

Action No.: 1503 17313
E-File No.: EVQ15THOMPSONDERE1
Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

BETWEEN:

DEREK THOMPSON

Applicant(s)

and

ALBERTA OCCUPATIONAL HEALTH & SAFETY COUNCIL
STERLING CRANE

Respondent(s)

Action No.: 1503 17323

AND BETWEEN:

PROCRAVE INC., operating under the trade name of STERLING
CRANE

Applicant

and

DEREK THOMPSON AND OCCUPATIONAL HEALTH AND SAFETY

Respondent

PROCEEDINGS

Edmonton, Alberta
December 15, 2015

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TABLE OF CONTENTS

Description		Page
December 15, 2015	Morning Session	1
Discussion		1
Submission by Mr. Weber		2
Submission by Mr. Thompson		4
Submission by Mr. Shores		7
Submission by Mr. Weber (Rebuttal)		8
Submission by Mr. Thompson		10
Submission by Mr. Weber (Costs)		23
Submission by Mr. Thompson (Costs)		26
Order (Costs)		27
Certificate of Record		30
Certificate of Transcript		31

1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

2 _____
3 December 15, 2015 Morning Session

4
5 The Honourable Mr. Justice Little Court of Queen's Bench of Alberta

6
7 G. Weber For the Applicant

8 W. W. Shores, Q.C. For the Respondent

9 D. Thompson For the Applicant on Action No. 1503-17313

10 P. Copeman Court Clerk

11 _____
12

13 **Discussion**

14

15 THE COURT: Okay. Thank you for your patience, gentlemen,
16 and your indulgence of the other counsel.

17

18 MR. WEBER: Good morning, My Lord. My name is Greg
19 Weber and I'm for Procrane Inc.

20

21 THE COURT: I'm sorry, I missed the last name.

22

23 MR. WEBER: Weber, W-E-B-E-R.

24

25 THE COURT: Thank you.

26

27 MR. WEBER: Over here we have Derek Thompson.

28

29 MR. THOMPSON: Yes, Your Honour.

30

31 MR. WEBER: And --

32

33 THE COURT: Mr. Shores.

34

35 MR. WEBER: -- Mr. Shores representing Occupational Health
36 and Safety Council.

37

38 THE COURT: Okay.

39

40 MR. SHORES: The other respondent.

41

1 MR. WEBER: So I wonder if a good way to get going here
2 would be I can give you a bit of background to what brings us here today.

3
4 THE COURT: Yes, please.

5
6 **Submission by Mr. Weber**

7
8 MR. WEBER: And then maybe address some of my
9 applications which I don't think will take very long and then Mr. Thompson has an
10 application to vary. So essentially this arises from an Occupational Health and Safety
11 decision which was issued on October 22nd of this year and Mr. Thompson has sought an
12 appeal of that decision and so has my client. And so we have two action numbers that are
13 going simultaneously.

14
15 We have made efforts to adjourn the issue to special chambers which was heard on
16 December 4th before Justice Nielsen. That was adjourned to an afternoon of May 18th
17 and then he advised, and we agreed, that an afternoon might not be a sufficient amount of
18 time and when we got to the trial coordinator's office, they advised us that we can't do a
19 half day anyway for a judicial review in any event. So we canvassed dates with the trial
20 coordinator and identified November 4th and she has been holding that until the end of
21 this week. I was going to draft a consent order to that effect. And, here, I might as well
22 just submit -- my first application is to now have that set down to November 4th as
23 Mr. Thompson has withdrawn his consent for that.

24
25 So I'll just hand up, first of all, the order that Justice Nielsen had provided. So there's one
26 for each action number there.

27
28 THE COURT CLERK: Thank you.

29
30 MR. WEBER: This is the affidavit in support of my
31 application today to have it set down for November 4th, and I would also like to set out
32 these, by which the applicants and respondents would need to file their briefs in advance
33 of the date.

34
35 THE COURT: Do you -- Mr. Weber, do you know the
36 principals of Procrane?

37
38 MR. WEBER: Pardon me?

39
40 THE COURT: Do you know the principals, the owners of
41 Procrane?

1
2 MR. WEBER: I understand there's a very complex hierarchy
3 of --
4
5 THE COURT: Okay. So it's not a sole --
6
7 MR. WEBER: -- corporations.
8
9 THE COURT: -- it's not a sole owner any longer?
10
11 MR. WEBER: Not a sole, sorry?
12
13 THE COURT: Well, it said it's formerly known as Sterling
14 Crane.
15
16 MR. WEBER: Oh, no, they're operating under the trade name
17 of Sterling Crane.
18
19 THE COURT: Okay.
20
21 MR. WEBER: So Procrane Inc. is their legal name, is the legal
22 name.
23
24 MR. THOMPSON: And also underneath Marmon Crane which is
25 under Berkley and Hathwith (sic) or whatever. So it's quite a prod ---
26
27 THE COURT: Okay.
28
29 MR. WEBER: Yeah, it's a complex --
30
31 MR. THOMPSON: I was working for Sterling Crane and then I
32 guess the legal name would be Procrane Operating under the Trade Name of Sterling
33 Crane.
34
35 THE COURT: Okay. So Justice Nielsen adjourned it to May
36 18th. You didn't think that's enough time and you're looking for a full day?
37
38 MR. WEBER: Well, it was only for an afternoon. I didn't
39 realize that trial coordinators don't book only afternoons and Justice Nielsen advised that
40 he didn't even think that would be enough. But we set it down anyway. We thought we'd
41 be able to work it out if we needed to go to a full day and from my understanding, the

1 reason why Mr. Thompson is resisting this is because I eventually had to bring an
2 application to set it for May 18th, which was not by consent, and so I got costs and
3 Mr. Thompson has been trying to get me to withdraw the costs order I received, which I
4 haven't agreed to, and so I brought this application again to have it set for November 4th
5 with -- hopefully with dates for briefs to be followed and also for again costs on a
6 party/party basis for this application.

7
8 THE COURT: Okay. You said that there was sort of two parts
9 to your application. Is that --

10
11 MR. WEBER: Right. So that's -- that's my first application.

12
13 THE COURT: Right.

14
15 MR. WEBER: Was to set down dates. My second application
16 is to stay the order of the OHSC and so I don't know if you wanted to just tie up my first
17 application or if you wanted to just go through everything and then make rulings at the
18 end, or maybe we can hear from Mr. Thompson on that.

19
20 THE COURT: Well, because Mr. Thompson is anxious to
21 speak --

22
23 MR. WEBER: Yeah, and I think that's totally fine.

24
25 THE COURT: -- and wiggling in his chair, why don't we have
26 him state his position. You can just stand.

27
28 **Submission by Mr. Thompson**

29
30 MR. THOMPSON: I think it would be best if we handle these one
31 at a time, Sir, is -- that's how I'm organized too.

32
33 THE COURT: Okay.

