COURT FILE NUMBER	**Q.B. No. 151 of 2022**

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE	**SASKATOON**
APPLICANTS	**RURAL MUNICIPALITY OF LACADENA No. 228**
	RURAL MUNICIPALITY OF MIRY CREEK No. 229
	RURAL MUNICIPALITY OF SNIPE LAKE No. 259
	GOVERNMENT OF SASKATCHEWAN, as represented by the Minister of Energy and Resources
RESPONDENT	**ABBEY RESOURCES CORP.**

IN THE MATTER OF THE RECEIVERSHIP OF ABBEY RESOURCES CORP.

AND IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ABBEY RESOURCES CORP.

BRIEF OF LAW
OF R.M. OF MIRY CREEK No. 229, R.M. OF LADACENA No. 228., and R.M. OF SNIPE LAKE No. 259

KANUKA THURINGER LLP
Barristers and Solicitors
350 Cheadle Street West
Swift Current, Saskatchewan S9H 4G3
Lawyer in Charge of File: Ryan M. Nagel / Alexander K.V. Shalashniy

SASKATCHEWAN ASSOCIATION OF RURAL MUNICIPALITES
2301 Windsor Park Road,
Regina, Saskatchewan S4V 3A4
Lawyer in Charge of File: Michael Morris, Q.C.

MILLER THOMSON LLP
Barristers and Solicitors
Suite 300, 15 – 23rd Street East
Saskatoon, Saskatchewan S7K 0H6
Lawyer in Charge of File: Dustin Gillanders

TABLE OF CONTENTS

A. INTRODUCTION

1. This Brief of Law is submitted on behalf of the Applicants in support of its Originating Application, issued February 16, 2022, for an Order (i) terminating proceedings brought by Abbey Resources Corp. ("**Abbey**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**"), (ii) discharging MNP Ltd. as monitor of Abbey, and (iii) appointing BDO Canada Ltd. as receiver (the "**Receiver**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act,* RSC 1985, c B-3 ("***BIA***"), or alternatively section 65 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01 ("***QBA***"), without security of certain of the assets, undertakings and properties of Abbey acquired for or used in relation to the business carried on by Abbey (the "**Property**").

2. The Property includes licenced wells, facilities and pipeline segments of Abbey in Saskatchewan (the "**Licenced Assets**").

3. The Rural Municipalities of Lacadena No. 258, Miry Creek No. 229 and Snipe Lake No. 259 (collectively, the "**RMs**") are secured creditors of Abbey as defined under the BIA by reason of statutory liens securing unpaid taxes created by ss. 282 and 320 of *The Municipalities Act*, SS 2005, c M-36.1.

4. The Government of Saskatchewan, as represented by the Minister of Energy and Resources (the "**Ministry**"), is an administrative body for the purpose of regulating all operations for the production of oil and gas in the Province of Saskatchewan.

5. A risk assessment report was provided to the Ministry by Abbey on December 6, 2021 (the "**Report**") raising significant deficiencies with respect to the Licensed Assets.

6. The Ministry issued an order under *The Pipelines Act, 1998* and *the Oil and Gas Conservation Act*, being MRO 14/22 dated January 24, 2022 suspending the licences of all high and very high-risk pipelines and requiring Abbey to cease operations of these pipelines by shutting them in (the "**Minister's Order**").

7. The Applicants submit that the appointment of a Receiver is necessary as there is no viable restructuring given the estimates for remediation of the deficiencies raised by the Report and noted in the Minister's Order, and that the continuation of operations by Abbey poses a significant risk to the environment and the RM's residents and landowners.

B. FACTS

8. Abbey was granted creditor protection under to the CCAA pursuant to the Initial Order of Honourable Justice Meschishnick granted August 13, 2021, as extended and amended by the Order dated November 24, 2021 (the "**Initial Order**").

