

Federal Court



Cour fédérale

Date: 20210121

Docket: T-1472-19

Citation: 2021 FC 71

Ottawa, Ontario, January 21, 2021

PRESENT: The Honourable Justice Fuhrer

BETWEEN:

TASLAR TRADING CORPORATION

Appellant

and

**ATTORNEY GENERAL OF CANADA AND
R.C. FARMS LTD.**

Respondents

JUDGMENT AND REASONS

I. Overview

[1] Taslar Trading Corporation [Taslar Trading], is a grain dealer and licensee under the *Canada Grain Act*, RSC 1985, c G-10 [CGA or Act]. A producer, R.C. Farms Ltd. [RC Farms], complained to the Canadian Grain Commission that Taslar Trading failed to make full payment for green lentils that RC Farms delivered under contract. Upon investigation, including a teleconference with Taslar Trading and RC Farms to discuss the investigation results, the

Commission found Taslar Trading failed to provide timely, requisite grain receipts. The Commission thus held Taslar Trading failed to comply with subsection 81(1) of the *Act* and ordered Taslar Trading to pay RC Farms for the loss or damage that resulted from such failure in the amount of \$161,116.32, including interest. Pursuant to section 101 of the *Act*, Taslar Trading now appeals the Commission's Order No. 2019-53 dated August 7, 2019 and requests that it be set aside. A joint Appeal Book was prepared and submitted by Taslar Trading and the Commission submitted a certified tribunal record. These materials overlap substantially.

[2] Two main issues arise. First, did the Commission err in deciding that Taslar Trading should have provided grain receipts by these dates? Second, in concluding Taslar Trading made an improper deduction on the grain delivered, did the Commission err in failing to consider or did it misapprehend certain evidence, namely, industry practice, and the existence of a verbal agreement between Taslar Trading and RC Farms (in addition to their written contract)?

[3] I find there are no questions of law or extricable legal principles in issue. Thus, in light of the statutory appeal mechanism in the *Act*, the applicable appellate standard of review in the case before me is palpable and overriding error: *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 [Vavilov] at paras 36-37 (citing *Housen v Nikolaisen*, 2002 SCC 33, [2002] 2 SCR 235, at paras 8, 10, 19, 26-37; see also *ING Bank NV v Canpotex Shipping Services Limited*, 2017 FCA 47 at para 48). “Palpable” means an obvious error, while an “overriding” error is one that affects the decision-maker’s conclusion; it is a highly deferential standard of review: *Mahjoub v Canada (Citizenship and Immigration)*, 2017 FCA 157 at paras 61-64.

[4] For the reasons that follow, I am not persuaded that the Commission made any palpable and overriding errors concerning the dates by which the grain receipts should have been delivered nor did the Commission fail to consider or misapprehend certain evidence. I therefore dismiss the appeal. My analysis below follows a summary of the factual background and the applicable provisions and principles.

II. Background

[5] Taslar Trading and RC Farms signed Purchase Contract WMTC1708 dated November 10, 2017. Taslar Trading, as Buyer, agreed to purchase from RC Farms, as Seller, 5 railcars of 460mt of green lentils at a price of 33.5 cents per pound for #1 grade lentils and 32 cents per pound for #2 grade lentils, net to producer, delivered to Frontier, with delivery Nov-Dec 2018. The payment terms were 15 days after unload at port. The only other condition or term indicated in the short Purchase Contract was that failure to sign does not void a verbal agreement.

[6] The Purchase Contract does not mention White Mud Trading Company [White Mud]. It is, however, the only grain elevator in Frontier, Saskatchewan. RC Farms delivered the green lentils to White Mud in several truckloads from December 15 to December 20, 2017. White Mud cleaned the grain and loaded five railcars shipped, in two shipments, to Ray-Mont Logistics Vancouver, Inc. [Ray-Mont Logistics] located in Richmond, British Columbia. Ray-Mont Logistics received the first shipment on January 19, 2018 and the second shipment on February 8, 2018. The railcars were unloaded and packaged in various ways for export by ocean shipping containers.

