

CITATION: Métis National Council Secretariat Inc. v. Chartier, 2026 ONSC 2586
COURT FILE NO.: CV-22-00675899-0000
DATE: 20260504

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Métis National Council Secretariat Inc.

AND:

Clement Chartier, David Chartrand, Manitoba Métis Federation Inc., carrying on business as Manitoba Métis Federation, Wenda Watteyne, Storm Russell, Kristina Monette, Marc LeClair, LeClair Infocom Inc., Celeste McKay, Celeste McKay Consulting Inc., John Weinstein, Public Policy Nexus Group Inc., ~~Kathy Hodgson-Smith, Infinity Research Development and Design Inc.~~, Wei Xie and SystemWay Consulting, Inc.

BEFORE: Merritt J.

COUNSEL: *Robert Cohen, Ted Frankel, Robert Sniderman, David How* for the Plaintiff

Rahool P. Agarwal, Michael Currie, Tyler Morrison, Azzam Cheema, Andres Galizia (Student-at-Law) for the Defendants Manitoba Métis Federation Inc., carrying on business as Manitoba Métis Federation and David Chartrand

James Renihan, Tiffany O’Hearn Davies for the Defendant Clement Chartier

Ilan Ishai, Mehak Kawatra, Phoebe Goldig for the Defendant Wenda Watteyne

Shane C. D’Souza, Ljiljana Stanic, Alana Robert for the Defendants Marc LeClair, LeClair Infocom Inc., Celeste McKay, Celeste McKay Consulting Inc., John Weinstein, Public Policy Nexus Group Inc., Kathy Hodgson-Smith, Infinity Research Development and Design Inc., Wei Xie and SystemWay Consulting, Inc.

HEARD in writing: May 4, 2026

COSTS ENDORSEMENT

OVERVIEW

[1] On November 24, 2025 I released my Reasons for Judgment after the trial of this matter, reported at *Métis National Council Secretariat Inc. v. Chartier*, 2025 ONSC 6150 (the “*Reasons for Judgment*”). The parties made written cost submissions and provided Bills of Costs.

[2] I dismissed the action and found that Mr. Chartier, President Chartrand and Ms. Watteyne (collectively the “Primary Defendants”) did not breach their fiduciary duties. I found that they acted honestly and with a view to the best interests of the MNC and the Métis Nation.

[3] I found that the Consultants¹ did not owe any fiduciary duties. The Plaintiffs did not make out a case for knowing assistance or knowing receipt against the Consultants because they did not establish that the Defendants breached their fiduciary duties.

[4] The Primary Defendants who were represented by three law firms seek full indemnification for their costs pursuant to the Plaintiff's By-Laws as follows:

- President Chartrand - \$6,021,856.73 inclusive of HST and disbursements.
- Mr. Chartier - \$1,342,377.26 inclusive of HST and disbursements
- Ms. Watteyne - \$2,058,664.38 inclusive of HST and disbursements.

[5] The Consultants who were represented by a fourth law firm seek costs on a full indemnification basis in the amount of \$2,957,344.73 inclusive of disbursements and HST. They say they were forced to defend baseless and heavy-handed allegations of conspiracy, self-dealing, and dishonesty and the action was designed to maximize reputational damage to them.

[6] The Plaintiff submits that all of the Primary Defendants combined should be awarded no more than the amount sought by President Chartrand (and Manitoba Métis Federation ("MMF")) on a substantial indemnity basis, being 80% of \$6,021,856.73 (taking into account the admitted calculation error of -\$9,088.14) which amounts to \$4,817,485.38

[7] The Plaintiff submits that the Consultants should be awarded partial indemnity costs based on no more than 65% of their actual costs (\$2,957,000), being \$1,922,050, less an adjustment of approximately \$422,000 for the higher rates, duplication and other disproportionate costs that were charged bringing the total cost award to \$1,500,050 to the Consultant Defendants.

THE ISSUES

[8] There are three issues as follows:

1. To what costs are the Consultants entitled?
2. To what costs are the Primary Defendants entitled?
3. Are the Primary Defendants entitled to prejudgment interest?

DECISION

[9] The Plaintiff shall indemnify the Primary Defendants for their costs as follows:

¹ Marc LeClair, LeClair Infocom Inc., Celeste McKay, Celeste McKay Consulting Inc., John Weinstein, Public Policy Nexus Group Inc., Kathy Hodgson-Smith, Infinity Research Development and Design Inc., Wei Xie and SystemWay Consulting, Inc.

1. President Chartrand - \$6,021,856.73
2. Mr. Chartier - \$1,342,377.26
3. Ms. Watteyne - \$2,058,664.38

[10] The Plaintiff shall pay costs in the amount of \$2,393,098.21 inclusive of HST and disbursements to the Consultants.

