

CITATION: IRPS-BLEEKER v. GROENBERG FARMS INC.
2026 ONSC 3425
COURT FILE NO.: CV-21-00000159-0000
DATE: June 10, 2026

**ONTARIO
SUPERIOR COURT OF JUSTICE**

MONIKA IRPS-BLEEKER

Self-represented plaintiff

GROENBERG FARMS INC.

David Reid, counsel for the defendant, and T. Parsons, student-at-law

REASONS FOR JUDGMENT

OVERVIEW

the property from Ms. Irps-Bleeker and her ex-husband, Simon Bleeker, in January 2009.

[2] In this action, Ms. Irps-Bleeker seeks to set aside the parties' Agreement of Purchase and Sale ("APS") with respect to the farm. She maintains that the APS is void and unenforceable because it was executed after the offer's irrevocable date and time had expired. In the alternative, she argues that the APS is invalid because she signed it under duress. Initially, she also pleaded that the APS was invalid because the defendant engaged in fraud and misrepresentation, but she withdrew that claim at the trial.

[3] Groenberg Farms takes the position that the APS is valid. In the alternative, Groenberg Farms relies on the equitable defences of acquiescence and *laches* (i.e., unreasonable delay in pursuing a claim causing prejudice to the defendant). Those defences are preserved by s. 2 of the *Real Property Limitations Act*, R.S.O. 1990, c. L.15 ("*RPLA*").

[4] The parties disagree about many issues relating to the remedies claimed by Ms. Irps-Bleeker. It is unnecessary for me to outline their positions on the remedial disputes because I have concluded, for the reasons set out below, that the action should be dismissed.

THE TRIAL RECORD

[5] This action was commenced just prior to the expiry of the ten-year limitation period established by s. 4 of the *RPLA*. The events giving rise to Ms. Irps-Bleeker's claims occurred on May 30 and 31, 2008, and the Statement of Claim was issued on May 29, 2018. The trial was conducted almost 8 years later, in February 2026.

[6] In the intervening time, two key witnesses died -- the only two people who were present when Groenberg Farms executed the APS on May 31, 2008. The memories of many other witnesses have faded over time. In the interest of trying to preserve relevant evidence, the parties consented to admitting into evidence in this trial the transcripts of examinations for discovery of several witnesses in related proceedings.

[7] This action is one of five lawsuits commenced by Ms. Irps-Bleeker in connection with the sale of the farm. In March 2012, she sued her former family law lawyer, Mary Cull. In July 2015, she sued several realtors and real estate brokerages, including Werner Ritgen and Cor Van Gaalen, who were the co-listing agents for her and her ex-husband respectively when the property was sold to Groenberg Farms. In November 2019, she sued Quinn Ross, a lawyer who she retained in June 2008 to provide her with an opinion on the validity of the APS.

Finally, in December 2019, she started a second action against the realtors. By that time, Mr. Van Gaalen was deceased, so his estate was named as a defendant.

[8] Ms. Cull was examined for discovery on March 18, 2015, in the context of the action against her. Ms. Irps-Bleeker was examined for discovery in that action on March 19, 2015. Ms. Irps-Bleeker was then examined for discovery in her first action against the realtors on March 8, 2016. Mr. Van Gaalen and Mr. Ritgen were each examined for discovery in the context of that action on March 9, 2016. Ms. Irps-Bleeker was once again examined for discovery in the second action against the realtors on January 13, 2020. Mr. Ritgen was examined for discovery in that action on February 22, 2021. Mr. Ross was examined for discovery in the context of the action against him on February 23, 2021, and Ms. Irps-Bleeker was examined for discovery in that action on February 24, 2021.

[9] The parties consented to the transcripts of all the above examinations being adduced as evidence in this trial for the truth of their content. This does not mean I am required to accept the statements made by witnesses during their examinations as accurate and true. Rather, it means that the transcripts are being adduced to prove that the information contained in them is factually correct, not just to prove that certain statements were made. It remains within my discretion to

decide whether I find the statements recorded in the transcripts to be credible and reliable.

[10] In this action, Nicholas Beyersbergen was examined for discovery on January 13, 2020 and January 30, 2023. He was a shareholder, Director and Officer of Groenberg Farms, one of three brothers who owned the company in 2008. He died before the trial. The parties consented to adducing the transcripts of his examinations as evidence for the truth of their content. The parties also consented to the admission of an affidavit sworn by Nick Beyersbergen on March 11, 2022 in support of a motion by Groenberg Farms to withdraw certain admissions and to amend its Statement of Defence.

[11] Ms. Irps-Bleeker testified at trial, and she also called three witnesses: Mr. Ritgen (her former real estate agent), Katherine Dawson (another broker from the same agency as Mr. Ritgen), and Eric Fincher (the lawyer who acted for her on the disputed real estate transaction). Groenberg Farms called four witnesses: Marius Beyersbergen (a shareholder of Groenberg Farms), Lynn Johnston (the lawyer who acted for Groenberg Farms on the transaction), and Ms. Cull and Mr. Ross (Ms. Irps-Bleeker's former lawyers). Solicitor-client privilege was waived by Ms. Irps-Bleeker with respect to her communications with the two lawyers when she sued them in connection with the events in question.

[12] As one might expect, given the passage of time, many of the witnesses had gaps in their memory pertaining to the relevant facts. Fortunately, a robust documentary record was adduced by the parties to assist the court in making findings of fact.

UNCONTESTED BACKGROUND FACTS

[13] Prior to the disputed sale of the farm in January 2009, Ms. Irps-Bleeker and her husband were equal joint owners of the property. They occupied the house on the property with their children during their marriage.

