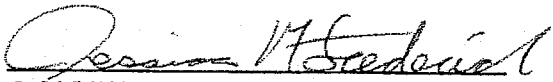
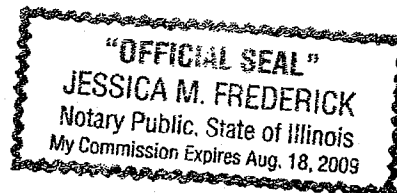


THIS IS EXHIBIT "5" REFERRED
TO IN THE AFFIDAVIT OF
STANLEY H. MEADOWS, SWORN
BEFORE ME THIS 29TH DAY OF
SEPTEMBER, 2006.


A NOTARY PUBLIC



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

III CANADA ACQUISITION COMPANY,
SIVACO WIRE GROUP 2004 L.P.,
HEICO HOLDING, INC. and
THE HEICO COMPANIES, L.L.C. and
the other Applicants listed in Schedule "A"

Applicants

- and -

IVACO INC. and 1039028 ONTARIO INC. and
the other Respondents listed in Schedule "B"

Respondents

FACTUM OF THE RESPONDENTS
(RETURNABLE JUNE 2, 2005)

Whether a contract's chosen form of dispute resolution is expert determination or arbitration is a matter of construction of the contract, which involves an objective inquiry into the intentions of the parties. The express words used may give a strong indication of the parties' intentions and the phrase "as an expert and not as an arbitrator" is frequently used to signify that the process is intended to be one of expert determination ... An expert determination is constrained by the terms of the clause referring the matter to expert determination, whereas much is incorporated into an arbitration agreement by statute and by judicial precedent.

David St. John Sutton & Judith Gill, *Russell on Arbitration*, 22nd ed. (London: Sweet & Maxwell, 2003) at 38, 40 (emphasis added)

PART I - OVERVIEW

1. This is an application for interpretation of Article 2.12 of the Amended and Restated Asset Purchase Agreements dated as of November 30, 2004 (the "APAs"), which was entered into between Ivaco Inc. and 1039028 Ontario Inc. (together, "Ivaco") and III Canada Acquisition Company, Heico Holding, Inc. and the Heico Companies,

L.L.C. (together, "Heico"), between Ifastgroupe and Company, L.P. ("Ifastgroupe") and Heico, and between Ivaco Rolling Mills L.P. ("IRM") and Heico.

2. There is a difference, well-established in law, between an arbitrator and an expert. The former is a judicial function and normally the parties choose a person, persons or selection mechanism that generates a person or persons, with a skill set akin to that of a judicial officer and provide in the submission for a protocol or set of rules to govern the proceedings. The latter is a different non-judicial function. In the instant case, the parties expressly stated that they were choosing an expert not an arbitrator. The position of the Heico application to be heard as a threshold issue seeks to override that express selection and therefore would be unfair to the parties and would place the Expert in a function for which it was not selected and lacks the judicial skill set.

PART II - FACTS

3. The Respondents do not take issue with the facts as set out in Part II of the Applicants' factum, with the exception of paragraphs 4, 7, 10 and 11.

4. In paragraphs 4, 7 and 11, the Applicants characterize or make reference to certain provisions of the APAs as "dispute resolution provisions". This presumptively infers that they are akin to an arbitration submission the very issue to be decided and the words quoted above do not appear in the APAs.

5. Moreover, in their recitation of Article 2.12 in paragraph 4, the Applicants add emphasis to certain portions of that article, but neglect to emphasize the one key phrase material to the issue in this application: "acting as an expert and not as an arbitrator".

APA Article 2.12, Ivaco's Application Record (Court File No. 05-CL-5876),
Tab 2A, p. 40

6. The Respondents also take issue with paragraph 10, and specifically the second sentence of that paragraph, as taking the form of argument. The correspondence from the Selling Parties in evidence speaks for itself.

