

CITATION: Muddiman v. Muddiman et al., 2026 ONSC 341
COURT FILE NO.: CV-22-00680644-00ES
DATE: 20260116

SUPERIOR COURT OF JUSTICE – ONTARIO

IN THE MATTER OF THE GUARDIANSHIP OF ELIZABETH MUDDIMAN

RE: Richard Allen Muddiman, Applicant (Moving Party)

AND:

Elizabeth Margaret Muddiman, George Scott Muddiman, Jane Muddiman in her capacity as Estate Trustee of the Estate of Robert William Muddiman, Deborah Jane Taylor and the Public Guardian and Trustee, Respondents

BEFORE: C. Gilmore, J.

COUNSEL: The Applicant appeared on his own behalf

Jonathan Kappy, Counsel for the Responding Parties George Scott Muddiman, Jane Muddiman and Deborah Jane Taylor.

Edgar-Andre Montigny as s.3 counsel for Elizabeth Margaret Muddiman.

HEARD: January 9, 2026

RULING ON MOTION

Introduction

- [1] The Moving Party, Richard Allen Muddiman (“Richard”), brings this production motion against his siblings George Scott Muddiman (“Scott”) and Deborah Jane Taylor (“Deborah”). The Respondent Jane Muddiman (“Jane”) is the wife and Estate Trustee of the late Robert William Muddiman (“Rob”) who died in 2019. Rob was Richard, Scott and Deborah’s brother. Rob’s Estate has been entirely administered. There are no remaining assets in Rob’s Estate.
- [2] Richard represented himself for this motion. He filed thousands of pages of materials for a one-hour motion. To his credit, he was able to articulate his position by way of a written summary which took about 30 minutes for him to read.
- [3] The Respondent Elizabeth Margaret Muddiman (“Betty”) is the mother of Richard, Scott, Deborah and Rob. She is 95 years old and incapable. The parties are in the process of arranging an independent Guardian of Property for Betty. By agreement, Scott will resign

- as his mother's Attorney for Property and Deborah will renounce her appointment as alternate Attorney for Property for Betty once a new Guardian is appointed. In the interim, Mr. Montigny remains her s. 3 counsel. Mr. Montigny did not make any submissions on behalf of Betty at this motion.
- [4] Mr. Montigny filed a report to the court dated November 28, 2025, on behalf of Betty after an interview with Betty on October 29, 2025. Betty does not want to be involved in this litigation and given her lack of capacity, it is unlikely she would understand the reason for this motion, or the relief sought.
- [5] Betty's husband and the father of Richard, Scott, Deborah and Rob was George Muddiman ("George"). George was a well-educated and successful businessman. He died in 2009. Betty was the sole beneficiary of his Estate.
- [6] George started Process Equipment Limited ("Process") in 1978. Scott worked at Process for over 40 years. When Scott started working at Process in 1978, its revenues were \$400,000. By 1992, its revenues were \$900,000. When George retired in 1992, Scott took over Process. Scott sold 51% of Process in 1999 when its revenues were \$2.9M. When Scott retired in 2017, its revenues were in excess of \$15M.
- [7] Rob graduated from Queen's University in 1979 with a degree in Mechanical Engineering. He began working in the family business in 1980 at Proquip Valves Inc. ("Proquip"). He eventually purchased Proquip from his father. In 1997, Rob sold Proquip to Velan and then worked for Velan for a few years before starting his own company, SMX, which he eventually sold for USD\$15M.
- [8] While Deborah was not involved in the family businesses, she is a CPA and had her own successful career as a partner at KPMG. She does not deny that her mother loaned her \$500,000 to buy a property in South Carolina for which she paid her mother \$1,000 in cash each month as interest on the loan. However, that loan was forgiven by Betty in the Loan Forgiveness Memo in 2018, as were all of her siblings' loans. Deborah has always paid all of the expenses associated with the South Carolina property and denies Richard's allegation that the South Carolina property is actually owned by Betty.
- [9] In the underlying Application, Richard sought the following: a declaration that his mother was incapable; appointment of s. 3 counsel for Betty; and an order to be appointed her guardian or that a neutral guardian be appointed for her. As set out above, this relief has been settled by way an agreement of the parties recorded in my endorsement of December 3, 2025.
- [10] The balance of Richard's Application seeks an order that his siblings and Rob's Estate pass their Attorneyship accounts, as well as significant disclosure with respect to Betty's assets and loans allegedly owed to Betty, the Transfer Agreement, all documents related to SMX International Canada Inc. ("SMX"), Proquip Limited ("Proquip"), Grayloc Products of Canada Ltd. ("Grayloc"), Oakada Holdings Inc. ("Oakada"), PVI Inc. ("PVI"), Mudco Investments Inc. ("Mudco"), 734482 Ontario Inc. ("734"), Process Equipment Ltd.

