

Docket: 2006-2851(IT)G

BETWEEN:

CHRISTOPHER MICHAEL MARGETTS,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

Appeals heard on common evidence with appeals 2006-3521(GST)G,
on May 4, 2009 at Vancouver, British Columbia

By: The Honourable Justice B. Paris

Appearances:

Counsel for the Appellant: Andrew Sandilands

Counsel for the Respondent: Johanna Russell

JUDGMENT

The appeal from assessments made under subsection 160(1) of the *Income Tax Act*, notices of which are dated September 12, 2005, and bear numbers 26011 and 26013 are allowed in part, and assessment number 26011 is referred back to the Minister for reconsideration and reassessment on the basis that the amount of the assessment be reduced to \$17,672.47.

Signed at Ottawa, Canada, this 19th day of October, 2009.

“Brent Paris”

Paris J.

Docket: 2006-3521(GST)G

BETWEEN:

CHRISTOPHER MICHAEL MARGETTS,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

Appeals heard on common evidence with appeals *2006-2851(IT)G*,
on May 4, 2009 at Vancouver, British Columbia

By: The Honourable Justice B. Paris

Appearances:

Counsel for the Appellant: Andrew Sandilands

Counsel for the Respondent: Johanna Russell

AMENDED JUDGMENT

The appeal from the assessment made under subsection 325(1) of the *Excise Tax Act*, notice of which is dated September 12, 2005, and bears number A106731 is dismissed.

The appeal from the assessment made under subsection 325(1) of the *Excise Tax Act*, notice of which is dated September 12, 2005, and bears number A106732 is allowed, and the assessment is referred back to the Minister of National Revenue for reconsideration and reassessment on the basis that the amount is to be reduced by **\$17,085.02**.

Signed at Ottawa, Canada, this **3rd** day of **November**, 2009.

“B.Paris”

Paris J.

Citation: 2009 TCC 526
Date: 20091103
Docket: 2006-2851(IT)G
2006-3521(GST)G

BETWEEN:

CHRISTOPHER MICHAEL MARGETTS,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

AMENDED REASONS FOR JUDGMENT

Paris J.

[1] The Appellant is challenging four assessments totalling \$187,757.49 made by the Minister of National Revenue, two under subsection 160(1) of the *Income Tax Act* (“*ITA*”) and two under subsection 325(1) of the *Excise Tax Act* (“*ETA*”).

[2] The Appellant was assessed on the basis that his father, Bruce Margetts, transferred a one-third interest in certain property located in Halfmoon Bay, British Columbia (the “Property”) to him for no consideration while he, Bruce Margetts, had an unpaid income tax liability of \$53,700.62 and an unpaid GST liability of \$134,056.87.

[3] It is the Appellant’s position that Bruce Margetts was holding the one-third interest in the Property in trust, and therefore only transferred a bare legal interest to the Appellant. He says that this transfer was not sufficient to engage subsections 160(1) of the *ITA* and 325(1) of the *ETA*.

[4] In the alternative, the Appellant says that even if Bruce held a beneficial interest in the Property, he (the Appellant) received the interest in his capacity as

trustee of the Bruce Margetts Family Trust, and that the transfer would fall outside the scope of subsections 160(1) and 325(1).

[5] In the further alternative, the Appellant says that if the interest he received from Bruce Margetts was a beneficial interest in the Property, the fair market value of that interest should be reduced by the amount outstanding on two mortgages against the property at the time of the transfer.

Facts

[6] At some point in the early or mid-1980s, the Appellant's grandfather, Ronald Margetts, purchased vacant land in Halfmoon Bay, British Columbia, to use as a recreational property for his family. A house was moved onto the land, and improvements were made to both the land and the house over time. According to the evidence, Ronald's wife Mabel and his children, Leigh, Catherine and Bruce, performed some of this work. The Property was used by the entire family and later by the families of Leigh, Catherine and Bruce.

[7] In 1989, Ronald died and Mabel inherited the Property. There was a mortgage and a judgment against it at the time, and Mabel was unable to make the mortgage payments. After lengthy discussions between Mabel and her children, it was decided that Bruce and Leigh would each pay one-half of the mortgage payments and the maintenance expenses. Catherine was not required to contribute to the payments because she did not have the financial means to do so. It was also agreed that Mabel would sell the Property to Bruce, Leigh and Catherine for a purchase price of \$200,000, less the amount of the mortgages outstanding on the property. The sale was also made subject to certain conditions which I will set out below.

