CITATION: Maclure v. Teeuwen, 2026 ONSC 3168
COURT FILE NO.: CV-22-00000102-0000 (Guelph)
DATE: May 29 2026

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
Ian Richard Maclure	)	Nelson Wan, Counsel for Maclure
	)	
Plaintiff	)	
	)	
– and –	)	
	)	
	)	
	)	Vilko Zbogar, Counsel for Teeuwen
Erinn Teeuwen and	)	
	)	
Maureen Jefferson	)	
	)	
Defendants	)	
	)	
	)	
	)	
	)	**HEARD:** April 27 & 28, 2026
	)	

JUSTICE G.D. LEMON

REASONS FOR JUDGMENT

The Issues

[1] Mr. Maclure resides in Guelph and Ms. Teeuwen resides in Newmarket. Mr. Maclure is Ms. Teeuwen's uncle. Ms. Jefferson is the mother of Ms. Teeuwen and the sister of Mr. Maclure.

[2] Mr. Maclure claims that the $177,000.00 that he advanced to Ms. Jefferson on April 12, 2018, was a short-term, fixed-term loan to assist Ms. Teeuwen in buying a house. That loan was to be repaid by Ms. Teeuwen by August 11, 2018. In the alternative, Mr. Maclure claims that Ms. Teeuwen has been unjustly enriched in the same amount.

[3] Ms. Teeuwen agrees that she owes a debt to Mr. Maclure but claims that the repayment of that sum is contingent upon the resolution of her family law matter. Until that resolution, the funds from the sale of her matrimonial home are tied up in trust pending court direction. She says that the family law matter is scheduled for final arbitration on June 22-25, 2026. She therefore says that this action is premature as any default on the loan has not yet occurred.

[4] Further, Ms. Teeuwen submits that the debt should be reduced because there was a 1% interest acquired by Ms. Jefferson and her husband (valued at $5,750.00). Accordingly, the value of the benefit she received from Mr. Maclure was $170,998.65.

[5] The claim against Ms. Jefferson was resolved prior to trial, and she did not participate in the trial.

[6] For the following reasons, I find that Ms. Teeuwen owes Mr. Maclure $148,955.03 plus pre-judgment interest. The loan was a demand loan, and Mr. Maclure made a demand for repayment on March 7, 2022.

The Background

[7] The parties filed a Statement of Agreed Facts at the outset of trial. Edited somewhat, those facts are as follows.

[8] On June 3, 2015, Ms. Teeuwen and her husband separated. Ms. Teeuwen commenced divorce proceedings, and the matrimonial home was sold on January 25, 2018, for $1,155,000.00. After payment of mortgages, taxes, and fees, the net proceeds of sale in the amount of $305,163.56 was paid into trust pending court order or a written agreement between the parties.

[9] Accordingly, those trust funds were not available to Ms. Teeuwen when she wanted to purchase a new home in 2018. On or about January 30, 2018, Ms. Teeuwen paid a deposit of $10,000.00 toward the purchase of a property in Newmarket.

[10] In March and April 2018, discussions took place between Mr. Maclure, Ms. Teeuwen, and Ms. Jefferson relating to that purchase. The outcome of those discussions is the topic of this litigation.

[11] On April 12, 2018, Mr. Maclure purchased a bank draft from RBC in the amount of $177,000.00 payable to Ms. Jefferson. This was intended to assist with the Newmarket house purchase. Mr. Maclure used his line of credit to obtain the funds.

[12] Despite the issue of when the money was to be repaid, it is agreed between Mr. Maclure and Ms. Teeuwen that Ms. Teeuwen would pay the interest paid by Mr. Maclure on the line of credit.

