

COURT OF APPEAL FOR BRITISH COLUMBIA

Citation: *Fang v. Bob Landscaping Corp.* ,
2025 BCCA 27

Date: 20250130
Docket: CA48958

Between:

Isabella Fang and George Lin

Appellants/
Respondents on Cross Appeal
(Defendants)

And

Bob Landscaping Corp.

Respondent/
Appellant on Cross Appeal
(Plaintiff)

Before: The Honourable Madam Justice Bennett
The Honourable Mr. Justice Grauer
The Honourable Justice Winteringham

On appeal from: An order of the Supreme Court of British Columbia, dated
March 3, 2023 (*Bob Landscaping Corp. v. Fang*, 2023 BCSC 318,
New Westminster Docket S215907).

Counsel for the Appellants/Respondents on
Cross Appeal:

D.P. Davison

Counsel for the Respondent/Appellant on
Cross Appeal:

S. Streat

Place and Date of Hearing:

Vancouver, British Columbia
December 10, 2024

Place and Date of Judgment:

Vancouver, British Columbia
January 30, 2025

Written Reasons by:

The Honourable Madam Justice Bennett

Concurred in by:

The Honourable Mr. Justice Grauer
The Honourable Justice Winteringham

Summary:

The trial judge found the appellants in breach of contract for failing to pay the outstanding balance of a fixed term contract. He dismissed the remainder of the claim for damages in excess of the sum agreed to in the contract. He ordered that each party bear its own costs. The appellants appeal both orders. HELD: Appeal dismissed. The trial judge did not err in his determination of the essential elements of the contract. Nor did he err in the exercise of his discretion in fixing costs.

Reasons for Judgment of the Honourable Madam Justice Bennett:

[1] At issue in this appeal is \$5,280 and the trial costs award. Isabella Fang and George Lin are spouses (collectively, “the appellants”). Mr. Lin hired Bob Landscaping Corp. (“Bob”) to level a piece of property owned by Ms. Fang. The principal of Bob is Bozidav Vujicic. The contract price was \$10,000. During the course of the work, Bob claimed that the job was far more difficult than anticipated. He billed the appellants a total of \$88,557.84. The appellants paid a total of \$4,720 and refused to pay anything further.

[2] Bob sued the appellants for a sum between \$60,000 to 90,000 (based on differing bases for the claim). The appellants counterclaimed seeking a declaration for breach of contract by Bob and unspecified damages. The trial judge concluded that the appellants breached the contract by failing to pay Bob the remaining amount on the contract. He dismissed the remainder of Bob’s claim and the counterclaim. He concluded that although Bob was successful, much of his claim was unfounded and ordered that each party bear its own costs.

[3] Bob subsequently applied for a hearing on costs. The judge maintained the costs order but awarded \$150 to the appellants for the costs hearing: 2023 BCSC 1689. The trial reasons are indexed at 2023 BCSC 318.

[4] The appellants appeal the trial decision and the costs order, seeking a dismissal of Bob’s claim and an order for costs of the trial and the appeal. Bob seeks to have the appeal dismissed, with costs of the appeal in its favour.

[5] Bob filed a cross-appeal and an amended cross-appeal; however, once Bob retained counsel, the cross-appeals were not pursued. I would dismiss the cross-appeals as abandoned.

[6] I would dismiss the appeal and order costs of the appeal to Bob.

Background

[7] In the fall of 2018, Mr. Lin was looking for a landscaper to level a piece of property owned by Ms. Fang. A house on the property had burned down, and rather than rebuild, the appellants decided to level the property and lease it for the storage of heavy equipment. The land had to be compacted and leveled to the same height as adjoining properties. Mr. Lin contacted Mr. Vujicic on October 17, 2018, and Mr. Vujicic expressed interest in the contract. The following text messages were exchanged (as set out in the reasons for judgment at para. 11 to 14):

[11] On October 18, 2018, Mr. Lin sent a text message to Mr. Vujicic describing the landscaping work as follows:

MR. LIN: Property is 60 X 180'

The work for leveling:

Use the hard pan or similar material at the bottom to a certain level, and 3" clear concrete and 3" minus on top.

Grinding and compacting to finish the work.

The ground has to be level with the neighbors on three sides. It must be solid enough to park any heavyweight machine.

