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Family feud sparked over ownership of cottages

A recent decision of the Ontario Superior Court of Justice (see below) provides a timely reminder that parents who want their cottages to remain in the family should consider a plan for orderly succession in ownership, and put those instructions in writing.

The court ruling, released in January, concerns Margaret Sheldrake, who owns two cottages in Bancroft, Ont. Although they were in bad condition, she wanted them to remain in the family. Back in 2000, she made an agreement with her son Douglas that he would move to the cottages and renovate them with her assistance. In return, he would receive title to both cottages on his mother's death or possibly earlier.

The arrangement would achieve his mother's objective to keep the cottages in the family. At the time, the cottages were worth about \$300,000. Margaret told Douglas that the other siblings would be appropriately compensated in her will.

In the spring of 2001, mother and son confirmed the agreement orally and a few months later, put it in writing. Margaret told Douglas that the properties were his and she gave him the keys.

Douglas resigned his job in Toronto and moved into the cottages fulltime. The intention was that he would live in one and rent out the other when renovations were complete.

Over the next few years, Douglas arranged for and oversaw extensive repairs and improvements to both buildings. He did some of the work and contracted out the rest. During this period, Margaret provided most of the financial assistance, and from time to time, paid Douglas a stipend for his living expenses.

In the fall of 2003, the relationship between mother and son began to deteriorate. Margaret wanted to sell the cottages and compensate Douglas financially in her will. Margaret's other son, Donald, became increasingly involved in acting for his mother, and the relationship between the brothers became acrimonious.

In March 2004, Donald emailed Douglas to say that he had taken over control of his mother's assets with a power of attorney.

"It's all mine," he wrote, "I'm keeping everything, the rest of you can all die as far as I'm concerned."

By early 2006, Margaret had obtained a court order evicting Douglas from the cottages, and he moved out.

Eventually, Douglas sued his mother, asking the court to declare that he was the beneficial owner of the two cottages and that his mother held them in trust for him.

When the case came up for trial last year, Douglas was the only party to present evidence. Margaret did not testify and did not call any evidence on her behalf.

Justice A. deLotbinière Panet found Douglas to be a credible witness and accepted his evidence on all major issues.

The judge noted Margaret's failure to give evidence weighed heavily against her and amounted to an implied admission that her evidence would not support her position.

In the end, the court found there was an agreement between mother and son. Douglas' actions in moving into the cottages and repairing them supported his position there was an agreement to give him the cottages.

The judge ruled that Douglas was the beneficial owner of the cottages and that his mother was holding them in trust for him during her lifetime. Douglas was entitled to possession of the cottages and had to pay ongoing expenses of operation and maintenance except for property taxes, which were the responsibility of his mother.

The Sheldrake case illustrates how cottage ownership can stir up more emotion and sentiment than other types of real estate ownership. Cottagers who want their summer retreats to remain in family ownership through succeeding generations would be well advised to consult with their children and seek advice from tax and legal professionals.

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<http://www.canlii.org/en/on/onsc/doc/2008/2008canlii874/2008canlii874.html>

Sheldrake v. Sheldrake, 2008 CanLII 874 (ON S.C.)

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Docket: CV 04-0670-00

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[Reflex Record](#) (related decisions, legislation cited and decisions cited)

Decisions cited

- [Brownscombe v. Public Trustee of Province of Alberta](#), 1969 CanLII 86 (S.C.C.) [1969] S.C.R. 658
- [Deglman v. Guaranty Trust Co. of Canada and Constantineau](#), 1954 CanLII 2 (S.C.C.) [1954] S.C.R. 725
- [Hunter's Square Developments Inc. v. 351658 Ontario Ltd.](#), 2002 CanLII 49491 (ON S.C.) (2002), 60 O.R. (3d) 264

Court File No. CV 04-0670-00

SUPERIOR COURT OF JUSTICE

BETWEEN:)	
)	
DOUGLAS KELLEY SHELDRAKE))	
Applicant)	Not Represented
)	
-and-)	
)	
)	
MARGARET GEORGINA SHELDRAKE))	
Respondent)	M. John Ewart and Kourtney Dwyer, for the Respondent
)	
)	
)	
)	

PANET J.

