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 Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

Sarah J. Turney
Direct +1 416 865 4542
sturney@fasken.com

February 14, 2018

By Fax

M. Scott Martin
Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Dear Mr. Martin:

Re: 2115 South Bay Road, Sudbury, Ontario (the “Crispo/Ansell Property”)

I write in response to your letter dated November 23, 2017 (the “November Letter”) and further to our brief discussion in January.

I confirm that we have been retained by Laurentian University of Sudbury (“Laurentian”) in respect of this matter.

We understand that your clients are the owners of the Crispo/Ansell Property and that they, or their predecessors in title, caused certain encroachments to be placed on property owned by Laurentian (the “University Property”). We further understand that the encroachments are generally comprised of a septic system leaching bed, a shed and a lockstone patio (the “Encroachments”).

Laurentian has thoroughly considered your clients’ proposals and has weighed the relevant factors, including those presented by your clients when they addressed Laurentian’s Board of Governors on June 23, 2017. After careful consideration, Laurentian remains of the view that the Encroachments must be removed from the University’s Property.

Laurentian wishes to maintain the integrity of its boundaries and the current and future use of its real property. We trust that your clients will respect that decision and remove the Encroachments at their earliest opportunity.



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We acknowledge your clients' position with respect to section 37 of the *Conveyancing and Law of Property Act*, but respectfully disagree that your clients are entitled to a remedy thereunder. Without providing exhaustive reasons for that conclusion, we note that a review of the case law demonstrates that a court will only grant relief under that section in limited circumstances, where it would be *unjust* to require the removal of the encroaching structures. That is not the case here. To the contrary, the seriousness of forcing Laurentian to permanently give up the use of part of its property, versus the cost of removing the Encroachments (and the fact that there may be other avenues, including insurance, available to compensate your clients for those costs) weighs against granting relief to your clients under section 37.

Reserving all of our client's rights in this matter, Laurentian is willing to give your clients a reasonable amount time to remove the Encroachments, but notes that this matter has now been outstanding for some time. We invite you to contact us to discuss a schedule for the removal of the Encroachments and request that you do so at your earliest opportunity.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Sarah J. Turney

SJT/sr