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COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: PRESTIGIOUS PROPERTIES INC.

DEFENDANTS: COLD LAKE ESTATES INC., NORTHERN ALBERTA ESTATES INC., THE MULLER RYAN RICHARD DEVELOPMENT GROUP INC. also known as the MRR DEVELOPMENT GROUP INC., M DOUBLE M ENGINEERING SERVICES INC., CHARLES RYAN, MATTHYS MULLER, ROGER RICHARD and TRI-CITY CAPITAL CORP.

DOCUMENT: **BRIEF OF THE APPLICANT**

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**BRIEF OF THE APPLICANT, PRESTIGIOUS PROPERTIES INC.,
APPLICATION TO RECOVER THROWN AWAY COSTS
SCHEDULED TO BE HEARD AT A CASE MANAGEMENT HEARING JUNE 20, 2017**

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I. INTRODUCTION

1. In this consolidated Action (the “Action”) the Plaintiff (Applicant), Prestigious Properties Inc. (“Prestigious”), has alleged fraudulent and negligent misrepresentation, conspiracy, breach of contract and breach of the implied duties of good faith and honesty in contractual dealings by the Defendants in relation to a commercial real estate transaction.
2. In December 2015, Prestigious filed an application for security for costs (the “Security for Costs Application”) against the Defendant Charles Ryan (“Ryan”) and the Defendants Cold Lake Estates Inc. (“CLE”), Northern Alberta Estates Inc. (“NAE”) and the Muller Ryan Richard Development Group Inc. (“MRR”) (collectively the “Ryan Companies”).
3. In April 2016, Prestigious obtained a pre-judgment attachment order against Ryan and CLE (the “Attachment Order”). Ryan and CLE filed an application to set aside the Attachment Order on April 28, 2016 (the “Ryan Set Aside Application”).
4. In June 2016, Prestigious attempted to conduct cross examinations on affidavits of Ryan (the “Ryan Cross Examination”). The Ryan Cross Examination concerned Affidavits sworn or relied upon for in opposition to the Security for Costs Application and in support of the Ryan Set Aside Application.
5. In July 2016, Prestigious attempted to conduct questioning of Ryan and the Ryan Companies (the “Ryan Defendants”) in the main Action (the “Ryan Discovery Questioning”).
6. During the Ryan Cross Examination and the Ryan Discovery Questioning (collectively, the “Questionings”), the Ryan Defendants made excessive, unnecessary and unfounded objections to questions and requests for undertakings (the “Objections”).

7. Prestigious filed an application to set aside the Objections, returnable on October 20, 2016 in Masters Special Chambers (the “Prestigious Objections Application”).
8. However, the Prestigious Objections Application was supplanted by an allegedly emergency application by Ryan (the “Alleged Emergency Application”), short filed on October 17, 2016. As a result, the Prestigious Objections Application was adjourned.
9. Several months later, the Ryan Defendants withdrew all of the Objections. The Ryan Defendants subsequently provided brief and often non-responsive written answers to the Objections.
10. The Applicant seeks thrown away costs on an elevated basis against the Ryan Defendants arising from the Objections, the supplanted Prestigious Objections Application and of this Application.

II. **FACTS**

A. The Pleadings and Parties

11. The Consolidated Statement of Claim in this Action alleges that the Ryan Defendants, in association with the other Defendants, conspired to conceal information about servicing minimum requirements for land sold to Prestigious by CLE.

Statement of Claim filed April 11, 2016 (“Statement of Claim”). **[TAB 1]**

12. Prestigious seeks judgment and or damages in excess of \$8,000,000.00.

Statement of Claim. **[TAB 1]**

13. Ryan is currently the sole shareholder and director of the Ryan Companies.

B. Prestigious Security for Costs Application

14. Prestigious filed the Security for Costs Application against the Ryan Defendants on December 1, 2015.

15. The affidavit sworn in support of the Security for Costs Application (the “Security for Costs Affidavit”) outlined assets and liabilities of Ryan and the Ryan Companies, including five properties owned by Ryan and CLE (the “Ryan Properties”).

Affidavit of Trina Jackson, sworn December 1, 2015 (the “Security for Costs Affidavit”) at para 6 and Exhibits “P”, “R”, “V”, “X” and “Y”.

16. On January 19, 2016, Ryan swore an Affidavit in response to the Security for Costs Affidavit (the “January 2016 Ryan Affidavit”). The January 2016 Ryan Affidavit disputed, among other things:

- a. The appraised value of the Ryan Properties and provided as exhibits appraisals in support of these values; and
- b. The current balances of the mortgages registered against the Ryan Properties.