[12] After Mr. Vujicic had viewed the Property later that day, Mr. Lin texted Mr. Vujicic asking what he thought about the work. Mr. Vujicic responded by text as follows:

MR. VUJICIC: Ok we will do it for 10000\$ including machine and material

And plate tamper on the end

[13] Mr. Lin then confirmed the payment terms with these texts:

MR. LIN: So, it's \$10000 including tax, and I pay you \$2000 in cash. Is that ok?

I can pay you a check with \$8000 which is including tax. And pay you \$2000 cash. So your quote is \$7619 + tax = \$8000 a check + \$2000 cash

[14] Mr. Vujicic responded by texting: "Ok".

[8] Bob started working on the project around November 2, 2018. Mr. Lin expected the job to take about three days based on what others had told him. The job was taking longer than Mr. Lin anticipated and he expressed his concern via text messages to Mr. Vujicic on November 6 and 12. On November 18, Mr. Vujicic sent a text to Mr. Lin and advised him that “it is not going to be possible to do just 6 inches blanket.” In Mr. Vujicic’s view, at least one foot depth was required, which would require more fill, which in turn would cost more. Mr. Lin and Mr. Vujicic exchanged text messages and Mr. Lin suggested that the cost could be reduced by using a combination of hardpan on the bottom and crushed stone on the top, as he had originally requested. Mr. Lin sent Bob an advance of \$3,500.

[9] The parties sent proposals back and forth via text message without reaching an agreement. In the meantime, Bob’s excavator had broken down and work came to a halt. It was finally repaired December 21, 2018. On December 25, Bob sent the first of several invoices, none of which was paid by Mr. Lin. Mr. Lin paid Bob \$500 to cover material. Mr. Lin advised Bob that the agreement remained and any changes had to be discussed and agreed upon before more work occurred. Text messages continued to be exchanged, as described by the trial judge at para. 28:

The text messages exchanged between Mr. Lin and Mr. Vujicic over the next few weeks are confusing and not always logically coherent. They show that a stalemate had arisen, with Mr. Vujicic insisting that Bob be paid money immediately in order to continue the work, and Mr. Lin insisting that Bob continue the work before any more money is paid. There is also an escalation of their rhetoric. Mr. Lin threatened to give formal notice to end the contract, and demanded that Bob’s equipment be removed from the Property if no work is being done. Mr. Vujicic refused to move any equipment unless Bob is paid first, and suggested that, as an unpaid creditor, Bob is now a “co-owner” of the Property. At the same time, the parties’ texts include discussions of how the work could be completed, including the removal of garbage, the breaking down and relocation of large rocks, as well as the building of a road to access the back of the Property.

[10] On January 30, 2019, Mr. Lin sent a new contract to Bob via text message. Mr. Vujicic asked that it also be emailed to him. Mr. Vujicic made a number of amendments to that contract. Mr. Lin did not receive the amended contract from

Bob. The parties planned to meet in February to sign a new contract, but that meeting never occurred.

[11] The weather was inclement, and work could not occur until March. On March 8, 2019, the following text exchange occurred, summarized in the trial judgment at para. 33:

On March 8, 2019, Mr. Lin texted Mr. Vujicic to ask whether he was still interested in working on the Property now that the weather had improved. Mr. Vujicic answered in the affirmative. On March 12, 2019, they had the following exchange:

MR. LIN: Do you still remember what we have talked and agreed about how to finish the work?

MR. VUJICIC: Yes we have that contract that describes everything and anyway we will be daily in touch with all daily progress reports

[12] Bob began working again and Mr. Lin sent a payment of \$720 to cover four truck loads of material. However, when Mr. Lin learned that Bob had only brought 2 truckloads, and expected to be paid for additional truckloads, it became apparent that Mr. Lin had not received Bob's amendments to the new contract. The relationship quickly soured. Following several frustrated attempts to resolve their disagreements, the appellants told Bob that they were not willing to provide any further opportunities to complete the project and that they would have Bob's vehicle and excavator towed off of the property if not removed voluntarily. Bob refused to remove the vehicles and placed signs on them stating "Property is under dispute in court", and "ownership is not determined yet", which dissuaded a towing company from towing the vehicles off of the property.

