
CANADA / JUDGMENT

J.A. Brink Investments Ltd. v. B.C.R. Properties Ltd.

2017 BCSC 461

COURT

Supreme Court of British Columbia

DECIDED

22 March 2017

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2017 BCSC 461 J.A. Brink Investments Ltd. v. B.C.R. Properties Ltd.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

J.A. Brink Investments Ltd. v. B.C.R. Properties Ltd.,

2017 BCSC 461

Date: 20170322

Docket: S1342647

Registry: Prince George

Between:

J.A. Brink Investments Ltd.

Plaintiff

And

B.C.R. Properties Ltd.

Defendant

Before: The Honourable Madam Justice Church

Reasons for Judgment

In Chambers

Counsel for plaintiff:

J.M. Duncan

R.J. Climie

Counsel for defendant:

T. Moran

Place and Date of Hearing:

Prince George, B.C.

March 8, 2017

Place and Date of Judgment:

Prince George, B.C.

March 22, 2017

Introduction

- [1] By way of a notice of application filed January 17, 2017, the plaintiffs seek leave to file a further amended notice of civil claim as set out in Schedule "A" to the application, together with an order for costs.
- [2] Although the defendant consents to some specific housekeeping amendments sought by the plaintiffs, it is opposed to further amendment of the notice of civil claim on the following grounds:
1. The proposed amendments disclose new claims not previously pleaded and the limitation periods for the new proposed claims have long expired. To allow the proposed amendments would be prejudicial to the defendant; and
 2. The proposed amendments are unnecessary, irrelevant, abusive of the court's process or fail disclose any reasonable cause of action.
- [3] The plaintiffs submit that an application of the various principles that apply, including the overriding question of what is just and convenient, favours the granting of leave to file the amended pleading.

Background

- [4] The plaintiffs have saw mill operations in the Province of British Columbia, among other business activities.
- [5] The defendant owns property located at 1077 Boundary Road, Prince George, British Columbia (the "Property").

- [6] In or about April 2005 the plaintiffs occupied the Boundary Road Property pursuant to an Offer to Lease dated April 21, 2005 (the "Offer to Lease"). The intention of the plaintiffs was to construct a saw mill and other operations on the Boundary Road Property to take advantage of a supply of beetle-killed timber.
- [7] There are issues between the parties about what was disclosed about the environmental condition of the property by the defendant and what was known by the plaintiffs about the environmental condition of the property. According to the plaintiffs, they were told that the Property had been remediated by the prior leaseholder and that the Property was "clean". The defendant says the plaintiffs knew about the condition of the Property before the Offer to Lease was agreed.
- [8] The Offer to Lease contained an Option to Purchase at a price to be determined after subdivision and an appraisal (the "Option")
- [9] There are issues between the parties with respect to the size of the property that was subject to the Offer to Lease. According to the plaintiffs they made it clear to the defendant that they needed a minimum of 100 acres in order to accommodate their operation.
- [10] Construction of the plaintiffs' operations began immediately after the Offer to Lease was signed. Within six months the foundation and the superstructure of the mill were in place. A formal lease agreement was signed on May 1, 2005 (the "Lease").
- [11] According to the plaintiffs, they became aware of the contamination of the Property in late 2008 or early 2009. The plaintiffs say that this was the first time they learned that the Property contained a large landfill and they subsequently learned that the landfill covered about 22 acres near the centre of the Property and contained sawmill residue, toxic non-biodegradable and other deleterious substances that do not meet environmental standards.
- [12] There was previous litigation between the parties which was commenced in 2009 by J.A. Brink Investments, one of the plaintiffs in this case, against B.C.R. Properties, the defendant in this case. In October 2011 J.A. Brink Investments was unsuccessful in a claim that the defendant had breached the terms of the Option.

