

**UNIFORM RULES ON SERVICE IN A CONTRACTING STATE TO THE
CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND
EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS
CONCLUDED AT THE HAGUE ON NOVEMBER 15, 1965**

INTRODUCTORY COMMENT

These Uniform Rules implement the rules set out in the *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* concluded at The Hague on November 15, 1965 (Convention) for the service in other Contracting States of judicial documents from Canadian jurisdictions.

Canada acceded to the Convention in 1988 after obtaining confirmation from all jurisdictions that the necessary steps to implement it would be undertaken. The Convention has applied throughout Canada since 1989 but has not been implemented in a uniform manner. The absence of uniform implementation has contributed to inconsistencies in its application. The following Rules have been developed to assist in achieving consistency in civil procedure in Canada in respect of how the Convention is applied.

The treaty implementation approach recommended by these Rules is to transcribe the rules set out by the Convention with respect to service of judicial documents in other Contracting States. These Rules should be adopted in all rules of civil procedure where service of a judicial document abroad is permitted including, in the general rules of civil procedure, appellate court rules, family law rules, etc. It is suggested that these Rules and the rules that apply to service in non-Contracting States be placed in the same division or part.

Some jurisdictions may prefer to give force of law to the Convention instead of transcribing its obligations. This approach lends itself better to jurisdictions where all rules of civil procedure are found in one document such as in the Québec *Code of Civil Procedure*. Jurisdictions adopting this approach should determine whether the power given by the enabling statute to make rules of civil procedure includes giving force of law to an international instrument. Jurisdictions may also consider giving force of law to the Convention in the enabling statute or in an independent statute. Even if force of law is given to the Convention, because in some cases the operation of the Convention depends on declarations made by Canada and the internal law of the jurisdiction where it applies, it is recommended to complement the implementation by also adopting some of these Uniform Rules.

Article 1 of the Convention provides that the Convention applies in all cases in civil or commercial matters where a judicial document must be served in another Contracting State if the address of the person to be served is known. Article 1 reflects what is known among Contracting States as the “exclusive character” of the Convention. This interpretation of the Convention has been confirmed by Contracting States, including Canada, during international meetings on the operation of the Convention (see

Conclusion and Recommendation 12 at http://www.hcch.net/upload/wop/jac_concl_e.pdf).

Because of the Convention's exclusive character, any rule which would take precedence over these Rules should be amended. For instance, a rule allowing parties to a contract to agree to service by a particular manner cannot allow parties to agree to a manner that would conflict with these Rules. Any rule allowing a court to permit a method of service in a Contracting State other than those provided by the Convention should also be amended.

The Rules do not apply to the service in Canada of judicial documents in proceedings taking place in other Contracting States or to the service of extrajudicial documents as the service of these types of documents is generally not covered by rules of civil procedure.

The Rules use the expressions "statement of claim" and "statement of defence" but it is understood that in implementing these Rules, each jurisdiction will select the expressions that designate these concepts in its rules of civil procedure. The Rules also refer to "method of service" rather than "manner of service" as "method" is the expression used in the Convention and in the rules of civil procedure of several jurisdictions in Canada. It is understood that some jurisdictions will use the expression "manner" because it is the expression used in their general rule on service of documents. The Rules also use the expressions "must" rather than "shall" and "despite" rather than "notwithstanding" but it is also understood that each jurisdiction will select the expressions that are consistent with its drafting practices. Finally, the Rules are subdivided in rules, subrules, clauses and subclauses. Here again, it is understood that each jurisdiction will harmonize the subdivisions with its rules of civil procedure.

SERVICE IN A CONTRACTING STATE

Definitions

1 In these rules,

"Central Authority" means in respect of a Contracting State, a central authority it has designated under the Convention; ("Autorité centrale")

"Contracting State" means a State party to the Convention, other than Canada. ("État contractant");

"Convention" means *the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* concluded at The Hague on November 15, 1965. ("Convention")

COMMENT

Defining "Central Authority", "Contracting State" and "Convention" is recommended to accomplish the goals set out in Principle 21 of the Canadian Legislative Drafting

Conventions with respect to definitions which include to allow the use of an abbreviation and to signal the use of an unusual or novel term. Jurisdictions may place these definitions where most appropriate in their Rules.

