Court of King's Bench of Alberta

Citation: Jisk Holdings Ltd v 1520807 Alberta Ltd, 2024 ABKB 404

2024 ABKB 404 (CanLII)

Date: 20240702
Docket: 2403 11930
Registry: Edmonton

Between:

Jisk Holdings Ltd.

Applicant

\- and -

1520807 Alberta Ltd., Force Civil Solutions Ltd., and Force Civil Constructors Ltd.

Respondents

Reasons for Decision
of the
Honourable Justice N.J. Whitling

I. Introduction and Overview

[1] In this application, the Applicant, Jisk Holdings Ltd., pleads that two compulsory buy-sell or "shotgun" offers delivered to the Applicant by the Respondent, 1520807 Alberta Ltd., on May 27, 2024, are contrary to the terms of the parties' Shareholders' Agreements and void. The Applicant pleads further that the delivery of the shotgun offers was "oppressive or unfairly prejudicial to or […] unfairly disregards the interests of" the Applicant for the purposes of s. 242

of the *Business Corporations Act* of Alberta. As a remedy, the Applicant seeks a declaration that the shotgun offers are void and of no force or effect.

[2] This matter came before me on an urgent basis on June 25, 2024, being the day before the deadline applicable to the shotgun offers. Since it was necessary to take a few days to prepare this decision, I issued a stay of the applicable deadline until 48 hours from its release.

[3] For the reasons which follow, I find that this application must be allowed in part. An Order is granted declaring that "the two Buy-Sell Offers of May 27, 2024, are void and of no force and effect." No Order is made with respect to shareholder oppression.

II. Facts

[4] The parties are 50-50 shareholders of two companies, Force Civil Solutions Ltd. ("Force Solutions") and Force Civil Constructors Ltd. ("Force Constructors"). They are also parties to two Shareholders Agreements dated August 13, 2018, and May 19, 2020, respecting those two companies (the "USAs"). The relationship between the parties' principals has broken down and they are no longer able to work together.

[5] In the Affidavit of Scott Hayes, the Respondent's President, Mr. Hayes states that Force Solutions and Force Constructors are inextricably involved in a single business enterprise. Force Constructors owns the equipment used in the business and Force Solutions hires the employees and carries out the work. Mr. Hayes states that it would be "absurd and unworkable" if either party were to become the owner of one of the companies and not the other.

[6] Force Solutions has obtained financing from the Alberta Treasury Branch ("ATB") which was guaranteed by all of Force Constructors, the Applicant, and the Respondent. That financing and those guarantees were outstanding when the Respondent delivered its shotgun offers to the Applicant on May 27, 2024, and they remain outstanding today.

[7] The provisions of the two USAs of significance to the present dispute are identical, and read:

> **1.1.32 "Guaranteeing Shareholder"** means (i) a Shareholder… that has an outstanding guarantee which guarantees any debt of the Company.
>
> […]
>
> **1.1.42 "Offeree Shareholders"** is defined in Section 5.11.1
>
> […]
>
> **5.11.1 Compulsory Buy-Out.** Subject to Section 5.11.7 and Section 5.11.8, any one or more Shareholders (collectively, the "Offeror Shareholders") may, by written notice (the "Shareholder Offer") to the other Shareholders (collectively, the "Offeree Shareholders") and to the Company, require the Offeree Shareholders to elect either:
>
>> 5.11.1.1 to sell all of the Offeree Shareholders' Interest to the Offeror Shareholders;
>>
>> Or

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5.11.1.2 to purchase all of the Offeror Shareholders' Interest; on the terms and conditions set out in the Shareholder Offer and this Agreement;

on the terms and conditions set out in the Shareholder Offer and this Agreement.

[…]

5.11.8 Guarantees by a Shareholder. A Guaranteeing Shareholder cannot be an Offeree Shareholder and cannot be compelled to sell its Interest under this Section 5.11 unless and until the debts owed by the Company which the Guaranteeing Shareholder has guaranteed have been fully and finally satisfied or such guarantees have been fully and finally discharged and released.

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[8] The USAs also contain identical confidentiality, non-competition and non-solicitation clauses in Article 12. Confidentiality is addressed at Section 12.4:

12.4 Confidentiality

12.4.1 Each Party acknowledges and agrees that:

12.4.1.1 in the course of such Party's association with the Company it has acquired Confidential Information;

12.4.1.2 the Company has possession of, title to, and ownership of use the Confidential Information; and

12.4.1.3 any disclosure of the Confidential Information to the general

and accordingly, each Party agrees to hold in strict confidence and not any Confidential Information for any purpose.

