Estate File No. 31-248304

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY

B E T W E E N:

IN THE MATTER OF GALTY B.V.
HAVING ITS HEAD OFFICE IN THE CITY OF AMSTERDAM
IN THE NETHERLANDS

SECOND SUPPLEMENTARY RESPONDING MOTION RECORD OF THE AVENUE ROAD TRUST

Date: October 22, 2021

WIFFEN LITIGATION
PROFESSIONAL CORPORATION
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Lawyers for The Avenue Road Trust

TO:

SERVICE LIST

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Tab 1

Estate File No.: 31-2484304

ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKTUPTCY

In the Matter of **GALTY B.V.**
HAVING ITS HEAD OFFICE IN THE CITY OF AMSTERDAM,
IN THE NETHERLANDS

SUPPLEMENTARY AFFIDAVIT OF VICTOR M. SEABROOK
Sworn the 21st day of October, 2021

I, Victor M. Seabrook, of the City of Toronto, in the Province of Ontario MAKE OATH AND SAY:

1. I am a trustee of The Avenue Road Trust [herein after referred to as "ART"] and as such have knowledge of the matters hereinafter deposed to.

2. I was the managing Director of Galty B.V. from 1981 up until 2003.

3. I was responsible for looking after the Toronto financial affairs of Galty B.V.

4. At no time did I receive a demand for payment from Galty N.V.

5. I had no discussions with Galty N.V. about any loans made by Galty N.V. to Galty B.V.

SWORN before me at the City of Toronto, in the Province of Ontario, this 21st day of October, 2021.

V. M. Seabrook
Victor M. Seabrook

A Commissioner for the taking of Affidavits, etc.
RONALD G. CHAPMAN

IN THE MATTER OF the Bankruptcy of Galty B.V.
Having its head Office in the City of Amersterdam,
In the Netherlands

Estate File No.: 31-2484304

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY

Supplementary Affidavit of Victor M. Seabrook sworn the 21st day of October, 2021

RONALD G. CHAPMAN
Barrister
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Toronto, Ontario M5H 3M7

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Lawyer for the Creditor
The Avenue Road Trust
File No. 77383
LSO Reg. No. 12820G

Tab 2

Estate File No. 31-248304

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY

B E T W E E N:
IN THE MATTER OF GALTY B.V.
HAVING ITS HEAD OFFICE IN THE CITY OF AMSTERDAM
IN THE NETHERLANDS

AFFIDAVIT OF RONALD CHAPMAN

I, Ronald Chapman, of the City of Toronto, in the Province of Ontario, **AFFIRM:**

1. In Victor Seabrook's October 19, 2021 affidavit, at paragraphs 21-22, he discusses me resigning as an inspector.

2. For the sake of clarity, I have not yet formally resigned, but intend to do so once any urgent issues have been resolved, including, in particular, the proposed settlement with Galty N.V.

3. Until these urgent issues have been resolved, I do not believe it is in the best interests of the creditors for me to resign. Once the present issues have been addressed, I will provide a formal resignation letter, and a new inspector can be appointed in the normal course by the creditors or inspectors.

4. As indicated in my previous affidavit, I understand my role as an inspector is to act in the best interests of all creditors. My decision in respect of the proposed settlement with Galty N.V. was made considering my views as to what is in the

best interests of all creditors. That decision was not made on the basis of representing ART.

5. By e-mail dated October 15,2021 from counsel for the Trustee, I was asked to advise as to any concerns about the claim of Galty N.V. That e-mail is now shown to me and marked as Exhibit A to this my affidavit.

6. The material that has been provided indicates that the N.V. loan to B.V. was made many years ago. My client's concern is that nowhere in the material provided to me by counsel for the Trustee is any demand for payment from Galty N.V. to Galty B.V., nor any admission by Galty B.V. that monies are owing by Gatly N.B. to Galty B.V.

7. I believe that the Galty N.V. claim is now statute barred. Reference Michel v Spirit [2020] O.J. 2746, 151 o.r. (3d) 583 (C.A.) attached to my Affidavit as Exhibit B.

AFFIRMED BEFORE ME in person at the City of Toronto, in the Province of Ontario on October 22, 2021

Commissioner for Taking Affidavits (or as may be)

Lisa Dawn Whiting, a Commissioner, etc., City of Toronto for Ronald G. Chapman, Barrister and Solicitor. Expires January 16, 2022.

