance agreement shall be entered into and signed by the Corporation and the insured, if:
 - (a) the Corporation receives a signed application before the application deadline for each program;
 - (b) the required deposit accompanies the application;
 - (c) the Corporation receives a copy of the signed agreement;
 - (d) after the initial review, the application appears to meet all the regulations stated in the Agreement.

Application documents

(2) An Inventory and Production Report shall form part of the application for livestock insurance or livestock products insurance.

Idem

(3) A signed copy of the Agreement must be received by the Corporation no later than the deadline, as stated in the Schedules, in order for a valid contract of insurance to exist.

Deposit

- (4) An application for livestock insurance or livestock products insurance shall not be accepted unless the application is accompanied by a deposit of 15% to 50% of the estimated premium, based on the following criteria:
 - (a) 15% if full premium and interest for the preceding crop year was paid by December 31 of that year;
 - (b) 25% if full premium and interest for the preceding crop year was paid during the subsequent month of January;
 - (c) 30% if full premium and interest for the preceding crop year was paid during the subsequent month of February;
 - (d) 35% if full premium and interest for the preceding crop year was paid during the subsequent month of March;
 - (e) 50% if full premium and interest for the preceding crop year was paid after the subsequent month of March;

by the Corporation.

- (f) all premium and interest owing on insured crops from any previous year must be paid in full and a 50% deposit will be required before an application will be accepted for the new crop year.
- (5) The total premium shall be calculated by applying Board approved Total premium premium rates to the insured value of each insurable crop, subject to adjustments, pursuant to sections 12, 13, 14 and 15 of these regulations.

(6) The insured's premium cost is calculated by applying the insured's Insured's premium share of total premiums to the total premium costs.

Government incentives, subject to the insured's eligibility, as established

- (7) The insured's share of premiums may be adjusted by Provincial Idem
- (8) The deposit, required with the application for livestock insurance Deposit or livestock products insurance, is calculated by applying the deposit requirement, as outlined in subsection (4), to the insured's share of total

premiums, calculated at the time the application is prepared.

- (9) Failure to provide the required deposit by the application deadline Idem shall result in cancellation of the Agreement.
- (10) NSF (Non Sufficient Funds) bank charges of \$40 shall be charged NSF to the insured when NSF cheques are submitted as payment of the required deposit or premiums.
- (11) The remainder of the premium owing, after the deposit has been Date premium paid, is due and payable by the date stated in the Schedules for each insurable crop or insurance plan to which the Agreement applies.

(12) Interest, at a rate determined by the Board, shall be calculated and Interest on premium applied to the premium balance at the end of the month following the premium payment due date as stated in the Schedules, and interest charges shall be applied on the outstanding balance at the end of any subsequent month, until the premium balance and interest charges have been paid by the insured.

balance outstanding

(13) The Corporation shall provide discounts for the early payment of Early payment premiums above the required deposit, and these discounts shall be applied as follows:

- (a) only the insured's share of premiums identified on the application form shall be eligible for the early payment discount;
- (b) a discount rate shall be set by the Board for premium payments received before June 1st of the crop year and a separate discount rate shall be set by the Board for premium payments received within 30 days of June 1st of the crop year.
- (14) The discount shall only apply to that portion of the outstanding Idem premiums, above the required deposit, that are received by the deadlines identified in subsection (13).

Termination

(15) The insured has 30 days after the application deadline to reconsider the policy and if an insured chooses to terminate the policy, a written request must be received by the Corporation prior to the expiry of the 30-day period, and on receipt of the written request, the Agreement will be cancelled and any deposit paid by the insured shall be forfeited to the Corporation.

Premiums

(16) Premiums or any other moneys due to the Corporation shall be deducted from any indemnity payment made after the due date for payment of the premiums.

Premium discount or surcharge **13.** (1) The Corporation may apply a premium discount or a premium surcharge to an insured's total premium costs based on the insured's relative loss ratio (RLR) for insurable livestock or insurable livestock products.

