

them, never authorized or approved the purchase of them and never agreed to assume the risk or cost of them. The Component Inventory remains in the Plaintiff's possession.

DECISION

[4] The Plaintiff is entitled to judgment in the amount of \$187,104.93 USD.

BACKGROUND FACTS

[5] In order to assess whether summary judgment is appropriate, it is necessary to consider the context in which the motion arose and what the Defendants knew about the claim concerning the Component Inventory when their deponent swore his affidavit. Therefore I will set out the necessary background.

[6] The Plaintiff carries on business as a manufacturer/assembler of electronic and other products in Markham.

[7] The Defendants, Eddy Smart Home Solutions Ltd. ("Eddy Ltd.") and Eddy Smart Home Solutions Inc. ("Eddy Inc."), are affiliated companies which provide water metering products and related services. Eddy Inc. is a successor by amalgamation(s) of Eddy Home Inc., Eddy Home Distribution Inc., and other related companies. Eddy Ltd. and Eddy Inc. are collectively referred to as "Eddy".

[8] The Defendant, Reed Controls Inc. ("Reed Inc.") provides water metering products and monitoring services and is a wholly owned subsidiary of Eddy.

[9] The Plaintiff's Statement of Claim advances claims for both the unpaid invoices in the amount of \$135,961.73 USD and for damages in the amount of \$51,143.20 USD for the Component Inventory.

[10] The Defendants initially served a four paragraph Statement of Defence dated March 20, 2024, denying all allegations in the claim. This Statement of Defence raised two substantive defences: 1) that the Eddy Defendants have no privity of contract with the Plaintiff and are not proper parties and 2) the Defendant Reed agreed with the Plaintiff to return the products at issue and, in breach of that agreement, the Plaintiff refused to accept the return. This Statement of Defence was never filed.

[11] This motion for summary judgment was scheduled at Civil Practice Court on May 1, 2024 and a schedule for the delivery of materials was ordered. The parties agreed to extend the deadlines for the exchange of their motion records. The Plaintiff delivered its motion record on August 30, 2024 in accordance with the extended schedule. The motion record contains the affidavit of Mr. Kerry Manella sworn August 30, 2024. The Defendants did not deliver a responding motion record.

[12] The motion came before me on June 11, 2024 and the Defendants sought an adjournment to retain new counsel. I adjourned the motion to October 3, 2025.

[13] The Defendants have now filed a motion record dated August 9, 2025, containing the affidavit of Cory Silver. The Defendants also served and filed a new Statement of Defence in which they no longer say there was no privity of contract or an agreement to return products.

[14] The Plaintiff filed a supplementary affidavit from Mr. Manella sworn August 26, 2025.

[15] Both parties filed a factum.

THE ISSUES

[16] There are three issues as follows:

- 1) Is this an appropriate case for summary judgment or, alternatively, partial summary judgment?
- 2) Did the Defendants breach the contract?
- 3) What are the Plaintiff's damages?

ANALYSIS

Issue 1: Is this an appropriate case for summary judgment?

[17] Rule 20.04(2)(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, provides: "The court shall grant summary judgment if the court is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence".

[18] Rule 20.04(2.1) sets out the court's powers on a motion for summary judgment as follows:

In determining under clause (2) (a) whether there is a genuine issue requiring a trial, the court shall consider the evidence submitted by the parties and, if the determination is being made by a judge, the judge may exercise any of the following powers for the purpose, unless it is in the interest of justice for such powers to be exercised only at a trial:

1. Weighing the evidence.
2. Evaluating the credibility of a deponent.
3. Drawing any reasonable inference from the evidence.