9. Abbey owns and operates approximately 2,200 gas wells in the Province of Saskatchewan, with approximately 800 of those wells located within the RM of Miry Creek[1] and 900 located within the RM of Lacadena.[2]

10. On February 1, 2022, the RM of Miry Creek delivered a Notice of Intention to Enforce Security to counsel for Abbey, and on February 2, 2022, the RM of Lacadena delivered a Notice of Intention to Enforce Security.

C. ISSUES

11. The following issues are before this Honourable Court:

1. Should the CCAA proceedings be terminated and a Receiver be appointed over Abbey pursuant to the *BIA*?
2. Alternatively, should a Receiver be appointed over Abbey pursuant to the *QBA*?

D. ARGUMENT

1 CCAA Proceedings should be Terminated and a Receiver should be appointed over Abbey pursuant to the BIA

12. The common law power for superior courts of inherent jurisdiction to appoint a receiver manager over a debtor's property is codified in section 243(1) of the *BIA* and section 65 (1) of the *QBA*.

13. Section 243(1) of the *BIA* allows for the appointment of a receiver in any circumstance where it is "just or convenient" to do so:

---

1 Affidavit of Karen Paz, sworn July 19, 2021 at para 4 ("**Paz Affidavit**").
2 Affidavit of Yvonne Nelson, sworn July 26, 2021 at para 3 ("**Nelson Affidavit**").

> (1) Subject to subsection (1.1), **on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so**:
>
> (a) Take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
>
> (b) Exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
>
> (c) Take any other action that the court considers advisable. [emphasis added]

14. It is just and convenient to appoint a Receiver over Abbey as the RMs are secured creditors with serious concerns as to the viability of the continued operation of Abbey and the significant risks that Abbey's current management and operation poses to the RMs, and the health and safety of the environment and residents.

1.1 Standing as Secured Creditor

15. Section 2(1) of the BIA defines "secured creditor":

> ***secured creditor* means a person holding a** mortgage, hypothec, pledge, charge or **lien on or against the property of the debtor or any part of that property as security for a debt due or accruing due to the person from the debtor**, or a person whose claim is based on, or secured by, a negotiable instrument held as collateral security and on which the debtor is only indirectly or secondarily liable ... [emphasis added]

16. Municipalities have standing as a secured creditor pursuant to section 320 of *The Municipalities Act*, SS 2005, c M-36.1:

> 320(1) The taxes due on any property:
>
> (a) are a lien against the property; and
>
> (b) are collectable by action or distraint in priority to every claim, privilege, lien or encumbrance, except that of the Crown.
>
> (2) A lien, and its priority, mentioned in this section are not lost or impaired by any neglect, omission or error of any employee of the municipality

17. Interest owing on the taxes levied are included in the secured claim by operation of section 282 of *The Municipalities Act*:

> 282 A penalty imposed pursuant to section 279 or 280 is part of the tax with respect to which it is imposed.

18. Section 2(1) of *The Municipalities Act* defines "taxes" as including any tax levied against property in a municipality and "municipality" as including a rural municipality.

19. In *Empire Meat Co. (Bankrupt), Re (No. 2),* [1989] 6 WWR 219, 81 Sask R 1 (SKQB), this Court considered whether a municipality was a secured creditor within the meaning of the BIA, finding:

> 16 The moneys owing thus are a municipal tax with a lien on lands and building with priority save for the Crown. That being so, **the preferential lien places the municipal taxes within the exception to s. 136(1)(*e*) of the *Bankruptcy Act*.** That being so, the city is a secured creditor. [emphasis added]

20. In *Prairie Sulphate Corporation v Chesterfield (Rural Municipality No. 261)*, 2006 SKQB 159, 280 Sask R 317, this Court reaffirmed that a rural municipality has the status of a secured creditor with respect to municipal taxes levied against the land and improvements:

> **3 Municipal taxes in Saskatchewan are assessed against real estate which includes land and the improvements situated thereon and therein, and the word "improvements" includes not only buildings, but also resource production equipment of any mine. The taxes levied against the land, the improvements and the plant and equipment of the mine all have "secured creditor" priority.**
>
> [...]
>
> 6 Had PSC not become bankrupt there would have been no question that the land, building and improvements, including the resource production equipment would have been subject to the lien of the R.M. for outstanding taxes.
>
> 7 **There is no reason to believe that the *Bankruptcy and Insolvency Act* is intended to deprive the R.M. of its secured creditor status for the benefit of other secured creditors.** If such were the case, banks who are the other secured creditors in most cases would be the most frequent beneficiaries. [emphasis added]

21. The RMs are secured creditors under *The Municipalities Act* and the BIA, giving them standing to bring this receivership application.

1.2 Relief under section 243(1.1)(b)

22. Section 243(1.1) of the BIA provides that the Court may appoint a receiver after the expiry of 10 days after the secured creditor sends a notice of intention to enforce security under section 244(1). The section reads:

> **243 (1.1)** In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless
>
> > (a) the insolvent person consents to an earlier enforcement under subsection 244(2); or
> > (b) the court considers it appropriate to appoint a receiver before then. [emphasis added]

23. The RMs of Miry Creek and Lacadena have delivered a Notices of Intention to Enforce Security to counsel for Abbey, fulfilling the ten-day notice requirement imposed by s. 243(1.1).

1.3 Just and Convenient to Appoint a Receiver

24. In determining whether it is just or convenient to order the appointment of a receiver in proceedings, courts have had regard to a number of factors. In *Affinity Credit Union 2013 v Vortex Drilling Ltd.*, 2017 SKQB 228, 50 CBR (6th) 220, the Honourable Justice Scherman highlighted the following applicable considerations in determining if it was just or convenient to appoint a receiver:

> 19 In a previous unreported decision in *Golden Opportunities Fund Inc. v. Phenomenome Discoveries Inc.* [2016 CarswellSask 607 (Sask. Q.B.)]. (25 February 2016) Saskatoon, QB 1639 of 2015, I summarized jurisprudence with respect to applications to appoint a receiver under s. 243 of the *BIA*. I repeat here that summary, which I view as remaining accurate:
>
> > 5. **Under s. 243(1) of the *BIA* this court can, on application of a secured creditor, appoint a receiver where it considers it just and convenient to do so.** Instructive decisions on the factors relevant to the court's determination of whether it is "just and convenient" include *Bank of Montreal v. Carnival National Leasing Ltd.* 2011 ONSC 1007 *and Kasten Energy Inc. v. Shamrock Oil & Gas Ltd.* 2013 ABQB 63.
> >
> > 6. In Carnival the court said the following regarding the just and convenient criteria at para 24 of its reason:
> >
> > > In *Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), 40

C.B.R. (3d) 274 (Ont. Gen. Div. [Commercial List]), Blair J. (as he then was) dealt with a similar situation in which the bank held security that permitted the appointment of a private receiver or an application to court to have a court appointed receiver. He summarized the legal principles involved as follows:

> 10 **The Court has the power to appoint a receiver or receiver and manager where it is "just or convenient" to do so**: the Courts of Justice Act, R.S.O. 1990, c. 43, s. 101. **In deciding whether or not to do so, it must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto.** The fact that the moving party has a right under its security to appoint a receiver is an important factor to be considered but so, in such circumstances, is the question of whether or not an appointment by the Court is necessary to enable the receiver-manager to carry out its work and duties more efficiently; ... It is not essential that the moving party, a secured creditor, establish that it will suffer irreparable harm if a receiver-manager is not appointed: *Swiss Bank Corp. (Canada) v. Odyssey Industries Inc.* (1995), 30 C.B.R. (3d) 49.