ANALYSIS

[11] The action was complex and hard fought. In the Statement of Claim the Plaintiff claimed damages of \$11,379,422, plus punitive damages of \$500,000 against the Primary Defendants and MMF. The Plaintiff sought repayment of \$1,067,765 from the Consultants. The Plaintiff also sought various declarations relating to ownership and control of the Historical Database and Métis Veterans' Legacy Program, an accounting, disgorgement, and a tracing and election order.

[12] The Plaintiff challenged numerous transactions which also required an examination of the long history of Métis governance.

[13] The Plaintiff made very serious allegations against all of the Defendants. The Plaintiff alleged that the Primary Defendants stole from the MNC, betrayed the MNC and the Métis Nation and that the Consultants helped them to do so.

[14] The litigation took four years resulting in a 10 week trial. The examinations for discovery took over 25 days. At trial, each of the parties were represented by high-caliber lawyers. The Consultants were represented by three lawyers from one firm, not all of whom attended every day of the trial.

[15] The parties submitted a joint exhibit book containing 1254 exhibits totaling almost 7,800 pages and marked an additional 169 documents as exhibits at trial. The parties submitted just over 1,100 pages of written closing submissions.

[16] While the amounts sought for costs are considerable, there is no basis for the Plaintiff to be surprised at the costs sought.

Issue 1: To what costs are the Consultants entitled?

[17] Section 131(1) of the *Courts of Justice Act*, R.S.O. 1990 c. C-43 provides that the costs of and incidental to a proceeding are in the discretion of the court and the court may determine by whom and to what extent the costs shall be paid.

[18] The purpose of awarding costs is:

- (1) to indemnify successful litigants for the costs of litigation, although not necessarily completely;
- (2) to facilitate access to justice, including access for impecunious litigants;

- (3) to discourage frivolous claims and defences;
- (4) to discourage and sanction inappropriate behaviour by litigants in their conduct of the proceedings; and
- (5) to encourage settlements.

Harley v. Harley, 2023 ONSC 4611, at para. 22; *Bender v. Dulovic*, 2023 ONSC 4753, at para. 23. [Citations omitted.]

[19] The factors to be considered in determining costs are set out in r. 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the “Rules”).

[20] Rule 57.01(4) gives the court broad jurisdiction to award costs on a full or substantial indemnity basis or award no costs for part of a proceeding:

Nothing in this rule or rules 57.02 to 57.07 affects the authority of the court under section 131 of the *Courts of Justice Act*,

- (a) to award or refuse costs in respect of a particular issue or part of a proceeding;
- (b) to award a percentage of assessed costs or award assessed costs up to or from a particular stage of a proceeding;
- (c) to award all or part of the costs on a substantial indemnity basis;
- (d) to award costs in an amount that represents full indemnity; or
- (e) to award costs to a party acting in person.

[21] The awarding of costs is not an exact science. The overarching principle is that costs must be fair, reasonable and proportionate (*Apotex Inc. v. Eli Lilly Canada Inc.*, 2022 ONCA 587, at para. 61; *Harley*, at paras. 34-35; *Bender* at para. 24-25).

[22] In *Portuguese Canadian Credit Union v. CUMIS*, 2010 ONSC 6701, at para. 12, the court said “[i]n contested commercial litigation, such as this, one of the best indicators about the reasonable expectations of the parties regarding their potential cost exposure in the event they lose a step in a proceeding is how much they paid their own lawyers.”

[23] In *100 Bloor Street West Corporation v. Barry's Bootcamp Canada Inc.*, 2025 ONCA 447, at para. 71, the court discussed reasonable expectations and objectively reasonable expectations of parties regarding costs, writing the following:

The reasonable expectation of the parties concerning the amount of the costs award is an important factor. Not all expectations are reasonable. Therefore, the expectations of the parties should not “overwhelm the analysis of what is objectively reasonable in the circumstances of the case”. Otherwise, the deeper

pockets of the more affluent would artificially inflate costs, causing a “chilling effect on access to justice for less wealthy parties”. This would be contrary to the fundamental objective of the costs system, which exists to facilitate access to justice. “Although each costs assessment is a fact-driven exercise ... the reasonableness of costs that represent an outlier must be objectively and carefully scrutinized, taking into account the chilling effect on litigation that this kind of award could have”. [Citations omitted].

[24] In *Youkhana v. Pearson*, 2024 ONSC 3184, Trimble J. reviewed general principles when assessing costs:

[6] ...the court’s function when fixing costs is not to second guess successful counsel on the of time that should or could have been spent to achieve the same result, unless the time spent is so grossly excessive as to be obvious overkill.

