

Court File No. CV-21-00085839-00ES

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHRISTOPHER BAXTER

Applicant

and

RACHEL BAXTER in her capacity as Estate Trustee of the ESTATE OF  
STUART DILLON BAXTER

Respondent

APPLICATION UNDER Sections 5 and 37 of the *Trustee Act*, R.S.O. 1990 c. T.23, Sections 39 and 50 of the *Estates Act*, R.S.O. 1990 c. E.21, Section 103 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and Rules 14.05(3)(a)-(c), 16.04, 16.06, 42, 57, 74.04, 74.15(1)(d), (h), (i), 74.16, 74.17, 74.18, 75.04, and 75.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194

**APPLICATION RECORD**

April 20, 2021

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Lawyers for the Respondent  
Rachel Baxter in her capacity as Estate Trustee of the ESTATE OF STUART  
DILLON BAXTER

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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Court File No. CV-21-85839-ES

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHRISTOPHER BAXTER

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and

RACHEL BAXTER in her capacity as Estate Trustee of the ESTATE OF  
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**NOTICE OF APPLICATION**

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- In person  
 By telephone conference  
 By video conference

at the following location: by videoconference, details to be provided prior to the application date.

on \_\_\_\_\_, 2021, at \_\_\_\_\_,

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IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date February 18, 2021

Issued by

Steeven E Padou

Digitally signed by Steeven E Padou  
 DN: c=ca, st=on, o=Government of Ontario,  
 ou=People, serialNumber=DSAP439995,  
 cn=Steeven E Padou  
 Date: 2021.02.18 14:28:49 -05'00'

Local Registrar

Address of 161 Elgin Street  
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 K2P 2K1

TO: **MILTONS I P**  
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Lawyers for the Respondent  
 Rachel Baxter in her capacity as Estate Trustee of the ESTATE OF STUART  
 DILLON BAXTER

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## APPLICATION

1. The Applicant, Christopher Baxter, makes application for:
  - (a) An Order removing the Respondent Rachel Baxter (“Ms. Baxter”) as Estate Trustee of the Estate and appointing Christopher Baxter (“Mr. Baxter”) as Estate Trustee;
  - (b) An Order that the Respondent Ms. Baxter file an application to pass accounts and pass her accounts as Estate Trustee for the Estate of Stuart Dillon Baxter (“the Estate”) from January 8, 2017 (“the date of death”) to the date of filing of this Application or such further and other date within 45 days of the date of this Order or such further and other timeframe to be determined by this Honourable Court;
  - (c) An Order requiring Ms. Baxter to file with the Court a statement of assets, including all global assets of the Estate within 15 days of the date of this Order or such further and other timeframe to be determined by this Honourable Court;
  - (d) An Order that the Estate or Ms. Baxter personally compensate Mr. Baxter for its unjust enrichment in the amount of \$390,000 for value received or such further and other amount to be determined by this Honourable Court;
  - (e) A Declaration that the property located at 74 Beaver Ridge, Nepean, Ontario and legally described as LT 156, PL 429066 ; S/T CR445826, CR452818, CR497230, CR502744 (“the Property”) or the proceeds of sale of the Property is the subject of a trust or other equitable interest for the benefit of Mr. Baxter;

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- (f) In the alternative, an Order that the Property or net proceeds of its sale be transferred to Mr. Baxter;
  - (g) An Order that the Estate reimburse Mr. Baxter for debts owed to him by the Estate;
  - (h) Leave to issue and register a Certificate of Pending Litigation against the Property;
  - (i) An Order validating or for substituted service or dispensing with service of this Application, if necessary;
  - (j) An Order that Ms. Baxter in her personal capacity pay the costs of this Application and of the application for a passing of accounts;
  - (k) In the alternative, costs;
  - (l) Interest in accordance with the *Courts of Justice Act*; and
  - (m) Such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:
- (a) The Deceased died on January 8, 2017;
  - (b) The parties are the children of the Deceased;
  - (c) The Deceased had a Will dated March 4, 1982 (“the Will”) in which, *inter alia*, the parties are the sole beneficiaries of the Estate, and he named Ms. Baxter as Estate Trustee;
  - (d) A Certificate of Appointment was granted to Ms. Baxter on May 11, 2017;

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- (e) Ms. Baxter has lived in New Brunswick since the late 1980s and currently lives there;
- (f) At all material times, Mr. Baxter lived with the Deceased;
- (g) In or about 2004 the Deceased developed serious medical issues, at which point Mr. Baxter began to care for him;
- (h) Mr. Baxter did not collect compensation for the care he provided to the Deceased;
- (i) The Will directs the Estate Trustee to, *inter alia*, pay out estate debts;
- (j) Between in or about 2004 to 2007, Mr. Baxter loaned the Deceased money in excess of \$100,000;
- (k) In or about 2016, Mr. Baxter decreased the amount of his loan to the Deceased to \$50,000;
- (l) In or about July 2017 Mr. Baxter made a lump sum payment to the Estate's creditors to bring the Estate's debts out of default;
- (m) Since in or about July 2017, Mr. Baxter has been making payments to avoid having the Estate's debts fall into default;
- (n) Mr. Baxter has a trust or equitable interest in the Property or net proceeds of sale of the Property;
- (o) In the alternative, Mr. Baxter is a creditor of the Estate;

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- (p) On or about April 30, 2020, Ms. Baxter brought an application for a Writ of Possession for the Property;
- (q) On or about August 17, 2020, Justice Gomery ordered vacant possession of the Property to Ms. Baxter as Estate Trustee;
- (r) On or about October 8, 2020, Mr. Baxter was evicted from the Property;
- (s) To the date of this Notice, Ms. Baxter has taken no steps to sell the Property;
- (t) Mr. Baxter seeks to purchase the Property from the Estate and made an offer to Ms. Baxter as Estate Trustee on January 15, 2021;
- (u) Ms. Baxter did not accept the offer, nor did she make a counteroffer, and instead now seeks to sell the Property on the open market incurring unnecessary brokerage and legal costs;
- (v) Since being appointed as Estate Trustee, Ms. Baxter has acted in breach of her common law and statutory duties by, *inter alia*:
  - (i) Delaying the administration of the Estate by, *inter alia*, failing to settle the Estate's debts in a timely manner, including the debt owed to Mr. Baxter;
  - (ii) Failing to settle Mr. Baxter's trust interest in the Estate stemming from the care he provided the Deceased without compensation;
  - (iii) Failing to negotiate Mr. Baxter's purchase of the Property to avoid unnecessary expenses to the Estate;

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- (iv) Failing to proceed with the sale of the Property after receiving an endorsement and order empowering her to do so;
  - (v) Failing to communicate with Mr. Baxter as a beneficiary of the Estate; and
  - (vi) Such further and other particulars to be provided prior to the hearing of this matter.
- 
- (w) Mr. Baxter has reason to believe that Ms. Baxter does not have assets in Ontario;
  - (x) Registering a Certificate of Pending Litigation on the title of the Property is appropriate to preserve Mr. Baxter's interests during this litigation, as Ms. Baxter retains authority to sell the Property;
  - (y) Rules 14.05(3)(a)-(c), 16.04, 16.06, 42, 57, 74.04, 74.15(1)(d), (h), (i), 74.16, 74.17, 74.18, 75.04, and 75.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
  - (z) Section 103 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
  - (aa) Sections 39 and 50 of the *Estates Act*, R.S.O. 1990 c. E.21;
  - (bb) Sections 5 and 37 of the *Trustee Act*, R.S.O. 1990 c. T.23; and
  - (cc) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

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- (a) Affidavit of Christopher Baxter; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 11, 2021

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Lawyers for the Respondent  
Rachel Baxter in her capacity as Estate Trustee of the ESTATE OF STUART  
DILLON BAXTER

CHRISTOPHER BAXTER

Applicant

-and-

RACHEL BAXTER as Executor of the ESTATE OF STUART  
DILLON BAXTER  
Respondent

CV-21-85839-ES  
Court File No.

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
OTTAWA

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**NOTICE OF APPLICATION**

---

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Court File No. CV-21-85839-ES

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

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Applicant

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**AFFIDAVIT #1 OF CHRISTOPHER BAXTER**

(Sworn: April 19<sup>th</sup>, 2021)

I, Christopher Baxter, of the City of Ottawa, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am the Applicant in this proceeding, and, as such, have knowledge of the matters deposed herein. To the extent I do not have personal knowledge, I verily believe the information set forth to be true.

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### **Family history**

2. Stuart Dillon Baxter (“my father”, “our father”) and Rhoda Miner Baxter (“my mother”, “our mother”) had two children: Rachel Baxter (“Rachel”) and me.

3. I lived with my parents at 74 Beaver Ridge in Nepean, Ontario (“the Property”) since in or about 1972. Rachel left Ontario to live in New Brunswick in the 1980s, and to my knowledge has no assets in Ontario.

4. My mother was a professional soprano and a housewife. My mother died on November 30, 2012 due to complications stemming from bone cancer and pulmonary hypertension. My father was the sole beneficiary of my mother’s estate.

5. Under my mother’s Will, Rachel was appointed as an alternate Estate Trustee. My mother’s Will empowered her estate trustees to, among other things, pay for funeral and testamentary expenses. When Rachel failed to do so, I ended up paying for my mother’s cremation myself. Attached and marked as **Exhibit “A”** to this my Affidavit is a true copy of my mother’s Will.

6. My father was a was a mathematician and computer scientist for the National Research Council of Canada. My father died on January 8, 2017 due to a mucus plug in his respiratory tract causing him to go into cardiac arrest. He left a Will dated March 4, 1982 (“the Will”) in which he, among other things:

- (a) Appointed Rachel Estate Trustee in the event of my mother’s death;
- (b) Gave the Estate Trustee the power to pay off Estate debts; and

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(c) Named Rachel and myself as equal residual beneficiaries of the Estate if our mother had already passed away.

7. Attached and marked **Exhibit "B"** to this my Affidavit is a true copy of the Will.
8. Shortly after our father's death, Rachel contacted me to get a copy of the Will. After I provided it to her, she immediately ceased communicating with me or sharing information about the Estate with me.
9. Rachel obtained a Certificate of Appointment of Estate Trustee with a Will for our father's estate ("the Estate") on May 11, 2017. Attached and marked **Exhibit "C"** to this my Affidavit is a true copy of the Certificate of Appointment.

#### **My father's loans**

10. The Property is a 2,500 square foot, 5-bedroom bungalow that my parents purchased in 1972. Over the years, several features of the Property came into disrepair. Between in or about 2004 to 2007, I loaned my parents money in excess of \$100,000 for them to maintain the Property as well as for other personal expenses, such as my mother's new bed, cell phone, and car repairs. I expected to be repaid for these loans when the Property sold, or in the form of a discount on my eventual purchase of the Property. I believe that these payments entitled me to purchase this Property or gave me a trust interest in the Property, which as described below, has been ignored by Rachel.

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**The Estate's assets and liabilities**

11. In or about January 2017, I prepared a list of my father's assets and liabilities for Rachel. At that time, my father's savings and investments totaled \$178,579.96, and his liabilities totaled \$443,118.73, not including my \$100,000 loan. Attached and marked as **Exhibit "D"** to this my Affidavit is a true copy of these estimates.

12. As noted above, Rachel stopped communicating with me after I sent her the Will, aside from selective communication relating to Estate debts she requested I pay. As such, Rachel has not kept me apprised of the status of the Estate's assets and liabilities. I believe the Estate faced a debt of \$450,861.47 as of March 2020, based on the estimate submitted by Rachel to the Court in or about August 2020. I do not know the status of my father's savings and investments, and if they were applied towards the Estate's debts. Attached and marked as **Exhibit "E"** to this my Affidavit is a true copy of Rachel's estimate of the Estate's debts.

**Rachel's failure to prudently administer the Estate**

13. In the latter years of my father's life, he amassed a debt of \$69,958.51 to Bruyère Continuing Care Inc. ("Bruyère") for ongoing care in his declining health. My father negotiated an arrangement with Bruyère in which his debt would be registered on title for the Property and he would make monthly good faith payments of \$220. Following my father's death, Rachel did not honour the agreement with Bruyère, and never made a single payment. Bruyère is now seeking to collect their debt from the Estate. As the debt is registered on the title of the Property, Rachel's default puts the Property at risk of foreclosure. Attached and marked as **Exhibit "F"** to this my Affidavit is a true copy of a letter from Bruyère's lawyer about this debt.

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14. On or about March 12, 2021, I wrote to Bruyère offering to make interim payments of \$500 per month towards the Estate's debt with them. In my letter, I also offered to purchase the debt from Bruyère to maintain that amount until the Estate is settled. Bruyère has not responded to my offers. Attached and marked as **Exhibit "G"** to this my Affidavit is a true copy of my letter to Bruyère.

15. Following my father's death, Rachel took no steps to settle the Estate's debts. Shortly after my father's death, I made a lump sum payment of \$10,750.00 to the Bank of Nova Scotia ("BNS") to bring my father's primary mortgage on the Property out of default. I continued to make payments towards this line of credit totalling \$48,963.47, summarized in the following table. This was an Estate debt that I paid in my personal capacity.

<u>Date</u>	<u>Amount</u>
September 2, 2017	\$10,750.00
October 2, 2017	\$797.59
November 5, 2017	\$1,000.00
December 5, 2017	\$1,000.00
January 10, 2018	\$745.00
February 3, 2018	\$1,000.00
March 8, 2018	\$1,000.00
April 4, 2018	\$1,000.00
May 2, 2018	\$1,000.00
June 5, 2018	\$1,000.00
July 4, 2018	\$1,000.00
August 4, 2018	\$1,000.00
September 8, 2018	\$1,000.00
October 6, 2018	\$1,000.00
November 3, 2018	\$1,000.00
December 8, 2018	\$1,000.00
January 5, 2019	\$1,000.00
February 7, 2019	\$1,000.00
March, 2019	\$1,000.00
April 10, 2019	\$200.00
April 12, 2019	\$800.00

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May 15, 2019	\$1,000.00
June 12, 2019	\$1,000.00
July 2, 2019	\$1,000.00
August 17, 2019	\$1,000.00
September 6, 2019	\$1,000.00
December 4, 2019	\$2,070.88
January 2, 2020	\$1,000.00
February 15, 2020	\$1,000.00
March 2, 2020	\$1,000.00
May 6, 2020	\$1,000.00
September 26, 2020	\$2,000.00
December 4, 2020	\$1,000.00
January 15, 2021	\$2,600.00
February 4, 2021	\$1,000.00
March 8, 2021	\$1,000.00
April 6, 2021	\$1,000.00

**Total** \$48,963.47

16. From in or about 2017, subsequent to the payment above, I continued to make monthly payments to BNS for the mortgages on the Property and other lines of credit to maintain the Estate's debt and keep it from falling back into default. For example, shortly after my father's death, I began making monthly \$500 payments towards one of his lines of credit at BNS. I have now paid off this line of credit completely, totalling \$7,535.06. Similarly, I made monthly \$500 payments towards another of my father's lines of credit at BNS, totalling \$5,000 to the date of this Affidavit and summarized in the following table. I believe these lines of credit paid for house expenses among other things.

<u>Date</u>	<u>Amount</u>
June 12, 2019	\$500.00
July 5, 2019	\$500.00
August 7, 2019	\$500.00
September 6, 2019	\$500.00
December 4, 2019	\$1,500.00

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January 20, 2020	\$500.00
February 3, 2020	\$500.00
March 2, 2020	\$500.00
<b>Total</b>	<b>\$5,000.00</b>

17. After being appointed Estate Trustee, Rachel had the mail, including payment reminders from Estate creditors, forwarded from the Property to her residence in New Brunswick. Rachel would send me these payment reminders, at which point I would make payments on behalf of the Estate. Attached and marked as **Exhibit "H"** to this my Affidavit is a true copy of such a reminder from Rachel.

18. In total, the Estate now owes me \$61,498.53 in respect of the debts that I paid on its behalf. Rachel failed or refused to pay these debts out of Estate funds. To save the Estate from collection action and to preserve the Property, the Estate's primary asset, I paid these debts from my own funds. I believe my payments towards the Property's mortgage entitle me to purchase the Property or give me a trust interest in the Property.

19. My lawyer and I have encountered significant delays in retrieving my banking information from BNS and the Royal Bank of Canada ("RBC"). On or about March 24 and 26, 2021, I (through counsel) requested my records from BNS and RBC. To the date of this Affidavit, we have received no response. I obtained the numbers listed above by speaking with a BNS representative on the phone. Once I retrieve these records, I am confident they will verify the above amounts. Attached and marked as **Exhibit "I"** to this my Affidavit are true copies of the letters sent to BNS and RBC.

20. On or about April 13, 2021, I wrote again to BNS requesting that they confirm the amounts I paid towards the Estate's debts. In this letter, I also offered to purchase the debts from BNS to

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maintain the amounts until the Estate is settled. To the date of this Affidavit, I have received no response. Attached and marked as **Exhibit "J"** to this my Affidavit is a true copy of this letter.

### **Care for parents**

21. In or about 2004, my parents fell seriously ill. My responsibilities for their care increased dramatically from in or about 2004 to their deaths in 2012 and 2017. To care for my parents, I resided in their home with them.

22. It is my view that I was a caregiver for my parents for many years. As I lived with my parents throughout their illnesses, I contributed to their care daily. For example, I routinely took my father for walks, as he would not exercise on his own. I would also coordinate transport of my parents to their medical appointments and correspond with their doctors to better inform myself of their care needs. Rachel rarely visited, and she was not involved in the day-to-day care for my parents, any medical decision-making, or seeing to the maintenance obligations at the Property. Rachel was aware of my extensive involvement in our parents' care, and I never received any compensation for the care I provided to them. The time I spent caring for my parents was very substantial time away from my growing business.

### **Purchase of the Property**

23. In or about 2016 my father and I estimated the cost for the remaining work to be done on the Property would be \$50,000. On or about February 28, 2020, I corresponded with Lagois Drafting and Construction Inc. ("Lagois") to outline the scope of the work. Rachel had me evicted from the Property before I could arrange for a visit with Lagois to finalize their estimate. Attached and marked **Exhibit "K"** to this my Affidavit is a true copy of my letter to Lagois.

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24. In or about 2016, while caring for my father, my father and I discussed me purchasing the Property from him. My father and I agreed on a purchase price of \$475,000 if the above-mentioned required work was completed, or \$425,000 without the work.

25. On or about January 15, 2021, in response to Rachel's inaction in her role as Estate Trustee and the Order of Justice Gomery, I made an offer to purchase the Property through my lawyer Miriam Vale Peters ("Ms. Vale Peters"). The purchase price was \$375,000, which reflected the amount specified above and discounted per the loan owed to me by my father, now the Estate. Attached and marked as **Exhibit "L"** to this my Affidavit is a true copy of the letter and the offer.

26. On or about January 20, 2021, after Rachel did not respond to my offer to purchase the Property, Ms. Vale Peters contacted her to advise that I would be commencing this Application. Ms. Vale Peters asked Rachel for her availability for an eventual hearing, failing which Ms. Vale Peters would schedule based on her own availability. Attached and marked as **Exhibit "M"** to this my Affidavit is a true copy of this e-mail.

27. On or about January 25, 2021, Rachel, through her lawyer Neil Milton ("Mr. Milton"), rejected this offer. In this letter, Rachel demanded a down payment equivalent to the Estate's debt to Bruyère. This is a debt incurred over three years ago, which Rachel as Estate Trustee has failed to service to the date of this Affidavit. Attached and marked as **Exhibit "N"** to this my Affidavit is a true copy of Mr. Milton's letter.

28. My proposed purchase price for the Property plus the assets of the Estate as I understand them and described above would settle the outstanding Estate debts, which I currently estimate to

-10-

be approximately \$450,000. As noted above, I believe that I have right to purchase the Property or an interest in purchasing the Property.

**Removal of Estate assets and my personal property**

29. Following my eviction from the Property, which is described below, I have observed people entering the Property to remove Estate assets and my personal property. I have come to learn that these individuals were acting on Rachel's instructions. As an equal beneficiary of the Estate, I have an interest in knowing who is removing Estate assets.

30. On or about February 16, 2021, I noticed several boxes of items placed on the curb for garbage collection at the Property. When I inspected the contents, I saw that these were personal items and documents belonging to my parents and myself that had been removed from the Property. On or about February 21, 2021, approximately 40 boxes appeared on the curb. I did not know who was removing these items and suspected it was being done at Rachel's instruction. I was worried that Rachel was disposing of my personal property and Estate assets without informing me. I enlisted the help of the neighbors in the area to transfer these items into storage.

31. On or about March 29, 2021, Rachel sent me a letter directly in which she demanded that I remove my personal possessions from the Property by April 13, 2021. This confirmed that she was having Estate assets and my personal property removed at her instruction. Attached and marked as **Exhibit "O"** to this my Affidavit is a true copy of Rachel's letter.

32. That same day, a dumpster was delivered to the Property and filled with items from inside the Property, including my personal belongings. Other items of personal property were scattered over the front lawn. What my neighbor could not help me collect and store in his garage that day

-11-

was gone by the next morning. Attached and marked as **Exhibit "P"** to this my Affidavit are true copies of pictures of the dumpster and front lawn.

33. On or about April 1, 2021, Rachel contacted me directly and through her lawyer offering to deliver the contents of the dumpster to my place of business. On or about April 6, 2021, the dumpster arrived at my business and the contents were dumped outside. I was then left to sort through the contents to preserve and store my personal property. Attached and marked as **Exhibit "Q"** to this my Affidavit are true copies of the emails and pictures of the dumping.

34. On or about April 7, 2021, Rachel contacted me (through counsel) to inform me that more of my belongings would be taken from the Property and delivered at my business the next day without my consent. This did not occur, and on or about April 9, 2021 Rachel contacted me again (through counsel) to advise that my belongings would be taken from the Property and delivered that same day. They were finally delivered and unloaded outside my business that day. At no time did I authorize or agree to have my personal property taken from the Property. Attached and marked as **Exhibit "R"** to this my Affidavit are true copies of Mr. Milton's emails and pictures of the delivery.

35. On or about April 9, 2021, I contacted Rachel (through counsel) to confirm that the Property had not been sold. On or about April 12, 2021, Rachel (through counsel) responded to say that it had not been sold. She also advised me that my car, boat, and three trailers would be taken from the Property and delivered to me that week, possibly the next day, but offered no estimated time for the delivery. These items were delivered on or about April 13, 2021. Attached

-12-

and marked as **Exhibit "S"** to this my Affidavit are true copies of these e-mails and pictures of the delivery.

36. Rachel seems to be preparing the Property for a quick sale. Such a sale would eliminate my entitlement to purchase the Property or my trust interest in the Property, as I do not believe the Estate will have sufficient assets to repay its debts to me.

#### **Litigation history**

37. On or about April 30, 2020, Rachel brought an application for a Writ of Possession for the Property. Attached and marked as **Exhibit "T"** to this my Affidavit is a true copy of the Application Record.

38. On or about August 10, 2020, Justice Gomery issued an Endorsement which ordered, among other things, the Writ of Possession. In her Endorsement, Justice Gomery wrote that she was satisfied that "the Property must be sold in order for the Estate to pay its debts and it must be put on the market as soon as reasonably possible to avoid costly legal proceedings for the Estate". Rachel then took no action for the seven months that followed and did not respond to my offer to purchase the Property. Attached and marked as **Exhibit "U"** to this my Affidavit is a true copy of the endorsement and order.

39. On or about October 8, 2020, Rachel had me evicted from the Property. To the date of this Affidavit, seven months after Justice Gomery's endorsement, Rachel has taken no steps to sell the Property or settle the Estate's debts to my knowledge.

-13-

40. On or about January 25, 2021, Ms. Vale Peters responded to Mr. Milton's letter of that day rejecting my offer to purchase the Property. In her response, Ms. Vale Peters reiterated the request from her January 20, 2021 e-mail that Mr. Milton provide his availability for a hearing. Attached and marked as **Exhibit "V"** to this my Affidavit is a true copy of this e-mail.

41. On or about February 4, 2021, after not receiving a reply, Ms. Vale Peters wrote to Mr. Milton again stating that if she did not hear from him, she would take further steps in the litigation on her own schedule. That day, Mr. Milton replied but still did not provide his availability for a hearing of the Application. Ms. Vale Peters responded asking again for Mr. Milton's availability, and suggesting they agree to a timetable for materials and examinations. Attached and marked as **Exhibit "W"** to this my Affidavit is a true copy of these e-mails.

42. On or about February 11, 2021, after again not receiving a reply, Ms. Vale Peters contacted Mr. Milton to tell him that she would proceed with scheduling in accordance with her availability. Attached and marked as **Exhibit "X"** to this my Affidavit is a true copy of this e-mail.

43. On or about February 18, 2021, Ms. Vale Peters' office served Mr. Milton with my Notice of Application. Attached and marked as **Exhibit "Y"** to this my Affidavit is a true copy of this e-mail.

44. I make this Affidavit for no improper purpose.

**SWORN** by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



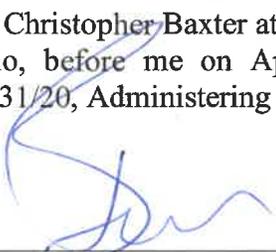
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)



\_\_\_\_\_  
**CHRISTOPHER BAXTER**

Brenda Joy Desjardins, a Commissioner, etc..  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

This is Exhibit "A" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

## BEAMENT, GREEN, YORK

BARRISTERS &amp; SOLICITORS

JAMES W. YORK, JR., Q.C.      WILLIAM T. GREEN, Q.C.  
JOHN H. HAYDON              COLIN D. MCKINNON  
WILLIAM L. RILEY            WILLIAM C.V. JOHNSON, C.A.  
J. BRIAN HEBERT              JOHN R. READ

COUNSEL: G.E. BEAMENT, Q.C.