(“Process”) and Zook Industries Inc. (“Zook”), lawyers notes and files related to George and Betty’s estate planning, and all financial records for George and Betty held by their accountants.

[11] The parties will attend a scheduling appointment in early February 2026 to set a date for the next steps in this Application which has now been outstanding for over three years.

[12] The relief sought by Richard on this motion may be summarized as follows:

- a. A finding of contempt against Scott, Deborah and Jane (as Trustee for Rob’s Estate) (“the sibling Respondents” or “the siblings”) for failing to comply with paragraph two of Sanfilippo J.’s order dated June 20, 2023 (“the June 2023 Order”).
- b. An order requiring the sibling Respondents to immediately comply with the June 2023 Order and provide all corporate records related to the corporate reorganization of the family businesses in their control from 1990 forward and related to the following entities:
 - i. Oakada Holdings Inc.;
 - ii. Mudfam Holdings Inc.;
 - iii. Process Equipment Limited;
 - iv. Proquip Limited;
 - v. PVI Inc.;
 - vi. Proquip Valves Ltd.;
 - vii. Mudco Investments Inc.;
 - viii. Scott Muddiman Family Trust;
 - ix. Rob Muddiman Family Trust, and;
 - x. 734482 Ontario Inc.,
- c. An order for production of an Affidavit of Documents within 60 days.
- d. Leave to permit written interrogatories on the exhibits attached to the sibling Respondents’ affidavits which shall be answered by affidavit within 60 days of receipt of the questions.
- e. Lawyers’ files and notes related to the sale of SMX including any lawyer at Scarfone Hawkins.

- f. Lawyers' files and notes related to the defence of Oakada in Ontario Civil Action no. 09-375467, including David Delagran or any lawyer at Beard Winter.
 - g. A copy of the Royalty Agreement dated on or about May 13, 2013.
 - h. Any agreement between McMud Holdings Inc. and PVI Inc. referred to in Scott's affidavit dated February 10, 2023.
 - i. All agreements relating to the sale of Process to HTV Industries Inc., including the Asset Purchase Agreement dated September 1, 1999, the Trademark License Agreement dated September 1, 1999, the financial statements of Zook from 1997 to present, and loan, lease and employment agreements between George and Zook and HTV from January 1, 2009 to present.
- [13] In addition to the productions sought by Richard from third parties involved in the 2000-2003 reorganization, Richard seeks the following documents:
- a. The Asset Purchase Agreement referred to in the preamble of the Royalty Agreement.
 - b. The Agreement which terminates the Royalty Agreement;
 - c. The Agreement between McMud Holdings Inc. and PVI Inc.
 - d. The Lease Agreement between 734 (formerly Process) and Zook from 2000 to present. Richard alleges this agreement represents income for Process which has not been declared to Betty in contravention of the Transfer Agreement and the Share Subscription Agreement.
 - e. All invoices from Deborah rendered to Betty and PVI from January 1, 2009 to present.
 - f. All of Betty's tax returns from 2012 to present.
 - g. All tax returns and financial statements for PVI from 2013 forward which Richard believes are in Deborah's possession.
 - h. An Attorneyship Passing of Accounts from Scott from 2013 to present.
 - i. All records from Curtis Link and his accounting firm from July 1, 1990 to present which relates to all of the entities encompassed by the June 2023 Order.
 - j. All records related to Scott's fraudulent amalgamation of Oakada on September 1, 2011.
 - k. All records from October 14, 2005 to present related to the sale of SMX to Grayloc, as Richard claims that SMX is simply a continuation of Proquip.

