CITATION: USCAN Aviation Sales Ltd. v. Mansfield Heliflight Inc., 2025 ONSC 875
COURT FILE NO.: CV-18-00000279-0000
DATE: 20250207

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
USCAN Aviation Sales Ltd.	)	John Ritchie, James Feehely, and Peter McKenna for the Plaintiff / Defendant by Counterclaim
Plaintiff	)	
– and –	)	
Mansfield Heliflight Inc.	)	Madeline Klimek, for the Defendant / Plaintiff by Counterclaim
Defendant	)	
	)	**HEARD:** February 6, 2025

RULING ON MOTION FOR SECURITY FOR COSTS (DEFENDANT) AND ON CROSS-MOTION FOR SUMMARY JUDGMENT DETERMINING LIEN RIGHT AND ORDER FOR SECURITY (PLAINTIFF)

CHRISTIE J.

Overview

[1] There are two motions before the court:

a. The Defendant / Plaintiff by Counterclaim, Mansfield Heliflight Inc. ("Mansfield) has brought a motion seeking an order requiring the Plaintiff / Defendant by Counterclaim, USCAN Aviation Sales Ltd. ("USCAN") to post security for costs in the amount of $151,331.80 – estimated partial indemnity costs.

b. USCAN Aviation Sales Ltd. ("USCAN") has brought a cross-motion seeking, by way of summary judgment, a determination of a possessory lien right pursuant to the *Repair and Storage Lien Act* ("*RSLA*") and for an order requiring Mansfield to provide security of $150,000 USD in connection with this action.

[2] This action concerns the amount due to USCAN for repairs to Mansfield's helicopter – specifically the airframe and tail boom of a Bell 412 – repairs which commenced in 2008. There is a dispute about the quality and value of work done, as well as whether any work

was authorized after a work stoppage in February 2009. Despite the passage of nearly 17 years, these issues remain outstanding. The Bell 412 remains in the possession of USCAN, who claim a possessory lien, and who refuse to return the helicopter to Mansfield until their repair and storage charges are determined and paid. Based on the submissions of counsel on these motions, it would appear that this helicopter, presently, has little to no value and neither party truly want to possess it.

Facts

[3] There are some facts which are not in dispute which must be briefly summarized to put these motions in proper context.

[4] Mansfield is a Vermont corporation working in the aviation sector, providing maintenance service, hangar space, and flight training. Eric Chase is its President.

[5] USCAN was a Canadian federal corporation that was in the business of repairing aircraft, including helicopters, at its facility in Alliston, Ontario. In 2016, USCAN sold its assets to Helitrades Inc., an Ontario corporation. USCAN was dissolved on September 12, 2023 and revived on November 3, 2023 for the purpose of carrying on with this litigation. USCAN currently claims to have a single remaining asset - a lien over Mansfield's Bell 412 and the associated debt owed. Douglas Beamish was the principle of USCAN until his death on August 29, 2021. Eleanor Beamish, his widow, is now the sole shareholder and director of USCAN.

[6] The narrative begins in 2008. Mansfield sought services from USCAN to repair its helicopter. On May 6, 2008, USCAN sent Mansfield an estimate for the repairs which totalled USD $261,166.26 minus a 7% discount off list prices for parts (to apply to new Bell parts) and CAD $245,000 for labour. [A further estimate dated June 23, 2008 was consistent with this estimate.]

[7] On or about May 21, 2008, Mansfield shipped the Bell 412 to USCAN's facility in Alliston, Ontario. On or about June 2, 2008, USCAN began repairs.

[8] There seems to be no dispute that it was understood between the parties that Mansfield would pay for parts on an ongoing basis, while labour would only be paid upon the repairs being fully completed. Labour fees were included in the invoices sent to Mansfield only for USCAN's tracking purposes. Between June 2008 and February 2009, USCAN issued invoices totalling $322,842.45 USD, which included the labour. Out of the invoices sent to Mansfield from USCAN up to February 27, 2009, Mansfield paid USD $109,936.61. [When totalling up the labour costs itemized, it would appear to be just over $100,000]

[9] In February 2009, the parties agreed to a work stoppage. This work stoppage is set out in an email from February 3, 2009 and a letter dated May 27, 2011. Douglas Beamish, the principal of USCAN, now deceased, admitted on examination that the February 2009 work stoppage was never lifted.

