

CITATION: 0865894 B.C. Ltd. v. Co-operators General Insurance Company,
2026 ONSC 1776
COURT FILE NO.: CV-25-0091-00
DATE: 2026-03-23

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

0865894 B.C. Ltd. o/a AgriTech North

Plaintiff

- and -

Co-operators General Insurance Company and
The Sovereign General Insurance Company

Defendants

)
)
) *B. Feagin*, as proposed representative for
) the Plaintiff
)
)

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)
) *Anthony Gatensby* and *Aidan Vining*, for the
) Defendants
)
)

) **HEARD:** March 19, 2026, at Kenora, ON
)

Madam Justice C.M. Brochu

Decision on Motion

Overview

[1] The plaintiff corporation, 0865894 B.C. Ltd., carrying on business as AgriTech North (“AgriTech”), seeks leave of the court pursuant to r. 15.01(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, to be represented by a non-lawyer, Benjamin Feagin Jr. (“Feagin”).

[2] Mr. Feagin is the Chief Executive Officer, sole director, and sole shareholder of AgriTech. He is not a lawyer, and he is not licensed to practice law in the Province of Ontario.

[3] The Defendants are opposing the motion for leave under r. 15.01(2). They have also brought their own motion for security for costs.

[4] Both motions were scheduled to be heard at the same time. However, I determined that the motion for leave had to be heard first, as it would not be possible to hear the Defendants' motion for security of costs unless Mr. Feagin was entitled to represent AgriTech.

[5] The motion for leave under r. 15.01(2) is dismissed.

[6] These are my reasons.

Background

[7] For the purpose of these reasons, it is not necessary to delve into the details of the action. The following is only a summary to provide some background on the issues in this litigation.

[8] The Defendants issued a Business Insurance Policy (the "Policy") to the Plaintiff covering property, loss of income, equipment breakdown, cyber guard, and commercial general liability.

[9] The Plaintiff made a claim under the Policy, and it was denied coverage by the Defendants. There was an initial loss in or around May 2022, which was reported to the Defendants on December 9, 2022. Coverage was denied on January 4, 2023. No litigation was commenced at that time. The Plaintiff again notified the Defendants of a loss on September 9, 2025. Coverage was denied on November 13, 2025.

[10] The Plaintiff filed a Statement of Claim on November 24, 2025, alleging breach of contract and breach of duty of good faith, while also seeking damages.

[11] The Defendants have defended the action. They have denied coverage on the basis that there has been no breakdown of equipment as defined in the Policy. They further advance that the Plaintiff's action is statute barred as it was commenced nearly three years after the initial denial, therefore beyond the Policy's one-year limitation, or alternatively, beyond the two-year period under the *Limitations Act, 2002*, S.O. 2002, c. 24.

The Law

[12] Rule 15.01(2) provides as follows:

A party to a proceeding that is a corporation shall be represented by a lawyer, except with leave of the court.

[13] The granting of leave is exceptional. Leave is discretionary and should not be granted in a manner that normalizes what the rule otherwise prohibits: see *GlycoBioSciences Inc. (Glyco) v. Industria Farmaceutica Andromaco, S.A., de C.V. (Andromaco)*, 2024 ONCA 481, at para. 6.

[14] The rationale for the rule is described in *Glyco*, at para. 7:

[7] The rationale for the rule requiring representation by a lawyer is plain. A non-lawyer who is closely tied to the corporation granted leave under r. 15.01(2) is akin to a self-represented party, but the separate legal personhood of the corporation means, in effect, that the non-lawyer is providing legal services to another person, contrary to s. 26.1(1) of the *Law Society Act*, R.S.O. 1990, c. L.8. Moreover, non-lawyers are not bound by the *Rules of Professional Conduct*, nor are they subject to the personal financial consequences associated with cost orders that self-represented litigants face: *Leisure Farm Construction Limited v. Dalew Farms Inc. et al.*, 2021 ONSC 105 at paras. 12-15. Permitting a non-lawyer to act also risks creating an undue burden on the respondents and the court. These considerations must be balanced with any concerns that may arise about access to justice, as discussed below.

[15] In *Goldentrust Development Inc. v. Chen*, 2025 ONSC 1670, at paras. 13-14, the Court set out the factors to be considered in exercising its discretion.