1. All emails between the sibling Respondents and Betty's accountants, lawyers and financial advisors from January 1, 2007 forward. Richard claims that Deborah sent emails impersonating Betty and that an active conspiracy took place to deprive Elizabeth of her income and property.
- [14] There is serious animosity between Richard and his siblings. His siblings describe Richard as incapable of supporting himself and that their parents were often called upon to pay for his financial missteps. They submit that Betty loaned Richard over \$243,000 between 2011 and 2018. The loan has not been repaid. In accordance with the 2018 Loan Forgiveness Memo, all amounts owed by Richard and his siblings to their parents were forgiven. As of the date of the Loan Forgiveness Memo, the sibling Respondents allege that Richard owed Betty over \$530,000 plus interest. The entire amount was forgiven. Loans made to Deborah and Rob of \$500,000 each were also forgiven in the Forgiveness Memo.
- [15] At the time of the Loan Forgiveness Memo, Scott owed his mother \$224,000. Betty forgave the \$224,000 and gave Scott a further \$297,000 to equalize the amounts as between the siblings.
- [16] The sibling Respondents allege that Richard's motivation in this Application is to assert that his siblings owe their mother money in order to maximize the ultimate value of her Estate. They allege that Richard waited to make his claims until after his father died and his mother became incapable such that they were unable to confirm historical agreements they had with Rob and Scott.
- [17] According to his siblings, Richard arranged for Betty to sign a codicil to her Will in 2016, removing the requirement that Richard's share of her Estate be held in trust, manipulated Betty into sending a letter to her accountant instructing him to send money to Richard and manipulated Betty into sending a letter to her lawyers to sell certain property and provide 1/3 of the proceeds to Richard. The sibling Respondents submit that Richard went to Rob's bank and attempted to impersonate Rob in order to obtain a loan. The bank was suspicious and contacted Rob at work. According to sibling Respondents, Richard was given or took far more financial support than any of the other siblings and took advantage of his parents as a result of his many failed business ventures.
- [18] Richard does not really deny these allegations but submits that any criticism of his conduct pales by comparison to the scheming behaviour of his brothers who deprived their parents of hundreds of thousands of dollars through their manipulation of various corporate reorganizations and failure to pay agreed upon amounts pursuant to the Transfer Agreement. Richard seeks disclosure of these transactions to permit him to trace what he says his siblings owe back to their mother.

The Contempt Relief

- [19] In the June 2023 Order, Sanfilippo J. gave directions at a Case Conference. The relevant provisions of his Order are set out below:

Party Productions

2. THIS COURT ORDERS the parties shall produce to each other the following documents in their possession:

a. corporate records with respect to the implementation of the 1990 corporate reorganization by the Muddiman family of Process Equipment Limited, Proquip Limited and PVI Inc., amongst others;

b. corporate records with respect to the implementation of the 1993 corporate reorganization by the Muddiman family and implemented by George Robert Muddiman, PVI Inc., Mudfam Holdings Inc., Process Equipment Limited, among others;

c. corporate records with respect to the implementation of the 1994 corporate reorganization by the Muddiman family of Process Equipment Limited, Proquip Valves Ltd. and PVI Inc.;

