Domestic Agreements

A Guide for Millbrook, Bear River, Pictou Landing, Paqtnkek, and Sipekne'katik band members



THIS GUIDE IS FOR INFORMATIONAL PURPOSES AND <u>DOES NOT CONSTITUTE OR</u> <u>REPRESENT ANY LEGAL ADVICE</u>. LAWS ARE SUBJECT TO CHANGE, AND BEFORE USING OR COMPLETING A DOMESTIC AGREEMENT, IT IS HIGHLY RECOMMENDED THAT YOU OBTAIN LEGAL ADVICE.

EACH SITUATION IS DIFFERENT. IT IS IMPORTANT YOU SEEK YOUR OWN LEGAL ADVICE TO ENSURE THAT YOU ARE PROPERLY PROTECTED, AND THAT THE DOMESTIC AGREEMENT REFLECTS YOUR SITUATION, GOALS, AND THE LAW.

THIS GUIDE PROVIDES GENERAL INFORMATION ON DOMESTIC AGREEMENTS ONLY; HOWEVER, IT IS PRIMARILY FOR COUPLES LIVING ON RESERVE OR WITH REAL PROPERTY ON RESERVE.

Domestic Agreements A Guide for Millbrook, Bear River, Pictou Landing, Paqtnkek, and Sipekne'katik band members

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Introduction

What is a Domestic Agreement?

A *Domestic Agreement* is a written, legal document that can be entered into by a couple living together, for instance dating or common law (Cohabitation Agreement), before or during a marriage (Marriage Contract) or upon separation of the couple (Separation Agreement).

The purpose of a domestic agreement is to outline how property and possessions will be divided between the couple. Examples of items it covers are outlined in this Guide. A domestic agreement can also outline spousal support.

In Separation Agreements, child custody, access, and child support can be agreed upon. However, in most cases, child support must be inline with the Child Support Tables (see link below).

Family law legislation does not allow an Agreement to fix child support, access, and custody forever. This is because the best interest of the child comes first, and, as circumstances change, these items are also subject to change at anytime, regardless of the Agreement.

Child Support Tables: https://www.justice.gc.ca/eng/fl-df/child-enfant/2017/look-rech.asp

Spousal Support

Guidelines: https://www.justice.gc.ca/eng/fl-df/spousal-epoux/ssag-

ldfpae.html

General Info: www.nsfamilylaw.ca

"domestic agreement" — is an agreement between two people living as a couple, which outlines their particular rights and responsibilities if they separate or one of the couple

"spousal support" – when a couple separates or divorces, one person may agree or be required by the Court to pay the other person money to assist in the income differences between them.

"child support" – legally required payments for the benefit of the child(ren), typically made from the non-primary parent (non-custodial parent) to the primary (custodial) parent.



Who can complete a Domestic Agreement?

The couple must agree on the contents of the Domestic Agreement. A couple can be any two persons that are married, common law, or considering marriage or living together as a couple.

Both persons in the couple must have capacity (over age of 18, of sound mind at the time, etc.), each must sign the Domestic Agreement, and each signature must be witnessed. The witness must watch each person sign, and then sign the document themselves

Before signing a Domestic Agreement, it is recommended that each person obtain their own independent legal advice to ensure their rights and interests are protected, and that the Domestic Agreement is legal and enforceable.



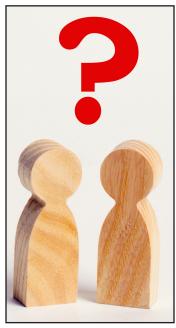
"domestic agreement" – is an agreement between two people living as a couple, which outlines their particular rights and responsibilities if they separate or one of the couple dies.

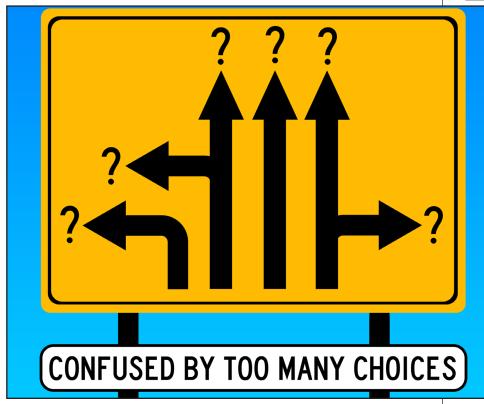


What is a Domestic Agreement template, and how to use it?

