

Court file no. 124/13

**ONTARIO
SUPERIOR COURT OF JUSTICE**

JAMES DANIEL BLACK and MARIAN ARLENE BLACK

Plaintiffs

- and -

**DUFFERIN WIND POWER INC.,
FARM OWNED POWER (MELANCTHON) LTD.,
SHIBLEY RIGHTON LLP and LESLIE MASON**

Defendants

STATEMENT OF CLAIM

Notice of action issued on April 12, 2013

1. The plaintiffs claim:
 - (a) as against the defendants, Dufferin Wind Power Inc. and Farm Owned Power (Melancthon) Ltd., for:
 - (i) a declaration that the two leases referred to in paragraphs 30 and 31 below, of the lands referred to in paragraphs 2 (a) and 2 (b), are null and void and unenforceable against the plaintiffs on the grounds that they are unconscionable and grossly improvident and were obtained as a result of undue influence and the inequality of bargaining between the plaintiffs and the defendants, Farm Owned Power (Melancthon) Ltd. and Dufferin Wind Power Inc. and without the benefit of independent legal advice;

- (ii) a declaration that the two said leases are null and void and unenforceable against the plaintiffs on the grounds that defendants, Shibley Righton LLP and Leslie Mason were in a conflict of interest and were purportedly acting for the plaintiffs while at the same time acting for the defendant, Farm Owned Power (Melancthon) Ltd. and having previously acted for other parties who were adverse in interest to the plaintiffs;
 - (iii) in the alternative, rectification of the lease of the lands referred to in paragraph 2 (a) (on the “East farm” as hereinafter described) to provide that there will be no wind turbines placed on those lands but that buried cables may be installed immediately adjacent to the north boundary thereof;
 - (iv) in the alternative, rectification of the lease of the lands referred to in paragraph 2 (b) (on the “West farm” as hereinafter described) to provide that wind turbines may be installed immediately adjacent to the west boundary of those lands but that no buried transmission lines shall be installed except immediately adjacent to the west boundary;
 - (v) an order as may be just rectifying the parcel register to delete the registrations of all documents registered on title pursuant to the said contracts;
- (b) as against the defendants Shibley Righton LLP and Leslie Mason, damages in the sum of \$3,000,000 or in the alternative, judgment for a reference and damages, in an amount to be assessed, together with prejudgment and postjudgment interest in

accordance with sections 127-129 of the Court of Justice Act for negligence arising out of their representation of the plaintiffs in connection with the aforesaid leases and the renewable wind energy projects hereinafter referred to;

- (c) as against all defendant costs on a full or substantial indemnity scale;
- (d) as against all defendants such further or other relief as may be just.

2. The plaintiffs reside in the Township of Melancthon, County of Dufferin and are the owners of the following lands comprising two farms described as follows:

- (a) an approximately 148 acre farm in part of lot 23 of concession 2 of the said Township on which the plaintiffs' family residence and the farm buildings are located and that is sometimes referred to as the east or home farm (the "East farm") legally described as W ½ NE ¼ Lt 23, concession 2 OS except MF37220, MF43067 and Pt 1, 7R4084; S/T MEL17902, Melancthon, PIN 34141-0046 LT
- (b) an approximately 95 acre farm in part of lot 22 of concession 3 of the said township directly southwest of the East farm that is sometimes referred to as the west farm (the "West" farm) legally described as E ½ Lt 22, Con 3 OS except MF202190, Melancthon, PIN #34414-0029 LT.

3. The plaintiffs have operated potato and beef farming business on their lands described in paragraph 2 for over 40 years.

4. The defendant, Dufferin Wind Power Inc., is a corporation having its head office in Toronto that is developing a renewable wind energy project named Dufferin Wind Power Project located in the Township of Melancthon comprising 49 wind turbines with a nameplate capacity of 99 megawatts and is owned by Longyuan Canada Renewables Ltd. which is a wholly-owned subsidiary of China Longyuan Electric Power Group Corporation.

5. Dufferin Wind Power Inc. is the assignee of a number of leases for the wind turbines or associated wind farm facilities comprising the Dufferin Wind Power Project made between various landowners and the defendant, Farm Owned Power (Melancthon) Ltd., including two leases dated April 15, 2011 signed by the plaintiffs in respect of the lands referred to in paragraphs 2 (a) and 2 (b).