[13] On April 12, 2018, Mr. Maclure signed a “gift letter”. The gift letter stated that Mr. Maclure was providing a gift in the amount of $177,000.00 to Ms. Jefferson and her husband to be used as part or all of the down payment on the Newmarket home purchase. The Jeffersons also signed this document. On April 18, 2018, Mr. Maclure signed another gift letter which was identical to the previous gift letter except that the dates had changed. The gift letter was then provided to the mortgage broker for the home purchase. It is agreed that all parties understood that the gift letter was executed for the purpose of obtaining mortgage approval.

[14] On April 19, 2018, Ms. Jefferson purchased a bank draft from CIBC, with funds from the Jefferson’s joint account, in the amount $176,748.65. That draft was payable to MP Law Professional Corporation which was the law firm acting on behalf of Ms. Teeuwen and the Jeffersons in respect of the purchase.

[15] On April 24, 2018, Ms. Teeuwen and the Jeffersons took title to the Newmarket home. Ms. Teeuwen acquired a 99% interest in the property, and the Jeffersons jointly took a 1% interest in the property. The total purchase price was $575,000.00.

[16] On closing, the 1% interest acquired by the Jeffersons was therefore worth $5,750.00.

[17] Ms. Teeuwen and Mr. Maclure did not sign a written loan agreement. Ms. Teeuwen acknowledges her obligation to repay Mr. Maclure for the benefit that she received from Mr. Maclure through Ms. Jefferson.

[18] On April 11, 2019, an amount that had been held in trust in Ms. Teeuwen's family law proceedings was paid out to her by order of the court. That totalled $91,535.00. On April 16, 2019, Ms. Teeuwen provided Mr. Maclure with a bank draft in the sum of $50,000.00.

[19] On August 31, 2020, Ms. Teeuwen e-transferred $700.00 to Mr. Maclure.

[20] On October 2, 2020, Ms. Teeuwen e-transferred $400.00 to Mr. Maclure.

[21] On October 6, 2020, Ms. Teeuwen e-transferred $300.00 to Mr. Maclure.

[22] On November 16, 2020, Ms. Teeuwen e-transferred $350.00 to Mr. Maclure.

[23] On September 26, 2022, Mr. Maclure paid off the principal balance on the line of credit, and on October 3, 2022, he made the final interest payment on the line of credit. Between April 12, 2018, and October 3, 2022, Mr. Maclure paid $23,956.38 in interest on the line of credit.

[24] Finally, the parties agree that if Mr. Maclure is successful in this action, he is entitled to prejudgment interest at the rate of 0.5% from October 3, 2022, until the date of judgment. They also agree that the documents in the Joint Book of Documents as filed are authentic copies and are admissible at the trial.

The Evidence

[25] The parties filed affidavits as their evidence in chief and then attended trial for cross-examination.

Mr. Maclure

[26] Significant facts in Mr. Maclure's affidavit are as follows:

> Being an uncle and wanting to help a family member who was going through a contentious divorce, I wanted to help Erinn.
>
> I then offered to Erinn that I could obtain funds from my line of credit with my bank the Royal Bank of Canada (the "Line of Credit") to provide her with the loan, but she would be responsible for all charges and interest of the Line of Credit. She agreed to this arrangement.
>
> Erinn and I agreed verbally over the phone the following terms of the loan:
>
> > (a) Erinn is solely responsible for paying all charges and interest incurred on the Line of Credit; and
> >
> > (b) The loan was to be short-term which is repayable by Erinn within three to four months.
>
> …
>
> Erinn never disputed she owed me the Funds in any of the text message or email we exchanged. Further, she never asserted in any

> of the correspondence that she does not have to pay me the balance of her loan until the completion of her family law matter.
>
> …
>
> I deny I ever agreed, whether verbally or in writing, that I would receive repayment from Erinn at the settlement of her family law case.

[27] In cross-examination, Mr. Maclure acknowledged that the two did not discuss a calendar date for payment, but they had agreed on three to four months.

