**CITATION:** Grogan Classics Inc. v. H.M.K. for M.T.O. Operating as S.O., 2026 ONSC 1930
**COURT FILE NO.:** CV-24-00002981-0000
**DATE:** 20260331

**SUPERIOR COURT OF JUSTICE – ONTARIO**
**IN THE MATTER OF THE TITLES TO VEHICLES STOLEN FROM GROGAN FORD LINCOLN INCORPORATED**



**RE:** Grogan Classics Inc., Applicant

**-and-**

His Majesty the King in Right of the Province of Ontario for the Ministry of Transportation, operating as Service Ontario, Wayne Evoy, Joseph, Potipco, Lee Hele, James White, Kris Valleau, Daniel Booth, Cadillac Lounge Productions Inc., Gregory Boyd, Shelley Wickens, Michael Daubney, Jeffrey Clairoux, Gregory Miller, Ferme Avicole Major Limited, Terry Nixon, Franklin Perkins, Robert Macklin, Lorraine Fortin, Pierre Fortin, Michael Vestervelt, Micheal Vandecamp, Dennis Bachmann, Ivan Allin, Donald Lamontagne, Frances Ravenhorst, James Douglas Inglis, Jesse Daniel Crebo, Bianka Loubier, Respondents

**BEFORE:** Justice Spencer Nicholson

**COUNSEL:** M. Paul Downs and Paula Downs for the Applicant, Grogan Classics Inc.

H. Song for the Respondent, HMTK

C. Saleh for the Individual Respondents

**HEARD:** November 10, 2025

## DECISION ON APPLICATION—PART I

**NICHOLSON J.:**

[1] All of the parties to this application appear to have been defrauded. The ultimate issue that has to be determined is whether the Applicant, Grogan Classics, or the Respondents who purchased classic vehicles from non-parties should bear the costs of that fraud.

[2] None of the parties deserved to be the victim in this case. However, it is my view that the law is clear that if you purchase a motor vehicle (or anything) from someone who does not have legal title to that vehicle, you do not become the rightful owner of the vehicle. The issue is whether any exceptions to that principle applies in this case.

[3] This Decision does not determine what remedy, if any, anyone might have against the individuals from whom they purchased the motor vehicles, or as against those responsible for perpetrating the fraud.

***Background:***

[4] Grogan Classics is an auto dealership operating in Watford, Ontario. It has been operating since March 31, 2023. The principal of Grogan Classics is Lawrence Grogan.

[5] The individually named Respondents are various persons that purchased certain classic cars from an individual named Robert Bradshaw ("Bradshaw"), or people in cahoots with Bradshaw, or people who had previously purchased vehicles from Bradshaw. I will refer to these Respondents collectively as "the Respondent Purchasers".

[6] His Majesty the King is responsible for the operation of Service Ontario. Service Ontario regulates the registration of vehicles for operation on highways in the province. Service Ontario did not take a real position on the substantive issues, although it did have a legal position with respect to the documents that I will describe as the vehicles' "ownerships". When I refer to " ownerships", I mean the government issued green slips that accompany motor vehicles and are issued under s. 7 of the *Highway Traffic Act*, R.S.O. 1990, c. H. 8, as amended. For the purpose of this Decision, I accept that the term "ownership" is a widely used description of these documents by members of the public.

[7] Mr. Grogan had operated Grogan Ford Lincoln Inc. ("Grogan Ford") in Watford from February of 1983 to March 31, 2023. Through a share sale agreement, Mr. Grogan, and his spouse, sold their shares in Grogan Ford on the basis that certain classic cars owned by Grogan Ford would be transferred to Grogan Classics. Grogan Classics paid Grogan Ford the amount that Grogan Ford had paid for each of the classic cars when they were purchased by Grogan Ford.

[8] Importantly, Grogan Classics has produced Bills of Sale in respect of the vehicles confirming the purchase of these vehicles from various individuals by Grogan Ford. There are also Bills of Sale evidencing the transfer of these vehicles from Grogan Ford to Grogan Classics in March of 2023.

[9] Mr. Grogan deposes that in early 2020, Bradshaw purchased a 1947 Mercury convertible from Grogan Ford. During the time that this transaction was consummated, Mr. Grogan told Bradshaw that Grogan Ford was looking to purchase classic cars. Bradshaw lived in Stirling, Ontario. I note that Stirling is a small community located in eastern Ontario, north of Belleville. Watford is approximately a four hour drive from Stirling.

[10] According to Mr. Grogan, Bradshaw began to contact him from time to time to advise him of classic cars that Bradshaw had located and were for sale. Grogan Ford would then pay the owner of each car directly by cheque or wire transfer and then would arrange to have the vehicle transferred to Watford. In this fashion, Grogan Ford purchased hundreds of cars that Bradshaw had located from January 2020 to May 2023. At all times, the "ownerships" issued by Service Ontario for the vehicles remained physically located at the Grogan Ford dealership. Mr. Grogan

testified on cross-examination that Bradshaw never had any of the ownerships in his possession at any time.

[11] While most of the vehicles made their way to Watford, Bradshaw told Mr. Grogan that some of the cars needed body work, needed to be painted, or needed to have mechanical work done on them before they were ready to be picked up and taken to Watford. Bradshaw indicated that he was arranging for that work to be done. Enough vehicles were making their way to Watford that Mr. Grogan was not concerned.

[12] It was Mr. Grogan's understanding that the vehicles that needed this work done on them would remain in the Stirling area. He deposes that Bradshaw told him that the cars were being stored in two chicken barns.

[13] In September of 2023, Mr. Grogan sent a truck to Stirling to pick up some of these vehicles. When the truck arrived there were no cars present. Mr. Grogan contacted Bradshaw who told him that the cars were in Caledon, approximately two and a half hours away. The truck drove to Caledon but Bradshaw never provided the address where the cars were located. The truck returned to Watford empty-handed. Thereafter, Mr. Grogan deposes that Bradshaw ceased all communication with Mr. Grogan.

[14] Mr. Grogan deposes that Bradshaw stole more than 200 vehicles from him and sold them, keeping the proceeds from the sales. He was allegedly assisted by at least two more individuals, named Leblanc and McCrory.

