

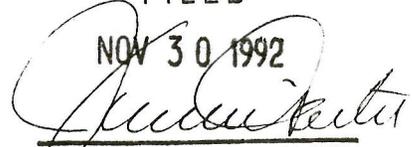
**IN THE SUPREME COURT, STATE OF WYOMING**

**OCTOBER TERM, A.D. 1992**

In the Matter of the Amendments of )  
Rules 6(c)(1), 47, 53(e), 58(a), 77(d) and )  
Forms No. 3 through 18 and 22-A, Wyoming )  
Rules of Civil Procedure )

IN THE SUPREME COURT  
STATE OF WYOMING  
FILED

NOV 30 1992

  
JERRILL D. CARTER, CLERK

**ORDER AMENDING RULES 6(c)(1), 47, 53(e), 58(a), 77(d) and FORMS No. 3  
THROUGH 18 AND 22-A, WYOMING RULES OF CIVIL PROCEDURE**

The members of the Permanent Rules Advisory Committee--Civil Division having submitted to the court proposed revisions to Rules 6(c)(1), 47, 53(e), 58(a), 77(d) and Forms No. 3 through 18 and 22-A, Wyoming Rules of Civil Procedure, and based upon the submission and recommendation of the civil rules advisory committee and with the approval of the court; it is therefore

**ORDERED** that Rules 6(c)(1), 47, 53(e), 58(a), 77(d) and Forms No. 3 through 18 and 22-A, Wyoming Rules of Civil Procedure, as amended and attached hereto shall be, and they are hereby, adopted; and it is further

**ORDERED** that the amended rules and forms, as attached hereto, be published in the advance sheets of the Pacific Reporter and thereafter in the Wyoming Reporter; that the amended rules and forms shall become effective 60 days after publication thereof in the advance sheets of the Pacific Reporter and thereupon shall be spread at length upon the journal of the court.

Dated this 30th day of November, 1992.

BY THE COURT:

  
Richard J. Macy  
Chief Justice

**Rule 6. Time.**

(c) Motions and motion practice. --

(1) Unless these rules or an order of the court establish time limitations other than those contained herein, all motions, except (A) motions for enlargement of time, (B) motions made during hearing or trial, (C) motions which may be heard ex parte, and (D) motions described in subdivisions (3) and (4) below, together with supporting affidavits, if any, shall be served at least 10 days before the hearing on the motion. Except as otherwise provided in Rule 59(c), or unless the court by order permits service at some other time, a party affected by the motion shall serve a response, if any together with affidavits, if any, at least three days prior to the hearing on the motion or within 20 days after service of the motion, whichever is earlier. Unless the court by order permits service at some other time, the moving party shall serve a reply, if any, at least one day prior to the hearing on the motion or within 15 days after service of the response, whichever is earlier. Unless the court otherwise orders, any party may serve supplemental memoranda or rebuttal affidavits at least one day prior to the hearing on the motion.

**Rule 47. Trial jurors.**

(a) *Qualifications.* -- All prospective jurors must answer as to their qualifications to be jurors; such answers shall be in writing, signed under penalty of perjury and filed with the clerk of the court. The written responses of the prospective jurors shall be preserved by the clerk of the court for the longer of the following:

- (1) One year after the end of the jury term; or
- (2) Until all appeals from any trial held during that term of court have been finally resolved.

The judge shall inquire of the jurors in open court on the record to insure that they are qualified.

(b) *Excused jurors.* -- For good cause but within statutory limits a judge may excuse a juror for a trial, for a fixed period of time, or for the term. All excuses shall be written and filed with the clerk or granted in open court on the record.

(c) *Examination of jurors.* -- After the jury panel is qualified, the attorneys, or a *pro se* party, shall be entitled to conduct the examination of prospective jurors, but such examination shall be under the supervision and control of the judge, and the

judge may conduct such further examination as the judge deems proper. The judge may assume the examination if counsel or a *pro se* party fail to follow this rule. If the judge assumes the examination, the judge may permit counsel or a *pro se* party to submit questions in writing.