Ms. Teeuwen

[28] In her affidavit, Ms. Teeuwen says that:

> Our agreement was that I would repay Ian once I had access to the money that was tied up in my family court proceedings. Before Ian advanced the money, I told him about my divorce case and about my money being tied up in trust, and that my ability to repay him depended on that case being resolved. I did not agree, and I could not possibly have agreed, to a specific repayment date since I had no control over when I might be able to access the funds that I was entitled to.
>
> …
>
> I told Ian that if he was able to help, I would pay him back after I got my money out of the family court proceedings.
>
> Ian told me that he understood. He said that he could help, but he would have to get the money from his line of credit. He said that I would have to cover all of the interest on the line of credit in addition to paying back the principal. I agreed to those terms.
>
> I again explained to Ian the uncertainty of my family proceedings. …
>
> Based on our conversation, I understood that Ian and I had an agreement whereby Ian would provide around $175,000 to me to assist with my down payment, that I would repay Ian at the conclusion

> of my family law matter, and that I would also be responsible to cover Ian's interest payments on the line of credit.
>
> …
>
> Ian and I had no discussion at all about a specific repayment date, or even a general repayment time frame. Ian did not mention that he wanted to be repaid within any particular time frame or that his assistance would be conditional upon agreement on a repayment date. I also did not suggest or agree to any repayment time frame. I told Ian clearly that I could not repay him until the outcome of my family law proceeding and I explained why. At that time, I had no idea when my family proceedings would conclude.
>
> …
>
> I never gave my word that I "needed a 3 or 4 month loan."

Credibility

[29] The parties agree that there was no written agreement between them. The oral evidence between the two parties differs about the term of the loan but they do agree that there was a loan. Each party asks that I accept their testimony over the other.

[30] In cross-examination, Mr. Maclure admitted that he was not honest in signing the gift letter and that he was deceiving the mortgage lender. Ms. Teeuwen could not bring herself to admit that in court. Instead, she blamed the idea on the mortgage lender. However, in her text of April 3, 2018, Ms. Teeuwen states that "my parents have to sign a gift letter to me, which means, the funds from you would be transferred to them." Later in the email, she refers to Mr. Maclure as "my lender." Clearly, she knew that the mortgagee was not being given the truth.

[31] Accordingly, they both lied to the mortgage broker that the funds in issue were a gift. Ms. Teeuwen lied to finance her new home. Mr. Maclure lied to assist his niece. Both lied over an amount of $177,000.00 that had implications for a $575,000.00 purchase. I can understand why each did what they did, but they have shown themselves to be quite capable of lying about the issues here. I have considered their testimony with that in mind.

[32] Fortunately, there are many objective documents to consider in my deliberations. I have relied on those documents where they differ from the witnesses' evidence in court.

Authorities

[33] In this case, I am to determine, on a balance of probabilities, what the term of the loan was. Was it a short-term loan of approximately three to four months or was it to be repaid after the resolution of the family law proceedings?

[34] However, if I cannot make that determination, "[w]here no time is fixed for repayment of a loan, and no other terms are mentioned, the loan is repayable on demand": *Urbas v. Home Savings*, 2015 ONSC 6399, at para. 51; *Skuy v. Greennough Harbour Corporation*, 2012 ONSC 6998, at para. 31.

Analysis

Term of the Loan

[35] The record has many helpful objective items of evidence to support both cases. The Statement of Agreed Facts is important along with the many references to the term of the loan in the texts ands emails between the parties.

For Ms. Teeuwen's Benefit

[36] In her text to Mr. Maclure on April 3, 2018, Ms. Teeuwen states "that money is to be repaid to you after the court releases the funds." Mr. Maclure did not respond to or correct that reference but now disagrees that the funds were to be held until the matrimonial proceedings were completed. He says that he misunderstood the meaning of what Ms. Teeuwen was referring to, but he acknowledges that he failed to clarify that with her.

For Mr. Maclure's Benefit

[37] Mr. Maclure's evidence was that this was to be a "short term loan of three to four months but they had not discussed an agreed upon calendar date."

