

Clerk's stamp:

COURT FILE NUMBER: 1103 14112  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,  
R.S.A. 2000, C. T-8, AS AMENDED, and

IN THE MATTER OF THE SAWRIDGE BAND INTER  
VIVOS SETTLEMENT CREATED BY CHIEF WALTER  
PATRICK TWINN, OF THE SAWRIDGE INDIAN  
BAND, NO. 19 now known as SAWRIDGE FIRST  
NATION, ON APRIL 15, 1985 (the "1985 Sawridge  
Trust")

APPLICANTS: ROLAND TWINN,  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE,  
CLARA MIDBO, and  
CATHERINE TWINN, as Trustees for the 1985 Sawridge  
Trust

DOCUMENT: **REPLY SUBMISSIONS OF PRISCILLA KENNEDY  
RESPECTING THE SCOPE OF THE COSTS AWARD  
IN SAWRIDGE #6**

ADDRESS FOR SERVICES AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT: Field Law  
2500, 10175 - 101 Street  
Edmonton, AB T5J 0H3  
Attention: P. Jon Faulds, QC  
Telephone: (780) 423-7625  
Fax: (780) 428-9329  
Email: [jfaulds@fieldlaw.com](mailto:jfaulds@fieldlaw.com)  
File No.: 65063-1 PJF

## OVERVIEW

1. In their joint letter to the Court dated November 15, 2016 the Sawridge Trustees and First Nation stated:

The Sawridge First Nation and the Sawridge Trustees take the position that **the solicitor and client full indemnity costs award** applies not only to the time period up to the issuance of *Sawridge #6*, but it also **applies in relation to the costs subsequently incurred by these parties in relation to *Sawridge #7* and *Sawridge #8*...** (emphasis added)

Ms. Kennedy's November 16 letter to the Court disputed that the costs award had such prospective effect. The Court directed the issue raised by the two letters be resolved by submissions in writing.<sup>1</sup>

2. The January 5 submissions on behalf of Ms. Kennedy directly addressed that issue and set out the reasons why the costs award in *Sawridge #6* should not and did not have prospective effect. In response the Sawridge parties abandoned their position that the costs award in *Sawridge #6* applies to the subsequent proceedings. They now ask the Court to grant an order awarding them costs of *Sawridge #7* and *#8* on a solicitor and own client full indemnity basis, for which Ms. Kennedy is personally liable with respect to *Sawridge #7*, and for which Ms. Kennedy and Mr. Stoney are jointly liable in the case of *Sawridge #8*. They also seek summary determination of those costs, as well as the costs of *Sawridge #6* by the Court.

3. The foregoing relief was not raised in the Sawridge parties' November 15 letter to the Court and hence was not addressed by Ms. Kennedy in her initial submissions, other than to note the provisions of the Rules that might apply in the event of a motion seeking costs. (See paragraph 10 of January 5 submissions.)

## SUBMISSIONS

4. With respect to this new application, Ms. Kennedy makes the following general submissions:

- The Sawridge parties' primary argument for such costs is that the proceedings in *Sawridge #7* and *#8* flowed from the application in *Sawridge #6* and therefore should attract costs on the same scale. However Ms. Kennedy submits that this Court drew a clear line between the application in *Sawridge #6* which attracted the enhanced costs award and the subsequent

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<sup>1</sup> We include the correspondence leading to this application at **Tab 1**, for reference:

- Emails sent to the Court by Ms. Bonora (on behalf of Trustees) and Mr. Faulds (on behalf of Ms. Kennedy), respectively, on Sept 20, 2017; Letter sent to the Court by Mr. Molstad (on behalf of First Nation) on Sept 21, 2017 (without attachments); Letter of the Court dated Sept 27, 2017, instructing parties to appear before Assessment Officer to resolve issues related to the costs award; Letter sent to the Court by Mr. Molstad (on behalf of Trustees and First Nation) on Nov 15, 2017; Letter sent to the Court by Mr. Faulds (on behalf of Ms. Kennedy) on Nov 16, 2017; Letters of the Court dated Dec 20, 2017 and Jan 2, 2018.

proceedings to determine whether she should be personally liable for such costs and whether Mr. Stoney should be declared a vexatious litigant (see paragraph 77 of *Sawridge #6*).