[14] After they separated in November 1996, Ms. Irps-Bleeker commenced a family law proceeding. On March 27, 1997, she obtained an interim court order for exclusive possession of the matrimonial home.

[15] The family law litigation was dormant for almost a decade. During that time, Ms. Irps-Bleeker lived in the matrimonial home with the children. She leased the farmland to a third party and used the rental income to pay the carrying costs of the property, including a mortgage.

[16] By June 2006, most of the children had grown to adults. Mr. Bleeker initiated negotiations with Ms. Irps-Bleeker, through counsel, to try to resolve the outstanding issues between them and finalize their divorce. Mr. Bleeker was

represented by Sheryl Feagan as his family law lawyer. As noted earlier in this judgment, Ms. Irps-Bleeker was represented by Mary Cull.

[17] Mr. Bleeker wanted to sell the farm and split the net proceeds of sale. Ms. Irps-Bleeker was claiming retroactive child support and compensation for post-separation adjustments, including reimbursement of expenses she incurred in connection with the farm. She also wanted to keep the farm. She therefore proposed purchasing Mr. Bleeker's half interest in the property.

[18] They each obtained appraisals of the property's value from their respective real estate agents. In February 2008, Mr. Van Gaalen conducted an "off road inspection" of the farm and provided an opinion on its value to Mr. Bleeker. He estimated the value to be between \$750,000 and \$825,000, but he qualified his opinion by stating that he did not examine the buildings on the property and the land was covered in snow when he saw it. He based his estimate on comparable sales in the area.

[19] Mr. Ritgen provided two appraisals of the property to Ms. Irps-Bleeker around the same time. Those appraisals are not in the trial record. However, when Mr. Ritgen was examined for discovery in related litigation, he stated that the first appraisal he provided to her was for "635", which I understand to mean \$635,000. Mr. Ritgen recalled that Ms. Irps-Bleeker thought that appraisal was too high. He

stated that she wanted it to be lower because she was hoping to purchase Mr. Bleeker's half of the property. Ms. Irps-Bleeker did not challenge this evidence at trial.

[20] By late March 2008, Mr. Bleeker suspected that Ms. Irps-Bleeker was stalling. Ms. Feagan had asked for proof that she had the requisite financing to purchase his interest in the property (at least at the lower price that she was suggesting). Ms. Irps-Bleeker failed to produce this information despite multiple requests, so Mr. Bleeker brought a motion in court for an order of sale pursuant to the *Partition Act*, R.S.O. 1990, c. P.4.

[21] Ms. Irps-Bleeker opposed the motion. Her lawyer, Ms. Cull, wrote to her on April 28, 2008, urging her to obtain mortgage financing to prove that she had the means to purchase Mr. Bleeker's interest in the property. Ms. Cull appeared in court for the motion hearing and argued that the farm should not be sold until Ms. Irps-Bleeker's claims for retroactive child support and post-separation adjustments were resolved. However, without proof that Ms. Irps-Bleeker had financing to buy out Mr. Bleeker's interest, her efforts were unsuccessful.

[22] On April 30, 2008, Justice Hockin ordered that the farm be listed for sale through a joint listing with two real estate agents, namely Mr. Ritgen and Mr. Van Gaalen. He ordered Ms. Irps-Bleeker to cooperate in the preparation of all relevant

documentation with respect to the sale, the showing of the property to prospective buyers, and the subsequent transfer of ownership. The court order stipulated that if the parties did not agree on the listing price by week's end, Justice Hockin would set the price. It also stipulated that "the parties shall each have the right of first refusal to purchase the property."

[23] The farm was subsequently listed for sale jointly by the two court-appointed agents. The listing agreement shows a price of \$849,000.

[24] On May 8, 2008, Groenberg Farms made an offer to purchase the property for \$750,000. The offer was conveyed using a standard APS form, signed by Nick Beyersbergen on behalf of Groenberg Farms. The blank fields in the form were filled in and initialled by Nick Beyersbergen. The proposed closing date was January 9, 2009. The offer was irrevocable until May 21, 2008 at 8:00 p.m.

[25] This \$750,000 offer was quickly rejected by Mr. Bleeker. The family law litigation was ongoing. A Settlement Conference was scheduled for June 11, 2008. Ms. Irps-Bleeker told Ms. Cull she did not want to consider any more offers until after the Settlement Conference. However, the property remained listed, per Justice Hockin's order.

[26] On May 27, 2008, Groenberg Farms made a second offer to purchase the property at an increased price of \$811,000. The offer was conveyed using the previous APS form, with handwritten amendments to the purchase price and the irrevocability date initialled by Nick Beyersbergen. The new irrevocable date was May 30, 2008 at 8:00 p.m. The proposed closing date was still January 9, 2009.

[27] Ms. Irps-Bleeker testified at trial that this “re-used” offer was “unsigned” because Mr. Beyersbergen did not amend the signature date and re-sign the bottom of the form. Instead, he left his original signature on the form (from the previous offer), with the original signature date (May 8, 2008) and simply initialled the changes (to the price and irrevocability date) that were made on May 27, 2008. Ms. Irps-Bleeker argues that there was therefore “no valid buyer offer capable of acceptance.”

[28] This argument is a distraction. The validity of the \$811,000 offer is irrelevant to the issue that I must decide, namely whether the terms of the APS that was ultimately executed by all parties on May 30 and 31, 2008 are valid. That APS was not based on the \$811,000 offer, but rather on a subsequent \$830,000 counteroffer made by Ms. Irps-Bleeker and Mr. Bleeker. However, it is notable that all parties (including Ms. Irps-Bleeker) treated the \$811,000 offer as a valid offer when it was delivered.

