CITATION: *Eid v. Attorney General of Canada*, 2025 ONSC 2555
COURT FILE NO.: CV-24-94738
DATE: 2025/04/28

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:	)	
Roland Eid Plaintiff (Responding Party)	)	Self-represented Plaintiff
– and –	)	
Attorney General of Canada Defendant (Moving Party)	)	Sheldon Leung, for the Defendant
	)	**HEARD:** September 5, 2024 and January 30, 2025 (by videoconference)

REASONS FOR DECISION

CORTHORN J.

Introduction

[1] In 2006-2007, ICI Construction Management contracted with Defence Construction Canada ("DCC") to build two mobile trailer medical clinics ("the mobile clinics"). At the same time, ICI Construction Management negotiated to lease the mobile clinics to the Department of National Defence on a monthly basis.

[2] Once construction of the mobile clinics was completed, they were installed at the National Defence Medical Centre on Alta Vista Drive in Ottawa, Ontario. At no time since the installation of the mobile clinics at that site have they been in ICI Construction Management's possession.

[3] Roland Eid commenced this action in 2024 seeking alternative forms of relief: (a) damages of $450,000, payable to Mr. Eid and his spouse, Marlene Eid; or (b) an order for the return of the mobile clinics to Mr. Eid and his spouse.

[4] The Attorney General of Canada brings a motion for an order (a) striking the statement of claim ("the Pleading"), without leave to amend, and (b) dismissing the action. The Attorney General of Canada relies on the following grounds.

[5] First, the defendant submits that the plaintiff lacks legal capacity to bring the action. ICI Construction Management is the name under which a federally incorporated company—6364144 Canada Inc. ("the numbered company")—carried on business. At the material time, the numbered company owned the medical clinics. The plaintiff does not have a role in the numbered company.

[6] Second, the numbered company declared bankruptcy in 2008; it remains an undischarged bankrupt, with indebtedness to creditors in excess of $10,000,000. As an undischarged bankrupt, the numbered company did not have legal capacity to commence the action in 2024; nor does the numbered company now have the legal capacity to be substituted for Roland Eid as the plaintiff in the action.

[7] Third, the Pleading does not identify, by name, a servant of the Crown whom the plaintiff alleges is responsible for the conduct giving rise to the cause(s) of action. The defendant relies on ss. 3 and 10 of the *Crown Liabilities and Proceedings Act*, R. S. C. 1985, c. C-50. The defendant's position is that the plaintiff's failure to name a servant of the Crown is a fundamental flaw in the Pleading; as a result, the Pleading discloses no reasonable cause of action.

[8] Last, the defendant's position is that the action is statute-barred because of the expiration of the applicable limitation period. Relying on the allegations made in the Pleading, the defendant submits that no later than 2012, the plaintiff knew or ought to have known of the circumstances upon which he relies in support of the claims he is making. The defendant submits that the limitation period expired well before February 2024.

[9] The defendant asks the court to conclude that the deficiencies in the Pleading go to the heart of the claims made, and are not capable of being remedied by amendment. The defendant requests that the Pleading be struck and the action dismissed, with costs to the defendant on the partial indemnity scale.

[10] Before addressing each of the four grounds upon which the defendant relies, I will first review the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, applicable to motions to strike.

Motions Pursuant to Rules 21.01 and 25.11

[11] The defendant relies on rr. 21.01(1), 21.01(3), and 25.11.

a) Rule 21.01(1)

[12] Rule 21.01(1) permits a party to an action to bring a motion for a pre-trial determination of a question of law or for an order striking an opposing party's pleading:

> (1) A party may move before a judge,
>
> (a) for the determination, before trial, of a question of law raised by a pleading in an action where the determination of the question may dispose of all or part of the action, substantially shorten the trial or result in a substantial saving of costs; or
>
> (b) to strike out a pleading on the ground that it discloses no reasonable cause of action or defence,
>
> and the judge may make an order or grant judgment accordingly.

[13] No evidence is admissible on a motion pursuant to r. 21.01(1)(a) unless the presiding judge grants leave or the parties consent to evidence being filed: see r. 21.01(2)(a). No evidence is admissible, at all, on a motion under r. 21.01(1)(b): see r. 21.01(2)(b).

