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<p><b>ENFORCEMENT OF FAMILY LAW ORDERS AND AGREEMENTS: LAW AND PRACTICE</b> Wilton &amp; Miyauchi Release No. 6, December 2024</p>
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This practice-oriented manual details the full range of family law enforcement remedies available under federal and provincial legislation. The work is divided into three parts: Support, Custody Orders and Separation Agreements. Under each part, available enforcement remedies are described in detail with an emphasis on practice and procedure points. The full text of all relevant federal, provincial and territorial enforcement legislation is included.

## What's New in this Update

In this release commentary and case law have been updated on the formalities of domestic contracts and based on the two-stage test set out in seminal Supreme Court of Canada case *Miglin v. Miglin*, 2003 CSC 24, 2003 SCC 24, 2003 CarswellOnt 1374, 2003 CarswellOnt 1375 (S.C.C.) under which circumstances a court may exercise its jurisdiction to order spousal support despite a previous agreement between the parties as to support.

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The release also analyzes the impact of the 2023 Supreme Court of Canada case *Anderson v. Anderson*, 2023 SCC 13, 2023 CarswellSask 224, 2023 CarswellSask 225 (S.C.C.), reversing 2021 SKCA 117, 2021 CarswellSask 513 (Sask. C.A.), reversing 2019 SKQB 35, 2019 CarswellSask 72 (Sask. Q.B.). Generally, the *Anderson* decision stands for the principle that domestic contracts should be encouraged and supported by courts, within the bounds permitted by the legislature, absent a compelling reason to discount the agreement. *Anderson* was decided under ss. 38 and 40 of the Saskatchewan *Family Property Act*. In *Anderson* the Supreme Court states that “the *Miglin* framework is not a panacea for all domestic contracts” and that the interpretation of domestic agreements as to their validity and the weight afforded them by the court “must be determined by reference to the distinctive nature of the underlying statutory scheme.” While the framework to determine the validity of an agreement set out in *Miglin* is useful, it is not applicable in dealing with all types of domestic contracts. Referring to *Miglin*, the Supreme Court stated, “Rather, the judge’s interpretive exercise is statute-specific, and differences between property division and spousal support, division of powers concerns, and the distinctive features of the Saskatchewan statute [which places great value on the parties’ autonomy to contract and determine division of family property] mandate a tailored analytical approach.” To be valid, an agreement need not resolve all issues of property division between the parties, so long as it is a partial agreement and not an incomplete one.