CITATION: Wilson-Dick v. Bond et al., 2026 ONSC 161
COURT FILE NO.: CV-21-75043
DATE: 2026-01-08

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:	)	
KATHRYN ANN TAMMY WILSON-DICK	)	Self-Represented
Plaintiff	)	
- and -	)	
JOSHUA R. BOND and MARTIN SHEPPARD FRASER LLP	)	A. Colquhoun, Counsel for the Defendants
Defendants	)	
	)	**HEARD:** November 28, 2025

REASONS FOR JUDGMENT

Associate Justice J. Kriwetz

Nature of the Motions

[1] There are two motions before the Court

[2] The first motion, made by the Plaintiff, who is acting in person, is for:

a. an order that the answers given to the Plaintiff's undertakings have been satisfied and completed and no further or follow-up

questions shall be permitted,

b. an order that the Defendants be noted in default for failure to file an Amended Statement of Defend and for a date to be set for an uncontested hearing,

c. in the alternative to subparagraph b, above, an order that the Defendants must rely on the original Statement of Defence date March 1, 2021,

d. an order that the Plaintiff shall be entitled to file a Reply within 14 days of the hearing of the motion,

e. an order that this proceeding be directed to a Pre-trial (Settlement) Conference at a specific time and date,

f. an order permitting the Plaintiff to file a Supplemental Affidavit of Documents, and

g. for costs of the motion.

(hereafter this will be referred to as the “Plaintiff’s Motion”)

[3] The Defendants move for:

a. an order that the Plaintiff be compelled to provide complete answers to undertakings and refusals given at her examination for discovery held on October 4, 2023, within 30 days,

b. an order that within 60 days of providing complete answers to undertakings and refusals, the Plaintiff shall attend to be re-examined on issues arising from the same,

c. an order granting the Defendants leave to file an Amended Statement of Defence, and

d. costs of the motion.

(hereafter, this will be referred to as the "Defendants' Motion")

[4] Although both motions raised issues relating to the Defendants' filing of an Amended Statement of Defence, and the Plaintiff's motion seeks an order entitling it to file a Reply as well as other relief related to the Amended Statement of Defence, the Court was advised that those issues had been resolved prior to the hearing. Therefore, it is unnecessary for this Court to address those parts of the motions.

Overview of the Action

[5] Before dealing with the motions, it is necessary to briefly set out the nature of the claim and summarise the steps taken in the proceedings thus far.

[6] The Plaintiff's claim is for damages she claims to have sustained from the alleged negligence of and breach of contract by her former lawyer and law firm.

[7] According to the Statement of Claim, which was issued on January 21, 2021, the Plaintiff purchased the property known municipally as 7 Fawell Avenue (the "Property") on February 14, 2014. A mortgage with First Ontario Credit Union ("First Ontario") was registered on the Property at that time. The Plaintiff subsequently refinanced the Property at a lower rate with another company. The Plaintiff's then boyfriend, Keith Birnie ("Keith"), moved into the Property in April 2014. She alleges that Keith contributed no monies to the purchase. The Plaintiff further claims that, in early 2017, Keith told her that he wanted to do more renovations to the Property but that she would require a larger mortgage. He is alleged to have told the Plaintiff that she could obtain a mortgage from his bank, the Royal Bank of Canada ("RBC"), but they would both need to be registered on the

mortgage. According to the Plaintiff, Keith arranged for the mortgage from RBC over her protestations and that Keith's advisor at RBC referred them to the Defendants to complete the required legal work. The Plaintiff alleges that she and Keith met with the individual Defendant on February 23, 2017, and were presented with various documents, including a transfer of the Property from the Plaintiff as sole owner to the Plaintiff and Keith, jointly, which documents she claims she was *"instructed to sign."* The Plaintiff alleges that she and Keith separated on February 21, 2019. She now claims that she was not made aware by the Defendants that she had transferred any of her interest in the Property to Keith, nor as joint tenants. Consequently, she claims that the Defendants breached the contract between her and them and that the Defendants are guilty of professional negligence, the details of which are set out in the Statement of Claim, which I have reviewed. The Plaintiff seeks damages in the amount of $400.000.00, plus interest and costs.

