
CANADA / JUDGMENT

Mayall v. Kebarle

2018 BCSC 170

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Supreme Court of British Columbia

DECIDED

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2018 BCSC 170 Mayall v. Kebarle

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Mayall v. Kebarle,

2018 BCSC 170

Date: 20180119

Docket: E112105

Registry: Vancouver

Between:

Brent Mayall

Claimant

And

Paula Kebarle

Respondent

Before: The Honourable Madam Justice MacNaughton

Oral Reasons for Judgment

In Chambers

Appearing on his own behalf:

B. Mayall

Counsel for the Respondent:

D. Garand

Place and Date of Trial/Hearing:

Vancouver, B.C.

January 18, 2018

Place and Date of Judgment:

Vancouver, B.C.

January 19, 2018

- [1] THE COURT: Brent Mayall seeks a variation of Justice Gropper's April 25, 2013 order that he pay child support to Paula Kebarle based on an imputed income of \$75,000. In addition, he seeks an adjustment to his proportionate share of s. 7 expenses.
- [2] The variation he seeks is both prospective and retroactive to August 1, 2014, and he seeks a refund of any overpayment of child support, s. 7 expenses, and interest and penalties retroactive to August 1, 2014.
- [3] Mr. Mayall also seeks to cancel the arrears of child support, in the approximate amount of \$2,800, which have accumulated since October 2017.
- [4] Finally, Mr. Mayall seeks an order setting aside the current parenting order and replacing it with an order that the parties' son spend each year's spring and/or Christmas break, and such other times as determined by the court, with him in Belize, with the cost of the return airfare being proportionally shared based on the parties' respective incomes.
- [5] Mr. Mayall's application is based on his position that he has never earned the \$75,000 income imputed to him by Justice Gropper.

The Relationship History

- [6] Starting in October 1996, the parties lived in a common law relationship. They separated on July 1, 2009. They are the parents of one son, Lucas, who will be 17 on his birthday on June 18, 2018.
- [7] After the parties separated, and until May 2011, the parties shared joint custody and parenting of Lucas. Since May 2011, Lucas has resided primarily with his mother. In January 2012, Dr. Rebecca England prepared a s. 15 report under the then-applicable Family Law Reform Act.
- [8] On April 17, 2012, the parties entered into a consent order providing that they were both joint custodians and guardians of Lucas based on the Master Joyce model, with Ms. Kebarle as the primary care parent. It included a parenting schedule to take the parties through until the end of June 2012. It provided that Mr. Mayall would parent Lucas on alternate weekends from Friday after school until Monday morning, and every Wednesday from after school

until Thursday morning. If Lucas responded well to that parenting arrangement, commencing in September 2012, Mr. Mayall was to have Lucas on alternate weeks from Thursday after school until Monday morning, and on the alternate week from Thursday after school until Friday morning. Parenting was to be reviewed when Lucas began Grade 8.

- [9] The parties never truly implemented the consent order. Instead, Mr. Mayall had parenting time with Lucas every Wednesday from after school until 8:00 p.m., and alternate weekends from Friday after school until Sunday at 8:00 p.m.
- [10] The evidence before Justice Gropper about Mr. Mayall's employment history was that for about 20 years and until 2001, he had been a financial planner/investment advisor. From 1999 to 2010, he owned a dive shop operation that failed. After that, as he reported to Dr. England and she set out in her report, he worked to the extent that he wished. He supplemented his limited employment earnings with investment income. He also pursued a real estate business from which he derived no income and a renovation business that had produced only minimal income.
- [11] In her oral reasons for judgment, after setting out the applicable analytical framework for imputing income, Justice Gropper found, in relevant part:
13. that Mr. Mayall has not actively sought employment he is healthy and he says that he could still work if he chose to; indeed, he has always been able to obtain work.
 14. he has broad skills from that of an investment advisor on through painter and renovator.
 16. In regard to whether there has been persistence in unremunerated employment, I find that is the case. Mr. Mayall has engaged in real estate and renovation, but so far these have been non-remunerative. Further, I find that he has a self-induced reduction of income as he has expressed to Dr. England.
- [12] Justice Gropper then annualized Mr. Mayall's known weekly employment earnings, and added his investment income, to arrive at an imputed income figure of \$75,000 a year.
- [13] Justice Gropper's order is in the materials before me. It provides that, based on Mr. Mayall's imputed Guideline income of 75,000, and Ms. Kebarle's consent Guideline income of \$176,311:
1. Mr. Mayall was to pay to Ms. Kebarle \$701 per month for Lucas's support, payable on the first of each month commencing May 1, 2013 and continuing for so long as Lucas was a child of the marriage.
 2. Mr. Mayall was to pay to Ms. Kebarle, forthwith, \$13,224 as the remaining portion of retroactive child support for Lucas calculated from May 1, 2011 to April 1, 2013 less child support already paid.