TENTH FLOOR  
100 SPARKS STREET  
OTTAWA, CANADA  
K1P 5B7

(613) 238-2229

March 5, 1982

Mrs. Rhoda Miner Baxter  
74 Beaver Ridge  
Nepean, Ontario  
K2E 6E4

Dear Mrs. Baxter:

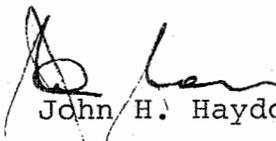
Re: Last Will and Testament

Please find enclosed herewith a true copy of your last Will and Testament. The original Will has been placed in our vault for safekeeping.

We also enclose herewith our statement of account, which we trust you will find satisfactory.

Yours very truly,

BEAMENT, GREEN, YORK



John H. Haydon

JHH:dsn  
Encl.

Rhoda Miner Baxter  
Beaver Ridge  
Nepean, Ontario  
K2E 6E4

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100 SPARKS STREET  
OTTAWA, CANADA  
K1P 5B7  
238-2229

IN ACCOUNT WITH

**BEAMENT, GREEN, YORK**  
BARRISTERS & SOLICITORS

DISBURSEMENTS MADE ON YOUR BEHALF BUT NOT  
POSTED TO YOUR ACCOUNT AS OF THE DATE OF  
THIS ACCOUNT WILL BE BILLED TO YOU LATER.

THIS ACCOUNT IS FOR DISBURSEMENTS ONLY AND  
DOES NOT INCLUDE PROFESSIONAL FEES. PLEASE  
ARRANGE TO REIMBURSE US FOR THESE DISBURSE-  
MENTS WHICH HAVE BEEN MADE ON YOUR BEHALF.

March 5, 1982

Re: Will

To our fee for professional services rendered  
herein;

To receipt of your instructions;

To drafting and engrossing Will as per  
instructions;

To attendance with you to execute same and  
make revisions where necessary;

To attending to making true copy of same and  
placing original in Will Vault;

To reporting to you finally;

OUR FEE HEREIN: \$ 50.00

DISBURSEMENTS:

NIL

TOTAL AMOUNT DUE AND OWING THIS OFFICE: \$ 50.00

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THIS IS THE LAST WILL AND TESTAMENT of me, RHODA MINER BAXTER, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton.

1. I HEREBY REVOKE all Wills and testamentary dispositions of every nature or kind whatsoever by me heretofore made.

2. I NOMINATE, CONSTITUTE AND APPOINT my husband, STUART DILLON BAXTER, to be the Executor and Trustee of this my Will, provided that should the office of such Executor and Trustee of this my Will be or become vacant by reason of the death (in my lifetime or after my death), refusal to act, resignation, incapacity or discharge of the Executor and Trustee hereinbefore named or for any other reason, then I NOMINATE, CONSTITUTE AND APPOINT my daughter, RACHEL ROSE DILLON BAXTER to be the Executrix and Trustee in his place, and I hereinafter refer to my Executor and Trustee from time to time as "my Trustee".

3. I GIVE, DEVISE AND BEQUEATH all my property of every nature and kind and wheresoever situate, including any property over which I may have a general power of appointment, to my said Trustee upon the following trusts, namely:

(a) To use his discretion in the realization of my estate, with power to my Trustee to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as my said Trustee may in his uncontrolled discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such

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length of time as he may think best, and I hereby declare that my Trustee may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate), for such length of time as my said Trustee may in his discretion deem advisable, including but not such as to limit the foregoing the power to subscribe for and exercise or take up any rights for further shares or securities owned by me at my death, and my Trustee shall not be held responsible for any loss that may happen to my estate by reason of so doing.

(b) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses and all estate inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed so to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either during my lifetime or by survivorship or by this my Will or any Codicil thereto and whether such duties or taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and I hereby authorize my Trustee to commute or prepay any such taxes or duties. This direction shall not extend to or include any such taxes that may be payable by a purchaser or transferee in connection with any property transferred to or acquired by such

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purchaser or transferee upon or after my death pursuant to any agreement with respect to such property.

(c) To pay or transfer the residue of my estate to my said husband, STUART DILLON BAXTER, if he survives me for a period of thirty days, for his own use absolutely.

(d) If my husband should predecease me, or should survive me but die within a period of thirty days after my decease, I direct my Trustee to hold the residue of my estate in trust for my children, RACHEL ROSE DILLON BAXTER, and CHRISTOPHER STUART PENDELTON BAXTER, alive at the death of the survivor of me and my said husband in equal shares per stirpes, provided that the share of CHRISTOPHER STUART PENDELTON BAXTER, if he shall be living at the death of the survivor of me and my husband shall be held and kept invested by my Trustee and the income and capital or so much thereof as my Trustee in her uncontrolled discretion considers advisable shall be paid to or applied for the benefit of such child until he attains the age of twenty-one years when the capital of such share or the amount thereof remaining shall be paid or transferred to him, any income not so paid or applied in any year to be added to the capital and dealt with as part thereof, and provided further that if such child should die before attaining the age of twenty-one years such share, or the amount thereof remaining, shall be held by my Trustee in trust for the children of such child who survive him in equal shares, or if such child should leave no child him surviving, in trust for my daughter, RACHEL ROSE DILLON BAXTER, if she shall then be living.

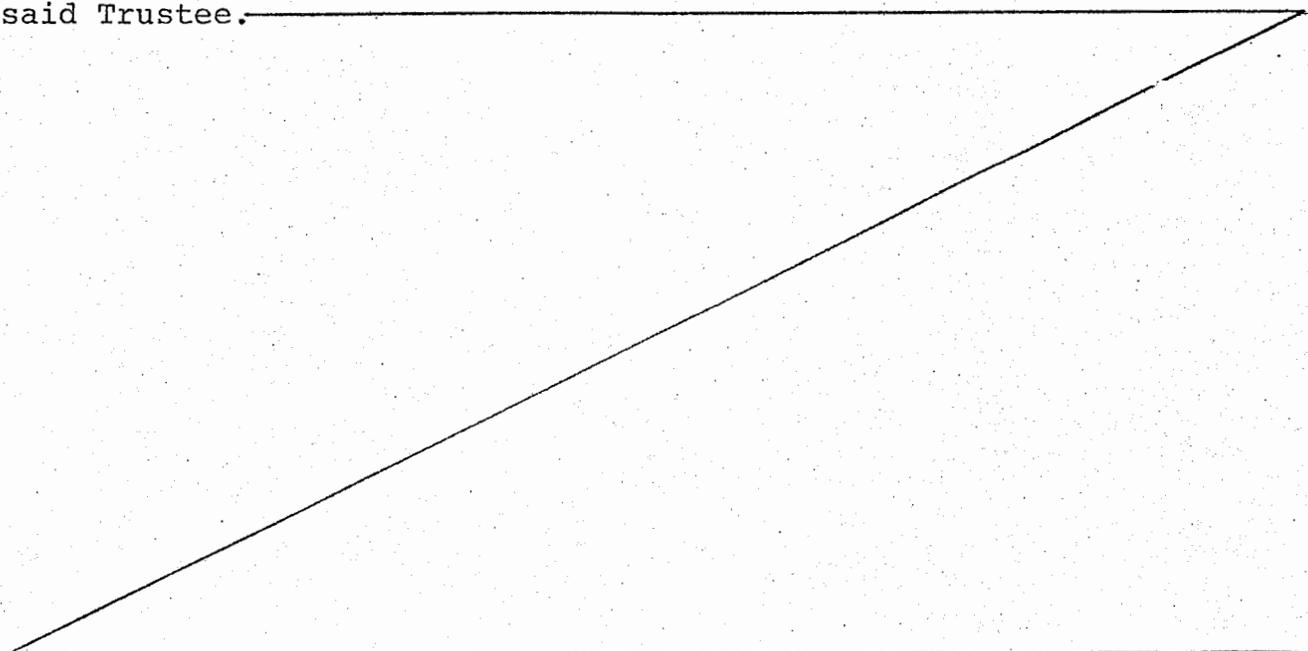


4. Notwithstanding anything herein otherwise contained in the event of my death prior to the maturity of any registered retirement savings plans held by me, I GIVE, DEVISE AND BEQUEATH to my husband, if he survives me for a period of thirty days, all refund of premiums under the said registered retirements savings plans and I declare that in this Will the terms "maturity", "registered retirement savings plan" and "refund of premiums" shall have the same meaning as in the Income Tax Act, R.S.C. 1952, c. 148, as amended.

5. I HEREBY DECLARE that my Trustee when making investments for my estate shall not be limited to investments authorized by law for trustees but may make any investments which in his uncontrolled discretion he considers advisable and my said Trustee shall not be liable for any loss that may happen to my estate in connection with any investment made by him in good faith.

6. I AUTHORIZE my Trustee to make any payments for any person under the age of eighteen years to a parent or guardian of such person whose receipt shall be a sufficient discharge to my said Trustee.

*Handwritten initials/signature*



IN TESTIMONY WHEREOF I have to this my Last Will and Testament, written upon this and the four preceding pages of paper, subscribed my name this 7th day of March, A.D. 1982.

SIGNED, PUBLISHED AND DECLARED )  
 by the said Testatrix, )  
 RHODA MINER BAXTER, )  
 as and for her Last Will and )  
 Testament, in the presence of )  
 us both present at the same )  
 time, who at her request, in )  
 her presence and in the )  
 presence of each other, have )  
 hereunto subscribed our names )  
 as witnesses. )

*Rhoda M. Baxter*

WITNESS: *Credel A. Hanson* )

ADDRESS: *100 Sparks St.* )  
*Ottawa, Ont* )

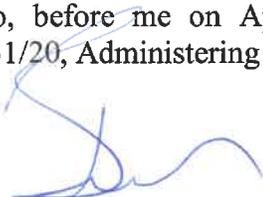
OCCUPATION: *Legal Secretary* )

WITNESS: *[Signature]* )

ADDRESS: *100 SPARKS ST.,* )  
*OTTAWA, ONT* )

OCCUPATION: *Laiciin* )

This is Exhibit "B" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

## BEAMENT, GREEN, YORK

BARRISTERS &amp; SOLICITORS

JAMES W. YORK, JR., Q.C.      WILLIAM T. GREEN, Q.C.  
JOHN H. HAYDON              COLIN D. MCKINNON  
WILLIAM L. RILEY            WILLIAM C.V. JOHNSON, C.A.  
J. BRIAN HEBERT              JOHN R. READ

COUNSEL: G.E. BEAMENT, Q.C.

TENTH FLOOR  
100 SPARKS STREET  
OTTAWA, CANADA  
K1P 5B7

(613) 238-2229

March 5, 1982

Dr. Stuart Dillon Baxter  
74 Beaver Ridge  
Nepean, Ontario  
K2E 6E4

Dear Dr. Baxter:

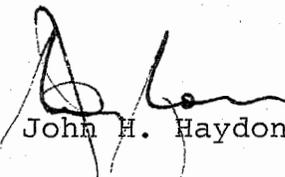
Re: Last Will and Testament

Please find enclosed herewith a true copy of your last Will and Testament. The original Will has been placed in our vault for safekeeping.

We also enclose herewith our statement of account, which we trust you will find satisfactory.

Yours very truly,

BEAMENT, GREEN, YORK



John H. Haydon

JHH:dsn  
Encl.

Mr. Art Dillon Baxter  
Haver Ridge  
Ottawa, Ontario  
K2E 6E4

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100 SPARKS STREET  
OTTAWA, CANADA  
K1P 5B7  
238-2229

IN ACCOUNT WITH

**BEAMENT, GREEN, YORK**  
BARRISTERS & SOLICITORS

DISBURSEMENTS MADE ON YOUR BEHALF BUT NOT  
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THIS ACCOUNT WILL BE BILLED TO YOU LATER.

THIS ACCOUNT IS FOR DISBURSEMENTS ONLY AND  
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ARRANGE TO REIMBURSE US FOR THESE DISBURSE-  
MENTS WHICH HAVE BEEN MADE ON YOUR BEHALF.

March 5, 1982

Re: Will

To our fee for professional services rendered  
herein;

To receipt of your instructions;

To drafting and engrossing Will as per  
instructions;

To attendance with you to execute same and  
make revisions where necessary;

To attending to making true copy of same and  
placing original in Will Vault;

To reporting to you finally;

OUR FEE HEREIN:

\$ 75.00

DISBURSEMENTS:

NIL

TOTAL AMOUNT DUE AND OWING THIS OFFICE:

\$ 75.00

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THIS IS THE LAST WILL AND TESTAMENT of me, STUART DILLON BAXTER, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton.

1. I HEREBY REVOKE all Wills and testamentary dispositions of every nature or kind whatsoever by me heretofore made.

2. I NOMINATE, CONSTITUTE AND APPOINT my wife, RHODA MINER BAXTER, to be the Executrix and Trustee of this my Will, provided that should the office of such Executrix and Trustee of this my Will be or become vacant by reason of the death (in my lifetime or after my death), refusal to act, resignation, incapacity or discharge of the Executrix and Trustee hereinbefore named or for any other reason, then I NOMINATE, CONSTITUTE AND APPOINT my daughter, RACHEL ROSE DILLON BAXTER to be the Executrix and Trustee in her place, and I hereinafter refer to my Executrix and Trustee from time to time as "my Trustee".

3. I GIVE, DEVISE AND BEQUEATH all my property of every nature and kind and wheresoever situate, including any property over which I may have a general power of appointment, to my said Trustee upon the following trusts, namely:

(a) To use her discretion in the realization of my estate, with power to my Trustee to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as my said Trustee may in her uncontrolled discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such

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length of time as she may think best, and I hereby declare that my Trustee may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate), for such length of time as my said Trustee may in her discretion deem advisable, including but not such as to limit the foregoing the power to subscribe for and exercise or take up any rights for further shares or securities owned by me at my death, and my Trustee shall not be held responsible for any loss that may happen to my estate by reason of so doing.

(b) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses and all estate inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed so to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either during my lifetime or by survivorship or by this my Will or any Codicil thereto and whether such duties or taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and I hereby authorize my Trustee to commute or prepay any such taxes or duties. This direction shall not extend to or include any such taxes that may be payable by a purchaser or transferee in connection with any property transferred to or acquired by such

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purchaser or transferee upon or after my death pursuant to any agreement with respect to such property.

(c) To pay or transfer the residue of my estate to my said wife, RHODA MINER BAXTER, if she survives me for a period of thirty days, for her own use absolutely.

(d) If my wife should predecease me, or should survive me but die within a period of thirty days after my decease, I direct my Trustee to hold the residue of my estate in trust for my children, RACHEL ROSE DILLON BAXTER, and CHRISTOPHER STUART PENDELTON BAXTER, alive at the death of the survivor of me and my <sup>5.d.b. 'wife'</sup> said ~~husband~~ in equal shares per stirpes, provided that the share of CHRISTOPHER STUART PENDELTON BAXTER, if he shall be living at the death of the survivor of me and my wife shall be held and kept invested by my Trustee and the income and capital or so much thereof as my Trustee in her uncontrolled discretion considers advisable shall be paid to or applied for the benefit of such child until he attains the age of twenty-one years when the capital of such share or the amount thereof remaining shall be paid or transferred to him, any income not so paid or applied in any year to be added to the capital and dealt with as part thereof, and provided further that if such child should die before attaining the age of twenty-one years such share, or the amount thereof remaining, shall be held by my Trustee in trust for the children of such child who survive him in equal shares, or if such child should leave no child him surviving, in trust for my daughter, RACHEL ROSE DILLON BAXTER, if she shall then be living.

4. Notwithstanding anything herein otherwise contained in the event of my death prior to the maturity of any registered retirement savings plans held by me, I GIVE, DEVISE AND BEQUEATH to my wife, if she survives me for a period of thirty days, all refund of premiums under the said registered retirements savings plans and I declare that in this Will the terms "maturity", "registered retirement savings plan" and "refund of premiums" shall have the same meaning as in the Income Tax Act, R.S.C. 1952, c. 148, as amended.

5. I HEREBY DECLARE that my Trustee when making investments for my estate shall not be limited to investments authorized by law for trustees but may make any investments which in her uncontrolled discretion she considers advisable and my said Trustee shall not be liable for any loss that may happen to my estate in connection with any investment made by her in good faith.

6. I AUTHORIZE my Trustee to make any payments for any person under the age of eighteen years to a parent or guardian of such person whose receipt shall be a sufficient discharge to my said Trustee.

---

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IN TESTIMONY WHEREOF I have to this my Last Will and Testament, written upon this and the four preceding pages of paper, subscribed my name this 4<sup>th</sup> day of March, A.D. 1982.

SIGNED, PUBLISHED AND DECLARED )  
by the said Testator, )  
STUART DILLON BAXTER, )  
as and for his Last Will and )  
Testament, in the presence of )  
us both present at the same )  
time, who at his request, in )  
his presence and in the )  
presence of each other, have )  
hereunto subscribed our names )  
as witnesses. )

*Stuart D. Baxter*

WITNESS: *Judith A. Gause* )

ADDRESS: *100 Sparks* )  
*Ottawa* )

OCCUPATION: *Legal Secretary* )

WITNESS: *A. Jan* )

ADDRESS: *100 SPARKS ST.* )  
*OTTAWA, ONT* )

OCCUPATION: *Journalist* )

DATED the day of March, 1982

STUART DILLON BAXTER

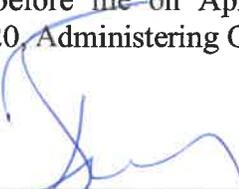
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LAST WILL AND TESTAMENT

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BEAMANT, GREEN, YORK  
Barristers and Solicitors,  
Tenth Floor, 100 Sparks Street,  
Ottawa, Ontario  
K1P 5B7

This is Exhibit "C" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

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FORM 74.13

Courts of Justice

CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL

ONTARIO

SUPERIOR COURT OF JUSTICE AT OTTAWA

IN THE ESTATE OF **STUART DILLON BAXTER**, deceased,

late of **74 Beaver Ridge Road, Ottawa, Ontario K2E 6E4**

occupation **Retired Mathematician**

who died on **8 January, 2017**

CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE WITH A WILL

Applicant	Address	Occupation
<b>RACHEL ROSE DILLON BAXTER</b>	<b>#201-599 Main Street Moncton, NB E1C 1C8</b>	<b>Solicitor</b>

RHODA MINER BAXTER, the firstly named Executrix having predeceased the Testator on the 30th day of November, 2012.

This CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL is hereby issued under the seal of the court to the applicant named above. Attached to this certificate is a copy of the deceased's last will dated 4 March, 1982.

DATE **MAY 11 2017**

*Maurice St. Clair*  
Registrar **M. ST. CLAIR**



Address of court office  
**161 Elgin Street  
Ottawa, Ontario K2P 2K1**

THIS IS THE LAST WILL AND TESTAMENT of me, STUART DILLON BAXTER, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton.

1. I HEREBY REVOKE all Wills and testamentary dispositions of every nature or kind whatsoever by me heretofore made.

2. I NOMINATE, CONSTITUTE AND APPOINT my wife, RHODA MINER BAXTER, to be the Executrix and Trustee of this my Will, provided that should the office of such Executrix and Trustee of this my Will be or become vacant by reason of the death (in my lifetime or after my death), refusal to act, resignation, incapacity or discharge of the Executrix and Trustee hereinbefore named or for any other reason, then I NOMINATE, CONSTITUTE AND APPOINT my daughter, RACHEL ROSE DILLON BAXTER to be the Executrix and Trustee in her place, and I hereinafter refer to my Executrix and Trustee from time to time as "my Trustee".

3. I GIVE, DEVISE AND BEQUEATH all my property of every nature and kind and wheresoever situate, including any property over which I may have a general power of appointment, to my said Trustee upon the following trusts, namely:

(a) To use her discretion in the realization of my estate, with power to my Trustee to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as my said Trustee may in her uncontrolled discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such

S. D. B.  
9/11  
m

length of time as she may think best, and I hereby declare that my Trustee may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate), for such length of time as my said Trustee may in her discretion deem advisable, including but not such as to limit the foregoing the power to subscribe for and exercise or take up any rights for further shares or securities owned by me at my death, and my Trustee shall not be held responsible for any loss that may happen to my estate by reason of so doing.

(b) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses and all estate inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed so to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either during my lifetime or by survivorship or by this my Will or any Codicil thereto and whether such duties or taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and I hereby authorize my Trustee to commute or prepay any such taxes or duties. This direction shall not extend to or include any such taxes that may be payable by a purchaser or transferee in connection with any property transferred to or acquired by such

S. d. h.  
S.  
m

purchaser or transferee upon or after my death pursuant to any agreement with respect to such property.

(c) To pay or transfer the residue of my estate to my said wife, RHODA MINER BAXTER, if she survives me for a period of thirty days, for her own use absolutely.

(d) If my wife should predecease me, or should survive me but die within a period of thirty days after my decease, I direct my Trustee to hold the residue of my estate in trust for my children, RACHEL ROSE DILLON BAXTER, and CHRISTOPHER STUART

*gm*  
 PENDELTON BAXTER, alive at the death of the survivor of me and my ~~husband~~ wife said ~~husband~~ in equal shares per stirpes, provided that the share of CHRISTOPHER STUART PENDELTON BAXTER, if he shall be living at the death of the survivor of me and my wife shall be held and kept invested by my Trustee and the income and capital or so much thereof as my Trustee in her uncontrolled discretion considers advisable shall be paid to or applied for the benefit of such child until he attains the age of twenty-one years when the capital of such share or the amount thereof remaining shall be paid or transferred to him, any income not so paid or applied in any year to be added to the capital and dealt with as part thereof, and provided further that if such child should die before attaining the age of twenty-one years such share, or the amount thereof remaining, shall be held by my Trustee in trust for the children of such child who survive him in equal shares, or if such child should leave no child him surviving, in trust for my daughter, RACHEL ROSE DILLON BAXTER, if she shall then be living.

*S. d. h.*  
*gm*

4. Notwithstanding anything herein otherwise contained in the event of my death prior to the maturity of any registered retirement savings plans held by me, I GIVE, DEVISE AND BEQUEATH to my wife, if she survives me for a period of thirty days, all refund of premiums under the said registered retirements savings plans and I declare that in this Will the terms "maturity", "registered retirement savings plan" and "refund of premiums" shall have the same meaning as in the Income Tax Act, R.S.C. 1952, c. 148, as amended.

5. I HEREBY DECLARE that my Trustee when making investments for my estate shall not be limited to investments authorized by law for trustees but may make any investments which in her uncontrolled discretion she considers advisable and my said Trustee shall not be liable for any loss that may happen to my estate in connection with any investment made by her in good faith.

6. I AUTHORIZE my Trustee to make any payments for any person under the age of eighteen years to a parent or guardian of such person whose receipt shall be a sufficient discharge to my said Trustee.

5. d. h.  
jm

IN TESTIMONY WHEREOF I have to this my Last Will and Testament, written upon this and the four preceding pages of paper, subscribed my name this 4 day of March, A.D. 1982.

SIGNED, PUBLISHED AND DECLARED )  
by the said Testator, )  
STUART DILLON BAXTER, )  
as and for his Last Will and )  
Testament, in the presence of )  
us both present at the same )  
time, who at his request, in )  
his presence and in the )  
presence of each other, have )  
hereunto subscribed our names )  
as witnesses. )

*Stuart D. Baxter*

WITNESS: *[Signature]* )

ADDRESS: *[Address]* )

OCCUPATION: *[Occupation]* )

WITNESS: *[Signature]* )

ADDRESS: 100 SANDALS ST., )

OTTAWA, ONT )

OCCUPATION: *[Occupation]* )

Court File No.

34800/19

**SUPERIOR COURT OF JUSTICE**

at **OTTAWA**

**IN THE ESTATE OF STUART DILLON  
BAXTER**

, deceased

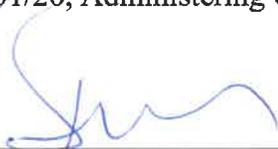
**CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE WITH A WILL**

Name, address, telephone number and fax number of lawyer  
or applicant

**WINDLE LAW FIRM  
249 McLeod Street  
Ottawa, Ontario K2P 1A1  
J. Thomas Windle (LSUC26595C)**

**Tel: 613-231-2734  
Fax: 613-231-7267**

This is Exhibit "D" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

27<sup>th</sup> January, 2017

**CHRISTOPHER S. BAXTER**  
**74 Beaver Ridge Road**  
**Ottawa, Ontario**  
**K2E 6E4**

**Tel: (613) 224-2357 (Residence)**  
**(613) 253-0955 Ext 222 (Business)**  
**Fax (613) 253-3492**

Mrs. Rachel Baxter  
599 Main Street, Suite 201  
Moncton, New Brunswick  
E1C 1C8

Tel: 506-854-4445  
Fax: 506-388-1828

Mr. Gary N. Connolly  
Crowe BGK  
340 March Road, Suite 400  
Ottawa, Ontario  
K2K-2E4

Tel: 613-383-1224  
Fax: 613-836-8338

**RE: STUART DILLON BAXTER**

Dear Rachel & Gary

Enclosed is a partial list of Stuart's assets and liabilities. This is a first rough draft and only and only partial. Aleta will be in next week to help me assemble more.