7. In *Kasten* the court said the following:

> 13 **Both parties agree that the factors that may be considered in making a determination whether it is just and convenient to appoint a Receiver are listed in a non-exhaustive manner in *Paragon Capital Corp. v. Merchants & Traders Assurance Co.*,** 2002 ABQB 430 (Alta. Q.B.) at para 27... to include:
>
> a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where the appointment of a receiver is authorized by the security documentation;
> b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
> c) the nature of the property;
> d) the apprehended or actual waste of the debtor's assets;
> e) the preservation and protection of the property pending judicial resolution;
> f) the balance of convenience to the parties;
> g) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
> h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty with the debtor and others;
> i) the principle that the appointment of a receiver is

> extraordinary relief which should be granted cautiously and sparingly;
> j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its' duties more efficiently;
> k) the effect of the order upon the parties;
> l) the conduct of the parties;
> m) the length of time that a receiver may be in place;
> n) the cost to the parties;
> o) the likelihood of maximizing return to the parties;
> p) the goal of facilitating the duties of the receiver...

25. The Honourable Justice Elson recently relied on these factors in *Pillar Capital Corp. v Harmon International Industries Inc.,* 2020 SKQB 19, noting that "while the factors vary in their importance, no one factor is determinative." Justice Elson stressed that the Court must take a broad, contextual approach in its analysis of the factors.

26. Having regard for the following factors, it is just and convenient for the court to appoint a receiver pursuant to s. 243(1) of the BIA because:

(a) the continued care and maintenance of the Licenced Assets is critical to the preservation of the Licenced Assets and remediation of certain Licenced Assets is critical to the welfare of the environment. The Report raised further concern over significant number of deficiencies and risks with the Licenced Assets, demonstrating the irreparable harm caused by Abbey;

(b) the nature of Abbey's Licenced Assets include gas wells located in Saskatchewan which currently provide a risk to the health and welfare of the environment, land owners and rate payers in the RMs. In addition, Abbey does not have the current liquidity to maintain the Licensed Assets, nor comply with the legislative requirements for shutting down the wells. Same was a consideration in the decision of *Pandion Mine Finance Fund LP v Otso Gold Corp.,* 2022 BCSC 136, with the Court noting: "A continuing expenditure of funds is necessary to preserve the value of the mine. Otherwise, it is a wasting asset. Otso does not have the funds required even to keep the mine in "care and maintenance" mode. It has been unable to find a lender in the context of the *CCAA* proceeding. Brunswick is unwilling to inject further

equity. Pandion is willing to fund the necessary expenditure in the context of a receivership, but not otherwise."

(c) the Applicants have valid and serious concerns regarding the preservation and protection of the Licenced Assets, discrepancies in information provided by Abbey and the failure of Abbey to meet its post-filing obligations, all of which have been elevated following the findings in the Report;

(d) the balance of convenience supports the appointment of the Receiver as Abbey has demonstrated serious financial stress on a continued basis since the Initial Order and has not provided an acceptable timeframe for remediation despites the associated risks;

(e) the receivership makes business sense from a cost and efficiency perspective, given that there can be no viable restructuring given the estimates of remediation. Further, if the Minister's Order is upheld by this Court, it would also cease any prospect of Abbey restructuring;

(f) the appointment of a Receiver will be the most cost-effective means to dealing with the Licenced Assets of Abbey, and means to take charge of the remediation;

(g) the Receiver will be positioned to address the environmental and safety concerns of the Applicants with respect to the Licenced Assets, and make distributions to creditors on a more efficient basis.

2 Alternatively, a Receiver should be appointed over Abbey pursuant to the QBA

27. In the alternative, a receiver manager may be appointed over Abbey's assets pursuant to section 65(1) of the QBA, which provides that the Court, upon application, may appoint a receiver if it is "just or convenient to do so". The section reads as follows:

> 65(1) **A judge may**, on an interlocutory application, grant a mandamus or an injunction or **appoint a receiver where it appears to the judge to be appropriate or convenient that the order should be made.**
>
> (2) An order pursuant to subsection (1) may be made unconditionally or on any terms

and conditions that the judge considers appropriate. [emphasis added]

