

Federal Court



Cour fédérale

Date: 20071109

Docket: ITA-3436-06

Citation: 2007 FC 1161

[ENGLISH TRANSLATION]

Montréal, Quebec, November 9, 2007

PRESENT: Richard Morneau, Prothonotary

In the matter of the *Income Tax Act*,

- and -

In the matter of an assessment or assessments by the Minister of National Revenue under one or more of the following acts: The *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act*,

Against:

PIERRE LACHAPELLE

Judgment Debtor

and

**B.M.T. 06 CAPITAL CORPORATION
(Bull Market Trading)**

and

**TD WATERHOUSE CANADA INC.
(formerly Ameritrade Canada)**

Garnishees

and

ANIMATION JL INC.

Mis en cause

REASONS FOR ORDER

[1] This is a motion by the judgment creditor, Her Majesty the Queen (Her Majesty) pursuant to Rule 449 of the *Federal Courts Rules* (the Rules) for a Final Garnishment Order (FGO) against the garnishee, B.M.T. 06 Capital Corporation (Bull Market Trading) (B.M.T.), essentially against an amount of \$287,419.75 that is held by B.M.T. This amount is now being held by B.M.T.'s counsel pending this trust proceeding and will be given to the proper party following this Court's decision.

[2] Ostensibly, the amount seems to belong to the corporation Animation JL Inc. (Animation JL) and not to the judgment debtor Pierre Lachapelle.

[3] Nevertheless, to summarize, Her Majesty submits that the amount garnished does not in reality belong to Animation JL but rather to judgment debtor Pierre Lachapelle. According to Her Majesty, Animation JL is only an instrument or a nominee implemented and used by Pierre Lachapelle, essentially to shield his assets from his creditors.

[4] Animation JL, which was joined to this proceeding, rejects this position and argues that it is truly a separate corporation with real commercial activities benefitting from a true director and shareholder, Robert Landry.

[5] In the wake of this, Animation JL recognizes simply that it is indebted to Pierre Lachapelle for almost \$83,000.00 for an advance of funds by Mr. Lachapelle. That is, in its opinion, the most that could be affected by any FGO that the Court may issue.

The facts

[6] Following an audit carried out by the Canada Revenue Agency, a notice of reassessment for a total of \$752,604.13 was issued on March 2, 2006, against Pierre Lachapelle for the 2002 taxation year.

[7] The tax payable was calculated on the basis of benefits conferred by Pierre Lachapelle and/or from which he benefitted through the related companies. The amounts received totalled \$1,725,230.00, which Pierre Lachapelle had not declared in his 2002 tax return. For the taxation year at issue, Pierre Lachapelle allegedly declared only \$17,972.13 on his income tax return (T-1).

[8] On March 10, 2006, this Court gave authorization to proceed forthwith against Mr. Lachapelle in accordance with subsection 225.2 (2) of the *Income Tax Act*.

[9] Her Majesty's Record also indicates that Mr. Lachapelle left Canada for Indonesia in the autumn of 2006.

[10] On November 3, 2006, consistent with the approach set out in the Rules, Her Majesty filed an *ex parte* motion for an interim order, the substance of which Her Majesty now seeks to have converted to an FGO.

[11] The Motion Record for this interim order contained three sworn statements as well as detailed written representations.

[12] A first statement, dated November 2, 2006, was that of Martin Girard, who was a collection agent with the Canada Revenue Agency. This statement incorporates other sworn statements filed in support of Her Majesty's motion for authorization to proceed forthwith that was granted, as mentioned above, on March 10, 2006.

[13] Another important statement was that of Marco Gagnon, also dated November 2, 2006, (Marco Gagnon's statement). Marco Gagnon is an accountant and appears to have acted at all relevant times in the area of accounting or financial control for Pierre Lachapelle and for various corporations connected with Pierre Lachapelle.