[13] Rule 15.01(2) gives the court discretion to grant a corporate party leave to be represented by a non-lawyer. In *Extend-A-Call Inc. v. Dmitri Granovski et al.*, 2009 CanLII 33047 (ON SC) at para. 19 Justice Boswell outlined the factors to be considered in exercising this discretion:

- a) whether the proposed representative has been duly authorized to represent the corporation in the litigation;
- b) whether the proposed representative has a connection to the corporation;
- c) whether the corporation is a closely held one;
- d) whether the interests of the shareholders, officers, director, employees, creditors and other potential stakeholders are adequately protected by the granting of leave;
- e) whether the proposed representative is reasonably capable of comprehending the issues in the litigation and advocating for the corporation, bearing in mind that this should not be too high a threshold given the fact that the courts abound with self-represented parties with varying skills;
- f) whether the corporation is financially capable of retaining a lawyer, bearing in mind that a denial of leave should not amount to a denial of access to justice; and
- g) whether there is any other relevant factor in the specific circumstances of the case.

[14] Another relevant factor, perhaps falling under (g) above, is the conduct of the proposed representative in the litigation and other claims. The issue is whether that person will act reasonably. What needs to be considered is "problematic" conduct and decisions where the proposed representative has caused the imposition of substantial indemnity costs; see *GlycoBioSciences Inc. (Glyco) v. MAGNA Pharmaceuticals, Inc. (Magna)*, 2024 ONCA 760 (CanLII) at para. 18.

See also *Leisure Farm Construction Ltd. v. Dalew Farms Inc.*, 2021 ONSC 105, at para. 9.

Discussion

[16] The onus is on Mr. Feagin to establish that he should be permitted to represent the corporation.

[17] There is no dispute, given the corporate resolution filed, that Mr. Feagin has been authorized by the corporation to represent it in this litigation and that he has a close connection to the corporation.

[18] The corporation's authorization for Mr. Feagin to represent AgriTech is a necessary condition for an order under r. 15.01(2), however it is not sufficient, nor is it determinative: see *Glyco*, at para. 10.

[19] It should be noted the Resolution of the corporation was only filed by Mr. Feagin once the Defendants' served their factum, in which this issue was raised. It was outside of the timetable for the filing of materials and after cross-examinations on the affidavits. However, to avoid an adjournment, counsel for the Defendants agreed that the Resolution could be relied upon by the Court.

[20] The issues in this case are whether Mr. Feagin is reasonably capable of comprehending the issues in the litigation and advocating for the corporation, whether the corporation is financially capable of retaining a lawyer, and other relevant factors. In this regard, it is the Defendants' position that the Court ought to consider Mr. Feagin's conduct.

Mr. Feagin's Capability to Represent the Corporation

[21] Mr. Feagin advanced that he has been granted leave in the recent past to represent the corporation.

[22] In this regard, Newton RSJ. in *Agritech v. Syncor*, 2025 ONSC 6065 (“*Syncor*”), indicated that the affidavit filed by Mr. Feagin demonstrated that Mr. Feagin was “very capable of comprehending the issues raised and advocating on behalf of the corporation”: at para. 5.

[23] Subsequently, Fregeau J. in *Agritech North v. DGH Engineering Ltd.*, 2025 ONSC 6820 (“*DGH Engineering Ltd.*”), granted leave for Mr. Feagin to represent AgriTech. It is noted that he did so without revisiting the issue considered and decided by Newton RSJ. six weeks prior. It appears that Fregeau J. simply accepted the previous finding made in *Syncor*.

[24] It has been established that although Mr. Feagin may have been granted leave to represent AgriTech in the past, that is not determinative of the issue: see *Glyco*, at para. 9.

[25] The matter in *Syncor* was an application for the discharge of a lien. It was disposed of quickly with a finding by the Court that the claim for lien was out of time and vacated.

[26] The motion for leave pursuant to r. 15.01(2) in *DGH Engineering Ltd.* proceeded without notice. As a result, it was unopposed, and Fregeau J. did not embark upon a detailed analysis of the factors noted in the case law.

[27] The Defendants argued that Mr. Feagin has admitted that he does not have the capability to represent the corporation. They highlight his email to Theall Group LLP wherein Mr. Feagin stated the following regarding his ability to deal with this matter: “I have managed to navigate the

pleadings but this has come to my attention that it is far more complicated and nuanced than I could likely handle.”

[28] In response, Mr. Feagin stated that this –the statement in the email – was an “exaggerated statement” and that it indicates a due diligence attempt to retain counsel.

Financial Hardship

[29] Mr. Feagin’s position is that AgriTech cannot retain counsel and maintain operations. He advanced that the alternative is not “representation by counsel” – it is a “practical stay of the Plaintiff’s claim”.

[30] It is noted that in the *Syncor* litigation, the retainer being sought by Norton Rose Fulbright was \$40,000.

[31] In this matter, the evidence indicates that the quote received by Mr. Feagin from Theall Group LLP was for a retainer of \$5,000. I do acknowledge that they also indicated the first step is to investigate whether there is a viable coverage claim, and that it would cost more to litigate. It remains that it is significantly less than \$40,000.