34
35 MR. THOMPSON: So it would be better for me. But we -- I did on
36 my original letter with my original -- I sent him first originally an application. I filed it on
37 the 18th -- or the 16th, one to Mr. Weber's -- one to Sterling Crane, you know, operating
38 under -- I'm just going to say Sterling Crane from here on in. And it went to him. He
39 received that and he received that there and then he tried to serve me his originating
40 document by email. It's a commencement document, and that's -- I'm going to get into
41 that in a little while.

1
2 MR. WEBER: Sir, if I might interrupt. That's his application
3 to vary.
4

5 MR. THOMPSON: Yes.
6

7 MR. WEBER: Maybe we could just restrain our comments to
8 my application to adjourn to November 4th.
9

10 THE COURT: I'll --
11

12 MR. THOMPSON: And I am. I'm just giving you the full --
13

14 THE COURT: Yes. I'll sort it out.
15

16 MR. THOMPSON: -- story so you know it all. Because now we --
17 so now we get going there and in my -- in my letter, my cover letter with my originating
18 application, Sir, I had invited the other parties to figure out some dates and we'd go, you
19 know, after the court, to the trial coordinator's and I put that in my affidavit there, and we
20 go up after to get dates. So Mr. Weber can say -- he put out a couple of consent orders
21 which looked pretty good but as everybody knows, you don't sign nothing beforehand,
22 and Mr. Shore, did you sign any -- he sent a couple of consent orders before. Did you
23 sign any consent orders and send them back to --
24

25 THE COURT: Mr. Thompson, we won't be examining
26 anybody in this, so.
27

28 MR. THOMPSON: Okay. Well, I'm just saying we were given both
29 and Mr. Shore were emailing each other and I never got nothing back from Mr. Shore
30 saying that he signed that and everything was good with him either. So now we get to
31 court -- and this is for May 18th, and I have -- not in disagreement with it, but I know
32 better than to sign something upfront and this is exactly why. We get to court on this date
33 and now he sent us a consent order, a draft consent order, which is in here, Sir, and I
34 think I better give it to you. Just give me a second.
35

36 THE COURT: But Mr. Thompson, whatever we do today, I'm
37 likely to disturb the ruling of the judge earlier of Justice Nielsen who put it to May
38 18th. I'm not likely to disturb his cost finding, okay?
39

40 MR. THOMPSON: Okay, and I got a date to vary that anyway,
41 because this is my problem. He showed us one consent order. He emailed us one consent

1 order that said no costs in paragraph 3 and on that day when he went in front of Justice
2 Nielsen he give him a different consent order, a different order. It wasn't a consent order,
3 it was an order to put it down for May 18th and I find that to be very misleading, Sir.
4 And then at the back of it he also says that Derek Thompson has to pay forthwith under
5 Schedule C for my application that wasn't contested. They didn't even put an affidavit in
6 against it. So there should be no costs there at all. So I'm just saying, okay, so I didn't
7 find out about this, okay, misled us and misled Justice Nielsen as far as I'm concerned.

8
9 Well, he goes down, he gets it filed. That's when I get to see this copy of the order then.
10 I told him right there in front of everybody I'm not putting up with that, let's change it.
11 He says if I want to -- if I want to get them costs removed, I have to come to court. So
12 right now he's done that under deception. He's given us one set of consent orders and
13 he's had the justice sign another one that neither party had seen this. There was no email
14 showing that this here order that he sent that was the order that any of us agreed upon or
15 was even in play at that time. So I'm finding that very, very disruptive, Sir, to begin with.
16 So anyway, we goes upstairs to the trial coordinator's office with the May 18th order and
17 I don't believe -- I don't believe Justice Nielsen said it's going to take one day but he --
18 you know, after he smirked at me down below there for doing this fast -- fast little Eddy
19 order here, he smirks me up on top and says, I need -- I'm going to need one day. Of
20 course the clerk up there right away scratches off May 18th. Even though the date wasn't
21 even dried on this yet, she scratched that off and went with this order and I said I'm
22 doing it under protest, sir. But I guess if -- and he says if you don't do it, it's going to
23 take longer.

24
25 So we got the November 4th date. So now, even though -- and now I said okay at that
26 time, but I said I still want that I'll pay costs, especially on my own application that's
27 uncontested, why should I pay costs in that? If this order that I'm not going to contest it,
28 as the rules go, I should get costs in that. Now, if I get costs in mine and he gets costs in
29 his, that's pretty much evens it out and of course Mr. Shore and Occupational Health and
30 Safety Council, yeah that's -- he says it's Occupational Health and Safety and it's the
31 application of Occupational Health and Safety Council panel that did the order, eh, but
32 that would leave him owing us both \$500.00, and that's what I'm saying here right now
33 that we have this here order.

34
35 THE COURT:
36 so.

Okay. I have heard enough on the cost issue,

37
38 MR. THOMPSON:

Okay. Yeah.

39
40 THE COURT:

Mr. Shores, do you have a position on --

41

1 Submission by Mr. Shores

2

3 MR. SHORES:

Just on two small points and I'm going to be

4 very restrained. In terms of scheduling special chambers, Sir, we were advised by the

5 special chambers coordinator that it needed to go to the trial list because there was a

6 judicial review matter. She also advised us that the Chief Justice had given an order that

7 all matters involving a judicial review should be set for a full day, and then she advised

8 us that there would -- only one day per week could be committed to special chambers,

9 and my recollection is that was the earliest date, November 4th available, so we took it.

10 So that's -- that's my understanding of the circumstances at the special chambers

11 coordinator.

12

13 With respect to costs, Sir, we were willing to consent to whatever date was most

14 convenient. Thank you.

15

16 THE COURT:

Right. I assumed that. Good. Thank you. Okay.

17 So let's leave the cost issue aside for the moment. And you said, Mr. Weber -- is it

18 Weber or Webber?

19

20 MR. WEBER:

I say Weber but I get Webber a lot, so.

21

22 THE COURT:

Okay, Weber. I thought I heard Weber but I

23 wasn't -- you're looking for a stay of the council's decision?

24

25 MR. WEBER:

Yes, Sir.

26

27 THE COURT:

And I'll need to have a little bit of background

28 about what that is.

29

30 MR. WEBER:

Sure. Okay. So would you like to proceed to

31 discuss that now?

32

33 THE COURT:

Yes.

34

35 MR. THOMPSON:

Sir, we're still not done with this issue here

36 because it's the consent order that he's trying to get through on his two applications that

37 we just talked about.

38

39 THE COURT:

No, we're done on that. I'm --

40

41 MR. THOMPSON:

Oh, I've just given you the background. Now

1 we're on to the misleading consent order that he's trying to extort me or have you extort
2 me into signing. I should not have to sign any consent orders.

