Federal Court  Cour fédérale

Date: 20220314

Docket: T-356-18

Citation: 2022 FC 342

Ottawa, Ontario, March 14, 2022

PRESENT: The Honourable Mr. Justice Pamel

BETWEEN:

JAMIE J. GREGORY

Plaintiff

and

HER MAJESTY THE QUEEN

Defendant

JUDGMENT AND REASONS

I. Nature of the claim

[1] The plaintiff, Mr. Jamie J. Gregory, has been an inmate in several federal penitentiaries and is self-represented in this matter. While serving time at Donnacona Institution [Donnacona], a federal maximum security prison located just west of Quebec City, Mr. Gregory suffered a knee injury on December 24, 2012, and now seeks, amongst other things, $700,000 in damages from Her Majesty the Queen [the Crown] on account of what he alleges is the failure of employees or administrators of Correctional Service Canada [CSC] to provide him with essential

medical care in not having referred him to an orthopedist at the time of his injury, which resulted, according to Mr. Gregory, in him having to endure unnecessary pain and suffering and a more aggravated problem with his knee.

[2] By order dated December 2, 2020, and at the request of the parties pursuant to the *Practice Direction and Order (COVID-19): Update #5* (June 25, 2020), Mr. Justice Martineau ordered the trial of this matter to be determined in writing and concluded a schedule for the completion of trial preparation, including the filing of affidavit testimony and provisions to deal with objections to testimony and cross-examination questions, as well as the filing of final pleadings and a book of exhibits. I have now completed my review of the material filed by the parties and hereby render my decision.

II. Background and proceedings

[3] Christmas Eve 2012 saw Mr. Gregory playing ball hockey in the exterior courtyard within Donnacona during one of the recreational periods. While having control of the ball and looking to pass, Mr. Gregory suddenly and unexpectedly found himself on the ground; he felt no pain at that moment, but when he tried to move, he felt pain in his left leg and knee "like [he had] never experienced in [his] entire life". Using his hockey stick as support, Mr. Gregory dragged himself to the prison health care centre [clinic] – the primary health care unit for inmates within CSC institutions – to seek medical assistance. The doctor contracted by CSC to be available at Donnacona, Dr. Jean Morin, was on call and not at the clinic at the time; the attending nurse – the first responder for emergencies and assessment of common health care problems according to CSC policy – assessed Mr. Gregory's knee, determined that a further

examination by a doctor was required, and co-ordinated with prison security to arrange for Mr. Gregory to be escorted to Enfant-Jésus Hospital in Quebec City for further examination. Mr. Gregory could not recall very much of his interaction with the nurse and could not remember whether he was provided any medication prior to being transferred to the hospital.

[4] At Enfant-Jésus Hospital, Mr. Gregory was examined and treated by Dr. Yves Tardif, whose report included a prescription for anti-inflammatory medication and instructions for the use of crutches by Mr. Gregory. Mr. Gregory testified that he recalls Dr. Tardif saying: "you have damage to your knee [Mr. Gregory thinks that the doctor may have referred to ligament damage] but there is nothing that I can do for you, so you are going to go back to the Institution with a prescription and instructions for the doctor". Dr. Tardif's report to Dr. Morin indicated a probable grade 2 injury and noted that <u>if a follow-up was needed, the on-call orthopedist needed to be contacted to schedule an appointment</u> (emphasis added as this issue is at the core of Mr. Gregory's claim). Back at Donnacona, Mr. Gregory was provided with crutches and a one-week supply of anti-inflammatory medication to be taken twice per day. According to his testimony, Mr. Gregory asserts that he was thereafter provided with the necessary medication for 28 days per month but had to purchase the medication from other inmates to cover the remaining days in each month.

[5] At the request of Mr. Gregory, the attending nurse at the clinic met with him on January 2, 2013, and scheduled an appointment for him with the CSC-contracted physician. Ms. Nancy Massicotte, Regional Director of Health Services at CSC, testified that a consultation with a contracting physician is undertaken by the nurses at the institution's clinic, who are part of

CSC's health services staff. At the time, the nurse noted that Mr. Gregory was not using his crutches – contrary to the instructions of Dr. Morin; Mr. Gregory was reminded of the importance of using his crutches as part of his rehabilitation. In his testimony, Mr. Gregory indicated that the nurse had failed to indicate in her notes that he had taken to using a wheelchair that was already on his living unit for another inmate and had given back the crutches that were provided to him. Mr. Gregory also testified that he stopped using the crutches because the prison guards would make fun of him for walking slowly when using them.

[6] Mr. Gregory continued to experience pain, and following a further request to see a doctor, he was examined on February 1, 2013, by Dr. David Lesage, another CSC-contracted doctor available at Donnacona. It is unclear what was discussed as Mr. Gregory cannot remember this visit to the clinic, however, the notes of Dr. Lesage seem to suggest that Mr. Gregory was still playing hockey and was advised to stop. Three months later, on May 2, 2013, Mr. Gregory was examined by a nurse at Donnacona's walk-in clinic, and was again seen by Dr. Morin on May 14, 2013, during which time the doctor recommended that Mr. Gregory undertake stretching exercises to assist with the rehabilitation of his knee; Dr. Morin again prescribed anti-inflammatory medication for him. Mr. Gregory testified that Dr. Morin pushed and pulled on his shin, causing him substantial pain, and concluded that it was "just a knee sprain". Mr. Gregory also testified that Dr. Morin did not explain how he was to undertake the stretching exercises. In fact, Mr. Gregory adds that neither Dr. Morin nor Dr. Tardif nor Dr. Lesage ever mentioned anything about a grade 2 injury or the option of seeing an external orthopedist, if required, and that he, Mr. Gregory, only found out about Dr. Tardif's instructions about possibly scheduling an appointment with an orthopedist following the

response Mr. Gregory received from an access to information request in 2017. Mr. Gregory further asserts that he was not allowed to book any external appointments with physicians on his own, as this was the responsibility of Donnacona's health care services. This is confirmed by Ms. Massicotte, who testified that only the contracting physicians are permitted to sign consultation requests for inmates to see outside medical specialists; the contracted doctors are the only ones with the ability to decide when a referral is needed for an inmate and with the authority to make such referral.