[7] In making this assessment, the following legal principles apply:

a) Costs awards as between litigants have a number of purposes, including to a) indemnify (partly) successful litigants, b) encourage settlement, c) correct behaviour of the parties, and d) discourage frivolous or ill-founded litigation.

b) Generally costs should follow the event, be proportional to the issues in the action and the outcome, and be reasonable for the losing part to pay, all circumstances considered.

c) Conduct of the parties is also relevant where it deserves sanction. One party’s playing “hardball” is a relevant factor to consider.

d) Costs should be proportional to the issues in the action and amount awarded. Proportionality, however, should not override other considerations, and determining proportionality should not be a purely retrospective inquiry based on the award. It should not be used to undercompensate a litigant for costs legitimately incurred. In *Aacurate v. Tarasco*, 2015 ONSC 5980 (S.C.J.), McCarthy, J. said:

I am mindful that the principle of proportionality calls upon the court to consider the amount claimed for costs in relation to the amount recovered in the judgment, as well as the reasonable expectation of the parties. In my view, however, proportionality cannot and should not be routinely invoked to save litigants from the actual costs of proceedings in circumstances where those litigants have put forth a wholly unmeritorious defence to a legitimate claim or have caused the proceeding to become unduly prolonged or complicated. The principle should be applied thoughtfully and in a balanced fashion along with the other factors set out in rule 57.01.

e) An undue focus on proportionality ignores principles of indemnity and access to justice. The trial judge must make an award that is fair and appropriate, overall. [Citations omitted.]

[25] In *Apotex*, at para. 60, the Court of Appeal held that after examining the factors enumerated in r. 57.01, the court must consider the overall fairness and reasonableness of the costs:

A proper costs assessment requires a court to undertake a critical examination of the relevant factors as applied to the costs claimed and then “step back and consider the result produced and question whether, in all the circumstances, the result is fair and reasonable”. However, “this overall sense of what is reasonable ‘cannot be a properly informed one before the parts are critically examined’”. [Citations omitted.]

[26] Costs on an elevated scale may be warranted where they are explicitly authorized under r. 49.10 as a result of a failure to accept an offer to settle. Costs on an elevated scale may also be warranted where the unsuccessful party has engaged in behaviour worthy of sanction: *Clost v. Rennie*, 2024 ONSC 1012, at para. 7.

[27] Costs on a substantial indemnity scale may be warranted where the unsuccessful party has engaged in behavior that is reprehensible, scandalous, or outrageous, and worthy of sanction: *Davies v. Clarington (Municipality)*, 2009 ONCA 722, 100 O.R. (3d) 66, at para. 28; *Young v. Young*, [1993] 4 S.C.R. 3 (S.C.C.), at p. 134. Substantial indemnity costs are to be awarded “in rare and exceptional cases to mark the court’s disapproval of the conduct of the party in the litigation”: *Hunt v. TD Securities Inc.* (2003), 66 O.R. (3d) 481 (Ont. C.A.), at para. 123.

[28] Conduct worthy of sanction may include the circumstances giving rise to the litigation as well as the conduct in the proceedings: *Mars Canada Inc. v. Bemco Cash & Carry Inc.*, 2018 ONCA 239, 140 O.R. (3d) 81, at para. 43, citing *Mortimer v. Cameron* (1994), 17 O.R. (3d) 1 (C.A.), at p. 23.

[29] A substantial indemnity costs award is justified if “the proceedings are clearly vexatious, frivolous, or an abuse of process”. *100 Bloor Street West Corporation*, at para. 71, citing *Lewis v. Lewis*, 2019 ONCA 690, 49 E.T.R. (4th) 175, at para. 17; *1588444 Ontario Ltd. v. State Farm Fire and Casualty Company*, 2017 ONCA 42, 135 O.R. (3d) 681, at para. 53.

[30] A higher scale of costs might be justified if the proceeding is wholly devoid of merit or a party unnecessarily increased the costs of the litigation: *Toronto Standard Condominium Corporation No. 1466 v. Weinstein*, 2021 ONSC 3526, at para. 12, citing *Standard Life Assurance Co. v. Elliott* (2007) 86 O.R. (3d) 221 (Ont. S.C.), at para. 9; *Best v. Ranking*, 2015 ONSC 6269, at para. 142.

[31] Unproven allegations of fraud or dishonesty do not lead inexorably to the conclusion that the unsuccessful party should be held liable for substantial indemnity costs, because not all such attempts will be correctly considered to amount to “reprehensible, scandalous or outrageous conduct” *Hamilton v. Open Window Bakery Ltd.*, 2004 SCC 9, [2004] 1 S.C.R. 303, at para. 26 citing *Young v. Young*, [1993] 4 S.C.R. 3 (S.C.C.), at p. 134.