[…]

12.4.5 The obligations imposed by, and the covenants contained in, this Section 12.4 are perpetual.

[9] I do not find it necessary to reproduce Article 12's non-competition and non-solicitation provisions. It suffices to not that Section 12.1 addresses non-competition, Section 12.2 addresses non-solicitation of customers, and Section 12.3 addresses non-solicitation of employees.

[10] Article 12 also contains a waiver provision at Section 12.7:

12.7 Waiver by Company

The Company may waive, in whole or in part, and at any time, the provisions of Section 12.1, Section 12.2, and Section 12.3.

[11] On May 27, 2024, the Respondent served two shotgun offers upon the Applicant, one for each of the two companies. Those offers are, for the purposes of the present application, substantially identical. The material provisions of the Force Solutions offer read:

Pursuant to Article 5.11 of the Force Civil Solutions Shareholders' Agreement dated August 31, 2018 the Offeror hereby requires the Offeree to elect either to sell all of the Offeree Shareholders' Interest to the Offeror, or to Purchase all of the Offeror Shareholders' Interest on the terms and conditions hereinafter set out:

> […]
>
> 4. Closing shall be at 2:00 p.m. on July 30, 2024…
>
> 5. On closing the seller and its shareholders shall be released from any and all guarantees of the Company's debt.
>
> 6. The purchaser shall indemnify the seller and its shareholders for any losses suffered as a result of or arising from:
>
> > a. any and all guarantees provided in favour of the Company by either the seller or its shareholders;
> >
> > b. the business of the Company for the provision of goods, materials or services provided after the Closing.
>
> 7. The Offeree shall make an identical election to sell or to purchase all of the Shareholders' Interest in Force Civil Constructors Ltd. in the accompanying OFFER pursuant to Article 5.11 of the Shareholders' Agreement in Force Civil Constructors Ltd. dated May 19, 2020.
>
> 8. On closing the purchaser shall waive and shall cause the Company to waive in whole the obligations of the seller set out in Article 12 CONFIDENTIALITY, NON-COMPETITION, NONSOLICITATION which shall then be of no force or effect.

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[12] Regarding Condition 5 of the shotgun offers, Mr. Hayes states in his Affidavit that he has secured the agreement of ATB to fully and finally discharge and release the Applicant's guarantee if the Respondent were to become the purchaser of the Applicant's shares pursuant to the shotgun offers. The Applicant emphasizes that Mr. Hayes has not provided any documentation confirming the existence of any such agreement with the ATB.

[13] By operation of Sections 5.11.5 and 5.11.6 of the USA, the Applicant was required to respond to the shotgun offers by June 26, 2024, or be deemed to have accepted the Respondent's offer to buy. As noted above, that deadline has been stayed until 48 hours after the release of these reasons.

III. Issues

[14] In support of its application, the Applicant argues that the shotgun offers breach the terms of the underlying USAs, and are therefore void and of no force and effect, for the following three reasons:

> (i) Condition 5 of the shotgun offers requires the Applicant to make an identical election with respect to both companies which is not permitted by the USAs;
>
> (ii) The Applicant is a Guaranteeing Shareholder to Force Solutions, and by operation of Article 5.11.8 of the USAs, a Guaranteeing Shareholder cannot be an Offeree Shareholder and cannot be compelled to sell its shares; and
>
> (iii) The shotgun offers require the purchaser to waive the entirety of Article 12 of the USAs which is not permitted by the USAs.

[15] In these reasons, the Applicant's three grounds of objection will be addressed in the order in which they have been presented.

IV. Legal Principles

[16] In ***Trimac Ltd. v C-I-L Ltd.*** [1987] 4 W.W.R. 719 (Alta QB), var'd: [1987] 6 W.W.R. 66 (Alta CA), Virtue J. said: "A shot gun buy-sell is strong medicine. One takes it strictly in accordance with the prescription or not at all." On this basis, it was held that a shotgun offer had not been validly accepted since the acceptance was qualified and equivocal.