RONALD CHAPMAN

Ronald Chapman

From: Ronald Chapman <ronaldchapman@lawchambers.com>
Sent: Friday, October 15, 2021 2:11 PM
To: 'Brendan Bissell (bissell@gsnh.com)'
Cc: 'Mark Wiffen (mark.wiffen@wiffenlaw.ca)'
Subject: Galty B.V. bankrupctcy

Re:Galty B.V. Bankruptcy

In respect of the attendance today in the Court, please make available the Trustee's complete file in respect of the claim by Galty N.V. including any documents that Galty B.V. has relating to the same topic.

Ronald G. Chapman
Barrister
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Fax: (416) 601-9984
ronaldchapman@lawchambers.com

This is Exhibit "A" referred to in the affidavit of Ronald G. Chapman sworn before me, this 21 day of October, 20 21.

A COMMISSIONER FOR TAKING AFFIDAVITS

Lisa Dawn Whiting, a Commissioner, etc., City of Toronto, for Ronald G. Chapman, Barrister and Solicitor. Expires January 16, 2022.

Michel v. Spirit Financial Inc. et al.Kramer et al. v. Michel[Indexed as: Michel v. Spirit Financial Inc.], 151 O.R. (3d) 583

Ontario Reports

Court of Appeal for Ontario
Benotto, Zarnett and Thorburn JJ.A.
June 19, 2020

151 O.R. (3d) 583 | 2020 ONCA 398

Case Summary

Civil procedure — Costs — Substantial indemnity — Plaintiff loaning various sums to individual and company over several years, evidenced by two promissory notes — Individual and company found liable for individual's fraudulent activities in inducing loans and failing to keep proper accounts — Defendants' action in slander dismissed as "gag and chill" device — No error in trial judge's award of substantial indemnity costs based on fraud, failure to admit facts, and use of slander action to defend claims.

Contracts — Interest — Plaintiff loaning various sums to individual and company over several years, evidenced by two promissory notes — Individual and company found liable for individual's fraudulent activities in inducing loans and failing to keep proper accounts — Open to trial judge to find 6% interest rate.

Corporations — Officers and directors — Liability — Plaintiff loaning various sums to individual and company over several years, evidenced by [page584] two promissory notes — Plaintiff suing individual, company and individual's son as corporate officer — Individual and company found liable for individual's fraudulent activities in inducing loans and failing to keep proper accounts — Son found not to have much say in business and held not liable.

Judgments and orders — Reasons for judgment — Defendant conceding certain sums owing to plaintiff — Trial judge finding agreement to pay funds in accordance with signed direction and endorsing trial record accordingly — Trial judge not prejudging the issues — Open to trial judge to endorse record on basis of admission.

Limitations — Actions in debt — Acknowledgment of debt — Promissory notes — Demand loans — Plaintiff loaning various sums to individual and company over several years, evidenced by two promissory notes — Legislation changing limitation period from six years to two years — Trial judge finding that partial payments extended limitation period such that action was not barred —

Judge erred in interpreting limitation period — Earliest of the loans were subject to the old six-year limitation and expired and could not be revived — Damages adjusted accordingly — Limitations Act, R.S.O. 1990, c. L.15 — Limitation of Actions Act, 2002, S.O. 2002, c. 24, Sch. B, s. 5.

M and K were co-workers and friends. K then became involved in mortgage lending through his own company, S. Between 2000 and 2009 M advanced significant sums to K, documented by two promissory notes both dated May, 2000. After M demanded repayment on the loans in 2009, K made a series of four payments for amounts significantly less than what had been received. M sued K, S, and K's son as an officer of S, for payment. K, alleging that M had harassed and threatened him and his family, sued M in slander. The trial judge found that the advances from M to K were loans rather than investments, and that M's action was not statute-barred because K made, or caused to be made, partial payments in 2009 which extended the limitation period. The judge held that K and S were liable for K's fraudulent activities in inducing the loans and failing to maintain proper accounting. No liability was found against the son. The slander action was dismissed as simply a "gag and chill" device. K and S were ordered to pay M the Canadian equivalent of over 1.5 million Euros and over 149,000 Swiss francs, plus $200,000 in costs on a substantial indemnity basis. K and S appealed, with M cross-appealing the decision that the son was not liable.