[38] Ms. Teeuwen says that the loan was payable when the family law proceedings were completed; however, she admittedly made payments before that.

[39] In her evidence, Ms. Teeuwen often interchanged that the loan would be paid "at the conclusion of my family law matter" with "after the court releases the funds." If the first, then her payment of $50,000.00 when some of the money was

released hinders her case. Any payments before the resolution of the family law proceedings would be contrary to the agreement that she alleges.

[40] On July 19, 2019, Mr. Maclure said:

> When I put this together for you, I believed this was going to be a short term loan, however we have reached the year and a half mark.

[41] Ms. Teeuwen did not deny that the funds were owing and not yet due. Instead, she said “I too am getting screwed by this.” She then described how she was attempting to get “a loan of my own so this won’t affect you.” She would not have had to do that if the loan was to be paid on resolution or release of the house funds.

[42] On August 4, 2020, Ms. Teeuwen responded to Mr. Maclure’s request for payment. To that she said, “Please know that I’ve been working on how to get you all the money you’re owed ASAP.” She added that she had also contacted her mortgage broker “for obvious reasons.” Again, she would not have to do that if the parties had agreed that the debt would be paid on resolution or release of the house funds.

[43] On October 12, 2021, Ms. Teeuwen wrote to Mr. Maclure:

> Just a quick update, I’ve got a lender and the paperwork is almost done. I will send you more information once it’s complete. I can’t apologize enough for the incredible delay and since I don’t trust Mike and his lawyer will keep their word to be ready for settlement this week, I’m ensuring I have a back up plan to pay you out completely.

[44] On November 11, 2021, Ms. Teeuwen confirmed to Mr. Maclure that she was pushing her banker and home appraiser because “I told them I have a $150,000 debt that must be paid ASAP.”

[45] In short, there is nothing in the texts and emails from Ms. Teeuwen that raises the alleged time for payment until demand is made for payment. Her emails show her to be doing everything she can to have Mr. Maclure be paid before she says that the funds were due. All of that supports Mr. Maclure’s position.

Consideration of the Evidence

[46] The onus is upon Mr. Maclure to persuade me on a balance of probabilities that the term of the agreement was as he submits. However, on all of the evidence, I cannot be certain of what was agreed upon.

[47] As set out above, I cannot rely on either of their testimony to clarify what is meant in the communications.

[48] Overall, the communications are supportive of Mr. Maclure’s position, but they are also consistent with a niece making every effort to assist her uncle by paying the debt sooner than required. Given the nature of the loan, it would be an ungrateful niece who would respond by effectively saying: “Leave me alone, the debt is not yet due.”

[49] Similarly, Mr. Maclure's texts are consistent with a frustrated, but still supportive, family member. It would be a cruel uncle who would demand immediate payment as three to four months went by. There is no dispute that he was carrying a debt for a long time and the communications show that both were frustrated by that situation.

[50] Ultimately, I find that the texts are consistent with two parties who did not put their mind to the term of the loan because both thought it would be short term without considering how the future might unfold. That is supported by Ms. Teeuwen's evidence that the parties "had no discussion at all about a specific repayment date, or even a general repayment time frame." That is not supportive of her case and is therefore more reliable than the rest of her evidence.

[51] For those reasons, I find that no date for payment was agreed upon.

[52] Without an agreement as to the term of the loan, the admitted loan must be a demand loan. There is no doubt that Mr. Maclure made that demand on March 7, 2022. The debt is now owing.

Amount of the Loan

[53] Pursuant to their list of issues to be determined, the parties have also asked me to decide what was the amount of the funds advanced by Mr. Maclure to Ms. Jefferson that actually benefitted Ms. Teeuwen.

[54] The Statement of Agreed Facts continues to describe the relevant events.

[55] It is agreed that Mr. Maclure advanced $177,000.00 to Ms. Jefferson for purposes of the house purchase in April of 2018. With those funds, Ms. Jefferson then applied $176,748.65 to the credit of the house purchase.

