

CANADA / JUDGMENT

Block v. Block

2026 BCSC 32

COURT

Supreme Court of British Columbia

DECIDED

9 January 2026

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2026 BCSC 32 Block v. Block

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Block v. Block,

2026 BCSC 32

Date: 20260109

Docket: 10 4246

Registry: Victoria

Between:

Deborah Ann Block

Claimant

And:

Cyrus Paul Block

Respondent

Before: Associate Judge Harper

(Sitting as Registrar)

Reasons for Decision

Counsel for the Claimant:

N.J.W. Reid

Counsel for the Respondent:

T.L. Brown, K.C.

Place and Date of Hearing:

Victoria, B.C.

December 4, 2025

Place and Date of Judgment:

Victoria, B.C.

January 9, 2026

Overview

- [1] In reasons for judgment issued on October 2, 2024 indexed at 2024 BCSC 1803 ("Trial Reasons"), Justice Iyer set aside a portion of the parties' separation agreement regarding the division of Mr. Block's shares in Block Communications Inc. ("BCI") and awarded damages to Ms. Block representing her share of the BCI shares, lost dividends, and retroactive and ongoing support.
- [2] Justice Iyer directed that an accounting be held before the registrar to determine the amount of the damages and a payment schedule that Mr. Block must follow to satisfy the judgment.
- [3] At a hearing on November 6, 2025, I certified the timeline for the payment of the damages of \$1,000,000 representing retroactive spousal support and certified the amount of interest being \$59,512.90. The deadline for payment of the \$1,059,512.90 was November 21, 2025 which was the date suggested by Mr. Block and not opposed by Ms. Block. As of the date of the present hearing, the funds had not yet been paid to Ms. Block because Mr. Block's bank had put a hold on the funds and Mr. Block did not take this delay into account. I was told that the amount would be paid by December 8, 2025, and I assume for purposes of the present reference that that information is correct.
- [4] The parties have reached agreement on the amount of the damages Mr. Block must pay in respect of the division of the BCI shares. At the hearing on December 4, 2025, I signed a certificate that provides as follows:
 - (a) the respondent will pay to the claimant the sum of \$13,120,694.60;
 - (b) the respondent will pay to the claimant court order interest on the above-noted amount from October 2, 2024, to December 1, 2025, in the amount of \$871,135.45;
 - (c) the rate of interest thereafter on the amount owing is \$1,848.70 per day.
- [5] Accordingly, the only issue for determination at this hearing was the payment schedule of the amount owing which as of December 1, 2025 totalled \$13,991,830.05 plus interest of \$1,858.70 per day thereafter.

- [6] Ms. Block also asks that I determine a payment schedule for retroactive child support being 14 days after determination of the amount owing for retroactive child support either by agreement of the parties or order of the court. However, the amount of the retroactive child support has not yet been determined. The order following trial does not include a reference to the registrar to determine the amount of retroactive child support, but section 10 of the order requires the registrar to determine a payment schedule "pursuant to which the Respondent shall pay to the Claimant the amounts owing pursuant to the above orders." Although Ms. Block's suggestion is a practical one and would avoid a further hearing before the registrar, I think it puts the cart before the horse. The court will need to determine the amount of retroactive child support before the registrar can determine a payment schedule.

Analysis

- [7] The evidence presented at the hearing focused on Mr. Block's assets because he will have to liquidate assets in order to pay the damages. However, it is important to keep in mind that the judgment following trial does not result in a division of Mr. Block's shares nor a transfer to Ms. Block of any of Mr. Block's other assets. Rather, the judgment is purely an award of damages. Ms. Block's entitlement is not contingent upon Mr. Block selling his BCI shares or selling any of his other assets.
- [8] Mr. Block's largest asset is his shares in BCI. At trial, Mr. Block did not dispute Ms. Block's estimate of his net worth as over \$60,000,000 (Trial Reasons, para. 126). In his most recent Form F8 financial statement sworn November 5, 2025, Mr. Block lists the value of his shares in BCI as "unknown".
- [9] In addition to his shares in BCI, Mr. Block owns two properties on Pender Island worth, collectively, approximately \$1,765,600; real property in Arizona that he co-owns with his current wife worth approximately \$991,500 (although Mr. Block disputes this valuation); and liquid investments worth approximately \$2,663,416 after deducting the value of the shares he sold to pay the damages respecting retroactive spousal support.
- [10] Mr. Block's average annual income from 2020 through 2022 was approximately \$1,068,018 (Trial Reasons, para. 127). Mr. Block's November 5, 2025 Form F8 financial statement prepared for the purpose of this hearing over the objections of Ms. Block claims income of \$647,285, but this amount has not been proven. Whether Mr. Block's annual income is the higher or lower figure, or somewhere in between, he has significant income to apply to paying down the judgment.
- [11] Mr. Block testified that the directors of BCI attempted to sell the company in May, 2025. Mr. Block assumed that the sale would go through and that he would receive funds sufficient to pay the judgment. Efforts to sell BCI were unsuccessful for reasons that Mr. Block explained only vaguely. Mr. Block's reasoning for having virtually no information regarding the marketing of BCI is based on hearsay evidence that the directors would not disclose any information to him without a non-disclosure agreement (NDA). This hearsay evidence

contradicts the finding of Justice Iyer that Mr. Block is entitled to receive financial information from the company.