3. The parties were to share special or extraordinary expenses in proportion their Guideline Incomes such expenses to include: caregivers; medical and dental; counselling; education expense's, including specialized schooling; tutoring; extracurricular and sporting activities including snowboarding and mountain biking; and such other expenses agreed in writing in advance or determined by the court.
 4. Mr. Mayall was to pay Ms. Kebarle retroactive special and extraordinary expenses based on his 30% share in the amount of \$1,560.02 calculated from May 1, 2011 to April 1, 2013 less expenses already paid.
 5. Fixed costs in the amount of \$11,463.16 based on double costs and all applicable taxes and disbursements.
- [14] Ms. Kebarle is a medical doctor employed by a hospital in Kamloops, BC. She earns a service contract amount of \$220,000 a year and has no benefits. Her overhead expenses are her own. Ms. Kebarle has remarried and parents her partner's daughter from his previous relationship. Her partner does not work outside the home, but supports the family by taking responsibility for household duties, freeing up Ms. Kebarle to work longer hours. Ms. Kebarle's partner receives no child support from his daughter's mother.
- [15] Lucas resides primarily with his mother, her husband, and his stepsister in Kamloops. The family moved to Kamloops in December 2015, so that Ms. Kebarle could take up her current employment.
- [16] Although Mr. Mayall suggests in his application, and eighth affidavit, that he did not consent to Lucas moving to Kamloops, I accept, because it was not disputed, that he was provided with advance notice of Ms. Kebarle's intended move and did not object to it. Certainly, Mr. Mayall did not challenge the move by way of a court application.
- [17] After the move to Kamloops, visits between Lucas and Mr. Mayall were more ad hoc, but overall the parties appear to have been able to agree on a schedule. Ms. Kebarle and her husband travelled to Vancouver every couple of months to take their daughter to the orthodontist and brought Lucas with them to spend time with Mr. Mayall, either overnight or for the weekend. Lucas also took the bus to see his father for some weekends and on Christmas break in 2015, spring break and summer holidays in 2016, and, on two occasions, Mr. Mayall visited Lucas in Kamloops, but not overnight.
- [18] By an October 1, 2016, email, Mr. Mayall requested a more formal parenting schedule and the parties began an email discussion about Thanksgiving and Christmas that year. It appeared to be amicable. Lucas spent Thanksgiving with his father.

- [19] On November 11, 2016, by text, Mr. Mayall advised Ms. Kebarle that he would be moving at the end of the November and would be dropping off some of Lucas's belongings. He did not indicate that he intended to move to Belize. Ms. Kebarle learned of Mr. Mayall's move to Belize from Lucas. There was no discussion about Lucas visiting Mr. Mayall in Belize for Christmas or at any point prior to this application. There was also no discussion about how Mr. Mayall intended to maintain his relationship with Lucas from a Caribbean country.
- [20] Following Mr. Mayall's move to Belize, the first time he asked to see Lucas was for a visit of a few hours sometime in October 2017 when Mr. Mayall was in BC.

Child Support

- [21] Ms. Kebarle registered Justice Gropper's order with the FMEP program and, for a period of time, Mr. Mayall made regular monthly payments of \$701.
- [22] On his move to Belize, Mr. Mayall unilaterally reduced his payments to what Ms. Kebarle says is an average of \$307.26 a month. Between October 2016 and September 2017, as a result of Mr. Mayall's non-payment of the court-ordered amount, FMEP started a series of escalating enforcement actions which eventually led to the cancellation of Mr. Mayall's passport.
- [23] On September 13, 2017, Mr. Mayall paid more than \$5,500 in arrears of child support and penalties, thereby bringing his payments up to date. FMEP stopped its enforcement activities and reinstated his passport. Mr. Mayall's affidavit does not explain where he got the funds to bring his child support into good standing, nor does he explain how he was financially able to travel between Belize and BC. Since September 2017, Mr. Mayall is in arrears again, and as at January 2018, the arrears total just over \$2,800.
- [24] In about April and September 2017, Mr. Mayall raised an issue about his ability to continue to pay child support at \$701 a month. On September 13, 2017, he forwarded his 2012 to 2016 income tax returns to Ms. Kebarle. The parties had not annually exchanged their income tax information, as Mr. Mayall was the payor and Ms. Kebarle's income was not relevant to his child support obligation. It was relevant to his proportionate share of s. 7 expenses but, as the record reveals, in the combined years of 2015 and 2016, Mr. Mayall's share amounted to just over \$200 for s. 7 expenses, as Ms. Kebarle had few extraordinary expenses for Lucas in those years.

