**RELYING ON A NOTICE OF SALE GIVEN PRIOR TO**

**AN ASSIGNMENT OF MORTGAGE: 2272045**

**ONTARIO INC. (RE)**

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1. **Introduction**

A mortgagee in Ontario has a number of remedies available to it if a mortgage goes into default.[[1]](#footnote-1) The remedy most often chosen by mortgagees is the sale of the property pursuant to a power of sale. In order to exercise a power of sale, a mortgagee must give a notice of sale in the form specified in the *Mortgages Act[[2]](#footnote-2)* to the mortgagor and other persons.[[3]](#footnote-3) Where a mortgage has been assigned *before* the notice of sale is given, the name of the assignee of the mortgage and the date of the assignment should be included in the notice of sale.

A mortgagee selling a property under power of sale may conclusively establish that it has complied with the requirements for exercising a power of sale and that it can give good title to a purchaser with three statutory declarations. Section 35 of the *Mortgages Act* provides, in part, as follows: [[4]](#footnote-4)

Subject to the *Land Titles Act* and except where an order is made under section 39, a document that contains all of the following is conclusive evidence of compliance with this Part and, where applicable, with Part II, and is sufficient to give a good title to the purchaser:

1. A statutory declaration by the mortgagee or the mortgagee’s solicitor or agent as to default.

2. A statutory declaration proving service, including production of the original or a notarial copy of the post office receipt of registration, if any.

3. A statutory declaration by the mortgagee or the mortgagee’s solicitor that the sale complies with this Part and, where applicable, with Part II.

Purchasers of property sold under power of sale rely on these statutory declarations to establish that they have obtained good title to the property.

The *Mortgages Act* does not address circumstances where a mortgage is assigned *after* a notice of sale has been given. It is silent on the issue of whether an assignee of a mortgage is entitled to sell a property pursuant to a notice of sale given before the assignment of the mortgage. It also does not address the issue of whether the statutory declarations referred to in section 35 of the *Mortgages Act* should be sworn by the assignor of a mortgage (i.e. the mortgagee at the time the power of sale is commenced) or by the assignee of the mortgage (i.e. the mortgagee from the time the mortgage is assigned until the sale of the property).

In *2272045 Ontario Inc. (Re)* (2011)(“*227*”) [[5]](#footnote-5), the Ontario Superior Court of Justice considered the issue of whether an assignee of a mortgage could rely on a notice of sale given prior to the assignment to sell the property pursuant to a power of sale. Given the mature state of the law of mortgage enforcement, it is somewhat surprising that this question had not been definitively answered prior to this decision. However, as the Court noted, the jurisprudence with respect to this issue was “divided and unclear”.[[6]](#footnote-6)

The Court in *227* ultimately held that an assignee of a mortgage is entitled to sell a property pursuant to a notice of sale delivered before the assignment of the mortgage in certain circumstances. In this respect, the case represents an important development in the law of mortgage enforcement. However, the Court added the proviso that the notice of power of sale papers were to contain, in addition to the section 35 statutory declarations of the assignee and his solicitor, the statutory declarations of the assignor and his solicitor.[[7]](#footnote-7) Unfortunately, the decision does not offer any explanation as to why the proviso was added as a condition of granting the application and does not articulate the evidentiary requirements an assignee of a mortgage must meet to establish that it complied with the requirements for exercising a power of sale and that it can give good title to a purchaser. The case highlights the need for clarification regarding the nature of these requirements.

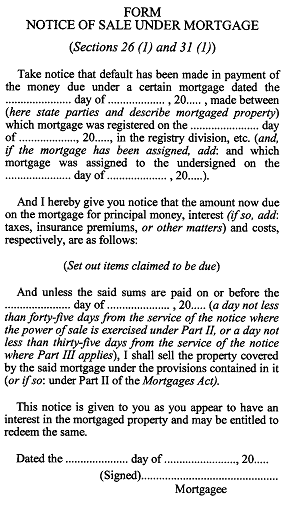
1. **Notice Requirements For Exercising Power of Sale**

The notice requirements for exercising a power of sale contained in a mortgage are set out in Part III of the *Mortgages Act*. Subsection 31(1) of the *Mortgages Act*, which outlines the notice to be given and the manner in which the notice is to be served, provides, in part, as follows: [[8]](#footnote-8)

A mortgagee shall not exercise a power of sale unless a notice of exercising the power of sale in the Form to this Act has been given by the mortgagee to the following persons, other than the persons having an interest in the mortgaged property prior to that of the mortgagee and any other persons subject to whose rights the mortgagee proposes to sell the mortgaged property...