7. The Respondents add that, in addition to the provision for the appointment of an Expert in relation to the matters in Article 2.12, Article 2.13 of the APAs also provide for the appointment of an "Environmental Expert" in relation to adjustments relating to environmental matters. Article 2.13 states in part:

2.13 Adjustments Relating to Environmental Matters

(b) During the 60 day period following receipt of the Court Approval, the Seller will provide to the Purchaser and its advisors, as requested by the Purchaser from time to time, access to the Real Property and to appropriate records in the possession of the Selling Parties (including reports of assessments obtained by the Selling Parties and regulatory notices and reports) and personnel (who shall have been instructed to inform the Purchaser of all known non-compliance with Environmental Laws and environmental concerns relevant to the Purchased assets) of the Selling Parties, on subject to any reasonable restrictions, limitations and conditions imposed by the Purchaser, including as to the identity of the advisors, indemnification of the Seller against losses, minimizing interference with operations, insurance, health and safety, security, confidentiality and restoration of damages, solely for the purpose of completing the Purchaser's Environmental Assessment. The Purchaser shall keep the Selling Parties fully informed of the activities constituting part of the Purchaser's Environmental Assessment and the creation of the Environmental Assessment Summary (as defined below). Not later than the fifth Business Day following the expiration of said 60 day period (the "EAS Delivery Date"), the Purchaser may deliver to the Selling Parties a document stating the opinion of an environmental consultant selected by the Purchaser and satisfactory to the Selling Parties, acting reasonably (it being agreed that Conestoga-Rovers & Associates Ltd. Is satisfactory to the Selling Parties) (the "Environmental Assessment Summary"), as to the following: ...

The aggregate of all the Required Expenditures set out in the Environmental Assessment Summary is the Original Environmental Costs.

The Purchaser shall provide copies of the reports of the Purchaser's Environmental Assessment that support the Environmental Assessment Summary to be delivered as produced and, in final form, with the Environmental Assessment Summary. The Seller may dispute the amount of any or all elements of the Original Environmental Costs as reflected in the Environmental Assessment Summary by notice in writing (the "Environmental Objection Notice") given to the Purchaser within five day following the delivery of the Environmental Assessment Summary to the Seller (the "EAS Objection Delivery Date"). The Environmental Objection Notice shall specify, in reasonable detail, the basis for the dispute. If the Seller does not deliver the Environmental Objection Notice on or before the EAS Objection Date, the Original Environmental Cost shall be deemed to be conclusive and binding on the parties. The parties agree to discuss and act promptly and reasonably with a view to understanding and resolving any matters raised in the Environmental Objection Notice and, upon resolution,

the parties shall agree in writing to a revised Environmental Assessment Summary and the aggregate of the Required Expenditures set out in the agreed revised Environmental Assessment Summary shall be the Final Environmental Costs which shall be deemed determined upon the execution of the said written agreement. If the dispute is not resolved within five days of the delivery of the Environmental Objection Notice, either party may request Mark Lack of URS Dames & Moore Canada, located in its Markham, Ontario office, or at its successor firm (the "Environmental Expert") to promptly review this Agreement and the disputed items or amounts for the purpose of determining the proper and appropriate Compliance Designated Matters, HazMat Designated Matters, amounts of anticipated expenditures and dates which should have been put in the Environmental Assessment Summary as well as the Original Environmental Costs which should have resulted therefrom, which will thereupon be the Final Environmental Costs. The Environmental Expert shall act as an expert and not as an arbitrator. The costs of the Environmental Expert shall be shared equally between the Seller and the Purchaser unless the Environmental Expert determines otherwise. In accepting such appointment, the Environmental Expert shall be deemed to have been instructed to deliver to the Seller and the Purchaser, as promptly as practicable and in any event within 10 Business Days of being appointed, a report setting forth the Final Environmental Costs as determined by the Environmental Expert in accordance with the foregoing. Such report shall be final and binding upon the Seller and the Purchaser and the Final Environmental Costs will be deemed determined as of the time of the delivery of such report to the Seller and the Purchaser.

