CITATION: River City Christian Reformed Church v. Singh et al., 2025 ONSC 4237
COURT FILE NO.: CV-21-281
DATE: 2025-07-24

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:	
RIVER CITY CHRISTIAN REFORMED CHURCH Plaintiff	S. J. Erskine, Counsel for the Plaintiff
- and -	
GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP, COLDPOINT HOLDINGS LTD., CHRISTIAN REFORMED CHURCH IN NORTH AMERICA – CANADA CORPORATION and CHRISTIAN REFORMED CHURCH EXTENSION FUND INC.	M. J. Van Zandvoort, Counsel for the Moving Defendants, Graham Singh, and Trinity Centres Foundation J. Madhany, Counsel for the Defendant, Peter Elgersma K. Mooibroek, Counsel for the Defendant, Miller Thomson LLP L. Williams, Counsel for the Moving Defendants, Coldpoint Holdings LLP and Deloitte Restructuring Inc., in its capacity as receiver and manager of Trinity Centres Cambridge G. Ladanyi, Counsel for the Defendant, Christian Reformed Church in North America – Canada Corporation M. Parsons, Counsel for the Defendant, Christian Reformed Church Extension Fund

Defendants) **HEARD:** July 8, 2025

ENDORSEMENT ON MOTION

The Honourable Justice M. Valente

Overview

[1] The Defendants, with the exception of Coldpoint Holdings Ltd (collectively, the "Moving Defendants"), bring this motion for an order requiring the Plaintiff to pay into court within 30 days of the order of this court the sum of $957,965.81 as security for their costs up until the completion of examinations for discovery. The Moving Defendants seek this relief pursuant to Rule 56.01(d) of the *Rules of Civil Procedure*, R.R.O. 1990 Reg. 194.

Background Facts

[2] On January 10, 2003, the Plaintiff was registered as a charity. The Plaintiff operated as an unincorporated religious organization until sometime in 2018 when it was incorporated under the *Canada Not-for-Profit Corporations Act* ("*CNCA*").

[3] While the Plaintiff initially leased space for the formal gatherings of its church congregation, its objective was to find a permanent home for its congregation. In 2017, the Plaintiff learned that a church building at 15 Wellington Street in Cambridge (the "Property") was available for purchase and it made a couple of unsuccessful offers to acquire the Property.

[4] At some point the Plaintiff's pastor contacted the Defendant, Graham Singh ("Singh"), a director of the Defendant, Trinity Centres Foundation ("TCF"), to seek his assistance in purchasing a building for the Plaintiff. In the course of their discussions the Plaintiff's pastor disclosed to Singh the prospect of the Plaintiff acquiring the Property .

[5] In May 2019, TCF entered into an agreement to purchase the Property and proposed to the Plaintiff that it assign its agreement to purchase the Property to the Plaintiff for consideration. TCF's proposal to the Plaintiff was later revised to provide that the Plaintiff and TCF form a new corporation, the Defendant, Trinity Centres Cambridge ("TCC"), to purchase the Property which would lease the Property to the Plaintiff with an option to purchase the Property (collectively, the "Option Agreement"). Pursuant to the Option Agreement, the Plaintiff would pay an amount to exercise its option to purchase the Property. The amount paid by the Plaintiff to exercise the option would fund the purchase of the Property along with a mortgage.

[6] The Plaintiff accepted TCC's revised proposal to acquire the Property.

[7] TCF attributed the concept of the Option Agreement to the Defendant law firm of Miller Thomson LLP ("Miller Thomson") who the Plaintiff asserts acted for each of it, TCC and TCF on the transaction. The position of the Defendant, Miller Thomson, is however that it only ever acted for TCF and TCC.

[8] From 2019 through early 2020, the Plaintiff ran a fundraising campaign to raise money to fund the option to purchase. It ultimately raised $506,200 from its donors which was paid to TCC.

[9] In the meantime, TCC successfully entered into an agreement to purchase the Property for $1,531,000 and completed the purchase transaction in March 2020. The purchase price was funded by a first mortgage advance of $1,384,000 from the Defendant, Coldpoint Holdings Ltd. (“Coldpoint”), and $146,200 from the $506,200 paid by the Plaintiff to acquire the option to purchase the Property.