[7] On or about June 18, 2013, Mr. Gregory was transferred to Drummond Institution [Drummond], a federal medium security prison located in Drummondville, Quebec, and was assessed by a nurse and asked the standard questions, such as those regarding dietary needs and medical requirements. Mr. Gregory's medical file indicates that a month later, on July 18, 2013, he was examined by a nurse, at which time he requested pain medication; Mr. Gregory was then scheduled to see Drummond's contracted doctor, Dr. Jean-Marc Courteau. Mr. Gregory asserts in his testimony that contrary to the nurse's report, he, in particular, his knee, was not examined by the nurse. It is also unclear from the evidence whether Mr. Gregory was ever seen by Dr. Courteau.

[8] In September 2013, Mr. Gregory was transferred from Drummond back to Donnacona following an incident of "institutional trafficking" resulting in the overdose death of another inmate – Mr. Gregory says that he was later exonerated. Mr. Gregory remained at Donnacona for 13 months, until October 2014, when he was transferred to Archambault Institution [Archambault], a federal medium security prison located in Sainte-Anne-des-Plaines, Quebec; he

was seen by the attending nurse upon his arrival. Mr. Gregory testified that between the time of his injury in 2012 and his transfer to Archambault in 2014, neither Dr. Lesage nor Dr. Morin had requested a follow-up examination in order to assess his recovery. In fact, Mr. Gregory testified that since his injury in December 2012, he had only been examined by CSC-contracted doctors twice – in February 2013 (Dr. Lesage) and in May 2013 (Dr. Morin) – and that for nearly two years, no concern was given to his "short-term wellness and recovery" or to his "long-term health" and CSC allowed his "major trauma to go untreated by an expert in orthopedics as was recommended". Mr. Gregory argues that only an expert in orthopedics or sports medicine would be able to properly assess his injury. He summarizes the issue in his testimony as follows:

> [31] There are no doubts that the two (2) contracted Doctors should have made a referral for me with an orthopedist, considering the pain and swelling that I continued to have during my years of 2013 and 2014, after my accident. In the least, a referral in orthopedics should have been made while in their care and control, particularly, when the contracted Doctors named in the above, are not experts in the field of orthopedics and are therefore not authorized to make such diagnosis as Dr. Morin had, that « it was just a serious sprain » [*sic*] and nothing more. . . .
>
> . . .
>
> [43] This fact being [*sic*] very important to the matter of recklessness and disregard for my long-term health, which has brought us here before the Court. It is an important fact, because it is only an expert in the fields of Orthopedics or a doctor of Sports Medicine who can make a determination or diagnosis of a knee injury. . . .
>
> [44] With that being fact, the other three (3) institutional contracted Doctors (Dr. Lesage, Dr. Morin, and Dr. Coche) should have rightfully referred me to an external expert for examination, unless one of them is or was a specialist in Orthopedist or Sports Medicine of course. [Italics, underlining and boldface omitted.]

[9] Ms. Massicotte confirmed in her testimony that none of the physicians who treated Mr. Gregory when incarcerated at Donnacona requested a consultation with an orthopedist or with any other specialist. That said, Mr. Jonathan Ouellet, Regional Manager of Clinical Services at CSC, testified that for a three-year period – between September 27, 2013 and December 7, 2016 – Mr. Gregory did not submit any request to be seen by a physician; Mr. Ouellet stated that he had read every note in Mr. Gregory's medical file within that period of time and had not seen any notes from a nurse indicating any concerns brought up by Mr. Gregory in regards to his knee or his foot. Mr. Gregory argues that the contracting doctors should have nonetheless followed up with him and arranged for him to be seen by an orthopedist.

[10] Mr. Gregory testified that sometime in 2016, another inmate who happened to be a registered personal trainer took an interest in why Mr. Gregory was not training and after being told the story of Mr. Gregory's accident, began to work with Mr. Gregory to rehabilitate and strengthen his knee's integrity. Eventually, Mr. Gregory was able to move more, becoming more confident that he would recover from his injury. However, he asserts that at no time since his injury did the CSC-contracted doctors recommend rehabilitation therapy other than stretching exercises.

[11] Mr. Gregory was still experiencing pain when he saw Archambault's contracting doctor, Dr. Edgar Coche, at the prison clinic on January 5, 2017; Dr. Coche recommended that Mr. Gregory continue with his "stretching exercises". Three months later, on April 4, 2017, Mr. Gregory went to see the nurse at the Archambault clinic; he admitted during his testimony that he had been playing hockey at the time, which caused his knee to become "grossly inflamed

and very painful". On April 12, 2017, Mr. Gregory was examined by another CSC-contracted doctor, Dr. Raphaël Fiore-Lacelle, who happened to have experience in sports medicine. Mr. Gregory testified that Dr. Fiore-Lacelle said "that he was referring [him] for an MRI at the Hospital". Mr. Gregory's medical record confirms that he was prescribed medication, and a magnetic resonance imaging [MRI] exam was ordered for his knee. According to Mr. Gregory, "this is when the negligence towards [his] medical requirements and better overall health and wellbeing had ended."

[12] The MRI took place on October 3, 2017, at the Cité-de-la-Santé Hospital in Laval. The report showed a lateral meniscus tear of Mr. Gregory's left knee, however, the ligaments and tendons were intact. On October 25, 2017, Dr. Fiore-Lacelle met again with Mr. Gregory to discuss the MRI results and the surgical options; he requested a consultation with an orthopedist at the request of Mr. Gregory. The medical records also indicated that:

a. Mr. Gregory experienced intermittent pain for several months, although he was able to undertake sporting activities. In fact, Mr. Gregory had played hockey two days prior to his appointment with Dr. Fiore-Lacelle; and

b. Dr. Fiore-Lacelle gave Mr. Gregory advice on exercises for his left foot and continued to prescribe medication and the use of crutches for Mr. Gregory.

[13] Mr. Gregory had also, some time earlier, developed plantar fasciitis under his left foot, although it is not clear whether that was as a result of the injury to his knee. Following a complaint of pain in the area, Mr. Gregory was examined by Dr. Fiore-Lacelle at the clinic in Archambault on January 3, 2018; it was noted in Mr. Gregory's medical record that (1) the pain

to his left foot had diminished but was still sensitive, (2) advice on exercises were given by the doctor and (3) further treatment was possible depending on the evolution of Mr. Gregory's condition. After missing his physiotherapy session on January 18, 2018, Mr. Gregory attended three sessions between February 2, 2018 and March 2, 2018, with the physiotherapist, Mr. Benoit Turcot, for his plantar fasciitis while awaiting his meniscectomy for his knee.

