

**NOVA SCOTIA COURT OF APPEAL**

**Citation:** *Newline Canada Insurance Limited v. Fiera Private Debt Fund III LP*,  
2026 NSCA 71

**Date:** 20261002

**Docket:** CA 551067

**Registry:** Halifax

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C., c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OR ARRANGEMENT 3306133 NOVA  
SCOTIA LIMITED, 1003940 NOVA SCOTIA LIMITED, HEADLINE  
PROMOTIONAL PRODUCTS LIMITED, BRACE CAPITAL LIMITED,  
BRACE HOLDINGS LIMITED AND 4648767 NOVA SCOTIA LIMITED

**Between:**

Newline Canada Insurance Limited

Appellant

v.

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP,  
each by their general partner, Fiera Private Debt GP Inc.,  
3306133 Nova Scotia Limited, 1003940 Nova Scotia Limited,  
Headline Promotional Products Limited, Brace Capital Limited,  
Brace Holdings Limited, 4648767 Nova Scotia Limited,  
Eckler Admin Corp. Ltd., Ian Scott, Mark Lever, Sarah Dennis,  
and AIG Insurance Company of Canada

Respondents

**Judges:** Wood, C.J.N.S., Farrar and Bourgeois, JJ.A.

**Appeal Heard:** September 9, 2026, in Halifax, Nova Scotia

**Written Release:** October 2, 2026

**Held:** Leave to appeal granted and appeal allowed, with costs of  
\$10,000.00 payable by the respondent Eckler Admin Corp. Ltd. to

Newline Canada Insurance Limited, per reasons for judgment of  
Farrar, J.A.; Wood, C.J.N.S. and Bourgeois, J.A. concurring.

**Counsel:**

Roderic McLauchlan, George Nathanael and Grace MacCormick,  
for the appellant  
Michael Murphy and Melissa Pike, for the respondent Eckler  
Admin Corp. Ltd.

## Reasons for judgment:

### Background

[1] The Halifax Herald Limited (the Herald) was a media and publishing company in Atlantic Canada. It was a wholly-owned subsidiary of Brace Holdings Limited. At all material times, Mark Lever, Ian Scott and Sarah Dennis were directors and officers of the Herald.<sup>1</sup> The Herald was the sponsor and administrator of the Herald Retirement Plan (the Plan). In 2018 and 2019, the Herald failed to make pension contributions to the Plan as required under the *Nova Scotia Pensions Benefit Act*<sup>2</sup> and the *Pension Benefits Regulations*.<sup>3</sup>

[2] On March 13, 2024, the Herald sought protection under the *Company Creditors Arrangement Act*.<sup>4</sup> Justice John Keith was assigned as a supervising judge in the Herald CCAA proceedings (the CCAA Judge). On that same day the CCAA Judge issued the Initial Order.

[3] On March 20, 2024, the respondent Eckler Admin Corp. Ltd. (Eckler) was appointed interim administrator of the Plan.

[4] On March 26, 2024, the CCAA Judge issued a Second Amended and Restated Initial Order. The Order had a Stay Period which prevented proceedings being commenced or continued against any of the directors or officers of the Herald. It provided:

16. During the Stay Period [...] no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Companies with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Companies ...

[5] On August 8, 2024, the CCAA Judge issued the Herald Sale Approval and Vesting Order (the Vesting Order). The Vesting Order contained a broad release which would preclude action against the D&Os except “(z) any claim or liability that is an insured claim under any insurance policy maintained by any of the Sellers or their advisors”.

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<sup>1</sup> I will refer to Lever, Scott and Dennis collectively as the D&Os.

<sup>2</sup> S.N.S. 2011 c 41.

<sup>3</sup> NS Reg. 200/2015.

<sup>4</sup> R.S.C. 1985 c C-36.

[6] On October 21, 2024, Eckler commenced an action against the Herald (the Herald Action).

