

# Ferrara v. Cridland

Between  
Paula Sigrid Annie Ferrara, plaintiff, and  
Leslie Stewart Cridland and Dal-Reo Industries Ltd.,  
defendants

[2005] B.C.J. No. 988  
2005 BCSC 605  
30 R.P.R. (4th) 288  
139 A.C.W.S. (3d) 383  
New Westminster Registry No. S86033

**British Columbia Supreme Court**  
**New Westminster, British Columbia**  
**Gill J.**  
**(In Chambers)**

Oral judgment: April 25, 2005.  
Released: May 4, 2005.  
(82 paras.)

*Real property law — Interests in land — Licences — Revocation — Registration of documents — Lis pendens (certificate of pending litigation) — Vacating of — Wills, estates & trusts law — Trusts — Constructive trusts — Unjust enrichment — Civil procedure — Estoppel — Estoppel raised by pleadings.*

Application by the defendants, Dal-Reo Industries and Cridland, for summary judgment in respect of certain preliminary issues. The plaintiff, Ferrara, was the daughter of the defendant, Cridland, the sole shareholder and director of Dal-Reo. Dal-Reo owned a 70-acre property on which Ferrara and her family resided. Ferrara and her family were involved in the construction of their home and the family business of breeding and raising horses. An acrimonious family dispute ensued. The defendants submitted that Ferrara occupied the property pursuant to a licence which was revoked. The defendants claimed an entitlement to vacant possession. Ferrara filed a certificate of pending litigation against the property on the basis that the defendants were unjustly enriched and a constructive trust arose in her favour. The defendants sought a preliminary determination of whether Ferrara had a proprietary interest in the assets of Dal-Reo, and whether her right or licence of occupation was revocable on reasonable notice. The defendants further sought the removal of the certificate of pending litigation. Ferrara submitted that the application was premature because the discovery process was incomplete, and that a proprietary estoppel was established with respect to the revocable licence of occupation.

**HELD:** Application allowed in part. The defendants established financial hardship sufficient to warrant the removal of the certificate of pending litigation. It was not appropriate to determine

issues of enrichment and deprivation while the evidentiary record was incomplete. Ferrara was granted leave to amend her pleadings in order to clarify the nature of the licence of occupation, and to properly establish a claim in contract and for proprietary estoppel.

**Statutes, Regulations and Rules Cited:**

British Columbia Supreme Court Rules Rule 18A

Land Title Act, R.S.B.C. 1996, c. 250

**Counsel:**

Counsel for the Plaintiff: C.A. Campbell

Counsel for the Defendant: D.H. Clarke  
D.A. Hobbs

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¶ 1 **GILL J.** (orally):— There are a number of applications before the court.

¶ 2 Before turning to those applications, it is appropriate to briefly recite the factual background which gives rise to this action. The defendant, Dal-Reo Industries Ltd. is the owner of a 70 acre property located on Richardson Road in Pitt Meadows, which I will refer to as Lot 1. The property was purchased by Dal-Reo in 1974. The plaintiff, Ms. Ferrara, is the daughter of the defendant, Leslie Stewart Cridland, the sole shareholder and director of Dal-Reo.

¶ 3 Ms. Ferrara and her family reside in a home on Lot 1, which was constructed in approximately 2002. She has deposed that her father implored her to move to the farm saying that he needed more help and wanted the farm to remain in the family. Mr. Ferrara was involved in the construction of that home, providing labour and funds. Dal-Reo granted a mortgage to him in the amount of \$500,000 and that mortgage was paid in December 2004. The defendants say that Ms. Ferrara has no more than a revocable licence to occupy the property. Notice of revocation has been given and the defendants claim an entitlement to vacant possession. It is Ms. Ferrara's position that she is entitled to remain.

¶ 4 Until recently Dal-Reo was in the business of breeding and raising horses and it conducted that business on the property. Mr. Cridland states that there are now only seven horses remaining on the property and Dal-Reo no longer participates in the breeding and raising business. It is not disputed that for many years the plaintiff was actively involved in this business. However, the plaintiff categorizes her involvement with the business and the property in a somewhat different light than does her father and says that since 1974, she has contributed money, services and labour directly to the property and other assets such that a constructive trust arises in her favour. A certificate of pending litigation has been filed.

