

TAB 13

Action No.: 2001-05482
E-File Name.: CVQ20JMB
Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

PROCEEDINGS

Calgary, Alberta
October 16, 2020

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1 Bonnyville contract, which is unrelated to the royalty agreement that JMB has with the
2 land owners.

3
4 THE COURT: Okay. Right. All right. Anything arising from
5 that, Mr. Matheson?

6
7 MR. MATHESON: No, the reason I ask, obviously, Justice Eidsvik,
8 is that a -- a license, as you put your finger on, is not an interest in land. So I just wanted
9 to see whether JMB was making any submissions on that point this morning.

10
11 THE COURT: Okay. No, I did not hear any on that particular
12 issue. Okay, is there anyone else who wants to speak to this matter?

13
14 THE COURT CLERK: Mr. Hajduk, you're muted.

15
16 THE COURT: Mr. Hajduk.

17
18 **Submissions by Mr. Hajduk (Lien Applications)**

19
20 MR. HAJDUK: Yes. Sorry -- sorry, My Lady. I act on behalf of
21 Mr. Shankowski.

22
23 THE COURT: Right.

24
25 MR. HAJDUK: And basically, I obviously agree with my friends
26 comments that there was no improvement to the land and the *Northern Dynasty* case. Both
27 of our briefs support this that --

28
29 THE COURT: Right.

30
31 MR. HAJDUK: -- (INDISCERNIBLE) gravel did not improve
32 the gravel. But I also indicate that, you know, that the interest that was attempting to be a
33 lien against was more in -- in -- in the line of a profit of printer, in that the -- the owner in
34 that regard would have been JMB, and so the -- so the improper interest has been liened,
35 and we dealt with that in our brief. The other thing I wanted to mention was in the statement
36 of lien that was filed by JR Paine and associates, they actually indicate that the fee simple
37 interest of the municipal district of Bonnyville number 87 is a registered interest. So that's
38 a -- a defect, and they're not hear to correct that or make any submissions. So I would
39 submit that would be fatal to their application without anything further.

40
41 So the position is is that obviously our -- our position then if they were to register an