The subsection proceeds to identify the various persons or entities that must be served with the notice depending upon whether the property is registered under the *Land Titles Act*[[9]](#footnote-9)or the *Registry Act[[10]](#footnote-10)*.

As pointed out in paragraph 22 of the decision in *227*, the form referred to in subsection 31(1) is Form 1 of the *Mortgages Act*, which provides as follows:[[11]](#footnote-11)



Although the Form provides that details of an assignment must be provided where the mortgage has been assigned prior to the notice, neither the Form nor the *Mortgages Act* offer any guidance on whether the assignee of a mortgage has the right to rely upon a notice of sale exercised by the assignor of the mortgage. In *Lee v. Korea Exchange Bank of Canada* (1999) (“*Korea Exchange Bank*”),[[12]](#footnote-12) the Court dismissed an application by the purchasers of a property sold under power of sale for an order that they had good title to the property on the basis of subsection 31(1) [formerly subs. 30(1)] of the *Mortgages Act* and the language of Form 1, holding at paragraph 14 that: [[13]](#footnote-13)

It is, I believe, clearly implicit in this language that, if the person exercising the power of sale is an assignee of the mortgage, this must be stated...The reason is that it is imperative that the mortgagor have notice of the identity of the person exercising the power of sale....This is the person with whom the mortgagor would have to deal, or against whom the mortgagor would have to act if the notice was defective, within 35 days if a sale was to be prevented. In consequence, the notice of sale exhibited to the statutory declaration of Canada Trustco’s solicitor did not comply with subsection 30(1) as it was not given by the person proposing to sell the property. It was not a notice of sale for the purposes of that provision.

1. **Notice of Assignment**

Subsection 53(1) of the *Conveyancing and Law of Property Act[[14]](#footnote-14)* provides as follows: [[15]](#footnote-15)

Any absolute assignment made on or after the 31st day of December, 1897, by writing under the hand of the assignor, not purporting to be by way of charge only, of any debt or other legal chose in action of which express notice in writing has been given to the debtor, trustee or other person from whom the assignor would have been entitled to receive or claim such debt or chose in action is effectual in law, subject to all equities that would have been entitled to priority over the right of the assignee if this section had not been enacted, to pass and transfer the legal right to such debt or chose in action from the date of such notice, and all legal and other remedies for the same, and the power to give a good discharge for the same without the concurrence of the assignor.

It has been held that in order to be effectual in law, express notice in writing of the assignment of a mortgage must be given to the mortgagor.[[16]](#footnote-16)

Despite the foregoing, courts in Ontario have expressed a willingness to dispense with formal compliance with the delivery of a written notice of assignment, pursuant to the courts’ equitable jurisdiction. Falconbridge on Mortgages (5th Ed.) provides that:

It does not matter whether the notice is given to the mortgagor by the assignor or the assignee, so long as it is express notice in writing…Where an assignment does not comply with the statute for lack of notice to the debtor, the assignment may nevertheless be a good equitable assignment, in the sense that equity will give effect to the assignee’s claim, even though the debt has not been legally transferred to the assignee.[[17]](#footnote-17)

This reasoning was affirmed in *Adelaide Capital Corp. v. J & B Resources Co.* (1994),[[18]](#footnote-18) wherein the Court held that equity could relieve a failure to comply with the notice requirements with respect to the validity of an assignee’s claim.[[19]](#footnote-19)

1. ***2272045 Ontario Inc. (Re)***
   1. **Facts**

In *227*, M, the owner of a property (“Property”), gave a third mortgage on the Property to O (“Mortgage”). The Mortgage subsequently went into default in late 2009 or early 2010. In November 2010, O, by his solicitors, issued a Notice of Sale (“Notice”) stating that unless the amount owing was paid on or before December 29, 2010, the Property would be sold in accordance with the terms of the Mortgage. On November 23, 2010, the Notice was served on M and all persons entitled to notice under the *Mortgages Act*. The Mortgage was neither redeemed nor put into good standing prior to December 29, 2010, and the Mortgage remained in default at the time of the application.[[20]](#footnote-20)