[7] White Mud took samples for grading from all five railcar loads and sent the samples to SGS Saskatoon for assessment. The second shipment of three car loads came back as grade #2. Taslar Trading did not provide the SGS grading certificates for the first two car loads. Only the final three car loads, comprising the second shipment, were sampled and assessed again in British Columbia by SGS Vancouver which came back as grade #3. The first two car loads were not graded because they had been shipped already to Turkey. The Turkish buyers disputed the grading, resulting in a quality discount of the payments owed to Taslar Trading.

[8] Taslar Trading issued grain receipts for the first and second shipments dated January 19, 2018 (Nos. 00400 and 00405) and February 8, 2018 (Nos. 00415, 00416 and 00417) respectively. A copy of receipt No. 00405 is not included in the Appeal Book. The remaining receipts, and a summary provided of all the receipts, indicate that the lentils were graded #3. Copies of all the receipts in the Appeal Book show deductions for a “levy” (0.67%+GST) and a “tariff” or handling fee (\$8/TON), neither of which is mentioned in the Purchase Contract, and a price of \$374.79 per tonne.

[9] On January 29, 2018, Taslar Trading paid an initial amount of \$125,000 to RC Farms. Taslar Trading called RC Farms on March 13 or 14, 2018 and advised the lentils were downgraded at unload to #3 and offered a reduced price of \$0.16 per pound on all five railcars which RC Farms did not accept. Taslar Trading paid a subsequent amount of \$36,575.94 on March 28, 2018. There is no dispute that Taslar Trading paid these amounts.

[10] Despite the dates of the grain receipts, Taslar Trading admitted it took 4 or 5 days to receive the grading results; the SGS grading certificates themselves are dated April 18, 2018. Taslar Trading alleges that it mailed the grain receipts but RC Farms claims it did not receive any grain receipts until the Commission's Compliance Officer, who conducted the investigation, provided copies. Taslar Trading admitted during the teleconference with Taslar Trading and RC Farms, held on May 30, 2019, that it took longer than the two-week window Taslar Trading normally has to conclude payment and they made sincere efforts to generate the receipts.

[11] There are two points on which Taslar Trading and RC Farms agree. First, the correct weight, in so far as the grain receipts are concerned, is that of the unload at Ray-Mont Logistics of 443.64 tonnes. The Purchase Contract is silent about when or how the delivery weight was to be determined. Second, they also accept that the Saskatchewan Pulse Growers Levy of 0.67% plus GST is fair and reasonable. Similarly, the Purchase Contract is silent about such levy.

III. Applicable Provisions and Principles

[12] The Commission's broad mandate includes regulating grain handling in Canada, in the interests of grain producers, to ensure a dependable commodity for domestic and export markets: *CGA* s 13. In furtherance of its mandate, the Commission can conduct investigations and hold hearings on matters within its powers including the alleged failure of a licensed grain dealer to comply with the provisions of the *Act*. The Commission also can make payment orders to compensate a grain producer for loss or damage because of a licensed grain dealer's contravention or failure to comply with any provision of the *Act* or *Regulations*: *CGA*, ss 14, 91 and 97(a); *C B Constantini Ltd v Pierce*, 2009 FC 281 at para 21.

[13] As noted by the Commission in its reasons for decision: “The purchase and sale of grain is not only governed by the agreement between the parties, but also by statute.” To be licensed under the *Act*, a grain dealer is required to provide security to the Commission for the grain dealer’s potential payment obligations to grain producers: *CGA*, s 45(1)(b). Every licensed grain dealer who purchases western grain from a producer must issue a grain receipt or cash purchase ticket stating the grade name, grade and grain dockage, and provide it immediately to the producer: *CGA*, s 81(1). If the grain dealer defaults on its payment obligation, resulting in loss or damage to the grain producer, and if the grain producer holds a grain receipt or cash purchase ticket, the grain producer can access the security: *CGA*, s 49(2)(b).