- The Sawridge parties' contention that the scale of costs in *Sawridge #6* logically extends to *Sawridge #7* and *#8* is not well founded. The scale of costs awarded in *Sawridge #6* arose from the Court's conclusion that the bringing of that particular application was abusive. For the reasons set out in Ms. Kennedy's initial submissions, that award cannot be projected onto subsequent proceedings that were directed by the Court. Any costs relating to those proceedings must be evaluated on their own merits.
- The cases cited by the Sawridge parties also weigh against their contention. In both *Saskatchewan Power Corporation v Alberta (Utilities Commission)* and *Lynch v Checker Cabs Ltd*, enhanced costs awards were made for litigation misconduct. However the enhanced costs were confined to the portion of the proceeding in which the misconduct was found to have occurred. In neither case did the enhanced costs carry over to the subsequent proceedings in which that conduct was evaluated. In *Saskatchewan Power* no costs were awarded for the application for costs.<sup>2</sup> In *Lynch* costs for the application seeking costs were assessed on the normal Schedule "C" basis.<sup>3</sup>
- Ms. Kennedy's appearance before the Court for *Sawridge #7* and Mr. Stoney's appearance with Kennedy as his counsel for *#8* were obligatory, being required by the Court. The Sawridge parties' role in *#7* was limited in nature in accordance with the SCC decision in *Jodoin* and their role in *#8* was optional.<sup>4</sup> Their suggestion that they were the successful parties misapprehends the nature of those proceedings and their role. While the Sawridge parties clearly "succeeded" in having Mr. Stoney's application dismissed and an award of solicitor and own client costs awarded in *Sawridge #6*, the proceedings in *Sawridge #7* and *#8* were of a significantly different nature: an exercise of the Court's supervisory function in relation to lawyers and litigants instituted of the Court's own motion.
- As the Court of Appeal recently reiterated in *Twinn v Twinn*, awards of costs on a solicitor and client basis are "rare and exceptional" while awards of solicitor and own client costs are "virtually unheard of except where provided by contract".<sup>5</sup> Ms. Kennedy submits that to award costs in the nature of sanctions against her or her then client for their court-ordered appearance and submissions in the court-ordered proceedings of *Sawridge #7* and *#8* would be extraordinary and unwarranted. If the Court is of the view costs are payable by Ms. Kennedy respecting the proceedings in *Sawridge #7* and *#8*, such costs should be on a party and party basis.

5. Ms. Kennedy also makes the following submissions with respect to costs in *Sawridge #8*:

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<sup>2</sup> *Saskatchewan Power Corporation v Alberta (Utilities Commission)*, 2015 ABCA 281 at para 40 [Tab 3 of First Nation's Submissions]

<sup>3</sup> *Lynch v Checker Cabs Ltd.*, 1999 ABQB 514 at para 68 [Tab 4 of Sawridge Trustees' Submissions]

<sup>4</sup> *Sawridge #6*, paras. 63, 64, 79 and 81. Ms. Kennedy also notes that while the Sawridge Trustees say that they expressly sought costs against Ms. Kennedy in their submissions on *Sawridge #6*, those submissions contain no such request.

<sup>5</sup> *Twinn v Twinn*, 2017 ABCA 419 at para 25 [Tab 3 of Kennedy's Jan 5 Submissions]

- The Sawridge parties rely upon the Court's concerns regarding Ms. Kennedy's submissions on behalf of Mr. Stoney in *Sawridge #8* as a specific basis for an award of enhanced costs. Ms. Kennedy submits that the Court's concerns regarding those submissions do not constitute a basis for an award of enhanced costs against her. Those submissions, which were filed last, responded to the Court's direction in *Sawridge #6*. They were made pursuant to Ms. Kennedy's view of her obligation to her then client Mr. Stoney as a result of the Court's decision to conduct a show cause hearing on whether Mr. Stoney should be declared a vexatious litigant. They did not give rise to, or prolong, the determination of the proceeding, which was initiated by the Court.
- Ms. Kennedy also notes that insofar as the Sawridge parties now seek a new order holding Mr. Stoney liable for the costs of *Sawridge #8*, Mr. Stoney has not been provided an opportunity to respond to that application.

