Docket: 2015-41(IT)G

BETWEEN:

STAN McLEOD,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

Appeal heard on common evidence with the appeal of *S & R Industries Inc.*, 2015-42(IT)G on September 18 and 19, 2017, at Kelowna, British Columbia

Before: The Honourable Justice F.J. Pizzitelli

Appearances:

Counsel for the Appellant:	Terry Gill
Counsel for the Respondent:	Selena Sit

JUDGMENT

The appeal from the assessment made under the *Income Tax Act* for the 2008 taxation year is dismissed.

Signed at Ottawa, Canada, this 27th day of September 2017.

"F.J. Pizzitelli"

Pizzitelli J.

Docket: 2015-42(IT)G

BETWEEN:

S & R INDUSTRIES INC.,

Appellant,

and

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Appeal heard on common evidence with the appeal of *Stan McLeod*, 2015-41(IT)G on September 18 and 19, 2017, at Kelowna, British Columbia

Before: The Honourable Justice F.J. Pizzitelli

Appearances:

Counsel for the Appellant:	Terry Gill
Counsel for the Respondent:	Selena Sit

JUDGMENT

The appeal from the assessment made under the *Income Tax Act* for the 2008 taxation year to remove the amount of $223,250 from its taxable income is allowed.

Signed at Ottawa, Canada, this 27th day of September 2017.

"F.J. Pizzitelli"

Pizzitelli J.

Citation: 2017 TCC 192
Date: 20170927
Dockets: 2015-41(IT)G
2015-42(IT)G

BETWEEN:

STAN McLEOD,

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent;

AND BETWEEN:

S & R INDUSTRIES INC.

Appellant,

and

HER MAJESTY THE QUEEN,

Respondent.

REASONS FOR JUDGMENT

Pizzitelli J.

[1] The Appellant Stan McLeod ("McLeod") and his now wholly-owned corporation, the Appellant S&R Industries Inc. ("S&R"), appeal assessments wherein the Appellant, McLeod was assessed $223,250 of unreported income by way of management service fees together with gross negligence penalties of $31,698 for the 2008 taxation year, while S&R who reported such management fees as income for the September 30, 2008 fiscal year as Mongo's Grill Ltd. ("Mongo's") as it was known before it changed its name in 2010 to S&R, was not reassessed so as to delete such amount from its income for its year end resulting in double taxation of the same income.

[2] The parties agreed at the beginning of this trial that the reassessment against S&R that did not reduce its income above was a protective assessment by the

Minister of National Revenue (the "Minister") to ensure it took such income into account in the event the Minister was not successful on this appeal with respect to including it in McLeod's income. The parties agreed that if the Court dismisses McLeod's appeal, then it should consequently allow S&R's appeal to reduce its income by $223,250 and conversely that if it allows McLeod's appeal, then it should consequently dismiss S&R's appeal.

[3] The only issues to be decided in these appeals is which appellants should include the management service fees of $223,250 into their respective income. In other words, whose income is it? If it is decided that the individual Appellant, McLeod should do so, then the Court must determine if McLeod is subject to the gross negligence penalties assessed against him pursuant to subsection 163(2) of the *Income Tax Act* (the "*Act*").

[4] The facts not in dispute are as follows. McLeod owned 99 percent and his brother Richard owned 1 percent of the shares in Mongos during the relevant time which operated a grill restaurant and cigar lounge in downtown Kelowna, British Columbia. The restaurant business failed and was discontinued in late 2005 with its assets sold in the spring of 2006. McLeod effectively operated the restaurant notwithstanding his brother's small ownership which he explained was a safety measure to ensure his brother could step in and run the restaurant in the event something happened to McLeod, the implication being from McLeod's testimony that Richard was not otherwise entitled to any other benefits of ownership although no further evidence was tendered in this regard to prove same and such allegation is disputed by the Respondent.

[5] Richard had loaned McLeod substantial money without interest which McLeod re-loaned to Mongos and thus had a sizable shareholder loan receivable from Mongos. At the time of ceasing operations Mongos also had sizeable losses, evidenced by the fact it claimed loss carryovers against its income in 2008 that effectively wiped out all but about $16,000 of its taxable income which included the management fee in issue it took into income for that year.