[14] It may be that Mr. Gregory's knee surgery was initially cancelled, maybe even twice, but on September 12, 2018, he was taken to the Cité-de-la-Santé Hospital for arthroscopic surgery on his meniscus and left knee, having first met with the orthopedic surgeon some time earlier. In the post-operative report, Dr. Sarantis Abatzoglou outlines the extent of the injury to Mr. Gregory's knee and indicates that 50% of the meniscus was removed; Dr. Abatzoglou stated that he was satisfied with the surgery and that Mr. Gregory should be seen at the clinic in seven to 10 days to check on the wound and begin physiotherapy. Mr. Gregory testified that following the surgery, he continued to regularly inject cortisone into his knee and that six months after the surgery, he again started to experience knee pain, which remains persistent to this day and requires cortisone injections every six months in order to manage the pain.

[15] On January 23, 2020, Mr. Gregory attended the Regional Reception Centre affiliated with Pierre-Boucher Hospital for an X-ray of his left knee; the report suggests minimal femorotibial osteoarthritis without further significant anomaly in other compartments of the knee. On September 16, 2020, Mr. Gregory had another MRI of his knee at the Cité-de-la-Santé Hospital in Laval, and he says that he continues to suffer from the injury he suffered to his knee on the fateful Christmas Eve in 2012.

[16] Mr. Gregory's testimony on the medical care he received after his April 12, 2017, visit with Dr. Fiore-Lacelle was nothing but complimentary. His claim, both as regards his pleadings as well as his testimony, is focused on what Mr. Gregory asserts as being the lack of adequate medical care he received from the CSC-contracted doctors and, by extension, CSC between December 2012 and April 2017. His testimony was clear:

> [68] When seeing the extent that medical staff have gone to for me and my persistent knee problems after my surgery. It is made clearly obvious that during the time period of 2013 to 2017 after I had had my accident at the maximum security institution, the tending Doctors (Dr. Lesage, Dr. Morin and Dr. Coche) being long-time serving physicians for CSC are more concerned about ensuring that their contracts are renewed or extended; by limiting the amount of external expenses for fees and specialist(s) that need to be paid for from the fiscal budget, had been negligent. With little concerns for the long-term physical effects that I had experienced, and still do today, after my major knee trauma went untreated.
>
> [69] On April 12th 2017, Dr. Raphaël Lacelle, had broken that chain of neglectful conduct and began the process of interventions that were aimed to try and better my quality of life. Since this time noted, I have received what I can honestly say is 110% better Healthcare than that which I had previously experienced while under the care and control of Correctional Services Canada, between the years of 2013 to 2017, after my accident. [Italics, underlining and boldface omitted.]

[17] As regards the nursing staff at the clinics within CSC institutions, Mr. Ouellet testified that all nurses employed by CSC must act within their scope of practice and may not exercise a professional activity reserved to members of another professional order. In other words, nurses cannot undertake the activities of a doctor and must limit their activities to:

i. assessing every patient who shows up at the clinic, within the limits of their knowledge and competencies;

ii. in the case of a medical emergency, providing emergency care, applying prescribed treatment or medication under collective order or personnel order and referring the patient to a community hospital when the institution-contracted doctor is not present or available to provide instructions;

iii. ensuring that every patient receives the treatment and medication prescribed by a doctor;

iv. co-ordinating appointments between patients and the institution's contracted physicians;

v. completing the progress notes in the patient's medical file following every visit at the clinic.

[18] In addition, adds Mr. Ouellet, following the clinical assessment of an inmate, nurses must, if necessary and according to their professional judgment, refer the inmate to the primary care physician of the institution; in the event of a question regarding treatment, nurses must inform the physician and document everything in the patient's file. As regards prioritizing inmates, Mr. Ouellet testified during cross-examination that the priority for levels of care are determined based on the nursing staff assessment, the medical evaluation, changes in the patient's state of health and the medical information on file. In addition, a nurse cannot take sole charge of the health follow-up of a patient. The physician on file is responsible for ensuring the medical follow-up and providing follow-up instructions to the treatment team, and decisions related to any medical interventions for an inmate are made exclusively by the physicians. Specifically as regards Mr. Gregory during the relevant period, his name was always put on the

physician's appointment list without undue delay and he was seen by the physician within two to four weeks following his request.

[19] Ms. Massicotte testified that when the clinic receives a diagnosis or a recommendation from an outside medical practitioner, the clinic employee who receives it includes the document in the inmate's medical file. Once the document is reviewed by the contracting physician of the institution, the physician will provide his or her instructions to the medical staff of the clinic as to what treatment plan to put in place for the inmate. Employees of the clinic will then follow the contracting physician's instructions and provide all necessary treatment. No employees of the clinic are involved in developing any injury management plans with the physician. All decisions are made by the physicians under contract with CSC and the clinic follows their instructions. Overall, in her testimony, Ms. Massicotte acknowledged that in accordance with the *Corrections and Conditional Release Act*, SC 1992, c 20 [CCRA], CSC has a duty to provide every inmate with essential health care and reasonable access to non-essential health care and that the provision of health care must conform to professionally accepted standards. The delivery of health services to inmates can occur in different settings. For instance, they are provided in ambulatory health care centres within institutions, regional hospitals, as well as regional treatment and psychiatric centres. At times, inmates may be sent for treatment in the community for emergencies or specialized health care that cannot be provided at a CSC institution. She adds that inmates also have access to health services provided by physicians who are under contract with CSC and who provide medical services within CSC institutions. The services provided by those physicians are described in the contracts between them and the federal government, which require physicians to hold regular clinics at the institutions.

[20] During cross-examination, Ms. Massicotte testified that contracting physicians are not subordinates to CSC and that, in particular, Drs. Morin, Lesage and Coche are not employees of CSC; they are stand-alone professionals in their practice and they have clinical independence in their medical decisions. She also testified that CSC does not interfere with the physician's decision to refer an inmate to a specialist.