[19] In *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87, at para. 66, the Supreme Court of Canada established a road map outlining how a motions judge should approach a motion for summary judgment:

[T]he judge should first determine if there is a genuine issue requiring trial based only on the evidence before her, *without* using the new fact-finding powers. There will be no genuine issue requiring a trial if the summary judgment process provides her with the evidence required to fairly and justly adjudicate the dispute and is a timely, affordable and proportionate procedure, under Rule 20.04(2)(a). If there appears to be a genuine issue requiring a trial, she should then determine if the need for a trial can be avoided by using the new powers under Rules 20.04(2.1) and (2.2). She may, at her discretion, use those powers, provided that their use is not against the interest of justice. Their use will not be against the interest of justice if they will lead to a fair and just result and will serve the goals of timeliness, affordability and proportionality in light of the litigation as a whole.

[20] There is no genuine issue requiring a trial when the court is able to reach a fair and just determination on the merits of the motion. This will be the case where the process (1) allows the court to make necessary findings of fact, (2) allows the court to apply the law to the facts, and (3) is a proportionate, more expeditious, and less expensive means to achieve a just result: *Hryniak*, at para. 49; *Moffitt v. TD Canada Trust*, 2023 ONCA 349, 483 D.L.R. (4th) 432, at para. 40.

[21] In *Joshi v. Chada*, 2022 ONSC 4910, at para. 66, Glustein J. set out the relevant legal principles applicable to summary judgment as follows:

- (i) The purpose of r. 20 of the *Rules* is to (a) eliminate claims that have no chance of success at trial, and (b) provide judges with fact-finding powers to be used on a summary judgment motion;
- (ii) The evidence on a summary judgment motion must enable the motion judge to be confident that they can fairly resolve the dispute;
- (iii) The motion judge's enhanced powers allow the court to weigh evidence, evaluate credibility, and draw reasonable inferences from the evidence;
- (iv) The focus of a summary judgment motion is not on what kind of evidence could be adduced at trial, but rather on whether a trial is required;
- (v) The court is entitled to assume that it has all the evidence that would be available at trial related to the matters at issue;

- (vi) The moving party has the onus of proving that there is no genuine issue requiring a trial. Then, the onus shifts to the responding party to provide evidence of specific facts showing that there is a genuine issue requiring a trial;
- (vii) Summary judgment is not appropriate if the credibility of the parties is squarely in issue and requires a trial;
- (viii) The more important credibility disputes are to determining key issues, the harder it will be to fairly adjudicate those issues solely on a paper record. “It is not always a simple task to assess credibility on a written record. If it cannot be done, that should be a sign that oral evidence or a trial is required”; and
- (ix) The court must take “great care” in assessing credibility and reliability on affidavit evidence, since “[e]vidence by affidavit, prepared by a party’s legal counsel, which may include voluminous exhibits, can obscure the affiant’s authentic voice”. Consequently, the motion court must “ensure that decontextualized affidavit and transcript evidence does not become the means by which substantive unfairness enters, in a way that would not likely occur in a full trial where the trial judge sees and hears it all”.

[Citations omitted.]

[22] The court can draw an adverse inference that there is no better evidence available than that which is provided by that party: *Travelers Insurance Company of Canada v. LCL Builds Corporation*, 2018 ONSC 1805, 90 C.L.R. (4th) 217, at para. 46; *S.N.S. Industrial Products Limited v. Omron Canada Inc.*, 2018 ONCA 278, at para. 5.

[23] The court must take a hard look at the evidence. While the onus is on the moving party to establish there is no issue requiring a trial, the responding party must “lead trump or risk losing”: *1061590 Ontario Ltd. v. Ontario Jockey Club* (1995), 21 O.R. (3d) 547 (Ont. C.A.) at para. 36.

[24] Although any sworn statement may, in theory, raise an issue of credibility, it may not constitute a “genuine” issue, in the face of overwhelming evidence to the contrary: *Rogers Cable TV Ltd. v. 373041 Ontario Ltd.* (1994), 22 O.R. (3d) 25 (Ont. C.A.), at para. 6.