[14] The *Regulations* clarify that the licensed grain dealer must issue the grain receipt or cash purchase ticket upon receipt of the grain delivered by the producer or on entitlement to the grain delivered by the producer to an elevator: subsection 45(2) of *Canada Grain Regulations*, CRC, c 889 [*CGR* or *Regulations*]. In sum, “[t]he Act and the Regulations therefore require a grain dealer to provide a grain receipt or cash purchase ticket to a producer contemporaneously with the delivery of grain”: *C B Constantini Ltd v Neuls*, 2009 FC 365 at para 40.

[15] These provisions of the *Act* and *Regulations*, reproduced in Annex A below, provide significant protections to grain producers in line with the Commission’s mandate. As further noted by the Commission, “[t]he *Act* protects the producer’s right to receive payment for grain delivered for sale to a licensee.” The *Act* does not prohibit a producer from agreeing or consenting deductions or set-off: *Pioneer Grain Company v Goy*, 2005 FC 530 at para 22.

Absent explicit or inferred agreement or consent, however, the producer is entitled the payment owed for the delivered grain.

IV. Analysis

[16] As a preliminary matter, I note that the Respondent, Attorney General of Canada made no submissions in his memorandum of fact and law, nor at the hearing, regarding the order sought by Taslar Trading. The Attorney General noted his limited role in this matter to provide legislative interpretation or guidance but not to defend the Commission.

[17] There was no disagreement among the parties at the hearing regarding the standard of review applicable to this statutory appeal. Having regard to the above background and applicable provisions and principles, I am not persuaded that the Commission made any palpable or overriding errors in concluding that:

- (i) Taslar Trading should have issued and delivered the grain receipts for all of the grain to RC Farms by January 19, 2018 and February 8, 2018 for the first and second shipments respectively; because it did not do so, Taslar Trading failed to comply with *CGA* s 81(1) [Grain Receipts Finding];
- (ii) there was no mention in the Purchase Contract, nor evidence of agreement regarding, the deduction of a handling levy of \$8.00 per tonne from the grain receipts [Handling Levy Finding]; and
- (iii) Taslar Trading made an improper deduction on the grain delivered that was not agreed to by RC Farms [Improper Deduction Finding].

(i) *Grain Receipts Finding*

[18] Taslar Trading submits that the delivery of the grain was not completed until the grain reached the unload facility or the terminal elevator (at Ray-Mont Logistics in British Columbia)

nor was Taslar Trading entitled to the grain while the grain was still with RC Farms' alleged agent, White Mud. Further, the Commission's decision that the grain receipts ought to have been delivered to the producer no later than January 19, 2018 and February 8, 2018 for the first and second shipment respectively was wrong because the perceived calculation was based on the date the grain was delivered to White Mud.

[19] RC Farms, on the other hand, submits that White Mud was an agent or mandatary of Taslar Trading and, therefore, the grain receipts were due in the December 15-20, 2017 timeframe when RC Farms delivered the lentils to White Mud. The Commission makes no determination about whether White Mud acted as an agent for either party. I find it was unnecessary to do so, however, because of the Commission's finding that the grain receipts were due no later than the dates by which the grain reached Ray-Mont Logistics in British Columbia and was unloaded. Further, there was no calculation involved. Rather, as I noted above, the *Act* and the *Regulations* require delivery of the grain receipts contemporaneously with the delivery of the first and second shipments to British Columbia.

[20] I further find that that Taslar Trading appears to have conflated the payment terms of the Purchase Contract (15 days) with the date by which the receipts are due, in addition to admitting that while the grain receipts are dated as of the unload dates they were generated later. This is confirmed by the following statements of Taslar Trading's principal during the May 30, 2019 teleconference:

So the date on the receipt, is actually the date of the unloading, but not when we, when we generate them. We typically generate them as we finish the results, and, we get it, from SGS. And we put it in, and put it in, and that typically takes two weeks, that it why we have two weeks grace period to pay.

[21] In its reasons for decision, the Commission noted that the Purchase Contract contained no provision for sampling (at port) for grading and dockage, nor did the Purchase Contract contain any dispute resolution mechanism for any dispute over grading. The Commission held, therefore, that when the first and second shipments were delivered on January 19, 2018 and February 8, 2018, the information available to the parties was that the lentils were graded at #2 (pursuant to the grading reports completed in Saskatchewan). Further, Taslar Trading expressed no reservation about the grading information to RC Farms until over a month later. Had Taslar Trading issued the grain receipts at the required time, RC Farms would have been entitled to payment of the shipped lentils at grade #2 (i.e. \$0.32 per pound). I find no palpable and overriding errors in the Commission's reasons and conclusions regarding this issue.

