

UTILITY DEALINGS WITH FREEMEN-ON-THE-LAND AND OTHERS RAISING “ORGANIZED PSEUDOLEGAL COMMERCIAL ARGUMENTS”

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Introduction

Utilities sometimes find themselves interacting with individuals who contend that they are not subject to generally applicable laws and obligations, such as the need to pay income taxes or utility bills. These individuals often attempt unilaterally to impose legal obligations upon others by the use of ornate-looking documents and procedures full of jargon resembling (but not quite amounting to recognizable) legal terminology.

In a small number of cases, these individuals have resorted to physical violence.

The courts have sometimes struggled with the confused and convoluted tactics of such individuals, which can consume a great deal of court time and interfere with matters such as tax enforcement proceedings, criminal prosecutions and family cases relating to child or spousal support. In 2012, Associate Chief Justice Rooke of the Alberta Court of Queen’s Bench penned a detailed decision addressing these tactics in the case of *Meads v Meads*.¹ In that decision, he characterized their proponents as “a category of vexatious litigant” and labelled

them “Organized Pseudolegal Commercial Argument” (“OPCA”) litigants.²

This article will address OPCA tactics which may be encountered by utilities, and in particular how utilities might best deal with OPCA proponents to minimize the associated costs and risks.

How Do You Recognize an OPCA Proponent?

Many OPCA proponents are associated with informal groups or ideologies, such as “natural persons,” “sovereign citizens,” and “Freemen-on-the-Land”. Despite the different labels, they appear to borrow many of their ideas and approaches from each other, often through online forums. While OPCA proponents may have a variety of worldviews, they are united by, and may be identified by, certain characteristics:³

[4] OPCA litigants do not express any stereotypic beliefs other than a general rejection of court and state authority; nor do they fall into any common social or professional association. Arguments and claims of this

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¹ *Meads v Meads*, 2012 ABQB 571, [2012] WWR 419 [*Meads*]. This case was apparently the second-most-viewed case on CanLII (an online resource of Canadian case law accessible without charge) in 2013 and 2014: Slaw, online: <<http://www.slaw.ca/2014/12/16/have-you-read-2014s-top-cases/>>.

² *Meads*, *supra* note 1 at para 1.

³ *Ibid* at para 4; cited with approval in *Bossé v Farm Credit Canada*, 2014 NBCA 34, 419 NBR (2nd) 1 at paras 45-46.

nature emerge in all kinds of legal proceedings and all levels of Courts and tribunals. This group is unified by:

1. a characteristic set of strategies (somewhat different by group) that they employ,
2. specific but irrelevant formalities and language which they appear to believe are (or portray as) significant, and
3. the commercial sources from which their ideas and materials originate.

This category of litigant shares one other critical characteristic: they will only honour state, regulatory, contract, family, fiduciary, equitable, and criminal obligations if they feel like it. And typically, they don't.

Characteristic Strategies

Characteristic strategies of OPCA proponents may include:

- asserting that statutes have no effect due to some defect in their enactment or the authority of the enacting legislature;⁴
- asserting that the OPCA proponent is only subject to "common law", "natural law", or "God's law";⁵
- asserting that a municipality, province or Canada is a corporation;⁶
- asserting that all interactions are contractual;⁷
- citing as legal authority obsolete, foreign or otherwise irrelevant works such as the Magna Carta, the *Constitution of the United States* or U.S. legislation such as the *Uniform Commercial Code*, admiralty law, the Bible (usually the King James version), and out-of-date

versions of the *Income Tax Act* or Black's Law Dictionary;⁸ and

- sending notices which claim to be binding legal documents such as contracts, waivers of rights, etc. (sometimes with deadlines by which a lack of response is said to be acceptance of contractual terms or other consequences) or "fee schedules" which purport to impose payment obligations on other parties.⁹

Formalities and Language

Examples of formalities and language use employed by OPCA proponents may include:

- the use of name-based strategies such as insistence on use of peculiar formats to name themselves and others (";john-jack:doe:"), denial of aspects of their identities to avoid obligation and liability (distinguishing between "John Jack Doe" and "JOHN JACK DOE" or between one's personal and corporate self), claiming to have copyrighted or trade-marked their names, and formalizing descriptions of themselves so as to assert purported rights ("John Jack Doe, sui generis, a man, hereby claiming all rights *nunc pro tunc*");¹⁰
- the use of particular phrases such as "flesh and blood man", "free will full liability person", "sovrán" (from "sovereign") or arguments that the OPCA proponents are "agent" or "secured party" for themselves;¹¹
- the use of abnormal formats or elements in mailing addresses, particularly with regard to postal codes ("near [v7z1k4]");¹²
- the out-of-context use of documents purporting to be legal documents such

⁴ *Meads*, *supra* note 1 at paras 298-301, 343-345, 387; *Fearn v Canada Customs*, 2014 ABQB 114, 94 Alta LR (5th) 318 at paras 65-74 [*Fearn*].