6. The Sawridge parties further ask the Court to make a summary direction as to the amount of costs to be paid with respect to *Sawridge #6*, *#7*, and *#8*. Ms. Kennedy notes neither of the Sawridge parties has provided the Court with bills of costs for each proceeding. Moreover detailed submissions by Ms. Kennedy respecting specific issues with the claimed costs lies beyond the scope of this brief. The request by the Sawridge parties is impracticable and contrary to the Court's existing direction that issues respecting the amounts claimed under the existing costs award be determined by the Assessment officer.<sup>6</sup> Ms. Kennedy submits once the scope of the costs award in *Sawridge #6* is clarified and liability for costs (if any) in *Sawridge #7* and *#8* has been determined, any issues as may arise regarding the quantum of such costs can and should be dealt with by an Assessment Officer in accordance with the Court's existing direction.

## RELIEF SOUGHT

7. Based on the foregoing, Ms. Kennedy asks that the Court:
- Direct that the costs award in *Sawridge #6* for which Ms. Kennedy was made jointly and severally liable in *Sawridge #7* does not extend to steps taken with respect to *Sawridge #7* and *#8*.
  - Dismiss the applications of the Sawridge Trustees and First Nation for an order for enhanced costs payable by Ms. Kennedy with respect to the proceedings in *Sawridge #7* and *#8*.
  - Direct that any issues related to the quantum of any costs awarded be resolved by an Assessment Officer in accordance with the Court's prior direction.

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<sup>6</sup> We note this is the case, despite the Sawridge Trustees' statement at para 11 of their submissions that different bills of costs are being submitted for each hearing. Both Sawridge parties also suggest that they do not argue that Mr. Stoney is jointly and severally liable for costs in *Sawridge #7*. This contradicts their previous statements on the matter. See Ms. Bonora's letter dated Sept 14, 2017 at Tab 5 of the Trustees' Submissions, and Mr. Molstad's email sent Sept 19, 2017 at Tab 6A of the First Nation's Submissions.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 16<sup>th</sup> day of January, 2018

FIELD LLP  
Counsel for Priscilla Kennedy

Per:   
P. Jon Faulds, QC

**Tab 1**

## Kimberly Precht

---

**From:** Jon Faulds  
**Sent:** Wednesday, September 20, 2017 4:25 PM  
**To:** 'Bonora, Doris'; Denise Sutton  
**Cc:** Edward H. Molstad (emolstad@parlee.com); donald.wilson@dlapiper.com  
**Subject:** RE: Sawridge

Ms. Sutton,

Would you kindly pass along the following message to Justice Thomas:

My Lord,

We act on behalf of Ms. Kennedy and are in receipt of Ms. Bonora's message to you earlier today.

We agree attendance before your Lordship is required to address the quantum of costs arising from your decision in Sawridge #6 awarding costs of that matter to the Trustees of the 1985 Sawridge Trust and to the Sawridge First Nation against Maurice Stoney on a solicitor and own client indemnity basis, and your decision in Sawridge #7 making Ms. Kennedy jointly liable for those costs.

We received yesterday very lengthy drafts of time information from the Trustees and Sawridge, with certain information redacted. We understand, at least as regards Ms. Bonora's client, the draft information is not final. The total costs claimed in these drafts amount to approximately \$210,000.

Given the amount of the costs and the nature and extent of the information received we will require a reasonable time to review it. Based on our preliminary scan of the information we anticipate there will be a number of issues that require resolution including the scope of the costs award, as well as questions relating to particular items.

We note that your Lordship's decision in Sawridge #7 provided that: "[155] Stoney, Kennedy, the Trustees and the Sawridge Band may return to the court within 30 days of this decision if they require assistance to determine those costs." It is our understanding that Ms. Kennedy and her firm no longer represent Mr. Stoney and cannot speak for him. As a result it would appear Mr. Stoney should be afforded his own notice of any proceeding to deal substantively with the costs award against him.

In the circumstances we would submit the parties have, by way of these communications, returned to the Court for assistance within 30 days as contemplated by your decision. We would suggest that the Court convene an early meeting with counsel to provide procedural direction on how the costs issues should be dealt with, including notice to and potential involvement of Mr. Stoney. In the meantime we shall be pleased to continue to work co-operatively with other counsel to resolve as many issues as possible as between our respective clients.