(ii) Handling Levy Finding

[22] The Purchase Contract similarly contains no provision for any handling levy. Taslar Trading points to an email exchange between Taslar Trading and White Mud, before the signing of the Purchase Contract on November 10, 2017, as the source of the negotiated "agreement" between Taslar Trading and RC Farms' alleged agent, White Mud, regarding the handling levy. I agree with the Respondent, RC Farms, that the email exchange is neither evidence of an agency relationship nor of an agreement regarding the handling levy. As stated by White Mud's correspondent upon receiving Taslar Trading's proposed pricing for the lentils, which mentions the handling levy, "Perfect, I will pass this on and let you know." I thus find it unnecessary to address RC Farms' submission regarding the applicability of the parol evidence rule.

[23] Further, as stated by RC Farms' principal during the May 30, 2019 teleconference:

...I see that he [Taslar Trading's principal] did have communication with White Mud on it [the handling levy]. I was never told. And why wasn't it put in the contract. That, that is all I have to go. I am not trying to take advantage of the fact that the contract wasn't complicated. This is what I have in front of me. That is what I signed.

[24] Finally, I note that the Purchase Contract is on Taslar Trading's letterhead and was signed by both Taslar Trading and RC Farms; it was not signed by White Mud, on behalf of or acting for RC Farms. I thus, find no palpable and overriding errors in the Commission's reasons and conclusions regarding this issue.

(iii) Improper Deduction Finding

[25] I find the reasons for decision are not clear about whether the Commission included the price discount on the grain receipts as part of its improper deduction conclusion, in addition to the handling levy. Although none of the parties argued the price discount specifically, I find the Amended Notice of Appeal broad enough to cover it in the following ground: "The Commission erred by failing to properly consider the current industry practice when the Commission held that the licensee (Appellant) has made improper deduction on the grain delivered." I therefore consider it for completeness.

[26] In addition to the deduction of the handling levy on the grain receipts, the Commission also took issue with the price discount (grade #2 versus grade #3) to which RC Farms did not agree. The Commission noted the Purchase Contract does not provide a discount schedule or reference to grades lower than #2; the prices provided are for #1 and #2 grades only. Nor did RC Farms agree to a proposed discount when contacted, one month after the last unloading, about

the quality of the lentils. When queried about the discount during the investigation, Taslar Trading mentioned “GrainShark Marketing Chart” and “GrainShark Marketing discount schedule” as reference for arriving at the discount. There is no evidence, however, in either the Appeal Book or in the certified tribunal record about what this reference is or whether it represents industry practice.

[27] The Commission’s conclusion states simply, however: “Following its investigation the Commission is satisfied that the Licensee has made an improper deduction on grain delivered which was not agreed to by the Producer.” I note the Commission refers to the handling levy as a discount as well: “The purchase contract makes no reference to this discount.”

[28] Immediately following its finding of improper deduction, the Commission calculated the loss or damage to RC Farms with reference to the value of the green lentils for #2 grade at 32 cents per pound (or \$705.48 per tonne versus the price per tonne of \$374.79 shown on the grain receipts), removed the “\$8.00 per tonne Levy discount,” and accounted for the Saskatchewan Pulse Growers Levy discount. Because I found no palpable and overriding errors regarding the Commission’s conclusions regarding the issuance and delivery of the requisite grain receipts, I similarly find no palpable and overriding errors in this approach or on this issue.

V. Conclusion

[29] Finding the Commission made no palpable or overriding errors, I therefore dismiss this appeal of its Order No. 2019-53.

VI. Costs

[30] Taslar Trading and RC Farms agree that costs are in the Court's discretion. I see no reason in this matter to depart from the general principle that costs follow the event.

