

KING'S BENCH FOR SASKATCHEWAN

Citation: 2026 SKKB 62

Date: 2026 03 18
File No.: QBG-MJ-00070-2021
Judicial Centre: Moose Jaw

BETWEEN:

LAURIE NELSON

PLAINTIFF

- and -

DARIN MAIER

DEFENDANT

Counsel:

Ryan Tulloch
Craig Savoie

for the plaintiff
for the defendant

JUDGMENT
March 18, 2026

TOMKA J.

I. BACKGROUND

[1] The plaintiff, Laurie Nelson, and the defendant, Darin Maier, were in a relationship from 2013 to October 2018. During the relationship, Laurie advanced funds to Darin for expenses related to his farming operation [Debt]. Darin has not repaid Laurie the Debt despite having been requested to do so.

[2] Laurie commenced the within claim against Darin for recovery of the monies lent with interest and costs [Claim].

II. APPLICATION

[3] Laurie applies for summary judgment pursuant to Part 7 of *The King's Bench Rules*.

[4] On this application, Laurie requests the following relief:

(1) Full Summary Judgment:

- (a) Judgment in the amount of \$178,108.91 (comprising \$132,634.83 principal, plus \$45,474.08 accrued contractual interest as of July 31, 2025);
- (b) Contractual interest at the Royal Bank of Canada Prime Rate (variable) from August 1, 2025, to the date of judgment, or alternatively, pre-judgment interest under *The Pre-judgment Interest Act*, SS 1984-85-86, c P-22.2;
- (c) Post-judgment interest at the prescribed rate under *The Enforcement of Money Judgments Act*, SS 2010, c E-9.22;
- (d) Costs of the application and the Claim; and
- (e) Any further relief deemed just by the Court.

(2) Alternative Partial Summary Judgment:

- (a) Judgment for the undisputed minimum of \$125,000 or \$132,634.83 (net principal baseline);
- (b) Trial-management directions under Rule 7-6 of *The King's Bench Rules* for any residual issues, including:
 - (i) Quantum of any set-off credit (e.g., pool cue damage

claim);

- (ii) Residual disputes regarding repayments beyond the \$12,600 already credited; and
- (iii) Precise interest methodology, if disputed.

III. FACTS

[5] For the most part, the facts are not in dispute. They are as follows:

- 1) From 2013 to October 2018, the parties were in a relationship;
- 2) At the material time, Darin was engaged in farming;
- 3) Darin did not have adequate credit to obtain financing to continue farming operations;
- 4) In 2015, a verbal agreement was entered into by the parties whereby Laurie would advance funds on her credit facilities to Darin for the purpose of financing his farming operation [Agreement];
- 5) The Agreement continued through the 2016, 2017, and 2018 crop seasons;
- 6) The parties agree there was no specific date selected for repayment of funds advanced and no payment schedule outlining when payments would be made and in what amount. The parties disagree on certain other terms of the Agreement;
- 7) From May 10, 2018, to October 30, 2018, Darin incurred \$145,234.82 in expenses on Laurie's credit facilities pursuant to the Agreement;

- 8) Darin made payments towards the amount owed between November 19, 2018, and April 16, 2019, in the total amount of \$12,600;
- 9) In December 2018, Laurie requested Darin sign a promissory note. No promissory note was signed. However, during the discussion, Darin confirmed that he would need a one-year term to pay back the Debt under the promissory note;
- 10) On January 13, 2019, Laurie texted Darin that he owed "\$50,000" – it was acknowledged by the parties that this was a typographical error, and it should have been \$150,000;
- 11) On February 4, 2019, Laurie texted Darin, "Not a bank! When are you going to pay me back?";
- 12) On March 18, 2019, Laurie texted Darin, "Are you going to pay your debt". His reply was, "u will get rest";
- 13) On April 23, 2019, Laurie messaged Darin, "Send me money for the fertilizer, chemical, fuel hail ins. And crop insurance. You have all the receipts too";
- 14) Darin was evicted from leased farmland in 2018 and 2020 due to poor crop yields and was unable to make payments on the Debt;
- 15) On March 19, 2020, Laurie texted Darin, "I have been laid off work indefinitely. Can you please start paying back the \$150 thousand dollars you owe me!";
- 16) On May 12, 2021, Laurie's legal counsel sent Darin a formal demand letter; and

17) The Claim was issued in July 2021.