[13] In April 2019, the appellants entered separate negotiations with their neighbour, Mr. Mann, regarding finishing the work of levelling the property, with a view toward a lease with Mr. Mann to park his vehicles on the property. Mr. Mann instead negotiated a separate agreement with Bob—unbeknownst to the appellants—wherein Bob would continue the work on the property under Mr. Mann's supervision, and Bob would be compensated by receiving the right to park its vehicles on the property as a sub-tenant of Mr. Mann.

[14] On April 23, 2019, Bob sent Mr. Lin yet another invoice, this time for \$88,557.84, including a \$60,000 claim for business loss, which Mr. Lin did not pay.

[15] Bob completed its work on the property by June 2019.

[16] Claims and counterclaims were filed, and were eventually settled, except for the claim that is the subject of this appeal.

Trial judge’s decision

[17] The trial lasted nine days. Bob was represented by Mr. Vujicic. The appellants were represented by counsel. In his reasons for judgment, the judge carefully set out the evidence and his factual and credibility findings. He generally accepted the evidence of Mr. Lin and Mr. Vujicic. No issue is taken with his comprehensive review of the law. He relied primarily on the text messages to identify the contract as both parties testified that there were few oral conversations. The judge concluded that the parties entered into a valid contract on October 18, 2018. He found that there were two fundamental terms: Bob agreed to do landscaping work that would result in the ground being (1) level with the neighbouring lands on three sides; and (2) solid enough to support parked heavy machinery. The appellants agreed to pay Bob a fixed price of \$10,000 for completing the landscape work including all materials.

[18] At para. 91, the judge said:

The parties also agreed generally on the nature of the material that would be used to build up the ground. The bottom layer was to consist of soil in the nature of “hard pan” or “similar material”. The top layer was to consist of rock in the nature of “3” [inch] clear concrete” and “3” [inch] minus” (i.e., concrete and small rocks whose individual size does not exceed 3 inches). I accept, however, that the parties understood that Bob could use equivalent material for the two layers so long as it enabled the building of a solid and level ground surface for the Property.

[19] Of significance to the appeal, the judge found, at para. 92:

On the other hand, I do not accept that the parties clearly contemplated that either or both of these layers would necessarily be built to a specific height measured in inches. Rather, their actual agreement was made solely by reference to the concept of building up the land so that it is level with the three adjoining properties. While counsel for the Defendants and Mr. Vujicic

both asserted that the Contract entailed some calculation of material height (the former arguing that the “dressing” on top of the hardpan or similar material would be six inches; the latter arguing that the entirety of the base as originally contemplated would total six inches, later changed to one foot), these submissions are not consistent with the evidence as presented.

[20] The judge concluded that, despite efforts by both sides, an agreement with respect to a new or amended contract was not reached. He also found that the original contract was not repudiated, abandoned or terminated by either party prior to the completion of the contract in June 2019. He found that the original contract was valid, that Bob had completed the work that it had contracted to perform and that the appellants did not pay the full amount of the fixed price. Therefore, he concluded that the appellants breached the contract by non-payment and determined that Bob was owed the remainder of the contractual price of \$5,280. The judge dismissed Bob’s remaining claims.

Issues on appeal

[21] The appellants submit that the judge committed an overriding and palpable error by finding that the specific materials to be used, that is “hard pan or similar material at the bottom to a certain level, and 3” clear concrete and 3” minus on top”, and the specific functions of the top layer of the landscaping work, were not essential terms of the contract. In so finding, the appellants contend that the judge erred in finding that there was a breach of the contract as a result of their failure to pay Bob the full price of the contract. The appellants also submit that they should receive costs of the trial, as most of Bob’s claim was unsuccessful.

Position of the parties

[22] The appellants argue that the parties did not agree “generally”, as the trial judge found, on the required material, but that the type of material was an essential term of the contract. They say that the bottom layer being made of hardpan or similar material was essential to the objective of building up solid ground and levelling the property to the height of its neighbouring properties, and the top layer being made of concrete and small rocks was necessary to achieve the objectives of additional stability, improved drainage, increased cleanliness and a better aesthetic

appearance. The appellants cite the October 18, 2018 text messages between the parties as evidence that two layers, with two different materials being used, were essential terms of the contract. They also cite evidence at trial that these two layers were discussed in subsequent conversations between the parties. The appellants argue that Mr. Lin’s evidence that he understood these to be essential terms of the contract was clear and unequivocal and was never contradicted by Mr. Vujicic’s evidence at trial. They argue that because Bob only built up the property using one layer of material, he did not complete the contract, and therefore, the appellants were not required to pay the contract price.

