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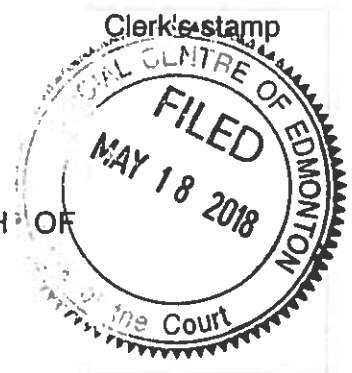
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COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON



IN THE MATTER OF THE
RECEIVERSHIP OF THE REID-BUILT
HOMES LTD., 1679775 ALBERTA
LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD, REID INVESTMENTS
LTD., 1852512 ALBERTA LTD., and
REID CAPITAL CORP.

PLAINTIFF/APPLICANT

LAUDER INDUSTRIES INC.

DEFENDANTS/RESPONDENTS

EMILIE ANNE REID and REID
WORLDWIDE CORPORATION (by its
Court-appointed receiver and manager
Alvarez & Marsal Canada Inc.)

DOCUMENT

**REPLY BRIEF OF THE COURT
APPOINTED RECEIVER
(Re: Lauder Summary Judgment
Application)**

*For a hearing May 25, 2018, at 2:00 P.M.
before the Honourable Mr. Justice
Graesser*

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File no.: 1001004429

PART I – OVERVIEW

1. This Brief is submitted by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed Receiver of Reid Worldwide Corporation (**Reid**).¹ In the pages that follow, the Receiver states the reasons why the summary judgment application of Lauder Industries Inc. (**Lauder**), filed January 8, 2018, must be dismissed.
2. The underlying action concerns a dispute between Lauder on one hand, and Emilie Ann Reid (**Ms. Reid**) and Reid on the other (together, the **Defendants**), as to whether the Defendants granted the Plaintiff an interest in the Reid Land (defined below). While not specifically plead in the Statement of Claim,² the Plaintiff now asserts the Defendants granted an easement on the Reid Land in favour of Lauder. The Plaintiff seeks an order in the nature of summary judgment granting the Plaintiff an Emergency Access Easement to access a road on the Reid Land.
3. As this Brief will show, however, no such easement was contemplated and no such easement was granted. Accordingly, along with the dismissal of the Lauder Application, the Receiver seeks a declaration that no easement exists in respect of the Reid Land, and an order discharging the caveat registered by the Plaintiff against the Reid Land.

PART II – FACTS³

4. The Defendants own land in Alberta legally described as Plan 0020956, Lot A excepting thereout all mines and minerals (the **Reid Land**). The Plaintiff owns a neighbouring lot, legally described as Plan 0020956, Lot B excepting thereout all mines and minerals (the **Lauder Land**). The Reid Land and the Lauder Land are located in the County of Wetaskiwin (the **County**).
5. While the Plaintiff claims entitlement to an easement granted on the Reid Land, the evidence on the record plainly shows that no such easement was granted. The following is a timeline of correspondence from September 2014 to May 2017.

¹Along with the other Reid Built entities identified in the style of cause.

²Statement of Claim of Lauder Industries Inc., filed January 4, 2017 [**Statement of Claim**].

³ Please refer to the Appendices to the Receiver's Report accompanying this Reply Brief for the evidence cited in this section; the appendices track the footnoted references to evidence in this section.

6. On September 24, 2014, Ken Cowles, the developer of Cowles Landing,⁴ sent a letter to Ms. Reid, stating:

As per our conversation earlier where you tentatively agreed to allow us to use your road for emergency access, (to be used only in the event of an emergency crisis), the County of Wetaskiwin is requesting us to obtain written permission from the adjacent landowners stating that we have permission for this use from you.⁵

7. The letter attaches a "Letter of Permission for Emergency Access":

In compliance with the County of Wetaskiwin, I, ___ agree to give Ken Cowles of Cowles Landing permission to use the adjacent Reids' road (north) for an emergency road access, only in the event of an emergency crisis.⁶

8. Ms. Reid never signed the Letter of Permission for Emergency Access.⁷

9. On December 9, 2014, Lauder's counsel wrote to the Defendants' counsel:

From my client's point of view he wanted me to discuss with you the possibility of your client agreeing to allow a side road on his property be used as an emergency exit from my client's sub-division rather than my client having to build another road. I had understood that our respective clients had discussed and agreed to this as my client had agreed in exchange to allow something to do with the water flow over his land to your client's land.⁸

10. The alleged discussion took place between Ken Cowles and Rashid Reid.⁹ In his affidavit, Mr. Lauder alleges Ken Cowles and Rashid Reid discussed emergency access "for persons who would purchase lots in the Subdivision being developed by the Plaintiff on Lot B and also for Fire Trucks, Ambulances and other emergency vehicles operated by the County of Wetaskiwin or others."¹⁰ There is no independent evidence corroborating Mr. Lauder's version of events.