[56] On March 31, 2023, Ms. Teeuwen's mortgagee offered to renew the mortgage on home in the principal amount of $358,351.89, at 4.84% (5-year fixed) or Prime -0.85% (5-year variable). The offer required approval of all registered owners by April 30, 2023, failing which the mortgage would automatically renew into a 6-month convertible fixed term rate.

[57] The Jeffersons did not provide their approval, and so the mortgage was automatically renewed for a 6-month term at a fixed rate of 7.99%. This meant that Ms. Teeuwen paid approximately $5,644.00 more in mortgage interest than she would have paid if the Jeffersons had agreed to the fixed term mortgage renewal offer.

[58] On or about October 24, 2023, Ms. Teeuwen and the Jeffersons reached an agreement whereby the Jeffersons would transfer their 1% interest in the home to Ms. Teeuwen, and she would release them from liability with respect to the transfer. On November 9, 2023, the Jeffersons transferred their 1% interest in the home to Ms. Teeuwen.

[59] Ms. Teeuwen takes the position that the value of the 1% interest acquired by Ms. Jefferson and her husband (valued at $5,750.00) should be excluded, and that the value of the benefit she received was $170,998.65.

[60] Mr. Maclure concedes that the value of benefit received by Ms. Teeuwen is no more than $176,748.65. Accordingly, as between these parties, his claim is for $176,748.65 and not the $177,000.00 set out above.

Analysis

[61] Ms. Teeuwen says that:

> Ian then advanced $177,000 to my mother Maureen. Initially, I understood that the plan was for Maureen to gift the money to me, but then, instead, Maureen and Peter provided the funds to our real estate lawyer and Maureen and Peter went on title to the property as 1% owners. This all happened very quickly, and all under the guidance of the mortgage broker.
>
> …
>
> My next update to Ian was on July 21, 2021. I again advised Ian that despite my continued efforts to persuade Mike to release funds and comply with court-ordered disclosure, I remained unsuccessful, which persisted in preventing repayment. Ian thanked me for the update and said that if the matter goes beyond October 2021, he thought that remortgaging might be my best option. I agreed at the time. I could not remortgage without the cooperation of my parents who were 1% owners (and I was no longer on speaking terms with my mother at that time) but I did proceed to investigate the option.
>
> …
>
> Those facts relate to a secondary question that has arisen in this case since Ian started the lawsuit, which is whether the amount I am to repay Ian includes the value of the interest that Maureen and Peter

> acquired in title to the property at 406 Eagle St. It is agreed that the value of that interest was $5,750 on the closing date in April 2018.
>
> In around July 2018, there was a breakdown in the relationship between my mother Maureen and me. This led to escalating conflict. Without going into the details, the conflict ultimately led to my withdrawing contact with her.
>
> In September 2022, in anticipation of a mortgage renewal scheduled for April 2023, Peter or Maureen (they shared the same email account) advised that they would not cooperate with the refinancing ("getting involved with your property") as long as there was an outstanding balance owed to Ian.
>
> As stated in the Statement of Agreed Facts, Maureen and Peter did not in fact cooperate on the mortgage renewal in March 2023, and this cost me about $5,644 in additional financing charges because I was left with no other option. I then instructed counsel to negotiate to get them off title. That ultimately resulted in a settlement, leading to a transfer and a release in October/November 2023. This cost me $4,500.23 for legal fees. …
>
> I did not benefit from Maureen and Peter acquiring a 1% interest in title to 406 Eagle St. I did, through counsel, eventually negotiate the transfer of their 1% interest to me. However, their leverage of the power of their 1% interest on title cost me over $10,000, compared to the $5,750 value that Maureen and Peter acquired using part of the money that Ian advanced to Maureen.

[62] In cross-examination, Ms. Teeuwen agreed that Mr. Maclure was not involved in the discussions that led up to the Jeffersons being on title in April of 2018 or the transfer of that interest to her in 2023.