[15] Realizing that he had been defrauded, Mr. Grogan went to the Ontario Provincial Police. The OPP seized the vehicles in question from the Respondent Purchasers and the vehicles are being stored. Criminal charges have been laid against Bradshaw and the others and the case is pending. Mr. Grogan has been cooperating in the police investigation. Some of the vehicles have been re-sold by Grogan Classics to some of individuals in a similar situation as the Respondent Purchasers, although the Respondent Purchasers did not wish to pay anything further for the vehicles which they assert they already own.

[16] It is asserted by Grogan Classics that, acting upon documents forged by Bradshaw, employees of the Madoc office of Service Ontario had completed transfers of the vehicles from the name of Grogan Ford to Bradshaw, and certain accomplices, who then purported to sell the vehicles to the Respondent Purchasers. I note that Madoc is approximately 30 minutes from Stirling.

[17] When Mr. Grogan attempted to have the ownerships transferred to Grogan Classics as part of the share purchase agreement and attended at Service Ontario, he was advised that the cars had been previously transferred out of Grogan Ford's name and then eventually to the individuals who paid Mr. Bradshaw for the vehicles. Accordingly, Service Ontario would not transfer the vehicles to Grogan Classics.

[18] Service Ontario advised that it required a court order before it could change the ownerships of the vehicles. Accordingly, Grogan Classics initiated an application to have the ownerships

transferred. Grogan Classics sought a declaration that it was the rightful owner of some 44 vehicles described in Schedule A to its application record. Since that time, further vehicles have been identified and some of the vehicles have been removed from the Applicant's list.

[19] The Application, with only Service Ontario as respondents, was before me in October of 2024 in regular civil motions court in London. While I had the decision under reserve the Respondent Purchasers learned of the proceedings and sought to be added as respondents in order to participate and dispute ownership of the vehicles. I permitted the Respondent Purchasers to be added and the Application was adjourned to allow for the exchange of documentary evidence and cross-examinations.



***Positions of the Parties***

[20] Grogan Classics has always presented this Application as straight-forward from a legal perspective. It submits that a thief cannot pass ownership or the title of a stolen vehicle to an innocent purchaser of the vehicle. As a result, Grogan Classics argues that it retains title in the vehicles and the Respondent Purchasers have no right to any vehicle purchased from Bradshaw, or others or any other person who acquired it from Bradshaw or the others.

[21] Grogan Classics relies upon section 22 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1, which reads as follows:

> 22. Subject to this Act, where goods are sold by a person who is not the owner thereof and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by conduct precluded from denying the seller's authority to sell but nothing in this Act affects,
>
> (a) the *Factors Act* or any enactment enabling the apparent owner of goods to dispose of them as if he, she or it were the true owner thereof; or
> (b) the validity of any contract of sale under any special common law or statutory power of sale or under the order of a court of competent jurisdiction.

[22] Grogan Classics also relies upon the textbook "Sale of Goods in Canada, 6th Edition, by G.H.L. Fridman (Toronto: The Carswell Company Ltd., 2013) at pp. 107-108, where the author describes the law in this area. Fridman notes that the "General Rule" is that "[t]he Act contemplates that a sale by someone who is not invested with title to goods, or the legal right to dispose of the title to goods, will be an invalid sale, and as such the buyer will acquire nothing." Fridman than qualifies this General Rule as "not being completely true". There are exceptions.

[23] However, Fridman concludes that these exceptions will not apply if the goods transferred were stolen, whether by the transferor or someone else. None of the exceptions will allow even an innocent purchaser to acquire an ownership interest in the property.

[24] The Respondent Purchasers argue that they are the rightful owners of all the vehicles and obtained both possession of the vehicles and the "ownerships" in respect of those vehicles. They

complain that the OPP improperly seized their vehicles and that s. 490 of the *Criminal Code*, which requires judicial oversight, should have been complied with.

[25] Most of, if not all of, the Respondent Purchasers have filed affidavits in response to this Application. They have included evidence of the transactions leading to their ownership of the vehicles, including the "ownerships" issued by the Minister of Transportation which they state demonstrates their superior title to the vehicles. I will discuss their evidence below.

[26] The Respondent Purchasers rely upon sections 24 and 25 of the *Sale of Goods Act*, which read as follows:

> 24. When the seller of goods has a voidable title thereto, but the seller's title has not been avoided at the time of the sale, the buyer acquires a good title to the goods if they are bought in good faith and without notice of the seller's defective title.
>
> 25 (1) Where a person having sold goods continues or is in possession of the goods or of the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for that person, of the goods or documents of title under a sale, pledge or other disposition thereof to a person receiving the goods or documents of title in good faith and without notice of the previous sale, has the same effect as if the person making the delivery or transfer were expressly authorized by the owner of the goods to make the delivery or transfer.
>
> (2) Where a person having bought or agreed to buy goods obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for that person, of the goods or documents of title, under a sale, pledge or other disposition thereof to a person receiving the goods or documents of title in good faith and without notice of any lien or other right of the original seller in respect of the goods, has the same effect as if the person making the delivery or transfer were a mercantile agent in possession of the goods or documents of title with the consent of the owner.
>
> (3) Subsection (2) does not apply to goods the possession of which has been obtained by a buyer under a security agreement whereby the seller retains a security interest within the meaning of the *Personal Property Security Act*, and the rights of the parties shall be determined by that Act.
>
> 25(4). In this section, "mercantile agent" means a mercantile agent having, in the customary course of business as such agent, authority either to sell goods or to consign goods for the purpose of sale, or to buy goods, or to raise money on the security of goods.

[27] The Respondent Purchasers also rely on the *Factors Act*, R.S.O. 1990, c. F. 1, s. 2(1), which provides:

> 2(1) Where a mercantile agent is, with the consent of the owner, in possession of goods or of the documents of title to goods, a sale, pledge or other disposition of the goods made by the agent when acting in the ordinary course of business of a mercantile agent is, subject to this Act, as valid as if the agent were expressly authorized by the owner of the goods to make the disposition, if the person taking under it acts in good faith and has not at the time thereof notice that the person making it has not authority to make it.

[28] The Respondent Purchasers also argue that under the *Highway Traffic Act*, the ownerships are proof that they are the legal owners of the vehicles. Accordingly, they argue that the ownerships that were issued by Service Ontario prove legal title to the vehicles.

[29] In making their argument regarding ownership, the Respondent Purchasers rely upon the following cases that deal with ownership in the context of motor vehicle accident claims:

- *Dyck v. Kent & Essex Mutual Insurance Company et al*, 2023 ONSC 3725
- *Hayduk v. Pidoborozny*, 1972 CanLII 136 (SCC)
- *Smith v. Mikel*, 2003 CanLII 47903 (ON SC)
- *Liu v. The Personal Insurance Company of Canada*, 2017 ONSC 4232
- *Habert v. Richardson and Richardson*, 1951 CanLII 115 (ON CA).

