

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD.,  
1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C.  
UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC.,  
SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.**

(Applicants)

**FACTUM OF THE APPLICANTS  
(Re: Proprietary Claims Motion)**

June 5, 2026

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**TO: THE SERVICE LIST**

## PART I – OVERVIEW

1. This factum is filed in opposition to the motion brought by Mr. Robert Rene Turpin (the “**Proprietary Claims Motion**”). The relief sought by Mr. Turpin varies across his filed materials. In his Notice of Motion and factum, Mr. Turpin seeks, among other things, the following relief:

- (a) an order for restitution in the amount of \$30,000,000 related to alleged “unextinguished land assets” in the Red River Settlement (modern day Winnipeg);<sup>1</sup>
- (b) an order staying and restraining the distribution or allocation of any Hardship Funds pending the final determination of the restitution claim;<sup>2</sup> and
- (c) an order staying the auction of HBC assets;<sup>3</sup>
- (d) consideration of the proposed \$360,000,000 stewardship and restitution framework for Mr. Turpin to acquire full ownership and title to the Charter.<sup>4</sup>

2. The Applicants submit that the Proprietary Claims Motion should be dismissed in its entirety. As the moving party, Mr. Turpin bears the burden of adducing evidence capable of establishing the proprietary interests asserted. Mr. Turpin has manifestly failed to discharge that burden. The archival records Mr. Turpin relies upon, including employment ledgers, census tallies, equipment books, and company financial records, at most document an employment relationship between individuals Mr. Turpin claims are his ancestors and HBC. The records do not disclose a proprietary interest in favour of any person in any HBC asset.

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<sup>1</sup> Factum of Mr. Turpin dated May 6, 2026 (“**Proprietary Claims Factum**”) at paras 48-52; Notice of Motion of Mr. Turpin dated March 26, 2026 (“**Notice of Motion**”) at Section 15.

<sup>2</sup> Proprietary Claims Factum at para 62(b).

<sup>3</sup> Notice of Motion at Section 17(1).

<sup>4</sup> Proprietary Claims Factum at para 62(g).

## PART II – FACTS

3. The facts with respect to this motion are more fully set out in the affidavit of Jennifer Bewley sworn March 7, 2025 (the “**Bewley Affidavit**”), filed in support of the Applicants’ application for protection pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**”)<sup>5</sup> and the Supplemental Affidavit of Kathleen Epp sworn June 4, 2026 (the “**Epp Affidavit**”), filed in the Responding Motion Record of the Applicants. The Epp Affidavit describes the documents referred to in Mr. Turpin’s Motion Record filed May 6, 2026 (the “**Proprietary Claims Motion Record**”) in support of the Proprietary Claims Motion.

### A. Background

4. On March 7, 2025, the Applicants, comprising companies that together operated the HBC retail business in Canada, sought and obtained protection under the CCAA.<sup>6</sup>

5. On December 11, 2025, following a comprehensive, lengthy and well publicized process, the Applicants sought and obtained approval of the Charter Approval and Vesting Order (the “**Charter AVO**”), which, among other things, approved the sale of the Charter of the Applicants (the “**Charter**”) to Wittington Investments, Limited and DKRT Family Corp. (together, the “**Purchasers**”), and vested the Charter in the Purchasers free and clear of all encumbrances, subject to the obligation to immediately donate the Charter to four public institutions, namely, the Archives of Manitoba, the Manitoba Museum, the Canadian Museum of History, and the Royal Ontario Museum (the “**Charter Transaction**”).<sup>7</sup>

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<sup>5</sup> [Companies’ Creditors Arrangement Act](#), R.S.C. 1985, c. C-36.

<sup>6</sup> *Re Hudson’s Bay Company ULC et al.* (7 March 2025), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Initial Order](#)).

<sup>7</sup> *1242939 B.C. Unlimited Liability Company et al.* (11 December 2025), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Approval and Vesting Order \(Re Hudson’s Bay Company Royal Charter\)](#)) at para 8.

