

CANADA / JUDGMENT

Blann v. Blann

2024 BCSC 868

COURT

Supreme Court of British Columbia

DECIDED

23 May 2024

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2024 BCSC 868 Blann v. Blann

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Blann v. Blann,

2024 BCSC 868

Date: 20240523

Docket: E213093

Registry: Vancouver

Between:

David Ellis Blann

Claimant

And

Camela Anne Blann

Respondent

- and -

Docket: S218294

Registry: Vancouver

Between:

Brian Blann and Norma Blann in their capacity as Trustees of the Blann Joint Spousal Trust

Plaintiffs

And

David Ellis Blann and Camela Anne Blann, also known as Camela Anne Matheson

Defendants

Before: The Honourable Justice Branch

Reasons for Judgment

Counsel for the Claimant and Defendant, David Ellis Blann:

S. Kainth

Counsel for the Respondent and Defendant Camela Anne Blann:

J.M. Hibbard

Counsel for the Plaintiffs, Brian Blann and Norma Blann:

J. Whyte

Counsel for the Attendee, Brendan Morley:

S. Kainth

Place and Date of Hearing:

Vancouver, B.C.

April 10, 2024

Place and Date of Judgment:

Vancouver, B.C.

May 23, 2024

Table of Contents

I. INTRODUCTION.. 4

II. FACTUAL BACKGROUND.. 4

III. ANALYSIS. 8

A. Suitability. 8

B. Merits on Summary Judgment 14

C. Consolidation/Trial at the Same Time. 18

IV. CONCLUSION.. 18

I. INTRODUCTION

- [1] Two applications have been brought in these related matters. In Vancouver Registry no. S218294 (the "Debt Action"), the plaintiff parents seek summary judgment on an alleged \$2 million loan to their son. Their son is the claimant in Vancouver Registry no. E213093 (the "Family Proceeding"), in which the respondent daughter-in-law seeks an order that the two matters be consolidated or heard at the same time.[1]

II. FACTUAL BACKGROUND

- [2] Given that the parties share the same last name, I will use first names, meaning no disrespect thereby.
- [3] The plaintiffs in the Debt Action, Brian and Norma (the "Parents"), are the Family Proceeding claimant David's father and stepmother. They are 93 and 87 years old.
- [4] David and the Family Proceeding respondent, Camela, are former spouses. They began living together in a marriage-like relationship in March 1995, were married on October 28, 2000, and separated on February 22, 2021. They have two children.
- [5] During David and Camela's marriage, the Parents jointly advanced \$2,000,000 as follows:
- a) \$1,000,000 on or about July 25, 2017 (the "First Advance"); and
 - b) \$1,000,000 on or about June 21, 2018 (the "Second Advance")
- (collectively, the "Cash Advances").
- [6] The Cash Advances were deposited into accounts jointly held by David and Camela.
- [7] David alone executed two promissory notes in relation to the Cash Advances:
- a) August 1, 2017 for \$1,000,000 (the "First Note");
 - b) June 22, 2018 for \$2,000,000 (the "Second Note")
- (collectively, the "Notes").
- [8] The First Note records David's promise to repay the First Advance upon demand. The Second Note is similar in material respects, except that it purports to supersede the First Note for the total amount of the two Cash Advances. (There was a third note dated June 25, 2018, for \$2 million that purports to supersede all other notes, but the Parents do not seek to rely on this document.)
- [9] After receiving the Cash Advances, David informed Camela of the existence of the Notes. Camela asserts that David told her that the promissory notes were intended to protect them both should their respective businesses suffer difficulties.
- [10] The Parents did not discuss the Cash Advances or Notes with Camela. All arrangements were made with David alone.

- [11] The Parents transferred similar amounts or property to David's other siblings, but have not demanded repayment. None of the other siblings are separated or divorced.
- [12] On March 12, 2020, the Parents, in their personal capacities, assigned the Second Note to themselves in their capacities as Trustees of the Blann Joint Spousal Trust. David consented in writing to the assignment.
- [13] Shortly after David and Camela separated, the Parents took steps to seek repayment of the Cash Advances. They issued a formal demand letter to David on June 28, 2021, attaching the Second Note. They commenced the Debt Action on September 21, 2021.
- [14] On March 20, 2023, Camela was added as a defendant to the Debt Action at her behest. Camela wished to argue in the Debt Action that the Notes were unenforceable and that the Cash Advances were properly characterized as joint gifts to both her and David.
- [15] Examinations for discovery have taken place in the Debt Action. The following extract from Brian's discovery is material:

Q: Thank you very much. Let me start the question again. On or about the 25th of July 2017, did you and Norma jointly advance \$1 million to Dave?