3

4 THE COURT: I will not have you sign anything today.

5

6 MR. THOMPSON: And I shouldn't be charged for it.

7

8 THE COURT: We'll come to how I'll deal with the costs
9 issue.

10

11 MR. THOMPSON: Thank you, Sir, and that's two of his
12 applications is the consent orders that he put in an application to try to make me sign
13 these consent orders even though he knows I'm going to vary for the costs. So that's how
14 I knew to make sure you knew this in consideration.

15

16 THE COURT: Mr. Weber, before you were interrupted, you
17 were saying?

18

19 MR. THOMPSON: Sorry, Sir.

20

21 **Submission by Mr. Weber (Rebuttal)**

22

23 MR. WEBER: Well, perhaps I think it's a good idea to at least
24 put on the record that I had drafted consent orders prior to our December 4th appearance
25 and prior to today. I was trying to make it easy for us to consent. That didn't happen. I
26 served Mr. Thompson with notices of applications where in the notice it says I'm going to
27 be seeking costs because we weren't able to resolve it by consent. That's all I'll say about
28 that at this point.

29

30 MR. THOMPSON: Could you show us that document, please?

31

32 THE COURT: No, no. Sir, please let him finish.

33

34 MR. THOMPSON: I'm sorry. I'm just -- I'm new at this, Sir, but I
35 know when I'm trying to get bullied, so.

36

37 MR. WEBER: So with respect to the stay application, this is
38 only going to be an application under our action which is action number 1503 17323. And
39 so we are requesting -- I had served this on Friday and so part of the order I would like is
40 to abridge time for service. I made it returnable for today because we were going to be
41 appearing anyway and I only received instructions for this on Friday. So I thought it made

1 the most sense for efficiency's sake. I'd also like an order that the OHSC decision of
2 October 22nd, 2015 be stayed, and as part of -- and then there's a few other parts of that
3 which I would like to get into.

4
5 But first I will hand up my affidavit which essentially just is putting in the decision of the
6 Occupation Health and Safety Council. I'd like to refer you to page 7 of the decision.

7
8 THE COURT: Yes.

9
10 MR. WEBER: Sir, page 7, the Occupational Health and Safety
11 at the top, the first full paragraph that's there, they set out the formula in the way that
12 they wanted Mr. Thompson's award to be calculated and that would be done by up to a
13 maximum of one month's gross wages which should be determined by an historical
14 assessment as to what he had historically earned in that period, and then that would be
15 deducted by the standard source deductions that are normally made and then that was also
16 subject to Mr. Thompson getting new employment. That would also dwarf the one month
17 potentially if he had received -- if he had acquired new employment.

18
19 And so essentially this order -- this has not been paid for two reasons. The first one is the
20 mere fact that both of us are appealing that decision. Mr. Thompson would like more
21 money as per the dissent and we are trying to overturn the decision altogether. And so the
22 results of this decision are uncertain at best right now as we don't think it would be really
23 appropriate. And the second reason is that under these kinds of circumstances the normal
24 proceeding would be if there was a lawyer on the other side, we'd be willing to pay the
25 amount of the award into their trust account, and as Mr. Thompson is self-represented,
26 that's not really an option and as may become apparent as things go on, there's a little bit
27 of mistrust between the parties in the situation and so our compromise position would be
28 that we pay the money into court pending the outcome of the appeals once they're heard,
29 and we feel that that would strike the right balance, on balance of convenience, between
30 the two parties in this situation and would preserve the us against prejudice in the event
31 that we need the money back if we're successful and Mr. Thompson doesn't have it, it
32 may be -- I think that the history of these proceedings may suggest that if we do pay it to
33 him, we may have to potentially take a court action to get the money back from him, and
34 just we'd like to avoid that situation altogether. So that's essentially my submissions.

35
36 THE COURT: Now, what's the approximate dollar value,
37 because it looks from this, and I have just read it quickly, so you have to do some sort of
38 set-off for any money he might have earned but is that not an issue?

39
40 MR. WEBER: There does seem to be some discrepancy as to
41 what it -- as to what it is and so one of the things I'm requesting is some proof that --

1 what Mr. Thompson's mitigation efforts and all of those kinds of things so that we can
2 calculate this. But I understand that Mr. Thompson is -- thinks that he should be entitled
3 to \$18,000.00, whereas our calculations based on, after the source deductions and
4 everything like that, would have it under 10,000.00. So there is some dispute over that as
5 well, but we can't really make that calculation until we get those -- some evidence from
6 Mr. Thompson so that we can calculate the amount.

7

8 THE COURT: Okay. And again, I'll -- thank you for that, and
9 I'll get to you in a second, sir.

10

11 MR. THOMPSON: Okay.

12

13 MR. SHORES: Sir, we take no position on the stay.

14

15 THE COURT: No position? Okay. So what's your position, sir,
16 with respect to the stay?

17

18 **Submission by Mr. Thompson**

19

20 MR. THOMPSON: Uh, number one, they're -- I'm kind of -- I'm
21 asking for some other variance instead, Sir. Just a little background there. I was working
22 for Sterling Crane. I brought some unsafe cranes up to Sterling Crane. They took me to a
23 meeting in November, so they knew about these unsafe cranes and they knew that in 30
24 days -- that's how long they had to do the maintenance that would be, then they'd be in
25 noncompliance of the operational handbook -- that I would be putting in a report to
26 Occupational Health and Safety under imminent danger. So now all of a sudden right after
27 that, right after the 30 days comes up, I had asked for a day off for a month ahead and
28 every week up to that, and then three days before the young foreman says I'm not
29 allowed to have that day off. They were trying to antagonize me really quick is my
30 allegations, and I end up phoning my union. The union phoned the boss. I got the day off.

31

32 The young foreman was really mad and so now the next day after that I got a retaliation
33 letter from the project manager, Jason Cain and I also got another letter after I had been,
34 the disciplinary action complaint was filed from a Bob Picton (sic). Now, both of these --
35 both of these -- I'm trying to get at how these people are, eh, and both of these people
36 were ordered to rescind them, them retaliations and have no more retaliation in there. So
37 what it has there in the order, Sir, and I'd like to bring to your attention here, that they
38 had 45 days to do anything before this. They are now in breach of that 45 days and I've
39 talked to the director of inspections. Well, actually I -- you can only email him, and
40 they're proceeding on other orders to get him to pay.

41

1 So now -- and they were also in that order, Sir, if you look, they were supposed to
2 reinstate me and that's up to December 12. So now we're looking at a year of lost wages,
3 Sir. So I'm saying, you know, as have them win this disciplinary action, another
4 disciplinary action by having them hold up this money that's ordered to me, that they
5 have to pay the -- and it's 18,000 gross and he's saying deduction 10,000, so I'm 56 an
6 hour. If you looked at my affidavit, I broke it down at the very end there and it shows
7 you 18,000 and something. So they know that I'm making 18,000 a month so the ability
8 of me to pay anything back would be easy. It's not because he's trying to do this to me
9 and get costs and that, that should be the thing. What's my ability to pay back? At 18,000
10 a month, I'm pretty sure I can pay back 18,000, you know what I'm saying.