[25] The Defendants submit that this is not an appropriate case for summary judgment because the parties have not exchanged Affidavits of Documents and there have been no examinations for discovery. The Defendant relies on the “full appreciation test” in the Court of Appeal’s decision in *Combined Air Mechanical Services Inc. v. Flesch*, 2011 ONCA 764, 108 O.R. (3d) 1. The Supreme Court of Canada overturned the Court of Appeal’s decision, stating that: “While I agree that a motion judge must have an appreciation of the evidence necessary to make dispositive findings, such an appreciation is not only available at trial”: *Hryniak*, at para. 56.

[26] Delivery of an affidavit of documents is not a prerequisite for a summary judgment motion: *Fehr v. Sun Life Assurance Co. of Canada*, 2014 ONSC 2183, at para. 24.

[27] A party responding to a motion for summary judgment has a right to cross examine affiants, and has “full recourse to all means available under the *Rules of Civil Procedure* to seek relevant documents that would enable them to put their best foot forward on the motion for summary judgment” including the right to conduct examinations under r. 39, require those persons to bring documents listed in the Notice of Examination under r. 34.10 and inspect documents under r. 30.04: *1870553 Ontario Inc. v. Kiwi Kraze Franchise Co. Ltd.*, 2015 ONSC 1632, at para. 45.

[28] Allowing this motion to proceed in the absence of discoveries will not deprive the Defendants of a fair opportunity to put their best foot forward to resist the Plaintiff’s motion. The Defendant’s did not seek to cross examine the Plaintiff’s affiant on the two affidavits filed on this motion. There is no evidence that the Defendants have ever requested an affidavit of documents from the Plaintiff, served a Notice of Examination or discovery plan. There is no reason to conclude that the Defendants have been deprived of the documents or evidence needed to respond to the Plaintiff’s motion for summary judgment.

[29] Without resort to the powers under r. 20.04(2.1), I am not satisfied that there is no genuine issue requiring a trial with respect to whether the Defendants ordered the items for which the Plaintiff purchased the Component Inventory. The Plaintiff says the Defendant ordered the items and the Defendants deny doing so. However, by using the powers under r. 20.04(2.1) and specifically by weighing the evidence, evaluating credibility and drawing reasonable inferences, I can resolve this issue, make the necessary findings of fact, apply the law to those facts and come to a fair and just result.

[30] Where it is necessary to use the powers under r. 20.04(2.1), to weigh the evidence, evaluate credibility and draw any reasonable inferences from the evidence, doing so is not against the interest of justice as it leads to a fair and just result and serves the goals of timeliness, affordability, and proportionality. The issues are not overly complex. The parties have put their evidence before the court. They have been waiting for some time for the motion to be heard. Further, while there are credibility issues, as I will explain, a trial is not required to resolve those issues.

Issue 2: Breach of Contract

[31] Beginning in July 2019, Reed Inc. began ordering various products from the Plaintiff by submitting purchase orders. The Plaintiff states that purchase orders submitted by Reed Inc. included the following:

Date	Purchase Order #	Amount
July 11, 2019	MARA0001	USD \$187,185.63

December 13, 2020	#PO00010	USD \$37,188.30
March 31, 2021	#PO00016	USD \$77,180.70

[32] The Plaintiff manufactured products, delivered them and received payment with respect to the products supplied under the first two Purchase Orders, being MARA0001 and #PO00010.

[33] The dispute between the parties concerns #PO00016 which I address below.

[34] In July 2022, Reed Inc. told the Plaintiff that Eddy was taking over Reed Inc.'s role of manufacturing and procuring products. The Plaintiff therefore understood that Eddy was assuming Reed Inc.'s relationship with the Plaintiff.

[35] Eddy then began ordering various products from the Plaintiff by submitting purchase orders and there were no further Purchase Orders from Reed Inc. after this time.

[36] The purchase orders submitted by Eddy included the following:

Date	Purchase Order #	Amount
September 30, 2022	PO-000675	USD \$16,548.70
January 10, 2023	PO-000772	USD \$61,562.85
March 29, 2023	PO-000819	USD \$5,153.75

[37] Upon receipt of these orders, the Plaintiff began manufacturing the Products and delivering same to Eddy.