[14] Based, *inter alia*, on these statements and written submissions submitted by Her Majesty, the Court issued on November 6, 2006, an Interim Garnishment Order (the IGO) where, in pages 9 and 10, the Court decides and orders, *inter alia*, as follows:

[TRANSLATION]

WHEREAS the facts and circumstances set out in the sworn statements of Martin Girard, Marco Gagnon, and Pierre Fauteux are such that it is appropriate to consider, at least on a *prima facie* basis, and subject to evidence to the contrary, that Animation JL Inc. is only an instrument or the nominee or the alter ego of Pierre Lachapelle to shield his assets from his creditors, to enable him to bypass his obligations;

WHEREAS the company Animation JL should be joined to this garnishment proceeding in the same capacity as Pierre Lachapelle;

WHEREAS at least on a *prima facie* basis and subject to evidence to the contrary, the promissory note, the agreement for the funds processed under the bare promissory note: AJL 190110 and the counter-letter between Pierre Lachapelle and Robert Landry regarding the shares in Animation JL Inc., appear to have been established to defraud the judgment creditor of the judgment creditor's rights, they cause prejudice to the judgment creditor and that creditor can request that this Court find that they are void pursuant to the principles established in articles 1631 et seq. of the *Civil Code of Québec* and/or declare that these transactions were simulated and that they are fictitious pursuant to the principles set out in articles 317 and 1451 et seq. of the *Civil Code of Québec*;

WHEREAS this Court has the jurisdiction to make that determination in the context of these garnishment proceedings;

WHEREAS subsection 56(1) of the *Federal Courts Act*, Rule 449 of the *Federal Courts Rules* as well as articles 618 et seq. of the *Quebec Code of Civil Procedure* authorize the seizure of these shares, as the Federal Court of Appeal recognized in *Her Majesty the Queen and 2203383 Canada Inc. et al.*, A-900-96, November 28, FCA;

IT IS ORDERED that all sums due or to become due by B.M.T. 06 Capital Corporation and TD Waterhouse Canada Inc., to Pierre Lachapelle and/or Animation JL Inc., and more specifically but not limited to the amount of \$287,419.75 held in a portfolio bearing number AJL190110, held by the garnishees in the name of and on behalf of Pierre Lachapelle and/or Animation JL Inc. and all of the movables belonging to Pierre Lachapelle and/or Animation JL Inc. that are held by the garnishees as well as all the shares held by Pierre Lachapelle in Animation JL Inc.'s capital stock, be garnished to satisfy the Certificate filed on March 13, 2006, at the

Federal Court against the judgment debtor by Her Majesty the Queen;

...

IT IS ALSO ORDERED THAT that the mis en cause [Animation JL]:

...

Appear before this Court, at the same address, on December 15, 2006, at 9:30 a.m. to show cause for any objection to this Court rendering a Final Garnishment Order through which the garnishees will be ordered to pay to Her Majesty the Queen in Right of Canada, the amounts described in the garnishment order and/or to realize the proceeds of the shares held by Pierre Lachapelle in the capital stock of Animation JL Inc. and to pay that to Her Majesty the Queen, up to the limit of the tax liability attested to in the Certificate filed on March 13, 2006, at the Registry of this Court; [page 10]

;

(Emphasis added.)

[15] After the IGO was issued on November 6, 2006, Animation JL appeared through counsel, and the interested parties in the proceeding, namely Her Majesty and Animation JL, completed their evidence as follows.

[16] In December 2006, Animation JL filed an affidavit from Robert Landry dated December 6, 2006. On December 14, 2006, Her Majesty filed a second affidavit from Martin Girard to respond to Robert Landry's affidavit. Her Majesty completed its evidence by filing a third

affidavit dated December 19, 2006, from Martin Girard. The cross-examinations on Robert Landry's affidavit and on Marco Gagnon's statement took place on December 21, 2006.

[17] In April 2007, the Court was called to decide a motion by Animation JL through which Animation JL sought to add to the record a supplementary affidavit from M. Landry as well as an affidavit from Aghiles Kheffache, when the parties' cases should have been considered closed.

[18] I denied this motion on April 19, 2007. I determined that Animation JL should have sought to file the affidavits of Mr. Landry and Mr. Kheffache after reviewing Marco Gagnon's statement (from November 2006) and not late in April 2007 (after the cross-examinations took place on December 21, 2006). I then found that the Animation JL's objective was to complete the possibly deficient evidence on the merits.

[19] The text of my Reasons for Order as well as the Order issued on April 19, 2007, read as follows:

REASONS FOR ORDER AND ORDER

[1] This is a motion by the mis en cause for leave to file two additional affidavits under Rule 84 of the *Federal Courts Rules* (the Rules).

[2] This motion arises as part of the examination on one of the affiants' affidavits that was filed by the Queen (the seizing creditor), within the context of a garnishment procedure where normally one should consider that the evidence on the merits of the seizing creditor and the mis en cause was complete at the time when the examinations on affidavit took place.

