

CITATION: Hunton Andrews Kurth LLP v. Stinson, 2026 ONSC 4500

COURT FILE NO.: CV-25-91826

DATE: 2026-08-04

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Hunton Andrews Kurth LLP, Applicant

AND:

Harry Stinson, Respondent

BEFORE: Bordin J.

COUNSEL: John Mather – for the Applicant

Self- Represented – for the Respondent

HEARD: August 4, 2026

ENDORSEMENT

Overview

[1] The applicant seeks the recognition and enforcement of a judgment issued in the State of New York. The application was argued before me this morning. After hearing submissions and a recess to consider the issues, I advised the parties that I was granting the order with written reasons to follow today. As promised to the parties, these are those reasons.

[2] Mr. Stinson opposes the application, principally on the basis that a promissory note and guarantee he signed was obtained under duress by the applicant.

[3] The New York judgment arises out of a February 22, 2023, promissory note and guarantee (collectively, the “Promissory Note”). Mr. Stinson does not deny signing the Promissory Note. In the Promissory Note, Mr. Stinson personally guaranteed payment of legal fees owed by Buffalo Grand Hotel Inc. (“Buffalo Grand”), to the applicant. Pursuant to the Promissory Note, Mr. Stinson also consented to have any disputes resolved by the courts of New York State.

[4] Mr. Stinson admits in his affidavit sworn December 31, 2025, that he provided the guarantee. He asserts the Judgment was “obtained under duress, deliberately and consciously exploiting the circumstances under which the Promissory Note and guarantee were signed”. Mr. Stinson provides details in his affidavit regarding the underlying litigation for which the applicant was retained. He states that on February 17, 2023, the applicant demanded payment of \$70,000 toward fees for upcoming examinations under oath. Those examinations were scheduled to commence 11 days later on February 28, 2023. Mr. Stinson further states that \$70,000 was paid by a third party on February 21, 2023. The applicant sent him the Promissory Note on February

22, 2023, and Mr. Stinson signed it. The examinations were still 6 days away. Mr. Stinson states that after he signed the Promissory Note, the applicant further pressured him to agree to a 12.5% success fee in addition to its hourly rates, or to make immediate payment of the amounts owing. Mr. Stinson advised the applicant that Buffalo Grand did not have the funds to pay and that there was not enough time to obtain the consent of a third-party mortgagee.

[5] Mr. Stinson submits that this application to enforce the Judgment is an “improper attempt to bypass a trial where the full background and factors should be considered.

[6] The amount owed to the applicant under the Promissory Note was not paid. Demands for payment were made of Mr. Stinson. The applicant sued Mr. Stinson in New York State. Mr. Stinson was personally served. Mr. Stinson initiated contact with the applicant to negotiate a settlement. The applicant’s lawyer first checked to see whether Mr. Stinson had a lawyer. He said he did not. Mr. Stinson ultimately agreed to a settlement in which he and Buffalo Grand agreed to waive any defences, including jurisdiction, consented to the jurisdiction of the Supreme Court of New York, New York County, and consented to judgment for payment of the amounts owed plus interest, costs, and disbursements on a joint and several basis (the “Judgment”).

[7] The applicant agreed to refrain from enforcing the Judgment for 60 days after its entry and to vacate the Judgment if Buffalo Grand or the respondent paid the full Judgment amount within the 60-day standstill period.

[8] In reaching the settlement of the New York action with the applicant, the respondent confirmed he had the opportunity to consult with counsel of his choice prior to signing the settlement agreement and that he was executing the agreement voluntarily and with full knowledge and understanding of its terms. The respondent reviewed the agreement before signing it.

[9] The Judgment was entered on May 8, 2024, fixing the amount owing in US dollars. Pursuant to the settlement agreement, the amount owing was due on July 7, 2024. The Judgment was served on Mr. Stinson. The Judgment was not paid by July 7, 2024. In August 2025, Mr. Stinson advised the applicant that he had retained counsel. Communication between counsel ensued and continued until May 2025. No payments were made or have been made on the Judgment to date.

[10] The time for an appeal of the Judgment has long since passed. No appeal was made by the respondent.

[11] A foreign judgment will be recognized and enforceable in Ontario where it is for a debt or definite sum of money that is final and conclusive and was rendered by a court of competent jurisdiction. A foreign judgment is evidence of a debt. All the enforcing court needs is proof that the judgment was rendered by a court of competent jurisdiction, that it is final, and proof of its amount. Absent evidence of fraud, a violation of natural justice or of public policy, the enforcing court is not interested in the substantive or procedural law of the foreign jurisdiction in which the judgment sought to be enforced was rendered. See *Pro Swing Inc. v Elta Golf Inc.*, 2006 SCC 52, at paras. 9-11.

