

COURT OF APPEAL FOR ONTARIO

CITATION: Leclerc v. Henderson, 2025 ONCA 81

DATE: 20250131

DOCKET: COA-24-CV-0725

Tulloch C.J.O., Paciocco and Nordheimer JJ.A.

BETWEEN

Louise Leclerc

Plaintiff (Appellant)

and

Martin Henderson, Codie Mitchell, and Aird & Berlis LLP

Defendants (Respondents)

Louise Leclerc, acting in person

Robin S. Brown, for the respondents

Heard: January 28, 2025

On appeal from the order of Justice H  l  ne C. Desormeau of the Superior Court of Justice, dated June 11, 2024.

REASONS FOR DECISION

[1] Ms. Leclerc appeals from the order of the motion judge who dismissed this proceeding pursuant to r. 2.1 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194. At the conclusion of the hearing, we dismissed the appeal with reasons to follow. These are our reasons.

[2] The respondents currently represent a client who is a plaintiff in a Superior Court of Justice action commenced in Toronto. The appellant is a

defendant in the that action. After the statement of claim in the Toronto action was served on the appellant, she issued her own claim against the respondents in a proceeding that she commenced in Cornwall. The many allegations against the respondents in that action all stem from the respondents' representation of their client in the Toronto action.

[3] The motion judge dismissed the Cornwall action as being frivolous, vexatious and an abuse of process. She found that there was no reasonable cause of action demonstrated in the statement of claim.

[4] The appellant has not shown any error in the motion judge's decision. The causes of action alleged include negligence, misrepresentation, fraud, conspiracy, breach of professional duties and others. The allegations in the statement of claim do not make out any of these causes of action, especially when the respondents would not owe professional duties to the appellant, who was not their client.

[5] While the appellant alleges that the respondents are parties to an agreement to injure her, she does not provide any specifics regarding this agreement. In terms of the negligence claim, the respondents do not owe a duty of care to the appellant and, even if some such duty could be found, the appellant does not particularize any actions that would constitute a breach of that duty.

[6] Finally, any issues that the appellant has with the merits of the claims being advanced in the Toronto action must be dealt with in that action, not in a separate proceeding.

[7] It is for these reasons that the appeal was dismissed. We do not make any order as to costs.

“M. Tulloch C.J.O.”
“David M. Paciocco J.A.”
“I.V.B. Nordheimer J.A.”