The Applicable Law With Respect to Variation of a Child Support Order

- [25] The application is governed by s. 152 of the Family Law Act, which provides:

152 (1) On application, a court may change, suspend or terminate an order respecting child support, and may do so prospectively or retroactively.

- (2) Before making an order under subsection (1), the court must be satisfied that at least one of the following exists, and take it into consideration:

- (a) a change in circumstances, as provided for in the child support guidelines, has occurred since the order respecting child support was made;
- (b) evidence of a substantial nature that was not available during the previous hearing has become available;
- (c) evidence of a lack of financial disclosure by a party was discovered after the last order was made.

[26] Thus, the starting point on an application to vary child support is a determination of whether there has been a change in Mr. Mayall's circumstances since Justice Gropper's order.

[27] As explained in *Willick v. Willick*, [1994] 3 S.C.R. 670 at p. 688, the change must be material. A material change is one that, if known at the time, would likely have resulted in different terms. *Willick* was recently cited by the B.C. Court of Appeal with approval in *G.M.W. v. D.P.W.*, 2014 BCCA 282 at paras. 32 and 33.

In this case, Mr. Mayall was 59 years old when he appeared before Justice Gropper. As set out above, he had a varied career and diverse skills on which he could rely to earn an income. At paragraphs 54 through 58 of his eighth affidavit, the claimant deposes that since the April 2013 order:

- (a) in the fall of 2013, he started exploring e-commerce opportunities and he created his first website in December 2013;
- (b) in June 2014, he was the successful bidder for a website in an online auction. The website eventually failed;
- (c) in mid-2015, he created another e-commerce website selling natural and organic products and had received \$449.94 in commissions to date; and
- (d) in 2016, he worked in construction for eight weeks and earned \$5,000 plus \$1,135.79 in commission income.

[28] With respect to his 2017 income earned in Belize, in para. 7 of his eighth affidavit, Mr. Mayall deposes that he was employed up until the end of July 2017 as a project manager overseeing construction of septic systems and wells on nine privately-owned lots in what is known as the Mayacan property. That work is now complete. In addition, he oversaw road improvements and maintenance on the Mayacan property. He was also representing a company, presumably the one developing the Mayacan property, in dealings with the Belize government in regards to obtaining a logging permit. He was also responsible for selling the company-owned building lots on a commission basis. For three months over the summer of 2017, while the owners of a resort were on a vacation, Mr. Mayall did the books, the payroll, and shopped for supplies for the resort.