[10] Otherwise, the balance of the $506,200 paid the fees of Miller Thomson to facilitate the transaction in the amount of $195,583.03 as well as management fees to TFC in the total amount of $151,362.60, and other unidentified payments.

[11] The above noted disbursements caused the Plaintiff to conclude, in part, that it has been misled by the representations of the Moving Defendants to enter into the Option Agreement, and in February 2021, the Plaintiff issued its original statement of claim which was subsequently consolidated with another proceeding.

[12] The Plaintiff seeks relief against the Moving Defendants including: (a) a declaration pursuant to the *CNCA* that the actions of TCC were oppressive and unfairly prejudicial to the interests of the Plaintiff; (b) an order setting aside or annulling the Option Agreement for fraud pursuant to the *CNCA*; (c) an order granting the Plaintiff leave pursuant to the *CNCA* to bring a derivative action on behalf of TCC to disgorge fees paid

by it to TCF and to Miller Thomson; and (d) damages in the amount of $506,200 as a result of the Moving Defendants' fraud, misrepresentation, breach of duty, oppression and unjust enrichment.

[13] After the issuance of its original statement of claim, the Plaintiff brought a motion to appoint a receiver to manage the affairs of the TCC and to stop the alleged further dissipation of its assets pending the outcome of the litigation. This move by the Plaintiff prompted Coldpoint, as TCC's primary lender, to bring a separate receivership proceeding to which the parties consented to the appointment of Deloitte Restructuring Inc. as receiver of TCC's assets of TCC (the "Receiver").

[14] In July 2022, the Receiver sold the Property to a third party purchaser. The Plaintiff did not recover any of the $506,200 paid to TCC from the sale proceeds.

[15] Following the sale of the Property, the Receiver brought a motion to determine the amounts owed by the Plaintiff to it for both pre and post receivership taxes, maintenance, insurance, and other expenses including rent (collectively, the "TMI Expenses").

[16] This court deferred the determination of the TMI Expenses incurred prior to the Receiver's appointment until such time the Plaintiff's outstanding claims are resolved.

[17] On May 12, 2023, however, this court ordered that the Plaintiff pay the Receiver $52,977.84 in TMI Expenses incurred after the Receiver's appointment (the "TMI Order").

On October 25, 2023 this court also ordered that the Plaintiff pay the Receiver's costs of the motion in the amount of $18,000 (the "Costs Order").

[18] The Plaintiff did not have sufficient funds in reserve to pay either the TMI Order or the Costs Orders. It had to raise the required funds from its congregation. Between June 12, 2023 and May 29, 2025, the Plaintiff made seven partial payments ranging from $2,000 to $25,800 until it satisfied both the TMI Order and the Costs Order together with an additional $4,000 in estimated interest on the principal outstanding balances.

Guiding Legal Principals

[19] Rule 56.01(1)(d) reads as follows:

> The court, on motion by the defendant or respondent in a proceeding, may make such order for security for costs as is just where it appears that,
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> …
>
> (d) the plaintiff or applicant is a corporation or a nominal plaintiff or applicant, and there is a good reason to believe that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent.

[20] Rule 56.01 is discretionary. Pursuant to the rule, a judge may make an order "as is just". The court's discretion requires it, however, to take into account a number of factors, including the circumstances of the plaintiff, the impecuniosity of the plaintiff, the merits of the claim, and the possible injustice in denying the plaintiff the opportunity to have the case adjudicated (see: *2311888 Ontario Inc. v. Ross*, 2017 ONSC 1295 CanLII ("*Ross*"), at para. 15).

[21] In *Ross*, and in relying on the decisions of *Coastline Corp. v. Canaccord Capital Corp.*, 2009 CanLII 21758 (ONSC) and *2179548 Ontario Inc. v. 2467925 Ontario Inc.*, [2017] O.J. No. 246, Henderson J. succinctly summarized the current state of the law with respect to security for costs in this way at para. 17:

