



CANADA

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

INDIAN AFFAIRS BRANCH

Agreement

For the Operation of

..... PORTAGE LA PRAIRIE INDIAN RESIDENTIAL SCHOOL



CANADA

DEPARTMENT OF CITIZENSHIP & IMMIGRATION
INDIAN AFFAIRS BRANCH

MEMORANDUM OF AGREEMENT MADE THIS 22nd DAY OF June ,19 62

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA
represented herein by the Minister of
Citizenship and Immigration hereinafter
called "the Minister"

OF THE FIRST PART

AND

The United Church of Canada
hereinafter called "the Management"

OF THE SECOND PART.

WHEREAS all right, title and proprietary interest in the Portage la Prairie Indian
Residential School
..... (hereinafter called "The School") situated at
Portage la Prairie, Manitoba
..... is vested in Her Majesty the Queen in right of Canada;

WHEREAS the Management has agreed to operate and manage the school for children of Indian
status in accordance with the provisions of this Agreement;

AND WHEREAS the Minister has been authorized by Order in Council
P.C. 1961-2/1487 of October 19, 1961, to enter into this Agreement pursuant to Section
113 of the Indian Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of
the mutual covenants and agreements herein contained the parties hereto, hereby covenant and agree each
with the other as follows:

1. The Management shall nominate a person for appointment as principal or officer-in-charge of the
school, (hereinafter called "the principal") who shall, upon appointment by the Management, be re-
sponsible to the Management for the operation and management of the school, but no such person
shall be appointed principal by the Management without the prior approval of the Minister in writing.
2. The Management shall
 - (a) operate and manage the school in accordance with such rules, regulations, directives and in-
structions that may be made or issued by the Minister from time to time, and
 - (b) provide to the pupils enrolled in the school the standard of food, clothing, accommodation,

supervision and other requirements and necessities established by such rules, regulations, directives and instructions made or issued by the Minister from time to time.

3. The Management may
 - (a) provide for the spiritual and religious welfare of the pupils enrolled in the school, and
 - (b) include in the time-table for classroom instruction a period of not more than one-half hour a day for religious and spiritual instruction.
4. The Management shall be responsible to the Minister for the operation and management of the school.
5. The Management shall consult with the senior teacher at the school in matters pertaining to classroom instructions.
6. The Management shall employ in the school a competent domestic staff.
7. The Management shall not admit any pupil for permanent enrolment at the school unless the admission of such pupil is approved by the Minister in writing.
8. The Management shall endeavour to ensure that the pupils attend the prescribed classes.
9. The Management shall not require or permit any pupil to engage in any activity which may interfere with the attendance of such pupil at class.
10. Where any pupil has left the school or is absent from the school without the permission of the principal, the Management shall notify the local Indian Agency Superintendent, and the principal and the said local Indian Agency Superintendent shall endeavour to locate the pupil and return the pupil to the school.
11. (1) The Management shall, upon notice in writing by the Minister, release or discharge from the school any pupil referred to in the notice.
 - (2) The Management shall not release or discharge any pupil from the school unless the release or discharge of such pupil has been approved by the Minister in writing.
 - (3) Where the Management is of the opinion that the circumstances warrant the immediate suspension of any pupil, it may suspend such pupil provided, however, the Management has made satisfactory arrangements for the care of the pupil.
 - (4) Where a pupil is suspended, the Management shall make a full report to the Minister.
 - (5) The Minister shall decide if a pupil who has been suspended is to be returned to the school.
 - (6) The Management shall not be required to accept any pupil for enrolment in the school who is known to the Management or the Minister to be incorrigible.
12. The Management shall instruct the teaching and domestic staff and the pupils in the observance of safety and fire prevention.

13. The Management shall

- (a) conduct fire drill at the school at least once a month,
- (b) maintain the school in an orderly, neat and sanitary condition,
- (c) take reasonable care of the textbooks and other school supplies, furnishings and equipment furnished by the Minister under this Agreement, and shall account for same when required to do so by the Minister, and
- (d) keep records and submit reports on such matters pertaining to the operation and management of the school as may be required by the Minister.

14. The Management shall

- (a) conduct the financial operation of the school in accordance with such regulations, instructions, directives and rules as may be made or issued by the Minister or Treasury Board from time to time,
- (b) keep proper books, accounts and records, and
- (c) establish an account in a chartered bank in which the moneys advanced by the Minister under this Agreement shall be deposited.

