

# COURT OF APPEAL FOR ONTARIO

CITATION: Paterson Veterinary Professional Corporation v. Stilton Corp. Ltd.,  
2026 ONCA 590

DATE: 20260819

DOCKET: M57029 & M57420 (C65863)

Miller, Wilson and Madsen JJ.A.

BETWEEN

Paterson Veterinary Professional Corporation

Applicant (Respondent/  
Responding Party/Moving Party by way of cross-motion)

and

Stilton Corp. Ltd.

Respondent (Appellant/  
Moving Party/Responding Party by way of cross-motion)

Melvyn L. Solmon, for the moving party/responding party by way of cross-motion

David Fogel, for the responding party/moving party by way of cross-motion

Heard and rendered orally: August 18, 2026

On review of the order of Justice Steve Coroza of the Court of Appeal for Ontario,  
dated May 7, 2026.

## REASONS FOR DECISION

[1] The responding party, Paterson Veterinary Professional Corporation (“Paterson”), brought an action for specific performance of an agreement of purchase and sale of real property. The APS granted a lease to Paterson with an

option to purchase. The action was settled in December 2013. The terms of the agreement provided that following a five year lease extension, the moving party, Stilton Corp Ltd. ("Stilton"), would transfer title to Paterson and Paterson would pay the purchase price of \$1,250,000 plus HST.

[2] Paterson tendered in 2018. Stilton refused to close. Paterson was granted an order for specific performance of the settlement agreement and a vesting order. Stilton appealed to this court and brought an interim motion for a stay pending appeal. The motion was settled with the parties agreeing to a consent order staying the judgment on terms. The terms included an order that Paterson make monthly payments of taxes, maintenance, and insurance of \$1,719.51 without prejudice to Paterson's right to argue that no TMI was payable. Paterson did not consent to Stilton's demand for a monthly payment of rent \$7,300.

[3] Stilton's appeal was ultimately dismissed on September 24, 2019 and Stilton was ordered to transfer title within 30 days, failing which title was to vest in Paterson within 90 days of it performing its contractual obligations.

[4] Paterson tendered on October 21, 2019 and was refused. Paterson then brought a motion for an order to vest title on payment of the purchase monies into court.

[5] Stilton sought a stay pending an application for leave to appeal to the Supreme Court. The stay was granted and the motion to vest was adjourned *sine die*. Paterson was to continue to pay monthly TMI, without prejudice.

[6] Leave to appeal to the Supreme Court was refused April 2, 2020.

[7] Six years later, Paterson scheduled a hearing of the adjourned motion for a vesting order, to give effect to the September 24, 2019 order. Stilton brought a cross-motion to dismiss and seeking various relief in the alternative, including a set-off of rent.

[8] The delay in renewing the motion was explained to the satisfaction of the motion judge. There were steps taken in the interim, and the motion had been adjourned *sine die* on consent. The motion judge granted Paterson's motion to enforce the order.

[9] Stilton has now sought a review of the motion judge's decision.

[10] Essentially, Stilton objects that Paterson should be disentitled to an equitable order for having delayed in renewing the motion. Stilton argues that it has been prejudiced on account of being denied rent during the period of delay, or having the benefit of the purchase monies. Stilton argues that the motion judge erred in not considering Paterson's breaches of court orders in determining whether Paterson was entitled to equitable relief.

[11] We do not agree that there is any basis to set aside the motion judge's order. Stilton has repeatedly breached its contractual obligations. It is not in a strong position to complain about Paterson. Contrary to the submissions of Stilton, Paterson was never ordered by this court to pay rent and was therefore not in default of the order. The motion judge did not err in the exercise of his discretion. Whether rent should be payable to Stilton is not a matter to be decided on this motion. Stilton has an action outstanding in the Superior Court, which is the correct venue to pursue this claim.

[12] The motion is dismissed. Costs of the motion are payable to the responding party in the amount of \$10,000 all inclusive, as agreed between the parties.

"B.W. Miller J.A."  
"D.A. Wilson J.A."  
"L. Madsen J.A."