Procedural Background

- [13] This action was commenced when the plaintiffs filed their notice of civil claim on February 20, 2013. The essence of the plaintiffs' claim against the defendant is fraud by concealment and fraudulent misrepresentation.
- [14] In their notice of civil claim the plaintiffs say that the defendant represented that the Property was "clean and did not require any further environmental remediation." According to the plaintiffs, these statements were made by the defendant in 2005 through its officials, prior to the Offer to Lease.
- [15] With respect to these statements, the plaintiffs alleged that:

- (a) They were made with the knowledge and consent of more senior members of the defendant including a senior environmental engineer employed with the defendant, the defendant's Director of Real Estate and the President and CEO of the defendant;
 - (b) The defendant, acting through named individuals, knew that the statement that "no further environmental remediation was required" with respect to the Property was false;
 - (c) The statement was made with the intention to deceive the plaintiffs;
 - (d) The plaintiffs relied on this statement; and
 - (e) The plaintiffs suffered damages as a result of this reliance.
- [16] The plaintiffs claimed that they had no knowledge of the presence of a landfill on the Property as it was capped, covered in vegetation and was not visible on inspection.
- [17] The plaintiffs claimed that it was not possible to construct any structure, building, factory or mill on top of the Property because the location of the landfill is such that it renders approximately 40 acres of the Property unusable or inaccessible to the remainder of the land. The plaintiffs claim that the defendant represented that 100 acres would be appropriate for the construction of a mill site but, in fact, only 60 acres are usable.
- [18] The plaintiffs alleged that the defendant's fraudulent misrepresentations induced the plaintiffs to enter into the Offer to Lease, the Lease and take steps to exercise the Option. The plaintiffs also alleged that the defendant's fraudulent misrepresentations caused them to build the foundation and infrastructure of a saw mill on the Property and make other investments and those improvements are not usable.
- [19] All of these allegations are disputed by the defendant.
- [20] The plaintiffs filed an amended notice of civil claim on April 8, 2013.
- [21] Pursuant to a consent order granted on August 1, 2014, the plaintiffs filed a further amended notice of civil claim on August 5, 2014.
- [22] In late 2014, the defendant applied under the Supreme Court Civil Rules, Rule 9-6 for summary judgment seeking the dismissal of the plaintiffs' further amended notice of civil claim. That application was dismissed on February 2, 2015.
- [23] This action was scheduled to proceed to trial on January 9, 2017 for five weeks. In November 2016, the plaintiffs retained new counsel and the parties eventually agreed that the trial would need to be adjourned due to the timing of counsel's appointment. A new trial date has not yet been scheduled.
- [24] As I have already noted, on January 17, 2017, the plaintiffs filed their notice of application pursuant to Rule 6-1(1) of the Supreme Court Civil Rules for leave to file a further amended notice of civil claim.

The Proposed Amendments

- [25] The proposed amendments are set out in Schedule A to the notice of application. Leaving aside the housekeeping amendments which are not in issue, the more significant amendments appear in paragraphs 4C, 10, 13B, 14A, 14B, 14C, 17, 17A, 17B and 17C. They span approximately 25 pages of the proposed further amended notice of civil claim and I do not intend to reproduce them in their entirety in these reasons.
- [26] From the perspective of the defendant, the most objectionable proposed amendments allege in general terms that:
- a. The Offer to Lease, the Lease and the Option imposed on each party a duty of honest performance or good faith performance;
 - b. The landfill on the Property created an unacceptable risk to human health or the environment and the defendant knew about the environmental condition of the property and the landfill and failed to comply with its obligations under the Waste Management Act or the Environmental Management Act; and
 - c. Between 2005 and 2012 the defendant actively and fraudulently concealed the nature and extent of the contamination of the Property and breached its duty to disclose latent defects which created an unacceptable risk to human health or the environment and/or breached its duty of honesty or good faith by failing to disclose to the plaintiffs the environmental condition of the Property.

Legal Principles

- [27] Counsel for the plaintiffs and the defendant are in general agreement as to the legal principles that apply with respect to an application for leave to file an amended pleading, which can be summarized as follows:
1. Courts generally adopt a generous approach to granting leave to amend pleadings. In the absence of actual prejudice to the opposing party, amendments should be permitted as necessary to determine the real issues between the parties. (*Langret Investments S.A. v. McDonnell* [1996] B.C.J. 550)
 2. In the absence of prejudice, the following principles are applicable:
 - a. all such amendments should be permitted as are necessary so that the real question in issue between the parties may be finally determined;
 - b. the application to amend should be considered on the assumption that the facts alleged can be established; and

