

**CITATION:** Niagara Falls Canada Hotel Association Inc v.  
The Corporation of the City of Niagara Falls, 2025 ONSC 5228  
**COURT FILE NO.:** CV-25-00015296  
**DATE:** 2025/09/12

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** Niagara Falls Canada Hotel Association Inc, Applicant,

**AND:**

The Corporation of the City of Niagara Falls, Respondent,

**BEFORE:** Justice M.D. McArthur

**COUNSEL:** J. Diacur, Counsel for the Applicant

W.T Barlow, KC and M. Memmel, Counsel for the Respondents

**HEARD:** April 3, 2025

**ENDORSEMENT**

[1] For purpose of these reasons and to avoid confusion between the parties' names will be referred to as follows: the applicant as "the Hotel Association" and the respondent as "the City".

[2] The Hotel Association brings an application to quash By-law Number 2025-008 passed on January 14, 2025, styled as a "A by-law to establish a Municipal Accommodation Tax and repeal By-laws Number 2018-104 and 2021-58" on the basis of illegality pursuant to the provisions of Section 273(1) and 414(1) of the *Municipal Act*, 2021, S.O. c. 25

**Background**

[3] In May 2017, the Ontario legislature amended the *Municipal Act* which granted municipalities generally throughout Ontario the power and authority to levy a transient accommodation tax ("TAT"), otherwise known as a municipal accommodation tax ("MAT"), chargeable as a direct fee to the consumer.

[4] Under Regulation 435/17, a municipality could adopt this tax and was required, among other things, to provide a minimum amount of funds raised to one or more “eligible tourist entities” defined as “a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a Municipality” for that exclusive purpose.

[5] The City established the MAT in 2018 through By-Law 2018-104 which was subsequently amended in 2021 through By-Law 2021-58 to extend the application of this tax to vacation rentals and bed and breakfast operations.

[6] The Hotel Association was incorporated in 2018 to be an “eligible tourism entity” for the purposes of the Regulation mentioned earlier with a view to administer the MAT for the City.

[7] In 2019, the Hotel Association and the City entered into an agreement for with respect to the MAT. That agreement established the MAT at \$2.00 per night and that the City would collect the funds and forward them to the Hotel Association, less a 5% fee, required the Hotel Association to use the funds to promote Niagara Falls as a tourist destination with the Hotel Association to act reasonably and rely on its own expertise and the expertise of any consultants. The agreement also provided that all disagreements among the parties must be adjudicated through arbitration.

[8] The City passed By-Law 2025-009 on January 10, 2025 and repealed the earlier By-Laws.

### **The Issues**

[9] The issues raised on this application are whether By-Law No. 2025-009 is void and illegal pursuant to the provisions of the *Municipal Act*, specifically on the basis that;

- a. the City had no jurisdiction and the By-Law was void on its face since the TAT payments under the earlier by-law(s) are a debt under s. 414(1)(a) of the *Municipal Act* for which the City shall not repeal by by-law until the debt is paid; and/or
- b. the City’s bad-faith efforts were for an illegal purpose to legislate itself or otherwise avoid or vitiate its contractual obligations and deprives the Hotel Association of its vested rights.

### **Positions of the Parties**

### ***The Applicant***

[10] The applicant submits the City abrogated a valid and subsisting contract that created a debt in favour of Hotel Association under the two earlier By-Laws. The Hotel Association submits that the subject 2025 By-law illegally purports not just to deprive the Hotel Association of this vested contractual right, but also deprives the Hotel Association of such as the ability to approve increases in the tax. The applicant further submits that when a consensus was not reached during negotiations with the City as to amendments to the contract, the City decided to try to annul the contract and acted in bad faith in passing the subject 2025 By-law. The applicant submits that the new By-law is void and illegal and should be quashed pursuant to the provisions under the *Municipal Act*.

### ***The Respondent***

[11] The respondent submits this is a matter of private arbitration under the agreement with the Hotel Association and not a case of public adjudication. In addition, the respondent submits that given the absence of evidence of a debt, wrongdoing or bad faith on the part of the City, the court should decline to interfere with the policy decisions of the democratically elected municipal council.

