

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Rumpel Construction Ltd. v. Western  
Canadian Construction Company Ltd.*,  
2024 BCSC 679

Date: 20240424  
Docket: S201310  
Registry: Victoria

Between:

**Rumpel Construction Ltd.**

Plaintiff

And

**Western Canadian Construction Company Ltd.,  
WCPG Orono Lot 1 Ltd. and WCPG Orono Lot 2 Ltd.**

Defendants

Before: The Honourable Justice Veenstra

## **Reasons for Judgment**

Counsel for the Plaintiff:

J.M. Aiyadurai

Counsel for the Defendant, Western  
Canadian Construction Company Ltd.:

M.G. Swanson

Place and Date of Hearing:

Victoria, B.C.  
February 28, 2024

Place and Date of Judgment:

Victoria, B.C.  
April 24, 2024

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**Introduction**

[1] The parties disagree as to the scope of questions that may be asked and documents to be produced with respect to an examination in aid of execution.

[2] In the specific application before me, the plaintiff, Rumpel Construction Ltd. (“Rumpel”), applies for an order that David Steele, a representative of the defendant, Western Canadian Construction Company Ltd. (“WCCC”), answer certain questions that he has refused to answer and produce certain documents. The documents relate to transactions between WCCC and related companies. The questions relate to companies that are related to WCCC.

[3] WCCC has advised that it is unable to pay the judgment granted against it. Rumpel suspects that WCCC may have, in effect, moved its business operations to one or more of those other companies. The parties do not agree as to the permissible scope of such inquiries.

**Background Facts**

[4] Rumpel is a framing contractor in Victoria, BC.

[5] In 2018, Rumpel was approached by WCCC about framing two towers that WCCC was constructing in Langford, BC, at a project known as Langford Towers. Rumpel believed they had a contract; WCCC took the position that they had embarked on negotiations but ultimately did not come to an agreement. In about August 2019, WCCC decided to retain another framing contractor.

[6] The present action was commenced in March 2020. It went to trial in March 2022. In June 2022, Justice MacKenzie issued reasons for judgment [2022 BCSC 980], concluded that the parties had entered into a contract which WCCC had wrongfully repudiated, and assessed Rumpel’s damages as \$243,516.41, plus costs on Scale B and appropriate interest.

[7] Subsequent to Justice MacKenzie’s reasons being issued, the parties worked to finalize the interest calculation and to determine the appropriate amount of costs.

Issues also arose with respect to the disposition of security posted for Rumpel's claim of builders' lien. Ultimately, the formal order reflecting the judgment of the court was not entered until September 27, 2023.

[8] To date, Rumpel has received only two small payments in respect of the judgment: the sum of \$12,731.25 (the lien trust security), and the sum of \$542.34 in respect of the interest that ought to have accrued on the security while it was held in trust.

[9] I pause in the narrative to note some background with respect to WCCC. WCCC was incorporated in January 2014. Mr. Steele is president and a director of WCCC, as well as of several other companies. Two of the other companies are WCPG Construction Ltd. ("WCPG Construction") and WCPG Capital Inc. ("WCPG Capital"). There are some 30 other companies whose names also begin with WCPG.

[10] WCCC has not filed an annual report with the Registrar of Companies since 2022. Its website is no longer active.

[11] WCPG Construction was incorporated in January 2017. It appears to continue to be active in the construction business. WCPG Construction's website includes reference to a number of past projects, including some that were constructed by WCCC – one of them being the Langford Towers project.

[12] The documents produced in advance of the examination in aid of execution include several contracts between WCCC and related companies. Pursuant to a Development Services Agreement, "made effective as of" January 1, 2022, a company known as Western Canadian Properties Group Ltd. retained WCCC to "provide all development services required ... for Dawson Creek Projects", in return for payment of \$200,000. Although this document was drawn to my attention, it appears to have minimal importance to the issues before me, other than to suggest that WCCC continued to be a going concern in early 2022.

[13] More significantly, there is an Acquisition Agreement “made effective as of” June 16, 2022 (six days after Justice MacKenzie’s judgment was released), which included the following recital:

WHEREAS the parties wish to enter this Acquisition Agreement in order for [WCPG Construction] to acquire all or part of the business of [WCCC] via the transfer of all employees.

Pursuant to the Acquisition Agreement, all of WCCC’s employees were to be transferred from WCCC to WCPG Construction, effective as of July 3, 2022, with WCCC agreeing to indemnify WCPG Construction for any liabilities or expenses that WCPG Construction might incur with respect thereto.