[8] The Defendants served their Statement of Defence on March 1, 2021, which I have also read.

[9] In their Statement of Defence, the Defendants deny any liability to the Plaintiff and raise several defences, including,

a. that the Plaintiff's claim is barred by operation of the *Limitations Act, 2002,*

b. that the transfer of the Property from the Plaintiff to the Plaintiff and Keith was done in accordance with the instructions received from the Plaintiff and Keith,

c. that the Plaintiff and Keith are engaged in litigation relating to the Property in the Ontario Superior Court of Justice Family Court, but they do not have any particulars of those proceedings,

d. that they explained each and every document the Plaintiff and Keith were required to sign in order to fulfill their retainer,

e. that the Plaintiff understood the nature and effect of the documents she signed and did so of her own volition, without any influence from anyone.

[10] The Defendants served their Affidavit of Documents on September 15, 2022.

[11] On June 20, 2023, the Defendants moved for an order dismissing the claim for delay, at which time Associate Justice McGraw ordered a timetable requiring examinations for discovery to be completed by October 13, 2023, and answers to undertakings made at the examinations for discovery to be provided by November 17, 2023. In addition, the Plaintiff was ordered to pay the Defendants costs of the motion fixed in the amount of $1,500.00 within 90 days.

[12] The Statement of Claim was amended on September 7, 2023.

[13] The Plaintiff was examined for discovery on October 4, 2023. A copy of the transcript of that examination was filed with the Court.

[14] On July 11, 2024, the Plaintiff's then counsel obtained an order removing themselves from the record.

[15] On August 9, 2024, the Plaintiff served a Notice of Intention to Act in Person.

The Plaintiff's Motion

[16] I decline the Plaintiff's request for an order that her undertakings have been satisfied and completed and no further follow-up questions be permitted for the following reasons.

[17] First, as set out below, the Plaintiff has not provided satisfactory answers to all her undertakings.

[18] Second, where a party seeks to ask questions arising out of answers given to undertakings or questions improperly refused, it is in the nature of a continuation of the examination for discovery because the examination has not been completed. Associate Justice McLeod, as he then was, succinctly stated this principle at paragraph 5 in *Senechal v. Muskoka (District Municipality),* 2005 CanLII 11575 (Ont. S.C.J.) as follows:

> *"The question of examining "more than once" is in practice a question of whether the examination was actually completed. Improper refusals are an interruption of the discovery while undertakings are an acknowledgment that the question is a proper one and a promise to obtain and provide the answer. Generally speaking, had the discovery not been interrupted by the refusal or the answer to the undertaking been available, not only would the answer have been given under oath as part of the transcript but the examining party would have been entitled to ask appropriate follow up questions as part of the examination. Arguably then an answer that genuinely gives rise to follow up questions should give rise to a right to complete the oral discovery as if the question has been answered."*

[19] And, further at paragraph 7 of *Senechal:*

> *"As a general principle a party giving undertakings or answering refusals may be required to reattend to complete the discovery by giving the answers under oath and answering appropriate follow up questions. A party being examined may not compel the examining party to accept answers in writing simply by refusing to answer questions or by giving undertakings."*

[20] I also decline the Plaintiff's request for an order directing a pre-trial conference be held at a specific date and time. The *Rules* provide for how a pre-trial conference is scheduled, which requires a party to first set the matter down for trial, after which time the matter can be scheduled for a pre-trial conference (see rule 48 and subrule 50.02). By following the requirement of the *Rules* the Plaintiff will be able to obtain a pre-trial conference and, therefore, such an order from this Court is not only unnecessary but would require the Court to improperly circumvent the procedures set out in the *Rules.*

[21] I also decline to make the order requested by the Plaintiff that she be permitted to file a Supplemental Affidavit of Documents, because such an order also is unnecessary. Parties to a proceeding are under ongoing documentary disclosure obligations as provided for in subrule 30.07, which states:

> *"Where a party, after serving an affidavit of documents,*
>
> *(a) comes into possession or control of or obtains power over a document that relates to a matter in issue in the action and that is not privileged; or*
>
> *(b) discovers that the affidavit is inaccurate or incomplete,*
>
> *the party shall forthwith serve a supplementary affidavit specifying the extent to which the affidavit of documents requires modification and disclosing any additional documents."*

[22] The Plaintiff's motion is, therefore, dismissed.