[38] By August 2023, the Plaintiff had supplied various products in accordance with the purchase orders submitted by the Defendants and delivered corresponding invoices in the total amount of \$135,961.73 USD, which remain unpaid. As set out above, the Defendants admit they owe this amount.

[39] The Plaintiff manufactured and delivered most of the products relating to the purchase orders.

[40] The issue is whether the Defendants ordered the products in respect of which the Component Inventory was purchased.

[41] The Plaintiff says it purchased the Component Inventory worth \$51,143.20 USD and these are materials that were intended to be used to manufacture Wireless Leak Pads ordered by the Defendants in the purchase order noted above, dated March 31, 2021 bearing #PO00016 in the amount of \$77,180.70 USD. The Component Inventory includes chips, resistors, diodes, RF transceiver modules and other goods which are needed to manufacture the balance of the goods ordered. The Plaintiff seeks reimbursement for the Component Inventory that it purchased on behalf of the Defendants.

[42] The Plaintiff's affiant Mr. Mannella says the Defendants ordered the items listed in #PO00016 and that the Component Inventory was purchased, at least in part, to fulfill this order. The Defendants' affiant Mr. Cory Silver denies that they ordered those items and says the #PO0016 was not a purchase order but merely a request for a quotation. Neither party chose to cross examine the other.

[43] Without resort to the powers in r. 20.04(2.1) I am not satisfied there is no genuine issue requiring a trial with respect to whether the Defendants ordered the items for which the Plaintiff purchased the Component Inventory to manufacture. However, as set out below, I can weigh the evidence, draw inferences and determine this issue without a trial.

[44] The Defendants say that it is obvious on the face of the March 31, 2021 document bearing #PO00016 that it is not a purchase order but rather a request for a quote because it is titled "Request for Quotation." In support of this proposition the Defendants point to the other two purchase orders submitted by Reed that are entitled "Purchase Order" and differ from #PO00016 in this regard.

[45] I find that #PO00016 is a valid purchase order. I prefer the evidence of the Plaintiff and find that the Defendants ordered the items listed therein for the following reasons.

[46] First, in their Statement of Defence, the Defendants admit that they ordered and received certain goods from the Plaintiff pursuant to valid Purchase Orders (PO-000675, PO-000772, PO-000819, and P00016). The Defendants have not sought to amend their Statement of Defence or withdraw the admission that #PO0016 is a valid purchase order.

[47] Second, #PO00016 has an "order date" of March 3, 2021 on it and all of the listed items specify March 31, 2021 as the date they are required. It would not make sense to have an order date and a date required if this was simply a request for a quotation.

[48] Third, the parties agree that the Plaintiff manufactured and delivered the 10 Wireless Leak Pads listed in #PO00016 and the Defendant paid for same. The Defendant has not produced any other purchase order or documents pursuant to which these 10 Wireless Leak Pads were ordered. It is likely that they were ordered in #PO00016.

[49] Fourth, the Defendant's affiant Mr. Silver says he has reviewed Mr. Mannella's affidavit including the exhibits (which includes #PO0016) and he does not say in his affidavit that this is not a purchase order. Mr. Manella's affidavit was delivered in August 2024, and Mr. Silver's affidavit was delivered a year later in August 2025.

[50] In his supplementary affidavit sworn in August 2025, Mr. Manella specifically sets out that the Component Inventory was purchased to fulfill #PO00016. The Defendants did not file any evidence in response to refute Mr. Mannella's evidence in this regard. The argument that #PO00016 is not in fact a purchase order but rather a request for a quotation is raised for the first time in the factum.

[51] Fifth, in his affidavit Mr. Silver acknowledges that #PO00016 is a valid purchase order:

3. The Defendants acknowledge that the sum of USD \$135,961.73 is owing to the Plaintiff for goods delivered pursuant to valid Purchase Orders, specifically those identified at Exhibits "F", "G", and "H" to Mr. Mannella's Affidavit.

