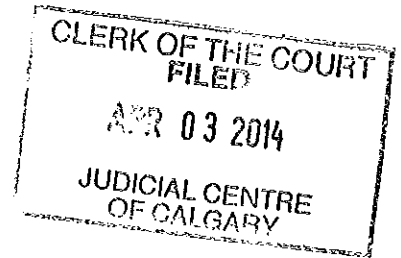


I hereby verify this to be a true copy of  
the original Statement of Defence  
Dated this 3 day of April 2014  
[Signature]  
for Clerk of the Court



COURT FILE NUMBER: 1401 02767

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: Calgary

PLAINTIFF(S): NICHOLAS MCLEOD

DEFENDANT(S): MOUNT ROYAL UNIVERSITY, JEFF  
BEDDOME, BILL BORDEN, SHANNON  
COURTOREILLE, JOHN DOE #1, JOHN DOE  
#2, JANE DOE #1, JOHN DOE LTD.

DOCUMENT: **STATEMENT OF DEFENCE OF MOUNT  
ROYAL UNIVERSITY, JEFF BEDDOME,  
BILL BORDEN and SHANNON  
COURTOREILLE**

ADDRESS FOR SERVICE AND CONTACT  
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File No. 35059-11

1. Except as hereinafter expressly admitted, the Defendants Mount Royal University ("Mount Royal"), Jeff Beddome ("Beddome"), Bill Borden ("Borden") and Shannon Courtoreille (Courtoreille") (together, the "Defendants") deny each and every allegation made in the Statement of Claim.

**Statement of facts relied on:**

2. The Defendant, Mount Royal, was at all relevant times a university as defined in the *Post-Secondary Learning Act*, R.S.A. 2000, c. P-19.5. The correct legal name and style for Mount Royal is "The Board of Governors of Mount Royal University."
3. On February 19, 2013, Mount Royal was the employer of the Defendants Beddome, Borden and Courtoreille (the "Community Officers"). Mount Royal acknowledges that those Defendants were acting within the course and scope of their employment with Mount Royal on that date.

4. The Defendants, Beddome, Borden and Courtoreille, were at the relevant times employed as security personnel by Mount Royal.
5. The Plaintiff was present on Mount Royal's premises on February 19, 2013, without notice to Mount Royal. Mount Royal did not invite the Plaintiff to its premises, nor grant prior permission to him to so attend.

**Any matters that defeat the claim of the Plaintiffs:**

6. At all material times, the Community Officers discharged their duties in a fair, thorough and professional manner, in good faith and without malice towards the Plaintiff. At all material times, the Community Officers were doing what they were required and authorized to do in the administration or enforcement of Mount Royal policies and procedures, were acting on reasonable grounds, and used only such force as was reasonably necessary in the circumstances.
7. The Defendants, or any of them, deny that they committed any wrongful, unlawful or tortious acts toward the Plaintiff. Specifically and without limiting the generality of the foregoing, the Defendants deny that:
  - (a) Any of the Community Officers committed battery, used excessive or unreasonable force on the Plaintiff, or engaged in any unlawful "harmful or offensive conduct" towards his person at any time;
  - (b) The Plaintiff's property was unlawfully searched or seized, including but not limited to the SD memory card from the Plaintiff's cell phone;
  - (c) The Plaintiff was unlawfully detained or arrested; and
  - (d) Any of the Defendants breached any rights of the Plaintiff under the common law, or pursuant to the *Charter*.
8. In reply to paragraph 9 of the Statement of Claim as a whole, the Defendants deny the commission of any unlawful, intentional acts, or direct or vicarious liability for said acts, as alleged or at all.
9. In specific reply to paragraph 9(e) of the Statement of Claim, any use of force by the Community Officers was reasonable in the circumstances and applied in the lawful exercise of their duties.
10. In specific reply to paragraph 9(f) of the Statement of Claim, the Defendants deny that the *Charter* is applicable in these circumstances.
11. In the alternative, if the *Charter* is applicable, which is denied, the Defendants specifically deny that the Plaintiff's *Charter* rights were breached, as alleged or at all.
12. In the further alternative, if any of the Defendants breached any provision of the *Charter*, which is denied, the breach was inconsequential, or was made in good faith and without malice, and does not invite a *Charter* remedy. The Defendants

deny that the Plaintiff is entitled to any remedy pursuant to s. 24 of the *Charter*, whether declaratory or in damages.

13. In specific reply to paragraph 10(a), the Defendants deny any failure to take reasonable care towards the Plaintiff, as alleged or at all.
14. In specific reply to paragraph 10(b) through (g) of the Statement of Claim, the Defendants did not jointly or severally owe a duty of care to the Plaintiff with respect to any of the negligence claimed therein. Those allegations do not disclose a cause of action against any of the Defendants.
15. In the alternative, to the extent that any duty of care was owed to the Plaintiff, which is denied, the requisite standards of care were met.
16. The Defendants deny that the Plaintiff has suffered injury, loss or damage as alleged in the Statement of Claim, or at all.
17. In the alternative, if the Plaintiff has suffered any injuries, loss or damage, which is denied, then such injuries, loss or damages were the result (either partially or totally) of medical or psychological conditions pre-existing or unrelated to the events alleged in the Statement of Claim.
18. In the further alternative, if the Plaintiff has suffered any injury, loss or damage, which is denied, the Plaintiff has failed to mitigate properly, or at all, any injury, loss or damage suffered.
19. In the further alternative, if the Plaintiff has suffered any injury, loss or damage, which is denied, the Plaintiff's injuries were caused or contributed to by his own unlawful and other actions, particulars of which include:
  - (a) Attending on Mount Royal's premises without prior notice, consent or permission;
  - (b) Failing to follow the lawful directions of the Community Officers;
  - (c) Physically resisting the lawful efforts of the Community Officers to cease his activities; and
  - (d) Such other particulars as may be proven at the trial of this action.
20. The Defendants, or any of them, deny that their conduct was high-handed, harsh, vindictive, malicious, arbitrary or reprehensible, and state that an award of aggravated or punitive damages is not appropriate or warranted in the circumstances.

**Remedy sought:**

21. The Defendants ask that the action against him be dismissed with costs on a solicitor-and-own-client basis.