⁵ *Meads*, *supra* note 1 at paras 228, 248; *Fearn*, *supra* note 4 at paras 47-60.

⁶ *Meads*, *supra* note 1 at paras 178, 222, 384; *Fearn*, *supra* note 4 at paras 65-69.

⁷ *Meads*, *supra* note 1 at paras 222, 379-404; *Fearn*, *supra* note 4 at paras 65-69.

⁸ *Meads*, *supra* note 1 at paras 228-229, 248; *Fearn*, *supra* note 4 at paras 39, 47-60.

⁹ *Meads*, *supra* note 1 at paras 447-528; *Fearn*, *supra* note 4 at paras 61-64, 195-200.

¹⁰ *Meads*, *supra* note 1 at paras 206-213; *Fearn*, *supra* note 4 at paras 10, 160.

¹¹ *Meads*, *supra* note 1 at para 221; *A.N.B. v Hancock*, 2013 ABQB 97, 55 AR 364 [*Hancock*], at paras 8, 71-72; *Bank of Montreal v Rogozinsky*, 2014 ABQB 771 at Appendix "E".

¹² *Meads*, *supra* note 1 at paras 231-237; *Fearn*, *supra* note 4 at Appendix "A".

as affidavits, notices of objection, and liens;¹³

- the out-of-context use of legal terminology and concepts such as judgment, estoppel, waiver of tort, immunity, and the phrase “accepted for value”;¹⁴ and
- particular reliance upon formalization through registered mail, notaries and notarization, certified copies of documents and use of fingerprints or particular colours of ink on documents.¹⁵

Commercial Sources

The commercial sources for OPCA tactics are profit-oriented “gurus” who purport to educate others in various strategies intended to circumvent legal consequences and to frustrate the rights of governments, corporations and individuals. *Meads v Meads* addressed these gurus and their strategies:¹⁶

[73] A critical first point is an appreciation that the concepts discussed in these Reasons are frequently a commercial product, designed, promoted, and sold by a community of individuals, whom I refer to as “gurus”. Gurus claim that their techniques provide easy rewards – one does not have to pay tax, child and spousal support payments, or pay attention to traffic laws. There are allegedly secret but accessible bank accounts that contain nearly unlimited funds, if you know the trick to unlock their gates. You can transform a bill into a cheque with a stamp and some coloured writing. You are only subject to criminal sanction if you agree to be subject to criminal sanction. You can make

yourself independent of any state obligation if you so desire, and unilaterally force and enforce demands on other persons, institutions, and the state. All this is a consequence of the fact gurus proclaim they know secret principles and law, hidden from the public, but binding on the state, courts, and individuals.

[74] And all these “secrets” can be yours, for small payment to the guru.

[75] These claims are, of course, pseudolegal nonsense. A judge who encounters and reviews OPCA concepts will find their errors are obvious and manifest, once one strips away the layers of peculiar language, irrelevant references, and deciphers the often bizarre documentation which accompanies an OPCA scheme...

While OPCA proponents may have fallen prey to such gurus financially, they have also exercised their own judgment in advancing OPCA strategies and should therefore be held responsible for the time and money which they cause others to expend.

Principles of OPCA Proponents

OPCA proponents take issue with the applicability of the law and the legal system to them, challenging or refusing to abide by “state, regulatory, contract, family, fiduciary, equitable and criminal obligations”¹⁷ which meet their disfavour. They may advance arguments that the legal system does not apply to them because a higher law applies and takes precedence (such as “common law”, natural law, admiralty law, merchant law, or the laws as recorded in a particular version of the Bible). They may

¹³ *Meads*, *supra* note 1 at paras 42, 135, 175, 181, 303, 397, 448, 477, 484-486, 496, 695-713, 482; *Fearn*, *supra* note 4 at paras 6, 178, 211, Appendix “A”; *Perreal v Knibb*, 2014 ABQB 15 at paras 8-13. In the case of *Dempsey v. Envision Credit Union*, 2005 BCSC 1730, an individual attempted to assert the applicability of divine law through a “Constructive Notice of Child of God Status”.