[21] On February 22, 2018, Mr. Gregory filed his statement of claim, essentially alleging that CSC was negligent in not providing adequate medical care to him as required by statute, and seeking $260,000 in damages; he later advised that he was increasing his claim to $700,000 in damages. He claims that the liability of the defendant is engaged by the fault and negligence of CSC personnel at the relevant time, including CSC directors, agents, guards, and employees, including employees attached to health and medical services. In particular, Mr. Gregory claims that CSC (1) failed to provide him with the necessary medical care while he was incarcerated, (2) neglected to follow up on Mr. Gregory's condition and provide for follow-up care following his accident, thus omitting to comply with the duties incumbent upon CSC, (3) acted recklessly towards Mr. Gregory's health and medical condition, with knowledge of the consequences, (4) failed to allow Mr. Gregory to consult a doctor following his injury within a reasonable time, and (5) acted with total imprudence towards Mr. Gregory's medical condition, security and integrity.

[22] Following the dismissal on May 25, 2018, of the defendant's motion to strike Mr. Gregory's statement of claim pursuant to paragraph 221(1)(a) of the *Federal Courts Rules*, SOR/98-106, the Crown filed its statement of defence, in which it denies any wrongdoing on the part of CSC employees and adds that the medical doctors with whom CSC contracts to provide

medical services to inmates are not employees or servants of CSC or the Crown, and thus the Crown cannot be liable for any negligence on the part of the contracting doctors, which is in any event denied. CSC also argues that, regardless, Mr. Gregory contributed to his injury and that no causal link was established between the damages asserted by Mr. Gregory and any alleged fault.

[23] Following Mr. Gregory's reply, the Attorney General filed a motion seeking summary judgment and dismissal of the claim, primarily on the grounds that Mr. Gregory's action is prescribed (time-barred) under article 2925 of the *Civil Code of Québec* [Civil Code]. On February 6, 2019, Justice Grammond dismissed the Crown's motion for summary judgment as he found that only part of the claim was prescribed – Mr. Gregory was alleging a continuing fault on the part of CSC extending over a period of about five years ending in October 2017, when Mr. Gregory underwent his first MRI, in which case "a new prescription period starts every day" of the period of inaction on the part of CSC (*Gregory v Canada*, 2019 FC 153 [*Gregory*]). In addition, Justice Grammond found that Mr. Gregory's claim raised factual issues that can only be resolved by a trial. The Crown argued that regardless of the issue of prescription, any allegations of fault raised in the statement of claim are limited to that of the attending doctors, who are independent contractors for whom the Crown is not liable at law; in his decision, Justice Grammond states that it is "apparent that Mr. Gregory's allegations . . . refer not only to the actions of the doctors, but also those of the nurses, who are undoubtedly employees of the Service, and possibly other persons who manage health services in the penitentiaries where Mr. Gregory resided" (*Gregory* at para 23). Justice Grammond chose not to pronounce himself on the issue of the contractual relationship between CSC and the contracting doctors because the contracts had not been filed in the record before him (*Gregory* at para 36).

[24] As stated earlier, Mr. Justice Martineau ordered that the trial in this matter be determined in writing. The trial record included a list of 11 objections raised by the Attorney General regarding certain statements made by Mr. Gregory in his written testimony, as well as 27 objections to Mr. Gregory's cross-examination questions of the Crown's witnesses; the Attorney General has nonetheless provided answers under reserve of the objections. In rendering my decision, I do not rely on Mr. Gregory's testimony to which the Crown objects, however, I have cited paragraphs 31 and 44 of Mr. Gregory's testimony at paragraph 8 of my decision – I deal with that issue below. At the same time, the Attorney General's objections to Mr. Gregory's cross-examination questions relate mostly, if not entirely, to questions regarding medical records, medical conduct and medical opinions to which the witnesses have no knowledge, and consequently, I need not rely upon them given my decision in this matter. The only questions which arguably relate to the employment status of the contracting doctors and which are relevant to joint issue number (1) below are questions 33 and 34 of the cross-examination of Ms. Massicotte. At questions 33, Mr. Gregory asks:

> [33] I have taken to reviewing the *Federal Public Servants Act*, which has determined what constitutes an "employee". It writes:
>
> - **EMPLOYEE –** a person employed in that part of the *Public Service* to which the **Commission** has exclusive authority to make appointments.
>
> - **PUBLIC SERVICE** – several positions in or under.
>
> a) The department(s) named in ***Schedule 1*** of the ***Financial Administrations*** [*sic*] ***Act***, the **Department of Health** is listed; and
>
> b) The organization(s) named in ***Schedule IV*** to that Act. **The Public Health Agency of Canada** is listed.

> And also having considerations for the ***Financial Administrations*** [*sic*] ***Act***, regarding term contracts. Under **Section 40** of the *Act*, reads: [underline by Plaintiff]
>
> > **Term of contract that money available**
> >
> > **S. 40 (1) – It is a term of every contract providing for the payment of any money by *Her Majesty*, that payment under that contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment under that contract would come in course of payment.**
>
> Can you defend the Defendant's position: **that the "contracted Doctors" working for CSC are not employees, and are therefore cannot** [*sic*] **be held responsible**, after reading the above Legislations which determine what constitutes "employee"? Please explain. [Emphasis in original]

[25] The Attorney General argues that Mr. Gregory is making a legal argument and is asking for the witness's opinion rather than facts. I must agree. Mr. Gregory is putting a set of statutory provisions to the witness and asking the witness to provide the legal basis for the Crown's assertion that the contracting doctors are not employees. I am afraid that Mr. Gregory is simply not asking the right questions of fact which may go to establishing the essence of the relationship between the contracting doctors and CSC. Put the way it was by Mr. Gregory, I must agree with the Attorney General that the question was improper, and thus the objection is maintained.

[26] At question 34, Mr. Gregory asks:

> In each of the signed contractual agreements of the stated institutional doctors is an **oath** that they have taken upon themselves solely and signed their agreement to work for *Her Majesty*:
>
> > **Your proposal is accepted to sell to *Her Majesty the Queen*, in right of Canada, in accordance with the terms and**

> **conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.**
>
> Do you agree then with the statements of the Defendant, that the "contracted doctors". who have willingly sold their **expertise training** to *Her Majesty* for substantial profitable gains, and under the ***Public Health Agency of Canada*** and the ***Department of Health*** are not servants or sub-servants to *Her Majesty*? Please explain. [Emphasis in orginal]

[27] The Attorney General argues that Mr. Gregory is again making a legal argument and is asking for the witness's opinion rather than facts. I must again agree with the Attorney General. Although I address below the issue of the status of the relationship between the contracting doctors and CSC, Mr. Gregory is simply asking the witness to give her opinion as to that relationship. I must maintain the objection of the Attorney General. The question was inappropriate.