[32] On the other hand, “substantial indemnity awards are not limited to cases alleging fraud. Unfounded allegations of improper conduct seriously prejudicial to the character or reputation of the party, can also justify a substantial indemnity award”: *Hordo v. Zweig*, 2021 ONSC 2244 at para. 19(v) citing *Mele Thorne v. Riddell* (1997), 32 O.R. (3d) 674; *1175777 Ontario Ltd. v. Magna International Inc.* (2007), 61 R.P.R. (4th) 68 (Ont. S.C.), at para. 27.

[33] “Substantial indemnity costs is the elevated scale of costs normally resorted to when the court wishes to express its disapproval of the conduct of a party to the litigation. It follows that conduct worthy of sanction would have to be especially egregious to justify the highest scale of full indemnity costs”: *Net Connect Installation Inc. v. Mobile Zone Inc.*, 2017 ONCA 766, 140 O.R. (3d) 77, at para. 8.

[34] The Consultants submit that an award of full indemnity costs is appropriate because:

1. Marc Leclair, John Weinstein, Wei Xie, Celeste McKay, and Kathy Hodgson-Smith were named personally despite the absence of any credible basis — or even attempt — to justify piercing the corporate veil, dramatically increasing the stakes of the litigation, their risks, and costs;
2. the allegations were widely disseminated to maximize reputational harm;
3. the claims were meritless and pursued without any supporting evidence; and
4. the Plaintiff refused reasonable offers to remove the Consultants from the action without costs.

[35] The Plaintiff submits that the Consultants are not entitled to full indemnity costs because:

1. there was no conduct worth of sanction;
2. the claims against the Consultants personally were justified because “the evidence adduced at trial certainly raised questions about the conduct of the Consultant Defendants and whether they were, for example, unjustly enriched upon MMF’s departure”;
3. it is not fair and reasonable and does not accord with MNC’s expectations to pay nearly \$3,000,000 “to a group of litigants who dubbed themselves the “Collateral Defendants” (and who were the focus of less than 25% of the proceeding) when MNC spent just over \$5,000,000 on the entire case”; and
4. the costs sought by the Consultants is not proportionate because their defence costs are “nearly triple their monetary exposure in the case (just over \$1M) [and] suggests over-lawyering by their counsel, or at least deployment of lawyers with hourly rates not befitting the exposure actually faced by these defendants.”

[36] The Consultants are entitled to costs on a substantial indemnity basis.

[37] On January 4, 2024 (one year before the trial commenced) the Consultants proposed being let out of the action against them without costs. While this offer does not engage the mandatory

cost consequences of r. 49.10, the court may still consider such an offer in exercising its discretion with respect to costs under r. 49.13: *König v. Hobza*, 2015 ONCA 885, 129 O.R. (3d) 57, at para. 35; *Elbakhiet v. Palmer*, 2014 ONCA 544, 121 O.R. (3d) 616, at para. 33; *Wilson v. Cranley*, 2014 ONCA 844, 70 C.P.C. (7th) 21, at para. 26; *Toronto Standard Condominium Corporation No. 1724 v. Evdassin*, 2021 ONSC 7329 at para. 18.

[38] This case was about more than just money. The Consultants are public-sector consultants who work with both private clients and government entities. They each worked for the MNC for many years through their respective consulting corporations and the allegations brought their professional reputations into question.

[39] The Plaintiff made serious allegations of wrongdoing against the Consultants. The Plaintiff claimed that the Consultants assisted the Primary Defendants with a variety of secret meetings and unauthorized activities designed to benefit the MMF to the detriment of the MNC.

[40] The case attracted significant national media attention. The MNC announced the claim through a press release and the MNC's President, Cassidy Caron, posted a video of herself on Facebook announcing the litigation to the Métis Nation and the public at large.

[41] Ms. Caron took the allegations made by Ms. Poitras and President Froh at face value. None of them made any attempt to call or communicate with Mr. Chartier, President Chartrand, Ms. Watteyne or the Consultants about the issues raised in the case.

[42] At trial, Ms. Caron conceded that even after learning that the MVLP funds remained in the MNC's control after the Defendants left the MNC and after amending the Statement of Claim to remove the false allegations concerning the misappropriation of \$20,000,000 MVLP funds, the MNC did not correct the public record.

[43] The Plaintiff sued the Consultants in their personal capacities as well as suing their consulting corporations. At trial I found that there was no evidence that any of the Consultants provided services to the MNC in their personal capacities. In the *Reasons for Judgment*, at para. 1029, I said:

The MNC has not proven a viable cause of action against the individual Consultants. Both Ms. Poitras and President Froh confirmed that they understood that individual Collateral Defendants provided services through their consulting corporations. There is no evidence that the MNC paid the settlement payments to the individual Consultants. There is no basis to pierce the corporate veil; there is no suggestion that they did not perform *bona fide* services, were not established for legitimate purposes, or otherwise engaged in fraudulent activity. [Citations omitted.]