6. The defendant, Farm Owned Power (Melancthon) Ltd., is a former developer of the renewable wind energy project now being developed by Dufferin Wind Power Inc. The Dufferin Wind Project involves all or substantially all of the landowners who had previously signed leases in connection with the project initiated by Farm Owned Power (Melancthon) Ltd. and sometimes known as the Melancthon Wind Energy project.

7. Shibley Righton LLP is a Toronto law firm that has at various times acted for multiple parties involved in the Dufferin Wind Project or its predecessors including Paul Boreham, 401 Energy Ltd., Farm Owned Power (Melancthon) Ltd. as well as for the plaintiffs in this action. The defendant, Leslie Mason, is a lawyer with that firm and practices in the areas of corporate commercial, real estate and renewable energy law.

The Melancthon Wind Energy Project

8. The Dufferin Wind Power Project had its origins in a renewable wind energy development promoted by Paul Boreham and some area farmers in or about 2006 and 2007. The plaintiffs executed a Memorandum of Understanding dated June 4, 2008 that was executed by Paul Boreham on behalf of 401 Energy Ltd. whereby 10 corporations (the "Project Companies") were incorporated that would each own up to 10 megawatts of renewable wind energy generating capacity.

9. These 10 companies owned the shares of Farm Owned Power (Melancthon) Ltd. that would manage and develop the project which was at that time known as Melancthon Wind Energy.

10. Each of the 10 companies would issue 10,000 common shares, of which 4,900 shares were issued to a corporation owned or controlled by Paul Boreham and the remaining 5,100 shares (subject in the case of one corporation to an immaterial variation) were sold or issued to landowners who signed leases.

11. The Memorandum of Understanding stated that the plaintiffs would invest \$200,000.00 in one of the 10 Project Companies in order to obtain shares as part of an amount of \$550,000 that the plaintiffs were advised was being invested by farmer leaseholders in each of the 10 Project Companies to fund start-up costs.

12. Paul Boreham stated that in order to participate the plaintiffs would have to invest money in one of the Project Companies. The plaintiffs stated that they did not wish to invest and did not have sufficient funds. Paul Boreham offered to loan money to them

through 401 Energy Ltd. to purchase shares and requested that this be kept confidential. The plaintiffs now own 1,727 of 10,000 shares in Celestial Power Resources Ltd. and 91 of 10,000 shares in Last Chance Wind Power Corp. which are two of the Project Companies

13. 401 Energy Ltd. or Farm Owned Power (Melancthon) Ltd. obtained a FIT (Feed-in-Tariff) contract with Ontario Power Authority that would have permitted Melancthon Wind Energy to sell electricity to the Ontario electrical grid if that project commenced commercial operation.

14. Paul Boreham represented to the plaintiffs that all participating landowners had invested comparable amounts in the Project Companies. The plaintiffs have since learned that this representation was not true and that some landowners invested no money. The plaintiffs say they would not have borrowed money from 401 Energy Ltd. to buy shares or invested in the project had these and other facts been disclosed to them.

15. Full particulars of the agreements entered into among and between the Project Companies, 401 Energy Ltd., Farm Owned Power (Melancthon) Ltd., other related companies and individual landowners and shareholders including the amounts of capital invested and number of shares issued, and particulars of the agreements with the Ontario regulatory agencies are within the knowledge of the defendants and are not within the knowledge of the plaintiffs.

16. The plaintiffs have never been directors or officers of any of the Project Companies or Farm Owned Power (Melancthon) Ltd. and were not privy to many of the arrangements made by the developers and related companies and relied on the

information provided by Shibley Righton LLP and Leslie Mason. The plaintiffs never had any ability to influence or control Celestial Power Resources Ltd. or the overall project in which they always had less than an approximate 2% interest.

The Leases dated January 1, 2010

17. The plaintiffs signed two leases on each of their farms with Farm Owned Power (Melancthon) Ltd. on or about January 1, 2010.

18. Prior to signing these leases the plaintiffs advised Paul Boreham as follows:

- (a) that they operated a potato and beef farming business and did not want wind turbines placed where they would interfere with their farming operations;
- (b) that they did not want wind turbines on the East farm but that they would accept buried cables being placed immediately adjacent to the north boundary of the East farm;
- (c) that the plaintiff James Black was a licensed pilot and owner of a small plane that he flew recreationally using a grass airstrip that ran part way up the middle of the East farm and that any wind turbines on the East farm would create a situation of danger for small aircraft using the airstrip;
- (d) that they would not object to one or two turbines being placed along the west boundary of the West farm on the centre line of concession 3.