6. The Charter Transaction closed on December 19, 2025, and the Charter was immediately donated to the identified public institutions. The proceeds of sale received in connection with the Charter Transaction were distributed to the FILO Agent on December 23, 2025.<sup>8</sup>

7. On February 11, 2026, the Employee Representative Counsel obtained an order (the “**Hardship Programs Order**”) which approved the Hardship Programs Term Sheet dated February 3, 2026 (the “**Hardship Programs Term Sheet**”).<sup>9</sup> The Hardship Programs Term Sheet provided for three programs (the “**Hardship Programs**”) designed to alleviate various forms of hardship experienced by the Applicants’ non-unionized employees: (a) the Trust Program, to extend and settle future claims for long-term disability (“**LTD**”) benefits for approximately 157 former employees whose LTD benefits would otherwise have terminated; (b) the Woodward’s Replacement Policy, to continue and settle LTD benefits owing to a former employee of Woodward’s Stores Limited / Simpsons, Limited through a paid-up contract of insurance; and (c) the Employee Hardship Program, to provide an avenue for the Applicants’ former employees and retirees facing extraordinary hardship to obtain some relief.<sup>10</sup>

8. The sole objector to the motion for approval of the Hardship Programs Order was Mr. Turpin.<sup>11</sup> In considering Mr. Turpin’s objections, Justice Kimmel noted that the Monitor was “not aware of any evidence to substantiate Mr. Turpin’s claims” and did “not believe that Mr. Turpin has articulated a legitimate or credible basis to object to the Hardship Programs Order.” The Applicants similarly submitted that Mr. Turpin had “not presented a legitimate or credible claim and/or interest” in the Hardship Programs motion.<sup>12</sup>

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<sup>8</sup> Fourteenth Report of the Monitor, Alvarez & Marsal Canada Inc. dated March 16, 2026 at para 5.6.

<sup>9</sup> *Re 1242939 B.C. Unlimited Liability Company et al.* (11 February 2026), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Hardship Programs Order](#)).

<sup>10</sup> *Re 1242939 B.C. Unlimited Liability Company et al.*, [2026 ONSC 898](#) at paras [5-6](#).

<sup>11</sup> *Ibid*, at para [44](#).

<sup>12</sup> *Ibid*, at para [45](#).

9. Justice Kimmel further observed that Mr. Turpin “did not raise his claims in connection with the widely publicized matters already decided by this court, that were the subject of multiple endorsements and eventual orders in respect of which appeal periods have expired, involving, for example, the sale of the Charter and approval of various auctions and other procedures to deal with historic artefacts.”<sup>13</sup>

10. The Court concluded that “[Mr. Turpin’s] unsupported objections and concerns certainly should not delay the approval of the Term Sheet and requested ancillary relief.”<sup>14</sup> The Hardship Programs Order was not appealed, and the Hardship Programs have been implemented.

#### **B. Procedural History of the Proprietary Claims Motion**

11. Starting on January 4, 2026, the Monitor received a significant amount of correspondence from Mr. Turpin making various assertions, including that he has a proprietary interest in the Charter and various of the Applicants’ art and artifacts based on his claimed “10-generation lineage”.

12. On April 13, 2026, Justice Kimmel issued an endorsement (the “**April 13 Endorsement**”) directing that the Proprietary Claims Motion proceed in writing. The April 13 Endorsement established a timetable for the exchange of materials and set out specific requirements for the Proprietary Claims Motion Record, including that evidence be submitted by way of sworn affidavits with all documents to be relied upon individually identified, described, and attached as exhibits.<sup>15</sup>

13. Mr. Turpin failed to comply with the directions set forth in the April 13 Endorsement. On April 24, 2026, a case conference was convened before Justice Kimmel to address deficiencies in Mr. Turpin’s motion materials. The Court identified that Mr. Turpin had failed to serve: (a) a new

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<sup>13</sup> *Ibid*, at para 46.

<sup>14</sup> *Ibid*, at para 47.

<sup>15</sup> *Re Hudson’s Bay Company*, [2026 ONSC 2187](#).