The Defendant's Motion

[23] The Defendants filed a Compendium, which included a draft of the orders it is seeking, and to which was attached as Schedule A an undertakings and refusals chart which sets out the questions which the Plaintiff refused to answer at her examination for discovery, as well as the undertakings given by the Plaintiff. The chart lists six refusals for which the Defendants seek answers. Although the chart lists 15 undertakings, the Defendants submit that only a few of the questions on that list are in issue because the answers have not been provided or are incomplete. The specific undertakings in issue are set out below.

[24] Included with the Defendants' Compendium are the relevant excerpts from the transcript of the Plaintiff's examination for discovery.

[25] For ease of reference, I will refer to the refusals and undertakings in issue using the numerical references and the transcript question numbers as set out in the said undertakings and refusals chart.

[26] I also note that during her submissions, the Plaintiff directed me to various documents in Case Centre in which she sets out her position with respect to each of the questions in issue. I made a note of all the page references in the Case Centre documents provided by the Plaintiff and have reviewed the Plaintiff written responses, many of which were repetitive. I have also considered the Plaintiffs submissions which consisted primarily of her reading the said written responses. For the sake of brevity, I will not reference the specific page numbers to which the Plaintiff referred, nor will I in all cases set out the Plaintiff's responses verbatim, but will summarise the Plaintiff's position on each question in issue.

The Relevant Legal Principles

[27] Before dealing with the specific questions in issue on the Defendants' Motion, I note the legal principles to be applied on the motion.

[28] Subrule 31.06 states, in part, that "(a) person examined for discovery shall answer, to the best of his or her knowledge, information and belief, any proper question relevant to any matter at issue in the action…".

[29] The case law has developed the principles to be applied regarding the scope of examinations for discovery.

[30] *Ontario v. Rothmans Inc.* 2011 ONSC 2504 (S.C.J.); aff'd 2011 ONSC 3685 (Div. Ct.) provided the following summary at paragraph 129:

> • *The scope of the discovery is defined by the pleadings; discovery questions must be relevant to the issues as defined by the pleadings: Playfair v. Cormack (1913), 4 O.W.N. 817 (Ont. S.C.).*

• *The examining party may not go beyond the pleadings in an effort to find a claim or defence that has not been pleaded. Overbroad or speculative discovery is known colloquially as a "fishing expedition" and it is not permitted. See Cominco Ltd. v. Westinghouse Canada Ltd. (1979), 11 B.C.L.R. 142 (B.C. C.A.); Allarco Broadcasting Ltd. v. Duke (1981), 26 C.P.C. 13 (B.C. S.C.).*

• *Under the former case law, where the rules provided for questions "relating to any matter in issue," the scope of discovery was defined with wide latitude and a question would be proper if there is a semblance of relevancy: Kay v. Posluns (1989), 71 O.R. (2d) 238 (Ont. H.C.); Air Canada v. McDonnell Douglas Corp. (1995), 22 O.R. (3d) 140 (Ont. Master), aff'd (1995), 23 O.R. (3d) 156 (Ont. Gen. Div.). The recently amended rule changes "relating to any matter in issue" to "relevant to any matter in issue," which suggests a modest narrowing of the scope of examinations for discovery.*

• *The extent of discovery is not unlimited, and in controlling its process and to avoid discovery from being oppressive and uncontrollable, the court may keep discovery within reasonable and efficient bounds: Graydon v. Graydon (1921), 67 D.L.R. 116 (Ont. S.C.), at pp. 118 and 119 per Justice Middleton ("Discovery is intended to be an engine to be prudently used for the extraction of truth, but it must not be made an instrument of torture ..."); Kay v. Posluns (1989), 71 O.R. (2d) 238 (Ont. H.C.) at p. 246; Ontario (Attorney General) v. Ballard Estate (1995), 26 O.R. (3d) 39 (Ont. C.A.) at p. 48 ("The discovery process must also be kept within reasonable bounds."); 671122 Ontario Ltd. v. Canadian Tire Corp., [1996] O.J. No. 2539 (Ont. Gen. Div.) at paras. 8-9; Caputo v. Imperial Tobacco Ltd., [2003] O.J. No. 2269 (Ont. S.C.J.). The court has the power to restrict an examination for discovery that is onerous or abusive: Andersen v. St. Jude Medical Inc., [2007] O.J. No. 5383 (Ont. Master).*