[30] The Respondent Purchasers argue that this case law establishes certain indicia of ownership such as, for example, physical possession of the vehicle at the time of sale, dominion and control of the vehicle, who did the paperwork to arrange for the transfer of registered ownership, who has been repairing the vehicle and in whose name the ownership was registered.

[31] Finally, the Respondent Purchasers argue that they are entitled to rely on the ownerships issued by the Ministry of Transportation and received by the Respondent Purchasers when they registered their vehicles with Service Ontario. They argue that reasonable members of the public rely on such documents to reflect ownership of a vehicle. I note that Service Ontario agrees with the Applicant's position that the ownerships are really permits for the operation of the vehicles on highways within Ontario and are not an indication of ownership of the vehicle.

**Legal Analysis:**

[32] To my considerable surprise and dismay, neither party referred me to any cases directly on point. I would have thought that this would not be a novel point of law. In fact, I was able to, with minimal difficulty, very quickly find *St. Laurent Automotive Group Inc. v. Sami's Garage Ltd*., 2018 ONSC 4380, a trial decision of Toscano Roccamo J. The case is very similar factually to the case at bar. This led me to other cases, discussed below. I am at a loss why these cases were not relied upon or referred to by either party, particularly since some are referred to by Fridman.

[33] In *St. Laurent*, two individuals misrepresented themselves to be licensed wholesalers of vehicles, and forged transfer documents with a view to selling 23 vehicles lawfully owned by St. Laurent to Sami's Garage. Sami's Garage, in turn, sold all 23 vehicles to other buyers before the fraudsters' activities came to light. Sami's Garage and the subsequent purchasers were "innocent" much like the Respondent Purchasers before me.

[34] Justice Toscano Roccamo relied upon s. 22 of the *Sale of Goods Act*, and also quoted from Fridman. She accepted that if goods are stolen by a person who is not the owner of them and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had (at para. 48). She continued that in order to have acquired title, a seller must have gained possession of goods under a contract with the true owner, such contract being valid until determined by the true owner on the basis of fraud or mistake. However, there must be a *de facto* contract. She quoted from G.H.L. Fridman, Sale of Goods in Canada, 2nd ed (Toronto: Thomas Canada Ltd., 2010), at 144-145, as follows:

> There must have been a contract, albeit one which was voidable at the option of the owner of goods. If there was no such contract, either because the "contract" was in fact a nullity on the grounds of mistake, or because the goods were stolen, i.e. obtained larsonistly from the true owner, then no title of any kind passes to the person obtaining the goods, who, consequently, has no title to pass to the innocent purchaser from him.

[35] Justice Toscano Roccamo referred to *Jen-Zam Enterprise Inc. v. Mehrabin*, 2006 CarswellOnt 3220 (S.C.), at paras. 17-20, a decision of diTomaso J. applying s. 22 of the *Sale of Goods Act*.

> "In this case, Mehrabin sold a stolen vehicle to Richmond Hill not knowing the vehicle was stolen. Mehrabin did not receive title from his seller, and in turn, Mehrabin did not pass title to the vehicle to Richmond Hill. Where there is recourse, Mehrabin has a cause of action against whomever sold the vehicle to him. See: *McCallen v. Goldman* (1982), 1982 CanLII 1978 (ON SC), 38 O.R. (2d) 436 (Ont. Co. Ct.) at page 443, 446.
>
> Richmond Hill relies upon the maxim of *nemo dat quod non habet* standing for the general rule of law that no one can transfer a better title to goods than he himself possesses."

[36] Justice Toscano Roccamo, in *St. Laurent*, awarded damages as against Sami's Garage, an innocent purchaser, for conversion in respect of vehicles that she accepted had been stolen by the fraudsters from St. Laurent.

[37] Justice Toscano Roccamo also dealt with vehicles sold by consignment to Sami's Garage. It was argued that s. 24 of the *Sale of Goods Act* applied. She described that the onus is upon the buyer to show that he or she has acted in good faith and without notice of defective title. She then referred to *Holat v. Wettlaufer*, 2014 BCSC 425, for the proposition that the doctrine of ostensible authority may apply. In the case at bar, that would mean determining whether Grogan Classics

had given Bradshaw a document of title, or "invests with him the indicia of ownership". However, "if the owner of a car gives possession of it to another person, who is not a mercantile agent or a purchaser, in respect of whom, as will be seen later, special and different considerations are applicable, he does not hold out or represent that person as being entitled to sell" (at paras 47 of *Holat*).



[38] She then referred to s. 25(4) of the *Sale of Goods Act*, as well as s. 2(1) of the *Factors Act* which codify the principle of ostensible authority, where an owner may be precluded by conduct from denying the seller's authority, as apparent owner of goods, to dispose of them as though he or she was the true owner. Thus, a mercantile agent who is in possession of goods with the owner's consent may validly sell the goods when acting in the customary or ordinary course of business, so long as the buyer acts in good faith and has not, at the time of sale, notice of the agent's lack of authority.

[39] The *Factors Act* provides that if a mercantile agent who possesses but does not own goods, sells the goods, and the requirements of s. 2(1) are met, then the buyer of the goods is protected from any claim by the owner of the goods. I note that, under s. 1(1) of the *Factors Act*, "mercantile agent" has the same definition as in s. 25(4) of the *Sale of Goods Act*.

[40] The *Factors Act* was considered in *Patry v. General Motors Acceptance Corporation of Canada*, 2000 CanLII 5723 (ON CA) at para. 12, where the Court of Appeal described that to rely on s. 2(1) of the *Factors Act,* tailoring the names to the case before me, the following had to be proven:

(i) that Bradshaw was a mercantile agent;
(ii) that Bradshaw was in possession of the automobiles with Grogan Ford's consent;
(iii) that Bradshaw was acting in the ordinary course of his business as a mercantile agent when it sold the vehicles;
(iv) that the purchasers had no notice that Bradshaw did not have authority to sell the vehicles; and
(v) the purchasers acquired the vehicles in good faith.