The *Domestic Agreement* template is an <u>example</u> of what is included in a Domestic Agreement. The template is meant to assist in starting the conversation between the couple. It is merely an example of some of the types of topics and potential ways of addressing each topic. The goal is to have a Domestic Agreement that both parties agree to. This can be done in many ways. In the template, some topics have example options for the couple to consider, such as how property will be divided. These are not the only options, and a couple can decide differently.

Before you complete or sign any Domestic Agreement, it is important to obtain legal advice. This Guide and the Domestic Agreement template are not legal advice.







What goes into the Domestic Agreement?

A Domestic Agreement can cover as little or as much as the couple wishes. Its goal is to outline what will happen on separation, divorce, or death. Common items covered in the Domestic Agreement include:

- a) **Real Property (Template Section 2).** *Real Property* is land and buildings attached to the land.
 - a. **Family Home** This refers to the home where the couple resides.
 - i. Who will own the home, or how will the family home be divided between the couple?
 - ii. Who will live there?
 - iii. If it is a Band-owned home, who would the couple prefer to stay in the home?
 - b. **Other Real Property** This refers to Real Property that the couple, either individually or together, may own, and that is NOT the family home.
 - i. Who will get this property?
 - ii. Will the value of it be divided? If so, how will it be valued, and how will it be split?

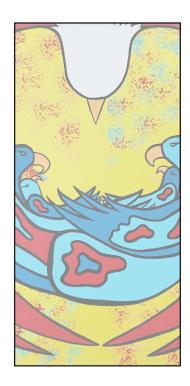
Reminder: Only Band Members can own or hold Certificates of Possession to lands or family homes on Reserve. A Certificate of Possession is a legal document under the *Indian Act* that gives a Band Member lawful possession of a portion of Reserve lands. A Non-Band member may live in or reside on Reserve, but they cannot **own** the land or home. If you are unsure if there is a Certificate of Possession, seek legal advice for clarification.

If the Real Property is a "DVA" lot, meaning a Department of Veterans Affairs allotment on reserve, seek legal advice to see the status of the DVA.

b) Ownership of other Assets (Template Sections 3 and 4) This refers to listing items that each person will keep as their own, in the event of separation, divorce, or death. These can include any item of importance, such as cars, ATVs, personal items, heirlooms, furniture, jewelry, animals, accounts, RRSPs, pensions, investments, etc.

"real property" – is actual land or buildings affixed to the land. It does not include personal property such as cars, RVs, etc.

"family home" – the home on reserve that the couple is actually living in, regardless of who actually owns the home.



"assets" – items or property owned by a person having value, for instance: cars, ATV, bank accounts, pensions, etc.

c) **Business Assets** (**Template Section 5**) This section applies when a couple, either individually or together, own a business. This template assists as an outline of what happens to a business upon separation or divorce of the parties, or the death of one of the parties. It is important to ensure you have legal advice in understanding how the business is structured and the family law approach to division of businesses, before you decide how to approach Business Assets.

The Domestic Agreement will not overrule Land Use Bylaws, Housing Policies, other requirements of the First Nation or applicable laws.

- d) **Debts** (**Section 6**) This section outlines what debts belong to the couple (both individual and together), and states who will be responsible for each debt. There are many ways of doing this. The key point is to be aware of all the debts that exist and determine who will be responsible for each. For example, each can be responsible for their own debt, the debt can be shared between them, or in a combination.
- e) **Spousal Support (Section 7)** This section refers to instances of spousal support, if it is payable, and if so, how much and for how long. Spousal support can be payable in a number of situations, most often (but not always) this occurs when there is a significant difference in the amount of money each person earns. There are many other factors that can impact a person's spousal support entitlement, such as length of the relationship, disabilities, etc.

The goal of spousal support is to limit unfair financial difficulties for the lower-income earner, in the event of separation or divorce. If a couple decides on spousal support in a Domestic Agreement, there are many ways to customize it, and there is not a one-size-fits-all approach. It is recommended you seek legal advice on your options before completing the Domestic Agreement.