- [20] Richard claims he has received none of the abovementioned documents. Richard submits that he obtained this Order after a Case Conference in which Mr. Kappy, counsel to the sibling Respondents, vociferously objected to the scope of the productions. According to Richard, Mr. Kappy's arguments did not prevail.
- [21] Mr. Kappy does not agree. He submits that the scope of productions was not in issue and the order was made on consent.
- [22] Richard claims the sibling Respondents have engaged in filibustering as a delay tactic, as well as questioning his standing and integrity, but have failed to produce the required documents after two years. He submits that this motion is not the proper forum to argue about issues related to limitation periods and standing. The sole issue before the court is the sibling Respondents' contempt and their requirement to produce the documents as ordered.
- [23] Richard submits that the use of the word "corporate records" by Sanfilippo J. should be interpreted to mean tax returns, financial statements and minutes of shareholder meetings. Further, the use of the word "implementation" in the June 2023 Order should be interpreted to mean i) execution and action, ii) operationalization, and iii) compliance. The scope of the records was specifically set out as encompassing the 1990, 1993 and 1994 corporate reorganizations.
- [24] The 1993 reorganization included Commission Agreements to which Mudfam Holdings Inc. is a party. As such, Mudfam is a relevant company for which disclosure should be provided.
- [25] The 1994 reorganization included Management Consulting Agreements. As Oakada is a party to those agreements, Oakada is a relevant company for which disclosure should be provided.

- [26] The 1994 reorganization included Share Subscription and Transfer Agreements. Those agreements involved McMud Holdings Inc., Mudco Investments Inc., the Scott Muddiman Family Trust and the Rob Muddiman Family Trust. As such, those entities are also encompassed in the June 2023 Order.
- [27] In summary, all of the entities described above (in addition to the entities set out in the June 2023 Order) should be included in the “among others” referenced in the Order.
- [28] On August 4, 2025, Richard sent a demand letter to Mr. Kappy explicitly requesting the required productions. He submits that the sibling Respondents remain in “bald defiance” of the June 2023 Order. Further, the productions sought are easily accessible through his parents’ longtime accountant, Curtis Link.
- [29] The sibling Respondents submit they are not in contempt. They have provided the Applicant with the following disclosure:
- a. The reporting letter of David Bowker, dated August 30, 1990, and the corporate documents related to the 1990 reorganization.
 - b. Corporate documents related to the 1993 and 1994 reorganization.
- [30] The sibling Respondents take the position that the June 2023 Order requires production of specific documents for specific periods of time. Further, there are limiting provisions in the June 2023 Order which limit production from George’s lawyers to the reorganizations which took place between January 1, 1992 and January 1, 1995.
- [31] The Applicant seeks documents from third party entities who participated in the reorganizations from 1990 to the present. Bluntly stated, Richard seeks corporate records for 10 corporations for a 35-year period. The sibling Respondents submit that is not the intent of the June 2023 Order.

Analysis

- [32] In *Carey v. Laiken*, 2015 SCC 17, [2015] 2 S.C.R. 79, the Supreme Court of Canada stated that civil contempt requires “proof beyond a reasonable doubt of an intentional act or omission that is in breach of a clear order of which the alleged contemnor has had notice”: at para. 38. Three elements are required in order to prove civil contempt beyond a reasonable doubt:
- a. The order alleged to have been breached must clearly state what should and should not be done.
 - b. The party alleged to have breached the order must have actual knowledge of the order.
 - c. The alleged contemnor must have intentionally done the act the order prohibits or intentionally failed to do what the order compels: *Carey*, at paras. 32-35.