[7] On November 6, 2024, Eckler brought a motion to lift the stay of proceedings so it could commence an action against the D&Os. The CCAA Judge adjourned the motion without day, but granted leave to commence the action. He imposed a stay in that action providing no steps would be taken without leave of the court. Issued on November 27, 2024, the Order provides:

**IT IS HEREBY ORDERED THAT:**

1. Eckler's motion is adjourned *sine die*.
2. In the interim, leave is hereby granted pursuant to Paragraph 16 of the SARIO to permit Eckler to commence an action against the D&Os pursuant to the draft statement of claims attached as Exhibit "A" to the Affidavit of Kimberley A. Ozubko sworn November 4, 2024 (the "**Action**") to seek recourse under any available insurance policies (the "**Policies**").
3. No further steps shall be taken in the Action without leave of the Court.

[8] On November 28, 2024, Eckler commenced action against the D&Os.

[9] Although the defendants differ in the Herald and D&O Actions, the underlying allegations and causes of action are essentially the same.

[10] The actions alleged that while in a conflict of interest, the Herald and the D&Os (a) diverted funds to the Herald's digital strategy – instead of making contributions to the Plan; (b) directed legal expenses incurred to fund litigation over the unpaid contributions to be paid out of the Fund; (c) breached Nova Scotia's *Pensions Benefit Act*; and (d) breached their fiduciary duties.

[11] AIG Insurance Company of Canada (AIG) issued a Fiduciary Liability Policy (the AIG Policy) to Brace Holdings Limited for the period of October 22, 2023 to October 22, 2024. The Herald is an insured as defined in the AIG Policy.

[12] The appellant Newline Canada Insurance Limited (Newline) issued a Directors and Officers Liability Policy (the D&O Policy) to Brace Holdings Limited which was in force from November 30, 2023 to November 30, 2024. Subject to the terms of the D&O Policy, it agrees to pay on behalf of the D&Os loss resulting from any claim.

[13] By notice of motion filed on March 31, 2025, Eckler sought various forms of declaratory relief in connection with the coverage issued under the AIG and D&O Policies, including that:

1. AIG had a duty to defend the Herald and its D&Os against the claims raised in the Herald Action and the D&O Action;
2. Under the D&O Policy, Newline had a duty to advance defence costs to the D&Os so they might defend the claims in the same two actions;
3. The Eckler claims do not form part of the broad release language contained in the Vesting Order and instead are carved out of that release as part of the insured claims; and
4. AIG and Newline had a duty to indemnify for losses associated with the Eckler claims.

[14] By decision dated January 30, 2026<sup>5</sup> and by order dated April 10, 2026, the CCAA Judge found that AIG had a duty to defend both the Herald and the D&O Actions. AIG has not appealed the decision or order.

[15] The order also declared that Newline had a duty to advance defence costs to the D&Os to defend the Eckler claims.

[16] The CCAA Judge dismissed Eckler's motion asking for a declaration that AIG and Newline had a duty to indemnify for losses associated with the Eckler claims.

[17] Finally, he found the Eckler claims did not form part of the broad release language contained in the Vesting Order.

[18] By agreement of the parties, costs of the motions were fixed at \$25,000.00 to be paid by Newline to Eckler.

[19] Newline sought leave to and, if granted, to appeal the CCAA Judge's decision. Eckler was the only named respondent to participate in the appeal.

[20] Newline also seeks to have this Court interpret the D&O Policy and declare that coverage is excluded by the wording of the policy.

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<sup>5</sup> Reported 2026 NSSC 35.

[21] For the reasons that follow, I would allow the appeal<sup>6</sup> and set aside the CCAA Judge's determination s. 11 of the CCAA was broad enough to provide the CCAA Court with authority to determine the motions against Newline. I decline to embark upon an interpretation of coverage under the D&O policy.

[22] AIG has not appealed the CCAA Judge's decision. As a result, nothing in this decision has any impact on the CCAA Judge's findings as they relate to AIG.

### Issues

[23] Newline identifies the following issues in its factum:

1. Whether the CCAA Judge made an error of law by finding that s. 11 of the CCAA provides Eckler with standing to bring its underlying motion;
2. Whether the CCAA Judge misdirected himself in ruling that the insuring clause of the Newline insurance policy was engaged (despite the alleged misconduct against the individual defendants not being in the capacity of Directors and Officers of the Herald);
3. Whether the CCAA Judge misdirected himself as to the application and interpretation of Exclusion E and Exclusion L in the D&O Policy.