[3] However, and this is what gives rise to the motion under review, the mis en cause argues that, on three elements, its examination of affiant Marco Gagnon regarding the affidavit that he swore in support of the seizing creditor's application for the temporary garnishment order raises new facts that came up as a surprise during that examination. According to the mis en cause, it could not predict that those answers or elements would be put forward by Mr. Gagnon, hence its motion so that it can answer them.

[4] However, I do not intend to grant this motion by the mis en cause because, upon review, it appears that paragraphs 5, 8, and 11 of Mr. Gagnon's affidavit were sufficiently argued and precise to lead the mis en cause, during the stage when its evidence on the merits was filed, to seek any affiant, including Mr. Aghiles Kheffache, and thus seek to cover the elements that it is now seeking to cover. Referring to Mr. Gagnon's answers during his examination to argue that those answers provide new, surprising facts can only be seen as an excuse by the mis en cause regarding the potential insufficiency of its evidence on the merits. In my assessment, during his examination, Mr. Gagnon merely elaborated on or specified, without truly providing any relevant new evidence, the allegations in his affidavit.

[5] Therefore, despite the argument by counsel for the mis en cause in Court to demonstrate its position regarding the presence of new facts that arose by surprise during Mr. Gagnon's examination, the written submissions and the authorities filed by counsel for the seizing creditor still stand in their essential nature.

[6] Moreover, the mis en cause did not enclose with its Motion Record Mr. Robert Landry's affidavit, which it wanted to add. The situation is the same with respect to Mr. Kheffache. As for the latter, even if the mis en cause argues that he is a third party not under the control of the mis en cause, it did not provide evidence that it had sought to contact him during its evidence on the merits or during the introduction of the motion under review so that he could file an affidavit.

ORDER

The motion by the mis en cause is therefore dismissed, costs in the cause.

[20] This order, dated April 19, 2007, was not appealed.

[21] Following a certain imbroglio caused by Animation JL about whether it was necessary for it to file a reply record in response Her Majesty's Motion Record to obtain the FGO, a record filed on May 24, 2007 (the FGO Record), Animation JL filed a Reply Record on July 19, 2007, (Animation JL's Reply Record), and Her Majesty's Reply Record was filed on August 9, 2007 (Her Majesty's Reply Record).

Analyse

[22] At all relevant times, Her Majesty approached what Her Majesty perceived as the relationship between Pierre Lachapelle and Animation JL based not only on the evidence that Her Majesty's affiants could gather regarding this relationship in particular but also based on Pierre Lachapelle's observed behaviour with regard to his property at the beginning of 2003 when his case came to the attention of the provincial, and then federal, tax authorities According to Her Majesty, what followed was the use of existing corporations (for example, Taarna Studios Inc.) or the establishment of others (for example), Fiducie Mérydian in order to conceal property. The main components of this behaviour are described in the first nine pages of the IGO.

[23] In the context of the first 29 paragraphs of the written submissions in Her Majesty's FGO Record, Her Majesty's counsel, referring to the evidence as a whole, reiterates Pierre Lachapelle's general background and his use of various corporations, apart from Animation J.L., to conceal his property.

[24] This demonstration, which is not really challenged by Animation JL in its Reply Record, leads the Court to pay attention to the following remarks that Her Majesty's counsel makes in paragraph 30 of Her Majesty's written submissions in the FGO Record:

[TRANSLATION]

30. In short, through nominees like Fiducie Mérydian, 3771083 Canada Inc. – Corporation Delauer Capital, and Linux Graphics Inc., Pierre Lachapelle always knew how to set up façades to conceal his assets and the assets of his companies. ...

[25] As stated earlier, this practice or approach is already included in large part in the IGO's allegations and there is nothing here that should lead the Court to strike out any elements. This evidence includes aspects that Her Majesty also considers for the relationship between Pierre Lachapelle and Animation JL and it is still relevant to complete the evidence in particular regarding that relationship. In this context, it does not echo the theory that, as Animation JL's counsel argues, since there were showers yesterday, there will necessarily be some today and tomorrow.

[26] With respect to Animation JL, i.e. the corporation that especially concerns us in this case, remember that the Court determined in the context of the IGO, based on Her Majesty's evidence available at that time:

[TRANSLATION]

... it is appropriate to consider, at least on a *prima facie* basis, and subject to evidence to the contrary, that Animation JL Inc. is only an instrument or the nominee or the alter ego of Pierre Lachapelle to shield his assets from his creditors, to enable him to bypass his obligations;

[27] In its Reply Record, Animation JL essentially challenges Marco Gagnon's affidavit as well as the content of the cross-examination of Marco Gagnon on that affidavit to argue that Her Majesty's burden of proof is not met for the FGO.