Article 2.13 of the APA, Ivaco's Application Record (Court File No. 05-CL-5876), Tab 2A, pp. 41-43 (emphasis added)

PART III - ISSUE

8. Should Article 2.12 of the APAs, which expressly states that the Expert is to act "as an expert and not as an arbitrator", be interpreted as providing for arbitration?

PART IV - LAW

9. Article 2.12 of the APAs should be interpreted to be a request for an expert opinion and not as a submission to an arbitration clause. The question of whether an agreement to submit to arbitration exists, as well as the scope of such submission, is a question of contractual interpretation:

The question of whether a clause in a contract is a binding agreement to submit to arbitration is always a question of contract interpretation. Where arbitration is dependent on some contractual agreement, one must look to the intent of the parties as evidenced by that document. I accept the applicant's submission that

agree

the arbitration can be drafted as narrowly or broadly as the parties wish, that weight should be given to whether the language is permissive or mandatory and that in determining the scope of the arbitration agreement, regard must be given to the context in which the agreement is found. (See J. Brian Casey, *International and Domestic Commercial Arbitration* (Carswell, 1995 - Release 2) Cap. 313 and *T1T2 Ltd. Partnership v. Canada* (1994), 19 B.L.R. (2d) 72 (Ont. Gen. Div. at 80-81.)

Thompson General Hospital v. CSL Hospital Services Ltd. (1996), 30 B.L.R. (2d) 280 at 283 (Man. Q.B.) ("*Thompson General*") (emphasis added)

Zittler v. Sport Maska (1988), [1988] 1 S.C.R. 564 at 588-589 ("*Zittler*")

10. It is a fundamental canon of contractual construction that, in interpreting a contract, the Court will look to the four corners of the agreement itself and will look to the language used by the parties in order to ascertain the intention of the parties. Words in the contract are to be given their plain, literal and ordinary meaning; in the absence of ambiguity, it is the plain meaning that is to be adopted in interpreting the contract. Where the parties intend their writing to be the exclusive record of their agreement, their intention will prevail and no extrinsic evidence is admissible to vary or qualify the contract. If the words used by the parties are clear and unambiguous, then extrinsic evidence is not admissible to interpret the written words of the agreement.

Eli Lilly & Co. v. Novopharm Ltd. (1998), 161 D.L.R. (4th) 1 at 27-28 (S.C.C.)

11. In *Premier Trust Co. v. Hoyt*, the Court of Appeal for Ontario took particular note of the language used by the parties, as well as the language that was *not* used, in interpreting a purported arbitration clause in a commercial lease and concluding that it provided for the appointment of "valuators" or "appraisers", and not "arbitrators". The lease provided for the appointment of two "appraisers" who were to fix and determine the yearly rent payable upon renewal of the lease. McGillivray J.A. held for the Court,

In the provisions of the lease which I have read, and as also appears in other parts of the lease, the reference to the gentlemen who were to act was always to that of "appraisers" and at other times there was reference to "valuation or appraisal". The continual use of the word "appraiser" indicates to the members of this Court that what was intended by the parties to this agreement was that the men appointed were to act as valuers and were not to conduct an

arbitration. This language is consistent throughout the whole of the agreement. In addition to that there is a negative inference apparent in this that there is no suggestion in the lease that evidence be taken as would be the case in an arbitration nor is there any reference to arbitration or to the Arbitration Act, R.S.O. 1960, c. 18. That which was said in the lease as well as what was left unsaid make it appear that the three gentlemen were acting as valuers and not as arbitrators.

Premier Trust Co. v. Hoyt (1969), [1969] 1 O.R. 625 at 627 (C.A.), rev'g [1968] 2 O.R. 774 (H.C.), leave to appeal allowed by (1969), 6 D.L.R. (3d) 720N at 627 (S.C.C.) ("*Premier Trust*") (emphasis added)

12. In addition, courts have recognized that they should be reluctant to force arbitration, or arbitration of certain issues, on unwilling participants if it is not clear from the documents that the parties intended to refer the matters in dispute to arbitration.

Thompson General at para. 22

TIT2 Ltd. Partnership v. Canada (1994), 23 O.R. (3d) 66 at 79 (Gen. Div.)