A: Yes.

Q: What was the reason for that advance to Dave?

A: Reason was to give them assets that they could use to improve their life, but we were concerned that in each case with our children that should there be a problem, we'd be able to retrieve the money.

Q: What sort of problem did you envision might occur?

A: Separation particularly.

Q: Approximately 11 months later, in June of 2018, did you and Norma jointly advance a further million dollars to Dave?

A: Yes, we did.

Q: And for what purpose was that second advance made?

A: The same thing, to support their standard of living.

Q: Yes, of course. Under what circumstances did you contemplate calling the promissory note for the funds that you advanced to Dave?

A: Well, again, if - if there was a - any kind of a serious break-up in their marriage.

Q: And if there was a break-up in their marriage and the loan was called - this is a hypothetical question - and the funds were repaid, would it have been your intention then to re-gift the funds to your child who was separated?

A: I don't know. We - we hadn't considered that. And, again, you're using a term "gift" when if we ever did contemplate that, it would have been a loan again.

Q: Well, let me ask it in this way, then, and I'll just say "advance" so that we'll use a more neutral word in this conversation. After Dave and Camela separated in 2021, do you recall ever having a conversation with Dave in which you said you were going to advance funds for him to purchase a property?

A: No. There was some talk about maybe purchasing some property that he might be able to use.

[16] At his discovery, David gave the following evidence (quoting from Camela's summary):

When asked about the reasons for his dad asking for repayment of the alleged loan: "All I could really say is - is for any reason, could be any reason. And maybe one reason was creditors, protection from creditors, but that, you know - that I made sure it was very clear that it was - you know, could be for any reasons that we don't see right now"

Discussing the timing of signing the First Note, when asked if he recalled when it was signed, if not August 1, 2017: "It's possible - no. I can't recall exactly what I was doing on that date. But it - it appears to me that it would have been on that date that I signed that."

When asked if he recalled telling Camela the 2017 funds were a gift: "I don't recall specifics about that. I think, you know, the - impression I may have led Cam to believe was that there's going to be - you know, that this is an extraordinary thing..."

When asked whether he showed Camela the 2017 note: "I don't recall", and then "I believe she - it was on my desk and she had found it on my desk and brought it to my attention."

Regarding signing the Second Note: "I can't be certain [June 22] was the date, but - in my recollection, but it was around that time. Yes."

Camela wrote a note to the parties' accountant asking to make a record of the gift and confirm there were no tax consequences. David agreed he never gave the accountant the note.

When asked whether David and Brian had discussed advancing further funds to him if the Third Note was repaid: "I - I don't recall those specifics on that. It was the - you know - the future was - was not foreseeable. There's - there's potential. I think there was some discussion about perhaps that he would - he would give me a hand if necessary. But I did not - you know, I did not expect any funds from him. And I did go look at - for properties. Mind you, you know, Cam basically took over the house and eventually let me in downstairs. So - so I was looking, you know, ahead to separation and potential for selling the house and finding a new home. And so I was searching for real estate and potential - a place to live at that time. And that's what I remember about that. That's in my head."

The follow up to that question was whether he had an idea that his dad was going to help out with financing: "It - it could have been an expectation, but again, it was the future. And even after paying back the loans and promissory note and dividing assets, there was sufficient funds between Camela and I where each of us would be able to, you know, manage a - a home of our own. So it wasn't - in my mind, sorry - to clarify, it wasn't, in my mind, necessary to have my parents help me."

[17] Documents have been exchanged in the Debt Action. There is no trial date.

[18] David commenced the Family Proceeding on December 15, 2021. The trial is scheduled for seven days beginning April 28, 2025.

[19] The Parents argue that this is a simple debt enforcement proceeding; hence, summary judgment should be granted on the Notes without further delay. Their summary judgment motion was first set down for hearing on November 3, 2023, but was subsequently adjourned.