III. Issues

[28] Attached to Justice Martineau's Order of December 2, 2020, as Annex A was the following amended joint list of issues:

1. Did Correctional Service Canada (CSC) employees and/or administrators in health services commit a fault by not referring the Plaintiff to an orthopedist following his sporting accident of December 24, 2012?

2. If so, did the fault cause damage to the Plaintiff?

3. What is the quantum of the Plaintiff's damage and does the Plaintiff have a right to seek additional damages against the Crown in the event that future surgeries are required?

> 4. Is the Plaintiff entitled to costs against the Crown under Rule 400 of the *Federal Court[s] Rules*?

[29] As stated, the Attorney General objected to paragraphs 31 and 44 of Mr. Gregory's written testimony, cited at paragraph 8 above, on the grounds that the testimony is irrelevant to the issues at trial, being only those issues set out in Mr. Justice Martineau's Order of December 2, 2020, which are set out above. The Attorney General argues that during an earlier pre-trial conference held before Mr. Justice Pentney, Mr. Gregory agreed to remove the following issue from the list of issues to be determined by the Court:

> Are the doctors who provided medical treatment to the Plaintiff servants of the Crown?

[30] An amended version of the joint list of issues was signed, along with a joint list of witnesses, documents and uncontested facts. Consequently, argues the Attorney General, the liability of the doctors named by Mr. Gregory, as servants of the Crown, is not an issue at trial. Concerning the fault, the Attorney General argues that the only question submitted to the Court is the following:

> Did Correctional Service Canada (CSC) employees and/or administrators in health services commit a fault by not referring the Plaintiff to an orthopedist following his sporting accident of December 24, 2012?

[31] It seems strange to me that this issue was not addressed by the Attorney General in his final written submissions. Mr. Gregory clearly raises the issue of the liability of the doctors who had attended to him between 2012 and 2017, and the Attorney General addressed the issue of whether those doctors are employees of CSC in his final written submissions. Arguably, if I were

to determine that the contracting doctors were employees of CSC, the issue of their liability would be relevant as regards the first issue identified by Mr. Justice Martineau. In any event, I need not deal with the matter considering that I have determined that the contracting physicians are not employees of CSC. In addition, considering my answer to the first question, the second and third issues for trial identified by Mr. Justice Martineau also need not be answered.

IV. Analysis

A. *Did Correctional Service Canada (CSC) employees and/or administrators in health services commit a fault by not referring the Plaintiff to an orthopedist following his sporting accident of December 24, 2012?*

[32] The Crown's obligation towards inmates in terms of health care is set out in sections 85, 86 and 86.1 of the CCRA:

Definitions	**Définitions**
85 In sections 86 and 87,	85 Les définitions qui suivent s'appliquent aux articles 86 et 87.
health care means medical care, dental care and mental health care, provided by registered health care professionals or by persons acting under the supervision of registered health care professionals; (*soins de santé*)	*soins de santé* Soins médicaux, dentaires et de santé mentale dispensés par des professionnels de la santé agréés ou par des personnes qui agissent sous la supervision de tels professionnels. (*health care*)
. . .	[…]
Obligations of Service	**Obligation du Service**
86(1) The Service shall provide every inmate with	86(1) Le Service veille à ce que chaque détenu reçoive les soins de santé essentiels et

(a) essential health care; and

(b) reasonable access to non-essential health care.

qu'il ait accès, dans la mesure du possible, aux soins de santé non essentiels.

Standards

(2) The provision of health care under subsection (1) shall conform to professionally accepted standards.

Qualité des soins

(2) La prestation des soins de santé doit satisfaire aux normes professionnelles reconnues.

Health care obligations

86.1 When health care is provided to inmates, the Service shall

(a) support the professional autonomy and the clinical independence of registered health care professionals and their freedom to exercise, without undue influence, their professional judgment in the care and treatment of inmates;

Obligations en matière de soins de santé

86.1 Lorsque des soins de santé doivent être dispensés à des détenus, le Service :

a) soutient l'autonomie professionnelle et l'indépendance clinique des professionnels de la santé agréés ainsi que la liberté qu'ils possèdent d'exercer, sans influence inopportune, un jugement professionnel dans le cadre du traitement des détenus;

(b) support those registered health care professionals in their promotion, in accordance with their respective professional code of ethics, of patient-centred care and patient advocacy; and

b) soutient ces professionnels de la santé agréés dans la promotion, selon leur code de déontologie, des soins axés sur le patient et de la défense des droits des patients;

(c) promote decision-making that is based on the appropriate medical care, dental care and mental health care criteria.

c) favorise la prise de décisions fondée sur les critères appropriés en matière de soins médicaux, dentaires ou de santé mentale.

[Emphasis added.]

[Je souligne.]

[33] There is no question that CSC was obliged by statute to provide essential health care by registered health care professionals to Mr. Gregory. There is also no issue that the Crown's liability in this matter is governed by sections 3 and 10 of the *Crown Liability and Proceedings Act*, RSC 1985, c C-50 [CLPA], and by article 1457 of the Civil Code. Sections 3 and 10 of the CLPA provide as follows:

Liability	**Responsabilité**
3 The Crown is liable for the damages for which, if it were a person, it would be liable	3 En matière de responsabilité, l'État est assimilé à une personne pour :
(a) in the Province of Quebec, in respect of	a) dans la province de Québec :
(i) the damage caused by the fault of a servant of the Crown, or	(i) le dommage causé par la faute de ses préposés,
(ii) the damage resulting from the act of a thing in the custody of or owned by the Crown or by the fault of the Crown as custodian or owner;	(ii) le dommage causé par le fait des biens qu'il a sous sa garde ou dont il est propriétaire ou par sa faute à l'un ou l'autre de ces titres;
. . .	[…]
Liability for acts of servants	**Responsabilité quant aux actes de préposés**
10 No proceedings lie against the Crown by virtue of subparagraph 3(a)(i) or (b)(i) in respect of any act or omission of a servant of the Crown unless the act or omission would, apart from the provisions of this Act, have given rise to a cause of action for liability against that servant or the servant's	10 L'État ne peut être poursuivi, sur le fondement des sous-alinéas 3a)(i) ou b)(i), pour les actes ou omissions de ses préposés que lorsqu'il y a lieu en l'occurrence, compte non tenu de la présente loi, à une action en responsabilité contre leur auteur, ses représentants personnels ou sa succession.