¹⁴ *Meads*, *supra* note 1 at paras 217-219, 223, 302-370, 508, 477-478, 484-485, 488, 531-543; *Fearn*, *supra* note 4 at para 42; *Hancock*, *supra* note 11 at paras 71-72.

¹⁵ *Meads*, *supra* note 1 at paras 11, 211-212, 214-216, 243, 273-274, 344, 546, 688, 696.

¹⁶ *Meads*, *supra* note 1 at paras 73-75.

¹⁷ *Ibid* at para 4.

assert that the government is illegitimate, and incapable of passing binding laws, due to a defect of past legislation or a defect of officials' oaths or some other technical shortcoming. Fundamentally, however, they are grouped together because of their unconventional approaches to denying their obligations.

Documents Used by OPCA Proponents

Certain documents are characteristic of OPCA tactics and may be encountered by utilities, often as forms which are filled in or varied by individual customers.

As noted above, a frequent OPCA tactic is to attempt to unilaterally foist obligations on others, including police officers, courts, and court personnel. The OPCA proponent might send a document purporting to impose a fine, declare that the OPCA proponent is no longer required to pay income taxes or meet another obligation, or establish a contractual relationship. Sometimes documents in this category claim to be binding if the recipient does not disagree or meet some other condition within a specified time frame. Associate Chief Justice Rooke in *Meads v Meads* refers to these purported obligations as foisted unilateral agreements, and notes that they do not create binding legal obligations and are in that sense examples of "magic hats" (gimmicks relied upon as though they imparted legal immunity).¹⁸ A unilaterally imposed agreement is not an agreement at all, of course, as it reflects the wishes of only one party. Where OPCA proponents attempt to use foisted unilateral agreements to restrict the court, the attempt is not only ineffective but a challenge to the operation of the court which constitutes *prima facie* civil contempt.¹⁹

Few OPCA cases involve enforcement of utility payment obligations, perhaps because service is often simply disconnected for non-payment. One utility-related decision that has made it before the courts is *R v Leis*, a criminal

case in which OPCA proponent Stuart Leis was committed to custody for breach of a conditional sentence order which required that he not communicate with public officials except in the course of their normal duties.²⁰ In a clear example of a unilaterally foisted obligation, Mr. Leis purported to appoint the Director of Vital Statistics as his power of attorney and directed utilities to send his bills to the person holding that office. His defence was to deny the validity of the conditional sentence order; it was unsuccessful both before the lower court and upon appeal.

OPCA proponents have also attempted the unilateral imposition of agreements to discharge debt, and of penalties on lawyers attempting to collect on debts.²¹

A British Columbia utility, BC Hydro, has been targeted by the unilateral foisted agreement tactic, which is being actively encouraged by the person or persons operating the "BC-Freedom.com" website in the context of the utility's past-due notices and smart meter installations (although the website's operator(s) do not expressly link themselves to any particular OPCA group and it is not clear whether they seek payment for the information provided).²² The website offers step-by-step instructions on how to supposedly "Void Alleged Past Due Notices" and "Voiding alleged BCUC MCP Approval Notification".²³ The latter reference is to the BC Utilities Commission's approval of charges related to BC Hydro's Meter Choices Program, by which eligible customers were given a choice between installation of a smart meter, installation of a radio-off smart meter, or continued use of their existing meter (the latter two options require payment of certain charges).²⁴ The website's proponent(s) claims that:

- (a) once a customer "voids for defect" a past due notice or overdue notice from BC Hydro and returns the original to BC

¹⁸ *Ibid* at paras 447-528.

¹⁹ *Fearn*, *supra* note 4 at paras 195-196.

²⁰ *R. v Leis*, 2008 SKQB 123, 77 WCB (2d) 323, aff'd 2008 SKCA 103.

²¹ *Gravlin v Canadian Imperial Bank of Commerce*, 2005 BCSC 839, 140 ACWS (3d) 447.