[17] Virtue J.'s colourful comments in ***Trimac*** were quoted with approval by the Court of Appeal in ***942925 Alberta Ltd. v Thompson***, 2008 ABCA 81 at para. 21, in support of its holding that "[a] shareholder must strictly comply with the terms of a shotgun clause [in a USA] in order to obtain its benefit". In that case, the Court of Appeal found two jointly-presented shotgun offers to be invalid since the USA did not authorize a joint exercise by two or more shareholders (para. 22).

[18] Hence, the "strong medicine" metaphor means both that a shotgun offer may only be accepted in strict compliance with the offer (***Trimac***), and that a shotgun offer may only be issued in strict compliance with the USA (***942925 Alberta***).

[19] ***Trimac*** and ***942925 Alberta*** were cited by Lauwers J.A. in ***Western Larch Ltd. v Di Poce Management Ltd.***, 2013 ONCA 722 at para. 43, who went on to write:

> **46** It seems to me that the court should be reluctant to rescue a party who later regrets contractual arrangements that were carefully designed and accepted. The court's task is to consider whether compliance with the shotgun buy-sell provision is sufficiently strict, given the vagaries and complexities of commercial arrangements and commercial life, which the parties have plainly accounted for in their contractual arrangements. Strict compliance is not perfect compliance.
>
> **47**…In my view, in deciding whether the respondents' shotgun buy-sell offer met the strict compliance test, the commercially reasonable expectations of these sophisticated parties in this factual context must be considered.

[20] Building upon these authorities, the Applicant argues that a shotgun offer may not include terms or conditions which are not expressly authorized or otherwise contemplated by the USA. In the Applicant's words, the USAs in the present case "do not expressly contemplate, and therefore neither require nor permit" the additional terms or conditions they contain. In support of this proposition, the Applicant cites such cases as ***Shier v 927327 Ontario Inc.***, [1992] OJ No 1986 (CJ), ***Hargreaves v Charbonneau***, [2003] OJ No 4268 (SCJ) at para. 21, ***Costello v Redcity Creative Agency Inc.***, 2019 ABQB 600 at para. 80, ***360246 BC Ltd v Evmo Holdings Ltd.***, [1993] BCJ No 2068 (SC) at para. 17, and ***Gray v Gray***, 2004 MBQB 171 at paras. 29-30.

[21] With respect, I do not agree with the Applicant that a shotgun offer can never contain terms and conditions which are not expressly contemplated by the enabling USA. In the cases just cited, it was held that conditions contained within the offers at issue were inconsistent with the particular USAs at issue. In other cases, the language of a USA may permit the inclusion of terms not expressly contemplated by the USA. An illustrative example is provided in

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Buttonwood Holdings Inc. v Zeubear Investments Ltd., 2010 ONCA 825 where the particular USA at issue required the inclusion of certain mandatory or "minimum" terms, while permitting the introduction of others (see para. 25).

[22] I do accept, however, that a shotgun offer "must strictly comply" with the terms of the USA and cannot be contrary to it (***942925 Alberta***). To take an obvious example, if the acceptance of a shotgun offer would compel a shareholder to violate the enabling USA, then the offer is invalid.

[23] Turning to the broader subject of commercial contracts generally, such contracts should be interpreted in accordance with sound commercial principles and good business sense. In the absence of evidence of a bad bargain, courts should not interpret a contract in a way that yields an unrealistic or absurd result: ***IFP Technologies (Canada) Inc. v EnCana Midstream and Marketing***, 2017 ABCA 157 at para. 88 citing John D. McCamus, The Law of Contracts, 2nd ed (Toronto: Irwin Law, 2012) at 763-66.

[24] Even more broadly, in ***Sattva Capital Corp. v Creston Moly Corp.***, 2014 SCC 53, Rothstein J. stated at para. 47 that "the interpretation of contracts has evolved towards a practical, common-sense approach not dominated by technical rules of construction". He also emphasized that the interpretation of a written contractual provision must always be grounded in its text:

> **57** While the surrounding circumstances will be considered in interpreting the terms of a contract, they must never be allowed to overwhelm the words of that agreement (*Hayes Forest Services*, at para. 14; and Hall, at p. 30). The goal of examining such evidence is to deepen a decision-maker's understanding of the mutual and objective intentions of the parties as expressed in the words of the contract. The interpretation of a written contractual provision must always be grounded in the text and read in light of the entire contract (Hall, at pp. 15 and 30-32). While the surrounding circumstances are relied upon in the interpretive process, courts cannot use them to deviate from the text such that the court effectively creates a new agreement (*Glaswegian Enterprises Inc. v. B.C. Tel Mobility Cellular Inc.* (1997), 101 B.C.A.C. 62).