Held, the appeal should be allowed in part; the cross-appeal should be dismissed.

The trial judge erred in interpreting the limitation period. In 2004 the basic limitation period for demand loans was changed from six years from the date of the loan to two years from the date of the demand. The first five loans from 2000 and 2001 were captured by the former limitations regime such that the limitation period had already expired when the partial payments were made, and could not be revived. Likewise, the two promissory notes, with a stated due date of June 2001, were captured by the six-year limitation period. Loans made between November 2004 and February 2009 were covered by the new regime and thus subject to a two-year limitation period but saved by acknowledgments of debt. There were two loans in 2003 subject to the six-year limitation period that were conceded not to be barred. Thus, the loans in 2000 and 2001 and the promissory notes were barred so the damage award was reduced by the amounts of those loans.

The trial judge did not err in holding both K and S liable. The judge found that K was the controlling will and mind of S, that K was simply transferring the money [page585] between his own pockets, S was just a plaything of K, and that S had to be considered an accomplice to K's fraudulent activities. On those findings it was open to the judge to conclude that S was liable for K's conduct.

It was open to the trial judge to conclude that the advances were made on an interest rate of 6% and that an alleged non-resident tax withholding did not apply because such an allegation was part of K's "arrogant deceit".

There was no procedural unfairness. On the last day of evidence before the trial judge, K conceded that M's Swiss franc advances were still available and belonged to Michel. The trial judge found that he agreed to pay those funds to M in accordance with a signed direction. He then endorsed the trial record accordingly, which K and S alleged was a prejudgment of the issues without adequate reasons. However, it was open to the trial judge to endorse the record on the basis of the admission.

The decision to dismiss the slander action was based on findings of fact which were entitled to deference.

The costs award was not plainly wrong and the judge made no error in principle. Substantial indemnity costs were awarded partly because of fraud and partly because of failure to admit facts, but primarily because K used the slander action to defend M's claims.

It was open to the trial judge to find that K's son probably did not have much say in the business while an officer and director, so the cross-appeal was dismissed.

Cases referred to

2105582 Ontario Ltd. v. 375445 Ontario Ltd. (2017), 138 O.R. (3d) 561, [2017] O.J. No. 6526, 2017 ONCA 980 ; *642947 Ontario Ltd. v. Fleischer* (2001), 56 O.R. (3d) 417, [2001] O.J. No. 4771, 2001 CanLII 8623; *Cross Bridges Inc. v. Z-Teca Foods Inc.*, [2016] O.J. No. 142, 2016 ONCA 27; *Hamilton v. Open Window Bakery Ltd.*, [2004] 1 S.C.R. 303, 2004 SCC 9, [2003] S.C.J. No. 72; *Hare v. Hare* (2006), 83 O.R. (3d) 766 (C.A.); *Naylor Group Inc. v. Ellis-Don Construction Ltd.*, [2001] 2 S.C.R. 943, 2001 SCC 58, [2001] S.C.J. No. 56; *St. Hilaire et al. v. Kravacek et al.* (1979), 26 O.R. (2d) 499, 102 D.L.R. (3d) 577, 1979 CanLII 1705; *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.* (1996), 28 O.R. (3d) 423, [1996] O.J. No. 1568

Statutes referred to

Limitations Act, R.S.O. 1990, c. L.15 [renamed]

Limitations Act, 2002, S.O. 2002, c. 24, Sch. B [as am.], s. 5 [as am.]

APPEAL by the defendants from the judgment for the plaintiff; CROSS-APPEAL by the plaintiff from the dismissal of action against one defendant.

Michael A. van Bodegom and *Daniel W. Veinot*, for appellants Franz Kramer and Spirit Financial Inc, and respondent on cross-appeal, Gunther Kramer.

Jeffrey Kriwetz and *Alexander Hora*, for respondent/appellant on cross-appeal, Alexander Michel.

