

## F2: Guardian settlement agreement and release (\$50,000 or under): Court appoints trustee pursuant to S. 179 Family Law Act

**The following is a sample settlement agreement approved as to form by the Public Guardian and Trustee (PGT) where a trustee of the settlement proceeds will be appointed by the court pursuant to s. 179 of the Family Law Act. In these circumstances, the PGT will provide a letter to counsel advising it has approved the settlement under the Infants Act. An order must then be obtained appointing a trustee pursuant to s. 179 of the Family Law Act. The PGT will then endorse this agreement.**

**Caution: This sample agreement is not intended to suit all cases; it must be amended to suit the circumstances of the settlement under consideration. It cannot be adapted to all forms of infant settlements to which consent is sought under the Infants Act, s. 40. This sample agreement applies only where no court proceeding has been commenced and the amount is \$50,000 or under. One or both guardians may make the agreement.**

### **Guardian settlement agreement and release**

WHEREAS the undersigned, [name of guardian] and [name of guardian] , of [address] , British Columbia, are the [guardian/guardians] of [name of infant] , born [month, day, year] ;

AND WHEREAS the undersigned [guardian/guardians] have authority to enter this Guardian Settlement Agreement and Release on behalf of [name of infant] ;

AND WHEREAS on or about [date of accident] , [describe accident; e.g., (name of driver), while operating a motor vehicle in a westerly direction on Georgia Street, Vancouver, was in collision with a motor vehicle owned and being operated by (name of defendant) in a southerly direction on Burrard Street, Vancouver, British Columbia] ;

AND WHEREAS [name of infant] sustained injuries;

AND WHEREAS [name of defendant] , while denying all liability has agreed to pay by way of ex gratia payment the sum of \$ [amount] in full settlement of all claims of [name of infant] , and the undersigned, arising out of the motor vehicle accident;

AND WHEREAS the undersigned for [himself/herself/themself and each of them] and on behalf of [name of infant] [has/have] agreed to accept the sum of \$ [amount], subject to the consent of the Public Guardian and Trustee pursuant to the provisions of the Infants Act;

AND WHEREAS [name of trustee(s) has/have been appointed [trustee/co-trustees] of the sum of \$[amount], under s. 179 of the Family Law Act;

NOW THEREFORE KNOW ALL WHOM IT MAY CONCERN that the undersigned, in consideration of the payment of \$ [amount] as follows:

4. the sum of \$ [amount] to the undersigned;
5. the sum of \$ [amount] to [name of law firm] , barristers and solicitors, and
6. the sum of \$ [amount] to be paid to [name of trustee/trustee] at [location] , British Columbia, to be held in trust for [name of infant] ;

the receipt of which sum is hereby acknowledged, DO FOREVER RELEASE AND DISCHARGE [name of defendant] from all claims whatsoever that the undersigned now have or that they may have at any time in the future against [name of defendant] ,

arising out of any cause, matter, or thing whatsoever existing up to the present time, and in particular, but without restricting the generality of the foregoing, of and from all claims whatsoever arising out of or in connection with the said accident that occurred on or about [date of accident] ;

AND the undersigned, as [guardian/guardians] of [name of infant] , in consideration of the sum of \$ [amount] as aforementioned, DO HEREBY AGREE TO FOREVER RELEASE AND DISCHARGE [name of defendant] of and from all claims whatsoever that [name of infant] , an infant, now has or that [they] may have at any time in the future against [name of defendant] arising out of any cause, matter, or thing whatsoever existing up to the present time, and in particular, but without restricting the generality of the foregoing, of and from all claims whatsoever arising out of or in connection with the accident that occurred on or about [date of accident] ;

THIS AGREEMENT OF SETTLEMENT AND RELEASE pursuant to s. 40 of the Infants Act shall be deemed to be a good and sufficient discharge to all intents and purposes and shall operate as an agreement of the undersigned and of [name of infant] , an infant, [their] heirs, executors, administrators, and assigns as fully and effectually as if [name of infant] were of the full age of nineteen (19) years and had [themselves] entered into the agreement of settlement and release;

THIS AGREEMENT AND THE RELEASE herein contained are subject to the consent of the Public Guardian and Trustee and the payment of the sum of \$ [amount] as herein set out; LASTLY, [I/We] acknowledge that [my/our] solicitor has explained to [me/us] that, notwithstanding any fee agreement that [I/We] have made, it is still possible for [me/us] to have [my/our] solicitor's bill reviewed by a Registrar of the Supreme Court in a taxation, to see whether it is reasonable as against the infant [name of infant] . However, we are satisfied that it is reasonable, we do not want it to be reviewed by the Registrar, and [I/We] ask the Public Guardian and Trustee to approve of the payment of the above-mentioned amount to [my/our] solicitor without taxation.

IN WITNESS WHEREOF the undersigned [has/have] hereunto set [his/her/their] [hand/hands] and [seal/seals] this [month, day, year] .

**Signed, sealed, and delivered  
In the presence of**

\_\_\_\_\_ [name of witness] \_\_\_\_\_ [name of guardian]

\_\_\_\_\_ [signature] \_\_\_\_\_ [signature]

[as to both signatures] .

\_\_\_\_\_ [name of guardian]

\_\_\_\_\_ [signature]

**THE OFFICIAL SEAL OF THE PUBLIC  
GUARDIAN AND TRUSTEE**

was hereunto affixed to signify [their] consent to this agreement under s. 40 of the Infants Act on [month, day, year] .

\_\_\_\_\_  
Deputy Public Guardian and Trustee