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August 16, 2017

Hand Delivered

The Honourable Justice Glen G. McDougall
Supreme Court of Nova Scotia
The Law Courts
1815 Upper Water Street
Halifax, NS B3J 1S7

My Lord:

Re: Application by Victory Farms Incorporated and Jonathan Mullen Mink Ranch Limited (the "Applicants") for Relief under the Companies' Creditors Arrangement Act ("CCAA") - Hfx No. 454744

Introduction

We are counsel to American Legend Cooperative ("**ALC**") and are responding to the motions brought by Victory Farms Incorporated ("**Victory Farms**") and Jonathan Mullen Mink Ranch Limited ("**JMMR**") and also by Delotte Restructuring Inc., in its capacity as court-appointed monitor of Victory Farms and JMMR (the "Monitor").

The Motions

Victory Farms and JMMR have brought a motion to extend the stay of proceedings in this matter to December 1, 2017. ALC does not take issue with this motion or the form of proposed order.

The Monitor has brought a motion seeking three orders:

1. To approve the payment of $8,000 to Royal Bank of Canada ("**RBC**") in full and final settlement of a claim for set-off made by RBC against Victory. ALC does not take issue with this part of the motion or the form of proposed order in respect thereof.

2. To approve the various reports prepared as part of these proceedings by the Monitor and the Monitor's conduct to date. ALC does not take issue with this part of the motion or the form of proposed order in respect thereof.

3. To approve an interim distribution of proceeds in the hands of the Monitor arising from a sale of the assets of Victory Farms and JMMR. ALC is opposed to this part of the motion for the reasons set out below.

Dispute with North American Fur Auctions Inc. ("NAFA")

Your Lordship will perhaps recall comments made earlier in these proceedings as to the existence of a dispute between ALC and NAFA regarding the interpretation of an agreement

made between ALC and NAFA in relation to their dealings with Victory Farms and JMMR. This dispute remains today and, unless it can resolved in the very near future, may likely result in litigation between the parties. The resolution of this dispute, according to ALC, will have an impact on the distribution of proceeds between ALC and NAFA.

The nature of the dispute between ALC and NAFA is outlined in the affidavit of Dale Thiesen from ALC (the **"Thiesen Affidavit"**) filed with this submission.

As is apparent from the Monitor's report filed with this application, the only recipients of the distribution will be ALC and NAFA. There are no other creditors of either Victory Farms or JMMR which stand to receive any of the proceeds in the hands of the Monitor.

ALC submits that the proposed distribution should be postponed pending the resolution of the dispute between ALC and NAFA. The Monitor's report and its counsel's submissions to this Court note that the proposed distribution has been made based on their understanding of the relative priorities between ALC and NAFA as these priorities are affected by the Subordination and Intercreditor Agreement dated October 9, 2015 made among ALC, NAFA, Victory Farms and JMMR (the "**Subordination Agreement**") (see Thiesen Affidavit, Exhibit A). As noted in the Thiesen Affidavit (paras. 5 and 8), the dispute between ALC and NAFA is based on the interpretation and application of the Subordination Agreement.

Paragraph 5 of the Thiesen Affidavit further notes that there is evidence to be submitted in the dispute between ALC and NAFA which was not in the possession of the Monitor when it drew its conclusions relating to the relative priority positions of ALC and NAFA.

It is conceivable that this Court could engage in a review of the priority issues between ALC and NAFA itself. However, it is submitted that this would be an inefficient process as it would not likely resolve all outstanding issues between ALC and NAFA. Such a process would lead to multiple hearings before two different courts on many of the same issues.

There is precedent for a CCAA court to allow creditors to resolve issues between them in another court during the pendency of CCAA proceedings. Reference is made to the decision of the Nunavut Court of Appeal in *Diavik Diamond Mines Inc.* v. *Tahera Diamond Corp.*, 2009 NUCA 3 (copy attached). At issue in this case was the priority of various mining lien claims against the debtor companies – Tahera Diamond Corporation and its subsidiary, Benachee Resources Inc. which sought and obtained CCAA protection in the Ontario courts. The priority dispute was resolved before the courts in Nunavut, where the mines were located. While not directly at issue in the attached decision, para. 4 makes reference to a fund established by the Ontario Superior Court for the benefit of the lien claimants to be paid out once the priority issues had been resolved. The process followed in the *Diavik* case is exactly the same process which ALC suggests be followed in this case.