> In summary, the proper way to analyze a motion for security for costs is as follows:
>
> i. The initial onus is on the defendant to satisfy the court that it appears there is good reason to believe that the matter comes within one of the circumstances enumerated in Rule 56.01. See *Halton v. Canadian Memorial Chiropractic College* (1989), 1989 CanLII 4354 (ONSC), 70 O.R. (2d) 119 at p. 123;
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> ii. Once the first part of the test is satisfied, the onus is on the plaintiff to establish that an order for security for costs would be unjust. See *Chachula* at para. 10, and *Uribe v. Sanchez* (2006), 33 C.P.C. (6th) 94 at para. 4;
>
> iii. The plaintiff can meet the onus by demonstrating that:
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> a. The plaintiff has appropriate or sufficient assets in Ontario or in a reciprocating jurisdiction to satisfy any order of costs made in the litigation;
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> b. The plaintiff is impecunious and the plaintiff's claim is not plainly devoid of merit (see *Pitkeathly v. 1059288 Ontario Inc.*, [2004] O.J. No. 4125 at para. 10); or
>
> c. If the plaintiff cannot establish that it is impecunious, but the plaintiff does not have sufficient assets to meet a costs order, the plaintiff must satisfy the court that the plaintiff's claim has a good chance of success on the merits. See *Bruno Appliance and Furniture Inc. v. Cassels Brock & Blackwell LLP*, [2012] O.J. No. 3620 ("*Bruno*") at paras. 41-46.

[22] A plaintiff may resist an order for security for costs by demonstrating that they are impecunious, and their claim is not "plainly devoid of merit". The plainly devoid of merit

standard has been described as a “very low evidentiary threshold” (see: *DiFilippo v. DiFilippo*, 2013 ONSC 5460 (CanLII)) (“*DiFilippo*”), at para. 28.

[23] The onus is, however, on the plaintiff to establish on the balance of probabilities that they are genuinely impecunious with full and frank disclosure of their financial circumstances (see: *DiFilippo*, at para. 28). The authorities suggest that the plaintiff will satisfy their burden only when they have provided evidence of their financial circumstances with “robust particularity” (see: *Ross*, at para. 18). In other words, the evidentiary threshold for impecuniosity is high; bald statements unsupported by detail are not sufficient. There must be no unanswered questions (see: *Ross*, at para. 19).

[24] The authorities also provide that the high threshold to establish impecuniosity can only be attained by the plaintiff’s complete and accurate disclosure of their income, assets, expenses, liabilities and borrowing ability with supporting documentation (see: *Ross*, at para. 19). In *Shuter v. Toronto Dominican Bank*, [2007] O.J. No. 3435 (SCJ – Master), the court suggested that full disclosure includes at least the plaintiff’s most recent tax return, banking records and other records attesting to their income and assets (at para. 76). However, as Master Dash points out in *DiFilippo*, at para. 29, while these records may be the norm, each case is to be decided on its own facts and “a court could still determine on a balance of probabilities that the plaintiff is impecunious without such documents if there has otherwise been full and frank disclosure of income and assets that is credible and there is no evidence to the contrary”.

[25] As a general rule, in order to establish impecuniosity, a plaintiff must also adduce evidence that it cannot raise security or that security is not available to it (see: *North Chinese Community of Canada v. 1673520 Ontario Inc.*, 2010 ONSC (CanLII) ("*North Chinese Community*"), at para. 18). A corporate plaintiff that claims impecuniosity must demonstrate that it cannot raise security from its shareholders and associates (see: *Ross*, at para. 20).

[26] On a final note, by allowing impecuniosity to be defence to a motion for security for costs, the court recognizes the fundamental principle of fairness such that justice demands that a plaintiff should not be deprived of their ability to pursue a meritorious claim because of their poverty. An injustice would be even more manifest if the plaintiff's impoverishment was caused by the acts of the defendant of which the plaintiff seeks recourse in the proceeding (see: *DiFilippo*, at para. 30).

[27] In so far as the merits of the plaintiff's claim are concerned, on a security for costs motion the court is not required to embark on the same sort of analysis as on a motion for summary judgment. The analysis is done primarily on the pleadings with recourse to evidence filed on the motion, and in appropriate cases, to selective references to excerpts of the examination of discovery transcript if available (see: *Bruno*, at para. 37). If the case is complex or turns on credibility, it is generally not appropriate to make an assessment of the merits at an interlocutory stage. An assessment of the merits should be decisive only where the merits may be properly assessed on an interlocutory application (see: *Wall v. Horn Abbott Ltd.*, 1999 CanLII 7240 (NSCA)).