[6] McLeod and one Timothy Day ("Day") became good friends while McLeod operated Mongos and Day even supplied Mongos Nicaraguan cigars for the cigar lounge operated by it while in business. Day and McLeod both testified that Day had loaned McLeod money to renovate Mongos when it expanded to take up neighbouring space and install a cigar lounge and they discussed Day acquiring an interest in Mongos through such advances but this never came into fruition with Day's investment being left as a loan to McLeod. Once Mongos failed in late 2005,

Day and McLeod discussed and ultimately agreed to form a new corporation in late 2006, 0774175 B.C. Ltd. to operate as OK BluePrinting ("OK"). The evidence is that both McLeod and Day were directors of OK and that the shareholdings were equally split between McLeod and Diazoteck, which was Day's corporation. Diazotech operated several blue printing shops in B.C. and Alberta and the B.C. corporation was created to carve out the Kelowna operation from the group to protect Day's other investments and holdings.

[7] In 2008 Day received an unsolicited offer to purchase the assets of OK which was accepted by all and the asset transaction was completed in early June, 2008 for a purchase price of $450,000. The proceeds of sale, after closing adjustments, were distributed equally in the following manner: Mongos issued a one line invoice to OK for management services of $223,250 and provided a direction authorizing OK to pay such amount directly to McLeod. McLeod attended at the Bank of Nova Scotia to certify such cheque and then deposited it to his personal account with the CIBC. A money order was drawn on that CIBC account for $230,006 payable to Richard McLeod, in payment of his loan to McLeod. Richard ceased to be involved in Mongos in September of 2009.

[8] McLeod filed his personal tax return in July, 2009 which did not include any management service fee into income. An adjusting entry was made by Mongos accountant, D. Lotoski, when later preparing tax returns, to apply such funds against McLeod's shareholder loan account which was in excess of the management service fee, with the net effect being McLeod would not have to pay any tax on repayment of the shareholder loan. Mongos on the other hand filed its 2008 corporate tax return on July 24, 2012 claiming such management services amount into its income and as stated applied loss carryovers from previous years to effectively wipe out all but about $16,000 of such business income.

Position of the Parties

[9] The Appellants take the position that by oral contract with OK, McLeod was to provide management services to OK through Mongos and the payment of $223,250 following the sale of assets of OK pursuant to a management services invoice was consistent with that agreement. Payment was only made by direction to McLeod to facilitate repayment of the McLeod loan payable to his brother, Richard McLeod; in other words to avoid delays of having to wait for a series of cheques to clear if payment went to Mongos, then to McLeod first. To be clear, the Appellants in argument, argued that the $223,250 amount represented a reduced amount actually owed to Mongos at the time and was a settlement of the amount,

arguing that the invoice mentioned constituted an offer to settle which was accepted by OK through it actions of paying out the funds pursuant to Mongos invoice and direction and thus the Court should give legal effect to this contract.

[10] The Respondent takes the position that there was no management services agreement between Mongos and OK at any time and that any management services, if any, were provided directly by McLeod in his personal capacity to OK, thus the amount in issue was properly included in McLeod's income as reassessed.

[11] Before I address the main issue of whose income is it and then deal with the penalty issue, I would like to briefly address the Appellant's contention that due to inconsistent pleadings in the Replies by the Minister, the Court should place the onus of proving the Minister's assumptions on the Minister on the basis the Appellant, due to such confusion, cannot know the case it has to meet. The Minister assumed in paragraph 11(f) of the McLeod Reply that the amount was reported in the Mongos Grill while in paragraph 12(m) of the S&R Reply that the amount was received by McLeod as management salary from 0774175 B.C. Ltd [OK] and was not reported by Mongos in 2008. The Appellant argued that since the Respondent's auditor acknowledged in evidence that he did not rely on the assumption in the S&R Reply in assessing the income go McLeod, that it would be improper for the Minister to rely on two diametrically opposed assumptions in two cased being heard at the same time, especially when the same appeals officer signed the notices of confirmation in the two matters that were issued on the same date. Furthermore says the Appellant, the Minister in the McLeod Reply denied the fact pleaded in paragraph 8 of the McLeod Notice of Appeal that stated "the appellant's receipt of funds was treated as a partial repayment of the shareholder loans owing by the company to the Appellant" but then assumed in the S&R Reply in paragraph 11(I) that "the appellant used the credit balance in his shareholder loan account with Mongos Grill Ltd. to remove the funds from the company without the appellant paying any personal income tax."