[24] It is only necessary to address the first issue raised by Newline. However, I would reword this ground of appeal as follows:

1. Did the CCAA Judge err in exceeding the authority granted by s. 11 of the CCAA?

[25] I will also explain why I have not addressed Grounds 2 and 3 as set out in the Newline factum.

### Standard of review

[26] A high degree of deference is owed to discretionary decisions made by a judge supervising a CCAA proceeding. Appellate intervention will be justified if the decision "is founded upon an error of law, an error in the application of the

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<sup>6</sup> Leave to appeal was granted at the outset of the oral hearing.

governing principles or a palpable and overriding error in the assessment of the evidence”<sup>7</sup> and where the supervising judge erred in principle or exercised their discretion unreasonably.<sup>8</sup>

[27] In *Homburg*,<sup>9</sup> this Court noted:

[30] On an appeal from the decision of a judge, this Court applies correctness to issues of law, including those that are extractable from issues of mixed fact and law. We apply palpable and overriding error to issues of either fact or mixed fact and law with no extractable legal error. Palpable and overriding means the error is clear and affected the outcome.

[28] A correctness standard applies to the determination of the CCAA Court’s authority under the CCAA.

### **Leave to appeal**

[29] As a preliminary matter, s. 13 of the CCAA requires leave to appeal when appealing a CCAA order. At the outset of oral argument the parties were advised leave to appeal was granted. It is not necessary to address it further.

### **Analysis**

#### **Issue 1 – Did the CCAA Judge err in exceeding the authority granted by s. 11 of the CCAA?**

[30] Section 11 of the CCAA provides:

##### **General power of court**

**11** Despite anything in the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.<sup>10</sup>

<sup>7</sup> *Babineau et al v. Crossman et al.*, 2025 NBCA 71 at para. 13.

<sup>8</sup> 9354-9186 *Québec inc. v. Callidus Capital Corp.*, 2020 SCC 10, [2020] 1 SCR 521 at para. 53.

<sup>9</sup> *Homburg v. Stichting Autoriteit Financiële Markten*, 2017 NSCA 62 at para. 30.

<sup>10</sup> *Companies Creditors Arrangement Act*, RSC c C-36 at s. 11.

[31] The powers afforded to a judge under s. 11 are broad. However, they are not unfettered.<sup>11</sup> In 9354-9186 *Québec inc. v. Callidus Capital Corp.*,<sup>12</sup> the Supreme Court of Canada held:

[49] The discretionary authority conferred by the CCAA, while broad in nature, is not boundless. ***This authority must be exercised in furtherance of the remedial objectives of the CCAA***, which we have explained above (see *Century Services*, at para. 59). Additionally, the court must keep in mind three “baseline considerations” (at para. 70), which the applicant bears the burden of demonstrating: (1) that the order sought is appropriate in the circumstances, and (2) that the applicant has been acting in good faith and (3) with due diligence (para. 69).

[Emphasis added]

[32] In *Century Services Inc. v. Canada (Attorney General)*,<sup>13</sup> the Supreme Court recognized the remedial purpose must be to assist in the reorganization of the debtor company:

[59] Judicial discretion must of course be exercised in furtherance of the CCAA’s purposes. The remedial purpose I referred to in the historical overview of the Act is recognized over and over again in the jurisprudence. To cite one early example:

The legislation is remedial in the purest sense in that it provides a means whereby the devastating social and economic effects of bankruptcy or creditor initiated termination of ongoing business operations can be avoided while a court-supervised attempt to reorganize the financial affairs of the debtor company is made.

[33] The issue of the duty to fund defence costs and entitlement to coverage for the D&O Action under the D&O Policy is not a matter between the debtor company and its creditors. It is a matter between Newline and the insured persons under its D&O Policy, the directors and officers, not Eckler.

<sup>11</sup> *Stelco Inc. (Bankruptcy), Re.*, 2005 CanLII 8671 (ON CA) at paras. 32 and 44 [*Re Stelco*].

<sup>12</sup> 2020 SCC 10, [2020] 1 SCR 521 at para. 49.

<sup>13</sup> 2010 SCC 60, [2011] 3 SCR 379 at para. 59 [*Century Services Inc.*].