- c. an amendment that discloses no reasonable claim or defence will not be granted, but before an amendment will not be granted on this ground, it must be plain and obvious and absolutely beyond doubt that the amendment discloses no reasonable claim or defence and any doubt on the facts or the law should be resolved in favour of allowing the amendment and permitting the matter to proceed for determination at trial. (*Plumrose Inc. v. A. & A. Foods Ltd.* [1996] BCJ 1877)
- 3. When a party amends pleadings to set up a new cause of action after the expiration of a limitation period, the court must presume prejudice to the defendant. (*Med Finance Co. S.A. v. Bank of Montreal* (1993) 79 B.C.L.R. (2d) 222)
- 4. Prejudice that may arise because of the expiration of a limitation period defence may be cured by allowing the amendments to be made without prejudice to the ability of the defendant to raise the defence at trial (*Stone Venepal (Celgar) Pulp Inc. Estate (Trustee of) v. IMO Industries (Canada) Inc.* 2008 BCCA 317)
- [28] The parties have differing views, however, on the application of these principles to the facts in this case.

Defendant's Position

- [29] The defendant submits that the proposed amendments contain the following new claims that have not been previously pleaded:
 - a. the defendant owed and breached a duty of honest performance or good faith performance in relation to the option to purchase;
 - b. the defendant had a duty to disclose the presence of the landfill, which allegedly created an unacceptable risk to human health or the environment, rendered the property dangerous and/or unfit for its intended industrial use such that it was a latent defect;
 - c. the defendant owed and breached statutory obligations as the person responsible for remediation under the Waste Management Act RSBC 1996, c.482 and the Environmental Management Act SBC 2003, c. 53;
 - d. the defendant allegedly breached a statutory obligation to file proper site profiles under the Waste Management Act RSBC 1996, c.482 and the Environmental Management Act SBC 2003, c. 53;
 - e. the defendant made representations with respect to the previous tenant's remediation efforts but subsequently failed to ensure that the previous tenant remediated the property;
 - f. the defendant actively and fraudulently concealed the extent of environmental contamination at some unspecified time between 2005 and 2012; and

9. the defendant physically breached the landfill in 2006 and undertook remediation in 2006 and 2007 without informing the plaintiffs and without completing a site profile which was allegedly required by statute(s).
- [30] The defendant submits that the plaintiffs were aware of the facts and circumstances on which the new proposed claims are based in 2008 and 2009 and the limitation period for such claims has long since expired.
- [31] The defendant also submits that allowing the proposed amendments would be prejudicial to it due to the loss of the limitation defence and would constitute an abuse of process because this court has determined in the prior proceeding that the defendant did not breach the Option, which expired in 2011.
- [32] The defendant also submits that the proposed amendments do not include full particulars as are required by Rule 3-7(18), including dates of specific events or steps taken by the defendant to actively conceal information from the plaintiffs.
- [33] If the plaintiffs are granted leave to file the further amended notice of civil claim, the defendant seeks an order that the plaintiffs properly particularise their claim of fraudulent misrepresentation in accordance with Rule 3-7(18).

Plaintiffs' Position

- [34] In broad terms, the position of the plaintiffs is that the proposed amendments reveal only one new claim, namely the claim for breach of duty of honest performance or good faith performance. The plaintiffs submit that the remainder of the proposed amendments are simply particularization of the claims as set out in the previous pleadings.
- [35] The plaintiffs submit that in their previous pleadings, they have alleged fraudulent misrepresentation by the defendants prior to the signing of the Offer to Lease in 2005 and also ongoing fraud by concealment by the defendant between 2005 and 2012. The plaintiff submits that the amendments proposed in paragraph 10 to 16 and 17 - 17C are particulars provided in support of these claims rather than new claims.
- [36] The plaintiffs acknowledge that the previous pleadings do not specifically refer to a failure by the defendant to disclose a latent defect but counsel suggested that failure to disclose a latent defect rendering a premises unfit is a form of fraudulent misrepresentation which was pleaded in the earlier notices of civil claim. The plaintiffs submit that elements of this claim were referred to in paragraph 14 to 16 of the notice of civil claim, where it was alleged that the landfill on the property was not visible (and thus latent), that it rendered the property unusable and that the defendant knew about the landfill and fraudulently failed to disclose it.