If the Court proceeds to endorse the distribution proposed by the Monitor without addressing the priority issues between ALC and NAFA, there will be prejudice to ALC's position as NAFA would undoubtedly argue before the court which hears the main dispute between them that the priority issues were *res judicata*. It is submitted that there is no prejudice to NAFA (or to anyone else for that matter) if the allocation is postponed until matters between ALC and NAFA are settled, either through negotiation or otherwise.

As an alternative, ALC would be prepared to accept protective language in the distribution order which preserves ALC's rights to maintain its claims against NAFA. However, we submit that such language may be problematic and, in the end, does nothing to address the dispute between the parties.

We would be pleased to respond to any questions which Your Lordship may have in relation to these submissions.

Respectfully yours,

Maurice P. Chiasson, Q.C.

MPC

c.c. Tim Hill, Q.C., Counsel to Victory Farms Incorporated and Jonathan Mullen Mink Ranch Limited
Ben R. Durnford, Counsel to Deloitte Restructuring Inc.
Brian W. Stilwell, Counsel to North American Fur Auctions Inc.
Marg Organ, Senior Collections Officer, Workers' Compensation Board of Nova Scotia
John E. Murray, Counsel to Nova Scotia Farm Loan Board
Josh J.B. McElman and Gavin D.F. MacDonald, Counsel to Farm Credit Canada
The Bank of Nova Scotia – Atlantic CAU
Colin Piercey and Tipper McEwan, Counsel to CNH industrial Capital Canada Ltd.

2009 NUCA 3
Nunavut Court of Appeal

Diavik Diamond Mines Inc. v. Tahera Diamond Corp.

2009 CarswellNun 26, 2009 NUCA 3, 181 A.C.W.S. (3d) 641, 460 A.R. 380, 462 W.A.C. 380, 58 C.B.R. (5th) 314, 83 C.L.R. (3d) 194

Diavik Diamond Mines Inc. and BHP Billiton Diamonds Inc. as Joint Venturers of the "Tibbitt To Contwoyto Winter Road Joint Venture", Appellants and Tahera Diamond Corporation, Benachee Resources Inc., Dyno Nobel Nunavut Ltd., Nuna Logistics Ltd., and McCaw's Drilling and Blasting Ltd., Respondents

Robert Kilpatrick, Marina Paperny, J.D. Bruce McDonald JJ.A

Heard: September 22, 2009
Judgment: September 23, 2009
Docket: Iqaluit 08-002-CAP

Proceedings: affirming *Diavik Diamond Mines Inc. v. Tahera Diamond Corp.* (2009), 2009 NUCJ 5, 51 C.B.R. (5th) 128, 2009 CarswellNun 5, 78 C.L.R. (3d) 254 (Nun. C.J.)

Counsel: Gordon C. Weatherill, Q.C., for Appellants
R.M. Slattery, for Respondents, Nuna Logistics Limited
S. Molgat, for Respondents, Dyno Nobel Nunavut Inc.
A.J. Hladyshevsky, for Respondents, McCaw's Drilling and Blasting Ltd.

Subject: Contracts; Corporate and Commercial; Insolvency

Related Abridgment Classifications

Construction law

IV Construction and builders' liens
IV.9 Priorities

IV.9.b Between types of creditors
IV.9.b.iv Disputes between lienholders

Headnote

Construction law --- Construction and builders' liens — Priorities — Between types of creditors — Disputes between lienholders

Plaintiffs operated joint venture winter access road — Plaintiffs entered into third party user agreement with T Inc. to use road for developing diamond mine — T Inc. ran into financial difficulties and commenced proceedings under Companies' Creditors Arrangement Act — Plaintiffs filed lien claims under Miners Lien Act, and other companies filed shortly thereafter — Plaintiffs were granted leave to commence lien action against claims and leases on which diamond mine was located — Court ordered that one half of net proceeds received by T Inc. from sale of diamonds was to be placed in lien claimants' fund and was to stand in place of corresponding ore or minerals — Plaintiffs' application for priority for themselves among lien claimants was dismissed — Chambers judge determined that priority among lien claimants who provide work and services to same mine was not determined by time of registration of claim of lien — It would be inconsistent with legislative intent to treat lien holders differently or unequally — Major contractor being paid nothing would have been illogical and unfair — Therefore, subject to further determination on quantum, timeliness and lienability of claims, companies should share pro rate in lien finds — Plaintiffs appealed — Appeal was dismissed — Primary purpose of lien legislation is to better enable supplier of work or materials to recover amounts owing to them and to secure those amounts against land which has been improved by their work — "First in time" priority scheme advocated by appellants would not assist in attainment of legislation's objects and would in fact undermine them — Such a system would accord preferential treatment to contractors who supply labour and materials in early stages of project — Pari passu rule on other hand is consistent with general scheme of legislation and intention that legislation exists to better enable supplier of work and materials to recover amounts owing to them — Statutory lien regimes are abrogation of common law and legislation creating them must be considered in light of its unique purpose — Therefore, rules applicable to ordinary creditor's actions cannot automatically he held to govern peculiar statutory remedy of lien holders — Accordingly, lien holders were to share pro rata in lien claimants' fund.