[31] The Attorney General does not seek costs. RC Farms seeks elevated costs and additional interest. While there have been some procedural missteps on the part of Taslar Trading, as well as delay because of unfortunate events that befell Taslar Trading's counsel, I am not satisfied these factors warrant elevated or solicitor-client costs. Further, because Taslar Trading was entitled to appeal the Commission's order, I am not satisfied that additional interest is warranted in the circumstances.

[32] Exercising my discretion under Rule 400, I award costs to RC Farms payable by the Taslar Trading in accordance with the top of Column III, Tariff B, of the *Federal Courts Rules*, SOR/98-106.

JUDGMENT in T-1472-19

THIS COURT'S JUDGMENT is that:

1. Taslar Trading Corporation's appeal of the Canadian Grain Commission's Order No. 2019-053 is dismissed.
2. Costs at the top of Column III, Tariff B are awarded to R.C. Farms Ltd. and payable by Taslar Trading Corporation.

"Janet M. Fuhrer"

Judge

Annex A: Relevant Provisions***Canada Grain Act, RSC 1985, c G-10***

<p>Definitions</p> <p>2 In this Act,</p> <p>grain dealer means a person who, for reward, on his own behalf or on behalf of another person, deals in or handles western grain; (négociant en grains)</p> <p>licence means a licence to operate an elevator or to carry on business as a grain dealer issued by the Commission; (licence)</p> <p>licensee means a person who holds a licence to operate an elevator or to carry on business as a grain dealer; (titulaire de licence)</p> <p>producer means, as well as an actual producer, any person entitled, as landlord, vendor or mortgagee or hypothecary creditor, to the grain produced by an actual producer or to any share of that grain; (producteur)</p>	<p>Définitions</p> <p>2 Les définitions qui suivent s'appliquent à la présente loi.</p> <p>négociant en grains Toute personne qui, dans un but lucratif, pour son propre compte ou celui d'autrui, se livre au commerce ou à la manutention de grains de l'Ouest. (grain dealer)</p> <p>licence Autorisation délivrée par la Commission pour l'exploitation d'une installation ou pour faire profession de négociant en grains. (licence)</p> <p>titulaire de licence Détenteur d'une licence d'exploitant d'une installation ou de négociant en grains. (licensee)</p> <p>producteur Outre le producteur-exploitant, toute personne ayant droit, à titre de locateur, de vendeur ou de créancier hypothécaire, à tout ou partie des grains produits par celui-ci. (producer)</p>
<p>Objects of the Commission Objects</p> <p>13 Subject to this Act and any directions to the Commission issued from time to time under this Act by the Governor in Council or the Minister, the Commission shall, in the interests of the grain producers, establish and maintain standards of quality for Canadian grain and regulate grain handling in Canada, to ensure a dependable commodity for domestic and export markets.</p>	<p>Mission Mission</p> <p>13 Sous réserve des autres dispositions de la présente loi et des instructions que peuvent lui donner le gouverneur en conseil ou le ministre, la Commission a pour mission de fixer et de faire respecter, au profit des producteurs de grain, des normes de qualité pour le grain canadien et de régir la manutention des grains au pays afin d'en assurer la fiabilité sur les marchés intérieur et extérieur.</p>

Functions of the Commission

Functions

14 (1) Subject to this Act, the Commission shall, in furtherance of its objects,

(a) recommend and establish grain grades and standards for those grades and implement a system of grading and inspection for grain to reflect adequately the quality of that grain and meet the need for efficient marketing in and outside Canada;

(b) establish and apply standards and procedures regulating the handling, transportation and storage of grain and the facilities used therefor;

(c) conduct investigations and hold hearings on matters within the powers of the Commission;

(d) manage, operate and maintain every elevator constructed or acquired by Her Majesty in right of Canada, the administration of which is assigned by the Governor in Council to the Commission;

(e) undertake, sponsor and promote research in relation to grain and grain products and, in so doing,

(i) may request that a grain dealer or an operator of an elevator provide it with any sample of grain, grain products or screenings in their possession that the Commission specifies,

(ii) wherever appropriate, utilize technical, economic and statistical information and advice from any department or agency of the Government of Canada, and

