

CANADA / JUDGMENT

Glover v. Glover

2001 BCSC 627

COURT

Supreme Court of British Columbia

DECIDED

26 April 2001

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Registry: Quesnel

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GERALD WALTER GLOVER
PLAINTIFF

AND:

KATHERINE JOYCE GLOVER
DEFENDANT
SUPPLEMENTARY

REASONS FOR JUDGMENT

OF THE

HONOURABLE MR. JUSTICE MEIKLEM

Counsel for the Plaintiff: P.L. Schmit

Counsel for the Defendant: K. (Glover) Keras, In Person

Date and Place of Telephone Hearing: April 24, 2001

Prince George, BC

- [1] These reasons deal with an error of calculation contained in my reasons following the trial, and with the defendant Ms. Keras' application concerning the allocation of transportation costs associated with access to the children, a matter which has become contentious since the reasons for judgment were handed down.

- [2] My reasons for judgment (para. 25) erroneously calculated the net value of the family business at \$31,300.00 whereas it should have been \$32,300.00. The deferred compensation payment should therefore have been specified at \$16,150.00 rather than at \$15,650.00.
- [3] Rather than vary the monthly payments set out in para. 26, the parties have agreed that the equalization payment in respect of the items discussed in para. 27 will be varied upward by \$500.00 so that upon the sale of the motorhome Ms. Keras will receive \$4,000.00. I so order.
- [4] Further submissions in respect of the pending sale of the motorhome indicate that although Mr. Glover has received (and spent) a deposit of \$1,000.00, the completion of the sale is not assured. Mr. Glover has informed Ms. Keras that the deposit is non-refundable and would be forfeited if the prospective purchaser does not complete the purchase; he has informed the court that this was said in the course of an angry conversation with Ms. Keras, implying that it may therefore not be true. I think it is unlikely that it would have been agreed to be non-refundable unless there was also a completion deadline placed upon the prospective purchaser, and nothing has been said about such a deadline.
- [5] The deposit is a family asset which must be accounted for whether it is forfeited or is credited against the \$5,000.00 purchase price.
- [6] The parties agree that the end of June 2001 is a reasonable date by which to expect the prospective sale of the motorhome to complete or be considered repudiated. If Mr. Glover has not completed the sale of the motorhome or remitted \$4,000.00 to Ms. Keras in exchange for her signature on a form of transfer on or before June 30th, 2001, then he shall deliver the motorhome and a signed transfer to Ms. Keras in Cache Creek at a mutually agreed upon date on or before July 15th, 2001. In that event, Ms. Keras shall thereafter account to Mr. Glover for one-half of any sale proceeds received in excess of \$4,000.00 plus costs of advertising, if any, and Mr. Glover shall account to Ms. Keras for one-half of any deposit monies which have been forfeited to him. Ms. Keras is in possession of the registration papers for the motorhome and Mr. Glover has requested that they be delivered to him, but since Ms. Keras' signature as a joint owner is required on the transfer of ownership, she may return the registration documents with the signed transfer and it is immaterial who holds the registration papers in the meantime.
- [7] Turning to the issue of transportation for child access, there are two problems arising from the distance between Quesnel and Surrey. The first is the cost of transportation, and the second is the amount of time consumed in travel. Mr. Glover must sell his heavily financed 1997 Jeep vehicle and resort to an aged 1972 Chevrolet Blazer which is very inefficient to operate. He asserts that transporting the children to the established mid-point of Cache Creek would cost him \$166.00 per return trip, of which \$30.00 is estimated for meals en route. The practice of the parties has been to exchange the children at Cache Creek at the beginning and at the end of each access visit (usually a three to four day weekend). This would require two return trips. Mr. Glover says that he cannot afford the cost which, according to his estimates, would be \$330.00 per visit.

- [8] Ms. Keras' fuel costs alone are about \$100.00. Thus, combined out-of-pocket costs would be approximately \$460.00 to \$500.00, and 14 to 16 hours of each access period for Ms. Keras would be spent driving between Surrey and Cache Creek.
- [9] While total out-of-pocket transportation costs would be reduced if Ms. Keras drove to Quesnel and visited the children there, there would be additional accommodation and restaurant meal costs, her time with the children would be reduced, and the quality of the visits would be adversely affected.
- [10] The parties have not been able to resolve this issue, and there is no completely satisfactory solution in the present circumstances. The solution that the court imposes is the following:
1. Ms. Keras will purchase, in advance, return Greyhound bus tickets for the children to travel from Quesnel to New Westminster and back to Quesnel each access visit. The cost of these tickets for both children and inclusive of delivery costs to have the tickets delivered to them in Quesnel is \$179.33. Mr. Glover will bear one-half of this cost by allowing set-off against the next-due payment of child support payable by Ms. Keras under the guidelines as set out in my previous reasons.
 2. The children will depart from Quesnel in the evening of their last day at school preceding each access visit and be returned to Quesnel in time to sleep one night at home in Quesnel before returning to school.
 3. Access visits will occur as set out in para. 3 of my reasons for judgment. Ms. Keras will provide the children with at least 14 days notice if she is unable to exercise any access visit as specified for any reason, unless that notice period is impracticable for reasons beyond her control.
- [11] There will be no order for costs in respect of these supplemental matters. The parties are at liberty to apply for directions or relief in respect of the matters dealt with herein.

"I.C. Meiklem, J."

The Honourable Mr. Justice I.C. Meiklem

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