[14] The documents also include an Equipment Agreement dated January 1, 2023. It recorded that:

As of December 31, 2022, all property plant & equipment (PP&E) under the WCPG Group of companies was owned by [WCCC]

It provided that certain equipment was to be transferred from WCCC to WCPG Fort St. John Homes Ltd., with the debt owed to WCPG Capital by each of WCCC and WCPG Fort St. John Homes Ltd. to be adjusted to represent the fair market value of the equipment. The agreement then provided for the equipment to be rented by WCPG Fort St. John Homes Ltd. to WCPG Construction at fair market value.

[15] A document titled “Staffing Agreement”, also dated January 1, 2023, provided that WCPG Construction had benefited from the use of certain staff employed by WCCC in the first half of 2022, including site staff, project coordinators and project managers. It provided that WCPG would reimburse WCCC for the cost of utilizing those employees by the end of 2023.

### **Steps Taken in Aid of Execution**

[16] On June 29, 2023, Rumpel’s lawyer, Mr. Aiyadurai, wrote to WCCC’s lawyer, Mr. Swanson, advising that Rumpel intended to conduct an examination in aid of execution once the formal order was entered, and demanding certain documents in

advance of the examination. WCCC agreed to produce some of the documents sought but not others.

[17] On August 11, 2023, in response to demand made for payment of the judgment, Mr. Swanson advised that “I have been informed that WCCC is not a going concern and does not have the ability to pay”.

[18] On November 1, 2023, Rumpel filed an application seeking orders for document production in advance of the examination in aid of Mr. Steele. The application was heard by Justice Lamb on December 8, 2023. On December 12, 2023, Justice Lamb gave oral reasons for judgment. She ordered that WCCC disclose documents within 13 categories, dismissed Rumpel’s application with respect to eight other categories, and ordered WCCC to pay Rumpel’s costs of the application at Scale B.

[19] Mr. Steele was examined in aid of execution for a full day on January 3, 2024.

[20] Mr. Aiyadurai subsequently wrote to Mr. Swanson with a list of 93 outstanding information requests from the examination in aid of execution, and asked that the information be provided no later than February 6, 2024. Although the letter containing the requests is dated January 18, 2024, the cover email is dated January 23, 2024. In the cover email, Mr. Aiyadurai stated:

Anticipating that your client is going to continue to be uncooperative about court orders, I plan to set an application hearing for February 21, 2024 to obtain court orders for those answers.

If you intend to appear but you are not available on February 21, 2024, then please provide all available dates during the weeks of February 19 and 26.

[21] Mr. Swanson replied on January 24, 2023, that:

As for requests, I will discuss them with my client, and I will get back to you with a position in a reasonable time.

I won’t comment on your “anticipation”, but to the extent you want to schedule a hearing now, I can be available on February 28, 2024.

[22] The present application was filed on February 14, 2024. It seeks various orders including orders declaring WCCC and Mr. Steele to be “guilty of failing to comply with the Supreme Court Civil Rules”, “liberty” to Rumpel to have Mr. Steele found in contempt of court, and an order that he pay costs personally. None of these applications were ultimately pursued on the date of the hearing. The only part of the notice of application dealt with at the hearing before me was seeking orders that Mr. Steele “inform himself of the answers to the requests made at his Examination for Discovery and shall provide those answers to Rumpel”.

[23] On February 22, 2024, Mr. Swanson wrote two letters to Mr. Aiyadurai. The first attached written responses to 83 of the 93 requests. The cover letter asserted that the remaining ten requests were “irrelevant”. The second letter contained corrections to three of the answers that Mr. Steele had given, and noted that WCCC had provided on that day an additional 981 documents totalling 4,479 pages.

[24] On February 26, 2024, Mr. Aiyadurai advised by email that Rumpel would not be seeking responses to three of the ten outstanding requests. Mr. Swanson then asked for specifics of Rumpel’s position on the objections that had been made to the seven remaining requests. Mr. Aiyadurai did not respond further prior to the hearing of this application on February 28, 2024.