DECISION

Introduction

[1] The Plaintiff is the son of the Defendant Margaret Sheldrake who is the registered owner of two family cottages located in Bancroft, Ontario. The Plaintiff's claim involves the two family cottages

[2] The Plaintiff claims that his mother wished to keep the two cottages in the family and, in response to her request, it was agreed between them that he would move to and reside in the two cottages, would renovate and improve them, with her assistance, and in return he would receive title to the cottages on his mother's death or possibly earlier. The Plaintiff claims he has performed his side of the agreement.

[3] The Plaintiff seeks a declaration that he has a beneficial interest in the two cottage properties and he also seeks a declaration that his mother holds these two properties in trust for him.

Background

[4] The action by the Plaintiff was also against his brother Donald Sheldrake, also a son of the Defendant Margaret Sheldrake. The claim against the brother Donald was discontinued.

[5] The properties involved are two cottage properties located in Bancroft, Ontario:

- a) 186 Lewis Drive, R.R. #3, described as Part Lot 16, Concession 7, Plan 428, Lot 11 in the Municipality of Hylands East in the County of Haliburton, (sometimes referred to as the small cottage).
- b) 185 Lewis Drive, R.R. #3, described as Part Lot 16, Concession 7, Plan 428, Lot 12 in the Municipality of Hylands East in the County of Haliburton, (sometimes referred to as the large cottage).

The Evidence at Trial

[6] I would note that the only evidence at the trial was that of the Plaintiff by way of *viva voce* evidence, together with a significant volume of documentary evidence.

[7] No evidence was called by the Defendant. No indication was given, nor was there any evidence led, that the Defendant was

under any disability or as to any other reason which would have prevented her from giving evidence. No evidence was given by the brother Donald, who previously was a Defendant in this action. He was the author of a number of e-mails allegedly sent out on behalf of the mother in the years 2003 and following. Given the abusive content of the e-mails sent by the brother Donald which I will review in greater detail, together with the allegations that he had control of the mother's estate, it is perhaps understandable that he did not give evidence in this trial.

[8] In a civil trial, the burden is on the Plaintiff to establish his claim or claims on a balance of probabilities. As the only evidence before me was that of the Plaintiff, my decision is based on an assessment of the credibility of the Plaintiff which I have done. That assessment involved a review of the many factors involved in considering the credibility of a witness, including the manner of giving evidence, the demeanour, a consideration of the evidence itself, together with any possible inherent conflicts or inconsistencies, his responses in cross-examination, any inconsistencies with prior statements, his responses to my questions and a consideration of the documentary evidence offered by the Plaintiff.

[9] I find the evidence of the Plaintiff to be credible and I accept his evidence on all major points relevant to the determination of this case.

The Evidence of the Plaintiff

[10] The evidence of the Plaintiff was as follows.

[11] In the period between September and November, 2000 he was living at his mother's house in Stouffville, Ontario. During that time period, he was approached by his mother who told him that she wished to keep the two cottages in the family but his other siblings were not interested in the cottages. In response to her question, he stated that he was interested in the properties. At that time, one of the cottages was severely run down and in need of repairs and the other cottage was in need of repairs. He and his mother reached an agreement that he would move to and reside in the cottages and would work to repair and renovate the cottages, with her financial assistance. The objective was that after the cottages were repaired and improved, he would be financially independent as he would rent out the small cottage and would reside in the large cottage and would rent out one or two bedrooms in the large cottage in which he would be living. In return, the mother agreed that she would leave both cottages to him on her death or possibly earlier. The arrangement achieved his mother's objective to keep the cottages in the family. On his part, the arrangement represented a new lifestyle for the Plaintiff. His mother advised him that the cottages were appraised at approximately \$300,000 and the other siblings would be compensated appropriately in her will.

[12] In the fall of 2000, the Plaintiff had negotiated a new job near Toronto as Director of Software of a company, at a salary of \$145,000 per year, which was to start on January 1, 2001. He moved to the Toronto area and began his job as arranged. His mother went to Arizona for the winter where she resided until her return to her home in Stouffville in early April 2001. On her return, his mother confirmed with the Plaintiff the agreement between them. She stated that the properties were his and gave him the keys. He stated that he then resigned his job in Toronto and moved to and began to reside in the cottages in early April, 2001.

[13] When he took up residence, the smaller cottage was in very poor condition, almost uninhabitable, and the large cottage was in poor condition. Both cottages required extensive repairs and renovations to bring them up to a condition where they could be rented.