[41] In *Patry*, the Court of Appeal noted that "good faith" in the *Factors Act* should be defined as it is defined in the *Sale of Goods Act* as follows:

> "a thing shall be deemed to be done in good faith within the meaning of this Act when it is in fact done honestly whether it is done negligently or not"

[42] Thus, in *St. Laurent*, with respect to the vehicles sold on consignment, Justice Toscano Roccamo held that the fraudster was acting in the ordinary course of business in the sale of those vehicles. St. Laurent had enabled him to do so by their lack of oversight and by allowing him to occupy a unique position with free reign on their premises in the sale of their vehicles. Thus, with respect to the consigned vehicles, she found that Sami's Garage had acquired good title to them. The key to that factual determination was her finding that the fraudster was a mercantile agent.

[43] However, there is case law to the effect that the mercantile agent must acquire possession of the goods in his capacity as a mercantile agent (see: *Sun Toyota v. Granville Toyota Ltd*., 2002 BCSC 593). In other words, even if Bradshaw was a mercantile agent, Grogan Classics must have given him possession of the vehicles in his capacity as a mercantile agent.

[44] *St. Laurent* was appealed (*St. Laurent Automotive Group Inc. v. Sami's Garage Ltd*., 2019 ONCA 941). The appeal was dismissed.

[45] It is worth noting *McCallen v. Goldman* (1982), 38 O.R. (2d) 436 (Ont. Co. Ct), referred to in *St. Laurent*. In that case the plaintiff had purchased a car from the defendant. The car had been stolen and it was repossessed from the person who purchased it from the plaintiff. Davidson Co. Ct. J. described that no subsequent purchaser obtained title to the car so the true owner was entitled to repossess the car.

[46] I also note the case of *McManus v. Eastern Ford Sales Ltd*., 1981 CanLII 2861 (ON SC). In that case, the true owner of a motor vehicle was dispossessed of title by forged documents, and the vehicle resold to innocent purchasers in good faith. The court ordered that the owner was entitled to recover the vehicle. The innocent purchasers relied upon sections 22 and 25 of the *Sale of Goods Act*, as well as 2 (1) of the *Factors Act.* The court stated at paragraph 29:

> [29] Although West City was a mercantile agent having the customary course of his business as such agent authority to sell cars by wholesale and by retail and in the business of car repairs as well, West City was in possession of the car solely for repairs and not for any purpose of his business as a mercantile agent and by reason thereof s. 2(1) of the *Factors Act* does not apply: *Sheriff of Edmonton v. Kozak et al*. (1965), 1965 CanLII 846 (AB KB), 54 W.W.R. 677 (Alta. Dist. Ct.); *Oppenheimer v. Frazer & Wyatt et al*., [p1907] 1 K.B. 519; *Staffs Motor Guarantee, Ltd. v British Wagon Co., Ltd*., [1934] 2 K.B. 305; *Pearson v. Rose & Young, supra*.

[47] In *Canaplan Leasing Inc. v. Dominion of Canada General Insurance Co*., 1990 CanLII 1059 (BC SC), after discussing the relevant cases, the court described as follows:

> "From the case law it is apparent that the primary concern in determining whether a person will be estopped from denying an individual's authority to deal with a property, is whether the individual was armed with some indicia which would make it appear that he was either the owner or authorized to sell. Mere possession of the chattel, carelessness with respect to the ownership documents, deception or theft in obtaining the necessary documents to convey title is not sufficient. One must look to the conduct of the person that was handing over the chattel and what they intended when the chattel and documents were handed over. The individual must intend to clothe the agent with either apparent ownership or authority to deal with the chattel before an estoppel argument can be sustained.

[48] The Alberta Court of Appeal, in *Nachtigal v. Premier Motors Limited*, 1929 CanLII 295 (AB CA), held that "the mere fact that the owner of a chattel has given the possession or use of it to another, not a mercantile agent, who purporting to be the actual owner fraudulently sells it to an innocent purchaser does not estop the owner from asserting his title against the purchaser." This case is very similar to the one at bar. A "rogue" represented to motor car dealers that he knew of prospective purchasers for a vehicle that they owned and was given possession of the vehicle in order to have it repaired. It was noteworthy to the Court that the rogue did not pose as the agent of the dealers, but as the actual owner. The innocent purchaser knew nothing of the dealer.

[49] Montgomery J., in *HOJ Franchise Systems Inc. v. Municipal Savings & Loan Corp*., 1994 CanLII 7480, declared that innocent purchasers were entitled to ownership of vehicles sold in a fraudulent scheme similar to the one in the case before me. However, it was instrumental to the decision that the true owner of the vehicles had provided to the fraudsters the vehicle for the purpose of renting/leasing/selling the vehicles to the public, making the fraudsters "mercantile agents" under the *Factors Act.* The subsequent sales were in the ordinary course of business of the mercantile agent and therefore, the innocent purchasers were entitled to protection.

[50] The cases that the Respondent Purchasers have referred to are from the motor vehicle accident context where the issue was who should be held liable for the injuries sustained by a motor vehicle accident victim. Under the *Highway Traffic Act*, R.S.O. 1990, c. H. 8, the owner of a motor vehicle is liable for loss or damage caused by the negligence of the driver of the vehicle if the vehicle is in the driver's possession with the owner's consent.

[51] In *Dyck v. Kent & Essex Mutual Insurance Company*, 2023 ONSC 3725, Hebner J. found that registration with the Ministry of Transportation as the owner of the vehicle gives rise to a rebuttable presumption of ownership. She referred to all of the cases relied upon by the Respondent Purchasers.

[52] In *Hayduk v. Pidoborozny*, 1972 CanLII 136 (SCC), [1972] SCR 879, the Supreme Court of Canada held that registration of ownership of a motor vehicle is to be treated as proof of ownership unless and until the contrary is shown. Again, this was for the purpose of vicarious liability.

[53] In *Haberl v. Richardson*, 1951 CanLII 115 (ON CA), [1951] OR 302, the trial judge found that although the vehicle was registered in the name of the father, the real owner was the 21 year old son. He had dominion and control of the car. Thus, this is actually an example of where the person to whom the vehicle was registered to was not determinative of "ownership". Henderson J. quoted from *Wynne v. Dalby* (1913), 1913 CanLII 578 (ON CA), 30 OLR 67, as follows:

> The word 'owner' is an elastic form and the meaning which must be given to it in a statutory enactment depends very much upon the object the enactment is designed to serve.

[54] In *Smith v. Mikel*, 2003 CanLII 47093 (ON SC), Rady J. set out several indicia of ownership, which the Respondent Purchasers rely upon. However, it is clear that she was dealing with the issue of ownership for the purpose of vicarious liability.