[8] No written agreement regarding the sale of the Property was prepared until several years later, possibly as late as 1997 when the parties executed two agreements, both dated "as of November 20, 1989". In the first agreement, entitled "Transfer of Beneficial Interest and Declaration of Trust" (the "Transfer Agreement") the parties acknowledged that Mabel had agreed to sell the Property to Bruce, Leigh and Cathy and that they had agreed to purchase it for \$200,000 and that they had given a demand promissory note for \$200,000 to Mabel. Mabel also agreed that she was holding title to the Property as agent of and in trust for Bruce, Leigh and Catherine until they registered the transfer. Paragraphs 5 and 6 of the Transfer Agreement stated:

- 5 The Grantor does hereby grant, assign, transfer and convey to the Grantees all of the beneficial estate, right, title, interest, inheritance, trust, profit, claim and demand of the Grantor in and to the Lands and every part and parcel thereof together with all the appurtenances to the Grantees, which the Grantor agreed and intended to grant, assign, transfer and convey in 1989.
- 6 The Grantor agrees and declares that she holds the Lands as agent of and in trust for the Grantees.

Under paragraph 10(b) of the Transfer Agreement, Mabel was given the use of the Property during her lifetime, in exchange for the payment of property taxes and utilities:

- 10 The transfer herein contemplated is made expressly subject to the following terms and conditions:
 - (b) The Grantees hereby covenant and agree that the Grantor shall have, and hereby grant to the Grantor the use, occupation and enjoyment of the Lands during her lifetime free of rent, she at her own expense to pay for all taxes and insurance premiums, and all utilities consumed in and about the Lands;

Under paragraph 10(e) of the Agreement, Bruce, Leigh and Catherine agreed to enter into a further agreement:

- (e) It is a condition of the granting of the lands to the Grantees that they shall enter into an agreement in the form of the draft which is attached hereto as Schedule "B", and the Grantees covenant and agree to enter into and agree to be bound by such agreement, each of the Grantees acknowledging that the consideration flowing to the Grantor includes in part the execution of such agreement by the Grantees;

[9] The preamble to the agreement (the "Second Agreement") referred to in paragraph 10(e) of the Transfer Agreement stated that it was intended to deal with the parties' "respective rights and obligations with respect to the Lands, and the management and disposition thereof both before and after the death of Mabel Margetts". It set out, in part, that Bruce, Leigh and Catherine would contribute equally to the upkeep of the property, that Bruce and Leigh would pay the mortgage payments, and that, subject to Mabel's right of occupancy, Bruce, Leigh and Catherine would be entitled to equal use of the property. The Second Agreement also stated at paragraph 7 that Mabel intended the Property to remain a "family asset":

7. Each of the parties acknowledges and agrees that it is the intention of Mabel Margetts, the Covenantee, and of the parties that the Lands shall become and remain a family asset to be enjoyed by the issue of Ronald and Mabel Margetts, and to that end that they shall use their best efforts to retain and maintain the Lands such that the issue of Ronald and Mabel Margetts may use and enjoy the Lands as she intended.

[10] In March 2002, a transfer of the Property from Mabel to Bruce, Leigh, and Catherine, as joint tenants, was registered in the Land Titles Office. The evidence did not disclose why the title was transferred at that time but it may have been necessary in order to place an additional mortgage on the property which was done shortly thereafter. The new mortgage, for \$188,000, was signed by Bruce, Leigh and Catherine. Out of the mortgage proceeds, \$28,000 was used for repairs to the house and \$160,000 went to Leigh for use in his business. Leigh made payments in respect of the proceeds he received, and Leigh and Bruce each paid one-half of the payments in respect of the \$28,000 used for repairs. Bruce and Leigh continued to split the payments on the pre-existing mortgage.

[11] In April 2004, two corporations of which Bruce was the sole director (Crane Force Ltd. and Crane Master Sales Ltd.) were placed into bankruptcy. The liabilities of the corporations included unremitted source deductions of income tax and unremitted GST.

[12] According to Bruce's testimony, his mother became concerned that as a result of the bankruptcy of the corporations, he would not "be able to live up to his obligations" under the 1989 agreements respecting the Property and sent him a letter dated April 23, 2004¹ which read:

April 23rd/04
2187 McMullen Ave.
Vancouver, BC V6L 3B3

Dear Bruce,

Due to your circumstances, I do not believe that you can live up to your obligations per the agreement between Ronald & Mabel Margetts.