The applicant, “as mortgagee under power of sale”, entered into an agreement of purchase and sale dated January 25, 2011. This agreement was entered into with a third party purchaser and was executed by the applicant in contemplation of an assignment of the Mortgage from O, pursuant to an agreement to sell and transfer the Mortgage. The solicitor for the mortgagee of the third party purchasers advised the solicitor for the applicant that he was not satisfied that the applicant could convey title to the Property pursuant to the assignor’s power of sale proceedings.[[21]](#footnote-21)

The assignment agreement between O and the applicant was not registered until May 11, 2011; written notice of the assignment was also provided to and acknowledged by M in writing on May 11, 2011. Subsequently, the third party purchaser agreed to enter into a further agreement of purchase and sale identical to the previous agreement dated January 25, 2011. The new agreement was scheduled to close during the week of May 16, 2011.[[22]](#footnote-22)

The issue before the Court was whether the assignee of the Mortgage could rely upon the Notice to sell the Property pursuant to the power of sale.[[23]](#footnote-23)

* 1. **Decision**

The Court commenced its consideration of the issue by reviewing the terms of the Mortgage. The Court noted that the Mortgage, by section 9 of the Standard Charge Terms, provided that on default of payment for at least 15 days, the mortgagee may, on at least 35 days’ notice in writing given to the mortgagor, enter on and lease the land or sell the land.[[24]](#footnote-24) The Court also noted that section 26 of the Standard Charge Terms provided, in part, “that all rights, advantages, privileges, immunities, powers and things secured to...the Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns or successors and assigns as the case may be.”[[25]](#footnote-25)

The Court then considered the decision in *Emedi v. McMaster* (1982) (“*Emedi*”).[[26]](#footnote-26) In *Emedi*, the Court restrained a sale under a mortgage by an assignee pursuant to a notice of sale issued prior to the assignment. The Court quoted the concise endorsement of Trainer J., which states:[[27]](#footnote-27)

Section 30 of the Mortgages Act, R.S.O. 1980, c. 296 must be strictly complied with. An assignee of a mortgage cannot rely on power of sale proceedings commenced by the mortgagee prior to the assignment where no notice of such assignment has been given and where it fails to comply with Form 1 in that it fails to provide notice of the assignment. An interim injunction is to be issued restraining the assignee of the mortgage from proceeding under the power of sale dated March 1, 1982.

The Court went on to review the decision in *490352 Ontario Inc. v. ASAAPV Financial Corp*. (1985).[[28]](#footnote-28) In that case, Callaghan J. (as he then was) held that an assignment of a mortgage after a notice of sale had been served but before the expiry of the redemption period specified in the notice of sale did not violate s. 40 (now s. 42) of the *Mortgages Act*, which prohibits any further proceeding or action with respect to the mortgage or the mortgaged property until after the expiry of the redemption period.[[29]](#footnote-29) Callaghan J. noted that an assignment did not affect the right of the mortgagor to redeem so long as the mortgagor was notified of the assignment.[[30]](#footnote-30)

The Court also considered the decision in *Novak v. Kovacevic* (1994).[[31]](#footnote-31) In that case, the Plaintiff sought injunctive relief to restrain the sale of his property under a power of sale. The second mortgagee, National Bank, issued the notice of sale on October 1, 1991. Shortly thereafter, the second mortgage was assigned to the defendant 767236 Ontario Ltd. with the agreement of the plaintiff. In early 1993, 767236 Ontario Ltd. proceeded with the sale of the property pursuant to the original notice of sale and entered into an agreement of purchase and sale. The Court dismissed the plaintiff’s motion on the basis that he failed to meet any of the required tests for an injunction holding as follows at paragraph 30:[[32]](#footnote-32)

On the question of whether or not the power of sale commenced by the National Bank was interrupted by intervening events, when that mortgage was bought out by 767236, it was bought in accordance with all the equities which prevailed at the time, including the power of sale.

The Court then considered the decision in *Korea Exchange Bank*, *supra*, but ultimately held that the case was wrongly decided. The Court, in *227*, held at paragraphs 29 to 34:[[33]](#footnote-33)

With respect, I disagree with Cullity J. in Lee v. Korea Exchange Bank, supra, when he says that any “right” a mortgagee obtains when it complies with the notice provisions of Part III of the Mortgages Act cannot be assigned. In this case, the terms of the Mortgage specifically provide that the mortgagee may sell on default, subject to certain terms and notice and that “all rights, advantages, privileges, immunities, powers and things” secured to the mortgagee shall be equally secured to its successors and assigns. If the Mortgage goes into default and the mortgagee gives notice, in my view an assignee is entitled, by the terms of the Mortgage, to rely on that default and notice and to sell the Property pursuant to the power of sale. It is a contractual right which, although shaped and constrained by statute, is capable of being assigned along with the Mortgage.