> personal representative or succession.
>
> [Emphasis added.] [Je souligne.]

[34] The duty to provide essential health care is met when an institution arranges for the services of qualified members of the medical professions, either by employing them or by contracting for their services. In *Oswald v Canada*, 1997 CanLII 16271 (FC) [*Oswald*]), Mr. Justice MacKay stated:

> The Crown's duty to provide essential medical and dental care can only be met by arranging for services of qualified members of the medical and dental professions, among others, either by employing them or by contracting for their services. That duty may well be one the Crown cannot delegate, but the actual provision of the care on a reasonable basis does not render the Crown liable, vicariously, for the acts or negligence of health personnel unless they are "servants" within the meaning of the *Act*.
>
> Here, in my opinion, the duty of the Crown to Mr. Oswald was reasonably met by contracts with qualified medical and dental doctors for their professional services, both within Warkworth and outside, and by provision of care, in the institution's health care centre and services within the institution or outside in the wider community.
>
> [Emphasis added.]

[35] In *Ayangma v Canada*, 1998 CanLII 8926 (FC) at paragraphs 11 and 12, this Court indicated that pursuant to paragraph 3(a) and section 2 of the CLPA, "a servant of the Crown is anyone who is employed by the Crown or acts as an agent for the Crown". In addition, the Crown's civil liability for acts or omissions committed in the province of Quebec is governed by the rules of that province (*Canadian Food Inspection Agency v Professional Institute of the*

Public Service of Canada, 2010 SCC 66 at paras 25 and 26). Article 1457 of the Civil Code states:

1457. Every person has a duty to abide by the rules of conduct incumbent on him, according to the circumstances, usage or law, so as not to cause injury to another.	1457. Toute personne a le devoir de respecter les règles de conduite qui, suivant les circonstances, les usages ou la loi, s'imposent à elle, de manière à ne pas causer de préjudice à autrui.
Where he is endowed with reason and fails in this duty, he is liable for any injury he causes to another by such fault and is bound to make reparation for the injury, whether it be bodily, moral or material in nature.	Elle est, lorsqu'elle est douée de raison et qu'elle manque à ce devoir, responsable du préjudice qu'elle cause par cette faute à autrui et tenue de réparer ce préjudice, qu'il soit corporel, moral ou matériel.
He is also bound, in certain cases, to make reparation for injury caused to another by the act, omission or fault of another person or by the act of things in his custody.	Elle est aussi tenue, en certains cas, de réparer le préjudice causé à autrui par le fait ou la faute d'une autre personne ou par le fait des biens qu'elle a sous sa garde.

[36] As the present matter took place entirely in the province of Quebec, Mr. Gregory has the burden of establishing the elements of the civil extra-contractual liability under the law of that province, which are: (1) the fault; (2) the injury; (3) the causal link between the two; and, if so, (4) the quantum of damages necessary to fully compensate him for the injury suffered (article 1457 of the Civil Code; *Houle c Procureur général du Canada*, 2019 QCCS 1151 at paras 27-32).

[37] Pursuant to sections 3 and 10 of the CLPA, the Crown can only be held liable for the acts or omissions of its servants. In *Farzam v Canada (Minister of Citizenship and Immigration)*, 2005 FC 1659 at paragraph 82, Mr. Justice Martineau briefly explained the principles underlying the Crown's liability arising from the fault of its servants:

> [82] Crown liability is vicarious, not direct. In order for the Crown to be liable, a plaintiff must show that a Crown servant or servants, acting within the scope of employment, breached a duty that was owed to the plaintiff. The plaintiff must also establish that the breach caused the plaintiff injury of a sort that would attract personal liability against a private person. The relevant portion of section 3 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, as amended by S.C. 1990, c. 8, s. 21 (the CLPA) provides as follows: "the Crown is liable in tort for the damages for which, if it were a private person of full age and capacity, it would be liable (a) in respect of a tort committed by a servant of the Crown. The liability arising under subsection 3 of the CLPA is qualified by section 10: "No proceedings lie against the Crown by virtue of the paragraph 3(a) in respect of any act or omission of a servant of the Crown unless the act or omission would apart from the provision of this Act have given rise to a cause of action in tort against that servant or that servants [*sic*] personal representative."

[38] More specifically, section 10 of the CLPA provides that the Crown cannot be held liable for an act or omission of a servant of the Crown unless such act or omission has given rise to a cause of action for liability against that servant. The Court must therefore determine if any of CSC's servants or employees committed a fault within the meaning of article 1457 of the Civil Code, thus engaging the Crown's liability.

[39] The Crown concedes that the administrators – individuals who are "in charge" within the institutions and/or have the authority to make administrative decisions towards offenders – and the health care professionals, such as the nurses and staff members at the clinics, were employed by CSC and were thus servants of the Crown for whose fault the Crown would be vicariously

liable. As for the contracting doctors, although they too are registered health care professionals whose services allow CSC to fulfil its statutory obligations of providing essential health care to inmates, the Crown argues that its duty towards Mr. Gregory to provide essential health care is met by managing health services by qualified professionals in the medical profession by contracting for their services. In other words, CSC elects to provide essential health care services by engaging the doctors as independent contractors; in this way CSC fulfils its statutory obligations but purportedly remains free from vicarious liability in the event of any fault on the part of the contracting doctors.

[40] After reading the proceedings, the written affidavit testimony and the final pleadings of Mr. Gregory, it is clear that the brunt of his allegations of negligence relates to the failure of Drs. Morin, Lesage and Coche, all CSC-contracted doctors who attended to his injury between December 24, 2012 and April 12, 2017, when Mr. Gregory met Dr. Fiore-Lacelle and when, according to Mr. Gregory, "the negligence towards [his] medical requirements and better overall health and wellbeing had ended." Mr. Gregory's pleadings sometimes include language to allege the purported negligence, and breach of statutory duty, of CSC in the broader sense, in particular when he alleges that it was CSC which failed to have him seen by an orthopedist earlier than 2017. However, institutional negligence is not a cause of action, and as stated by the Supreme Court in *Holland v Saskatchewan*, 2008 SCC 42 at paragraph 9: "[t]he law to date has not recognized an action for negligent breach of statutory duty" as, in this case, a breach of the duty to provide essential health care pursuant to sections 86 and 86.1 of the CCRA. If the liability of the Crown is to be engaged, it would only be engaged vicariously, tethered to the fault or negligence of a servant or employee of CSC (*Canada (Attorney General) v TeleZone Inc.*, 2010

SCC 62 at paras 25-29; *9255-2504 Québec Inc. v Canada*, 2020 FC 161 at para 148; *Paradis Honey Ltd. v Canada*, 2015 FCA 89 at para 142; *Apotex Inc. v Canada*, 2017 FCA 73 at para 95). Mr. Gregory has not explained how his case would justify departing from this established legal principle.