19. Paul Boreham, on behalf of Farm Owned Power (Melancthon) Ltd. agreed with the plaintiffs' siting requirements and limitation of the number of turbines as expressed in paragraph 18 including that wind turbines and related facilities would not be placed in the locations as requested by the plaintiffs.

20. The last said agreement with Paul Boreham reflected the agreement contained in the Memorandum of Understanding referred to at paragraph 8 that in paragraph 1 (b) provided in part as follows: "The Project will be undertaken on locations *TO BE DETERMINED* real properties that are acceptable to *THE PARTNERS* and conducive to wind energy ..." [hand printed words in italics in original].

21. The last said agreement with Paul Boreham is also consistent with the uses that they made of their farms and that such uses were known to Paul Boreham and to the farmer directors of the Project Companies and Farm Owned Power (Melancthon) Ltd.

22. The leases dated January 1, 2010 stated that they had been prepared by Shibley Righton LLP representing the Tenant, Farm Owned Power (Melancthon) Ltd., and provided in Article 15.11 as follows:

"15.11 Independent Legal Advice

Each of the Parties acknowledges that this Lease has been prepared by the Tenant's lawyers, Shibley Righton LLP. With respect to the Lease and all matters related thereto, Shibley Righton LLP has represented the Tenant and has not acted for the Landlord. The Landlord further acknowledges that the Landlord has had the opportunity and has been advised by Shibley Righton LLP to review this Lease and all matters related thereto with independent legal counsel of the Landlord's own choice prior to the Landlord's execution of this Lease.

The Landlord confirms to the Tenant that the Landlord has reviewed with the Landlord's legal counsel and fully understands the Landlord's rights and obligations under this Lease."

23. The defendants at all material times had full knowledge that the plaintiffs had not reviewed the leases in anything more than a very cursory manner with independent legal counsel. In or about July, 2009 the plaintiffs were directed by Shibley Righton LLP and Leslie Mason to the law firm of SBMB Law and specifically to Louis Laskovski of that firm who provided what purported to be a summary of the leases and other investment documents and who only spoke very briefly plaintiffs and did not provide any relevant independent legal advice.

24. Later in 2010, the plaintiffs were advised by Paul Boreham that they were required to sign Lease Amending Agreements in respect of each of the leases dated January 1, 2010 which they did on or about October 10, 2010.

25. There was relatively little discussion about siting wind turbines in 2010 but at various times Paul Boreham advised the plaintiffs that their neighbours had agreed to or were giving consideration to hosting wind turbines in an effort to induce the plaintiffs to agree to varying wind turbine locations that he proposed.

The Dufferin Wind Power Project

26. In or about January, 2011, the plaintiffs and other landowners who signed leases were advised of a proposed purchase of the Melancthon Wind Energy; and, on March 4, 2011 by a letter of Farm Owned Power (Melancthon) Ltd., were advised that an agreement had been reached whereby China Longyuan Power Group Corporation Limited would purchase the assets of Melancthon Wind Energy. They were subsequently

advised that the purchase price was \$30 million of which approximately \$6 million has been paid to date and that the balance will be paid when the project receives all regulatory approvals and commences commercial operation. If the project does go into commercial operation, it is not known if these funds will be sufficient to repay the plaintiffs' loan from 401 Energy Ltd. to purchase shares in Celestial Power Resources Ltd.

27. The former Melancthon Wind Energy project is now called the Dufferin Wind Power Project and is being developed by Dufferin Wind Power Inc., which has publicly stated in October, 2012 that the project is owned 67% by Dufferin Wind Power Inc. and the remainder by the landowners through the Project Companies. Dufferin Wind Power Inc. has also taken an assignment of the FIT contract referred to above and either it or Longyuan has apparently also purchased the interest of the 49% minority shareholder in the 10 Project Companies.

28. China Longyuan Electric Power Group Corporation is based in China and is the second largest renewable energy company in Asia. The Dufferin Wind Power Project is its first project in Canada.

The Leases dated April 15, 2011

29. The plaintiffs and all other persons who had signed leases for the Melancthon Wind Energy project were advised that the only way shareholders in the Project Companies could recover their investments was through the sale of the Melancthon Wind Energy project to Longyuan which required them to sign new leases.