[20] The Parents take the position that the Cash Advances were loans to David alone. David does not oppose this conclusion. However, Camela intends to seek a determination that the Cash Advances were, in fact, joint gifts to David and Camela. She also intends to argue that the Notes cannot be enforced as they were sham documents designed to hide the fact that the Cash Advances were intended to be gifts to David, that the Parents never intended to require repayment from David, and that the intended scheme was for the Parents to call the Notes on separation and later reissue the advances to David once the Family Proceeding was finally resolved.

[21] Camela says that the Debt Action should be required to proceed to trial so that the court can fully canvass her theory, perhaps using hybrid procedures. To improve efficiency, Camela proposes that the Debt Action be heard at the same time as the Family Proceeding.

III. ANALYSIS

A. Suitability

[22] Camela argues that judgment should not be issued in the Debt Action because the matter is not suitable for summary determination. I disagree.

[23] Under Rule 9-7(15)(a) of the Supreme Court Civil Rules, on the hearing of a summary application, a court may grant judgment in favour of any party, either on an issue or generally, unless (i) the court is unable, on the whole of the evidence before the court on the application, to find the facts necessary to decide the issues of fact or law, or (ii) the court is of the opinion that it would be unjust to decide the issues on the application.

[24] In *Canadian Western Bank v. D.K. Heli-Cropper Int'l Ltd.*, 2020 BCSC 1352 [Heli-Cropper] Justice Marzari discussed the principles that apply in determining whether a matter should go to trial instead of allowing a summary judgment application to proceed:

- [26] The critical question facing the court when hearing a summary trial application is whether the court can find the facts necessary to decide the disputed issues. Even where the court can find the necessary facts, it must still consider whether it would be just to decide the matter summarily, by reference to factors such as the amount involved, the complexity of the matter, its urgency, any prejudice that might arise by reason of delay, the cost of taking the matter forward to a conventional trial, the course of the proceedings, and any other matters which arise for consideration: see *Inspiration Management Ltd. v. McDermid St. Lawrence Ltd.* (1989), 1989 CanLII 229 (BC CA), 36 B.C.L.R. (2d) 202 (C.A.) at 211, 215 and *Gichuru v. v. Pallai*, 2013 BCCA 60, at paras. 30-31.
- [27] Summary procedures are important and serve the public interest in deciding cases where there is no issue requiring conventional trial. Summary trial and judgment rules are to be interpreted broadly, favouring proportionality and fair access to the affordable, timely and just adjudication of claims: See *Hryniak v. Mauldin*, 2014 SCC 7 and *VFS Canada Inc. v. Shas Tut Contracting Ltd.*, 2015 BCSC 2015 at paras. 33 and 34.
- [28] Cases may be decided summarily if the court is able to find the necessary facts, even if there are disputed issues of fact and law, provided that the court does not find it is unjust to do so.
- [29] It is incumbent upon parties in summary trial proceedings to "put their best foot forward" in terms of the evidence they lead, and not to assume that the matter is not amenable to summary trial, or that other parties will submit key evidence upon which they seek to rely. All parties to an action must come to a summary trial hearing prepared to prove their claim or defence. Parties are obliged to take every reasonable step to put themselves in the best position possible. A party cannot, by failing to take such steps, frustrate the benefits of the summary trial process: *Gichuru* at para. 32.
- [Emphasis added.]
- [25] Beyond the factors outlined in para. 26 above, cases have considered whether credibility is a critical factor in the dispute, whether the summary trial may create unnecessary complexity and whether the application would result in litigating in slices: *Dahl v. Royal Bank of Canada*, 2005 BCSC 1263 at para. 12, *aff'd* 2006 BCCA 369; *Gichuru v. Pallai*, 2013 BCCA 60 at para. 31.
- [26] A conflict in evidence that raises credibility issues is not necessarily a bar to proceeding by way of summary trial; however, a summary trial is generally not suitable when dealing with head-on contradictions in the evidence on an important issue: *Axion Ventures Inc. v. Bonner*, 2021 BCSC 2644 at paras. 49-54. As stated in *Randhawa v. Khaira*, 2020 BCSC 1257:
- [9] Where there are conflicting affidavits on a summary trial application, judges may be able to make findings of fact, however this depends on the nature and quality of the material before the court: *Placer Development Ltd. v. Skyline Explorations Ltd.* (1985), 1985 CanLII 147 (BC CA), 67 B.C.L.R. 366 (C.A.) at 386, cited in *Inspiration Mgmt.* at para. 42. If there is a conflict in the evidence on a critical issue, the court may not be able to assess credibility and

determine the necessary facts under the summary trial rule: *HP and OM Enterprises Ltd. v. Badesha Enterprises Ltd.*, 2009 BCSC 1429 at paras. 37-38; see also *Urban Holdings Ltd. v. MacDuff*, 2007 BCSC 631. The inability to find the necessary facts may be most acute where credibility lies at the heart of a case, in which case proceeding by way of summary trial is not appropriate: *Mayer* at para. 93.