(1) The only purpose of the examination is to select a panel of jurors who will fairly and impartially hear the evidence and render a just verdict.

(2) The court shall not permit counsel or a *pro se* party to attempt to precondition prospective jurors to a particular result, comment on the personal lives and families of the parties or their attorneys, or question jurors concerning the pleadings, the law, the meaning of words, or the comfort of jurors.

(3) In voir dire examination, counsel or a *pro se* party shall not:

(A) Ask questions of an individual juror that can be asked of the panel or a group of jurors collectively;

(B) Ask questions answered in a juror questionnaire except to explain an answer;

(C) Repeat a question asked and answered;

(D) Instruct the jury on the law or argue the case;  
or

(E) Ask a juror what the juror's verdict might be under any hypothetical circumstances.

(d) *Alternate jurors.* -- The court may direct that not more than six jurors in addition to the regular jury be called and impanelled to sit as alternate jurors. Alternate jurors in the order in which they are called shall replace jurors who, prior to the time the jury retires to consider its verdict, become or are found to be unable or disqualified to perform their duties. Alternate jurors shall be drawn in the same manner, shall have the same qualifications, shall be subject to the same examination and challenges, shall take the same oath, and shall have the same functions, powers, facilities and privileges as the regular jurors. An alternate juror who does not replace a regular juror shall be discharged when the jury retires to consider its verdict. Each side is entitled to one peremptory challenge in addition to those otherwise allowed by law if one or two alternate jurors are to be impanelled, two peremptory challenges if three or four alternate jurors are to be impanelled, and three peremptory challenges if five or six alternate jurors are to be impanelled. The additional peremptory challenges may be used against an alternate juror only,

and the other peremptory challenges allowed by law shall not be used against an alternate juror.

(e) *Peremptory challenges.* -- Each party shall be entitled to three peremptory challenges. Several defendants or several plaintiffs may be considered as a single party for the making of challenges or the court may allow additional peremptory challenges and permit them to be exercised separately or jointly.

**Rule 53. Masters.**

(e) *Report.*

(1) *Contents and Filing.* -- The master shall prepare a report upon the matters submitted to the master by the order of reference and, if required to make findings of fact and conclusions of law, the master shall set them forth in the report. The master shall file the report with the clerk of the court and serve on all parties notice of the filing. In an action to be tried without a jury, unless otherwise directed by the order of reference, the master shall file with the report a transcript of the proceedings and of the evidence and the original exhibits. Unless otherwise directed by the order of reference, the master shall serve a copy of the report on each party.

**Rule 58. Entry of judgment or order.**

(a) *Presentation.* -- Subject to the provisions of Rule 55(b) and unless otherwise ordered by the court, written judgments or orders shall be presented to the court within 20 days after its decision is made known. Before submitting the judgment or order, the party drafting it shall seek to secure the written approval as to form of the other parties. If, within 10 days, approval as to form is not obtained, the party drafting the form of judgment or order may forward the original to the court and serve a copy on the other parties with a notice advising objections must be made within 10 days. If no written objection is timely filed, the court may sign the judgment or order. If objection is filed, the court will resolve the matter with or without a hearing. A party objecting shall submit an alternative form of judgment or order with the objection.

**Rule 77. District courts and clerks.**

(d) *Service of orders or judgments.* -- Immediately upon the entry of an order or judgment the clerk shall mail a copy thereof in the manner provided in Rule 5 to every party who is not in default for failure to appear, and who has not in person or by

attorney acknowledged receipt of a copy thereof. Unless the order or judgment is prepared by the court, the copies necessary for such mailing shall be furnished to the clerk by the prevailing party, and the clerk shall make a note of the mailing on the docket. Such mailing is sufficient notice for all purposes for which notice of the entry of an order or judgment is required by these rules; but any party may in addition serve a notice of such entry in the manner provided in Rule 5 for the service of papers. Lack of notice of the entry by the clerk does not affect the time to appeal or relieve or authorize the court to relieve a party for failure to appeal within the time allowed, except as permitted by the Wyoming Rules of Appellate Procedure.

APPENDIX OF FORMS

\* \* \* \* \*

Form 3.