15. The Management may make expenditures for the purposes provided for in this Agreement and in accordance with the rules, regulations, directives and instructions referred to in paragraph 2 hereof.

16. The Minister shall forward in writing to the Management all rules, regulations, directives and instructions referred to in paragraph 2.

17. The Minister shall consult with the Management from time to time with respect to all matters pertaining to the operation and management of the school.

18. The Minister shall not issue a financial directive with respect to the operation and management of the school with a retroactive date.

19. The Minister may enter and inspect the school from time to time.

20. The Minister shall advance to the Management from time to time such funds which, in the opinion of the Minister, are required for the operation and management of the school.

21. The Minister shall, at the end of each school fiscal year, cause the books of account to be audited and for this purpose an auditor appointed by the Comptroller of the Treasury is entitled to have access at all convenient times to all records, documents, books and accounts of the Management relating to the operation and management of the school and is entitled to require from the Management such information and explanations as he deems necessary.

22. A statement prepared by the Auditor showing the expenditures properly made by the Management under

this Agreement during the school fiscal year shall determine the cost of operating and managing the school for that fiscal year.

23. Where the total of the moneys advanced by the Minister during the school fiscal year exceeds the cost of operating and managing the school for that school fiscal year as determined pursuant to paragraph 22, the Management shall credit the excess to the Minister, and where the total of the moneys advanced by the Minister during the school fiscal year is less than the cost of operating and managing the school for that fiscal year as determined pursuant to paragraph 22, the Minister shall pay the deficit to the Management.
24. In this Agreement the expression "school fiscal year" means calendar year or such other period as may be mutually agreed upon by the parties hereto from time to time.
25. The Minister shall, subject to consultation with the Management, assign a teaching staff to the school.
26. (1) Where the Management is of the opinion that the circumstances warrant a suspension of any member of the teaching staff, it may suspend such teacher.
(2) Where a teacher is suspended, the Management shall make a full report to the Minister.
(3) Where a report is made to the Minister with respect to the suspension of a teacher, the Minister shall determine what action is to be taken.
27. The Minister shall, at the request of the Management, provide for the use of the Management any textbooks and other school supplies, furnishings and equipment which, in the opinion of the Minister, are necessary for the operation of the school, but such textbooks and other school supplies, furnishings and equipment shall remain the property of Her Majesty the Queen in Right of Canada.
28. The Minister shall be responsible for the cost of repairs, erections, renovations, alterations or additions made to the school but no repairs, erections, renovations or additions shall be made by the Management without the prior consent of the Minister in writing.
29. (a) Where an officer or servant of the Management has the care and control of a vehicle belonging to Her Majesty the Queen in Right of Canada in the course of his duties hereunder, the Minister agrees except as hereinafter provided to indemnify the Management and the said officer or servant against any liability for death, personal injury or property damage arising from the use or operation of the said vehicle.
(b) Where a claim is made against the Management, or an officer or servant of the Management, and the Minister is liable under sub-paragraph (a) to indemnify the Management or the officer or servant of the Management in respect thereof, the Management or officer or servant of the

Management shall not, except at his own expense, assume liability therefor, execute any release or otherwise settle the claim, but shall forward the claim forthwith to the Portage la Prairie Agency

- (c) The provisions of the attached Claims Regulations, P.C. 1960-11/944, shall apply *mutatis mutandis* to the procedure to be followed where a claim is made for which the Minister has agreed to indemnify the Management or the officer or servant of the Management under sub-paragraph (a).
 - (d) The Management agrees to pay to the Receiver General of Canada on behalf of Her Majesty any amount which the driver of the vehicle, if he were an officer or servant of the Crown within the meaning of the Claims Regulations, would have been required to pay to Her Majesty pursuant to the provisions of the said Regulations.
30. (a) Where an officer or servant of the Management has the care and control in the course of his duties hereunder, of a vehicle belonging to Her Majesty which sustains damage, the Management shall forward forthwith to the Portage la Prairie Agency the material referred to in Section 18 of the attached Claims Regulations.
- (b) The Management agrees to pay to the Receiver General of Canada on behalf of Her Majesty the amount which the driver of the said vehicle, if he were an officer or servant of the Crown within the meaning of the Claims Regulations, would have been required to pay to Her Majesty pursuant to the provisions of the said Regulations.
31. The Management shall not assign this Agreement without the written consent of the Minister.
32. This Agreement may be terminated on the 30th day of June in any year by either party hereto giving to the other party twelve months' notice in writing.
33. It is understood and agreed that upon the execution of this Agreement the parties hereto hereby release each other from all prior agreements relating to the specific matters set forth in this Agreement with respect to the management and operation of the school.
34. The parties hereto agree that all the provisions hereof shall bind and enure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.
35. The Minister may authorize any officer of the Indian Affairs Branch of the Department of Citizenship and Immigration to perform and exercise any of the duties, powers and functions that may be or are required to be performed or exercised by the Minister under this agreement.
36. The Management may authorize the principal or any of its officers to perform and exercise any of the duties, powers and functions that may be or are required to be performed or exercised by the Management under this Agreement.