• *The witness on an examination for discovery may be questioned for hearsay evidence because an examination for discovery requires the witness to give not only his or her knowledge but his or her information and belief about the matters in issue: Van Horn v. Verrall (1911), 3 O.W.N. 439 (Ont. C.A.); Rubinoff v. Newton (1966), [1967] 1 O.R. 402 (Ont. H.C.); Kay v. Posluns (1989), 71 O.R. (2d) 238 (Ont. H.C.).*

> • *The witness on an examination for discovery may be questioned about the party's position on questions of law: Six Nations of the Grand River Band v. Canada (Attorney General) (2000), 48 O.R. (3d) 377 (Ont. Div. Ct.).*

[31] Furthermore, the case law has held that a proper question "which may lead to evidence that could legitimately influence the judge hearing the motion should be allowed." (see: Hemming *v. Oriole Media Corp.,* 2022 ONSC 4386, at para. 48, citing *Inco v. McGrath,* 2005 CarswellOnt 2651 at para. 27).

[32] In considering whether a party should answer a question that he or she argues is irrelevant, *"the court must first determine whether the question is relevant by having reference to the pleadings.* Even if the question is relevant, the Court must consider the proportionality principles set out in Rule 29.2.03. (see: *Blais v. Toronto Area Transit Operating Authority,* 2011 ONSC 1880 at para. 15).

The Refusals

[33] Keeping these principles in mind, and considering the submissions of counsel, I now turn to the specific refusals.

Refusal #1 – Question 177

[34] The Defendants asked the Plaintiff to contact RBC and request that it provide, and that she produce, a copy of its mortgage file. The Defendants submit that this information is relevant to their limitations defence as it may provide information about what the Plaintiff knew and when she knew it.

[35] The Plaintiff states that the term "mortgage" documents unclear and speculative, that it is not within her power or control to obtain anything from RBC, that she does not know if there is a "file of mortgage documents", that the information may be privileged and confidential, that the documents are not relevant to her claim if they were not brought

to the Defendants' attention, that the Defendants have produced all the mortgage documents, and that the question is not specific or precise and is a "fishing expedition."

[36] I asked the Plaintiff whether she made any attempt to contact RBC for this information, and her response was quite vague. She said that she made a call to the bank's head office or maybe to a branch but did not receive a response. The Plaintiff did not make a written request for the requested information from RBC.

[37] In any event, I agree with the Defendants' submission that the question is clearly relevant. I am not persuaded by any of the Plaintiff's reasons for refusing to answer this question. Therefore, the Plaintiff shall (a) within 30 days of the date of this order, write to the branch of the RBC which arranged for the mortgage requesting the information, and she shall provide a copy of the written request to the Defendants' counsel, and (b) provide the Defendant's counsel with a copy of RBC's response to the said request, if a response is received, and copies of the mortgage documents, if provided, to the Defendants' counsel with forthwith following her receipt of the same.

Refusal #2 – Question 457

[38] The Plaintiff was asked to provide any records relating to any appraisal of the Property which was done in 2015 when First Ontario put a mortgage on the Property. The Plaintiff submits that this information is relevant to the issue of damages.

[39] The Plaintiff submits that the information sought is irrelevant, that the information is not under her power or control, and that the appraisal may not exist.

[40] In my view, the information sought is relevant to the issue of damages. The damage amount claimed by the Plaintiff is significant and the Defendants are entitled to explore the basis for the claim. At question 456 of the Plaintiff's transcript, she was asked whether such an appraisal was done, and she answered, *"I'd have to look."* There is no evidence that the Plaintiff "looked" for the information. Therefore, it is not possible to

conclude that it is not under her control or that it does not exist. If the Plaintiff is not in possession of the said appraisal, she is able to ask First Ontario whether it obtained an appraisal and, if so, to ask for a copy of it.