Service in a Contracting State

2(1) A statement of claim or other document that is to be served in a Contracting State must be served

- (a) through the Central Authority in the Contracting State using Form A;**
- (b) directly through Canadian diplomatic or consular agents, unless the document is being served on a national that is not Canadian and the Contracting State has declared that it is opposed to that method of service within its territory;**
- (c) through consular channels where the Contracting State has designated an authority to receive requests for service through these channels;**
- (d) through diplomatic channels;**
- (e) by another method that is provided in the Convention, and that is prescribed by rule [# of general rule on service abroad] unless the Contracting State has objected to that method; or**
- (f) by a method to which the Convention is not opposed and that is prescribed by rule [# of general rule on service abroad].**

COMMENT

Rule 2(1) lists the methods of service permitted by the Convention and the conditions thereto. A general rule providing that service shall be made in a method permitted by the Convention is not recommended because it does not provide sufficient guidance to parties on these methods and on conditions which may limit them.

Rule 2(1)(a) implements Article 5 of the Convention which is the main channel for the transmission of requests for service under the Convention. “Form A” refers to the Model Form annexed to the Convention as the “Request for Service Abroad of Judicial or Extrajudicial Documents” and the “Summary of the Document to be Served”. The Model Form must be used to send a request for service to a foreign Central Authority in accordance with Articles 3 and 5 of the Convention. “Form A” also includes the “Warning” to the addressee which should accompany the request pursuant to a recommendation made by Contracting States, including Canada at the Fourteenth Session of 1980 of the Hague Conference. Jurisdictions may wish to designate the Model Form and Warning as a court form to ensure that they are used by the authorities that were designated by Canada to forward requests for service to foreign Central Authorities. At its Fourteenth Session, the Hague Conference also recommended that the “Summary of the Document to be Served” and the “Warning” should be used whether service is effected through a Central Authority or another channel. Jurisdictions may therefore also consider requiring that these parts of Form A should accompany requests for service sent under Rule 2(1)(b) to(e).

It is recommended that jurisdictions wishing to designate the Model Form as a court form use the template annexed to these Uniform Rules. The bilingual template has been modified from the original version to include a comment referring to the availability of trilingual versions online (English, French and a third language):

http://www.hcch.net/index_en.php?act=text.display&tid=47#pdf.

Rule 2(1)(b) to (f) implements Articles 8, 9, 10, 11, 19 and 25 of the Convention which set out other methods of service permitted by the Convention.

Rule 2(1)(b) implements Article 8 of the Convention.

Rule 2(1)(c) implements Article 9(1) of the Convention.

Rule 2(1)(d) implements Article 9(2) of the Convention.

Rule 2(1)(e) implements Article 10 of the Convention which provides that if the State of destination does not object, the Convention shall not interfere with the *freedom* to send documents in a method listed in Article 10(a) or to have documents served by a methods listed in Article 10(b) to (c).

Contracting States generally agree that the word “send” in Article 10(a) should be understood as including service (see Permanent Bureau of the Hague Conference on Private International Law, *Handbook on the Practical Operation of the Hague Service Convention*, 3rd ed. (Montreal: Wilson Lafleur, 2006) at para. 222 (4th edition forthcoming) (*Handbook*)). Contracting States also generally agree that Article 10 allows service to be made in the listed methods if the State of destination has not objected but Article 10 does not set out a substantive rule on the validity of these methods of service in the State of origin (*Handbook*, para. 223). In other words, the Convention does not interfere with the freedom to serve in one of the methods listed in Article 10 if the freedom to do so exists in the law of the State of origin. For instance, service of a statement of claim by mail under Article 10(a) or through a competent person in the State of destination (i.e. a foreign process server or court bailiff) under Article 10(b) or (c) from a jurisdiction in Canada would only be valid under Rule 2(1)(e) if the Canadian jurisdiction’s rules of civil procedure allow service of an originating process by mail or through a process server in non-Contracting States and the State of destination did not object to the application of Article 10.

Rule 2(1)(f) implements Articles 11, 19 and 25 of the Convention. These articles permit channels of transmission which derogate from the Convention and so service made under them is not understood to be made pursuant the Convention. They have not been subject to judicial interpretation in Canada.

Article 11 provides that the Convention shall not prevent Contracting States from agreeing to permit, for the purpose of service of judicial documents, channels of transmission other than those provided in the articles which precede it.

Article 19 admits that the internal law of Contracting States can permit methods of service of documents from abroad other than those provided in the articles which precede it. It does not specify whether the law of the State of destination must explicitly permit the other methods.

Article 25 allows service to be made through other conventions to which Contracting States are or may become party. As Canada is party to a number of bilateral treaties on legal proceedings in civil and commercial matters, Rule 2(1)(f) allows parties to have documents served under these treaties if otherwise permitted by the rules of civil procedure.