[12] In short, my role is not to decide whether Mr. Stinson had a defence to the judgment on the merits. The issues raised by Mr. Stinson do not undermine the test in *Pro Swing*. I agree with the

applicant's written submissions in its factum that the evidence establishes that the *Pro Swing* test for recognizing the Judgment has been met. The Judgment was for a debt or definite sum of money. It was rendered by a court of competent jurisdiction. There was a real and substantial connection with the New York State courts. Buffalo Grand is a New York corporation with property in the state. Mr. Stinson carried on business in New York State through Buffalo Grand. The applicant is a New York registered law firm. Further, Mr. Stinson consented to the Judgment and jurisdiction of the courts of New York. The Judgment is final and conclusive. The time to appeal has long since passed.

[13] I must also examine the scope of defences available to contest the recognition of the Judgment: *Beals v Saldanha*, 2003 SCC 72, at para. 39. The existing defences of fraud, natural justice, and public policy are narrow in application: *Beals* at paras. 40-41. Mr. Stinson does not allege fraud, and there is no evidence of the type of fraud required to decline to enforce the Judgment. Mr. Stinson made a conscious decision not to defend the New York action. He cannot now raise the defence of fraud.

[14] While an enforcing court must ensure that the defendant was granted a fair process, the burden of alleging unfairness in the foreign legal system rests with the defendant in the foreign action, that is, Mr. Stinson: *Beals*, at para. 61. Natural justice is restricted to the form of the foreign procedure and due process; it does not relate to the merits of the case: *Beals*, at para. 64. Mr. Stinson does not allege a denial of natural justice. Moreover, there is no evidence of a denial of natural justice. Mr. Stinson was given notice of the claim against him, and the opportunity to defend. He chose to negotiate a resolution.

[15] The third defence is the public policy defence which prevents the enforcement of a foreign judgment that is contrary to the Canadian concept of justice. The defence turns on whether the foreign law is contrary to our view of basic morality: see *Beals*, at para. 71. Mr. Stinson does not allege the Judgment is contrary to public policy. There is no basis upon which the Judgment should not be recognized for public policy reasons.

[16] It is evident from Mr. Stinson's affidavit and his submissions that the duress he alleges is economic duress with respect to the execution of the Promissory Note, not the Judgment itself. He complains of pressure exerted upon him to reach an agreement with the applicant, who was then acting for Buffalo Grand, regarding legal fees. He says he was in a difficult position because of Buffalo Grand's precarious financial situation, the pending examinations under oath, and the need to move the underlying litigation forward. He submits that the applicant adjourned the examinations under oath, resulting in a delay of many months which was prejudicial to the settlement ultimately reached in the underlying issues between Buffalo Grand and its insurers. These matters all should have been raised in defence of the New York action. Mr. Stinson did not raise these in the New York action. Instead, Mr. Stinson negotiated a settlement of the New York action. They are not matters which prevent the recognition of the Judgment.

[17] Further, it is not clear that duress is a basis for resisting enforcement of the Judgment in Ontario. Even if it is, Mr. Stinson must establish two things for economic duress: first, that he was subjected to pressure applied to such an extent that there was no choice but to submit, and second, that the pressure applied was illegitimate: *Kawartha Capital Corp v 1723766 Ontario Limited*,

2020 ONCA 763, para. 11. To satisfy the first part of this test, the court considers the four factors set out in *Kawartha*, at para. 11:

- a. Did the party protest at the time the contract was entered into?
- b. Was there an effective alternative course open to the party alleging coercion?
- c. Did the party receive independent legal advice?
- d. After entering into the contract, did the party take steps to avoid it?

[18] Mr. Stinson has not satisfied the four factors, whether it is with respect to duress that applies to Mr. Stinson's execution of the Promissory Note and guarantee, or whether it is duress that applies to the Judgment. To be clear, it is my view that the former is not to be considered in determining whether the test for recognition of the Judgment has been met. However, as it is the thrust of Mr. Stinson's argument, I address it.

[19] Mr. Stinson has not established that he was "subjected to pressure applied to such an extent that there was no choice but to submit" to the Promissory Note. There is no indication in the evidence that Mr. Stinson protested before signing the Promissory Note and guarantee, other than his statement that Buffalo Grand lacked the funds to pay the applicants. In fact, this would be a reason requiring Mr. Stinson to sign the Promissory Note and guarantee. Mr. Stinson had a choice regarding the Promissory Note and the guarantee. He could refuse to sign and retain new counsel. He signed it six days before the examinations were to commence. The examinations under oath might not proceed, but they could be rescheduled. According to Mr. Stinson's evidence, the examinations under oath were delayed many months anyway. Mr. Stinson alleges that the applicant further pressured him, but this occurred after he signed the Promissory Note. Finally, Mr. Stinson took no steps to avoid the Promissory Note and guarantee after signing it.

[20] Although this is not what Mr. Stinson argued before me, I agree with the applicant's submissions at paragraphs 49 through 52 of its factum with respect to application of the four factors in paragraph 11 of *Kawartha* to an assertion that the Judgment was obtained under economic duress. All four factors favour a conclusion that the first part of the test for economic duress is not made out with respect to the Judgment.