[23] Bob argues that the trial judge was in the best place to consider the evidence, and did not make a palpable and overriding error when he found that Bob had substantially completed the contract in building up the property using one layer that involved a mixture of materials.

Standard of review

[24] Contract interpretation, absent an extricable error of law, raises issues of mixed fact and law, and the standard of review is therefore palpable and overriding error (*Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at para. 52 and *Housen v. Nikolaisen*, 2002 SCC 33 at paras. 26–28). Whether a term is essential is a finding of fact (*Ai Kang Yi Yuan Enterprises Corp. v. 1098586 B.C. Ltd.*, 2024 BCCA 299 at para. 48). The meaning of words in a contract is often derived from a number of factors forming the factual matrix, including the purpose of the agreement, and the nature of the relationship created by the agreement. As noted in *Sattva* at para. 47:

Regarding the first development, the interpretation of contracts has evolved towards a practical, common-sense approach not dominated by technical rules of construction. The overriding concern is to determine “the intent of the parties and the scope of their understanding” (*Jesuit Fathers of Upper Canada v. Guardian Insurance Co. of Canada*, 2006 SCC 21, [2006] 1 S.C.R. 744, at para. 27, *per* LeBel J.; see also *Tercon Contractors Ltd. v. British Columbia (Transportation and Highways)*, 2010 SCC 4, [2010] 1 S.C.R. 69, at paras. 64-65, *per* Cromwell J.). To do so, a decision-maker must read the contract as a whole, giving the words used their ordinary and grammatical meaning, consistent with the surrounding circumstances known to the parties

at the time of formation of the contract. Consideration of the surrounding circumstances recognizes that ascertaining contractual intention can be difficult when looking at words on their own, because words alone do not have an immutable or absolute meaning:

No contracts are made in a vacuum: there is always a setting in which they have to be placed. . . . In a commercial contract it is certainly right that the court should know the commercial purpose of the contract and this in turn presupposes knowledge of the genesis of the transaction, the background, the context, the market in which the parties are operating.

([*Reardon Smith Line Ltd. v. Hasen-Tangen*, [1976] 3 All E.R. 570] at p. 574, per Lord Wilberforce)

[25] The question on appeal is whether the judge made a palpable and overriding error of fact or mixed fact and law in finding that the type of material used in the project was not an essential element of the agreement. As noted in *Benhaim v. St-Germain*, 2016 SCC 48 at paras. 38–39:

[38] It is equally useful to recall what is meant by “palpable and overriding error”. Stratas J.A. described the deferential standard as follows in *South Yukon Forest Corp. v. R.*, 2012 FCA 165, 4 B.L.R. (5th) 31, at para. 46:

Palpable and overriding error is a highly deferential standard of review “Palpable” means an error that is obvious. “Overriding” means an error that goes to the very core of the outcome of the case. When arguing palpable and overriding error, it is not enough to pull at leaves and branches and leave the tree standing. The entire tree must fall.

[39] Or, as Morissette J.A. put it in *J.G. v. Nadeau*, 2016 QCCA 167, at para. 77 (CanLII), [TRANSLATION] “a palpable and overriding error is in the nature not of a needle in a haystack, but of a beam in the eye. And it is impossible to confuse these last two notions.”

Legal principles

[26] The basic principles for forming a contract are succinctly set out by Justice Harris in *Oswald v. Start Up SRL*, 2021 BCCA 352 at paras. 33–34:

Finding of a Binding and Enforceable Contract

[33] On a fair reading of the judgment, it is apparent the judge applied the correct legal test to determine whether the parties entered into a binding and enforceable contract. As the Supreme Court of Canada has recently confirmed, a contract is formed when the parties “have indicated to the outside world, in the form of the objective reasonable bystander, their intention to contract and the terms of such contract”, and the surrounding circumstances may be considered: G.H.L. Fridman, *The Law of Contract in Canada*, 6th ed. (Toronto: Carswell, 2011) at 15; *Ethiopian Orthodox*

Tewahedo Church of Canada St. Mary Cathedral v. Aga, 2021 SCC 22 at paras. 36–37 [*Ethiopian Orthodox*]. The court must consider “how each party’s conduct would appear to a reasonable person in the position of the other party”: *Owners, Strata Plan LMS 3905 v. Crystal Square Parking Corp.*, 2020 SCC 29, at para. 33. “The question in every case is what intention is objectively manifest in the parties’ conduct”: *Ethiopian Orthodox* at para. 38.