11

12 So I'm going -- what I'm suggesting here is because there is -- because there is a year of
13 lost wages now because they never reinstated me, that we -- that you order Sterling Crane
14 to take copies of the log book and we take the dates of the log book that that crane
15 worked, because that's what it says in 37 -- section 37 all wages lost, and you have
16 them -- and we look at them dates and you send me photocopies and maybe it will give
17 you an estimate what I -- what I earned. I lost wages for that year, and that would be it. If
18 you're going to set it aside, I say it should be. I don't -- I say the order should be set
19 aside and if you are going to set it aside, that these new wages be a part of the deposit
20 into the court as -- as a part of the condition to stay this matter.

21

22 THE COURT: Okay. Thank you, sir. So Mr. Weber, I'll come
23 back to you now. I'm not inclined to stay the order. The concern that I have is that the
24 approach that I like to take with judicial reviews is that -- and again, I'm not judging this
25 thing so don't take my comments out of context -- but ordinarily these bodies know what
26 they're about and their decisions probably tend to be upheld more than they're dismissed.
27 So I'm not inclined to stay the order. Without looking at the evidence, either I take
28 Mr. Thompson's position that I don't -- I understand that there might be some animosity
29 between the parties. I gather that from this morning. But I don't think that it's a proper
30 case to say that there is -- that he is impecunious or wouldn't be able to repay it. So I am
31 not inclined to order the stay. With respect to the amount though, I'm wondering if I can
32 assist by fixing an amount. Like you're saying 18,000 less deductions of 10.

33

34 MR. WEBER: I haven't actually even seen the calculation
35 myself, that's just what my client has informed me, so.

36

37 THE COURT: Okay, so we can do one of two things. I can
38 just dismiss the -- your application for a stay of this, of the decision. What I was going to
39 suggest or what I was going to ask you is would I have jurisdiction, as an example, to say
40 that, you know, subject to further decision of the appeal or as other determination, you
41 know, this paragraph -- you can comply with this paragraph by paying X dollars to

1 Mr. Thompson.

2

3 MR. WEBER: Well, that might be satisfactory except we don't
4 have any evidence as to when he started working again.

5

6 THE COURT: Okay. So the safer thing -- the safer thing really
7 for me to do and probably the more prudent is just to refuse the application for the stay
8 and so this, the panel's decision stays, remains enforceable, and I just can't give you any
9 assistance with how the amount is calculated.

10

11 MR. WEBER: Okay. I think that that's -- we certainly can do
12 that. I would just like at least to have leave to come back to sort out the payment amount
13 if there's a dispute between the evidence and --

14

15 THE COURT: Well, I think that you would have that anyhow
16 but I'm prepared to say yes.

17

18 MR. WEBER: Okay.

19

20 THE COURT: I am going to seize, because I'm reluctant to
21 have somebody else deal with this now, I'll seize myself of it to that extent. So what I'm
22 going to say is I'll refuse the application for the stay. If the parties are unable to agree on
23 the payment amount within a reasonable time, I'm going to say a couple of months, then
24 either party has leave to bring it back on the list or at least make application with my
25 assistant for me to hear the matter personally.

26

27 MR. THOMPSON: Sir, can I just say one thing on that? I've
28 confirmed in my affidavit that I hadn't worked in that time and -- or several months after
29 that because of the altercations and that.

30

31 THE COURT: M-hm.

32

33 MR. THOMPSON: And that I have no documents. If I'm not
34 working, I have no documents so I've, well not sworn, but affirmed that already, there's
35 no money. So they can take it for the 30 days then.

36

37 THE COURT: Right, but then what I would like to do is they
38 know now that they have to pay.

39

40 MR. THOMPSON: Right. And I'm saying right here in court now I
41 haven't worked that 30 days and I've said that in my affidavit.

- 1
- 2 THE COURT: So then if you haven't been paid and if the two
3 of you haven't agreed on the payment amount within, I'm going to say 60 days from
4 today, then either party can bring it back before me. I don't want to try to sort through it
5 right now and try to figure out this, the paragraph. I think that's more appropriately done
6 between the two of you.
- 7
- 8 MR. THOMPSON: Okay. So are they going to give me -- are you
9 going to give them like a week to give me what they think the lost wages are?
- 10
- 11 THE COURT: No. This doesn't say any -- this says within 45
12 days from the date of this order.
- 13
- 14 MR. THOMPSON: This says -- I'm sorry, what's that?
- 15
- 16 THE COURT: This says 45 days from the date of this order.
- 17
- 18 MR. THOMPSON: Right, and we've already passed that point.
- 19
- 20 THE COURT: Right. So why don't --
- 21
- 22 MR. THOMPSON: So I'm saying it's already past. I need money
23 for Christmas.
- 24
- 25 THE COURT: Mr. Weber, if we said -- this was from, what's
26 the date of the decision, December?
- 27
- 28 MR. WEBER: It was October 22nd.
- 29
- 30 THE COURT: So you are already past that, so.
- 31
- 32 MR. WEBER: We are. Like as we said, we -- maybe this was
33 presumptuous on our part but we hadn't understood that Mr. Thompson was actually
34 actively enforcing it because of this appeal, so.
- 35
- 36 THE COURT: Okay. Well, what I'm going to say is that
37 within -- I'm going to say within a period of two months. You could argue interest or
38 something if the two of you are unable to agree, but I don't want to interfere with -- I'm
39 not going to hold them in contempt or something for not paying, right. And what I am --
- 40
- 41 MR. THOMPSON: I see what you're saying but I'm also saying

1 it's Christmas time, it's past due, they had 45 days. You ruled on my order. I was hoping
2 for a cheque within five days, Sir. I mean, they've got my thing.

3

4 THE COURT: No, and --

5

6 MR. THOMPSON: They know -- they have the calculations. I was
7 working for them so they have all the rates, they have all the deductions, all the monies to
8 the pension. It shouldn't take 60 days. I'm saying it could be done in five. It's simple.
9 Would you consider that?

10

11 THE COURT: No. And what I am going to do with respect
12 to -- again at the risk of always looking like I am splitting things down the middle -- I am
13 going to give him costs of this application. It will wash off or will work against the costs
14 that have been ordered. I think perhaps he just didn't understand the process of moving it
15 from a half day to a full day, so it's not intended to be a penalty against your client. It's
16 just trying, a way of keeping the peace.

17

18 MR. WEBER: Sorry, Sir, just to understand. My -- we'll have
19 our costs still from the December 4th order.

20

21 THE COURT: I'm not going to change the December 4th
22 order.

23

24 MR. WEBER: Right, and Mr. Thompson is going to have
25 costs for my application today --

26

27 THE COURT: Today.

28

29 MR. WEBER: -- to adjourn to November 4th?

30

31 THE COURT: Yes.

32

33 MR. WEBER: Okay.

34

35 MR. SHORES: And what about the other two applications?

36

37 THE COURT: But also really because he was successful on
38 the stay application is the way to look at it.

39

40 MR. WEBER: Sorry, is the value of his costs in being
41 successful in the stay the \$150.00 which is what we would have been?