I would like the situation dealt with.

¹ Exhibit A-1, Tab 11.

Sincerely,

Mabel Margetts

[13] On October 10, 2004, Mabel directed Bruce to return his interest in the property to her on the basis that she had made a demand on him to repay his share of the \$200,000 promissory note given in payment for the property, and that he had not complied with the demand. She further directed Bruce to transfer his interest in the property to the Appellant in satisfaction of her demand for the return of the interest to her. These directions were contained in a document Mabel gave to Bruce at a family gathering.

[14] On the same date, Mabel purported to set up the Bruce Margetts Family Trust (the "Family Trust") for the benefit of "Bruce Margetts, his lawful spouse, his children and grandchildren and such others who may be added from time to time". According to the trust documents, the subject matter of the trust was an undivided one-third interest in the Property. The Appellant was appointed as trustee of the Family Trust.

[15] Also on October 10, 2004, Mabel, Bruce, Leigh, Catherine and the Appellant executed an agreement entitled "Transfer of Legal Interest and Assignment of Contracts Dated November 30, 1989", whereby Bruce agreed to transfer his interest in the Property, and all his rights and obligations under the two 1989 agreements to the Appellant. The Appellant agreed to perform all the obligations of Bruce Margetts contained in the 1989 agreements.

[16] On October 26, 2004, a transfer of Bruce's interest in the Property to the Appellant was registered in the Land Titles Office.

[17] On November 4, 2006, Bruce was assessed by the Minister under the director's liability provisions of the *ITA* and the *ETA* for the amounts of income tax source deductions and GST that his two corporations had failed to remit, along with accrued interest. On September 12, 2005, the Appellant was assessed under subsection 160(1) of the *Act* and subsection 325(1) of the *ITA* as a result of the transfer of the Property to him by Bruce. Four notices of assessment were issued as follows:

- Assessment number 26011 for \$25,446.10 in respect of the director's liability assessment of Bruce relating to the income tax remittance debt of Crane Master Sales Ltd.
- Assessment number 26013 for \$28,254.52 in respect of the director's liability assessment of Bruce relating to the income tax remittance debt of Crane Force Ltd.
- Assessment number A106731 for \$14,005.87 in respect of the director's liability assessment of Bruce relating to the GST debt of Crane Master Sales Ltd.
- Assessment number A106732 for \$120,054.87 in respect of the director's liability assessment of Bruce relating to the GST debt of Crane Force Ltd.

At the hearing of these appeals, counsel for the Respondent conceded that the subsection 160(1) assessment numbered 26011 against the Appellant should be reduced to \$17,672.47.

Appellant's position

[18] The Appellant submitted that, by virtue of the 1989 Agreements, Bruce held a one-third interest in the Property in trust, and therefore, all he had to transfer to the Appellant was a bare legal interest. As a result, the Appellant says that subsection 160(1) of the *Act* and subsection 325(1) of the *ETA* do not apply because there was no transfer of property.

[19] The Appellant also said that, even if Bruce received a beneficial interest in the property as a result of the 1989 Agreements, Mabel became entitled to a return of that interest as a result of his failure to comply with her demand for payment of the promissory note. At that point, therefore, Mabel acquired the beneficial interest in the Property from Bruce. Therefore, Bruce did not have the beneficial interest in the Property at the time he transferred the Property to the Appellant. In other words, Mabel's direction to Bruce to transfer the Property to the Appellant amounted to a transfer of the beneficial interest to the Appellant by her rather than by Bruce.

[20] In any event, the Appellant contended that, regardless of who had the beneficial interest in the Property prior to the transfer, he received legal title to the Property for the benefit of the trust beneficiaries, and subsections 160(1) and 325(1) do not apply.

[21] Finally, the Appellant submitted that, if he received a beneficial interest in the Property, the fair market value of that interest was less than that assumed by the

Minister because the Minister failed to take into account the encumbrances against the property, which totalled at least \$285,000 at the time of the transfer.