²² Online: BC-Freedom <bc-freedom.com>.

²³ "Voiding Alleged Past Due Notices", online: BC-Freedom <<https://bcfreedom.files.wordpress.com/2014/03/void-alleged-past-due-notices1.pdf>>; "VOIDING *alleged* BCUC MCP APPROVAL NOTIFICATION", online: BC-Freedom <<http://bcfreedom.files.wordpress.com/2014/06/void-alleged-bcuc-mcp-approval-notification.pdf>>.

²⁴ *Application for Approval of Charges Related to the Meter Choices Program* (25 April 2014), British Columbia Utilities Commission, Decision, online: BCUC <http://www.bcuc.com/Documents/Proceedings/2014/DOC_41266_04-25-2014_BCH%20Meter%20Choices_Decision_G-59-14.pdf>.

Hydro, the notice is void for fatal defect; and

- (b) once a customer sends certain documentation to BC Hydro by registered mail, and it is signed for by BC Hydro without rebuttal, the customer has ended his or her obligation to pay legacy meter charges.

These claims have not been considered by courts or tribunals.

One form of unilaterally imposed agreement which is worthy of particular note is the “fee schedule”, which purports to be an agreement requiring specific payments to the OPCA proponent if a certain action is taken or a certain result occurs. The courts have uniformly refused to enforce so-called agreements of this sort.²⁵

The fee schedule tactic may be employed by OPCA proponents in matters involving utilities. In a British Columbia case, a company operating a trailer park resisted enforcement actions undertaken by a safety authority in relation to the condition of power poles and equipment by refusing to comply, demanding payments under a fee schedule, and eventually commencing legal proceedings against individual representatives of the safety authority. The court rejected the fee schedule as “a nonsensical concoction designed to hinder and harass those against whom such claims are made” and awarded partial special costs.²⁶

A utility (which preferred not to be identified) reported having recently received “notice of liability” forms which included fee schedule clauses with the following language:

9. A fee schedule of _____ United States Dollars (_____) per day for any and all harm shall be due and payable to Claimant/Libellant, or to another recipient or organization if specified in writing by the Claimant/

Libellant.

10. Any fees not paid within thirty days of presentment of a true bill, you agree to a lien against you, subject to levy, distraint, distress, certificate of exigency, impound, execution and all other lawful and or commercial remedies, including but not limited to Private Discharging and Indemnity Bond **RW 602 596 009 CA**.

The amounts filled in at the blank spaces by different senders varied from US\$10,000 to \$20,000, but also included “100 ounce troy 0.9999 fine gold”.

Variations Among OPCA Proponents

OPCA proponents vary widely in their personal and political views and in their approaches to resisting their obligations. They may have extreme right wing views²⁷ or extreme left wing views;²⁸ some assert religious foundations for their beliefs;²⁹ others base their tactics in First Nations rights.³⁰ It should not be assumed that the views of one OPCA proponent or group are shared by others who adopt similar tactics. Frustrating (or worse) experiences with an OPCA proponent should not result in disproportionate responses to others.

It may be that some OPCA proponents take more issue with form than substance. For example, they may wrongly think that payment of a bill with a particular naming format will deprive them of a right in some other forum, while having no particular objection in principle to paying for services used. Acceptance of bill payment under protest might be appropriate in some circumstances.

What Are the Risks Associated with OPCA Proponents?

OPCA proponent customers pose significant challenges and potential risks to utilities.

²⁵ *Meads*, *supra* note 1 at paras 505-511.

²⁶ *Gidda v Hirsch*, 2014 BCSC 1286, at para 84.

²⁷ *Warman v Warman*, 2005 CHRT 36.

²⁸ *Jackson v Canada (Customs and Revenue Agency)*, 2001 SKQB 377.

²⁹ *Sandri v Canada (Attorney General)*, 2009 CanLii 44282 (ON SC), 179 ACWS (3d) 811; *Pappas v The Queen*, 2006 TCC 692.

³⁰ *The Natural and Sovran-on-the-Land, Flesh, Blood and Bone North American Signatory Aeriokwa Tence Kanienkehaika Indian Man v Canada*, 2011 ONSC 1308; in B.C. two individuals assert that they constitute the Sovereign ©Skwxwú7mesh-Squamish™ Government, online: <<http://www.sovsquamishgov.org/>> (not to be confused with the Squamish Nation Government).