IV. POSITIONS OF THE PARTIES

Laurie's Position

[6] Laurie argues the Claim is timely under the demand-loan limitations framework, as the operative demand was made in March 2020, and was filed within the two-year limitation period.

Darin's Position

[7] Darin argues that the Debt is not a “demand loan” but rather a “conditional loan” or a “contingent loan with a condition precedent.” He asserts that repayment was contingent upon harvest and the sale of the crop, which was the specified event that would generate revenue for repayment.

[8] Further, Darin contends that the limitation period for the Claim began to run after the 2018 crop harvest, when the condition precedent (sale of the crop) failed to materialize due to poor crop yield. He argues the Claim, filed on July 20, 2021, is statute-barred under *The Limitations Act*, SS 2004, c L-16.1, as the two-year limitation period has already expired.

[9] Initially, Darin claimed a set-off of approximately \$16,800 for damages caused by Laurie to his property. However, he decided to abandon this claim.

[10] Darin is in agreement the Debt unpaid is equal to the principal amount of \$132,634.83. He disagrees that interest was agreed to be paid on the Debt.

V. ISSUES

[11] The following issues are to be determined on this application:

- 1) Is this an appropriate case for summary judgment?
- 2) Is the Debt a demand loan?
- 3) Is the Claim barred by a limitation period?
- 4) When did Darin default on the Debt?
- 5) Was there an agreement as to interest?

VI. ANALYSIS

1) Is This an Appropriate Case for Summary Judgment?

[12] The law in relation to summary judgment was recently summarized by Justice Bardai (as he then was) in the case of *Schnell v Stene (Heidinger Estate)*, 2022 SKQB 146 at para 27:

(b) Summary Judgment Applications

[27] In *Lund v Edward Warren* (26 January 2022) Saskatoon, QBG 454/2018 (Sask QB), I summarized the law applicable to summary judgment applications at paras. 8-13 as follows:

[8] The test to be met in a summary judgment application is not in dispute. The question is whether there is a genuine issue requiring a trial. In *Hryniak v Mauldin*, 2014 SCC 7 at para 49, [2014] 1 SCR 87 [Hryniak], the Court notes:

49 There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.

[9] In Saskatchewan, the procedure for determining

applications for summary judgment is set out in Rules 7-2 to 7-5 of *The Queen's Bench Rules* [(since rep)]. This procedure has been the subject of numerous decisions in our province, notably, *Tchozewski v Lamontagne*, 2014 SKQB 71, 440 Sask R 34 [Tchozewski], *White v Turanich*, 2020 SKQB 5, *Cicansky v Beggs*, 2018 SKQB 91, 25 CPC (8th) 182, *Shephard v 101093126 Saskatchewan Ltd. (Whitewood Inn)*, 2020 SKQB 346 [Shephard], *Ter Keurs Bros. Inc. v Last Mountain Valley (Rural Municipality)*, 2019 SKCA 10 at paras 30-31, 429 DLR (4th) 269, *LaBuick Investments Inc. v Carpet Gallery of Moose Jaw Ltd.*, 2017 SKQB 341 at para 28 and *Smith v Hawryliw*, 2020 SKQB 169.

[10] In a summary judgment application, both parties are required to put their best foot forward which allows the Court to assume that it has the best evidence before it. In the first instance, where a defendant is applying for summary judgment, they must establish that there is no genuine issue requiring a trial. If they do so, the burden shifts to the plaintiff to refute the evidence or risk the case being dismissed. See: *Cicansky v Beggs*, 2018 SKQB 91 at paras 14-15, 25 CPC (8th) 182, and *Peter Ballantyne Cree Nation v Canada (Attorney General)*, 2016 SKCA 124 at paras 31-32, 485 Sask R 162.