[28] With respect to the burden of proof that rests entirely on the shoulders of Her Majesty, it appears that this assertion is based in my opinion on a misinterpretation of the Rules as well as of the very text of the IGO.

[29] With respect to the Rules, Rule 449(1)(b) states that the Court can issue an IGO that requires the third party (here, it is understood that Animation JL took sides on this point) to attend to show cause, in sum, as to why the Court should not go forward with the garnishment.

[30] Rule 449(1) reads as follows:

449. (1) Subject to rules 452 and 456, on the *ex parte* motion of a judgment creditor, the Court may order

(a) that

(i) a debt owing or accruing from a person in Canada to a judgment debtor, or

(ii) a debt owing or accruing from a person outside Canada to a judgment debtor, where the debt is one for which the person might be sued in Canada by the judgment debtor,

(b) that the person attend, at a specified time and place, to show cause why the person should not pay to the judgment creditor the debt or any lesser amount sufficient to satisfy the judgment.

(Emphasis added.)

449. (1) Sous réserve des règles 452 et 456, la Cour peut, sur requête *ex parte* du créancier judiciaire, ordonner :

a) que toutes les créances suivantes du débiteur judiciaire dont un tiers lui est redevable soient saisies-arrêtées pour le paiement de la dette constatée par le jugement :

(i) les créances échues ou à échoir dont est redevable un tiers se trouvant au Canada,

(ii) les créances échues ou à échoir dont est redevable un tiers ne se trouvant pas au Canada et à l'égard desquelles le débiteur judiciaire pourrait tenter une poursuite au Canada;

b) que le tiers se présente, aux date, heure et lieu précisés, pour faire valoir les raisons pour lesquelles il ne devrait pas payer au créancier judiciaire la dette dont il est redevable au débiteur judiciaire ou la partie de celle-ci requise pour l'exécution du jugement.

[31] It is with this in mind that the IGO, at pages 9 and 10, contains the two (2) following passages:

[TRANSLATION]

... it is appropriate to consider, at least on a *prima facie* basis, and subject to evidence to the contrary, that Animation JL Inc. is only an instrument or the nominee or the alter ego of Pierre Lachapelle to shield his assets from his creditors, to enable him to bypass his obligations; [page 9]

... to appear before this Court, at the same address, on December 15, 2006, at 9:30 a.m. to show cause for any objection to this Court rendering a Final Garnishment Order through which the garnishees will be ordered to pay to Her Majesty the Queen in Right of Canada, the amounts described in the garnishment order and/or to realize the proceeds of the shares held by Pierre Lachapelle in the capital stock of Animation JL Inc. and to pay that to Her Majesty the Queen, up to the limit of the tax liability attested to in the Certificate filed on March 13, 2006, at the Registry of this Court; [page 10]

[32] Therefore, in my opinion, this is rather, in the context of an FGO, a shared burden; i.e. for Her Majesty to complete or support Her Majesty's evidence seen in the IGO as *prima facie*, and, for Animation JL, to counter the evidence brought by Her Majesty.

[33] With respect to Marco Gagnon's affidavit, it is alleged that his main assertions are based on hearsay, evidence that is inadmissible according to Animation JL, especially since, in its view, it was prevented from filing supplemental affidavits from direct witnesses, i.e. Mr. Landry and Mr. Kheffache.

[34] With respect to Mr. Gagnon's hearsay, either in his affidavit or in his answers on cross-examination led by Animation JL, there are two things to consider.

[35] First, note that the garnishment regime set out in Rules 449 et seq. proceeds by way of motions supported by affidavits. Yet, Rule 81 states that in the context of a motion, hearsay is admissible; only the weight assigned to that evidence can be adversely affected. Rule 81 reads as follows:

81. (1) Affidavits shall be confined to facts within the personal knowledge of the deponent, except on motions in which statements as to the deponent's belief, with the grounds therefor, may be included.

(2) Where an affidavit is made on belief, an adverse inference may be drawn from the failure of a party to provide evidence of persons having personal knowledge of material facts.