If the couple agrees on spousal support, below is the link to the Spousal Support Guidelines that can be of assistance.

Spousal Support Guidelines:

https://www.justice.gc.ca/eng/fl-df/spousal-epoux/ssag-ldfpae.html

General Info: www.nsfamilylaw.ca

f) Child Custody and Access (Section 8) These items tend to be

"debts" – a loan or amount of money owed to something or someone else, such as a mortgage, line of credit balance, loan, credit card balance, car loan, personal loan, overdraft,

"spousal support" – when a couple separates or divorces, one person may agree or be required by the Court to pay the other person money to assist in the income differences between them.

only for separation/divorce agreements. Any agreement that outlines custody and access is subject to change by the parties or the Court, regardless of the agreement, as the best interest of the child is considered paramount.

Custody refers to the type of parenting structure and who is responsible for the care and upbringing of the child and includes joint custody and sole custody.

Access refers to the contact and parenting time each parent has with the child(ern).

If there are Court Orders already outlining what the Custody and Access arrangements are for the couple and children, then it is these terms that would be included in the Agreement. If there are no Court Orders in place, then the couple can agree between them the purposes of the Agreement. Remember, that these terms are always subject to change based on the best interest of the child.

Legal advice is recommended.

General info: www.nsfamilylaw.ca

g) **Child Support** (**Section 9**) These items tend to be only for separation/divorce agreements. Any agreement that outlines child support is subject to change by the parties or the Court, regardless of the agreement, as the best interest of the child is considered paramount.

In most cases, child support is determined by the income and the Child Support Tables. The Court needs to be satisfied that the proper amount of child support is being paid for the benefit of the child. If the Court is not satisfied the proper of amount of child support is being paid, then the Court can adjust child support accordingly.

In addition to base child support, if there are extraordinary expenses of the children, such as child care, special needs, education, etc., then these expenses can be split between the couple as well.

It is important to know that you cannot agree not to pay child support. It is required by law.

Legal advice is recommended.

"custody" — is the legal relationship between the parent and child, determining who is responsible for the primary care of the child, including health, education, decision making and day-to-day care.

"access" – when the parents are separated, the parenting time that the non-custodial (or non-primary parent) has with the child(ren).

"child support" – legally required payments for the benefit of the child(ren), typically made from the non-primary parent (non-custodial parent) to the primary (custodial) parent.



Child Support Tables: https://www.justice.gc.ca/eng/fl-df/child-enfant/2017/look-rech.asp General Info: www.nsfamilylaw.ca

h) **Upon Death, Estates, and Wills (Sections 11-14)** The role of a Domestic Agreement when one of the partners dies is to make clear what property/debts belonged to the deceased partner and which belongs to the living partner. A Domestic Agreement does not replace a Will.

When it is determined what is included in the deceased's property (the estate), it will then be dealt with through their Will or if they do not have a Will, then the law will determine what happens to the deceased's property.

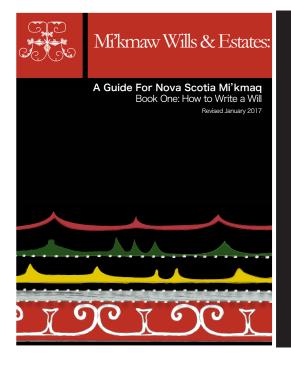
It is recommended that all persons have a Will to decide what will happen to their property (estate) on death. If a person does not have a Will, then the law decides who inherits their property.

See: CMM Wills and Estate Guide

If you have a Domestic Agreement, ensure that you take a copy with you to your lawyer when you do your Will or have your Will updated!

"estate" – is all the money and property (real and personal) owned by a person upon their death.

"Will" – is a legal document declaring a person's wishes for their property and assets (their "estate") upon their death.



For a copy of the guide please visit CMM website. www.cmmns.com



FAQs

Does a Domestic Agreement need to address everything outlined above?