[41] In addition, Mr. Gregory also framed his arguments under the common law doctrine of duty of care. However, the duty of care doctrine does not apply in the province of Quebec (*Ludmer v Canada (Attorney General)*, 2018 QCCS 3381 at para 141, aff'd 2020 QCCA 697). In any event, this is not how the issues were framed in Justice Martineau's Order of December 2, 2020.

[42] Turning now to the possible liability of the servants and employees of CSC, let me first address the issue of the nurses and other health care professionals who are part of the staff of CSC. Simply put, Mr. Gregory has not established sufficient facts to support any allegation of fault on the part of the nurses and staff at the various clinics. It is clear from the evidence that the nurses are not authorized to request consultations with outside medical specialists. Mr. Gregory has provided no evidence to support any claim that the nurses or staff should have treated his injuries directly or that they failed to do anything that they should have done as part of their professional duties in respect of such injuries. There is no evidence to establish that the nurses failed to attend to Mr. Gregory when he arrived at the clinic, failed to properly assess his needs or to place him on the list to be seen by the contracting doctor, or failed in any way to perform their professional duties in line with what Mr. Gregory should have expected. The evidence is that CSC was not negligent in its delivery of essential health care to Mr. Gregory because the

health care professionals employed by CSC acted in conformity with the legislation and governing policy, including the guiding principles contained in the *National Essential Health Services Framework*, and *Commissioner's Directive 800 - Health Services* and its associated guidelines.

[43] In his pleadings, Mr. Gregory also makes a bald allegation regarding the negligence of the security guards and other staff and administrators of CSC but has failed to advance any material facts which would support such allegations.

[44] On the whole, Mr. Gregory has not made out a case of fault on the part of the administrators, security guards, nurses and staff at the various clinics within the meaning of article 1457 of the Civil Code.

[45] I now come to the issue of how I am to treat any alleged shortcomings in care by Drs. Morin, Lesage and Coche, who treated Mr. Gregory prior to him being seen by Dr. Fiore-Lacelle in April 2017. I should make clear that Mr. Gregory makes no claim as against either Dr. Fiore-Lacelle or the physiotherapist, Mr. Turcot; nor does he seem to make any claim against Dr. Courteau and, in fact, it is not even clear whether Dr. Courteau ever treated Mr. Gregory at any time. Mr. Gregory claims that CSC failed, through its servants, employees and administrators – which includes Drs. Morin, Lesage and Coche – to refer him to an orthopedist specialist. According to Mr. Gregory, such failure to act by the Crown caused aggravation of his injury and long-term suffering. The Crown's primary defence is that the failure to refer Mr. Gregory to an orthopedist can only be a fault, if at all, of the contracting

doctors who saw him and that those doctors are independent contractors and not employees of CSC. Consequently, the Crown cannot be held liable for their actions under section 3 of the CLPA.

[46] I think it appropriate that, before dealing with the issue of any possible fault, I should first address whether the contracting doctors – in this case Drs. Morin, Lesage and Coche – are employees or servants of CSC. The evidence includes the professional and consulting services contracts of Drs. Lesage and Courteau, and a Dr. Breton, as well as the contract between CSC and the physiotherapist, Mr. Turcot. The relevance of the contract involving Dr. Courteau and certainly Dr. Breton is unclear; no claim is made against Dr. Courteau and Dr. Breton is mentioned nowhere in the factual matrix of this matter. There is also no claim against Mr. Turcot. In addition, it is also unclear why Dr. Morin's contract was not filed. In any event, the evidence before me is that all contracts for the doctors are similar and provide for the same tasks and obligations.

[47] First of all, simply entitling the contract as one for professional services does not, in itself, determine whether or not the doctors are to be treated as servants of the Crown for liability purposes. As outlined by Mr. Justice Grammond in *Gregory*, article 2085 of the Civil Code states that subordination is the hallmark of the contract of employment. The Court must look at the actual relationship between the parties as the characterization that the parties give to their contract does not settle the issue (*1392644 Ontario Inc. (Connor Homes) v Canada (National Revenue)*, 2013 FCA 85 at paras 36-37). The Supreme Court of Canada identified other factors

that may be relevant in determining whether an employment relationship exists in *671122 Ontario Ltd. v Sagaz Industries Canada Inc.*, 2001 SCC 59 at paragraph 47:

> . . . The central question is whether the person who has been engaged to perform the services is performing them as a person in business on his own account. In making this determination, the level of control the employer has over the worker's activities will always be a factor. However, other factors to consider include whether the worker provides his or her own equipment, whether the worker hires his or her own helpers, the degree of financial risk taken by the worker, the degree of responsibility for investment and management held by the worker, and the worker's opportunity for profit in the performance of his or her tasks.

[48] The contracts with the doctors provide for the expected provisions if the doctors are to be treated as independent contractors: the doctors can contract in their name or in the name of their professional corporation; it is the doctors' responsibility to acquire and maintain professional insurance for the duration of the contract as well as all permits, accreditations, certificates and licences required to perform the work; as regards the nature of the work, CSC does not appear to have any form of control over how health care is to be performed other than to insist upon a non-exhaustive list of the essential general medical services that need to be undertaken by the doctors, including, for instance, essential evaluation of physical health, consultation, treatment and primary mental health care; the contracting doctors are to act as primary care physicians and must manage all aspects of health care services for inmates under their care; invoicing and payment structures are set up as well as invoice dispute resolution provisions; there are limitations on what the doctor's employees who may assist him or her may bring into the clinics; there are mutual termination provisions with two months' notice, or immediately with cause; the doctor is to make himself/herself available at the clinics set up by the institution, with any cancellations by the institution to be made known to the doctor, who will then not be able to

invoice for any lost time. According to the contract for Dr. Lesage, he was being paid to attend the three clinics at Donnacona once a week, for three hours each – a total of nine hours per week or 468 hours per year – plus meetings and on-call time. I take it from the contract that this represented part-time work for Dr. Lesage, although there is no evidence on this issue.