Relative loss ratio

(2) The relative loss ratio (RLR) used to establish the discount or surcharge is the ratio between an insured's loss ratio for livestock or livestock products and the loss ratio for the province as a whole for the same livestock or livestock products over the same period of time.

Calculation

(3) The loss ratio discount or surcharge will be calculated as follows:(a) for insureds with a loss ratio based on fewer than five years of insurance history, the discount or surcharge percentage will be equal to

 $(RLR - 1) \times N \times .1$

(where N = number of years insured);

Discount and surcharges shall be capped at 10% per year, for the first five years;

(b) for insureds with a loss ratio based on five or more years of insurance history, the discount or surcharge percentage will be equal to

 $(RLR - 1) \times 5 \times .1.$

Idem

(4) In the calculations described in subsection (3), a result less than zero represents a discount from the base premium rate, and a result greater than zero represents a surcharge on the base premium rate.

Maximum discounts or surcharge

- (5) In no case may the discount or surcharge calculated under subsection (3) exceed
 - (a) 10% of the base premium amount, in the case of an insured with a loss ratio based on one year of insurance history;
 - (b) 20% of the base premium amount, in the case of an insured with a loss ratio based on two years of insurance history;
 - (c) 30% of the base premium amount, in the case of an insured with a loss ratio based on three years of insurance history;
 - (d) 40% of the base premium amount, in the case of an insured with a loss ratio based on four years of insurance history; or
 - (e) 50% of the base premium amount, in the case of an insured with a loss ratio based on five or more years of insurance history.

PRODUCTION REPORTING

- **14.** (1) The insured shall complete and file with the Corporation an Production Inventory and Production Summary
 - (a) by the application deadline;
 - (b) at any other time as stated in the Schedules;
 - (c) at any time required by the Corporation; and
 - (d) that states the total inventory and production of livestock or livestock products.
- (2) The Corporation has the right to check and verify inventory and *Idem* production information submitted by the insured.
- (3) The Corporation or an agent of the Corporation shall provide to the *Idem* insured and Corporation an Inventory and Production Summary by the final date for filing a Proof of Loss, as stated in the Schedules for each insurable crop or insurance plan.
- (4) The insured may meet the obligations of clause (1)(a) by signing *Idem* the Inventory and Production Report prepared by the Corporation or an agent of the Corporation.
- (5) The insured's signature on the Inventory and Production Report *Idem* prepared by the Corporation or an agent of the Corporation shall indicate acceptance
 - (a) of the inventory and production for each insurable crop, as stated therein; and
 - (b) of the inventory and production to be used by the Corporation to determine indemnity payments.
- (6) The Corporation reserves the right to adjust the inventory and *Idem* production declared by the insured or an agent of the Corporation for insurable and non-insurable perils.
- **15.** (1) An insured value shall be calculated annually for each livestock or Insured value livestock product described in the Schedules and for which a separate contract of insurance is offered.
- (2) Deductibles selected by the insured shall be applied to the insured *tdem* value for each insurable group of livestock or livestock products to determine the insured value for each insurable unit.
- (3) Coverage levels greater than 70% may only be offered for new Coverage levels insurable livestock, livestock products or insurance plans if they receive approval from Agriculture and Agri-Food Canada and the Board prior to being offered.
- (4) Coverage levels up to 80% may be offered to those established *Idem* insurable livestock, livestock products or insurance plans with fully loaded premium rates which are calculated to be greater than 9%.

Idem

(5) Coverage levels up to 90% may be offered to those established insurable livestock, livestock products or insurance plans with fully loaded premium rates which are calculated to be less than 9%.

Total Insured Value

(6) Insured value for livestock, livestock products or insurance plans shall be the product of the insured's inventory or production history, the coverage level selected by the insured, expressed as a percentage, and the unit price established for livestock, livestock products or insurance plans.

INVENTORY AND PRODUCTION REPORT

Inventory and Production Report **16.** (1) The insured shall complete and file with the Corporation an Inventory and Production Report and this report shall state the insured's declaration of inventory and livestock and any other information that the Corporation may require.