(iii) maintain an efficient and adequately equipped laboratory;

(e.1) monitor compliance with end-use certificates provided pursuant to section 87.1; and

Pouvoirs

Pouvoirs

14 (1) Pour réaliser sa mission, la Commission, sous réserve des autres dispositions de la présente loi :

a) propose et établit des grades de grain et des normes les concernant et met en oeuvre un système de classement par grades et d'inspection du grain permettant d'en identifier fidèlement la qualité et d'en assurer la commercialisation au pays et à l'étranger;

b) établit et met en oeuvre des normes et des procédures pour régir la manutention, le transport et le stockage de grain ainsi que les équipements correspondants;

c) mène des enquêtes ou tient des audiences sur les questions qui relèvent de sa compétence;

d) gère, exploite et entretient les installations construites ou acquises par Sa Majesté du chef du Canada et dont le gouverneur en conseil lui a confié l'administration;

e) entreprend, subventionne et encourage la recherche en matière de grains et de produits céréaliers et, à cette fin :

(i) peut demander à un négociant en grains ou à un exploitant d'une installation de lui fournir tout échantillon de grains, de produits céréaliers ou de criblures en sa possession qu'elle précise,

(ii) met à profit, s'il y a lieu, l'information et les conseils techniques, économiques et statistiques des ministères ou organismes fédéraux,

(iii) entretient un laboratoire efficace et convenablement équipé;

e.1) assure l'observation des termes des certificats d'utilisation finale délivrés au titre de l'article 87.1;

<p>(f) advise the Minister in respect of such matters relating to grain, grain products and screenings as the Minister may refer to the Commission for its consideration.</p>	<p>f) conseille le ministre sur toutes les questions relatives aux grains, aux produits céréaliers et aux criblures qu’il soumet à son examen.</p>
<p>Issue of licences — primary and process elevators and grain dealers</p> <p>45 (1) Where a person who proposes to operate a primary or process elevator or to carry on business as a grain dealer applies in writing to the Commission for a licence and the Commission is satisfied that the applicant and the elevator, if any, meet the requirements of this Act, the Commission may</p> <p>(b) subject to the regulations, fix the security to be given by the applicant, by way of bond, suretyship, insurance or otherwise, having regard to the applicant’s potential obligations for the payment of money or the delivery of grain to producers of grain who are holders of cash purchase tickets, elevator receipts or grain receipts issued pursuant to this Act in relation to grain produced by the holders.</p>	<p>Délivrance de licences — silo primaire, silo de transformation et commerce de grains</p> <p>45 (1) Lorsqu’elle est convaincue que l’intéressé et, le cas échéant, le silo satisfait aux exigences de la présente loi, la Commission peut, sur demande écrite d’une personne qui se propose d’exploiter un silo primaire ou un silo de transformation ou un commerce de grains :</p> <p>b) fixer, sous réserve des règlements, la garantie à fournir sous forme de cautionnement, d’assurance ou autre par le demandeur en tenant compte des obligations éventuelles de paiement ou de livraison de grain contractées par celui-ci envers les producteurs qui seront détenteurs d’accusés de réception, de bons de paiement ou de récépissés délivrés en application de la présente loi à l’égard du grain produit par eux.</p>
<p>Additional security Enforcement or realization of security</p> <p>49(2) Any security given by a licensee as a condition of a licence may only be realized or enforced by</p> <p>(b) any holder referred to in section 45 who has suffered loss or damage by reason of the refusal or failure of the licensee to</p> <p style="padding-left: 40px;">(i) comply with this Act or any regulation or order made thereunder, or</p> <p style="padding-left: 40px;">(ii) meet any of the licensee’s payment or delivery obligations to that holder on the surrender of any cash purchase ticket, elevator receipt</p>	<p>Garantie supplémentaire Recouvrement ou réalisation</p> <p>49(2) La garantie donnée par un titulaire de licence ne peut être réalisée ou recouvrée que, selon le cas :</p> <p>b) par tout détenteur visé à l’article 45 et qui a subi une perte ou des dommages en raison du manquement du titulaire, délibéré ou non :</p> <p style="padding-left: 40px;">(i) aux exigences de la présente loi, ainsi que des règlements ou ordonnances pris sous son régime,</p> <p style="padding-left: 40px;">(ii) à l’obligation de lui faire un paiement ou de lui livrer du grain sur remise du bon de paiement, de l’accusé de réception ou du récépissé</p>

