

SUPREME COURT OF NOVA SCOTIA

Citation: *Laudahn v Chedabucto Homes Limited*, 2025 NSSC 170

Dates: May 8, 2025

Dockets: Pt.H No. 495007 & Pt.H No. 517851

Registry: Port Hawkesbury

Between:

Docket: Pt.H No: 495007

Martina Laudahn

Plaintiff

-and-

Chedabucto Homes Limited, Michael Peters, Irmgard Peters, Power Strength &
Energy Solutions Ltd. and Roland Bathen

Defendants

And Between:

Docket: Pt.H No: 517851

Chedabucto Homes Limited, Michael Peters and Irmgard Peters

Plaintiffs

-and-

Martina Laudahn and Carina Laudahn

Defendants

DECISION ON COSTS

Judge: The Honourable Justice Patrick Murray

Submissions: October 21, 2024 and January 29, 2025

Decision: May 8, 2025

Counsel: Martina Laudahn, Self Represented, attorney for Carina Laudahn
Matthew Moir, Solicitor for the Defendants in PtH No. 495007 &
for the Plaintiffs in PtH No. 517851
Nicole Power, Solicitor for the Defendants

By the Court:

Introduction

[1] This is a decision on costs, resulting from my decision dated September 4, 2024. As explained in my decision, this is a longstanding matter that has been fraught with strategies that were marked by a series of abusive filings and conduct by the self-represented litigant, Martina Laudahn between 2019-2024.

[2] Ms. Laudahn, the Plaintiff in the main action, refused to recognize the authority of this Court, reserving for herself the mantle as head of the Court of Record, which court she declared to be superior in all aspects to the Nova Scotia Supreme Court, which she declared to be the inferior court.

[3] My decision to dismiss the Plaintiff's action, detailed the numerous filings and detailed the steps taken by Ms. Laudahn. The common theme in these was the Plaintiff's attempts to "foist" liability upon the Defendants by "tacit procurement" (tacit acceptance) of the demands for judgment levied against not only the Defendants but the Court as well. The documents were voluminous.

[4] The Court issued several orders in response to the Plaintiff's conduct, that included an order to prohibit certain filings, cost orders and an order for security for

costs. In my decision, I found that none of these orders deterred or even curbed the activities of the Plaintiff.

[5] In my decision, I concluded that the Plaintiff was “steadfast in her determination to distract the Court and obstruct the litigation.” (Para 233)

[6] None of this detracts from the Court’s overall mandate under *Rule 77.02(1)* to make an order about costs “that will do justice between the parties”.

[7] The Defendants, Chedabucto and Michael and Ingard Peters, seek an order that will provide them with a “substantial indemnity” for the significant costs they incurred in this litigation resulting from the dismissal of both proceedings. (Pt.H No. 495007 and Pt.H No. 517851)

[8] In her lengthy cost submission, Ms. Laudahn submits she is not an OPCA litigant as asserted by the Defendants. She states there would be no costs incurred at all if the Court had “judicially determined the existing default of the parties, an official function the Court is obliged to fulfil” by “the instruction given in August 2019.” This “instruction” was given by the Plaintiff herself. (See Pg. 76 of Plaintiff’s Cost submissions.)

[9] The Plaintiff has maintained that the Defendants defaulted before the action was commenced and this Court needed only to render judgment in this “non dispute”. (Paras. 24, 110, 111 Decision)

Overview – Positions of the Parties in the Main Action

[10] On December 19, 2019, the Plaintiff commenced an action claiming special general and punitive damages (including breach of trust) against Chedabucto and Michael and Irmgard Peters personally. The contract in question involved a sum in excess of 2 million dollars and the heads of damages extended to breach of trust, loss of reputation, defective workmanship, heating deficiencies, repair and remediation costs, and incidental costs due to negligence. A major portion of the claim related to deficiencies to the heating system, a major expenditure.

[11] The Plaintiff says there was no estimate but rather a fixed price for the contract, an agreed price. She states the full cost was contracted in the quote provided by Chedabucto. She denies requesting additional services, stating if she wanted them, she would have requested a quote. She did not demand extras and throughout she made efforts to reduce the over all cost.

[12] Chedabucto said the Plaintiff entered into a verbal contract with them for the construction of a custom home. While the company provided an estimate for the

total cost of the project, it did not commit to a capped price for its work. As the project progressed, the Plaintiff made regular demands for extras which were outside the scope of the work initially estimated. Chedabucto said it kept the Plaintiff informed of the increasing costs, but the Plaintiff refused to review the statements of account and invoices prepared for and provided to her.