---

[1] BY THE COURT: -- Many years ago, the appellant Franz Kramer and the respondent Alexander Michel were co-workers and [page586] friends. Michel gave Kramer various sums of money that Kramer invested in his company Spirit Financial Inc. Whether the advances made were loans or an investment by Michel in Spirit became a source of dispute between the former friends. It led to an action by Michel against Kramer, the company and Kramer's son Gunther Kramer, and another action by Kramer, his spouse and Gunther against Michel for slander. The trial judge determined that the advances were demand loans, that Kramer had engaged in fraudulent activities to which Spirit was an accomplice, and he gave judgment against Kramer and Spirit for over two million dollars. He dismissed Kramer's action against Michel.

[2] For the reasons that follow, we allow the appeal in part, because recovery on several advances made by Michel in 2000 and 2001 is statute-barred.

Background

[3] In the late 1990s and early 2000s, Kramer and Michel trained and worked together as airline pilots. Kramer then became involved in mortgage lending through Spirit Financial. Kramer was the director, president and sole "controlling will and mind" of the company. Gunther was the secretary-treasurer until 2014.

[4] Over nine years, between 2000 and 2010, Michel advanced significant sums to Kramer: 949,504 Euros and 100,119 Swiss francs. Two promissory notes dated May 12, 2000 represent the only documentation. The first promissory note was from Spirit to Michel for 140,000 Deutschmarks at 7 per cent interest, which Kramer replaced with a promissory note from himself at an interest rate of 6 per cent. According to the trial judge, Michel "didn't know Spirit and only wanted to deal with Kramer, whom he obviously trusted. And Kramer accepted that. There were no further Promissory Notes. So, the 2nd Promissory Note was meant to replace the first and commenced the two pilots' business relationship."

[5] In March and April 2009, Michel demanded repayment on the loans. Kramer resisted at first but then made a series of four payments of 7,273 Swiss francs and 149,770 Euros between April 20, 2009 and October 21, 2009. These payments equalled about $232,500 Canadian. No other payments were made.

[6] When Michel sued for return of his money, Kramer brought an action against him alleging that Michel had harassed and threatened him and his family. The action was fashioned in slander.

Decision Below

[7] Kramer argued that the advances were investments in Spirit Financial, not demand loans. The trial judge found that the [page587] advances were loans to Kramer repayable at 6 per cent interest. He held that the action on loans and the promissory notes was not statute-barred because Kramer made, or caused to be made, partial payments in 2009 which extended the limitation periods.

[8] The trial judge made various findings of improper activities by Kramer in the way Michel was induced to make the loans, the way the funds were moved into and out of Spirit, and the lack of any proper accounting. He held that Spirit Financial was also liable for the same amounts as Kramer because it was controlled by Kramer and was "an accomplice to [his] fraudulent activities". However, Gunther was not liable because he likely did not have much say in his father's business while he was director and officer.

[9] The trial judge ordered that the parties calculate the amounts owing and include a chart with their cost submissions. In the result, he ordered that Kramer and Spirit Financial pay Michel the Canadian equivalent of 1,572,938.38 Euros and 149,626.98 Swiss francs, inclusive of pre-judgement interest.

[10] The trial judge dismissed the slander action which he considered to be simply a "gag and chill" device and thus improper.

[11] The trial judge awarded Michel substantial indemnity costs. After adjusting for costs owed to Gunther, Michel was awarded $200,000 in costs.

Issues

[12] The appellants Kramer and Spirit Financial submit that the trial judge erred by

1. failing to apply the limitation period;
2. holding Spirit liable in addition to Kramer;
3. improperly calculating damages;
4. engaging in procedural unfairness;
5. dismissing the slander action; and
6. awarding costs on a substantial indemnity basis.

[13] Michel cross-appeals alleging that Gunter (an additional respondent on the cross-appeal) should also have been held liable.

Analysis

The limitation period

[14] The trial judge made a finding of fact that all the advances made by Michel to Kramer and Spirit were loans. The loans were advanced from 2000 to 2009, during which time the *Limitations [page588] Act*, R.S.O. 1990, c. L.15 was largely replaced by the *Limitations Act, 2002*, S.O. 2002, c. 24, Sch. B. On January 1, 2004 the basic limitation period for demand loans was changed from six years from the date of the loan to two years from the date of the demand: *Hare v. Hare* (2006), 83 O.R. (3d) 766 (C.A.), at para. 11; and *Limitations Act, 2002*, at s. 5.