<p>or grain receipt issued by the licensee pursuant to this Act.</p>	<p>délivré par le titulaire en application de la présente loi.</p>
<p>Grain Dealers Requirement to issue grain receipt or cash purchase ticket</p> <p>81 (1) With respect to the purchase of western grain from a producer of that grain, every licensed grain dealer shall, at the prescribed time and in the prescribed manner, issue a grain receipt or cash purchase ticket stating the grade name, grade and dockage of the grain, and immediately provide it to the producer.</p>	<p>Négociants en grains Obligation du négociant</p> <p>81 (1) Tout négociant en grains titulaire de licence établi, pour l'achat de grain de l'Ouest auprès du producteur de celui-ci, selon les modalités de temps et autres modalités réglementaires, un accusé de réception ou un bon de paiement faisant état du grade du grain, de son appellation de grade et des impuretés qu'il contient et le délivre sans délai au producteur.</p>
<p>Investigations and Arbitration Investigations</p> <p>91 (1) The Commission has jurisdiction to and may, on receiving a report from an inspector pursuant to section 90 or at any other time, investigate</p> <p>(a) the grading and weighing of any grain at an elevator;</p> <p>(b) the deduction made from any grain for dockage or shrinkage at an elevator;</p> <p>(c) [Repealed, 2012, c. 31, s. 381]</p> <p>(d) any allegation that an elevator is operated in an unfair or a discriminatory manner;</p> <p>(e) the loss or deterioration of any grain during storage or treatment at an elevator;</p> <p>(f) the charges for services provided by a licensee pursuant to his licence;</p> <p>(g) any failure or refusal of a licensee to pay any fees for services provided by the Commission or to comply with any provisions of this Act or any regulation, order</p>	<p>Enquêtes et arbitrage Enquêtes</p> <p>91 (1) La Commission a compétence pour enquêter et peut, après réception du rapport d'inspection prévu à l'article 90, ou à tout autre moment, enquêter sur :</p> <p>a) le classement par grades et la pesée des grains qui se trouvent dans une installation;</p> <p>b) la diminution opérée au titre des impuretés ou de la perte de poids survenue dans une installation;</p> <p>c) [Abrogé, 2012, ch. 31, art. 381]</p> <p>d) une allégation selon laquelle l'installation est exploitée d'une manière injuste ou discriminatoire;</p> <p>e) la perte ou la détérioration de grains pendant le stockage ou le traitement dans une installation;</p> <p>f) les frais réclamés par un titulaire de licence pour les services fournis dans le cadre de celle-ci;</p> <p>g) le défaut ou le refus d'un titulaire de licence de payer les droits exigés pour des services fournis par elle-même ou de se conformer aux dispositions de la présente loi, d'un règlement ou d'un arrêté pris sous son</p>