¶ 5 A complicating factor is the existence of the Dal-Reo trust. The trust agreement is dated March 1, 2001. Mr. Cridland is described as the settlor. Ms. Ferrara was one of the trustees and a signatory to the trust. Mr. Cridland deposed that he settled all of the shares of the capital stock of Dal-Reo on the Dal-Reo trust. The initial beneficiaries of the trust were two of his children, Ms. Ferrara and her brother, Charlie, and the defendant, Mr. Cridland. The defendant has the power

to designate others as beneficiaries and utilizing this power, he has added his spouse and Ms. Ferrara's two children. The assets of the trust are solely for Mr. Cridland's benefit during his lifetime. He is presently 72. Ms. Ferrara ceased to be a trustee in 2004.

¶ 6 Mr. Cridland has deposed that with the horse business no longer being conducted on Lot 1, there is no point in Dal-Reo continuing to own the property. The grounds and buildings do not generate income and merely create ongoing expense. Both are rapidly deteriorating. Further, the relationship between Mr. Cridland and his daughter and their respective families has deteriorated to a point where they can no longer live in proximity. The ill will is palpable in the courtroom, which is somewhat surprising given that we have been dealing with a chambers matter.

¶ 7 In any event, against that background, I turn to the applications.

¶ 8 As stated, there are several applications before the court. The first is an application brought by the defendants pursuant to Rule 18A for a determination in respect of certain issues. I will summarize the issues:

1. Does Ms. Ferrara have a proprietary interest in Lot 1 and other assets of the defendant, Dal-Reo Industries Ltd.? (I digress to say that there is not specific evidence about what all of those other assets are.)
2. If the answer is yes, is the plaintiff's claim appropriately compensated in money and money only?
3. Is the plaintiff's right or licence to occupy Lot 1 revocable on reasonable notice?

¶ 9 One of the objectives of the defendants is to remove the CPL. Indeed, I take that to be their primary objective. A determination in favour of the defendants in respect of the plaintiff's claims to an interest in the property would have the effect of releasing the CPL. The defendants also seek its release pursuant to the provisions of the Land Title Act, R.S.B.C. 1996, c. 250, an application which I will refer to later in these reasons.

¶ 10 In respect of this 18A application, the position of counsel for the plaintiff is that the matter should not proceed until the discovery process is complete, and thus the evidence is complete. Obviously, the defence position is that these issues can and should be determined.

¶ 11 Counsel did not refer to any authority dealing with when it is appropriate to grant judgment on an issue pursuant to Rule 18A. Particularly in recent years, there have been a number of decisions from our Court of Appeal which comment on applications such as the present. In my view, there are some general propositions which flow from those decisions which should be borne in mind in dealing with this 18A application.

¶ 12 While the rule permits parties to seek judgment on an issue, it was held in *Novin v. Danaii*, [2004] B.C.J. No. 2092, 2004 BCCA 527 at [paragraph] 31 that it must be an issue identifiable on the pleadings and specified in the application. It has also been held that where it is necessary to make findings of fact which may give rise to contrary findings later on remaining issues, it is inappropriate to resolve issues using Rule 18A: see *Otter Farm & Home Co-op. v. Sekhon*, [2001] B.C.J. No. 2338, 2001 BCCA 636 at [paragraph] 6.

¶ 13 I turn now to the pleadings.

¶ 14 It is alleged in the statement of claim that commencing in 1974 and continuing to the present, the plaintiff made contributions to the property and other assets of the defendants. The defendants have been enriched by her contributions and there is no juristic reason for the enrichment. The plaintiff asserts a constructive trust. It is further alleged that Ms. Ferrara was granted an unrestricted right or licence to reside in the home on Lot 1 and that the defendants agreed that title to Lot 1 would be transferred to her on or before the death of the defendant, Cridland. In her prayer for relief, Ms. Ferrara seeks a declaration regarding ownership of the property and other assets of the defendants "under the laws of resulting trusts, constructive trusts and unjust enrichment," a declaration that she is a licensee of the defendant Dal-Reo and therefore has the right to continue to occupy the property, an injunction restraining the defendants from its disposal, and an order of "restitution for unjust enrichment" and damages for breach of contract.