Enclosed at Exhibit B are the referenced Purchase Orders.

4. This amount arises from properly issued Purchase Orders (PO-000675, PO-000772, PO- 000819, and **PO-00016**), invoices, and accepted delivery of the products. The Defendants have no dispute regarding these goods (emphasis added).

#PO00016 is specifically listed in para. 4 as being a "properly issued Purchase Order".

[52] In oral argument, counsel for the Defendant suggested that when Mr. Silver swore his affidavit, he was referring to the \$135,961.73 which he agrees is owing and that he meant that this amount arises from valid purchase orders. Counsel said that Mr. Silver was trying to be conciliatory and was not aware that #PO00016 was related to the Component Inventory. The implication is that Mr. Silver's evidence would have been different had he known it was unhelpful to his case. If true, this submission undermines Mr. Silver's credibility.

[53] Fifth, in the subsequent email exchange between the parties (discussed further below) the Defendants never said that they did not place the order for the Wireless Leak Pads or that #PO0016 was only a request for a quotation.

[54] Finally, when the Plaintiff issued the Statement of Claim which includes a claim for the Component Inventory, the Defendants never disputed that they did not place the orders for which the Plaintiff purchased the Component Inventory or said that #PO00016 was a request for a quotation and not a valid purchase order.

[55] For all of these reasons I prefer the evidence of Mr. Mannella and I find that #PO00016 is a valid purchase order and that the Component Inventory was purchased, at least in part, to fulfill #PO00016.

[56] I cannot find that all of the Component Inventory was purchased to fulfill #PO00016.

[57] #PO00016 contains 990 Wireless Leak Pads at a cost of 41.65 each for a total of \$41,233.50 USD and 10 Wireless Leak Pads at a unit price of \$184.62 for a total of \$1,846.20 USD.

[58] In his supplementary affidavit, Mr. Manella deposes: “As such, the Plaintiff still has Component Inventory (which was ordered by Purchase Order #PO00010) valued at USD \$41,233.50, calculated as 990 units multiplied by USD \$41.65.”

[59] I find it curious that the value of the Component Inventory ordered would be equal to the price to be paid by the Defendants. This would seem to suggest that there are no labour charges and no profit. There was no explanation provided to me in this regard.

[60] All of the Component Inventory totaling \$51,143.20 USD cannot possibly have been purchased to manufacture the Wireless Leak Pads in #PO00016. The Plaintiff’s deponent Mr. Mannella says that after receiving #PO00016 it produced and delivered the first 10 units of the Wireless Leak pads to the Defendants and the cost of the balance of the units is only \$41,233.50 USD which is less than the cost of the Component Inventory.

[61] The Plaintiff’s counsel rightly conceded in oral argument that the Plaintiff has been unable to locate another purchase order for which the Component Inventory was ordered to fulfill.

[62] I accept that some, but not all, of the Component Inventory was purchased to fulfill #PO00016.

[63] The next question is what evidence is there that the Plaintiff purchased the remaining balance of the Component Inventory to fulfill purchase orders placed by the Defendants?

[64] Mr. Mannella deposes that the Plaintiff purchased \$51,143.20 USD worth of materials that were intended to be used as goods ordered by the Defendants in purchase orders. Mr. Mannella says that there were items ordered by purchase orders for which the manufacturing process had not yet been completed before the Defendants asked the Plaintiff to stop manufacturing as set out below. Mr. Manella attaches to his affidavit a detailed six page spreadsheet setting out descriptions and costs of the Component Inventory.

[65] The Defendants did not cross examine Mr. Mannella on his affidavit and there is no evidence to refute it.

[66] I find that the Defendants ordered the products for which the Plaintiff purchased the Component Inventory.