[25] Turning to test which governs the subject of shareholder oppression, it is sufficient for the purposes of the present application to recite the basic framework established in ***BCE Inc. v 1976 Debentureholders***, 2008 SCC 69:

> [68] In summary, the foregoing discussion suggests conducting two related inquiries in a claim for oppression: (1) Does the evidence support the reasonable expectation asserted by the claimant? and (2) Does the evidence establish that the reasonable expectation was violated by conduct falling within the terms "oppression", "unfair prejudice" or "unfair disregard" of a relevant interest?

V. Analysis

A. The Factual Matrix

[26] The record before me is scant as to the circumstances surrounding the negotiation and execution of the USAs. I find that the factual matrix to be considered in interpreting those agreements to consist of the following non-controversial facts.

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[27] Mr. Jonathan Jethon and Ms. Stacey Jethon are the directors and shareholders of the Applicant. Mr. Scott Hayes is the sole director and majority shareholder of the Respondent. The parties are 50-50 shareholders in the two companies Force Solutions and Force Constructors. Mr. Jethon and Mr. Hayes are the directors of those companies. The original parties to the USAs were the Applicant, the Respondent, and an individual named Matthew Thomson. (Mr. Thomson is no longer a shareholder of either company, and no longer a party to the USAs.) The parties are sophisticated commercial actors and it is apparent that the USAs were professionally drafted by and with the assistance of legal counsel. The companies are involved in a single business enterprise. Force Constructors owns the equipment used in the business and Force Solutions hires the employees and carries out the work.

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[28] This summary exhausts the factual matrix evidence before me on this application.

B. Is the inclusion of Condition 7 of the shotgun offers contrary to the USAs or oppressive to the Applicant?

[29] The Applicant's first ground of objection to the shotgun offers is that Condition 7 of each offer requires the Applicant to make an identical election in response to both offers. In other words, the Applicant must elect to sell its own interest in both companies or to buy the Respondent's interest in both companies. For ease of reference, Condition 7 of the Force Solutions offer is here again reproduced:

> 7. The Offeree shall make an identical election to sell or to purchase all of the Shareholders' Interest in Force Civil Constructors Ltd. in the accompanying OFFER pursuant to Article 5.11 of the Shareholders' Agreement in Force Civil Constructors Ltd. dated May 19, 2020.

[30] Both parties acknowledge that the USAs do not specifically allow, disallow, or otherwise contemplate the inclusion of such a condition in a compulsory buy-sell offer. On this basis, the Applicant submits that the inclusion of Condition 7 renders the offers invalid and oppressive.

[31] As noted in the summary of legal principles above, I accept that a shotgun buy-sell is "strong medicine" that must be taken "strictly in accordance with the prescription or not at all". Among other things, this means that a shotgun offer "must strictly comply" with the terms of the USA.

[32] But I do not interpret this principle as providing that all of the conditions contained in a shotgun offer must be specifically permitted or contemplated by the terms of the enabling USA. In some cases, the inclusion of additional terms and conditions will be entirely consistent with the USA. It depends upon the language of the USA.

[33] In the present case, Section 5.11.1 of the USAs states that the Offeree Shareholder must buy or sell "on the terms and conditions set out in the Shareholder Offer and this Agreement". These words contemplate the inclusion of terms and conditions in the shotgun offer beyond those included in the USAs. An interpretation prohibiting the introduction of new terms in a shotgun offer would effectively negate the words "in the Shareholder Offer".

[34] Since the USAs do not prohibit the inclusion of Condition 7, and since the inclusion of such a condition is not otherwise contrary to the provisions of the USAs, I do not find the inclusion of Condition 7 to render the shotgun offers invalid. As just noted, the USAs permit the offer to include terms and conditions which are not specifically referred to in the USAs.

[35] Further, I do not find the inclusion of Condition 7 to be oppressive for the purposes of s. 242 of the *Business Corporations Act*. As noted above, the evidence of Mr. Hayes is that the two companies are inextricably involved in a single business enterprise. One company owns the equipment used in the business and the other hires the employees and actually carries out the work. Mr. Hayes states that it would be "absurd and unworkable" if either party were to become the owner of one of the companies and not the other. Although, as the Applicant points out, this evidence is not rich in detail, it is also the only evidence before me on this point. Under these circumstances, Condition 7 is not contrary to the parties' reasonable expectations, and is not oppressive or unfair.