[14] The test on a motion under r. 21.01(1)(b) was established by the Supreme Court of Canada in *Hunt v. Carey Canada Inc.*, [1990] 2 S.C.R. 959. At p. 980, Wilson J. explains the test as follows: "assuming that the facts as stated in the statement of claim can be proved, is it 'plain and obvious' that the plaintiff's statement of claim discloses no reasonable cause of action?" Also at p. 980, Wilson J. defines "plain and obvious" as follows:

> As in England, if there is a chance that the plaintiff might succeed, then the plaintiff should not be "driven from the judgment seat". Neither the length and complexity of the issues, the novelty of the cause of action, nor the potential for the defendant to present a strong defence should prevent the plaintiff from proceeding with his or her case.

[15] The "plain and obvious" test has been considered many times in the three decades since *Hunt* was decided. For example, the Court of Appeal for Ontario considered the test in *Trillium Power Wind Corporation v. Ontario (Natural Resources)*, 2013 ONCA 683, 117 O.R. (3d) 721. At paras. 30-31, the Court lists the following principles to be applied on a motion under r. 21.01(1)(b):

> (a) the material facts pleaded must be deemed to be proven or true, except to the extent that the alleged facts are patently ridiculous or incapable of proof; (b) the claim incorporates by reference any document pleaded and the court is entitled to read and rely on the terms of such documents as if they were fully quoted in the pleadings; (c) novelty of the cause of action is of no concern at this stage of the proceeding; (d) the statement of claim must be read generously to allow for drafting deficiencies; and (e) if the claim has some chance of success, it must be permitted to proceed.1F

[16] In support of the principles outlined in the above-quoted passage, the Court cited Paul M. Perell and John W. Morden, *The Law of Civil Procedure in Ontario*, 1st ed. (Markham: LexisNexis Canada Inc., 2010), at p. 445.

b) Rule 21.01(3)(b)

[17] Rule 21.01(3) provides that a defendant may rely on one or more of four stipulated grounds in support of a motion for an order staying or dismissing an action. The four stipulated grounds include that the plaintiff lacks capacity to pursue the claim. Lack of capacity is defined in r. 21.01.(3)(b) as the plaintiff being "without legal capacity to commence or continue the action or the defendant does not have the legal capacity to be sued." There is no prohibition against evidence in support of or response to a motion pursuant to r. 21.01(3)(b).

c) Rules 21.01(3)(d) and 25.11

[18] The fourth stipulated ground pursuant to r. 21.01(3) is that "the action is frivolous or vexatious or is otherwise an abuse of the process of the court": r. 21.1(3)(d). Similar language is found in Rule 25, which governs the pleadings in an action.

[19] Pursuant to r. 25.11 the court has the discretion to strike out or expunge a pleading on several grounds. Rule 25.11 provides as follows:

> The court may strike out or expunge all or part of a pleading or other document, with or without leave to amend, on the ground that the pleading or other document,
>
> (a) may prejudice or delay the fair trial of the action;
>
> (b) is scandalous, frivolous or vexatious; or
>
> (c) is an abuse of the process of the court.

[20] The defendant before this court relies on rr. 25.11(b) and (c). There is no prohibition against evidence in support of or in response to a motion pursuant to either r. 21.01(3)(d) or rr. 25.11(b) and (c).

Issue No. 1 – Does the Plaintiff lack legal capacity to commence or continue the action?

a) The Pleading

[21] The Pleading consists of 16 numbered paragraphs and a single unnumbered paragraph. In the latter paragraph, the plaintiff sets out the alternative forms of relief he seeks.

[22] At paragraph 10 of the Pleading, the plaintiff summarizes ICI Construction Management's contract with DCC to construct, and agreement with the Department of National Defence to lease, the mobile clinics. At paragraph 11 of the Pleading, the plaintiff addresses ownership and the value of the medical clinics. The plaintiff therein makes the following allegations:

> The trailers in question were fully owned by ICI Construction Management, boasting a valuation of $425,933.22 as of 2007 (please see page 16 and 20 enclosed). Given the upward trend in material and labor costs, it is estimated that the present-day replacement cost for these trailer clinics would approximate $670,000.00.

[23] The plaintiff does not include allegations as to the manner in which ICI Construction Management carried on business (i.e., as the business name under which the numbered company operated). At paragraph 6, the plaintiff does, however, allege that "Marlene Yacoub Eid was the owner of ICI Construction Management."

[24] The Pleading does not include any allegations as to what relationship the plaintiff had, or what role he played in, ICI Construction Management (or, for that matter, in the numbered company).