[25] Ultimately, Rumpel’s application as argued before me sought a determination as to the relevance of the seven questions, and for production of one category of documents that WCCC had not produced. The seven questions are:

12. Provide who the party or parties are above WCPG Construction that contracted with WCPG Construction for the building of the Tsawwassen First Nation housing project.
13. Provide a copy of any written contractor agreement regarding with whom WCPG Construction contracted to the head contractor on the Tsawwassen First Nation project.
30. Advise as to in what capacity was WCPG Construction involved in the Garrison Landing subdivision or the construction of two houses.
35. Provide an answer as to whether WCPG Construction has its own equipment.

- 36. Provide an answer as to whether WCPG Construction had its own employees before July 2<sup>nd</sup>, 2022, and if yes, provide their names.
- 41. Advise as to when WCPG Construction started doing construction projects and provide a timeline of projects it did in the last five years.
- 59. Advise what were the costs to [WCCC] of each project and how much profit did WCPG and [WCCC] make on each project.

[26] WCCC's response to each of these requests is summarized in its Application Response. It is the same for each request:

This request is irrelevant because WCPG Construction is not a judgment debtor.

[27] With respect to document production, Rumpel seeks backup documentation in respect of a ledger produced in response to request 53, which asked:

- 53. Provide the backup to the document entitled Western Canadian Construction Company and WCPG Capital Loan Balance.PDF and advise for the figure of \$4,312,129 what amount of it was used to pay the China High secured debt, to pay the payroll, to pay the tax obligations, and to pay the AP.

[28] By way of background, the WCCC financial statements that had been produced in advance of the examination in aid of execution indicate that as of December 31, 2020, WCCC was owed over \$2.2 million by WCPG Capital and owed just under \$1.9 million to China High Growth Capital Ltd. By December 31, 2021, the China High Growth loan had been fully repaid, and WCCC owed just under \$1.2 million to WCPG Capital. This indicates a total change of some \$3.4 million in the loan account as between WCCC and WCPG Capital. The PDF document referenced in the question indicated that WCCC had borrowed a total of \$4.3 million from WCPG during the 2021 year to repay the China High Growth debt, as well as to pay payroll, tax obligations and accounts payable, of which just over \$900,000 had been repaid, giving rise to the net change of \$3.4 million.



**Legal Context**

[29] Rule 13-4 of the *Supreme Court Civil Rules* governs the process for examinations in aid of execution. Rule 13-4(2) sets out the applicable scope of an examination in aid:

- (2) If a judgment creditor is entitled to issue execution on or otherwise enforce an order of the court, the judgment creditor may examine the judgment debtor for discovery as to
  - (a) any matter pertinent to the enforcement of the order,
  - (b) the reason for nonpayment or nonperformance of the order,
  - (c) the income and property of the judgment debtor,
  - (d) the debts owed to and by the judgment debtor,
  - (e) the disposal the judgment debtor has made of any property either before or after the making of the order,
  - (f) the means the judgment debtor has, had or may have of satisfying the order, and
  - (g) whether the judgment debtor intends to obey the order or has any reason for not doing so.

[30] Rule 13-4(7) provides that certain portions of Rule 7-2 (which governs pre-trial examinations for discovery) apply to an examination in aid under Rule 13-4. These include Rule 7-2(22) to (25) which deal with questions the witness is unable to answer at the examination for discovery and those questions to which objection is taken.

[31] Rule 13-4(11) provides that:

- (11) Unless the court otherwise orders, the person to be examined for discovery under this rule must produce for inspection on the examination all documents in his or her possession or control, not privileged, relating to the matters referred to in subrule (2).

[32] With respect to document production, Justice Voith (as he then was) commented in *The Resolution and Collection Corporation v. Nishiyama*, 2017 BCSC 2085 at paras. 37-39, that:

- [37] Rule 13-4(11) does not expressly address what "on the examination" means. Those words, however, have been judicially considered on several occasions. They have consistently been interpreted to mean, and require,

that a judgment debtor or a person being examined under Rule 13-4(5) produce and deliver relevant records or documents in their possession prior to their examination: see, for example, *Bagash and Ansari v. Burns*, 2005 BCSC 213 and *Hundley v. Garnier*, 2013 BCSC 380 at paras 27-29.

[38] In *Bagash*, Burnyeat, J., after referring to several further authorities which were to similar effect, said:

[6] I am satisfied that it is appropriate for an order to be made that documents that will be relevant at the examination in aid of execution should be produced ahead of time so that the party conducting the examination can be more effective in his or her preparation. Prior production may also avoid the need for an adjournment of the examination so that additional documents can be produced and additional lines of inquiry can then be explored.