January 2016 Ryan Affidavit at paras 7, 8 and Exhibits “D-J”.

17. The Security for Costs Application was set down for a Masters Special Chambers hearing to be heard seven months after the original filing, on August 24, 2016.

18. Prestigious filed and served its Brief in support of the Security for Costs Application on August 5, 2016.

19. On August 12, 2016, Prestigious was served with CLE’s Brief opposing the Security for Costs Application together with a new Affidavit sworn by Charles Ryan on August 11, 2015 in opposition to the Security for Costs Application (the “August 2016 Ryan Affidavit”).

20. The August 24, 2016 hearing date had to be adjourned to permit cross-examinations on the new August 2016 Ryan Affidavit.

C. Pre-Judgment Attachment Order

21. On April 18, 2016, Prestigious obtained the Attachment Order for \$6 million against Ryan and CLE, which was registered against title to the Ryan Properties.
22. The Attachment Order was granted largely as a result of the fact that when swearing the January 2016 Ryan Affidavit and attesting to the 'correct' valuation of the Ryan Properties, Ryan failed to disclose that CLE and/or Ryan had already transferred title of all of the Ryan Properties to the name of his wife, Barbara Ryan ("Mrs. Ryan") (the "January 2016 Misrepresentation").

Affidavit of Trina Jackson, filed April 18, 2016.

January 2016 Ryan Affidavit at paras 7 and 8.

Excerpts from Transcript of Pre-Judgment Attachment Order Application before Master Breitreuz on April 18, 2016 ("Attachment Order Transcript") at 10:37-11:8, 11:20-36, 12:37-38, 18:11-12. **[TAB 2]**

Order of Master Breitreuz filed on April 18, 2016. **[TAB 3]**

D. Set Aside Application

23. CLE and Ryan filed the Ryan Set Aside Application on April 28, 2016, in support of which Ryan swore an affidavit filed on April 28, 2016 (the "April 2016 Ryan Affidavit").

E. Ryan's Cross Examination

24. June 9 and 10, 2016 were scheduled to conduct the Ryan Cross Examination on the various Affidavits sworn in support of or relied upon by the Ryan Defendants in opposition to the Security for Costs Application and in support of the Ryan Set Aside Application.
25. In correspondence prior to the Ryan Cross Examination, Ryan's Counsel insisted that the Ryan Cross Examination be limited to the April 2016 Ryan Affidavit and a new affidavit sworn on May 31, 2016 (the "May 2016 Ryan Affidavit").

Affidavit of Trina Jackson sworn September 30, 2016 ("September 2016 Prestigious Affidavit") at paras 7(b), 8(a), 8(b) and 9(a) and Exhibits "F", "H", "I" and "K".

26. Counsel for Prestigious maintained that Ryan was subject to cross examination on all the Affidavits sworn or relied upon by the Ryan Defendants and provided an analysis of the basis for this position.

September 2016 Prestigious Affidavit at paras 7, 8 and 9 and Exhibits "E" through "L".

27. During the Ryan Cross Examination, Ryan's Counsel repeatedly objected to questions that were relevant and material to one or more issues in dispute on the Set Aside Application (the "Cross Examination Objections") and, more generally, refused to allow Ryan to answer any questions about any affidavits other than the April 2016 Ryan Affidavit and the May 2016 Ryan Affidavit.

Appendix A: Cross Examination Objections. **[TAB A]**

28. Ryan's Counsel also refused or took under advisement proper undertakings sought during the Ryan Cross Examination (collectively, the "Cross Examination Refused Undertakings"). The Cross Examination Refused Undertakings related to matters before the court for determination in the Ryan Set Aside Application, which arose from evidence sworn in support of and in opposition to the Security for Costs Application.

Appendix B: Cross Examination Refused Undertakings. **[TAB B]**

29. In those instances where a basis for the Cross Examination Objections and the Cross Examination Refused Undertakings were provided, the ground was relevancy.

F. Questioning in the Action – Charles Ryan

30. On July 11, 12 and 14, Ryan was produced as an individual Defendant and the corporate representative of the Ryan Companies in the Ryan Discovery Questioning.

31. The Ryan Defendants repeatedly objected during the Ryan Discovery Questioning to questions relevant and material to one or more of the issues in dispute in the Action (collectively, the "Questioning Objections").