**Complaint on a promissory note.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant on or about June 1, 1975, executed and delivered to plaintiff a promissory note [in the following words and figures: (here set out the note verbatim)]; [a copy of which is hereto annexed as Exhibit A]; [whereby defendant promised to pay to plaintiff or order on June 1, 1976 the sum of ten thousand dollars (\$10,000.00) with interest thereon at the rate of six per cent per annum].

3. Defendant owes to plaintiff the amount of said note and interest. Wherefore plaintiff demands judgment against defendant for the sum of ten thousand dollars (\$10,000.00), interest, and costs.

Signed: \_\_\_\_\_  
Attorney for Plaintiff

Address: \_\_\_\_\_

Form 4.

**Complaint on an account.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant owes plaintiff ten thousand dollars (\$10,000.00) according to the account hereto annexed as Exhibit A.

Wherefore (etc., as in Form 3).

**Form 5.**

**Complaint for goods sold and delivered.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant owes plaintiff ten thousand dollars (\$10,000.00) for goods sold and delivered by plaintiff to defendant between June 1, 1976, and December 1, 1976.

Wherefore (etc., as in Form 3).

**Form 6.**

**Complaint for money lent.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant owes plaintiff ten thousand dollars (\$10,000.00) for money lent by plaintiff to defendant on June 1, 1976.

Wherefore (etc., as in Form 3).

**Form 7.**

**Complaint for money paid by mistake.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant owes plaintiff ten thousand dollars (\$10,000.00) for money paid by plaintiff to defendant by mistake on June 1, 1976, under the following circumstances: (here state the circumstances with particularity -- see Rule 9(b)).

Wherefore (etc., as in Form 3).

**Form 8.**

**Complaint for money had and received.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant owes plaintiff ten thousand dollars (\$10,000.00) for money had and received from one G. H. on June 1, 1976, to be paid by defendant to plaintiff.

Wherefore (etc., as in Form 3).

**Form 9.**

**Complaint for negligence.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On June 1, 1976, in a public highway called Capitol Avenue in Cheyenne, Wyoming, defendant negligently drove a motor vehicle against plaintiff who was then crossing said highway.

3. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization in the sum of one thousand dollars (\$1,000.00).

Wherefore plaintiff demands judgment against defendant in the sum of ten thousand dollars (\$10,000.00) and costs.

**Form 10.**

**Complaint for negligence where plaintiff is unable to determine definitely whether the person responsible is C. D. or E. F. or whether both are responsible and where his evidence may justify a finding of wilfulness or of recklessness or of negligence.**

A. B.,	)	
	)	
Plaintiff,	)	
v.	)	COMPLAINT
	)	
C. D. and E. F.,	)	
	)	
Defendants.	)	

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On June 1, 1976, in a public highway called Capitol Avenue in Cheyenne, Wyoming, defendant C. D. or defendant E. F., or both defendants C. D. and E. F. wilfully or recklessly or negligently drove or caused to be driven a motor vehicle against plaintiff who was then crossing said highway.

3. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization in the sum of one thousand dollars (\$1,000.00).

Wherefore plaintiff demands judgment against C. D. or against E. F. or against both in the sum of ten thousand dollars (\$10,000.00) and costs.

**Form 11.**

**Complaint for conversion.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On or about December 1, 1976, defendant converted to own use ten (10) bonds of the \_\_\_\_\_ Company (here insert brief identification as by number and issue) of the value of ten thousand dollars (\$10,000.00), the property of plaintiff.

Wherefore plaintiff demands judgment against defendant in the sum of ten thousand dollars (\$10,000.00), interest, and costs.

Form 12.

Complaint for specific performance of contract to convey land.

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On or about December 1, 1976, plaintiff and defendant entered into an agreement in writing a copy of which is hereto annexed as Exhibit A.

3. In accord with the provisions of said agreement plaintiff tendered to defendant the purchase price and requested a conveyance of the land, but defendant refused to accept the tender and refused to make the conveyance.