No. The Agreement can cover as little or as much as the couple wants. If the goal is to keep out of Court or to minimize conflict, then it is better to try to cover off more. It is recommended each party discuss the options and their situation with legal counsel before completing or signing a Domestic Agreement.

Can a Domestic Agreement be changed after it is signed, if I no longer agree?

If the other person agrees to the changes, then the changes can be put in writing, requiring both parties' signature, as well as witnesses to both signatures (as described above). However, if one of the parties does not agree to the changes you want, then you need to seek legal advice, as the Agreement may still be binding.

To prevent issues and to protect yourself, do not sign or enter into any Domestic Agreements, without FIRST having your own lawyer.



DOMESTIC AGREEMENT

THIS TEMPLATE IS FOR INFORMATIONAL PURPOSES ONLY, AND TO HIGHLIGHT SOME POTENTIAL COMPONENTS OF A DOMESTIC AGREEMENT. IT <u>DOES NOT CONSTITUTE OR REPRESENTANY LEGAL ADVICE</u>. BEFORE USING OR COMPLETING THIS TEMPLATE, IT IS HIGHLY RECOMMENDED THAT YOU OBTAIN LEGAL ADVICE.

THIS IS FOR PERSONS LIVING IN FIRST NATIONS WITH ITS OWN MATRIMONIAL REAL PROPERTY LAW, CURRENTLY: MILLBROOK, BEAR RIVER, PICTOU LANDING, PAQTNKEK, SIPEKNE'KATIK.

| THIS IS A DOMESTIC AGREEMENT pursuant to the Matrimonial Real Property Law and the Matrimonial Real Property Act, R.S.N.S. |
|--|
| BETWEEN: |
| INSERT FULL LEGAL NAME |
| Kelley ABC |
| (hereinafter referred to as "Kelley") |
| - and - |
| Charlie XYZ |
| (hereinafter referred to as "Charlie") |
| BACKGROUND |
| WHEREAS Kelley and Charlie (intend to begin residing together OR started residing together, OR were or will be married) on or about; |
| AND WHEREAS Kelley and Charlie desire to enter into an Agreement in respect of their (upcoming cohabitation and possible future marriage OR marriage OR separation). |
| AND WHEREAS there are (presently no children or child/children) of Kelley and Charlie; |

AND WHEREAS both Kelley and Charlie acknowledge that they own property in their own

right;

AND WHEREAS both Kelley and Charlie acknowledge that each has fully shared their existing financial circumstances, asset holdings and debts with the other and are entering into an Agreement, the terms of which are to be binding upon both of them;

| ((date) OR upon signing by both parties). | |
|---|-----|
| (cohabitation OR marriage OR separation) which is expected to begin on or ab | out |
| and Charlie, which agreement shall take effect upon commencement of their | |
| has been reached to provide agreement on key issues of concern between Kelley | / |
| AND WHEREAS pursuant to discussions between them, a mutual understanding | |

DEFINITIONS:

| In this Agreement: | |
|--------------------|--|
| a. "Band" means | |

- b. "Cease to Cohabit" means ceasing to remain in the same home in an intimate relationship due to a breakdown in the relationship for a continuous period of forty-five (45) days or more;
- c. "Cohabitation" means living together but not married;
- d. "Property" means real or personal property or any interest regardless of wherever it is located:
- e. "Will" means
 - i. a testament:
 - ii. a codicil (is an amended to a Will);
 - iii. an appointment by will or by writing in the nature of a will in exercise of a power; and
 - iv. any other testamentary disposition.

THIS AGREEMENT IS EVIDENCE that, in exchange for individual promises given by each of them and the mutual promises contained in this Agreement, Kelley and Charlie enter into a formal agreement to undertake and agree with one another as follows:

1. <u>INTENTION AND AGREEMENT</u>

- a. Kelley and Charlie determine by this Agreement their rights and obligations with reference to the ownership of their property now and in the future, whether held jointly or in their individual name alone:
- b. Kelley and Charlie agree to be bound by the provisions of this Agreement;
- c. Kelley and Charlie agree that this Agreement is specifically entered into to avoid or minimize any contested court proceedings or arbitration (in the event their cohabitation or future marriage relationship terminates or upon the death of either or both parties);
- d. Kelley and Charlie agree with each other that this Agreement shall be binding:
 - i. during their cohabitation;