- [33] The threshold is a high one as it is a criminal and not a civil standard of proof. In Ontario, civil contempt proceedings are governed by Rule 60.11 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.
- [34] In terms of the required elements, it is clear that the sibling Respondents had actual knowledge of the June 2023 Order. This is not contested.
- [35] With respect to the first and third elements, I find that this is not a matter of contempt, but rather a matter of interpretation. Richard claims that the sibling Respondents have intentionally breached the June 2023 Order being fully aware of what was required of them but failing to fulfill those requirements.
- [36] The sibling Respondents submit that they are well aware of the terms of the subject Order and have complied with them.
- [37] I do not find that the sibling Respondents can be found to have deliberately failed to provide the required productions. The real issue in this case is the interpretation of the scope of those productions. If Richard's interpretation of the scope of the productions is correct, then more disclosure will be ordered. If his interpretation is incorrect, the productions made to date will be deemed to be in compliance and sufficient.
- [38] In summary, I find that request for a finding of contempt is overreaching and unnecessary and that relief is dismissed.

What Further Productions should be Ordered, If Any?

- [39] By way of background, the Muddiman family businesses underwent a series of reorganizations in the early 1990s. In that reorganization, Scott acquired Process and Rob acquired Proquip from George. Scott and Rob's financial obligations to their father with respect to those acquisitions evolved over time, including a reduction in their financial obligations. Richard was not involved in the reorganizations, or the discussions related to them.
- [40] The original Commission Agreement and Management Consulting Agreement related to the reorganization required payments from Rob and Scott to their parents. However, Rob paid off his Proquip obligations in 1998 when he sold Proquip. Rob had no further obligations to his parents after 1998. He did, however, take an unrelated loan from his parents which he was required to repay.
- [41] Richard insists that Rob and Scott failed to honour their obligation to their parents under the Transfer Agreement and as outlined in the Management Consulting Agreement and the Commission Agreements. Copies of all of those agreements were provided to Richard in 2023. There has never been any allegation that George did not have capacity. As such, there is no indication that George was unhappy with the payments received under the Agreements or that he took steps to enforce any allegedly missing payments. Scott's evidence is that he made the required payments under the Agreement until 1999, when he sold Process to HTV (the parent company of Zook).

- [42] In 1999, Scott sold 51% of Process to Zook. New financial arrangements between Scott and his parents were put into place by way of the Trade Licensing Agreement dated September 1, 1999, and a Royalty Agreement. Copies of those agreements were also provided to Richard in 2023. Scott's evidence is that he made payments under the Royalty Agreement until May 2013, when the Royalty Agreement terminated. Scott's position is that he made all required payments under the Transfer Agreement and subsequently the Royalty Agreement. Again, George had capacity at that time and there is no evidence that he objected to the payment arrangement under the Royalty Agreement.
- [43] When Scott retired, his obligations under the Trade Licensing Agreement ended and he paid off any remaining amount owing. Scott then borrowed \$220,000 from his mother. Pursuant to a loan agreement signed in 2015 by Scott and Betty, the loan was to have been completely repaid in 2020. However, Betty forgave the loan in 2018 by way of the Loan Forgiveness Memo.
- [44] There is no evidence that George ever questioned Rob's payments under the Management Agreements. When Rob sold Proquip to Velan, the Management Agreements were replaced by a new agreement between McMud and PVI. The total debt owed to PVI of \$770,000 was paid on March 31, 2010. A copy of an email from Mr. Curtis Link confirming all of this was provided to Richard in 2023.
- [45] Another allegation by Richard is that neither Rob nor Scott honored the Coattail Provision in the 1994 Transfer Agreement which provided that Rob and Scott would pay their father a percentage on the sale of Process and Proquip. Scott obtained a release from the Coattail Provision from his parents prior to the sale of Process in March 1998. Scott assumes that Rob obtained the same release.
- [46] As mentioned above, Betty forgave all amounts owed to her by her children including all amounts owed to her by Richard in the 2018 Loan Forgiveness Memo.
- [47] Richard focuses on 2007 when Scott and Rob stopped making payments to their parents. The background to this arrangement is set out in a memo to Rob and Scott from Curtis Link dated August 22, 2007. While the memo does recite that the termination of the payments will affect the parents' income stream, he also opines that Scott and Rob bought their respective companies from their father based on an unrealistically inflated amount. As such, Mr. Link recommended that payments from Rob and Scott cease in order to reflect the over-market value payment for the businesses at first instance.
- [48] Richard also makes complaints about his siblings' stewardship of their mother's affairs. Scott's evidence is that prior to his mother being found incapable, he helped her with her banking and her investments but solely on her direction. Betty also made Scott a joint account holder on her accounts with Scotiabank and Bank of Montreal for convenience. Betty was declared incapable of managing her property on December 3, 2025. Prior to that, she is deemed to have had capacity over her affairs. At no time did Betty raise any complaint about Scott's involvement with her financial affairs or seek to have him removed as her Attorney for Property.