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[36] The Applicant's first ground of objection is, therefore, denied.

C. Can the Applicant be an Offeree Shareholder given the outstanding guarantee in favour of the ATB?

[37] Relying upon Section 5.11.8 of the USAs, the Applicant next argues that the shotgun offers are invalid since the Applicant's guarantee in favour of the ATB was in effect when the offers were delivered. Consequently, the Applicant could not be an "Offeree Shareholder" at that point in time. Further, the Applicant emphasizes that the Respondent has failed to produce any formal documentation confirming that the ATB has agreed to discharge the Applicant's guarantee in the event that the Applicant becomes the seller.

[38] In response, the Respondent submits that Section 5.11.8 does not provide that the Applicant is immune from being served with a shotgun offer so long as a guarantee remains outstanding. Rather, it provides that the Applicant cannot be compelled to sell its shares unless and until its guarantee is discharged. Given that Condition 5 of the shotgun offers provides that a release of the guarantee shall be provided by the purchaser "[o]n closing", the requirements of Section 5.11.8 are met. To the Respondent, the fact that the guarantee was in effect on the date that the offers were served is immaterial.

[39] For ease of reference, the operative language of Section 5.11.8 of the USAs is here again reproduced:

> **5.11.8 Guarantees by a Shareholder.** A Guaranteeing Shareholder cannot be an Offeree Shareholder and cannot be compelled to sell its Interest under this Section 5.11 unless and until… such guarantees have been fully and finally discharged and released.

[40] Section 5.11.8 of the USAs must be read in the context of the entire USAs and in light of its purpose. The purpose of the USAs' compulsory buy-out provisions in Section 5.11 is to protect a shareholder from being obligated to continue a relationship with the other shareholder that has broken down. As the Respondent puts it, Section 5.11 is the "escape clause" for an unhappy shareholder. Within that escape clause, Section 5.11.8 is designed to ensure that a shareholder will not be required to sell its interest in a company while remaining liable on a guarantee of the company's debt.

[41] In my view, the Applicant's proposed interpretation of Section 5.11.8 is contrary to both the USA's purpose and to good business sense. It is obvious that sophisticated businesses will often require financing and that financial institutions will often require shareholder guarantees. Since it will very often be impossible for such obligations to be fully discharged in advance of

the delivery of a shotgun offer, the Applicant's proposed interpretation of Section 5.11.8 would render Section 5.11 useless whenever such familiar arrangements are in place.

[42] In contrast, the Respondent's interpretation of Section 5.11.8 allows Section 5.11 to serve its function as an escape hatch for discordant shareholders while ensuring that no shareholder will be required to remain liable on a guarantee of the company's debt after being compelled to sell. Although a guarantee may be extant at the time that a shotgun offer is delivered, the receiving shareholder will be assured by the closing condition that it will not be required to actually convey title to its shares unless and until a formal discharge of the guarantee is provided by the purchaser.

[43] Applying the principles at paragraph 57 of ***Sattva***, I also conclude that the Respondent's proposed interpretation is consistent with the text of Section 5.11.8. Read compendiously, the words "cannot be an Offeree Shareholder and cannot be compelled to sell its Interest" support the conclusion that the guarantee must be discharged by the time of the compelled sale, and not necessarily by the time of the offer.

[44] I therefore conclude that, contrary to the Applicant's submissions, the parties to these USAs are not entirely immune from being served with a shotgun offer by reason only of an extant guarantee of indebtedness at the time that the offer is delivered. What Section 5.11.8 actually says is that the shareholders cannot be compelled to convey legal title to their shares unless and until the guarantee is discharged and released. Such a conveyance of title does not occur until the deal closes. A condition requiring the buyer to provide a formal release and discharge of the guarantee as a "[o]n closing" is therefore sufficient to achieve strict compliance with the USAs.

[45] Given this interpretation, I conclude that the Applicant's outstanding guarantee did not render the shotgun offers contrary to the USA or oppressive for the purposes of s. 242 of the *Business Corporations Act*. The presence of Condition 5 of the shotgun offers ensures that the Applicant can only be compelled to sell its interest in the companies if a formal discharge and release from the ATB is provided by the purchaser on the closing date. Should that document not materialize, the seller will not be required to relinquish title to its interests.