28. The test for when a receiver manager will be appointed pursuant to section 65 of the QBA is laid out by the Honourable Justice Klebuc in *Pelican Lake First Nation v Bill*, 2003 SKQB 566, 244 Sask R 182:

> 14 **Section 65 of *The Queen's Bench Act, supra*, provides that a judge of this Court may, on an interlocutory application, appoint a receiver where it appears to the judge that such an order is appropriate or convenient.** The section also empowers the Court to impose terms and conditions as part of a receivership order.
>
> [...]
>
> 19 At pp. 3 and 4, *Bennett on Receiverships* summarized the method for obtaining a court-appointed receiver and the purpose for such a receiver in these words:
>
> > . . . Under section 101 of the *Courts of Justice Act*, **a court may appoint a receiver or a receiver and manager where it appears to the judge that it is "just or convenient" to do so** . . . . The most common use of this section is by a security holder who seeks the assistance of the court for the purpose of enforcing the rights under a security instrument against the debtor's assets. It is also used in many different situations whether at common law or in equity . . . .
> >
> > **In addition, the court may appoint a receiver pursuant to the power granted by another statute or by way of equitable execution following a judgment against the debtor. Lastly, the court may appoint a receiver where it is necessary to preserve specific property from some danger during the course of a lawsuit between the parties.** This situation does not arise as frequently as the others. Such a receiver is seldom given the power to sell the property except in the ordinary course of business. In this case, the receiver is a custodian of the property pending disposition of the action. The plaintiff usually claims some proprietary interest in the property.
>
> At p. 134, ***Bennett on Receiverships*** **enumerates circumstances in which a court will appoint a receiver, or a receiver and manager**, namely:
>
> > (1) any partnership dispute in order to protect assets that may be in the possession and control of one of the partners;
> >
> > (2) **by an execution creditor for the appointment of an equitable receiver in aid of execution;**
> >
> > (3) by shareholders of a corporation which is mismanaged; or in a shareholders' dispute where there is a "hopeless deadlock";
> >
> > . . .
> >
> > (7) by a party to an action where it is necessary to preserve and protect the

property that is in dispute pending a declaration or a judgment.

The phrase "just or convenient" is often referred to in receivership applications. In *Receiverships*, Bennett at p. 91 articulates the essential requirements of such phrase:

> **In determining whether it is "just or convenient" that a receiver should be appointed, the court will consider many factors which will vary in the circumstances of the case. The court will consider whether irreparable harm might be caused if no order were made, the risk to the security holder, the apprehended or actual waste of the debtor's assets, the preservation and protection of the property pending the judicial resolution, the balance of convenience to the parties** and the enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others. [emphasis added]

29. In the last paragraph referenced above, Justice Kelbuc relied on Bennett's identification of factors to determine if a circumstance was just or convenient to warrant the appointment of a receiver manager. These factors include whether irreparable harm might occur if no order is made.

30. Section 65 of the QBA is similar to section 13(2) of the *Judicature Act*, RSA 2000, c J-2 which reads as follows:

> 13(2) An order in the nature of a mandamus or injunction may be granted or a receiver appointed by an interlocutory order of the Court in all cases in which it appears to be just or convenient that the order should be made, and the order may be made either unconditionally or on any terms and conditions the Court thinks just.

31. In determining whether to grant relief pursuant to section 13(2) of the *Judicature Act*, the Alberta Court of Queen's has adopted the same test used for granting interlocutory injunctive relief. The "tripartite test" for interlocutory injunctive relief was outlined by the Supreme Court of Canada decision in *RJR - MacDonald Inc. v Canada (Attorney General)*, 1994 SCC 117, [1994] 1 SCR 311 which was cited in *MTM Commercial Trust v Statesman Riverside Quays Ltd.*, 2010 ABQB 647 at para 12, 70 CBR (5th) 233 ("**MTM Commercial**") as follows:

(a) a preliminary assessment must be made of the merits of the case to ensure that there is a serious issue to be tried;

(b) it must be determined that the moving party would suffer "irreparable harm" if the motion is refused; and

(c) an assessment must be made to determine which of the parties would suffer greater harm from the granting or refusal of the remedy pending a decision on the merits - that is, the "balance of convenience",

2.1 Serious Issue to be Tried

32. As outlined in *MTM Commercial*, in determining whether there is a serious issue to be tried, the Court considers "the strength of the applicant's case as an important consideration in a determination of whether to grant an injunction prior to trial" (para 52).