[11] Of course, summary judgment may still be appropriate even if there is a genuine issue in dispute. The summary judgment process recognizes that for many coming before the Court, the cost of a trial is prohibitively expensive. It is of course easy to say in response to a summary judgment application that a more complete evidentiary record will be available at trial, but that does not mean a trial is required or that summary judgment should be denied. If there is a genuine issue in dispute, the question becomes whether an appropriate procedure can be crafted using Rule 7-5(2)(b) to resolve that genuine issue. This tailored approach takes into account a host of factors, including, the complexity of the claim, the amounts in issue, the importance of the issues, the cost, whether better evidence on key issues will be available at trial, whether the Court can fairly evaluate the evidence and whether summary judgment can resolve the entire claim or portions of it. See *Tchozewski*.

[12] As noted in *Shephard* at para 18:

18 Summary judgment allows for questions of law, discrete issues or entire claims to be determined without the need for an expensive trial in appropriate circumstances. It provides flexibility and allows the Court to craft an approach that recognizes “that a process can be fair and just, without the expense and delay of a trial, and that alternative models of adjudication are no less legitimate than the conventional trial.” See *Hryniak* at para 27 and Rule 7-5(5)-(6).

[13] If, even with the tailored approach available pursuant to Rule 7-5(2)(b), the Court is unable to weigh the evidence, evaluate credibility, draw reasonable inferences or have confidence in its conclusions, summary judgement should be denied. As the Court put it in *Hryniak* at para 50:

50 ... a process that does not give a judge confidence in her conclusions can never be the proportionate way to resolve a dispute. It bears reiterating that the standard for fairness is not whether the procedure is as exhaustive as a trial, but whether it gives the judge confidence that she can find the necessary facts and apply the relevant legal principles so as to resolve the dispute.

See also *Noga v Wawanesa Mutual Insurance Company*, 2019 SKQB 160 at para 45.

[13] Both parties agree that the matter can be and should be determined summarily pursuant to Rules 7-2 and 7-5 of *The King’s Bench Rules*.

[14] After reviewing all the evidence and hearing submissions from counsel, I am satisfied, based the material before me, I am able to make the necessary findings of fact, apply the law to those facts, and the record is sufficient to allow me to resolve this claim in an expeditious and proportionate way.

2) Is the Debt a Demand Loan?

[15] For the reasons that follow, I have found that the Debt is properly characterized as a demand loan.

[16] First, the Saskatchewan Court of Appeal in *Johnson v Johnson*, 2012 SKCA 87 at para 21 [*Johnson*], has confirmed that an informal indebtedness having no specific date for repayment will often be categorized as an open or demand loan. See also: *Jones v Smith*, 2017 SKQB 63 [*Smith*]; *Nadeau v Nadeau*, 2021 SKCA 69 [*Nadeau*]; and *Hopkins v Stockman*, 2013 SKCA 118.

[17] In this case, the evidence of both parties is the advance of funds related to the Debt was informal and there was no specified repayment date: Affidavit of Darin Maier sworn November 28, 2025, at paras. 8 and 11. As such, the Debt has the necessary hallmarks of a demand loan. See: *Johnson*; *Smith*; and *Nadeau*.

[18] Second, I am not persuaded by Darin's argument that the Debt should be categorized as a contingent loan or a conditional loan. Darin suggests the parties agreed repayment in full would be made at a specified time or event; namely, it would be repaid from funds available from the sale of the crop after harvest. Darin seems to be arguing that the Debt was a term loan and not a demand loan. However, Darin's suggestion is contrary to his admission that there was no agreed upon date for repayment of the Debt.

[19] Further, I am not convinced that Darin's reliance on *Kong v Saunders*, 2014 BCCA 508 [*Kong*], supports his characterisation that the Debt was something other than a demand loan. Specifically, Darin cites and relies upon paras. 18-19 of *Kong*, which state:

[18] The jurisprudence has established a distinction between demand loans and contingent loans in respect of the commencement of the running of the limitation period. Demand loans are, of course, loans payable on demand. Contingent loans

are loans that are payable on a future date or upon the occurrence of a specified event.

[19] The limitation period in respect of contingent loans begins to run on the repayment date or the occurrence of the contingency. This is because an action for repayment of the loan cannot be brought prior to the repayment date or the occurrence of the contingency, as the case may be.

[20] However, in *Kong*, the Court concluded that the loan in question was a demand loan and not a contingent loan. It was not a contingent loan as the Court found there was no mutual agreement between the parties that the loan was to be repaid at a certain time or event, the selling of the house. Significantly, *Kong* at paras 21 and 33, makes it clear that a contingent loan requires a mutual agreement that a debt will be repaid in full upon the happening of a specified contingency it can not be based on a unilateral understanding.