Appendix C: Questioning Objections. **[TAB C]**

32. The Ryan Defendants also refused or took under advisement answers to undertakings sought during the Ryan Discovery Questioning that were relevant and material to one or more issues in dispute in the Consolidated Action (collectively, the “Questioning Refused Undertakings”).

Appendix D: Questioning Refused Undertakings. **[TAB D]**

33. Many of the questions objected to and undertakings refused or taken under advisement during the Ryan Discovery Questioning were put to Ryan’s co-defendants Matthys Muller and Ryan Richard during their respective questionings, without objection.

September 2016 Prestigious Affidavit at Exhibits “O” and “P”.

34. In each instance where the basis of the Questioning Objections or the Questioning Refused Undertakings was provided, the ground for the objection was relevancy.

G. Prestigious Objections Application

35. Prestigious filed the Prestigious Objections Application to set aside or compel answers to the Cross Examination Objections, the Cross Examination Refused Undertakings, the Questioning Objections and the Questioning Refused Objections on September 30, 2016.

36. The Prestigious Objections Application was returnable October 20, 2016 in Masters Special Chambers (the “October Hearing”).

37. Prestigious prepared, filed and served a brief in support of the Prestigious Objections Application on September 30, 2016.

38. On October 17, 2016, Ryan’s Counsel sent correspondence to Prestigious and the Court (the “October 17 Letter”) requesting the opportunity to have the Alleged Emergency Application heard during the October Hearing.

October 17 Letter. **[TAB 4]**

39. The October 17 Letter outlined that the new application was an emergency as it related to allowing the sale of one of the Ryan Properties covered by the Attachment Order (the “Young Property”).

October 17 Letter. **[TAB 4]**

40. Ryan swore an affidavit describing the circumstances surrounding the Alleged Emergency Application and swore the closing date on the Young Land Sale was November 1, 2016, thereby requiring the court to approve the sale and permit removal of the Attachment Order from the Young Property before that time (the “Ryan Emergency Affidavit”).

Ryan Emergency Affidavit at para 9.

41. At the October Hearing, all of the time originally allotted to have the Prestigious Objections Application heard was used to hear the Alleged Emergency Application.

42. At the conclusion of the hearing, Master Breitzkreuz adjourned the Prestigious Objections Application but noted that Ryan and the Ryan Companies needed to have a stronger argument than relevancy in relation to the Objections.

Excerpts from Transcript of Prestigious Objections Application held on October 20, 2016 (“Prestigious Objections Application Transcript”), 28:34-35. **[TAB 5]**

43. The “emergency” aspect of the Alleged Emergency Application was later shown to be moot. The deadline for the pending sale of the Young Property (the “Young Land Sale”) was extended until at least November 7, 2016 via amendment that was provided to Prestigious.

Ryan Undertaking 17 (Purchase Contract Amendment). **[TAB 6]**

44. On subsequent questioning on undertakings, Ryan denied knowing what the ultimate closing date was for the Young Land Sale. The Order (the “Young Order”) arising from the Alleged Emergency Application which permitted the Young Land Sale was not even filed until November 25, 2017.

Excerpts from Transcript of Cross Examination on Undertakings of Charles Ryan held on May 15, 2017
("Cross Examination UT Transcript"), 349:6-7. **[TAB 7]**

45. The transfer of title of the Young Property was completed on December 1, 2016.

Ryan Undertaking 23 (Servus Account History.) **[TAB 8]**

Land Title Certificate for title number 162 340 044 with short legal of
4;4;63;28;NE. **[TAB 9]**

H. Conceded Objections

46. On January 23, 2017, Counsel for the Ryan Defendants wrote to Counsel for Prestigious, advising that Ryan was prepared to voluntarily provide answers to the Objections in order to allow for more substantive examinations on the affidavits sworn in the Action in order to move the matter forward (the "Objections Withdrawal").

47. The letter attached a form of response provided by Ryan and Ryan's Counsel to the Objections (the "Objections Answers").

48. Most of the Objections Answers were brief and often one word answers which did not responsively address the Objections.

I. Completion of Cross Examination

49. After the Objections Withdrawal and the provision of the limited Objections Answers, cross examination was scheduled again for the Ryan Defendants.

50. The cross examination of Ryan was completed on February 21 and 23, 2017 (the "Ryan Cross Completion").

51. Ryan's Counsel allowed Prestigious' Counsel to conduct examination on all of the affidavits that Prestigious' Counsel had previously tried to question on during the Ryan Cross Examination.