D. Is the inclusion of Condition 8 of the shotgun offers contrary to the USAs or oppressive to the Applicant?

[46] The Applicant's third ground of objection pertains to Condition 8 of the shotgun offers which reads:

> 8. On closing the purchaser shall waive and shall cause the Company to waive in whole the obligations of the seller set out in Article 12 CONFIDENTIALITY, NON-COMPETITION, NONSOLICITATION which shall then be of no force or effect.

[47] The Applicant submits that the inclusion of Condition 8 is both contrary to the USAs and oppressive for the purposes of s. 242 of the *Business Corporations Act* since "[t]he USAs do not permit a shareholder or the Companies to wholly waive Article 12, either in the compulsory buy-sell process or otherwise." Further, the Applicant submits that allowing the buying shareholder to take the sale proceeds "across the street" to compete with the two companies would be highly prejudicial to the companies' business interests.

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[48] The Respondent's argument on this point is succinct. It submits that since Section 12.7 of the USAs "clearly contemplate waiver of [the] provisions" referred to in Condition 8, the inclusion of such a waiver condition in a compulsory buy-sell offer cannot be objectionable and the Applicant's objection is "without merit".

[49] The problem with the Respondent's argument on this point is that Section 12.7 of the USAs only permits the companies to waive the provisions of Section 12.1 (non-competition), Section 12.2 (non-solicitation of customers) and Section 12.3 (non-solicitation of employees). It does not permit the companies to waive the provisions of Section 12.4 (confidential information):

> **12.7 Waiver by Company**
>
> The Company may waive, in whole or in part, and at any time, the provisions of Section 12.1, Section 12.2, and Section 12.3.

[50] Rather than including Section 12.4 as a provision that may be waived pursuant to Section 12.7, the USAs instead state at Section 12.4.5 that the obligations and covenants contained in Section 12.4 are "perpetual":

> 12.4.5 The obligations imposed by, and the covenants contained in, this Section 12.4 are perpetual.

[51] No equivalent provision to Section 12.4.5 is included in Sections 12.1, 12.2 or 12.3 of the USAs.

[52] The scant evidence on this application does not specifically address the subject of confidential information or its importance (or unimportance) to the two companies' businesses. However, the terms of the USAs suggest that confidential information was a subject of particular importance to the parties when the USAs were executed. For example, Section 12.4.1 states that "any disclosure of the Confidential Information to the general public would be highly detrimental to the interests of the Company", and that the parties must "hold in strict confidence and not disclose or use any Confidential Information for any purpose".

[53] Reading Article 12 as a whole, I can only conclude that the omission of Section 12.4 from Section 12.7 was intentional. The maxim *inclusio unius est exclusio alterius* applies, and the companies may not waive the parties' respective obligations under Article 12 such as the obligation "to hold in strict confidence and not disclose or use and Confidential Information for any purpose." As Section 12.4.5 expressly states, those obligations are "perpetual".

[54] I therefore conclude that both shotgun offers fail to strictly comply with their enabling USAs since the performance of Condition 8 of those offers would require the parties to violate Section 12.4 of the USAs. As the Applicant submits, the provisions of Section 12.4 may not be waived, either in the compulsory buy-sell process or otherwise. The agreement contemplated by the shotgun offers would therefore be contrary to the USAs.

[55] For these reasons, the Applicant's third ground of objection is allowed and both shotgun offers of May 27, 2024, are declared to be of no force or effect.

[56] Given this conclusion, it is unnecessary to determine whether the inclusion of Condition 8 is also oppressive for the purposes of s. 242 of the *Business Corporations Act*.

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VI. Order Granted

[57] The Applicant's application is granted in part. An Order is granted declaring that "the two Buy-Sell Offers of May 27, 2024, are void and of no force and effect." No Order is made with respect to shareholder oppression.

Heard on the 25th day of June, 2024.
Dated at the City of Edmonton, Alberta this 2nd day of July, 2024.

N.J. Whitling
J.C.K.B.A.

Appearances:

Jeremiah Kowalchuk and Elisa Carbonaro
for the Applicant

J. Cameron Prowse, K.C.
for the Respondents

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