¶ 15 In their statement of defence, the defendants deny that they have been unjustly enriched or that a constructive trust has been established. It is alternatively pleaded that if the plaintiff earned a beneficial interest in the property, she is estopped from making that claim by reason of the provisions of the agreement establishing the Dal-Reo trust. It is alleged that the property is held by the trustees according to its terms. It is admitted in the pleadings that the defendant, Mr. Cridland, granted to the plaintiff a licence to occupy the property, but it is alleged that the licence is revocable upon reasonable notice. Finally, it is asserted that the agreement whereby the plaintiff and her family moved to the property has been performed according to its terms, and thus her claim for breach of contract must be dismissed.

¶ 16 A counterclaim is advanced in which it is alleged that the plaintiff's licence has been revoked and that the defendants are entitled to vacant possession. The statement of defence to that counterclaim includes the following pleading:

3. Further, in the alternative, if the plaintiff occupies the property under licence granted by the defendant, Dal-Reo Industries Ltd., which is not admitted, then the plaintiff says that the licence is irrevocable for so long as the plaintiff continues to occupy the property.

I digress to say that, at least to me, the pleading seems inconsistent with the statement of claim.

¶ 17 In any event, I turn next to the issues of unjust enrichment and constructive trust. It is clear that these issues are raised by the pleadings. There is no question but that to establish unjust enrichment the plaintiff must prove an enrichment, a corresponding deprivation and the absence of a juristic reason for the enrichment. As McLachlin J. noted in *Peter v. Beblow*, [1993] 1 S.C.R. 980 at 987, a number of remedies may be available when unjust enrichment is established. One is a payment for services rendered. Another equitable remedy is the constructive trust. The remedy of constructive trust arises where monetary damages are inadequate and where there is a link between the contribution and the property in which the trust is claimed. Obviously, it is Ms. Ferrara's position that a constructive trust is the appropriate remedy. The defendants argue that if there has been an unjust enrichment the appropriate remedy is a monetary award.

¶ 18 I begin by commenting on the specific questions that have been posed for the court.

¶ 19 In my view, if the defendants intend to ask the court to address the issues of unjust enrichment and the appropriate remedy, they have not properly framed the first two questions. Logically, the first question must be whether unjust enrichment has been established, and the second is the appropriate remedy. If the plaintiff has a proprietary interest in Lot 1 because a constructive trust is the appropriate remedy, the only answer to question 2 can be "no."

¶ 20 In my view, however, there is a more fundamental difficulty with the issues as posed. The defendants ask the court to conclude that if unjust enrichment is established a monetary award is the appropriate remedy, but the court is specifically asked not to quantify the amount and it is seemingly agreed that there is not sufficient evidence before the court to even permit quantification.

¶ 21 I have difficulty understanding how it can be appropriate to separate the two issues. To deal with the plaintiff's claim of unjust enrichment it is necessary to address questions of enrichment and deprivation. I shall attempt to illustrate the difficulty with a very simple example, although there are many. It is seemingly agreed that between 1996 and 2003, Ms. Ferrara received some payment for services rendered. What she was paid and whether it was adequate compensation for whatever services were performed must surely be relevant to both whether there was an unjust enrichment and what monetary award is appropriate if money is proper compensation. Further, a finding that a monetary award is the appropriate remedy, leaving quantification to a later date, risks contrary findings.

¶ 22 I therefore do not agree with the position of the defendants that it is appropriate to proceed as they suggest on issues of unjust enrichment and constructive trust. I am not prepared to do so when the evidence is incomplete.

¶ 23 I turn next to the plaintiff's right or licence to occupy Lot 1.

¶ 24 The pleadings do at least raise the issue of the nature of the licence granted to the plaintiff. In respect of this issue, the defendants say that the legal question is whether a proprietary estoppel has been established. The assumption which underlies their argument is that if a proprietary estoppel is not made out, the plaintiff has only a bare licence which is fully revocable albeit on reasonable notice. I will comment first on the latter proposition. I do not agree that is the necessary end result should it be concluded that a proprietary estoppel is not made out. The assertion of the plaintiff seems to be that she has a licence to occupy the property irrevocable during Mr. Cridland's lifetime, although I say, frankly, that it is impossible on the pleadings to be sure what she asserts. In any event, the third question actually posed for the court is not whether a proprietary estoppel has been established and, if so, what is the appropriate remedy. The question has been more broadly posed, but not more broadly addressed.

¶ 25 In my view, there is an additional problem, being the absence of a specific pleading of proprietary estoppel. What is unusual in the present case is that the defendants have raised the issue hoping, no doubt, to deal with all claims which could be claims to an interest in the property.