Wasted Time

Usually the main difficulty OPCA proponents cause utilities is that inordinate time may be consumed in dealing with them in which little or nothing is accomplished. A utility (which preferred not to be identified) emphasized the significant customer relations staff time required for each of its OPCA proponent interactions. OPCA proponents can be clever and well-spoken, and some are skilful at navigating and taking advantage of procedures and policies.

Identification of OPCA proponents can limit wasted time and separate such customers from those more likely to be advancing legitimate concerns. Of course, customers should be dealt with in a consistent fashion and an OPCA proponent customer's concerns, if legitimate, should be addressed accordingly.

Utilities may be confronted with the issue of OPCA agents or representatives. OPCA proponents have sometimes attempted to have agents or representatives who are OPCA gurus speak before the courts on their behalf. Generally speaking, while anyone may act on his or her own behalf, only lawyers (and certain others, such as articling students, who may do so to a limited extent) are permitted by law to represent others in court.³¹ Utilities may rely upon their policies and, where applicable, privacy legislation to limit their interactions with persons other than customers.

To avoid duplication of customer relations staff efforts, it may sometimes make sense to have a single staff person deal with a particular OPCA proponent. This person will then have familiarity with the OPCA proponent and past interactions.

Where utility bills are unpaid, or other customer obligations unmet, and the OPCA proponent relies upon the tactics described in this article or in *Meads v Meads*, the utility should look to its tariff and standard disconnection practices.

Potential Violence

In some cases, OPCA proponents have resorted to violence or threatened violence.

Two provincial law societies have warned lawyers about potential personal safety issues from OPCA proponents.³² The Law Society of British Columbia issued practice tips noting the common OPCA proponent belief in an unrestricted right to possess and use firearms, and referring to a routine traffic stop of a "sovereign citizen" that ended in the death of two police officers in the United States.³³ An FBI publication characterized sovereign citizen extremists as a domestic terror movement.³⁴

There are also examples of potentially violent OPCA proponents in Canada. Eldon Warman, a "sovereign natural citizen of the Anglo-Saxon common law", was found guilty of assaulting a peace officer who stopped him to check his commercial vehicle permit.³⁵ Glenn Fearn was specifically described as an OPCA litigant in civil proceedings related to criminal charges for smuggling weapons and ammunition.³⁶ While not alleged to have committed violent acts, he argued before the court that he could use lethal force against Customs Officers if they arrested him unlawfully.³⁷ One media report linked Justin Bourque, accused killer of three RCMP officers, to the Freeman movement (although this connection appears to have been conjectural).³⁸

³¹ See, for example, the *Legal Profession Act*, SBC 1998, c 9, s 15; *Legal Profession Act*, RSA 2000, c L-8, s 106.

³² "OPCA Litigants – The Phenomenon of Freeman on the Land", online: Law Society of Alberta <http://www.lawsociety.ab.ca/default/whats_new/2013/09/25/opca-litigants-the-phenomenon-of-freemen-on-the-land>; "The Freeman-on-the-Land movement", online: Law Society of British Columbia <<http://www.lawsociety.bc.ca/page.cfm?cid=2627>>.

³³ Dave Bilinsky, "The Freeman-on-the-Land movement" (2005) 4 *Bencher's Bulletin* 11, online: Law Society of British Columbia <https://www.lawsociety.bc.ca/docs/bulletin/bb_2012-04-winter.pdf>.

³⁴ Hunter and Heinke, "Sovereign Citizens: A Growing Domestic Threat to Law Enforcement" (September 2011) FBI Law Enforcement Bulletin, online: Federal Bureau of Investigation <<http://www.fbi.gov/stats-services/publications/law-enforcement-bulletin/september-2011/sovereign-citizens>>.

³⁵ *R v Warman*, 2000 BCPC 22, leave to appeal ref'd 2001 BCCA 510.

³⁶ *Fearn*, *supra* note 4.

³⁷ *Ibid* at para 21.

³⁸ Joseph Brean, "Moncton shooting accused may be a classic 'pseudo-commando' with anti-government Freeman ideology" *National Post* (5 June 2014), online: National Post <<http://news.nationalpost.com/2014/06/05/moncton-shooting-accused-may-be-a-classic-pseudo-commando-with-anti-government-freeman-ideology/>>.