[12] The respondent also submits that no debt exists under the *Municipal Act* to engage the prohibitions in s. 414(1) of the *Act*, the City has never contracted a debt with the Hotel Association through a By-law and, and no debt is owed pursuant to any private contract between the parties. The respondent also submits that the applicant has not adduced, nor is there, evidence warranting the quashing of the subject By-Law on the basis of illegality since the 2025 By-Law was not passed in excess of its powers nor in bad faith.

## **Additional Background, Legislative Provisions and Factual Context**

### ***Legislative Changes***

[13] The Ontario government made significant changes to its approach and support of tourism in Ontario with the establishment of RTO's, geographical Regional Tourism Organizations, throughout the province to address tourism in those regions.

[14] As part of the changes, in 2017, the Ontario legislature amended the *Municipal Act* to permit municipalities to impose a Transient Accommodation Tax (TAT *aka* MAT), a chargeable direct user fee at the time a customer purchases a transient accommodation. The Act also authorized a municipality to enter into agreements with third parties that provide for, among other things, the administration of a By-law imposing a TAT. The relevant *Municipal Act* provisions for this application are as follows:

**S. 400.1** (1) A local municipality may, by by-law, impose a tax in respect of the purchase of transient accommodation in the municipality in accordance with this Part if the tax is a direct tax.

**Requirements for by-law**

(2) A by-law described in subsection (1) must satisfy the following criteria:

1. It must state the subject of the tax to be imposed.
2. It must state the tax rate or the amount of tax payable.
3. It must state the manner in which the tax is to be collected, including the designation of any persons or entities who are authorized to collect the tax as agents for the municipality and any collection obligations of persons or entities who are required to collect the tax under subsection (4).

**Other contents of by-law**

(3) A by-law described in subsection (1) may provide for,

- (a) exemptions from the tax;
- (b) rebates of tax;
- (c) penalties for failing to comply with the by-law;
- (d) interest on outstanding taxes or penalties;
- (e) the assessment of outstanding tax, penalties or interest;
- (f) audit and inspection powers;
- (g) the establishment and use of dispute resolution mechanisms;
- (h) the establishment and use of such enforcement measures as the council of the municipality considers appropriate if an amount assessed for outstanding

tax, penalties or interest remains unpaid after it is due, including measures such as garnishment, the seizure and sale of property and the creation and registration of liens;

(i) such other matters as the council of the municipality considers appropriate.

### **By-law may require persons or entities to collect tax**

(4) Subject to subsection (5), a by-law described in subsection (1) may require certain persons or entities to collect the tax as agents for the municipality.

**400.5** A municipality may enter into agreements with another person or entity, including the Crown, providing for the collection of taxes imposed under [section 400.1](#) and the administration and enforcement of the by-law imposing the taxes and the agreement may authorize the person or entity to collect taxes and administer and enforce the by-law on the municipality's behalf.

### **Regulations re power to impose taxes**

**400.6** On the recommendation of the Minister of Finance, the Lieutenant Governor in Council may make regulations providing for any matters which, in the opinion of the Lieutenant Governor in Council, are necessary or desirable for the purposes of this Part, including,

- (a) prescribing conditions and limits with respect to the imposition of a tax under a by-law made under [subsection 400.1 \(1\)](#);
- (b) governing the collection of a tax imposed under this Part;
- (c) prescribing, for the purposes of [paragraph 6](#) of [section 400.2](#), persons and entities who are not subject to a tax imposed under [section 400.1](#);
- (d) defining any word or expression used in this Part;
- (e) governing the sharing of revenue from a tax on transient accommodation between the municipality that imposes the tax and one or more non-profit entities for the exclusive purpose of the non-profit entity in promoting tourism in Ontario or in the municipality.

## **PART XIII DEBT AND INVESTMENT**

## Debt

**401** (1) Subject to this or any other Act, a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt. 2001, c. 25, s. 401 (1).

## Municipal purposes

(2) The municipal purposes referred to in subsection (1) include,

- (a) in the case of an upper-tier municipality, the purposes or joint purposes of one or more of its lower-tier municipalities;
- (b) the purposes of a school board if the school board exercises jurisdiction in all or part of the municipality and requires permanent improvements as defined in [subsection 1 \(1\)](#) of the *Education Act*;
- (c) the purposes of one or more other municipalities if any Act authorizes or requires the municipalities to provide money for any purpose jointly. 2001, c. 25, s. 401 (2).