[55] Finally, in *Liu v. The Personal Insurance Company*, 2017 ONSC 4232, the issue again was vicarious liability under s. 192 of the *Highway Traffic Act*.

[56] It is my view that none of these cases assist the Respondent Purchasers because the definition of "owner" under the *Highway Traffic Act* must be given a definition in keeping with the legislative purpose of holding those with dominion and control over a motor vehicle to account when that vehicle causes personal injury. "Owner" was defined expansively for the protection of those injured in motor vehicle accidents.

[57] The purpose of the *Sale of Goods Act* is considerably different. As noted in *Patry*, *supra*, at para. 16, the purpose of the *Sale of Goods Act* is to facilitate commercial transactions, and this involves determining which of two parties has a better claim in title to property. This is significantly different than the purpose of the *Highway Traffic Act*. Accordingly, I would not import indicia of "ownership" that applies in the insurance context to the *Sale of Goods Act*.

[58] Accordingly, in the context of the case before me, I would not apply the indicia referred to in the context of vicarious liability for motor vehicle accidents. The issue in my view is whether the Responding Purchasers can successfully rely upon s. 2(1) of the *Factors Act*.

[59] In respect of the argument by the Respondent Purchasers that they are entitled to rely upon the green vehicle permits or "ownerships", they once again provide no case law in the context of the *Sale of Goods Act*. However, in the *Holat* case, cited by Toscano Roccamo J. in *St. Laurent*, this argument was specifically rejected. At para. 54 of *Holat*, it was stated as follows:

> [54] Unlike the *Land Title Act*, R.S.B.C. 1996, c. 250, registered ownership under the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, does not constitute indefeasible title. In considering the relevant provisions of the *Motor Vehicle Act*, Justice Drost, in *Sturgeon v. Liu*, [1988] B.C.J. No. 2379 stated:
>
> > In my opinion, this section clearly demonstrates that the intention of the legislature was to create a system of registration that would be of assistance to law enforcement agencies in the enforcement of traffic laws and to ensure that all vehicles on the highway have at least a minimum amount of insurance coverage. There is nothing in the Act to indicate an intention to provide to the general public the protection of a title registration system similar to that contained in the *Land Title Act* under which a certificate of indefeasible title "…shall be conclusive evidence at law and in equity, as against the Crown and all other persons, that the person named in the title is indefeasibly entitled to an estate in fee simple…" (s. 23(1)) and that a registered owner of a charge "…shall be deemed to be entitled to the estate or interest in respect of which he is registered…" (s. 26).

[60] Obviously, *Holat* and the case upon which it relies, *Sturgeon*, were decided under the BC legislation.

[61] "Permits" are dealt with under the Ontario *Highway Traffic Act* in section 7. That section provides as follows:

> 7(1) No person shall drive a motor vehicle on a highway unless,
>
> (a) there exists a currently validated permit for the vehicle;
> (b) there are displayed on the vehicle, in the prescribed manner,
> (i) number plates issued in accordance with the regulations showing the number of the permit issued for the vehicle, or
> (ii) number plates described in subsection (7.2) if the vehicle is an historic vehicle and the Ministry has issued a currently validated permit for it; and
> (c) if required under the regulations, evidence of the current validation of the permit is affixed to a number plate in the prescribed manner.
>
> …
>
> 7(7) The Ministry may issue a permit of any prescribed class, number plates and evidence of validation to any person who meets the requirements of this Act and the regulations.
> …
>
> (13) The Ministry shall maintain,
>
> (a) a numerical index record of all permits issued and in force under this section; and
> (b) an alphabetical index record of the names and addresses of all persons to whom permits that are in force have been issued.

[62] Section 8 of the *Highway Traffic Act* prohibits a person from driving or permitting the operation of a motor vehicle on a highway except in accordance with any limitations on the use of a motor vehicle under the class of permit issued for the motor vehicle.

[63] Section 11 of the *Highway Traffic Act* requires the holder of a permit ceasing to be the owner or lessee of the motor vehicle to provide the new owner with the vehicle portion of the permit. Accordingly, when a vehicle is sold, the permit is to be transferred from the seller to the purchaser. Section 11(2) requires every new owner to apply for a new permit for the vehicle.

[64] The Respondent Purchasers pointed to no section of the *Highway Traffic Act*, similar to the legislation in BC, that indicates that a permit is conclusive of ownership of the vehicle and I was similarly unable to locate such a section. I agree that the term "ownership" has become associated with the green permit issued under section 7 of the *Highway Traffic Act* among the public but that does make a motor vehicle *permit* conclusive proof of legal ownership. I note that the document

itself clearly states that it is a "Permit" and although it describes that on a transfer of the vehicle what the seller and buyer must each do, it does not state that it confers any ownership in the vehicle. The document, however, "must be signed by the owner to be valid".

[65] I conclude that a permit under the *Highway Traffic Act* is a document that regulates the use of a motor vehicle on highways. That is not to say that a permit cannot be some indication of ownership for the purpose of vicarious liability, as noted earlier in the case law. It simply means that holding a permit for a vehicle does not grant a person ownership of a vehicle to which another person has a superior claim.

[66] Accordingly, in my view, having the "ownership" in one's name does not confer ownership superior to the rights of the person who acquired title to the vehicle through an earlier contract of purchase and sale and from whom title has not legitimately passed.

[67] Given my interpretation of what the "ownership" is under the permit system created by the *Highway Traffic Act*, I reject the Respondent Purchasers' argument that the public is entitled to rely upon that system as governing ownership in a fashion that means that the Respondent Purchasers have a better right to the classic vehicles than Grogan Classics.

[68] I will also deal very quickly with the Respondent Purchasers' complaint that the police did not comply with s. 490 of the *Criminal Code* which contains built in safeguards when the police seize items, including judicial oversight. While I make no specific finding on this issue, I note that it is irrelevant as to ownership as between Grogan Classics and Respondent Purchasers. The Respondent Purchasers either obtained valid title to the vehicles, or they didn't. Whether the police failed to adhere to the requirements of s. 490 has no impact on that determination.

**The Respondent Purchasers' Evidence:**

[69] I turn now to review the evidence in the affidavits submitted by the Respondent Purchasers. I have read each and every one of them, although I will not refer to them all in detail. I have cross-referenced their documents with those produced by Grogan Classics.

