

## Publisher's Note

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<b>DOMESTIC CONTRACTS, 2ND ED.</b> Hugh G. Stark & Kirstie J. MacLise Release No. 4, June 2022
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### Publisher's Special Release Note 2021

The pages in this work were reissued in November 2021 and updated to reflect that date in the release line. Please note that we did not review the content on every page of this work in the November 2021 release. We will continue to review and update the content according to the work's publication schedule. This will ensure that subscribers are reading commentary that incorporates developments in the law as soon as possible after they have happened or as the author deems them significant.

Changes to chapter and heading numbering may have occurred. Please refer to the Correlation Table in the front matter if you wish to confirm references.

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This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

This text contains the expert analysis and commentary, practical guidance, and sophisticated materials you need to draft effective domestic agreements. Domestic Contracts includes checklists, many sample agreements (including marriage agreements, cohabitation agreements and separation agreements), numerous additional clauses, case annotations, as well as authoritative commentary and relevant case law.

### What's New in this Update

This release features updates to Appendix WPL (Words and Phrases Legislatively Defined) and Appendix WPJ (Words & Phrases Judicially Defined).

### Highlights

- **Surrogacy Agreement—Manitoba**—In Part II (Determining Parentage), “surrogacy agreement” means a written agreement between a surrogate and the intended parent or parents of a child to be carried by the surrogate, in which (a) the surrogate agrees to not be a parent of the child; and (b) the intended parent or parents agree to be the child’s parent or parents: *The Family Maintenance Act*, R.S.M. 1987, c. F20 [C.C.S.M., c. F20], s. 15.
- **Natural Child—Federal**—The term “natural child” has an ordinary meaning. Now more commonly referred to as a “biological child”, it references descendancy or the biological relationship between the offspring and parent, and its usage is not limited to only people under a certain age. The term natural child contrasts with the term adopted child, a distinction reflected in the jurisprudence . . . *Peters First Nation v. Engstrom* (2021), 2021 CarswellNat 6015, 2021 FCA 243 (F.C.A.) at para. 18 Rennie, J.A.

### ProView Developments

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases and Index are now in PDF with no searching and linking
- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable
- Footnote text only appears in ProView-generated PDFs of entire sections and pages

## Foreword

After more than 25 years of practice in B.C., mainly in the area of Family Law, I am delighted to find that the learned authors of this book have filled a gap in legal texts with a carefully written work. The content is clear, concise, and, so far as I can ascertain, complete.

So many practitioners for far too long have treated a domestic contract as if they were merely translating the views of their client, without due regard to the niceties of draftsmanship and without bringing to bear the skills that they would otherwise apply to drafting a commercial contract. The comprehensive nature of this work is such as to raise the standard of draftsmanship in the area of domestic contracts to the level of any other carefully considered agreement.

I find the references to the applicable jurisprudence to be current and well founded. The explanations given are designed to keep both the beginner and the experienced counsel on track. Apart from the advice on technique and the content of the precedents provided, the checklists are invaluable.

This work contains a mine of information and in my view is a must for any Family Law lawyer's library.

*M. Edward Mortimer, Q.C.*