13. It has been held that the greater the similarity to the judicial process, the more likely it will be an arbitration and not a submission to an expert for an expert opinion. The Supreme Court of Canada has, in the context of distinguishing between an arbitration on the one hand, and the provision of an "expert opinion" on the other, endorsed the following factors, or *indicia*, of arbitration, which clearly indicate a judicial process:

- (a) there is a dispute or difference between the parties which has been formulated in some way or another;
- (b) the dispute or difference has been remitted by the parties to the person to resolve in such a manner that he is called upon to exercise a judicial function;
- (c) the parties have been provided with an opportunity to present evidence and/or submissions in support of their respective claims in the dispute; and
- (d) the parties have agreed to adopt the person's decision.

Zittrer at 589-590

Precision Drilling Corp. v. Matthews Equipment Ltd. (2000), 83 Alta. L.R. (3d) 157 at 165-166 (Q.B.)

14. An expert opinion, on the other hand, has been recognized by the Ontario High Court and commentators as involving not the exercise of a judicial function to resolve a dispute, but rather an independent appraisal based on the knowledge and skill of the expert:

If a man, on account of his skill in such matters, is appointed to make a valuation, in such a manner that in making it he may, in accordance with the appointment, decide solely by the use of his eyes, his knowledge and skill, he is not acting judicially. He is using the skill of a valuator, not of a judge, and is not acting as an arbitrator. When a person appointed is required to adjudicate on a point of law or a point of right between the parties arising out of the facts, then it ceases to be a simple valuation and becomes an arbitration.

Premier Trust Co. v. Hoyt (1968), [1968] 2 O.R. 774 at 782 (H.C.), rev'd on other grounds by [1969] 1 O.R. 625 (C.A.) (emphasis added)

Binding opinions focus on a particular area of scientific or technical expertise. They require the decision-maker, for example, an appraiser, accountant, engineer, architect or physician, to provide his or her own evaluation of the matter. The parties agree to be bound by the evaluation. Rather than adjudicate and choose between the expert opinions of others, as would a judge in the trial process, the decision-maker renders his or her own opinion. In its purest form, the process is conducted as if the decision-maker were rendering the opinion in the normal course of his or her profession. It is the professionalism, integrity and expertise of the decision-maker that guarantee that the investigation will be conducted properly and that the opinion will reflect accepted professional standards.

Binding opinions are not arbitrations in fact or in law.

Allan J. Stitt, ed., *Alternative Dispute Resolution Practice Manual*, vol. 1, looseleaf (North York: CCH Canadian Limited, 1998) at ¶5505 (emphasis added)

15. Finally, where an agreement has been prepared by a solicitor who knows the difference between a valuation and an arbitration and the agreement uses the expression "valuer" and provides that there is to be no right of appeal, a valuation, and not an arbitration, was intended by the parties. The Ontario Supreme Court (Appellate Division) held in *Re Laidlaw and Campbellford Lake Ontario and Western R. Co.*,

... I incline to the view of the Chancellor, that what the agreement provided for is a valuation and not an arbitration. The language which the parties have chosen to express their agreement strongly supports that view. The reference is stated to be the determination of the three persons named in the agreement as valuers, and throughout the agreement they are referred to as valuers. The agreement was evidently prepared by a solicitor who knew the difference between a valuation and an arbitration, and was apparently desirous of emphasizing the fact that it was a valuation that was being provided for; the question for determination was one well fitted to be decided by a valuation ...