IN WITNESS WHEREOF the Minister has hereunto set her hand and the corporate seal of the Management was hereunto affixed in the presence of the undersigned officers duly authorized in that behalf.

(sgd) A.U. Mackay

Witness

(sgd) E.E.M. Joblin

Witness

(sgd) George F. Davidson

For Minister of Citizenship
and Immigration

(sgd) Ernest E. Long

(sgd) M.C. Macdonald

REGULATIONS RESPECTING CLAIMS

1. These Regulations may be cited as the *Claims Regulations*.
2. In these Regulations
 - (a) "accident" includes any act or omission;
 - (b) "damaged" includes lost, stolen or destroyed;
 - (c) "department" means a department as defined in paragraph (f) of section 2 of the *Financial Administration Act* and includes the Royal Canadian Mounted Police;
 - (d) "department concerned" in Part I means the department charged with or responsible for the administration of matters giving rise to a claim; in Part II, in relation to public property that has been damaged, means the department having the management, charge or direction thereof, in relation to an employee means the department in which he is employed, and, in relation to a member of the Royal Canadian Mounted Police means the Royal Canadian Mounted Police;
 - (e) "deputy Minister" in relation to a corporation, board, commission, or agency means the president, chairman or other chief executive or presiding officer thereof, and in relation to the Royal Canadian Mounted Police means the Commissioner thereof;
 - (f) "employee" means an employee entitled to claim compensation under the *Government Employees Compensation Act*;
 - (g) "fiscal year" means a fiscal year as defined in paragraph (h) of section 2 of the *Financial Administration Act*;
 - (h) "minister" in relation to a corporation, board, commission, agency or the Royal Canadian Mounted Police means the minister through whom the corporation, board, commission, agency or the Royal Canadian Mounted Police reports to Parliament;
 - (i) "minor negligence" means negligence not amounting to recklessness or undue carelessness and not involving an intentional omission or commission of any act amounting to a wrongful act;
 - (j) "officer or servant of the Crown" means an officer or servant of the Crown in right of Canada and includes a member of the Royal Canadian Mounted Police, but does not include a person engaged locally outside Canada; and
 - (k) "public property" means movable or immovable property belonging to or in the possession of the Crown.
3. These Regulations do not apply to
 - (a) a claim arising out of an accident involving a motor vehicle if the accident took place outside Canada, or
 - (b) a claim to which the National Defence Claims Order applies.
4. Subject to section 3, Part I of these Regulations applies to every claim for damages for which the Crown is or may be liable under the *Crown Liability Act*.
5. (1) Subject to section 3 and to this section, Part II of these Regulations applies where, as a result of an accident,
 - (a) public property has been damaged,
 - (b) an employee has suffered personal injury or has died and in consequence thereof he or his dependants may have an action against some person, or
 - (c) a member of the Royal Canadian Mounted Police has suffered personal injury and in consequence thereof he may have an action against some person.(2) Part II of these Regulations does not apply where the damage to public property or where the value of damaged public property is less than two hundred dollars if
 - (a) no claim has been made against the Crown arising out of the accident, and
 - (b) the deputy minister of the department concerned is of opinion that the accident was caused by an officer or servant while acting within the scope of his authority and that the accident did not arise from recklessness, undue carelessness or the intentional omission or commission of any act amounting to a wrongful act on the part of the officer or servant.(3) Part II of these Regulations does not apply to any loss for which provision is made by the

regulations under section 98 of the *Financial Administration Act* or the regulations under paragraph (k) of section 6 of the *Post Office Act*.