⁴See Brief of the Plaintiff, filed May 2, 2018 [**Applicant Brief**], wherein the Plaintiff states that Ken Cowles or his family previously owned the Lauder Land and that Mr. Cowles and Mr. Lauder are working together to obtain subdivision approval.

⁵RWC00005.

⁶RWC00006.

⁷Response to Undertaking No. 7 of Arthur William Lauder.

⁸RWC00008 [the **December 9, 2014 Email**].

⁹Affidavit of Art Lauder, sworn January 9, 2018 [**Lauder Affidavit**] at para 3.

¹⁰Lauder Affidavit at para 6.

11. On January 7, 2015, the Defendants' counsel sent a letter to Lauder's counsel.¹¹ The letter defines "Requested Authorization" as Lauder's requested authorization described in the December 9, 2014 Email. The January 7, 2015 Letter states:

We have been advised by our clients that they would be agreeable to granting the Requested Authorization provided that the following three conditions precedent have been satisfied...¹²

12. The conditions precedent were that Lauder release a \$25,000 holdback amount,¹³ remedy a drainage issue,¹⁴ and remove the certificate of *lis pendens* registered on the Reid Land. At no time was the "Requested Authorization" characterized as anything more than permission for Lauder to use the side road for emergency access.

13. On January 12, 2015, Lauder's counsel emailed the Defendants' counsel and stated that Lauder "will agree to the proposal set out in [the January 7, 2015 Letter] as long as the County accepts it. We are looking into the Lis Pendens and will get back to you on that as soon as possible".¹⁵

14. On March 13, 2015, Lauder's counsel emailed the Defendants' counsel and stated that all three conditions precedent had been completed and asked Reid to write a letter to the County "authorizing emergency access to the road on your client's property for my client's sub-division".¹⁶

15. On March 17, 2015, counsel for the Defendants sent a letter to counsel for Lauder:

Once the following conditions have been satisfied, our office will provide a letter of permission directly to the County of Wetaskiwin authorizing your client emergency access to the road which remains on our client's property...¹⁷

16. The two conditions were that Lauder send a trust cheque to the Defendants' counsel for \$25,000 (the **Trust Cheque**), and that Reid provide written confirmation that a drainage

¹¹[The **January 7, 2015 Letter**]. There is a typo in paragraph 4 of the Statement of Claim, which should say January 7, 2015 rather than January 7, 2016. See Lauder Questioning at 6/7-16.

¹²RWC00009 [emphasis added].

¹³See Questioning Transcript of Gregory Bruce Hembroff dated June 27, 2017 [**Hembroff Questioning**], 17/2-16 for an explanation of the \$25,000 holdback.

¹⁴Hembroff Questioning at 23/21-24/24 for an explanation of the drainage issue.

¹⁵RWC00011 [the **January 12, 2015 Email**].

¹⁶RWC00010.

¹⁷RWC00012 [the **March 17, 2015 Letter**].

issue was resolved to their satisfaction. From March 2015 to September 2015, the parties continued to correspond on the drainage issue.¹⁸

17. In letters dated September 28, 2015, and October 29, 2015, the County informed Mr. Cowles that the County had approved a proposed storm water drainage plan.¹⁹

18. On November 26, 2015, counsel for Reid sent a letter to the County:

It has been requested by [Lauder] that [Reid] provide a letter to the [County] so that access can be granted to the roadway which is located on the Subject Land for the purposes of facilitating the subdivision of land owned adjacent by Lauder.

[...]

Our client agrees to the use of the roadway for emergency access only by Lauder (see Acknowledgement on page 2).²⁰

19. The letter was signed by Greg Hembroff of Reid.²¹

20. On December 1, 2015, the Defendants' counsel emailed Mr. Lauder (and others) and attached the November 26, 2015 Letter, stating:

...we enclose a copy of the letter we have sent to the County of Wetaskiwin advising them that our client agrees to allow your client emergency access to the roadway located on our client's property.