[12] In support of this position the Appellant relied on the decision of Chief Justice Bowman, as he was then, in *Holm v The Queen*, [2002] TCJ No. 641, 2003 DTC 755, wherein Chief Justice Bowman reviewed the many cases submitted by the appellant in that case where the Court expressed strong disapproval of the crown's pleading as assumption of facts that were not assumed on assessing and decided simply that in an appropriate case he would have no hesitation in allowing an appeal, striking out a reply or awarding costs on a solicitor and client basis, in other cases a less drastic remedy might be appropriate such as striking out the assumption with our without leave to amend. The *Holm*'s decision involved a

motion brought by the appellant to strike the appeals or the replies in their entirely or in the alternative that an assumption of fact pleaded that was not assumed at the time of assessment be struck. Chief Justice Bowman dismissed the motion on the grounds the parties were at early stages of litigation with discovery not yet having taken place and that the trial judge could best deal with the issue. *Holm's* did not change the rules on who bears the onus of demolishing assumptions clearly set out by the Supreme Court of Canada in *Hickman Motors Ltd v The Queen*, [1997] 2 SCR 336 that clearly sets out the onus on demolishing assumptions rests on the respondent on the balance of probabilities.

[13] If counsel for the Appellant had issue with the pleadings in these cases it could have brought a motion to strike the offending assumption but it did not and it is too late at this stage to be bringing such argument, especially in the context of the preliminary submissions made at the commencement of these trials that the main issue is who shall include the amount in income with agreement as to the consequential results as stated at the beginning of this decision. Moreover, unlike in *Holms*, the parties went through the discovery process and no motion was brought by the Appellants. It seems abundantly clear to me that the Appellant knew exactly the case to be met, considering it is clearly an "either/or" scenario as to who must claim the income and was aware of the Respondent's protective assessment.

[14] Frankly, I find this argument rather disingenuous. While I agree the Respondent has not pleaded any "sham" using that specific word, the Respondent clearly assumed in the McLeod Reply that there were no contracts between the parties relating to the payment of management service to Mongos. The main issue before this Court is essentially whether there was a valid agreement between Mongos and OK for OK to pay Mongos a management service fee for the provision of McLeod's services to OK and what were its terms? There can only be an agreement to settle the amount of management services fees if in fact there was an agreement to pay them in the first place.

[15] Bluntly put, there being no written agreement between Mongos and OK for the provision of management services nor between McLeod and Mongos for McLeod to provide his services to OK on behalf of Mongos, it is a finding of fact whether there was any such legal agreement or relationship to pay the amount in question to Mongos as a management fee for management services rendered and such finding clearly depends on the credibility of the evidence of the Appellant McLeod and well as the Appellant's other witnesses at trial including his mother, his accountant, and business partner and friend, Day, and the relevance and weight

to be given to such evidence. Before the Court can respect a legal relationship between parties, it must first determine what it is.

[16] In these cases I do not find there was any legal relationship that existed requiring OK to pay Mongos a management fee for services rendered by McLeod or anyone else for that matter for several reasons:

1. First, there is no written agreement in support of any such arrangement and I do not find the Appellant's suggestion that the invoice issued to OK by Mongos just before closing of the asset sale by OK to a third party to be indicative of one. The invoice contains one line only: "management fee for services rendered…$223,250". There are no details of what services were rendered, over what period nor for what rate. There is no mention of GST being charged even though the Appellant's accountant suggested there was. Bluntly put, on its face, the invoice is of little value in making such a determination.

2. I found the credibility of the Appellant, McLeod severely lacking in several respects. This Appellant seems to have put the Court in the position of having to effectively decide whether he in fact committed perjury in an earlier tax appeal trial before Justice C. Miller cited as 2013 TCC 269, both in his capacity as a witness at trial and during the examination for discovery process or whether he is being untruthful in the cases before me. Mr. McLeod was given written questions numbers 56 and 57 on discovery in these appeals as follows:

> Q56 How was the compensation of $223,250 determined? Was it based on monthly, bi-weekly, daily, etc. rates?
>
> Q57 Did the company and OK Blue have a contract with respect to the provision of the management services for OK Blue? If so, please provide a copy of the contract.

The answers given were as follows:

> 56. The management fee of $223,250 was determined initially to be much more than $223,250. However, as OK Blue had only so much money left after the sale of its assets and payment of its debts, Mr. Day and the company negotiated the final amount of $223,250. The initial amount (before deductions) was based upon the amount of services provided during the period November, 2006 to May, 2008.