[25] At paragraphs 13 to 15 of the Pleading, the plaintiff describes the efforts he or his spouse have made, since 2012, to locate the mobile clinics. The allegations in that regard are the only allegations connecting the plaintiff in any way to the mobile clinics.

b) Analysis

[26] On the face of the Pleading, without consideration of any evidence, the Pleading is completely lacking in material facts to support a finding that the plaintiff has the legal capacity to commence or continue the action. The plaintiff cannot expect to obtain relief.

[27] If the finding of lack of capacity, based on the face of the Pleading, is not sufficient then the evidence upon which the defendant relies supports such a finding. The defendant relies on a five-paragraph affidavit from a paralegal employed by the Department of Justice ("the paralegal's affidavit"). In her affidavit, the paralegal sets out the results of two searches she conducted.

[28] First, the paralegal conducted a corporate search for the numbered company. The Federal Corporate Profile for that company is an exhibit to the paralegal's affidavit. Based on that document, dated July 2014, I find that (a) the sole director of the numbered company is the plaintiff's spouse, and (b) the plaintiff is neither an officer nor a director of the numbered company.

[29] Second, the paralegal conducted a search of the records of the Office of the Superintendent in Bankruptcy. The results of that search are an exhibit to the paralegal's affidavit. Those results confirm that the numbered company (a) carried on business under the name ICI Construction Management; and (b) remains an undischarged bankrupt. The numbered company's status as an undischarged bankrupt is addressed under Issue No. 2, below.

[30] The evidence upon which the defendant relies regarding the numbered company is uncontradicted. In response to the motion, the plaintiff filed a document titled "Motion Record of the Plaintiff / Responding Party [/] Factum of the Plaintiff". That document does not include an affidavit. It includes written submissions from the plaintiff, which are unsigned and undated. Neither the written submissions nor the documents attached to them in any way address the plaintiff's interest in or ownership of the mobile clinics.

c) Conclusion

[31] The plaintiff lacks legal capacity to commence or continue the action; the claim has no chance of success. For that reason alone, the defendant is entitled to an order striking the Pleading.

Issue No. 2 – Does the numbered company, carrying on business as ICI Construction Management, lack legal capacity to continue the action?

a) The Pleading

[32] The plaintiff alleges that, in 2007, the mobile clinics "were fully owned by ICI Management". At paragraph 13 of the Pleading, the plaintiff alleges that, "Following a declaration of bankruptcy in January 2008 […] ICI Construction Management experienced the disappearance of the aforementioned two trailers." The plaintiff attaches to the Pleading the first page of a multi-page application for a bankruptcy order. The title of proceeding in that document describes the subject entity as "6364144 Canada Inc. o/a ICI Construction Management".

b) Analysis

[33] The results of the paralegal's search of records held by the Office of the Superintendent of Bankruptcy identify that, as a of July 15, 2024, the numbered company remains an undischarged bankrupt.

[34] I am satisfied that the records obtained by the paralegal from the Office of the Superintendent in Bankruptcy are admissible in evidence, as a "public document", pursuant to s. 25 of the *Evidence Act*, R.S.O. 1990, c. E. 23. The Superintendent of Bankruptcy is required by statute to keep a public record of bankruptcies: *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 ("*BIA*"), s. 11.

[35] As an undischarged bankrupt, the numbered company does not have the capacity to deal with property it owned at the date of bankruptcy: *BIA*, ss. 2 and 71. Not having paid its creditors in full, the numbered company is not entitled to apply for a discharge from bankruptcy: *BIA*, s. 169(4). Only the numbered company's trustee in bankruptcy has the right to commence an action on behalf of the numbered company: *BIA*, s. 30(1)(d).

c) Conclusion

[36] The numbered company does not have the legal capacity to continue the action. The plaintiff's lack of legal capacity to commence or continue the action is not capable of being remedied by substituting the numbered company for the plaintiff.

Issue No. 3 – Is the failure to comply with the CLPA fatal to the plaintiff's claim?

a) The Pleading

[37] At paragraphs 12 to 16 of the Pleading, the plaintiff makes allegations about the location of the mobile clinics from 2007, when they were installed on site at the National Defence Medical Centre, to December 2023. The plaintiff alleges that he and his spouse encountered challenges when attempting to ascertain the location of the mobile clinics; it was not until December 2023, that DCC informed the plaintiff or his spouse that the mobile clinics were relocated or sold to the Montfort Hospital in 2009.

[38] In paragraph 14 of the Pleading, the plaintiff includes the names of two individuals who each have an "@forces.gc.ca" email address:

- The first individual is alleged to be the recipient of a May 2023 inquiry from the plaintiff's spouse as to the location of the mobile clinics; and,

- The second individual is alleged to have responded, in June 2023, to that May 2023 inquiry. The plaintiff alleges that the response was an explicit denial of "the existence of any records pertaining to the [mobile clinics]".