We look forward to your further direction.

Jon Faulds



**P. Jonathan Faulds, QC | Partner**  
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2500 - 10175 101 ST NW, Edmonton AB T5J 0H3

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**From:** Bonora, Doris [<mailto:doris.bonora@dentons.com>]  
**Sent:** Wednesday, September 20, 2017 1:44 PM



**To:** Denise Sulton  
**Cc:** Edward H. Molstad ([emolstad@parlee.com](mailto:emolstad@parlee.com)); Jon Faulds; [donald.wilson@dlapiper.com](mailto:donald.wilson@dlapiper.com)  
**Subject:** Sawridge

Denise,

I wonder if you could pass the following message on to Justice Thomas:

Dear Mr. Justice Thomas:

We have exchanged Bills of Costs with Ms. Kennedy and her new Counsel. We have had a response from Ms. Priscilla Kennedy's counsel Jon Faulds of Field LLP and we are certain that we will need a date to appear in front of your Lordship to address the costs to be paid jointly and severally by Maurice Stoney and Priscilla Kennedy. We wonder if you could provide us with a date to appear in front of you. For your ease of reference you directed that we appear before you within 30 days of your decision and we believe that such 30 day period would expire on September 29, 2017.

We hope to be able to provide you with a list of issues and the Bills of Costs in advance of the application.

We thank you for your review of this matter and look forward to hearing from you on a time that might be convenient for you.

Yours very truly

Doris Bonora  
Dentons Canada LLP



Doris C.E. Bonora  
Partner

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[doris.bonora@dentons.com](mailto:doris.bonora@dentons.com)  
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大成 Salans FMC SNR Denton McKenna Long

Dentons is a global legal practice providing client services worldwide through its member firms and affiliates. This email may be confidential and protected by legal privilege. If you are not the intended recipient, disclosure, copying, distribution and use are prohibited; please notify us immediately and delete this email from your systems. To update your commercial electronic message preferences email [dentonsinsightsca@dentons.com](mailto:dentonsinsightsca@dentons.com) or visit our website. Please see [dentons.com](http://dentons.com) for Legal Notices.





September 21, 2017

EDWARD H. MOLSTAD, Q.C.  
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EMAIL: emolstad@parlee.com  
OUR FILE #: 64203-7/EHM

Court of Queen's Bench of Alberta  
6<sup>th</sup> Floor Law Courts Building  
1A Sir Winston Churchill Square  
Edmonton, Alberta T5J 0R2

**DELIVERED VIA EMAIL AT  
Denise.Sutton@albertacourts.ca**

**Attention: The Honourable Mr. Justice D.R.G. Thomas**

Dear Mr. Justice Thomas:

**Re: In the Matter of the Trustee Act, RSA 2000, c T-8, as Amended et al v. Roland Twinn, Catherine Twinn et al  
Court of Queen's Bench Action No: 1103 14112**

We respond to Mr. Faulds email of September 20<sup>th</sup>, 2017 at 4:25 p.m. addressed to Ms Sutton with a request that it be passed on to Mr. Justice Thomas.

Ms Bonora's offices and our offices have no objection to attending before Mr. Justice Thomas for his direction on how the costs should be dealt with.

In Mr. Faulds email dated September 20<sup>th</sup>, 2017 at 4: 25 p.m., he states that it is his understanding that Ms Kennedy and her firm no longer represent Mr. Stoney and cannot speak for him.

We were served with a Notice of Withdrawal of Lawyer of Record on September 19<sup>th</sup>, 2017, a copy of which is attached.

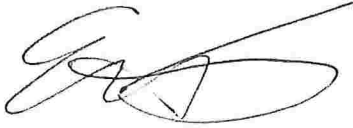
Pursuant to Rule 2.29, this must also be served on Mr. Stoney and does not take effect until 10 days after the date on which the Affidavit of Service of the Notice is filed. We have asked Mr. Faulds with a copy to Mr. Wilson of DLA Piper to advise us when the Affidavit of Service is filed and when 10 days will expire from that date in order that we might proceed to serve Mr. Maurice Stoney directly after that time.