1
2 THE COURT: Yes.
3
4 MR. WEBER: Okay.
5
6 MR. THOMPSON: He said it was under schedule C, \$500.00 for
7 the day.
8
9 MR. WEBER: No, \$150.00. For an adjournment under
10 schedule C is \$150.00.
11
12 THE COURT: For an adjournment application, yes.
13
14 MR. THOMPSON: I'm sorry, what's the adjournment for? I never
15 got that.
16
17 THE COURT: I'll let you guys sort that out.
18
19 MR. THOMPSON: There's no adjournment. They won the stay.
20
21 MR. WEBER: Yeah, we can sort that out too.
22
23 MR. THOMPSON: No, I went downstairs --
24
25 THE COURT: Yes. Whatever -- whatever costs you were
26 seeking against him --
27
28 MR. WEBER: It's \$150.00 for an adjournment.
29
30 THE COURT: -- he gets against you.
31
32 MR. WEBER: That's all we were seeking.
33
34 MR. SHORES: Sir, just for the record, no costs against the
35 Council?
36
37 THE COURT: No costs against the Council.
38
39 MR. SHORES: Thank you.
40
41 MR. WEBER: And before we proceed to the varying

1 application, I just want to draw to your attention that on December 4th we spent at least
2 20, 25 minutes securing submissions in full on why Mr. Thompson felt that Justice
3 Creighton's order should be varied for validating service. I have brought copies of the
4 transcripts with me here. There wasn't a formal decision made because it wasn't properly
5 put before the Court but I think it might assist you to have those transcripts before you.

6

7 THE COURT: Sorry, I'm at a loss on that.

8

9 MR. WEBER: Sorry. Yes, sorry. I can provide some
10 background for this. So when we just received instructions to apply for judicial review
11 and an appeal of the decision, we hired a process server to try and serve him. We weren't
12 successful within three attempts and on the Friday, which would have been November
13 20th, we received service of Mr. Thompson's originating application. Under his address
14 for service he provided an email address for service in his action. Rather than getting a
15 substitutional service order at that point, I served him by email with our originating
16 application and then came to court on the following Monday, November 23rd, to get an
17 order validating that service, which was Justice Creighton's order, and that was granted.
18 And so Mr. Thompson has taken issue with that order. He suggests that I haven't -- didn't
19 put an affidavit before Justice Creighton, which is not true. That's been filed at a later
20 date. And he argued -- I don't know what he expects the outcome of this line of
21 questioning to be but the short answer is he has service of these matters and he argued
22 everything in full before Justice Nielsen as to why he thinks that that order should be set
23 aside and so I'm just -- we're trying to not waste the Court's time by drawing this to your
24 attention, that this has been considered in pretty good detail and I have transcripts of
25 everything that Justice Nielsen had heard and said on the matter and Mr. Thompson has
26 decided to ignore most of that and bring another application before you today.

27

28 THE COURT: And what's that application, Mr. Thompson?

29

30 MR. THOMPSON: Yes, Sir. That's my application. It's -- I filed it
31 December 7th.

32

33 THE COURT: Can I see that?

34

35 MR. THOMPSON: Yes, you can.

36

37 THE COURT: Do I have a copy of that?

38

39 MR. THOMPSON: I think I have another copy here
40 somewhere. Sir, I'd like to just start off here. He was correct there. I served my
41 originating application to him by recorded mail and gave him more than ten days to come

1 to court December 4th. And then on -- I went away for that weekend and on -- I'm not a,
2 I'll let you know, I'm not a lawyer, I'm not a businessman or whatever, I don't check my
3 emails every day. On the night of the 27th -- or the 23rd it was, I think it was, the
4 Monday after he served -- that he had sent this email I checked my emails and here's this
5 commencement document. Now, there's rules about commencement document and serving
6 on to an individual, 11.5 I think is the rule for service on individuals and that is by a
7 process server or recorded mail. Now, he's saying that -- that he didn't -- that he had a --
8

9 THE COURT: I'm going to stop you there, Mr. Thompson. So
10 what's your grievance here? You are here before the Court. What is it that you're looking
11 for?
12

13 MR. THOMPSON: What am I looking for? Well, in his order,
14 Sir --
15

16 THE COURT: I know that you want him disbarred and perjury
17 charges laid, that's in your application, but I'm not going to give you that.
18

19 MR. THOMPSON: Okay. Well, I just want to -- just give me a
20 second here and I'll tell you exactly what --
21

22 THE COURT: But you have appealed and they have appealed,
23 I don't understand what the issue is. What are you --
24

25 MR. THOMPSON: I'm saying that number one, he improperly
26 served me a commencement document.
27

28 THE COURT: And what was that?
29

30 MR. THOMPSON: The originating application from his client.
31

32 THE COURT: To do what?
33

34 MR. THOMPSON: Uh, for -- I guess for a judicial review. He
35 wanted -- he appealed the judicial review.
36

37 THE COURT: But they are looking to --
38

39 MR. THOMPSON: I just appealed the order of the Occupational
40 Health and Safety Council.
41

- 1 THE COURT: Right. They are looking to do that and you are
2 looking to do that and he is obligated to serve you saying that he's looking to do that.
3 What's the issue?
4
- 5 MR. THOMPSON: What's the issue? He never served me properly.
6
- 7 THE COURT: Well, what does that matter to you?
8
- 9 MR. THOMPSON: Well, what does that matter to me? The Rules
10 of Court are for everybody. Not just for -- not just for people. It says right in there that he
11 has to serve it by -- by process server or recorded mail and he's supposed to give me ten
12 days on a commencement document to reply. He sent this on a Friday afternoon by email
13 after he says he had --
14
- 15 THE COURT: What would you do if you were served
16 differently? What would you have done differently if he served you differently?
17
- 18 MR. THOMPSON: I probably would have responded
19 differently. I -- number one --
20
- 21 THE COURT: I don't think --
22
- 23 MR. THOMPSON: -- he's trying to get costs out of his -- out of
24 his --
25
- 26 THE COURT: No, no, the costs wash. You got costs against
27 you of 150, they've got costs against them of 150 today. Nobody gets costs. Nobody
28 writes a cheque, okay?
29
- 30 MR. THOMPSON: For anything?
31
- 32 THE COURT: No.
33
- 34 MR. THOMPSON: Not even his two other applications here?
35
- 36 THE COURT: No.
37
- 38 MR. THOMPSON: So it's absolutely nil?
39
- 40 THE COURT: Right.
41

1 MR. THOMPSON: Okay. So then I just wanted to get the order
2 varied so it was correct because --

3
4 THE COURT: No, it's not necessary, Mr. Thompson. We
5 don't need to fuss with this. The panel has made a decision, the two of you are contesting
6 it, and I get that.