III. ISSUES

52. The issue before this Honourable Court is whether the Applicant should be awarded costs on an elevated level.

53. Prestigious submits it is entitled to a costs award for the delay and thrown-away costs caused by the improper and ultimately conceded Objections, including the cost of:

- i. preparing for and attending the Ryan Cross Examination;
- ii. preparing for and attending the Ryan Discovery Questioning; and
- iii. preparing for and attending the Prestigious Objections Application.

IV. LAW

A. Rules of Court

54. Rule 10.29 sets out that a successful party to an application is entitled to a costs award against the unsuccessful party and the unsuccessful party must pay the costs forthwith subject to certain provisions.

Alberta Rules of Court, AR 124/2010 ("Rules"), R 10.29. [TAB 10]

55. Rule 10.31 (3) of the *Rules* provides, among other things, that the Court may order costs on a Schedule C or multiple of Schedule C basis:

(3) In making a costs award under subrule (1)(a), the Court may order any one or more of the following:

- a) one party to pay to another all or part of the reasonable and proper costs with or without reference to Schedule C;
- b) one party to pay to another an amount equal to a multiple, proportion or fraction of an amount set out in any column of the tariff in Division 2 of Schedule C or an amount based on one column of

the tariff, and to pay to another party or parties an amount based on amounts set out in the same or another column;...

Rules, R 10.31. [TAB 10]

56. Rule 10.33(1) sets out the general considerations for the court when making a costs award:

(1) In making a costs award, the Court may consider all or any of the following:

- a) the result of the action and the degree of success of each party;
- b) the amount claimed and the amount recovered;
- c) the importance of the issues;
- d) the complexity of the action;
- e) the apportionment of liability;
- f) the conduct of a party that tended to shorten the action;
- g) any other matter related to the question of reasonable and proper costs that the Court considers appropriate.

(2) In deciding whether to impose, deny or vary an amount in a costs award, the Court may consider all or any of the following:

- a) the conduct of a party that was unnecessary or that unnecessarily lengthened or delayed the action or any stage or step of the action;
- b) a party's denial of or refusal to admit anything that should have been admitted;
- c) whether a party started separate actions for claims that should have been filed in one action or whether a party unnecessarily separated that party's defence from that of another party;
- d) whether any application, proceeding or step in an action was unnecessary, improper or a mistake;
- e) an irregularity in a commencement document, pleading, affidavit, notice, prescribed form or document;
- f) a contravention of or non-compliance with these rules or an order;

g) whether a party has engaged in misconduct.

[Emphasis added]

Rules, R 10.33. [TAB 10]

B. Ryan Should Be Directed To Pay Thrown Away Costs

57. The party whose actions caused or necessitated the delay should pay thrown away costs.

D'Amico v Wiekmen, 2008 ABQB 129 ("D'Amico") at para 17. [TAB 11]

58. An award for thrown away costs includes the disbursements and reasonable fees for work that has been rendered useless as a result of the adjournment.

D'Amico at para 32. [TAB 11]

59. A party may be responsible for an adjournment, though not necessarily "at fault", and still have to pay throw away costs.

Lyons v Baldwin, 2012 ABQB 137 at para 4. [TAB 12]

C. Elevated costs

60. In Alberta, courts have typically awarded a multiplier of the tariffs in Column 5 of Schedule C in three types of circumstances:

- a. When the complexity of the action warrants it;
- b. When the amount in dispute significantly exceeds the \$1.5 million threshold for Column 5; and/or,
- c. When the conduct of one of the parties warrants a multiplier.

Stewart Estate v TAQA North Ltd ("TAQA"), 2016 ABCA 144 at para 25. [TAB 13]

61. Further, courts have discretion to consider the factors outlined in Rule 10.33 when deciding if a costs award is appropriate and how large the award should be. Courts

generally rely upon these considerations in conjunction with the aforementioned circumstances.

TAQA at para 25. [TAB 13]

Rules, R 10.33. [TAB 10]

V. ANALYSIS

A. The Objections

62. Each of the questions and requests that gave rise to the Objections sought facts, information or records of primary and/or secondary relevance and that would be of significant help to Prestigious in proving or disproving facts in issue in this Action. Ryan had a duty in both his personal capacity and as Director of the Ryan Companies to answer the Objections as they were relevant to the pleadings, as was conceded when the Ryan Objection Answers were ultimately provided.