Legislative Provisions

[22] Subsection 160(1) of the *ITA* reads as follows:

160(1) Where a person has, on or after May 1, 1951, transferred property, either directly or indirectly, by means of a trust or by any other means whatever, to

- (a) the person's spouse or common-law partner or a person who has since become the person's spouse or common-law partner,
- (b) a person who was under 18 years of age, or
- (c) a person with whom the person was not dealing at arm's length,

the following rules apply:

- (d) the transferee and transferor are jointly and severally liable to pay a part of the transferor's tax under this Part for each taxation year equal to the amount by which the tax for the year is greater than it would have been if it were not for the operation of sections 74.1 to 75.1 of this *Act* and section 74 of the *Income Tax Act*, chapter 148 of the Revised Statutes of Canada, 1952, in respect of any income from, or gain from the disposition of, the property so transferred or property substituted therefor, and
- (e) the transferee and transferor are jointly and severally liable to pay under this *Act* an amount equal to the lesser of
 - (i) the amount, if any, by which the fair market value of the property at the time it was transferred exceeds the fair market value at that time of the consideration given for the property, and
 - (ii) the total of all amounts each of which is an amount that the transferor is liable to pay under this *Act* in or in respect of the taxation year in which the property was transferred or any preceding taxation year,

but nothing in this subsection shall be deemed to limit the liability of the transferor under any other provision of this *Act*.

[23] Subsection 325(1) of the *ETA* reads as follows:

325(1) Where at any time a person transfers property, either directly or indirectly, by means of a trust or by any other means, to

- (a) the transferor's spouse or common-law partner or an individual who has since become the transferor's spouse or common-law partner,
- (b) an individual who was under eighteen years of age, or
- (c) another person with whom the transferor was not dealing at arm's length,

the transferee and transferor are jointly and severally liable to pay under this Part an amount equal to the lesser of

- (d) the amount determined by the formula

$$A - B$$

where

A is the amount, if any, by which the fair market value of the property at that time exceeds the fair market value at that time of the consideration given by the transferee for the transfer of the property, and

B is the amount, if any, by which the amount assessed the transferee under subsection 160(2) of the *Income Tax Act* in respect of the property exceeds the amount paid by the transferor in respect of the amount so assessed, and

- (e) the total of all amounts each of which is
 - (i) an amount that the transferor is liable to pay or remit under this Part for the reporting period of the transferor that includes that time or any preceding reporting period of the transferor, or
 - (ii) interest or penalty for which the transferor is liable as of that time,

but nothing in this subsection limits the liability of the transferor under any provision of this Part.

[24] Four conditions must be met in order for subsections 160(1) of the *ITA* and 325(1) of the *ETA* to apply:²

- (i) there must be a transfer of property;
- (ii) the transferor and the transferee are not dealing at arm's length;
- (iii) there must be no consideration (or inadequate consideration) flowing from the transferee to the transferor; and
- (iv) the transferor must be liable to pay an amount under the *ITA* or the *ETA* (as the case may be) in or in respect of the year when the property was transferred or any preceding year.

Only the first and third conditions are in issue in these appeals.

[25] The first question that must be answered is whether Bruce received a beneficial interest in the property under the 1989 agreements. This will turn on the interpretation to be given to those agreements.

[26] The Appellant suggests that those agreements created a trust in respect of the Property. Counsel said that the three certainties required for the creation of a trust – certainty of intention, certainty of subject matter and certainty of objects, were present in those agreements. He submitted that Mabel's intention to establish a trust for the benefit of her issue in respect of the property was clearly set out. She intended the property to be held by her children and be maintained by them for her use and the use of her extended family.

[27] I am unable to construe the 1989 agreements as creating a trust in respect of the Property. I find that the language used in the agreements as well as the actions of the parties do not show that Mabel intended to create a trust. *The Law of Trusts*,³ makes the following comments concerning the certainty of intention requirement for a trust:

To satisfy the certainty of intention requirement, the Court must find an intention that the trustee is placed under an imperative obligation to hold property in trust for the benefit of another. Certainty of intention is a question of construction; the

² See *Williams v. R.*, [2000] 4 C.T.C. 2115 (TCC).

³ 2nd ed. 2005, *Irwin Law* by Eileen E. Gillese, and Martha Milezynski, at page 39.

intention is inferred from the nature and manner of the disposition considered as a whole. The language employed must convey more than a moral obligation or a mere wish as to what is to be done with certain property. The language used need not be technical, so long as the intention to create a trust can be found or inferred with certainty. The words of the request, as well as the entire document as a whole, must be examined in determining whether the request's intention exists.