[41] Therefore, (a) the Plaintiff shall, within 30 days of the date of this order, search her own records to determine if she has such an appraisal, and if she is in possession of it, she shall provide a copy of it to the Defendants' counsel, (b) if the Plaintiff is not in possession of such an appraisal, she shall, (i) forthwith following the determination that she is not in possession of it, write to First Ontario asking whether it has an appraisal of the Property and, if so, to provide a copy to her, and she shall provide a copy of the written request to the Defendants' counsel, and (ii) provide a copy of First Ontario's response to the said request, if a response is received, and copy of the appraisal, if provided, to the Defendants' counsel forthwith following her receipt of the same.

Refusals #3 and #4 – Questions 589, 623 and 631

[42] These refusals were dealt with together. The Defendants requested that the Plaintiff obtain and produce a copy of Mr. Daryn Veld's entire file, and to produce all drafts of the cohabitation agreement between the Plaintiff and Keith. Mr. Veld was the mediator engaged by the Plaintiff and Keith to draft a cohabitation agreement for them. The Defendants submit that the information contained in Mr. Veld's file and the draft cohabitation agreements could contain information about the ownership of the Property, which is relevant to the question about when and what the Plaintiff knew about the status of its ownership, which is a significant issue in this action.

[43] In response, the Plaintiff submits that she does not know if the file exists, that the matters discussed with Mr. Veld and the cohabitation agreements were confidential, the discussions with Mr. Veld and the cohabitation agreement(s) are privileged, that the information sought, including the cohabitation agreement(s) are immaterial, that the

questions are overly broad and a “fishing expedition”, and that the cohabitation agreements “were unsigned and therefore do not contain fact”.

[44] I do not accept the Plaintiff’s submissions. The information sought is clearly relevant to an important issue in this action. At questions 591 and 592 of her discovery transcript, the Plaintiff stated that she did not recall what was discussed with Mr. Veld in terms of the ownership of the Property. I do not think it is unreasonable to suspect that Mr. Veld is likely to have information in his possession which will shed light on this issue. The information sought may contain confidential information, but the Court of Appeal for Ontario has stated at paragraph 1 in *Kitchenham v. Axa Insurance Canada,* 2008 ONCA 877:

> *Civil litigants are compelled in the discovery process to disclose information to their opponents. Forced disclosure can compromise a litigant's legitimate interest in maintaining the confidentiality of documents and information. However, interference with that privacy interest is justified as essential to a fair and accurate resolution of the litigation. Various judicial and legislative means have been developed to limit the interference with privacy interests to the confines of the litigation in which the disclosure is compelled. In Ontario, the deemed undertaking, created by rule 30.1 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, protects privacy interests by controlling the use of information outside of the litigation in which it was obtained by way of compelled disclosure.*

[45] The information sought is not privileged. Moreover, the Defendants are not in a position to request the information from Mr. Veld, but the Plaintiff is able to do so.

[46] Therefore, the Plaintiff shall (a) within 30 days of the date of this order, write to Mr. Veld requesting that he provide copies of his file relating to services he provided to the Plaintiff and Keith, including copies of any drafts of the cohabitation agreement, and she shall provide a copy of the written request to the Defendants’ counsel, and (b) provide the Defendant’s counsel with a copy of Mr. Veld’s response to the said request, if a

response is received, and copies of any documents received, to the Defendants' counsel forthwith following her receipt of the same.

Refusal #5 – Question 727

[47] The Defendants seek copies of the continuing record file in relation to the family law proceedings between the Plaintiff and Keith, including any final order (which is referenced at questions 732 and 733 of the Plaintiff's discovery transcript). The Defendants submit that the file may contain information in relation to the Property, and if so, would indicate what the Plaintiff knew about it, which is a relevant issue in this action. The Defendants submit that they have been able to access some of the information from the public record, but not all of it, and that some of the information may only be accessible to the litigants in the proceeding.