[49] Richard argues that the records he is seeking are relevant because they relate to the underlying claims in the Application and provide evidence of payments purportedly made to his parents. He submits that the Indemnification Agreements remain in effect and that Scott and Rob have continuing financial obligations to their parents (and now their mother) for the rest of her life.

Analysis

[50] While this may be an issue for the hearing of the Application or a pre-hearing motion, the court queries Richard's standing to bring this Application and thus the within motion. Richard has not personally suffered any damages. If there are damages, they would, according to Richard's allegations, have been suffered by Betty. Betty has never brought any claim for damages against Scott, Richard, Rob, Rob's Estate or Deborah.

[51] I agree with Mr. Kappy that Richard appears to be bringing the Application and motion as Betty's representative. However, he is not her representative nor has he ever been. He appears to be personally affronted that certain business arrangements and agreements (to which he was not a party) were not shared with him. That is also a baseless allegation since Richard was not involved in the family business and there was no obligation to share those documents with him. It appears based on the description by Scott of various failed business ventures in which Richard was involved that his exclusion from the family business was intentional.

[52] I also feel obliged to mention the issue of limitations. Not only does this court query Richard's standing with respect to his claims (other than the Attorneyship accounting for any period in which Betty was incapable) but even if Richard has standing, how he can make claims in relation to issues which occurred between 10-25 years ago. I will leave this for another forum, but the questions are raised in conjunction with the proportionality issues set out below.

[53] While Richard submits that this court should not consider issues of standing or limitation periods in the context of this motion, I would counter that Richard's request for expansive productions cannot be considered in a vacuum. That is, a request for production of documents in a matter where Richard's standing has been questioned by this court, where limitation periods have long passed and where the parties involved in the subject transactions were entirely capable, cannot be ignored.

[54] The issue of proportionality is key to this motion. The concept of proportionality has been enshrined in the *Rules of Civil Procedure* and specifically Rule 29.2.03(1) which states:

(1) In making a determination as to whether a party or other person must answer a question or produce a document, the court shall consider whether,

(a) the time required for the party or other person to answer the question or produce the document would be unreasonable;

- (b) the expense associated with answering the question or producing the document would be unjustified;
- (c) requiring the party or other person to answer the question or produce the document would cause him or her undue prejudice;
- (d) requiring the party or other person to answer the question or produce the document would unduly interfere with the orderly progress of the action; and
- (e) the information or the document is readily available to the party requesting it from another source.

(2) In addition to the considerations listed in subrule (1), in determining whether to order a party or other person to produce one or more documents, the court shall consider whether such an order would result in an excessive volume of documents required to be produced by the party or other person.