- [27] When there is a "heads on" conflict in the evidence regarding an important issue and the court either cannot resolve the issues without assessing the component's credibility, it will not be suitable for summary determination. A court cannot sidestep conflicts by relying on only a portion of the record, assuming certain facts or taking the plaintiff's case at its highest: *Saran v. Cartonio Inc.*, 2020 BCSC 556 at para. 34.
- [28] A court may decline to proceed with a summary trial when it is unjust to decide the case summarily, even if the facts can be found on the whole of the evidence: *Saran* at para. 31.
- [29] With those principles in mind, I find that the Debt Action is ripe for summary determination.
- [30] In terms of the resolution of the Debt Action, Camela raises two core arguments: (1) were the Cash Advances actually a joint gift to Camela and David?; and (2) were the Notes a sham?
- [31] The first point to note is that there is limited room for the consideration of extrinsic evidence in promissory note enforcement procedures: *Smith v. Ufersky*, 2019 ABQB 761 at paras. 11-13, 67-74. This necessary legal approach encourages and facilitates the summary determination of such procedures.
- [32] Beyond the question of evidence is the effect of the applicable burden of proof. Camela owes the burden of establishing that the Cash Advances were a joint gift given the presumption of resulting trust: *Beaverstock v. Beaverstock*, 2011 BCCA 413 at para. 9. Faced with that burden, Camela has an obligation to "put her best foot forward": *Heli-Cropper* at para. 29.
- [33] Determining the nature of the Cash Advances largely depends on the Parents' intentions, a very targeted inquiry. Camela's beliefs or views are not material to this inquiry because Camela has no first-hand knowledge of the Parents' intent.
- [34] Camela puts forward two pieces of evidence that she says supports her position on the core issues:
- a) the statement allegedly made by David to her about the purpose of the Funds, a statement that he implicitly denies; and
 - b) the responses from Brian on discovery noted above, which Camela suggests are evidence that the Notes were a sham. She argues that these answers indicate that Brian was contemplating the return of the Cash Advances to David as soon as the Family Proceeding was resolved.

- [35] I do not find that either piece of evidence raises issues of sufficient weight or complexity to justify delaying the determination of the Notes' validity. The credibility issues are not so challenging to justify further deferring the matter.
- [36] Even assuming that the first statement could properly be characterized as an admission against David's own interest, it is doubtful that this admission could, in turn, be used to help determine the Parents' intentions. Camela has already had an opportunity to examine the Parents for discovery. I do not see any issues raised in these examinations that justify waiting for additional in-court testimony.
- [37] I do accept that the Cash Advances' large amount does militate against summary determination. However, this factor is more than offset by the others discussed above and below.
- [38] The next factor I would rely upon in allowing this matter to proceed summarily is the Parents' age. If they are to enjoy the fruits of any judgment, it should be issued sooner rather than later.
- [39] The procedural status also favours summary determination. This hearing has already been adjourned. The Family Proceeding is only set for trial in 2025, meaning it will be some time before the debt issues are considered if Camela's request to join the matters were granted.
- [40] The scope of the two actions is also relevant. If the Debt Action was to be delayed and the matters joined, the Parents would be required to participate in the consideration of family law issues in which they have no role or interest, such as the determination of spousal support and the appropriate division of any family property or debt. This creates an added incentive to allow the Parents' Debt Action to be considered first if it can be done fairly. I find that it can.
- [41] Camela is concerned that the issues in the two matters are intertwined. The outcome of the Debt Action will indeed affect the amount of funds available for distribution in the Family Proceeding. But I find that the Debt Action's issues are extricable, and their early resolution could in fact facilitate the resolution of the Family Proceeding, or at least give the parties in the Family Proceeding better guidance as to whether the residual family estate justifies the cost of a full trial. Settlement may be more likely with early resolution of the Debt Action issues.
- [42] This is not a case of litigating in slices; instead, there is a logical resolution order. Dealing with the Debt Action first will promote judicial efficiency by narrowing the subsequent issues: *Greater Vancouver Water District v. Bilfinger Berger AG*, 2015 BCSC 485 at paras. 93-110; *Zucker v. Zucker*, 2022 BCSC 2025 at paras. 30, 55, 67.