We confirm that our client is satisfied with the measures taken and reports provided addressing the drainage issue, and in accordance with our letter dated March 17, 2015, we will release to our client the \$25,000.00 holdback of funds relating to the mortgage loan payout for Lot B.²²

21. On December 7, 2015, the Trust Cheque was released.²³

22. The County ultimately took the position that the November 26, 2015 Letter was insufficient for their purpose of approving the sub-division.²⁴ Accordingly, on March 29, 2016, the County started requesting that the Defendants sign an Emergency Access Easement Agreement.²⁵ The County followed up in May, June, and July 2016.²⁶

¹⁸RWC00013; RWC00015; RWC00016-RWC00023.

¹⁹RWC00024 and RWC00028.

²⁰Lauder Document 6; RWC00030 [emphasis in original] [the **November 26, 2015 Letter**].

²¹Hembroff Questioning at 26/7-15.

²²Lauder Document 8; RWC00033 [the **December 1, 2015 Email**].

²³Lauder Document 7; RWC00037.

²⁴Lauder Questioning at 27/16-28/7.

²⁵Lauder Document 15; RWC00039.

²⁶Lauder Document 63; Lauder Document 70.

23. On June 28, 2016, Rod Hawken, with the County, sent an email relating to surveying and subdivision matters that set out the status of the Cowles Landing subdivision. The email confirms the Defendants did not sign the Emergency Access Easement Agreement:

5. As mentioned to Ken, I have not had any success in obtaining the emergency access easement on the Reid's property. Failing that, we will have to go back to the south easement and the lot design would have to be adjusted.²⁷

24. On August 10, 2016, Stacey Gibson, counsel for the Defendants, emailed David Blades, Director of Planning and Economic Development with the County, (the **August 10, 2016 Email**) stating that the Defendants were not “willing to encumber their title with the proposed Emergency Access Easement Agreement benefitting the adjacent parcel to the south of their land.”²⁸

25. On August 26, 2016, in response to the August 10, 2016 Email, David Blades emailed Rod Hawken, both with the County, and stated:

I'll check with Ken to advise him he needs to either sweeten the pot with the Reids or re-arrange the access to the Lutheran Church site.²⁹

26. On November 16, 2016, Lauder registered a caveat against the Reid Land. The caveat refers to two agreements, the December 9, 2014 Email and the January 7, 2015 Letter:

TAKE NOTICE THAT LAUDER INDUSTRIES INC., claims an interest in the under mentioned lands, specifically an Emergency Access Easement herein called the Easement. The Easement arose pursuant to a written Agreement dated December 9, 2014 and January 7, 2015 between LAUDER INDRUSTRIES [sic] INC., and EMILIE ANNE REID and REID WORLDWIDE CORPORATION, whereby EMILIE ANNE REID and REID WORLWIDE [sic] CORPORATION granted to LAUDER INDSTRIES INC. [sic], who owns land legally described as:

[...]

A right to use a road located on land legally described as:

[...]

To access the Lauder Land.³⁰

²⁷Lauder Document 71 [emphasis added].

²⁸Lauder Document 77.

²⁹Lauder Document 77.

³⁰Lauder Document 27.

27. On May 10, 2017, David Blades emailed Ken Cowles setting out alternatives for emergency access if Mr. Cowles was unable to get Reid “to provide the access with legal binding agreements”.³¹

28. The above timeline shows that the most Reid ever agreed to was to provide a letter of permission to the Country allowing Lauder to use the road for emergency access.

29. Reid never intended nor agreed to grant an easement or any other interest in the Reid Land. This was conceded by Mr. Lauder in questioning.³²

PART III – LAW AND ARGUMENT

A. The Modern Approach to Summary Judgment

30. The test for summary judgment is set out in the *Alberta Rules of Court*.³³

Application and decision

7.3(1) A party may apply to the Court for summary judgment in respect of all or part of a claim on one or more of the following grounds:

- (a) there is no defence to a claim or part of it;
- (b) there is no merit to a claim or part of it;
- (c) the only real issue is the amount to be awarded.

31. The Court of Appeal has recently stated that summary judgment is appropriate where a fair and just disposition can be made on the existing record, and where a “claim is so compelling that the likelihood it will succeed is very high”.³⁴

32. Accordingly, the burden is on the Plaintiff to show on the existing record that a valid easement was created over the Reid Land.