[49] It is Mr. Gregory's burden of proof to establish that the doctors are employees or servants of the Crown, however, in this case, he brings no evidence on this issue other than asserting that since the doctors work at CSC, they must be employees. As stated, the Crown does not deny that it has a duty to refer inmates to an external specialist when needed. However, the evidence of Ms. Massicotte is to the effect that the act of referring a patient for a consultation with a medical specialist is a clinical decision reserved to registered health care professionals, in this case the contracted doctors who act as primary care givers and are similar to family physicians. The Crown argues that CSC's obligation to provide Mr. Gregory with essential health care was fulfilled by managing health services by qualified physicians by contracting for their services and by arranging transportation for the inmate and supporting all costs related to consultations, treatments or interventions provided by the medical specialist once a referral for an external consultation is made (*Oswald*). In fact, the contracts with the doctors provide that it is the doctors' responsibility to follow-up with external doctors' recommendations:

> [TRANSLATION]
>
> As a primary care physician, the contractor must manage all aspects of health care services for inmates under his/her responsibility, <u>which includes the co-ordination of care provided to inmates by other doctors and specialists</u>, in order to ensure continuity and integration of care. This includes, but is not limited to, approval of all recommendations made by health care providers outside of CSC.
>
> [Emphasis added.]

[50] Moreover, section 86.1 of the CCRA states that CSC must "support the professional autonomy and the clinical independence of registered health care professionals and their freedom to exercise, without undue influence, their professional judgment in the care and treatment of inmates". In *Oswald*, this Court found that the dentists' contracts with CSC did not make them servants of the Crown and that their acts or omissions, as independent contractors, did not engage the Crown's liability. In that decision, Mr. Justice MacKay stated:

> The Crown's duty to provide essential medical and dental care can only be met by arranging for services of qualified members of the medical and dental professions, among others, either by employing them or by contracting for their services. That duty may well be one the Crown cannot delegate, but the actual provision of the care on a reasonable basis does not render the Crown liable, vicariously, for the acts or negligence of health personnel unless they are "servants" within the meaning of the Act.
>
> Here, in my opinion, the duty of the Crown to Mr. Oswald was reasonably met by contracts with qualified medical and dental doctors for their professional services, both within Warkworth and outside, and by provision of care, in the institution's health care centre and services within the institution or outside in the wider community.
>
> The duty of Dr. Binder, as of Dr. Dosaj and of the others who treated Mr. Oswald, e.g., Drs. Fung, Psutka and Hellen, was to render reasonable care with the skill, knowledge and judgment of the reasonable and prudent practitioner with the same special skills and knowledge. That is a different duty than that owed to Mr. Oswald by the Crown. Unless the person rendering the service is a servant of Her Majesty, the Crown is not vicariously liable for negligent acts of the doctor concerned. For all of those who render service as independent contractors, in this case that is all of the doctors concerned, whether that care was rendered in or outside Warkworth, their personal liability for any negligence does not also involve liability of the Crown.
>
> To put matters another way, the Crown is not exposed to greater liability for negligence of independent contracting doctors and dentists who render their services to inmates within the institution, e.g. Drs. Binder and Dosaj, than it would be for negligence of others similarly retained who render services outside the institution, e.g. Drs. Fung, Psutka and Hellen.

> To impose upon the Crown a general duty to ensure professional medical or dental services are rendered without negligence would place the Crown in the position of an insurer of medical services provided by independent contractors.

[51] Along the same lines, in *Rice v Canada*, 2018 FC 983, this Court granted a motion for summary judgment and dismissed an action by an inmate in a federal institution claiming professional misconduct with respect to medical treatment he received from the institution's contracting doctors. In dismissing the action against the Crown, Mr. Justice Bell stated at paragraph 6, amongst other things: "The sole Defendant, being Her Majesty the Queen, bears no liability for the actions of the doctors in this instance, as they were providing their services under a contract and thus were neither Crown servants nor agents for the purposes of the [CLPA]." (See also *Hickey v Canada*, 2007 FC 246 at paras 89 and 90).

[52] On the whole, there is simply no evidence to conclude that the contracts between the doctors and CSC are anything other than what they purport to be, i.e., contracts for the procurement of professional medical services for which the doctors act as independent contractors to CSC. In reaching this conclusion, I have considered that the plaintiff is self-represented and the Court should allow considerable latitude when assessing pleadings made by self-represented litigants (see *Tench v Canada*, [1999] FCJ No 1152 (QL) at para 8), but such considerations cannot give Mr. Gregory any additional rights or special dispensation (see *Brunet v Canada (Revenue Agency)*, 2011 FC 551 at para 10; *Nowoselsky v Canada (Treasury Board)*, 2004 FCA 418 at para 8; and *Cotirta v Missinnipi Airways*, 2012 FC 1262 at para 11) as to how this Court is to assess the legal relationship between the contracting doctors and CSC.

[53] I would therefore answer the first issue in the negative. Considering my finding that the doctors are independent contractors and that even if their actions were determined to be negligent, the Crown does not bear the responsibility for their fault, I need not address the remaining joint issues for trial.

[54] On the issue of costs, Mr. Gregory has not convinced me of any special circumstances having me depart from the general rule that costs follow the outcome. As such, costs in the amount of $500 are awarded in favour of the Crown.

V. Conclusion

[55] The action is dismissed, with costs in the amount of $500 to be paid to the defendant.

JUDGMENT in T-356-18

THIS COURT'S JUDGMENT is that:

1. The action is dismissed.

2. Costs in the amount of $500 are awarded in favour of the defendant.

"Peter G. Pamel"
Judge

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-356-18
STYLE OF CAUSE:	JAMIE J. GREGORY v HER MAJESTY THE QUEEN
DETERMINATION OF TRIAL IN WRITING:	JULY 5, 2021; JULY 6, 2021; JULY 7, 2021; JULY 8, 2021; AND JULY 9, 2021.
JUDGMENT AND REASONS:	PAMEL J.
DATED:	MARCH 14, 2022

APPEARANCES:

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Marie-Hélène Gay Nicholas R. Banks	FOR THE DEFENDANT

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