

CITATION: Hogarth v. RBC, 2025 ONSC 5268  
COURT FILE NO.: CV-25-0075 (Owen Sound)  
DATE: 2025-09-15

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

Graham and Hogarth AKA Graham Hogarth,  
Nicole Christine and Lobb AKA Nicole Lobb,  
Nicole Christine Lobb

Plaintiffs

-and-

Royal Bank of Canada and Joseph Doria

Defendants

The plaintiffs, acting in person  
James Satin, for the defendant RBC  
Brandon Fragomeni, for the defendants Doria

Submissions filed: May 30, 2025 and June 9, 2025

**REASONS FOR DECISION**

Justice. R. Chown

[1] The plaintiffs in this case (whom I will refer to as Mr. Hogarth and Ms. Lobb) were defendants (now debtors) in an action brought against them in Milton by the Royal Bank of Canada. RBC sued Mr. Hogarth and Ms. Lobb to recover debts owed under a line of credit, credit card, and overdraft. Coats J. granted summary judgment in favour of RBC: *Royal Bank of Canada v. Hogarth*, 2022 ONSC 959. She also awarded costs in favour of RBC: *Royal Bank of Canada v. Hogarth*, 2022 ONSC 3860.

[2] Mr. Hogarth and Ms. Lobb unsuccessfully appealed the judgment to the Ontario Court of Appeal: *Royal Bank of Canada v. Hogarth*, 2023 ONCA 30, and they unsuccessfully sought leave to appeal to the Supreme Court of Canada: *Graham Hogarth v. Royal Bank of Canada*, 2024 CanLII 17605 (SCC).

[3] Separately, Mr. Hogarth and Ms. Lobb commenced an application for judicial review to Divisional Court naming RBC, Coats J., and others, as respondents. Emery J. dismissed the application under rule 2.1: *Hogarth and Lobb v. His Majesty the King in Right of Ontario – Doug Ford*, 2023 ONSC 3534.

[4] Mr. Hogarth and Ms. Lobb have now commenced this action in Owen Sound. The statement of claim was issued on March 24, 2025. It names Royal Bank of Canada and Joseph Doria as defendants. According to the statement of claim, Mr. Doria is the Operations Manager of the Milton Court House, and he issued the judgment made by Coats J. against Mr. Hogarth and Ms. Lobb. The claim also asserts that the bank has made efforts to enforce its judgment including by issuing a writ of seizure and sale and by issuing (on February 24, 2025) a direction to the Sheriff of the County of Grey to enforce the writ. As I will explain, the statement of claim does not raise any viable or valid cause of action.

[5] On May 21, 2025, the defendant Royal Bank filed a request for stay or dismissal under rule 2.1. On May 23, 2025, I released an endorsement indicating that it may be appropriate to make an order dismissing or staying the action under rule 2.1.01(1): *Hogarth v. RBC*, 2025 ONSC 3082. I have received and reviewed submissions from the plaintiffs and submissions from the defendant Doria in response to the bank's request and my endorsement.

## **THE CLAIM DOES NOT REVEAL A VIABLE CAUSE OF ACTION**

### **No valid cause of action is pled against RBC**

[6] In the claim, Mr. Hogarth and Ms. Lobb complain that RBC used the simplified procedure in the action and yet they are now attempting to enforce against a property valued at an amount that far exceeds the \$200,000 limit for the simplified procedure under rule 76. It is obvious, however, that RBC was permitted to use the simplified procedure for its claim. A plaintiff can suggest the simplified procedure no matter what amount it claims: rule 76.02(3). If a claim exceeds \$200,000, a defendant can object to the use of the simplified procedure and the action will proceed under the ordinary procedure: rules 76.02(5) and (6). Any objection to the use of the simplified procedure ought to have been addressed in the underlying action. Complaints over the strategy taken by an adverse party must be resolved in the litigation where that strategy was taken, and not in a further lawsuit. If our system was without this feature, serial lawsuits could spawn from a single underlying dispute.

[7] In any event, rule 76 does not address the issue of enforcement of a judgment. Enforcement of a judgment is governed by rule 60. Under rule 60.02, “an order for the payment or recovery of money may be enforced by ... a writ of seizure and sale under rule 60.07.” There is no restriction or upper or lower amount of money applicable under this rule.

[8] Mr. Hogarth and Ms. Lobb also plead in the Owen Sound action:

14. In law banks only buy and sell securities (not money), this raises a question of contract law, what did the bank actually give us?

15. RBC did not transfer money from their own reserve to pay the Plaintiffs' accounts, which would have represented a liability on RBC's ledger. This raises consumer protection questions as the

agreements were a misrepresentation of what happened (Consumer Protection Act 2002).

If Mr. Hogarth and Ms. Lobb wanted to raise these as defences against RBC's claim, they had to do so in the underlying action. These concerns do not amount to a valid cause of action in a subsequent action.

[9] Mr. Hogarth and Ms. Lobb also complain that "RBC has not validated or provided the plaintiff with a full accounting to show the movement of money by way of accounts payable from RBC's account" to various other accounts. Mr. Hogarth and Ms. Lobb further complain that they asked to see "the original wet ink signed applications, offer letters and transfer of money from RBC's accounts to the accounts set up in the Plaintiffs names, etc., which would validate the claims made in the original Action. RBC repeatedly refused and ignored the requests." Mr. Hogarth and Ms. Lobb also assert that "the defendants have failed transparency and duty of care or otherwise neglected to respond to the requests to verify the claimed indebtedness." These are again issues that ought to have been addressed in the underlying action. None of these complaints amount to a valid cause of action in a subsequent action.

### **No valid cause of action is pled against Doria**

[10] The prayer for relief is found in paragraph 1 of the statement of claim. It requests, in subparagraphs 1(a) through (m), various relief against RBC. It does not request any relief against the defendant Doria. There is one reference to Mr. Doria in the body of the statement of claim, found in paragraph 2. It simply states that Mr Doria issued the judgment. That sole mention of Mr. Doria does not reveal a cause of action against him.

### **Conclusion**

[11] The statement of claim is on its face frivolous, vexatious, and an abuse of the court's process.

[12] I have considered whether it might be appropriate to permit the plaintiffs to amend their claim. This statement of claim is so devoid of substance that it cannot reasonably be rescued with amendments.

[13] I have considered whether a stay or a dismissal is appropriate. There is no point to a stay because, based on this statement of claim, it cannot be reasonably expected that there could ever be a claim to revive. A dismissal of the action is the appropriate disposition.

[14] Finality is an important value in any system of justice. It can be difficult to accept, but Coats J. made a final determination of the debt owing to RBC, that decision has upheld, and all appeals have been exhausted. Coats J.'s decision cannot be re-visited.

### **DISPOSITION**

[15] This action is dismissed.

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Chown J.

Released: 2025-09-15