> 57. The company and OK Blue had an oral contract with respect to the provision of management services.

[17] In follow up questions to the above question, essentially asking when the oral contract was entered into and what were its terms in addition to requesting information on how the invoiced fees were calculated, the Appellant replied that the oral agreement was entered into sometime between the close of his restaurant and before OK started business and that S&R would receive 50 percent of OK's profit in return for management services provided by S&R.

[18] During the earlier trial before Justice C. Miller, counsel for McLeod, as appellant, wrote to counsel for the respondent, Bruce Senkpiel, advising that:

> Pursuant to Rule 98(1),the Appellants write to advise that the answers to the following questions given at the examination for discovery of Stan McLeod on June 29,2012 were incorrect or incomplete.
>
> 8. Undertaking Question and Answer #22: Q: Provide formal documentation of how Mr. McLeod was repaying the loan to Mr. Day. A: the appellant was working at OK Blueprinting in order to repay Mr. Day in non-monetary terms by helping the business to become successful and also to earn funds from his efforts. He provided services to OK Blueprinting on behalf of Mongo's Grill Ltd. After the sale of OK Blueprinting assets, Mongo's Grill Ltd invoiced 0774175 BC Ltd in the amount of $223,250 for Mr. McLeod's services. This amount was then paid by Mongo's Grill Ltd. to the Appellant as partial repayment of his shareholder loan. …
>
> **Correction; The costs of renovation of the blueprinting business, including labour and materials, was paid by the Appellant and these were tracked and treated by Mr. Day as a full repayment of the Appellant's loan to Mr. Day. The $223,250 funds received by the Appellant upon the sale of OK Blueprinting were his share of the profits due to him as a shareholder of and provider of services to the blueprinting business.**

[19] During cross-examination in that trial the appellant, McLeod confirmed the correction above as being the correct answer.

[20] Incredibly, McLeod now comes before this Court under oath and suggests the position he corrected during the previous trial during the discovery process and affirmed on cross-examination during such actual trial is no longer true. Frankly, I am inclined to accept the correction and affirmation of same during that first trial as being more credible than his evidence at this trial. A deliberate step was taken

by his counsel, the same one he utilizes for this trial, to correct a previous answer and it was confirmed under oath at the trial that followed. Consequently, I simply do not believe the Appellant's evidence to the contrary here that he performed services on behalf of Mongo's.

[21] Mr. McLeod's evidence is also contradicted by Day's evidence who testified there was never any agreement as to the amount of management service fees, notwithstanding that McLeod's evidence was that Mongo's was entitled to 50 percent of the profits. It is clear from both Day's evidence that he considered McLeod and Mongos as interchangeable as did McLeod who kept insisting he was the director and shareholder of Mongo's when posed questions that challenged Mongo's entitlement to any management service fees. Mr. Day frankly advised he had no problem with payout of the asset sale proceeds to McLeod pursuant to the direction received because he assumed McLeod had gotten his accountant's advice on same. In other words, the act of accepting such direction was due more to indifference than to any acknowledgement of any contract to do so. Moreover, Day made no mention of any settlement of funds as suggested by McLeod and testified that McLeod simply received his share of the proceeds.

[22] I must also agree with the Respondent that the evidence indicates further discrepancies in McLeod's testimony. Mr. McLeod testified Mongo's was entitled to 50 percent of the profits of OK as earlier mentioned. The income statement summaries tendered into evidence indicate that even when one subtracts the $223,250 management fee from OK's income for the fiscal year ending 2009, the year in which the amount in question was paid out after the sale of its assets, the net profit would only have amounted to about $180,000. If Mongo's was only entitled to 50 percent of profits, then it should have only been paid $90,000. Counsel for the Appellant suggests that no evidence was lead as to whether the parties meant operational profits or profits from the sale of assets, but I think he is confusing profits from the sale of assets with proceeds therefrom. While proceeds of sale clearly work into the calculation of profits due to recapture of depreciation, sale of good will etc., there was no indication the proceeds of sale were considered profits in their entirely. The income statements of OK as summarized by the Respondent in evidence suggests otherwise. In any event, if the agreement to calculate management fees was allegedly based on profits before a sale of assets was even contemplated, then how can counsel suggest it might apply to proceeds of sale on a gross basis.