Yours Sincerely,



Christopher S. Baxter





## Stuart Baxter Indebtedness

as of March 16, 2017

A. Wintergreen Landscaping	406.80
BMO Mastercard 306	23,107.08
Bruyere	69,958.51
Capital One Mastercard	3,439.94
City of Ottawa - Water & Sewer	97.18
Crowe BGK LLP	3,533.23
Dave Lowe Hearing & Cooling	1,794.28
Gary Armstrong	196.35
Hydro Ottawa	1,118.97
MBNA Mastercard 0529	13,843.21
MBNA Mastercard 2539	8,108.84
NOCO Fuels	1,705.41
RBC Visa 4631	6,772.96
RBC Line of Credit	12,994.52
Reliance	801.54
Rogers Cable	568.65
ScotiaLine of Credit - Rhoda & Stuart	7,535.06
ScotiaLine of Credit - 692688	238,180.38
ScotiaLine Visa 339 030	21,367.27
TD Visa 2846 1612	26,925.27
W. O. Stinson	663.28

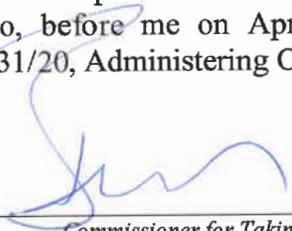


## Stuart Baxter Indebtedness

as of March 16, 2017

Total	443,118.73

This is Exhibit "E" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



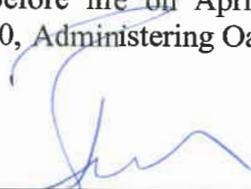
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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**



This is Exhibit "F" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

KAREN PERRON  
T 613.369.4795  
kperron@blg.com

GENEVIEVE FAUTEUX  
T 613.787.3732  
gfauteux@blg.com

Borden Ladner Gervais LLP  
World Exchange Plaza  
100 Queen St, Suite 1300  
Ottawa, ON, Canada K1P 1J9  
T 613.237.5160  
F 613.230.8842  
blg.com



Our File No. 309453/000124

January 6, 2020

**Delivered By Facsimile and Email**

**Rachel R.D. Baxter as Estate Trustee for the Estate of Stuart D. Baxter**

599 Main Street, Suite 201  
Moncton, NB  
E1C 1C8  
E : Baxterlaw-angel@outlook.com  
F : 506.388.1828

Dear Ms. Baxter,

**Re: Indebtedness to Bruyère Continuing Care**

We are the lawyers for Bruyère Continuing Care Inc. ("Bruyère").

We are writing to you in your capacity as Estate Trustee of the Estate of Stuart D. Baxter (the "Estate") in respect of the indebtedness owing by the Estate as a result of the care and accommodations provided to Mr. Baxter by Bruyère prior to his passing. As of the date of this letter, the indebtedness owing to Bruyère as a result of these services is \$69,958.51 (the "Indebtedness").

As acknowledged by you in your previous communications with Bruyère, including a recent phone call with Mary Chan of Bruyère on December 11, 2019, the Indebtedness is memorialized in a loan agreement dated January 21, 2015 between Mr. Baxter and Bruyère and a promissory note dated January 21, 2015 (collectively the "Agreement"). As security for the Indebtedness, a charge in favour of Bruyère was registered on title to the property municipally known as 74 Beaver Ridge Rd, Nepean (the "Property") on January 22, 2015 (bearing instrument no. OC1654435) (the "Charge"). Both the Agreement and the Charge provide that the Indebtedness is to be paid on the earlier of: (i) January 22, 2018 (being three years from the date of registration of the Charge), and (ii) the date on which the Property is sold.

On April 13, 2018 a Transmission by Personal Representative – Land was registered on title to the Property which transferred title to you in your capacity as Trustee of the Estate permitting you to deal with the Property. Pursuant to the terms thereof, all the obligations and covenants of Mr. Baxter as contained in the Agreement and the Charge continue to be binding on the Estate. Moreover, the Agreement confirms that the provisions thereof are binding upon all Mr. Baxter's

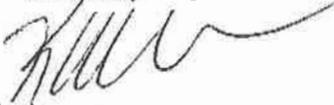
successors, assigns, heirs, executors and administrators. Copies of the Agreement and the Charge are enclosed for ease of reference.

You have advised that the Indebtedness will be paid from the proceeds of sale of the Property and that you expect your brother, who has been living in and maintaining the Property, will soon make an offer to purchase the Property. We further understand that if your brother does not offer to purchase the Property, you will be listing it for sale. Given that this upcoming transaction will not occur prior to January 22, 2020, please find enclosed, for your review and execution, an amending agreement to extend the maturity date of the Agreement and the Charge to the earliest of January 22, 2021 or the sale of the Property (the "**Amending Agreement**"). We have also included for your execution: a) an acknowledgment and direction with an In Preparation Notice appending the Amending Agreement which is to be registered on title to the Property; and b) a waiver of independent legal advice, should you decide not to seek independent legal advice. Finally, please be advised that we have assumed that you have the requisite authority, in your capacity as Trustee of the Estate, to enter into any agreements with respect to the Property, including the Amending Agreement.

Please provide us with pdf copies of the executed documents as soon as possible, and no later than **January 15, 2020**, failing which our client will have no alternative but to commence a claim to recover the Indebtedness, which we trust will not be necessary.

Please reach out to the undersigned if you have any questions. We look forward to hearing from you.

Yours very truly



*for* Karen Perron

KP/gf

Encls.

OTT01: 10242123: v4

This is Exhibit "G" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

# CAINA - LONGBRANCH DEFENCE SYSTEMS (CANADA) LIMITED

12<sup>th</sup> March, 2021

Mr. Guy Chartrand  
President & CEO  
Elisabeth Bruyere  
St. Vincent Hospital  
43 Bruyere, 60 Cambridge Street North Ottawa, Ontario  
K1R 7A5

Telephone 613-562-6262  
Fax 613-562-4256

Dear Mr. Chartrand,

Thank you for your letter of 17<sup>th</sup> February, 2021.

I was trying to confirm the balance owing on the account and that the payment on my father's second mortgage have been made as he agreed with you before he passed away. It is now unclear that these payments have been made as agreed and I want to make sure everything is in order.

He agreed to pay you \$220.00 per month until the amount was cleared with you and when he passed away I had written you the enclosed cheque for \$660.00 which represents three months of good faith payments and to protect your statute of limitations however with the missing will or codicil things were confused and delayed.

Additionally as a sign of good faith I would like to make some small interim payments to you of \$500.00 per month which should be a short process while I finish the process of buying the family home and clearing the debt with St. Vincent.

Can I also purchase the debt from St. Vincent and maintain that amount on the estate until the estate is settled. This is entirely up to you and you can discuss that with my attorney noted below who is assisting in my purchase of the family home from the estate.

...2/

Corporate Office:  
71 Industrial Avenue  
Carleton Place, Ontario  
Canada K7C 3V7

TELEPHONE (613) 253-0955  
FACSIMILE (613) 253-3492  
[www.caina-longbranch.com](http://www.caina-longbranch.com)  
NATO CAGE CODE: L6410

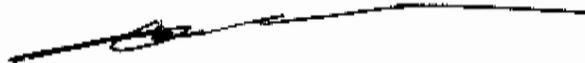
Mailing Address:  
19 Colonnade Road  
P. O. Box 5521  
Ottawa, Ontario  
Canada K2C 3M1

**Mr. Guy Chartrand  
President & CEO  
St. Vincent Hospital**

**12<sup>th</sup> February, 2021**

Page 2

**Yours sincerely,  
Caina - Longbranch Defence Systems (Canada) Limited**



**Christopher S. Baxter  
President & CEO**

**Miriam Vale Peters  
and Peter Zachar  
KMH Lawyers  
2323 Riverside Drive  
Suite B0001 Ottawa Ontario  
K1H 1A1**

**Tel: 613-733-3000  
Fax: 613-523-2924**

**Ms Julie Thacker, CPA, CGA, CFP  
Baker Tilly  
52 Lansdowne Avenue  
Carlton Place, Ontario  
K7C 2T9**

**Tel: 613-253-0014 Ext 5840  
Fax: 613-253-0129**



www.bruyere.org

Hôpital Élisabeth-Bruyère Hospital  
43, rue Bruyère St.  
Ottawa ON K1N 5C8  
Tél./Tel.: 613-562-6262  
Télec./Fax: 613-562-6367

Hôpital Saint-Vincent Hospital  
60, rue Cambridge St. N.  
Ottawa ON K1R 7A5  
Tél./Tel.: 613-562-6262  
Télec./Fax: 613-782-2785

Résidence Élisabeth-Bruyère Residence  
75, rue Bruyère St.  
Ottawa ON K1N 5C8  
Tél./Tel.: 613-562-6262  
Télec./Fax: 613-562-6016

Résidence Saint-Louis Residence  
879, ch. Hiawatha Park Rd.  
Ottawa ON K1G 2Z8  
Tél./Tel.: 613-562-6262  
Télec./Fax: 613-683-5001

Village Bruyère Village  
879, ch. Hiawatha Park Rd.  
Ottawa ON K1G 2Z8  
Tél./Tel.: 613-562-6262  
Télec./Fax: 613-683-5001

Centre de médecine familiale Bruyère  
Bruyère Family Medicine Centre  
75, rue Bruyère St.  
Ottawa ON K1N 5C8  
Tél./Tel.: 613-241-3344  
Télec./Fax: 613-241-1971

Centre de médecine familiale Primrose  
Primrose Family Medicine Centre  
35, av. Primrose Ave. E.  
Ottawa ON K1R 0A1  
Tél./Tel.: 613-230-7788  
Télec./Fax: 613-241-2755

Institut de recherche Bruyère  
Bruyère Research Institute  
43, rue Bruyère St.  
Ottawa ON K1N 5C8  
Tél./Tel.: 613-562-6262, poste/ext. 3759  
Télec./Fax: 613-569-6734

Fondation Bruyère Foundation  
43, rue Bruyère St.  
Ottawa ON K1N 5C8  
Tél./Tel.: 613-562-6319  
Télec./Fax: 613-562-6023

February 17<sup>th</sup>, 2021

Christopher S. P. Baxter  
Caina – Longbranch Defence Systems Canada Ltd.  
71 Industrial Avenue  
Carleton Place, ON  
K7C 3V7

**Re: Indebtedness owing to Bruyere Continuing Care Inc. by the Estate of Stuart D. Baxter**

Dear Mr. Baxter,

We are in receipt of your correspondence since December 30, 2020.

As Mrs. Rachel Baxter is the Estate Trustee for the Estate of Stuart D. Baxter, we ask that you direct any future correspondence in relation to the matters outlined in your letters to her.

Best regards,

Guy Chartrand  
President and CEO  
Bruyere Continuing Care

Affilié à / Affiliated with



uOttawa

Rendre chaque vie meilleure ENSEMBLE.  
TOGETHER. Making each life better.

## **Will or Codicil Search Rhoda MP Baxter and Stuart D Baxter**

*Posted By Administration, October 6, 2020*

Will or Codicil Search Rhoda MP Baxter & Stuart D Baxter

We are looking for the last Wills or Codicils for Rhoda Miner Pendelton Baxter and or Stuart Dillon Baxter, both of Ottawa where they lived and died. Rhoda was born 13th August 1928, Calis Maine and died 30th November 2012. Stuart was born 16th November 1925 St John NB and died 8th January 2017. This is a real detective story

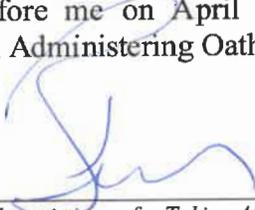
The first identical wills were drawn up 4th March 1982 by John Haydon of Bement Green, York.

When of one of the two beneficiaries moved out of the province in the late 80s or early 90s, the executor was changed to the other beneficiary by Stuart and Rhoda. Equal division of assets in both the first will or codicil in both the first will and second will or codicil as we all understood. When Rhoda died in 2012 Stuart advised that the second will or codicil was drawn up by Attorney Drew Shouldice of Forbes, Singer, Shouldice Stuart had a very sharp mind and good memory. Drew died of cancer in 1999 and so far some his wills or codicils are missing or misplaced. This notice was to be published in February 2017 as suggested by one attorney and then by another attorney in January 2020 however not done for whatever reason. At this point we just need to fix this and that is all for what is a small estate. This is an URGENT family matter to resolve this in the interests of both the Estate and the two beneficiaries and we would be grateful for any assistance, ideas or advice.

You should contact Christopher Baxter at 613-253-0955 Ext 222, Fax 613 253-3492 or [whitetail338@hotmail.com](mailto:whitetail338@hotmail.com). Thank you very much for any assistance, ideas or advice.

**Tags:** Wills & Estates

This is Exhibit "H" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

Rachel R.D. Baxter, [REDACTED]

113 Valley Ranch Rd  
 11818 town, NB E1H2K2

July 7, 2020

To Christopher Baxter  
 74 Beaver Ridge  
 Ottawa, ON K2E6E4

Dear Christopher:

Re: 1. Hydro Bell 74 Beaver Ridge

Re: 2. water meter repair 74 Beaver Ridge

I enclose ~~the~~ a copy of the Hydro (electric) 3-page bill dated 2020-06-18. It is due 2020-07-13. Let me know ~~if~~ if you pay it.

I also enclosed a copy of an old water meter repair NOTICE. They tell me that you can call them to make an appointment so they can repair it. (They will not make other changes, but they will repair the water meter for the benefit of the ~~house~~ house.) Will you please call them? Will you then let me know what is happening about the water meter repair?

Thank you,  
 Rachel



<b>Service For • Service pour</b> 74 BEAVER RIDGE	
<b>Account Number • Numéro de compte</b> 03412430002167595000	
<b>Meter Number • Numéro de compteur</b> OTT963682	
Meter Reading (current) Relevé de compteur (actuel)	30604.90
Meter Reading (previous) Relevé de compteur (précédent)	29768.00
kWh Consumption Consommation en kWh	836.90

Account History / Relevé de compte							
Reading Date Date du relevé	kWh kWh	# Days # jours	Average/Moyenne				
			On-Peak Période de pointe	Off-Peak Période creuse	Mid Peak Période médiane	kWh/Day kWh/jour	
2020-06-04	836.90	31	5.19	16.16	5.65	27.00	
2020-05-04	746.53	30	3.49	17.49	3.90	24.88	
2020-04-04	886.26	31	5.60	17.07	5.92	28.59	
2020-03-04	922.48	30	6.32	19.51	4.92	30.75	
2020-02-03	925.58	31	5.28	18.97	5.61	29.86	
2020-01-03	926.92	30	5.99	20.92	3.99	30.90	
2019-12-04	2069.12	28	13.59	47.85	12.46	73.90	
2019-11-06	953.64	33	5.11	18.14	5.66	28.90	
2019-10-04	795.40	30	4.79	16.56	5.16	26.51	
2019-09-04	895.15	29	5.72	19.13	6.02	30.87	
2019-08-06	1346.67	32	8.11	27.49	6.49	42.08	
2019-07-05	1070.08	30	6.42	21.96	7.29	35.67	
2019-06-05	852.96	29	5.45	17.63	6.34	29.41	

Bill Date Date de la facture	2020-06-18	Due Date Date d'échéance	2020-07-13	Amount Due Montant dû	<b>\$474.90</b>
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**For your information • Autres renseignements**

La facture en ligne est pratique, facile à utiliser et entièrement sécurisée. En prime, elle est écologique! Inscrivez-vous dès aujourd'hui sur [hydroottawa.com/factureenligne](http://hydroottawa.com/factureenligne).

Additional information on reverse. Please retain this portion. • Information supplémentaire au verso. Prière de conserver cette partie. E & DE



PO Box / C. P. 8700  
Ottawa, ON  
K1G 3S4

Tel. / Tél. : 613-738-6400  
Fax. / Téléc. : 613-738-6403  
hydroottawa.com



<b>Service For • Service pour</b> 74 BEAVER RIDGE	
<b>Account Number • Numéro de compte</b> 03412430002167595000	
Due Date Date d'échéance	2020-07-13
Amount Due Montant dû	<b>\$474.90</b>

Late payments will be charged 1.50% interest per month.  
Les paiements en retard portent d'intérêt au taux mensuel de 1,50 %.

ESTATE OF STUART D BAXTER  
C/O RACHEL BAXTER  
599 MAIN STREET, SUITE 201  
MONCTON ON E1C 1C8

00341243000000047490202007136

Hydro Ottawa aims customers for its services as well as for the services of other organizations operating in Ontario's electricity market. A schedule of rates and charges is available upon request.

## ELECTRICITY TERMS THAT APPEAR ON YOUR BILL

**Electricity** – This is the cost of the electricity supplied to you during this billing period and is the part of the bill that is subject to competition.

**Delivery** – These are the costs of delivering electricity from generating stations across the Province to Hydro Ottawa then to your home or business. This includes the costs to build and maintain the transmission and distribution lines, towers and poles and operate provincial and local electricity systems.

A portion of these charges are fixed and do not change from month to month. The rest are variable and increase or decrease depending on the amount of electricity that you use.

The delivery charge also includes costs relating to electricity lost through distributing electricity to your home or business.\* Hydro Ottawa collects this money and pays this amount directly to our suppliers.

When electricity is delivered over a power line, it is normal for a small amount of power to be consumed or lost as heat. Equipment, such as wires and transformers, consumes power before it gets to your home or business.

**Regulatory Charges** – Regulatory charges are the costs of administering the wholesale electricity system and maintaining the reliability of the provincial grid.

**Global Adjustment** – Electricity generators in Ontario receive a combination of payments from the operation of the wholesale market, payments set by regulation and payments under contracts. Your portion of the net adjustments arising from these and other authorized payments is included on your bill as the Global Adjustment.

NOTE: For a detailed explanation of electricity terms, visit [hydroottawa.com/bill](http://hydroottawa.com/bill) or [ontarioenergyboard.ca](http://ontarioenergyboard.ca). For an explanation of other items that appear on your bill, visit [hydroottawa.com/charges](http://hydroottawa.com/charges).

**Moving?** Please give us advance notice – a minimum of ten (10) business days before you move – that you'd like to open, close or update your account. This will ensure that your account information is accurate, that the electricity is on when you move into your new home, or that your account is closed when you move out. Customers are responsible for all charges until their account is closed. Call us at 313-738-6400 or complete the online form at [hydroottawa.com/moving](http://hydroottawa.com/moving).

A **Security Deposit** may also be applied to an account as a condition of service.

**Planning outdoor work?** Underground networks of services including power lines might be buried on your property. Accidentally hitting one can cause injury, property damage and power outages. For your safety and the safety of others, **Call or Click Before You Dig** to mark the location of underground cables before starting construction, landscaping or any other project. Contact Ontario One Call at 1-800-400-2255 or online at [OntarioOneCall.ca](http://OntarioOneCall.ca) (24 hours a day, 7 days a week).

**Supply of Power** – A continuous or unvaried supply of power is not guaranteed. Customers are advised to provide under and/or over voltage protection devices to protect their equipment.

**Access to Equipment** – Hydro Ottawa equipment located on a customer's premises is in the care and at the risk of the customer. Hydro Ottawa requires access to its equipment for reasons that include inspection, maintenance, repair, alteration, replacement, disconnection, calibration and meter reading, as outlined in section 40 of the *Electricity Act, 1998*.

Your electrical service is subject to the terms and conditions set out in Hydro Ottawa's Conditions of Service, which can be found at [hydroottawa.com/cos](http://hydroottawa.com/cos).

**100% PAPERLESS!** Register for online billing at [hydroottawa.com/account](http://hydroottawa.com/account) or by telephone. It's convenient, secure and reduces paper waste.

### Payment Methods

- Take advantage of the convenience of **automated payments**. Sign up at [hydroottawa.com/account](http://hydroottawa.com/account) or by telephone.
- Use your **credit card** to pay online or by telephone. A service fee applies.
- Make a payment through your bank using **telephone or online banking**. Be sure to include reference to your account number.
- Pay your bill **in person** at most financial institutions.
- Mail** your cheque or money order to Hydro Ottawa Limited, PO Box 8700, Ottawa ON, K1G 3S4. Remember to include the remittance stub in the envelope and write your **20-digit account number** on the front of your cheque.

To avoid interest charges, please ensure you allow sufficient time for the payment to reach us and be processed in advance of the **due date** on your bill. The time required varies with the method of payment chosen.

An unpaid balance after the due date is subject to a **late payment charge** of 1.50% per month, compounded monthly (19.56% per annum).

### Customer Service Inquiries

**Telephone:** 613-738-6400 Monday to Friday: 8:00 a.m. to 8:00 p.m.  
Saturday: 9:00 a.m. to 3:00 p.m.  
(excluding statutory holidays)

**Fax:** 613-738-6403

**Online:** [hydroottawa.com/contact](http://hydroottawa.com/contact)

**Mail:** Hydro Ottawa Limited, PO Box 8700, Ottawa ON, K1G 3S4

### Power Outage Information

**Telephone:** 613-738-0188 (24 hours a day, seven days a week)

**Online:** [hydroottawa.com/outages](http://hydroottawa.com/outages)

Hydro Ottawa facture ses clients pour les services d'électricité qu'elle leur fournit ainsi que pour les services d'électricité offerts par d'autres sociétés actives sur le marché de l'électricité de l'Ontario. La liste des tarifs et des frais d'Hydro Ottawa est disponible sur demande. **74**

## TERMES RELATIFS À L'ÉLECTRICITÉ QUI FIGURENT SUR VOTRE FACTURE

**Frais d'électricité** – Il s'agit du coût de l'électricité qui vous est fournie pendant la présente période de facturation et de la partie de la facture qui fait l'objet de concurrence.

**Frais de livraison** – Il s'agit des coûts de l'acheminement de l'électricité des centrales électriques réparties à travers la province à Hydro Ottawa, puis jusqu'à votre domicile ou entreprise. Ces coûts comprennent les coûts de construction et d'entretien des lignes de transport d'énergie, des tours et des poteaux ainsi que les coûts d'exploitation des réseaux électriques provinciaux et locaux.

Une partie de ces frais est fixe et ne change pas d'un mois à l'autre. Le reste est variable et augmente ou diminue selon votre consommation d'électricité.

Les frais de livraison comprennent également le coût de l'énergie perdue lorsque l'électricité est distribuée à votre domicile ou entreprise\*. Hydro Ottawa perçoit ces frais et les remet directement à ses fournisseurs.

\*Lorsque l'électricité est distribuée au moyen d'une ligne de transport d'énergie, il est normal qu'une petite quantité d'énergie soit consommée ou perdue sous forme de chaleur. Le matériel, par exemple les fils et les transformateurs, consomme l'énergie avant qu'elle n'arrive à votre domicile ou entreprise.

**Frais réglementés** – Les frais réglementés couvrent le coût de l'administration du système d'électricité de gros et de la maintenance de la fiabilité du réseau électrique provincial.

**Rajustement global** – Les prix de l'électricité produite par les producteurs de l'Ontario sont établis sur le marché de gros, par règlement et par contrat. Le montant correspondant au rajustement net de ces prix et d'autres prix autorisés qui vous est facturé figure à la ligne Rajustement global de votre facture.

NOTE : Pour obtenir une explication détaillée des termes relatifs à l'électricité, visitez le site [hydroottawa.com/facture](http://hydroottawa.com/facture) ou le site [ontarioenergyboard.ca/fr](http://ontarioenergyboard.ca/fr). Pour obtenir une explication des autres rubriques qui figurent sur votre facture, visitez le site [hydroottawa.com/frais](http://hydroottawa.com/frais).

**Vous déménagez?** Veuillez nous aviser au moins dix (10) jours ouvrables avant votre déménagement si vous désirez ouvrir un compte, mettre votre compte à jour ou fermer votre compte. Ceci permet d'assurer que les renseignements relatifs à votre compte sont exacts, qu'un service d'électricité sera fourni à votre nouveau domicile, ou encore que votre compte sera fermé lorsque vous quitterez votre ancien domicile.

Les clients doivent acquitter les frais relatifs à leur compte jusqu'à la fermeture de celui-ci. Pour nous aviser d'un déménagement, appelez-nous au 613 738-6400 ou remplissez notre formulaire en ligne au [hydroottawa.com/demenagement](http://hydroottawa.com/demenagement).

Un **dépôt de garantie** pourrait s'appliquer à un compte, conformément à nos conditions de service.

**Vous avez des projets de travaux extérieurs?** Des installations souterraines, y compris des lignes électriques, pourraient se trouver sur votre propriété. Si vous heurtez une de ces installations accidentelle ment, vous pourriez vous blesser, causer des dommages à votre propriété ou provoquer une panne de courant. Pour votre sécurité et celle des autres, **appelez ou cliquez avant de creuser** pour connaître l'emplacement des câbles souterrains avant de commencer tous travaux de construction ou d'aménagement paysager ou tout autre projet. Vous pouvez joindre Ontario One Call au 1 800 400-2255 ou [OntarioOneCall.ca/fr](http://OntarioOneCall.ca/fr) (24 heures sur 24, 7 jours sur 7).

**Alimentation en électricité** – Hydro Ottawa ne garantit pas une alimentation en électricité continue et à l'abri de toutes variations de tension et de fréquence. Les clients devraient donc protéger leur équipement en y installant des appareils de protection contre les baisses et les hausses de tension.

**Accès à l'équipement** – Les clients sont responsables du matériel d'Hydro Ottawa qui se trouve sur leur propriété. Comme le stipule l'article 40 de la Loi de 1998 sur l'électricité, Hydro Ottawa doit avoir accès à ses équipements, notamment pour pouvoir procéder à des inspections, à des travaux d'entretien ou à la réparation, au remplacement, au débranchement ou au calibrage d'équipement ainsi que pour effectuer la relève de compteurs.