[70] I make the following general comments:

- The Respondent Purchasers rely heavily on the fact that they paid for the vehicles in question and received back a signed "ownership".
- Many of the Respondent Purchasers were able to produce a receipt for the purchase of the vehicle, although not all could;
- Most of the transactions were in cash;
- Most of the transactions occurred in eastern Ontario, near Stirling, although some occurred through dealerships in Quebec;
- Some of the Respondent Purchasers obtained a Used Vehicle Information Package ("UVIP") in respect of the vehicle in issue;
- Many of the Respondent Purchasers purchased the vehicles in question directly from Bradshaw, or McCrory. It is troubling that some of the Respondent Purchasers bought the vehicle in question from Bradshaw despite the fact that the "ownership" clearly

showed that the vehicle was registered to someone other than Bradshaw. Frequently, but not invariably, vehicles were registered in Leblanc's name, although sold by someone other than LeBlanc to the Respondent Purchaser;

- Some Respondent Purchasers purchased the vehicle in issue from other individuals, who I suspect must have purchased the vehicles from Bradshaw or the others and may well themselves have been duped.
- All of the Respondent Purchasers indicate that they believed that the person from whom they purchased the vehicle was the rightful owner of the vehicle at the time of the sale. As noted, however, many accepted the word of Bradshaw that he was authorized to sell for the person (not Grogan Ford) identified on the "ownership" or UVIP;
- Most, if not all, of the Respondent Purchasers were successfully able to register the vehicle with Service Ontario;
- Many of the Respondent Purchasers depose that the police contacted them and advised them that their vehicles were stolen;
- The OPP seized most of the vehicles;
- Many of the Respondent Purchasers expended money after the purchase to insure, conduct maintenance and repairs.

[71] I have looked at the UVIPs where available that were included with the Respondent Purchasers' affidavits. These documents purportedly trace ownership from the outset of the vehicle's existence. Grogan Ford is among the owners shown on the UVIPs. I note that the Applicant was able to show a Sales Contract from the preceding owner bearing the same names and dates on the UVIPs.

[72] For example, the UVIP for the vehicle bought by Frank Perkins shows a transfer from Grogan Ford to Michael McCrory on April 21, 2023 and then to Grogan Classics on May 1, 2023 before being sold to Bruce Kemp on May 3, 2023. Perkins bought the vehicle from Kemp. I note that Grogan Ford purported to sell that vehicle to Grogan Classics in March of 2023 prior to the transfer to Michael McCrory. Thus, it is alleged that McCrory fraudulently transferred the vehicle to himself from Grogan Ford.

[73] Bradshaw, Leblanc and McCrory feature prominently in many of the affidavits and are shown in many of the UVIPs as having acquired the vehicles from Grogan Ford. It is these very transactions which Grogan Classics says did not occur and were brought about by fraud.

[74] In another example of some of the evidence, while Mr. Valleau states that he negotiated with and met the "seller" Bradshaw, Bradshaw was never listed as the owner of the vehicle Valleau purchased. This is an example of one of the Respondent Purchasers not ensuring that the person he was dealing with had the legal authority to sell the vehicle in question. Bradshaw may have been the "seller" but he was not ever the registered owner of that vehicle, even fraudulently. Mr. Valleau simply accepted Bradshaw's word that he had authority to sell the vehicle.

[75] The same situation occurred with another Respondent Purchaser, Evoy. In that case, Bradshaw assured Mr. Evoy that while the ownership was in Leblanc's name, Leblanc was just his driver and Mr. Evoy should not worry about it. Another Respondent Purchaser, Mr. White also bought a vehicle from Bradshaw although the vehicle was registered to Gary Leblanc. Mr.

Macklin paid $18,000 to a Brian Kemp (who was involved in another transaction) for a vehicle with a permit in the name of McCrory.

[76] Similarly, Daubney purchased a vehicle from a person named "Johnson" who told him not to worry that the vehicle was registered under someone else's name (Faye Johnston).

[77] Respondent Purchaser Vestervelt obtained his vehicle from his neighbour, Francis Courtney. However, the prior listed owner on the OVIP to Courtney was once again Leblanc. Ms. Wickens purchased a vehicle from a dealer in Quebec, but when she saw the vehicle registration papers, it was registered to a Richard Leblanc. When she inquired of the dealership, she accepted their explanation and proceeded with the sale.

[78] Respectfully, these examples should have been red flags to the Respondent Purchasers. Many of them had no contact whatsoever with the person who was described as the registered owner and yet still completed the transaction.

[79] In short, many of the Respondent Purchasers paid cash to someone other than the person identified on the "ownership" assuming that the seller had authority to sell the vehicle. While I accept that the Respondent Purchasers may still have been acting in "good faith" they made no sufficient inquiries as to how the person from whom they were purchasing the vehicle came to be in possession of the vehicle.

[80] Importantly, while almost all of the Respondent Purchasers depose that they were innocent purchasers in good faith, none of them depose that they believed that the seller was selling the vehicle on behalf of someone else in any way that could be considered to be as a "mercantile agent". Most of them appear to believe that they were transacting with the actual owner of the vehicle. Most of the deals were done "privately". As noted, some bought their vehicles from dealerships located in Quebec, but again, they would have believed that they were dealing with the actual owner, not a mercantile agent. If the Quebec dealers did not obtain the vehicles legitimately, they could not pass on title either.

[81] None of the Respondent Purchasers can tie the person from whom they purchased the vehicle to Grogan Ford. None of the Respondent Purchasers deposed that they believed, at the time of the transaction, that they were buying a vehicle from Grogan Ford through one of its authorized intermediaries.

[82] Furthermore, I agree with counsel for Grogan Classics that it is troubling that some of the Responding Purchasers have sworn that they paid a certain amount for the purchase of a vehicle, but also provided sworn affidavits to the MTO that they purchased the vehicle for a substantially lesser amount, resulting in less tax being paid. I find it remarkable how many of the Responding Purchasers misled the MTO about the amount that they paid for these vehicles, thereby failing to pay significant sums in taxes. Some of the Respondent Purchasers actually obtained two receipts or Bills of Sale from the vendors—one real and one at a lower price to show MTO for calculating taxes. At the very least, this paints them in a negative light, as it demonstrates a willingness to bend the truth as it suits them.

[83] To be clear, not every Respondent Purchaser lied to the MTO about the amount that they paid in respect of the vehicle. But far too many did.