[21] Similarly, in this case I find there is also not a mutual agreement that the Debt was to be repaid in full upon the harvest of the 2018 crop. Indeed, there is no specific evidence of any discussion between the parties to that effect. The evidence is that there was no set date for repayment of the Debt. Indeed, the date of repayment was understood to be uncertain as the evidence suggests repayment was contingent on many unknown factors. Both understood revenue from the crop was dependant on crop yield, quality, and on market prices at the time it is sold. Further, Darin admits that he had the discretion as to the timing of when any crop was to be sold. As such, the evidence does not support a finding that there was a mutual agreement as to a specified specific event or time when the Debt would become payable in full.

[22] Specifically, Darin's evidence related to the Debt's repayment being paid in harvest includes his admission that farming is a "gamble" and "[w]hen the farm made money, it made money... the farm paid her back as much as it could." See: Read Ins from the Respondent's Oral Questioning (12 December 2025) at p 20.

[23] Laurie's perspective on repayment was confirmed on cross-examination: "when prices were right and he sold the grain he would give me money... there was never, ever any, like, arrangement as he could sell it on this date." See: Transcript of Cross-Examination of Laurie Nelson (19 January 2025) at T21, Lines 15-25.

[24] Again, based on all the evidence before me, I have concluded there was no mutual agreement that the Debt would be repaid at a time certain or on event certain. Instead, the evidence suggests the parties understood that the Debt would be repaid from the farming operation after crop was nothing more than an acknowledgment of the source of Darin's capacity to pay.

[25] Third, Darin's suggestion that payments were made between November 19, 2018, and April 16, 2019, after harvest, and is evidence supporting a finding the Debt was a contingent or term debt does not carry much weight when all the evidence is considered. Again, Darin's own evidence is there was no specified repayment date agreed to. I consider the payments Darin made as evidence of his acknowledgement of the Debt and an indication of an intention to pay the Debt as best he could, when he could.

[26] Lastly, I am not persuaded by Darin's argument the Debt was a contingent loan can be supported by the wording of counsel's demand letter of May 12, 2021. That letter states, "This debt was due after the crop was harvested and sold and is 2 years overdue." The words used in the letter are unfortunate, but they do not prove that existence of a condition precedent to repayment nor does it convert counsel's description of the Agreement or the Debt into an agreed contractual term. Subsequent conduct to the formation of an agreement should not be used to assist interpretation of the agreement. See: *Shewchuk v Blackmont Capital Inc.*, 2016 ONCA 912 at paras 41-46. The letter of counsel is certainly evidence of subsequent conduct that should not be given any weight in this case.

[27] In sum, considering the evidence as a whole, I find the Debt is a demand loan.

[28] As the parties agree s. 10 of *The Limitations Act* applies if the Debt is a demand loan, I will now consider whether the Claim is barred pursuant to that section.

3) Is the Claim Barred by a Limitation Period?

[29] The Saskatchewan Court of Appeal in *Gersten Estate v Weimer*, 2026 SKCA 13 at paras 8-13 [*Weimer*], describes the principles involved in considering s. 10 of *The Limitations Act* as follows:

[8] The judge began her analysis by correctly identifying the legal principles that apply to the determination of when a limitation period governing a claim based on a failure to perform a demand obligation has expired. To illustrate this, it is helpful to briefly review relevant provisions of *The Limitations Act*, SS 2004, c L-16.1, to demonstrate that, in most cases, a claim based on a default in performing a demand obligation is presumed to be discovered for limitations purposes on the day a default occurs.

[9] A two year limitation period is set out in s. 5 of *The Limitations Act*. Unless otherwise provided in that Act, “no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered” (s. 5). The criteria for determining when a claim is discovered is set out in s. 6:

6(1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on the day on which the claimant first knew or in the circumstances ought to have known:

(a) that the injury, loss or damage had occurred;

(b) that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is the subject of the claim;

(c) that the act or omission that is the subject of the claim appeared to be that of the person

against whom the claim is made; and

(d) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.