As far as we are aware, Ms Kennedy and DLA Piper continue to be the lawyer of record for Mr. Stoney and have a duty to act for Mr. Stoney pursuant to Rule 2.25.

If Mr. Wilson and Mr. Faulds take a contrary position, we would ask that they advise the Court and Counsel's offices accordingly.

Yours truly,

PARLEE McLAWS LLP



EDWARD H. MOLSTAD, Q.C.

EHM/tlk

Encl.

- cc: Jon Faulds, Q.C., Field LLP  
*Via email: [jfaulds@fieldlaw.com](mailto:jfaulds@fieldlaw.com)*
- cc: Doris Bonora, Dentons Canada LLP  
*Via email: [doris.bonora@dentons.co](mailto:doris.bonora@dentons.co)*
- cc: Donald Wilson, DLA Piper  
*Via email: [donald.wilson@dlapiper.com](mailto:donald.wilson@dlapiper.com)*
- cc: Janet Hutchison, Hutchison Law  
*Via email: [jhutchison@jlhlaw.ca](mailto:jhutchison@jlhlaw.ca)*
- cc: Karen Platten, Q.C., McLennan Ross  
*Via email: [kplatten@mross.com](mailto:kplatten@mross.com)*

THE HONOURABLE MR. JUSTICE  
DENNIS R. THOMAS



THE LAW COURTS  
EDMONTON, ALBERTA  
T5J 0R2

COURT OF QUEEN'S BENCH OF ALBERTA

Fax No. (780) 422-8854

September 27, 2017

Edward Molstad, QC  
Parlee McLaws LLP  
[emolstad@parlee.com](mailto:emolstad@parlee.com)

Jon Faulds, QC  
Field Law LLP  
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Karen Platten, QC  
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Dear Counsel:

**Re: In the Matter of the Trustee Act, RSA 2000, c T-8, as Amended et al v Roland Twinn, Catherine Twinn et al - Action No. 1103 14112  
Sawridge #6 – Resolution of the Solicitor Client Costs Award**

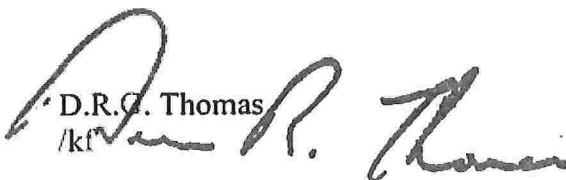
A series of emails dealing with this subject have been received by me for review.

I confirm that the time to appear before me to resolve issues related to the solicitor client costs award arising from my decision in Sawridge #6 is extended indefinitely. To the extent counsel are unable to resolve questions related to items covered by the award and/or the quantum of those costs, I direct that all such issues be resolved in a timely way by an Assessment Officer pursuant to the Rules of Court. That Assessment Officer should have the qualifications of a Review Officer.

Mr. Stoney is to be given notice of any appearance before an Assessment Officer or me. That notice shall be given by counsel acting on behalf of the Sawridge Band. I request Mr. Wilson pass on a copy of this letter to Mr. Stoney at his last known address.

I will be writing separately in respect to the settlement of the terms of the Formal Judgments implementing my decisions in Sawridge #6 and #7.

Yours truly,

  
D.R.C. Thomas  
/kt



November 15, 2017

EDWARD H. MOLSTAD, Q.C.  
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EMAIL: emolstad@parlee.com  
OUR FILE #: 64203-23/EHM

*Delivered by Hand and  
Via email to [Nicole.stansky@albertacourts.ca](mailto:Nicole.stansky@albertacourts.ca)*

Court of Queen's Bench of Alberta  
6<sup>th</sup> Floor Law Courts Building  
1A Sir Winston Churchill Square  
Edmonton, Alberta T5J 0R2

**Attention: The Honourable Mr. Justice D.R.G. Thomas**

Dear Mr. Justice Thomas:

**Re: Solicitor and own client full indemnity costs award in  
Sawridge #6, Sawridge #7 and Sawridge #8  
Court of Queen's Bench Action No: 1103 14112**

We write to seek your direction in relation to the resolution of a dispute between the parties.