[29] Mr. Van Gaalen provided a copy of the \$811,000 offer to Ms. Feagan, who forwarded it by fax to Ms. Cull around 11:00 a.m. on May 28, 2008. Ms. Cull then emailed it to Ms. Irps-Bleeker.

[30] Ms. Feagan wrote to Ms. Cull by fax at 4:06 p.m. on May 28, 2008. She noted that the \$811,000 offer “remains open until May 30, 2008.” She conveyed that Mr. Van Gaalen said it was an excellent offer and recommended making a counteroffer at \$820,000. Ms. Feagan wrote, “I suggest that we do that immediately. Please advise by the end of the day tomorrow, if possible, as to your client’s position. If your client is not prepared to move on this, I intend to bring a motion in Court immediately.”

ANALYSIS OF EVIDENCE

[31] It is after this point in the chronology that facts become disputed and significant credibility issues arise with respect to Ms. Irps-Bleeker’s testimony.

[32] It is not disputed that Mr. Ritgen left for a trip to Germany around the time that the second Groenberg Farms offer was delivered. He testified that, before leaving, he suggested to Ms. Irps-Bleeker that the co-listing agent, Mr. Van Gaalen, “handle the procedure of the offer.” He arranged, with her consent, for Mr. Van Gaalen to present the offer to her. However, the presentation of the offer was cancelled because Ms. Irps-Bleeker advised Mr. Ritgen’s colleague, Kathy

Dawson, that she had already reviewed the offer with her lawyer and that she would not respond to any offers until after June 11, 2008.

[33] Ms. Dawson testified that Ms. Irps-Bleeker told her that “her lawyer has advised that she sit tight until after that date.” Ms. Dawson’s recollection is corroborated by the content of her contemporaneous email to Mr. Ritgen dated May 28, 2008. Ms. Irps-Bleeker admits that she made that statement to Ms. Dawson.

[34] The statement was false, or at least inaccurate. Although she had expressed her desire not to respond to any offers until after the June 11, 2008 Settlement Conference, Ms. Cull had not recommended that course of action. On the contrary, Ms. Cull reminded her of her obligation to cooperate with the sale of the property, per Justice Hockin’s order, and warned her of the risk of adverse consequences if she failed to engage with the \$811,000 offer. This advice is documented in their email correspondence. During her cross-examination, Ms. Irps-Bleeker stated that she could not recall why she made an inaccurate statement about her lawyer’s advice to Ms. Dawson.

[35] Ms. Irps-Bleeker emailed Ms. Cull at 5:35 a.m. on May 29, 2008. She queried whether, under the *Partition Act*, she could still offer to purchase Mr. Bleeker’s share of the farm property even though the court had ordered that the

property be listed for sale. She stated, “[i]f that is an option, I wonder if that can be arranged today.” She wrote, “[i]f the judge wonders about the finances, I think the claims need still to be considered and valuated and I am confident to manage the rest of the financing, since I have different plans in doing so.”

[36] Ms. Irps-Bleeker was referring to her unresolved family law claims for retroactive child support and post-separation adjustments, which Mr. Bleeker was disputing. Her hope was to reduce the amount of financing she would require to purchase Mr. Bleeker’s share by offsetting amounts that she claimed he owed her.

[37] Ms. Cull replied to Ms. Irps-Bleeker’s email at 7:44 a.m. She reminded Ms. Irps-Bleeker that Justice Hockin’s order required her to cooperate with Mr. Bleeker to effect a sale of the property. She expressed her opinion that, if Ms. Irps-Bleeker refused to respond to Groenberg Farms’s second offer, Mr. Bleeker would likely succeed in a motion to obtain a court order directing that the property be sold pursuant to the \$811,000 offer, or a court order granting him sole authority to deal with the sale of the property.

[38] Ms. Cull noted in her email that Ms. Irps-Bleeker’s claims had not yet been determined by a court, and that she had not furnished proof that she could afford to pay Mr. Bleeker half the farm value if her claims were rejected. She stated,

As far as the *Partition Act* goes, you can offer to buy Simon's half at any time. You still need to prove that you can actually raise the money to do that. You expressed an interest about buying his half before but you were unable provide proof you could raise the money and you were not willing to pay him the amount he wanted. Is there some new money available or some - other option to raising money?

[39] Their email exchanges continued that day and into the next day. Ms. Irps-Bleeker told Ms. Cull, "I was meeting with some people yesterday about getting financing and they are willing to lend me the money." (At trial, she was unable to provide proof of this supposed financing arrangement.) Ms. Cull asked, "if you are going to make an offer, what is the price?" Ms. Irps-Bleeker did not respond to that question.

[40] Ms. Feagan tried to file an emergency motion for an order dispensing with Ms. Irps-Bleeker's consent to the counteroffer, but she was unable to get the motion heard by a judge that day. Ms. Cull conveyed that information to Ms. Irps-Bleeker.

[41] There were further written communications between Ms. Irps-Bleeker and Ms. Cull, and also between Ms. Cull and Ms. Feagan, about a possible competing offer being made by another potential buyer, but that offer did not materialize.

[42] Ms. Cull testified that she spoke to Mr. Van Gaalen and asked him whether he thought Groenberg Farms would agree to a higher amount than the suggested

\$820,000 counteroffer. He expressed the view that he thought they might agree to \$830,000. This conversation is documented in notes in Ms. Cull's file.