33. The Applicants have established a strong prima facie case that Abbey is not able to exercise care and control of its Licenced Assets. The Applicants have significant concern regarding the potential for spills and leaks located on lands within the RMs and the remediation estimates tendered by Abbey. The Applicants view the continued operation by Abbey as posing a significant risk to the environment and residents of the RMs. Regardless of whether the Minister's Order is upheld, there can be no viable restructuring given the estimates for remediation of the problems within the pipelines noted in the Minister's Order.

2.2 Irreparable Harm Test

34. In reviewing this factor, the Court considers whether the receivership order would "give rise to harm that either cannot be quantified in monetary terms or that cannot be subsequently cured": *MTM Commercial* at para 56.

35. Failure to appoint a receiver could have significant environmental risks if the assets of Abbey are not properly transferred to an entity who has proper funding to continue its operations or, alternatively, shut in, seal and lock assets in the proper manner in accordance with the regulatory obligations. The harm cannot be quantified in monetary terms that could be paid by Abbey.

2.3 Balance of Convenience Test

36. This factor requires the Court to assess which of the parties would suffer greater harm from the granting or refusal of the receivership order.

37. In *BG International Ltd. v Canadian Superior Energy Inc.*, 2009 ABCA 127, 53 CBR (5th) 161, the Alberta Court of Appeal dealt with an appeal of a decision appointing an interim receiver to take control of an oil well operated by Canadian Superior Energy Inc. located off the coast of Trinidad and Tobago. The receivership order at issue was granted under the *Judicature Act*. In its decision, the Court of Appeal noted that a remedial order to appoint a receiver "should not be lightly granted" and that the court must consider and balance the position of both parties.

38. Abbey has not demonstrated that it will work cooperatively with the Ministry to ensure its Licenced Assets do not pose any health, safety or environmental risks. Abbey has been in CCAA proceedings for approximately six months and has demonstrated that it does not have the financial resources to operate its assets in accordance with the regulatory and legislative requirements. This is a significant point of concern for the Applicants.

39. The Applicants have lost faith in the management of Abbey and do not have faith in the management of Abbey to operate the Licenced Assets in a safe manner given the Report and the Minister's Order.

40. There has been no opposition by the other creditors to this application to appoint the Receiver over Abbey. When weighing the position of the parties, the balancing of interests favours the position of the Applicants. There are no appropriate remedies short of appointing a Receiver over the Property of Abbey that would protect the interests of all of the stakeholders of Abbey.

41. Pursuant to section 243(1) of the BIA and alternatively, section 65(1) of the QBA, it is appropriate to appoint BDO as Receiver, without security, of the assets, undertakings and properties acquired for, or in relation to, the business of Abbey.

E. RELIEF SOUGHT

42. The Applicants seek an Order:

(a) terminating the proceedings under the CCAA;

(b) discharging MNP Ltd. as Monitor of Abbey;

(c) appointing BDO Canada Ltd. as court-appointed receiver of Abbey pursuant to s. 243(1) of the BIA, or alternatively, s. 65(1) of the QBA; and

(d) such further and other relief as counsel may request and this Honourable Court may allow.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

DATED at the City of Regina, in the Province of Saskatchewan, this 25 day of February, 2022.

KANUKA THURINGER LLP

Per: _____
Solicitors for the R.M. of Miry Creek No. 229

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 25th day of February, 2022.