OPTION 1

If Convention does not apply

(2) Despite subrule (1) a statement of claim or other document that is to be served in a Contracting State must be served under rule [# of general rule on service] if

- (a) the Contracting State has determined that the Convention does not apply; or**
- (b) the address of the person to be served is unknown.**

OPTION 2

General Methods of Service

(2) A statement of claim or other document that is to be served in another jurisdiction must be served by a method prescribed in rule [# of general rule for service], or by a method that is prescribed for service of documents under the law of the other jurisdiction and by which the document can be reasonably expected to come to the notice of the person to be served, if the document is to be served

- (a) in a jurisdiction that is not a Contracting State; or**
- (b) in a jurisdiction that is a Contracting State**
 - (i) that has determined that the Convention does not apply; or**
 - (ii) where the address of the person being served is not known.**

COMMENT

Rule 2(2) addresses the possibility of a Contracting State determining that a request for service does not relate to a civil or commercial matter and refusing to serve the document even if it would qualify as relating to a civil or commercial matter in Canada. It also addresses cases where a document is to be served in a Contracting State and the address of the person to be served is unknown. Article 1(2) of the Convention provides that the Convention does not apply in such cases. Two drafting options are available for this Rule. Option 1 involves adopting a separate rule for service in Contracting States when the Convention does not apply -it refers to the rule on service in non-Contracting States. Option 2 combines the rule for service in Contracting States where the Convention does not apply with the jurisdiction's rule for service in non-Contracting States. A jurisdiction

adopting Option 2 may wish to amend the chapeau if the rule for service it prescribes departs from its current rule for service in non-Contracting States.

Proof of Service in another Jurisdiction

3 Service may be proved,

OPTION 1

- (a) for service under clause 2(1)(a), with a certificate in Form B issued by the Central Authority of the Contracting State, or any authority designated by the Contracting State for that purpose which states that the document was served ; or**
- (b) in any other case, by a method provided by these rules for proof of service in *[jurisdiction]* or by a method provided by the law of the jurisdiction where service was made.**

OPTION 2

despite rule *[# of rule on proof of service abroad]* with respect to service under clause 2(1)(a), with a certificate in Form B issued by the Central Authority of the Contracting State, or any authority designated by the Contracting State for that purpose which states that the document was served.

COMMENT

Rule 3 sets out how service may be proved and provides two drafting options. Option 1 is a general rule on proof of service abroad which includes a rule on proof of service of documents in both Contracting and non-Contracting States. Option 2 offers an exception to a jurisdiction's general rule on proof of service when service is made through the Central Authority of the foreign State. In practice, for service through consular or diplomatic channels, the party requesting service may only receive an email or letter directly from the foreign authority or via the Department of Foreign Affairs, Trade and Development Canada stating that service has been carried out. An affidavit filed in respect of such service should reflect that method of service, and include any available results. This approach should satisfy the general principles of civil procedure rules. A certificate in form B may be received in cases not falling under Rule 2(1)(a). That certificate might be accepted as proof of service under those same general principles.

[Default Judgment under the Convention

Conditions

4(1) If a statement of claim was served on a defendant in accordance with any of clauses 2(1)(a) to (e) and the defendant has not served and filed a statement of defence in accordance with rule *[# of rule on responding to a statement of claim]* judgment may be given under rule *[# of rule on default judgment].*

COMMENT

Rule 4(1) implements Article 15(1) of the Convention which seeks to ensure that a default judgment cannot be issued against a defendant who has not appeared unless service was made by a method prescribed by the Convention and the defendant had sufficient time to defend after being served. “The issue of the defendant’s appearance or non-appearance is determined by the law of the forum” (*Handbook* para. 276). In Rule 4(1) filing a statement of defence or similar document is equivalent to an “appearance” under Article 15(1).

The Convention does not define the expression “sufficient time” and so Contracting States have the discretion to determine what is considered “sufficient time” (*Handbook* para. 279). As the time to respond to a statement of claim prescribed by the rules of civil procedure could be considered “sufficient”, Rule 4(1) simply refers back to the rule prescribing this time.

Rule 4(1) is in square brackets to indicate that its adoption may not be necessary. Its adoption would only be needed in a jurisdiction whose rules of civil procedure allow courts to issue default judgments without respecting the conditions set out in Article 15(1), that is against a defendant who has not appeared where service was not made by a method prescribed by Rule 2(1) and where the defendant did not have “sufficient time” to deliver a defence.