Re Laidlaw and Campbellford Lake Ontario and Western R. Co. (1914), 19 D.L.R. 481 at 485 (Ont. S.C. (A.D.)), *aff'd* (1914), 50 S.C.R. 422N (emphasis added)

16. In the present case, Article 2.12 of the APAs clearly is the selection of an expert opinion and not an arbitration clause. First and foremost, the parties have precluded arbitration by the express language of Article 2.12, which is clear and unambiguous on this issue. It states in relevant part,

If the dispute is not resolved promptly by agreement, and in any event within 20 days of the delivery of the Objection Notice, either party may request KPMG LLP or its successor firm (the "Expert") to designate a senior partner in its Hamilton office, with unrestricted access to KPMG LLP's professional practice department located in its Toronto office, to promptly review this Agreement and the disputed items or amounts for the purpose of calculating the Adjustments, acting as an expert and not as an arbitrator. In accepting such appointment, the Expert shall be deemed to have been instructed to deliver to the Seller and the Purchaser, as promptly as practicable and in any event within 15 Business Days of being appointed, a report setting forth any required calculations, including the Adjustments as determined by the Expert. Such report shall be final and binding upon the Seller and the Purchaser.

17. Article 2.12 is unequivocal in stating that the Expert is not an arbitrator. Both the Selling Party and Purchaser are sophisticated parties who were represented by counsel, which counsel must be presumed to know the difference between an expert acting *qua* expert and an expert acting *qua* arbitrator. Moreover, as in the *Premier Trust* case, *supra*, there are no references to arbitration much less to arbitration legislation in Article 2.12 or, indeed, in the entirety of the APAs. Had the parties wanted to refer the matters described in Article 2.12 to arbitration, they not only could provided for it explicitly, they would not have included the phrase "acting as an expert and not as an arbitrator".

18. In addition, most of the indicia of arbitration endorsed by L'Heureux-Dubé J. in *Zittrer* are simply not present in this case. The process contemplated by Article 2.12 is in no way similar to a judicial, or arbitral, process. First, while it is obvious from the correspondence exchanged that certain disputes do exist between the parties, including over the calculation of the items in Exhibit C, the calculation of the Adjustments, and the proper interpretation of Articles 2.11 and 2.12 (including whether revisions to Exhibit B are permitted), Article 2.12, on its terms, does not provide for the submission of these disputes to the Expert. Indeed, there is nothing in the language of Article 2.12 providing for the remittance of any disputes to the Expert. Rather, what Article 2.12 does provide is that, where a dispute over the calculation of the Adjustments is "not resolved promptly by agreement" either party may "request" the Expert to "designate a senior partner ... to promptly review this Agreement and the disputed items or amounts for the purpose of calculating the Adjustments" and "to deliver ... a report setting forth any required calculations". In other words, while the dispute over the calculation of the Adjustments may be the *trigger* for an Article 2.12 request, nothing on the face of Article 2.12 specifically provides for the dispute *itself* to be considered by the Expert.

19. The distinction between a dispute triggering, or causing, a submission being made to an expert and a dispute being the subject of an expert's consideration was discussed by L'Heureux-Dubé J. in *Zittrer* in the context of a French civil law judgment which discussion is instructive in this regard:

In a recent judgment on October 9, 1984, *Société S.E.C.A.R. c. Société Shopping Décor*, Re. arb., 1986, p. 263, the Court of Cassation had to decide on the validity of a decision made by a third party referred to by the parties as an "arbitrator". The parties had included in a commercial lease an indexing clause using an index published by a government body. In the event that index ceased to be published, and in the absence of agreement, the parties undertook to refer the matter to an arbitrator. As publication ceased and the parties did not agree, an arbitrator was appointed and he chose another index. One of the parties challenged this decision. In upholding the third party's decision, the Court implicitly treated the latter as an expert despite the fact that the parties had referred to him as an

"arbitrator". P. Mayer, Rev. arb (1986), p. 267, explains the reasons underlying the Court's decision at pp. 269-70:

[TRANSLATION]

Disagreement did not suffice in that case to create an issue because, although it was certainly the cause of the 'arbitrator's' intervention, it was not the subject of the latter: once it was established that the parties had not reached agreement, and he therefore had to step into their shoes, the third party 'chose' (this is the word used by the parties) at his own discretion what he thought was the most suitable index. He did not have to decide between opposing positions which might have been argued before him, and to rule that one or other was correct.

