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J.C. v. A.A.G.

2020 BCSC 1577

COURT

Supreme Court of British Columbia

DECIDED

9 September 2020

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2020 BCSC 1577 J.C. v. A.A.G.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

J.C. v. A.A.G.,

2020 BCSC 1577

Date: 20200909

Docket: E184208

Registry: Victoria

Between:

J. C.

Claimant

And

A. A. G.

Respondent

Before: The Honourable Mr. Justice Punnett

Oral Reasons for Judgment

In Chambers

Counsel for the Claimant:

B.A. MacLeod

Appearing on her own behalf:

A.A.G.

Place and Date of Hearing:

Victoria, B.C.

September 9, 2020

Place and Date of Judgment:

Victoria, B.C.

September 9, 2020

- [1] The parties file cross applications for interim parenting orders and support issues. Due to insufficient time, the financial issues have not been completed, but since the child involved is starting kindergarten immediately these reasons address the parenting issue.
- [2] The claimant and the respondent resided together in a marriage-like relationship from December 1, 2014 to May 28, 2015. The parties have one child together, R.B.E.C., born March 14, 2015 ("the Child").
- [3] When the parties separated in May of 2015, the child resided primarily with the respondent due to his young age, with the claimant having the child in his care regularly throughout the week and for at least one overnight per week.
- [4] In December of 2015 the claimant and the respondent entered into a separation agreement outlining parenting time with the child residing primarily with the respondent. The claimant was to have reasonable and generous parenting time as well as a schedule of Tuesday evenings, Thursday evenings to Friday mornings, and Sunday mornings to Monday mornings.
- [5] In early October of 2016, the respondent suggested moving to a more equal parenting regime of a two-day/two-day/three-day rotating schedule, and the claimant agreed to this.
- [6] The parties had agreed that their son would attend pre-kindergarten at Christ Church Cathedral School beginning in September of 2018. The respondent had attended to his registration there.
- [7] The rotating parenting schedule was in place from October of 2016 to early February of 2018 when the respondent then insisted on going back to the parenting schedule outlined in the December 2015 agreement. At the time she was employed in Victoria. Her parents reside in the area as well. In January of 2018, the respondent informed the claimant she had purchased a home on Salt Spring Island but stated she would not be moving there. She intended to fix it up and rent it out, and it was in fact rented through Airbnb.

- [8] The claimant engaged the family justice mediation process regarding returning to the previous parenting schedule and I understand multiple sessions took place in the spring of 2018, unfortunately without success.
- [9] On July 27, 2018, the respondent advised the claimant she wished to move with the child to Salt Spring Island. She had filed an application in Provincial Court.
- [10] The claimant was not content with the respondent moving the child away from the Greater Victoria area and filed a reply to the respondent's application respecting existing orders or agreements in the Province Court of British Columbia, along with a counterclaim seeking an order preventing the respondent from moving the child to Salt Spring Island.
- [11] Although the respondent had started proceedings in Provincial Court and the claimant had filed a counterclaim, the respondent seemed insistent on moving the child, so the claimant immediately filed pleadings in the Supreme Court of British Columbia, including a notice of application seeking an order that the respondent be prevented from moving the child to Salt Spring Island.
- [12] On September 27, 2018, an order was made in this court preventing the claimant from moving the child. On October 1, 2018, the claimant moved to Salt Spring Island and took the child with her.
- [13] Upon moving the child to Salt Spring Island, the respondent immediately offered the claimant parenting time from Sunday to Wednesday each week. Rather than seek enforcement of the September 27, 2018 order preventing the move, the claimant agreed to the proposed parenting schedule and to attend a judicial case conference. On April 15, 2019 the parties entered into an interim order that placed the child with the claimant for three nights per week and with the respondent for four nights per week.
- [14] Prior to the respondent moving to Salt Spring Island the child had been enrolled in a full-time junior kindergarten program at Christ Church Cathedral School. Due to the respondent's move, the child only attended part time while in the care of the claimant from Monday to Wednesday.
- [15] In order for the child to attend kindergarten full time starting in September 2020, the claimant instructed counsel to begin discussions with the respondent's then counsel regarding where the child would primarily reside in order to attend kindergarten full time.
- [16] A notice to mediate was served on the respondent's counsel on December 10, 2019, with Mr. Eugene Raponi to be retained to act as mediator, subject to his availability.
- [17] On December 17, 2019, counsel for the claimant filed and served a notice of trial setting it for June 8, 2020 and served it on the respondent's counsel after she was advised the respondent intended to file a notice of intention to act in person. As a result of the COVID situation, the trial did not proceed.