Suncor Energy Oil Sands Limited Partnership v Propak Systems Ltd, 2012 ABQB 789
(“Suncor”) at paras 4-5. [TAB 14]

NAC Constructors Ltd v Alberta Capital Region Wastewater Commission, 2006 ABCA 246
(“NAC”) at para 13. [TAB 15]

63. Ryan, through the objections of his Counsel, has failed to comply meaningfully with the Rules requiring him to answer all relevant and material questions and undertaking requests in this Action.

64. It is appropriate to award costs when the Objections have unnecessarily delayed and obstructed the discovery process and rendered the Ryan Cross Examination and Ryan Discovery Questioning less effective than the Applicants were entitled to expect.

Hall v Youngston (1999), 39 CPC 92d) 149, [1999] OJ No 1599 (Ont Sup Ct J) at
pp 5-6 (cited to QL). [TAB 16]

B. Preparation Time

65. The Objections caused the Questionings to be a waste of time, effort and resources. Prestigious' Counsel spent considerable time preparing for the Questionings and the multitude of Objections did not allow for either occasion to be productive.
66. Due to the Objections, Prestigious was forced to bring the Prestigious Objections Application so that the Action could move forward, and had to incur the cost of preparing and filing a brief.
67. The time and effort spent preparing written and oral materials for the Prestigious Objections Application was lost as a result of:
- d. The Alleged Emergency Application, which resulted in the adjournment of the Prestigious Objections Application; and,
 - e. The Objections Withdrawal, which was only conceded long after the adjournment.

C. Prestigious Objections Application Supplanted

68. Ryan and Ryan's Counsel's supplanting of the scheduled hearing of the Prestigious Objections Application was unnecessary and created further unwarranted delay and expense to Prestigious.
69. The Alleged Emergency Application was not an "emergency" and could have been brought at a later date or different time with reasonable cooperation from the buyers. This would have allowed the Prestigious Objections Application to proceed.
70. The late filing of an affidavit happened previously with the Security for Costs Application and this second occurrence shows a pattern of delay tactics used by the Ryan Defendants.

71. Where only one party is at fault for a delay or adjournment, the party should bear thrown away costs to be paid to the other party.

D'Amico at paras 17-18. [TAB 11]

72. As outlined in the *Rules* and case law, a party constantly causing unnecessary delays in an action is a basis for not only a costs award, but a costs award on an elevated basis.

Rules, R 10.33. [TAB 10]

TAQA at para 25. [TAB 13]

73. The Alleged Emergency Application resulted in the Prestigious Objections Application not being heard and wasted all of the preparation time spent by Prestigious' Counsel. It also further delayed the Action, as the completion of the Ryan Cross Examination and Ryan Discovery Questioning could not happen until the Objections were dealt with.

74. The Ryan Defendants might argue that they were not "at fault" as this was an unanticipated, emergency application. However, the sale that prompted the application did not close as originally indicated and any appearance of it being an emergency was within the control of Ryan or Mrs. Ryan.

D. Answers Were Insufficient

75. After months of continuing to stand by the Objections, the Ryan Defendants suddenly resiled from their position, and provided Prestigious' Counsel with the Objections Answers on January 23, 2017, many of which were rudimentary or not substantively responsive.

76. While the Objections Answers might initially appear to be a cooperative step in the Action, their incomplete nature rendered them virtually useless. As a result, rather than a short cross examination to 'clean up' any remaining questions, Counsel for Prestigious was required to prepare and conduct the full two-day Ryan Cross Completion.

E. Completion of Cross Examination

77. The Ryan Cross Completion took place on February 21 and 23, 2017. Two full days were necessary due to the Ryan Cross Examination being adjourned after a single day because of the number of objections made by Ryan's Counsel and the insufficient information contained within the Objections Answers.

78. Case law outlines that a witness must give responsive answers to questions during cross examination or questioning.

Canalta Concrete Contractors v. Camrose, (1985) 38 Alta. L.R. (2d) 153, 1985 CanLII 1169 (ABQB) ("*Canalta*") at para 21 (cited to CanLII). **[TAB 17]**

79. The lack of information provided in the Objections Answers meant that most of the questions and undertakings that made up the Objections had to be asked and sought again during the Ryan Cross Completion.

F. Ryan and The Ryan Companies Should Be Required To Pay Elevated Costs

80. The conduct of a party that was unnecessary or that unnecessarily lengthened or delayed any step of an action may be considered when the Court decides whether or not to impose a cost award.