Position of the Parties

[28] The Moving Defendants submit that they have met their onus of satisfying the court that this is a matter that appears to come within the circumstances of Rule 56.01(1)(d). The Plaintiff is incorporated under the *CNCA* and there is good reason to believe that the Plaintiff has insufficient assets in Ontario to pay the Moving Defendants' costs. Specifically with respect to the Plaintiff's ability to pay the Moving Defendants' costs, the evidence is that the Plaintiff relies on the donations of its congregation to fund the costs of the litigation and there is "no prospect" that it will be able to raise funds to pay a security for costs award.

[29] While the Moving Defendants submit that they have satisfied their onus at the first stage of the security for costs enquiry, they argue that the Plaintiff has not met its burden of meeting the requirements of the second stage of the inquiry, and therefore, the court ought to exercise its discretion in favour of an award for security for costs. The Moving Defendants' position is that not only has the Plaintiff failed to establish its impecuniosity, but it has not satisfied the court that its claim has a good chance of success on its merits.

[30] The Moving Defendants argue that with only the production of its T3010 Registered Charities Information Returns (the "T3010 Returns") for the years ending June 30, 2020 to June 30, 2024, the Plaintiff has failed to provide the robust financial disclosure of its current financial circumstances as it is obliged to do. Furthermore, the Plaintiff has

failed to proffer any evidence as to whether it can obtain more funds or borrow funds from any source to pay the Moving Defendants' costs. In these circumstances, the Moving Defendants submit that based on the hearsay evidence of the Plaintiff's board of directors' chair, James Carroll ('Carroll"), it cannot meet its high threshold of demonstrating that its claim has a good chance of succeeding. In particular, the Moving Defendants rely on this court's decision in *Bruno* in which the court held that where there are credibility issues, disputed factual issues and complex legal issues, as is in this case, the plaintiff will not be able to establish that their claim has a good chance of success (at paras. 66-68).

[31] For its part, the Plaintiff concedes that Rule 56.01(1) (d) is triggered because it is a not-for-profit corporation, and it has insufficient assets in Ontario to pay the Moving Defendants' costs. The Plaintiff also concedes that it has the burden of convincing the court to exercise its discretion in its favour by demonstrating in part that on the balance of probabilities it is impecunious and that its claim is not plainly devoid of merit, or alternatively, in the event that it cannot establish impecuniosity that its claim has a good chance of success on the merits.

[32] The Plaintiff's position is that with the financial disclosure it has made and the evidence of its board chair,Carroll, it has established its impecuniosity. The Plaintiff further submits that it has also met the low evidentiary threshold that its claim is not plainly devoid of merit, or in other words, not certain to fail (see: *DiFilippo*, at para. 39).

Analysis

[33] The Plaintiff has not produced its banking records, internally prepared financial statements, or any other records to establish impecuniosity other than its T3010 Returns for the years ending June 30, 2020 to June 30, 2024. As mandated by Canada Revenue Agency ("CRA") these returns provide detailed information with respect to the not-for-profit corporation's annual financial status reported on an accrual basis. In accordance with the CRA prescribed T3010 Registered Charities Information Return, the not-for-profit charity must disclose all types of assets and liabilities: cash, bank accounts, accounts receivable, lands and buildings, accounts payable, accrued liabilities, and deferred revenue, to name but a few. In addition, a multitude of revenue sources and expenditures are to be reported including, but not limited to, gifts of any nature, revenue from all levels of government, investment income, travel and vehicle expenses, advertising, promotion, and staff compensation.

[34] To my mind with the production of its T3010 Returns, the Plaintiff has made full financial disclosure; it has left no rock unturned.

[35] As of June 30, 2020, when the Plaintiff had a congregation of approximately 500 people and 75 families who regularly donated funds, the Plaintiff had a revenue surplus of $250,871. This surplus steadily declined, however, over the next four years. By June 30, 2024, the surplus was reduced to a deficit of $3,807. While the June 30, 2025 T3010 return has not been produced as it had yet to be filed with CRA as at the hearing date, Carroll's evidence is that the Plaintiff is currently operating at a deficit of $5,000 and has not been able to raise sufficient funds to cover its operating costs.

[36] I accept Carroll's evidence respecting the Plaintiff's revenue deficit position given the four year downward trend confirmed in the T3010 Returns and his unchallenged evidence that the Plaintiff's congregation is now less than half the size that it was in 2019/2020, that its only revenue source is charitable donations from the limited pool of stakeholders who attend the church, and that today's increased cost of living all make it increasingly difficult for the Plaintiff to raise funds from donors.