[43] It is likely that either Ms. Cull or Mr. Van Gaalen communicated his opinion to Ms. Feagan, because she wrote to Ms. Cull by fax at 1:21 p.m. on May 30, 2008, stating, "I have a sign back offer for \$830,000 from my client. Is your client prepared to sign it today?" Ms. Cull spent much of the rest of that afternoon seeking instructions from Ms. Irps-Bleeker.

[44] I have no doubt that Ms. Irps-Bleeker's preference would have been to purchase Simon's interest in the property, but there is no evidence that she had arranged the necessary financing to be able to do so. I accept her testimony that she wanted to postpone dealing with the offer until after the June 11, 2008 Settlement Conference, in case Mr. Bleeker agreed to pay her a substantial amount for retroactive child support and post-separation adjustments, which she could then deduct from the price to purchase his half interest in the farm.

[45] However, she was warned by Ms. Cull that if she did not agree to Mr. Bleeker's proposed counteroffer at \$830,000, Ms. Feagan would likely obtain a court order dispensing with her consent to the sale. Justice Hockin's order stated that the proceeds of sale would be held in trust until the court made a further order with respect to disbursement of the funds. Ms. Irps-Bleeker was worried that,

without access to her equity in the property, she would have no means to secure another place to live if the farm was sold. She was concerned about her son Dominik, who was still living with her at the farmhouse. Ms. Cull suggested that she make the \$830,000 counteroffer with a condition that she would rent the house and residential yard from Groenberg Farms for \$400/month for 18 months after the closing date. Ms. Cull recalls that Ms. Irps-Bleeker agreed.

[46] Ms. Irps-Bleeker testified that, during her telephone conversations with Ms. Cull on May 30, 2008, she did not agree to counteroffer at \$830,000 with additional terms to rent the home after the sale. I reject this testimony as not credible, for the following reasons.

[47] At 5:04 p.m. that day, Ms. Cull sent an email message to Ms. Irps-Bleeker, asking for written confirmation that she wanted to proceed with a counteroffer to Groenberg Farms at \$830,000. Ms. Irps-Bleeker responded to that message at 5:32 p.m., as follows: "I talked it over with Dominik and he doesn't want to live here, when the farm is sold. So I took the condition out again. And I wonder about an extension til June the 12."

[48] During her cross-examination, Ms. Irps-Bleeker testified that her reference to "when the farm is sold" is not evidence that she was agreeing to sell the farm (at a counteroffer price of \$830,000) but rather was a reference to the fact that she

expected Ms. Feagan to obtain a court order to force the sale without her consent. This evidence makes no sense. If she believed the sale was going to occur at Mr. Bleeker's sole discretion, pursuant to a court order, then she would not have had the ability to stipulate any conditions on the counteroffer, or to select the expiry date.

[49] I find it more probable that the words, "when the farm is sold" and "I took the condition out again" disclose that she had indicated to Ms. Cull her willingness to make a counteroffer. However, she was wavering in her decision. She was still hoping to postpone making a counteroffer until after the Settlement Conference, in case she could negotiate a deal with Mr. Bleeker that would enable her to buy out his interest in the farm.

[50] Ms. Cull replied to Ms. Irps-Bleeker's message by email at 5:49 p.m., requesting clarification of her position, specifically whether she was willing to counter the Groenberg Farms offer at \$830,000 and whether she wanted the rental option to be added as a condition of the sale. Ms. Cull reminded Ms. Irps-Bleeker, "if the offer is not accepted by 8:00 p.m. today, it is void."

[51] Ms. Irps-Bleeker testified that she interpreted this sentence to mean that any counteroffer would become void if Groenberg Farms did not accept it by 8:00 p.m. that night. I reject this testimony because of its implausibility. It makes no

sense in the context of the prevailing circumstances at that time. There was no counteroffer (yet). Ms. Cull testified that she was referring to the only offer in existence, namely the Groenberg Farms's second offer to purchase the property for \$811,000. I believe that Ms. Irps-Bleeker understood that at the time. For reasons that will be explained below, I believe that she subsequently fabricated a convoluted interpretation of Ms. Cull's statement to try to rationalize actions that she took that are consistent with the defendant's position in this case.

[52] When Ms. Cull sent the email containing that sentence to Ms. Irps-Bleeker, it was Friday night at 5:49 p.m. She advised Ms. Irps-Bleeker that Ms. Feagan had secured a motion hearing date in court for the following Wednesday. She ended her email message by stating, "I am here at the office waiting for your instructions."

[53] Ms. Irps-Bleeker and Ms. Cull spoke again on the phone. Ms. Cull testified that Ms. Irps-Bleeker agreed to counteroffer at \$830,000 and agreed to the suggestion that they include a condition of an option to rent the farm, at Ms. Irps-Bleeker's discretion, in case she and Dominik changed their minds and decided to continue living on the farm after it was sold. Ms. Cull further testified that Ms. Irps-Bleeker agreed that Mr. Van Gaalen could attend her home later that evening with the counteroffer paperwork for her to sign (because Mr. Ritgen was still away in Germany).

[54] Ms. Irps-Bleeker denies that she ever gave those verbal instructions to Ms. Cull. I reject her testimony and accept the testimony of Ms. Cull for the reasons set out below.

[55] After their telephone conversation, Ms. Cull spoke to Mr. Van Gaalen and confirmed that Ms. Irps-Bleeker was prepared to counteroffer at \$830,000 with the rental condition. Ms. Cull advised him that she would send him a Schedule B, setting out the terms of the rental condition. Mr. Van Gaalen undertook to attend to the necessary initialling and signing of the APS, and to attach Schedule B and refer to it on page 1 of the APS. Ms. Cull then drafted Schedule B and faxed it to Mr. Van Gaalen at 6:22 p.m. She confirmed their agreed-upon arrangements in writing, then she wrote, “[m]y client is at home tonight so you can call her to go over and have her sign.”