[21] Finally, even if Mr. Stinson had met the first part of the test in *Kawartha*, he must go on to satisfy the second prong by showing that the pressure exerted was illegitimate. Not all pressure, economic or otherwise, constitutes duress sufficient to make an agreement unenforceable against a party who was compelled by duress to enter into it. The pressure must be pressure that the law regards as illegitimate: *Taber v Paris Boutique & Bridal Inc (Paris Boutique)*, 2010 ONCA 157, at para. 9.

[22] Even accepting the respondent's version of events as true, the applicant's negotiation regarding its legal fees was not illegitimate pressure. Counsel and clients routinely negotiate legal fees, especially before a major step in litigation and where the client states it has no funds to pay. There is no evidence to support a finding of illegitimate pressure in either the signing of the

Promissory Note or the negotiation of the settlement of the New York Action and the terms of the Judgment.

[23] The Judgment should be recognized and enforced in Ontario. I make an order in accordance with the terms of the draft order found at pages A327-A330 of Case Center, subject to the following comments.

[24] The applicant is entitled to costs. The applicant seeks \$25,000 in costs on a partial indemnity basis. The applicant acknowledges that this was a relatively straightforward matter and that, while Mr. Stinson was cross-examined for approximately 90 minutes on his brief affidavit, he was cooperative throughout. Mr. Stinson submits that costs in the range of \$12,000 to \$15,000 are more reasonable.

[25] Subject to the provisions of an Act or the rules of this court, costs are in the discretion of the court: s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. In exercising that discretion, I may consider, in addition to the result in the proceeding and any offer to settle, the factors enumerated in rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194.

[26] A costs award should reflect what the court views as a fair and reasonable amount that should be paid by the unsuccessful party rather than any exact measure of the actual costs to the successful litigant: *Zesta Engineering Ltd. v. Cloutier* (2002), 21 C.C.E.L. (3d) 161 (Ont. C.A.), at para. 4.

[27] In fixing costs, the overriding principle is reasonableness. As stated in *Davies v. Clarington (Municipality) et al.*, 2009 ONCA 722, 100 O.R. (3d) 66, at para. 52: “Rather than engage in a purely mathematical exercise, the judge awarding costs should reflect on what the court views as a reasonable amount that should be paid by the unsuccessful party rather than any exact measure of the actual costs of the successful litigant”. It is necessary to step back and consider the result produced and question whether, in all the circumstances, the result is fair and reasonable: *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.), at paras. 24 and 26.

[28] Having considered all the factors, including the bill of costs, I find that the time spent on this matter was somewhat excessive and the costs sought are not fair and reasonable. Instead, I fix costs at \$19,000, all-inclusive, payable by Mr. Stinson to the applicant within 30 days.

[29] Pursuant to s. 121(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, the order recognizing the Judgment must require payment “of an amount in Canadian currency sufficient to purchase the amount of the obligation in the foreign currency at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the creditor”. Section 121(4) provides that where the court “is satisfied that conversion of the amount of the obligation to Canadian currency as provided in subsection (1) would be inequitable to any party, the order may require payment of an amount in Canadian currency sufficient to purchase the amount of the obligation in the foreign currency at a bank in Ontario on such other day as the court considers equitable in the circumstances.”

[30] The current amount owing in USD is \$189,876.86.

[31] The applicant proposes that the Bank of Canada exchange rate on the last available business day, Friday, July 31, 2025, be applied. This would result in an exchange rate of 1.4029 and an amount due in Canadian dollars of \$266,378.20. Mr. Stinson does not object to this approach. The Royal Bank of Canada is a Schedule 1 Bank. By way of comparison, its exchange rate today is \$1.439. The RBC exchange rate today would require \$258,934.68 in Canadian dollars to purchase the required US dollar amount. This is significantly better than the Bank of Canada exchange rate proposed. I am not satisfied that the method proposed in s. 121(1) would be inequitable to Mr. Stinson. Notwithstanding Mr. Stinson's agreement with the exchange rate proposed by the applicant, I am not satisfied it should be used in substitution for the s. 121(1) methodology.

[32] Unfortunately, the above difference came to my attention after the parties had been discharged for the day and the applicant has not had an opportunity to make submissions on the issue. Therefore, I would fix the exchange rate at today's RBC rate, and order that the amount in Canadian dollars required to purchase the US dollars currently owing is \$258,934.68. The applicant may either accept this amount or, if the applicant wishes to make further submissions on the exchange rate, schedule a 30-minute court appearance before me, on notice to Mr. Stinson, to address this issue. If the applicant is content with my order regarding the exchange rate and the amount required in Canadian dollars, the applicant may proceed to take out the order with the amount of \$258,934.68 inserted in paragraph 4 of the draft order and may correct the language in paragraph 4 to reflect that it is the rate of a Schedule 1 bank and not the Bank of Canada.

Bordin J.

Released: August 4, 2026