¶ 26 Given the general law that an estoppel must be pleaded if it is to be relied upon, I would have thought that if a plaintiff asserts a proprietary estoppel, there would be a reference to an

estoppel in either the statement of claim or in the defence to the counterclaim. The question of the necessity to plead an estoppel was addressed at some length in 32262 B.C. Ltd. v. McDonell, [1998] B.C.J. No. 1503. Morrison J. reviewed various authorities and concluded that the requirement that estoppel be pleaded is not a strict rule, but it must nevertheless be clear from either the pleadings or the evidence, or both, that estoppel is at issue.

¶ 27 The absence of a specific pleading is apparently not of concern to the defendants in the present case, at least so long as the court concludes that estoppel is not made out. (I suspect that there would be some concern about the absence of a pleading were the court to conclude that it is made out.) But it is nevertheless of concern to me as I cannot conclude that it is clear from the pleadings or the evidence that the plaintiff is actually alleging a proprietary estoppel.

¶ 28 For these reasons, it is my view that it would be inappropriate to decide the question posed regarding the plaintiff's licence.

¶ 29 As may have been apparent from what I have already said, it is my view that the statement of claim is both poorly drafted and confusing. It is my view that it should be amended. Unless anyone wishes to make argument about my ability to order that this pleading be amended, I will order that that amended pleadings be filed within 14 days. The basis of the claim for a licence and the nature of the licence must be clarified. If some kind of contract is truly being alleged, it should be properly pleaded. If an estoppel is the basis of the claim, it should be clear from the pleadings that an estoppel is actually being raised. As I have already said, it is my view that the defence to the counterclaim and the statement of claim are, in fact, inconsistent, but I leave that to counsel.

¶ 30 I turn next to the second of the applications, which deals with removal of the certificate of pending litigation.

¶ 31 Mr. Cridland has deposed that the equestrian facility ceased to operate in 2003, the buildings on Lot 1 are deteriorating, and the only sensible course for Dal-Reo is to sell Lot 1 as soon as it is able to do so. He further deposes that Dal-Reo is experiencing financial difficulties which relate to the financing of its day to day business. He has deposed that it has a line of credit with HSBC Bank in the sum of \$1 million. One half of this line of credit has been used to pay the mortgage in favour of Mr. Ferrara and another \$350,000 has been used to pay normal operating costs and the costs of this litigation. He says that in normal circumstances Dal-Reo would be able to operate its business comfortably with the \$250,000 line of credit. Obviously, that amount is no longer available to him.

¶ 32 Mr. Cridland also addresses the issue of the difficulties created by the proximity of the parties, as do others in other affidavits. He says that contact has caused friction. He refers to a complaint made to the District of Pitt Meadows regarding the use of Lot 1 by the businesses conducted on the adjacent lot by the defendants. Mr. Cridland also says that the situation has caused considerable stress and worry, and he refers to the fact that he has heart disease and hypertension.

¶ 33 The affidavit of Mr. Antalok, a realtor, was also filed in support of the application to remove the CPL. He is the listing agent. Three prospective buyers have presented offers, the highest in excess of \$2 million. As he says, and what would be obvious in any event, the CPL

and the existence of this litigation have caused difficulties with the marketing of the property. Mr. Barrow, who has an interest in purchasing the property, has deposed to his encounter with the plaintiff in mid-March when he went to view Lot 1.

¶ 34 The plaintiff resists this application on a number of bases. It is argued on her behalf that the financial hardship has been manufactured because the mortgage was repaid earlier than required. It is said that there is income available, for example, from breeding bonuses. Although the buildings may be deteriorating, it is argued that there is evidence which suggests that buyers are not interested in these buildings. Presumably, the plaintiff would say that they will simply be removed if the property is sold.

¶ 35 The plaintiff even goes so far as to say that the court should not accept Mr. Cridland's evidence that there is a \$1 million line of credit. On that issue, however, it is my view that there is no evidence to the contrary and I simply do not accept the exhibit appended to Ms. Ngo's affidavit number 4 as proof that there is not a \$1 million line of credit.

¶ 36 To address the other arguments of the plaintiff, I do not accept that the financial difficulty is manufactured. It is my understanding that the mortgage to Mr. Ferrara would have been repayable in advance of the trial date and it was a legitimate and significant debt.