[39] The plaintiff attaches to the Pleading copies of emails related to the May 2023 inquiry and June 2023 response. The Pleading does not include allegations of tortious or other conduct on the part of the two individuals whose names are mentioned in paragraph 14.

[40] The plaintiff's claim against the defendant is set out in paragraph 16 of the Pleading. The plaintiff therein makes the following allegations:

> It is evident that the Department of National Defence (DND) has retained and subsequently disposed of the two units in question in a manner inconsistent with legal protocols. The precise details of the transaction, including the sale amount, remain undisclosed. However, it is imperative to note that any proceeds from this transaction rightfully belong to the Plaintiff and their spouse.

[41] The plaintiff does not identify, by name, any Crown servant for whose conduct, in relation to the retention or disposal of the mobile clinics, he alleges the defendant is vicariously liable.

b) Analysis

[42] Part I of the *CLPA* addresses Crown liability for damages. Pursuant to s. 3, "the Crown is liable for the damages for which, if it were a person, it would be liable [in any province other than Quebec], in respect of (i) a tort committed by a servant of the Crown, or (ii) a breach of duty attaching to the ownership, occupation, possession, or control of property."

[43] The liability of the Crown for the acts of its servants is addressed in s. 10 of the *CLPA*, which stipulates as follows: "No proceedings lie against the Crown by virtue of subparagraph 3(a)(i) or (b)(i) in respect of any act or omission of a servant of the Crown unless the act or omission would, apart from the provisions of this Act, have given rise to a cause of action for liability against that servant or the servant's personal representative or succession."

[44] The lack of identification of a Crown servant, by name, in paragraph 16 of the Pleading, is not fatal to a claim against the Crown. Regardless, the Pleading is deficient because it does not include sufficient material facts to permit the defendant to identify the acts or omissions of a Crown servant or agent upon which the plaintiff relies in support of a cause of action: see *Merchant Law Group v. Canada Revenue Agency*, 2010 FCA 184, 321 D.L.R. (4th) 301, at paras. 36-38, including as cited in *Brazeau v. Canada (Attorney General)*, 2012 FC 648, [2012] F.C.J. No. 1489, at para. 22.

[45] In both *Merchant Law Group* and *Brazeau*, the subject pleading was under scrutiny in relation to the *CLPA* and Rule 174 of the *Federal Court Rules*, SOR/98-106. Pursuant to that rule, a pleading must "contain a concise statement of the material facts on which the party relies". For the purpose of the motion before this court, r. 25.06(1) of the *Rules of Civil Procedure* is the applicable rule (i.e., analogous to Rule 174). Rule 25.06(1) requires that a pleading "contain a concise statement of the material facts on which the party relies for the claim or defence, but not the evidence by which the facts are to be proved."

[46] In *Merchant Law Group*, at paras. 36 to 38, Stratas J.A. reviews the particulars required to identify a Crown servant, alleged to have engaged in misfeasance. It is not sufficient to implicate an entire government department, such as the Department of National Defence, as the plaintiff before this court has done: see *Merchant Law Group*, at para. 36.

[47] At para. 38, Stratas J. A. explains the degree of particularity required:

> In many cases, it may be impossible for a plaintiff to identify by name the particular individual who was responsible. However, in cases such as this, a plaintiff should be able to identify a particular group of individuals who were dealing with the matter, one or more of whom were allegedly responsible. This might involve identifying job positions, an organizational branch, an office, or a building in which those dealing with the matter worked. Often such information is readily available from the oral and written communications and dealings among the parties that gave rise to the claim. In cases such as this, identification at least at this level of particularity, will usually be sufficient.

[48] At para. 38, Stratas J.A. explains the intended purpose of providing sufficient particulars of the identity of the Crown servant: "The purposes of pleadings will be fulfilled: the issues in the action will be defined with reasonable precision, the respondents will have enough information to investigate the matter and the respondents will be able to plead adequately in response within the time limits set out in the Rules."

[49] In the proceeding before this court, the Pleading does not define, with reasonable precision, the issues in the action. The plaintiff does nothing more than identify a government department—the Department of National Defence. In the absence of better particulars, the defendant is unable to investigate the matter and respond to the Pleading.

c) Conclusion

[50] The Pleading is struck on the ground that it lacks sufficient particulars. The Pleading is not capable of being remedied by granting the plaintiff leave to amend by providing particulars regarding the conduct of Crown servants. Those amendments, even if made, do not address the plaintiff's lack of legal capacity to commence or continue the action; the claim would still have no chance of success.