30. The plaintiffs signed two new leases which are dated April 15, 2011 but were signed on or about May 15, 2011.

31. These leases were substantially similar to the leases signed on January 1, 2010 but also reflected the revisions contained in the Lease Amending Agreements dated October 1, 2010 and other revisions requested by regulatory agencies and by Longyuan. The plaintiffs took no part in these negotiations and revisions to the purchase agreement by Longyuan and negotiations with the Ontario government regulators, full particulars of which are within the knowledge of the defendants.

32. These leases also contained a revised Article 15.11 in which Shibley Righton LLP is now stated to be representing the Landlords who are the plaintiffs herein instead of the Tenant, Farm Owned Power (Melancthon) Ltd., as stated in the leases dated January 1, 2010, and provides as follows:

“15.11 Independent Legal Advice

Each of the Parties acknowledges that this Lease has been prepared by the Landlord's lawyers, Shibley Righton LLP. With respect to the Lease and all matters related thereto, Shibley Righton LLP has represented the Landlord and has not acted for the Tenant. The Landlord further acknowledges that the Tenant has had the opportunity and has been advised by Shibley Righton LLP to review this Lease and all matters related thereto with independent legal counsel of the Tenant's own choice prior to the Tenant's execution of this Lease.

The Tenant confirms to the Landlord that the Tenant has reviewed with the Tenant's legal counsel and fully understands the Tenant's rights and obligations under this Lease.”

33. The leases dated April 15, 2011 were executed on behalf of Farm Owned Power (Melancthon) Ltd. by Paul Boreham at a time when Longyuan had already agreed to buy a controlling interest in Melancthon Wind Energy and when the defendants knew that all

the leases including the plaintiffs' leases would be assigned to Dufferin Wind Power Inc. Farm Owned Power (Melancthon) Ltd. continued at the same time to be represented by Shibley Righton LLP and Leslie Mason but the former shareholders no longer controlled the project and all decisions pertaining to the project were made by Longyuan.

34. The leases dated April 15, 2011 while purporting to have been prepared by the Shibley Righton LLP as lawyers for the Landlords (plaintiffs) principally reflected the interests of the Tenant which was controlled by Longyuan. Neither Shibley Righton LLP nor Leslie Mason explained this to the plaintiffs or the facts set out in paragraph 33 hereof or the financial ability of the proposed tenant to make good on financial promises or even the necessity to investigate this and secure the promises. Moreover, Leslie Mason never advised the plaintiffs of their possible remedies with respect to the issues that the plaintiffs had raised concerning the leases including but not limited to the availability of and the efficacy of the arbitration provisions contained in article 15.11 of the leases or that they should obtain independent legal advice.

35. The leases dated April 15, 2011 and related documents were assigned to Dufferin Wind Power Inc. on June 2, 2011.

36. Leslie Mason never met with the plaintiffs or reviewed at all the leases dated April 15, 2011 with them. Leslie Mason never drew to their attention to or explained the significance of the revision to Article 15.11 to them or advised them to obtain independent legal advice; and, Shibley Righton LLP and Leslie Mason continued to purport to act for the plaintiffs thereafter while continuing to act for Farm Owned Power (Melancthon) Ltd.

37. In addition to the foregoing, Leslie Mason failed to advise the plaintiffs, adequately or at all, with respect to material terms of the leases including but not limited to the lease provisions dealing with the lease term and renewals, termination rights of both parties, siting of wind turbines, areas taken up by construction activities, buried cables, roadways and related facilities, testing, access roads, security for performance, supply of labour and materials and decommissioning, construction liens, insurance, environmental risks, exposure to litigation, the rights of the tenant wind developer to control the uses that the plaintiffs could make of their land, impacts on severances and mortgages and arbitration. The plaintiffs plead and rely on the doctrine of *non est factum*.

38. The defendants, including Shibley Righton LLP and Leslie Mason, were at times material, privy to information that was not within the knowledge of the plaintiffs in connection with the sale of the Melancthon Wind Energy project to Longyuan and the formation of Dufferin Wind Power Inc. and which should have been but never were sufficiently disclosed or explained to the plaintiffs in order that they could make an informed decision.