<p>or licence made or issued pursuant to this Act;</p> <p>(g.1) [Repealed, 2011, c. 25, s. 30]</p> <p>(h) any complaint by a person with respect to any matter within the jurisdiction of the Commission; and</p> <p>(i) any other matter arising out of the performance of the duties of the Commission.</p>	<p>régime, ou encore d'une licence délivrée en application de la présente loi;</p> <p>g.1) [Abrogé, 2011, ch. 25, art. 30]</p> <p>h) une plainte touchant une question de sa compétence;</p> <p>i) toute autre question survenant dans le cadre de l'exercice de ses fonctions.</p>
<p>Designation</p> <p>92(2) The Commission may designate one commissioner to conduct any investigation under this section that is not in the nature of a hearing.</p>	<p>Désignation</p> <p>92(2) La Commission peut désigner un commissaire pour mener toute enquête prévue par le présent article et n'ayant pas le caractère d'une audience.</p>
<p>Orders for Payment Orders on investigation</p> <p>97 The Commission may, after any investigation instituted under section 91 and after affording all persons having an interest in the matter under investigation a full and ample opportunity to be heard, make an order</p> <p>(a) for the payment, by any complainant, licensee or other person to whom the jurisdiction of the Commission extends, of compensation to any person for loss or damage sustained by that person resulting from a contravention of or failure to comply with any provision of this Act or any regulation, order or licence made or issued pursuant to this Act; and</p> <p>(b) for the payment by any licensee of any fees for services payable by the licensee to the Commission pursuant to this Act.</p>	<p>Arrêté de paiement Arrêté après enquête</p> <p>97 La Commission peut, après avoir mené une enquête en application de l'article 91 et avoir donné aux intéressés toute occasion de se faire entendre, prendre un arrêté visant :</p> <p>a) le paiement d'une indemnité, par tout demandeur, titulaire de licence ou autre personne relevant de sa compétence, aux personnes qui ont subi des dommages par suite d'une infraction à la présente loi ou à ses règlements d'application, ou du défaut de se conformer à leurs dispositions ou à celles d'un arrêté pris ou d'une licence délivrée en application de la présente loi;</p> <p>b) le paiement par le titulaire de licence, de droits dus à la Commission aux termes de la présente loi pour des services.</p>
<p>Appeals to Court Appeal to Court</p> <p>101 (1) An appeal from an order of the Commission for the payment of any money or apportionment of any loss lies to the Court.</p>	<p>Appels à la Cour Appel à la Cour</p> <p>101 (1) Il peut être interjeté appel devant la Cour d'un arrêté de la Commission portant paiement d'argent ou répartition d'une perte.</p>

<p>Institution of appeal</p> <p>(2) An appeal under subsection (1) shall be instituted by filing a notice of appeal in the Court within thirty days after the making of the order sought to be appealed from or within such further time as the Court under special circumstances allows.</p> <p>Service</p> <p>(3) Notice of an appeal under this section shall be served forthwith after the filing thereof on the Commission and on all interested parties.</p>	<p>Introduction de l'appel</p> <p>(2) L'appel en vertu du paragraphe (1) est interjeté par le dépôt d'un avis d'appel devant la Cour dans les trente jours suivant la prise de l'arrêté contesté ou dans le délai supplémentaire que la Cour accorde dans des circonstances spéciales.</p> <p>Signification</p> <p>(3) Dès son dépôt, l'avis d'appel est signifié à la Commission et à toutes les parties intéressées.</p>
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Canada Grain Regulations, CRC, c 889

<p>45 (1) For the purpose of this section, delivery of grain to an agent or mandatary of a licensed grain dealer is considered to be delivery to the licensed grain dealer.</p> <p>(2) A grain receipt or a cash purchase ticket that is required by subsection 81(1) of the Act to be issued by a licensed grain dealer shall be issued on receipt of western grain delivered by a producer or on being entitled to western grain delivered to an elevator by a producer, and shall be in Form 1 or Form 6 of Schedule 4, as appropriate.</p>	<p>45 (1) Pour l'application du présent article, est assimilé à la livraison à un négociant en grains titulaire d'une licence, la livraison de grain au mandataire d'un tel négociant.</p> <p>(2) L'accusé de réception ou le bon de paiement à établir par le négociant en grains titulaire d'une licence aux termes du paragraphe 81(1) de la Loi sur réception de grain de l'Ouest livré par le producteur ou sur l'établissement d'un droit sur du grain de l'Ouest livré à une installation par le producteur doit être conforme à la formule 1 ou à la formule 6 de l'annexe 4, selon le cas.</p>
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FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-1472-19

STYLE OF CAUSE: TASLAR TRADING CORPORATION v ATTORNEY
GENERAL OF CANADA AND R.C. FARMS LTD.

PLACE OF HEARING: WINNIPEG, MANITOBA (VIA TELECONFERENCE)

DATE OF HEARING: JANUARY 19, 2021

**REASONS FOR JUDGMENT
AND JUDGMENT:** FUHRER J.

DATED: JANUARY 21, 2021

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