Table of Authorities

Cases considered:

Access Mining Consultants Ltd. v. United Keno Hill Mines Ltd. (2000), 17 C.L.R. (3d) 126, 2000 YTSC 541, 2000 CarswellYukon 138 (Y.T. S.C.) — considered

Ace Lumber Ltd. v. Clarkson Co. (1963), [1963] S.C.R. 110, 4 C.B.R. (N.S.) 116, 1963 CarswellOnt 28, 36 D.L.R. (2d) 554 (S.C.C.) — followed

Byer's Transport Ltd. v. Terra Mining & Exploration Ltd. (1972), [1972] 2 W.W.R. 719, 24 D.L.R. (3d) 447, 1972 CarswellNWT 5 (N.W.T. Terr. Ct.) — considered

Charles White Co., Inc. v. Percy Galbreath & Sons, Inc. (1978), 563 S.W.2d 478 (U.S. Ky. Ct. App.) — considered

Curtis v. Richardson (1909), 10 W.L.R. 310, 18 Man. R. 519, 1909 CarswellMan 18 (Man. K.B.) — referred to

McPherson v. Gedge (1883), 4 O.R. 246 (Ont. C.A.) — referred to

Polson v. Thomson (1916), 34 W.L.R. 745, 10 W.W.R. 865, 26 Man. R. 410, 29 D.L.R. 395, 1916 CarswellMan 122 (Man. C.A.) — considered

Rizzo & Rizzo Shoes Ltd., Re (1998), 1998 CarswellOnt 1, 1998 CarswellOnt 2, 50 C.B.R. (3d) 163, [1998] 1 S.C.R. 27, 33 C.C.E.L. (2d) 173, 154 D.L.R. (4th) 193, 36 O.R. (3d) 418 (headnote only), (sub nom. *Rizzo & Rizzo Shoes Ltd. (Bankrupt), Re)* 221 N.R. 241, (sub nom. *Rizzo & Rizzo Shoes Ltd. (Bankrupt), Re)* 106 O.A.C. 1, (sub nom. *Adrien v. Ontario Ministry of Labour)* 98 C.L.L.C. 210-006 (S.C.C.) — followed

Town-N-Country Plumbing & Heating (1985) Ltd. v. Schmidt (1991), 49 C.L.R. 1, 86 D.L.R. (4th) 716, 93 Sask. R. 278, 4 W.A.C. 278, 1991 CarswellSask 243 (Sask. C.A.) —

referred to

Wyo-Ben Inc. v. Wilson Mud Canada Ltd. (1985), 41 Alta. L.R. (2d) 289, [1986] 2 W.W.R. 350, 23 D.L.R. (4th) 760, 1985 CarswellAlta 244 (Alta. C.A.) — referred to

Statutes considered:

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36
Generally — referred to

Mechanics Lien Act, R.S.N.W.T. 1988, c. M-7
Generally — referred to

Mechanics' Lien Act, R.S.O. 1960, c. 233
Generally — referred to

Miners Lien Act, R.S.N.W.T. 1988, c. M-12
Generally — referred to

s. 2(5) — considered

s. 11 — referred to

s. 11(1) — considered

s. 11(3) — referred to

Miners Lien Act, R.S.Y. 1986, c. 116
Generally — referred to

Nunavut Act, S.C. 1993, c. 28
s. 29 — referred to

APPEAL by plaintiffs from judgment reported at *Diavik Diamond Mines Inc. v. Tahera Diamond Corp.* (2009), 2009 NUCJ 5, 51 C.B.R. (5th) 128, 2009 CarswellNun 5, 78 C.L.R. (3d) 254 (Nun. C.J.), refusing to grant plaintiffs priority over other lien claimants.