B. Whether an Easement was Granted over the Reid Land

i. Distinction Between a Contractual Right and an Interest in Land

³¹Lauder Document 78.

³²Lauder Questioning at 35/7-38/3.

³³Alta Reg 124/2010.

³⁴*Condominium Corp No 0321365 v Cuthbert*, 2016 ABCA 46, at para 27 [Tab 1].

33. The facts of this case show that Lauder and Reid engaged in some discussion on Lauder's potential use of a side road on the Reid Land. This much is established by the Applicant's Brief.

34. What Lauder fails to show, however, is how these discussions purportedly created an interest in land.

35. The mere use of land can be either a licence or an easement. In a leading case on this issue, Justice Puddester of the Newfoundland Supreme Court described the legal effects of a licence as compared to an easement:

... In *Megarry's text, op. cit.*, it is noted that a "licence" created by contract grants personal permission to the licensee to do something on the land which would otherwise constitute a trespass. While the learned authors note that some English authority suggests the possibility that even a licence could create some equitable "interest" in the land itself, such authority does not appear to be generally followed; the distinction still seems to be maintained between a licence as a personal contract, and an easement as creating some right which attaches to the land itself, even if only for a limited period.³⁵

36. Similarly, the Alberta Court of Queen's Bench stated that a "licence creates a personal, contractual right between the licensor and licensee and is permission to do that which would otherwise constitute a trespass."³⁶

37. The decision *Parker v. Parker*,³⁷ of the New Brunswick Court of Queen's Bench, is factually similar to the case at bar. In that case, the plaintiffs and the defendants verbally discussed granting the plaintiffs permission to use the defendants' driveway in connection with constructing the plaintiffs' house on adjoining land.

38. The trial judge found as a fact that the defendants gave permission to use the driveway to gain access to the plaintiffs' property.³⁸ After the plaintiffs' house was complete, the defendants asked the plaintiffs to contribute toward the cost of maintaining the driveway.³⁹ In response, the plaintiffs asked the defendants to sign an agreement granting

³⁵ *Imperial Oil Limited v Young*, [1996] NJ No 217 (Nfld SC) at para 120 [*Imperial Oil Trial*] [Tab 2], aff'd [1998] NJ No 248 (Nfld CA).

³⁶ *Sturgeon Hotel Ltd v St Albert (City)*, 2010 ABQB 725 at para 14 [*Sturgeon Hotel*] [Tab 3].

³⁷ (1989) 100 NBR (2d) 361 (QB) [*Parker*] [Tab 4]; the New Brunswick Court of Appeal held that the trial judge in *Parker* got the law wrong on an unrelated point of whether estoppel may give rise to a cause of action; the trial judge's findings otherwise remain good law – see *AG St Amand & Fils Inc v Butler* (1996), 184 NBR (2d) 128 (NB CA) at para 29.

³⁸ *Ibid* at para 12.

³⁹ *Ibid* at para 19.

the plaintiffs a right-of-way.⁴⁰ The defendants refused to sign an agreement, and no agreement was ever put in writing.⁴¹

39. The plaintiffs alleged the defendants had granted them an easement in the form of a right-of-way on the basis of promissory estoppel.⁴² The defendants maintained that they had granted the plaintiffs a licence only.⁴³ In support of their position, the defendants pointed to the fact that they specifically refused to sign the plaintiff's right-of-way agreement.⁴⁴

40. The Court's determination hinged on the intention of the parties as evidenced by the agreement and the circumstances.⁴⁵ After weighing the evidence, the Court found the defendants had granted only a licence by way of a simple permission to use the lane, and that at law this permission could be withdrawn at any time.⁴⁶

ii. Nature and Creation of an Easement

41. The Plaintiff refers to the four necessary characteristics of an easement, which are that:

- (a) there must be a dominant and servient tenement;
- (b) the easement must accommodate the dominant tenement;
- (c) the dominant and servient tenement owners must be different persons (this requirement has been eliminated in Alberta pursuant to section 68(1) of the *Land Titles Act*); and
- (d) the right granted must be capable of forming the subject-matter of the grant.⁴⁷

42. An easement may be created by either express or implied grant; reservation (retaining an interest by a grantor on a transfer of land); proprietary estoppel; prescription, or statute; although the common thread among all easements is consent.⁴⁸

⁴⁰ *Ibid* at para 20.