Motion Record; (b) a clear index detailing the entire evidentiary record upon which he is relying; and attached as exhibits.<sup>16</sup>

14. On April 27, 2026, Justice Kimmel issued a further endorsement (the “**April 27 Endorsement**”) extending the timetable and providing specific guidance to Mr. Turpin regarding the requirements for his Motion Record and sworn affidavit.<sup>17</sup> Among other things, the April 27 Endorsement directed that Mr. Turpin’s affidavit should describe and attach as an exhibit each piece of documentary evidence he is relying upon, including any documents referred to in his previously filed materials.<sup>18</sup>

### **C. Mr. Turpin’s Evidentiary Record**

15. Mr. Turpin’s motion relies on historical archival records from the Hudson’s Bay Company Archives (the “**HBCA**”). In the Turpin Motion Record, Mr. Turpin identifies the following archival records as the basis for his claims:<sup>19</sup>

- (a) HBCA Record Series E.5/3-6 (Consolidated Land Census Returns, 1829–1832);
- (b) HBCA Record Series B.239/g/1-4 (Northern Department Abstracts);
- (c) HBCA Record B.239/u/1 (Employees (servants) of Northern Department of HBC);
- (d) HBCA Record B.115/d/7 (Lesser Slave Lake Equipment Book);
- (e) HBCA Record F.4/32 (North West Company Ledger); and
- (f) a biographical sheet relating to Joseph Turpin.

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<sup>16</sup> 1242939 B.C. *Unlimited Liability Company et al.* (27 April 2026), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Endorsement of Justice Kimmel](#)) at para 5.

<sup>17</sup> *Ibid.*

<sup>18</sup> *Ibid.*, at paras 6-7.

<sup>19</sup> Proprietary Claims Motion Record, Exhibits A-E.

16. In response to the Proprietary Claims Motion Record, Kathleen Epp, Reference Services Archivist at the Hudson's Bay Company Archives swore the Epp Affidavit.

17. Ms. Epp's evidence establishes that the archival records relied upon by Mr. Turpin do not establish a proprietary interest in any parcel of land, the Charter or other asset of HBC. Specifically:

- (a) The census records (E.5/3-6) are demographic tallies documenting country, religion, household composition, marital status, dwellings (including whether the dwellings comprised of houses, stables or barns), and livestock holdings. These records do not include details of the location of dwellings, whether the households resided in the same dwellings from year to year, or document ownership of land.<sup>20</sup>
- (b) The Northern Department Abstracts (B.239/g/1-4) are employment records created to record the names of servants (employees) of HBC. These records document employment relationships, not proprietary interests in land or other assets.<sup>21</sup>
- (c) The Northern Department Abstract (B.239/u/1) documents individuals who were servants (employees) of the Northern Department of HBC. The document has entries for more than 1800 servants, but the HBCA was unable to find any reference to the name Turpin or Toupin.<sup>22</sup>
- (d) The equipment book (B.115/d/7) records accounts for individuals who were given supplies, provisions or merchandise in advance of the season on the expectation that the employer would be paid back later. The records suggest a debtor-creditor

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<sup>20</sup> Epp Affidavit at paras 16-17.

<sup>21</sup> Epp Affidavit at paras 10-12.

<sup>22</sup> Epp Affidavit at paras 21-22.

relationship. The records do not reflect any proprietary interest in land or other assets.<sup>23</sup>

- (e) The North West Company ledger (F.4/32) documents financial activity of approximately 2,000 individuals who worked for the North West Company between 1811 and 1821. This document does not constitute evidence of any proprietary interest in land or other assets.<sup>24</sup>
- (f) The biographical sheet attached to Mr. Turpin's materials is not an archival document but a reference document created by HBCA staff.<sup>25</sup> The document suggests that a Joseph Turpin worked for both the North West Company and the Hudson's Bay Company. The document does not evidence any proprietary interest in land or other assets.
- (g) The Privy Council record (RG2/7/702) that Mr. Turpin references but does not include in the Proprietary Claims Motion Record is not in the possession of the HBCA.<sup>26</sup>

18. In sum, at its highest, the documents relied upon by Mr. Turpin demonstrate that a Joseph Turpin enjoyed an employment relationship with the North West Company and the Hudson's Bay Company. None of the documents relied upon by Mr. Turpin suggest or establish a proprietary interest in any land, the Charter or any other asset of HBC.

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<sup>23</sup> Epp Affidavit at paras 23-25.

<sup>24</sup> Epp Affidavit at paras 26-28.

<sup>25</sup> Epp Affidavit at para 29.

<sup>26</sup> Epp Affidavit at para 30.

### PART III – ISSUES

19. The issue to be determined on this motion is whether Mr. Turpin has adduced evidence capable of establishing a proprietary interest in any asset of HBC sufficient to warrant the relief sought.