- upon termination of cohabitation; ii. during their marriage should it occur; iii. iv. upon separation; upon divorce; V. vi. upon death; and vii. upon the annulment or dissolution of their marriage if it occurs. e. Kelley and Charlie agree that this Agreement shall then continue in force and will be deemed to be a (Marriage Contract **OR** Separation Agreement) pursuant to The Matrimonial Property Act, and a Domestic Contract pursuant to the Matrimonial Real Property Law. 2. Real Property **Family Home** a. Kelley and Charlie acknowledge that the property located ("Property") is presently held and solely owned by (Kelley OR Charlie OR Kelley and Charlie jointly OR the Band). b. Where the Property is owned by the Band, the Parties recognize that neither has an ownership right or entitlement to that Property. However, provided Band policies and authority permit, the Parties have agreed that (Kelley OR Charlie) will continue to live in the Property. OR c. The Parties have agreed that on separation, the following will happen to the Property: i. Consider: Who will live there? o If so, how will the other person be paid to give up their interest in the home? Who will pay the expenses to live there? Is the property to be sold? o If so, how will the proceeds of sale be split? d. Kelley and Charlie acknowledge that property located ("Other Property") is presently held and solely owned by (Kelley OR Charlie OR Kelley and Charlie jointly)
 - e. The Parties have agreed that, on separation, the following will happen to the Other Property:

Consider:

i.

- Who will live there?
 - o If so, how will the other person be paid to give up their interest in the home?
- Who will pay the expenses to live there?
- Is the property to be sold?
 - o If so, how will the proceeds of sale be split?

3. OWNERSHIP OF ASSETS - Charlie

a. Subject to Section 2 herein, Kelley and Charlie agree that the following assets shall remain the sole property of Charlie without claim from Kelley, regardless of usage or any change in circumstance:

i.

Consider:

- Motor vehicles, ATVs, etc.
- Furniture
- Investments and Accounts (RRSPs, RIFs, Stocks, Pensions, etc.)
- Personal Property/ items
- b. Kelley and Charlie agree that any inheritances or future inheritance received by Charlie shall remain the sole property of Charlie, and Kelley hereby releases any and all claims to said inheritance or future increase in value of the inheritance, whether or not same is invested or used for joint, matrimonial, or family use or purpose.
- c. Kelley and Charlie agree that any gifts received personally by Charlie including but not necessarily limited to birthday, Christmas, or anniversary gifts, will remain the property of Charlie even if they are subsequently used for the benefit of both spouses and/or their children.

4. OWNERSHIP OF ASSETS - Kelley

a. Subject to Section 2 herein, Kelley and Charlie agree that the following assets shall remain the sole property of Kelley without claim from Charlie, regardless of usage or any change in circumstance:

- i. Consider:
- ii.
- · Motor vehicles, ATVs, etc.
- Furniture
- Investments and Accounts (RRSPs, RIFs, Stocks, Pensions, etc.)
- Personal Property
- b. Kelley and Charlie agree that any inheritances or future inheritance received by Kelley shall remain the sole property of Kelley, and Charlie hereby releases any and all claims to said inheritance or future increase in value of the inheritance, whether or not same is invested or used for joint, matrimonial or family use or purpose.
- c. Kelley and Charlie agree that any gifts received personally by Kelley including but not necessarily limited to birthday, Christmas, or anniversary gifts, will remain the property of Kelley even if they are subsequently used for the benefit of both spouses and/or their children.

5. **BUSINESS ASSETS**

Kelley and Charlie agree that the following business assets shall remain the sole and exclusive property of (Kelley OR Charlie) regardless of cohabitation, marriage, separation, or divorce between the Parties:

 i.

OR

b. Kelley and Charlie agree that the business assets, being
_______, shall be divided and managed as follows in the event of separation or divorce between the Parties:

i.