- [55] I note that in *Curtis v. Medcan Health Management Inc.*, 2023 ONSC 7296, Perell, J. note that “relevance is not the only criterion for document disclosure and the discovery rules and case law is infused with the proportionality principle” (para 62).
- [56] Applying the principles enshrined in the *Rules* and the case law, I disagree with Richard that any third party who entered into an agreement with Scott or Rob in relation to Process or Proquip should be required to produce documents over a 35-year period.
- [57] The Scott Muddiman Family Trust, for example, was settled in 1994 and does not have any relevance to the issues at hand. Further, the records of Oakada Holdings Inc. are tangential and of no substantive value. The other productions are from unrelated third parties (such as Zook and HPV), their counsel or their accounting professionals. They are also not relevant to this proceeding and, once again, this court queries the grounds for these claims since it is not Richard personally who has suffered damages. Any amounts which he alleges were not paid were not owed to him in any event.
- [58] At paragraph 7 of the June 2023 Order, Richard was permitted to request records related to Betty’s assets from third parties going back to 2009. It does not appear that he has done this. It is not up to the sibling Respondents to fulfil the requirements of that paragraph.
- [59] The financial statements, tax returns, notes, loans, employment contracts, and agreements between George, Rob, and Deborah in relation to all named entities is also overly broad. The information may be privileged and/or private. As well, the number of documents which may exist over the 35-year period could be enormous and disproportionate.
- [60] I decline to order any disclosure from SMX, a company which Rob started after he sold Proquip. There is no evidence that SMX and Proquip are related entities.
- [61] The request for Betty’s tax returns and other personal information belonging to Betty should form part of the Attorneyship accounting if Betty’s new Guardian of Property finds they are relevant to the accounting and agrees to produce them. Betty’s tax returns going back to dates when she remained capable are not relevant to the within motion.

- [62] Finally, the sibling Respondents submit, and I agree, that any further request for production of documents can take place during examinations prior to the hearing of this matter.
- [63] In summary, I find that the sibling Respondents have made their productions in accordance with the June 2023 Order and no further disclosure is required pursuant to that Order.
- [64] Given all of the above, I decline to order the productions sought by Richard.

Other Issues Raised on the Motion

- [65] Richard has sought the right to amend his Application. That issue was dealt with on December 3, 2025. There can be no further amendments to the parties' Applications. The matter will move forward to a hearing.
- [66] Based on my endorsement in this case in 2023, the sibling Respondents should be permitted to schedule their motion to dismiss based on standing, limitations and, if appropriate, a motion for security for costs. This should be done at the next scheduling appointment.
- [67] Given that the matter is currently in the form of an Application, an affidavit of documents is not required. Examinations will need to be scheduled on the main litigation and any pre-hearing motions and a determination of whether a trial of an issue is required given that the guardianship matters will be resolved.
- [68] Finally, written interrogatories are not appropriate in this case. Oral examinations are to be scheduled, depending on the route this litigation takes.

Orders and Costs

- [69] Given all of the above, I make the following orders:
- a. The relief in the motion is dismissed in its entirety.
 - b. The provenance of this motion appears to result from long standing resentment by Richard in relation to his siblings as opposed to actual legal issues which clearly could have been raised in the years immediately following the corporate reorganizations, are tangential, or over which this court has no jurisdiction. As such, Richard may not bring any further pre-hearing motions without leave from this court.

Costs

- [70] Richard has had no success. He submits that he spent over 100 hours working on his motion material. He claims the costs of his previous counsel and his own work plus disbursements and HST total \$18,930.45.
- [71] The sibling Respondents request all-inclusive costs of \$23,718.95. I agree with the sibling Respondents that this amount is proportional given the amounts sought by Richard and the

required defence to a request to produce literally thousands of documents over a 35-year span.

- [72] The issues raised by Richard are vast and frankly unmanageable. His factum was delivered late such that the sibling Respondents were unable to directly respond to the issues raised by Richard.
- [73] Richard claimed that the sibling Respondents should be precluded from arguing issues of standing or other legal issues on this motion, yet Richard continually raised claims that his siblings had engaged in fraud and malfeasance without any proof of such claims.
- [74] In summary, the matter must move on to directions for the sibling Respondents' motion and a hearing. It is important that the actual issues for the hearing are clearly defined as I find that the issues on this motion were not.
- [75] Richard must pay costs for this unnecessary motion in the amount sought by the sibling Respondents or \$23,718.98. Those costs must be paid within 30 days of the date of this ruling without exception.

C. Gilmore, J.

Date: January 16, 2026