[23] The reality is that the Appellant received essentially 50 percent of the proceeds of sale, not profits of OK determined as a result thereof, a fact inconsistent with the alleged amount the Appellant suggests was the agreement.

[24] I do not find there was any agreement to pay Mongo's any management fees. At best, McLeod and his friend Day were prepared to do whatever best worked out for them and the evidence from earlier sworn testimony of McLeod clearly shows he was to receive any management fees in his personal capacity.

[25] Finally, I would briefly like to address the testimony of Mrs. McLeod, the Appellants' bookkeeper and Mr. Lotoski his accountant.

[26] Mrs. McLeod's evidence was extremely short and restricted to the fact she attended closing and saw the invoice for services prepared by Mr. Lotoski a day or so earlier as well as the direction regarding funds and that she accompanied her son to the banks to certify and deposit the cheque. She also testified as to her son's head injury sustained while he owned the restaurant. She was not asked nor gave any testimony as to any management services actually provided by Mongo's or by her son on its behalf or how they were calculated or determined. Considering she was the bookkeeper for both Mongo's and OK this seems odd. As the front line recorder of transactions she was silent as to the transactions. Her evidence frankly is of little or no assistance to any of the issues here.

[27] As for Mr. Lotoski, his evidence is that he prepared the invoice and direction regarding funds and placed copies of them in his file so that he could later make adjusting entries. The only entry regarding the management fee claimed by Mongo's was an adjusting entry which, short of any other credible evidence, is not determinative. Moreover, Mr. Lotoski's credibility in my view is also in issue. He testified he gave his client, McLeod advice after the sale of Mongo's assets that because of large accumulated losses that McLeod should run any business through Mongo's [later S&R] yet allowed McLeod to continue running his mechanical repair business as a proprietorship. He testified as to McLeod's head injury and its impact on his memory resulting in his explaining things to Mrs. McLeod who joined McLeod in meetings with him, yet despite such injury or condition never put any of his advice in writing to his client. Frankly, I am not satisfied he structured any plan to have Mongo's utilize losses until the sale of assets by OK. In his examination for discovery during the matters on appeal before Justice C. Miller, he made no mention of advice at the time of Mongo's shut down or sale of assets when asked if he provided any advice to McLeod as to how to get his proceeds of sale from OK . In his July 9, 2013 examination, he specifically

referenced the fact McLeod had done work for a number of years for OK and hadn't been paid and suggested McLeod has the option to structure the transaction as follows:

> …Well, you have a choice. You have the ability to earn income directly to yourself personally or you can use, you know, contract, basically provide the services via your—the corporation, Mongo's Grill. Well at that time, the restaurant was no longer operating, the assets had been sold and so he chose to—because there were losses in |Mongo's Grill, he invoiced Okanagan Blue Printing, charged them GST and—got paid for it then and then whatever the balance was…

[28] What is clear from this testimony is that the "choice" Mr. Lotoski suggested McLeod had was one that presented itself at the time of him giving advice on structuring how to get the proceeds from OK. He references that McLeod had already done work for OK and so it is not logically possible that he was giving this advice before McLeod's involvement with OK. Moreover, he suggests "you can use, you know contract, basically provide the services via your… the corporation, Mongo's Grill". Clearly, Mr. Lotoski was suggesting he can create a contract at the time and hence this further supports the Respondent's position that no contract existed prior to such time.

[29] Having regard to all the evidence above, I find that there was no agreement for Mongo's to be paid any management fee from OK and that such an alleged arrangement was fabricated at a time just before the completion of the transaction to sell the assets of OK [0774175 B .C. Ltd] in order to utilize losses already existing in Mongo's [S&R] and remove funds tax free from Mongo's by drawing down from the shareholders account.

Gross Negligence Penalties

[30] Having regard to my factual findings above, I am satisfied the Appellant, McLeod was properly assessed gross negligence penalties under subsection 163(2) of the *Act*. In order to be liable for gross negligence penalties, subsection 163(2) requires that he either "knowingly, or under circumstances amounting to gross negligence, had made or has participated in, assented to or acquiesced in the making of, a false statement or omission in a return…". Since I have found there was no management fee owing to Mongo's and the management fee was to be claimed by McLeod there has clearly been a false statement made in his personal tax return for 2008 by not including the management fee of $223,250. Moreover I

am satisfied McLeod knowingly made the false statement in his tax return for 2008 as he was clearly aware there was no agreement to pay Mongo's a management fee as evidenced by his corrections to discovery answers and cross-examination confirmation that the proceeds of sale from the assets of OK were for his account. I do not agree with his counsel's submission that his filing on the basis it was not his income to report was a reasonably triable issue since he caused the income to be reported by Mongo's having regard to his own evidence and admissions. The suggestion that because the income was reported in circumstances where loss utilizations and use of shareholder loan accounts would result in no or little tax being paid rather than properly reporting the income in circumstances that would trigger tax is somehow evidence of no negligence is simply untenable.