[44] The Plaintiff sued the Consultants in their personal capacities for knowing assistance, knowing receipt and unjust enrichment. The allegations related to settlement payments made pursuant to the agreements between the MNC and the Consultants.

[45] I found that there was no foundation for these claims because the Defendants did not breach their fiduciary duties. The Plaintiff did not prove there was a conspiracy or "scorched earth policy".

However, I also considered the other elements of the claims for knowing assistance, knowing receipt, and unjust enrichment in the event that I was wrong about the Defendants not breaching their fiduciary duties. I found that there was no evidence that the Consultants engaged in any wrongful acts or that they did not act in good faith. I made these findings without hearing any evidence from the Consultants. The Consultants did not need to call any witnesses to refute the Plaintiff's claims against them.

[46] I found that the Consultants did not engage in a scheme or scorched earth policy to harm the MNC for personal gain, as alleged by the Plaintiff.

[47] The Plaintiff submits that it was reasonable to name the Consultants personally because had the torts of unjust enrichment, knowing assistance and knowing receipt and constructive trust been made out, "the court could have declined to attribute the knowledge/conduct of each directing mind to each corporation if it was not in the public interest to hold the corporations liable per the "corporate identification doctrine"". The corporate identification doctrine was not advanced at trial and was raised for the first time in the Plaintiff's costs submissions. I give this submission no weight.

[48] The Plaintiff submits that, if the claims against the individual consultants really had no merit the individual consultants would have brought a summary judgment motion. I do not agree. The court discourages motions for partial summary judgment: *Malik v. Attia*, 2020 ONCA 787, 29 R.P.R. (6th) 215, at paras. 59-68. In this case, the court may well have refused to schedule a motion for summary judgment because there was a risk of inconsistent findings.

[49] In this case, the unfounded allegations of wrongdoing, self-dealing and dishonesty as well as the completely unfounded claims against the Consultants personally, justify an award of substantial indemnity costs.

[50] This is not one of the rare and exceptional cases that justifies full indemnity costs. I do not find that Plaintiff's conduct was so egregious to justify the highest scale of full indemnity costs. The Plaintiff did not engage in the type of conduct set out in *Net Connect v. Mobile Zone*, such as wasting significant court resources, fabricating evidence, attempting to perpetrate a fraud on the court, and attempting to make itself judgment proof: 2017 ONSC 1097, at para. 27, aff'd on appeal, 2017 ONCA 766. However, the Plaintiff's conduct in pursuing very serious allegations of dishonesty and self-dealing in a very public case, naming the individual consultants personally without a reasonable basis for doing so, and failing to accept the Consultants' offer, justifies an award of substantial indemnity costs.

[51] The Plaintiff does not argue that any of the work performed was unnecessary or that counsel for the Consultants spent excessive time on any particular matters. Rather the Plaintiff submits that the costs should be reduced by \$422,000 "for higher rates, duplication, and other disproportionate costs". I do not find that counsel for the Consultants duplicated the work of counsel for the other Defendants, that their costs are disproportionate or that their rates are too high.

[52] The Consultants defended the claim economically. All five Consultants and their respective consulting companies were represented by one law firm. Although three lawyers from the firm

represented the Consultants at trial, they did not all attend the trial each day and on some days none of the lawyers for the Consultants attended the trial.

[53] The Consultants avoided duplication with the Primary Defendants and confined their examinations and submissions to the issues that were specific to them. On trial days that concerned issues that did not directly affect the Consultants, their counsel did not attend court.

[54] The Consultants also saved substantial trial time by choosing not to testify. They relied on their discovery evidence that the Plaintiff read into evidence as part of its own case pursuant to r. 31.11 and on the testimony of the other parties.

[55] I find that the costs incurred by the Consultants are within the Plaintiff's reasonable expectations. The Plaintiff's own actual costs are \$5,081,399.12. The Plaintiff is a sophisticated entity, and both it and its principal members (the Métis Nation of Alberta ("MNA") and the Métis Nations of Ontario "MNO") are no strangers to Bay Street law firms and their billable rates, having previously retained high-caliber lawyers for other litigation.

[56] The Consultants' costs are not disproportionate. As set out above, this case was not just about the money. Having made such serious allegations of dishonesty and self-dealing, the Plaintiffs should not complain that the Consultants took the matter too seriously and put too many resources into defending the action: *Chan v. Ontario*, 2008 CanLII 4775 (Ont. S.C.) at para. 11; *Fielding v. Fielding*, 2019 ONSC 833, 21 R.F.L. (8th) 187, at para. 80.