- [18] On January 8, 2020 the respondent signed and filed a notice of intention to act in person, which was not delivered to the claimant's counsel until January 28, 2020. However, on January 14, 2020, the respondent e-mailed claimant's counsel directly advising that nothing would be resolved at mediation.
- [19] The respondent also sent text messages to the claimant around this time about moving the child to Duncan, stating that she did not like having to take the ferry back and forth from Salt Spring Island. On January 28, 2020 the respondent sent a text message communication to the claimant giving 60 days' notice of her intention to move with the child to Duncan, British Columbia.
- [20] The claimant filed an application to obtain an order on February 24, 2020 in this court seeking an order that the respondent be restrained from moving the child away from Salt Spring Island or from the Greater Victoria area.
- [21] The respondent retained counsel to act on her behalf and in fact consented to an order that she would not move the child away from Salt Spring Island or the Greater Victoria area. That order was dated March 12, 2020, with the balance of the claimant's notice of application being adjourned to April 21, 2020, the hearing of which also did not proceed primarily due to COVID but also other issues arising on the file.
- [22] On March 8, 15 and 22, 2020 the respondent arranged for the claimant to exchange the child in Mill Bay, British Columbia, not Salt Spring Island, leading the claimant to believe the respondent had already moved the child to Duncan in contravention of the order made March 12, 2020. There was discussion between counsel during the week of March 22, 2020 regarding the respondent possibly having moved to Duncan. This was also during the beginning stages of the COVID crisis when many things were uncertain and the court was limited in respect of what was being heard.
- [23] On March 24, 2020 the claimant received a text from the respondent about COVID-19, asking him to leave the child with her. The claimant did not agree.
- [24] On Friday, April 3, 2020, the claimant received a text from the respondent indicating the child had a red eye and was sneezing every few hours and that anyone with those symptoms should stay home. The claimant responded it sounded like allergies and that the respondent should advise the claimant if the child developed a fever or cough.
- [25] On Saturday, April 4, 2020, the respondent would not respond to the claimant's text messages asking how the child was doing, and then during the evening of that day the claimant received a telephone call from the Victoria City Police indicating the respondent had made a complaint to the Duncan RCMP that the claimant was sexually interfering with the child.
- [26] The claimant originally dealt with Constable Jan Malinosky, who advised him the respondent was residing in Duncan, British Columbia.

- [27] After receiving legal advice, the claimant cooperated with the police and provided a statement. The child was interviewed, the director of the child's school was interviewed, and the police concluded their investigation, indicating that they had no reason to believe that the claimant was sexually inappropriate with his son. The Ministry of Child and Family Development apparently also declined to intervene.
- [28] The claimant was advised by the primary investigator Constable Warren Sherman on Tuesday, April 7, 2020 that the police were no longer investigating the allegation, but asked the claimant to wait until the following day to ask for the child because Constable Sherman needed to speak with the respondent.
- [29] On Wednesday, April 8, 2020, Constable Sherman advised the claimant he had spoken with the respondent, and the respondent had advised him she would be refusing to return the child to the claimant.
- [30] There was communication between counsel and the claimant expected he would pick up the child on Salt Spring Island on April 12, 2020. The claimant attended. The respondent did not bring the child to the exchange location. There was further discussion between counsel and a proposal put forward that the claimant would pick up the child early on Thursday, April 16, 2020 at Mill Bay to make up for lost parenting time. The respondent did not attend with the child, advised the claimant via text message she was not giving the child back, and that she still believed the claimant is a pedophile.
- [31] Counsel for the claimant, along with the respondent, now self-represented, attended an urgent hearing on April 29, 2020. However, the court did not issue a police enforcement clause, as it did not have independent evidence before it that the police investigation was not ongoing. The hearing judge ordered a section 211 report, which was consented to by both parties. The matter was reset for May 14, 2020.
- [32] On May 14th counsel for the claimant and the respondent attended another hearing which was adjourned because the police report had still not been received through the freedom of information process. On May 21, 2020, counsel for the claimant and the respondent attended a further hearing where an order was made by Mr. Justice Steeves that changed the parenting schedule to a week-on/week-off interim arrangement, expiring in mid-September 2020.
- [33] Before attending this hearing, the respondent offered the claimant extra parenting time despite her ongoing allegation that the claimant is sexually inappropriate with the child. The claimant accepted the additional time with his son.