⁴¹ *Ibid* at para 21.

⁴² *Ibid* at para 28.

⁴³ *Ibid* at para 30.

⁴⁴ *Ibid* at para 31.

⁴⁵ *Ibid* at para 121.

⁴⁶ *Ibid* at para 32.

⁴⁷ *Sturgeon Hotel* at para 17.

⁴⁸ Bruce Ziff, *Principles of Property Law*, 5th ed (Thomson Reuters: Toronto, 2010) [Ziff] [Tab 5] at pp 381-390.

43. In this case, the Plaintiff implies first that the correspondence between the parties created an easement in favour of the Plaintiff by way of an express grant.⁴⁹ In the case of express grants, the normal principles of contractual interpretation apply.

44. As the Court of Appeal of Alberta stated, “the grant of easement must be recognized as a contract reflecting the terms of the agreement made by the contracting parties.” The Court of Appeal continued: “It is elementary that any contract is the primary source of reference to determine a dispute involving the rights and obligations of those parties. Where a dispute arises over the rights involving the acquisition of lands those rights are also subjected to and governed by legislative enactments regulating land titles.”⁵⁰

45. Further, in *Sturgeon Hotel*, the Alberta Court of Queen’s Bench held that when interpreting whether an express grant creates an easement, courts must consider the language of the express grant, taking into account the intentions of the parties and the surrounding circumstances:

The question of the nature of an interest created by an express grant must be answered by reference to the Agreement itself:

The degree of occupation or possession will be governed by the document conceding the grant.

... it is in each case a question of intention to be determined by the Court on the construction of the particular document, and with due regard to the nature of the covenant and the surrounding circumstances.

The nature and extent of a right-of-way depends on the proper construction of the language of the instrument creating it.

A review of the documents and a consideration of the intent of the parties forming the agreement regarding a right of way is necessary to determine the nature of the grant.⁵¹

[citations omitted]

46. In short, it is not sufficient that the four characteristics of an easement are present to find that an easement was created; courts must still look to the intention of the parties to determine if the parties intended to create an easement or some other type of arrangement.⁵²

⁴⁹Application of the Plaintiff at para 21.

⁵⁰*Husky Oil Operations Ltd v Shelf Holdings Ltd*, 1989 ABCA 30 [Applicant Brief at Tab 3] at para 12.

⁵¹*Sturgeon Hotel* at para 73.

iii. Application

47. In this case, it is clear that no easement was created by express grant because of the following:

- (a) The Defendants had no intention of creating an easement, which is clear in the questioning of Gregory Bruce Hembroff.⁵³
- (b) At no time did any of the parties expressly state that an interest in land or easement was to be created. Rather, the parties agreed that Reid would provide a letter to the County indicating that it permitted Lauder to use the side road on the Reid Land for emergency access.
- (c) When the County requested that the Defendants confirm in writing the existence of a right-of-way or easement, the Defendants refused to sign the document. The Defendants then expressly stated that they refused to encumber title to the Reid Land with an easement.
- (d) Personal language is consistently used in the correspondence regarding the emergency access, which indicates an intention to grant a personal right of use as opposed to a right that attaches to realty. For example:
 - (i) the March 17, 2015 Letter refers to the person (Lauder) and not the land: “authorizing your client emergency access to the road which remains on our client’s property”;
 - (ii) the November 26, 2015 Letter states that access is “only by Lauder”;
and
 - (iii) neither the January 7, 2015 Letter nor the March 17, 2015 Letter use the term “right”, “proprietary interest” or “easement”.

⁵² *Imperial Oil Ltd v Young*, [1998] NJ No 248 (Nfld CA) [Tab 6] at para 15 [*Imperial Oil Appeal*]; see also *Gypsum Carrier Inc v R* (1977), 78 DLR (ed) 175 (FC Trial Div).

⁵³ Questioning Transcript of Gregory Bruce Hembroff dated June 27, 2017, 10/2-11; 20/11-23; 27/21-28/6; 31/10-14; 34/21-24

- (e) Both the January 7, 2015 Letter and the March 17, 2015 Letter contain imprecise language regarding the scope and term of the agreement. In the January 7, 2015 Letter, the use of “Requested Authorization” was undefined.
- (f) The *Parker* decision is on all fours with the facts of this case. In the case at bar, Lauder is alleging that a verbal agreement for an easement was negotiated between Ken Cowles and Rashid Reid (now deceased), and that Reid refused to sign the easement agreement when presented with it. In *Parker*, the Court was satisfied that there had been an oral agreement for use of a driveway, and the granting party’s refusal to sign a written agreement for an easement supported the Court’s finding that what had been granted was in fact a licence as opposed to an easement.