PART 1

CLAIMS AGAINST THE CROWN

6. (1) As soon as the department concerned becomes aware that there are circumstances that may give rise to a claim against the Crown, it shall inform the Deputy Attorney General of Canada of the circumstances and shall cause an immediate investigation to be made of them.
- (2) The department concerned shall obtain
 - (a) an exact statement of the duties of every officer or servant of the Crown involved and, where a Crown motor vehicle is involved, detailed information relating to its use and the authority therefor;
 - (b) a statement from each officer or servant of the Crown involved setting forth the circumstances as he knows them and whether or not he was at the time the alleged damage was occasioned acting within the scope of his duties or employment;
 - (c) statements from all other persons having any knowledge of the surrounding circumstances;
 - (d) copies of any reports made to the local police in connection with the circumstances giving rise to the claim;
 - (e) such plans, sketches or photographs as may be necessary to understand the exact nature of the occurrence; and
 - (f) such further or other information and material as the Deputy Attorney General of Canada requires.
- (3) The department concerned shall, if necessary, obtain the assistance of the Royal Canadian Mounted Police in the investigation.
7. When a claim is made against the Crown the department concerned shall, without prejudice and without admitting liability, request the claimant to furnish a detailed statement of the facts upon which he bases his claim and a detailed statement showing how he computes his claim, together with copies of vouchers verifying all disbursements.
8. The department concerned shall send a report of the investigation and other material obtained as soon as possible to the Deputy Attorney General of Canada with a request for his opinion on the position which the Crown should adopt respecting liability and his advice as to what steps, if any, should be taken with a view to effecting a settlement.
9. The Deputy Attorney General of Canada shall, in due course, express his opinion on whether the Crown should or should not admit liability and he may:
 - (a) enter into negotiations with a view to settlement, either before or after expressing an opinion on liability, or
 - (b) refer the claim back to the department concerned with advice that the claim be paid or a settlement negotiated.
10. If the Deputy Attorney General of Canada gives an opinion that the Crown should admit liability or refers the claim back to the department concerned to be paid or to negotiate a settlement, the department concerned shall communicate, without prejudice, with the claimant, with a view to reaching agreement on the amount to be paid, but the making of a payment to the claimant is subject to the following provisions:
 - (a) where the claim does not arise out of alleged libel, slander or infringement of a patent and the combined amount of all claims arising out of the same matter does not exceed one thousand dollars, the minister of the department concerned may approve such payment to the claimant in full settlement of his claim, and
 - (b) in any other case, the department concerned shall make application to the Treasury Board for approval to make such payment to the claimant in full settlement of his claim.
11. (1) Subject to subsection (2), if the Deputy Attorney General of Canada enters into negotiations with

a view to settlement and expresses an opinion that the Crown should admit liability or that settlement should be effected on terms or conditions recommended by him (which terms or conditions may include a requirement that Treasury Board authority be obtained) and the opinion so expressed is acceptable to the minister of the department concerned, then payment to the claimant may be made in accordance with the terms or conditions recommended by the Deputy Attorney General of Canada without further or other authority.

- (2) Where the amount to be paid to the claimant exceeds five thousand dollars, settlement with or payment to the claimant shall not be made without the department concerned first obtaining the approval of the Treasury Board.

12. When referring a claim for damages to the Deputy Attorney General of Canada the department concerned shall also ask for an opinion as to whether or not any officer or servant of the Crown is legally liable to reimburse the Crown in respect of any liability of the Crown for such damages.

13. (1) Where an officer or servant of the Crown is legally liable to reimburse the Crown in respect of any claim, the Deputy Attorney General of Canada shall so advise and shall also indicate, if the claim was occasioned by negligence, whether the negligence involved should be regarded as minor negligence and whether the negligence arose while the officer or servant of the Crown was acting within the scope of his duties or employment.

- (2) Where a claim for damages against the Crown has been paid after judgment of a court or otherwise when no opinion has been expressed by the Deputy Attorney General of Canada under subsection (1) of this section, the department concerned shall ask the Deputy Attorney General of Canada for an opinion as to whether or not any officer or servant of the Crown is legally liable to reimburse the Crown in respect of the claim and the Deputy Attorney General of Canada shall provide the department concerned with the opinions contemplated by subsection (1) of this section.