Claimant's position

- [34] The claimant seeks an order the child attend Christ Church Cathedral School in Victoria, and if a position is not available, St. Patrick's Elementary School or Willows Elementary School until such time as space is available at Christ Church Cathedral School, and that the claimant have interim primary parenting to facilitate the child's attendance at kindergarten in Victoria.

Respondent's position

- [35] The respondent seeks an order that the child reside primarily with her in Duncan so he can attend kindergarten at Sunrise Waldorf School in Duncan.

The law

- [36] In *Fitzgibbon v. Fitzgibbon*, 2014 B.C.J. 2605, the British Columbia Court of Appeal stated at paragraph 22:

Interim orders are primarily designed to maintain the status quo and to provide short term solutions until issues regarding the best interests of a child can be fully canvassed at trial. *Johnson v. Jessel*, 2012 BCCA 393 at para. 48; *Leung v. Leung* (1998), 44 R.F.L. (4th) 121 (B.C.C.A.) at para. 10; *Eaton v. Eaton* (1987), 11 R.F.L. (3d) 92 (B.C.C.A.); and *Prost v. Prost* (1990), 30 R.F.L. (3d) 80 (B.C.C.A.).

- [37] That said, there is no presumption that the status quo is to be preferred: see *Nunweiler v. Nunweiler*, 2000 BCCA 300. It is just a factor, as the best of interests of the child is determinative.

Discussion

- [38] The status quo of this child has been shared parenting, week-on/week-off. Before that it had been generally shared parenting, although not always 50/50. What is clear however is the claimant has been willing to be, and has been to the extent permitted by the respondent, an equal parent. I note the respondent is the party who has now disrupted the child's residence twice. In addition, in both circumstances she violated a court order. The latter an order she consented to.
- [39] The basis for the urgency today is the child's attendance at kindergarten. The alternatives proposed by each party will cause shared parenting potentially ending in order for the child to attend in either Duncan or Victoria. I am informed kindergarten is part of the provincial school curriculum, but the school plan does not necessarily unfold in the same sequence in every location. Hence, it is not feasible for the child to attend one week in each location aside from the concerns of how disruptive that might be to the child in any event. In fact, it is not in issue that each parent wants their son to attend kindergarten at one location only. That is their joint assessment of his best interest. Shared parenting with a child being driven each day to kindergarten, whether in Duncan or Victoria, would involve at least two hours a

day in transit, something neither parent proposes as reasonable for a five-year-old.

[40] Section 37 of the FLA addresses the best interests of a child. The relevant provisions that arise in this case follow.

(a) the child's health and emotional well-being;

[41] I accept that the child is bonded to both his parents and they to him. Despite the allegations of the claimant, given how and when they arose, the results of the investigation and the ongoing shared parenting since then, those allegations are not a factor against the claimant having parenting time with his son.

(c) the nature and strength of the relationships between the child and significant persons in the child's life;

[42] As I have indicated, both parents have strong relationships with the child and he with them. Those relationship are obviously to be fostered. There are also family connections in Victoria.

(d) the history of the child's care;

[43] The child has been cared for by both parties throughout his young life.

(e) the child's need for stability, given the child's age and stage of development;

[44] After the parties separated and until the respondent moved to Salt Spring Island the child had two stable homes. Both parents were in Victoria and they were employed here. Both have family members here. The child by agreement was enrolled in Christ Church Cathedral School pre-kindergarten. The respondent then unilaterally and contrary to the wishes of the claimant uprooted the child and moved to Salt Spring Island and then to Duncan where she and the child now reside with her new partner. There is little evidence before the court of what the child's life there is like and his relationship with the respondent's partner. What is clear is the stability of the child's residence has been interrupted by the actions of the respondent, not the claimant.