[28] The language of the 1989 agreements is more consistent with an intention that the transaction be one of purchase and sale of the Property than the creation of a trust. I refer, in particular, to paragraphs 1, 2 and 5 of the Transfer Agreement, which are repeated here for ease of reference:

- 1 The Grantees agreed to purchase in 1989 and the Grantor agreed to sell the Grantor's interest in the Lands at a price which was equal to the fair market value of \$200,000.00 (the "purchase price"), as determined by an appraisal; completed by Sechelt Real Estate Appraisal Services Inc. dated the 28th day of April, 1989 and attached hereto for reference as Schedule "A" upon and subject to those certain terms and conditions hereafter set forth.
- 2 The Grantees have paid the purchase price to the Grantor by creation, execution and delivery by the Grantees to the Grantor of a Demand Promissory Note ("Note") in the principal amount of \$200,000.00. The said Note does not bear any interest and is subject to adjustment in respect of the balance of the mortgage on the Lands assumed by the Grantees.
- 5 The Grantor does hereby grant, assign, transfer and convey to the Grantees all of the beneficial estate, right, title, interest, inheritance, trust profit, claim and demand of the Grantor in and to the Lands and every part and parcel thereof together with all the appurtenances to the Grantees, which the Grantor agreed and intended to grant, assign, transfer and convey in 1989.

[29] While it is not necessary to use particular language in order to create a trust, I note that the only mention of a trust is found in the title of the Agreement ("Transfer of Beneficial Interest and Declaration of Trust") and at paragraph 6 thereof:

- 6 The Grantor agrees and declares that she holds the Lands as agent of and in trust for the Grantees.

Both references are clearly to Mabel holding the Property in trust for the three children until the transfer of the title to the Property was completed, rather than the children holding the Property in trust.

[30] The characterization of the transaction as one of purchase and sale rather than as the creation of a trust is also supported by the language of the agreement entitled “Transfer of Legal Interest and Assignment of Contracts Dated November 30, 1989”, entered into by the parties on October 10, 2004. That agreement refers to the sale of the Property to Bruce, Leigh and Catherine under the 1989 agreements.

[31] The evidence given by Leigh Margetts in cross-examination is also consistent with the view that Mabel did not intend to set up a trust in respect of the Property in 1989. Leigh said that he at no time considered himself to hold his one-third interest in the Property as trustee, and that he considered himself as owner of that interest. Given that Leigh was party to the discussions with Mabel, Bruce and Catherine that led to the 1989 agreements, I infer that if Mabel had intended to create a trust, Bruce would have been aware of such an intention.

[32] The factors relied upon by the Appellant as indicative of an intention to create a trust fall short of showing a certainty of intention. Although the extent to which the children were entitled to deal with the Property during Mabel’s lifetime was circumscribed by the Second Agreement (i.e. Bruce, Leigh and Catherine had no right to borrow against the Property or to sell it without the consent of all parties), they had the right to dispose of their interests after Mabel’s death. This would not be possible if they were holding them in trust. Finally, the acknowledgement in paragraph 7 of the Second Agreement of Mabel’s intention that the Property “remain a family asset” creates, at best, a moral obligation on Bruce, Leigh and Catherine to keep the Property for the family’s use. The provision states only that they agree to “use their best efforts” to maintain and retain the Property for such use.

[33] While the Appellant’s counsel also submitted that the actions of the parties subsequent to the signing of the 1989 agreements were not inconsistent with the existence of a trust, it appears to me that mortgaging the property in 2002 to provide funds for Leigh’s business would be inconsistent with the alleged trust in favour of all of Mabel’s offspring. I also note that Leigh testified that he told the bank when applying for the mortgage that he was a one-third owner of the Property.

[34] For these reasons, I conclude that Bruce Margetts acquired both a legal and beneficial one-third interest in the Property as a result of the 1989 agreements.

[35] The second issue is whether Bruce’s beneficial interest in the Property was transferred directly by him to the Appellant, or whether it passed first to Mabel

following Bruce's failure to pay his share of the promissory note, as alleged by the Appellant.

[36] Although the promissory note was not produced at the hearing, it was described in the 1989 Transfer Agreement as a "demand promissory note" and I accept that Mabel was entitled to demand repayment at any time. However, the evidence falls short of establishing that Mabel had the right to demand repayment only from Bruce and not from Leigh and Catherine at the same time, and in any event also falls short of establishing that she made such a demand. The reference in the direction given to Bruce in October 2004 to a demand having been made does not constitute a demand, and given the circumstances surrounding the transfer of the Property to the Family Trust, I am not prepared to draw the inference that a demand was in fact made. It was not disputed that the transfer was done because Mabel was concerned that the Property would be at risk because of the bankruptcy of Bruce's companies, and I infer that it was done to put the property out of the reach of Bruce's creditors rather than to satisfy any obligation by Bruce to Mabel.