[13] In March of 2019, Ms. Laudahn's initial deposit was exhausted and Chedabucto required her to make further payment. Mr. Peters discussed the status of the project with Ms. Laudahn. At that time, Chedabucto was already owed \$30,118.82 for its out-of-pocket expenses alone, and had received no remuneration for its work. Martina largely resisted discussing the financial status of the project, and she refused to make any further payments.

[14] The court issued a decision ("Decision") on September 4, 2024, dealing with both PtH No. 495007 and PtH No. 517851. The Decision was entirely dispositive of both matters. Chedabucto were the wholly successful parties on both motions, except for a reduction in Pre-Judgment interest. The Court held the following:

PtH No. 495007

- Martina Laudahn's statement of claim and defence to counterclaim were struck;
- Martina Laudahn's claim against Chedabucto was dismissed;
- Chedabucto's damages in the counterclaim were assessed at \$183,258.29 including prejudgment interest; and

- Martina Laudahn’s conduct in the proceeding was declared an abuse of process.

PtH No. 517851

- Default judgment was entered against Carina Laudahn;
- Martina Laudahn’s pleadings were struck and summary judgment on the pleadings was entered against Martina Laudahn;
- Martina Laudahn’s conveyances of Lots 17, 18, and 20 were declared void and ordered transferred back to Martina Laudahn; and
- Martina Laudahn’s conduct in the proceeding was declared an abuse of process.

Submissions of Chedabucto and Mr. and Mrs. Peters as Defendants in Case No. 495007, and as Plaintiffs in Case No. 517851 as contained in their brief filed October 21, 2024:

What started as a seemingly typical dispute between a homeowner and contractor quickly devolved into an extremely costly and time-consuming matter for Chedabucto to deal with, almost exclusively due to Martina Laudahn’s “organized pseudolegal commercial argument” (“OPCA”) litigant strategies. Ms. Laudhan submitted innumerable pages of inadmissible materials and repeatedly made OPCA representations to the court, even after she was ordered by Your Lordship to stop.

The matter of PtH No. 495007 was made exceptionally complex by the constant OPCA maneuverings of Ms. Laudahn, which increased Chedabucto’s efforts in response significantly. Chedabucto sought extraordinary remedies, for which their legal team had to carefully prepare. The matter of PtH No. 517851, although not particularly complex, was only filed by Chedabucto due to Ms. Laudahn’s unlawful efforts to prevent Chedabucto in collecting on any judgment in PtH No. 495007 and was thus extremely important to Chedabucto as the ultimately successful party. Otherwise, it would have virtually no ability to collect on its judgment.

The present matter is also one in which this Honourable Court ought to depart from the tariffs and award substantial indemnity. Ms. Laudahn’s conduct in both proceedings served to delay and obstruct the court processes, costing Chedabucto significantly more than it would have spent on legal fees in a more typical dispute. Ms. Laudahn also did not accept a reasonable settlement offer which would have saved Chedabucto tens of thousands of dollars had it been accepted. Chedabucto has incurred some \$60,000.00 in legal costs since the offer was made. The tariffs would not take these and other factors into account, and would not do justice between the parties.

In addition, Chedabucto submitted a formal offer to settle to Martina Laudhan in PtH No. 495007 on December 22, 2022. The offer was to pay her \$10.00 and withdraw our counterclaim to settle her claim against us. The offer would have remained open until the

trial began had the proceeding not been disposed of in the motions leading to your lordship's decision. This offer would have been favourable to Ms. Laudahn as compared with the ultimate result of the Decision and, if accepted, would have prevented the need for Chedabucto to file the action to set aside the conveyances in PtH No. 517851.

Submission of Martina Laudahn as Plaintiff in Case. No 495007

[15] Ms. Laudahn's cost submissions consist of unconventional and odd legal arguments. Despite being 92 pages in length, its densely packed pages mention very little about costs. Instead, it is replete with discussion about names, and the nature and powers of the Court, referring to the "Mercantile Court," and demanding costs from myself as presiding judge or the Court itself. (p. 78)

[16] I have reviewed this document attempting to glean from it, relevant material pertaining to the costs issue before me. Objectively and with respect, while it allegedly deals with costs, it seems intended to circumvent the Court's process.

Governing Principles- Costs *Rule 77*

[17] The following principles may be taken from ***Rule 77*** on Costs.