[84] The evidence of the Respondent Purchasers, largely, actually adds little to the ultimate decision in this case. The real issue is whether or not the person from whom they all believed that they were acquiring title had the ability to convey title. As noted, in some cases it is clear on the face of the documentation that the Respondent Purchasers were dealing with Bradshaw when it was apparent that he was not the owner of the vehicle.

[85] On the other hand, Grogan Classics has produced documentation in this case establishing that Grogan Ford actually acquired legal title to the vehicles in question. They are able to provide detailed information on when and from whom they acquired the vehicles in question. This includes Bills of Sale. Grogan Ford can therefore establish that it acquired title to the vehicles.

[86] What is not available is any Bill of Sale from Grogan Ford to any of the purported sellers of the vehicles to the Responding Purchasers that shows that Grogan Ford relinquished title to the vehicles. Grogan Classics asserts that this is because no such documentation exists. This is important because there has to be a chain of ownership in respect of any individual vehicle. Grogan Ford can show that it purchased the vehicles from original owners. While the Respondent Purchasers can also, for the most part, show that they later purchased the vehicles, they cannot show that Grogan Ford sold the vehicles to the persons from whom they purchased them. In fact, Grogan Ford later sold those vehicles to Grogan Classics.

**Can I Determine this Case as this Proceeding is Currently Constituted?:**

[87] The Respondent Purchasers also argue that the Court should exercise extreme caution when making declaratory orders, relying on *Re Lockyer*, [1934] O.R. 22 (Ont. C.A.). The majority of the Court stated that the Court should be hesitant to make a declaratory order where the declaration can have no effect except in the future and on the happening of a stated contingency. There was no useful purpose in making the declaratory order in that case, as the issue was an intended gift to be made upon the death of the beneficiary. It was entirely possible that the estate would be depleted by the time of her death and therefore, it was premature to make such a declaration and thus, the declaration would serve no practical purpose.

[88] That case is readily distinguishable from the situation at present. There is a clear dispute *at this time* with respect to the ownership of the vehicles in question.

[89] In *S. A. v. Metro Vancouver Housing Corp*., 2019 SCC 4, [2019] 1 S.C.R. 99, the Supreme Court set out the circumstances where it was appropriate to grant declaratory relief:

(i) The court has jurisdiction to hear the issue;
(ii) The dispute is real and not theoretical;
(iii) The party raising the issue has a genuine interest in its resolution, and
(iv) The responding party has an interest in opposing the declaration being sought.

[90] In my opinion, all four of those criteria are met in this case. Unlike *Lockyer*, the dispute is real, not theoretical. Grogan Classic has a genuine interest in the resolution of the issue and the Responding Parties have an interest in opposing the declaration. Nobody takes any issue with this court having jurisdiction in this case. I am confident that this is an appropriate case for declaratory relief should I be inclined to grant it.

[91] The Respondent Purchasers also take issue with this matter proceeding by way of Application. I would have thought that this issue would have been raised as a preliminary issue. However, the Respondent Purchasers raised it at paragraph 67 of their factum and only at the end of their oral submissions. Nevertheless, it is an important procedural issue.

[92] The Application was brought under subrules 14.05(3)(d),(g) and (h). It must be acknowledged that when it was initially brought, it was not contemplated that anyone other than Service Ontario would respond. In other words, the case has become considerably more complex than anticipated by the Applicant.

[93] Subrule 14.05(3)(d) permits an application where the relief claimed is the determination of rights that depend upon the interpretation of a deed, will, contract or other instrument, or the on the interpretation of a statute. In my view, the court is being asked to do more than simply interpret the *Sale of Goods Act* and interpret a contract. In this case it is necessary for certain factual findings to be made.

[94] Subrule 14.05(3)(g) permits an application where the relief claimed is a declaration when ancillary to relief claimed in a proceeding properly commenced by a notice of application. The difficulty with utilizing this subrule is that the declaration is the main relief being sought in this case and is not merely ancillary to a properly commenced application.

[95] Subrule 14.05 (h) provides that a proceeding may be brought by application where it is unlikely that there will be any material facts in dispute requiring a trial.

[96] Unless at least one of these subrules applies, the proceeding should be brought by way of action. However, the use of the words "requiring a trial" in subrule (h) is telling. This is not a prohibition on using an application unless there are *no* material facts in dispute. This subrule prohibits applications only where a trial is required to resolve any material facts in dispute. I note that the rule was amended effective January 1, 2019, to add "requiring a trial".

[97] Rule 38.10 grants the judge presiding over an application the discretion to grant the relief sought, dismiss or adjourn the application in whole or in part, or order that the whole application or any issue proceed to trial and give directions as are just.

[98] Perell J., in *Dell v. The Corporation of the Town of Niagara on the Lake et al*, 2023 ONSC 1610, at para. 21, noted the factors that the court will consider in determining whether to convert an application into a trial of an issue, as follows:

(a) whether there are material facts in dispute;
(b) the presence of complex issues;

(c) whether there is a need for the exchange of pleadings and discovery; and
(d) the importance and nature of the relief sought by application.

[99] Justice Perell described that the court should consider whether the affidavits and the transcript of the cross-examination are sufficient to decide any credibility issues or whether a trial is required. The court should also consider whether if the proceeding had already been commenced as an action and the moving party had brought a motion for summary judgment would the court be satisfied that there is no genuine issue requiring a trial in which case a trial would not be necessary.

[100] Perell J. in *Gojkovich v. Buhbli Organics Inc*., 2023 ONSC 2738, at para. 70, stated as follows:

> [70] … Procedural fairness is the critical determinant of whether an application should be converted into a trial. If the application cannot fairly be determined by the summary process of affidavits and cross-examinations, then the application should proceed to trial and a hearing of witnesses. However, if the determination of the issues, including issues of credibility can properly be made on the application record, then the application should not be converted into an action with a trial. …

[101] In my view, none of the Respondent Purchasers' evidence is contentious such that it represents a material fact in dispute requiring a trial. In fact, other than the significance of the "ownerships", the Applicant takes little issue with the evidence of the Respondent Purchasers.

[102] Importantly, none of the Respondent Purchasers deposed that they believed that the person who was selling them the vehicle was representing Grogan Ford. From their affidavits, I conclude that they have little to no evidence to offer with respect to the relationship between Grogan Ford and Bradshaw.

[103] The more pressing question is whether I am satisfied by the evidence of the Applicant that there are no material facts in issue.