- (3) Where the Crown is legally liable to pay damages and, in the opinion of the Deputy Attorney General of Canada

(a) an officer or servant of the Crown is legally liable to reimburse the Crown in respect of the claim,

(b) the claim was occasioned by negligence which should not be regarded as minor negligence, and

(c) the negligence arose while the officer or servant of the Crown was acting within the scope of his duties or employment,

demand shall be made by the department concerned upon the officer or servant of the Crown for reimbursement to the following extent:

(i) where the amount paid by the Crown is twenty-five dollars or less, the full amount paid by the Crown;

(ii) where the amount paid by the Crown is more than twenty-five dollars and does not exceed one hundred dollars, one-half of the amount paid by the Crown or twenty-five dollars, whichever is the greater;

(iii) where the amount paid by the Crown is more than one hundred dollars and does not exceed three hundred dollars, one-third of the amount paid by the Crown or fifty dollars, whichever is the greater;

(iv) where the amount paid by the Crown is more than three hundred dollars and does not exceed five hundred dollars, one-quarter of the amount paid by the Crown or one hundred dollars, whichever is the greater; and

(v) where the amount paid by the Crown is more than five hundred dollars, one-fifth of the amount paid by the Crown or one hundred and twenty-five dollars, whichever is the greater, except that the total amount demanded from him under Part I and Part II of these Regulations in respect of the accident that gave rise to the liability shall not exceed two hundred and fifty dollars.

14. Where the Crown is legally liable to pay damages and in the opinion of the Deputy Attorney General of Canada an officer or servant of the Crown is legally liable to reimburse the Crown in respect of the claim and either the claim was not occasioned by negligence or, if occasioned by negligence, the negligence did not arise while the officer or servant of the Crown was acting within the scope of his duties or employment, demand shall be made upon such officer or servant of the Crown for reimbursement to the extent of the amount paid or required to be paid by the Crown, except that the Treasury Board may by reason of extenuating circumstances direct that demand be made for a lesser amount or that no demand be made.

15. Unless otherwise directed by the Treasury Board, if an officer or servant upon whom a demand is made under these Regulations does not within a reasonable time arrange for the payment of the amount demanded, the department concerned shall refer the matter back to the Deputy Attorney General of Canada with a request that he recommend what legal steps should be taken in order to enforce payment.
16. Notwithstanding anything in these Regulations, where a claim against the Crown arises out of an accident involving a vehicle operated by an officer or servant of the Crown employed in a department, and the amount of all claims, including any loss or damage suffered by the Crown, arising out of injury to the person or to property that are alleged to have resulted from the accident does not exceed one hundred dollars, the department concerned, upon completing its investigation and obtaining the necessary material from the claimant, may, in lieu of referring the matter to the Deputy Attorney General of Canada, refer it to a legal officer of that department designated by the Deputy Attorney General of Canada, who shall give his opinion with respect to the matter for and on behalf of the Deputy Attorney General of Canada.
17. Commencing in 1961 the department concerned shall submit, within one month after the end of each fiscal year, a report in writing to the Treasury Board setting forth the following information:
 - (a) the amounts paid out in respect of claims during the fiscal year immediately preceding the report and how much of each amount, if any, was paid in respect of claims for personal injuries;
 - (b) the names of the persons to whom the amounts were paid and the amount paid to each;
 - (c) the Orders in Council or Treasury Board Minutes, if any, that were obtained in respect of each amount paid; and
 - (d) a brief indication of the circumstances which gave rise to each payment.