Further, I do not consider that s. 31 of the Act or Form 1 which is incorporated by it require that the person exercising the power must be the person sending the notice. The purpose of s. 31 of the Act and Form 1 incorporated therein is to ensure that the mortgagor is given an opportunity and the information required to redeem the property within the 35-day notice period...

As noted, “mortgagee” is defined in s. 1 of the Act to include “any person deriving title under the original mortgagee”. In my view, when s. 31 is read having regard to its context in the Act and its purpose, it does not require that the mortgagee exercising the power of sale and the mortgagee giving the notice be the same entity. The provision of notice to the mortgagor is not affected by the fact that the mortgagee giving the notice may be different from the mortgagee exercising the power of sale save and except in circumstances where the mortgagor has no notice of the assignment.

Further, in my view, the wording of Form 1 has no impact on the issue. It is incorporated into s. 31(1) and has the same purpose as that section. The use of the word “I” in the form cannot be interpreted to mean that the power can only be exercised by the person providing the notice in circumstances where it is clear from both the Mortgage and the Act that the Mortgage may be assigned. Once again, what is important is that the mortgagor has notice of the assignment. The form recognizes that by providing, where the mortgage has been assigned prior to the notice, details of the assignment must be provided. That does not preclude, however, notice of the assignment being provided to the mortgagor after the notice of sale has been delivered.

Ultimately, the Court held that an assignee is entitled to rely upon a notice of sale issued by an assignor prior to the assignment of the mortgage, and is further entitled to sell the mortgaged property pursuant to a power of sale. However, the Court held that this entitlement was conditional upon the notice of sale papers containing statutory declarations of the assignor and his solicitor as required by section 35 of the Mortgages Act, as well as statutory declarations of the assignee and its solicitor.

* 1. **Critical Analysis**

While the Court’s decision on the issue of whether the assignee of a mortgage can rely on a notice of sale given by the assignor of a mortgage is well reasoned and consistent with the *Mortgages Act* and Canadian jurisprudence, the Court did not provide any rationale or explanation for its decision to order “that the Notice of Power of Sale papers contain, in addition to statutory declarations of O and his solicitor as required by s. 35 of the Act, statutory declarations of the applicant, as assignee and its solicitor.”[[34]](#footnote-34) The order of the Court gives rise to the following concerns for assignees of mortgages where a notice of sale has been given, purchasers of properties pursuant to such powers of sale and lawyers responsible for the assignment and/or enforcement of such mortgages:

1. When should the statutory declarations referred to in section 35 of the *Mortgages Act* be sworn and by whom?
2. Are the assignor and the assignee of a mortgage each required to swear the statutory declarations referred to in section 35 of the *Mortgages Act* to establish compliance with the requirements for exercising a power of sale and to provide a purchaser with a good title?

As a result, it is unclear what actions should be taken when similar situations arise in the future.

**Issue 1: When should the statutory declarations referred to in section 35 of the *Mortgages Act* be sworn and by whom?**

Section 35 of the *Mortgages Act* provides that the statutory declaration as to default must be sworn by the mortgagee or the mortgagee’s solicitor or agent and that the statutory declaration as to compliance must be sworn by the mortgagee or the mortgagee’s solicitor.[[35]](#footnote-35) The difficulty that arises when a mortgage is assigned after a notice of sale has been given is that the assignor of the mortgage ceases to be a mortgagee upon the assignment. Therefore, the statutory declarations as to default and compliance could only be sworn by the assignor of the mortgage or the assignor of the mortgage’s solicitor before the assignment. After the assignment, these statutory declarations would need to be sworn by the assignee of the mortgage. In order to ensure that the requirements of section 35 of the *Mortgages Act* are met, it is imperative that consideration be given to whether the deponent of a statutory declaration is actually a mortgagee at the time the statutory declaration is sworn.

Section 35 of the *Mortgages Act* requires that the mortgagee swear a statutory declaration as to default.[[36]](#footnote-36) Since the assignor of the mortgage ceases to be a mortgagee upon the assignment of the mortgage, the requirement that the mortgagee swear a statutory declaration can only be met if,

* + 1. the assignor of the mortgage swears the statutory declaration as to default before the assignment;
    2. the assignee of the mortgage swears the statutory declaration after the assignment.