[10] Despite this, USCAN workers continued to perform repairs on the helicopter. Mr. Beamish made the following comments during his examination:

Q. You stop ordering parts when something's put on hold.

A. Yeah.

Q. But you might have your employees work on the project because you assume the project will eventually be taken off hold and then you will be ahead of schedule.

A. Yes .

Q. And you understand that if you do that work and the project gets cancelled or never comes off hold, that you won't be able to recover that work, right?

A. That's correct.

Q. So that's the gamble you take. If they work on it in advance and there's a hold, you might not recover the labour?

A. That's true.

Q. So when you -- you said that you still let your employees work on the Bell 412 after the hold and it's the same situation where you took the chance that you knew it was on hold but you let them go ahead and do some work?

A. We have a tailboom worth $250,000.00 sitting there.

Q. Hold on, I need an answer to my specific question. So when you let your guys work on the Bell 412 after the hold, it's because you thought the project hold would lift at some point in time --

A. Correct.

Q. -- and you would recover the labour?

A. Correct .

Q. But when you let them do the work you understood at that time you could not bill for any labour on that project?

A. Why couldn't I bill? I wouldn't get paid, but ...

Q. So you knew you couldn't collect it?

A. I might not collect, no, at that time.

Q. And that's because the project was on hold, so you couldn't bill for labour?

A. I can keep billing, but it doesn't mean I'm going to get paid.

[11] Mansfield has not paid USCAN for any work performed after February 2009.

[12] USCAN started this action by issuing a Statement of Claim on February 22, 2018 claiming damages in the amount of USD $434,595.92 for breach of contract (USD $172,135.92 for parts and USD $262,460.00 for labour), interest, and costs. There was no mention of a possessory lien. On September 28, 2018, Mansfield prepared a Statement of Defence and Counterclaim, pleading in the claim a limitation issue and that it owes no further monies to USCAN, and in the counterclaim, for the return of the Bell 412 without security being posted. On January 2, 2019, USCAN prepared a Reply and Defence to Counterclaim, pleading a lien over the Bell 412. On January 9, 2019, Mansfield prepared a Reply to the Reply and Defence to Counterclaim of the Plaintiff, specifically pleading that Mansfield denied USCAN is entitled to a lien and again denied any amounts owing.

Security for Costs

[13] The issues on Mansfield's motion requesting security for costs are:

a. Should security for costs be paid by USCAN pursuant to Rule 56.01(1)(d) of the *Rules of Civil Procedure*; and

b. If so, what quantum of security is appropriate

[14] The application of Rule 56.01(1)(d) involves two steps:

a. the Defendant must establish that there is good reason to believe that the Plaintiff has insufficient assets in Ontario to pay the costs of the Defendant; then

b. the Plaintiff must establish the basis for a broad flexible exercise of discretion such that an order for security for costs would be unjust.

Horizon Entertainment Cargo Ltd. v Marshall, 2019 ONSC 2081 at para 3; *Mara Tech Aviation Fuels Ltd. v Palombi*, 2019 ONSC 7355 at para 4

[15] The Defendant must only establish that there is a basis of concern about the sufficiency of assets. *Chantrs Blinds and Shutters Inc. v 2037208 Ontario Inc*., 2022 ONSC 6852 at para 11.

[16] USCAN claims that the Mansfield Bell 412 helicopter, upon which it did repairs and continues to store, and for which it has an accounts receivable of over $430,000 USD, is more than a sufficient asset. This cannot possibly be the case. USCAN provides no authority for the proposition that this would amount to sufficient assets. This "accounts receivable" is the very issue before this court. The amount owing by Mansfield has not been determined. Surely, the very debt that is being disputed cannot become the "sufficient assets".

[17] Clearly the Defendant has met the first part of the test, given that:

a. Mr. Beamish admitted during his examination in February 2020 that USCAN has no assets, no machinery or equipment, and no money in its bank account.

b. Mrs. Beamish similarly states in her Affidavit that USCAN is assetless; all that remains after USCAN's sale to Helitrades is the alleged *RSLA* lien on Mansfield's Bell 412. She further states that the Bell 412 itself has no value to anyone except Mansfield.

[18] It is the view of this court that there is good reason to believe that the Plaintiff has insufficient assets in Ontario to pay the costs of the Defendant.