[48] The Plaintiff submits that the time and expense to obtain the information is unreasonable, that the information is available to the Defendants, the continuing record contains pleadings which are allegations of fact and not evidence, that requiring the her to obtain the information would result in her breaking litigation privilege, the question is not a question, and that the request is overly broad and a "fishing expedition".

[49] Again, I disagree with the Plaintiff's submissions. The claim of litigation privilege has no merit. Litigation privilege *"expires with the litigation of which it was born."* (see *Blank v. Canada (Minister of Justice),* [2006] 2 S.C.R. 319, at para. 8).

[50] As previously stated, the Plaintiff has alleged, among other things, that she was not aware she was conveying the Property from herself to herself and Keith at the time she signed the documents. She claims the Defendants breached their contractual and professional obligations for which she seeks substantial damages. These are serious allegations, which the Defendants deny. As noted above, the Defendants have pleaded, among other things, that the Plaintiff was aware of the nature and effect of the documents

she was signing. Therefore, her knowledge about the dealings with the Property as between herself and Keith is clearly relevant to the issues in this proceeding. It is not unreasonable to suspect that the Property was an issue in the family law proceedings between the Plaintiff and Keith. The Defendants have not been able to obtain copies of the complete family law file from the Court. However, the Plaintiff, as a party to that proceeding, is likely able to do so. I do not consider the time, effort and expense to the Plaintiff in doing so to be particularly onerous or unreasonable. I am mindful that the said court file may include information which is not relevant or be of a confidential nature, but I, once again, refer to the passage from *Kitchenham,* above.

[51] Therefore, the Plaintiff shall, (a) within 30 days of the date of this order, make a written request for copies of the documents in the said family law proceedings from the court in which the proceedings took place, and she shall provide a copy of the said written request to the Defendants' counsel, and (b) provide copies of the said documents received from the court, to the Defendants' counsel, forthwith following her receipt of the same.

Refusal #6 – Question 734

[52] The Defendants asked the Plaintiff to produce a copy of Ms. VanderSpek's entire file. Ms. VanderSpek is the lawyer who represented the Plaintiff in the family proceedings. The Defendants recognise that such a request raises concerns about solicitor-client privilege but submit that not all documents in the lawyer's file will be privileged, and that the documents should, initially, be set out in Schedule B to the Plaintiff's affidavit of documents, after which time, the claim of privilege can be further assessed. Once again, the Defendants submit, that the documents requested go to the issue of when the Plaintiff discovered the transfer of the Property had taken place, which is relevant to the limitations defence.

[53] The Plaintiff submits that the question was not a proper question, that the information requested is privileged, that the question is overly broad, that the request amounts to a “fishing expedition”, that answering the request would cause delay and her to incur unreasonable expense, that answering the question is disproportionate, that the information sought is immaterial, and that the information provided to her by Ms. VanderSpek was opinion, not fact.

[54] I suspect that some of the information in Ms. VanderSpek’s file is subject to solicitor-client privilege, and to that extent, I agree with the Plaintiff’s submissions. I, however, reject the balance of the Plaintiff’s submissions. Such privileged information does not need to be produced, but to the extent that Ms. VanderSpek’s file contains relevant documents which are not privileged, the Plaintiff should produce those documents.

[55] To determine which documents in Ms. VanderSpek’s file are privileged and relevant, the Plaintiff shall, within 30 days of the date of this order, write to Ms. VanderSpek requesting copies of all the documents in her file for the Plaintiff’s family proceedings be sent to her. The Plaintiff shall advise the Defendant’s counsel in writing as soon as that request has been made, but she is not required to provide a copy of the written request made to Ms. VanderSpek. Once she has received the documents from Ms. VanderSpek, the Plaintiff shall, within 30 days of having received them, prepare and serve upon the Defendants’ counsel, a supplementary affidavit of documents, listing in separate schedules as required by subrule 30.03(2), any relevant documents that she does not object to producing, and those documents over which she claims privilege and the grounds for the claim. The Plaintiff shall ensure that each of the documents listed in the separate schedules are described by date and with sufficient particularity as to the nature of the document. The Plaintiff shall serve copies of the any such relevant documents that she does not object to producing upon the Defendants’ counsel forthwith after receiving them. The Defendants shall be at liberty to challenge the Plaintiff’s claims

of privilege over any such documents by making a subsequent motion on proper notice, if they deem it advisable.

