

CV-13-00492026-0000

Court File No:

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WILLIAM MULLINS JOHNSON

Plaintiff

- and -

CHRISTINE RUPERT

Defendant



STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this Court office, WITHIN TWENTY DAYS after the Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory in Canada or in the United States of America, the proof for serving and filing your Statement of Defence is forty

days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a notice of intent to defend in Form 18B prescribed in the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$ for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

- 1st November - 11
DATE: ~~October~~ / , 2013

Issued by: *A. Vasilunas*

Address of
Court Office: 393 University Avenue
10th Floor
Toronto, Ontario M5G 1E6

TO: CHRISTINE RUPERT
423 Santa's Village Road
Bracebridge, Ontario
P1L 1W8

CLAIM

1. The Plaintiff William Mullins Johnson claims against the Defendant Christine Rupert:

(a) General damages in the amount of \$650,000.00 for fraud, fraudulent misrepresentation, breach of trust, unjust enrichment and intentional infliction of emotional distress;

(b) Punitive, aggravated and exemplary damages in an amount to be determined at trial;

(c) An order sale of residential properties municipally known as 423 Santas Village Road in Bracebridge, Ontario and 147 Stahls Road, Huntsville, Ontario and more particularly described in Schedule "A" hereto;

(d) A Declaration that the Defendant falsely and fraudulently misrepresented to the Plaintiff that she wished to have an intimate relationship with him based on fidelity and trust when, in fact, she never intended, throughout their entire relationship, to be faithful to these representations, neither

permanently or even temporarily which were made solely to induce the Plaintiff to cohabit with her for the purpose of taking financial advantage of him and appropriating his compensation package;

(e) Pre-judgment and post-judgment Interest on the aforesaid amount in accordance with the Courts of Justice Act;

(f) His costs of this action on a substantial indemnity scale;

(g) Such further and other relief as this Honourable Court deems just.

2. The Plaintiff, William Mullins Johnson (hereafter known as "William"), is a Canadian resident who resides in or around the City of Sault Saint Marie.
3. The Defendant, Christine Rupert (hereafter known as "Christine"), resides in Bracebridge, Ontario.
4. William states that he was wrongly convicted in 1994 in the death of his niece. He was released on bail in 2005 and was cleared of the charge in October, 2007. These events were widely publicized and well known to the public.

5. In October, 2010, he received a compensation package in the amount of 4.25 million dollars.
6. The Plaintiff met the Defendant Christine in the summer of 2010 a few months before his compensation came through. Christine was aware at the time of the commencement of their relationship of the pending compensation package.
7. At the beginning of their relationship, Christine falsely and fraudulently represented to William that it was her intention to have a relationship with him, professing deep affection and love for him as well as fidelity, integrity and truthfulness. At that time, the Plaintiff trusted her and had no reason to believe otherwise.
8. At all material times starting with the commencement of the relationship, Christine asked William to move in and live with her and she obtained financial and emotional assistance.
9. Relying upon these representations, William agreed to have Christine live with him and move into his home, had or her personal property put into storage which the

Plaintiff paid on and assumed financial responsibility for most, if not all, of her living expenses.

10. Shortly after receiving his compensation package, the parties hereto became engaged to each other. During this time and for the first two years following the commencement of their relationship, Christine continued to represent to William that she wanted a serious committed relationship with him and for them to share their lives together.

11. Throughout the relationship, Christine's conduct was intentionally aimed at taking advantage of William's affection for her by inducing him to provide her with financial benefits.

12. Eventually, William was told that Christine had been involved in a manipulative scheme with him and her sole intention for her involvement with him was to get her hands on his newly acquired fortune. This revelation shattered him emotionally.

13. William states that Christine never intended to honour her representations of sexual fidelity and intimacy with him, that during her entire relationship with him,

she acted fraudulently knowing that her representations of affection were false and that, at all times, her conduct was calculated to produce the effect which was produced; namely, to benefit her financially from her relationship with him and to maximize all costs born by him.

14. As a result of the Defendant's fraud and misrepresentation, William claims the return of financial benefits received by Christine from him which amounts include:

- (a) the Defendant's financial interest in the two residential properties described above which the Defendant induced the Plaintiff to place in both of their names as joint tenants;
- (b) money spent on travel;
- (c) money spent on paying the Defendant's personal bills and living expenses;
- (d) gifts that were given to the Defendant such as an engagement ring;
- (e) money spent on relocating the Defendant from her home in Waterloo to the Plaintiff's home in Sault Saint Marie;
- (f) money spent by him improving and renovating the properties that were purchased and placed in both of their names;
- (g) money spent on the purchase of a 2011 Chevy Tahoe truck that was purchased for the Defendant in November, 2011;

- (h) rental monies received from tenants occupying the premises located in Huntsville, Ontario referred to above;
- (i) monies placed by the William in a joint account and credit facility used by Christine;
- (j) legal expenses;
- (k) such other losses that may be proven at the trial of this matter.

15. The information that William obtained from reliable third parties that Christine's involvement with him was only a scheme on her part was in accordance with his experience. This included statements made by her towards the end of their cohabitation. This included that Christine found him sexually disgusting and did not regard him as a member of her family.

16. The Plaintiff believes that the benefits received by the Defendant as a result of her false representations resulted in financial benefits to her of approximately \$650,000.

17. As a result of the Defendant's fraud and misrepresentations, the Plaintiff also sues for the following damages:

- (a) Severe shock;
- (b) Pain and suffering;
- (c) Mental distress;
- (d) Loss of enjoyment of life;
- (e) A decline in his health;
- (f) Humiliation;
- (g) Such other damages as may be proven at the trial of this action.

18. The Plaintiff claims punitive and exemplary damages against the Defendant on the grounds that the Defendant made representations to him which she had no intention to honour solely for her own financial benefit and maliciously exploited his vulnerability and weaknesses accumulated as a result his wrongful detention.

19. The Plaintiff pleads that as a result of the Defendant's acts as described herein, he has suffered losses and damages and that he is entitled to the relief claimed above.

20. The Plaintiff pleads that such funds as the Plaintiff may have contributed to the expenses that the parties incurred resulted from financial credit that the Defendant developed as a result of the Plaintiff's financial support for her.

21. The Plaintiff pleads that his losses described herein arose as a direct result of the fraudulent misrepresentation and breach of trust of the Defendant as pleaded herein.

22. In the alternative, the Plaintiff pleads that as a result of the Defendant's wrongful conduct, the Defendant has been unjustly enriched to the detriment of the Plaintiff in the total sum of \$650,000 in addition to interest thereon.

23. The Plaintiff proposes that this action be tried in Toronto, Ontario.

- 15th November - ad.
Date: ~~October~~ / , 2013

JOSEPH MARKIN
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M5T 1S2

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LSUC #14403W
Solicitor for the Plaintiff

SCHEDULE "A"

423 Santas Village Road, Bracebridge, Ontario

Legal Description: PT LT 8 RCP 550 MONCK as in DM334683; BRACEBRIDGE; THE DISTRICT MUNICIPALITY OF MUSKOKA

47 Stahls Road, Huntsville, Ontario

Legal Description: PT LT 18 CON 12 CHAFFEY PT 7, 35R4712; HUNTSVILLE; THE DISTRICT MUNICIPALITY OF MUSKOKA