### PART IV – LAW & ARGUMENT

#### **A. Mr. Turpin, as the Moving Party, Bears the Evidentiary Burden and Has Failed to Discharge It**

20. It is a fundamental principle of civil procedure that the moving party bears the burden of adducing evidence sufficient to support the relief sought. Where that evidentiary foundation is lacking, the motion must be dismissed.

21. The evidentiary burden on the party seeking relief is a principle of general application and not confined to any particular category of proceeding. In Bryant et al., *The Law of Evidence in Canada* (6th ed., 2022), the authors discuss the threshold importance of this principle in determining whether a question will be submitted for consideration.<sup>27</sup> Before a question will be submitted for the consideration of the trier-of-fact, it is the duty of the trier-of-law to evaluate the sufficiency of the evidence: “The trial judge, in performing this function, does not decide whether he or she believes the evidence. Rather, the judge decides whether there is any evidence, if left uncontradicted, to satisfy a reasonable person. The judge must conclude whether a reasonable trier of fact could find in the plaintiff’s favour if he or she believed the evidence given in the trial up to that point”<sup>28</sup> (all emphasis added).

22. This principle was affirmed in *Halton (Regional Municipality) v. Canadian National Railway Company*, where the Court of Appeal for Ontario upheld a finding that there was an insufficient

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<sup>27</sup> Bryant et al., *The Law of Evidence in Canada* (6th ed., 2022).

<sup>28</sup> *Ibid*, at §5.4.

evidentiary basis for the declaratory relief sought. On appeal, Paciocco J.A. stated: "... It is trite law that the party seeking declaratory relief bears the burden of establishing that the prerequisites to such relief are satisfied. ... It [the applicant] must discharge the burden of establishing the factual record supporting its claim that the declarations it seeks should be made."<sup>29</sup>

23. Mr. Turpin bears the burden of establishing a proprietary interest in assets of HBC. The archival records upon which Mr. Turpin relies fail to establish and, given their nature, are incapable of establishing any proprietary interest. As detailed in the Epp Affidavit:

- (a) the census records document household demographics, not property ownership;<sup>30</sup>
- (b) the employment ledgers and abstracts are employment records, not evidence of ownership;<sup>31</sup>
- (c) the equipment book records supplies advanced on credit, not proprietary interests;<sup>32</sup>
- (d) the North West Company ledger documents employment records, not evidence of ownership;<sup>33</sup> and
- (e) the biographical sheet created by the HBCA discloses an employment relationship.<sup>34</sup>

24. It goes without saying that employment with a company does not confer ownership rights in that company's property.

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<sup>29</sup> *Halton (Regional Municipality) v. Canadian National Railway Company*, [2024 ONCA 174](#), leave refused 2024 CarswellOnt 10266 (SCC), at para [104](#).

<sup>30</sup> Epp Affidavit at paras 16-19.

<sup>31</sup> Epp Affidavit at para 12.

<sup>32</sup> Epp Affidavit at para 24.

<sup>33</sup> Epp Affidavit at para 27.

<sup>34</sup> Epp Affidavit at para 29.

25. Mr. Turpin's claim for restitution in the amount of \$30,000,000 "for the historical abuse, theft, and displacement of my family from their lands" is without basis. First, the documentation relied upon by Mr. Turpin does not disclose any ownership interest in land, including land in the Red River area (modern day Winnipeg). Second, assuming for the moment that Joseph Turpin is an ancestor of Mr. Turpin and assuming that Joseph Turpin did in fact own land in the Red River Settlement as alleged, which has not been established, Mr. Turpin has not presented any evidence that the Applicants took any action with respect to such lands that would give rise to a claim. According to the Bewley Affidavit filed by the Applicants in support of their CCAA application, HBC does not own any real property in Manitoba.<sup>35</sup>

26. Mr. Turpin has been given repeated opportunities to present evidence to support his claims. Justice Kimmel's April 13 and April 27 Endorsements set out detailed directions for the submission of evidence. Mr. Turpin has failed to present any evidence to support his claims for a restitution order and his motion should be dismissed.

## **B. The Court Must Uphold the Finality of Court Orders**

27. Even if Mr. Turpin could establish a cognizable interest – which he has not – Mr. Turpin's motion must nonetheless fail because it constitutes an impermissible attempt to relitigate matters that have already been determined in these proceedings and to set aside final court orders upon which other parties have relied.