**Votre service d'électricité est soumis aux conditions présentées dans le document Conditions de service d'Hydro Ottawa, que vous trouverez au [hydroottawa.com/cds](http://hydroottawa.com/cds).**

**DITES ADIEU AU PAPIER! Inscrivez-vous à la facture en ligne au [hydroottawa.com/compte](http://hydroottawa.com/compte) ou par téléphone.** La facturation en ligne est pratique et sécuritaire, et aide à réduire le gaspillage de papier.

### Modalités de paiement

- Profitez des avantages et de la commodité des **paiements préautorisés**. Pour vous inscrire au régime de prélèvements automatiques d'Hydro Ottawa, inscrivez-vous au [hydroottawa.com/compte](http://hydroottawa.com/compte) ou par téléphone.
- Utilisez votre **carte de crédit** pour payer votre facture en ligne ou par téléphone. Des frais de service s'appliquent.
- Faites un paiement par l'intermédiaire de votre institution financière par **téléphone ou au moyen de services bancaires en ligne**. N'oubliez pas d'inscrire votre numéro de compte.
- Payez votre facture en **personne** dans la plupart des institutions financières.
- Postez** votre chèque ou votre mandat-poste à Hydro Ottawa limitée, C. P. 8700, Ottawa, Ontario K1G 3S4. N'oubliez pas d'insérer le bordereau de paiement dans l'enveloppe et inscrivez votre **numéro de compte de 20 chiffres au recto** de votre chèque.

Afin d'éviter tous frais d'intérêts, assurez-vous de nous accorder suffisamment de temps pour recevoir votre paiement et le traiter avant la **date d'échéance** figurant sur votre facture. Le temps requis peut varier selon le mode de paiement choisi.

Tout solde impayé après la date d'échéance fait l'objet de frais pour **paiement en retard** au taux mensuel composé de 1,50 % (19,56 % par année).

### Renseignements généraux

**Téléphone :** 613 738-6400 Lundi au vendredi : 8 h à 20 h  
Samedi : 9 h à 15 h  
(sauf les jours fériés)

**Télécopieur :** 613 738-6403

**En ligne :** [hydroottawa.com/nousjoindre](http://hydroottawa.com/nousjoindre)

**Adresse postale :** Hydro Ottawa limitée, C. P. 8700, Ottawa, Ontario, K1G 3S4

### Renseignements sur les pannes d'électricité

**Téléphone :** 613 738-0188 (24 heures sur 24, 7 jours sur 7)

**En ligne :** [hydroottawa.com/pannes](http://hydroottawa.com/pannes)

2017/11/08

WLBnb

Water & Sewer Account Number /  
 Service d'eau et d'égout / N° au compte  
**01612292 - 10**

STUART D BAXTER

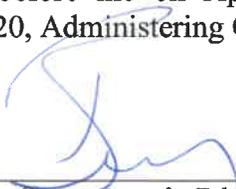
Service Address / Adresse du bien-fonds:  
**74 Beaver Ridge, Ottawa**

**74 BEAVER RIDGE  
 OTTAWA ON K2E 6E4**

<u>Water Meter Repair Notice</u>	<u>Compteur d'eau à réparer</u>
<p>Your address was recently retrofitted with a radio frequency transmitter that automatically sends reads from your water meter. Due to a problem with your meter/endpoint no actual reads are being recorded.</p> <p>As a result your water bills have been based on estimated consumption. To ensure the accuracy of your account, it is essential with your cooperation to arrange repair by calling the Environmental Services Department at 613-580-2424 extension 22300 to make an appointment.</p> <p>Please quote the following service request number:  <b>963592</b></p> <p>Prior to repair you can provide us with a read to ensure the accuracy of your estimated bill. You may call Customer Accounts at 613-580-2444.</p> <p>Thank you for your co-operation.</p>	<p>Votre propriété a récemment été dotée d'un émetteur de radio fréquences qui envoie automatiquement les données enregistrées par votre compteur d'eau. En raison d'un problème avec votre compteur/module externe, aucune donnée réelle n'est relevée.</p> <p>Vos factures sont donc basées sur une consommation estimative. Afin d'assurer l'exactitude de votre compte, il est essentiel que nous puissions compter sur votre collaboration pour la réparation de votre compteur et nous vous demandons d'appeler les Services environnementaux, au 613-580-2424, poste 22300, afin de fixer un rendez-vous.</p> <p>Veillez indiquer le numéro de demande de service suivant : <b>963592</b></p> <p>Avant que la réparation n'ait lieu, vous pouvez nous transmettre une lecture pour assurer l'exactitude de votre facture. Vous pouvez appeler les Comptes clients au 613-580-2444.</p> <p>Merci de votre collaboration.</p>

Water Billing / Facturation des services d'eau

This is Exhibit "I" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

March 24, 2021

**Miriam Vale Peters**  
(613) 733-3209  
[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

**BY FACSIMILE (1-800-422-1939)**

Bank of Nova Scotia  
P.O. Box 403  
Toronto, ON  
M3C 2T2

Attention: Robert Anderson

Dear Mr. Anderson:

**Re: Christopher Baxter**

Attached please find a signed direction from Christopher Baxter.

We require a copy of all his banking records from January 2017 to present.

Thank you for your assistance in this matter.

Yours very truly,

**KMH Lawyers**

per:



Miriam Vale Peters  
MVP/bjd  
Encl.  
cc: client

**DIRECTION**

**TO:** Mr. Robert Anderson  
Vice President Canada Collections  
Bank of Nova Scotia  
P.O. Box 403  
Toronto, Ontario  
M3C 2T2

**FROM:** Christopher Baxter

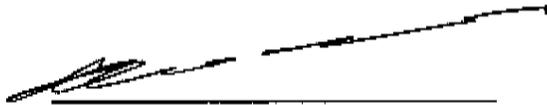
**RE:** Release of my banking history to KMH Lawyers

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I, Christopher Baxter hereby authorize Bank of Nova Scotia to provide to KMH Lawyers any and all of my bank records held at any Bank of Nova Scotia branch.

I also authorize Bank of Nova Scotia to provide to KMH Lawyers any further information they may require with respect to myself.

**DATED** at Ottawa, ON, this 22<sup>nd</sup> day of March, 2021.



**Christopher Baxter**

March 26, 2021

**Miriam Vale Peters**  
(613) 733-3209  
[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

**BY FACSIMILE (613-224-8903)**

Royal Bank of Canada  
1330 Baseline Road  
Ottawa, ON  
K2C 0A9

Attention: Anna Hunt

Dear Ms. Hunt:

**Re: Christopher Baxter**

Attached please find a signed direction from Christopher Baxter.

We require a copy of all his banking records from January 2017 to present.

Thank you for your assistance in this matter.

Yours very truly,

**KMH Lawyers**

per:



Miriam Vale Peters  
MVP/bjd  
Encl.  
cc: client

**DIRECTION**

**TO:** Ms. Anna Hunt  
Assistant Manager  
Royal Bank of Canada  
1330 Baseline Road  
Nepean, Ontario  
K2C 0A9  
Tel: 613-224-8700  
Fax: 613-224-8903

**FROM:** Christopher Baxter

**RE:** Release of my banking history to KMH Lawyers

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I, Christopher Baxter hereby authorize Royal Bank of Canada to provide to KMH Lawyers a full transaction history of the following account from January 2017 to the present:

Bank transit number: 00496  
Account number: 100-3060

**DATED** at Ottawa, ON, this 25<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
**Christopher Baxter**

March 26, 2021

**Miriam Vale Peters**  
(613) 733-3209  
[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

**BY FACSIMILE (613-257-8873)**

Royal Bank of Canada  
93 Bridge Street  
Carleton Place, ON  
K7C 2V4

Attention: Robert Bouchard

Dear Mr. Bouchard:

**Re: Christopher Baxter**

Attached please find a signed direction from Christopher Baxter.

We require a copy of all his banking records from January 2017 to present.

Thank you for your assistance in this matter.

Yours very truly,

**KMH Lawyers**

per:



Miriam Vale Peters  
MVP/bjd  
Encl.  
cc: client

**DIRECTION**

**TO:** Robert Bouchard  
Banking Advisor  
Royal Bank of Canada  
93 Bridge Street  
Carleton Place, Ontario  
K7C 2V4  
Tel: 613-257-3353  
Fax: 613-257-8873

**FROM:** Christopher Baxter

**RE:** Release of my banking history to KMH Lawyers

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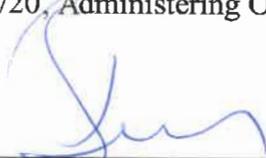
I, Christopher Baxter hereby authorize Royal Bank of Canada to provide to KMH Lawyers a full transaction history of the following account from January 2017 to the present:

Bank transit number: 00842  
Account number: 100-4548

**DATED** at Ottawa, ON, this 15<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
**Christopher Baxter**

This is Exhibit "J" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

# CAINA - LONGBRANCH DEFENCE SYSTEMS (CANADA) LIMITED

13<sup>th</sup> April, 2021

Mr. Robert Anderson,  
Vice President Canada Collections  
Bank of Nova Scotia  
P.O. Box 403  
Toronto, Ontario  
Canada  
M3C 2T2

Tel: 1-800-375-5872  
Fax: 1-800-422-1939

Account for the Estate of Stuart D .Baxter  
Reference # 4538-1566-92688.

Dear Mr. Anderson,

In addition to my \$1000.00 monthly payment I paid on 6<sup>th</sup> April to keep the LOC in good standing while we are finishing the mortgage details I also received a call from someone in your estate department last Thursday morning on 8<sup>th</sup> April who called for an update and I am giving you this letter as an update and an additional request.

Previous correspondence to you regarding the reconciliation and my payments since 2017 have not been returned so at considerable time and expense we have assembled these records which are as follows. On the primary Line of credit ending in 688 and also the secondary line of credit, not attached to the mortgage on the home but for which I have also made payments on as well. I intend to clear this with your help.

If you yourself can not respond with print outs of my payments made since 2017 can you at least confirm my amounts noted below on the primary line of credit and the secondary line of credit are correct? Are these payments correct or am I missing something?

I also paid off a smaller line of credit starting in 2017 in the name of my father for just over \$7,000.00 which is not in the tables enclosed but was paid in amounts of \$500.00 per month until it was cleared and then Bank of Nova Scotia closed it as fully paid.

In 2017 the Bank of Nova Scotia also wrote off a small Line of Credit, which I was not aware of it being written off until it actually happened. I understand this was written off because it was in the name of my mother Rhoda Baxter and a member of your Branch in Ottawa made a mistake by not transferring it from my mother's name to my fathers name when she passed away 30<sup>th</sup> November 2012. This is why I thought it was rather strange when you wrote a letter to my mother on 28<sup>th</sup> May, 2020 asking her to respond promptly and I replied to you myself on 30<sup>th</sup> June.

...2/

Corporate Office:  
71 Industrial Avenue  
Carleton Place, Ontario  
Canada K7C 3V7

TELEPHONE (613) 253-0955  
FACSIMILE (613) 253-3492  
www.caina-longbranch.com  
NATO CAGE CODE: L6410

Mailing Address:  
19 Colonnade Road  
P. O. Box 5521  
Ottawa, Ontario  
Canada K2C 3M1

**Mr. Robert Anderson**  
**Bank of Nova Scotia**

**13<sup>th</sup> April 2021**  
**Page 2**

Additionally, in my previous correspondence I provided you with copies of two Royal Bank draft money orders drawn from our companies account and paid to you in August of 2017, however only one showed up in the amount of XX dollars. Can you confirm you have received both payments or you are missing one or you have both?

If I am not able to receive this information from you the auditors will come in to the bank this month and reconcile what has been paid and not been paid. This would take a lot of time and trouble and would not be good this month as I am trying to conclude an estate matter that is somewhat messy and I am sure you are busy yourself.

Can you provide this information to my attorneys noted below if you can not provide it directly yourself?

Additionally, can I also purchase the debt from Bank of Nova Scotia and maintain that amount on the estate until the estate is settled? This is entirely up to you and you can discuss that with my attorney noted below who is assisting in my purchase of the family home from the estate. This idea was also suggested by Mr. Edward Burlew, one of my attorneys noted below. If you cannot respond to me, can you respond to Mr. Burlew? If you are not able to respond at all please advise in writing why this is not possible.

I am eager to settle this matter and pay the Bank of Nova Scotia out, however to do this I am going to need your help or if you can escalate this to the chairmans office if necessary. This has been a long and difficult process for all of us and I would like to make it as simple as possible. My father's second New Will or Codicil went missing and I have actually been the executor on his will for the past 30 years which is only a carbon copy or reflection of the two POAs which we all understand are no longer valid and were made up on 26<sup>th</sup> September 2012 after my mother suffered cardiac arrest in the Ottawa Civic and then passed away from a plaque clot in the heart on 30<sup>th</sup> November 2012.

Enclosed is also a copy of the Will or codicil search that should have been done earlier however was not and has caused endless problems in settling the estate which I really need to conclude so that I can get on with my life and you can be paid out. To this end, due to the large LOC you hold on my father's estate, is it possible that the new missing will or codicil from the late 1980's or early 90's would have been lodged with you or a copy to go with the six figure LOC which is not insignificant. Can you confirm that you do or do not have any documents to this effect with the bank of Nova Scotia either in Ottawa, Toronto or Stratford where your mortgages are held or approved? I had been making payments since 2017 to you in good faith because I have not only been the executor for the last 30 years after my sister moved to New Brunswick, but I also fully intend to buy the home and not being provided this information is causing us all unnecessary problems and delays.

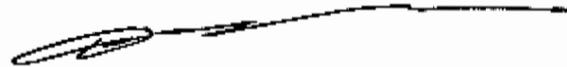
...3/

**Mr. Robert Anderson**  
**Bank of Nova Scotia**

**13<sup>th</sup> April 2021**  
**Page 3**

How can you work within your system to help me, and in effect help us both?

**Yours sincerely,**  
**Caina - Longbranch Defence Systems (Canada) Limited**



**Christopher S. Baxter**  
President & Chief Executive Officer

**NB** Please note that all of the payments noted below have been paid by myself/ my company in preparation for buying the family home from the estate and clearing the debt with the Bank of Nova Scotia. Only a few payments noted below were made by my sister/ the estate and only a small number last year which almost duplicated my own. On the main line of credit I have paid almost \$50,000.00 since 2017 and paid off the small Line of Credit noted above. Please note that I was able to complete this table by calling your banking center and one of your colleagues was kind enough to go through the numbers with me on both the primary LOC and the small LOC on the 6<sup>th</sup> April, after I made this months payment.

I am a little confused about the payment you have showing on 2<sup>nd</sup> September 2017 as I have two bank drafts enclosed that was made payable to the Bank of Nova Scotia, one of them for \$12,000.00 is dated 9<sup>th</sup> August 2017 and the other for \$11,400 bank draft is dated 28<sup>th</sup> August 2017 yet you only show one payment and it is for the amount noted below of \$10,750.00. Do you have two payments or one, and which amount do you have showing up? This is something that might trigger an investigation by the auditors.

Encls.

- Bank if Nova Scotia Payment 6<sup>th</sup> April 2021
- Two POAs for Stuart Baxter dated 26<sup>th</sup> September 2012
- Missing Will or codicil search with the Carleton County Law Association
- Two Royal Bank, bank drafts made in August 2017 that do not add up with your figures noted below. Which one is correct or are they both correct?

2017	Date	Amount Paid
September	2nd	\$10,750.00
October	2nd	\$797.59
November	8th	\$1,000.00
December	5th	\$1,000.00
Total Paid by Christopher:		\$12,547.59
Total Paid by Rachel:		\$00.00

2018	Date	Amount paid
Jan	10th	\$745.00
Feb	3rd	\$1,000.00
March	8th	\$1,000.00
April	4th	\$1,000.00
May	2nd	\$1,000.00
June	5th	\$1,000.00
July	4th	\$1,000.00
August	4th	\$1,000.00
September	8th	\$1,000.00
October	6th	\$1,000.00
November	3rd	\$1,000.00
December	8th	\$1,000.00
total paid by Christopher		\$11,745.00
total paid by Rachel		\$00.00

2019	Date	Amount Paid
January	5th	\$1,000.00
February	7th	\$1,000.00
March	N/A	\$1,000.00
April	12 <sup>th</sup>	\$800.00
	10 <sup>th</sup>	\$200.00

May	15th	\$1,000.00
June	12th	\$1,000.00
July	2nd	\$1,000.00
August	17th	\$1,000.00
September	6th	\$1,000.00
October	N/A	no payment
November	28th	\$929.12 (Rachel's payment that was paid back)
December	4th 4th	\$1070.88 (to make up for October) \$1,000.00
Total paid by Christopher:		\$12,000.00
Total paid by Rachel:		\$00.00

2020	date	Amount paid
January	2nd	\$1,000.00
February	15th	\$1,000.00
March	2nd	\$1,000.00
April	n/a	no payment
May	6th	\$1,000.00
June	n/a	no payment
July	n/a	no payment
August	n/a	no payment
September	2 <sup>nd</sup> (or 21 <sup>st</sup> ) 26 <sup>th</sup> 26 <sup>th</sup> 19 <sup>th</sup>	\$650.00 (Rachel) \$1,000.00 \$1,000.00 \$2,500.00 (Rachel)
October	8th	\$700.00 (Rachel)
November	9th	\$650.00 (Rachel)
December	2 <sup>nd</sup> 4th	\$700.00 (Rachel) \$1,000.00

Total paid by Christopher		\$7,000.00
total paid by Rachel		\$5,200.00

2021	Date	Amount Paid
January	15th	\$1,000.00
	15th	\$1,600.00
February	4th	\$1,000.00
March	8th	\$1,000.00
April	6th	\$1,000.00
Total paid by Christopher		\$5,600.00
Total paid by Rachel		\$00.00
Grand total of payments made by Christopher:		\$48,892.59
Grand total of payments made by Rachel:		\$5,200.00

#### Medium Line of Credit

2019	date	amount paid
June	12th	\$500.00
July	5th	\$500.00
August	7th	\$500.00
September	6th	\$500.00
October	n/a	no payment
November	n/a	no payment
December	4th	\$500.00
		\$500.00
		\$500.00
Total paid		\$3,500.00

2020	date	amount paid
January	20th	\$500.00

February	3rd	\$500.00
March	2nd	\$500.00
total paid		\$1,500.00
Grand total of payments made by Chrispther:		\$5,000.00

CUSTOMER RECEIPT PAGE 01/01

APR 06 2021	ID XG99J
CARLETON PLACE ONTARIO	TR50146
4536XXXXXX446004 OFFICER ID: 138	PIN *Y*
Cash Given	\$1,100.00
Deposit 50146 06008 22	\$1,100.00
TSF to SCOTIALINE fr BB 50146 06008 22	\$1,000.00
TSF from BB to SCOTIALINE 4538 156 692 688	\$1,000.00
Account Balance: 50146 06008 22	\$445.75

\*\*\*\*\*

Thank You  
Have an excellent day

\*\*\*\*\*

Account set up to help make  
payments on the ~~estate~~ LOC  
when I was not paying directly  
out of the company account.

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given by

**STUART DILLON BAXTER**

of the City of Ottawa, in the Province of Ontario.

I APPOINT my son,

**CHRISTOPHER STUART PENDLETON BAXTER**

to be my attorney for property, and I authorize my attorney for property to do on my behalf anything that I can lawfully do by an attorney, and specifically, anything in respect of property that I could do if capable of managing property, except make a will, including without limiting the generality of the foregoing, I specifically authorize my attorney to act as my litigation guardian in respect of any legal proceeding in which I am a party or in which I have an interest, all of which being subject to the law and to any conditions or restrictions contained in this document.

If the above-appointed attorney is unable or unwilling to act, I substitute and APPOINT my daughter,

**RACHEL ROSE DILLON BAXTER**

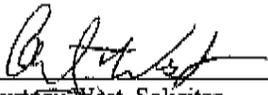
to be my attorney for property in place of the attorney originally appointed hereto with the same authority as given to the original attorney.

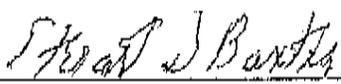
It is my intention and I so authorize my attorney(s) that as of the date of signing below, this authority may be exercised before as well as during any incapacity on my part to manage my property, pursuant to section 7 of the *Substitute Decisions Act, 1992*.

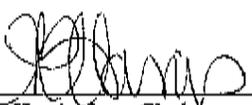
I authorize my attorney(s) to take physical possession of all of my property, including property held in a safety deposit box, property held in safekeeping by others on my behalf, and property held by others subject to some professional privilege, which privilege I waive for this purpose. For greater certainty, my attorney(s) shall be entitled to review my Will, in order to be able to manage my estate in a manner that is sensitive thereto, and so as to be able to act as my attorney(s) see(s) fit.

Any prior power of attorney for property or any power of attorney that affects my property previously given by me is hereby revoked.

SIGNED at Ottawa, this 26<sup>th</sup> day of September, 2012, in the presence of both witnesses, each present at the same time.

WITNESS:   
Courtney West, Solicitor  
200-222 Somerset Street West  
Ottawa, Ontario K2P 2G3

  
STUART DILLON BAXTER

WITNESS:   
Kelly Harris, Law Clerk  
200-222 Somerset Street West  
Ottawa, Ontario K2P 2G3

THIS POWER OF ATTORNEY FOR PERSONAL CARE is given by

**STUART DILLON BAXTER**

of the City of Ottawa, in the Province of Ontario.

I APPOINT my son,

**CHRISTOPHER STUART PENDLETON BAXTER**

to be my attorney for personal care, pursuant to the *Substitute Decisions Act, 1992*, and I authorize my attorney to make decisions concerning my personal care in accordance with the *Substitute Decisions Act, 1992* and any conditions and restrictions or specific instructions contained herein.

If the above-appointed attorney is unable or unwilling to act, I substitute and APPOINT my daughter,

**RACHEL ROSE DILLON BAXTER**

to be my attorney for personal care, in accordance with the *Substitute Decisions Act, 1992* in the place of the attorney originally appointed hereto, and I authorize such substitute attorney to make decisions concerning my personal care in accordance with the *Substitute Decisions Act, 1992* and any conditions and restrictions or specific instructions contained herein as if originally appointed.

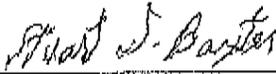
I authorize my attorney(s), on my behalf, to give or refuse to give consent to treatment to which the *Health Care Consent Act, 1996* applies. Without limiting the generality of the foregoing, and without imposing any legal obligation upon my attorney(s) to carry them out, I request my attorney(s) to consider the following directives:

1. If, prior to my death, I am receiving medical treatment at home, in a hospital or in a chronic care facility, it is my wish that my attorney(s) prohibit my doctors, nurses or any other medical personnel from using any unusual or artificial means, including respirators and gastro-intestinal tube feeding, to sustain my life during the terminal stage of any illness for which I may be receiving treatment.
2. It is my wish that my attorney(s) ensure that my doctors and other medical personnel administer such drugs as are necessary to ease and relieve pain which I may have during any prolonged illness but that no medical means of artificially prolonging my life be used or any life-supporting equipment be used to extend or prolong my life. I do not fear death as much as I fear the indignity of deterioration, dependence and hopeless pain. I ask that my attorney(s) ensure that drugs be mercifully administered to me for terminal suffering even if they unintentionally hasten the moment of my death. Development of a dependence on analgesics is not to be a consideration under these circumstances.
3. If there is no reasonable expectation of my recovery from physical and mental disability, I request that my attorney(s) ensure that I be allowed to die and not be kept alive by artificial means or heroic measures, and I hereby direct the members of my family to respect my wishes in this matter and not oppose my attorney(s) in carrying out these wishes of mine.

Any prior power of attorney for personal care or any prior power of attorney that affects my personal care previously given by me is hereby revoked.

SIGNED at Ottawa, this 26<sup>th</sup> day of September, 2012, in the presence of both witnesses, each present at the same time.

WITNESS:   
Courtney West, Solicitor  
200-222 Somerset Street West  
Ottawa, Ontario K2P 2G3

  
Stuart Dillon Baxter

WITNESS:   
Kelly Harris, Law Clerk  
200-222 Somerset Street West  
Ottawa, Ontario K2P 2G3

## **Will or Codicil Search Rhoda MP Baxter and Stuart D Baxter**

*Posted By Administration, October 6, 2020*

Will or Codicil Search Rhoda MP Baxter & Stuart D Baxter

We are looking for the last Wills or Codicils for Rhoda Miner Pendelton Baxter and or Stuart Dillon Baxter, both of Ottawa where they lived and died. Rhoda was born 13th August 1928, Calis Maine and died 30th November 2012. Stuart was born 16th November 1925 St John NB and died 8th January 2017. This is a real detective story

The first identical wills were drawn up 4th March 1982 by John Haydon of Bement Green, York.

When of one of the two beneficiaries moved out of the province in the late 80s or early 90s, the executor was changed to the other beneficiary by Stuart and Rhoda. Equal division of assets in both the first will or codicil in both the first will and second will or codicil as we all understood. When Rhoda died in 2012 Stuart advised that the second will or codicil was drawn up by Attorney Drew Shouldice of Forbes, Singer, Shouldice Stuart had a very sharp mind and good memory. Drew died of cancer in 1999 and so far some his wills or codicils are missing or misplaced. This notice was to be published in February 2017 as suggested by one attorney and then by another attorney in January 2020 however not done for whatever reason. At this point we just need to fix this and that is all for what is a small estate. This is an URGENT family matter to resolve this in the interests of both the Estate and the two beneficiaries and we would be grateful for any assistance, ideas or advice.