4. Plaintiff now offers to pay the purchase price.

Wherefore plaintiff demands:

(1) That defendant be required specifically to perform said agreement;

(2) Damages in the sum of one thousand dollars (\$1,000.00); and

(3) That if specific performance is not granted plaintiff have judgment against defendant in the sum of ten thousand dollars (\$10,000.00).

Form 13.

Complaint on claim for debt and to set aside fraudulent conveyance under Rule 18(b).

A. B.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT
	)	
C. D. and E. F.,	)	
	)	
Defendants.)	)	

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Defendant C. D. on or about \_\_\_\_\_ executed and delivered to plaintiff a promissory note [in the following words and figures: (here set out the note verbatim)]; [a copy of which is hereto annexed as Exhibit A]; [whereby defendant C. D. promised to pay to plaintiff or order on \_\_\_\_\_ the sum of five thousand dollars (\$5,000.00) with interest thereon at the rate of \_\_\_\_\_ per cent, per annum].

3. Defendant C. D. owes to plaintiff the amount of said note and interest.

4. Defendant C. D. on or about \_\_\_\_\_ conveyed all property, real and personal (or specify and describe) to defendant E. F. for the purpose of defrauding plaintiff and hindering and delaying the collection of the indebtedness evidenced by the note above referred to.

Wherefore plaintiff demands:

(1) That plaintiff have judgment against defendant C. D. for ten thousand dollars (\$10,000.00) and interest;

(2) That the aforesaid conveyance to defendant E. F. be declared void and the judgment herein be declared a lien on said property;

(3) That plaintiff have judgment against the defendants for costs.

**Form 14.**

**Complaint for negligence under federal Employer's Liability Act (45 U.S.C. §§/n 51 through 60).**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. During all the times herein mentioned defendant owned and operated in interstate commerce a railroad which passed through a tunnel located at \_\_\_\_\_ and known as Tunnel No. \_\_\_\_\_.

3. On or about June 1, 1976, defendant was repairing and enlarging the tunnel in order to protect interstate trains and passengers and freight from injury and in order to make the tunnel more conveniently usable for interstate commerce.

4. In the course of thus repairing and enlarging the tunnel on said day defendant employed plaintiff as one of its workmen, and negligently put plaintiff to work in a portion of the tunnel which defendant had left unprotected and unsupported.

5. By reason of defendant's negligence in thus putting plaintiff to work in that portion of the tunnel, plaintiff was, while so working pursuant to defendant's order, struck and crushed by a rock, which fell from the unsupported portion of the tunnel, and was (here describe plaintiff's injuries).

6. Prior to these injuries, plaintiff was a strong, able-bodied person, capable of earning and actually earning \_\_\_\_\_ dollars per day. By these injuries the plaintiff has been made incapable of any gainful activity, has suffered great physical and mental pain, and has incurred expense in the amount of \_\_\_\_\_ dollars for medicine, medical attendance, and hospitalization.

Wherefore plaintiff demands judgment against defendant in the sum of \_\_\_\_\_ dollars and costs.

**Form 15.**

**Complaint for divorce.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Plaintiff has resided in the State of Wyoming for 60 days immediately preceding the time of filing this complaint. Plaintiff is a resident of the County of Laramie, State of Wyoming.

3. Plaintiff and defendant were married to each other on June 1, 1975, at Cheyenne, Wyoming.

4. One child, A.B., was born on June 1, 1976, as issue of said marriage. Plaintiff is a fit and proper person to have primary care, control and custody of said child.

5. Such irreconcilable differences now exist between the parties that there is no hope for continuing a viable marital relationship.

6. The parties own real and personal property as follows:  
(here describe)

7. The defendant has and is capable of earning an income sufficient to pay for the support of plaintiff and A.B., and to pay the plaintiff's attorney's fee in this matter.

Wherefore plaintiff demands:

(1) That a decree of divorce be granted to the plaintiff dissolving the marriage to defendant;

(2) That plaintiff be awarded the primary care, control and custody of the child A.B. subject to reasonable visitation rights of defendant;

(3) That defendant pay to plaintiff a reasonable sum for plaintiff's support and the support of A.B. during the pendency of this action, a reasonable attorney's fee, and costs;

(4) That defendant pay to plaintiff a reasonable sum as alimony and a reasonable sum for the support of A.B. during the minority of A.B.;

(5) That the court decree a just and equitable division of the property of the parties.