[34] The applicable legal principles to determine whether an enforceable contract has been formed were succinctly set out in Mr. Mhamunkar’s factum at para. 67 as follows:

- (a) there must be an intention to contract;
- (b) the essential terms must be agreed to [by] the parties;
- (c) the essential terms must be sufficiently certain;
- (d) whether the requirements of a binding contract are met must be determined from the perspective of an objective reasonable bystander, not the subjective intentions of the parties; and
- (e) the determination is contextual and must take into account all material facts, including the communications between the parties and the conduct of the parties both before and after the agreement is made.

[27] An enforceable contract requires there to be agreement between the parties to all of the essential terms. An essential term depends on the nature of the agreement and the circumstances in which it was made. As noted by Justice Cromwell (as he then was) in *United Gulf Developments Ltd. v. Iskandar*, 2008 NSCA 71 at paras. 14–15:

[14] ... Determining what terms are “essential” in a particular case is, however, more difficult than stating the principle. The sort of terms that are considered essential varies with the nature of the transaction and the context in which the agreement is made: *Mitsui & Co. v. Jones Power Co.*, 2000 NSCA 95, 189 N.S.R. (2d) 1 (C.A.) at para. 64.

[15] It follows that the nature of the transaction is key for determining what terms are essential...

[28] The approach to determining what are the essential terms were clearly described by Justice Stratas in *Apotex Inc. v. Allergan Inc.*, 2016 FCA 155 at paras. 30–33:

[30] An agreement does not arise until there is matching offer and acceptance on all terms essential to the agreement: *Olivieri*, above at para. 32; *Fieguth v. Acklands Ltd.* (1989), 1989 CanLII 2744 (BC CA), 59 D.L.R. (4th) 114, 37 B.C.L.R. 62 (C.A.) at para. 35; *Bawitko*, above at

pages 103-04. Disagreement, objectively assessed, on an essential term will mean that there is no agreement: *Reon Management Services Inc.*, above at para. 34.

[31] How does a court decide what terms are essential and what terms are not?

[32] The court is to view the specific facts of the case objectively in light of the practical circumstances of the case and ask whether the parties intended to be legally bound by what was already agreed or, in other words, whether an “honest, sensible business[person] when objectively considering the parties’ conduct would reasonably conclude that the parties intended to be bound or not” by the agreed-to terms: *G Percy Trentham Ltd v Archital Luxfer Ltd* (1992), [1993] 1 Lloyd’s Rep 25, 63 B.L.R. 44 (C.A.) at paras. 50 and 86; *Ward* at para. 61; *Hughes v. City of Moncton*, 2006 NBCA 83, 304 N.B.R. (2d) 92 at para. 6. Put another way, looking not through the eyes of lawyers, but through the eyes of reasonable businesspeople stepping into the parties’ shoes, was there something essential left to be worked out? See *Investors Compensation v. West Bromwich Building Society*, [1998] 1 All E.R. 98; [1998] 1 W.L.R. 896 (H.L.); *Chartbrook v. Persimmon Homes*, [2009] UKHL 38, [2009] A.C. 1101; *Re Sigma Finance*, [2009] UKSC 2, [2010] 1 All E.R. 571. Another way of putting it is to ask how “a reasonable [person], versed in the business, would have understood the exchanges between the parties”: *Bear Stearns Bank plc v. Forum Global Equity Ltd.*, [2007] EWHC 1576 (Q.B.D. Comm.) at para. 171.

[33] When courts find that there has been an agreement on essential terms, they will often imply non-essential terms into the agreement: *McCabe*, above at para. 20; *Fieguth*, above; *Hughes*, above at para. 6. The lack of agreement on non-essential terms will not stand in the way of a finding of an agreement. Put another way, “it is not necessary that the original contract include all the ancillary terms that are already implicit in its content”: *Ward*, above at para. 54. “Even if certain terms of economic or other significance to the parties have not been finalized, an objective appraisal of their words and conduct may lead to the conclusion that they did not intend agreement of such terms to be a pre-condition to a concluded and legally binding agreement”: *RTS Flexible Systems*, above at para. 45. For example, assuming an agreement on essential terms is otherwise in place, courts can imply terms concerning the granting of a release, the manner of payment and the timing of payment: *Fieguth*, above at para. 21; *Hodaie v. RBC Dominion Securities*, 2012 ONCA 796 at para. 3; *Imperial Oil Ltd. v. 416169 Alberta Inc.*, 2002 ABQB 386, 310 A.R. 338. Often these will be “mere formalities or routine language”: *Bawitko*, above at p. 106.