You should contact Christopher Baxter at 613-253-0955 Ext 222; Fax 613 253-3492 or [whitetail338@hotmail.com](mailto:whitetail338@hotmail.com). Thank you very much for any assistance, ideas or advice.

**Tags:** Wills & Estates

59179036 5-516

DATE 20170809  
Y/A M/M D/J

\$12,000.00

Royal Bank of Canada  
Banque Royale du Canada  
93 BRIDGE ST  
CARLETON PLACE, ON



PAY TO THE ORDER OF Bank of Nova Scotia  
PAYEZ A L'ORDRE DE Bank of Nova Scotia

EXACTLY \$12,000.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISEE REQUISE POUR UN MONTANT EXCEDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET LOC Stuart Baxter

CHRISTOPHER BAXTER

PURCHASER NAME / NOM DE L'ACHETEUR  
Christopher Rudge Rd.

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR  
CITIANA CNTARIO

KLE-LEY

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

SIGNATURE STAMP / TIMBRE D'AUTHENTIFICATION

*[Handwritten Signature]*  
COUNTERSIGNED / CONTRESIGNE

SIGNATURE STAMP / TIMBRE D'AUTHENTIFICATION

⑈59179036⑈ ⑆00842⑈003⑆ 099⑈013⑈5⑈

59179168 6-516

**Royal Bank of Canada**  
**Banque Royale du Canada**



88 BRIDGE ST  
CARLETON PLACE, ON

DATE 20170828  
Y/A M/M D/J

PAY TO THE ORDER OF BANK OF NOVA SCOTIA  
PAYEZ A L'ORDRE DE BANK OF NOVA SCOTIA

\$11,400.00

**RECEIPT FOR CASH ON HAND NEGOCIABLE**

CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISEE REQUISE POUR UN MONTANT EXCEDANT 5,000.00 \$ CANADIENS

RE/OBJET PRIMARY LOC ELLIOTT BARTER

PURCHASER NAME CHRISTOPHER BAXTER NOM DE L'ACHETEUR

PURCHASER ADDRESS 24 Bear Gulch Rd ADRESSE DE L'ACHETEUR

STANLEY ONTARIO

K2E 6T4

INITIALES / PARAPHS

*[Handwritten Signature]*

CHARGES / FRAIS

TOTAL

*[Handwritten Signature]*

PURCHASER'S RECEIPT - REÇU DE L'ACQUÉREUR

This is Exhibit "K" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, eto.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

28<sup>th</sup> February, 2020

**Christopher S. Baxter**  
**74 Beaver Ridge Road**  
**Ottawa, Ontario**  
**K2E-6E4**

**Tel: (613) 253-0955 x 222 wk**  
**Fax (613) 253-3492**

Mr. Herb Lagois  
Lagois Drafting and Construction Inc.  
5921 Old Hwy 16  
Ottawa, Ontario  
K0A-2T0

**Work Required;**  
**Family Home: 74 Beaver Ridge Road**

Telephone: 613-489-2345  
Fax: 613-489-2165

Dear Herb,

It has been a while since I had you do work at our home at 74 Beaver Ridge and since then my mother passed away in late 2012, and my father passed away in early 2017. Through the intervening years a lot of work that had to be done to maintain the houses has not been done and the following list is significant.

Please advise when it would be good to come by for an estimate, along with your suggestions, based on your extensive experience.

Structurally there are a few must do items that I will address first.

a) the garage floor of our 2-car garage is cracked and sagging and it's best not to put anything too heavy into the garage, lest it fall about two feet to the ground. This has gone undone for years with my parents' care but has to be dealt with. I invite your comments but I believe that the floor needs to be taken up and reset.

b) we also had a home inspection done a number of years ago, when my parents planned to sell the home, and in that they discovered a crack in the foundation at the back of the house, about mid-way. We had some landscaping work done which, for the most part, prevented water from going into the basement; however, the crack is still a large detractor. When my parents had

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Mr. Herb Lagois  
Lagois Drafting and Construction Inc.

28<sup>th</sup> February, 2020  
Page 2

the landscaping done and the front step done, the less than ethical contractor lightly plastered over the crack in the basement, which does not really solve anything, and does not either solve the moisture or potential water coming in heavy rain storm. I invite your suggestions on what you feel needs to be done to resolve this once and for all so we do not have to revisit it.

c) on the subject on the contractor who also did the upstairs bathroom, promised things he couldn't keep and didn't finish some things (not huge in the scheme of things) but a detractor to a finished bathroom. These need to be finished / corrected.

d) the chimney outside needs to be re-crowned and because this has gone undone for a number of years we need to ensure any water damage has not been caused around the chimney. My father's priority was not the maintenance of the house and this was left up to my mother and myself, time and funds permitting. It just needs to be fixed and done properly.

e) there is also parging around the foundation that needs to be fixed and this is relatively minor in the scheme of things, but needs to be done.

f) for years the white picket fence around the home was allowed to rot into the ground, but fortunately our neighbors put a chain link on two sides of the back yard, and another neighbor put a wooden fence on theirs, so we only need to look at replacing the two sides, and part of the back on the left hand side, until it meets up the chain link fence. I have already taken a lot of maple growth down in the last year, so access is easy.

g) the downstairs bathroom is the original 1967 Minto, and although I had it part of it re-tiled, it needs to be brought up to the same standard as the upstairs bathroom.

h) the lights are another matter and are also 1967 Minto, sort of late 1960's kitch, and they have not only seen their day, they are old enough to be unsafe. I am also having an electrician in, or have one of your people for a number of plugs that have reversed polarity, and ideally we might be able to do it all at once. If not, we can just deal with the safety issues first and separately.

i) on the left hand side of the house, as you look out on the street, we have found that north-east facing wall was never properly insulated, in addition to the fact that the Stinson Fuel people assessing insulation figured that this house is using 4-inch stud walls, as opposed to the thicker and better insulated 6-inch stud walls. It is a nice house, it's just one of the short cuts that Minto made in 1967, when they were putting up this development. On the matter of no insulation in this wall, frost appears on my Grand mothers bedroom in the lower level, and caused the paint/drywall to peel, and has to be fixed properly. If the house was ever put up for

...3/

Mr. Herb Lagois  
Lagois Drafting and Construction Inc.

28<sup>th</sup> February, 2020  
Page 3

sale and saw this, they would simply walk away. The bedroom upstairs above it, is not so bad; however, it is one of the coldest bedrooms in the upstairs. In 2006, we better insulated the roof crawl space on both ends with actual insulation in addition to new soffits and eaves troughs all around the house. How would you suggest insulation be properly put into this wall, upstairs and downstairs, without having to take out the drywall?

j) the roof was re-shingled in 2006, and also repairs made were necessary so it is solid. I believe there is a 20-year warranty on the roof. We do not believe in cutting corners when work is done since it comes back to bite us. As my Late Grandmother Baxter would say, penny wise and pound foolish.

k) apart from the bathrooms, noted above, the plumbing is good with the exception of the upstairs bathroom installation that might need a minor correction in the sink, and also the laundry tub in the basement, which is cracked.

l) both the interior painting and exterior painting needs to be done, as it was done 25-30 years ago, and it shows its age. A lot of the base boards are worn and or damaged and the interior door in the front hall has gauges and track marks from my parents' walkers; beyond repair or painting. This sort of the work is the difference between a well kept house and one that is run down. In the case of my parents' is more of a matter of maintenance that has accumulated over years, in an otherwise nice home. Also, the front door is 36" that I had put in for my parents' walkers, and the secondary door noted here is regular size, so it sort of swears at the work, that was done at putting the very attractive and utilitarian front door.

m) the electrical panels needs to be re-marked, as a bit of a soup, and it's unclear what breaker is for what. this can be done in conjunction with the lamp post on the lawn, which rusted and fell over years ago, and was never replaced, although the power to it was turned off for safety.

n) the carpet throughout the house is 1967 and is really long-passed its due date (to put it politely), torn in some places, and really needs to go. On the plus side, underneath the old carpet, Minto must have got a deal on oak hardwood floors, which are really nice, and if the carpet was removed, the floor could be very attractively finished.

o) the kitchen is another matter, as a 1967 Minto kitchen, and it is truly done with drawers that do not work, and the facing coming off others, along with cracked counter tops, tile, and linoleum on the floor. This really needs to be completely redone because it completely swears at the rest of the house.

Mr. Herb Lagois  
Lagois Drafting and Construction Inc.

28<sup>th</sup> February, 2020  
Page 4

p) the furnace is a 20 year + Lincoln Oil Furnace, which is at replacement stage. Last year the Stinson service people rated it at a 6.5 out of 10, not bad, but a furnace that needs to be replaced before it dies in the winter at some inopportune time. This might be with Stinson; however, we invite your suggestions also. My inclination would be either another oil furnace, or a propane furnace, so we are not stuck with a monopoly. Even the Stinson people have an issue with Enbridge, as do many other people. In any event, either oil or propane.

q) air conditioning: I had JC Robinson put a new unit in 2005 and it still would be fine; however, one of their service people (who no longer works with the company), conned my mother into allowing him to use the sealant spray, which you know is a one shot thing, and something, that JC Robinson no longer allows their technicians to use. The AC finally died last summer, and we might have some sort of pro-rated deal with JC Robinson, due to the above, or if not, have a new unit installed, and we are still open to your suggestions.

r) windows & doors: (replaced 2005 after father came down with pneumonia and I had enough and had all high quality windows and doors installed). No work required here.

s) interior doors: front hall closet, living room, and kitchen have fallen off, or have been removed in times past, and most of them, with the exclusion of the hall closet do not really need to be replaced, and just having their fittings removed and treated like open walk-through door would suffice. Other interior doors are 1967 Minto and I invite your suggestions.

t) some comments were made by others about replacing the wood paneling on one wall in the living room by the fireplace; however, I don't see the point, unless it's a real detractor. The linen closet on the upper level of the split level house is made of the same material, and apart from fixing some damage and wear on the corners, I believe it's fine.

u) pest control issues: this might be an Orkin thing, unless you have other suggestions. About ten years ago my mother had the willow tree cut down, which was ok, but then made the mistake of having some incompetent landscaping people take the wood mulch from around the willow trees stump and put it against the foundation of the house, only to later find out, that it was full of large black carpenter ants. This needs to be dealt with so they do not do damage to the foundation and sub-structure. Our neighbor had Orkin about 2016-2017 and he provided a free estimate for both the ants and their breeding areas. They can deal with the mice in the garage if I do not rescind their privileges beforehand. This might be the simplest route unless you have other ideas.

The above is regular or overdue maintenance; however, one thing I am interested in myself, that my Mother started as an idea is having a walk-out deck that extends out from the

...5/

Mr. Herb Lagois  
Lagois Drafting and Construction Inc.

28<sup>th</sup> February, 2020  
Page 5

kitchen and dining room into the backyard. It could be enclosed for the summer. I believe my Mother had a great idea and would be a very attractive and complimentary addition to the house.

Yours sincerely,



Christopher S. Baxter

P.S. There is a crack in the drywall in the middle of the living room above the main front window. We would have to determine if this is foundational issue or just a crack. My parents paid for a home inspection a while back and I will have to find it and see if this was mentioned at the time or is something after that?

Encl

This is Exhibit "L" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

January 15, 2021

**Miriam Vale Peters**

(613) 733-3209

mvp@kmhlawyers.ca

**BY E-MAIL****(rachelrdbaxter@hotmail.com)**Rachel Baxter  
113 Valley Ranch Road  
Irishtown, New Brunswick  
EIH 2R2

Dear Ms. Baxter:

**Re: 74 Beaver Ridge, Nepean, ON ("the Property")**

I am writing to you on behalf of my client Christopher Baxter ("Mr. Baxter") with an offer to purchase the Property. It is enclosed for your consideration.

In or about October 2016, your father agreed to sell the Property to Mr. Baxter or put it on the market for \$425,000, or \$475,000 following necessary repairs. Mr. Baxter outlined these repairs in a February 28, 2020 letter to Lagois Drafting and Construction which I am told was also shared with you. These are major repairs which Mr. Baxter currently believes exceed the \$50,000 difference. At the time these amounts were agreed to for the purchase of the Property, Mr. Baxter also offered your father to reduce his loan to your parents to \$50,000. Mr. Baxter did this in recognition of the fact that your parents would not have the means to repay him the full amount without selling the Property.

As a result, the offer to purchase for \$375,000 represents the amount agreed upon with your father, minus the cost of repairs and Mr. Baxter's loan to your parents. Mr. Baxter's offer is not conditional on financing and has a quick closing date of April 15, 2021.

I hope that the parties can reach an amicable resolution, and I look forward to your response.

Yours very truly,

**KMH Lawyers**

per:



Miriam Vale Peters

MVP/pz

Encl.

cc: client

This Agreement of Purchase and Sale dated this 14 day of January 2021

**BUYER,** Christopher Baxter (Full legal names of all Buyers), agrees to purchase from

**SELLER,** Rachel Baxter as Estate Trustee for the Estate of Stuart Dillon Baxter (Full legal names of all Sellers), the following

**REAL PROPERTY:**

Address 74 Beaver Ridge

fronting on the side of

in the City of Nepean, Ontario

and having a frontage of more or less by a depth of more or less

and legally described as

LT156 Plan 429066 S/T CR445826 CR452818 CR497230 CR502744 (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 375,000.00

Three Hundred Seventy-Five Thousand Dollars

**DEPOSIT:** Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to the Estate of Stuart Dillon Baxter "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 6PM on the 18 day of January 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 15 day of April 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**

*CB*

**INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Everything in and on the property.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot water heater.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST.

(included in/in addition to)  
Any HST on chattels, if applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 1..... day of April....., 2021..... (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Residential dwelling.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgage's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

OB

INITIALS OF SELLER(S):



**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

*[Signature]*  
 (Witness)  
 Kevin Rathwell  
 (Witness)

*[Signature]*  
 (Buyer)  
 (Seal)  
 (Buyer)  
 (Seal)

DATE *14th Jan 2021*  
 DATE *Jan 14th, 2021*

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness)  
 .....  
 (Witness)

.....  
 (Seller)  
 .....  
 (Seller)

(Seal) DATE.....  
 (Seal) DATE.....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
 (Witness) (Spouse) (Seal) DATE.....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at..... this..... day of....., 20.....  
 (Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage..... Tel.No. ....  
 .....  
 Co-op/Buyer Brokerage..... Tel.No. ....  
 .....

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....  
 (Seller)  
 ..... DATE.....  
 (Seller)  
 Address for Service.....  
 ..... Tel.No. ....  
 Seller's Lawyer.....  
 Address.....  
 Email.....  
 ..... Tel.No. .... FAX No. ....

..... DATE.....  
 (Buyer)  
 ..... DATE.....  
 (Buyer)  
 Address for Service.....  
 ..... Tel.No. ....  
 Buyer's Lawyer.....  
 Address.....  
 Email.....  
 ..... Tel.No. .... FAX No. ....

**FOR OFFICE USE ONLY** **COMMISSION TRUST AGREEMENT**  
 To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:  
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.  
 DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:  
 .....  
 (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** Christopher Baxter ....., and

**SELLER,** Rachel Baxter as Estate Trustee for the Estate of Stuart Dillon Baxter .....

for the purchase and sale of 74 Beaver Ridge .....

Nepean, Ontario ..... dated the 14 ..... day of January ....., 2021 .....

Buyer agrees to pay the balance as follows:

**ADJUSTMENTS ON CLOSING**

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

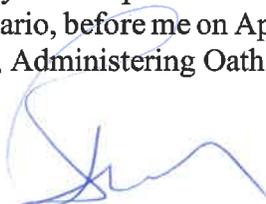
This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

*CB*

**INITIALS OF SELLER(S):**

This is Exhibit "M" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

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**From:** Miriam Vale Peters  
**Sent:** January 20, 2021 4:16 PM  
**To:** Rachel R. D. Baxter  
**Cc:** Peter Zachar  
**Subject:** My client: Christopher Baxter  
**Attachments:** LTR to Rachel Baxter re offer to purchase 12 January 2021.pdf

Ms. Baxter,

You have not answered my letter, which is attached again for your reference. I now have instructions to commence an application, which would involve, among other things, finalization of the Estate and your removal as Estate Trustee if, in fact, you have been appointed. I believe that Mr. Baxter had previously asked for a copy of the Certificate of Appointment as Estate Trustee, but it has yet to be provided to him. In any event, I ask that you provide a copy of the Certificate to me now. Thank you.

Finally, please advise if there are any dates when you are not available between now and the end of June. If I do not hear from you, I will schedule the application based on my availability.

I look forward to hearing from you.

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive

Ottawa, Ontario K1H 8L5

Direct line: (613) 733-3209

Tel: (613) 733-3000 ext. 107

Fax: (613) 523-2924

[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

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<https://g.page/KMHLawyers/review?rc>

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**From:** Brenda Desjardins <bdesjardins@kmhlawyers.ca>  
**Sent:** January 15, 2021 10:24 AM  
**To:** rachelrdbaxter@hotmail.com  
**Cc:** Miriam Vale Peters <mvp@kmhlawyers.ca>; Peter Zachar <pzachar@kmhlawyers.ca>  
**Subject:** 74 Beaver Ridge, Nepean, ON

Ms. Baxter,

Attached please find correspondence with respect to the above matter.

Regards,

**Brenda Desjardins**  
**Litigation Law Clerk**

**KMH | LAWYERS**

Suite B0001-2323 Riverside Drive

Ottawa, Ontario K1H 8L5

Tel: (613) 733-3000 x116

Fax: (613) 523-2924

[bdesjardins@kmhlawyers.ca](mailto:bdesjardins@kmhlawyers.ca)

[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

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-a division of KMH Lawyers Professional Corporation

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This is Exhibit "N" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

BY EMAIL

January 25, 2021

KMH Lawyers  
B-0001 – 2323 Riverside Drive  
Ottawa, ON K1H 8L5  
[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

Attention: Miriam Vale-Peters

Re: The estate of Stuart Dillon Baxter  
Our file: 4672-22

---

Ms. Vale-Peters:

I am responding on behalf of Rachel Baxter, in her capacity as estate trustee with a will for the estate of Stuart Baxter, to your letter to her of January 2021.

With respect, the allegation that Stuart agreed to sell the Beaver Ridge Road property (the “House”) to Christopher at any price, let alone a very reduced price, has no basis in fact. There is no evidence to support it, and there is very strong support for the proposition that no such agreement was ever made.

Equally, there is no evidence that Christopher has the financial capacity to purchase the House and strong indications that he does not.

Christopher was evicted from the House after lengthy proceedings which culminated in the enforcement of a Writ of Possession. He did not cooperate, even after the Writ was granted.

I enclosed for your reference the endorsement of Justice Gomery of August 17, 2020.

In these proceedings, Christopher was initially represented by able and experienced counsel and then represented himself. The Court afforded him every opportunity to file materials and to address the Court. Christopher repeatedly indicated that he would make an offer to purchase the House, but never did. Never once, in those proceedings or otherwise, has Christopher advised the Court or Rachel of any agreement by Stuart to sell the house to Christopher for any price. Accordingly, the allegation now, four years after Stuart’s death and a year after the commencement of proceedings to evict Christopher, that there was an agreement all along is completely devoid of credibility.

All indications are that Christopher does not have the financial capacity to purchase the House. Although he was occupying the House without paying rent, he was unable to prevent the secured loans and tax obligations from falling into serious arrears. An estate trustee cannot accept an offer that has no reasonable prospect of closing, and this is especially true where, as here, there are significant secured debts in arrears and the creditors are entitled to enforce their rights without further delay. I note that the proposed deposit in the offer attached to your letter is \$1.00. An offer from Christopher that does not include tender to Rachel's solicitor of a deposit greater than the full Bruyere debt which he will forfeit if he does not close, cannot and will not be considered.

Consistent with the endorsement of Gomery J., the House will be listed for sale as soon as possible. Christopher may make an offer at that time. If his offer is consistent with market value and supported by compelling evidence that Christopher has the financial capacity to close and includes a deposit greater than the Bruyere debt, it will be considered.

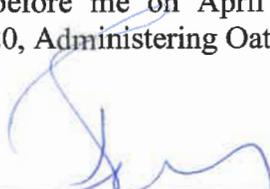
There is nothing special or unique about the House. Accordingly, the House must be sold at market value as soon as possible. Subsequently, Rachel will provide an accounting for the estate, including all assets and liabilities and the proposed distribution to the residual beneficiaries of which Christopher is one. Of course, if Christopher objects to those accounts and in particular whether alleged debts owed to him have been properly accounted for, he may do so in a passing of accounts.

Yours truly  
Miltons Estates

A handwritten signature in black ink, appearing to read 'N.M.:1E', written in a cursive style.

Neil Milton

This is Exhibit "O" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

March 29, 2021

Christopher Baxter via e-mail: whitetail338@hotmail.com

Dear Christopher:

You still have items at the house which must be removed by Tuesday, April 13, 2021:

- . BMW car in driveway;
- . outboard motor in garage;
- . new lawnmower in garage;
- . your clothing in house.

There may also be other items in the house and garage which are yours, and which must also be removed by this date. If you wish to obtain these and other items owned by you, make arrangements through me to retrieve them by the deadline I have set.

Failure to make arrangements and to retrieve them will result in my considering that you have elected to abandon them. I will then dispose of them in a way that my advisors consider appropriate.

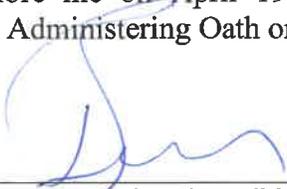
One of my advisors tells me the BMW car has value only as scrap (\$400 to \$500). If you have a different opinion about this item, it is in your best interest to remove this item promptly. I encourage you to remove the car whenever you are able to. No need to advise me. Just remove it. You will note that no BMW keys were found in the house. I expect the car keys are in your possession.

For all other items, before you arrive to remove them, you must make arrangements through me to tell me when you would like to show up at the house to pick up items. I will then have someone meet you there to be present while you go in to the house, and to ensure that you receive your items.

Yours truly,

Rachel R. D. Baxter

This is Exhibit "P" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022



This is Exhibit "Q" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

## Brenda Desjardins

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**From:** Neil Milton <nmilton@miltontsip.com>  
**Sent:** April 6, 2021 8:37 AM  
**To:** Peter Zachar  
**Cc:** Miriam Vale Peters  
**Subject:** RE: 74 Beaver Ridge Road & my call with Nicolas

I understand that the dumpster company will call your client today to confirm delivery.

Neil Milton  
 Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
 Serving all of Ontario  
 Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
 Direct tel.: 613567.4689

---

**From:** Peter Zachar <pzachar@kmhlawyers.ca>  
**Sent:** Thursday, April 1, 2021 10:19 PM  
**To:** Neil Milton <nmilton@miltontsip.com>  
**Cc:** Miriam Vale Peters <mvp@kmhlawyers.ca>  
**Subject:** RE: 74 Beaver Ridge Road & my call with Nicolas

Good afternoon Mr. Milton,

Mr. Baxter agrees to accept delivery of the dumpster at his business. Please advise us when our client can expect the delivery on Tuesday.

Thank you,

**Peter Zachar**  
*Articling Student*

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive  
 Ottawa, Ontario K1H 8L5  
 Tel: (613) 733-3000 ext. 119  
 Fax: (613) 523-2924  
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**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** April 1, 2021 4:00 PM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** Re: 74 Beaver Ridge Road & my call with Nicolas

Your client has created the urgency by harassing the workers at the house which is a clear violation of the writ, and after his 7 month delay.

My client had no liability to yours for his abandoned goods.

The offer to deliver them to his property remains open. I fail to see how he could claim any damages if he refuses delivery. Four days is plenty of time to say "delivery them to my business".

Neil Milton  
Miltons Law  
Tel. Direct 613 567 4689  
Fax 866 397 9227  
Mail 200-15 Fitzgerald Road, Ottawa, ON K2H 9G1

---

**From:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Sent:** Thursday, April 1, 2021 9:55:37 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** Re: 74 Beaver Ridge Road & my call with Nicolas

Mr. Milton,

You have now set a four day deadline with respect to the contents. That is totally unreasonable considering the fact that your client has sat on her hands for the better part of the year. I urge that you not take any steps in respect of the items or the property until you hear back from me. I will try to do so at some point next week.

If anything happens to the contents without prior notice and reasonable warning, Rachel will be held personally liable for the value.

Sincerely,

Miriam Vale Peters

Partner

KMH | LAWYERS\*  
Suite B0001-2323 Riverside Drive  
Ottawa, Ontario K1H 8L5  
Direct line: (613) 733-3209  
Tel: (613) 733-3000 ext. 107  
Fax: (613) 523-2924

[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

Effective February 1, 2017, our firm name has changed to KMH Lawyers. Please update your contact information. Thank you.

---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** Thursday, April 1, 2021 3:36:32 PM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Rachel R. D. Baxter <[rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)>; Hala Tabl <[htabl@miltonsip.com](mailto:htabl@miltonsip.com)>  
**Subject:** FW: 74 Beaver Ridge Road & my call with Nicolas

Ms. Vale Peters –

The nonsensical email below from your client has been forwarded to me.

I thought that your position was that all correspondence should go through counsel?

Your client was removed from the house by virtue of a writ of possession. Those proceedings were not appealed. The endorsement of Justice Gomery dated August 27, 2020 is attached.

It is 7 months later.