[63] I can see no merit to this submission. Ms. Teeuwen asked for help from Mr. Maclure in the amount of $177,000.00. He agreed and followed her instructions. In return, she obtained a home for her and her children. The fact that Ms. Teeuwen

then entered into other agreements with respect to those funds that did not turn out as she wished, cannot be to Mr. Maclure's detriment.

[64] In the same way that Mr. Maclure has reduced his claim to $176,748.65 because of his relationship with the Jeffersons, Ms. Teeuwen's relationship with the Jeffersons should not affect his claim. Ms. Teeuwen received the funds advanced as requested; how she spent that money does not affect the debt owed.

Interest

[65] While the Joint List of Issues refers to a dispute about interest, that calculation appears to be resolved by my finding of what amount is owing. That has now been decided. If I have misunderstood that issue, written submissions may be made within 15 days.

Limitations Act

[66] Ms. Teeuwen raises a final defence that the claim is statute barred by the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B. She relies on s. 4 of the Act to say that the claim has been brought too late. That section reads:

> Unless this Act provides otherwise, a proceeding shall not be commenced in respect of a claim after the second anniversary of the day on which the claim was discovered.

[67] Ms. Teeuwen says that if the loan was due as alleged in August of 2018, a claim dated April 12, 2022, is out of date.

[68] That submission fails to consider s. 13(1):

> If a person acknowledges liability in respect of a claim for payment of a liquidated sum, the recovery of personal property, the enforcement of a charge on personal property or relief from enforcement of a charge on personal property, the act or omission on which the claim is based shall be deemed to have taken place on the day on which the acknowledgment was made. [Emphasis mine.]

[69] The Statement of Agreed Facts confirms that the last payment by Ms. Teeuwen was made November 16, 2020. Accordingly, on the agreed facts, the debt was acknowledged on November 16, 2020, and the action needed to be commenced by November 16, 2022. See: *Royal Bank of Canada v. Sacred Heart Seniors Health and Recreation Center Inc.,* 2026 ONCA 348.

[70] In any event, throughout most of this litigation, Ms. Teeuwen has acknowledged the debt. The action is not defeated by the *Limitations Act*.

Result

[71] On that basis, I agree with Mr. Maclure that judgment should go as follows.

[72] Ms. Teeuwen shall pay Mr. Maclure the sum of $148,955.03 ($176,748.65 original benefit, plus $23,956.38 line of credit interest, less $51,750.00 repaid).

[73] Ms. Teeuwen shall pay prejudgment interest on $148,955.03 at the rate of 0.5 per cent per annum from October 3, 2022, until the date of judgment.

Costs

[74] If costs cannot be agreed upon, Mr. Maclure shall provide his costs submissions within the next 15 days. Ms. Teeuwen shall provide her response within 15 days thereafter.

[75] Each submission shall be no more than three pages, not including any Bills of Costs or Offers to Settle. No reply submission will be accepted unless I request it. If I have not received any submissions within the time frames set out above, I will assume that the parties have resolved the issue and I make no order as to costs.

[76] Neither party need include the authorities upon which they rely so long as they are found in CanLII and the relevant paragraph references are included.

[77] Any costs submissions shall be forwarded to my office in Guelph by electronic transfer to SCJ.JudicialAssistant.Guelph@ontario.ca. All submissions will also be uploaded to Case Center at the same time as they are sent to me.

Gordon Lemon

Digitally signed by Gordon Lemon
Date: 2026.05.29 14:27:30 -04'00'

Justice G. D. Lemon

Released May 29, 2026

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COURT FILE NO.: CV-22-00000102-0000 (Guelph)
DATE: 2026 May 29

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SUPERIOR COURT OF JUSTICE

BETWEEN:

Ian Richard Maclure

Plaintiff

– and –

Erinn Teeuwen and Maureen Jefferson

Defendants

REASONS FOR JUDGMENT

Justice G.D. Lemon

Released: May 29, 2026