[43] Moving to a consideration of the case law, Camela relies on *Castellan v. Muncey (Estate)*, 2004 BCCA 128. In that case, the Court of Appeal found that the matter was unsuitable for summary judgment. The issues related to whether certain transfers made by a deceased testator were transfers or gifts. The case is distinguishable, however, in that:

- a) The application for a summary trial was made a scant 30 days before trial;
- b) The Court was faced with relevant "heads on" conflicts on the evidence, which is not the situation in the present case;
- c) Castellan faced the added complexity that the key witness was deceased; and
- d) In Castellan, the "heart of [the] case lay in the credibility of the witnesses and of their evidence": para. 9. The Court was concerned that it needed to see a vigorous cross-examination in person to assess demeanour. Based on the material before me, including the excerpts from the vigorous examinations that have already taken place, I do not feel the same need to see the witnesses in person. Rather, I can find the necessary facts on the present record: *Beaverstock; White Square Development Inc. v. Tympanum Construction and Project Management Ltd.*, 2024 BCCA 66 at paras. 42-57.

Camela also relies on *Randhawa*. In that case, a defendant applied to dismiss the plaintiff's claims summarily. The plaintiff's claims included an allegation of a fraudulent conveyance. The plaintiff opposed the pursuit of a summary trial because the amount in question was between \$1,000,000 and \$2,000,000, credibility was at issue, and there was no urgency. The Court agreed: "what [a party knew] and when, are issues which squarely involve the credibility of both the individual defendants. The evidence on those central points conflict." para. 15. Further, in addition to the claims between the plaintiff and moving defendants, there were two other defendants against whom the plaintiff also claimed in debt. At para. 17, Justice Jackson found that the residual debt claim was intertwined with the [subject application]. "The present case is distinguishable: credibility is less squarely in issue given the lack of direct interaction between Camela and the Parents, and the family law claims are less inextricably intertwined with those raised in the Debt Action. There is no need for the Debt Action to be resolved contemporaneously with the Family Proceeding. Finally, unlike the situation in *Randhawa*, the Court is not dealing with a formal claim under the Fraudulent Conveyance Act, R.S.B.C. 1996, c. 163. Special emphasis is placed on the assessment of credibility in the context of this statute: *Wu v. Gu*, 2020 BCSC 396 at para. 99.

[44] In all the circumstances, I find that it would not be unjust to consider the issues in the Debt Action summarily.

B. Merits on Summary Judgment

[45] Having found that the Parents are entitled to have their summary judgment motion considered on the merits, I find that judgment should be issued in their favour for the following reasons:

- a) The wording of the Notes is clear, in writing, and unambiguous, unlike the situation in *Beaverstock; Rana v. Rana*, 2024 BCSC 49 at paras. 8-10, 53; or *Locke v. Locke*, 2000 BCSC 1300 at paras. 7, 16.
- b) The manner of repayment is specified, being upon demand.
- c) While there was no formal security for the loan, the Notes operated as some level of guarantee of repayment.
- d) David did expect to have to make repayment on demand.
- e) The preconditions to recovery under the Notes have been satisfied: cash was advanced, a demand was made, and there has been no repayment.
- f) The Notes were contemporaneous documents evidencing the loan: *Locke* at para. 20. The fact that the Parents could not be precise about the execution date is not fatal. This is not a situation like in *Phillips v. Philips*, 2008 BCSC 1233, where a party gave conflicting evidence about execution. Here, David agreed that the date the Second Note was recorded as having been signed sounded right. Even though he could not specifically remember signing the Notes, he agreed it was around that time.
- g) Camela has not established, on a balance of probabilities, that there is a basis to deprive the Parents of their rights under the Notes. The alleged oral explanation for the Cash Advances stated by David to Camela is implicitly denied by David, and I have no reason to accept Camela's version over David's.
- h) Camela provides no evidence of her own that the provision of the Cash Advances was intended to be a joint gift, nor does she provide sufficient proof that the Notes were intended to be a sham.
- i) The fact that the Parents' other children also received cash advances does not provide material support for Camela's position, as these transfers were also loans supported by promissory notes.
- j) While there was no demand for payment before the separation of the parties and no partial repayment, I do not find that these factors outweigh the others set out herein.
- k) There is an inconsistency between Camela's allegation that the Parents intended to make a joint gift to her and David, while at the same time alleging that the Parents intended to scam Camela out of her share of the Advances by creating sham Notes. Either the Parents were favourably disposed towards Camela, or they were not.
- l) If the Parents intended to make a joint gift to the couple, (a) why would they have bothered with the Notes at all, and (b) why would they bother going through the effort of assigning their (allegedly non-existent) rights to the spousal trust thereafter?
- m) Camela's allegation that the Notes were a sham has additional flaws:

- i. Camela admits it is not enough for her to show that there was an intention to call the Notes if and when she and David separated. There is nothing inherently illegal or improper about using such an event as the trigger to call any loans. Camela agreed that she needed to show that the Notes were a sham - i.e. creating only an appearance of legal rights given the alleged intention to return the funds to David later;
- ii. On discovery, Brian did not say that he would return the money to David after repayment. Rather, he only said there was "some talk about maybe purchasing some property that he might be able to use." The following considerations undercut the weight of this discovery evidence
- (1) Camela's counsel set up the question as "hypothetical";
 - (2) Brian began by answering that "we hadn't considered that"; and
 - (3) when pressed further, Brian used multiple qualifying terms such as "some talk", "maybe," and "might";
- iii. I do not view Brian's use of the plural pronoun "they" in some of his evidence as carrying sufficient weight to undercut the rest of the evidence. Money given to one spouse will almost inevitably result in benefits for the other spouse living under the same roof, perhaps explaining why Brian may have used this pronoun. More importantly, when it came time to organize, effect and record the Advances and Notes, the Parents dealt with David alone, not "them" together;
- iv. I do not see that the answers given by David on discovery are of particular use to Camela in relation to her two core arguments. He does not admit that it was a gift to both. He does not say that the Parents were definitely going to give him back the money after it was repaid.
- [46] Although not necessary to the result, I do reject the Parents' argument that no sham argument can be advanced at all by Camela because the Parents seek to enforce a promissory note. The Parents argued that, as an action on a promissory note, this case is governed by the Bills of Exchange Act, R.S.C. 1985, c. 8-4 [Act]. The Act sets out a statutory scheme for the negotiation of promissory notes. A promissory note may be endorsed over to a new holder, who then acquires the previous holder's rights to payment under the promissory note. Negotiability is certainly a key characteristic of promissory notes: *MacLeod Savings & Credit Union Ltd. v. Perrett*, [1981] 1 S.C.R. 78, 1981 CanLII 165 (S.C.C.) at pp. 86, 87-90. While all this is true, I do not find that these features prevent an affected party, such as Camela, from at least advancing an argument that the Notes were prepared to facilitate a sham transaction: *Canada Mortgage and Housing Corporation v. 447136 B.C. Ltd.*, 2014 BCSC 480, paras. 81-83; *Bremjit v. Sellathurai*, 2022 BCSC 1542 at paras. 2, 28. Furthermore, even if Camela were prevented from attacking the validity of the Notes per se, that would still leave the Parents with a demand loan as between the Parents and David, a loan that the Parents would still be entitled to enforce.
- [47] However, for the reasons outlined above, I find that the Second Note can be enforced even if this preliminary argument by the Parents is rejected.

C. Consolidation/Trial at the Same Time

[48] Given my finding on the Parents' summary judgment application in the Debt Action, it is not necessary to consider whether it would have been advisable to hear the Debt Action and Family Proceeding at the same time. The Debt Action will now end, and the Family Proceeding may continue.

IV. CONCLUSION

[49] Judgment shall issue in favour of the Parents in the Debt Action. Unless there are factors of which the Court is unaware, I would order that the Parents receive their costs as the largely successful party, which costs should be payable by Camela in the cause. If either party wishes to make submissions on costs, they may arrange a 9 a.m. hearing before me through the scheduling office.

"The Honourable Mr. Justice Branch"

[1] The daughter-in-law also sought an interim distribution of funds in her application, but the parties arrived at an agreement on this issue.

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/24/08/2024BCSC0868.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/blann-v-blann-2024>

Prepared on 27 October 2026 · Esheria