Rules, R 10.33. **[TAB 10]**

81. A party may be liable for elevated costs if the amount in dispute in the action significantly exceeds the \$1.5 million threshold for Column 5 and/or if the conduct of one of the parties warrants a multiplier.

TAQA at para 25. **[TAB 13]**

82. The amount in dispute in this Action exceeds \$8 million dollars, empowering the Court to award elevated costs against the Ryan Defendants.

83. Further, the actions of the Ryan Defendants warrant the use of a multiplier. In particular:

- a. The Ryan Defendants delayed the Action through the Objections and supplanting of the Prestigious Objections Application;
- b. The actions of the Ryan Defendants caused Prestigious to incur unnecessary costs and caused delays in the Action as the Ryan Cross Examination was completed nearly eight months after it commenced as a result of delays caused solely by the Ryan Defendants;
- c. Further, the actions of the Ryan Defendants wasted the limited resources of the Court in addition to protracting the proceedings unnecessarily; and
- d. If not for the actions of the Ryan Defendants, this application would not have been necessary. As such, the costs of this application should be carried by the Ryan Defendants as the offending party and cause of both the long delay and the application.

84. The use of a multiplier is warranted given this Action meets the criteria outlined in the case law.

85. In the circumstances, a several-fold multiplier could be applied. Prestigious submits that a multiplier of double the column would be the minimum applicable level and has provided a proposed bill of costs showing that minimum amount.

VI. RELIEF SOUGHT

86. By reason of the foregoing, the Applicants respectfully seek an Order:

- a. Awarding thrown away costs arising from the Objections and Alleged Emergency Application to the Applicant in the amount of \$34,230.40, calculated using an appropriate multiplier of Column 5 of Schedule C to the *Rules*, being at minimum a multiplier of two as outlined in the draft Bill of Costs attached at **Tab E**;

- b. Awarding costs of this Application to the Applicant on an elevated basis or on such other scale as the Court deems just, payable forthwith and regardless of the cause; and
- c. Granting such further and other relief as this Court deems appropriate in the circumstances.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 2nd DAY OF JUNE, 2017

FIELD LLP

Per: _____
SANDEEP K. DHIR, Q.C.
LINDSEY E. MILLER
SHARON A. ROBERTS
Solicitors for the Applicant, Prestigious Properties Inc.

List of Appendices and Authorities

<u>Tab</u>	<u>Description</u>
A.	Cross Examination Objections from June 9, 2016 Cross Examination of Charles Ryan
B.	Cross Examination Refused Undertakings sought during June 9, 2016 Cross Examination of Charles Ryan
C.	Questioning Objections from July 11, 12 and 14, 2016 Questioning of Charles Ryan
D.	Questioning Refused Undertakings sought during July 11, 12 and 14, 2016 Questioning of Charles Ryan
E.	Bill of Costs – Double Column 5 - Schedule C Tariff
1.	Statement of Claim filed April 11, 2016
2.	Excerpts from Transcript of Pre-Judgment Attachment Order Application before Master Breitkreuz on April 18, 2016
3.	Order of Master Breitkreuz, filed on April 18, 2016
4.	October 17 Letter
5.	Excerpts from Transcript of Prestigious Objections Application held on October 20, 2016
6.	Ryan Undertaking 17 – Contract Amendment
7.	Excerpts from Transcript of Cross Examination on Undertakings of Charles Ryan held on May 15, 2017
8.	Ryan Undertaking 23 – Servus Account History
9.	Land Title Certificate for title number 162 340 044 with short legal of 4;4;63;28;NE
10.	<i>Alberta Rules of Court</i> , AR124/2010, Rules 10.29, 10.31 and 10.33
11.	<i>D’Amico v Wiekmen</i> , 2008 ABQB 129
12.	<i>Lyons v Baldwin</i> , 2012 ABQB 137
13.	<i>Stewart Estate v TAQA North Ltd</i> , 2016 ABCA 144
14.	<i>Suncor Energy Oil Sands Limited Partnership v Propak Systems Ltd</i> , 2012 ABQB 789
15.	<i>NAC Constructors Ltd v Alberta Capital Region Wastewater Commission</i> , 2006 ABCA 246
16.	<i>Hall v Youngson</i> (1999), 39 CPC 92d), [1999] OJ No 1599 (Ont Sup Ct J)

17. *Canalta Concrete Contractors v Camrose*, (1985) 38 Alta LR (2d) 153, 1985 CanLII 1169 (ABQB)