[32] There is also no indication that Mr. Feagin enquired on payment arrangements and/or potentially a contingency fee, after counsel undertaking an initial review of the matter.

[33] It is clear from the email that Mr. Feagin was looking for a quick answer to file his affidavit. Without looking at any alternative arrangements, Mr. Feagin advances, not that the \$5,000 retainer will create hardship, but the “unknown much more costs” would create hardship.

[34] These statements are extremely vague. As is the evidence provided by Mr. Feagin to substantiate his argument that the corporation is financially incapable of retaining counsel.

[35] Mr. Feagin relies heavily on the Farm Debt Recovery Plan and AgriTech's financial statements to advance his argument of financial hardship. However, these documents are heavily redacted. Mr. Feagin acknowledged having access to the complete records, yet he has chosen very select portions of these documents. For example, the Recovery Plan is noted to be Appendix B of the AAFC Farm Debt Mediation Recovery Plan, which is a document 33 pages in length. However, Mr. Feagin only provided pages 8-11 out of 33, which were very heavily redacted. In fact, only a few paragraphs are not redacted.

[36] The same issue is noted with the financial statement. Only the bottom lines have been provided. It is noted that the net income for the year 2025 was \$314,966. However, Mr. Feagin advised that such is not reflective of reality. It is acknowledged that AgriTech has assets, but it is advanced that it lacks liquidity.

[37] In redacting the documents as they have been presented, Mr. Feagin is truly requesting that the Court take him at his word and accept his interpretation of the perceived financial hardship.

[38] Mr. Feagin has acknowledged "exaggerating his statement" regarding his inability to navigate the litigation when emailing Theall Group LLP for a quote. He did so to get a quick response from counsel.

[39] He is only offering a "peek" into the financial and related documents of the corporation and wants the Court to take him at his word, that he is not "exaggerating" in order to obtain the relief sought.

[40] He admits that there is no expert evidence to interpret the financial statements. I am not stating that such would have been required. However, at this point we are left to rely on Mr. Feagin's interpretation.

[41] Unfortunately, the heavily redacted documents in this matter impedes the Court's ability to make a determination regarding the corporation's financial ability to retain counsel.

Other Relevant Factors – Mr. Feagin's Conduct

[42] The Defendants argue that Mr. Feagin's conduct has shown a disregard for the *Rules* and court processes.

[43] As an example, the Defendants referenced Mr. Feagin's conduct in unilaterally scheduling a case conference and this motion.

[44] In this regard, Mr. Feagin sent an email to Defendants' counsel on Sunday, December 7, 2025, advising that he intended on bringing a motion under r. 15.01(2). He provided a draft notice of motion, affidavit, and order. Counsel indicated that his principals were out of office and anticipated instructions early next week as to whether the motion would proceed on consent or opposed.

[45] On December 8, 2025, Mr. Feagin sent a lengthy email to the Court without copying counsel. He was seeking to schedule a case conference to address what he saw as urgent procedural matters, including the scheduling and hearing of his r. 15.01(2) motion. He indicated to the Court that upon receiving approval for his request, he would canvass dates with defence counsel and make himself available on dates and times preferred by counsel.

[46] Mr. Feagin was subsequently advised that his request for a case conference had been approved. He was provided with several dates and times for a case conference ranging from January 6, 2026, to February 20, 2026. Instead of providing counsel with all the available dates, Mr. Feagin simply inquired on their availability for January 6, 2026, failing to advise them of the other available dates.

[47] As a result, the Defendants were unaware that many other available dates had been provided for a case conference. It was the Defendants' evidence that counsel had to rearrange his schedule to accommodate the case conference as it was unknown that the Court had provided alternative dates.

[48] Furthermore, despite the scheduled case conference to discuss the r. 15.01(2) motion amongst other things, Mr. Feagin filed his motion to be heard on an *ex parte* basis. His motion was considered and dismissed by Fitzpatrick J. on December 24, 2025. The Defendants did not become aware that the motion had been filed without notice until they received a notice from Case Center uploading the endorsement.

[49] Counsel was also later informed by Mr. Feagin that he had unilaterally scheduled his motion for January 15, 2026. He did so without seeking counsel's availability for the motion. This was also prior to the case conference, which had been scheduled for the purpose of addressing some of these procedural issues and a timetable.

[50] A review of the evidence illustrates how Mr. Feagin attempts to circumvent the regular court processes by his own perceived sense of urgency in dealing with some of the litigation issues.

This is not done with malice. However, it does create additional steps that would not be necessary in the normal course and also results in additional litigation costs for the Defendants.