6. DEBTS

Kelley and Charlie agree that:

- a. Charlie shall be solely responsible for any existing debts or future debts incurred in Charlie's sole name, and Kelley shall be solely responsible for any existing debts or future debts incurred in Kelley's sole name. OR
- b. Kelley and Charlie shall assign the debt as follows:
 - i. Charlie shall be solely responsible for the following debts:
 - ii. Kelley shall be solely responsible for the following debts:

7. SPOUSAL MAINTENANCE

- a. Kelley and Charlie mutually agree to the following:
 - There shall be no spousal support payable to either party, regardless of any change in circumstance, now or in the future; OR

| | | | There shall be spousal support payable by (Kelley OR Charlie) to (Kelley or the Charlie). Spousal support shall be paid at (a rate of per month OR the applicable rate under the Spousal Support Guidelines) and shall be paid on a (weekly OR monthly) basis until (date), at which time the obligation for spousal support ceases permanently. This section of the Agreement (shall OR shall not) be subject to variation by the Courts and can be varied through the consent of both parties. |
|----|-----------|----------------|--|
| 8. | | | STODY AND ACCESS (*For Separation Agreements Only) |
| | a. | | mes and birth dates of the child(ern) of Kelley and Charlie are |
| | | i. :: | |
| | | ii. iii. | |
| | h | | and Charlie agree on the following custody arrangements: |
| | υ. | i. | and online agree on the following custody arrangements. |
| | C. | Kelley a | and Charlie agree on the following access arrangements: |
| | ٨ | i. Kollov s | and Charlie both acknowledge that matters of custody and access are |
| | u. | = | to variation by the Courts if there is a material change in circumstances |
| | | - | gh the agreement of the parties, pursuant to ensuring the best interest |
| | | | hild(ren). |
| | | | |
| 9. | <u>Cl</u> | HILD SU | PPORT (*For Separation Agreements Only) |
| | a. | | and Charlie agree that child support shall be paid pursuant to the |
| | | | ole Child Support Guideline Tables, which the parties understand may |
| | | • | from time to time, and that either party may make application to the |
| | | | or variation of child support should circumstances warrant. |
| | b. | | agrees his/her annual income is currently \$ |
| | | _ | agrees to provide a copy of his/her annual tax return or a statement of ual income to Charlie each year until child support is no longer due and |
| | | payable | |
| | C. | | agrees his/her annual income is currently \$ |
| | | | agrees to provide a copy of his/her annual tax return or a statement of |
| | | her ann | ual income to Kelley each year until child support is no longer due and |
| | | payable | 9. |
| | d. | | on the custody arrangements, current incomes and the Child Support |
| | | | nes table, (Kelley OR Charlie) shall pay child support in the amount |
| | | | per month to (Kelley OR Charlie) on the (date) of each |
| | _ | | commencing on, 20 |
| | e. | | ion to child support, Kelley and Charlie agree that the parties will share ollowing extraordinary costs on a (50/50, prorated, etc.) basis and |
| | | 111 1110 10 | mowing canadiumary costs on a toolou, prorateu, etc./ basis aru |

receipts or an accounting shall be kept of each expense:

i.

Consider:

- Child care costs
- · Extra-curricular activities, such as hockey
- Special Needs expenses
- Tutoring/ Education

10. AGREEMENT TO SURVIVE DEATH

- a. Kelley and Charlie mutually agree that the Agreement contained herein shall constitute a continuing agreement between Kelley and Charlie with respect to all existing assets and future acquired assets.
- b. Kelley and Charlie agree that this Agreement shall enure to the benefit of and be binding upon Kelley and Charlie hereto, their heirs, executors, administrators, and assigns.

11. FURTHER ASSURANCES

The parties and their respective trustees, executors, and administrators shall at all times have power to make and execute all such assurances and other instruments, which may be required to give full effect to the promises, agreements. and provisions contained herein.

12. VOLUNTARY BEQUESTS/RELEASE OF RIGHTS IN ESTATES

Except as provided in this Agreement, or by will or other testamentary instrument of either party, Kelley and Charlie hereby release each other from all claims and rights which they may have

- a. in the estate of the other upon that party dying intestate, whether by way of statutory allowance or right under the laws of any jurisdiction;
- b. upon the death of the other, under the laws of any jurisdiction, and
- c. to act as executor/executrix or administrator/administratrix of the will or estate of the other under the laws of any jurisdiction.