[37] Also, there was no evidence that the terms of the note entitled Mabel to the return of Bruce's interest upon failure by him to pay the amount owing. One would not normally expect a promissory note to contain such a term. Furthermore, nothing in the 1989 agreements gave Mabel the right to the return of Bruce's interest in the event that the promissory note was not paid. Therefore, the Appellant has not shown any legal basis for the transfer of Bruce's interest to Mabel, and has not proven that the beneficial interest in the Property passed to Mabel prior to the transfer of the Property to the Appellant.

[38] The Appellant maintained that even if Bruce transferred the beneficial interest in the Property to him, the transfer was made to him in his capacity of trustee of the Bruce Margetts Family Trust, and that he received no beneficial interest for himself. Therefore, the fair market value of the interest he received was nil and the assessments must fail.

[39] In the Respondent's submission, the Family Trust never came into existence because it was not properly constituted. Counsel said that Mabel did not own the property that was purportedly used to settle the trust, and which caused the trust to fail, and that, as a result the Appellant received both the legal title and beneficial interest in the Property.

[40] I accept the Respondent's position on this point. In order to properly constitute a trust, the settlor must transfer property he or she owns to the trust, or cause property owned by him or her to be transferred to the trust. A settlor cannot create a trust with property he or she does not own. To create a valid trust, there must be certainty of intention, which includes certainty to transfer the subject matter of the trust to the trust. In my view, a person cannot have the requisite intention to transfer property where he or she is not the owner of the property.

[41] The final issue to be decided is whether the fair market value of the interest transferred by Bruce to the Appellant is less than that assumed by the Minister because of the outstanding mortgages against it at the time of the transfer. In determining the fair market value of the interest the total of all of the encumbrances against the Property at the time of the transfer must be taken into account.

[42] I accept the testimony of Leigh Margetts that the balance of the mortgages outstanding against the entire Halfmoon Bay property was no less than \$285,000 at the time of the transfer. I find Leigh Margetts to have been a credible witness and his evidence is consistent with the evidence of Bruce Margetts concerning the original amounts of the mortgages when they were taken out. The existence of the mortgages is also confirmed by the title certificates that were produced at the hearing. Even though Leigh received more of the proceeds of the 2002 mortgage, all of the mortgages charged the interests of all three of the owners jointly. Therefore, the fair market value of the one-third interest in the Property transferred by Bruce to the Appellant, assumed by the Minister to be \$248,000, should be reduced by \$95,000 which is one-third of the amount of the outstanding mortgages. The resulting fair market value is \$153,000.

[43] The total amount of all of the four assessments in issue (taking into account the Respondent's concession regarding assessment number 26011) is **\$170,085.02**. This exceeds the fair market value of the Property by **\$17,085.02**. The parties did not make any representations on how a reduction to fair market value should be applied to any particular assessment or assessments out of the four in issue, and it does not appear to me that it will make any difference to which assessment(s) I order the reduction to be made. Therefore, I will order that the reduction be made to assessment number A106732 and for this reason, appeal no. 2006-3521(GST)G is allowed with respect to that assessment number. Appeal no. 2006-2851(IT)G will be

allowed to the extent of the Respondent's concession. Given the mixed success of each party, no costs will be awarded.

Signed at Ottawa, Canada, this 3rd day of November, 2009.

“B.Paris”

Paris J.

CITATION: 2009 TCC 526

COURT FILE NOs.: 2006-2851(IT)G and
2008-3521(GST)G

STYLE OF CAUSE: CHRISTOPHER MICHAEL
MARGETTS and HER MAJESTY
THE QUEEN

PLACE OF HEARING: Vancouver, British Columbia

DATE OF HEARING: May 4, 2009

REASONS FOR JUDGMENT BY: The Honourable Justice B. Paris

DATE OF JUDGMENT 2006-2851(IT)G: October 19, 2009

DATE OF AMENDED JUDGMENT
FOR 2006-3521(GST)G **November 3, 2009**
AMENDED REASONS FOR **November 3, 2009**
JUDGMENT

APPEARANCES:

Counsel for the Appellant: Andrew Sandilands
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COUNSEL OF RECORD:

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