You should explain to your client the meaning of a writ of possession. He failed to remove his possessions on time. That is his fault and his problem – he abandoned his items in the house, and the only reasonable position of the trustee who has an obligation to prepare the property for sale, is that the items left in the house should be disposed of.

As a courtesy to your client, my client is willing to have the contents of the dumpster dumped at his business premises next Tuesday. If he does not wish them there, they will be disposed of at the waste disposal facility. If I do not hear from you prior to Tuesday, they will be disposed of.

In your last email you professed ignorance of the urgency of this matter. I draw your attention to the position of the secured creditors, detailed in the materials filed with respect to the writ of possession and in the endorsement of Justice Gomery.

Neil Milton  
Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
Serving all of Ontario  
Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
Direct tel.: 613567.4689

Begin forwarded message:

**From:** Christopher Baxter <[whitetail338@hotmail.com](mailto:whitetail338@hotmail.com)>  
**Date:** April 1, 2021 at 4:47:58 AM EDT  
**To:** [info@mrdumpster.ca](mailto:info@mrdumpster.ca)  
**Cc:** Edward Burlew <[burlelaw@gmail.com](mailto:burlelaw@gmail.com)>, Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>, Peter Zachar

<pzachar@kmhlawyers.ca>, [nimakiani@justicia.ca](mailto:nimakiani@justicia.ca)

**Subject: 74 Beaver Ridge Road & my call with Nicolas**

*Dear Mr. Benson and Nicholas*

*Further to my conversation with Nicolas on Monday my personal property and the property of our two companies at 74 Beaver Ridge Road is in the process of being thrown in one of your Dumpsters at 74 Beaver Ridge Road in Nepean, in a messy family estate mess that is now before the courts. As per my conversation with Nicolas I have also been in contact with the Ottawa Police on the advice of Mr Ed Burlew, one of my attorneys copied . We need all of the contents of the Dumpster which includes confidential financial information and firearms records of invoices for companies. A box was picked up on Tuesday and some of my property and company property on Monday. I have lived at 74 Beaver Ridge Road since 1972 and my neighbours are watching the home like a hawk and are also pissed off*

*Until we can get a hold of the defendant or their attorney who seems to be evading our attorneys' emails /calls, do you have a tarp or cover that could be placed over the open top as it is raining and also damaging our company property and mine?. Do you have a transport pod or sea container that should have been used instead? None of this can be thrown out. In February had a truckload of boxes picked up before the truckload could be thrown in the garbage.*

*Please advise so arrangements can be made*

*Thank you for your help*

*Christopher Baxter  
President & Chief Executive Officer  
Caina Longbranch Defence Systems (Canada) Limited  
Longbranch Business Developments Limited*













U-HAUL  
EASY TO LIFT HANDLE  
FRAGILE  
UP

RO  
BIOPATAGONIA

CAROL

5100  
81328  
807  
807

12-1.36 kg  
92772310  
56100  
10052  
E  
SHORTENING  
**Crisco**  
TOUIT VÉGÉTAL  
37401

This is Exhibit "R" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

---

**From:** Neil Milton <n Milton@miltonsip.com>  
**Sent:** April 7, 2021 4:45 PM  
**To:** Peter Zachar  
**Cc:** Miriam Vale Peters  
**Subject:** RE: 74 Beaver Ridge Road & my call with Nicolas

Can you please advise Mr. Baxter that a moving van will arrive tomorrow with his personal property at his office location. They will call him before arrival.

Neil Milton  
Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
Serving all of Ontario  
Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
Direct tel.: 613567.4689

---

**From:** Peter Zachar <pzachar@kmhlawyers.ca>  
**Sent:** Thursday, April 1, 2021 10:19 PM  
**To:** Neil Milton <n Milton@miltonsip.com>  
**Cc:** Miriam Vale Peters <mvp@kmhlawyers.ca>  
**Subject:** RE: 74 Beaver Ridge Road & my call with Nicolas

Good afternoon Mr. Milton,

Mr. Baxter agrees to accept delivery of the dumpster at his business. Please advise us when our client can expect the delivery on Tuesday.

Thank you,

**Peter Zachar**  
*Articling Student*

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive  
Ottawa, Ontario K1H 8L5  
Tel: (613) 733-3000 ext. 119  
Fax: (613) 523-2924  
[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)  
[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

---

\*a division of KMH Lawyers Professional Corporation

This message is intended for the addressee only and may contain confidential and/or solicitor-client privileged information. No rights to privilege have been waived. Any copying, retransmission, taking of action in reliance on or other use of information in this communication by persons other than the addressee is prohibited. If you have received this message in error, please reply to the sender by e-mail and delete or destroy all copies of this message.

Feel free to write us a Google review to tell us how you enjoyed our service. We strive to deliver the best service possible to our clients and for us reviews are a great indicator of how we are doing.

---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** April 1, 2021 4:00 PM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** Re: 74 Beaver Ridge Road & my call with Nicolas

Your client has created the urgency by harassing the workers at the house which is a clear violation of the writ, and after his 7 month delay.

My client had no liability to yours for his abandoned goods.

The offer to deliver them to his property remains open. I fail to see how he could claim any damages if he refuses delivery. Four days is plenty of time to say "delivery them to my business".

Neil Milton  
Miltons Law  
Tel. Direct 613 567 4689  
Fax 866 397 9227  
Mail 200-15 Fitzgerald Road, Ottawa, ON K2H 9G1

---

**From:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Sent:** Thursday, April 1, 2021 9:55:37 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** Re: 74 Beaver Ridge Road & my call with Nicolas

Mr. Milton,

You have now set a four day deadline with respect to the contents. That is totally unreasonable considering the fact that your client has sat on her hands for the better part of the year. I urge that you not take any steps in respect of the items or the property until you hear back from me. I will try to do so at some point next week.

If anything happens to the contents without prior notice and reasonable warning, Rachel will be held personally liable for the value.

Sincerely,

Miriam Vale Peters

Partner

KMH | LAWYERS\*  
Suite B0001-2323 Riverside Drive  
Ottawa, Ontario K1H 8L5  
Direct line: (613) 733-3209  
Tel: (613) 733-3000 ext. 107  
Fax: (613) 523-2924

[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

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Effective February 1, 2017, our firm name has changed to KMH Lawyers. Please update your contact information. Thank you.

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Ms. Vale Peters –

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In your last email you professed ignorance of the urgency of this matter. I draw your attention to the position of the secured creditors, detailed in the materials filed with respect to the writ of possession and in the endorsement of Justice Gomery.

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**Date:** April 1, 2021 at 4:47:58 AM EDT  
**To:** [info@mrdumpster.ca](mailto:info@mrdumpster.ca)  
**Cc:** Edward Burlew <[burlelaw@gmail.com](mailto:burlelaw@gmail.com)>, Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>, Peter Zachar

<[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>, [nimakiani@justicia.ca](mailto:nimakiani@justicia.ca)

**Subject: 74 Beaver Ridge Road & my call with Nicolas**

*Dear Mr. Benson and Nicholas*

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*Please advise so arrangements can be made*

*Thank you for your help*

*Christopher Baxter  
President & Chief Executive Officer  
Caina Longbranch Defence Systems (Canada) Limited  
Longbranch Business Developments Limited*

**Brenda Desjardins**

---

**From:** Neil Milton <n Milton@miltonsip.com>  
**Sent:** April 9, 2021 9:28 AM  
**To:** Miriam Vale Peters; Peter Zachar  
**Cc:** ottawamovinganddelivery@gmail.com  
**Subject:** RE: Delivery of Property to Christopher Baxter

I have been asked to pass along the message below.

Neil Milton  
Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
Serving all of Ontario  
Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
Direct tel.: 613567.4689

---

**From:** Rachel R. D. Baxter <rachelrdbaxter@hotmail.com>  
**Sent:** Friday, April 9, 2021 3:22 PM  
**To:** Neil Milton <n Milton@miltonsip.com>  
**Cc:** ottawamovinganddelivery@gmail.com  
**Subject:** Delivery of Property to Christopher Baxter

Hi, Mr. Milton:

Could you ensure that Christopher/ Christopher's lawyer receives the following message, and that Ottawa Moving and Delivery is cc.ed on it? Ottawa Moving and Delivery wanted me to send it to Christopher, but I understand Christopher and his lawyer prefer that all communications go through the lawyers:

Please let Christopher Baxter know that the movers will arrive at his office in Carleton Place between 10:30 and 11:00 am today, Friday, April 9, 2021 to deliver his possessions to him, including a set of china dishes, a taxidermy deer head, garden tools and other personal possessions. I just want to make sure he is there to receive delivery. Ottawa Moving and Delivery will call him. They have his office landline and cellphone telephone numbers. If he is not there, they will leave the possessions at his business premises. They were unable to deliver yesterday, due to circumstances beyond their control. They attempted to advise Christopher of this delay, but they received no response when they called Christopher's telephone numbers yesterday.

Rachel Baxter  
e-mail: [rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)

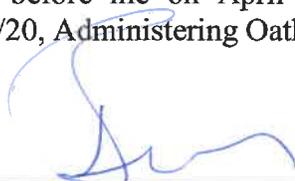








This is Exhibit "S" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

## Brenda Desjardins

---

**From:** Neil Milton <n Milton@miltonsip.com>  
**Sent:** April 12, 2021 10:38 AM  
**To:** Miriam Vale Peters; Peter Zachar  
**Cc:** Rachel R. D. Baxter  
**Subject:** RE: MyFax Delivery from 6132533492

I confirm that the house has not been sold.

Ms. Baxter remains focused on cleaning the house/property.

Related to that, can you please advise Christopher Baxter that she will ship to him this week (tomorrow expected) his non-operational BMW, his metal boat and his three trailers by tow truck.

Neil Milton  
 Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
 Serving all of Ontario  
 Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
 Direct tel.: 613567.4689

---

**From:** Miriam Vale Peters <mvp@kmhlawyers.ca>  
**Sent:** Friday, April 9, 2021 9:18 PM  
**To:** Neil Milton <n Milton@miltonsip.com>; Peter Zachar <pzachar@kmhlawyers.ca>  
**Cc:** Rachel R. D. Baxter <rachelrdbaxter@hotmail.com>  
**Subject:** RE: MyFax Delivery from 6132533492  
**Importance:** High

Thank you Neil. I will take care of this.

I apologize if you have already advised me of this, but can you confirm that the property:

- 1) Will not be sold
- 2) Has not been sold

Until after the next appearance?

If the property has been sold, I need to know ASAP

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive  
 Ottawa, Ontario K1H 8L5

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---

\*a division of KMH Lawyers Professional Corporation

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KMH Lawyers would love your feedback. Post a review to our profile.

<https://g.page/KMHLawyers/review?rc>

---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** April 9, 2021 2:44 PM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>; Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Cc:** Rachel R. D. Baxter <[rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)>  
**Subject:** FW: MyFax Delivery from 6132533492

Ms. Vale Peters –

Please see the attached.

Neil Milton  
Miltons Estates Law  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)  
[www.ontario-probate.ca](http://www.ontario-probate.ca)  
Serving all of Ontario  
Mail/Service: 200-15 Fitzgerald Road, Ottawa, K2H 9G1  
Direct tel.: 613567.4689









This is Exhibit "T" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc..  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

Court File No. CV 20 000 83295 0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE ESTATE OF STUART DILLON BAXTER**

BETWEEN:

**RACHEL BAXTER**, estate trustee for the estate of Stuart Dillon Baxter  
Applicant

and

**CHRISTOPHER BAXTER**,  
Respondent

APPLICATION UNDER RULES 14.05(3)(b) and 74.15 (h) of the *Rules of Civil Procedure*

---

**APPLICATION RECORD**

---

Date: April 30, 2020

Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, Ontario K2H 9G1

Neil Milton  
LSO#33823T  
Email: nmilton@ontario-probate.ca  
Telephone: (613) 567-4689  
Facsimile: (866) 397-9227

Lawyers for the Applicant

TO: Christopher Baxter  
74 Beaver Ridge Road  
Ottawa, Ontario K2E 6E4

Respondent

Court File No. CV 20 000 83295 0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE ESTATE OF STUART DILLON BAXTER**

**BETWEEN:**

**RACHEL BAXTER**, estate trustee for the estate of Stuart Dillon Baxter  
Applicant

and

**CHRISTOPHER BAXTER**,  
Respondent

APPLICATION UNDER RULES 14.05(3)(b) and 74.15 (h) of the *Rules of Civil Procedure*

**NOTICE OF APPLICATION**

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CV 20 000 83295 0000

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE ESTATE OF STUART DILLON BAXTER**

BETWEEN:

**RACHEL BAXTER**, estate trustee for the estate of Stuart Dillon Baxter

Applicant

and

**CHRISTOPHER BAXTER**

Respondent



APPLICATION UNDER RULES 60.03, 60.10 and 75 of the *Rules of Civil Procedure*

**NOTICE OF APPLICATION**

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on \_\_\_\_\_  
2020, at 10:00 a.m., at the Ottawa Courthouse, 161 Elgin Street, Ottawa, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date ..... APR 02 2020 .....

Issued by .....  .....  
Local registrar

Address of court office: Superior Court of Justice  
Ottawa Courthouse  
161 Elgin Street  
Ottawa, ON K6V 7N3

TO: Christopher Baxter  
74 Beaver Ridge Road  
Ottawa, Ontario K2E 6E4

The Respondent

## APPLICATION

1. The Applicant makes an application for:
  - a. a Writ of Possession for the property known as 74 Beaver Ridge Road, Ottawa ON, (the “Property”);
  - b. The Costs of this application, plus all applicable taxes; and
  - c. Such further and other relief as this Honourable Court deems just.

### Grounds

2. The grounds of the application are:
  - a. Stuart Dillon Baxter (“Stuart”) died January 8, 2017;
  - b. The Applicant and the Respondent are brother and sister and Stuart’s children;
  - c. Stuart was pre-deceased by his spouse, and the Applicant and the Respondent are his surviving next of kin;
  - d. The Applicant was appointed estate trustee with a will for Stuart’s estate (the “Estate”) by certificate of appointment dated May 11, 2017;
  - e. A deed of transmission transferring title of the Property from Stuart Baxter to the Applicant, in her capacity as estate trustee with a will for the Estate, was registered April 13, 2018;
  - f. Pursuant to Stuart’s last will and testament, the Applicant and the Respondent are equal beneficiaries of the residue of the Estate;

- g. The Estate has significant unpaid debts of approximately \$450,961.47 as of March 23, 2020, including the following which are secured against the Property or have the potential to encumber it (the “Secured Debts”):
- i. A mortgage/line of credit secured against the Property owed to in the approximate amount of \$254,000.00
  - ii. City property tax arrears of approximately \$20,000.00;
  - iii. a debt owed to Bruyère Continuing Care Inc. for services provided by it to Stuart prior to his death, in the amount of \$69,958.51 as at January 6, 2020, which is secured by a charge against the Property;
- h. The Secured Debts are past due and the respective creditors have expressed a strong interest in prompt payment, failing which they will take steps to enforce their security and realize upon the Property;
- i. The principle asset of the Estate is the Property which has an approximate value of approximately \$500,000.00. The Estate does not have sufficient assets other than the Property to discharge the Debts. Accordingly, the Property must be sold to discharge the Debts;
- j. Christopher is currently residing at the Property. Christopher has resided at the Property since well before Stuart’s death. Christopher has not and does not pay rent for occupancy of the Property. Christopher has, infrequently and in irregular amounts for certain expenses, but these are insufficient to pay on-going expenses for the Property and have not reduced the principal of any outstanding debts;

- k. Christopher has frequently expressed a desire to purchase the Property from the Estate but has never made a formal offer despite repeated invitations to do so by the Applicant;
  - l. Despite repeated requests from the Applicant, the Respondent has not vacated the Property;
  - m. Accordingly, the Applicant urgently requires a writ of possession for the Property so that she can secure vacant possession of the Property and effect an orderly sale of the Property to discharge the Debts and maximize recovery of value from the Property to the benefit of the beneficiaries of the Estate.
3. The following statutory provisions will be relied upon:
- a. Rules 60.03 and 60.10 of the *Rules of Civil Procedure*, RRO 1990 Reg. 194
  - b. Rule 75 of the *Rules of Civil Procedure*, RRO 1990 Reg. 194
  - c. *Estates Act*, RSO 1990 Chapter E.21, section 44 & 45.
4. The following documentary evidence will be used at the hearing of the application:
- a. The affidavit of Rachel Baxter to be sworn;
  - b. Such further and other evidence as counsel may advise and this Honourable Court may permit.

~~March 31, 2020~~

APR 02 2020

NM:IE

---

Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, ON K2H 9G1

Neil Milton  
(LS) #33823T

Tel: (613) 567-7824  
Fax: 1-866-397-9227  
nmilton@ontario-probate.ca

Lawyers for the Applicant

**RACHEL BAXTER**  
Applicant

-and- **CHRISTOPHER BAXTER**  
Respondent

Court File No.

*80-83295*

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
OTTAWA

**NOTICE OF APPLICATION**

Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, ON K2H 9G1

Neil Milton  
(LSO #33823T)

Tel: (613) 567-7824  
Fax: 1-866-397-9227  
nmilton@ontario-probate.ca

Lawyer for the Applicant

APR 02 2020

FILED SUPERIOR COURT  
OF JUSTICE AT OTTAWA

NEIL MILTON  
SUPERIOR COURT OF JUSTICE AT OTTAWA

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE ESTATE OF STUART DILLON BAXTER**

BETWEEN:

**RACHEL BAXTER**, estate trustee for the estate of Stuart Dillon Baxter  
Applicant

and

**CHRISTOPHER BAXTER**  
Respondent

APPLICATION UNDER RULES 60.03, 60.10 and 75 of the *Rules of Civil Procedure*

**AFFIDAVIT OF RACHEL BAXTER**

SWORN MARCH 25<sup>th</sup> 2020

I, RACHEL BAXTER, lawyer, of the City of Moncton , in the Province of New Brunswick,  
MAKE OATH AND SAY:

1. I am the Applicant in this matter and have personal knowledge of the matters hereinafter deposed to.
2. My father Stuart Dillon Baxter (“Stuart”) died January 8, 2017.
3. I am one of Stuart’s two surviving children. The Respondent, my brother Christopher Baxter (“Christopher”), is the other.
4. Stuart was pre-deceased by his spouse.

5. I was named the executor in Stuart's last will. I was appointed estate trustee with a will for Stuart's estate (the "Estate") by certificate of appointment dated May 11, 2017. A copy of the Certificate of Appointment is attached as **Exhibit A**.
6. Stuart owned a home at Beaver Ridge Road, Ottawa, Ontario (the "Property").
7. The Property is the primary asset of the Estate. I was advised verbally by two realtors at the time of Stuart's death that it has a value of approximately \$500,000.
8. A deed of transmission transferring title of the Property from Stuart Baxter to the me, in my capacity as estate trustee with a will for the Estate, was registered at my request on April 13, 2018. A copy of the deed of transmission is attached as **Exhibit B**.
9. The Estate has significant unpaid debts in the amount of \$450,861.47 (the "Debts"). Attached as **Exhibit C** is a listing of the Debts as at today's date.
10. Several of the Debts are secured against title to the Property (the "Secured Debts"):
  - a. Debt to Bruyere Continuing Care
  - b. Debt to Scotiabank.
11. The Secured Debts are past due and the respective creditors have expressed a strong interest in prompt payment, failing which they will take steps to enforce their security and realize upon the Property. Demand letters from counsel with respect to the Secured Debts are attached as **Exhibit D**.
12. The Estate does not have sufficient assets other than the Property to discharge the Secured Debts. Accordingly, the Property must be sold to discharge the Secured Debts.

13. Christopher is currently residing at the Property. Christopher has resided at the Property since well before Stuart's death. Christopher has not and does not pay rent for occupancy of the Property. Christopher has, infrequently and in irregular amounts, made payments of certain expenses. These payments were insufficient to pay the on-going costs of the Property. Christopher has not made any payments which reduced the principal of the Debts.
14. Christopher has frequently expressed a desire to purchase the Property from the Estate but has never made a formal offer.
15. I have requested that Christopher vacate the Property but he has not responded to this correspondence and has not vacated. Attached as **Exhibit E** is relevant correspondence between Christopher and me related to the need for him to vacate so that I can sell the Property.

**SWORN BEFORE ME** at the of the City  
of Moncton, Province of New Brunswick  
on March 25<sup>th</sup>, 2020

*Hazen Brien*

Commissioner for Taking Affidavits  
(or as may be)

*Hazen h. Brien  
Commissioner of Oaths  
Being a Solicitor  
Province of New Brunswick  
599 main St, Suite 201  
PO Box ~~1117~~ 1201  
Moncton, NB  
E1C 8P9*

*Rachel Baxter*

**RACHEL BAXTER**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
OTTAWA

**AFFIDAVIT OF RACHEL BAXTER**

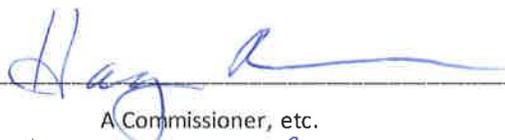
Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, ON K2H 9G1

Neil Milton  
(LS0 #33823T)

Tel: (613) 567-7824  
Fax: 1-866-397-9227  
nmilton@ontario-probate.ca

Lawyer for the Applicant

THIS IS EXHIBIT "A" TO THE  
AFFIDAVIT OF RACHEL BAXTER  
SWORN BEFORE ME  
THIS MARCH 25<sup>th</sup> 2020



---

A Commissioner, etc.

Hazen H. Brien  
A commissioner of Oaths  
Being a Solicitor  
Province of New Brunswick

164  
34800/17

FORM 74.13

Courts of Justice

CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL

ONTARIO

SUPERIOR COURT OF JUSTICE AT OTTAWA

IN THE ESTATE OF **STUART DILLON BAXTER**, deceased,

late of **74 Beaver Ridge Road, Ottawa, Ontario K2E 6E4**

occupation **Retired Mathematician**

who died on **8 January, 2017**

CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE WITH A WILL

Applicant	Address	Occupation
<b>RACHEL ROSE DILLON BAXTER</b>	<b>#201-599 Main Street Moncton, NB E1C 1C8</b>	<b>Solicitor</b>

**RHODA MINER BAXTER**, the firstly named Executrix having predeceased the Testator on the 30th day of November, 2012.

This CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL is hereby issued under the seal of the court to the applicant named above. Attached to this certificate is a copy of the deceased's last will dated 4 March, 1982.

DATE **MAY 11 2017**

*M. St. Clair*  
Registrar **M. ST. CLAIR**



Address of court office  
**161 Elgin Street  
Ottawa, Ontario K2P 2K1**

THIS IS THE LAST WILL AND TESTAMENT of me, STUART DILLON BAXTER, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton.

1. I HEREBY REVOKE all Wills and testamentary dispositions of every nature or kind whatsoever by me heretofore made.
2. I NOMINATE, CONSTITUTE AND APPOINT my wife, RHODA MINER BAXTER, to be the Executrix and Trustee of this my Will, provided that should the office of such Executrix and Trustee of this my Will be or become vacant by reason of the death (in my lifetime or after my death), refusal to act, resignation, incapacity or discharge of the Executrix and Trustee hereinbefore named or for any other reason, then I NOMINATE, CONSTITUTE AND APPOINT my daughter, RACHEL ROSE DILLON BAXTER to be the Executrix and Trustee in her place, and I hereinafter refer to my Executrix and Trustee from time to time as "my Trustee".
3. I GIVE, DEVISE AND BEQUEATH all my property of every nature and kind and wheresoever situate, including any property over which I may have a general power of appointment, to my said Trustee upon the following trusts, namely:
  - (a) To use her discretion in the realization of my estate, with power to my Trustee to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as my said Trustee may in her uncontrolled discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such

S. D. B.  
9/11  
m

length of time as she may think best, and I hereby declare that my Trustee may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate), for such length of time as my said Trustee may in her discretion deem advisable, including but not such as to limit the foregoing the power to subscribe for and exercise or take up any rights for further shares or securities owned by me at my death, and my Trustee shall not be held responsible for any loss that may happen to my estate by reason of so doing.

(b) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses and all estate inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed so to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either during my lifetime or by survivorship or by this my Will or any Codicil thereto and whether such duties or taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and I hereby authorize my Trustee to commute or prepay any such taxes or duties. This direction shall not extend to or include any such taxes that may be payable by a purchaser or transferee in connection with any property transferred to or acquired by such

S. d. h.  
31.  
m

purchaser or transferee upon or after my death pursuant to any agreement with respect to such property.

(c) To pay or transfer the residue of my estate to my said wife, RHODA MINER BAXTER, if she survives me for a period of thirty days, for her own use absolutely.

(d) If my wife should predecease me, or should survive me but die within a period of thirty days after my decease, I direct my Trustee to hold the residue of my estate in trust for my children, RACHEL ROSE DILLON BAXTER, and CHRISTOPHER STUART PENDELTON BAXTER, alive at the death of the survivor of me and my <sup>jm</sup> ~~said~~ <sup>S. d. B.</sup> wife ~~said~~ in equal shares per stirpes, provided that the share of CHRISTOPHER STUART PENDELTON BAXTER, if he shall be living at the death of the survivor of me and my wife shall be held and kept invested by my Trustee and the income and capital or so much thereof as my Trustee in her uncontrolled discretion considers advisable shall be paid to or applied for the benefit of such child until he attains the age of twenty-one years when the capital of such share or the amount thereof remaining shall be paid or transferred to him, any income not so paid or applied in any year to be added to the capital and dealt with as part thereof, and provided further that if such child should die before attaining the age of twenty-one years such share, or the amount thereof remaining, shall be held by my Trustee in trust for the children of such child who survive him in equal shares, or if such child should leave no child him surviving, in trust for my daughter, RACHEL ROSE DILLON BAXTER, if she shall then be living.