¶ 37 I take it to be acknowledged that unused buildings are, in fact, deteriorating, and it is no answer to say that some potential buyers are interested only in the land. It is also seemingly acknowledged that Dal-Reo does not utilize the property. The defendants' characterization of Lot 1 as an underperforming asset would seem to be correct. That Dal-Reo may receive some amount in breeder's bonuses may lessen the financial burden, but that only partially addresses the issue before the court.

¶ 38 It is also clear that the relationship between the plaintiff and her father and their respective families is very poor. Ms. Ferrara could barely sit through these proceedings. There is evidence in several affidavits regarding what I can only describe as an extraordinarily sad state of affairs including that of Mr. Barrow, who says he was told by the plaintiff that Lot 1 was not for sale when indeed it was, that he should get off the property, which she has no entitlement to say, and that otherwise Ms. Ferrara would show him her shotgun, an extraordinary comment. Remarkably Mr. Ferrara says in his affidavit that a solution would be the building of a 10 foot fence, and even if facetious, his affidavit speaks loudly to the magnitude of the problem that this family is now experiencing.

¶ 39 As stated, Mr. Cridland is 72, and this matter, if it goes to trial, will not be resolved until the fall of 2006, at the earliest.

¶ 40 For all of the above reasons, I am prepared to accept the defence argument that hardship has been established and I am prepared to order the removal of the CPL.

¶ 41 In terms of security, I am not prepared to simply adopt Mr. Cridland's calculations regarding the magnitude of the plaintiff's claim. There are a number of difficulties with those calculations, including that they are incomplete. I frankly do not know how to adequately address the issue of security given the limited evidence which is available, and, in my view, the only option is to order security in a generous amount being \$400,000.

¶ 42 I feel it appropriate to comment insofar as I can on the magnitude of the claim. If the plaintiff succeeds on the issue of constructive trust, which in my view, is the only aspect of this pleading which raises the question of an interest in land, she cannot hope to establish a claim equal to the value of this property, which exceeds \$2 million.

¶ 43 The removal of the CPL will presumably result in the sale of the property on which the plaintiff and her family reside. When I conclude these reasons, I will ask both counsel how they think it appropriate to ensure that the plaintiff and her family are not simply displaced on a few weeks notice.

¶ 44 The final application is for an order to compel answers to certain discovery questions. I will attempt to deal with this briefly.

¶ 45 I agree with defence counsel that requests number 1, 8, 9, 10, 17, 24 and 44 have no relevance to the plaintiff's claims. I do not understand why the benefits given to siblings of Ms. Ferrara are in any way material to this matter. This is not a wills variation action. Mr. Cridland is alive. The defendant's will is also not material, nor is Dal-Reo's indebtedness.

¶ 46 My understanding is that Mr. Campbell does not pursue requests number 17 and 34.

¶ 47 I agree that requests number 25, 32, 33, 40 and 41 should be answered, although I do say that some are of very minor relevance.

¶ 48 The trust property has relevance, in my view, because of the plea regarding the trust. If documents exist as to the value of Lot 1, it is my view that they should be produced. As to Mr. Ferrara's contributions, the plaintiff seeks to argue that they are relevant, and I cannot say with certainty that they are not. Accordingly, that question should be answered.

¶ 49 To be sure, let me say that my understanding at the outset, now many months ago, of this application was that it dealt with requests number 1, 8, 9, 10, 11, 17, 24, 25, 32, 33, 34, 41 and 44 and agreement had been reached on the remainder. I have dealt with all except number 11. I am not clear from the submissions whether the defendants agreed to provide this information. It seems that they do, and I treat number 11 as going by consent, as well.

¶ 50 Now, I do not know whether anyone is able to tell me whether I have dealt with all the discovery requests. I think I have.

¶ 51 MR. CLARK: We've answered a lot of them, and I'm --

¶ 52 THE COURT: I suspect a lot of them have been answered and I think that I have responded to them all. Mr. Campbell, are you able to confirm that I have? No, you don't have materials either.

¶ 53 MR. CAMPBELL: No, I'm -- I don't have the list in front of me, My Lady.

¶ 54 MR. CLARK: I expect that to solve itself on the basis of these reasons.

