

**CITATION:** Modern Hieroglyphics v. Rippeyoung and McEwen, 2026 ONSC 2518  
**COURT FILE NO.:** CV-23-00000002  
**DATE:** 2026/04/28

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
 )  
 ) Nathan Lean, for Plaintiff  
 )  
 MODERN HIEROGLYPHICS INC. o/a )  
 MH STONEWORKS )  
 Plaintiff )  
 )  
 – and – )  
 )  
 MATTHEW TIMOTHY RIPPEYOUNG ) Mackenzie J. Spooner, for the Defendants  
 and SAMUEL KARL MCEWEN )  
 )  
 )  
 Defendants ) **HEARD:** April 7, 2026  
 )

2026 ONSC 2518 (CanLII)

**REASONS FOR DECISION**

**MARANGER J.**

**Overview:**

[1] The Plaintiff, M. H. Stoneworks, is a masonry and heritage building restoration contractor. It entered into a contract with the defendants, Matthew Rippeyoung and Samuel McEwen, to restore an old church building located on their property, municipally known as 761 William Campbell Rd. in Montague, Ontario.

[2] On January 9, 2022, the parties executed a CCDC- 2 stipulated price contract. The contract provided for heritage stonework restoration at a fixed price of \$215,000 plus HST, with additional work to be performed on a time-and-materials basis. The total value of the contract inclusive of extras was \$258,685.25.

[3] The contract provided for the following work: repointing and rebuilding all exterior walls above and below grade; excavating and repointing exterior stone walls below grade; excavation and backfill on the exterior of the building; demolishing the front portico entrance; removing the chimney down to grade; and all setup and heat required to complete the stated work. It also provided for additional work on a time-and-materials basis.

[4] The project involved a heritage stone church building that required significant restoration. The mid-winter start date required that all areas of work be tarped and heated.

[5] The work began on January 18, 2022. Between February and May 30, 2022, MH Stoneworks issued three invoices totalling \$179,856.45, as follows:

- February 14, 2022: \$15,735.25 (due on March 16, 2022)
- March 22nd, 2022: \$129,763.55 (due on April 21, 2022)
- May 30th, 2022: \$34,357.65 (due on June 29, 2022)

[6] The defendants did not pay the invoices in the time stipulated in the contract but made payments totaling \$3,100 up to August 2nd, 2022. From January to April 2022, MH Stoneworks continued the work while simultaneously demanding payment and waiting for the defendants promised financing to materialize.

[7] On October 13, 2022, the plaintiff registered a claim for lien in the amount of \$176,756.45. The defendants paid a further \$34,000 in November 2022. Since that time the balance of \$142,756.45 has remained outstanding. The contract also stipulated that interest would be charged on any outstanding balances

**Issues to be decided:**

[8] The trial was brief. The evidence consisted of two affidavits filed by each party and the testimony of the affiants. The issues that arose were the following:

- a) Was there a forbearance agreement or condition attached to the contract that payment depended upon the defendants obtaining financing for the project?

- b) Were the invoices overstated, and should the amount claimed be reduced?
- c) Was the lien registered outside of the timelines set out in the *Construction Act*, RSO 1990 c. c.30 (the “Act”)?

**Issue 1: Was there a forbearance agreement?**

[9] The evidence overwhelmingly supports the conclusion that there was no forbearance agreement, or financing condition attached to payment.

[10] Article A-2, 2.1 of the contract stipulated that the contract supersedes all prior negotiations, representations or agreements, either written or oral, relating to the work.

[11] The email correspondence shows that although the anticipated financing for the project fell through, the defendants attempted to restructure the financing to pay the invoices. Nothing in the exchanges suggests that payment was conditional on financing. The correspondence suggests the opposite.

[12] Finally on this issue, Mr. Rippeyoung acknowledged in his testimony that payment was not conditional upon financing.

**Issue 2: Should the amount claimed be reduced?**

[13] The evidence demonstrates that there was no dispute regarding the amounts owing until litigation commenced. The prior discussions focused on how payment would be made, not on the amount owed.

[14] The only evidence to support the proposition that the invoices were overstated came from the defendant Mr. Rippeyoung, who acknowledged he had no expertise in the field of construction. He estimated that approximately 49% of the project was completed, rather than the approximately 70% reflected in the invoices.

[15] Mr. David Watson, owner of MH Stoneworks, has decades of construction experience. He provided detailed evidence of the work performed, supported by photographs and itemized

invoices indicating percentages of completion. I have no reason to doubt the accuracy of those invoices

[16] I am satisfied that MH Stoneworks has proven on a balance of probabilities, that the company is entitled to the amounts claimed together with the interest accumulated in accordance with the contract.