28. The principle of finality is fundamental to the proper administration of justice. As the Supreme Court of Canada explained in *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, the *functus officio* doctrine "ensures that subject to an appeal, parties are secure in their reliance on the finality of superior court decisions."<sup>36</sup> If courts were permitted to continually revisit or

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<sup>35</sup> Affidavit of Jennifer Bewley sworn March 7, 2025.

<sup>36</sup> *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, [2003 SCC 62](#), at para [115](#).

reconsider final orders simply because a party changed its mind or wished to continue exercising jurisdiction over a matter, “there would never be finality to a proceeding” or, as termed by G. Pépin and Y. Ouellette, the providing of ‘legal security’ for the parties.<sup>37</sup>

29. The Saskatchewan Court of Appeal recently affirmed these principles in *Goertz v. The Owners of Condominium Plan No. 98SA1201*, holding that the doctrine of *functus officio*, “[a]long with the doctrines of collateral attack, *res judicata*, and the principle of *stare decisis*” is one of “many rules of law and maxims of equity [that] reinforce the principle of finality of litigation.”<sup>38</sup> The Court emphasized that these doctrines guard against “the recurring danger of the trial process becoming or appearing to become a ‘never closing revolving door’ through which litigants could come and go as they pleased.”<sup>39</sup>

30. These principles apply with particular force in CCAA proceedings. In *Target Canada Co.*, Regional Senior Justice Morawetz emphasized that “[t]he CCAA process is one of building blocks”<sup>40</sup> and “[i]t is essential that court orders made during CCAA proceedings be respected.”<sup>41</sup>

31. Regional Senior Justice Morawetz further held that “it cannot be fair and reasonable to ignore post-filing agreements concerning the CCAA process after they have been relied upon by counterparties or to rescind consent orders of the Court without grounds to do so.”<sup>42</sup> The integrity of the restructuring process depends on stakeholders being able to rely on court orders as final and binding.

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<sup>37</sup> *Ibid*, citing G. Pépin and Y. Ouellette, *Principes de contentieux administratif* (2nd ed. 1982), at p 221.

<sup>38</sup> *Goertz v. The Owners of Condominium Plan No. 98SA1201*, [2026 SKCA 43](#), at para [21](#).

<sup>39</sup> *Goertz v. The Owners of Condominium Plan No. 98SA1201*, [2026 SKCA 43](#), at para [21](#), citing *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, [2003 SCC 62](#), at para [116](#).

<sup>40</sup> *Target Canada Co. (Re)*, [2016 ONSC 316](#), at para [81](#).

<sup>41</sup> *Ibid*.

<sup>42</sup> *Ibid*, at para [85](#).

32. As Justice Newbould stated in *DBCD Spadina Ltd. et al v. Norma Walton et al*, a court “should be loath to vary an order if persons relying on the order would be materially prejudiced.”<sup>43</sup> Similarly, in *Muscletech Research and Development Inc. (Re)*, Justice Farley wrote that even with respect to CCAA initial orders, “[c]omeback relief, however, cannot prejudicially affect the position of parties who have relied bona fide on the previous order in question.”<sup>44</sup>

33. In this case, following a long and well publicized process, the Charter AVO was granted on December 11, 2025, without opposition, and no party sought leave to appeal the order. The Charter Transaction closed on December 19, 2025, and the Charter was immediately donated to public institutions.<sup>45</sup> Multiple parties, including the Purchasers, the public institutions to which it was donated, and the FILO Agent who received the proceeds of sale, relied on the finality of the Charter AVO. Mr. Turpin’s motion, brought months after the transaction closed, seeks to fundamentally reverse these arrangements which were ruled upon and settled months ago.

34. In light of the fact that the Charter was sold to the Purchasers and donated to the four public institutions in December 2025, Mr. Turpin’s proposal to acquire the Charter is irrelevant.

35. Similarly, the Hardship Programs Order was granted on February 11, 2026, to provide relief to approximately 157 former employees and other vulnerable stakeholders. The beneficiaries of the Hardship Programs are a highly vulnerable group of stakeholders in these proceedings, and as noted by Justice Kimmel, “the vast majority have been determined to be completely disabled from performing any occupation.”<sup>46</sup> The Hardship Programs Order was granted over the objections of Mr. Turpin. Mr. Turpin did not seek leave to appeal the order. To

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<sup>43</sup> *DBCD Spadina Ltd. et al v. Norma Walton et al*, [2015 ONSC 870](#), at para 16.