¶ 55 THE COURT: I suspect it will. I simply was going from my checkmarks on the list of requests, and given the passage of time, I am afraid I have no independent memory of that. So I

was not sure whether my notes were entirely correct. I do not want to make a big issue of the least important issue here, but that was a matter before the court. Now --

¶ 56 MR. CLARKE: I don't intend to raise any challenge to your authority to call upon the plaintiff to amend the pleading. Your order will be evident from your reasons. I'm suggesting that it follows that, as matters stand, there is no licence, nor a claim to a licence as matters stand. Is that --

¶ 57 THE COURT: A claim to a licence, as I understand it, Mr. Clarke, does not, even if successful, amount to an interest in land. Indeed, one of the authorities that I believe Mr. Campbell provided - and I am sorry, I am very bad with case names, but it was a decision of Mr. Justice McEwan - sets out various property texts, which comment that a licence, even if irrevocable, does not create an interest in land.

¶ 58 I had assumed that what you were doing, Mr. Clarke, was attempting to think of the only thing that you could find which created that interest or potentially created that interest, which would be a proprietary estoppel. But it is not my understanding, unless anyone wishes to correct me as the issue was not addressed, but if we go back to that decision - and I am sorry, I do not have it in front of me now, it may still be in my office - but if we go back to that decision we will see passages which clearly say that.

¶ 59 MR. CLARKE: It follows that you are calling upon the plaintiffs to amend, and are you seized of questions that arise in future relative to that?

¶ 60 THE COURT: I am not, and I should say, as well Mr. Campbell, you do not challenge my authority to require you to amend or do you?

¶ 61 MR. CAMPBELL: I think, with respect, My Lady, it might be more appropriate to direct that an amendment be made rather than order simply --

¶ 62 THE COURT: Mr. Campbell, I am asking about the provisions of Rule 18A and subrule -- is it (13)? It is the subrule that gives the long list of what the court may do --

¶ 63 MR. CAMPBELL: Options --

¶ 64 THE COURT: -- if it does not grant an application and one of them refers to the amendment of the pleadings. That is why I ask whether there is challenge, but if there is challenge, we are going to look directly at Rule 18A and you are going to tell me why that subrule does not apply here.

¶ 65 MR. CAMPBELL: My Lady, it is not a challenge. It is merely a suggestion, in my view, in that the court isn't, as I understand it, directing specific amendments, but if certain issues are intended to be followed, or not, the pleadings should be amended to correctly reflect that and to remove any inconsistency in pleadings.

¶ 66 THE COURT: With all due respect, Mr. Campbell, it would be wise for you to amend these pleadings and --

¶ 67 MR. CAMPBELL: I understand that.

¶ 68 THE COURT: -- In any event, you have now been ordered to.

¶ 69 MR. CLARKE: Now, on the question of --

¶ 70 THE COURT: And what flows from that - Mr. Clark, I am sorry - is that you have liberty to bring on another 18A application.

¶ 71 MR. CAMPBELL: Right. I understand that. Thank you. On the question of displacement on a few weeks notice, I can give you a commitment as an officer of the court we're not going to take part in any exercise that puts this family to an inconvenience. I wonder if the way to deal with that is on a liberty to apply basis if -- we're unable to come to some kind of satisfactory conclusion to that question, or if -- I mean, you want to pick a notice period, but there are children in school here and really they --

¶ 72 THE COURT: The reason that I ask and the -- obviously, the lifting of the CPL does not mean that the property will be sold. I do not know what buyers are out there or whether these offers are amounts of money that are attractive. It in some ways does not make any sense to me to make any orders which require anyone to leave when they may not be required --

¶ 73 MR. CAMPBELL: Right.

¶ 74 THE COURT: -- to leave. So that is why it -- when I came to dealing -- actually dealing with it, it struck me that I should hear from you further before I did anything.

¶ 75 MR. CLARKE: Well, there are children in school and that defines to some extent what's likely to be convenient for people, and I can tell you that I don't see that being a problem for us, but if we were able to come --

¶ 76 THE COURT: Mr. Campbell?

¶ 77 MR. CAMPBELL: I might cut matters short by saying I fully agree with my friend's suggestion that there be liberty to apply.

¶ 78 THE COURT: Yes. It seems most appropriate to me to leave the issue, but I did want to hear from you.

¶ 79 To my mind, that takes care of all of the issues before me. I will return this volume of materials unless you -- in case you have a --

¶ 80 MR. CLARKE: Do you have anything to say about costs, My Lady?

¶ 81 MR. HOBBS: Costs in the cause?

¶ 82 THE COURT: I think the normal rule should follow, and it is that, as you say, Mr. Hobbs.

GILL J.