Issue No. 4 – Is the action statute-barred by reason of the expiration of applicable limitation period?

a) The Pleading

[51] The Pleading sets out the following timeline, from the construction of the mobile clinics forward:

2006 to 2007	ICI Construction Management (a) contracts with DCC for the construction of the mobile clinics; and (b) agrees to lease the mobile clinics to the Department of National Defence for a duration of three years, with a provision for negotiations every three years thereafter. The mobile clinics are installed at the National Defence Medical Centre.
January 2008	ICI Construction Management (i.e., the numbered company) declares bankruptcy.
2012	The plaintiff and his spouse begin their efforts, making "persistent attempts", to locate the mobile clinics.
December 2023	A DCC employee informs the plaintiff or his spouse that the mobile clinics were relocated or sold to the Montfort Hospital on the weekend of July 3, 2009.

[52] On the face of the Pleading, the plaintiff was aware, no later than during the calendar year 2012, that the mobile clinics were no longer located at the National Defence Medical Centre. The Pleading was issued in January 2024.

b) Analysis

[53] The defendant asks the court to conclude that, the action is statute-barred and, on that basis, dismiss the action.

[54] The basic limitation period for the commencement of a proceeding in Ontario is "the second anniversary of the day on which the claim is discovered": *Limitations Act, 2002*, S.O. 2002, c. 24, Sch B. ("the *Limitations Act*"). Sections 5(1) and (2) of that statute provide the framework for determining when a claim "is discovered".

[55] Section 5(1) stipulates the following:

> A claim is discovered on the earlier of,
>
> (a) the day on which the person with the claim first knew,
>
> (i) that the injury, loss or damage had occurred,

> (ii) that the injury, loss or damage was caused by or contributed to by an act or omission,
>
> (iii) that the act or omission was that of the person against whom the claim is made, and
>
> (iv) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it; and
>
> (b) the day on which a reasonable person with the abilities and in the circumstances of the person with the claim first ought to have known of the matters referred to in clause (a).

[56] Section 5(2) establishes a rebuttable presumption regarding a person's knowledge of the matters referred to in s. 5(1)(a). A person is presumed to have known of those matters "on the day the act or omission on which the claim is based took place, unless the contrary is proved."

[57] The decision of the Court of Appeal for Ontario in *Longo v. MacLaren Art Centre*, 2014 ONCA 526, 323 O.A.C. 246, sets out principles to be followed when determining whether a limitation period expired prior to the commencement of a proceeding:

- The list of items in s. 5(1)(a) of the *Limitations Act* is conjunctive. As a result, the limitation period does not begin to run against a putative plaintiff until the individual is actually aware of all of those matters (at para. 41).

- When determining whether a plaintiff has acted reasonably, the court must consider both the nature of the claim and the circumstances of the plaintiff (at para. 42).

- For the limitation period to begin to run does not require that the putative plaintiff be certain of a potential defendant's responsibility for an act or omission that caused the loss. "All that is required is that the plaintiff has *prima facie* grounds to infer that the acts or omissions were caused by the identified parties" (at para. 44).

[58] Another factor important to the running of the limitation period is that "neither the extent nor the type of loss need be known[;] the claimant must know that some non-trivial loss has occurred, and that a proceeding would be a legally appropriate means to seek to remedy it": *Gillham v. Lake of the Bays (Township)*, 2018 ONCA 667, 425 D.L.R. (4th) 178, at para. 22, citing *Markel Insurance Company of Canada v. ING Insurance Company of Canada*, 2012, ONCA 218, 109 O.R. (3d) 652, at para. 34.

[59] Based on the Pleading, the critical points in time include the following years:

2008 - Following the numbered company's declaration in bankruptcy, the mobile clinics "disappear" from the National Defence Medical Centre grounds.

2012 - During this calendar year, both the plaintiff and his spouse begin their efforts to determine what happened to the mobile clinics.

2023 - In December, the plaintiff or his spouse learn that the mobile clinics were relocated or sold to the Montfort Hospital in the summer of 2009.

2024 - The action is commenced in February 2024.