[51] Counsel for the Defendants advanced that this behavior on the part of Mr. Feagin is not unique to this case. It is noted that Mr. Feagin was previously shut down by the Court in *DGH Engineering Ltd*, in his attempt to have a summary judgment motion filed at the same time as a Statement of Claim on the grounds of “special urgency”.

[52] This demonstrates that Mr. Feagin has in the past, and in the context of this matter as well, attempted to circumvent the regular rules of the Court. He has repeatedly wanted to have matters addressed on an urgent basis, when no such urgency existed.

[53] Other examples of conduct that is not appropriate and/or contributes to additional costs was outlined by the Defendants. This included Mr. Feagin communicating directly with the Defendants even though they are represented by counsel. Mr. Feagin, in responding to undertakings given during cross-examinations, provided additional evidence not in response to undertakings, but that would supplement his record. This is improper as such is not permitted after cross-examination.

[54] Mr. Feagin also improperly made reference to evidence that was not before the Court when providing his submissions on this motion. This is often the case in matters involving self-represented individuals. However, in this case, Mr. Feagin is making these submissions on behalf of a corporation, not himself.

[55] In response, Mr. Feagin relies on the fact that he is self-representing the corporation, that he is not a trained lawyer, and that he will “slip” at times.

[56] I recognize that Mr. Feagin is not a lawyer. However, he is certainly getting familiar with the court processes. Despite the foregoing, he continues to attempt to have his matters addressed on his timetable and in a way that appeases his false sense of urgency.

[57] In my view, this further illustrates his lack of capability to properly represent the corporation.

[58] The Court of Appeal for Ontario has recently stated that the effective operation of the legal system is premised on the participation of a well-trained and regulated body of professionals. To maintain the integrity of the justice system, it is critical that the proposed representative is not only reasonably capable of comprehending the issues and setting out the position of the corporation, but also advocating in a matter that meets the professional ethical standards expected of solicitors: see *Stile Carpentry Ltd. v. 2004424 Ontario Inc.*, 2025 ONCA 669, at para. 5.

Conclusion

[59] A corporation is to be represented by a lawyer. The granting of leave for a non-lawyer to represent a corporation is exceptional.

[60] The onus is on Mr. Feagin to convince the Court that leave should be granted.

[61] It is Mr. Feagin's position that his representation is necessary to ensure that the corporation has access to justice. In this regard, he relies heavily on the financial hardship of the corporation and its financial inability to retain counsel.

[62] Nonetheless, he chose to present heavily redacted documents, resulting in a vague picture of the corporation's financial affairs.

[63] It seems that the exercise of obtaining a quote for a retainer and legal representation was somewhat superficial. Despite having been advised that the initial retainer would be \$5,000, Mr. Feagin does not explain why the corporation would not at least obtain an opinion on the issues pertaining to this litigation. Mr. Feagin simply dismisses the notion of retaining counsel based on a vague statement that the costs of litigation will be significantly more.

[64] This is a matter involving the interpretation of an insurance policy, coverage and limitations issues. I do have concerns as it relates to Mr. Feagin's capability to navigate and litigate these issues on behalf of the corporation.

[65] I also have additional concerns regarding Mr. Feagin's ability to properly conduct litigation on behalf of the corporation. His conduct in this litigation demonstrates some of these problems. Despite having been shutdown by Fregeau J. in his attempt to railroad proceedings under the guise of urgency, he does not seem to have learned. He again repeats his conduct in this litigation.

[66] At the end of the motion hearing, I asked Mr. Feagin how long the corporation would require in appointing counsel should leave not be granted. He indicated that it would require at least one year.

[67] This is another example of the lack of understanding in relation to the process. Mr. Feagin is aggressive in his demands and wants the procedure to be expedited when it is suitable for him. However, he would now want the matter to be paused for one year.

[68] In summary, Mr. Feagin has not met his burden of establishing that he should be permitted to represent the corporation.

[69] Accordingly, the motion is dismissed. Mr. Feagin may not act for the corporation in this matter.

[70] AgriTech shall have 90 days from the date of the release of my reasons to appoint a lawyer for the corporation.

[71] If AgriTech fails to appoint a lawyer within the prescribed time, the Defendants may move with notice to the Plaintiff to dismiss the action.

Costs

[72] If the parties cannot agree on costs, the Defendants shall serve and file costs submissions within 10 days of the release of these reasons. The Plaintiff's submissions shall be served and filed within 10 days of the receipt of the Plaintiff's submissions. Any reply submissions shall be served and filed within 5 days of receipt of the responding submissions. All costs submissions shall not exceed three pages, not including any offers to settle or bills of costs.

[73] Submissions received beyond these deadlines will not be considered. Costs will be deemed settled.



The Hon. Madam Justice C.M. Brochu

Released: March 23, 2026

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