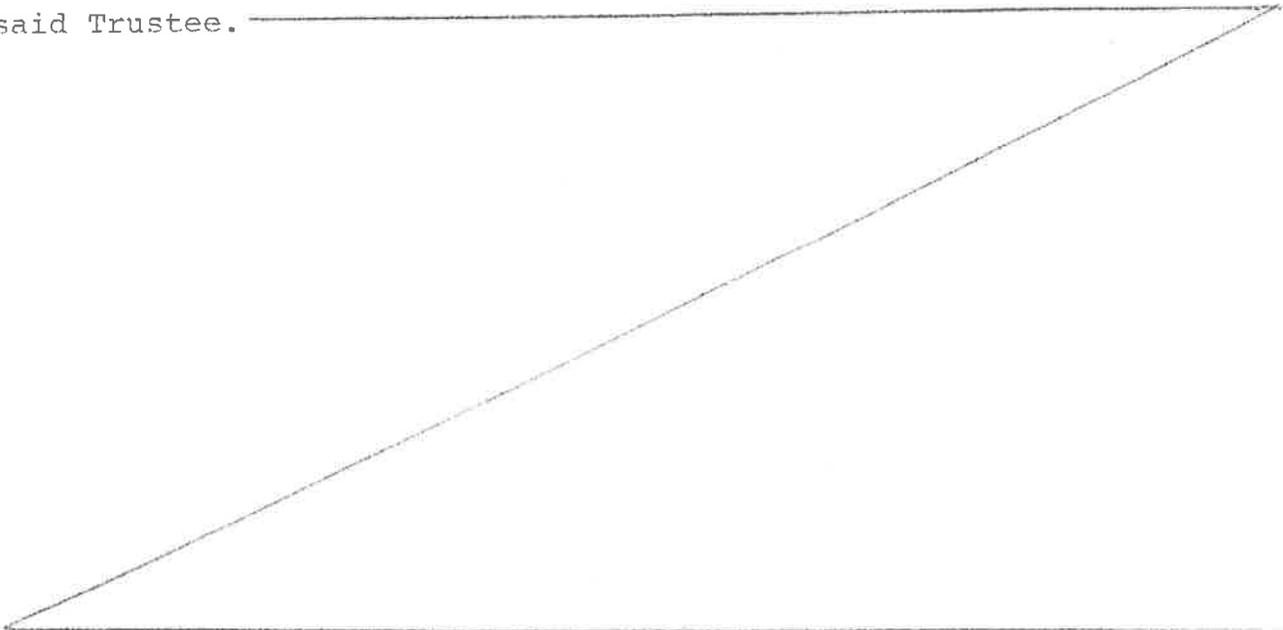
<sup>S. d. B.</sup>  
<sup>jm</sup>

4. Notwithstanding anything herein otherwise contained in the event of my death prior to the maturity of any registered retirement savings plans held by me, I GIVE, DEVISE AND BEQUEATH to my wife, if she survives me for a period of thirty days, all refund of premiums under the said registered retirements savings plans and I declare that in this Will the terms "maturity", "registered retirement savings plan" and "refund of premiums" shall have the same meaning as in the Income Tax Act, R.S.C. 1952, c. 148, as amended.

5. I HEREBY DECLARE that my Trustee when making investments for my estate shall not be limited to investments authorized by law for trustees but may make any investments which in her uncontrolled discretion she considers advisable and my said Trustee shall not be liable for any loss that may happen to my estate in connection with any investment made by her in good faith.

6. I AUTHORIZE my Trustee to make any payments for any person under the age of eighteen years to a parent or guardian of such person whose receipt shall be a sufficient discharge to my said Trustee.

*Ed*  
*S. de la*  
*Jun*



IN TESTIMONY WHEREOF I have to this my Last Will and Testament, written upon this and the four preceding pages of paper, subscribed my name this 4 day of <sup>March</sup> March, A.D. 1982.

SIGNED, PUBLISHED AND DECLARED )  
by the said Testator, )  
STUART DILLON BAXTER, )  
as and for his Last Will and )  
Testament, in the presence of )  
us both present at the same )  
time, who at his request, in )  
his presence and in the )  
presence of each other, have )  
hereunto subscribed our names )  
as witnesses. )

*Stuart D. Baxter*

WITNESS: *[Signature]* )

ADDRESS: *[Address]* )

OCCUPATION: *[Occupation]* )

WITNESS: *[Signature]* )

ADDRESS: 100 SARLES ST. )

OTTAWA, ONT )

OCCUPATION: *[Occupation]* )

Count File No.

*34800/119*

**SUPERIOR COURT OF JUSTICE**

at **OTTAWA**

**IN THE ESTATE OF STUART DILLON  
BAXTER**

, deceased

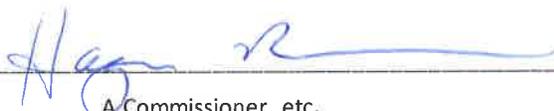
**CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE WITH A WILL**

Name, address, telephone number and fax number of lawyer  
or applicant

**WINDLE LAW FIRM  
249 McLeod Street  
Ottawa, Ontario K2P 1A1  
J. Thomas Windle (LSUC26595C)**

**Tel: 613-231-2734  
Fax: 613-231-7267**

THIS IS EXHIBIT "B" TO THE  
AFFIDAVIT OF RACHEL BAXTER  
SWORN BEFORE ME  
THIS MARCH 25<sup>th</sup> 2020



A Commissioner, etc.

Dazen L. Brien  
Commissioner of Oaths  
Being a Solicitor  
Province of New Brunswick

LRO # 4 **Transmission By Personal  
Representative-Land**

Received as OC1985667 on 2018 04 13 at 13:17

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

### Properties

PIN 04679 - 0119 LT  
 Description LT 156, PL 429066 ; S/T CR445826,CR452818,CR497230,CR502744 NEPEAN  
 Address 74 BEAVER RIDGE  
 NEPEAN

### Deceased(s)

Name BAXTER, STUART D.  
 Address for Service  
 Date of death was 2017/01/08

### Applicant(s)

Capacity

Share

Name BAXTER, RACHEL ROSE DILLON Estate Trustee With A Will  
 Address for Service 113 Valley Ranch Road, Irishtown, NB E1H 3R2

The applicant is entitled to be the owner by law, as Estate Trustee of the estate of the deceased owner.  
 This document is not authorized under Power of Attorney by this party.

### Statements

The property is subject to debts of the deceased  
 The applicant is appointed as Estate Trustee with a will by SUPERIOR COURT OF JUSTICE at OTTAWA Court, under file number 34800/17, dated 2017/05/11 and is still in full force and effect.  
 This document relates to registration number(s)CR616284

### Signed By

John Thomas Windle 249 McLeod Street acting for Signed 2018 04 13  
 Ottawa Applicant(s)  
 K2P 1A1

Tel 613-231-2734

Fax 613-231-7267

I have the authority to sign and register the document on behalf of the Applicant(s).

### Submitted By

THOMAS J WINDLE LAW OFFICE 249 McLeod Street 2018 04 13  
 Ottawa  
 K2P 1A1

Tel 613-231-2734

Fax 613-231-7267

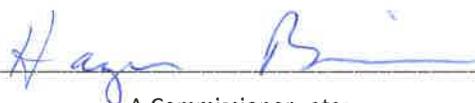
### Fees/Taxes/Payment

Statutory Registration Fee \$63.65  
 Total Paid \$63.65

THIS IS EXHIBIT "C" TO THE  
AFFIDAVIT OF RACHEL BAXTER

SWORN BEFORE ME

THIS MARCH 25<sup>th</sup> 2020

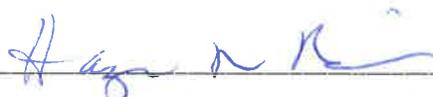


A Commissioner, etc.

Hazen L. Brien  
A Commissioner of Oaths  
Being a Solicitor  
Province of New Brunswick



THIS IS EXHIBIT "D" TO THE  
AFFIDAVIT OF RACHEL BAXTER  
SWORN BEFORE ME  
THIS MARCH 25<sup>th</sup> 2020



---

A Commissioner, etc.

A Commissioner of Oaths  
Being a Solicitor  
Province of New Brunswick



290 Bronte St. S  
Milton ON L9T 1Y8  
Telephone: 905-625-1234  
Facsimile: 905-625-2625  
www.pchs.ca

## NOTICE

O/C-A

Our office has been requisitioned by the solicitors representing the mortgagee of this property, to ascertain the names of all occupants residing within.

We have recently attended this property to find no one at home. This is an important matter concerning your mortgage.

**Please contact our office immediately so that we may complete this request:**

**905-625-1234 or 800-594-7069**

Your cooperation in this matter is greatly appreciated.

POSTING DATE: Feb 21/17

POSTING TIME: 12:40 pm

**\*\* KINDLY REFER TO YOUR MORTGAGE # OR PROPERTY ADDRESS  
WHEN LEAVING A MESSAGE \*\***

Thank you,  
Pro-Check Home Services  
Occupancy Check Department  
905-625-1234  
800-594-7069



1136 Matheson Blvd. East  
Mississauga, Ontario L4W-2V4  
Telephone: (905)625-1234  
Facsimile: (905)625-2625

# Notice

## 74 BEAVER RIDGE RD, OTTAWA, ONTARIO

Our firm has been requisitioned by **Scotia Mortgage Corp** to ascertain the names of all occupants residing within. As we have recently attended this property to find no one at home, if we do not receive a response from this notice within **24 hours** we will assume the property is vacant and change all the locks and take possession - **This is an important matter that requires your immediate attention.**

**Please contact our office immediately so that we may complete this request:**

**905-625-1234 or 800-594-7069**

Your cooperation in this matter is greatly appreciated.

POSTING DATE: MARCH 15 / 17

POSTING TIME: 4:40 p.m.

**\*\* KINDLY REFER TO YOUR PROPERTY ADDRESS WHEN LEAVING A MESSAGE \*\***

Thank you,  
Pro-Check Home Services  
Occupancy Check Department  
905-625-1234  
800-594-7069

**KELLY SANTINI**  
lawyers | avocats    LLP | SRL

Proudly continuing  
the practice of  
Hamilton | Appotive LLP

February 4, 2017

Stuart D. Baxter  
74 Beaver Ridge  
Nepean, Ontario K2E 6E4

Estate of Stuart D. Baxter  
c/o 74 Beaver Ridge  
Nepean, Ontario K2E 6E4

Dear Mr. Baxter:

**RE:        ScotiaLine No.:    4538-156-692-688**  
**ScotiaLine No.:    4538-167-890-263**  
**Address:                74 Beaver Ridge, Nepean, Ontario**  
**(the "Property")**  
**Our File No.:         020-79962**

---

We are solicitors for the Scotia Mortgage Corporation and/or The Bank of Nova Scotia and we have been requested to commence legal proceedings to take possession of the Property, and to sell it in order to payout your indebtedness to them.

Our client advises that your Mortgage payments for the Property are, and have been, consistently in arrears. This cannot continue. The terms of your mortgage contract require that payments are to be made on, or before, the due date and that you perform all of the covenants in your Mortgage, such as keeping taxes up-to-date and maintaining insurance on the Property.

The legal proceedings are being taken because the Mortgage is in *default*. As this Mortgage is given under a program that secures your indebtedness to the Bank, there are additional consequences.

The terms of your Mortgage provide that all of the lawyer's costs and Scotia Mortgage Corporation's expenses, in any collection proceedings, are for your account and will be recovered out of the sale of the Property. If during that process you should reinstate the mortgage or redeem the same, these costs must be *paid in full*, as a condition of the reinstatement.

Ordinarily these costs will exceed \$2,000.00.

# KELLY SANTINI

lawyers avocats LLP|SRL

Proudly continuing  
the practice of  
Hamilton | Appotive LLP

September 5, 2017

Estate of Stuart D. Baxter  
c/o Rachel Baxter  
599 Main Street, suite 201  
Moncton, Ontario E1C 1C8

COPY

Dear Ms. Baxter:

<b>RE: Creditor:</b>	<b>The Bank of Nova Scotia</b>
<b>Debtor:</b>	<b>BAXTER, Stuart D.</b>
<b>Scotialine Account No.:</b>	<b>4538-167-890-263</b>
<b>Scotialine Account No.:</b>	<b>4538-156-692-688</b>
<b>Our File No.:</b>	<b>020-83816</b>

We are solicitors for The Bank of Nova Scotia and we have been requested to commence legal proceedings to take possession of the Property, and to sell it in order to payout your indebtedness to them.

Our client advises that your Scotialine payments are, and have been, consistently in arrears. This cannot continue. The terms of your mortgage contract require that payments are to be made on, or before, the due date and that you perform all of the covenants in your Credit Agreement, such as keeping taxes up-to-date and maintaining insurance on the Property.

The legal proceedings are being taken because the Scotialine is in default. As this Scotialine is given under a program that secures your indebtedness to the Bank, there are additional consequences.

Your Scotialine Account number **4538-167-890-263**, is in default in the amount of **\$7,754.85**. This amount must be **paid in full**. And your Scotialine Account number **4538-156-692-688**, is in default in the amount of **\$244,314.19**. This amount must be **paid in full**.

The terms of your Scotialine provide that all of the lawyer's costs and The Bank of Nova Scotia's expenses, in any collection proceedings, are for your account and will be recovered out of the sale of the Property. If during that process you should reinstate the Scotialine or redeem the same, these costs must be paid in full, as a condition of the reinstatement.

Ordinarily these costs will exceed \$2,000.00.

KAREN PERRON  
T 613.369.4795  
kperron@blg.com

GENEVIEVE FAUTEUX  
T 613.787.3732  
gfauteux@blg.com

Borden Ladner Gervais LLP  
World Exchange Plaza  
100 Queen St, Suite 1300  
Ottawa, ON, Canada K1P 1J9  
T 613.237.5180  
F 613.230.8842  
blg.com



Our File No. 309453/000124

January 6, 2020

**Delivered By Facsimile and Email**

**Rachel R.D. Baxter as Estate Trustee for the Estate of Stuart D. Baxter**

599 Main Street, Suite 201

Moncton, NB

E1C 1C8

E : Baxterlaw-angel@outlook.com

F : 506.388.1828

Dear Ms. Baxter,

**Re: Indebtedness to Bruyère Continuing Care**

We are the lawyers for Bruyère Continuing Care Inc. (“Bruyère”).

We are writing to you in your capacity as Estate Trustee of the Estate of Stuart D. Baxter (the “Estate”) in respect of the indebtedness owing by the Estate as a result of the care and accommodations provided to Mr. Baxter by Bruyère prior to his passing. As of the date of this letter, the indebtedness owing to Bruyère as a result of these services is \$69,958.51 (the “Indebtedness”).

As acknowledged by you in your previous communications with Bruyère, including a recent phone call with Mary Chan of Bruyère on December 11, 2019, the Indebtedness is memorialized in a loan agreement dated January 21, 2015 between Mr. Baxter and Bruyère and a promissory note dated January 21, 2015 (collectively the “Agreement”). As security for the Indebtedness, a charge in favour of Bruyère was registered on title to the property municipally known as 74 Beaver Ridge Rd, Nepean (the “Property”) on January 22, 2015 (bearing instrument no. OC1654435) (the “Charge”). Both the Agreement and the Charge provide that the Indebtedness is to be paid on the earlier of: (i) January 22, 2018 (being three years from the date of registration of the Charge), and (ii) the date on which the Property is sold.

On April 13, 2018 a Transmission by Personal Representative – Land was registered on title to the Property which transferred title to you in your capacity as Trustee of the Estate permitting you to deal with the Property. Pursuant to the terms thereof, all the obligations and covenants of Mr. Baxter as contained in the Agreement and the Charge continue to be binding on the Estate. Moreover, the Agreement confirms that the provisions thereof are binding upon all Mr. Baxter’s

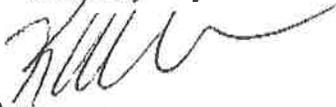
successors, assigns, heirs, executors and administrators. Copies of the Agreement and the Charge are enclosed for ease of reference.

You have advised that the Indebtedness will be paid from the proceeds of sale of the Property and that you expect your brother, who has been living in and maintaining the Property, will soon make an offer to purchase the Property. We further understand that if your brother does not offer to purchase the Property, you will be listing it for sale. Given that this upcoming transaction will not occur prior to January 22, 2020, please find enclosed, for your review and execution, an amending agreement to extend the maturity date of the Agreement and the Charge to the earliest of January 22, 2021 or the sale of the Property (the "**Amending Agreement**"). We have also included for your execution: a) an acknowledgment and direction with an In Preparation Notice appending the Amending Agreement which is to be registered on title to the Property; and b) a waiver of independent legal advice, should you decide not to seek independent legal advice. Finally, please be advised that we have assumed that you have the requisite authority, in your capacity as Trustee of the Estate, to enter into any agreements with respect to the Property, including the Amending Agreement.

Please provide us with pdf copies of the executed documents as soon as possible, and no later than **January 15, 2020**, failing which our client will have no alternative but to commence a claim to recover the Indebtedness, which we trust will not be necessary.

Please reach out to the undersigned if you have any questions. We look forward to hearing from you.

Yours very truly



*for* Karen Perron

KP/gf

Encls.

OTT01: 10242123: v4

THIS IS EXHIBIT "E" TO THE  
AFFIDAVIT OF RACHEL BAXTER  
SWORN BEFORE ME  
THIS MARCH 25<sup>th</sup> 2020



---

A Commissioner, etc.

A Commissioner of Oaths  
Being a Solicitor,  
Province of New Brunswick

**From:** Rachel R. D. Baxter <rachelrdbaxter@hotmail.com>

**Sent:** March 4, 2020 12:17 PM

**To:** Christopher Baxter <cainaco@bellnet.ca>; whitetail338@hotmail.com <whitetail338@hotmail.com>

**Subject:** Fw: Stuart Baxter Estate -- house at 74 Beaver Ridge, Ottawa, ON

Christopher: I would like to focus on the family house in this discussion. As I told you in my January 8th, 2020 e-mail, Bruyere insists on being paid by January, 2021. They are owed \$69,958. They have notified me that if they are not paid by January 22, 2021, they will foreclose. Therefore the house must be sold before January, 2021. This summer is the optimal time to sell the house if it has to be sold to a third party.

Further, there have been no payments on the property taxes for some time. The taxing authority will, I estimate, commence a tax sale this year. If you receive a Notice of Sale at the house, please contact me the same day so that I can do something about it. \$24, 903.26 is currently owing.

Further, Scotiabank's Estate Collections department is now asking me questions about when the house will be sold, and is asking me to provide Mom's death certificate. I understand their PAYOUT figure is about \$253,000.

There are debts of more than \$140,000 that are not registered against the house, but that need to be paid.

I know that you have been telling me since June or July of 2017, that you want to purchase the house, and have told me your accountant, Julie Thacker, is working on your tax returns which you will then present to a bank or credit union to obtain mortgage financing; however, in January, 2020, when I telephoned her, she informed me she had completed your 2015 corporate return. I do not know for which of your corporations, of which you have several. So, you would need to complete 2016 to 2018, and 2019 is due this year. She did not tell me whether any of your personal returns are filed.

In May, 2017 when you and I consulted the two real estate agents, Vera Gajdicar, and Patrick Morris, they verbally told us the house was worth \$500,000. (There was no written "appraisal".) I am informed that if it was worth \$500K three years ago, then its present value is likely in the range of \$600,000 now, by a real estate lawyer who says the market is "hot". So, if you were to buy the house for \$500,000 now, you would receive a house worth more than \$500,000.

I understand you also intend to refinance your commercial building at 71 Industrial Avenue, in Carleton Place.

I have no information that would allow me to be certain that you will purchase the house before this summer. You have had 2 1/2 years to get your finances organized and to obtain mortgage financing, and you have not yet done so. I have held off creditors for 3 years. It appears they will not wait much longer and they have warned me of their plans to foreclose.

Therefore if you cannot purchase the house by April 15, 2020, I have to put the house on the real estate market with a real estate agent, by April 30th, 2020 for its current market value, which is greater than \$500,000. If you cannot buy the house, I would ask you to make arrangements to move out on or before Friday, April 20th, 2020, 5 pm. This gives you more than one and a half months notice. Since 2018, the house has been registered in my name as Estate Trustee. It will not devolve, by operation of law, to you or me personally. That only occurs when real estate remains in the deceased's name.

I wish that things were different. I do not want to do this. However, I must sell the house now because, after 3 years, the creditors will not give me any more time.

When you move out, you can bring your bedroom furniture, and any of your own furniture, your own appliances, and your own personal possessions that you personally purchased or received. You can bring all the towels and sheets and blankets and duvets and pillows. You can bring the everyday dishes, pots and pans, kitchen utensils, and the white and gold china set that mom left you. You can bring a dining table of your choice, and four dining chairs. You can bring a sofa and an armchair. All of the other items can be left in the house. I will report to you on their disposition, as per my duties as an estate trustee.

I would ask you not to remove any OTHER property of mom or dad BEFORE you make a request to me in writing AND BEFORE you obtain my agreement in writing. I will be reasonable.

I encourage you to talk with me.

I understand you are doing well, financially, at the present time. If that changes, talk to me and I may be able to arrange a personal loan from my personal funds in order to help you move out of the house, or to make a rent payment for an apartment.

I will not know if there are sufficient funds in the estate to pay out any bequests UNTIL the house is sold and UNTIL ALL the debts of the estate are satisfied. The failure to sell the house has held up the winding-up of the estate.

After the house is sold and the debts are paid, I will be in a position to provide you with a formal accounting of the income, expenses, assets and debts of the estate, as per my duties as estate trustee.

Rachel Baxter  
113 Valley Ranch Road  
Irishtown, N.B.  
E1H 2R2  
Tel: (506) 382-0821  
office phone: (506) 854-4445  
Fax: (506) 388-1828  
e-mail: [rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)  
office e-mail: [baxterlaw-angel@outlook.com](mailto:baxterlaw-angel@outlook.com)

**RACHEL BAXTER**  
Applicant

-and- **CHRISTOPHER BAXTER**  
Respondent

**Court File No. CV 20 000 83295 0000**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
OTTAWA

**APPLICATION RECORD**

Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, ON K2H 9G1

Neil Milton  
(LSO #33823T)

Tel: (613) 567-4689  
Fax: (866) 397-9227

NMILTON@ONTARIO-PROBATE.CA

Lawyers for the Applicant

This is Exhibit "U" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022

COURT FILE NO.: 20-83295

DATE: August 17, 2020

## ONTARIO

## SUPERIOR COURT OF JUSTICE

## IN THE ESTATE OF STUART DILLON BAXTER

BETWEEN:

RACHEL BAXTER, Estate Trustee for the  
Estate of Stuart Dillon Baxter

Applicant

) Hala Tabl for the Applicant

- and -

CHRISTOPHER BAXTER

Respondent

) Self-represented Respondent

) HEARD: August 10 and 17, 2020

ENDORSEMENT ON APPLICATION FOR WRIT OF POSSESSIONJUSTICE SALLY GOMERY

[1] Rachel Baxter, in her capacity as Estate Trustee for the Estate of her late father Stuart Dillon Baxter, applies for a writ of possession in respect of a property at 74 Beaver Ridge Road, Ottawa (the "Property"). She also seeks an order requiring her brother, Christopher Baxter, to deliver vacant possession of the property by no later than September 18, 2020.

[2] In this endorsement, I will refer to all three members of the Baxter family by their first names.

[3] The motion was originally set to proceed on August 10, 2020. Christopher attended that day and told the court that he had not had proper notice of this proceeding. Given some issues with the affidavit of service and a potential lack of communication from Christopher's former legal

counsel, I adjourned the hearing to today. The purpose of the adjournment was to give Christopher the opportunity to file responding materials and a factum. He has not done so. Rachel's evidence is therefore unchallenged.

[4] Stuart died on January 8, 2017. His wife pre-deceased him. Rachel and Christopher are his children and the only beneficiaries to his Estate. Rachel was named as executor in Stuart's last will. She was appointed estate trustee with a will for Stuart's Estate on May 11, 2017.

[5] The Estate has unpaid debts in excess of \$450,000, including over \$254,000 owed on a line of credit to the Bank of Nova Scotia ("BNS") and about \$70,000 owed to Bruyère Continuing Care. Both of these debts are secured by mortgages against the Property. The Estate owes property taxes of over \$20,000 for the years 2017 forward and unsecured credit card debt of over \$80,000.

[6] Lawyers for BNS notified the Estate in March 2017 and again in December 2017 that mortgage payments were and had been consistently in arrears. According to Rachel's affidavit sworn March 25, 2020, Christopher has made some payments to BNS, but has not reduced the principal amount owed or paid any of the property taxes owed.

[7] On January 6, 2020, lawyers for Bruyère Continuing Care extended the maturity date for its loan to January 22, 2021 or the sale of the Property, whichever came first.

[8] In an email to Christopher on March 4, 2020, Rachel advised that the Estate's creditors were no longer willing to wait for repayment and that the Property would have to be sold. She set a deadline of April 20, 2020 for Christopher to move out and encouraged him to contact her.

[9] According to Rachel's affidavit, Christopher has frequently expressed a desire to purchase the Property from the Estate but has never made a formal offer. He had not responded to her email when she swore her affidavit.