(f) the ability of each person who is a guardian or seeks guardianship of the child, or who has or seeks parental responsibilities, parenting time or contact with the child, to exercise his or her responsibilities;

[45] This factor raises concerns. While I have no doubt of the mother's absolute dedication to her son and her belief that she has always been acting in his best interest, her behaviour and indeed her submissions show that belief does not include recognition of the claimant's parental role as equivalent to hers. She has made a number of decisions either without his input or contrary to his wishes. Her disregard of court orders is of particular concern, as clearly her view of her son's best interests and her moves has been that she knows better than the court as well. Counsel also points out that despite the child's physician recommending the child needing a full-time preschool, that did not prevent the respondent

from making the move to Salt Spring Island.

- (i) the appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child, including whether requiring cooperation would increase any risks to the safety, security or well-being of the child or other family members;
- [46] This consideration overlaps my earlier observations. It is clear the respondent believes their child is ultimately her responsibility. Despite paying lip service to her willingness to cooperate with the claimant and facilitate his relationship with their son, she does so on her terms. As noted, this is illustrated both by her conduct over the past year and reinforced by her submissions on this application. I am satisfied that were she to have primary care there is a very real risk that pattern would continue. I note there is no evidence that the claimant acts in a similar fashion. Indeed, he could have sought enforcement of the two breached orders but chose to seek to accommodate the respondent and avoid conflict between them.
- [47] In this case a trial is yet to be held. While stability and preservation of the status quo are significant factors, as I mentioned the status quo here has already been disrupted.
- [48] In terms of the time between now and the eventual trial date the evidence raises concerns about the mother's past actions and her current submissions and what they may imply for the future. The claimant resides in a home he has owned for many years and it is the home his son is familiar with. The child knows it and the neighbourhood where he has in the past had friends to play with. The respondent is employed as a pharmacist. To the extent that past actions may provide insight into the future, there is no issue that his place of residence and employment will in all probability remain as they are in the interim and indeed in the long term.
- [49] As this is an interim application addressing the pending school year and the trial will be set down as soon as the availability of a section 211 report is confirmed, there is a need to vary the existing parenting arrangement as temporarily amended by Mr. Justice Steeves, particularly given his order terminates this month.
- [50] I understand it is hoped the section 211 report may be available by December of this year. In all likelihood the trial date will be set in the first half of the 2021.
- [51] I conclude that given the history of the respondent's conduct, the resulting moves and disruption of the child's life, the family support in Victoria from both her family and that of the claimant and the child's familiarity with his Victoria home, that the child's best interests require he should attend kindergarten in Victoria. I wish to make it clear that I think it is important that he be placed back in the Christ Church Cathedral School and that it is anticipated that will occur, but it may take time until a position opens up.
- [52] It is not disputed that if the claimant chooses to reside in Victoria, even part-time, parenting is to be shared equally on a week-on/week-off basis, continuing the order of Mr. Justice Steeves. For example, if the respondent moves back to Victoria, that will be the order, and if she chooses only to reside in Victoria every second week, then the 50/50 shared parenting

will also apply. I understand the latter may in fact occur, as her parents reside here and she could stay with them. Some concern was expressed by the claimant, and it was only a concern, regarding the parents living in a two-bedroom home. I wish to make it clear I do not regard that as an impediment in the short term. A child of five does not necessarily require their own room.

- [53] In the event the respondent does not reside in Victoria, either full time or part time, the claimant shall be the primary parent and the child shall reside with him. The claimant's application seeks an order that if that is the arrangement, which I have now ordered, that the respondent have reasonable and generous interim parenting time with the child on a schedule that does not interfere with the child's attendance at kindergarten. I put some questions to the respondent about that, but I do not think they were responded to in any detail by counsel for the claimant, so I will hear submissions now regarding whether a general order of such nature is sufficient or whether we should be particularizing parenting time by the respondent with the child.
- [54] [Discussion re parenting time]
- [55] THE COURT: All right. I will make these orders then. Mr. Clerk, if I go too fast, interrupt me.
- [56] THE CLERK: Yes, My Lord, thank you.
- [57] THE COURT: The child, R.B.E.C., born March 14, 2014, shall attend Christ Church Cathedral School for kindergarten or one of the two other schools that I have mentioned, commencing forthwith.
- [58] MS. G.: They haven't started yet.
- [59] MS. MACLEOD: St. Patrick's -- both Willows and St. Patrick's actually are starting tomorrow.
- [60] THE COURT: Tomorrow.
- [61] MS. MACLEOD: Yeah.
- [62] THE COURT: All right. Well, then it will start tomorrow.
- [63] I will also make it part of the order that if he is attending St. Patrick's Elementary School or Willows Elementary School, that is intended to be until a space is available for him at Christ Church Cathedral School, at which time he shall be registered there and shall attend accordingly.
- [64] I also order the parties share parenting as they currently have, and that shall continue unless the respondent chooses not to make herself available by residing at least part time in Victoria, in which case the claimant shall have interim primary care of the child pending trial or further court order or agreement of the parties.