[56] Ms. Cull would have had no reason to communicate with Mr. Van Gaalen in that fashion unless Ms. Irps-Bleeker instructed her to do so. Her conduct is consistent with her recollection of the instructions she received during their phone conversation and contradicts Ms. Irps-Bleeker’s testimony.

[57] Ms. Irps-Bleeker’s testimony on this issue is also contradicted by prior inconsistent statements that she made in an affidavit dated June 12, 2008. She deposed the following:

In conversations between our respective lawyers the Respondent Mr. Bleeker and I agreed to sign back a counter-offer of \$830,000.00 to the Respondent Groenberg Farms Inc. Included in this counter-offer was a condition that I be allowed to rent the farm for a specified period of time at a specified price.

This conversation was confirmed with me at approximately 6:23 p.m. on May 30th by way of telephone conversation with my family law lawyer Mary E. Cull.

[58] The above sworn statements directly contradict Ms. Irps-Bleeker's later testimony at trial to the effect that she never agreed to make a binding counteroffer at \$830,000 with a rental condition.

[59] Ms. Irps-Bleeker stated that when Mr. Van Gaalen called her at 6:58 p.m. that night and asked to come over, she was "expecting him" because Ms. Cull told her that she would be sending Mr. Van Gaalen a letter. It is undisputed that the sole purpose of Mr. Van Gaalen's visit was to get Ms. Irps-Bleeker to execute a counteroffer at \$830,000. Ms. Cull would have had no reason to set that up with Mr. Van Gaalen if Ms. Irps-Bleeker had refused to make the counteroffer. Furthermore, Ms. Irps-Bleeker likely would not have agreed to meet with Mr. Van Gaalen unless she was going to execute the counteroffer.

[60] Mr. Van Gaalen attended Ms. Irps-Bleeker's home twice that evening. He called her first, at 6:58 p.m. Then he arrived at her home around 7:20 p.m. with three separate copies of the APS for her to sign. He was using the same APS document that Groenberg Farms had previously used twice to make their offers.

He had amended the three copies of the APS to reflect the terms of the \$830,000 counteroffer, including the addition of Schedule B regarding the rental condition.

[61] Ms. Irps-Bleeker claims that, when she initialled the copies of the APS in Mr. Van Gaalen's presence that night, he had not changed the irrevocability date of the last Groenberg Farms offer, which remained May 30, 2008 at 8:00 p.m. This claim lies at the heart of the dispute between the parties. All three copies of the APS that were independently initialled by all the parties show a handwritten change to the irrevocability date from May 30 to May 31, 2008. Ms. Irps-Bleeker alleges that change was made at some point after she initialled the document. She asserts that she never agreed to extend the irrevocability date by 24 hours, and did not initial that change.

[62] During Mr. Van Gaalen's first visit to her home on Friday May 30, 2008, Ms. Irps-Bleeker affixed her initials on all three copies of the revised APS at places where Mr. Van Gaalen had made handwritten changes. This included initialling the change to the purchase price (from \$811,000 to \$830,000), and the addition of Schedule B. She also initialled the bottom of each page beside the words, "Initials of Seller(s)". These facts are not in dispute.

[63] Ms. Irps-Bleeker admits that she initialled beside the irrevocability date on the form. She was questioned about why she did so if the irrevocability date had

not been changed. She testified that she was not initialling a change of that date from May 30 to May 31 but rather was initialling the change that Groenberg Farms had previously made from the original irrevocability date of May 21 (for the first \$750,000 offer) to the new irrevocability date of May 30 (for the second \$811,000 offer). She explained that she initialled beside the irrevocability date to confirm that the date and time of expiry of the counteroffer was 8:00 p.m. that very day – less than half an hour from when she affixed her initials.

[64] During his examination for discovery, Mr. Van Gaalen recalled that Ms. Irps-Bleeker was “pretty sad” that evening, which is consistent with her agreeing to make a counteroffer of sale despite her desire to keep the farm. He remembered telling her that the irrevocability date was “on the Saturday night”, which would have been the next day, May 31, 2008.

[65] I accept his evidence as credible. I find that Mr. Van Gaalen changed the irrevocability date to the next day before he met with Ms. Irps-Bleeker on the night of Friday May 30, 2008. That is more probable than Ms. Irps-Bleeker’s contention that both she and Mr. Van Gaalen knew that the counteroffer was going to expire within 30 minutes of her signing the documents. It is implausible that Mr. Van Gaalen would not have given himself enough time, in the circumstances, to obtain both sellers’ signatures on the revised APS and present the counteroffer to the

prospective buyers before it expired. That would have been an exercise in futility. The only reasonable inference is that Mr. Van Gaalen had Ms. Irps-Bleeker execute a counteroffer that was capable of acceptance by the prospective buyer.

[66] Mr. Van Gaalen left Ms. Irps-Bleeker's residence with all three copies of the APS. He then called her and told her that he needed to return to her house because she had only put her initials on the signature page of the APS, and she needed to affix her full signature.

[67] In her affidavit sworn on June 12, 2008, Ms. Irps-Bleeker stated that Mr. Van Gaalen returned "moments after leaving" her home. At trial, she claimed that he called her at 8:06 p.m. and returned to her residence around 8:13 p.m. While this may seem to be an insignificant detail, I believe that the shift in Ms. Irps-Bleeker's timeline occurred because she wants the court to believe she affixed her signature on the documents after 8:00 p.m. In my view, it makes no difference whether she signed before or after 8:00 p.m. because – as explained below – the offer was irrevocable until the *next day* at 8:00 p.m. Ms. Irps-Bleeker's position is that the offer expired even before she signed it that night.