[19] On the second part of the analysis, the burden shifts to the Plaintiff to establish that an order for security would be unjust. This is discretionary and allows for a consideration of many factors. In *Horizon*, in referring to the principles set out in *Coastline Corp. v. Canaccord Capital Corp.*, [2009] O.J. No. 1790 (S.C.J.) the court stated (para 3):

> (iv) The plaintiff can rebut the onus by either demonstrating that:
>
> (a) the plaintiff has appropriate or sufficient assets in Ontario or in a reciprocating jurisdiction to satisfy any order of costs made in the litigation,
>
> (b) the plaintiff is impecunious and that justice demands that the plaintiff be permitted to continue with the action, *i.e.* an impecunious plaintiff will generally avoid paying security for costs if the plaintiff can establish that the claim is not "plainly devoid of merit", or
>
> (c) if the plaintiff cannot establish that it is impecunious, but the plaintiff does not have sufficient assets to meet a costs order, the plaintiff must meet a high threshold to satisfy the court of its chances of success…;
>
> (v) Merits have a role in any application under Rule 56.01, but in a continuum with Rule 56.01(1)(a) at the low end…;
>
> (vi) The court on a security for costs motion is not required to embark on an analysis such as in a motion for summary judgment. The analysis is primarily on the pleadings with recourse to evidence filed on the motion, and in appropriate cases, to selective references to excerpts of the examination for discovery where it is available…;
>
> (vii) "If the case is complex or turns on credibility, it is generally not appropriate to make an assessment of the merits at the interlocutory stage. The assessment of the merits should be decisive only where

(a) the merits may be properly assessed on an interlocutory application; and (b) success or failure appears obvious" (*Wall v. Horn Abbott Ltd.*, 1999 CanLII 7240 (NS CA), [1999] N.S.J. No. 124 (C.A.) at para. 83);

(viii) The evidentiary threshold for impecuniosity is high, and "bald statements unsupported by detail" are not sufficient. The threshold can only be reached by "tendering complete and accurate disclosure of the plaintiff's income, assets, expenses, liabilities and borrowing ability, with full supporting documentation for each category where available or an explanation where not available" (*Uribe*, at para. 12; *Shuter v. Toronto Dominion Bank*, 2007 CanLII 37475 (ON SC), [2007] O.J. No. 3435(S.C.J. - Mast.) ("*Shuter*") at para. 76);

(ix) To meet the onus to establish impecuniosity, "at the very least, this would require an individual plaintiff to submit his most recent tax return, complete banking records and records attesting to income and expenses" (*Shuter*, at para. 76);

(x) A corporate plaintiff who claims impecuniosity must demonstrate that it cannot raise security for costs from its shareholders and associates, *i.e.* it must demonstrate that its principals do not have sufficient assets (*Smith Bus Lines Ltd. v. Bank of Montreal* (1987), 1987 CanLII 4190 (ON SC), 61 O.R. (2d) 688 (H.C.J.) at 705). Evidence as to the "personal means" of the principals of the corporation is required to meet this onus (*Treasure Traders International Co. v. Canadian Diamond Traders Inc.*, [2006] O.J. No. 1866 (S.C.J.) ("*Treasure Traders*"), at paras. 8-11). A corporate plaintiff must provide "substantial evidence about the ability of its shareholders or others with an interest in the litigation to post security". "A bare assertion that no funds are available" will not suffice. (*1493677 Ontario Ltd. v. Crain*, [2008] O.J. No. 3236(S.C.J. - Mast.) at para. 19);

(xi) Consequently, full financial disclosure requires the plaintiff to establish the amount and source of all income, a description of all assets including values, a list of all liabilities and other significant expenses, an indication of the extent of the ability of the plaintiffs to borrow funds, and details of any assets disposed of or encumbered since the cause of action arose (*Morton v. Canada* (2005), 2005 CanLII 6052 (ON SC), 75 O.R. (3d) 63 (S.C.J.) at para. 32);

(xii) Because the plaintiff has the onus to establish impecuniosity, a defendant "can choose not to cross-examine if the plaintiff fails to lead sufficient evidence". The decision not to cross-examine does

> not convert insufficient evidence into sufficient evidence (*Bruno*, at pars. 27-28; *Shuter*, at paras. 59 and 71); and
>
> (xiii) When an action is in its early stages, an installment (also known as "pay-as-you-go") order for security for costs is usually the most appropriate (*Bruno*, at para. 65; *Hawaiian Airlines, Inc. v. Chartermasters Inc., et al.* (1985), 1985 CanLII 2155 (ON SC), 50 O.R. (2d) 575 (S.C.O. - Mast.)).