[(2) Despite subrule (1), judgment may be given without establishing that the document was served on the defendant if

- (a) the statement of claim was transmitted for service in accordance with any of clauses 2(1)(a) to (e);**
- (b) a period of not less than six months, or such longer period as the Court considers adequate in the circumstances, has elapsed since the day on which the statement of claim was transmitted; and**
- (c) every reasonable effort was made to obtain proof of service through competent authorities from the State in which the statement of claim was transmitted.]**

COMMENT

Rule 4(2) implements Article 15(2) of the Convention. This Article allows Contracting States to declare that their judges may issue default judgments if a statement of claim was transmitted for service in one of the manners provided for in the Convention, a period of no less than six months elapsed since the date of transmission and service was not proved despite reasonable efforts to do so through the competent authorities from the State in which the statement of claim was transmitted. When Canada became party to the Convention it made a declaration under Article 15(2) so that jurisdictions may decide to allow their courts to issue default judgments under the conditions set out in that Article

(for the text of Canada's declaration see:

http://www.hcch.net/index_en.php?act=status.comment&csid=392&disp=resdn).

Rule 4(2) is in square brackets to indicate that its adoption is optional. This Rule should not be adopted by a jurisdiction if it does not deviate from its general rules of civil procedure on the issuance of default judgments or by a jurisdiction that does not wish to allow the issuance of default judgments without proof of service. Rule 4(2) could be adopted by a jurisdiction whose rules of civil procedure require proof of service before a default judgment can be issued if this jurisdiction wishes to eliminate this requirement when the conditions set out by Rule 4(2) are met. Furthermore, a jurisdiction would need to adopt Rule 4(2) if its rules of civil procedure allow its courts to issue default judgments if the conditions set out in that Rule are not met (i.e. if the rules allow the issuance of default judgments without proof of service before six months have elapsed since the statement of claim was transmitted). A jurisdiction adopting this rule may want to review its rule on dismissal of actions to ensure that there is sufficient time to apply for default judgment before an action can be dismissed as abandoned.

[In case of urgency

(3) Despite subrule[s] [(1) or (2)], the court may order, in case of urgency, any provisional or protective measures.]

COMMENT

Rule 4(3) implements Article 15(3) of the Convention. It is in square brackets to indicate that its adoption is not needed by a jurisdiction if Article 15(3) does not deviate from the jurisdiction's general rule on orders for provisional or protective measures or from its courts' inherent jurisdiction to make orders relating to their procedure.

[Relief against default judgment

(4) The court may extend the time to seek relief from a default judgment under [# of rule allowing an application for relief from a default judgment] [within optional time limit that is no less than one year following the date of the judgment] if

- (a) the defendant, without any fault on their part, did not have knowledge of the document in sufficient time to defend, or knowledge of the judgment in sufficient time to appeal, and**
- (b) the defendant has disclosed a *prima facie* defence to the action on the merits.]**

COMMENT

Rule 4(4) implements Article 16 of the Convention which allows the court to extend a defendant's time to seek relief from a default judgment. The Rule does not prescribe the procedure for applying for relief as it is generally covered by a jurisdiction's rule on motions. Where this is not the case, the jurisdiction may wish to modify Rule 4(4) to indicate that the defendant may apply for the relief. The English text of Article 16 provides that "the judge shall have the power to relieve the defendant from the effects of

the expiration of the time for appeal”. From the English text, it could be understood that Article 16 is aimed at allowing courts to extend the time for filing an application to appeal a default judgment. Rather than referring to “appeal”, the French version of Article 16 refers to “délais de recours” (time limit for seeking relief). From the records of the discussions that were held when the Convention was negotiated, it seems that Article 16 was not designed to establish types of relief that do not otherwise exist in Contracting States but was developed to provide relief from the expiration of time limits for seeking an *existing* type of relief such as appealing a judgment or filing a motion to have it set aside. This was confirmed by the Special Commission on the Practical Operation of the Hague Service, Evidence and Access to Justice Conventions which recognized on May 23, 2014 in Conclusion and Recommendation #34 that “[...] the types of relief against a default judgment contemplated in Article 16 (incl. appeal and other forms of redress) are a matter for domestic law”. See:

http://www.hcch.net/index_en.php?act=publications.details&pid=6017&dtid=2.