[37] I also note that other than cash in the bank, the Plaintiff has minimal short-term investments. In sum, as of June 30, 2024, the Plaintiff had relatively minimal assets of $44,222. In the Plaintiff's current circumstances, I have no reason to conclude that its balance sheet position will improve significantly, or at all, in the near future.

[38] It is also Carroll's evidence that it took nearly one year to raise the $506,200 from its stakeholders to acquire what was to be a permanent home for the Plaintiff. His evidence is that the Plaintiff's credibility has been damaged by the fact that while the $506,200 was raised from its congregation for purposes of acquiring a tangible asset, it has not done so, and there is no easy was to explain why the original capital fund has not been used for its intended purpose. The Plaintiff's loss of credibility, the litigation delay of some three and a half years to recover its donors' money, the diminished size of its community and the prevailing economic climate have all had a direct negative impact on the Plaintiff's ability to raise funds. In short, it is Carroll's evidence that the Plaintiff's supporters are less willing to donate money to pursue the return of the original $506,200

and there is no prospect that the Plaintiff will be able to raise funds to pay a security for costs award.

[39] The Moving Defendants submit, however, that the Plaintiff's evidence of financial difficulty does not necessarily equate with impecuniosity (see: *Crudo Creative Inc. v. Marin*, 2007 CanLII 60834 (Ont. Div. Ct.), at paras. 31-32). The Moving Defendants submit that the Plaintiff has not demonstrated impecuniosity because there is no evidence to support Carroll's assertion that the Plaintiff cannot fundraise to pay an order for security for costs, no concrete evidence of declining donations over the years and no evidence of efforts made to borrow funds or raise funds from its congregation.

[40] I find that the T3010 Returns speak for themselves. They establish the Plaintiff's reduced donations from 2020 to 2024 and there is no basis to suggest donations have recently and miraculously increased. Indeed, the evidence is to the contrary. I also find that it is unnecessary for the Plaintiff to proffer evidence of its efforts to borrow money. In its current financial situation, no reasonably prudent institutional or private lender would loan to the Plaintiff the near $1 million sought by the Moving Defendants. I am also satisfied that the Plaintiff has satisfied any onus to raise funds from its donors. As in *Hastings Park Conservatory v. Vancouver (City)*, [2007] B.C.J. No. 202 (B.C.C.A.), the Plaintiff has adduced evidence that it has very limited ability to raise money since it has already exhausted its supporters' sources of funding in having raised the initial $506,200 and the required money to satisfy both the TMI Order and the Costs Order.

[41] In reaching the conclusion that the Plaintiff is impecunious, I am also guided by the decision of Farley J. in *Better Business Bureau of Metropolitan Toronto Inc. v. Tuz*, (1999), 28 C.P.C. (4th) 334 (Ont. Ct. G.D.) ("*Tuz*"). In *Tuz*, Farley J. found that it was unnecessary for the plaintiff to raise monies from its membership because the membership had no "for profit incentive", were numerous, and the membership was "not easy to deal with as to any such appeal on an equal burden basis" (at para. 10). Unlike in *North Chinese Community of Canada v. 1673520 Ontario Inc.*, 2010 ONSC 527 (CanLII), I find the considerations enumerated by Farley J. are equally applicable to the matter before me.

[42] Furthermore, in *Tuz,* Farley J. was influenced by the moving defendant having received a payment of $1 million from the plaintiff which had the effect of reducing the plaintiff's surplus to zero. I am equally influenced in this case that the Moving Defendants' actions may well have significantly contributed to the Plaintiff's impecuniosity.

[43] Having found that on the balance of probabilities the Plaintiff is impecunious, the next issue to be addressed is whether the Plaintiff has satisfied the low evidentiary threshold that its claim is not plainly devoid of merit. I find that it has met its burden for the follow reasons:

- The Plaintiff alleges that Miller Thomson acted as its counsel in furtherance of the Option Agreement and that Miller Thomson did not properly advise it, preferring the interests of TCF over those of the Plaintiff.