[60] On the face of the Pleading, the action was commenced at least eleven calendar years (2013 through 2023) after the plaintiff became aware that the mobile clinics were no longer located at the National Defence Medical Centre. The Pleading offers some explanation as to why the action was not commenced until early 2024. The plaintiff alleges that, between 2012 and the end of 2023, any inquiries he or his spouse made of DCC and of the Department of National Defence "were met with obstruction, with no definite answers provided."

[61] It was not incumbent on the plaintiff to address the issue of discoverability in the Pleading. In *Collins v. Cortez*, 2014 ONCA 685, 39 C.C.L.I. (5th) 1, the Court of Appeal for Ontario highlights that (a) the expiration of a limitation defence is a defence to an action, and (b) where such a defence is pleaded, it is open to a plaintiff to address, in their reply, the issue of discoverability.

[62] The plaintiff before this court is self-represented. If he had the legal capacity to continue the action (which I find he does not), it would be reasonable to allow him to address the issue of discoverability in his reply to a statement of defence in which a limitation defence is raised.

c) Conclusion

[63] The defendant's request for an order dismissing the action on the basis that is statute-barred is dismissed. If the plaintiff was otherwise permitted to continue the action (which he is not), it would be open to the defendant to bring a motion, following the completion of the exchange of pleadings, for an order dismissing the action on the grounds that it is statute-barred.

Disposition

[64] The Pleading is struck in its entirety, without leave to amend, and the action is dismissed.

Costs

[65] As the successful party on the motion and in the action, the defendant is presumptively entitled to its costs. There is nothing in the defendant's conduct, regarding either the motion or the action, that disentitles the defendant from an award of costs in its favour.

[66] In a document delivered in August 2024, prior to the commencement of the hearing of the motion, the defendant identifies costs on a partial indemnity basis in the total amount of approximately $6,500 (fee, disbursements, and applicable HST). That document does not include the costs the defendant incurred regarding the supplementary factum it filed prior to the continuation of the motion in January 2025. The requirement for the defendant to file the supplementary factum was a term of the adjournment of the motion.

[67] The defendant is entitled to its costs of the motion and the action on the partial indemnity scale. If the parties are unable to resolve the quantum of costs to which the defendant is entitled, then written costs submissions shall be made pursuant to the following timetable and requirements:

1. The defendant shall, no later than 4:00 p.m. on the 20th day from the date on which this endorsement is released, deliver a bill of costs and written costs submissions. The latter document shall not exceed five pages, exclusive of any cover or back pages;

2. The plaintiff shall, no later than 4:00 p.m. on the 20th day from the date on which he is served with the defendant's bill of costs and written costs submissions, deliver written costs submissions. The plaintiff's costs submissions shall not exceed five pages, exclusive of any cover or back pages.

3. The defendant shall, no later than 4:00 p.m. on the 10th day from the date on which it is served with the plaintiff's responding costs submissions, deliver reply submissions. The reply submissions shall not exceed three pages, exclusive of any cover or back pages.

4. The parties shall, in their respective written costs submissions, provide hyperlinks for any case or other authorities cited and, if necessary, include as an attachment to the written costs submissions copies of any case or other authorities not available by hyperlinking.

5. For the purpose of sub-paras. 1-3 above, to "deliver" a document means to (a) serve the document on the opposing party, (b) file the document, together with the related affidavit of service, with the court electronically, and (c) upload the document, together with the related affidavit of service, to Case Center.

6. The written submissions shall comply with the requirements of r. 4.01 of the *Rules of Civil Procedure* regarding the format of court documents.

[68] If the parties are able to resolve the issue of costs, then counsel for the defendant shall send an email to the SCJ Assistants generic email account, to my attention, informing the court of the resolution of the costs issue. That email shall be copied to the plaintiff.

[69] If the defendant does not deliver costs submissions by the deadline stipulated in para. 67, item 1, above, then there shall be no costs of the motion or the action.

The Order to be Taken Out

[70] The order which flows from this ruling is straightforward. The defendant may wish to wait until the issue of costs is resolved before having an order issued and entered.

[71] Regardless of when the defendant submits a draft order to be issued and entered (i.e., before or after costs are resolved), the court dispenses with the requirement for the defendant to obtain the plaintiff's approval to the form and content of a draft order.

[72] A draft order, in an editable Word format, shall be filed with the court in the ordinary manner and to my attention. The defendant shall provide the plaintiff with a copy of the draft order and confirm to him when it has been filed with the court.

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Madam Justice Sylvia Corthorn

Released: April 28, 2025

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B E T W E E N:

Roland Eid

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– and –

Attorney General of Canada

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REASONS FOR DECISION

Madam Justice Sylvia Corthorn

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