(1) *The Promissory Notes of 2000 and the loans between May 15, 2000 and September 6, 2001*

[15] The first five loans were made on May 15, 2000, January 2, 2001, May 2, 2001, June 8, 2001 and September 6, 2001. These loans and the promissory note were captured by the "old" *Limitations Act.* The trial judge said that "Kramer's Limitation Defence cannot succeed. The partial payments made after Michel's demand had the effect of extending the limitation period."

[16] The difficulty here is that the limitation period had already expired for these loans when the partial payments were made and could not be revived. See *Cross Bridges Inc. v. Z-Teca Foods Inc.*, [2016] O.J. No. 142, 2016 ONCA 27, at para. 10: "for an acknowledgement to reset the limitation clock, it must be made before the expiry of the limitation period applicable to the claim". The first repayment made to

Michel, was more than a year too late for even the most recent of the five loans to be saved from the statute bar.

[17] Likewise, the two Promissory Notes dated May 12, 2000 were captured by the six-year limitation period from their stated due date on June 1, 2001.

[18] The trial judge erred in finding otherwise.

(2) *Loans between November 17, 2004 and February 1, 2009*

[19] The appellants accept that on March 28, 2009, the respondent demanded payment in full of all money loaned. The four repayments beginning April 20, 2009, were in relation to that same debt. In *St. Hilaire v. Kravacek (* 1979), 26 O.R. (2d) 499 (C.A.), this court held at para. 12 that: "a payment by a debtor to his creditor, from which a new promise to pay the debt may be inferred, has the effect of starting afresh the running of a period of limitation". The loans between November 17, 2004 and February 1, 2009 are covered by the two-year limitation period in the new Act but are saved by acknowledgments of debt.

(3) *Loans on July 11, 2003 and October 27, 2003*

[20] The appellants concede at para. 35 of the their factum that the loans made on July 11, 2003 and October 27, 2003 were not [page589] statute-barred: "While the advances made on July 11, 2003, and October 27, 2003, were subject to the former 6-year limitation period, the limitation period with respect to those loans did not expire prior to the commencement of the action (at least, as against Spirit Financial) as the partial repayments in 2009 extended the applicable limitation period."

[21] Therefore, only the loans in 2000 and 2001 and the two promissory notes are statute-barred.

[22] We reject the argument that the partial payments, having been made by Spirit, did not extend the limitation period for a claim against Kramer. Based on the trial judge's findings Spirit and Kramer must be considered one and the same for these purposes.

Liability of Spirit and Kramer

[23] Spirit argues that the trial judge erred in holding it liable because he found that the note and the loans were between Michel and Kramer and because Michel only pled that Spirit was liable in the alternative, not jointly.

[24] We conclude that both Kramer and Spirit are liable.

[25] The jurisprudence with respect to separating personal from corporate liability typically considers an attempt to hold individuals liable for corporate debts. But the analysis is instructive even though the question here is whether the corporation should be held liable in addition to the individual. A separate legal entity will be disregarded when there is "complete control" and "conduct akin to fraud": *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.* (1996), 28 O.R. (3d) 423, [1996] O.J. No. 1568 (S.C.J.), at pp. 432-33; aff'd (1997), [1997] O.J. No. 3754, 74 A.C.W.S. (3d) 207 (C.A.). It may also be disregarded where those in control of a corporation expressly direct a wrongful act: *642947 Ontario Ltd. v. Fleischer* (2001), 56 O.R. (3d) 417 (C.A.), [2001] O.J. No. 4771, at para. 68.

[26] The trial judge held that Spirit was completely controlled by Kramer and that Spirit was being used as a shield for fraudulent or improper conduct. He found that (i) Kramer was "the controlling will and mind of both Spirit"; (ii) Kramer was "simply transferring all of the money in each between his own pockets"; (iii) Spirit was "just a plaything of Kramer's"; and (iv) Spirit "must be considered an accomplice to Kramer's fraudulent activities".

[27] These findings of fact would be sufficient to pierce the corporate veil and hold Kramer liable for obligations of Spirit -- here they have a different but equally well-founded consequence. When Kramer directed Spirit to participate in -- be an accomplice to -- wrongful conduct, Spirit was rendered liable for that conduct. [page590] When the controlling mind of the corporation directs it to do a wrongful act it can scarcely be argued that the corporation commits the act with impunity.