[34] In its brief filed in support of the lifting of the stay so it could commence action against the D&Os, Eckler essentially acknowledged the action against the D&Os did not further the objectives of the CCAA. It stated:

[...] using the Stay of Proceedings to prevent Eckler from commencing the Proposed Claim does not further the objectives of the CCAA. ***The transaction for The Herald's assets has been completed, and there is no continuing business.***

[Emphasis added]

[35] The brief continues:

[...] The Proposed Claim is merely a prerequisite for claiming against the existing insurance. ***There is no impact on the Debtors' ability to restructure.***

[Emphasis added]

[36] The CCAA Judge addressed Newline's arguments with respect to the CCAA Court's authority as follows:

[36] In *Century Services Inc. v. Canada (Attorney General)*, 2010 SCC 60 ("*Century Services*"), the Supreme Court of Canada confirmed a "single proceeding model" under the CCAA which contemplates a single, orderly, and collective claims management process that avoids, for example, the risk that more aggressive creditors will realize against the assets while other creditors seek a compromise (at para. 22).

[37] Finally, the Court gives the CCAA a large and liberal interpretation consistent with the remedial nature of the legislation and consistent with the purpose of the CCAA. Procedurally, the Court generally seeks to act in a manner that offers a forum for the efficient and principled resolution of disputes.

[38] Addressing Eckler Claims through these CCAA proceedings conforms with the underlying statutory intent and purpose. This process under the CCAA incorporates all of the named insureds as parties and is intended to address the assets and undertakings (including claims for and against) those parties. Thus, the Vesting Order which was issued in the context of these proceedings released the Directors and Officers, but specifically excluded (or carved out) insured claims under any insurance policy maintained by The Herald. I note that both the Monitor and The Herald expressly consented to the terms of the Vesting Order, further intertwining the assessment of these issues raised by Eckler.

[39] Second, this conclusion is consistent with the decision of Cavanagh, J. In *The Matter of the Companies' Creditors Arrangement and a Plan of Compromise or Arrangement of 14487893 Canada Inc.*, 2024 ONSC 5220 ("*Just Energy*"). In *Just Energy*, the Court issued an Order approving a sale transaction but the Order expressly confirmed that the company's Directors and Officers were not released

“... to the limited extent of maintaining claims against insurance policies that may be available to pay insured claims” (para. 6).

[40] The Court subsequently heard a preliminary dispute as to whether the insurers had coverage obligations under a Directors and Officers’ liability insurance policy issued just prior to the CCAA proceedings. The policies covered statutory wage-liability claims but excluded coverage for “Prior Acts”.

[...]

[42] Cavanagh, J. ultimately concluded that the “Prior Acts” exclusion unambiguously barred coverage for pre-filing conduct (at paras. 31–36, 58–59). In doing so, Cavanagh, J. clearly assumed jurisdiction and implicitly accepted the representative Plaintiff’s standing to bring the claims forward. In my view, *Just Energy* confirms that, in the circumstances of this case, the Court’s jurisdiction similarly extends to determine contested issues regarding the scope of coverage under Newline’s D & O Liability Policy. And that Eckler has standing to bring this Motion on behalf of those employees who were beneficiaries under The Herald’s Pension Plan.

[37] With respect, although the CCAA is to be given a large and liberal interpretation it must be tethered to the remedial purposes of the Act. The Eckler D&O Action has nothing to do with the CCAA proceedings. Any possible insurance proceeds under the D&O Policy are not assets of Brace Holdings Limited (or the Herald).

[38] Reliance on the “single proceeding model” referred to in *Century Services Inc.* is to group “all possible actions against the debtor into a single proceeding”.<sup>14</sup> However, the Eckler D&O Action is a claim against the D&Os, not the Herald.

[39] The *Just Energy* decision<sup>15</sup> referred to by the CCAA Judge does not support the reliance placed on it. In *Just Energy*, the representative plaintiff in the class action for unpaid wages filed proofs of claim asserting liability for unpaid wages against the debtor company and its directors and officers. The representative plaintiff later moved for an order directing that payment be made under certain directors and officers’ liability policies issued by various insurers. Without contesting the propriety of the plaintiffs’ order, the insurers then brought their own motion for a declaration that coverage was excluded under these policies. The insurers’ motion was granted by the CCAA court.