[39] Thus, there is a formal basis on which to require the production of documents which are relevant to the issues identified in Rule 13-4(2) prior to an examination.

### **Positions of the Parties**

#### **Rumpel**

[33] Rumpel says that it is appropriate for it to inquire into the interplay between the various related companies. Rumpel submits that Mr. Steele is a director of many companies with similar names, all involved in construction, and that WCCC now has no operations and its former work appears to be now carried on by other companies, including WCPG Construction.

[34] Rumpel submits that the various agreements that have been disclosed indicate that WCCC was, during the course of 2022, providing labour and materials to WCPG Construction projects and paying bills for it. Rumpel submits that the facts that are known to date suggest that assets may have been moved out of WCCC and debts and expenses concentrated in it in a way that will frustrate recovery of Rumpel's judgment. Rumpel submits that it is important that it be able to inquire into the detailed facts in order to ascertain whether there were projects or opportunities that WCCC had available to it that were diverted to other WCPG entities – including the Tsawwassen First Nation and Garrison Landing projects referenced in the objected-to questions.

[35] Rumpel submits that because Mr. Steele is a director of each of the other companies, he is knowledgeable as to their assets and the transactions they have undertaken. Rumpel notes comments in the transcript of the initial examination in which Mr. Steele expressed lack of certainty as to whether WCCC had been involved in some of these projects at some point in the past.

[36] With respect to the request for further document production, Rumpel submits that the ledger printout that has been provided is at best a partial response to the request. The ledger excerpt that has been provided lists some 50-60 different transactions, including transfers to and from other accounts for which no other information is provided. Many of them are transactions back and forth between an account identified only as 03-CI-014, as to which no further information is provided. Rumpel seeks supporting documents for each of those 50-60 different transactions showing the purpose of each of the transactions.

### **WCCC**

[37] WCCC raises various procedural objections. WCCC argues that Rumpel is required to resume its discovery and obtain confirmation that the witness refuses to answer the question to which objection was taken in counsel's letter before bringing an application. WCCC also argues that the order specifically sought in the notice of application (set out above) was prepared before counsel's letter providing answers to many of the questions, and that Rumpel should have prepared a new notice of application focused on the disputed questions and the objections that have been made. WCCC submits that, while Rumpel made submissions at the hearing as to the relevance of the seven disputed requests, there is nothing in the existing notice of application addressing the relevance of those requests and it is inappropriate to proceed with a notice of application that does not address the actual issues.

[38] In terms of substantive objections, WCCC submits that the seven disputed requests are all about other companies, and do not fit within the permitted scope of inquiry. WCCC submits that relevance for purposes of an examination in aid of execution is determined by the categories set out in Rule 13-4(2). It submits that the

mere fact that the witness being examined on behalf of the judgment debtor may have knowledge of or involvement in other corporations does not justify using that witness as a window into the affairs of those other entities. It relies on the judgment of Master Short in *EnerWorks Inc. v. Glenbarra Energy Solutions Inc.*, 2012 ONSC 748 at paras. 42 and 51.

[39] WCCC submits that if Rumpel has a theory that would make one or more of those other companies liable for WCCC's debts, Rumpel should make that claim and seek discovery in the context of that new claim. WCCC argues that anything produced in the context of the present proceeding would be subject to an implied undertaking and not capable of being used in a different proceeding, absent leave of the court.

[40] In response to Rumpel's assertion that it needs to inquire into whether any of the related companies owe money to WCCC, WCCC points out that among the questions that were responded to in writing, WCCC has confirmed that:

- a) It is not owed any money by any related company;
- b) It does not currently own any equipment;
- c) It did not work on the Tsawwassen First Nation project, although it did pay approximately \$100,000 in job costs on behalf of WCPG Construction, for which it was reimbursed;
- d) It did not work on the Garrison Landing subdivision itself, although it paid some property taxes and other costs on behalf of WCPG FSJ Homes Ltd.;  
and
- e) It did act as a general contractor on the construction of some homes in the Garrison Landing subdivision.

[41] Thus, WCCC submits that it has already provided answers to the underlying questions that Rumpel uses as the basis for its disputed requests. It submits that its

objection that the seven disputed questions are irrelevant is made out on the evidence.

[42] With respect to the request for further documents related to question 53, WCCC submits that it has done what was sought – that is, it has provided the supporting document underlying the PDF document that Mr. Steele was questioned on, and that if Rumpel seeks further information with respect to that supporting document, its proper remedy is to continue the examination, ask Mr. Steele questions that arise from the ledger printout that has now been produced, and if appropriate, make further requests for document production.