[14] The Plaintiff first resided in the larger cottage as the smaller one was not habitable. Over the next several years, on a full time basis, he arranged for and oversaw repairs and improvements to both properties. Some of the repairs and improvements were done by him and others were done by third party contractors. His mother provided most of the financial assistance. He provided his time and paid for some of the repairs and improvements from his own savings. From time to time during this period, he received a stipend from his mother of between \$1,500 to \$1,800 per month for his living expenses. It was part of the arrangement that the mother would provide support to the Plaintiff during the period that he resided in and performed or arranged for repairs and improvements to the two cottages until they were brought up to a reasonable standard. At that time, the Plaintiff would have the cottages for his use.

[15] The Plaintiff produced a copy of a typed document, dated August 4, 2001 which he said he prepared after discussions with his mother. The original copy was given to his mother, she took it away and several days later she returned a copy of the document signed by her. The Plaintiff identified the signature as being that of his mother. The document reads as follows:

August 4, 2001

Mom;

I've put together this simple small letter of acknowledgement, as you and I agreed to.

I hope this meets with your approval.

This is just a little note so that I know all of the work I am doing here, all of the time and money that I am putting into both of these little cottages, will in fact be mine.

You have promised me continually, that both of these little cottages will be mine as a part of my inheritance at a future date and I am working towards this end.

It is my intention to rent the small cottage and live in the larger one.

With this police stuff ongoing, it's difficult to know whether I will be able to find employment, so renting the small cottage

is a realistic source of income that I can generate and depend upon.

While I would appreciate it if you would transfer ownership now, at least this little letter makes me feel more confident that this will happen.

Thanks Mom.

Margaret Sheldrake

[16] The Plaintiff stated that the reference to police stuff was an issue with respect to his pension and retirement income relating to his prior employment as a police officer which had terminated in 1979.

[17] During the period from 2001 to 2003 the Plaintiff performed repairs and improvements to both properties to the extent that the small cottage was able to be rented for several weeks in the fall of 2003. The Plaintiff spent all of his time during this period both performing and supervising the repairs and improvements to these properties. The repairs and improvements to the cottages were funded both by his mother and by the Plaintiff using his own savings. There was detailed evidence by the Plaintiff as to the nature and extent of the repairs and improvements which were done to these two properties. During this time, the Plaintiff's mother, the Defendant, frequently visited the cottages and stayed there for weekends during the summers. Further, during this period the Plaintiff and his mother were in frequent telephone communication.

[18] The work done personally by the Plaintiff included the removal of a substantial amount of earth behind the rear of the cottage over a two year period and the planning of some 3,000 trees on both lots. His evidence was that he obtained these trees for transplanting from friends and neighbours and other sources. He arranged for the removal and cutting up of other trees which posed a danger to the cottages. He arranged for the rebuilding of the gas shed, for the fencing of the property by the road and the installation of a security gate, the building of a maple syrup shed, the installation of new 160 amp panels, the renovation of the laundry room and the refurbishing of the basement.

[19] With respect to the small cottage, he arranged for the replacement and insulation of the porch roof, for the installation of new windows, doors and carpets, the renovation and painting of the kitchen, the replacement of exterior glass and screens, the installation of new carpet and/or flooring in the small and master bedrooms, the installation of new windows and new baseboard heaters in the master bedroom. He personally did the painting in the small cottage. For those repairs and renovations which he arranged for, the Plaintiff did so by retaining contractors or sub trades and supervised them in the completion of all repairs and renovations as described. For those repairs and improvements which involved the retaining of outside contractors, he assisted these contractors where possible in order to reduce the expenses.

[20] As to the major portion of the repairs and renovations which were subcontracted, and as to materials when he performed the renovations, the majority of those bills were sent to his mother who paid for same. However, certain of the materials purchased and the contract renovations were paid for by the Plaintiff from his personal savings.

[21] I accept the evidence of the Plaintiff that during the period from 2001 until the late 2003, his mother was a frequent visitor to the properties, where she would stay overnight during the summers, and that the repairs and renovations met with her approval. I also note that the Plaintiff was in constant telephone communication with his mother during this period and there are long distance telephone bills which confirm this.

[22] In the fall of 2003, the renovations of the small cottage were complete and the Plaintiff proceeded to advertise the small cottage for rental and was successful in renting same, on one occasion for \$800 and on another occasion for \$1,200.