Idem

(2) The Inventory and Production Report shall be submitted at the time the insured applies for insurance coverage and this report shall form part of the application for insurance.

Idem

(3) An application for insurance shall not be accepted by the Corporation unless an Inventory and Production Report accompanies the application.

Adjustments

(4) Where, after audits carried out by the Corporation or an agent of the Corporation, the livestock or livestock products listed on the Inventory and Production Report are less than or greater than those declared on the report, the Corporation shall adjust the insured value to reflect the verified inventory and production and a new statement of account will be issued to reflect the changes in insured value and premium charges.

Verification

(5) The Corporation reserves the right to check or measure, by any means acceptable to the Corporation, any livestock inventory or livestock products which have been offered for insurance.

Adjustment

(6) The Corporation reserves the right to adjust the final insured inventory or livestock products pursuant to subsection (5), and to adjust the insured value and premiums for this insurance coverage.

NOTICE OF LOSS

Notice of Loss

17. (1) Where any loss or damage to an insurable crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured shall notify the Corporation, in writing, within five days of such time.

Idem

(2) The notification referred to in subsection (1), may be filed with the Corporation on a Notice of Loss form provided by the Corporation or by any other means considered acceptable to the Corporation.

(3) Upon receipt of such Notice of Loss form, the Corporation shall Inspection respond to the insured with an inspection of the loss in order to verify the extent of the losses or damage and to evaluate the losses with respect to all insurable and non-insurable perils.

(4) Payment of an indemnity for individual losses shall not be made Offsetting until a Proof of Loss has been filed for all insurable crops and all offsetting adjustments have been applied.

(5) Where loss or damage to an insurable crop results from one or more Inspection after of the perils insured against and it appears to the insured that losses could trigger an indemnity payment, the insured shall notify the Corporation, to enable the Corporation to inspection the losses.

(6) Where the insured has failed to notify the Corporation of any loss No indemnity for by the date for filing a Proof of Loss, whether the failure to notify is to the prejudice of the Corporation and whether the loss is apparent by that date, no indemnity shall be payable and no premium shall be refunded.

loss after the

PROOF OF LOSS

18. (1) A claim for an indemnity in respect of an insurable crop shall be Proof of Loss made by an insured on a Proof of Loss form provided by the Corporation or by any other means considered acceptable to the Corporation, and, unless the Corporation gives written permission to delay filing, a Proof of Loss shall be filed with the Corporation by the final date for filing a Proof of Loss.

(2) Subject to subsection (3), a claim for indemnity shall be made by Claim for indemnity the insured.

Idem

- (3) A claim for indemnity may be made
 - (a) in the case of the absence or inability of the insured, by the agent of the insured; or
 - (b) in the case of the absence or inability of the insured or the failure or refusal of the insured to do so, by an assignee under an assignment made in accordance with section 11.

INDEMNITY

19. (1) The indemnity payable for loss or damage to livestock or Indemnity livestock products shall be determined in the manner prescribed in these regulations or in the Schedules.

- (2) The Corporation may cause the production of livestock or livestock Appraisal products to be appraised according to guidelines outlined in the Schedules or by any method that the Corporation considers proper.
- (3) The loss with respect to insured livestock or livestock products and Each contract the amount of indemnity payable shall be determined separately for each determined contract of insurance.

- (4) No indemnity shall be paid for a loss in respect of livestock or livestock products unless the insured establishes to the satisfaction of the Corporation that
 - (a) the losses occurred and were reported to the Corporation as outlined in sections 17 and 18:
 - (b) the loss resulted directly from one or more of the perils set out in subsection 7(1) or in the Schedules; and
 - (c) the insured discovered and reported the loss, as required under section 17.

Evaluation of loss

20. (1) For the purposes of determining losses during a crop year and the indemnity payable, the insured value of the livestock or livestock products shall progress through the steps described in sections 19, 20 and 21.