- [12] Mr. Block continued his narrative from the trial that he is an outsider to the company (Trial Reasons, paras. 67 - 68). Mr. Block's evidence before me leads me to the same conclusion: Mr. Block's portrayal of himself as incapable of obtaining financial information from BCI is unconvincing.
- [13] As Justice Iyer put it at para. 74 of the Trial Reasons, Mr. Block is not entitled to insulate himself from obtaining financial information from BCI.
- [14] Even assuming that an NDA was required by BCI (which I am not persuaded is the case given the findings of Justice Iyer), no steps were taken by Mr. Block to obtain a court order protecting the use of commercially sensitive information as is commonly done where such information is relevant to a court proceeding as is the case here.
- [15] In any event, whether BCI is sold or not is irrelevant to my determination of the schedule for payment of the judgment.
- [16] Mr. Block's proposal for schedule of payment of the judgment is that Ms. Block will have a first charge against the proceeds of sale of Mr. Block's shares when and if BCI is sold.
- [17] Mr. Block's proposal is wholly inadequate. Ms. Block should not have to wait to be paid if and when BCI is sold. As Mr. Block well knows, Article XIII of the Code of Regulations governing BCI expressly permits a shareholder to sell their shares, subject to first offering them to BCI and other shareholders.
- [18] Mr. Block, through his counsel's letter dated July 14, 2025, gave notice to BCI offering to sell 7100 non-voting shares at the stipulated discounted price of \$1309 per share. None of the other shareholders in the prescribed class of shareholders, nor BCI, accepted the offer.
- [19] Counsel for BCI, David Waterman, confirmed in an email to Mr. Block on November 19, 2025 that he was now permitted to offer his shares of non-voting stock to anyone he chooses for the sum of \$1309 per share during the next 120 days. After 120 days, he may change the price, but he would need to start over with the process set out in the Code of Regulations.
- [20] Mr. Block also owns 2,970 Class A shares with a par value of \$100.00.
- [21] The remainder of Mr. Block's shares in BCI (19,735) continue to be held in trust. Mr. Block could have withdrawn 5% of the shares annually into his personal name but he has chosen to leave them in the trust.

Summary

- [22] Mr. Block has investments worth \$2,663,416 that he can liquidate immediately.
- [23] Mr. Block has real property that he holds in his own name, or jointly with his current wife, worth \$1,770,000 that he can sell or mortgage.

- [24] Mr. Block is entitled to sell his shares in BCI to a third party in accordance with the process set out in Article XIII of the Code of Regulations. He must not use the process to stymie a sale to an outside purchaser.
- [25] Mr. Block has a further 6,249 shares that are in his sole name which he can offer for sale, at a discounted price if necessary. I agree with the submission made on behalf of Ms. Block: Mr. Block "should simply ask other shareholders at what price they would be willing to acquire his shares. It appears he has not done so."
- [26] Mr. Block has significant income which he can apply to paying down the judgment.
- [27] It is Mr. Block's responsibility to liquidate his assets at a price that will ensure the judgment is satisfied in full.

Certification of Payment Schedule

- [28] I certify that Mr. Block will pay the sum of \$13,991,830.05 according to the following payment schedule:
- (a) the sum of \$2,500,000 on or before February 6, 2026;
 - (b) the sum of \$2,500,000 on or before June 30, 2026;
 - (c) the balance of \$8,991,830.05 on or before December 31, 2026;
- [29] Interest will accrue at court order interest rates from December 1, 2025 at the rate of \$1,858.70 per day until the first payment has been made and at court order interest rates on the declining balance thereafter.
- [30] If Mr. Block sells his shares or if BCI, or parts of BCI, are sold such that Mr. Block receives funds sufficient to satisfy the judgment and accrued interest, the payment schedule will be accelerated to require Mr. Block to pay the full amount then outstanding on the judgment plus accrued court order interest within 14 days of receipt of those funds.

"Associate Judge Harper"

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Prepared on 29 October 2026 · Esheria