39. After the said sale to Longyuan, the plaintiffs found themselves dealing with a very large non-resident company with international investments and immense financial resources that had no connection with their community instead of continuing to with the locally controlled and managed company that was incorporated for this single project as they had been. There was in result, a very substantial and material inequality of bargaining power and inequality of access to information between them and the defendants that was known to the defendants and never disclosed or explained to the plaintiffs.

40. The plaintiffs were led to believe by the defendants that after the sale to Longyuan the original promoter, Paul Boreham, and the management committee made up of local farmers would continue to be involved in the management of the project on behalf of the new owner, Longyuan, and that the consultative process that had existed for the Melancthon Wind Energy project would continue.

41. Following the completion of the said sale to Longyuan, Chad McAllister, who had been a project developer with the Melancthon Wind Project, continued in a similar position with Dufferin Wind Project and Jeff Hammond was brought in as senior vice-president of Dufferin Wind Power Inc. and both took their instructions and direction solely from Longyuan.

42. Commencing at or shortly after the date that the second leases dated April 15, 2011 were signed and to the present date, the consultative process that had characterized the plaintiffs' dealings with the managers and directors of the Melancthon Wind Energy project, comprised of Paul Boreham and their neighbours, came to an end and the former directors of the 10 Project Companies ceased to have any influence in or opportunity to have influence in how the Dufferin Wind Power Project was managed.

43. Thereafter all the plaintiffs' dealings with Longyuan and Dufferin were through Chad McAllister or Jeff Hammond.

44. In or about August, 2011, Chad McAllister advised the plaintiffs that Dufferin Wind Power Inc. was planning to place two turbines on the East farm and one on the West farm contrary to the above agreement with Boreham and the representations of Boreham.

45. As a result of this new plan of Dufferin Wind Power Inc., the plaintiffs contacted Leslie Mason and advised him that they had not agreed to this. In response, Leslie Mason advised the plaintiffs, *inter alia*, in an email dated October 20, 2011 that he was writing to them “not as the lawyer for the tenant but as your lawyer”. He further stated that they had “committed in the Lease to allow turbines on your farm properties”.

46. On November 2, 2011, Dufferin Wind Power Inc. provided the first written notice of the location of wind turbines on their farms by letter and accompanying aerial photograph showing the approximate locations of two turbines on the East farm and one turbine on the West farm and access roads but no buried cables, construction areas or crane paths.

47. On November 3, 2011, the lawyer for Dufferin Wind Power Inc. in reference to the matter referred to above paragraph wrote a letter making various accusations against the plaintiffs and threatening legal action. In the face of this, the plaintiffs acquiesced in the demands of Dufferin Wind Power Inc.

48. Dufferin Wind Power Inc. at no time followed the procedures contained in the alleged Leases dated April 15, 2011 including, *inter alia*, to,

- (a) “consult on site with the Landlord with respect to the appropriate locations of the Facilities prior to the Tenant making its final location designation” as required by Article 6.02;
- (b) “consult on site with the Landlord with respect to the appropriate location of the Roadway prior to the Tenant making its final location designation” as required by Article 6.03(c)

- (c) “determine the location of all permitted Facilities relating to the Project, including but not limited to the Roadway and Electrical Supply Cables, with the consent of the Landlord, acting reasonably and without delay” as required by article 6.05(c), and,
- (d) act in accordance with the procedures mandated by Schedule “B” Part 1 - Description of Leased Premises, which provides as follows:

“The Leased Premises means up to fifty (50) contiguous or non-contiguous blocks, each measuring no more than sixteen (16) metres by sixteen (16) metres in the Designated Area to be selected by the Tenant from time to time during the Term in its sole and unfettered discretion, subject to reasonable objections by the Landlord if the selection of any block would cause material detriment (over and above loss of available Land) to the Landlord’s farming operations.”

Leased Premises may be used as provided for in Article VI of the lease for the installation of Facilities which include, *inter alia*, wind turbines. Dufferin Wind Power Inc. simply informed the plaintiffs where it would be placing the wind turbines and related Facilities and remains in default of those provisions.

49. The plaintiffs attempted to discuss their above concerns with Chad McAllister and Dufferin Wind Power Inc. over the next year without success. In reply to a letter of the plaintiffs, dated October 16, 2012, Dufferin Wind Power Inc. responded with a letter dated December 12, 2012 proposing some minor changes that did not address the plaintiffs’ main concerns and required the consent of third parties who had previously indicated they were not prepared to consent.