<sup>14</sup> *Century Services Inc. v. Canada (Attorney General)*, 2010 SCC 60, [2010] 3 S.C.R. 379 at para. 22.

<sup>15</sup> *In the Matter of the Companies’ Creditors Arrangement Act and a Plan of Compromise or Arrangement of 14487893 Canada Inc.*, 2024 ONSC 5220 [*Just Energy*].

[40] The authority of a CCAA court in *Just Energy* was not being contested. Both the representative plaintiff and the insurers implicitly agreed to have the coverages issue decided. No other authority has been cited for the proposition that a CCAA court is entitled to determine coverage under an insurance policy in the absence of the consent by the insurers of that policy.

[41] By allowing Eckler to pursue insurance coverage on behalf of the D&Os, the CCAA Judge exceeded his authority under s. 11 - it was not in furtherance of the remedial objectives of the CCAA.

[42] Further, allowing Eckler to pursue insurance coverage on behalf of the D&Os using the CCAA proceedings was also inconsistent with s. 28(1) of the *Insurance Act*,<sup>16</sup> which provides:

**Action against insurer**

**28 (1)** Where a person incurs a liability for injury or damage to the person or property of another, and is insured against such liability, and fails to satisfy a judgment awarding damages against him in respect of his liability, and an execution against him in respect thereof is returned unsatisfied, the person entitled to the damages may recover by action against the insurer the amount of the judgment up to the face value of the policy, but subject to the same equities as the insurer would have if the judgment had been satisfied.

[43] The CCAA Judge characterized this provision as the “optional process”:

[49] In my view and in the circumstances of this case, the optional process contemplated under s. 28(1) of the *Insurance Act* does not preclude the Court from taking jurisdiction of the Motions brought by Eckler. Rather, a potential procedure under **s. 28(1) of the Insurance Act admits of gaps that the Court retains jurisdiction to address under s. 11 of the CCAA**. My reasons include: ...

[Emphasis added]

[44] With respect, there is no “gap” in s. 28(1) that needs to be addressed under the CCAA. Rather than admit of a gap, the section fills one. It creates a right of action for claimants that would not otherwise be available as a result of the doctrine of privity of contract in the insurance law context.

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<sup>16</sup> *Insurance Act*, RSNS 1989, c 231 at s. 28(1).

[45] The appropriate procedure for a third party to recover under a policy of insurance was described in *Hemeon v. West Hants (District)*:<sup>17</sup>

[19] An applicant should be able to proceed to prove its case. If successful, obtain its judgment and seek relief under Section 28 of the *Insurance Act*. It is at this point that the issue of coverage should be determined.

[46] In *Carey Canada Inc., Re*,<sup>18</sup> also a CCAA proceeding, Carey sought a motion permanently staying the claims asserted by the respondents against Carey in two related actions arising out of alleged environmental contamination of property. The respondents brought a cross-motion for an order lifting any stay and permitting the actions against Carey to continue for the limited purpose of allowing them to obtain judgment against Carey. The judgment against Carey would only be enforceable against the liability insurance policies naming Carey as an insured or that would otherwise provide coverage for Carey in respect of the matters in issue in the Ontario action.<sup>19</sup>

[47] The situation in *Carey* is identical to the situation in which Eckler finds itself in its action against the D&Os. It is seeking to recover under the D&O Policy, however, it has not proceeded with its action. *Carey* explains how the litigation ought to unfold:

[12] In the instant case, assuming Carey’s insurers choose to deny the claims and not defend Carey in the actions, the Respondents would first seek to obtain judgment against Carey and then bring an action against the insurers pursuant to section 132(1) of the *Insurance Act*. At that point, the insurers would have every opportunity to assert their positions as to why the claims against Carey are not covered under the relevant insurance policies.

[48] Section 132 of the Ontario *Insurance Act* is similar in wording to s. 28(1) of the Nova Scotia *Insurance Act*.