81. (1) Les affidavits se limitent aux faits dont le déclarant a une connaissance personnelle, sauf s'ils sont présentés à l'appui d'une requête, auquel cas ils peuvent contenir des déclarations fondées sur ce que le déclarant croit être les faits, avec motifs à l'appui.

(2) Lorsqu'un affidavit contient des déclarations fondées sur ce que croit le déclarant, le fait de ne pas offrir le témoignage de personnes ayant une connaissance personnelle des faits substantiels peut donner lieu à des conclusions défavorables.

[36] Indeed, it appears that it is Animation JL that filed the transcript of Mr. Gagnon's cross-examination into the record. This dynamic is such that it must be held that by the application of

article 2843 of the *Civil Code of Québec* (C.C.Q.), Animation JL, in a way, consented to an exception to hearsay.

[37] As stated by the author Léo Ducharme in Précis de la preuve, 6^{ième} édition, 2005, Wilson & Lafleur Ltée, 702 pages, at paragraph 1347:

[TRANSLATION]

1347. According to article 2843 C.C.Q., there is an exception to the hearsay prohibition on consent of the parties or in the cases provided by law. In allowing hearsay evidence to be admitted with the parties' consent, the new Code confirms the previous law on this point. . .

[38] Indeed, with respect to the absence of additional first hand testimony in the record, it was even more so Animation JL's responsibility to verify in a timely manner whether it thought that such evidence would help it counter Her Majesty's evidence. Yet, as we saw at paragraph [19], *supra*, this Court's order dated April 19, 2007, properly criticizes Animation JL for using an inappropriate dynamic in this regard. I therefore do not think that it is reasonable to insinuate now that Her Majesty did everything possible to exclude Mr. Kheffache's first hand testimony.

[39] There remains the weight to assign to Marco Gagnon's testimony in light of Robert Landry's assertions in his affidavit and his cross-examination.

[40] With respect to Mr. Landry, I think that Her Majesty's counsel validly and adequately pointed out in the written submissions in the FGO Record that it is difficult to believe that

Mr. Landry really played the central role of boss and decision-maker with Animation JL, as he professes. As Her Majesty's counsel points out at paragraphs 20 to 22 of Her Majesty's Reply

Record:

[TRANSLATION]

At sub-paragraphs 10 to 16 of the written submissions of the mis en cause [Animation JL] (page 12), Animation JL seeks to qualify Robert Landry as a direct witness, in good faith, with specific skills in the field of entertainment, who alone managed Animation JL Inc. If Robert Landry were so involved with Animation JL Inc. as a person who managed Animation JL alone, how could he have not received any remuneration from it in 2004 and in 2005? (his 2006 T1 income tax return was not filed on the date of his examination, so it was impossible for Her Majesty the Queen to file information about the revenues declared by Mr. Landry). Instead, in 2005, he received \$8,012 in employment insurance benefits. In 2004, he received \$21,586 in T4 gain from the Centre de traitement en imagerie virtuelle Inc., \$7,119 in employment insurance benefits and a \$240, dividend for \$28,909 in total revenue (see Martin Girard's statement, page 343 of the Final Garnishment Order Motion Record, volume II). However, Animation JL Inc.'s employees, i.e., Maxime Bourassa, Yves Claude, François Colbert, Olivier Paquet, earned \$64,000, \$79,000, \$70,000 and \$55,000 in respective salaries (see Robert Landry's undertaking number 2, pages 871 and 872 of the Final Garnishment Order Motion Record, volume III).

Also, contrary to these Animation JL Inc. employees, who worked 37 1/2 hours a week (see page 725 of the Final Garnishment Order Motion Record, volume III), Robert Landry spent substantially fewer hours and, since October 2006, worked for a completely different unrelated company working for that company 40 to 50 hours per week (pages 742 to 745 of the Final Garnishment Order Motion Record, volume III).

Also with regard to paragraphs 10 to 16 of the mis en cause's written submissions the fact that Robert Landry worked for Animation JL Inc. and for Pierre Lachapelle is not questioned. It is

rather the role that he says that he had that is implausible.
Therefore, when Marco Gagnon testifies and says that Robert Landry came close to “breaking the *deal*”, he was referring to Robert Landry’s incompetence in the tasks that he had to perform as an Animation JL Inc. employee and talking about Pierre Lachapelle’s dissatisfaction with Robert Landry.

(Emphasis added.)