PART II

CLAIMS BY THE CROWN

18. (1) As soon as the department concerned becomes aware that an accident has occurred as a result of which public property was damaged or that an employee has suffered personal injury or has died therefrom or that a member of the Royal Canadian Mounted Police has suffered personal injury, it shall inform the Deputy Attorney General of Canada of the circumstances where the Crown may have a claim and shall cause an immediate investigation to be made of them.
 - (2) The department concerned shall obtain
 - (a) an exact statement of the duties of any officer or servant involved;
 - (b) a statement from each officer or servant involved setting forth the circumstances as he knows them and whether or not he was at the time the accident occurred acting within the scope of his duties or employment;
 - (c) statements from all other persons having any knowledge of the surrounding circumstances;
 - (d) copies of any reports made to the local police in connection with the accident;
 - (e) such plans, sketches or photographs as may be necessary to understand the exact nature of the accident; and
 - (f) such further or other information and material as the Deputy Attorney General of Canada requires.
 - (3) The department concerned shall, if necessary, obtain the assistance of the Royal Canadian Mounted Police in the investigation.
19. (1) The department concerned shall send a report of the investigation and other material obtained as soon as possible to the Deputy Attorney General of Canada and, where public property was damaged or a member of the Royal Canadian Mounted Police was injured, request his opinion on the position which the Crown should adopt in respect of any claim thereby disclosed and his advice as to what steps, if any, should be taken with a view to enforcing the claim or effecting a settlement.
 - (2) Where an employee or his dependants have elected to claim compensation under the *Government Employees Compensation Act* the Department of Labour shall notify the Deputy Attorney General of Canada of the election as soon as possible after it has been made and shall supply the Deputy Attorney General of Canada with such information or material as may be in that department's possession and shall obtain such further information or material as may be required by the Deputy Attorney General of Canada and shall request the opinion and advice mentioned in subsection (1).

20. The Deputy Attorney General of Canada shall express, in due course, his opinion and give his advice and he may
- (a) enter into negotiations with a view to enforcement or settlement, either before or after expressing his opinion, or
 - (b) refer the matter back to the department concerned or to the Department of Labour with advice that the claim be enforced or a settlement negotiated.
21. If the Deputy Attorney General of Canada refers the claim back to the department concerned or to the Department of Labour to enforce it or to negotiate a settlement, the department concerned or the Department of Labour shall communicate, without prejudice, with the person or persons against whom the claim lies, with a view to reaching agreement on payment or settlement.
22. (1) Where the accident concerns damaged public property, the department concerned shall, when sending the report and investigation thereof to the Deputy Attorney General of Canada, also request his opinion on whether there is any legal liability on the part of any officer or servant of the Crown in respect of the damaged public property.
- (2) Where an officer or servant of the Crown is legally liable to the Crown in respect of damaged public property the Deputy Attorney General of Canada shall so advise and shall also indicate, if the claim was occasioned by negligence, whether the negligence involved should be regarded as minor negligence and whether the negligence arose while the officer or servant of the Crown was acting within the scope of his duties or employment.
23. Where in the opinion of the Deputy Attorney General of Canada
- (a) an officer or servant of the Crown is legally liable to the Crown in respect of damaged public property,
 - (b) the legal liability was occasioned by negligence which should not be regarded as minor negligence, and
 - (c) the negligence arose while the officer or servant of the Crown was acting within the scope of his duties or employment,
- demand shall be made by the department concerned upon the officer or servant of the Crown for payment to the following extent:
- (i) where the amount of the Crown's claim against him is twenty-five dollars or less, the full amount of the claim;
 - (ii) where the amount of the Crown's claim against him is more than twenty-five dollars and does not exceed one hundred dollars, one-half of the Crown's claim or twenty-five dollars, whichever is the greater;
 - (iii) where the amount of the Crown's claim against him is more than one hundred dollars and does not exceed three hundred dollars, one-third of the Crown's claim or fifty dollars, whichever is the greater;
 - (iv) where the amount of the Crown's claim against him is more than three hundred dollars and does not exceed five hundred dollars, one-quarter of the Crown's claim or one hundred dollars, whichever is the greater; and
 - (v) where the amount of the Crown's claim against him is more than five hundred dollars, one-fifth of the amount of the Crown's claim or one hundred and twenty-five dollars, whichever is the greater, subject to the exception contained in paragraph (v) of subsection (3) of section 13 of these Regulations.
24. Where in the opinion of the Deputy Attorney General of Canada an officer or servant of the Crown is legally liable to the Crown in respect of damaged public property and either the legal liability was not occasioned by negligence or, if occasioned by negligence, the negligence did not arise while the officer or servant of the Crown was acting within the scope of his duties or employment, demand shall be made upon such officer or servant of the Crown for payment to the extent of the whole amount of the Crown's claim, except that the Treasury Board may by reason of extenuating circumstances direct that demand be made for a lesser amount or that no demand be made.
25. Unless otherwise directed by the Treasury Board, if a person upon whom a demand is made under these Regulations does not within a reasonable time arrange for the payment of the amount demanded, the department concerned shall refer the matter back to the Deputy Attorney General of Canada with a request that he recommend what legal steps should be taken in order to enforce payment.