***Per curiam*:**

Introduction

1 The *Miners Lien Act*, R.S.N.W.T. 1997, c. M-12 (the "*Act*"), which applies in Nunavut pursuant to s. 29 of the *Nunavut Act*, S.C. 1993, c. 28 exists, like all lien legislation, to protect the commercial interests of those who supply materials and labour to projects covered by the *Act*. Unlike much other lien legislation, however, the *Act* is relatively sparse in details regarding the mechanism for enforcing liens registered under it. Of particular interest in this appeal is the lack of an express provision setting out how lien claimants under the *Act* are to rank in priority among themselves. It is usual, in most statutory lien regimes, for lien-holders to rank *pari passu* (at an equal rate) and for available funds to be distributed *pro rata*, or proportionately, among them. The appellants here, two of five lien claimants in a diamond mine known as the Jericho Mine, seek a different approach to priority under the *Act*. They say that the common law priority rule of "first in time, first in right" should apply and that those liens first registered under the *Act* should be first in priority. The application of that rule would give the appellants priority over all but one other lien claim.

Background

2 The appellants, Diavik Diamond Mines Inc. and BHP Billiton Diamonds Inc., and three of the respondents, Dyno Nobel Nunavut Ltd. ("Dyno"), Nuna Logistics Ltd. ("Nuna") and McCaw's Drilling and Blasting Ltd. ("McCaw's"), are all lien claimants in relation to the Jericho Mine, operated at the relevant time by the respondent Tahera Diamond Corporation ("Tahera") and its wholly owned subsidiary, Benachee Resources Inc.

3 The appellants operate a winter access road to their respective mining and exploration operations in the Northwest Territories and Nunavut. Their contribution to the Jericho Mine was to allow Tahera to use the winter road to transport materials, supplies and equipment used in the mine operations. The appellants registered their lien, for just over $1.8 million, on January 24, 2008. Dyno supplied facilities, labour, supplies and material to manufacture and supply bulk explosive products used in blasting operations at the mine site. Dyno filed two liens: on January 8, 2008 for $620,839 and on February 18, 2008 for $502,775. Nuna provided contract mining and site support services to Tahera, including site construction and mechanical services. Nuna

filed its lien for over $16 million on February 28, 2008. McCaw's provided drilling and blasting services, supplies and materials. McCaw's lien for $2.3 million was filed on April 15, 2008.

4 Tahera commenced proceedings in Ontario under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36. On March 19, 2008, Spence J. of the Ontario Superior Court of Justice ordered that one half of any net proceeds received by Tahera from the sale of diamonds (the "Net Half Proceeds") should stand in the place of the corresponding ore or diamonds and that any person entitled to claim a lien under the *Act* could assert that claim against the Net Half Proceeds. A further order, made by Wilton-Siegel J. on July 18, 2008, created a separate interest bearing trust account for the benefit of the lien claimants in the amount of $2,000,000 (the "Lien Claimants' Fund"). The order provides that once there is adjudication or settlement of the lien claimants' respective entitlements to the Lien Claimants' Fund, all of the lien claims and actions will be discharged or dismissed. The order also gave leave to the parties to seek further orders and directions from the Ontario Court or the Nunavut Court of Justice regarding the lien claims and actions.

5 The miners' liens at issue in these proceedings total almost $21 million. The Lien Claimants' Fund contains just $2 million. If the appellants' position on the priority of liens is accepted, they would receive payment of the substantial majority of their lien claim; Dyno (whose first lien was registered prior in time to the appellants' lien) would receive partial payment, and Nuna and McCaw's would receive nothing.

6 Each of the lien claimants has brought a lien action by way of Statements of Claim in the Nunavut Court of Justice and each has filed a Certificate of Pending Litigation. The appellants also filed a Notice of Motion seeking various declarations in relation to their lien claim; only that portion of the Notice of Motion dealing with the question of the priority of lien claimants was addressed by the court in the proceedings below and it is only that question that arises on this appeal.

7 The chambers judge reviewed the legislative history of *the Act* and of lien legislation generally, as well as the relevant principles of statutory interpretation. He acknowledged that, unlike the *Mechanics Lien Act*, R.S.N.W.T. 1988, c. M-7, which states that each class of lien holder shall rank *pari passu*, the *Act* does not contain an express provision setting out priority among lien holders. *The Act* does, however, contain a provision permitting unified or joint action similar to a class action (as does the North West Territories *Mechanics Lien Act*) in s. 11(1):

> 11. (1) Any number of lien holders may join in one summons and any proceedings brought by a lien holder shall be taken to be brought on behalf of all lien holders ...