If the default is within the knowledge of the assignor of the mortgage, then the statutory declaration must be sworn before the assignment or the assignor of the mortgage must impart this knowledge to the assignee of the mortgage so the assignee can swear the statutory declaration.

Section 35 of the *Mortgages Act* requires a statutory declaration proving service, including production of the original or notarial copy of the post office receipt of registration of any.[[37]](#footnote-37) Given that the notice of sale will have been served by the assignor of the mortgage, and that the assignor of the mortgage will, at least initially, be in possession of the post office receipt of registration,

1. the statutory declaration proving service must be sworn by the assignor of the mortgage before the assignment of the mortgage; or
2. the assignor of the mortgage must provide the information necessary to swear the statutory declaration as to service as well as the post office receipt of registration to the assignee of the mortgage.

Section 35 of the *Mortgages Act* also requires a statutory declaration by the mortgagee or the mortgagee’s solicitor that the sale complies with Part III of the *Mortgages Act* and, where applicable, Part II of the *Mortgages Act*.[[38]](#footnote-38) Again, whether this statutory declaration can be sworn by the assignor of the mortgage or the assignee of the mortgage will depend on whether it is being sworn before or after the assignment. In order to swear this statutory declaration, one would need to attest to all of the following:

* the default had occurred;
* notice of exercising the sale was not given until the default had continued for at least 15 days;
* the sale was not made for at least 35 days after the notice had been given;
* notice of exercising a power of sale was given in the proper manner; and,
* notice of exercising power of sale was given to all persons entitled to receive it.

The difficulty with this statutory declaration is that although most of the foregoing information will likely be within the knowledge of the assignor of the mortgage, the statutory declaration must be sworn by the assignee of the mortgage because it cannot be sworn until after the sale and hence the assignment.

**Issue 2: Are the assignor and the assignee of a mortgage each required to swear the statutory declarations referred to in section 35 of the *Mortgages Act* to provide a purchaser with a good title?**

Although the Court in *227* ordered that the notice of power of sale papers were to contain, in addition to the statutory declarations of the assignee and his solicitor, the statutory declarations of the assignor and his solicitor, the Court did not offer any explanation as to why two statutory declarations would be required to establish compliance with each of the requirements of section 35 of the *Mortgages Act.* The Court also did not explain how the assignor of the mortgage, which was no longer a mortgagee at the time of the application, could swear the statutory declaration as to default or the statutory declaration as to compliance.

In the view of the author, if a statutory declaration is sworn by the appropriate party to establish compliance with section 35 of the *Mortgages Act*, there is no need for a second statutory declaration. However, as there does not appear to be any authority clarifying the requirements that must be met, it would appear that all six statutory declarations are required in the absence of a court order.

1. **Conclusion**

The decision in *227* is significant because it clarifies the “divided and unclear” case law regarding the issue of whether an assignee of a mortgage may rely upon a notice of sale served by the assignor of a mortgage.  The case establishes that an assignee of a mortgage may rely upon such a notice where,

1. the mortgage contains a clause which permits the assignment of the power of sale; and,
2. the mortgagor is notified of the assignment in writing prior to the sale.

However, the case does not provide any useful guidance on the evidentiary requirements the assignee of a mortgage must meet to establish compliance with the power of sale provisions of the *Mortgages Act* and to establish that it can give good title to a purchaser.  The problem is really that the *Mortgages Act* does not contain any provisions which address the procedure to be followed by assignees of mortgages exercising their right to rely upon a notice of sale given prior to the assignment of a mortgage.  The best way to address this issue would be to amend the *Mortgages Act*.

Until the *Mortgages Act* is amended or further authority for this approach becomes available, it would be advisable for the assignee of a mortgage from a mortgagee who has given notice of sale to the mortgagor to do the following:

1. prior to the assignment, obtain a statutory declaration as to default and a statutory declaration proving service of the notice of sale including the original or a notarial copy of the post office receipt of registration;
2. obtain all information it will need to swear the statutory declaration as to default, the statutory declaration proving service and the statutory declaration as to compliance or an undertaking from the assignor of the mortgage to provide such information; and,
3. serve written notice of the assignment of the mortgage on the mortgagor forthwith after the assignment.