[23] I accept the evidence of the Plaintiff that he was told by his mother that his brother and his sister were living free at the family home in Stouffville. He was told that the monthly stipend he received in 2002 and 2003 was to equalize the benefits being received by his brother and sister who were residing in the family home.

[24] The relationship between the Plaintiff and his mother changed significantly in the fall of 2003.

[25] In the fall of 2003 the Plaintiff received a telephone call from his mother advising that his brother Donald was involved and there were issues with respect to the house in Stouffville where the mother and Donald resided. The mother requested the Plaintiff's support in selling the smaller cottage. The Plaintiff was concerned but after discussions agreed to assist the mother in the sale and she advised him that she would compensate him by increasing his inheritance by \$350,000. An arrangement was made whereby the Plaintiff would receive a commission if he obtained a buyer for the property. A buyer for the property was obtained in late 2003, however for technical reasons, including surveying issues, that sale was never completed. The Plaintiff's brother Donald became increasingly involved in acting for the mother and the relationship between the Plaintiff and the brother Donald became acrimonious. The relationship between the Plaintiff and his mother, the Defendant, began to change. The mother no longer visited the cottages and there was little communication between the mother and the Plaintiff. An e-mail dated March 18, 2004, received by the Plaintiff from the brother Donald (Exhibit 1, page 27) may illustrate the changing nature of the relationship at that time. The e-mail is from Outdoor Educational Services which the Plaintiff stated was the business run by his brother Donald. The e-mail, in what might be described as foul, threatening language, and this, in my view, is an understatement, asserts that he, Donald, now has power of attorney and controls the mother's estate. Some extracts from the e-mail are illustrative:

I own everything now, mom owns nothing she's given it all to me. She's given me power of attorney and full signing rights. It's all mine!! I'm keeping everything, the rest of you can all die as far as I'm concerned. Mom has given everything to me and after she's gone, I don't care, I'm keeping it all for myself.

Mom is nothing, she has no control, she has no property, she does what I tell her

[26] The acrimonious relationship between the Plaintiff and his brother Donald continued throughout the years 2004, 2005 and 2006. The Plaintiff was prevented by Donald from having communication with his mother. There were continuing disputes regarding payments to the Plaintiff which were eventually stopped.

[27] On January 19, 2006 the mother obtained a Writ of Possession and the Plaintiff was required to leave the property.

The Claims of the Parties

[28] The Plaintiff seeks a declaration that he has a beneficial interest in the two cottage properties.

[29] The Defendant denies these claims.

Analysis

1. The Context of the Analysis

[30] As noted, the only evidence on the trial of this action was that of the Plaintiff. The Defendant did not testify at the trial, nor was any other evidence called by the Defendant. No indication was given, nor was there any evidence led that the Defendant was under any disability which would have prevented her from giving evidence, nor was any reason advanced which would have prevented her from giving evidence. As I have indicated, I have carefully considered the issue of the credibility of the Plaintiff. I find the evidence of the Plaintiff to be credible and I accept his evidence on all major points relevant to the determination of this case.

[31] The burden is on the Plaintiff to establish his claim or claims on a balance of probabilities.

2. The Adverse Inference

[32] As I have indicated, no evidence was called by the Defendant. The Defendant is alive and no reason or excuse was offered by the Defendant that she was in any way unable to give evidence. In such circumstances, an adverse inference may be drawn. In Sopinka, Lederman & Bryant *The Law of Evidence in Canada* 2nd ed. Butterworths at para. 6.321 it is stated:

In civil cases, an unfavourable inference can be drawn when, in the absence of an explanation, a party litigant does not testify, or fails to provide affidavit evidence on an application, or fails to call a witness who would have knowledge of the facts and would be assumed to be willing to assist that party. In the same vein, an adverse inference may be drawn against a party who does not call a material witness over whom he or she has exclusive control and does not explain it away. Such failure amounts to an implied admission that the evidence of the absent witness would be contrary to the party's case, or at least would not support it.

[33] In the present case, the Plaintiff was unrepresented, however the Defendant was represented by experienced counsel. In these circumstances, the failure to call any evidence without any indication or evidence as to the inability of the Defendant or any other member of her family to call evidence, in the words of *Batt. v. Batt*, [1916] 27 D.L.R. 718, militates strongly against her. In these circumstances, in my view, it is reasonable to conclude that such failure does indeed amount to an implied admission that the evidence of the Defendant would not support her position in this case.