[68] Ms. Irps-Bleeker testified that, when Mr. Van Gaalen returned to her home the second time, she told him not to present the counteroffer to Groenberg Farms until after she met with her family law lawyer the next day. Mr. Van Gaalen denied

this when he was examined for discovery. For reasons explained below, I accept his testimony and reject Ms. Irps-Bleeker's evidence on this point.

[69] Mr. Van Gaalen went to Mr. Bleeker's home that night and obtained his initials and signature on the counteroffer. He then drove to Nick Beyersbergen's residence. He intended to present the counteroffer, but Mr. Beyersbergen was not home. He went back to Mr. Beyersbergen's home and met with him the next morning (i.e., May 31, 2008). Mr. Beyersbergen executed the APS at around 11:00 a.m., thereby accepting the counteroffer on behalf of Groenberg Farms.

[70] That same morning, Ms. Irps-Bleeker drove to Ms. Cull's office for a pre-scheduled meeting. She testified that, as she was leaving, she noticed a "SOLD" sign on the farm property. Mr. Van Gaalen testified (during examination for discovery) that he did not put the sold sign there on the Friday night. He could not remember when he placed the sold sign on the property but said it would have been after the APS was fully executed on May 31, 2008.

[71] I accept Mr. Van Gaalen's testimony and conclude that there was no sold sign on the property when Ms. Irps-Bleeker passed by around 10:30 a.m. that morning. Mr. Van Gaalen was an experienced real estate agent. It is implausible that he would have posted a sold sign on the property without an executed APS.

[72] Ms. Irps-Bleeker testified that she was surprised to see the sign because the counteroffer was void, having been executed by her after the 8:00 p.m. expiry deadline the night before. She said she mentioned the sign to Ms. Cull as soon as they met at Ms. Cull's office. She recalls telling Ms. Cull that she had instructed Mr. Van Gaalen not to present the counteroffer until after their meeting that morning. Ms. Cull does not remember Ms. Irps-Bleeker mentioning the sold sign. Her recollection is that Ms. Irps-Bleeker simply stated that she wanted to retract the counteroffer.

[73] Ms. Cull faxed Mr. Van Gaalen the following message at 11:20 a.m.: "This letter serves as notice that my client withdraws her counter-offer which was signed last evening. You do not have her permission to present the counter-offer to Groenberg." Ms. Cull then spoke to Mr. Van Gaalen on the phone. He advised her that the counteroffer had already been accepted by Groenberg Farms. He faxed a copy of the executed APS to Ms. Cull, who informed Ms. Irps-Bleeker that the deal was done.

[74] Ms. Irps-Bleeker claims that the irrevocability date was changed (from May 30 to May 31) *after* she initialled the changes to the APS, and after she signed the APS to confirm the counteroffer. When she commenced this action against Groenberg Farms, her original pleading was that Nick Beyersbergen changed the

irrevocability date when he executed the APS the next day. She claimed that she was the victim of fraud and misrepresentation by Groenberg Farms. However, she withdrew those claims after Mr. Van Gaalen testified, during an examination for discovery in a related proceeding, that he was the one who changed the irrevocability date from May 30 to May 31. Ms. Irps-Bleeker now accepts that Mr. Van Gaalen made the change, but she maintains that he did so after she initialled the document. Mr. Van Gaalen could not remember exactly when he made the change.

[75] Ms. Irps-Bleeker swears that she never agreed to extend the irrevocability date on the \$830,000 counteroffer. She submits that the counteroffer had therefore expired by the time Mr. Beyersbergen signed the APS the next morning. She argues that the APS is therefore void and unenforceable.

[76] I reject this argument because Ms. Irps-Bleeker's testimony is not credible. For the reasons set out below, I conclude (on a balance of probabilities) that the irrevocability date had already been changed by Mr. Van Gaalen from May 30, 2008 to May 31, 2008 by the time Ms. Irps-Bleeker initialled the changes on the APS, and signed the documents to confirm the counteroffer. She did not (and could not) withdraw the irrevocable counteroffer before Mr. Beyersbergen executed the

agreement the next morning. It was a valid offer when it was accepted by Groenberg Farms.

[77] One of the reasons why I reject Ms. Irps-Bleeker's evidence on this issue is that her story shifted and changed throughout her testimony and was internally inconsistent. For example, she originally testified in chief that, when Mr. Van Gaalen arrived at her home the first time, he was in a hurry. She recalled him rushing her and telling her, "initial here, initial here". She stated that she did not read the document but simply initialled where he told her to. However, later in her testimony, she insisted that when she initialled the irrevocability date, it was to confirm the change from the previous May 21, 2008 date to the May 30, 2008 date. She stated that the change to May 31, 2008 did not appear on the document at that time. This contradicts her earlier statement that she did not read the document when she initialled the changes.

[78] Ms. Irps-Bleeker's certainty about the fact that the irrevocability date had not been changed to May 31, 2008 when she initialled the document around 7:30 p.m. on May 30, 2008 is further undermined by statements that she made under oath back in March 2016, when she was examined for discovery in the context of her action against the realtors. During that examination, she stated that back in June 2008 when she retained Mr. Ross to provide her with an opinion on the

enforceability of the APS, she was uncertain as to whether she had initialled the date change from May 30 to May 31 when Mr. Van Gaalen came to her house on May 30, 2008. She expressed that uncertainty twice during her examination for discovery in March 2016, yet ten years later, when she testified at trial, she confidently insisted that she did not initial the change.