[49] The CCAA Judge characterizes s. 28(1) of the *Insurance Act* as “permissive – not mandatory” because s. 28(1) uses the term “may”.<sup>20</sup> Respectfully, this is an error. The process under s. 28(1) of the *Insurance Act* is only “permissive” or “optional” in the sense that a plaintiff is entitled to pursue the defendant’s liability insurer but is not required to do so if it does not want to, in the same way that a

<sup>17</sup> 2008 NSSC 234 at para. 19.

<sup>18</sup> 2006 CanLII 41289 at para. 12 [*Carey*].

<sup>19</sup> *Carey* at para. 4.

<sup>20</sup> Decision at para. 49(1).

judgment creditor entitled to damages from a defendant is not required to take other steps to enforce a judgment against that defendant.

[50] Unless s. 28(1) of the *Insurance Act* is followed, Eckler is not, and cannot, be entitled to claim under the D&O Policy. No determination has been made that Eckler is entitled to damages from the D&Os, and no findings of fact have been made in the Eckler D&Os Action that would result in Newline's duty to indemnify the D&Os.

[51] Not only was it inappropriate to proceed with the motions under the CCAA, as they did not have a remedial purpose, the motions were premature. The CCAA Judge erred in finding he had authority to proceed with the motion.

[52] Eckler's motion amounted to a pre-emptive strike – it was attempting to have coverage determined before any liability was found against the D&Os.

[53] Eckler did not disguise the reason for its motion. At the outset of the motion, it made it clear it wanted the determination of coverage so it could decide whether to proceed with the actions against the Herald and the D&Os. Counsel for Eckler stated:

...the claims can only go ahead if they are "insured claims as that term is defined in the sale and vesting order. And AIG and Newline both say that the Eckler claims are not insured claims, and they have different reasons for that. So AIG, it's about notice and timing. And for Newline, it's about, subject matter exclusion.

And the fact is if they're right, we should stop now. The last thing we want is to keep throwing good money after bad, so to speak, and pursue this to the ends of the earth, if at the end of the day these claims are not insured claims. And if – on the other hand, if we are right, then we would want to move forward. ...At this point, we just want to know is the gate closed or is the gate open?

[54] The stated purpose of the motion before the CCAA Judge was to determine the practical and financial viability of proceeding with the actions. It was not for any purpose associated with the CCAA proceedings.

[55] Section 11 of the CCAA, despite its broad scope, cannot be interpreted to permit such a determination to be made when it has, admittedly, nothing to do with the CCAA proceeding.

[56] I would allow this ground of appeal.

**Issue 2 - Did the CCAA Judge misdirect himself in ruling that the insuring clause of the Newline insurance policy was engaged (despite the alleged misconduct against the individual defendants not being in the capacity of Directors and Officers of the Herald)?**

**Issue 3 - Did the CCAA Judge misdirect himself as to the application and interpretation of Exclusion E and Exclusion L in the D&O Policy?**

[57] I have found that the CCAA did not give the CCAA Judge authority to embark on the inquiries which he did. Similarly, it cannot give this Court the authority to interpret the D&O Policy. Once it was found that the CCAA Court did not have authority to grant the motion in the CCAA proceeding, this Court has no more authority than the lower court had to determine coverage, liability or exclusions under the D&O Policy.

[58] For these reasons I decline to entertain Grounds 2 and 3. By not addressing these grounds of appeal I am in no way endorsing the CCAA Judge's findings (or lack thereof) challenged under these grounds of appeal. If, and when, Eckler proceeds with its actions as against the D&Os, and should the D&Os seek to have the issues regarding defence costs and coverage determined, it should be done in that proceeding with a proper record, submissions and by a proper motion before a Supreme Court Judge.

[59] To decide it at the appellate level in the first instance where the D&Os are not even participants, would preclude appellate review.

## **Conclusion**

[60] Leave to appeal has been granted. I would allow the appeal and set aside the order of the CCAA Judge dated April 10, 2026, insofar as it relates to Newline's D&O Liability Policy.

[61] I would order Eckler to repay to Newline the \$25,000.00 costs as agreed to by the parties in the proceeding below.

[62] Further, I would order Eckler to pay costs on this appeal to Newline in the amount of \$10,000.00, inclusive of disbursements, payable forthwith and in any event of the cause.

Farrar, J.A.

Concurred in:

Wood, C.J.N.S.  
Bourgeois, J.A.