[43] More generally, WCCC submits that the difficulty the parties face arises in part from the vagueness of request 53, which sought “The backup to the document” without further explanation. WCCC submits that it produced what was sought. WCCC also notes that it has advised counsel for Rumpel that the accountant who would have more detailed information about this particular ledger account is away until mid-March in any event.

## **Analysis**

### **Document Production**

[44] I will deal first with the request for document production.

[45] I have reviewed the ledger produced in response to request 53. It is two and a half pages long, in very small font, and is, frankly, impenetrable. It contains a significant number of transactions, most of which appear to be in the nature of accounting journal entries reflecting transfers between specific accounts which are identified only by a combination of letters and numbers (e.g., “03-CI-014”, “Rev GL6242” or “WCCC-FA090123”). Others have somewhat more descriptive explanations, such as “Loan partial repymt-Draw#1 Mis”, or “Recl IC bal of FSJ Homes”. A number of transactions are described as “Exe Securities Agreements”.

[46] I appreciate Mr. Swanson’s suggestion that the person who can interpret this document is WCCC’s accountant, and that the appropriate course of action may be

to examine that individual. However, it seems clear that this ledger will not be explicable without reference to numerous other documents. That would include information on each of the other ledger accounts referenced in the ledger as well as supporting documents for the transactions referred to, such as the Securities Agreements. An examination of the accountant without some advance disclosure of documents would inevitably generate little new information, a series of additional document production requests, and a continuation of the examination. In accordance with the principles outlined in *Bagash*, this is clearly an appropriate case to produce some of the clearly necessary documents in advance of any such examination and I would so order.

### **Objected-To Questions**

[47] The application with respect to the seven disputed questions is more difficult. It is clear that the nature of this application changed substantially upon WCCC's production of extensive responses and new documents. The application as presented before me raises significant questions as to the scope of examination under Rule 13-4(2).

[48] Specifically, there appears to me to be an issue as to whether, in law, the proper scope of examination can be extended to a business entity related to but not owned by the debtor where "suspicious circumstances" are established.

[49] One approach to that question would be to deem that sort of expanded examination beyond what is appropriate in an examination in aid of execution. This approach finds support in the words of Rule 13-4(2), which in dealing with assets and liabilities references those "of the judgment debtor". On this approach, a judgment creditor who believes that circumstances are suspicious would have to commence new proceedings against the related entity (e.g., under the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163, or the *Fraudulent Preference Act*, R.S.B.C. 1979, c. 143) if it wishes to pursue questions about that entity. Presumably, the judgment creditor would apply for leave to relieve it from the implied undertaking of

confidentiality in order to use evidence obtained in the examination in aid of execution in that other action.

[50] An alternate approach would be to consider that, once sufficient information had been obtained to establish “suspicious circumstances”, the scope of examination might be expanded. That would allow the judgment creditor some latitude to explore, within the context of the examination in aid of execution, information about related entities before deciding whether to commence proceedings against those related entities.

[51] The first approach finds support in the judgment of Master Short in *EnerWorks*. In *EnerWorks*, the judgment debtor was one of several related companies that shared staff and worked from the same premises. In *EnerWorks*, the judgment creditor had already commenced an action alleging that transfers amongst the judgment debtor and various related entities were fraudulent, but sought to build an evidentiary base for those allegations through questions asked in the examination in aid of execution.

[52] Master Short referenced at paras. 34-41 the judgment of Master Dash in *J.G. Young & Son Ltd. v. Gelleny*, [2002] O.J. No. 4203 (S.C.J.). At paras. 43-46, Master Short stated:

[43] Thus, in *Gelleny*, the mere facts that Elizabeth Reddy was the judgment debtor's wife or that Joseph Gelleny was the other judgment debtor's father were insufficient to permit questioning relating to the assets or other issues relating to the wife or the father.

[44] It is argued that similarly in the present matter, the mere fact that the various companies being questioned about by the plaintiff are somehow “related” (in the sense of being either affiliated companies with common ownership - whether directly or indirectly - or otherwise) is insufficient *per se* to permit questioning about those other persons' assets and interests.