[57] The Plaintiff submits that the hourly rates charged by counsel for the Consultants are too high.

[58] I do not find the hourly rates to be unreasonably high. As Koehnen J. said in *Infor v. Centrilogic*, the difference in rates between Plaintiff's counsel and counsel for the Consultants may well reflect the different profiles of counsel and their firms and the different market segments they target: 2023 ONSC 3375, at para. 9.

[59] This court has awarded costs based on similar hourly rates in other matters: *Infor*, at paras. 8 and 9. In *Nootchtai v. Nahwegahbow Corbiere Genoodmagejig Barristers and Solicitors*, Myers J. found the hourly rates of counsel at McCarthy Tetreault LLP, to be reasonable and within market norms: 2025 ONSC 6888, at para. 43.

[60] Costs must be fair and reasonable, having regard to the factors in the Rules, and be proportionate having regard to the size of the claim and the complexity of the matter. This was a complex claim pursued vigorously by the Plaintiff, involving serious allegations of wrongdoing by the Consultants that required a fulsome response. In all the circumstances, I find that \$1,997,332.80 (80% of actual fees \$2,496,666) plus \$259,653.26 for HST plus \$136,112.15 for disbursements is appropriate.

[61] The Plaintiff shall pay costs in the amount of \$2,393,098.21 inclusive of HST and disbursements to the Consultants .

Issue 2: To what costs are the Primary Defendants entitled?

[62] In my *Reasons for Judgment*, I found that President Chartrand, Mr. Chartier and Ms. Watteyne are entitled to indemnification for all costs that they have incurred in respect of this action under the provisions of the By-Laws.

[63] The Plaintiff submits that the Primary Defendants have not actually incurred any legal costs in defending these proceedings as their common employer, MMF, is believed to have paid all of their costs throughout these proceedings. The Plaintiff says that unless and until the Primary Defendants provide proof that they have indeed personally incurred costs in defending this proceeding, their respective entitlements to “indemnification” pursuant to MNC’s Bylaws should be nil.

[64] Alternatively, the Plaintiff submits that the costs claimed are unfair and unreasonable. The Plaintiff also submits that it should not pay any of the costs of defending the MMF. Finally, the Plaintiff submits that the costs must be reduced because there were multiple counsel with common positions and the court must “take into consideration unnecessary duplication of effort or unnecessary separation of counsel who are defending the same or very similar interests” and reduce the award for such duplication as being unfair or beyond the reasonable expectation of the unsuccessful party: *Guergis v. Novak*, 2013 ONSC 1130, at paras. 11, 12 and 20.

[65] The Plaintiff submits that “there can be no doubt that much of the internal meetings among Defendants’ counsel, related strategy sessions and correspondence, legal research, trial preparation, trial, and preparation of closing submissions are duplicative as among the Primary Defendants, and it would be unfair and unreasonable for MNC to pay for such duplicative efforts throughout.”

[66] The Plaintiff says that the duplication is obvious because the Plaintiff’s costs were approximately \$5,100,000 (which includes advancing the claim against the Consultants) whereas the total costs of the Primary Defendants is approximately \$9,500,000 (i.e. \$6,021,856.73 for MMF and President Chartrand, \$1,342,377.26 for Mr. Chartier and \$2,058,664.38 for Ms. Watteyne). The Primary Defendants say it is irrelevant who paid their legal fees. All of the legal fees performed by counsel for the MMF and Mr. Chartrand were for the benefit of both of them. There was no unnecessary duplication or overlap among counsel for each of the Primary Defendants. The indemnification for costs is properly characterized as damages for the Primary Defendants’ counterclaims, and accordingly pre-judgment interest is payable.

[67] There is no factual or legal basis to give effect to the Plaintiff’s submission that it believes that MMF is paying the fees and therefore the Primary Defendants are not entitled to indemnification.

[68] There is no evidence to support the Plaintiff’s assertion that the Primary Defendants did not pay their legal fees. They were not asked this question when they testified.

[69] There is a presumption that an individual who retains a lawyer is liable for the fees, regardless of who pays the account. It is irrelevant who pays the fees unless there is evidence that the client is not liable for the account: *Visx Inc. v. Nidek Co.*, 2000 CanLII 16247 (F.C.), at para. 21.

[70] Even if the fees were paid by MMF, that is no basis to reverse my decision that the Primary Defendants are “entitled to indemnification for all costs that they have incurred in respect of the action”. Section 18 of the By-Laws states that the Primary Defendants are entitled to be indemnified for “all costs, charges and expenses” that the indemnified person “sustains or incurs in or about any action, suit or proceedings...”. The By-laws do not require that the indemnified person actually paid the costs, charges or expenses.