You have directed the parties to attend before an Assessment Officer for a determination as to the quantum of costs in relation to the above matters. The parties cannot agree with respect to the time for which costs are recoverable. We are of the view that it is probable that the Assessment Officer would not likely address this issue in dispute and would direct that we return to your Lordship for a determination on this point.

The Sawridge First Nation and the Sawridge Trustees take the position that the solicitor and own client full indemnity costs award applies not only to the time period up to the issuance of Sawridge #6, but it also applies in relation to the costs subsequently incurred by these parties in relation to Sawridge #7 and Sawridge #8, namely:

- preparation for and attendance at the July 28, 2017 hearing directed by Your Lordship in Sawridge #6 on the issue of whether Ms. Kennedy ought to be held personally liable for some or all of the cost award made in Sawridge #6; and
- preparation of written submissions on the vexatious litigant status of Maurice Stoney as directed by Your Lordship in Sawridge #6.

Mr. Faulds will communicate to the Court the position of Ms. Kennedy in relation to this dispute.

Mr. Stoney is no longer represented by legal counsel and as a result, we would suggest that a date be set with Mr. Stoney being given notice of this date in order that he be given the opportunity to attend to make submissions.

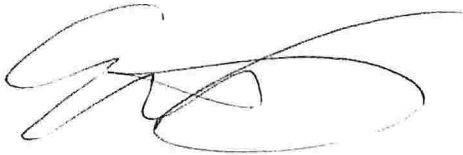
Legal Counsel, on behalf of the Sawridge Trustees and the Sawridge First Nation are prepared to appear before you to make submissions on this point.

When you receive Mr. Faulds' response to setting out his position, should you agree that a date be scheduled, we would request that you advise Counsel of the dates that you have available and we will arrange for all counsel to agree on one of those dates.

We would appreciate your direction in terms of how this matter should be dealt with.

Yours truly,

**PARLEE McLAWS LLP**



EDWARD H. MOLSTAD, Q.C.  
EHM/ELS

- cc: Jon Faulds, Field Law  
*Via email: [jfaulds@fieldlaw.com](mailto:jfaulds@fieldlaw.com)*
- cc: Doris Bonora and Anna Loparco, Dentons Canada LLP  
*Via email: [doris.bonora@dentons.com](mailto:doris.bonora@dentons.com) ; [anna.loparco@dentons.com](mailto:anna.loparco@dentons.com)*
- cc: Karen Platten, Q.C., McLennan Ross  
*Via email: [kplatten@mross.com](mailto:kplatten@mross.com)*
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500 4 Street  
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*Via Regular Mail*

**Jon Faulds, QC**

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Our File: 65063-1

November 16, 2017

**VIA EMAIL TO (NICOLE.STANSKY@ALBERTACOURTS.CA)**

Court of Queen's Bench of Alberta  
6th Floor Law Courts Building  
1A Sir Winston Churchill Square  
Edmonton, AB T5J 0R2

**Attention: The Honourable Mr. Justice D.R.G. Thomas**

My Lord:

**Re: Solicitor and own client full indemnity costs award in Sawridge #6  
Court of Queen's Bench Action No.: 1103 14112**

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We acknowledge receipt of Mr. Molstad's letter to you concerning the assessment of the costs award in Sawridge #6.

We understand Mr. Molstad wishes to arrange a hearing before you concerning the scope of the award of costs on a solicitor and own client indemnity basis made against Mr. Stoney in Sawridge #6. We understand Mr. Molstad's position to be that costs award applies prospectively to the subsequent proceedings that gave rise to your decisions in Sawridge #7 and #8.

On behalf of Ms. Kennedy, who is jointly and severally liable for the costs award made in Sawridge #6, it is our position that award applies only to the application giving rise to the decision in Sawridge #6 and not to any subsequent hearings or proceedings. Besides being the normal course we note this is consistent with the language of the decisions including paragraphs 153 and 154 of Sawridge #7 in which Ms. Kennedy was made personally liable for the costs of Sawridge #6 on a joint and several basis with Mr. Stoney.

In the circumstances we agree with Mr. Molstad that the ruling he seeks likely lies beyond the scope of the assessment officer.

Should your Lordship consider a hearing is required to address this we also agree with Mr. Molstad that it should be on notice to Mr. Stoney on a date agreeable to all parties.