- [65] The respondent shall have reasonable and generous interim parenting time with the child to include three weekends a month, including any long weekends that arise from either public holidays or school Pro-D days, as set out in more detail in the schedule provided for September through until January, and, counsel, you can word it appropriately in terms of how specific you want to be on the dates.
- [66] MS. MACLEOD: Thank you, My Lord.
- [67] THE COURT: Essentially every weekend except the third weekend of each month. Do we need to address Christmas or is that something the parties can agree on?
- [68] MS. MACLEOD: No. I was actually going to rise on that. I see it listed here as on a weekend, it happens to fall directly on a weekend, 24, 25, 26, Friday to Sunday. I see it listed here. At first I thought I saw it listed as one of the weekends that would be with the non-primary parent, but what I actually see is every weekend in December and likely because the children are on a couple of weeks' break, every weekend in December looks like it's listed with the non-primary parent, which isn't going to work. I would suggest that there be an order that -- I'm not really sure what happened with these parties last Christmas, but one of them should have the 24th and half the 25th, and the other one should have half of the 25th and the 26th for sure would be my suggestion.
- [69] THE COURT: But the school --
- [70] MS. MACLEOD: I'm just not sure --
- [71] THE COURT: -- the school break must be what, two weeks?
- [72] MS. MACLEOD: It is two weeks and absolutely on a school break my client is willing to split that full school break --
- [73] THE COURT: It should be, yes.
- [74] MS. MACLEOD: -- but also Christmas should be split equally as well.
- [75] THE COURT: What about Christmas?
- [76] MS. G.: What about Christmas?
- [77] THE COURT: Yes. What happened last year?
- [78] MS. G.: What happens is every Christmas is just a big bullying frenzy by this person over here, so --
- [79] THE COURT: We don't --
- [80] MS. G.: -- I don't know. I don't know what they're going to come up with, but I'm sure I'm going to get screwed over again as usual.
- [81] THE COURT: All I'm asking you is what happened last Christmas. Who had your son?

- [82] MS. G.: Well, he -- he kept him -- I don't know, we weren't allowed to see him until he -- I -- I -- what happened is I said, "Can I please see son," "Uh --" and he said, "No, you can see him --" he had him the whole time until he was finished with him, and I got him around 4 o'clock on December the 25th.
- [83] THE COURT: All right.
- [84] MS. G.: Okay? And --
- [85] THE COURT: That's what I was getting at. So, you didn't see him until late in the day.
- [86] MS. MACLEOD: I --
- [87] THE COURT: I think we better particularize Christmas.
- [88] MS. MACLEOD: I think we better, and my client advises that he had him on the 24th and the morning of the 25th, and then he went to mom, and he's more than prepared to do the opposite this year so that mom has Christmas Eve overnight and Christmas morning.
- [89] THE COURT: All right. That will be the order then.
- [90] MS. MACLEOD: As well as an order that the two-week break be shared with the interruption of splitting Christmas?
- [91] THE COURT: Yes.
- [92] MS. MACLEOD: Okay.
- [93] THE COURT: And as well the pattern should continue past what is shown. I think that schedule ends in January.
- [94] MS. MACLEOD: If by chance we're not into a trial by spring break, that should be shared equally, et cetera, is that what you mean.
- [95] THE COURT: I would think so --
- [96] MS. MACLEOD: Yes.
- [97] THE COURT: -- unless the parties feel that shouldn't be the case, but I am assuming that school shuts down for two weeks in the spring?
- [98] MS. MACLEOD: It does, yes.
- [99] THE COURT: And --
- [100] MS. MACLEOD: Sometimes in private schools it's three, depending on the school.
- [101] THE COURT: And it doesn't always fall, of course, on Easter weekend either, so ...
- [102] MS. MACLEOD: It often does not anymore actually.
- [103] THE COURT: I

[104] MS. MACLEOD: Yeah.