MILLER THOMSON LLP

Per: _____
Solicitors for the R.M. of Ladacena No. 228

DATED at the City of ~~Saskatoon~~ Regina, in the Province of Saskatchewan, this 25th day of February, 2022.

SASKATCHEWAN ASSOCIATION OF RURAL MUNICIPALITES

Per: _____
Solicitors for the R.M. of Snipe Lake No. 259

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Lawyer in Charge of File:
Ryan M. Nagel/Alexander K.V. Shalashniy

KANUKA THURINGER LLP
Barristers and Solicitors
350 Cheadle Street West
Swift Current, SK, S9H 4G3

Tel: 306.773.4800
Fax: 306.773.0040
Email: rnagel@kanuka.ca / ashalashniy@kanuka.ca

Lawyer in Charge of File:
Dustin Gillanders

MILLER THOMSON LLP
Suite 300, 15 – 23rd Street East
Saskatoon, Saskatchewan S7K 0H6

Tel: 306.667.5616
Fax: 306.652.1586
Email: dgillanders@millerthomson.com

Lawyer in Charge of File:
M. Kim Anderson, Q.C.

ROBERTSON STROMBERG LLP
600-105 21st Street E
Saskatoon, Saskatchewan S7K 0B3

Tel: 306.652.7575
Fax: 306.652.2445
Email: mk.anderson@rslaw.ca

39936-0001/no
DM 3173061 v3

F. AUTHORITIES

Note: to be listed in alphabetical order within each section

Cases

Name & Citation	Paragraph of decision	Paragraph of Brief	Principle
Affinity Credit Union 2013 v Vortex Drilling Ltd., 2017 SKQB 228, 50 CBR (6th) 220	19	26	Test to appoint receiver/considerations
BG International Ltd. v Canadian Superior Energy Inc., 2009 ABCA 127, 53 CBR (5th) 161		39	Similar fact
Empire Meat Co. (Bankrupt), Re (No. 2), [1989] 6 WWR 219, 81 Sask R 1 (SKQB)	16	20	Standing as secured creditor
MTM Commercial Trust v Statesman Riverside Quays Ltd., 2010 ABQB 647 at para 12, 70 CBR (5th) 233	12 52 56	33 34 36	Tripartite test
Pandion Mine Finance Fund LP v Otso Gold Corp., 2022 BCSC 136	56	26(b)	Similar fact
Pelican Lake First Nation v. Bill, 2003 SKQB 566, 244 Sask R 182	14,19	30	Interpretation of Section 65 of *QBA*
Pillar Capital Corp. v Harmon International Industries Inc., 2020 SKQB 19		27	Standing as secured creditor; Test to appoint receiver/considerations
Prairie Sulphate Corporation v Chesterfield (Rural Municipality No. 261), 2006 SKQB 159, 280 Sask R 317	3; 6-7	21	Standing as secured creditor
RJR - MacDonald Inc. v Canada (Attorney General), 1994 SCC 117, [1994] 1 SCR 311		33	Tripartite test

Statutes

Name	Paragraph	Paragraph in Brief	Principle
Bankruptcy and Insolvency Act, RSC 1985, c B-3	243(1) 2(1) 243(1.1) 244(1)	1 3 13, 14, 28, 43, 44(c) 16 23, 24 23	Definition of Secured Creditor
The Queen's Bench Act, 1998, SS 1998, c Q-1.01	65(1)	1 13, 29, 30, 32, 43, 44(c)	Just as convenient test
The Municipalities Act, SS 2005, c M-36.1	282, 320 320 282 2(1)	3 17 18 19 22	Standing as Secured Creditor
Judicature Act, RSA 2000, c J-2	13(2)	32, 33 39	Just as convenient test
Companies' Creditors Arrangement Act, RSC 1985, c C-36		1, 8, 40, 44(a)	
The Pipelines Act, 1998		6	
Oil and Gas Conservation Act		6	