The Undertakings

[56] It is well established that an "undertaking", whether given by the person examined or his or her counsel is an acknowledgement that the question is proper, but the person is unable to answer it at the time it is asked. The failure to answer an undertaking is deemed to be a refusal if it is not answered within 60 days after it has been provided. (see subrule 31,07(1)(c)) and the person is then subject to being compelled to provide the answer on a motion to the Court (see *S.E. Lyons & Son Ltd. v. Nawoc Holdings Ltd.,* 1978 CarswellOnt 426 (S.C. – Master, at para. 4).

[57] I will now deal with the undertakings in issue.

Undertaking #1 – Question 120

[58] The Plaintiff undertook to make best efforts to produce a copy of the document referred to as the attached in the January 2017 letter, found at Tab 1 to the Plaintiff's Supplementary Affidavit of Documents. Based on question 118 of the Plaintiff's discovery transcript, the question put to the Plaintiff referenced a sentence in the said letter which read, *"He also made contributions to my home. We have together created a list with prices. See attached."* It is that attached document which the Defendants seek.

[59] The Plaintiff's response was, "I used best efforts and was unable to locate this document and to the best of my knowledge and belief, it does not exist."

[60] The Defendants' complaint about the answer provided is that the Plaintiff does not state what efforts she made to locate the document.

[61] The issue of what constitutes “best efforts” in answering an undertaking was discussed in *Gheslaghi v. Kassis,* [2003] O.J. No. 5196 (S.C.J.), where, at paragraph 7, Justice Power stated:

> *A promise to use one’s best efforts is, in my opinion, an undertaking - an undertaking that must be complied with. On the one hand, it is not a guarantee that the relevant information/documents will be produced. The promise, or undertaking, cannot be ignored. A promise to use one’s best efforts, as aforesaid, is an undrtaking which a court will enforce and, in appropriate cases, apply sanctions for non-performance where serious efforts have not been undertaken. “Best efforts” mean just what one would expect the words to mean. The words mean that counsel and his/her client will make a genuine and substantial search for the requested information and/or documentation. The undertaking is not to be taken lightly - a cursory inquiry is not good enough. The word “best” is, of course, the superlative of the adjective “good” (good-better-best) and must be interpreted in that light. If a party and/or counsel is/are not able to discover the subject of the undertaking, he/she/it must be able to satisfy a court that a real and substantial effort has been made to seek out what is being requested by the other party. Like any undertaking made during an examination for discovery, a promise to use one’s best efforts may be enforced under Rules 31 and 34 and through the court’s inherent jurisdiction to prevent abuses.*

[62] I am not satisfied that the Plaintiff’s answer shows that she made a *“genuine and substantial search”* for the requested document. Therefore, the Plaintiff shall, within 30 days of the date of this order, provide the details of the efforts she made to locate the document.

Undertaking #5 – Question 672 and Undertaking #7 – Question 742

[63] Although these questions were highlighted in the Defendants’ Compendium, the Defendants’ counsel advised the Court that no order was being sought in relation to this question. I have mentioned it for the sake of noting that they were discussed at the hearing but make no further comment about them.

Undertaking #9 – Questions 748 and 749

[64] The Plaintiff undertook to review the invoices she received from Ms. VanderSpek at Tab 39 of her productions and provide copies of any relevant information for what has been redacted, and to provide a breakdown of how Ms. VanderSpek's fees relate to the Plaintiff's claim against the Defendants.

[65] I have read the Plaintiff's answer to this undertaking, and, simply put, it is not responsive to the actual undertaking given.

[66] The Plaintiff, therefore, shall, within 30 days of the date of this order provide a full, complete and proper answer to this undertaking.

Undertaking #10 – Questions 768-769

[67] The Plaintiff undertook to provide an explanation for how her damage claim is quantified.

[68] The Plaintiff's answer to the undertaking was, "The question is not proper and is unanswerable due to the fact that it is unclear and arguable."