[20] In *Yaiguaje v. Chevron Corporation*, 2017 ONCA 827, para 23, the Court of Appeal made it clear that the "[c]ourts must be vigilant to ensure an order that is designed to be protective in nature is not used as a litigation tactic to prevent a case from being heard on its merits, even in circumstances where the other provisions of rr. 56 or 61 have been met."

[21] In the view of this court, USCAN has failed to provide evidence as to its state of impecuniosity or otherwise. Other than the bald statement made, USCAN has not tendered complete and accurate disclosure of income, assets, expenses, liabilities, and borrowing ability. USCAN has not demonstrated a lack of ability to raise security for costs from its shareholders or demonstrated that its principal does not have sufficient assets. There is no evidence of the financial status of Mrs. Beamish as shareholder.

[22] In this case, the Court must consider whether the claim has a good chance of success. As stated in *Horizon*, however, this does not require the court to analyze the case as it would on a summary judgment motion, rather, the focus is primarily on the pleadings, as supplemented by evidence on the motion.

[23] In its written materials, Mansfield repeatedly questioned whether <u>anything</u> was owing to USCAN. However, in oral submissions, Mansfield conceded, when questioned by the court, that, minimally, USCAN is owed something for the labour it performed prior to February 2009. As detailed in the invoices up to the end of February 2009, this could amount to over $100,000 USD. While this court appreciates that the Defendant appears to be disputing the amount, it is a quantified amount. More importantly, the Defendant acknowledges that something is owed. Therefore, unquestionably, there is a good chance of success to some degree based on the acknowledgement of Mansfield. This court accepts that the Plaintiff may face challenges on some aspects of their claim, such as work performed after the work stoppage in February 2009, however, this does not remove the "good chance" of partial "success".

[24] For these reasons, Mansfield's motion for security for costs is dismissed.

<u>Determination of Lien Right Pursuant to *RSLA*</u>

[25] USCAN argues that its right to a possessory lien in this case is obvious, and that there can be a trial to resolve the disputed amounts owing for the repair and storage. They rely on the *RSLA* and decisions of the Ontario Court of Appeal.

[26] Rule 20.04(2) of the *Rules of Civil Procedure* requires the court to grant summary judgment if the court is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence.

[27] As the Supreme Court of Canada made clear in *Hryniak v. Mauldin*, 2014 SCC 7, the first step is to determine if there is a genuine issue requiring a trial based only on the evidence presented by the parties without using the fact-finding powers in rule 20.04(2.1) and (2.2). The expectation is that in making or responding to the motion, the parties have each put their best foot forward. There will be no genuine issue requiring a trial when the court is able to reach a fair and just determination on the merits. Such a determination is possible when the court can make the necessary findings of fact, apply the law to the facts, and where the result is a proportionate, more expeditious and less expensive means to achieve a just result.

[28] If, however, the judge cannot determine whether there is a genuine issue for trial based only on the evidence before them, the judge may resort to fact finding powers in rule 20.04(2.1), including: (a) weighing of evidence; (b) evaluating the credibility of a deponent; and (c) drawing any reasonable inference from the evidence: *Hryniak*, at para. 66.

[29] USCAN argues that their entitlement to summary judgment for a possessory lien in this action is based on section 3 and 4 of the *RSLA* which reads:

> Repairer's lien
>
> 3 (1) In the absence of a written agreement to the contrary, a repairer has a lien against an article that the repairer has repaired for an amount equal to one of the following, and the repairer may retain possession of the article until the amount is paid:
>
> 1. The amount that the person who requested the repair agreed to pay.
>
> 2. Where no such amount has been agreed upon, the fair value of the repair, determined in accordance with any applicable regulations.
>
> 3. Where only part of a repair is completed, the fair value of the part completed, determined in accordance with any applicable regulations.
>
> When lien arises
>
> (2) A repairer's lien arises and takes effect when the repair is commenced, except that no repairer's lien arises if the repairer was required to comply with sections 56 and 57, subsection 58 (1) and section 59 of the *Consumer Protection Act, 2002*, if applicable, and the repairer has not done so.