8 The chambers judge concluded that the legislative intent was to focus on the group rather than the individual lien holder; it would be inconsistent with that legislative intent to treat the lien holders differently or unequally. He therefore ordered that, subject to a further determination on the quantum, timeliness and lienability of the claims, the appellants and the other lien claimants share *pro rata* in the Lien Claimants' Fund.

9 The appellants have appealed the decision of the chambers judge. They raise a number of alleged errors in the chambers judge's reasoning, but the appeal comes down to just one issue: the proper interpretation of the *Act* and, specifically, how priority among lien claimants who provide work and services to the same mine or mineral claims is to be determined under the *Act*.

Analysis

10 A convenient starting point for the exercise in statutory interpretation required by this appeal is the so-called "modern principle" described in Driedger's *Construction of Statutes* (Toronto: Butterworths, 1974) and adopted by the Supreme Court of Canada as its preferred approach in the well known case of *Rizzo & Rizzo Shoes Ltd., Re*, [1998] 1 S.C.R. 27 (S.C.C.) at para. 21, [1998] S.C.J. No. 2:

> Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context, in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

11 Miners' liens such as those created by the *Act* and the analogous builders' and mechanics' liens created by similar legislation are purely statutory rights; such liens were unknown to English common law. Statutory construction liens first appeared in the common law jurisdictions of North America in 1791, when Maryland enacted the first North American lien legislation. Some form of lien legislation exists in every common law province of Canada, as well as in the territories: *Construction Builders' and Mechanics' Liens in Canada*, Bristow, Glaholt, Reynolds, Wise, (7 ed, 2009 - Release 4) Volume 1 at p. 1-1.

12 The Supreme Court of Canada has termed such liens "an abrogation of the common law", that grants to one class of creditors a security or preference not enjoyed by all. Accordingly, lien statutes must be interpreted strictly in determining whether a claimant has brought itself within the terms of the statute so as to claim entitlement to a lien. When the claimant's right to a lien has been established, however, the statute should be "liberally interpreted toward accomplishing the purpose of its enactment": *Ace Lumber Ltd. v. Clarkson Co.*, [1963] S.C.R. 110 (S.C.C.), at 114 ("*Clarkson*").

13 The Supreme Court was interpreting the Ontario *Mechanics' Lien Act* in *Clarkson*. However, the same rule of statutory interpretation has been applied, properly in our view, to the Yukon *Miners Lien Act*: *Access Mining Consultants Ltd. v. United Keno Hill Mines Ltd.*, 2000 YTSC 541, 17 C.L.R. (3d) 126 (Y.T. S.C.) at para. 5. It is equally applicable to the *Act* at issue here.

14 Lien legislation is remedial, its purpose being to secure the parties entitled to its benefits for the value of work done and materials supplied to an improvement: *Curtis v. Richardson* (1909), 18 Man. R. 519 (Man. K.B.). The primary purpose of lien legislation is to better enable the suppliers of work and materials to recover the amounts owing to them and to secure those amounts against the land which has been improved by their work: see, eg, *Wyo-Ben Inc. v. Wilson Mud Canada Ltd.*, [1985] A.J. No. 1114, 23 D.L.R. (4th) 760 (Alta. C.A.); *Town-N-Country Plumbing & Heating (1985) Ltd. v. Schmidt* (1991), 86 D.L.R. (4th) 716, 93 Sask. R. 278 (Sask. C.A.). That is also the object of miners lien legislation generally, and of the *Act* in particular.

15 The appellant argues that the provisions of construction and mechanics lien legislation in other jurisdictions have no relevance to the interpretation of the territorial miners lien legislation. We cannot agree. Lien legislation shares a common purpose and, often, a similar scheme for the attainment of that purpose. Territorial courts have often looked to the principles applicable to other lien legislation for assistance in interpreting the territorial miners lien acts. In *Byer's Transport Ltd. v. Terra Mining & Exploration Ltd.*, [1972] 2 W.W.R. 719, 24 D.L.R. (3d) 447 (N.W.T. Terr. Ct.), Morrow J. adopted the following statement of the Manitoba Court of Appeal (in *Polson v. Thomson* (1916), 26 Man. R. 410, 29 D.L.R. 395 (Man. C.A.)) as applicable to his interpretation of the N.W.T. Miners' Lien Ordinance:

> In any event the authorities now seem to indicate that it is for the Courts to work out as best they can the problems arising under the Act by giving effect to its spirit rather than its letter, and it is undeniably the intention of the statute to afford protection to the men who supply labour and materials.