[28] It was open to the trial judge to come to this conclusion even though Michel's pleading alleged alternative theories of liability. The alternatives were whether the advances were loans, or whether they were investments. But the claims made were against all defendants and we see nothing in the pleading precluding a finding of liability against both Spirit and Kramer for the wrongdoing that the trial judge found.

Damages

[29] Kramer and Spirit Financial argue that the trial judge erred by (i) finding that the advances were made on an interest rate of 6 per cent when there was no agreement as to the interest rate on the evidence, or when the agreed-upon interest rate varied; and (ii) not deducting non-resident tax withholdings that Spirit Financial paid on behalf of Michel.

[30] An appellate court should only intervene in the award of damages where "the trial judge made an error of principle or law, or misapprehended the evidence, or it could be shown there was no evidence on which the trial judge could have reached his or her conclusion, or the trial judge failed to consider relevant factors in the assessment of damages, or considered irrelevant factors, or otherwise, in the result, made 'a palpably incorrect' or 'wholly erroneous' assessment of the damages": *2105582 Ontario Ltd. (Performance Plus Golf Academy) v. 375445 Ontario Limited (Hydeaway Golf Club)* (2017), 138 O.R. (3d) 561, [2017] O.J. No. 6526, 2017 ONCA 980, at para. 64, citing *Naylor Group Inc. v. Ellis-Don Construction* Ltd., [2001] 2 S.C.R. 943, 2001 SCC 58, at para. 80.

[31] It was open to the trial judge to conclude that the interest rate was six per cent and that the non-resident tax allegation was part of Kramer's "arrogant deceit" and did not apply.

Allegation of procedural unfairness

[32] On the last day of evidence before the trial judge, Kramer conceded that Michel's Swiss franc advances were still available and belong to Michel. The trial judge found that he "agreed to pay those funds to Michel in accordance with a signed direction". He then "endorsed the Trial Record accordingly".

[33] Kramer and Spirit Financial argue that, by doing so, the trial judge prejudged the issues and did not provide adequate reasons. [page591]

[34] We do not agree. It was open to the trial judge to endorse the record on the basis of this admission. This was clearly explained and the reasons throughout were sufficient.

Appeal from dismissal of the slander action

[35] The trial judge's decision to dismiss the slander action was based on his findings of fact which are entitled to deference on appeal. There is no basis to interfere with that decision.

Costs

[36] Kramer and Spirit Financial submit that there was no basis for imposing costs on a substantial indemnity basis.

[37] The trial judge made his decision to award substantial indemnity costs to Michel in part because of the fraud perpetuated on him, in part because Kramer did not admit facts laid out in Michel's request to admit but primarily because Kramer used the slander action to defend Michel's claims.

[38] A court should set aside a costs award on appeal only if the trial judge has made an error in principle or if the costs award is plainly wrong: *Hamilton v. Open Window Bakery Ltd.*, [2004] 1 S.C.R. 303, 2004 SCC 9, at para. 27.

[39] We see no reason to interfere here.

The cross-appeal

[40] Michel alleges that the trial judge erred in dismissing his claim against Gunther. The trial judge found that Gunther "probably didn't have much say in his father's business while he was officer and director". This finding was open to the trial judge on the evidence and supports the dismissal of the debt action against him. Likewise, we would not interfere with the trial judge's finding that the loan was partially repaid on April 20, 2009.

Conclusion

[41] The appeal is allowed in part to reduce the damage award by the amounts of the loans between May 15, 2000 and September 6, 2001. The appeal is otherwise dismissed. The cross-appeal is dismissed. The appeal with respect to the slander action is dismissed for the reasons given by the trial judge.

[42] If the parties cannot agree on the calculation of damages and the costs of the appeal, they may submit written submissions limited to five pages within 14 days from the release of these reasons.

Appeal allowed in part; cross-appeal dismissed.

Estate File No. 31-248304

IN THE MATTER OF GALTY B.V.

SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY
Proceeding commenced at Toronto

SECOND SUPPLEMENTARY RESPONDING MOTION RECORD

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