7
8 MR. THOMPSON: Yeah.

9
10 THE COURT: You are obligated to be made a party to
11 that. You have a right to make representations. You know when it is. You know what
12 material you have to file and aside from that, I'm not prepared to listen to any allegations
13 that this young man improperly served you and perjured himself and should be disbarred.
14 He came to court, he got an order and a Justice sitting here like me said okay, on the
15 basis of that I'm going to deem service good and sufficient or whatever she said, and
16 that's the end of it.

17
18 MR. THOMPSON: That's the next part right there. So he comes to
19 court and neither one of the parties, he never served the other party, he goes to court in
20 front of Justice -- Madam Justice Creighton on the Monday morning with no application
21 and no filed affidavit, saying that he tried to have a server.

22
23 THE COURT: Yes, but then your remedy on that,
24 Mr. Thompson, is to appeal that order.

25
26 MR. THOMPSON: I'm appealing that --

27
28 THE COURT: But I'm not --

29
30 MR. THOMPSON: -- that's what I got here, appeal to vary the
31 Justice's order.

32
33 THE COURT: But I'm not a Court of Appeal, I can't vary
34 that. I can't disturb that order. So --

35
36 MR. THOMPSON: So you can't vary this Justice's order, even
37 though -- I tried to get a hold of Justice Creighton there and see if I could bring it back in
38 front of her. She --

39
40 THE COURT: What would be -- Mr. Thompson, what would
41 be the point in varying that order?

1

2 MR. THOMPSON: Uh, so he wouldn't think that he can get away
3 with serving a commencement document to an individual by email.

4

5 THE COURT: You have made it abundantly clear to him the
6 dangers of serving an unrepresented litigant by email. He is well aware of that, okay?

7

8 MR. THOMPSON: Yes, and then so -- so we got an order in here
9 that's wrong, Sir, and it's not correct. Like he -- on the --

10

11 THE COURT: Mr. Thompson, the world is full of wrong
12 orders. Nothing turns on it anymore. You are appealing, they are appealing -- of the
13 judicial review. I call that an appeal but think of it as a judicial review. You are both
14 contesting that decision. It's going to be heard on, if I haven't ordered it, and if you need
15 that on the December date that the trial coordinator gave you.

16

17 MR. WEBER: November 4th.

18

19 THE COURT: Yes.

20

21 MR. THOMPSON: So you won't vary that order then?

22

23 THE COURT: No.

24

25 MR. THOMPSON: Okay. So one other thing I just wanted to come
26 back to and touch on here is these two consent orders that -- these two other applications.
27 I was looking for costs on that too, Sir. He should not be able to come to this courtroom
28 in front of you -- and at first he tried to bully me into consenting it, and look what
29 happened last time. If I would have consented to that within 15 minutes I would have had
30 to go get another affidavit of execution and, you know, swear all this stuff. And he's got
31 a consent order, it's not even an order to vary, and he wants to get a -- he wants to get a
32 new order from Justice Nielsen and he wants to get -- he wants to leave the order of
33 Justice Nielsen otherwise intact so again he's looking for costs there.

34

35 THE COURT: Okay. Here is how that works.

36

37 MR. THOMPSON: Okay.

38

39 THE COURT: Justice Nielsen ordered that the matter be set
40 for what's called a special. That's like a two hour hearing in the afternoon. He shouldn't
41 have done that. Unbeknownst, probably to him and unbeknownst to me, there's a directive

1 from our boss, if you want to call a person that --

2

3 MR. THOMPSON: Sure.

4

5 THE COURT: -- that says judicial reviews have to be set for
6 one day. Justice Nielsen may not have known that or it may have just been a new
7 directive. So it has to be set for a full day which is now the November date that you have.
8 There's nothing we can do about Justice Nielsen's order.

9

10 MR. THOMPSON: Okay, and I'm just saying I'm trying to get on
11 to this consent order here, Sir. Like I'm good for --

12

13 THE COURT: But what turns on that consent order, though,
14 Mr. Thompson?

15

16 MR. THOMPSON: Well, he's got -- he's got this -- he's got this
17 one paragraph here, the order of Justice Nielsen otherwise remains in effect. If he would
18 take that away and go back to his original one, we could sign that and I could execute an
19 affidavit today and we could confirm that date today. That's one of the things I'm trying
20 to get.

21

22 THE COURT: No. That --

23

24 MR. THOMPSON: I can't -- I can't --

25

26 THE COURT: -- the date that Justice Nielsen gave in that
27 order is going to be vacated presumably because that's going to be freed up for somebody
28 else.

29

30 MR. THOMPSON: Right.

31

32 THE COURT: And the judicial review of the panel is here and
33 it's going to be held in November.

34

35 MR. THOMPSON: November 4th, but now how to secure that?

36

37 THE COURT: And I would -- I would urge you, sir, to get
38 counsel for that hearing because --

39

40 MR. THOMPSON: I'm -- I'm the defendant. That's my counsel
41 over there. I'm going to have a one page brief saying I agree with them.

1
2 MR. SHORES: My Lord, just so the record is clear, the law --
3
4 THE COURT: I understand.
5
6 MR. SHORES: -- is very clear that I can play an extremely
7 limited role.
8
9 THE COURT: I understand that. What you have to recognize,
10 Mr. Thompson, is that he is not your lawyer. He's looking after the interests of the panel
11 and the people who made the decision on the panel.
12
13 MR. THOMPSON: Right, and I'm agreeing with him, so it's not
14 going to be a very big brief on my side, right.
15
16 THE COURT: Okay.
17
18 MR. THOMPSON: I'm agreeing that he did all that on this
19 application from them. But I'm just saying --
20
21 THE COURT: But what I am --
22
23 MR. THOMPSON: -- how do we get this consent order now, Sir,
24 without me have to -- having to consent to Justice Nielsen's order that I'm trying to vary.
25
26 THE COURT: Mr. Thompson, I am going to have you sit
27 down.
28
29 MR. THOMPSON: Okay. Thank you, Sir.
30
31 THE COURT: Okay. The best thing you could do for yourself,
32 sir, is to either get counsel, and I'm not going to give you legal advice, I'm just going to
33 say as a practical matter the best thing that you could do for yourself is to get legal
34 counsel to represent you at the judicial review of the panel's decision. And the next best
35 thing that you could do is to not attend at that hearing, because if you behave in front of
36 the panel like you're behaving in front of this Court, the panel may not be as indulgent
37 with you, okay?
38
39 MR. THOMPSON: There's going to be a panel at court at that
40 time? I think he's representing the panel. I don't think the panel will be there at that time,
41 so.

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THE COURT: Well, the Justice who is hearing this application may not be as patient with you as I am.