While the Miller Thomson admits it acted for TCC and one of its members, TCF, but not the Plaintiff, as the only other member, there is correspondence in the record to support the Plaintiff's position that Miller Thomson acted for it (for example, correspondence from Miller Thomson to the Plaintiff requesting that it sign the lease and option agreement; correspondence from Singh to the Plaintiff in which he refers to Miller Thomson as "our lawyers"). Further, a solicitor client relationship and duty of care to a client or a person in near proximity may arise by way or actual or implied contract, the tort of negligence or by virtue of the fiduciary relationship between them (see: *Leffler v. Aaron Behiel Legal Profession Corporation*, 2022 SKQB 158, at para. 62; *Wyn v. Vanden Broek*, 2011 ONSC 4730, at para. 39). Otherwise, the defendant law firm concedes that it drafted all the of agreements relative to the Option Agreement and that it took instructions from TCF without regard for the interest of the Plaintiff or advising the Plaintiff to seek independent legal advice.

- With respect to the Plaintiff's claims against Singh and the Moving Defendants, Peter Elgersma ("Elgersma"), TCF, Christian Reformed Church Extension Fund Inc., and Christian Reformed Church in North America, the Plaintiff has plead these Defendants' representations and that it relied on them in agreeing to the terms of the restructured transaction which required a payment of $506,200 of its donors' funds to

acquire the option to purchase. Some of these representations are in writing; others were made orally. The success of the Plaintiff's claims against the Moving Defendants turns on matters of credibility that cannot be assessed at this stage of the proceeding when there has not been any discovery of any nature. But clearly the Plaintiff's claims cannot be found to be plainly devoid of merit.

- There is also the issue of the payment of the management fees to TCF. The Plaintiff's claim is that both Singh and Elgersma acted in breach of their duties as directors and that Singh acted in a conflict of interest in approving the payment of management fees by the Plaintiff to TCF. Singh and Elgersma concede in their pleadings that they voted to approve the management fee payments and do not deny that they did so at a meeting of the TCC board of directors that was not attended by the Plaintiff's board representative who had no knowledge that the TCF management fees were sought to be approved. The Plaintiff's claims of oppression against Singh and Rev. Elgersma are also not plainly devoid of merit.

[44] In reaching my finding that the Plaintiff's claims are not plainly devoid of merit, I have not addressed the Moving Defendants' position on the matter because I do not have the benefit of any submissions from them on this issue.

[45] Finally, it does not escape me that the Receiver's claim for TMI Expenses incurred prior to the receivership remains outstanding as against the Plaintiff. The Receiver's claim for pre-receivership TMI Expenses is founded on the same option agreement that the Plaintiff seeks to set aside in this proceeding. In my view it would be manifestly unfair that the Plaintiff might face the Receiver's claim for TMI Expenses under the option agreement but at the same time be deprived of its claim to set aside the agreement were it unable to satisfy an award for security for costs. In all the circumstance, this factor militates against ordering the Plaintiff to post security for costs.

[46] Counsel for Miller Thomson submits that should the Plaintiff not be in a position to satisfy any security for costs award that this court should make, the Receiver will abandon its claim for pre-receivership TMI Expenses. While that may indeed by the Receiver's intention, no where in the Receiver's many reports to the court does it confirm that it will proceed as counsel for Miller Thomson suggests. Accordingly, the submission does not move me.

Conclusion

[47] For these reasons, the Moving Defendants' motion that the Plaintiff be ordered to post security for costs is dismissed.

Costs

[48] I urge the parties to agree on the issue of costs. In the unfortunate event, however, that they are unable to do so, I will consider cost submissions on the following basis:

- Within fourteen days of the release of this Endorsement, the party(ies) seeking costs will deliver their written submissions.
- Within twenty-one days of the release of this Endorsement, the responding party(ies) will deliver their written submissions.
- There will be no right of reply.
- All submission are not to exceed three pages, double-spaced, and shall not include footnotes.
- If submissions are not received within the above timelines, the parties will be deemed to have resolved the issue of costs and costs will not be determined by me.

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Justice M. Valente

Released: July 24, 2025

CITATION: River City Christian Reformed Church v. Singh et al., 2025 ONSC 4237
COURT FILE NO.: CV-21-281
DATE: 2025-07-24

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and –

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP, COLDPOINT HOLDINGS LTD., CHRISTIAN REFORMED CHURCH IN NORTH AMERICA – CANADA CORPORATION and CHRISTIAN REFORMED CHURCH EXTENSION FUND INC.

Defendants

ENDORSEMENT ON MOTION

Justice Valente

Released: July 24, 2025