

**IN THE COURT OF APPEAL OF MANITOBA**

**BETWEEN:**

<b>ANDRE NORBERT GOBEIL and</b>	)	<b>A. Goldman</b>
<b>GISELE ANNE MARIE GOBEIL</b>	)	<i>on their own behalf</i>
	)	
<i>(Applicants) Respondents</i>	)	<b>No appearance</b>
	)	<i>for the Appellant</i>
	)	<i>IndigiVision Inc.</i>
	)	
<i>- and -</i>	)	<b>A. M. Peterson</b>
	)	<i>for the Respondents</i>
	)	
<b>AARON GOLDMAN and</b>	)	<i>Chambers motion heard:</i>
<b>INDIGIVISION INC.</b>	)	<b>September 5, 2025</b>
	)	
<i>(Respondents) Appellants</i>	)	<i>Decision pronounced:</i>
	)	<b>November 7, 2025</b>

**TURNER JA**

Introduction

[1] On September 5, 2025, I dismissed a motion (the stay motion) brought by Aaron Goldman (Goldman) to stay or vary an order for security for costs that I granted in *Gobeil v Goldman*, 2025 MBCA 66 [*security for costs decision*]. No motion was properly filed on behalf of the corporate respondent, IndigiVision Inc. (IndigiVision), to stay or vary the order.

[2] The applicants seek solicitor and client costs. For the reasons set out below, I order that Goldman pay solicitor and client costs to the applicants on the stay motion.

Reasons

[3] The background of the litigation between the parties and Goldman’s general litigation history were set out in the *security for costs decision*; therefore, I will not repeat them here.

[4] My decision ordering the respondents to pay security for costs of \$5,000 was pronounced on July 21, 2025. The payment was to be made no later than September 7, 2025.

[5] On August 28, 2025, Goldman filed the stay motion, asking that the *security for costs decision* be stayed or, in the alternative, varied to allow for a payment plan over a period of time. As noted above, the stay motion was dismissed, with oral reasons, on September 5, 2025.

[6] The applicants submit that Goldman should be required to pay solicitor and client costs of the stay motion because his behaviour throughout the litigation has been scandalous and reprehensible. In addition, they say the stay motion was frivolous, was entirely without merit, was calculated to cause harm to the applicants and has caused the applicants to incur significant costs.

[7] Goldman replies that the stay motion was reasonably advanced and did not cause prejudice to the applicants. He submits that he brought the stay motion in an effort to preserve the appeal and enable payment, albeit on a varied schedule.

[8] Solicitor and client costs are rare and are generally awarded only in circumstances where there has been “reprehensible, scandalous or outrageous conduct on the part of one of the parties” in how the litigation has been

pursued or defended (*Young v Young*, [1993] 4 SCR 3 at 134, 1993 CanLII 34 (SCC), cited with approval in *Judges of the Provincial Court (Man) v Manitoba*, 2013 MBCA 74 at para 165).

[9] Lack of merit alone is not a basis upon which to award solicitor and client costs. However, a weak claim that is made recklessly without any foundation whatsoever and, in rare circumstances, a claim that is so utterly without hope that it amounts to misconduct or an abuse of process can support an award of solicitor and client costs (see *Bibeau v Chartier*, 2022 MBCA 2 at para 102).

[10] In the case at bar, I find that the stay motion was without foundation, utterly without hope and an abuse of process for the following reasons:

- (1) It was filed less than ten days before the requested hearing date. Despite the late filing, this Court accommodated Goldman's request that the matter be heard prior to the payment deadline. The late filing and early hearing date clearly caused prejudice and additional costs to the applicants, who had to marshal a reply on short notice.
- (2) The primary ground for the stay motion was that cross-examinations of two applicant witnesses had not yet occurred in relation to a matter that remains pending in the Court of King's Bench. The cross-examinations of these witnesses had no relevance to the *security for costs decision* and therefore did not provide a foundation for the stay motion.

- (3) The second ground for the stay motion was that there was a change in a material fact that arose after the *security for costs decision* was pronounced—namely, that the funding Goldman anticipated IndigiVision would receive in July 2025 had not yet materialized. As outlined in paragraph 20 of the *security for costs decision*, the alleged funding to IndigiVision was irrelevant. In addition, IndigiVision did not file a motion for a stay or a variation of the security for costs order. This ground did not provide any foundation for the stay motion.

Disposition

[11] Based on the foregoing, Goldman is required to pay solicitor and client costs of the stay motion to the applicants forthwith.

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JA