- [29] What this pattern of employment shows is that Mr. Mayall continues to work at less than his full capacity and on an intermittent basis. He still does not seem to have trouble finding work when it suits him.
- [30] Mr. Mayall's circumstances are no different now than they were at the time of Justice Gropper's order. He continues to engage in apparently non-remunerative employment, although he now does so in Belize which, arguably, is a cheaper place to live than his previous residence in North Vancouver. His financial statement puts his monthly housing and utility expenses at a total of \$550 and he claims no healthcare costs. His largest expense is a monthly amount of \$890.10 for life insurance.
- [31] Although he is now 64 years old, he continues to have a varied career and, in fact, has increased the diversity of his skills to include: construction project management, including road maintenance and improvement; negotiating skills with the Belizean government with respect to logging rights; applying for permits; and managing a resort operation, including bookkeeping, payroll, and ordering supplies.
- [32] With respect to Mr. Mayall's evidence about the mental health issues he refers to in paras. 66 to 82 of his eighth affidavit, that evidence was available to him to lead before Justice Gropper. He deposes in his eighth affidavit that he has struggled with depression since 2006, which he says carried on and increased dramatically in 2009 and 2010, surrounding the breakdown of his relationship and his difficulties in his relationship with Lucas. All of that clearly predated Justice Gropper's order.
- [33] The evidence set out in paras. 83-94 of his affidavit, about his most recent struggles with depression and stress, is not supported by any expert evidence, nor does he explain how it has prevented him from taking steps to find remunerative work. He does budget for the cost of any medication in his financial statement. Presumably, if he were being treated for depression, so severe that it prevents him from working, he would be taking some medication.
- [34] Mr. Mayall attaches a letter from Dr. Isabelle Hughan, whose practice is in North Vancouver, and which purports to give evidence about Mr. Mayall's depression and its impact on his ability to work. It is not clear from the letter how often Dr. Hughan has seen Mr. Mayall since he moved to Belize. Her letter is hearsay and presumptively inadmissible because Dr. Hughan is not available to be cross-examined on its contents.
- [35] Further, Dr. Hughan relies on notes made by two of her predecessors, and in that respect her letter contains double hearsay. Even if I were to consider it, Dr. Hughan's letter is based on Mr. Mayall's self-reporting and can be given very little weight. Dr. Hughan does not appear to have administered any tests for depression. Dr. Hughan also does not say that she has referred him to a psychologist or psychiatrist or prescribed him any medication. There is no evidence that Mr. Mayall is being treated for depression in Belize.

- [36] As a result, I conclude that Mr. Mayall has not presented the type of cogent evidence on which I could conclude that he is medically incapable of pursuing full-time remunerative employment to meet his legal obligation to support Lucas.
- [37] In any event, despite the events that Mr. Mayall deposes have affected his mental health order since Justice Gropper's order, they did not prevent Mr. Mayall from pursuing various entrepreneurial activities, including e-commerce opportunities, albeit very intermittently, or in deciding to move to Belize and pursue a life and work there.

Retroactive Variation

- [38] With respect to Mr. Mayall's claim for retroactive variation, in *G.M.W. v. D.P.W.*, the Court of Appeal overturned a decision granting a father retroactive variation of a child support order and a resulting order for reimbursement of an overpayment. In so doing, the Court said that the retroactive aspect of the order required a consideration of the factors in *D.B.S. v. S.R.G.*, 2006 SCC 37, before the making of an appropriate order.
- [39] At paragraphs 42 and 43, the Court summarized the four D.B.S. factors which must be considered in determining the appropriateness of a retroactive support order: the circumstances surrounding the delay in bringing the application; the payor parent's conduct; the child's circumstances; and any hardship caused by a retroactive child support order.
- [40] A finding of reasonable delay militates against a retroactive child support award. Similarly, a payor parent's blameworthy conduct, defined as anything that privileges the payor parent's own interests over his or her children's right to an appropriate amount of support, also militates against a retroactive order. The circumstances of the children are also relevant in order to ensure that they receive the benefit of a support order to which they are entitled in a timely manner.
- [41] Lastly, consideration of the hardship that may be occasioned by a retroactive order is not limited to the payor parent.
- [42] At para. 45 of *G.M.W.*, the Court concluded that the father's four-year delay in making his application was unreasonable as the mother had clearly relied on the child support she received during the retroactive period and she had not received timely notice of the father's change in financial circumstances.
- [43] At paragraph 46, the Court also found that the father's unreasonable delay amounted to blameworthy conduct, as he chose to sit in the weeds until it was convenient for him to bring the retroactive variation application after he filed his tax returns, and knowing that the only way the mother could reimburse him was from her property compensation order.

