

## SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF PONTIAC

No.: 555-17-000304-250

DATE: February 24<sup>th</sup>, 2026

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**BY THE HONOURABLE JONATHAN COULOMBE, J.S.C.**

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**AVERY MAYHEW**

Plaintiff

v.

**ZAKARIA BEN MOHAMMED**

and

**9451-9089 QUÉBEC INC. (CMI solutions Inc.)**

Defendants

and

**FERME EL CAMINO INC.**

Impleaded party

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JUDGMENT

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**OVERVIEW**

[1] The plaintiff (« Mayhew ») and the defendant Zakaria Ben Mohamed (« Mohamed ») are equal shareholders of the defendant 9451-9089 Québec Inc. (« CMI »).

[2] Mayhew and Mohamed were also 50-50 shareholders of CanaMovelt LTD. (« CanaMovelt »), a corporation incorporated on July 8, 2024 and dissolved on March 6, 2025.

[3] During its brief existence, CanaMovelt's allegedly acquired, directly or indirectly, certain equipment, including:

- A. Orange Photonics LightLab analytical unit, serial no. LL030706;
- B. CenturionPro 3.0 trimming system with Quantanium tumblers;
- C. Eighty drying racks and accessories.

[4] A dispute exists between the parties regarding the ownership of the equipment at issue.

[5] In his application for safeguard measures, Mayhew maintains that the equipment belongs to him<sup>1</sup>.

[6] Mohamed, for his part, submits that, following the dissolution of CanaMovelt, the equipment was initially transferred to him and Mayhew in equal shares and was subsequently contributed in kind to CMI.

[7] With the exception of the Orange Photonic, the equipment was transported to the property of the impleaded party Ferme El Camino Inc. (« El Camino »), where CMI carries on activities related to cannabis production.

[8] A Licence Rent Agreement was entered into between El Camino and CMI on September 20, 2025 in that regard. It is noteworthy that the agreement was signed by Mayhew on behalf of CMI. Mayhew further confirms in his sworn statement that he personally transported certain items of the equipment to the premises.

[9] According to Mohamed, the Orange Photonic was transported to Colombia, with Mayhew's knowledge, to a partner's premises, and was allegedly stolen during an assault.

[10] It is in this context that Mayhew seeks the issuance of a safeguard order directing the defendants to cease all use of, transfer of, or interference with the equipment.

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<sup>1</sup> This is what he alleges at paragraph 2 of his application.

[11] Mohamed submits that the equipment enables CMI, of which Mayhew is a shareholder, to comply with the agreement entered into with El Camino and that such equipment is necessary for the corporation's operations.

[12] He further adds that Mayhew, who has resigned as a director and officer of CMI, now works for a competitor of El Camino and that his attempt to recover the equipment is intended to bring the agreement between CMI and El Camino to an end.

### LEGAL FRAMEWORK

[13] The Court of Appeal reaffirmed, in *McGill University c. Kahentinetha*<sup>2</sup>, the principles governing safeguard orders:

[27] Based on well-established precedent, a safeguard order is [translation] “a discretionary judicial measure, issued for conservatory purposes, in an emergency situation, for a limited period and in a matter in which the respondent has not yet been able to present all its grounds”.<sup>[10]</sup> It is a provisional and temporary measure that does not rule on the parties' rights.<sup>[11]</sup> It is designed to prevent the loss of rights or the creation of a situation that weakens or destroys the balance between the parties.<sup>[12]</sup>

[28] Safeguard orders are akin to provisional injunctions because, in the same manner as the latter, their [translation] “purpose is to preserve the status quo pending the hearing on the merits, thereby ensuring that the judgment is not rendered in vain”.<sup>[13]</sup> They must therefore satisfy the same criteria – namely, appearance of right, serious or irreparable harm, the balance of convenience, and urgency.<sup>[14]</sup>

### ANALYSIS

#### Appearance of right

[14] The Court is of the view that the appearance of right asserted by Mayhew is far from being clear. Although he claims to be entitled to recover the equipment, he acknowledges that it was acquired by CanaMovelt, which has since been dissolved, without explaining or demonstrating the basis upon which he would be the sole owner.

[15] The summary evidence adduced does not allow the Court to conclude that Mayhew is in fact the owner of the equipment.

[16] The issue of ownership of the equipment can only be determined at a hearing on the merits.

[17] Moreover, Mayhew does not demonstrate an appearance of right justifying the removal of the equipment from its current location, given that CMI is using it pursuant to

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<sup>2</sup> 2024 QCCA 1050, par. 27-28.

an agreement that he himself signed on behalf of the corporation and that he personally transported certain items of the equipment to the premises.

**✚ Serious or irreparable harm**

[18] Mayhew has not demonstrated that he will suffer serious or irreparable prejudice if the safeguard measures sought are not granted.

[19] The equipment is currently being used in the ordinary course of CMI's business, a corporation in which he is a shareholder. Nothing suggests that it risks becoming unusable if such use continues.

[20] Should the equipment depreciate as a result of its continued use, Mayhew could be compensated in damages, should it ultimately be found that his rights were affected.

**✚ Balance of convenience**

[21] The balance of convenience weighs in favour of maintaining the equipment at its present location so that CMI may continue its operations pursuant to the agreement entered into with El Camino.

[22] Removing the equipment from CMI, while Mayhew and Mohamed are both shareholders of the corporation, would risk causing greater prejudice than allowing its continued use in the ordinary course of business.

**✚ Urgency**

[23] No urgency has been demonstrated to justify the issuance of the safeguard measures sought.

**FOR THESE REASONS, THE COURT:**

[24] **DISMISSES** the plaintiff's Application for safeguard measures;

[25] **THE WHOLE**, with costs.

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**JONATHAN COULOMBE, J.S.C.**

**Avery Mayhew**  
Self represented

**Me Agnieszka Swierzbinska**  
Lawyer for the defendant and impleaded party

Hearing date: February 13<sup>th</sup>, 2026