13. RELEASE OF RIGHTS TO INTEREST IN PROPERTY

- a. All rights and obligations of Kelley and Charlie, arising before or during their cohabitation, or marriage or before or after separation, or upon or after death, including rights and obligations of each other with respect to: (i) ownership of property; and (ii) ownership in or division of property; are governed by the terms of this Agreement.
- b. Except as provided in this Agreement, Kelley and Charlie each release and discharge all rights to and interest in property owned by the other, that they have or may have acquired under the laws of any jurisdiction, including all rights to and interest in: (i) ownership of property; (ii) division of property; and (iii)

compensation by payment of an amount of money, or by an award of a share of property for contributions of any kind, whether direct or indirect, made to property.

12. <u>SEVERABILITY OF PROVISION</u>

The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and any invalid provision will be severable, and the remainder of the Agreement shall stay in effect.

13. COLLATERAL AGREEMENTS

There are no representations, collateral agreements or conditions affecting this Agreement other than as expressed in this Agreement.

14. <u>AMENDMENT</u>

If at any time during the continuation of this Agreement Kelley and Charlie shall deem it necessary or expedient to amend any article, clause, matter or thing herein contained, they may do so by a supplemental written agreement signed by them.

15. **GOVERNING LAW**

The law governing the interpretation of the implementation of this Agreement is the law prevailing from time to time in the ______First Nation, Province of Nova Scotia and Federal law (as applicable) with no regard to the domicile of Kelley and Charlie nor to the *lex locus celebrationis* if other than the Province of Nova Scotia.

16. **VOLUNTARY EXECUTION**

- a. Kelley and Charlie each acknowledge that:
 - Each has been fully advised of and informed of the assets and prospects of the other;
 - Each has taken account of the possible future income fluctuations of Kelley and Charlie and the possible future fluctuations in the cost of living expenses of Kelley and Charlie;
 - iii. Each understands the respective rights and obligations under this Agreement;
 - iv. Each is signing this Agreement voluntarily without undue influence or fraud or coercion or misrepresentation whatsoever and each has read the Agreement in its entirety with full knowledge of the contents thereof and does affix their signature voluntarily; and
 - v. Each party has had independent legal advice or has prior to executing this Agreement or acknowledges that they have been encouraged by the other party to obtain independent legal advice and after due reflection has decided not to obtain same.

Agreement on the day first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS Kelley ABC

IN WITNESS WHEREOF the parties to this Agreement have voluntarily signed this

WITNESS Charlie XYZ



About the Artist

Cover Artwork by Lorne A. Julien



Artist statement Lorne A. Julien

My name is Lorne Alexander Julien, from Millbrook First Nation, Mi'kmaq First Nations, Nova Scotia, I specialize in original First Nations acrylic paintings. My Mi'kmaq name is "Warrior on the Hill" which was given to me in my youth when I learned about the spiritual way of my people.

I am a self-taught artist, beginning as a young child. I like to use bright colours and believe simplicity is beautiful. I want to share my artwork, lifting people's spirits, with ideas taken from my visions and dreams.

My artwork is a form of prayer and it provides healing for myself and I would like to bring healing to the world around me. My intention is to inspire hope and balance within the universe.



About the Author



Bryna Hatt has been practising law in the area of Aboriginal law and with First Nation communities for over 10 years.

Bryna earned her law degree (LL.B) in 2007 at Dalhouise Law School (Schulich School of Law), and later went on to earn her Master of Laws (LL.M) from Osgoode Hall Law School. She is an experienced negotiator, with significant litigation experience, appearing before all levels of the Nova Scotia Courts, federal and provincial labour boards, administrative tribunals and arbitrations. Bryna is an active member of the Canadian Barristers Association, past Chair of the Nova Scotia Aboriginal Law section, and current member of the National Aboriginal Law Executive.. Bryna is also a part-time faculty instructor at St. Francis Xavier University, Schwartz School of Business, where she teaches Business Law, and in 2018 was appointed as an Adjudicator to the Nova Scotia Small Claims Court.

Bryna practices law with the law firm Fraser Hatt Law, as its principal lawyer.



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