[69] The Plaintiff's position on this point is completely untenable and without merit. The Plaintiff shall, within 30 days of the date of this order, provide the Defendants' counsel with a full, complete and proper response to this undertaking.

Undertaking #13 – Question 782

[70] The Plaintiff under undertook, with respect to paragraph 35(g) of her statement of claim, to advise whether in the circumstances of the joint retainer, it is the Plaintiff's position the Defendant, Joshua R. Bond, should have given specific legal advice with respect to her situation.

[71] The Plaintiff's response to this undertaking was as follows:

> *"The question at 782 is unclear, vague and argumentative. Mr. Bond knew that I had placed my trust in him and he did not properly advise me in the circumstances. The question does not address what specific advice means or includes or if I should have been advised to get independent legal advice. If an answer is needed, the answer is yes."*

[72] In my view, the question posed to the Plaintiff and the undertaking were both quite clear. Taking issue with the question, as the Plaintiff is now doing, is without merit. The answer provided by her is vague and unclear.

[73] Therefore, the Plaintiff shall, within 30 days of the date of this order, provide a full, complete, clear and proper answer to the undertaking to the Defendants.

Undertaking #15 – Question 786

[74] The Plaintiff undertook to advise of any witnesses she will be relying on at trial.

[75] The Plaintiff's response to this undertaking was, *"Will advise".* This is not a proper or responsive answer to the undertaking.

[76] Therefore, the Plaintiff shall, within 30 days of the date of this order, provide a full, complete, clear and proper answer to this undertaking to the Defendants.

Additional Orders

[77] In addition to the orders described above,

a. the Plaintiff shall, within 60 days of providing the answers to the undertakings and refusals as ordered, attend a continuation of her examination for discovery to answer all proper questions arising from the answers provided, and

b. the Plaintiff shall include in her supplementary affidavit of documents as ordered above, such additional documents that she may have found in the course of providing the answers to the undertakings and refusals as ordered, which are not already included in her affidavit of documents.

Costs

[78] Both parties made submissions on costs, and both parties sought costs in the event they were successful on the motions.

[79] The Defendants submitted that the Plaintiff, as a self-represented party, would only be entitled to nominal costs in the event the Court was inclined to grant a cost award to her. However, because the Plaintiff was completely unsuccessful on her motion and the Defendants' Motion, she is not entitled to costs in any event. Therefore, I do not need to address the question of her entitlement to costs as a self-represented litigant.

[80] Since the Defendants were completely successful on both motions, they are entitled to their costs.

[81] I note that both parties prepared bills of costs/cost outlines. The Plaintiff's bill of costs totalled $6,303.00. The total of the Defendants' revised cost outline seeks partial indemnity costs is $6,436.54. This reflects a 25 percent reduction to account for the resolution of some of the issues prior to the hearing. Even though the Plaintiff is not entitled to any costs, I have mentioned her cost outline as I am of the view that it is an indication of what she reasonably expected to pay if she was unsuccessful.

[82] While I am mindful that the Plaintiff is self-represented, she did file comprehensive motion materials, including a factum, and she appeared and made fulsome submissions to the Court. Despite that, the Plaintiff's Motion was completely without merit, as was the

position the Plaintiff took on the Defendants' Motion. Consequently, the Defendants were required to incur the costs of responding to her motion and bringing their motion.

[83] Therefore, in exercising my discretion with respect to costs, I have reviewed and considered the Defendants' cost outline, and the factors set out in subrule 57.01(1), and order the Plaintiff to pay the costs of both motions to the Defendants fixed in the total amount of $6,000.00, inclusive of disbursements and taxes, within 30 days of the date of this order.

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Associate Justice J. Kriwetz

Released: January 8, 2026

CITATION: Wilson-Dick v. Bond et al., 2026 ONSC 161
COURT FILE NO.: CV-21-75043
DATE: 2026-01-08

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

KATHRYN ANN TAMMY WILSON-DICK

Plaintiff

- and –

JOSHUA R. BOND and MARTIN SHEPPARD FRASER LLP

Defendants

REASONS FOR JUDGMENT

Associate Justice Kriwetz

Released: January 8, 2026