Yours truly,

FIELD LLP

Jon Faulds, QC  
Partner

PJF/ab

cc: Edward Molstad, Parlee McLaws (via email)  
Doris Bonora and Anna Loparco, Dentons Canada LLP (via email)  
Karen Platten, Q.C., McLennan Ross (via email)  
Maurice Feliz Stoney (via fax)





THE HONOURABLE MR. JUSTICE  
DENNIS R. THOMAS



THE LAW COURTS  
EDMONTON, ALBERTA  
T5J 0R2  
TEL: (780) 422-2200  
FAX: (780) 427-0334

COURT OF QUEEN'S BENCH OF ALBERTA

December 20, 2017

Edward Molstad, Q.C.  
Parlee McLaws LLP  
Email: emolstad@parlee.com

Jon Faulds, Q.C.  
Field Law LLP  
Email: jfaulds@fieldlaw.com

Dear Counsel:

**Re: Solicitor and own client full indemnity costs award in Sawridge #6,  
Sawridge #7 and Sawridge #8  
Action No. 1103 14112**

I have received a request for resolution of a dispute between some of the parties in respect to solicitor-client costs. The communications on this subject are reflected in Mr. Molstad's letter of November 15, 2017 and Mr. Faulds' letter of November 16, 2017.

These issues will be resolved at a case management session to be held at 2:00 p.m. on January 5, 2018. This is the only time slot that I have available to deal with the file in the foreseeable future.

I am copying this letter to the other counsel who are involved in this file.

I have also included Mr. Stoney, who will be notified by regular mail.

At the case management meeting set for that time, I will also want an update on the status of this litigation and a report as to what progress counsel may be making in reaching a settlement of this long outstanding dispute.

I look forward to seeing you on the afternoon of January 5, 2018.

Yours truly,

A handwritten signature in black ink, appearing to be 'D.R.G. Thomas', written over a horizontal line.

D.R.G. Thomas

DRGT/pa/ns

cc: Doris Bonora and Anna Loparco (via email)  
Karen Platten, Q.C. (via email)  
Janet Hutchison (via email)  
Maurice Felix Stoney (via regular mail)  
Sharon Hinz, Case Management Coordinator (via email)

THE HONOURABLE MR. JUSTICE  
DENNIS R. THOMAS



THE LAW COURTS  
EDMONTON, ALBERTA  
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January 2, 2018

COURT OF QUEEN'S BENCH OF ALBERTA

Fax No. (780) 422-8854

Edward Molstad, Q.C.  
Parlee McLaws LLP  
Email: emolstad@parlee.com

Jon Faulds, Q.C.  
Field Law LLP  
Email: jfaulds@fieldlaw.com

Dear Counsel:

**Re: Solicitor and own client full indemnity costs award in Sawridge #6,  
Sawridge #7 and Sawridge #8  
Action No. 1103 14112**

Further to me letter of December 20, 2017, and Mr. Faulds e-mail of the same date addressed to my assistant, Ms. Stansky, it will not be necessary for Mr. Faulds to attend the case management session set for January 5, 2018 at 2 pm.

Instead, I am going to resolve the costs issue described in Mr. Molstad's letter of November 15, 2017 and Mr. Faulds letter of November 16, 2017 through the exchange of written briefs. A hearing to resolve the matter will not be necessary at this time.

To that end, I direct Mr. Faulds to provide to me a short brief, not exceeding three pages in length, on the issue by close of business on Friday, January 5, 2018. The Sawridge First Nation and Sawridge Trustees shall respond with a similar brief, not exceeding three pages, which shall be forwarded to me by close of business on January 12, 2018. All briefs shall be delivered electronically c/o my assistant at [nicole.stansky@albertacourts.ca](mailto:nicole.stansky@albertacourts.ca)

I am copying the other counsel involved by e-mail and Mr. Stoney by ordinary mail.

Yours truly,

A handwritten signature in black ink, appearing to be 'D.R.G. Thomas', written over a horizontal line.

D.R.G. Thomas

DRGT/ns

cc: Doris Bonora and Anna Loparco (via email)  
Karen Platten, Q.C. (via email)  
Janet Hutchison (via email)  
Maurice Felix Stoney (via regular mail)  
Sharon Hinz, Case Management Coordinator (via email)