[31] I also do not agree that by relying on his accountant's advice he should be exonerated from the obligation to pay such penalties on the basis he was not wilfully blind or grossly negligent by relying on his accountant's advice. It is clear from the evidence pertaining to his accountant's advice on structuring the disbursement of proceeds from the sale of assets that the choice to create a last minute contract was the choice of the Appellant, McLeod. While I have serious concerns about an accountant even recommending such a course of action, the choice was ultimately that of the said Appellant. Unlike in the case of *Findlay v The Queen*, [2000] FCJ No. 731, 2000 DTC 6345, where the court found that the crown had failed to meet the onus of establishing gross negligence on the part of the taxpayer because it provided no evidence the appellant was privy to the actions or omissions of the tax preparer, here the tax payer was given the choice of how to proceed and so was privy to such actions or omissions.

[32] As recently set out by this Court in *Gray v The Queen*, 2016 TCC 54, 2016 DTC 1049, at paragraph 24:

> The penalties provided for in section 163 of the Act have been conceived in order to ensure the integrity of our self-assessing and self-reporting system and to encourage a taxpayer to exercise care and accuracy in the preparation of his return, no matter who prepares the return….

[33] It is well established law as discussed in *Gray* above that "Gross negligence involves…a high degree of negligence tantamount to intentional acting or indifference as to whether the law is complied with or not;…These penalties ought to be imposed where there is a high degree of blameworthiness involving knowing or reckless conduct."

[34] The court went on to discuss the factors to consider in distinguishing between ordinary negligence and gross negligence including the magnitude of the omission in relation to income declared, the opportunity the taxpayer had to detect the error, the taxpayers education and apparent intelligence and genuine effort to comply; with no single factor predominating and each assigned its proper weight in the context of the overall picture that emerges from the evidence [see *Gray* above at paragraph 34].

[35] In examining the factors above, if I had found the Appellant had not knowingly participated in making a false statement, I would have found he was grossly negligent. The magnitude of the omission resulted in the taxpayer misstating his income by 285 percent. He had opportunity to detect the error because he knew and took the position in a prior trial that the management fee was for his own account and there was no obligation to pay it to Mongo's. He may have been a man with a grade 10 education but he operated a restaurant business and mechanical repair proprietorship and so was an experienced businessman and was aware of the need to file accurate tax returns. Frankly, his earlier assessment of gross negligence penalties by Justice C. Miller should have driven that requirement home, yet he ignored his own recent experience with gross negligence penalties and when faced with a choice to comply in these circumstances elected not to.

[36] It was suggested in argument that due to a previous head injury from an attack with a hammer that he suffered some memory loss and his inconsistent testimony could be attributable to such injury. While I have no reason to doubt he suffered such an attack I cannot from his calm demeanor at trial under blunt cross-examination see any justification for concluding any such injury affected his testimony or actions. There was no medical evidence submitted in this regard either to support any such suggestion.

[37] Accordingly, the appeal of the Appellant, McLeod is dismissed in its entirety and, as agreed between the parties at the beginning of this trial, the appeal of S&R to remove the amount of $223,250 from its taxable income is allowed.

Signed at Ottawa, Canada, this 27th day of September 2017.

"F.J. Pizzitelli"

Pizzitelli J.

CITATION:	2017 TCC 192
COURT FILE NOs.:	2015-41(IT)G 2015-42(IT)G
STYLES OF CAUSE:	STAN McLEOD AND HER MAJESTY THE QUEEN S & R INDUSTRIES INC. AND HER MAJESTY THE QUEEN
PLACE OF HEARING:	Kelowna, British Columbia
DATES OF HEARING:	September 18 and 19, 2017
REASONS FOR JUDGMENT BY:	The Honourable Justice F.J. Pizzitelli
DATE OF JUDGMENT:	September 27, 2017

APPEARANCES:

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