[105] THE COURT: -- suppose that would depend on where they are -- where it is in terms of the routine that's established by the three weekends every month.

[106] MS. MACLEOD: Yes.

[107] THE COURT: Now, just for the record, I am adjourning the claimant's application relating to his support, as well as the application of the respondent. I am not going to make -- and this really wasn't addressed in any detail by either party, I decline making an order for counselling for the child or the parent at the present time. Those applications will be adjourned until the 211 report is delivered.

[108] And as for costs, first of all, we're only partway through the applications. Sorry?

[109] MS. MACLEOD: Sorry to interrupt. Before you get to costs, can I just -- can you make an order on the exchange time on the 25th of December, please?

[110] THE COURT: Noon. Is that reasonable?

[111] MS. MACLEOD: Thank you.

[112] THE COURT: As for costs, we're partway through an application. I think I will just deal with that at the conclusion, and it is highly probable it will be costs in the cause given it is an ongoing trial matter.

[113] Now, the only other order I will make if you feel it's necessary, is approval of the order as to form being dispensed with, but given there's some detailed parenting time being listed in it what I'll do is once it's completed - Ms. G. as you're aware, orders have to be signed if the judge doesn't relieve a person from the need to sign it. And you're not agreeing to the order by signing, you're just saying that it accurately reflects what the court said. But because the order is going to have some detailed scheduling in it, and I am going to leave it to counsel to articulate that, I will order that counsel forward a draft of the order once it is completed to the respondent. You have ten days to reply if you disagree with any of the provisions in it. If the parties are not able to resolve specific details, then the draft order prepared should be provided to me with a one to two-page written submission from each party and I will settle the terms of the order.

[114] MS. MACLEOD: While I fully understand why you're doing that, I am concerned that Mr. C. may need an entered copy of that order sooner rather than later for registration.

[115] THE COURT: Yes. Well, although Justice Steeves' order technically doesn't expire until the 20th, but it also provides for joint parenting, I can -- all right.

[116] MS. MACLEOD: I'm in your hands with respect to that.

[117] THE COURT: All right. We'll deal with it this way, I'll dispense with your approval as to form, but the order is to be sent to my attention so that I can review it myself.

[118] MS. MACLEOD: Okay.

[119] THE COURT: And if you wish to speed it up, it can be filed electronically and I'll deal with through the electronic approval process.

[120] MS. MACLEOD: Will do.

[121] THE COURT: I believe that addresses the issues today and Ms. G. you understand that next week we're dealing with the finishing off of the applications relating to money. That's what we didn't finish earlier.

[122] MS. G.: Well, I don't understand because if he's going to be in his care from now on, then I am going to be paying him, right?

[123] THE COURT: Well, it depends on whether you decide to have your son half of the time. That will affect it. He's also asking for, as I recall, some arrears. Was that the case?

[124] MS. MACLEOD: Yeah, he's asking for a retroactive adjustment --

[125] THE COURT: Yes.

[126] MS. MACLEOD: -- to the support, yeah.

[127] MS. G.: Okay.

[128] THE COURT: That is still an issue. But that's what's coming up next week. Thank you. Just leave it on the table and Mr. Clerk can retrieve it at some point.

Anything else, counsel, that we have to address today?

[129] MS. MACLEOD: I -- I should note that my student, Ms. Murray, on our last break last week did look up the School Act and we neglected to get back to it --

[130] THE COURT: Yes.

[131] MS. MACLEOD: -- but there is a section in the School Act about the age of a child that needs to attend school, and also, as I indicated, a section that allows parents to hold their child back a year if they want to. So, it -- you were correct, it is found in the School Act.

[132] THE COURT: So, is it five that --

[133] MS. MACLEOD: It is. It's age five. It -- it basically says if they turn five within the calendar year of the year which -- in which the school year starts.

[134] THE COURT: Yes.

[135] MS. MACLEOD: Yes.

[136] THE COURT: And both parents in this case agree he should be in school in any event.

[137] MS. MACLEOD: Yes.

[138] THE COURT: That wasn't an issue.

[139] All right. I think that completes what we have to attend to today and I'll see you next week.

The Honourable Mr. Justice Punnett

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