[34] I would make clear however that the adverse inference drawn is but one factor in the consideration of the claim by the Plaintiff and the burden continues to be, as always, on the Plaintiff to establish his claim on a balance of probabilities.

[35] The adverse inference which I draw is that the evidence of the mother would not contradict in any material aspect the evidence of the Plaintiff in this case. The brother Donald was involved with respect to the affairs of the mother from the fall of 2003 and communicated with the Plaintiff in the following years. He would have knowledge of the mother's affairs and dealings with the Plaintiffs. No evidence was given by the brother and no explanation was given as to his failure to give evidence. In such circumstances I draw the adverse inference that his evidence would not contradict in any material way the evidence of the Plaintiff. Further, given the assertions in various e-mails as to his control of the mother's affairs, in my view it is understandable that he would not wish to give evidence at this trial.

3. Was there an agreement between the Plaintiff and the Defendant as alleged by the Plaintiff?

[36] I conclude that there was such agreement.

[37] The elements of this agreement were that the Plaintiff agreed to move to and reside in the cottage, that he was to repair and renovate the cottages which were in poor condition and that the mother would provide some financial assistance with respect to such repairs and renovations and would provide support to the Plaintiff until such repairs and improvements were complete and the cottages were ready to rent. In consideration of those acts, the mother agreed to transfer the cottages to the Plaintiff.

[38] I find that some elements of this agreement were reflected in the signed document dated August 4, 2001. I accept the

evidence of the Plaintiff that his mother indicated that she would look after his other siblings in her will in order to compensate the other siblings.

[39] I accept the evidence of the Plaintiff that the context in which this agreement was reached was his mother's desire to keep the cottages in the family.

4. Does the document signed August 4, 2001 meet the requirements of the *Statute of Frauds*?

[40] I conclude that the document dated August 4, 2001 does not satisfy the requirements of the *Statute of Frauds*, R.S.O. 1990 S.19.

[41] Subsection 1(1) provides, in part that:

Every estate or interest of freehold and every uncertain interest of, in, to or out of any messuages, lands, tenements, or hereditaments shall be made or created by a writing signed by the parties making or creating same, and, if not so made or created, has the force and effect of an estate at will only, and shall not be deemed or taken to have any other or greater force and effect.

Section 4 provides, in part, that:

No action shall be brought to charge any person upon any contract or sale of lands or any interest in or concerning them, unless the agreement upon which the action is brought, or some memorandum or note thereof is in writing and signed by the party to be charged therewith or some person thereunto lawfully authorized by the party.

[42] It is established that all essential terms of a concluded agreement must be disclosed in the memorandum or note, expressly or by necessary inference and the document must show that the parties have agreed to those terms. (See *Hunter v. Square Development Inc. v. 351658 Ontario Ltd.* 2002 CanLII 49491 (ON S.C.), (2002), 60 O.R. (3d) 264 (aff'd) Ontario Court of Appeal).

[43] Although the memorandum indicates an agreement between the Defendant and the Plaintiff with respect to the property, all material terms are not contained in the agreement. For example, the agreement itself does not reflect a proper description of the property, nor the consideration for the transfer nor the actual date for the transfer of the property.

[44] I conclude that the memorandum of agreement does not comply with the *Statute of Frauds* and is therefore, by itself, not enforceable.

5. Has there been part performance of the agreement which is sufficient to take this case out of s. 4 of the *Statute of Frauds*?

[45] The context in which I have considered the actions of the Plaintiff is that, at the time of the discussions and agreements with the mother, the Plaintiff was residing with his mother in her home and had arranged to take up employment in the Toronto area as Director of Software with a company, commencing January 1, 2001, at a salary of \$145,000 per year. He moved to the Toronto area and took up such employment. After the agreement with his mother was confirmed on his mother's return from Arizona, he left his job in Toronto and took up residence in the cottages which at that time were in very poor condition. He resided at the cottages and worked there full time from the spring of 2001 until his eviction in 2006. During his time at the cottages, repairs and improvements were made by him to these cottages and the surrounding properties. Some of these repairs and improvements comprised his own work and services such as the planting of some 3,000 trees and the excavation over a two year period of the earth behind the cottages. Some of the repairs and improvements were performed by retaining third party contractors which he oversaw and payment of these contracts were made by his mother. Some of the repairs and improvements performed by third party contractors which he retained were paid for by himself. Some materials used in the repairs and improvements were paid for by the Plaintiff. While he was residing at the properties he devoted himself full time to these repairs and improvements and had no outside employment. Until 2004, he received financial support by way of monthly stipends from his mother. He received no payment for his services.