Zittrer at 595-596 (italics in original; underlining added)

20. Similarly, here, while the disputes between the parties may be the cause or trigger of the Expert's appointment, they are, under the language of Article 2.12, not to be the *subject* of the Expert's review and consideration. Under the language of Article 2.12, the Expert is required to review the APAs and the "disputed items or amounts" but nothing provides for the Expert to exercise any kind of judicial function, as the Applicants have contended in their factum. There is no provision for the Expert to consider the positions taken by the parties in respect of such disputed items or amounts. Moreover, Article 2.12 does not provide for any opportunity for the parties to submit evidence, argument or their respective positions to the Expert. The Expert is not mandated to adjudicate and, under Article 2.12, the Expert is charged only with reviewing the agreements and the disputed items or amounts and delivering a report.

21. Rather, the process in Article 2.12 is more akin to an independent valuation, or calculation, of the Adjustments than the exercise of a judicial function. The valuation is to be arrived at by the Expert's independent reliance upon his or her technical skill and expertise and a review of the APAs. The fact that the parties sought to refer the matter to the Expert *qua* expert and not *qua* arbitrator is reinforced by Article 2.13, which provides for the appointment of the Environmental Expert in relation to adjustments relating to environmental matters. The fact that the parties specifically selected Mark Lack of URS Dames & Moore Canada indicates that they intended for a particular

person with a particular body of expertise to review the (environmental) matters raised in Article 2.13. In the same way, the fact that the parties selected KPMG, an accounting firm, in Article 2.12 indicates that they intended for an accounting expert to review the (accounting) matters raised in Article 2.12. Had the parties wished to appoint an arbitrator to exercise a judicial function, it was open to them to appoint an expert with that kind of expertise.

22. In *Philips Electronics Ltd. v. Westinghouse Canada Inc.*, the Ontario Supreme Court, High Court of Justice refused a defendant's application to stay an action on the basis that the subject matter of the action dispute should be referred to Price Waterhouse, an accounting firm. The plaintiff and defendant had entered into an asset purchase agreement whereby the plaintiff agreed to purchase certain assets and assume certain liabilities of the defendant. The action concerned a dispute over the extent of the liability for accrued vacation pay in respect of employees of the defendant who became employed by the plaintiff. The parties disagreed about the credit that the plaintiff was entitled to receive against the purchase price on account of assuming that liability and, ultimately, the plaintiff commenced an action. The defendant contended that the action should be stayed pursuant to arbitration legislation on the basis, *inter alia*, that the purchase agreement provided for submission to arbitration. The relevant provision in that case (s. 2.4) stated,

2.4 Preparation of Valuation Date Statement and Determination of Purchase Price

As soon as practicable after the Valuation Date, Seller [defendant] shall prepare the Valuation Date Statement, which shall set forth the Net Book Value of the Schedule Assets and the Assumed Liabilities being transferred and assumed by Purchaser [plaintiff] in accordance with Sections 2.1.1. and 2.2.1. hereof.

If Seller and Purchaser are unable to agree on the Net Book Value of the Scheduled Assets and Assumed Liabilities within fifteen (15) days after the delivery of the PW [Price Waterhouse] final letter, the items in dispute shall be referred to PW, whose determination shall be conclusive and binding on the parties.

Philips Electronics Ltd. v. Westinghouse Canada Inc. (1984), 1984 CarswellOnt 104 at para. 4 (Ont. S.C. (H.C.J.)) (WestlaweCarswell) (emphasis added) ("Philips")

23. Boland J. found that the issue raised by the dispute between the parties was a question of law that “transcended” the scope of s. 2.4 and required a review of the contract in its entirety before PW could value it. In this regard, Boland J. stated,

It is the construction of the relevant portions of the contract dealing with vacation pay liability that requires adjudication. Counsel for the defendant argues that s. 2.4 is the governing provision in this matter. I am of the view, however, that s. 2.4 addresses only one aspect of the vacation pay liability issue, that is, the accounting problem. It is not necessary for me to decide whether the section provides for either an arbitration or a valuation. I feel that s. 2.4 is clearly intended to set up an expeditious mechanism for dispute settlement if there is a disagreement between the parties about the valuation of any of the assets and liabilities. The issue in the instant case transcends the four-corners of the s. 2.4 and requires the adjudicator to look at the contract in its entirety. Only after this legal issue is resolved can the accounting issue of valuation arise. The manner of calculating vacation pay liability must be settled before applying the appropriate accounting principles and arithmetic to compute this liability.