MR. THOMPSON: Right. I won't be getting into detail at that time. Like I said, I got a one or two page brief that I'll be going and confirming what he wants and then I got one question of law. So mine will be short and sweet but again there, the consent order, he's trying to bully me in here today with that application, Sir, to agree on this November 4th but to the order of Justice Nielsen. He doesn't have to have that. The order of Justice Nielsen otherwise will remain in effect.

THE COURT: It doesn't matter. It doesn't matter, sir.

MR. THOMPSON: Then will you ask him to strike that out and just go for the dates and let's consent to the dates November 4th and finish that off today?

THE COURT: I've ordered the November 4th date.

MR. THOMPSON: You've ordered November? So you -- so you varied Justice Nielsen's order?

THE COURT: I'm not going to say if I varied it or what I did with it. I'm just going to say that the new judicial review hearing is scheduled for the November date that you were given by the trial coordinator.

MR. THOMPSON: Okay, and then so -- and then no costs for nobody in everything.

THE COURT: Correct.

MR. THOMPSON: Okay.

THE COURT: Is there anything else?

Submission by Mr. Weber (Costs)

MR. WEBER: Yes, Sir, and this might -- you might have to indulge me a little bit but there is a greater history that -- with Mr. Thompson -- that goes back far, which makes this application very frivolous and entirely vexatious and I've been instructed to seek solicitor/client costs for our appearance here today. And so -- as part of that I would like to hand up the transcript too for our December 4th hearing.

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MR. THOMPSON: On which one? Which one are you dealing with now, sir?

MR. WEBER: This is for your application.

MR. THOMPSON: For my application to vary? No, I thought we just dealt with that. You said you wouldn't do that.

MR. WEBER: That's correct. This is -- this is exclusively about the application to vary. We're -- Mr. Thompson was not successful before you today. We are seeking solicitor/clients costs of \$2,000.00 and Sir, there's four grounds essentially that I have for this which I would like to go through you, if that might be all right.

MR. THOMPSON: I'm sorry, Sir. I'm not sure what one he's going to now. We set aside the -- we set aside --

THE COURT: Mr. Thompson, sit down.

MR. THOMPSON: Well, you got to give me a chance to defend myself.

THE COURT: Just sit down. Sit down. You'll get a chance. Mr. Weber.

MR. WEBER: Thank you, Sir. So there's four grounds for why we're requesting this today. The first is that submissions on Madam Justice Creighton's validation order were already considered. There were already given reasons very thoroughly on December 4th by Justice Nielsen. This starts on page 13, line 4 of the transcript and continues all the way to page 26. Everything was explained to Mr. Thompson at that time what happened and that everything was in order and that there was nothing deceitful or wrong about what happened. I've highlighted portions of the decision there for you to -- for you to see there.

The second ground that I have is Mr. Thompson is an experienced self rep and he should know better by now. On page 2 of the transcript it was brought out very clearly that Justice Nielsen himself has been case managing Mr. Thompson in another issue for two and a half to three years now. I've also understood that there is a lot of other litigation that Mr. Thompson is involved in and yet he continues to do a lot of the same kinds of antics after being warned by Justices of the Court to not proceed in certain ways. For

1 example, on page 15 at lines 29 to 40, Justice Nielsen reprimanded Mr. Thompson for
2 accusing me of perjury. He said, I have cautioned you in that other matter about using
3 language like that. Mr. Thompson acknowledged that and said I know, but then proceeded
4 with that anyway. Then on page 24 at lines 15 to 26, Mr. Thompson indulged in some
5 mocking type comments with a sarcastic tone and was also reprimanded by Justice
6 Nielsen for that.

7
8 My third ground is that Mr. Thompson has attempted to use these proceedings as a
9 weapon against me personally, going all the way back to the beginning of this validation
10 of service order. And Sir, I'd like to hand up to you the affidavit of Melissa Smith
11 (phonetic) of November 27th. Mr. Thompson and my friend have copies of this affidavit.

12
13 THE COURT: Okay.

14
15 MR. WEBER: I'll just refer you to Exhibit C of that affidavit
16 where he accuses me of breaching Rules of Court even though I did everything
17 proceeding to the Rules of Court under Rule 11.27 for a validation of service order and he
18 accuses me of deceit. At Exhibit D he accuses me of perjury and says that he'll be going
19 for my disbarment and gaol. Then on December 4th before Justice Nielsen, as we've
20 already commented, he accused me of perjury again and was reprimanded by Justice
21 Nielsen. In today's application, as you've noted, at paragraphs 8 and 9 of that, he's
22 requested that I be charged with perjury and disbarred and this is again after the
23 reprimand of Justice Nielsen. And further, at paragraphs 19 and 53 of his application he
24 suggests once again that I misled Justice Creighton after -- even after Justice Nielsen's
25 commentary on that, saying that that wasn't true.

26
27 On December 10th, Mr. Thompson wrote Justice Nielsen where at the bottom of the
28 second paragraph, and this is again after December 4th, accusing me once again of
29 trickery and fraudulent behaviour even though it's already been made clear that that is not
30 the case. I responded upon the invitation of Justice Nielsen where I simply referred to the
31 court record and I made no real submissions. This is on December 11th, Mr. Thompson
32 responded again by saying that I had brought more deception to Justice Nielsen and then
33 at the bottom of that letter he says that he was respond -- informing Justice Nielsen that
34 his way of responding to the way that December 4th had unfolded, after being expressly
35 told that he had no merit and that everything was in order, that he was going to be
36 bringing an application which we are here for today. Oh, no, sorry, this isn't that one.
37 This is about the costs, about the costs decision.

38
39 This is -- this is the letter that Justice Nielsen gave in response clearly stating that the
40 order for costs on December 4th stands unless it's varied on appeal and Mr. Thompson
41 responded to this by emailing me the next day -- and I'm sorry, I did not have time to get

1 that into affidavit form -- to inform me that he has filed an application to vary that costs
2 decision. And so I think that Mr. Thompson has developed a very clear pattern here in
3 terms of how he's going to be treating counsel opposite of him in litigation and we've
4 seen a lot of the same allegations here today in spite of repeated instructions from Justices
5 to not behave in this way, and also in particular, that an appeal is the proper way to go in
6 these kind of situations, which is also made clear on the transcript at page 25, starting at
7 line 29. That Justice Nielsen has had repeated conversations with Mr. Thompson that
8 continually varying -- applying to vary every single aspect of an order is not appropriate
9 and should be done before the Court of Appeal.

10
11 And so just in summary, I think that \$2,000.00 is a very conservative estimate as to what
12 it has cost my client in order to be dealing with these frivolous and vexatious applications
13 and we think that that would be a reasonable amount on a solicitor/client basis for
14 Mr. Thompson's inability to conduct himself appropriately in these proceedings.

15
16 THE COURT:

Mr. Thompson.