[79] Ms. Irps-Bleeker testified at trial that she did not believe she was agreeing to sell the property to Groenberg Farms for \$830,000 when she executed the APS. She gave two different explanations for this. First, she stated that it was already 7:30 p.m. when she initialled the changes on the APS, so she believed that Mr. Van Gaalen would run out of time and would not succeed in having the agreement executed by Mr. Bleeker and Mr. Beyersbergen before the 8:00 p.m. deadline that night. When asked if she believed it would have been a binding agreement had Mr. Van Gaalen succeeded, she then stated (for the first time) that she had purposely affixed only her initials to the signature page of the APS during Mr. Van Gaalen's first visit in order to invalidate the counteroffer. She admitted that she did not mention this to Mr. Van Gaalen at the time.

[80] She further testified that, when Mr. Van Gaalen returned to her home the second time to obtain her signature on the APS, she was not concerned that her signature would validate the counteroffer because she knew it was already after

8:00 p.m. She said she believed she was therefore signing a void offer. She explained that she was relying on Ms. Cull's 5:49 p.m. email to her that stated the offer would be void if not accepted by 8:00 p.m. As noted earlier in this judgment, I have rejected her testimony on this point because that email from Ms. Cull clearly referred to the expiry of the only offer in existence at the time the email was sent, which was the Groenberg Farms second offer for \$811,000.

[81] Moreover, if Ms. Irps-Bleeker truly believed that the counteroffer was invalid because it had already expired even before she signed it, then why would she need to tell Mr. Van Gaalen not to present the APS to Groenberg Farms until after she met with her lawyer the next day? These two statements are internally inconsistent.

[82] Another reason why I reject her testimony on this point is because it is contradicted by statements that she made under oath in March 2016, when she was examined for discovery in one of the related actions. During that examination, she twice denied believing that the "deal was already dead" at the time that she signed the APS around 8:13 p.m. She stated the opposite under oath during the trial.

[83] When she tried to explain at trial why she bothered to initial and sign the APS if she believed she was not making a binding counteroffer to Groenberg

Farms, she stated that she was simply trying to get her ex-husband to agree to the \$830,000 price, so that she could buy out his share of the property at that price. This also makes no sense because Ms. Feagan had indicated in an email three days earlier that Mr. Bleeker was proposing to respond to the Groenberg Farms offer with a counteroffer of \$820,000. Had Ms. Irps-Bleeker been trying to obtain agreement with her ex-husband on the lowest possible price in order to exercise her right of first refusal, she would have instructed Ms. Cull to take steps to agree to the \$820,000 price. Instead, Ms. Cull spoke to Mr. Van Gaalen about the feasibility of a higher price, and they got Mr. Bleeker to agree to a counteroffer at \$830,000.

[84] Furthermore, if Ms. Irps-Bleeker truly believed that she was simply agreeing to the \$830,000 price in order to exercise a right of first refusal, there would have been no need to add a rental condition (Schedule B) to the APS. The sole purpose of the rental condition was to protect Ms. Irps-Bleeker's ability to remain on the farm for 18 months after it was sold to Groenberg Farms.

[85] Finally, if Ms. Irps-Bleeker genuinely thought the counteroffer was void because it was signed by her after the expiry of the irrevocability date, she likely would have told that to Ms. Cull the next morning. She admits that she did not mention it to her lawyer. Instead, she instructed Ms. Cull to withdraw the

counteroffer. I infer from this that she thought the counteroffer was still open at the time of her meeting with Ms. Cull on the morning of May 31, 2008. I further infer that she knew the expiry date had been extended from May 30 to May 31 the night before when she initialled that change on the APS.

[86] The inconsistencies in Ms. Irps-Bleeker's testimony, and the illogic of her evidence, undermine both her reliability and her credibility. I therefore prefer the evidence of Ms. Cull to the effect that Ms. Irps-Bleeker agreed to sell the property to Groenberg Farms for \$830,000, with a rental condition, then changed her mind the next day, but it was too late.

[87] Ms. Irps-Bleeker would have the court believe that Ms. Cull told Mr. Van Gaalen to prepare the \$830,000 counteroffer contrary to her explicit instructions. She would also have the court believe that Mr. Van Gaalen duped her into signing the counteroffer under the misapprehension that it would expire before it could be presented to the prospective buyer, then fraudulently changed the expiry date after the fact. Ms. Irps-Bleeker testified that Mr. Van Gaalen re-used the same APS form that Groenberg Farms had used to make their offers so that her initials would be placed adjacent to a date that he could later surreptitiously alter, and make it look like she had approved the alteration. This suggests a calculated deception.

[88] If Ms. Irps-Bleeker's theory were correct, then Mr. Van Gaalen would have had to have been aware that she was unwilling to sign the counteroffer unless it had an expiry date that rendered it effectively incapable of acceptance. There is no evidence that was ever communicated to him, either by Ms. Irps-Bleeker or by Ms. Cull. It is unclear from Ms. Irps-Bleeker's submissions whether she suggests that Mr. Van Gaalen and Ms. Cull acted independently, or whether she believes that they were colluding in some sort of conspiracy to sell the property to Groenberg Farms without her consent. Either way, her theory is so implausible as to strain credulity. Moreover, it is contradicted by an abundance of evidence in the record.