[46] As to the application of the doctrine of part performance, it must be established that the acts of part performance relied upon must be unequivocally referable to the contract which is asserted.

[47] In *Degelman v. Brunet Estate*, 1954 CanLII 2 (S.C.C.), [1954] S.C.R. 725, the Plaintiff argued that the agreement with his aunt was that if he would be good to her and do such services for her as she might from time to time request during her lifetime she would

make adequate provision for him in her will and in particular would leave him a certain property. The actions which were alleged were that he took his aunt out in her car or his on trips to Montreal and elsewhere and on pleasure drives and he did odd jobs about the two houses and errands and minor services for her personal needs. Except for a short time, he did not reside in the residences. The court confirmed the earlier decision in *Maddison v. Alderson*, [1883] 8 App. Cas. 467 that the acts relied upon as part performance must be unequivocally and in their own nature referable to the agreement which is alleged. The court found that in those circumstances the acts performed were neutral, in that they might have been with respect to the will as alleged or might have been given gratuitously or on terms that the services performed would be compensated in money.

[48] In *Brownscombe v. Vercamart Estate*, 1969 CanLII 86 (S.C.C.), [1969] S.C.R. 658, the court considered the situation where for some 26 years the plaintiff worked for little financial reward assisting a farmer in his operations. The plaintiff argued that there was an oral agreement where the deceased had agreed to leave his farm to the plaintiff in return for those services. The court confirmed the finding of the trial judge that there was an oral agreement, as alleged, and that the work and services performed by the plaintiff for the deceased were unequivocally referable to the agreement which existed between them. The court confirmed the finding of the trial judge that the plaintiff was entitled to specific performance of the oral agreement which had been partly performed.

[49] In my view, in the present case, the actions described are referable unequivocally to the agreement asserted by the Plaintiff.

[50] I note that the adverse inference which I have made supports this conclusion. It was within the power of the Defendant to give evidence that would provide some other explanation or reason for the actions by the Plaintiff which I have considered and she has failed to do so. No explanation has been given by the defence for her failure to do so. The adverse inference which I draw is that her evidence would not contradict in any material way the agreement alleged by the Plaintiff. Further corroboration of my conclusion is found in the document signed by the Defendant dated August 4, 2001. Although this letter does not meet the test for the *Statute of Frauds*, it is evidence at trial as to the context in which the agreement and the issue of part performance is considered. The acts of part performance are separate from the letter of agreement and must of themselves meet the test in *Degelman* which I have explained. However, the letter is evidence which provides the context in which, and corroboration for, the agreement asserted by the Plaintiff.

Conclusion

[51] I conclude therefore that the Plaintiff has established on a balance of probabilities the agreement claimed by him.

[52] The Plaintiff is entitled to a declaration that he has a beneficial interest in the properties known municipally as 185 Lewis Drive and 186 Lewis Drive in Bancroft, Ontario. The Plaintiff is entitled to a further declaration that the Defendant holds the said properties in trust for the Plaintiff during her lifetime. An order shall go accordingly.

[53] During the period of trust, the Defendant shall be required to pay the municipal taxes on the properties. The Plaintiff shall be entitled to possession of the said properties during the lifetime of the Defendant and shall be responsible for all costs and payments with respect to the said properties except for municipal taxes. The Defendant shall be entitled at any time and at her cost to transfer title to the said properties to the Plaintiff.

[54] The *Certificates of Pending Litigation* shall be discharged.

[55] Brief written submissions as to costs may be made within 30 days.

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The Hon. Mr. Justice A. de L. Panet

Released: January 3, 2008.

Court File No. CV 04-0670-00

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

DOUGLAS KELLEY SHELDRAKE, Applicant

- and

MARGARET GEORGINA SHELDRAKE, Respondent

DECISION

Panet J.

Released: January 3, 2008.

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