Mitigation

(2) The insured shall use all reasonable procedures available to the insured in order to mitigate losses in all stages of production and marketing.

Limitation of liability

(3) The Corporation may limit its liability, at any stage of production, if it determines that the loss has been established and that extending the management of the insured crop will only increase the losses.

Maximum liability

(4) An Inventory and Production Report submitted by the insured to apply for insurance coverage and a Proof of Loss filed by the insured shall be used by the Corporation to establish the maximum liability and the indemnity payment.

Final indemnity

(5) For all livestock insurance plans, a final indemnity occurs where the losses exceed the deductible portion of the insurance coverage and indemnity payments shall be calculated by multiplying the excess losses by the unit price.

Indemnity

(6) No indemnity shall be payable for losses which do not exceed the deductible portion of the insurance contract or where the insured has not met the requirements for filing a Proof of Loss.

PAYMENT OF INDEMNITY

Time for payment

21. (1) Except as otherwise provided in the endorsement for an insurable crop, an offer of indemnity under an Agreement shall be made by the end of the crop year in which the loss or damage was sustained.

Idem

(2) The Corporation may pay, in part or in full, an indemnity under an Agreement before the date on which it is due.

Monies owed

(3) The Corporation reserves the right to deduct all monies owed to the Corporation from an indemnity payment before it is issued to the insured.

Total payments

(4) Total indemnity payments shall never exceed 100% of the insured value.

Misrepresentation

MISREPRESENTATION

- **22.** (1) Where, in respect of livestock or livestock products, the insured
 - (a) wilfully makes a false statement or provides documents that wrongfully state the financial or operational independence of the insured;
 - (b) in the application for insurance or in other documentation provided to the Corporation, gives false particulars on the livestock or livestock products to be insured, to the prejudice of the Corporation or knowingly misrepresents or fails to disclose any fact required to be stated therein;
 - (c) contravenes a term or condition of the Agreement;
 - (d) commits a fraud; or
 - (e) wilfully makes a false statement in respect of a claim under the Agreement,

the policy shall be deemed to be terminated, all premiums shall be deemed to have been earned by the Corporation, any claim for indemnity by the insured shall be invalid, and the right to recover thereunder shall be forfeited.

(2) Where the Corporation finds, at a later date, that an insured falsely Claim for stated or misrepresented the insured's position with respect to a contract repayment of insurance or an indemnity payment, the Corporation shall file a claim for repayment of all indemnities deemed to be unearned.

WAIVER OR ALTERATION

- 23. (1) No term or condition of the Agreement or a rider shall be waived Alterations or altered in whole or in part by the Corporation, unless the waiver or alteration is clearly expressed in writing and signed by the Board or a representative authorized for that purpose by the Corporation.
- (2) The Corporation reserves the right to change the terms and Idem conditions of the Agreement from year to year without obtaining the consent of the insured.
- (3) Notwithstanding subsection (2), the insured will be notified of any Notice changes to the Agreement before the enrolment deadline for the crop year in which the changes are to be in effect, and those changes are deemed to be part of the policy for that crop year.
- (4) The Corporation reserves the right to make adjustments for insured Adjustments and non-insured perils.

APPEAL OF A DECISION

24. Where the Corporation and the insured fail to resolve any dispute Appeal respecting the adjustment of a loss under the Agreement, the insured may appeal the decision of the Corporation in accordance with the Act and these regulations.

170

Notice of appeal

25. (1) Where any person is aggrieved by a decision of the Corporation or its officers or agents in respect of a dispute arising out of the adjustment of losses, that person may, within 30 days after the final coverage date for a contract of insurance or within 30 days after the date of a written decision, whichever is later, appeal to the Board by serving a written notice of the appeal on the Board.

Hearing

(2) Within 30 days of a written notice of appeal being served on the Board, the Board shall hear the appeal and make a decision.

Final order

(3) A decision made by the Board under subsection (2) is deemed to be a final order or finding of the Board.