[45] It is further submitted that in the present case, as in *Gelleny*, it is appropriate to maintain the refusals given at the examination in aid of execution for two reasons: (a) whatever questions that could be asked of the transactions or dealings among the various parties can be asked (and likely will be asked) during examinations for discoveries on the new fraudulent conveyance action commenced by the plaintiff; and (b) unlike at the examination in aid of execution, the other parties whose assets and dealings are being inquired about in these refusals will be both present and

represented by counsel at the examinations for discovery in the new fraudulent conveyance action.

[46] Based on the foregoing analysis, I agree with and accept this general proposition.

[53] Master Short dealt with specific requests, including a request to produce contracts involving companies related to the debtor corporation. Master Short ruled:

[51] As I've outlined above the purpose of an examination in aid of execution is for the plaintiff to determine the history and whereabouts of assets of the judgment debtor and any disposition of those assets. These questions relate to either dealings by non-party strangers to the examination, or else dealings between third party strangers to the examination and the plaintiff itself. I see no reason why the fact that the witness being examined on behalf of the judgment debtor may have knowledge or involvement with respect to the other corporations justifies using the identity of the witness being examined as a window into the affairs of those other entities. Clearly, the situation very much different, were Mr. Cooper also a judgment debtor. But that is not the case here.

[Emphasis in original.]

[54] With respect to the second approach, I note that Robinson, *British Columbia Debtor-Creditor Law and Precedents* at §2-23 references *Blaxland v. Fuller*, 1995 CanLII 1508 (B.C.C.A.), which involved a judgment debtor's objections to questions about a company owned by his wife. At para. 14 of *Blaxland*, Justice Goldie suggested that, as a result of the words "Unless the Court otherwise orders" in then-Rule 27(22), the Court had a discretion to expand the scope of an examination in aid of execution. At para. 15, he suggested that some of the orders made to that point had the effect of enlarging the scope of the examination. At para. 18, he commented:

[18] The third ground was that there was no evidence of beneficial interest. With respect, the purpose of the examination was to determine whether there was further evidence, there being admittedly at this point suspicious circumstances.

[55] *Blaxland* was a decision about whether an extension of time should be granted for notice of appeal. At best, it assumes in the course of analysis that there is some jurisdiction to expand the scope of examination if "suspicious circumstances" exists, but as I read the case it does not actually decide the issue.



[56] It appears that the law is not entirely clear as to which of the two approaches should be followed in British Columbia. It is my view that this is a question that should be properly briefed by the parties, with all applicable law, and with the evidence the parties consider necessary properly assembled.

[57] In this case, the nature of the application and the available evidence significantly evolved between the time the Notice of Application was delivered and the time the application was heard. While that is not uncommon, and on some occasions the court is able to decide matters that fall within the scope of the original Notice of Application, there are also some cases in which it is not appropriate to proceed to decide the issues as they have evolved.

[58] In the circumstances of this case, I accept the submission of WCCC that it is not appropriate to decide the questions posed by Rumpel with respect to the objected-to questions from the examination in aid of execution. In my view, I am able to decide the issue raised with respect to document disclosure. However, I do not consider it appropriate to decide the issue with respect to the scope of questions about related entities on the existing record. It will be open to Rumpel to bring that question back before the Court on the basis of a properly framed Notice of Application with an evidentiary record assembled that addresses the legal test that is advanced.

[59] I note that Rumpel has already received significant additional documentation and responses to numerous questions arising at the first examination in aid of execution. It will be up to counsel to determine whether Rumpel should, as suggested by Mr. Swanson in submissions, engage in further questioning before bringing a further court application.

### **Conclusion**

[60] I order that WCCC produce additional supporting documents with respect to the ledger produced in response to request 53, such supporting documents to include:

- a) information on each of the other ledger accounts referenced in the ledger,  
and
- b) supporting documents for the transactions referred to, including the  
Securities Agreements, the “Loan partial repymt-Draw#1 Mis”, and “Recl  
IC bal of FSJ Homes”.

[61] In my view, the balance of the relief sought has either been abandoned or, for the reasons set out above, is premature, and is thus dismissed without prejudice to the ability of Rumpel to bring on a new application addressing specific unanswered questions.

[62] My preliminary view is that success on this application has been mixed, and that the parties should bear their own costs. If either party wishes to advance a claim for a different order as to costs, it should file a written submission through Supreme Court scheduling within four weeks of the date of this order. The other party may respond within three weeks thereafter, and any reply should be submitted within a week of the submission in response.

“Veenstra J.”