[71] An analogous situation arises where insurers pay defence costs. Parties are not disentitled to costs simply because insurers have paid defence costs: *Przyk v. Hamilton Retirement Group Ltd. (The Court at Rushdale)*, 2021 ONCA 267, 70 C.P.C. (8th) 219, at para. 7; *Sacks v. Ross*, 2016 ONSC 2498, at para. 45.

[72] Where there is a contractual right to costs “the court will exercise its discretion so as to reflect the right. However, the agreement of the parties cannot exclude the court's discretion; it is open to the court to exercise its discretion contrary to the agreement”: *Burr v. Tecumseh Products of Canada Limited*, 2023 ONCA 135, 32 C.C.L.I. (6th) 4, at para. 130, citing *Bossé v. Mastercraft Group Inc.*, 123 D.L.R. (4th) 161 (Ont. C.A.), leave to appeal refused, [1995] S.C.C.A. No. 205. Where there is “good reason” the court may refuse to enforce a contractual term. Good reason “includes circumstances where the prevailing party has engaged in “inequitable conduct” or there are “special circumstances” where imposing costs would be ‘unfair or unduly onerous’”: *Burr*, at para. 131, citing *Bossé*, at para. 131.

[73] “Notwithstanding the contractually agreed upon scale of costs, the quantum of the respondent’s costs must be fair, reasonable and proportionate having regard to the circumstances of the case”: *Burr*, at para. 133, citing *Bossé* and *Boucher in 7550111 Canada Inc. v. Charles*, 2020 ONCA 505, at para. 4.

[74] In this case there is no good reason to depart from the obligation imposed under the By-Laws. There are no special circumstances. The Defendants requested indemnification from the outset and the Plaintiff refused. The costs are not unfair or unduly onerous. The evidence at trial established that the Defendants left the Plaintiff in a very favourable financial position: *Reasons for Judgment*, at para. 166. The Plaintiff has not advanced any argument about its ability to pay the costs or any special circumstances.

[75] While this is not a claim for costs under the Rules, in assessing whether the quantum of the Primary Defendants’ costs is fair, reasonable and proportionate, having regard to the circumstances of the case, I will consider the complexity of the case, the importance to the parties, the Plaintiff’s expectations, the outcome, and any conduct which lengthened the proceeding.

[76] As set out above, the case was very complex.

[77] Overall, the trial was run very efficiently. The Defendants submit that the Plaintiff wasted time reading in portions of the Defendants’ examination for discovery transcripts contrary to the current practice of simply marking the excerpts as exhibits. The Plaintiff did read in excerpts from the Defendants’ discovery transcripts for three days. However, the Plaintiff marked the majority of the “read-ins” as exhibits. I do not find that the manner in which the Plaintiff handled the read-ins contributed significantly to the overall length of the trial.

[78] There is no evidence to suggest that some of the work done by counsel for MMF and President Chartrand was for the sole benefit of MMF and the Plaintiff did not point to any items in the MMF and President Chartrand Bill of Costs that show work done exclusively for MMF. Dockets were not requested or produced.

[79] Given that the claim against MMF was for vicarious liability for President Chartrand's alleged wrongdoing, it is difficult to see how there would be any distinction between the work done for each of them. Further, the Closing Submissions or Supplementary Closing Submissions of these Defendants do not reference vicarious liability, demonstrating that the MMF relied only on Chartrand's individual defense, and did not incur costs based on legal work done for the sole benefit of the MMF.

[80] I do not agree that duplication among the three law firms representing the Primary Defendants was obvious. In fact, I was very impressed by the way counsel for the Primary Defendants divided the trial work both among themselves and with counsel for the Consultants. I observed little if any unnecessary overlap in the direct examinations, cross-examinations, and submissions with counsel for the MMF and President Chartrand usually taking the lead on issues common to all. It was obvious that counsel for MMF and President Chartrand took the lead at trial and did most of the work and that fact is reflected in the Bill of Costs of each of the Primary Defendants. There was also little overlap in the oral and written closing submissions. It seems obvious that there would have to be a significant amount of time spent on internal meetings among the Primary Defendants' counsel and related strategy sessions to ensure that the duplication was minimal.

[81] I find that it was entirely responsible for the Primary Defendants to retain separate counsel. I agree with the Primary Defendants' submission that it was "prudent and necessary for each of the Primary Defendants to retain their own counsel to obtain advice tailored to their unique involvement in the impugned transactions. Each Primary Defendant was entitled to mount the best defence for themselves, independent of their colleagues' interests. Independent counsel ensured that their distinct roles and interests were represented".