**Issue 3: Was the lien registered outside of the time limits in the *Construction Act*?**

[17] S. 31(1) of the Act provides as follows:

Expiry of liens

**31** (1) Unless preserved under section 34, the liens arising from the supply of services or materials to an improvement expire as provided in this section. R.S.O. 1990, c. C.30, s. 31 (1); 2017, c. 24, s. 67.

Contractor's liens

(2) Subject to subsection (4), the lien of a contractor,

(a) for services or materials supplied to an improvement on or before the date certified or declared to be the date of the substantial performance of the contract, expires at the conclusion of the 60-day period next following the occurrence of the earlier of,

(i) the date on which a copy of the certificate or declaration of the substantial performance of the contract is published as provided in section 32, and

(ii) the date the contract is completed, abandoned or terminated; and

(b) for services or materials supplied to the improvement where there is no certification or declaration of the substantial performance of the contract, or for services or materials supplied to the improvement after the date certified or declared to be the date of substantial performance, expires at the conclusion of the 60-day period next following the occurrence of the earlier of,

(i) the date the contract is completed, and

(ii) the date the contract is abandoned or terminated.

[18] The lien was registered against the property on October 13, 2022. The contract was not completed or formally terminated. The issue is therefore when was the project abandoned.

[19] The plaintiff submitted that the earliest date of abandonment was August 18, 2022 making the registration within the 60 day time frame. The defendants submitted that it was abandoned in April 2022 taking the registration well outside the 60-day limit.

[20] Abandonment in the context of a construction lien is defined as the cessation of all work coupled with the intention not to ever complete the contract or a cessation of work that is permanent in the sense that it was not intended to carry the project to completion. *Paris Construction LTD v. JAV Residences LTD*, 1985 Carswell Ont. 827 at paras. 13 and 14.

[21] Based upon the testimony, and documentary evidence filed by both parties, I find that the project was abandoned on August 18, 2022. I arrive at this decision for the following reasons:

- As of April 2022, about 70% of the work was completed. Work ceased due to payment and financing concerns, but completion remained possible. I have little doubt that had financing been obtained the work would have continued and the project completed.
- Equipment and materials remained on site through May, June, and July and the site was not fully demobilized. I accept David Watson's testimony that it was left there because it is easier to return and continue work on an already set up job site, rather than start the set up all over again. The pace of demobilization supports the proposition that the cessation of work was not yet considered permanent.
- The parties met numerous times between June and August to discuss payment for the work already completed and what might be done in the future. An email from MH Stoneworks to the defendants dated June 30<sup>th</sup>, 2022, stated the following: "Thank you for the e-transfer. I think it would be good if we had a call to discuss the amount of payment to make against the current bill and to update us on your

altered building plans. Can we connect after the long weekend to discuss? Let me know.”

- The effective date of abandonment is reflected in an email dated August 18, 2022. It indicated “Crew will be over tomorrow morning between 730-8 am to demobilize the site on the outside, David will come by little later to finalize the demobilization and disconnect the external power from inside the house.” This last step in my view was when the project was permanently discontinued.

[22] Therefore, I find the lien was registered in time and is valid.

**Conclusion:**

[23] The contract provided for interest to be charged on outstanding invoices. The calculation provided appears accurate. The interest charged totalled \$57,401.80 at trial. The total amount owing the Plaintiff is therefore \$200,158.25.

[24] With respect to costs, if the parties are unable to resolve the issue, I will accept two pages of written argument as follows:

- Plaintiff: within 15 days of the release of this decision.
- Defendants: within 7 days thereafter.
- Plaintiff reply: 1 page within 5 days thereafter.

[25] Failing submissions, I will presume the issue resolved and will not order costs.

**Released:** April 28, 2026

The Honourable Justice Robert Maranger

**CITATION:** Modern Hieroglyphics v. Rippeyoung and McEwen, 2026 ONSC 2518  
**COURT FILE NO.:** CV-23-00000002  
**DATE:** 2026/04/28

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

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

MODERN HIEROGLYPHICS INC. o/a MH  
STONEWORKS

Plaintiff

**- and -**

MATTHEW TIMOTHY RIPPEYOUNG and SAMUEL  
KARL MCEWEN

Defendants

---

**REASONS FOR DECISION**

---

Maranger J.

**Released:** April 28, 2026