One utility (which preferred not to be identified) recounted repeated contact with an OPCA proponent who advised that he was recording telephone conversations with utility staff. He threatened to kill himself publicly and to put the suicide and telephone recordings on an internet video website. The utility contacted the police, who were previously aware of the individual and apparently discussed the matter with him.

While only a small minority of OPCA proponents have threatened or committed violent acts, utilities should nevertheless exercise caution when dealing with any such individuals. Threats of violence should be documented and reported to police and other appropriate authorities. Utilities should elevate precautions when sending staff to visit property associated with known OPCA proponents, such as ensuring that staff do not attend the property alone and that they apprise others of their intention to visit in advance.

Consequences of Insufficient Response

There may also be consequences of ignoring OPCA proponents or failing to sufficiently address their tactics. OPCA proponents should not be automatically ignored or too readily discounted. While demands with no basis need not be complied with or even acknowledged, and a utility is not required to justify each action to OPCA proponents, it is important that utilities comply with their legal and contractual obligations and applicable policies so as to avoid exposure to technical arguments arising from procedural lapses. Legal advice should be sought if there is any doubt as to whether a legal obligation could arise from particular actions.

Background Resources

The lengthy *Meads v Meads* decision makes a colourful, entertaining read. It serves as a resource for those encountering OPCA tactics, particularly in the court system. While it debunks many OPCA tactics, however, it does not lead automatically to the conclusion that use of such tactics invalidates whatever potentially valid rights or arguments the OPCA proponent has.³⁹ Where there are legitimately arguable claims or positions raised or available to an

OPCA proponent, these must be considered and addressed appropriately.

Another helpful resource is the decision of *Fearn v Canada Customs*, a 2014 decision written by Mr. Justice Tilleman of the Alberta Court of Queen's Bench.⁴⁰ It develops some of the conclusions found in *Meads v Meads* and provides further references to case law, including recent decisions.

Recommendations for Utilities Dealing with OPCA Proponents

Utilities may wish to consider the following brief recommendations for dealing with OPCA proponents:

- Some OPCA proponents' concerns can be resolved with appropriate customer relations approaches. A common OPCA proponent theme is denial of one's name or the format of one's name. A utility had recurrent issues of this sort with a customer who refused to pay his bills because the utility spelled his name entirely in capital letters. After much back-and-forth with utility staff, he eventually agreed to monthly prepayment to avoid the issuance of bills addressed to him on that basis. The name denial tactic, of course, can have no possible basis where the OPCA proponent applied for service under that name. Utilities may also wish to look to their tariff disconnection policies if a customer denies that he or she is the person who requested service.
- Do not attempt to meet each novel argument advanced on its merits. Focus on practical and efficient resolution of the matter.
- Provide customer service staff with tools to identify and flag the files of OPCA proponents for future reference. Consider the adoption of specific policies with regard to documenting communications with OPCA proponents and, in particular, the safety of staff interacting with them (such as those attending at property associated with OPCA proponents).
- Look to the tariff or service contract and its obligations. Exercise normal business

³⁹ See *Meads*, *supra* note 1 at para 736.

⁴⁰ *Fearn*, *supra* note 4.

judgment pursuant to those obligations in terms of bill payment, cut-off of service, reinstatement of service, and so on.

- Ensure careful compliance with applicable laws, regulations and policies. Document this compliance rigorously. Lawyers with extensive experience in dealing with OPCA proponents note that these individuals often exhibit an uncanny ability to interpret law and policy, at times raising technical compliance arguments when it is in their interests to do so.
- Remember when defending a legal claim that the applicant is seeking relief from the court or tribunal. In that circumstance, their ability to contest jurisdiction or their own identity should be challenged. For example, an individual asserting he or she is someone else must establish a contractual relationship or some other basis upon which utility services should be provided to him or her. An individual asserting he or she is not bound by the court's jurisdiction should not have brought the proceeding in that court.
- If legal proceedings are brought, bring to the judge's (or decision maker's) attention the cases of *Meads v Meads* and *Fearn v Canada Customs*. Many seemingly novel OPCA strategies have now been addressed comprehensively in these decisions.
- A specific point on which *Meads v Meads* may be helpful is in seeking elevated costs against an OPCA litigant.⁴¹ ■

⁴¹ *Meads*, *supra* note 1 at paras 594-600.