- [44] Although the circumstances in this case are somewhat different, I find that Mr. Mayall's delay in bringing this application is unreasonable. Justice Gropper's order has been in place for nearly five years. It was not appealed.
- [45] It is true that Ms. Kebarle has greater means available to her than did the mother in G.M.W. but, I accept her counsel's submission that she has relied on Mr. Mayall's child support in planning her life and expenditures and would suffer hardship if she was required to repay what amounts to almost all of the support required under Justice Gropper's order.
- [46] Mr. Mayall did not provide his income tax returns for the years 2012 to 2016 until September 2017. While he was critical of the respondent for "breaching" what he said was the term of Justice Gropper's order requiring the parties to annually exchange their income tax information, if such a term existed, Mr. Mayall was also in breach of it.
- [47] In any event, I cannot conclude that Justice Gropper ordered an annual exchange. Justice Gropper's order and her oral reasons for judgment do not include that term. The order was prepared by counsel for Ms. Kebarle and signed by then counsel for Mr. Mayall. Although the clerk's notes refer to such a term, the transcript of the proceeding was not ordered and it may well be that the clerk's notes are incorrect. Clerk's notes are not the court's order.
- [48] Third, as Mr. Mayall was the payor of child support, Ms. Kebarle's income tax returns would only be relevant to adjusting the proportionate share of special and extraordinary expenses and it does not appear that those were a significant issue following Justice Gropper's order.
- [49] I conclude that Mr. Mayall has chosen to sit in the weeds.
- [50] Following Justice Gropper's order, he was clearly made aware of his obligation to support Lucas. Rather than trying to secure the remunerative employment that Justice Gropper concluded he was capable of, the first step he made towards earning an income does not appear to have been until the fall of 2013 when, according to para. 54 of his eighth affidavit, he began exploring e-commerce opportunities and then in December 2013 when he created his first website. These efforts cannot have engaged him full-time and there is no explanation for the gap in his employment between the date of Justice Gropper's order and the fall of 2013.
- [51] According to paragraph 55 of his affidavit, he continued building his website and researched existing income-generating websites that were for sale, successfully buying one in the summer of the following year. It did not prove to be lucrative. He says at paragraph 56 that he started advertising with Google AdWords in late 2015 and was, in February 2016, threatened with trademark violations. His only evidence about employment in 2016 was that he worked in construction for eight weeks earning a salary and commission totalling just over \$6,000.

- [52] Mr. Mayall does not explain how he has been able to support himself on his income or how he is able to travel to and from Belize. I note that he was in BC in September and October last year and is here for this hearing. He provides no current evidence with respect to his investments. His affidavit does not explain why he chose to move to Belize in November 2016.
- [53] In his financial statement, he claims annual expenses of over \$40,000 on an income of under \$21,000, yet has less than \$7,000 in total debt and that debt is in respect of a TD Margin account, which he values at \$24,197.85. If his expenses are as he claims, I would have expected to see more debt reflected on his Form 8 financial statement.
- [54] Mr. Mayall elected to move to Belize and has not worked there in a full-time capacity. He acknowledged during his submissions that he continues to own a beachfront lot, which he valued at \$75,000 in his financial statement, in a development called Mayacan. The overall development consists of almost 1,850 acres. He acknowledged in his submissions that he has an interest in the other lots, in the development but that interest is not reflected anywhere in his financial statement.
- [55] His evidence about his work in Belize in 2017 explains his activities only until about July. There is no evidence about what he did for work for the balance of the year.
- [56] Overall, the evidence as to Mr. Mayall's income is unsatisfactory.
- [57] In all the circumstances, I conclude that Mr. Mayall has engaged in blameworthy conduct and has not made reasonable efforts to find remunerative employment to meet his child support obligations. Mr. Mayall has not met the test for varying Justice Gropper's child support order either retroactively or prospectively.
- [58] I agree with Mr. Mayall that his proportionate share of s. 7 expenses, as defined in the Guidelines, should be reduced to 25 percent based on his imputed income of \$75,000 and Ms. Kebarle's current income of \$220,000. His share of s. 7 expenses incurred in 2017 and 2015 should have been reduced at that time.
- [59] The reduction in arrears is likely to amount to less than it would cost to calculate it, but if Mr. Mayall wishes to pursue it, I leave it to the parties to reach agreement on the amount of an appropriate reduction in the \$200 for 2014 and 2015, and to adjust a future child support payment to take it into account.

Cancelling Arrears

- [60] Pursuant to s. 174 of the Family Law Act, the court has the power to cancel arrears. It provides that on an application, a court may reduce or cancel arrears owing under an agreement or an order respecting child support if satisfied that it would be grossly unfair not to do so. For the purposes of the section, the court may consider the efforts of the person responsible for paying child support to comply with the agreement or order respecting support, the reasons why the person responsible for paying support cannot pay

the arrears, and any circumstances that the court considers relevant.