It would also be advisable for a purchaser of a property under power of sale where the power of sale was commenced by the assignor of the mortgage,

1. to obtain a copy of the written notice of assignment of the mortgage provided to the mortgagor; and,
2. to obtain a statutory declaration as to default, proving service and as to compliance sworn by the assignor and the assignee of the mortgage or, in the alternative, a court order confirming that the assignee of the mortgage can convey good title to the property.

Lawyers responsible for the assignment and/or enforcement of such mortgages should be mindful of all of the foregoing issues.

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   This article was prepared with the assistance of Jason Cicchetti, student-at-law at Loopstra Nixon LLP.

   For an excellent review of the remedies available to mortgage lenders in Ontario, see Paul M. Perell, “Remedies for the Mortgage Lender in Ontario” (1991) 13 The Advocates’ Quarterly 195. [↑](#footnote-ref-1)
2. R.S.O. 1990, c. M.40 (“*Mortgages Act*”). [↑](#footnote-ref-2)
3. *Ibid.* at s. 31. [↑](#footnote-ref-3)
4. *Ibid*. at s. 35. [↑](#footnote-ref-4)
5. *2272045 Ontario Inc. (Re),* 2011 ONSC 3051, 107 O.R. (3d) 578. [↑](#footnote-ref-5)
6. *Ibid*. at para. 23. [↑](#footnote-ref-6)
7. *Ibid.* at para. 38. [↑](#footnote-ref-7)
8. *Supra* note 2 at subs. 31(1). [↑](#footnote-ref-8)
9. R.S.O. 1990, c. L. 5. [↑](#footnote-ref-9)
10. R.S.O. 1990, c. R. 20. [↑](#footnote-ref-10)
11. *Supra* note 2 at Form. [↑](#footnote-ref-11)
12. *Lee v. Korea Exchange Bank of Canada* (1999), 44 O.R. (3d) 366, [1999] O. J. No. 2296 (S.C.J.). [↑](#footnote-ref-12)
13. *Ibid.* at para. 14. [↑](#footnote-ref-13)
14. R.S.O. 1990, c. C.34. [↑](#footnote-ref-14)
15. *Ibid*. at subs. 53(1). [↑](#footnote-ref-15)
16. *Supra* note 5 at para. 34. [↑](#footnote-ref-16)
17. Walter M. Traub, *Falconbridge on Mortgages,* 5th ed. (Toronto: Canada Law Book, 2012) at 11-14. [↑](#footnote-ref-17)
18. *Adelaide Capital Corp. v. J & B Resources Co.,* [1994] O.J. No. 1771 (O.C.J.). [↑](#footnote-ref-18)
19. *Ibid.* at para. 7. [↑](#footnote-ref-19)
20. *Supra* note 5 at paras. 5-10. [↑](#footnote-ref-20)
21. *Ibid.* at paras. 11-12. [↑](#footnote-ref-21)
22. *Ibid.* at paras. 12-14. [↑](#footnote-ref-22)
23. *Ibid.* at para. 19. [↑](#footnote-ref-23)
24. *Ibid.* at para. 20. [↑](#footnote-ref-24)
25. *Ibid*. at para. 20. [↑](#footnote-ref-25)
26. *Emedi v. McMaster*, [1982] O.J. No. 2304, 25 R.P.R. 41 (H.C.J.). [↑](#footnote-ref-26)
27. *Supra* note 5 at para. 24. [↑](#footnote-ref-27)
28. *490352 Ontario Inc. v. ASAAPV Financial Corp.,* [1985] O.J. No. 384, 1 C.P.C. (2d) (H.C.J.). [↑](#footnote-ref-28)
29. *Supra* note 5 at para. 25. [↑](#footnote-ref-29)
30. *Ibid*. [↑](#footnote-ref-30)
31. *Novak v. Kovacevic,* [1994] O.J. No. 2578 (Gen. Div.). [↑](#footnote-ref-31)
32. *Ibid.* at para. 30. [↑](#footnote-ref-32)
33. *Supra* note 5 at paras. 29-34. [↑](#footnote-ref-33)
34. *Supra* note 5 at para. 38. [↑](#footnote-ref-34)
35. *Supra* note 2 at s. 35. [↑](#footnote-ref-35)
36. *Ibid.* [↑](#footnote-ref-36)
37. *Ibid.* [↑](#footnote-ref-37)
38. *Ibid.* [↑](#footnote-ref-38)