(3) A lower-tier municipality in a regional municipality does not have the power to issue debentures. 2001, c. 25, s. 401 (3).

(3.1) All debentures issued under a by-law passed by a regional municipality for its own purposes are direct, joint and several obligations of the regional municipality and its lower-tier municipalities. [2006, c. 32](#), Sched. A, s. 172.

## Regulations

(4) The Lieutenant Governor in Council may make regulations prescribing debt and financial obligation limits for municipalities, including,

- (a) defining the types of debt, financial obligation or liability to which the limit applies and prescribing the matters to be taken into account in calculating the limit;
- (b) prescribing the amount to which the debts, financial obligations and liabilities under clause (a) shall be limited;
- (c) requiring a municipality to apply for the approval of the Ontario Land Tribunal for each specific work or class of work, the amount of debt, financial obligation or liability for which, when added to the total amount of any outstanding debt, financial obligation or liability under clause (a), causes the limit under clause (b) to be exceeded;
- (d) prescribing rules, procedures and fees for the determination of the debt, financial obligation and liability limit of a municipality;

- (e) establishing conditions that must be met by any municipality before undertaking a debt, financial obligation or liability;
- (f) prescribing and defining financial instruments and agreements, other than debentures, that municipalities may issue or enter for or in relation to debt;
- (g) deeming prescribed financial instruments and agreements to be debentures for the purposes of specified provisions of this Part;
- (h) prescribing rules and procedures applying to prescribed financial instruments and agreements. 2001, c. 25, s. 401 (4);

**414** (1) Subject to this Act, after a debt has been contracted under a by-law, the municipality shall not, until the debt and interest have been paid,

- (a) repeal the by-law or any by-law appropriating money from any source for the payment of the debt or the interest including the surplus income from any work financed by the debt; or
- (b) alter any by-law referred to in clause (a) so as to diminish the amount to be raised annually. 2001, c. 25, s. 414 (1).

**Repeal where only part of amount raised**

(2) If a debenture by-law authorizes a municipality to raise an amount but the amount realized from the sale or loan of the debentures is less than the amount authorized, the municipality may repeal the debenture by-law with respect to the unused debentures and with respect to any amount that would have been required to be raised annually to repay the unused debentures. 2001, c. 25, s. 414 (2).

[15] *Regulation 435/17* applies where a municipality imposes a TAT. This Regulation defines “eligible tourism entity” to mean a non-profit entity whose mandate includes the promotion of tourism which includes the development of tourism products in Ontario or in a municipality.

[16] Section 6 (1) of this Regulation also requires that municipality and each eligible tourism entity that receives an amount under section 4 or 5 shall enter into an agreement respecting reasonable financial accountability matters in order to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism, and the agreement may provide for other matters. Section 6 (2) stipulates that a requirement that an amount paid by a municipality under subsection 4 (2) or 5 (2) be used in a particular manner in promoting tourism is not a reasonable financial accountability matter for the purpose of subsection (1) of this section.

[17] This court also observes that Sections 4 and 5 of this Regulation are, in accordance with s. 400.6(e) of the *Act*, concerned with the sharing of the revenue collected between the municipality and each eligible tourism entity. There is otherwise a notable absence of reference to debt or debts in relation to the sharing of this revenue in the legislation or regulation.

### ***The 2019 Agreement***

[18] The City passed By-Law 2018-104 in 2018 and established a TAT.

[19] The Hotel Association was created in April 2018 and became an eligible tourism entity with a mandate that included the promotion of tourism in Niagara Falls. Until matters recent to this application, the Hotel Association, did not have any employees but for Mr. Birrell. The Hotel Association members are motel and hotel operators in Niagara Falls.

[20] On January 1, 2019, the City and the Hotel Association entered into an agreement as to the TAT. This initial agreement provided, amongst other things, for the following:

- a. The City had implemented a TAT calculated at the rate of \$2.00 per night;
- b. The TAT funds will be collected by the City and forwarded to the Hotel Association, less a 5% fee retained by the City;
- c. The funds received by the Hotel Association were to promote the City as a tourist destination;
- d. The hotel association was to provide audited financial statements to the City;
- e. Pursuant to Article 3, with various provisions as to written notice requirements, either party could provide one year's notice of termination of the agreement, however, there was no entitlement to give notice of termination within five years of the date of the agreement.
- f. The termination provisions were subject to a dispute resolution process provided in Article 4 and in the event that process was not resolved within two years of the date specified in the written notice, the Agreement was deemed to be terminated.