[104] The Applicants' evidence is mostly to identify the person from whom Grogan Ford purchased each vehicle, and that Grogan Ford then sold the vehicle to Grogan Classic usually after the alleged purchases by the Respondent Purchasers from other people not linked to Grogan Ford.

[105] Additionally, Mr. Grogan's initial affidavit sets out the evidence that I recited in the "Background" section of this Decision. The Respondent Purchasers describe the allegations of theft or fraud as against Bradshaw unsupported and "bald". They also argue that I should draw an adverse inference against the Applicant because they did not provide any evidence from Bradshaw. I will not do so as I do not consider Bradshaw to be a witness under their control, nor friendly to their cause. I cannot expect Grogan Classics to furnish evidence from someone under investigation for stealing from them or defrauding them.

[106] Mr. Grogan and Mr. Windsor were cross-examined on their affidavits, and I have taken the time to read those transcripts. The Respondent Purchasers did not successfully impeach them with respect to the allegation that Bradshaw was selling the vehicles with their knowledge. Rather, the line of questioning concerned the location of the ownerships, the actual vehicles and whether Grogan Ford kept documents establishing chain of custody of the vehicles. The questioning does not really assist the court with respect to the possible application of the *Factors Act*.

[107] Mr. Grogan deposes that Bradshaw and Leblanc have been charged criminally with theft, forgery and fraud. I do not know if the charges have been resolved. I note that the Ontario statute, unlike the BC statute, does not require a conviction for theft.

[108] Mr. Grogan deposes that when his employee attended at Service Ontario in Petrolia to transfer the vehicles from Grogan Ford to Grogan Classics, it was discovered that many of the vehicles had already been transferred into the names of third parties. Mr. Grogan states that Bradshaw had forged Grogan Ford's signature on the "ownerships" and then sold the cars to those purchasers. There were still vehicles registered in the names of Bradshaw, Leblanc, Charlotte Faye Johnson and McCrory.

[109] While I agree that it is supposition that this was done by Bradshaw, it is not clear that the identity of the perpetrator is important. Clearly, Grogan Ford is taking the position that it did not transfer the vehicle permits, or cause them to be transferred.

[110] Mr. Grogan also deposes that Service Ontario requires a copy of the dealer's OMVIC issued dealer's licence as well as a letter of authorization to permit the person to transfer the "ownership". He states that he knows of no way that Bradshaw or anyone else could have attained a copy of the Grogan Ford dealership OMVIC licence to provide it to the Madoc Service Ontario office.

[111] In some respects, Grogan Classics is essentially being asked to prove a negative. Grogan Classics cannot produce a document showing that it did not transfer title to Bradshaw or Leblanc. It cannot produce a document that would show that it did not get paid when it transferred the title to Bradshaw or Leblanc.

[112] However, I am mindful that *St. Laurent*, *Jen-Zam Enterprise Inc.*, *McCallen* and *McManus*, *supra*, were trial decisions.

[113] With considerable reluctance, especially since this litigation has been ongoing for quite some time, that storage costs are being incurred and because I am aware of Mr. Grogan's age and health, I have determined that I must order a trial of some narrow issues, as follows:

(I) I want to hear the *viva voce* evidence, including cross-examination, with respect to the relationships, if any, between Bradshaw, Leblanc, McCrory and Grogan Ford. The issues to be addressed are the allegations of fraud and theft as against Bradshaw, Leblanc and McCrory, as well as whether Bradshaw can be considered a mercantile agent under the *Factors Act* and what is known about his ordinary business.

[114] I will leave it up to the parties to consider calling any other witnesses, for example, an investigating officer (recognizing that the charges may not be resolved). For example, it may assist the court to know how the police concluded the vehicles were stolen. I do not need to hear from any of the Respondent Purchasers unless they have evidence with respect to the issue to be tried. It is not my intention that this "trial" consume more than a day or two.

[115] In order to understand Bradshaw's role with Grogan Ford, if any, I agree with the Respondent Purchasers that communications (i.e.. emails) between Grogan Ford and Bradshaw are relevant and should be produced before the trial proceeds. Grogan Ford is likely going to be the only source of evidence regarding Bradshaw's authority. This evidence is relevant and necessary.

[116] I will work with the trial coordinator to make myself available for a one or two day focussed hearing. If necessary, I can convene a case conference to deal with procedural concerns. For example, I would have thought discoveries are not necessary, given that cross-examination has occurred, but if the parties cannot agree on that issue, I may be spoken to.

[117] I reiterate that the parties did not provide me with much of the case law referred to in this decision, meaning that they were not in position to make submissions on those cases. In some respects, I have little sympathy as the court expects counsel to assist the court by providing the relevant cases. However, I will entertain submissions with respect to those cases before rendering a final decision.

[118] I also note that the Applicant during oral submissions indicated that in the circumstances it was not pursuing its costs as against the Respondent Purchasers. However, I do not expect the Applicant to maintain that position should it wish to revisit it, depending upon the Respondent Purchasers' position at the trial of an issue.

*"Justice Spencer Nicholson"*

Justice Spencer Nicholson

**Date:** March 31, 2026

**CITATION:** Grogan Classics Inc. v. H.M.K. for M.T.O. Operating as S.O.**,** 2026 ONSC 1930
**COURT FILE NO.:** CV-24-00002981-0000
**DATE:** 20260331

**ONTARIO**

**SUPERIOR COURT OF JUSTICE-ONTARIO**

**IN THE MATTER OF THE TITLES TO VEHICLES STOLEN FROM GROGAN FORD LINCOLN INCORPORATED**

**B E T W E E N:**

Grogan Classics Inc.

Applicant

**- and -**

His Majesty the King in Right of the Province of Ontario for the Ministry of Transportation, operating as Service Ontario, Wayne Evoy, Joseph, Potipco, Lee Hele, James White, Kris Valleau, Daniel Booth, Cadillac Lounge Productions Inc., Gregory Boyd, Shelley Wickens, Michael Daubney, Jeffrey Clairoux, Gregory Miller, Ferme Avicole Major Limited, Terry Nixon, Franklin Perkins, Robert Macklin, Lorraine Fortin, Pierre Fortin, Michael Vestervelt, Micheal Vandecamp, Dennis Bachmann, Ivan Allin, Donald Lamontagne, Frances Ravenhorst, James Douglas Inglis, Jesse Daniel Crebo, Bianka Loubier

Respondents

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**DECISION ON APPLICATION—PART I**

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NICHOLSON J.

**Released:** March 31**,** 2026