- (i) Costs are in the general discretion of the presiding judge. (*Rule 77.02(1)*);
- (ii) There is no limit on that discretion except for under Rule 10, a formal offer to settle. (*Rule 77.02(2)*);
- (iii) A judge may order one party to pay the costs of another. (*Rule 77.03(1)*);
- (iv) Most commonly, party-party costs are awarded by which one party compensates another party for "part" of the compensated parties' expenses of litigation. (*Rule 77.01(a)*);
- (v) Costs normally follow the result, meaning the successful party is usually awarded costs. (*Rule 77.03*) For a successful party not to receive costs, there must be a very good reason.

- (vi) The main test is that a judge may grant any Order about costs that will "do justice" between the parties. (*Rule 77.02(1)*);
- (vii) Party-party costs, unless a judge otherwise orders, shall be fixed in accordance with the Tariff of costs and fees, produced at the end of Rule 77. (*Rule 77.06(1)*);
- (viii) A judge may add or subtract to the Tariff amount in fixing costs. (*Rule 77.07(1)*);
- (ix) Some factors which may be relevant to increase or decrease the amount of the Tariff, include the amount claimed in relation to the amount recovered, the conduct of a party affecting the speed or expense of the proceeding, or an improper step taken in a proceeding. (*Rule 77.07(1)*);
- (x) Costs awarded are intended to be substantial but incomplete indemnity for the successful party;
- (xi) The Tariff should not be departed from lightly;
- (xii) *Rule 77* provides that the Tariff shall be based on the "amount involved". In this regard it distinguishes between a monetary claim and non-monetary claim as follows.
- (xiii) A judge may award a lump sum instead of Tariff costs.

The Amount of Costs Claimed by Chedabucto

[18] As the successful litigant, Chedabucto claims the sum of \$102,375.00 having incurred total legal costs of \$150,119.57. In its Cost Brief, it provides a breakdown of this amount. Chedabucto has also provided a full listing of the time and charges for legal fees between January 31, 2020 and September 9, 2024. The spreadsheet of the client ledger, attached to Mr. Moir's affidavit as Exhibit B, lists the date, an explanation of the charge and the fee for the work. A separate column is provided for the security for costs motion, estimated to be \$12,500.00.

The Cost Orders

[19] Three (3) Cost Orders were issued by the Court. These are contained in Mr. Moir's affidavit. The first was issued on March 10th, 2022 following the first case management conference. This Order prohibited further filings by the parties, except with Court approval, excluding any filings that were urgent or essential. It also required the parties to comply with the *Civil Procedure Rules* including, *Rules 23.1 – Motions, Rule 31.15 Delivery of Documents, Rule 31 – Pleadings and Rule 39 – Affidavits*.

[20] The Order further required the parties to refrain from using impermissible content in Affidavits, specifically addressing the type of language and the subject areas prohibited. It restricted the filing of documents that advanced arguments known as “tacit acceptance” and from referring to bodies of law that were not justiciable, including arguments that advanced distinct legal personalities.

[21] The Order was granted on motion of the Defendants Chedabucto Homes Limited, Michael Peters and Ingard Peters. In particular it stated:

3. The parties shall not file documents or make oral representations in this matter which advance arguments:
 - a. that a party is deemed to have admitted a material fact or liability by virtue of having failed to respond to a document delivered by another party, known as “tacit acceptance,” other than as is prescribed pursuant to the *Civil Procedure Rules*;
 - b. that any body of law which is not justiciable by, or does not fall within the jurisdiction of this honourable court governs any of the issues raised in this proceeding;

- c. that an individual party has any legal personality which is distinct from the individual, including any distinction between the individual as a living person and any corporate personality of that individual person, and confine any and all such distinguishment to as between an individual party or combination of individual parties on the one hand, and either of the two corporate parties in this proceeding, which are Chedabucto Homes Limited and Power Strength & Energy Solutions Ltd.
4. This order may be enforced pursuant to the cost's jurisdiction to control vexatious conduct, including under *Rule 77 – Costs*, *88 – Abuse of Process*, and *89 – Contempt*. Violation of this or other court order related to this matter may result in sanctions, including costs being awarded against the offending party, dismissal of a claim and/or defence and/or conviction for contempt of court.

[22] The second Order issued on June 29, 2022, followed the second case management conference held on June 13, 2022. It reads in part:

On the motion of Matthew J.D. Moir, it is ordered that the plaintiff, Martina Laudahn, pay to Chedabucto Homes Limited, Michael Peters and Irmgard Peters costs in the amount of \$5,000.00, as indemnification for losses resulting from the plaintiff's abuse of process in this matter, in accordance with *Civil Procedure Rules 77.02(1)* and *88*, within 60 days of June 28, 2022.