**Form 16.**

**Complaint in action to quiet title.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. Plaintiff is the owner in fee simple and is in possession of a tract of land in Laramie County, State of Wyoming, described as follows:

(insert description).

3. Defendant claims an estate or interest therein adverse to the plaintiff.

Wherefore plaintiff demands that his title to said tract of land be quieted against the defendant, that defendant be adjudged to have no right, title or interest therein, that defendant pay to plaintiff the costs of this action, and that plaintiff have such other and further relief as is just.

**Form 17.**

**Complaint on insurance policy.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On or about June 1, 1955, defendant, for a valuable consideration, issued to G. H. a policy of life insurance whereby defendant promised to pay to plaintiff as beneficiary the sum of ten thousand dollars (\$10,000.00) upon the death of G. H.

3. On September 1, 1976, G. H. died.

4. All conditions precedent to liability under said policy have been performed or have occurred.

5. Defendant has not paid plaintiff the sum of ten thousand dollars (\$10,000.00) or any part thereof.

Wherefore plaintiff demands judgment against defendant for the sum of ten thousand dollars (\$10,000.00), interest, and costs.

**Form 18.**

**Complaint for interpleader and declaratory relief.**

1. (Here set out the grounds upon which the court's jurisdiction depends.)

2. On or about June 1, 1975, plaintiff issued to G. H. a policy of life insurance whereby plaintiff promised to pay to K. L. as beneficiary the sum of ten thousand dollars (\$10,000.00) upon the death of G. H. The policy required the payment by G. H. of a stipulated premium on June 1, 1976, and annually thereafter as a condition precedent to its continuance in force.

3. No part of the premium due June 1, 1976, was ever paid and the policy ceased to have any force or effect on July 1, 1976.

4. Thereafter, on September 1, 1976, G. H. and K. L. died as the result of a collision between a locomotive and the automobile in which G. H. and K. L. were riding.

5. Defendant C. D. is the duly appointed and acting executor of the will of G. H.; defendant E. F. is the duly appointed and acting executor of the will of K. L.; defendant X. Y. claims to have been duly designated as beneficiary of said policy in place of K. L.

6. Each of defendants, C. D., E. F., and X. Y. is claiming that the above-mentioned policy was in full force and effect at the time of the death of G. H.; each of them is claiming to be the only person entitled to receive payment of the amount of the policy and has made demand for payment thereof.

7. By reason of these conflicting claims of the defendants, plaintiff is in great doubt as to which defendant is entitled to be paid the amount of the policy, if it was in force at the death of G. H.

Wherefore plaintiff demands that the court adjudge:

(1) That none of the defendants is entitled to recover from plaintiff the amount of said policy or any part thereof;

(2) That each of the defendants be restrained from instituting any action against plaintiff for the recovery of the amount of said policy or any part thereof;

(3) That, if the court shall determine that said policy was in force at the death of G. H., the defendants be required to interplead and settle between themselves their rights to the money due under said policy, and that plaintiff be discharged from all liability in the premises except to the person whom the court shall adjudge entitled to the amount of said policy; and

(4) That plaintiff recover its costs.

\* \* \* \* \*

Form 22-A.

Summons and complaint against third-party defendant.

State of Wyoming	)		In the District Court
	)	ss	First Judicial District
County of Laramie	)		Civil Action No. _____
A.B.,	)		
Plaintiff,	)		
	)		
v.	)		SUMMONS
	)		
C.D.,	)		
	)		
Defendant and third-party plaintiff)	)		
	)		
v.	)		
E.F.,	)		
	)		
Third-party defendant.	)		



Wherefore C. D. demands judgment against third-party defendant E. F. for all sums that may be adjudged against defendant C. D. in favor of plaintiff A. B.

Signed: \_\_\_\_\_

Attorney for C. D., Third-  
Party Plaintiff

Address: \_\_\_\_\_

(Amended July 13, 1964, effective October 11, 1964.)