[21] In 2021, the City passed By-Law 2021-58 that extended the TAT to vacation rentals and bed and breakfast operations within the municipality.

### ***The March 2022 Amendment to the Agreement***

[22] The parties amended the agreement on March 9, 2022, that, among other things, added:

- a. that the City would continue to collect the funds, and the Hotel Association was empowered to increase the TAT in its sole and absolute discretion from time to time, and
- b. that the period of the Agreement was extended from five years to 10 years, that is, to December 31, 2029.

[23] Mr. Burgess, CAO for the City, indicated that this amendment was made in the context of the Hotel Association promising to adopt the same or move closer to industry best practices of destination marketing programs and cited examples of peer organizations in Toronto, Nashville and Las Vegas. The various meetings with the Hotel Association representative were noted by Mr. Burgess. Mr. Burgess attended meetings with Mr. Birrell along regularly with the City's Mayor and staff member, Serge Felicetti, over a period from August 31, 2021, through to November 14, 2023. This court accepts the respondent's outline that these meetings involved increasing the MAT, considering the strategic plan and marketing strategy and the concern of the overall underperformance of tourism in the City.

[24] This was also supported by the respondent in the studies and other substantial correspondence between the parties that also included a review of various surrounding municipalities and their level of MAT's, the development and approval of a 5-year strategic plan in October 2023, all which this court finds properly and reasonably embraced a genuine public and industry interest, effort and desire to adopt best practices by the City with a legitimate view to increasing tourism.

### ***2024 Events and Notice of Termination of Agreement by The City***

[25] Between May 28, 2024, and October 9, 2024, the parties discussed the prospects of further amendments to the Agreement. During this period, on June 28, 2024, legal counsel for the City provided Notice of Termination of the Agreement that indicated the City intended to terminate the

agreement as of December 31, 2025. The continued discussion ultimately did not result in a consensus in all areas discussed and negotiated.

[26] The applicant's principal, Mr. Birrell, states in his affidavit that Mr. Burgess, the City's CAO, informed representatives of the applicant that he believed negotiations regarding potential further amendments were at an impasse. However, in the affidavit of Mr. Burgess, and as supported with various exhibits, the City was aware and concerned from the Hotel Association's own third-party consultants findings that the Hotel Association was massively underspending and the MAT was significantly lower than all other destinations. This was among the issues the City and the Hotel Association's principals discussed as to the prospects of further changes to the relationship between them.

[27] This court accepts and finds that these discussions and negotiations between the City and the Hotel Association also revolved around the implementation of a new bylaw that would better link stated goals and objectives of the MAT to the strategic plan, increase the MAT in a higher fixed-fee or percentage of room rentals charges, as well as forming a new tourism entity representative of the members of the Hotel Association and the broader tourism industry at large and possibly merge or form a new corporate entity that was better suited to that role.

[28] This court also agrees and finds that these parties reached a consensus on many items with the exception of a new term length for the agreement and the Hotel Association's desire to have the ability to unilaterally modify the amount of the MAT without City Council's involvement.

[29] On June 28, 2024, the City, through its solicitor, sent a Notice of Termination of the Agreement intending to terminate the Agreement as of December 31, 2025. This occurred in the context of a letter on June 10, 2024, from the Hotel Association's counsel to the City's Mayor and Council raising the issue of any purported termination. Mr. Burgess likewise spoke to the Hotel Association's Board of Director's to discuss the issues and steps. He realized that the directors were operating on a different understanding and informational basis about the conversations between the City and the Hotel Association.