[23] The third Order issued on January 12, 2023 required the Plaintiff to pay the sum of \$50,000.00 into court as security for costs. It awarded the Defendants the sum of \$1,750.00 in costs on that motion heard January 6, 2025.

[24] The Plaintiff has not paid any of these sums, including the security for costs amount (\$50,000) or the earlier cost awards of \$5,000.00 and \$1750.00.

Analysis

[25] Returning to the amount claimed, resulting from the dismissal of these actions, Chedabucto says June 28, 2022 is a pivotal point in the calculation of costs. They submit at that point, they had expended \$60,000.00 in legal fees and had been awarded \$5,000.00 which they say was for the OPCA portion of their overall costs (up to June 28, 2022).

[26] Chedabucto further submits they were awarded \$1,750.00 in costs following the security for costs motion on which they expended \$12,500.00 in legal costs.

[27] Chedabucto argues the present award of costs should compensate it for the non OPCA portion of their overall cost **up to June 28, 2022**, which would be the sum of \$60,000.00 less the \$12,500.00 expended on the security for costs motion. This leaves \$47,500.00 of which they say half, or \$23,750.00 expended for non OPCA legal work is reasonable.

[28] For the work **after June 28, 2022**, Chedabucto charged \$90,000.00 in fees of which they submit was incurred by their clients in this complicated case, expended to reverse Ms. Laudahn's fraudulent conveyances and responding to her persistent and abusive strategies.

[29] In sum, Chedabucto seeks costs on a substantial indemnity basis of \$113,750.00 in legal fees and disbursements (\$90,000.00 plus \$23,750.00) at 75% or \$85,312.50.

[30] In addition, they say this sum (\$85,312.50) should be increased by 20% to account for the formal offer to settle, for an additional sum of \$17,062.50.

[31] The total amount claimed, therefore, is \$102,375.00 of the \$150,000.00.

[32] Chedabucto submits this represents a substantial indemnity (68%) of its total costs spent, stating it is more than half and less than all as set out in the Court of Appeal's decision in *Armoyan*. (*Armoyan v. Armoyan*, 2013 NSCA 136)

[33] In the case before me Chedabucto asks the Court to depart from the Tariff under *Rule 77* and impose a lump sum award, as was done in *Armoyan*.

[34] Chedabucto submits, that as in *Armoyan*, the focus in awarding costs should be on the conduct of Ms. Laudahn and on the formal offer to settle.

[35] *Civil Procedure Rule 77.03(3)* provides that in most circumstances costs of a proceeding follow the result. Chedabucto was completely successful on two motions which were wholly dispositive of both legal proceedings. It therefore submits it is

entitled to its costs and disbursements. Furthermore, they submit that in both proceedings, Martina was denounced by the Court an abusive litigant.

[36] In *Armoyan*, there was an informal offer to settle that if accepted would have saved Ms. Armoyan over \$350,000.00. The Court awarded costs of \$306,000.00.

[37] In addition, Chedabucto submitted a formal offer to settle to Ms Laudahn in Pt.H No. 495007 on December 22, 2022. The offer was for Chedabucto to pay her \$10.00 and withdraw their counterclaim to settle her claim against them. This offer would have been favourable to Martina as compared with the ultimate result. If accepted, Chedabucto says it would have prevented the need for it to file the action to set aside the conveyances in the second action in PtH No. 517851.

[38] In *Armoyan* the Court stated the underlying principle in determining quantum, is that it be a substantial but incomplete indemnity for the successful party's actual legal cost. The starting point in assessing costs is the Tariffs, but if the Tariffs fail to meet this purpose, then lump sum costs would be the alternative.

[39] Fichaud J.A. points out there are times when the circumstances “bear no resemblance to the tariff assumptions”, stating further that a chamber's motion signalling Tariff C costs may assume “a complexity, with a corresponding workload, that is far disproportionate to the court time.”

[40] Justice Fichaud further stated, “there may be a rejected settlement offer, formal or informal, that would have saved everyone significant expense”.

[41] The appropriateness of a lump sum may be assessed by comparing the proposed award under the tariff to the actual legal fees and expenses incurred.

[42] In applying these principles, the Court of Appeal showed significant deference to the decisions in *Williamson v. Williams*, 1998 NSCA 195, (Freeman, J.A.) and *Landymore v. Hardy*, (1992) 112 N.S.R. (2d) 410, (Saunders, J.A.)