Article 16 provides that Contracting States may by way of declaration restrict the defendant’s time to apply for an extension of time for seeking relief from a default judgment provided that the time specified is not less than a year following the judgment. When it became party to the Convention, Canada declared that “an application filed under Article 16 of the Convention will not be entertained if it is filed after the expiration of one year following the date of the judgment, except in exceptional cases determined by the rules of the Court seized of the matter”. This declaration allows jurisdictions to limit the time for applying for relief to one year following the date of the judgment but jurisdictions are not limited by this declaration and may allow a more generous period.

Rule 4(4) is in brackets to indicate that its adoption is optional. Jurisdictions should determine the time limits to apply for relief against a default judgment that is available in their jurisdiction. The adoption of Rule 4(4) is not needed in jurisdictions where there is no time limit following a default judgment to apply for relief or where the time limit is a year or more, or is less than a year if courts have the discretion to extend it. The adoption of Rule 4(4) is needed in jurisdictions where the rules of civil procedure prescribe a time limit for seeking relief that is less than one year and they do not give courts the discretion to extend it.

[(5) Subrule (4) does not apply to a judgment concerning the status or capacity of persons.]

COMMENT

Rule 4(5) implements Article 16(4) of the Convention which aims to prevent challenges to a marriage celebrated after a divorce or of an annulment of marriage judgment delivered by default. It is in square brackets to indicate that its adoption is optional because it may already be covered by a jurisdiction’s existing rules.

REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

DEMANDE AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER
D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

**Convention on the Service Abroad of Judicial and Extrajudicial Documents in
Civil or Commercial Matters, signed at The Hague, the 15th of November 1965.**

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en
matière civile ou commerciale, signée à La Haye le 15 novembre 1965.

| | |
|---|--|
| Identity and address of the applicant Identité et adresse du requérant _____ | Address of receiving authority Adresse de l'autorité destinataire _____ |
|---|--|

The undersigned applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with Article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.:

Le requérant soussigné a l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir :

| |
|---|
| (identity and address) (identité et adresse) _____ |
|---|

| | |
|--------------------------|---|
| <input type="checkbox"/> | a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a)* |
| <input type="checkbox"/> | b) in accordance with the following particular method (sub-paragraph b) of the first paragraph of Article 5)*: selon la forme particulière suivante (article 5, alinéa premier, lettre b)* : _____ |
| <input type="checkbox"/> | c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of Article 5)* le cas échéant, par remise simple (article 5, alinéa 2)* |

The authority is requested to return or to have returned to the applicant a copy of the documents - and of the annexes* - with the attached certificate.

Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes* - avec l'attestation ci-jointe.

List of documents / Énumération des pièces

| |
|--|
| <ul style="list-style-type: none"> • _____ • _____ |
|--|

* if appropriate / s'il y a lieu

| | |
|---|---|
| Done at / Fait à _____, The / le _____ | Signature and/or stamp Signature et / ou cachet |
|---|---|

WARNING
AVERTISSEMENT

Identity and address of the addressee

Identité et adresse du destinataire

IMPORTANT

THE ENCLOSED DOCUMENT IS OF A LEGAL NATURE AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THE 'SUMMARY OF THE DOCUMENT TO BE SERVED' WILL GIVE YOU SOME INFORMATION ABOUT ITS NATURE AND PURPOSE. YOU SHOULD HOWEVER READ THE DOCUMENT ITSELF CAREFULLY. IT MAY BE NECESSARY TO SEEK LEGAL ADVICE.

IF YOUR FINANCIAL RESOURCES ARE INSUFFICIENT YOU SHOULD SEEK INFORMATION ON THE POSSIBILITY OF OBTAINING LEGAL AID OR ADVICE EITHER IN THE COUNTRY WHERE YOU LIVE OR IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED.

ENQUIRIES ABOUT THE AVAILABILITY OF LEGAL AID OR ADVICE IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED MAY BE DIRECTED TO:

TRÈS IMPORTANT

LE DOCUMENT CI-JOINT EST DE NATURE JURIDIQUE ET PEUT AFFECTER VOS DROITS ET OBLIGATIONS. LES « ÉLÉMENTS ESSENTIELS DE L'ACTE » VOUS DONNENT QUELQUES INFORMATIONS SUR SA NATURE ET SON OBJET. IL EST TOUTEFOIS INDISPENSABLE DE LIRE ATTENTIVEMENT LE TEXTE MÊME DU DOCUMENT. IL PEUT ÊTRE NÉCESSAIRE DE DEMANDER UN AVIS JURIDIQUE.