[82] The Primary Defendants did not share identical interests. For example, at trial I found that "Ms. Watteyne did not make any of the impugned decisions; at most, she made recommendations to Mr. Chartier and President Chartrand": *Reasons for Judgment*, at para. 25. At trial, Mr. Chartier's evidence was that he was not involved in negotiating many of the impugned transactions and left the negotiations to his Minister of Finance President Chartrand.

[83] There was a risk that I could find that some, but not all of the Primary Defendants breached their fiduciary duties and it would be unwise, at the very least, if not unethical, for one law firm to act for all in circumstances where the evidence of one might negatively impact another.

[84] The case was extremely important to the parties. Mr. Chartier and President have devoted their lives to advancing the interests of the Métis Nation. Ms. Watteyne dedicated the vast majority of her career to the service of the Métis community.

[85] The Plaintiff claimed that the Defendants betrayed the Métis Nation in their own self-interest. It is hard to imagine a case that would be more important to the Defendants. The case

was equally important to the Plaintiff who announced it publicly when it commenced. The MNO, one of the Plaintiff's principal members, sought to minimize the decision's impact after the judgment was rendered by internally circulating an "Info Bulletin" saying:

As you know, this case was brought by the MNC strictly on corporate law grounds, focused on accountability, transparency, and fiduciary duty. It was not a case about Métis political history or identity. Throughout the trial, under oath several defendants admitted to serious wrongdoing, including issues related to the Métis Veterans Legacy Fund about which Government of Canada officials testified strongly in support of MNC's position. Despite this, the court did not accept those arguments.

[86] While I do not comment on the accuracy of the statements contained in this Bulletin, it demonstrates the importance of the case to the Plaintiff's principal members.

[87] The costs of the Primary Defendants are within the Plaintiff's reasonable contemplation for the reasons set out at paras. 11-16, 22-23 and 55 above. Also, the hourly rates claimed by counsel are very close to the hourly rates charged by the Plaintiff's own counsel.

[88] The outcome of the case was entirely in favour of the Primary Defendants and the Consultants. The Plaintiff submitted that the Primary Defendants were liars. I found that the Primary Defendants' evidence was credible and reliable. In the *Reasons for Judgment*, at paras. 101, 102, and 104, I found:

- "...President Chartrand to be an honest, straightforward, and sincere witness";
- "...Mr. Chartier to be an honest, reliable and genuine witnesses"; and,
- "...Ms. Watteyne [to be] a straightforward, credible and reliable witness".

[89] I found that the Primary Defendants acted honestly, in good faith and with a view to the best interests of the Métis Nation including the MNC. I found that impugned decisions and transactions furthered the interests of the Métis Nation and did not adversely impact the operations of the MNC.

[90] I find that the Primary Defendants' costs are fair, reasonable and proportionate having regard to the circumstances of the case.

Issue 3: Are the Primary Defendants Entitled to Pre-judgment Interest?

[91] On January 15, 2026, each of President Chartrand, Mr. Chartier, and Ms. Watteyne served revised Bills of Costs in which they now seek pre-judgment interest on their costs.

[92] The Plaintiff submits that I should not consider the Primary Defendants' request for pre-judgment interest because:

1. The revised Bills of Costs were delivered after the December 15, 2025 deadline I ordered on consent of the parties.

2. The revised Bills of Costs do not include the rate or calculation for the pre-judgment interest claimed.
3. The Plaintiff did not have sufficient time to consider the issue of pre-judgment interest given that its reply submissions were due on January 19, 2026.
4. The Plaintiff is unaware of any precedent where a court ordered pre-judgment interest on a cost award and there is no public policy rationale or other legal justification for ordering same.
5. Any pre-judgment interest calculation would have to consider the actual dates of invoicing, the actual dates of payment, and other mathematical factors.

[93] In their Statements of Defence and Counterclaims in which they claimed indemnity for all costs, charges and expenses pursuant to the By-Laws, each of the Primary Defendants claimed prejudgment interest in accordance with *Courts of Justice Act*, R.S.O. 1990 c. C. 43. As such, the Primary Defendants may well be entitled to prejudgment interest.

[94] The parties may make submissions in writing regarding the Primary Defendants' claim for prejudgment interest including submissions on entitlement as well as quantum as follows. The submissions shall not exceed ten pages in length, (not including any calculations). The Defendants shall deliver their written submissions within 10 days of the date of these reasons. The Plaintiff's responding submissions shall be delivered within 10 days of receipt of the Defendants' submissions. Any reply submissions shall be delivered within five days of receipt of responding submissions and shall be no more than two pages long. The submissions shall be served, filed with the court and delivered to me by way of email to my Judicial Assistant.



Merritt J.

Date: May 4, 2026