[30] After this, the correspondence between the City and the Hotel Association, respectively between Mr. Burgess and Mr. Birrell throughout July included and involved the exchange of the

Hotel Associations Strategic Blueprint document and the City’s Overview of the Proposed New State, both of which formed the basis of continued discussions thereafter between the parties that specifically referenced a “reset” of the approach to marketing and sales and the budget by Mr. Birrell. In addition, Mr. Birrell wrote to the City regarding the July 10, 2024 meeting and the continued negotiations that it “generally agree[s] with the City’s June 29, 2024 “Overview of the Proposed New State” document but had a few concerns that involved the MAT being for tourism promotion, the Association retaining operational independence from the City, assurance as to City-managed responsibilities being fulfilled and City management of funds for agreed initiatives and an increase of the MAT.

[31] In approximately mid-October 2024, the Hotel Association was informed that the City was considering a new By-Law in relation to the TAT. A draft of the By-Law was received by the Hotel Association, which referenced coming into effect May 1, 2025 and in which the City intended to enter into a new agreement with an eligible tourism entity effective January 1, 2026, change the rate of the TAT, change the allocation of funds and the amounts to be received by the eligible tourism entity.

[32] This court likewise agrees and accepts Mr. Burgess’s disagreeing that he informed representatives of the Hotel Association were at an impasse as alleged by Mr. Birrell. Rather, this court finds that the negotiations were ongoing as established from: correspondence to Mr. Birrell dated October 31, 2024 (Exhibit “CC” to Mr. Burgess’s affidavit) about a new bylaw for an MAT effective May 1, 2025, about the Hotel Association being named as the designated agency with broader industry representation, etc.; Mr. Birrell’s correspondence dated November 11, 2024 (Exhibit “DD”) proposing an accommodation rating system for the tax; the late November email thread (Exhibit “EE”) where Mr. Birrell asks Mr. Burgess to prepare a draft agreement for review of the new deal citing only one contentious issue left to resolve and Mr. Burgess replied he was first working on an early draft of the bylaw and had to give it to outside legal. On January 2, 2025, Mr. Burgess provided Mr. Birrell the draft revised bylaw that he had promised.

[33] Just over a week later, the Hotel Association wrote to the City on January 10, 2025, indicating it would take legal action if the By-Law was passed.

### ***The 2025 By-Law***

[34] On January 14, 2025, after Mr. Birrell on behalf of the Hotel Association made a presentation to the Council and urged continued negotiations with the City, the Council defeated a motion to defer and passed By-Law No. 2025-009 that repealed the prior By-Laws.

### **Analysis and Discussion**

#### ***Debt and the Municipal Act***

[35] As mentioned, the Hotel Association submits the TAT payments to it under the earlier by-law(s) are a debt under s. 414(1)(a) of the *Municipal Act* for which the City shall not repeal by by-law until the debt is paid. The applicant cites the case of *Waterous Engine Co. v. Capreol* [1932] 3 D.L.R. 575. That case is significantly dated, marginally relevant but certainly supports that a municipality is an entity created and governed by statutory provision and derives its powers and authority by statute.

[36] As for a debt, the plain language and context of s. 401 (1) of the *Act* provides a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt. Section 400.6 of the *Act* expressly permits regulation for “(e) governing the sharing of revenue from a tax on transient accommodation between the municipality that imposes the tax and one or more non-profit entities for the exclusive purpose of the non-profit entity in promoting tourism in Ontario or in the municipality.”

[37] This court finds on the plain expressed language, and coherent with the legislative purpose, this is a revenue sharing arrangement, not a situation of incurring a debt, that is, a sum payable by a municipality in respect of a liquidated demand. This court finds the City has never contracted a debt with the Hotel Association and, in any event, no debt is owed to the Hotel Association by the City. As a result, no debt was contracted by the By-Law.

[38] Based on this determination, this court finds that the subject by-law has not been passed contrary to the prohibition against the repeal of by-laws as set out in s. 414(1) of the *Municipal Act*.

***City By-Law illegality as an attempt to vitiate a valid and subsisting Agreement***

[39] The applicant submits that should the agreement be vitiated, the applicant would be replaced as the eligible tourism entity, the TAT funds would be relocated to another entity and the applicant will not be able to continue to operate, all of which constitutes an existential threat to the applicant. The court finds this is a conflation of the applicant's concerns and is not supported on this record.

[40] Firstly, regardless of the By-Law's validity, the initial Agreement is certainly not necessarily rendered invalid, void, cancelled nor is this court called upon or required to make any determination in this regard. Rather, the provision of that Agreement ought to be determined, including any contention of termination, outside of this application. The issue before the court on this application is whether the By-Law should be quashed.