Appeal to Appeal Board **26.** (1) Where any person is aggrieved by a final order or finding of the Board, that person may, within 30 days after the issuance of such final order or finding, appeal to the Appeal Board by serving a written notice of the appeal on the Appeal Board.

Content of notice of appeal

- (2) Every notice of appeal served under subsection (1) shall
 - (a) contain a statement of the matter being appealed;
 - (b) indicate the date that the notice of appeal is sent as well as the signature of the person making the appeal;
 - (c) specify any error of fact in a final order or finding of the Board to which the appellant takes issue;
 - (d) specify any reason why the final order or finding of the Board is not appropriate;
 - (e) specify any other evidence that might affect the decision of the Appeal Board; and
 - (f) provide any other information the Appeal Board may require.

Materials

- (3) On receipt of a notice of appeal served under subsection (1), the Appeal Board shall
 - (a) notify the Corporation and the Board that the notice of appeal has been received and the Board shall provide the Appeal Board and the person making the appeal with all relevant final orders, findings, regulations, documents and other material in its possession; and
 - (b) require the Corporation, on behalf of the Board, to submit to the Appeal Board and the appellant a report which shall be in writing, signed by the General Manager of the Corporation or the chairperson of the Board and delivered to the Appeal Board members.

Report

- (4) The report referred to in clause (3)(b) shall include
 - (a) the text of the complaint;
 - (b) a summary statement of the findings of the Board indicating whether or not the Board has properly carried out its mandate under the Act and these regulations;
 - (c) a summary statement of the facts that establishes that the Board was carrying out its mandate properly;
 - (d) a statement of the position of the Board; and
 - (e) any other information the Appeal Board may require.

(5) In any appeal under subsection (1), the Appeal Board shall, within Notice of hearing seven days after the notice of appeal referred to in subsection (1) is received, serve notice upon the person making the appeal of the date, time and place at which the appeal will be heard.

(6) The Appeal Board shall hear and decide any appeal under Decision within 30 subsection (1) within 30 days after the notice of appeal is received, but days the Appeal Board may, at the request of the person making the appeal, adjourn the hearing from time to time for such period or periods of time as the Appeal Board considers necessary.

(7) At any hearing of an appeal under this section, the person making Rights of appellant the appeal has the right to attend and make representations and to give evidence respecting the appeal either by himself or herself or through legal counsel.

(8) At any hearing of an appeal under this section, the Board has the Rights of Board right to attend and make representations and to give evidence respecting the appeal either by its directors, the General Manager of the Corporation or through legal counsel.

(9) The decision of the Appeal Board is final and binding on all parties Decision binding and no appeal lies therefrom.

(10) The Appeal Board shall, within 10 days after the hearing is Notice of decision completed, serve notice of its decision and provide its decision to all parties involved in the appeal.

SUBROGATION

27. (1) Where the Corporation has paid a claim under the Agreement, the Subrogation Corporation is subrogated to the extent thereof of all rights of recovery of the insured against any person, and may bring an action in the name of the insured for the full amount of the claim to enforce those rights.

(2) Where the Corporation is liable to pay a claim under the Agreement Third party but the insured has been compensated for the loss by another party, the Corporation, being subrogated to the rights of the insured, may take such third party compensation into account when determining the Corporation's liability for compensation to the insured.

RECORDS AND ACCESS

28. (1) The insured agrees that the Corporation has a right of entry to the Right of entry premises of the insured, which right may be exercised by the Corporation or its agents at any reasonable time, and on reasonable grounds, to inspect or monitor livestock or livestock products or for any purpose related to the policy.

(2) No person shall obstruct, hinder or knowingly make any false or offence misleading statements either orally or in writing to an officer or agent of

the Corporation engaged in the performance of their duties or while lawfully carrying out the enforcement of the Act or these regulations.

Assistance

(3) An insured shall give an officer or agent of the Corporation all reasonable assistance to enable the officer or agent to carry out the duties or functions described in the Act or these regulations and shall furnish all information reasonably required to administer the Act or these regulations.