<sup>44</sup> *Muscletech Research and Development Inc. (Re)*, [2006 CanLII 1020 \(ON SC\)](#), at para 5.

<sup>45</sup> *1242939 B.C. Unlimited Liability Company et al.* (11 December 2025), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Approval and Vesting Order \(Re Hudson’s Bay Company Royal Charter\)](#)) at para 8.

<sup>46</sup> *Re 1242939 B.C. Unlimited Liability Company et al.*, [2026 ONSC 898](#) at para 3.

permit Mr. Turpin to relitigate his objection in the context of the Proprietary Claims Motion would prejudice these vulnerable stakeholders who have relied on the finality of the Hardship Programs Order.

36. To permit Mr. Turpin to relitigate the Charter AVO or the Hardship Programs Order at this stage would be to allow the “never closing revolving door” that the finality doctrines are designed to prevent.<sup>47</sup> The Court should decline to do so.

### **C. The Motion Should Be Dismissed**

37. Mr. Turpin has failed to establish the evidentiary foundation to support his claims and therefore the Proprietary Claims Motion must be dismissed. The responding party is not obligated to disprove the moving party’s claims. Rather, it is for the moving party to prove them, which Mr. Turpin has manifestly failed to do.

38. While the Applicants were not obligated to adduce evidence to disprove Mr. Turpin’s claims, the Epp Affidavit makes clear that the documents upon which Mr. Turpin relies do not support Mr. Turpin claims.

39. Further, dismissal of the Proprietary Claims Motion serves the broader purposes of these CCAA proceedings. The restructuring process depends on the efficient resolution of claims and permitting motions to be reargued would undermine the integrity of the process and prejudice legitimate stakeholders.

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<sup>47</sup> *Goertz v. The Owners of Condominium Plan No. 98SA1201*, [2026 SKCA 43](#), at para [21](#), citing *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, [2003 SCC 62](#), at para [116](#).

**PART V – RELIEF SOUGHT**

40. The Applicants respectfully request that the Court:

- (a) dismiss the Proprietary Claims Motion in its entirety; and
- (b) grant such further and other relief as this Honourable Court deems just.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 5<sup>th</sup> day of June, 2026.



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**STIKEMAN ELLIOTT LLP**  
Lawyers for the Applicants

## SCHEDULE "A"

### LIST OF AUTHORITIES

1. [Re 1242939 B.C. Unlimited Liability Company et al, 2026 ONSC 898](#)
2. [Re Hudson's Bay Company, 2026 ONSC 2187](#)
3. [DBCD Spadina Ltd. et al v. Norma Walton et al, 2015 ONSC 870](#)
4. [Doucet-Boudreau v. Nova Scotia \(Minister of Education\), 2003 SCC 62](#)
5. [Goertz v. The Owners of Condominium Plan No. 98SA1201, 2026 SKCA 43](#)
6. [Halton \(Regional Municipality\) v. Canadian National Railway Company, 2024 ONCA 174](#)
7. [Muscletech Research and Development Inc. \(Re\), 2006 CanLII 1020 \(ON SC\)](#)
8. [Target Canada Co. \(Re\), 2016 ONSC 316](#)
9. *Re 1242939 B.C. Unlimited Liability Company et al.* (11 February 2026), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Hardship Programs Order](#))
10. *Re Hudson's Bay Company ULC et al.* (7 March 2025), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Initial Order](#)).
11. *1242939 B.C. Unlimited Liability Company et al.* (27 April 2026), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Endorsement of Justice Kimmel](#))
12. *Re 1242939 B.C. Unlimited Liability Company et al.* (11 December 2025), Court File No. CV-25-00738613-00CL Ont. S.C.J. [Commercial List] ([Approval and Vesting Order \(Re Hudson's Bay Company Royal Charter\)](#))
13. Bryant et al., *The Law of Evidence in Canada* (6th ed., 2022).

I certify that I am satisfied as to the authenticity of every authority.

Date: June 5, 2026



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Chloe Duggal | LSO#: 88142K

## SCHEDULE "B"

### TEXT OF STATUTES, REGULATIONS & BY - LAWS

#### Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36

##### General power of court

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00738613-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.**

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

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(Re: Proprietary Claims Motion)**

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