16 The "first in time" priority scheme advocated by the appellants would not assist in the attainment of the *Act*'s objects. It would, indeed, undermine them. As the respondents note, such a system would accord preferential treatment to contractors who supply labour and materials in the early stages of a project, as is amply illustrated by the circumstances of this case. There is no indication in the *Act* of an intent to prefer certain lien claimants over others, assuming all have a valid lien claim. To the contrary, the *Act* contemplates that the claims of all lien holders will be dealt with together, for the benefit of all and to avoid a multiplicity of proceedings and its attendant costs: s. 11(1) and (3); *McPherson v. Gedge* (1883), 4 O.R. 246 (Ont. C.A.) at para. 43 ("*McPherson v. Gedge*").

17 Similar concerns were recognized by the Court of Appeals of Kentucky, one of the very few North American jurisdictions whose lien legislation does not expressly provide that all lien holders rank *pari passu* and share *pro rata* in available funds. In *Charles White Co., Inc. v. Percy Galbreath & Sons, Inc.*, 563 S.W.2d 478 (U.S. Ky. Ct. App. 1978), the court rejected the argument that a "first in time" priority system should apply, noting that such a regime "contradicts the purpose of the act and could lead to a ridiculous race to the premises by materialmen seeking to be first to begin furnishing materials".

18 The *pari passu* rule, on the other hand, is consistent with the general scheme of the *Act* and the intention that the *Act* exists to better enable suppliers of work and materials to recover the amounts owing to them. We agree with the respondent McCaw's that it is no coincidence that lien legislation in virtually all North American jurisdictions provides for a *pro rata* distribution among lien claimants. It is a just means of deciding priority that is in keeping with the object and general scheme of statutory lien regimes. It is also consistent with the rest of the *Act*. Section 2(5) of the *Act* provides that a registered lien takes priority over all mortgages and encumbrances as to 1/2 of the output from the mine; on the other hand, the *Act* expresses no intention to have one registered lien holder take priority over another. As noted above, s. 11 deems an action brought by one lien holder to be brought on behalf of all and implies, in our view, an intention that the lien holders share equally in the proceeds of such an action.

19 We see no reason to apply the common law priority rule of "first in time, first in right" to lien holders under the *Act*. Statutory lien regimes are "an abrogation of the common law" and the legislation creating them must be considered in light of its unique purpose; the rules applicable to ordinary creditor's actions cannot automatically be held to govern the peculiar statutory remedy of lien holders: *McPherson v. Gedge* at para. 43.

20 We agree with the chambers judge that, subject to a further determination on the quantum, timeliness and lienability of the claims, the lien holders share *pro rata* in the Lien Claimants' Fund.

21 The appeal is dismissed.

Appeal dismissed.

History (2)

Direct History (2)

H 1. Diavik Diamond Mines Inc. v. Tahera Diamond Corp.
2009 NUCJ 5 , Nun. C.J. , Feb. 20, 2009

Affirmed by

H 2. Diavik Diamond Mines Inc. v. Tahera Diamond Corp.
2009 NUCA 3 , Nun. C.A. , Sep. 23, 2009
Judicially considered 2 times

Citing References (4)

Treatment	Title	Date	Type	Depth	Abridgment Classifications
Considered in	1. P.S. Sidhu Trucking Ltd. v. Yukon Zinc Corp. 2016 YKSC 42 (Y.T. S.C.)	Aug. 30, 2016	Cases and Decisions		CNT.IV.5.n NAT.II.2.c
Considered in	2. Hy's North Transportation Inc. v. Finlayson Minerals Corp. 2016 YKSC 43 (Y.T. S.C.)	Aug. 30, 2016	Cases and Decisions		CNT.IV.11.b.i CNT.IV.5.n CON.XII.3
—	3. Houlden & Morawetz, Bankruptcy Analysis N§90, Lien Claims	2009	Secondary Sources	—	—
—	4. Houlden and Morawetz Insolvency Newsletter; 2009-46 Houlden & Morawetz On-Line Newsletter	2009	Secondary Sources	—	—