Termination

(4) When an insured refuses to provide assistance, fails to furnish required information or obstructs an officer or agent of the Corporation to the extent that final losses cannot be determined for an insured crop, the Corporation shall complete an Inventory and Production Report and assign values equal to the insurance coverage for all affected crops and terminate the contract of insurance.

Records

29. (1) The Corporation may, at any time, require the insured to keep or cause to be kept such records as the Corporation may prescribe for any livestock or livestock products insured under the insurance plan.

Access

(2) The Corporation may, at any time, require the insured to produce or make available such records the Corporation considers pertinent to the policy, and any person designated by the Corporation shall have access to such records at any reasonable time for the purpose of determining matters related to the policy.

Information

(3) The insured shall, within 15 days of being requested to do so by the Corporation, provide the information to the Corporation requested in subsection (1) or (2).

Idem

(4) Information collected for the purpose of this program may be used by the Corporation to verify or cross-reference relevant information required for, or from, other programs that are administered and delivered by the Corporation.

SERVICE

Service

30. (1) Any written notice to the Corporation shall be served by hand delivery to an agent of the Corporation or to the office of the Corporation in Charlottetown, or by sending it by mail to the address of the Corporation at P.O. Box 1600, 29 Indigo Crescent, Charlottetown, P.E.I., C1A 7N3.

Idem

(2) Any written notice to the insured shall be served by hand delivery to the insured, or by sending it by mail addressed to the insured at the last mailing address for the insured on file with the Corporation and service shall be deemed to have occurred three days after the date of mailing.

Commencement

31.These regulations are deemed to have come into force on March 1, 2009.

EXPLANATORY NOTES

SECTION 1 defines terms used in these regulations.

SECTION 2 outlines the purpose of the livestock insurance program.

SECTION 3 outlines the need and requirements for an applicant of insurance to be financially and operationally independent.

SECTION 4 outlines the requirement for all insurable livestock and livestock products to be identified and declared to the Corporation. The livestock and livestock products are subject to an inventory count by the Corporation at any time during the crop year.

SECTION 5 provides that premium costs are to be reduced by payments under the *Farm Income Protection Act* (Canada).

SECTION 6 identifies the groups of insurable crops that the insured shall offer for insurance.

SECTION 7 designates the perils covered.

SECTION 8 describes the period and extent of coverage of an Agreement.

SECTION 9 outlines the excluded coverage under an Agreement.

SECTION 10 outlines the insurable interest covered by a contract of insurance.

SECTION 11 authorizes the assignment of a right to an indemnity.

SECTIONS 12 and 13 describe the application procedure and premiums for production insurance formulas.

SECTIONS 14, 15, and 16 describe the inventory and production reporting.

SECTIONS 17 and 18 describe the procedure for reporting loss or damage to an insurable crop.

SECTIONS 19 and 20 establish the method of determining an indemnity.

SECTION 21 provides for the payment of an indemnity.

SECTION 22 provides for termination of the policy if the insured provides false information.

SECTION 23 describes the process for the Corporation to waive or alter an Agreement.

SECTIONS 24, 25 and 26 provide for an appeal process.

SECTION 27 allows the Corporation to take third party compensation into account.

SECTIONS 28 and 29 authorize the Corporation with the right of entry to the premises of an insured at any reasonable time or on reasonable grounds, and with the right to access records.

SECTION 30 describes the methods of service of a written notice to the Corporation.

SECTION 31 provides for the commencement of these regulations.

Certified a true copy,

Geoff Townsend

Clerk Assistant of the Executive Council

PART II REGULATIONS INDEX

Chapter Number	Title	Original Order Reference	Amendment	Authorizing Order and Date	Page
E-14	Extra-Provincial Corporations Registration Act Fees Regulations	EC597/04	s.1(2)(c) [eff] June 1/09	EC2009-183 (07.04.09)	131
A-8.2	Agricultural Insurance Act Livestock Insurance Regulations		[new] [eff] Mar. 1/09	EC2009-196 (07.04.09)	132-150