[41] Animation JL’s counsel argued at the hearing that if Mr. Landry had not paid himself a salary in 2004-2005, it is because he thought it was his duty to let all of the other expenses and salaries go first and possibly pay himself last.

[42] I do not accept that scenario. First, his role as employee or salaried worker, even in the absence of true remuneration, is inconsistent with the fact that he drew employment insurance benefits. Second, this approach appears to have been raised only in the argument at the FGO hearing and not in Mr. Landry’s affidavit or cross-examination. The approach is therefore late.

[43] Moreover, with respect to the employees Bourassa, Claude, Colbert, and Paquet, it is difficult to properly consider that they were employees of Animation JL since Her Majesty also establishes in the evidence that their remuneration was orchestrated and ordered by Mr. Lachapelle, at least in September 2006, when Animation JL appears to have resumed activities.

[44] First, this affidavit or the corresponding cross-examination cannot, in my opinion, lead us to deny in the context of this case that Animation JL was at all times a corporation that must be perceived as Mr. Lachapelle's nominee or alter ego.

[45] With respect to all of Mr. Gagnon's testimony, I consider that together with the rest of the evidence filed by Her Majesty on Mr. Lachapelle's relationship with Animation JL and the other corporations, this testimony essentially stands with respect to the theory that it supports and that this testimony must be assigned sufficient weight. Therefore, I do not intend to exclude this testimony on the ground that it is indirect, untrustworthy, or based on hearsay.

[46] Specifically, the fact that the option to purchase shares (which is stated in paragraph 8 of Mr. Gagnon's statement) is not in the Court's view a document that can be absolutely characterized as a counter-letter does not change the Court's finding to the effect that this option document, even if it is in favour of Fiducie Mérydian, must nevertheless be seen as a façade, fictitious just like everything that resulted from by Pierre Lachapelle's establishment of Animation JL to protect his assets.

[47] At the FGO hearing, Animation JL's counsel argued for the first time that Her Majesty should have formally impleaded Fiducie Mérydian if Her Majesty intended to argue that this trust was merely a nominee used by Mr. Lachapelle as a veil.

[48] I also do not intend to accept that argument. First, the contract reflecting that option to purchase has been in the record for a very long time and Animation JL could have raised this

requirement with Her Majesty's counsel through the interlocutory incidents in the case. Second, there is no specific conclusion formulated as such in the FGO motion with regard to this trust or this option to purchase. Her Majesty therefore did not have to implead this trust.

[49] With respect to that same option to purchase, Animation JL argued that the option's low redemption value, i.e. \$100, could not represent all of the consideration for that redemption and that the equation should imply that Mr. Landry and his creative knowledge would remain in the service of the future holder of the shares.

[50] The purchase contract is nevertheless very clear and the following is stated at clause 3.4 of this contract:

[TRANSLATION]

3.4 The parties agree that the consideration and the price payable for the Actions (the "sale price"), if the Option is exercised in the time limit described above, is and will be the overall, total, and final consideration of ONE HUNDRED dollars payable in the legal tender of Canada (\$100.00), payable in total on Closing.

[51] Based on clause 3.4 and this contract as a whole, Animation JL's approach cannot be accepted without contradicting the terms of a contract established between the parties.

[52] Indeed, the place where Mr. Gagnon raised some of Mr. Landry's remarks regarding the Animation JL's operation does not lead the Court – on review of the stenographer's notes– to find that Mr. Gagnon's problem with partial deafness could have undermined his understanding

of the statements made. In that vein, the fact that the parties were having their usual beer when /the exchange took place is not, in the Court's view, a significant fact, either.

[53] Finally, in my view, Mr. Gagnon's testimony should not be assigned less weight simply because he described the mode of payment of the \$83,000 advance by Mr. Lachapelle to Animation JL as a cheque rather than a draft or bank transfer.

[54] All of Her Majesty's evidence therefore leads me to consider that Her Majesty completed the burden of proof and that the Court is justified to include the substance of the IGO dated November 6, 2006, in an FGO.

[55] Accordingly, a final order garnishment accompanies these reasons.

“Richard Morneau”

Prothonotary

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: ITA-3436-06

STYLE OF CAUSE: IMPÔT SUR LE REVENU
against:
PIERRE LACHAPELLE ET AL

PLACE OF HEARING: Montréal, Quebec

DATE OF HEARING: October 31, 2007

REASONS FOR ORDER: PROTHONOTARY MORNEAU

DATED: November 9, 2007

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