Philips at para. 8

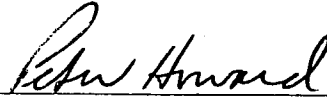
24. In summary, the parties have, by their words, expressly precluded the procedure contemplated in Article 2.12 from being an arbitration. This is reinforced by the fact that nothing contained in Article 2.12 creates a judicial process in which the Expert is to exercise a judicial function. As such, Article 2.12 should be interpreted as being a request for an expert opinion or valuation and not an arbitration. There are also legal issues of interpretation of the contract that are for this Honourable Court. It would be bootstrap logic of the worst kind to assert that because Heico (or Ivaco if the situation were reversed) raises legal issues requiring judicial resolution that retroactively changes the fundamental nature of the appointment of an expert and it is transmogrified into an appointment that was never agreed to and for which the Expert is not qualified.

PART V - RELIEF SOUGHT

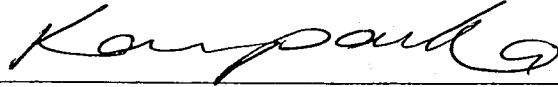
25. The Respondents request:

- (a) an Order dismissing the Heico application as it relates to the arbitration/expert dichotomy;
- (b) costs of this portion of the application.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

A handwritten signature in cursive script, appearing to read "Peter Howard", written above a horizontal line.

Peter F.C. Howard

A handwritten signature in cursive script, appearing to read "Karen S. Park", written above a horizontal line.

Karen S. Park

of counsel for the Applicants

SCHEDULE "A"
OTHER APPLICANTS

Ifastgroupe 2004 L.P.

Ivaco Rolling Mills 2004 L.P.

SCHEDULE "B"
OTHER RESPONDENTS

114

1039028 Ontario Inc.

Ifastgroupe and Company, Limited Partnership

Ifastgroupe Realty Inc.

IFC (Fasteners) Inc.

Ivaco Rolling Mills Limited Partnership

Ivaco Rolling Mills Inc.

SCHEDULE "C"
LIST OF AUTHORITIES

Cases

1. *Thompson General Hospital v. CSL Hospital Services Ltd.* (1996), 30 B.L.R. (2d) 280 (Man. Q.B.)
2. *Zittler v. Sport Maska* (1988), [1988] 1 S.C.R. 564
3. *Eli Lilly & Co. v. Novopharm Ltd.* (1998), 161 D.L.R. (4th) 1 (S.C.C.)
4. *Premier Trust Co. v. Hoyt* (1969), [1969] 1 O.R. 625 (C.A.)
5. *T1T2 Ltd. Partnership v. Canada* (1994), 23 O.R. (3d) 66 (Gen. Div.)
6. *Precision Drilling Corp. v. Matthews Equipment Ltd.* (2000), 83 Alta. L.R. (3d) 157 (Q.B.)
7. *Premier Trust Co. v. Hoyt* (1968), [1968] 2 O.R. 774 (H.C.)
8. *Re Laidlaw and Campbellford Lake Ontario and Western R. Co.* (1914), 19 D.L.R. 481 (Ont. S.C. (A.D.))
9. *Philips Electronics Ltd. v. Westinghouse Canada Inc.* (1984), 1984 CarswellOnt 104 (Ont. S.C. (H.C.J.)) (WestlaweCarswell)

Texts

10. David St. John Sutton & Judith Gill, *Russell on Arbitration*, 22nd ed. (London: Sweet & Maxwell, 2003)
11. Allan J. Stitt, ed., *Alternative Dispute Resolution Practice Manual*, vol. 1, looseleaf (North York: CCH Canadian Limited, 1998)