[43] These authorities warn against establishing an artificial “amount claimed” and injecting too much subjectivity in applying the tariff. In *Armoyan* the Court said in such cases, “a principled calculation should turn on objective criteria that are accepted under the Rules and case law”.

[44] The Court of Appeal also stated that **Rule 77.07(2)(e)** permits an adjustment based on the “conduct of a party affecting the speed or expense of the proceeding”.

[45] The Court stated, “having bled Ms. Armoyan financially with litigious shenanigans”, he sought to “disregard the resultant costs awards against him.” It also referred to his “outright disobedience of the Florida Cost Orders.”

Tariff C- Chambers Costs

[46] In this case the proposed tariff award for a motion in Chambers under Tariff C, would be a range of \$1000-\$2000 per day for a hearing that lasts more than a half day but less than a day. Where the “application”, in this case a motion, is determinative of the entire matter at issue in the proceeding, the Court may multiply the maximum amounts in the range of costs set out in Tariff C, by 2, 3 or 4 times, depending on several factors.

[47] The factors are: i) the complexity of the matter; ii) the importance of the matter to the parties, and iii) the amount of effort involved in preparing and conducting the application.

[48] If the maximum amount of \$2000 a day were multiplied by the maximum amount of 4 then the motion costs would be \$8000.00. The Defendants say it should be doubled because there were two motions. There is also the consideration that each motion may not have taken more than a half day but less than a day.

[49] Two motions would add to the complexity and importance of the proceedings, in which case the maximum costs under the tariff would be \$16,000.00. The amount of effort is a third consideration under Tariff C and would support such an amount. In this case, the efforts expended far exceed the tariff amount.

Decision

[50] The expressed findings made at the hearing of the motions provide a solid factual foundation for a decision on costs.

[51] In my Decision I found that the conduct of the Plaintiff constituted an abuse of the Court's process. I further found in the alternative, that the Plaintiff's failure to provide security for costs was further reason to dismiss her claim and set aside her pleadings, given her consistent attempts to obstruct the Court's process.

[52] Ms. Laudahn asks the Court for due consideration of her arguments and the authorities she provided. She asks for the Court to demonstrate honour, truth and integrity in deciding this matter. These are the things the Court has requested of her in this case. To use her best efforts to bring the matter to a trial on the merits, by acknowledging the Rules of the Court, and abide by them. She was given multiple opportunities to retain counsel and encouraged to obtain legal advice.

[53] The Defendants have demonstrated their willingness to have the matter decided on its merits. Apart from her words, the Plaintiff's actions have frustrated those efforts.

[54] The Plaintiff was aware or ought to have been aware that there would be consequences for her actions, including a further cost award.

[55] The fact that Ms. Laudahn is self-represented does not mean that she is not responsible for costs. Costs may be awarded against self-represented litigants. (*Kodoglee v. Real Estate Counsel of BC*, 2018 BCSC 149)

[56] The fixing of costs is not a simple mathematical exercise. It requires a consideration of the entire litigation. I must consider the manner in which she conducted the litigation, and the impact of that in the significant time spend by Chedabucto's counsel, in defending and putting forth their own claim. (*Moffitt v. TD Canada Trust*, 2021 ONSC 7182)

[57] It is also relevant that it was Ms. Laudahn who instigated the litigation.

[58] *Civil Procedure Rule 34* deals with a party who is acting on their own. *Rule 34.06* requires a party to make best efforts to understand the *Rules*, and to comply with them. *Rule 34.07* states the prothonotary may provide information to a party acting on their own about the *Rules* and practices of the Court.

[59] In this case Ms. Laudahn received that information and acknowledged same in writing on the Personal Representation Form signed December 19, 2019.

[60] In *Armoyan*, although the Court of Appeal departed from the *Tariff* in awarding a lump sum, it was prepared to consider the factors in *Rule 77.07* that were

relevant to whether tariff costs should be increased or decreased following the trial of an action or the hearing of an application.

[61] I am cognizant that under *Rule 77.08* a judge may award a lump sum “instead of” tariff costs.

[62] In particular, the Court of Appeal considered Rule 77.07(e) – Conduct of a party affecting the speed or expense of the proceeding, as earlier noted. In my view conduct is also relevant in the present case. In addition, Rule 77.07(f) cites as a factor, “a step in a proceeding that is taken improperly, **abusively**, through excessive caution, by neglect or mistake, or **unnecessarily**.” (Emphasis added)

[63] In *Meads v. Meads*, 2012 ABQB 571, it was held that elevated costs is an appropriate response to OPCA concepts, arguments or strategies.