Anticipatory Repudiation of the Contract

[67] Mr. Mannella deposes that he is advised by Mara’s Program Manager, Jeffrey Wagner that the Defendants then quickly advised Mara to cease manufacturing the further 990 Wireless Leak Pads. As a result, the Plaintiff could not use the balance of the Component Inventory. The Plaintiff did not file an affidavit from Mr. Wagner and this evidence is hearsay.

[68] The Defendants rely on *Drummond v. Cadillac Fairview Corporation Limited*, 2019 ONCA 447, where the court cautioned against relying on hearsay in the context of a motion for summary judgment. The court cautioned against relying on hearsay evidence regarding contested facts relating to a “fundamental aspect of the motion”: at paras. 22-24.

[69] Rule 20 provides that an affidavit for use on a motion for summary judgment may be made on information and belief but the court may draw an adverse inference from the failure of a party to provide the evidence of any person having personal knowledge of contested facts. In this case I do not draw an adverse inference because this fact is not contested. The Defendants do not dispute that they told the Plaintiff to stop manufacturing the 990 further Wireless Leak pads.

[70] Mr. Mannella attaches to his affidavit an email dated September 29, 2022, from Mr. Wagner to Arnaud Bimont and Avi Yurman of Eddy:

Unfortunately the team lost the on-hold status and I didn’t find out until the job was already through SMT. Per a text from Avi I stopped the build. I’ll now need you/Avi to advise how we should proceed now that the SMT parts are on the board. I know this board was in the middle of a redesign. I’m not sure what the status of the redesign is. I’m hoping there’s some rework we could do on this design in order to get them to be working units (we’d of course perform the rework at no cost).

[71] It is unclear from this email when the Component Inventory was purchased in relation to being advised by Eddy that the order was “on-hold”. However Mr. Manella deposes that Component Inventory was purchased immediately after #PO00016 was received. Mr. Manella was not cross examined. There is no evidence to contradict Mr. Manella’s statement.

[72] Mr. Manella attaches to his affidavit emails of January 23, 2023 and March 22, 2023, where Mr. Warner followed up with Mr. Bimont and Mr. Yurman and noted that the Plaintiff had been holding the inventory for over a year.

[73] On March 23, 2023, Eddy sent an email to the Plaintiff asking the Plaintiff to scrap the components.

[74] The March 23, 2023 email is an anticipatory repudiation of the contract. Eddy showed a clear intention not to be bound by the contract by telling the Plaintiff to scrap the components

necessary to manufacture the products it ordered: *Potter v. New Brunswick Legal Aid Services Commission*, 2015 SCC 10, [2015] 1 S.C.R. 500, at para. 149.

[75] In the face of the repudiation, the Plaintiff elected to accept the repudiation, terminate the contract and not manufacture the products ordered. Each party was then discharged from future obligations under the contract: *Guarantee Co. of North America v. Gordon Capital*, [1999] 3 S.C.R. 423, at para. 40.

[76] After accepting the repudiation, the Plaintiff can sue for damages for breach of the contract. “If the non-repudiating party accepts the repudiation, the contract is terminated, and the parties are discharged from future obligations. Rights and obligations that have already matured are not extinguished”: *Brown v. Belleville (City)*, 2013 ONCA 148, 114 O.R. (3d) 561, at para. 42, citing *Guarantee Co. of North America*.

[77] Damages for breach of contract should, to the extent possible, put the plaintiff in the same position as if the contract had been performed: *Kramer v. Ballantyne-Gaska*, 2025 ONCA 1, at para. 34.

[78] In this case I do not have sufficient evidence to determine how much the Defendants would have paid had the Plaintiff manufactured all of the products for which they purchased the Component Inventory and invoiced the Defendants for same. This is of no moment because the Plaintiff does not seek damages based on what it would have earned had the contract been fulfilled, but only seeks reimbursement for its out of pocket cost of the Component Inventory in the amount of \$51,143.20 USD.