Discussion

[29] The appellants submit that the words “Use the hard pan or similar material at the bottom to a certain level, and 3” clear concrete and 3” minus on top” and “grinding and compacting to finish the work” were all essential terms of the contract that did not occur. They point to passages in the transcript where Mr. Lin testified to

his requirement for specific material. Essentially, the argument is that the judge erred by not giving effect to that evidence. However, as noted above, it is not the parties' subjective intentions that are relevant when determining the essential elements of a contract, it is an objective test. The judge listened to nine days of evidence (with only four witnesses testifying). He reviewed significant portions of the evidence in his reasons, including the terms of the contract. He found the following:

[87] Based on the evidence presented, I find that the parties did form a contract on October 18, 2018 (the "Contract"). Its fundamental terms are set out in the text messages exchanged between Mr. Lin - writing on his own behalf and as Ms. Fang's agent – and Mr. Vujicic - writing on behalf of Bob.

[88] These terms have two essential elements.

[89] First, Bob agreed to do landscaping work on the Property that would result in its ground being: (1) level with the neighbouring lands on three sides; and (2) solid enough to support parked heavy machinery.

[90] Second, the Defendants agreed to pay Bob a fixed price of \$10,000 for completing this landscaping work, material included.

[30] It is apparent from the photos in evidence that the contract was substantially completed, in that the ground was filled, and heavy vehicles could park on it. The fact that Mr. Lin added gravel after Bob was finished is neither here nor there. The two elements that the judge found were essential—that the property was level with the neighbouring lands on three sides and that it was suitable for parking heavy vehicles—were completed. In order to complete the term of the contract, Bob had to use much more fill than he anticipated and at a greater cost to him. The judge concluded that Bob was not to be compensated for the extra work or material because he had agreed to a fixed term contract.

[31] The judge concluded that the parties did not agree on the specific material required to complete the job. Given the wording of the contract (short form, text messages), the circumstances of the making of the contract, and the purpose of the contract (to have level property where heavy vehicles could park), it cannot be said that the judge made a palpable or overriding error of fact in coming to his conclusion. Nor did he err when he did not find as essential the terms "grinding and compacting to finish the work". The outcome of Bob's work was a level space fit for the purpose.

[32] This was a simple agreement to fill and level a piece of land so it could be used to park heavy vehicles. Bob underestimated what was required of it to complete the contract and will not be compensated for the extra work and material required to finish the job. On the other hand, as found by the judge, the appellants received what they had bargained for. No palpable or overriding error of fact or mixed fact and law has been shown on the part of the judge.

[33] I would dismiss the appeal of the order in relation to the interpretation of the contract.

Costs at trial

[34] The trial judge concluded that because of the divided success at trial, each party should bear their own costs. Costs are generally in the discretion of the trial judge. The successful party generally receives costs.

[35] Here, Bob was successful in finding that there was a breach of contract by the appellants for non-payment. He was unsuccessful with his claim for substantial damages and for his claim in *quantum meruit*. The appellants submit that, therefore, they were substantially successful and should have been awarded costs. Such a conclusion would overlook the fact that Bob had to sue to receive the remainder of what was owing on the contract. In my view, the judge did not err when he concluded that the appropriate result was each party bearing its own costs (and ordered Bob to pay a sum for the costs hearing).

Conclusion

[36] In my view, the judge did not commit any palpable or overriding error of fact or mixed fact and law when he found the essential terms of the contract. Furthermore, he did not err with respect to his costs order.

[37] I would dismiss the cross-appeals as abandoned and I would dismiss the appeal. I would order costs of the appeal to Bob.

“The Honourable Madam Justice Bennett”

I AGREE:

“The Honourable Mr. Justice Grauer”

I AGREE:

“The Honourable Justice Winteringham”