- [61] The leading decision with respect to cancellation of arrears of child support continues to be *Earle v. Earle*, a decision in 1999 of Madam Justice Martinson. Madam Justice Martinson's summary of the principles which apply in determining whether arrears of child support should be reduced or cancelled has been recently confirmed by the B.C. Court of Appeal in *Semancik v. Saunders*, 2011 BCCA 264, and *MacCarthy v. MacCarthy*, 2015 BCCA 496.
- [62] In *Earle*, Justice Martinson concluded that there were two requirements for a successful application to reduce or cancel arrears. The applicant must prove a material change in circumstances which Justice Martinson defined as "significant and long lasting", and that it would be "grossly unfair" not to cancel the arrears.
- [63] Generally, arrears will only be cancelled if the applicant shows that s/he is unable to pay the arrears now and in the future.
- [64] For the reasons I have set out, Mr. Mayall has not established a material change in his circumstances that is significant and long lasting. He has made and continues to make choices in terms of his decisions to engage in little paid work over the years, to draw on his investments to subsidize his income, and to make the move to Belize.
- [65] Further, based on his financial statement, Mr. Mayall has funds available to currently pay the arrears.
- [66] As a result, Mr. Mayall has not established either of the two requirements for cancellation of his child support arrears.

Variation of the Parenting Arrangements

- [67] Finally, I turn to Mr. Mayall's application to vary the parenting arrangements. Section 47 of the Family Law Act provides:

On application, a court may change, suspend or terminate an order respecting parenting arrangements if satisfied that, since the making of the order, there has been a change in the needs or circumstances of the child, including because of a change in the circumstances of another person.

- [68] In this case, the first indication that Mr. Mayall wished to change the parenting arrangements with respect to Lucas, to have Lucas visit him in Belize, was the service of this notice of application. It does not appear that Mr. Mayall considered the impact of his move to Belize and what impact that would have on his relationship with Lucas at the time he decided to move there. It is also not clear why it has taken him over a year to raise the possibility of Lucas visiting him.
- [69] It is apparent from the record that Mr. Mayall was in BC in both September and October 2017, but only arranged to see Lucas on one occasion and then only for a few hours.

- [70] Although Mr. Mayall accuses Ms. Kebarle of failing to comply with a consent order regarding parenting time, in fact, both parties did not follow the parenting order. Mr. Mayall conceded during his submissions that although he was spending less time with Lucas than the order allowed for, he agreed to let it lie, as the parenting arrangements appeared to be working.
- [71] Ms. Kebarle agrees that in August 2016, she temporarily cancelled one of Lucas's visits with Mr. Mayall due to concerns about Lucas's activities and Mr. Mayall's lack of appropriate supervision. Lucas had been attending bush parties where he was drinking and smoking marihuana on two occasions while he was in Mr. Mayall's care. Ms. Kebarle raised her concerns in an email to Mr. Mayall on August 22, 2016, and, after discussions with him during which she felt he understood her concerns, she proposed alternate parenting time.
- [72] In his submissions, Mr. Mayall acknowledged that Lucas had acted inappropriately while in his care and had lied to him about it.
- [73] There is no reason to conclude that Ms. Kebarle would not agree to Lucas visiting Mr. Mayall in Belize if a reasonable proposal was made to her. Such a proposal should include information about Mr. Mayall's living arrangements in Belize, an itinerary for Lucas's proposed visit, contact information during it, and the provision of out-of-country healthcare coverage for Lucas if it is not otherwise available. Of course, Lucas is 16, almost 17, and he must wish to visit his father in Belize. I have no evidence with respect to his wishes.
- [74] The cost of Lucas's travel is not a special or extraordinary expense as defined in s. 7(1) of the Guidelines. Thus, unless the parties agree to share the cost on some basis, I cannot make the order for proportionate sharing based on income as sought by Mr. Mayall.

Conclusion

- [75] For all of these reasons, Mr. Mayall's application is dismissed in its entirety.

[SUBMISSIONS ON COSTS]

- [76] THE COURT: The general rule is that the successful party is entitled to their costs and Ms. Kebarle has been entirely successful. Ms. Kebarle proposes that I fix those costs at \$2,000 and \$300 for disbursements. I do not have evidence of the disbursements, but they would include photocopying charges, the filing fees with respect to this application, and the cost of delivering materials by fax and other means. I am satisfied that those costs would exceed \$300, so I award fixed costs in the amount of \$2,300 payable by Mr. Mayall forthwith.

"MacNaughton J."

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