> …
>
> Disposition
>
> (3) A repairer has the right to sell an article that is subject to a lien in accordance with Part III (Redemption, Sale or Other Disposition) upon the expiration of the sixty-day period following the day,
>
> (a) on which the amount required to pay for the repair comes due; or
>
> (b) on which the repair is completed, if no date is stated for when the amount required to pay for the repair comes due.
>
> …
>
> Storer's lien
>
> 4 (1) Subject to subsection (2), a storer has a lien against an article that the storer has stored or stored and repaired for an amount equal to one of the following, and the storer may retain possession of the article until the amount is paid:
>
> 1. The amount agreed upon for the storage or storage and repair of the article.
>
> 2. Where no such amount has been agreed upon, the fair value of the storage or storage and repair, determined in accordance with any applicable regulations.
>
> 3. Where only part of a repair is completed, the fair value of the storage and the part of the repair completed, determined in accordance with any applicable regulations.

[30] USCAN also relies on a 2024 Court of Appeal for Ontario decision. In *9806881 Canada Corp. v. Swan*, 2024 ONCA 35, the court found that the application judge erred in vacating a lien. The Court stated:

> [10] In order to conclude definitively that the appellants had no possessory lien for repairs to the respondent's aircraft, the application judge had to determine, first, whether the work was authorized and, second, whether there were any monies owing to the appellants by the respondent.
>
> [11] The application judge's findings are problematic. She did not explain why she rejected the evidence supporting the respondent's oral and written authorization of the additional repairs. Moreover,

> there was no requirement in the parties' agreement that the authorization of any repairs had to be in writing and the respondent admitted that he had orally authorized repairs, albeit allegedly minor ones. Finally, despite her finding that the additional repairs were not authorized, she nevertheless acknowledged that there could still be monies owing to the appellants for those repairs, without indicating the basis for the potential liability, and directed that the parties litigate the issue.
>
> [12] In our view, the application judge failed to make the necessary findings to support her conclusion that the appellants did not have a possessory lien over the respondent's aircraft. There are triable issues with respect to whether the work was authorized by the respondent and whether there are any monies owing by the respondent to the appellants for repairs. In accordance with s. 3 of the *RSLA*, given the application judge's finding and the appellants' evidence that additional repairs were carried out, until the issues of whether the repairs were authorized and whether monies are owing to the appellants are determined, the appellants have a right to assert a possessory lien over the aircraft.

[31] The Court of Appeal found that the appellants had a possessory lien under the *RSLA* until further court order and remitted the matter back to the Superior Court to determine whether the work in the disputed invoice should have been subsumed in earlier agreements, or if the work was additional, was it authorized, and if authorized, what amounts were owing.

[32] In the case at bar, the Plaintiff asks this court to make a declaration of a possessory lien on a summary judgment motion, with the amount of the lien to be determined at trial. Admittedly, this is a very different scenario from the procedure that had been followed in *Swan*. Mansfield argues that USCAN's request was not brought in accordance with the procedure set out in the *RSLA*, which requires USCAN to bring an application to the court of appropriate monetary jurisdiction – *RSLA* sections 23 and 25. While this court acknowledges the wording of the sections, it would not seem reasonable to require the Plaintiff in this action to commence an application for this purpose. Given that a possessory lien is already claimed in this action, it only makes sense that this issue can be litigated as part of this action. The Plaintiff is essentially asking for partial summary judgment of an issue, which is a legitimate motion on its face.

[33] While the procedure in *Swan* was different, the comments of the court in *Swan* are still applicable. *Swan* held that there are two requirements for a possessory lien:

a. Authorized work; and

b. Monies owing to the repairer by the owner.

The Defendant concedes that this is what *Swan* held.

[34] Accepting that this is properly before the court as part of this action, this is an appropriate case for a possessory lien under the *RSLA*. As previously stated, the Defendant concedes that there is money owing for labour performed prior to the end of February 2009. In their factum, they explicitly state, "It is not in dispute that work was authorized on the Bell 412 by Mansfield up to the February 2009 Work Stoppage." Their dispute is with authorization of work done after that time. While USCAN's claim goes beyond February 2009, this all goes to the amount owing, not to whether there is an amount owing. The answer to the question of whether there are any monies owing to the repairer by the owner is most certainly yes as conceded. Therefore, there would seem to be no genuine issue requiring a trial on the two issues as set out in *Swan*. While the Defendant may take issue with some of the work performed and what is owing, they do not dispute that they owe monies to the repairer for some amount of labour that they did authorize prior to 2009.