(2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

[10] Generally, a claim is discovered on the day on which the claimant first knew or, in the circumstances, ought to have known, all the facts set out in s. 6(1)(a) to (d) (see: *Saskatchewan (Highways and Infrastructure) v Venture Construction Inc.*, 2020 SKCA 39 at para 55, leave to appeal to SCC refused 2020 CanLII 81398 [*Venture Construction*]; *Olkowski v Nano-Green Biorefineries Inc.*, 2024 SKCA 11 at para 26; *Nadeau v Nadeau*, 2021 SKCA 69 at para 36 [*Nadeau CA*]). However, under s. 6(2), a claimant is presumed to know those facts “on the day on which the act or omission on which the claim is based took place, unless the contrary is proved”. In the case of a default in performing a demand obligation, “the day on which an act or omission on which a claim is based takes place is the day on which the default occurs.” Section 10 of *The Limitations Act* reads as follows:

10 Unless otherwise provided in this Act, in the case of a default in performing a demand obligation, the day on which an act or omission on which a claim is based takes place is the day on which the default occurs.

[11] The combined effect of these provisions is that, in most cases, a claim based on a default in performing a demand obligation is discovered on the day of the default, unless the contrary is proved.

[12] For purposes of the application before her, the judge agreed with Mr. Zemlak that Ms. Weimer’s obligation to pay the estate’s tax liability attributable to the deemed disposition of the RRSP was akin to a demand obligation (*Decision [Zemlak v Weimer]* (24 April 2025), Regina KBG-RG-02519-2022 (SKKB)) at para 22).

[13] Citing *Nadeau CA* and s. 10 of *The Limitations Act*, the judge correctly recognized that a claim based on a demand

obligation arises when the debtor defaults on payment. She held that “the claim is ‘discovered’ when the debtor defaults in repayment in response to a demand for payment” and that “the limitation period of two years starts to run on the day of default” (*Decision* at para 18). However, in my respectful view, the judge lost sight of this when applying s. 10 and erred by finding that the limitation period governing the estate’s claim against Ms. Weimer started to run on the day a demand for payment was made instead of on the day a default in performing the obligation occurred.

[30] The Saskatchewan Court of Appeal went on to confirm that a default for the purposes of s. 10 will normally occur after a demand. However, it is not the demand that sets the limitation clock, but the default. Paragraph 22 of *Weimer* reads as follows:

[22] In the limitations context, a default is not always synonymous with a demand. Section 10 of *The Limitations Act* applies in the case of a default in *performing* a demand obligation. For this reason, in the absence of any specific terms defining an act of default or addressing the performance of the obligation, in most cases “the act or omission of default must, by its nature, be subsequent to the demand” (*Nadeau v Nadeau*, 2020 SKQB 136 at para 33, affirmed *Nadeau CA*; see also *Hopkins v Stockman*, 2013 SKCA 118 at para 12).

[Emphasis in original]

[31] In addition, I also note that the Ontario Court of Appeal has explicitly accepted that for a demand loan, “a demand is a condition precedent for the commencement of the limitation period”: *T.O. Estate v D.O.*, 2024 ONCA 603 at para 29, quoting *Bank of Nova Scotia v Williamson*, 2009 ONCA 754 at paras 18-19. This appears consistent with the comments of the Saskatchewan Court of Appeal’s comments in *Weimer*.

[32] Whether a demand has been made for a limitation period is a factual determination that is dependant on the circumstances. See: *Jones v Boone*, 2024 BCSC 664 at para 41.

[33] However, a demand in this context must be clear and unequivocal: *Elser*

v Celani, 2024 BCSC 2071 at para 74; *Campbell v Campbell*, 2021 ONSC 3162 at paras 17-18; *Smith v Uhersky*, 2019 ABQB 761 at paras 19-20; *Atrium Mortgage Investment Corporation v Koh*, 2021 SKQB 285 at paras 42-43.

[34] A demand will likely not be clear and unequivocal if it does not communicate the expectation of immediate payment such that failure to tender was a default: *Weimer* at para 23; *Your New Car Calgary Inc. v 1134615 Alberta Inc.*, 2011 ABQB 372 at para 41.

[35] I adopt and apply the above principles and summary of the law on this application.