[64] Whether the Plaintiff fits neatly into the category of an OPCA litigant, she has clearly advanced claims that are devoid of merit, and challenged virtually every ruling, with responses that bear the characteristics of OPCA filings, by “wielding tools that they anticipate will disrupt.” (*Meads* at para.598)

[65] And disrupt they did. In *Meads* it was further stated “there can be no confidence that a litigant who say they stand outside the Court’s authority will acknowledge or discharge her or his costs liability”. (*Meads* at para.602)

[66] As further noted in *Meads*, “the Courts have an obligation to help shield those who are targeted” with vexatious litigation. (*Meads* at para. 599)

[67] Returning to the express findings made in my decision:

- i) Viewed in the context of the entire circumstances, I find that Ms. Laudahn’s conduct/actions has brought the administration of justice into disrepute by impairing the adjudicative freedoms of this Court. (para 120)
- ii) Relying on the cases such as *Barthe, Tupper, Ocean* and *Toronto City*, the Court finds that the Plaintiff’s conduct in the litigation has been extraordinary, egregious and highly abusive. (para 151)
- iii) Based on the authority in *Dataville Farms*, and on the governing principles, the Chedabucto Defendants are entitled to the remedy of dismissal, pursuant to *Rule 45*, and as permitted in the Order for Security for Costs. Exercising my discretion, I find it is entirely in the interests of justice to grant the Chedabucto Defendants’ motion. (para 157)
- iv) Having reviewed these documents, I find that neither of the affidavits filed by Carina disclose a basis for a defence or contest. Even if a defence could be gleaned from these documents, it would be clearly unsustainable based on my review of these pleadings. (para 218)
- v) In the alternative, the court is of the view that Martina Laudahn’s pleading purporting to be a Defence and Counterclaim should be set aside as constituting an abuse of process. This doctrine has already been the subject of my decision in the main proceeding. In this proceeding the Plaintiffs have filed Ms. Durnford’s affidavit containing a summary of the OPCA documents filed/delivered by Martina and Carina Laudahn, without including the documents themselves as exhibits. I find this summary fully supports a finding that the defence and counterclaim entitled “Notice of Defence and Counterclaim – Claim for Trespass on the Case” is an extension of Martina Laudahn’s longstanding series of abusive filings. (para 232)
- vi) In the Fraudulent Conveyances Proceeding the Court finds that Carina Laudahn has had proper notice of the action (and the motion) and has not filed a Notice of Defence. Default Judgment, therefore, is entered against the Defendant, Carina Laudahn. (para 241)
- vii) vExercising my discretion, I am satisfied the Court’s process has been abused. (para 121)

- viii) Having considered the entire circumstances, it constitutes abuse for which a severe penalty is warranted. I am satisfied that an Order of dismissal is needed to bring about a proper result, that is to end the abuse which has been constant. (para 152)
- ix) In the alternative, I am further satisfied that the Plaintiff's failure to post security for costs, again viewed in the context of the entire situation, warrants an Order dismissing her claim. She has been aware of this potential remedy since the Motion was filed by Chedabucto on October 11, 2022. (para.156)

[68] Having weighed and considered the entire circumstances, the governing cost principles, *Rule 77*, and the submissions of the parties, I find it appropriate to award lump sum costs in the amount of **\$91,113.75** payable forthwith by Martina Laudahn to the Defendants, Chedabucto and Mr. and Mrs. Peters.

[69] In arriving at my assessment, I have essentially accepted the submission of Chedabucto, with some adjustments. From the \$60,000.00 I have deducted the \$5,000.00 for OPCA work in addition to the \$12,500.00, for the security for costs motion leaving \$42,250.00. Allowing half of \$42,250.00 combined with \$90,000.00 would amount to \$111,250.00. Allowing a substantial indemnity of 70% and an increase of 17% for the formal offer leaves the amount \$91,113.75.

[70] I have also considered various approaches to the Tariffs such as 6.5% of the amount claimed by the Plaintiff under Tariff A; and also using the amount awarded to Chedabucto using Tariff A.

[71] I have concluded that based on the conduct that must be denounced, that elevated costs are warranted in this case. It is clearly the case that Tariff C would not adequately compensate the successful party.

[72] No costs are awarded against Carina Laudahn. I concur that her participation in these proceedings was minimal.

[73] This decision is based on an overall assessment of the circumstances.

Murray, J.