[35] In *Swan*, the court held at para 12 that "until the issues of whether the repairs were authorized and whether monies are owing to the appellants are determined, the appellants have a right to assert a possessory lien over the aircraft." In this case, both of those issues have already been determined to some degree. At least some labour prior to February 2009 was authorized, as conceded by the Defendant, and none of that labour was paid for, as conceded by the Defendant. Frankly, this is a stronger case for a lien than that presented in *Swan*.

[36] The Defendant suggests that there can be no lien as no amount has been determined, however, that is exactly what occurred in *Swan*. The possessory lien was in place until the fullness of the authorization and amounts were determined by the court. The same should occur in this case. For the sake of clarity, this court is not making any determination as to whether the lien arises from all of the repairs done prior to 2009, any of the repairs done after 2009, or any storage costs. All of these issues will be determined in due course. However, there is certainly a basis for the possessory lien on the acknowledgment of money owing for labour prior to February 2009.

[37] Having said all this, the amount of the lien is still very much a live issue. Therefore, while the Plaintiff is entitled to continue to retain possession of the helicopter, they are not entitled to sell it, or dispose of it in any way, until the values are ultimately determined. Therefore, all this order does is maintain the status quo. It is also worth noting that this order may offer nothing to the Plaintiff given that the helicopter has little to no value and neither party seems to want to possess it any longer.

Security of $150,000

[38] USCAN argues that, since Mansfield is seeking recovery of the helicopter and USCAN does not dispute Mansfield's title to the helicopter, but rather is retaining it as security for a debt, USCAN seeks an Order pursuant to Rule 45.03 of the *Rules of Civil Procedure* that Mansfield pay into court, or otherwise give security, for $150,000 USD. While USCAN claims that the amount of the debt owing far exceeds this amount, they submit that this is a fair and reasonable compromise in the circumstances.

[39] Rule 45.03 of the *Rules of Civil Procedure* states:

> Recovery of Personal Property Held as Security
>
> 45.03 (1) Where in a proceeding a party from whom the recovery of personal property is claimed does not dispute the title of the party making the claim, but claims the right to retain the property as security for a debt, the court may order the party claiming recovery of the property to pay into court or otherwise give security for the debt and such further sum, if any, for interest and costs as the court directs.
>
> (2) The affidavit in support of a motion under subrule (1) shall disclose the name of every person asserting a claim to possession of the property of whom the party claiming recovery has knowledge and every such person shall be served with notice of the motion.
>
> (3) On compliance with an order under subrule (1), the property shall be given to the party claiming recovery and the money in court or the security shall await the outcome of the proceeding.

[40] Clearly this *Rule* is meant to allow for the recovery of personal property while matters are being litigated. However, surely this *Rule* cannot be used to force a party to pay security into court with the property continuing to be held. The Plaintiff has not suggested paying this money into court to release the property. Rather they seem to want to continue to hold the helicopter and to have this security money in the hands of the court. This is not what the *Rule* allows. This is not the intended purpose of the *Rule* and would result in providing double security to USCAN over the same asset.

[41] The motion requesting security to be paid into court is dismissed.

Conclusion

[42] For all of the foregoing reasons, this court orders:

a. The Defendant's motion requesting security for costs is dismissed;

b. The Plaintiff has a possessory lien over the Bell 412 helicopter under the *RSLA* until further court order. However, given that the amount of the lien is still an issue, the Plaintiff has no right to dispose of the Bell 412 helicopter.

c. The Plaintiff's motion requesting security to be paid pursuant to *Rule* 45.03 is dismissed.

[43] As for costs of these motions, the court strongly encourages the parties to consult with each other and attempt to reach a reasonable agreement. If the parties are unable to agree as to costs, the court will accept written submissions on costs, which shall be no more than two

pages in length, excluding supporting documentation. All costs submissions are to be filed through the civil JSO portal as well as directly with my assistant by email to Nicole.Anderson@ontario.ca and which shall be provided no later than 4:30 p.m. on February 14, 2025.

[44] As a bit of an aside, this court would strongly encourage the parties to bring this matter to a conclusion as soon as possible, whether by a short trial of the issues of what was authorized and amounts owing, or through resolution, in order to avoid further cost.

Justice V. Christie

Justice V. Christie

Released: February 7, 2025