4) When Did Darin Default on the Debt?

[36] In order for a default to occur in this case, two things had to happen. First, a demand had to have been made. Second, Laurie must have been aware or ought to be aware that she would not be repaid after the demand was made. With this in mind, I consider the evidence.

[37] On January 13, 2019, Laurie texted Darin that he owed “\$50,000.” Laurie acknowledged this was a typographical error, and it should have been \$150,000. The words of this text only identify an amount is owed; it does not ask for repayment or set out when payment was expected. As such, I find that no demand on the Debt had been made at that time.

[38] On February 4, 2019, Laurie texted Darin, “Not a bank! When are you going to pay me back?” At first blush, this text has some resemblance to a demand. However, in my view, this text should not be classified as a demand for payment. The words used indicate that Laurie was asking a question or making an inquiry which is different than a demand. At this point, the personal relationship between the parties had ended and Darin had been making payments towards the monies advanced. The

February 4, 2019 text was not a demand as necessary to support a default under the Debt.

[39] On March 18, 2019, Laurie texted Daren, “Are you going to pay your debt”. Darin’s reply the next day was, “u will get rest”. Laurie’s text message again is not a demand but an inquiry as to whether Darin intended to pay the Debt. In any event, at this point, there had been no default in light of Darin’s confirmation he still intended to pay the Debt.

[40] On April 16, 2019, Darin made a payment of \$500. The making of this payment was, at the very least, an acknowledgment of the Debt and an indication that he was making efforts to repay the Debt. In any event, there has been no demand and thus there is no default at this point.

[41] Just over a week later, on April 23, 2019, Laurie messaged Darin, “Send me money for the fertilizer, chemical, fuel hail ins. And crop insurance. You have all the receipts too”. On its face, this message communicated an expectation of repayment for these items, which forms a significant portion, if not all, of the Debt. However, the text is ambiguous; it does not outline the specific amount owed or the expected time for repayment. Based on this and all the other evidence, including the context of the relationship of the parties, I do not find that this text is sufficiently clear or detailed to conclude it was a demand for the purposes of a demand loan.

[42] On March 19, 2020, Laurie texted Darin, “I have been laid off work indefinitely. Can you please start paying back the \$150 thousand dollars you owe me!”. This text appears to be clearer than the previous texts. The text identifies that Laurie was requesting repayment of the money in a sum certain. In addition, there was some urgency conveyed regarding repayment due to her lay off. In my view, it would be objectively understood that Laurie was demanding payment of the \$150,000 Debt and it was immediately payable because of her work situation and financial need. As such,

I find this text message constituted a demand.

[43] The demand on the Debt in March 2020, satisfied the condition precedent, as described by the Ontario Court of Appeal, to the limitation period potentially starting as of this date. That is not to say that default occurred on that date, but it is the very first date that a limitation clock could have been said to have started. Again, *Weimer* at paras 22-23, confirms that a default for limitation period purposes is “subsequent to a demand and that the default occurs when repayment is not made within the contemplated time line.” Therefore, the demand does not necessarily mean that there was a default.

[44] However, the Claim was commenced on July 20, 2021, and this is within two years of the demand. As such, it is inconsequential in this case whether default occurred at sometime later than the demand. The Claim was commenced within the two-year period following the demand which is the very first time that a default could be even argued to have occurred. As such, the Claim is not barred by a limitation period.

5) Was There an Agreement as to Interest?

[45] It was conceded during submissions that there was no evidence before me that the parties agreed that interest would be paid on the Debt. In fact, Darin denies that interest was to be paid on the debt. Without a mutual agreement to pay interest, I have concluded that it is most appropriate to order pre-judgment interest. As such, I order that Darin is to pay pre-judgement interest starting on March 19, 2020.

VII. CONCLUSION

[46] I find that I can and should allow the application for summary judgment for the foregoing reasons. Accordingly, I find that Laurie shall have judgment against Darin in the amount of \$132,634.83.

[47] Laurie shall also receive pre-judgment interest from March 19, 2020. If

issues arise as to the calculation of interest, the parties have leave to apply to the Court for further directions.

VIII. COSTS

[48] Laurie shall have her costs of the action and the application on Column II.

J.
M.E. TOMKA