17
18 **Submission by Mr. Thompson (Costs)**

19
20 MR. THOMPSON:

Sir, I have nothing. That he has served me
21 nothing. He has no application for this. He has nothing in front of you. Again, this is just
22 a trap or whatever. He's given me no indication that he's going to ask for costs or
23 anything like that. He's given me no time to prepare. I think he went through this here
24 pretty fast. If you go through the transcript a little bit you can see that I had an affidavit
25 in response to his originating application and at that time I had just asked Justice Nielsen
26 can he even go to a judicial review. And it says in section 37 of the *OH Act* that the only
27 way you can get, there's a question of law -- an error of law, and he wanted -- I can't
28 remember if it was mandamus or -- some other way, and so we had a little discussion and
29 that was it, Sir. And that's why I wanted to talk to you about varying that order, how
30 important it is, because now he's made it important. He's got a -- he's got an order there
31 that I said is deceptive. Like I said, he never served it to me properly. He never gave me
32 enough time and what do you call a person that, you know, willingly voluntarily deceives
33 you, right? I think that's -- I think that's a definition of perjury, Sir, and I mean, he's just
34 been trying to bully -- bully me through this the whole way and you know, like I said,
35 you give him -- give us one application to look, or one order to look at, a consent order,
36 and then he files another one. What would you call that? That's got to be deceit, Sir. If
37 neither other party got to look at that and he just shovels that through, what would you
38 call that? I would have to say deceit so I mean, it has to be told, it has to be brought out
39 in the open.

40
41 You know, the young guns just can't run around and pick on us self-represented people.

1 So I'm going to ask, like he has no application so how can I ask for him to set the
2 application aside, Sir. I mean, I've had no chance to prepare or anything else, but I
3 think -- I think you know what's going on here. The order to vary, Justice Creighton was
4 the start of that and it went from there and it accelerated on until the order from Justice
5 Nielsen. Like I said, he showed us one copy, an email, and then filed another one without
6 showing us until after it was filed so we couldn't even consent to that order.

7

8 THE COURT: Okay.

9

10 MR. THOMPSON: I mean, it's his actions that's showing it and
11 I'm the one that's bringing it up because I'm not happy with his actions.

12

13 **Order (Costs)**

14

15 THE COURT: Thank you, Mr. Thompson. You can be seated.
16 What I am going to do, Mr. Weber, is on the basis of your application and the evidence
17 that you have presented, I am going to order solicitor/client costs or you can call them
18 other kinds of costs, if we need to, because he doesn't have a solicitor, in the amount of
19 \$2,000.00 against Mr. Thompson, and I am going to permit those to be deducted from any
20 amounts that your client may otherwise owe to Mr. Thompson if those amounts aren't
21 paid by January 1st.

22

23 MR. THOMPSON: Sorry, Sir, if those amounts are what?

24

25 THE COURT: If those amounts are not paid by January 1st.

26

27 MR. THOMPSON: The \$2,000.00?

28

29 THE COURT: Yes.

30

31 MR. THOMPSON: So they get 60 days to pay me and it's
32 supposed to get deducted off that but now I only get -- I get no time to --

33

34 THE COURT: Is there anything further?

35

36 MR. THOMPSON: Pardon me? I'm a little deaf, Sir, so I'm sorry.

37

38 THE COURT: Is there anything further?

39

40 MR. WEBER: Thank you very much, Sir. I might also request
41 that you should order that Mr. Thompson cannot apply to vary this order but that if he has

1 a problem with it, he can appeal it to the Court of Appeal.

2

3 THE COURT: Well, I don't need to say that. Well, the order
4 doesn't need to say that. What I'll say to Mr. Thompson is that the proper way to deal
5 with my order, all of the orders that I have given today, is if you don't approve of them,
6 the proper method to deal with them is to appeal them as opposed to bring another
7 application to vary.

8

9 MR. THOMPSON: Sir, I'd just like to put it on record here that in
10 the Rules of Court, 9.15, setting aside, varying and discharging judgments and orders
11 gives me the right under legislative law to bring an application before you to do
12 that. Right or wrong, that is the -- that is a -- and it doesn't say anything about going to
13 the appeal court. And also, yes, 15 and 16, Sir. So I'm just saying it doesn't say -- it says
14 that I have the, I have the option of bringing in an application and he's trying to hold
15 that -- he's trying to take away my rights under the Rules of Court to bring an application
16 to vary, which again ties my hands and then proves his points, that he can put anything he
17 wants in there and I --

18

19 THE COURT: Okay. And you now --

20

21 MR. THOMPSON: -- have no recourse except appeal.

22

23 THE COURT: -- and you now have that on the record. Okay.

24

25 MR. WEBER: One final thing. I would just request that
26 pursuant to 9.4(2) that Mr. Thompson not need to approve anything.

27

28 THE COURT: Correct.

29

30 MR. WEBER: And I could just give it to Mr. Shores and to
31 you for your signature.

32

33 THE COURT: And the clerk can sign it.

34

35 MR. WEBER: That's right, Sir.

36

37 THE COURT: Okay.

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39 MR. WEBER: That's all.

40

41 THE COURT: Do you have anything further?

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MR. THOMPSON: Can I get time to pay on that, Sir, because I'd like to have 60 days or 90 days to pay on that until such time we have -- they establish how much money they owe and they go to pay that and then it comes off that deduction at that time.

THE COURT: The way that the order reads, Mr. Thompson, is that if you have not paid that amount by January 1st, they are entitled to deduct that amount from any amount that they otherwise owe you.

MR. THOMPSON: Oh, okay. I heard that wrong, I'm sorry. I'm a little bit deaf, so. So now if I don't like that I have to appeal that to the Court then?

THE COURT: Correct.

MR. THOMPSON: No chance for a variance. Okay.

THE COURT: Is there anything further?

MR. WEBER: No, sir. Thank you, Sir.

THE COURT: Okay. Thank you.

PROCEEDINGS CONCLUDED

1 Certificate of Record

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I, Pat Copeman, certify that this recording is the record made of the evidence in the proceedings in the Court of Queen's Bench held in courtroom 316 at Edmonton, Alberta, on the 15th day of December, 2015, and that I, Pat Copeman, was the court official in charge of the sound-recording machine during this proceeding.

1 **Certificate of Transcript**

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3 I, Carol Barrett, certify that

4

5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the
6 best of my skill and ability and the foregoing pages are a complete and accurate transcript
7 of the contents of the record, and

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9 (b) the Certificate of Record for these proceedings was included orally on the record
10 and is transcribed in this transcript.

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Order No. 59131-15-1	
Page Statistics	
Title Pages:	1
ToC Pages:	1
Transcript Pages:	31
Total Pages:	33
Line Statistics	
Title Page Lines:	53
ToC Lines:	12
Transcript Lines:	1302
Total Lines:	1367
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ToC Characters:	274
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Multi-Take Adjustment: (-) Duplicated Title Page Characters	46747