[10] During the hearing of this motion, Rachel's lawyer acknowledged that the Estate has not yet been sued by any of its creditors. According to Rachel's sworn affidavit, however, the Estate does not have sufficient assets other than the Property with which to pay its debts. There is no evidence to the contrary. I am satisfied, on the material before me, that the Property must be sold

in order for the Estate to pay its debts and it must be put on the market as soon as reasonably possible to avoid costly legal proceedings for the Estate.

[11] Section 17 of the *Estates Administration Act*, R.S.O. 1990, c. E.22, empowers an estate trustee to sell property owned by the estate. The consent of beneficiaries is not required if the sale is made for the purpose of paying the estate's debts.

[12] Rule 60.10 of the *Rules of Civil Procedure* provides that a writ of possession may be issued only with leave of the court, where the court is satisfied that a person in possession of the property at issue has received sufficient notice of the proceeding.

[13] At this morning's hearing, Christopher sought a further adjournment to retain legal counsel. I declined to give him more time. I find that he has had ample notice of the need to sell the Property to pay the Estate's debts and sufficient time to respond to this proceeding.

[14] I find that it is in the interests of all parties that the Property be sold so that the Estate can pay out its debts and distribute any balance to the beneficiaries. Should Christopher wish to acquire it, and have the means to do so, he may make an offer to purchase it when it is put on the market.

[15] The application is therefore granted, with costs of \$3000 plus HST. The costs shall be paid from Christopher's share of the Estate, if any balance remains after its debts are paid. If the balance is insufficient to pay these costs, then Christopher shall pay the costs personally.



---

Justice Sally Gomery

ONTARIO

SUPERIOR COURT OF JUSTICE

**BETWEEN:**

**IN THE ESTATE OF STUART DILLON BAXTER**

**BETWEEN:**

RACHEL BAXTER, Estate Trustee for the  
Estate of Stuart Dillon Baxter

Applicant

**- and -**

CHRISTOPHER BAXTER

Respondent

---

**ENDORSEMENT ON APPLICATION FOR WRIT  
OF POSSESSION**

---

Justice Sally Gomery

**Released:** August 17, 2020

Court File No. 20 000 83295 0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
JUSTICE S. GOMBERG ) MONDAY THE 17<sup>th</sup>  
) DAY OF AUGUST, 2020

**IN THE ESTATE OF STUART DILLON BAXTER**

BETWEEN:

**RACHEL BAXTER**, estate trustee for the estate of Stuart Dillon Baxter  
Applicant

and

**CHRISTOPHER BAXTER**  
Respondent

APPLICATION UNDER RULES 60.03, 60.10 and 75 of the *Rules of Civil Procedure*

**ORDER**

**THIS APPLICATION**, was heard by teleconference call at the Ottawa Courthouse, 161 Elgin Street, Ottawa, ON, K2P 2K1.

**ON READING** the Application Record, and the Applicant's factum, and

**UPON HEARING** the submissions of counsel for the Applicant, and no one appearing for the Respondent, although properly served as appears from the affidavits of service filed,

1. **THIS COURT ORDERS** that the Respondent, deliver vacant possession of the property known as 74 Beaver Ridge Road, Ottawa, ON, no later than Friday, September 18, 2020;

2. **THIS COURT ORDERS** that a writ of possession issue to the estate trustee, Rachel Baxter, in respect of the property known as 74 Beaver Ridge Road, Ottawa, ON, effective Friday, September 18, 2020; and
3. **THIS COURT ORDERS** that the cost of \$3000 plus HST shall be payable by the Respondent to the Applicant from his share of the estate, *or personally if his share is insufficient to pay the full amount.*

*A. Murray J.*

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<b>ENTERED AT OTTAWA</b> <b>INSCRIT A OTTAWA</b>
ON/LE 08/18/2020
DOCUMENT # <u>0411</u>
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13

**RACHEL BAXTER,**  
estate trustee for the estate of Stuart Dillon Baxter  
Applicant

-and- **CHRISTOPHER BAXTER**

Respondent

**Court File No. 20 000 83295 0000**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
OTTAWA

**ORDER**

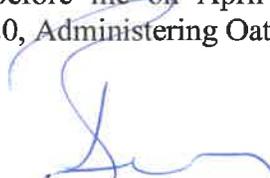
Miltons Estates Law  
200-15 Fitzgerald Road  
Ottawa, ON K2H 9G1

Neil Milton  
(LS0 #33823T)

Tel: (613) 567-7824  
Fax: 1-866-397-9227  
nmilton@ontario-probate.ca

Lawyer for the Applicant

This is Exhibit "V" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

**Brenda Desjardins**

---

**From:** Miriam Vale Peters  
**Sent:** January 25, 2021 12:57 PM  
**To:** Neil Milton  
**Cc:** Peter Zachar  
**Subject:** RE: The estate of Stuart Baxter

Hello Neil,

I had asked Ms. Baxter for her availability through the end of June so I could schedule this application. Can you tell me what dates you are not available?

I'll leave my substantive response to your letter to my materials or a letter, we shall see.

In the meantime, it sounds like your client is not prepared to make a counteroffer on the sale of the property. It also seems to me that she wants to list the property for sale and incur unnecessary real estate fees. That speaks to her diligence as Estate Trustee. In addition, if she is planning to list the property for sale immediately (as opposed to waiting for the application to be heard), I will have no choice but to seek instructions to bring a motion for a certificate of pending litigation. It would be easier if Rachel agreed not to sell the property pending the results of the application. Let me know your thoughts on this.

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive

Ottawa, Ontario K1H 8L5

Direct line: (613) 733-3209

Tel: (613) 733-3000 ext. 107

Fax: (613) 523-2924

[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)

[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

---

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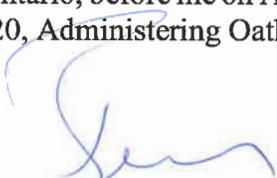
**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** January 25, 2021 10:05 AM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Rachel R. D. Baxter <[rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)>  
**Subject:** The estate of Stuart Baxter

Ms. Vale-Peters –

Please see the attached letter and enclosure.

Neil Milton  
Miltons Estates Law  
Serving all of Ontario.  
Direct: 613.567.4689  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)

This is Exhibit "W" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

## Brenda Desjardins

---

**From:** Miriam Vale Peters  
**Sent:** February 4, 2021 2:00 PM  
**To:** Neil Milton  
**Cc:** Peter Zachar  
**Subject:** RE: The estate of Stuart Baxter

The application will include a claim for a constructive trust over the property. It has been prepared, but we need to discuss dates. The new procedure is that we agree on a date first, and then book it. We can agree that the first appearance will be for the CPL alone. I am happy to agree to a timetable with respect to my materials, delivery of yours and cross examinations if necessary. So perhaps you can tell me your non-availability from now until the end of June.

If your client is going to be listing the property for sale prior to the first return date, then I'll have to seek an urgent appearance.

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive  
 Ottawa, Ontario K1H 8L5  
 Direct line: (613) 733-3209  
 Tel: (613) 733-3000 ext. 107  
 Fax: (613) 523-2924  
[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)  
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KMH Lawyers would love your feedback. Post a review to our profile.

<https://g.page/KMHLawyers/review?rc>

---

**From:** Neil Milton <nmilton@miltonsip.com>  
**Sent:** February 4, 2021 1:17 PM  
**To:** Miriam Vale Peters <mvp@kmhlawyers.ca>  
**Cc:** Peter Zachar <pzachar@kmhlawyers.ca>  
**Subject:** RE: The estate of Stuart Baxter

I am at a loss how the claim, as alleged, entitles your client to a CPL. There is no in rem element to your allegations. To be clear, your client is entitled to assert a claim, but I see no basis for that to interfere with sale of the house to the detriment of the secureds and the estate.

You are welcome to book a return date. The likelihood of it proceeding on the first return on the merits is close to zero. The first return will need to be for scheduling. We have not even seen an affidavit from your client and the prospects of a judge ordering a CPL without examination of your client is nil.

Accordingly, scheduling a short first return, if you must, is acceptable.

Neil Milton  
Miltons Estates Law  
Serving all of Ontario.  
Direct: 613.567.4689  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)

---

**From:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Sent:** February 4, 2021 1:09 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** RE: The estate of Stuart Baxter  
**Importance:** High

Hello Neil,

I haven't heard back from you regarding my e-mail below. If I don't hear back, I'll assume that I have to proceed with a motion for a CPL.

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***  
Suite B0001-2323 Riverside Drive  
Ottawa, Ontario K1H 8L5  
Direct line: (613) 733-3209  
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---

**From:** Miriam Vale Peters  
**Sent:** January 25, 2021 12:57 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>

**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>

**Subject:** RE: The estate of Stuart Baxter

Hello Neil,

I had asked Ms. Baxter for her availability through the end of June so I could schedule this application. Can you tell me what dates you are not available?

I'll leave my substantive response to your letter to my materials or a letter, we shall see.

In the meantime, it sounds like your client is not prepared to make a counteroffer on the sale of the property. It also seems to me that she wants to list the property for sale and incur unnecessary real estate fees. That speaks to her diligence as Estate Trustee. In addition, if she is planning to list the property for sale immediately (as opposed to waiting for the application to be heard), I will have no choice but to seek instructions to bring a motion for a certificate of pending litigation. It would be easier if Rachel agreed not to sell the property pending the results of the application. Let me know your thoughts on this.

Sincerely,

**Miriam Vale Peters**  
**Partner**

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---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>

**Sent:** January 25, 2021 10:05 AM

**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>

**Cc:** Rachel R. D. Baxter <[rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)>

**Subject:** The estate of Stuart Baxter

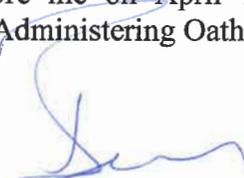
Ms. Vale-Peters –

Please see the attached letter and enclosure.

Neil Milton  
Miltons Estates Law

Serving all of Ontario.  
Direct: 613.567.4689  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)

This is Exhibit "X" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

## Brenda Desjardins

---

**From:** Miriam Vale Peters  
**Sent:** February 11, 2021 9:39 AM  
**To:** 'Neil Milton'  
**Cc:** Peter Zachar; Brenda Desjardins  
**Subject:** RE: The estate of Stuart Baxter

Hello Neil,

I haven't back from you regarding your availability so I am going to be scheduling in accordance with my availability. You'll be served with the Notice of Application shortly.

Sincerely,

**Miriam Vale Peters**  
**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive  
 Ottawa, Ontario K1H 8L5  
 Direct line: (613) 733-3209  
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**Subject:** RE: The estate of Stuart Baxter

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**From:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Sent:** February 4, 2021 1:09 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>

**Subject:** RE: The estate of Stuart Baxter

**Importance:** High

Hello Neil,

I haven't heard back from you regarding my e-mail below. If I don't hear back, I'll assume that I have to proceed with a motion for a CPL.

Sincerely,

**Miriam Vale Peters**

**Partner**

**KMH | LAWYERS\***

Suite B0001-2323 Riverside Drive

Ottawa, Ontario K1H 8L5

Direct line: (613) 733-3209

Tel: (613) 733-3000 ext. 107

Fax: (613) 523-2924

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---

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<https://g.page/KMHLawyers/review?rc>

---

**From:** Miriam Vale Peters

**Sent:** January 25, 2021 12:57 PM

**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>

**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>

**Subject:** RE: The estate of Stuart Baxter

Hello Neil,

I had asked Ms. Baxter for her availability through the end of June so I could schedule this application. Can you tell me what dates you are not available?

I'll leave my substantive response to your letter to my materials or a letter, we shall see.

In the meantime, it sounds like your client is not prepared to make a counteroffer on the sale of the property. It also seems to me that she wants to list the property for sale and incur unnecessary real estate fees. That speaks to her diligence as Estate Trustee. In addition, if she is planning to list the property for sale immediately (as opposed to waiting for the application to be heard), I will have no choice but to seek instructions to bring a motion for a certificate of pending litigation. It would be easier if Rachel agreed not to sell the property pending the results of the application. Let me know your thoughts on this.

Sincerely,

**Miriam Vale Peters**

Partner

**KMH | LAWYERS\***

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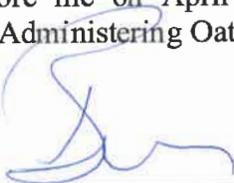
**From:** Neil Milton <[nmilton@miltontsip.com](mailto:nmilton@miltontsip.com)>  
**Sent:** January 25, 2021 10:05 AM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Rachel R. D. Baxter <[rachelrdbaxter@hotmail.com](mailto:rachelrdbaxter@hotmail.com)>  
**Subject:** The estate of Stuart Baxter

Ms. Vale-Peters –

Please see the attached letter and enclosure.

Neil Milton  
Miltonts Estates Law  
Serving all of Ontario.  
Direct: 613.567.4689  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)

This is Exhibit "Y" referred to in the Affidavit of Christopher Baxter sworn by Christopher Baxter at the City of Ottawa, in the Province of Ontario, before me on April 19, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**Brenda Joy Desjardins, a Commissioner, etc.,  
Province of Ontario, for KMH Lawyers  
Expires December 27, 2022**

**Brenda Desjardins**

---

**From:** Brenda Desjardins  
**Sent:** February 18, 2021 2:39 PM  
**To:** Neil Milton  
**Cc:** Miriam Vale Peters; Peter Zachar  
**Subject:** RE: The estate of Stuart Baxter  
**Attachments:** Issued Notice of Application.pdf

Good afternoon Mr. Milton,

I have attached the Notice of Application for service on you pursuant to the *Rules of Civil Procedure*. Could you please indicate your acceptance of service on the backpage and return to me.

Thank you,

**Brenda Desjardins**  
**Litigation Law Clerk**

**KMH | LAWYERS**\*

Suite B0001-2323 Riverside Drive

Ottawa, Ontario K1H 8L5

Tel: (613) 733-3000 x116

Fax: (613) 523-2924

[bdesjardins@kmhlawyers.ca](mailto:bdesjardins@kmhlawyers.ca)

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---

Feel free to write us a Google review to tell us how you enjoyed our service. We strive to deliver the best service possible to our clients and for us reviews are a great indicator of how we are doing. Click [here](#) to leave a review for KMH Lawyers  
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---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** February 18, 2021 9:53 AM  
**To:** Brenda Desjardins <[bdesjardins@kmhlawyers.ca](mailto:bdesjardins@kmhlawyers.ca)>  
**Cc:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>; Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** Re: The estate of Stuart Baxter

Yes, we will accept service.

Neil Milton  
Miltons Law  
Tel. Direct 613 567 4689

Fax 866 397 9227  
 Mail 200-15 Fitzgerald Road, Ottawa, ON K2H 9G1

---

**From:** Brenda Desjardins <[bdesjardins@kmhlawyers.ca](mailto:bdesjardins@kmhlawyers.ca)>  
**Sent:** Thursday, February 18, 2021 3:52:01 PM  
**To:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Cc:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>; Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** RE: The estate of Stuart Baxter

Mr. Milton,

I am expecting the issued copy of the Notice of Application to come back to me, hopefully today. I submitted it last Thursday through the portal and checked with Nathan at the courthouse yesterday and he indicated that ours is close to the top of the pile. Can you please advise if you will be accepting service? I have attached a copy of the Notice of Application and will send the issued one once I receive it.

Regards,

**Brenda Desjardins**  
**Litigation Law Clerk**

**KMH | LAWYERS**

\*  
 Suite B0001-2323 Riverside Drive  
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 Fax: (613) 523-2924  
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[www.kmhlawyers.ca](http://www.kmhlawyers.ca)

---

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---

**From:** Neil Milton <[nmilton@miltonsip.com](mailto:nmilton@miltonsip.com)>  
**Sent:** February 4, 2021 1:17 PM  
**To:** Miriam Vale Peters <[mvp@kmhlawyers.ca](mailto:mvp@kmhlawyers.ca)>  
**Cc:** Peter Zachar <[pzachar@kmhlawyers.ca](mailto:pzachar@kmhlawyers.ca)>  
**Subject:** RE: The estate of Stuart Baxter

I am at a loss how the claim, as alleged, entitles your client to a CPL. There is no in rem element to your allegations. To be clear, your client is entitled to assert a claim, but I see no basis for that to interfere with sale of the house to the detriment of the secureds and the estate.

You are welcome to book a return date. The likelihood of it proceeding on the first return on the merits is close to zero. The first return will need to be for scheduling. We have not even seen an affidavit from your client and the prospects of a judge ordering a CPL without examination of your client is nil.

Accordingly, scheduling a short first return, if you must, is acceptable.

Neil Milton  
Miltons Estates Law  
Serving all of Ontario.  
Direct: 613.567.4689  
[nmilton@ontario-probate.ca](mailto:nmilton@ontario-probate.ca)



Court File No. CV-21-85839-ES

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHRISTOPHER BAXTER

Applicant

and

RACHEL BAXTER in her capacity as Estate Trustee of the ESTATE OF  
STUART DILLON BAXTER

Respondent

APPLICATION UNDER Sections 5 and 37 of the *Trustee Act*, R.S.O. 1990 c. T.23, Sections 39 and 50 of the *Estates Act*, R.S.O. 1990 c. E.21, Section 103 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and Rules 14.05(3)(a)-(c), 16.04, 16.06, 42, 57, 74.04, 74.15(1)(d), (h), (i), 74.16, 74.17, 74.18, 75.04, and 75.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194

**NOTICE OF APPLICATION**

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- In person  
 By telephone conference  
 By video conference

at the following location: by videoconference, details to be provided prior to the application date.

on \_\_\_\_\_, 2021, at \_\_\_\_\_,

-2-

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date February 18, 2021

Issued by \_\_\_\_\_

Local Registrar

Address of court office: 161 Elgin Street  
Ottawa ON  
K2P 2K1

TO: **MILTONS I P**  
Barristers and Solicitors  
15 Fitzgerald Road  
Suite 200  
Ottawa ON  
K2H 9G1

**Neil Milton**  
LSO# 33823T  
nmilton@miltonsip.com  
Tel: 613-567-4689  
Fax: 866-397-9227

Lawyers for the Respondent  
Rachel Baxter in her capacity as Estate Trustee of the ESTATE OF STUART  
DILLON BAXTER

-3-

## APPLICATION

1. The Applicant, Christopher Baxter, makes application for:
  - (a) An Order removing the Respondent Rachel Baxter (“Ms. Baxter”) as Estate Trustee of the Estate and appointing Christopher Baxter (“Mr. Baxter”) as Estate Trustee;
  - (b) An Order that the Respondent Ms. Baxter file an application to pass accounts and pass her accounts as Estate Trustee for the Estate of Stuart Dillon Baxter (“the Estate”) from January 8, 2017 (“the date of death”) to the date of filing of this Application or such further and other date within 45 days of the date of this Order or such further and other timeframe to be determined by this Honourable Court;
  - (c) An Order requiring Ms. Baxter to file with the Court a statement of assets, including all global assets of the Estate within 15 days of the date of this Order or such further and other timeframe to be determined by this Honourable Court;
  - (d) An Order that the Estate or Ms. Baxter personally compensate Mr. Baxter for its unjust enrichment in the amount of \$390,000 for value received or such further and other amount to be determined by this Honourable Court;
  - (e) A Declaration that the property located at 74 Beaver Ridge, Nepean, Ontario and legally described as LT 156, PL 429066 ; S/T CR445826, CR452818, CR497230, CR502744 (“the Property”) or the proceeds of sale of the Property is the subject of a trust or other equitable interest for the benefit of Mr. Baxter;

-4-

- (f) In the alternative, an Order that the Property or net proceeds of its sale be transferred to Mr. Baxter;
  - (g) An Order that the Estate reimburse Mr. Baxter for debts owed to him by the Estate;
  - (h) Leave to issue and register a Certificate of Pending Litigation against the Property;
  - (i) An Order validating or for substituted service or dispensing with service of this Application, if necessary;
  - (j) An Order that Ms. Baxter in her personal capacity pay the costs of this Application and of the application for a passing of accounts;
  - (k) In the alternative, costs;
  - (l) Interest in accordance with the *Courts of Justice Act*; and
  - (m) Such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:
- (a) The Deceased died on January 8, 2017;
  - (b) The parties are the children of the Deceased;
  - (c) The Deceased had a Will dated March 4, 1982 (“the Will”) in which, *inter alia*, the parties are the sole beneficiaries of the Estate, and he named Ms. Baxter as Estate Trustee;
  - (d) A Certificate of Appointment was granted to Ms. Baxter on May 11, 2017;

-5-

- (e) Ms. Baxter has lived in New Brunswick since the late 1980s and currently lives there;
- (f) At all material times, Mr. Baxter lived with the Deceased;
- (g) In or about 2004 the Deceased developed serious medical issues, at which point Mr. Baxter began to care for him;
- (h) Mr. Baxter did not collect compensation for the care he provided to the Deceased;
- (i) The Will directs the Estate Trustee to, *inter alia*, pay out estate debts;
- (j) Between in or about 2004 to 2007, Mr. Baxter loaned the Deceased money in excess of \$100,000;
- (k) In or about 2016, Mr. Baxter decreased the amount of his loan to the Deceased to \$50,000;
- (l) In or about July 2017 Mr. Baxter made a lump sum payment to the Estate's creditors to bring the Estate's debts out of default;
- (m) Since in or about July 2017, Mr. Baxter has been making payments to avoid having the Estate's debts fall into default;
- (n) Mr. Baxter has a trust or equitable interest in the Property or net proceeds of sale of the Property;
- (o) In the alternative, Mr. Baxter is a creditor of the Estate;

-6-

- (p) On or about April 30, 2020, Ms. Baxter brought an application for a Writ of Possession for the Property;
- (q) On or about August 17, 2020, Justice Gomery ordered vacant possession of the Property to Ms. Baxter as Estate Trustee;
- (r) On or about October 8, 2020, Mr. Baxter was evicted from the Property;
- (s) To the date of this Notice, Ms. Baxter has taken no steps to sell the Property;
- (t) Mr. Baxter seeks to purchase the Property from the Estate and made an offer to Ms. Baxter as Estate Trustee on January 15, 2021;
- (u) Ms. Baxter did not accept the offer, nor did she make a counteroffer, and instead now seeks to sell the Property on the open market incurring unnecessary brokerage and legal costs;
- (v) Since being appointed as Estate Trustee, Ms. Baxter has acted in breach of her common law and statutory duties by, *inter alia*:
  - (i) Delaying the administration of the Estate by, *inter alia*, failing to settle the Estate's debts in a timely manner, including the debt owed to Mr. Baxter;
  - (ii) Failing to settle Mr. Baxter's trust interest in the Estate stemming from the care he provided the Deceased without compensation;
  - (iii) Failing to negotiate Mr. Baxter's purchase of the Property to avoid unnecessary expenses to the Estate;

-7-

- (iv) Failing to proceed with the sale of the Property after receiving an endorsement and order empowering her to do so;
  - (v) Failing to communicate with Mr. Baxter as a beneficiary of the Estate; and
  - (vi) Such further and other particulars to be provided prior to the hearing of this matter.
- 
- (w) Mr. Baxter has reason to believe that Ms. Baxter does not have assets in Ontario;
  - (x) Registering a Certificate of Pending Litigation on the title of the Property is appropriate to preserve Mr. Baxter's interests during this litigation, as Ms. Baxter retains authority to sell the Property;
  - (y) Rules 14.05(3)(a)-(c), 16.04, 16.06, 42, 57, 74.04, 74.15(1)(d), (h), (i), 74.16, 74.17, 74.18, 75.04, and 75.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
  - (z) Section 103 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
  - (aa) Sections 39 and 50 of the *Estates Act*, R.S.O. 1990 c. E.21;
  - (bb) Sections 5 and 37 of the *Trustee Act*, R.S.O. 1990 c. T.23; and
  - (cc) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

-8-

- (a) Affidavit of Christopher Baxter; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 11, 2021

**KMH LAWYERS**  
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**Miriam Vale Peters**

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**Matthew Miklaucic**

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Tel: 613-733-3000  
Fax: 613-523-2924

Lawyers for the Applicant  
Christopher Baxter

TO: **MILTONS I P**  
Barristers and Solicitors  
200-15 Fitzgerald Road  
Ottawa ON K2H 9G1

**Neil Milton**

LSO# 33823T  
nmilton@miltonsip.com  
Tel: 613-567-4689  
Fax: 866-397-9227

Lawyers for the Respondent  
Rachel Baxter in her capacity as Estate Trustee of the ESTATE OF STUART  
DILLON BAXTER

CHRISTOPHER BAXTER

Applicant

-and-

RACHEL BAXTER as Executor of the ESTATE OF STUART  
DILLON BAXTER  
Respondent

CV-21-85839-ES  
Court File No.

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
OTTAWA

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**NOTICE OF APPLICATION**

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**KMH LAWYERS**  
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**Matthew Miklaucic**  
LSO# 809381  
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Fax: 613-523-2924

Lawyers for the Applicant  
Christopher Baxter

Box 173

**CHRISTOPHER BAXTER**

Applicant

-and-

**RACHEL BAXTER** in her capacity as Estate Trustee of the  
**ESTATE OF STUART DILLON BAXTER**  
Respondent

Court File No. CV-21-00085839-00ES

---

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**PROCEEDING COMMENCED AT**  
**OTTAWA**

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**APPLICATION RECORD**

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**KMH LAWYERS**  
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Suite B0001  
Ottawa ON K1H 8L5

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**Matthew Miklaucic**  
LSO# 80938I  
Tel: 613-733-3000

Lawyers for the Applicant  
Christopher Baxter

Box 173