SI VOS RESSOURCES SONT INSUFFISANTES, RENSEIGNEZ-VOUS SUR LA POSSIBILITÉ D'OBTENIR L'ASSISTANCE JUDICIAIRE ET LA CONSULTATION JURIDIQUE, SOIT DANS VOTRE PAYS, SOIT DANS LE PAYS D'ORIGINE DU DOCUMENT.

LES DEMANDES DE RENSEIGNEMENTS SUR LES POSSIBILITÉS D'OBTENIR L'ASSISTANCE JUDICIAIRE OU LA CONSULTATION JURIDIQUE DANS LE PAYS D'ORIGINE DU DOCUMENT PEUVENT ÊTRE ADRESSÉES À :

It is recommended that the standard terms in the notice be written in English and French and where appropriate also in the official language, or in one of the official languages of the State in which the document originated. The blanks could be completed either in the language of the State to which the document is to be sent, or in English or French.

Il est recommandé que les mentions imprimées dans cette note soient rédigées en langue française et en langue anglaise et le cas échéant, en outre, dans la langue ou l'une des langues officielles de l'État d'origine de l'acte. Les blancs pourraient être remplis, soit dans la langue de l'État où le document doit être adressé, soit en langue française, soit en langue anglaise.

SUMMARY OF THE DOCUMENT TO BE SERVED

ÉLÉMENTS ESSENTIELS DE L'ACTE

Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 (Article 5, fourth paragraph).

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye le 15 novembre 1965 (article 5, alinéa 4).

| | |
|---|-------|
| Name and address of the requesting authority: Nom et adresse de l'autorité requérante : | _____ |
|---|-------|

| | |
|--|-------|
| Particulars of the parties*: Identité des parties* : | _____ |
|--|-------|

* If appropriate, identity and address of the person interested in the transmission of the document
S'il y a lieu, identité et adresse de la personne intéressée à la transmission de l'acte

JUDICIAL DOCUMENT**
ACTE JUDICIAIRE**

| | |
|---|-------|
| Nature and purpose of the document: Nature et objet de l'acte : | _____ |
| Nature and purpose of the proceedings and, when appropriate, the amount in dispute: Nature et objet de l'instance, le cas échéant, le montant du litige : | _____ |
| Date and Place for entering appearance**: Date et lieu de la comparution** : | _____ |
| Court which has given judgment**: Jurisdiction qui a rendu la décision** : | _____ |
| Date of judgment**: Date de la décision** : | _____ |
| Time limits stated in the document**: Indication des délais figurant dans l'acte** : | _____ |

** if appropriate / s'il y a lieu

EXTRAJUDICIAL DOCUMENT**
ACTE EXTRAJUDICIAIRE**

| | |
|--|-------|
| Nature and purpose of the document: Nature et objet de l'acte : | _____ |
| Time-limits stated in the document**: Indication des délais figurant dans l'acte** : | _____ |

** if appropriate / s'il y a lieu

CERTIFICATE ATTESTATION

The undersigned authority has the honour to certify, in conformity with Article 6 of the Convention,
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

- 1. that the document has been served***
que la demande a été exécutée*

| | |
|---|-------|
| – the (date) / le (date): | _____ |
| – at (place, street, number): à (localité, rue, numéro) : | _____ |

| | |
|--|---|
| – in one of the following methods authorised by Article 5: dans une des formes suivantes prévues à l'article 5 : | |
| <input type="checkbox"/> | a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a)* |
| <input type="checkbox"/> | b) in accordance with the following particular method*: selon la forme particulière suivante* : _____ |
| <input type="checkbox"/> | c) by delivery to the addressee, if he accepts it voluntarily* par remise simple* |

The documents referred to in the request have been delivered to:
Les documents mentionnés dans la demande ont été remis à :

| | |
|---|-------|
| Identity and description of person: Identité et qualité de la personne : | _____ |
| Relationship to the addressee (family, business or other): Liens de parenté, de subordination ou autres, avec le destinataire de l'acte : | _____ |

- 2. that the document has not been served, by reason of the following facts*:**
que la demande n'a pas été exécutée, en raison des faits suivants*:

| |
|-------|
| _____ |
|-------|

- In conformity with the second paragraph of Article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement*.**
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint*.

Annexes / Annexes

| | |
|--|-------|
| Documents returned: Pièces renvoyées : | _____ |
| In appropriate cases, documents establishing the service: Le cas échéant, les documents justificatifs de l'exécution : | _____ |

* if appropriate / s'il y a lieu

| | |
|--|---|
| Done at / Fait à _____ The / le _____ | Signature and/or stamp Signature et / ou cachet |
|--|---|