Mitigation

[79] The Defendant has not disputed that the Plaintiff paid \$51,143.20 USD for the Component Inventory. Rather the Defendant says that the Plaintiff has failed to mitigate its damages.

[80] Mr. Mannella deposes that the Plaintiff has not been able to sell the Component Inventory elsewhere. He says that it is extremely difficult to find an after-market buyer for these types of goods, even when seeking to sell the items for a severely discounted price.

[81] Eddy says that the Plaintiff has not shown any of its efforts to sell the inventory or mitigate its losses. I note that the Defendants did not plead in either of its Statements of Defence that the Plaintiff failed to mitigate its loss

[82] The onus is on the Defendants to prove that that Plaintiff failed to take reasonable steps to mitigate its loss and that, had it taken reasonable steps, it would have mitigated its loss: *Red Deer College v. Michaels*, [1976] 2 S.C.R. 324, at p. 332; *Janiak v. Ippolito*, [1985] 1 S.C.R. 146, at p. 163; *Southcott Estates Inc. v. Toronto Catholic District School Board*, 2012 SCC 51, [2012] 2 S.C.R. 675, at para. 45.

[83] I cannot find that the Plaintiff failed to mitigate its loss because the Defendants have submitted no evidence to support their allegation that the Plaintiff failed to mitigate or that mitigation would have been effective. The Defendants did not file any evidence of what steps the Plaintiff might have taken.

Partial Summary Judgment

[84] Given my finding that summary judgment is appropriate, I need not address whether partial summary judgment is appropriate.

[85] In the event that I am wrong that full summary judgment is appropriate, I will determine whether I would have granted partial summary judgment.

[86] Partial summary judgment may be appropriate where a Defendant admits some damages are owing without a need for the determination of any question between the parties: r. 51.06(2); *Paradigm Change Consulting Inc. et al. v. Boparai et al.*, 2024 ONSC 7068, at para. 130; aff'd 2025 ONCA 569.

[87] I would have granted partial summary judgment in this case based on the Defendants' admission that \$135,961.73 USD is owing.

[88] Partial summary judgment is appropriate where it reduces the quantum of the issues in dispute and reduces the evidence to be presented at trial: *Paradigm*, at para. 145.

[89] The Defendants submit that partial summary judgment is not appropriate because there is a risk of inconsistent findings. The Defendants say that #PO00016 relates to both the admitted \$135,961.73 and the claim for the Component Inventory. That is true; however, I fail to see how that can lead to inconsistent findings. If partial summary judgment is based on the Defendants' admission, no other findings are necessary.

[90] Partial summary judgment would not result in inconsistent findings at trial because the Defendants admit they owe \$135,961.73 USD.

Issue 3: Damages

[91] The Defendants admit that they owe USD \$135,961.73

[92] The total cost of the Component Inventory which the Plaintiff purchased to manufacture Products for the Defendants is \$51,143.20 USD.

[93] The Plaintiff's total damages for breach of contract are therefore \$187,104.93 USD.

COSTS

[94] I encourage the parties to agree on costs. If they cannot agree, I will consider brief written submissions. These costs submissions shall not exceed five pages in length, (not including any bill of costs or offers to settle). The Plaintiff shall file its written submissions within ten days of the date of these reasons. The Defendants' responding submissions shall be delivered within five days of receipt of the Plaintiff's submissions. Any reply submissions shall be delivered within three days of receipt of the responding submissions and shall be no more than three pages long. Costs submissions shall be uploaded to CaseCenter and delivered to me by way of email to my Judicial Assistant.

Merritt J.

Released: November 25, 2025

CITATION: Mara Technologies Inc. v. Eddy Smart Home Solutions Ltd, 2025 ONSC 6565

COURT FILE NO.: CV-24-00714292-0000

DATE: 20251125

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

Mara Technologies Inc.

Plaintiff

– and –

Eddy Smart Home Solutions Ltd

Defendant

REASONS FOR JUDGMENT

Merritt J.

Released: November 25, 2025