[89] For all the above reasons, I find that the irrevocability date on the \$830,000 offer was changed from May 30, 2008 at 8:00 p.m. to May 31, 2008 at 8:00 p.m. by Mr. Van Gaalen when he prepared the three copies of the APS for the parties to sign. I find that the date change was initialled by Ms. Irps-Bleeker on all three copies. I find that she knew the counteroffer was valid when she signed it, and knew it would remain open for approximately 24 hours. I find that she did not tell Mr. Van Gaalen not to present the counteroffer to Groenberg Farms until after her meeting with Ms. Cull the next day. Finally, I find that the irrevocable counteroffer was still open when it was accepted by Nick Beyersbergen on behalf of Groenberg

Farms the following morning. It became a binding and enforceable agreement as soon as Mr. Beyersbergen executed the APS.

ABSENCE OF DURESS

[90] The only other issue I need to decide is whether Ms. Irps-Bleeker executed the \$830,000 counteroffer under duress, which would render the APS voidable.

[91] In law, duress exists where a party is coerced into executing an agreement by threats of violence toward themselves or their loved ones, or by economic compulsion. The coercion must be to such a degree that it deprives the person of their free will and effectively leaves them with no realistic alternative but to submit. Where the pressure applied is economic in nature, the law also requires that it be “illegitimate” pressure in order to constitute duress: *Stott v. Merit Investment Corp.* (1988), 48 D.L.R. (4th) 288 (Ont. C.A.), at p. 305; *Manuel v. Lafarge et al.*, 2024 ONSC 3790, at paras. 65-77; *Rose-Terra Investments Inc. v. Chetti*, 2024 ONCA 427, at para. 15; *Correa v. Valstar Homes (Oakville Sixth Line) Inc.*, 2025 ONCA 156, at paras. 11, 26.

[92] For the reasons set out below, I find that the evidence in this case does not satisfy the elements of duress.

[93] Ms. Irps-Bleeker testified that Mr. Van Gaalen was “an adversary agent” when he attended her home on the night of May 30, 2008. He was her ex-husband’s realtor. Her own realtor, Mr. Ritgen, was away in Germany at the time. She stated that, without her own representation, it was “an unsafe environment” for her. She later repeated that it was “a very unsafe situation”. When I asked her to clarify what she meant by “unsafe”, she explained that she did not mean she felt intimidated or physically threatened in any way by Mr. Van Gaalen. She simply meant that her interests were not adequately protected because Mr. Ritgen was not present.

[94] Ms. Irps-Bleeker testified that, when Mr. Van Gaalen arrived at her home the first time, he told her that Ms. Cull had sent him and that she “had to initial the counteroffer”. During his examination for discovery, Mr. Van Gaalen denied giving any such mandatory directive. On the contrary, he testified that Ms. Irps-Bleeker seemed very sad that night, so he told her that she did not have to sign the counteroffer if she did not want to. On this issue, I accept his evidence and reject the evidence of Ms. Irps-Bleeker because I have found her to be a consistently unreliable narrator of events.

[95] During her testimony, Ms. Irps-Bleeker stated that she initialled and signed the counteroffer that night because she felt she had no choice. She knew that Ms.

Feagan had secured a motion hearing date with the court for the following Wednesday. Ms. Cull had warned her that, if she did not agree to the counteroffer, Ms. Feagan would likely succeed in obtaining a court order to grant her ex-husband sole discretion over the sale of the property. She stated more than once that she signed the counteroffer to prevent Ms. Feagan from bringing that motion.

[96] I have no doubt that Ms. Irps-Bleeker was under pressure to sign the counteroffer because of Justice Hockin's order of Justice Hockin, which required her to cooperate with the sale of the property, and because of Ms. Feagan's threat to obtain another court order dispensing with her consent. That pressure was not illegitimate. It was lawful.

[97] Moreover, extreme stress is the same thing as duress. The evidence shows that Mr. Irps-Bleeker was under a lot of time pressure and economic pressure, and she was feeling stressed. The evidence does not, however, support a finding that Ms. Irps-Bleeker was incapable of exercising her free will because of the pressure she was under. Consequently, the elements of duress have not been established.

[98] The above findings are sufficient to decide this action in favour of the defendant. There is therefore no need for me to review the evidence adduced at

trial about events that occurred after May 31, 2008, both before and after the real estate transaction closed on January 9, 2009.

CONCLUSION

[99] For the reasons set out above, I conclude that the sale of the farm property on January 9, 2009 was based on a valid and enforceable APS. I therefore dismiss Ms. Irps-Bleeker's action.

[100] As the successful party in this action, Groenberg Farms is presumptively entitled to its costs, subject to any Offers to Settle or other factors that may impact that entitlement under the *Rules of Civil Procedure*. The parties are encouraged to settle the issue of costs. If they cannot do so, then they may make written submissions on costs, and I will decide the issue based on those submissions.

[101] Groenberg Farms shall have until June 19, 2026 to serve, file and upload its costs submissions to Case Centre.

[102] Ms. Irps-Bleeker shall have until June 29, 2026 to serve, file and upload her responding costs submissions to Case Centre.

[103] I request that the parties also send a courtesy copy of the submissions to my judicial assistant via email to SCJ.JudicialAssistant.Guelph@ontario.ca.

[104] The submissions of both parties shall not exceed four pages in length. This four-page limit excludes any Offers to Settle, authorities, and Bill of Costs.

[105] If no written submissions are filed by June 29, 2026, I will conclude that the issue of costs has been resolved and I will make no order as to costs.

Justice C. Petersen

Released: June 10, 2026

CITATION: IRPS-BLEEKER v. GROENBERG FARMS INC.
2026 ONSC 3425
COURT FILE NO.: CV-21-00000159-0000
DATE: June 10, 2026

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

MONIKA IRPS-BLEEKER

- and -

GROENBERG FARMS INC.

REASONS FOR JUDGMENT

Petersen J

Released: June 10, 2026