[41] The court recognizes that municipalities lack the power to use By-laws for illegal purposes and this court has the discretion to quash a By-law for illegality pursuant to s. 273(1) of the *Municipal Act*. The municipality cannot lawfully make use of its legislative authority for the purpose of annulling a valid and subsisting agreement to which it is a party to deprive the party of its vested rights. See *ARW Development Corporation v. Beaumont (Town)*, 2011 ABCA 382 at paras. 34-35.

[42] This court cannot act arbitrarily and must exercise its discretion judicially and in accordance with principles of law and interpret municipal powers broadly and generously within their context and statutory limits to achieve the legitimate interests of the municipality. See *R. v. Croplife Canada v. Toronto (City)*, 2005 CanLII 15709 (ONCA) and *Clublink Corporation ULC v. Oakville (Town)*, 2019 ONCA 827. Municipal by-laws properly enacted are not to be lightly quashed and are presumed to be lawful. See *Grosvenor v. East Luther Grand Valley (Township)*, 2007 ONCA 55. Municipal powers should be accorded a liberal and benevolent interpretation and

only in the clearest of cases should the municipal bylaw be deemed *ultra vires*. See *Nanaimo (City) v. Rascal Trucking Ltd.* 2000 SCC 13.

[43] When considering illegality, the court must consider whether the municipality had the jurisdiction to pass the by-law along with the nature of the by-law in question, the seriousness of the illegality committed, its consequences, delay and mootness. Illegality is to be seen in the generic sense that encompasses any non-compliance with the law. See *London (City) v. RSJ Holdings Inc.* 2007 SCC paras. 4, 33-35 and 39. Furthermore, illegality can extend to using a by-law to annul a contract. See also *CPR v. Toronto (City)*, (1902) 10WR 255 (ONCA). In some circumstances, a breach of contract constitutes illegality without evidence of bad faith on the part of the municipality. See *Hughes v. Eston (Town)*, 2008 SKQB 26 at paras. 22-28.

[44] Upon a review of the overall context and the facts as found and commented upon earlier, this court finds that the City is granted the power and right by the legislation and regulations to enter into agreements with *one or more* “eligible tourist entities”. This includes the applicant but does not, either by legislation nor Agreement, grant nor provide exclusivity to the applicant as the eligible tourist entity.

[45] Furthermore, this court is mindful of the historical background and context of the legislation, the development of a tax on a revenue sharing basis restricted to entities which have broad tourism goals and for which strategic approaches and best practices are necessarily being assessed, reassessed and evolving. This court finds this is not a situation of bad faith toward the applicant by the City when considering all of the evidence available and this legislative and background context.

[46] The situation in this case coherently fits within the reasonable expectation parties and informed by considering other similarly situated comparable municipalities as was undertaken by the City in this case. Also, the third-party consultant reports, the exchange of developed strategic plans and the obvious issues raised in the ongoing negotiations and exchange of proposals, coincide with the development of significant consensus amid some remaining tensions between the parties. This also provides some basis to explain the differing positions and expectations

between the parties in relation to the Amendment to the Agreement which can be seen within the pattern of these parties' ongoing conduct.

[47] In this case, the City acknowledges and does not resile from the existence and validity of the initial Agreement and its provisions that include the termination and dispute resolution by arbitration notwithstanding the passed By-laws. The vested rights of the applicant under the initial Agreement, in the very least, remain live features that might have implications and consideration in other proceedings.

[48] In the overall context, the Amendments to the Agreement are less certain and might well raise dispute as to its validity, however, it is the legality of the By-laws that are at issue here on this application.

[49] For these reasons, this court finds the City has not made use of its legislative authority for the improper purpose of annulling a valid and subsisting agreement to which it is a party to deprive the applicant of its vested rights.

[50] For the reasons stated and on the basis of this record, the application is dismissed.

[51] As to costs, if the parties cannot agree on costs within 14 days of the date of this endorsement, the parties may serve and file written submissions of not more than four typed pages excluding a bill of costs, case law and legal references.

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Justice M.D. McArthur

**Date:** September 12, 2025