

Cour fédérale



Federal Court

Date: 20250612

Docket: T-3324-24

Citation: 2025 FC 1055

Ottawa, Ontario, June 12, 2025

PRESENT: Mr. Justice Pentney

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF
CANADA**

Plaintiff

and

MARK ERNEST BRIGGS

Defendant

JUDGMENT AND REASONS

[1] The Plaintiff, His Majesty the King in Right of Canada, seeks default judgment against the Defendant, Mark Ernest Briggs, claiming he is in default of his repayment obligations for funds received from the Advance Payment Program [the Program] under the *Agricultural Marketing Programs Act*, SC 1997, c 20 [the AMPA]. The Plaintiff seeks to recover the sum of \$175,030.79, plus interest and costs.

[2] By way of background, in 2012 and 2014, the Defendant obtained two advance payments under the Advance Payment Program from the Canadian Canola Growers Association to support his farming operation. Under the terms of the Program, he promised to repay these amounts by April 1, 2015, and March 27, 2015, respectively, and to pay interest in default at the Canadian Imperial Bank of Commerce Prime Rate plus three percent (3%), compounded monthly. The Defendant failed to repay the amounts. He has made some payments since the date of default, but substantial funds remain owing on both advances. In addition, a significant amount of interest has accrued.

[3] The scheme of the Advanced Payment Program under the AMPA has been described in detail in several recent decisions: *Moodie v. Canada*, 2021 FCA 121; *Canada v. Wimmer Brook Enterprises Inc.*, 2024 FC 765; *Canada v. Huss*, 2024 FC 868 [*Huss*]. Briefly put, under the Program organizations advance funds to agricultural producers to support their operations, and the Minister of Agriculture and Agri-Food acts as a guarantor to these organizations. If the producer defaults on their obligation, the organization can obtain payment from the Minister for the amounts owing, and then the Minister has a cause of action against the producer.

[4] That is what gave rise to the present action. The Canadian Canola Growers Association advanced funds to the Defendant under the Program, and when the Defendant defaulted, the Association requested that the Minister pay the amount owing. The Minister did so, and has since demanded payment from the Defendant, but amounts remain owing on the advances.

[5] The law on default judgments in the Federal Court has been summarized in many recent decisions: see, for example *Trimble Solutions Corporation v. Quantum Dynamics Inc.*, 2021 FC 63; *Huss* at para 14, citing *Canada v. Green Belt Farms Ltd.*, 2021 CanLII 107623 (FC). In order to obtain default judgment, the Plaintiff must establish that the Defendant was properly served with the Statement of Claim and has not filed a Statement of Defence within the deadline specified in Rule 204 of the *Federal Courts Rules*, SOR/98-106 [the *Rules*]. Second, the evidence must enable the Court to find, on a balance of probabilities, that the Plaintiff has established the claim on its merits. In assessing this, the allegations in the Statement of Claim are to be taken as denied; the Plaintiff must prove them through evidence.

[6] Based on my review of the evidence filed by the Plaintiff, I am satisfied that the Statement of Claim was properly served on the Defendant on January 20, 2025. The Defendant has not filed a Statement of Defence, and the time limit for doing so has expired. The first element of the test is satisfied.

[7] I am persuaded that the Plaintiff has also met the second element of the test which deals with the merits of the claim. Taking the allegations in the Statement of Claim as denied, I find that the Plaintiff's evidence in the form of the affidavit of Mark De Luca, sworn on May 27, 2025, demonstrates that the Defendant obtained two advances under the Program in 2012 and 2014, and that he has failed to repay the full amounts owing. The Defendant has repaid some of the amounts owing, and documentary evidence shows that he has acknowledged his liability owing under the Program. However, the evidence demonstrates that the Defendant has not repaid the advances in full and that substantial amounts remain owing. The evidence also demonstrates

that the Defendant agreed to pay interest on the amounts in default, and a substantial amount of interest has accrued. The Plaintiff has made a demand for payment, but the Defendant has not yet repaid the amounts owing.

[8] The record demonstrates that the Defendant owes a total of \$175,030.70, plus interest at the per diem rate of \$38.13 from May 22, 2025 (the date of the calculation of the amounts owing) until the date of this judgment. Since the cause of action arose in Saskatchewan, the law governing interest in that province applies to the rate of post-judgment interest, in accordance with subsection 37(1) of the *Federal Courts Act*, RSC 1985, c F-7. Therefore, the post-judgment interest rate shall be set at 5% per annum from the date of this Court's judgment, in accordance with the *Enforcement of Money Judgments Act*, RSS c E-9.22, s. 113 and *Enforcement of Money Judgments Regulations*, RSS c E-9.22, Reg 1, s. 10.

[9] The Plaintiff also claims its costs in this matter. The Court usually awards costs to the successful party, although it has full discretion in the matter under Rule 400 of the *Rules*. In this case, I am satisfied that the Plaintiff should be awarded its costs in the amount of \$1,872.42, calculated in accordance with the Tariff in the Rules, as set out in the affidavit of Shelly Warner. Interest shall accrue on the costs award at the rate of 5% per annum from the date of this Court's judgment.

JUDGMENT in T-3324-24

THIS COURT'S JUDGMENT is that:

1. The Plaintiff's motion for default judgment is granted.
2. The Defendant, Mark Ernest Briggs, shall pay to the Plaintiff:
 - a. The sum of \$175,030.79, which reflects the outstanding amounts plus interest pursuant to the agreements entered into by the Defendant under the Program;
 - b. The Plaintiff's costs and disbursements in the amount of \$1,872.42, in lieu of taxation;
 - c. Interest on the sum of \$175,030.79, which shall accrue at the per diem interest rate of \$38.13 from May 22, 2025 (the date of filing of the Motion for Default Judgment) until the date of this Court's judgment, and thereafter at the interest rate of 5% per annum; and
 - d. Interest on the sum of \$1,872.42, which shall accrue at the interest rate of 5% per annum from the date of this Court's judgment.

"William F. Pentney"

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-3324-24

STYLE OF CAUSE: HIS MAJESTY THE KING IN RIGHT OF CANADA v
MARK ERNEST BRIGGS

DATE OF HEARING: DEALT WITH IN WRITING PURSUANT TO RULE
369

JUDGMENT AND REASONS: PENTNEY J.

DATED: JUNE 12, 2025

WRITTEN SUBMISSIONS BY:

Evan Morrow

FOR THE PLAINTIFF

SOLICITORS OF RECORD:

Attorney General of Canada
Saskatoon, Saskatchewan

FOR THE PLAINTIFF

Mark Ernest Briggs
Whitewood, Saskatchewan

FOR THE DEFENDANT
(SELF-REPRESENTED)