C. Specific Responses to Lauder’s Brief

48. The Applicant makes an alternative argument that an easement was granted over the Reid Land on the basis of proprietary estoppel.⁵⁴

49. An easement may be established by proprietary estoppel where it can be shown that:

- (a) the owner of land induces the claimant to believe that he has or will enjoy some right or benefit over the owner’s property;
- (b) in reliance upon this belief, the claimant acts to his detriment; and
- (c) the owner then seeks to take unconscionable advantage of the claimant by denying the claimant the benefit which he expected to receive.⁵⁵

50. The Defendants cannot be said to have induced the Plaintiff to believe it had an easement. The Defendants never promised the Plaintiff an easement, and even if the Plaintiff had been under the false assumption that it was so entitled, it was expressly informed on August 10, 2016, that an easement would not be granted.⁵⁶

⁵⁴Applicant Brief at paras 22-23.

⁵⁵*Rocky Mountain House (Town) v Alberta Municipal Insurance Exchange*, 2007 ABQB 548 [Tab 7] at para 22.

⁵⁶Although the issue has not been argued by the Plaintiff, for the sake of completeness the Receiver analyzed whether an easement may have been established by implication. The Receiver has determined that this could not be the case given the evidence. There are several legal theories for establishing an easement by implication: easement of apparent accommodation (these arise where there is common ownership followed by a conveyance

PART IV – CONCLUSION

51. On applications for summary judgment, the parties must put their best foot forward.⁵⁷ The foregoing evidence and law shows that, on a balance, Lauder has failed to make out the test for summary judgment. This is because:

- (a) Lauder submits that the letters and emails between the parties' counsel establishes a contractual grant of an easement on the Reid Land. It is evident on the face of the documents, however, that no such grant was made.
- (b) Any agreement between the parties must show a clear intention to create an interest in the Reid Land to establish an easement, as compared to a simple licence for Lauder to use the side road for emergency purposes. Much like the decision in *Parker*, the agreement between the parties was a simple licence.
- (c) A successful argument establishing an easement by way of proprietary estoppel requires proof of inducement. There is no evidence that Lauder was induced to believe it would obtain an easement.

of land), easements of necessity, and when an easement is required to prevent an equitable fraud on the grantee: Ziff p 386, see also Craig Carter "Easement Law for Litigators" in Justice Todd Archibald & Justice Randall Echlin, ed, *Annual Review of Civil Litigation 2009* (WestlawNext Canada, 2009) at 10.

The Alberta Court of Appeal has stated that "most courts, including those in this province, have been reluctant to imply easements and will only imply an easement of necessity if in fact certain prerequisites are met": *Nelson v Stelter*, 2011 ABCA 203 at para 38, leave to appeal to SCC refused, [2011] SCCA no 423. An easement of necessity will only be implied where there is "no other way by which land can be accessed". Mere inconvenience and cost is not a sufficient reason for creating an easement of necessity: *Hough v Alberta*, 2000 ABQB 1004 at paras 5-8.

In this case, alternatives for emergency access, other than on the Reid Land, was contemplated by the parties, and therefore the prerequisite condition that there be no other way by which the Lauder Land can be accessed is not satisfied. Indeed, this point is conceded at paragraph 17 of Lauder's affidavit.

⁵⁷ *1214777 Alberta Ltd. v. 480955 Alberta Ltd.*, 2014 ABQB 301 [Tab 8] at para 17 (citing *Papaschase Indian Band No 136 v Canada (Attorney General)*, [2008] 1 SCR 372 (SCC), at 378 and 382).

52. Lauder has failed to meet the burden required by Rule 7.3 of the *Rules of Court*. The Receiver requests that Lauder's application be dismissed with costs, seeks a declaration that no easement exists in respect of the Reid Lands, and an order discharging the caveat registered by Lauder against the Reid Land.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 18TH DAY OF MAY, 2018.



Howard A. Gorman, Q.C.
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Worldwide Corporation, Alvarez & Marsal Canada
Inc.