50. In August, 2011, the plaintiffs entered into an agreement to sell a 4 acre parcel at the southwest corner of their East farm to a local fertilizer company, Holmes Agro. Holmes Agro needed to relocate from its existing nearby leased site. Dufferin Wind

Power Inc. refused to grant a partial release of its registered notice of lease unless the plaintiffs acquiesced in its demands concerning siting of the turbines although the sale of the lot would not interfere with its proposed turbine locations.

51. Dufferin Wind Power Inc. has, since the latter part of 2011, demanded access for testing at times inconvenient to the plaintiffs and without providing reasonable notice or attempting to ascertain the location of tile drains which they know are laid under the plaintiffs' lands and over objections made to Dufferin Wind Power Inc. by the plaintiffs. These objections have been ignored or rejected by Dufferin Wind Power Ltd. and its lawyers.

52. In addition to those set out above, particulars of the unconscionable and improvident terms of this transaction as a result of the location of turbines, buried cables, access roads and related facilities proposed and insisted upon by Dufferin Wind Power Inc. include the following:

- (a) the buried cables and access roads proposed and insisted upon by Dufferin Wind Power Inc. will cut across at least 200-300 sections of tile drain and the weight of construction equipment will damage or destroy an undetermined further amount of tile drains thereby necessitating the full replacement of all tile drains on the West farm and similarly on the westerly approximately 30 acres of the East farm at a total cost in excess of \$200,000;
- (b) the West farm will effectively be permanently divided into two separate fields and the construction areas will severely damage approximately 32

acres of land on the East farm and 25 acres of the West farm and that may require up to 10 years or more to fully restore to its current level of quality and productivity;

- (c) approximately 5 acres of land will be permanently lost to access roads and turbine foundations;
- (d) the turbines if located as Dufferin Wind Power Inc. demands on the East farm will, as Dufferin Wind Power Inc. has acknowledged, create a situation of danger for small aircraft but the turbines have nonetheless been placed approximately 600' on either side of the airstrip and continue to create a situation of danger for the plaintiff's aircraft and will prevent the plaintiff, James Black, from using the airstrip;
- (e) SBMB Law that was engaged in 2009 and failed to provide any or adequate advice on the risks of entering in to the leases or share purchase agreements and failed to provide any adequate or relevant independent legal advice whatever to the plaintiffs.

53. Shibley Righton LLP and Leslie Mason acted and has continued to act for Farm Owned Power (Melancthon) Ltd. including at times when some or a majority of its shareholders had interests different from or adverse to the plaintiffs, and also for 401 Energy Ltd. and other companies associated with Paul Boreham and the Project Companies, and were in an irreconcilable position of conflict of interest and should not have acted for the plaintiffs at times material.

54. Shibley Righton LLP and Leslie Mason furthermore, in those capacities, came into possession of confidential information and material facts, even if not confidential,

about the project that it should have but failed to disclose to the plaintiffs, full particulars of which are within the knowledge, of Shibley Righton LLP and Leslie Mason and which required them to not only advise the plaintiffs to obtain independent legal advice but having regard to the plaintiffs' inexperience in these areas to ensure that they did in fact receive competent and truly independent legal advice. In any event, having acted for conflicting interests, Shibley Righton LLP and Leslie Mason could not in law fail to disclose all material facts fully and on a timely basis to all of their clients and upon entering into conflict, refer all clients to other lawyers and refuse to further act for any of the clients.

55. In consequence of the negligence of Shibley Righton LLP and Leslie Mason and breaches of the professional obligations which they owed to the plaintiffs as aforesaid, the plaintiffs have sustained and will continue sustain damages in an undetermined amount. Full particulars of such damages will be provided on an ongoing basis and up to trial.

56. The plaintiffs propose that the trial of this action be at Orangeville.

May 13, 2013

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JAMES DANIEL BLACK and MARIAN ARLENE BLACK

v.

DUFFERIN WIND POWER INC. et al

Plaintiffs

Defendants

Court File No.124/13

**SUPERIOR COURT OF JUSTICE
FILED
LOCAL REGISTRAR**

MAY 13 2013

**COUR SUPERIEURE DE JUSTICE
DEPOSE
GREFFIER LOCAL**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at ORANGEVILLE

STATEMENT OF CLAIM
Notice of action issued on April 12, 2013

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