- [37] The plaintiffs also acknowledge that their pleadings with respect to alleged breach of statutory duties under the Waste Management Act RSBC 1996, c. 482 and the Environmental Management Act SBC 2003, c. 53 by the defendant cannot constitute actionable wrongs but submit that they constitute relevant facts which may support the plaintiffs' cause of action in fraud and fraudulent misrepresentation.
- [38] With respect to the new claim, breach of the contractual duty of honest performance, the plaintiffs rely on the Supreme Court of Canada case of *Bhasin v. Hrynew* 2014 SCC 71 in which the Supreme Court considered the common law in relation to good faith performance of contracts and determined that it was appropriate to recognize a new common law duty that applies to all contracts, a general duty of honesty in contractual performance. The court described this new general duty as operating irrespective of the intentions of the parties. I note that this judgement was released on November 13, 2014, after the date of the previous amendment to the plaintiff's notice of civil claim.
- [39] The plaintiffs acknowledge that this is a new claim but submit that this new claim relies upon the same facts and particulars as the existing claims of fraud by concealment and fraudulent misrepresentation. The plaintiffs' counsel referred to this claim as a cognate of the fraud claim, representing "two faces of the same coin".

Analysis

- [40] It is clear from the case authorities provided by both parties that the court generally adopts a generous approach with respect to amendments to pleadings. As noted by the B.C. Court of Appeal in *Langret Investments S.A. v. McDonnell* 1996 CanLII 1433:
34. Amendments are allowed unless prejudice can be demonstrated by the opposite party or the amendment will be useless. The rationale for allowing amendments is to enable the real issues to be determined.
- [41] In keeping with this generous approach, it is also a generally accepted principle that an application to amend pleadings should be considered on the assumption that the facts alleged can be established.
- [42] In this case, the main ground on which the defendant opposes the proposed amendments is that it will suffer prejudice due to the loss of limitation defence and the delay in seeking the proposed amendments. The defendant submits that the key facts on which these claims are based would have been known to the plaintiffs in 2009, in which case the limitation period has long since expired. Even if the facts were not known to the plaintiffs until later, the defendant submit that there is no evidence before me regarding the delay in amending the pleadings if the underlying facts were known to the plaintiffs in or around 2012.
- [43] The plaintiffs acknowledge that where a proposed amendment alleges a new cause of action after the expiry of the limitation period, there is a presumption of prejudice to the defendant but they do not concede that the limitation period has expired in this case. The

plaintiff alleges that the new claim set out in the proposed amendments was discovered in 2012, after receipt from various Freedom of Information and Protection of Privacy Act ("FOI") disclosure materials from the Ministry of Environment and the City of Prince George (paragraph 27-29, affidavit #7 of J.A. Brink). Even if the limitation period has expired, the plaintiffs submit that the expiry of the limitation period is not, by itself, sufficient grounds to refuse the amendments.

[44] I am persuaded by the submission of the plaintiffs that the proposed amendments only reveal one new cause of action, that is, the claim for breach of a contractual duty of honest performance and good faith based on the decision in Bhasin. The defendant urged me to find that the claim with respect to failure to disclose a latent defect is a new cause of action. A careful reading of the previous pleadings, however, indicates that the plaintiffs' claims in fraud alleged that the defendant failed to disclose the existence of a landfill on the Property that was hidden from view. The allegations by the plaintiffs in paragraphs 13-16 of the notice of civil claim filed February 20, 2013, while they do not use the words "failure to disclose a latent defect", seem to be alleging just that. The plaintiffs alleged that the defendant knew about the presence of the landfill on the property prior to the execution of the lease, which was contaminated by various deleterious substances that were deemed "high risk", the landfill was capped and not visible on inspection and the defendant fraudulently failed to disclose the landfill to the plaintiffs, which they were obliged to do. I agree with the submission of counsel for the plaintiffs that a conscious failure to disclose a latent defect constitutes a fraudulent misrepresentation, which was included in the previous pleadings. In my view, the proposed amendments are merely further and better particularization of that allegation.

[45] With regard to the proposed amendments with respect to the statutory obligations of the defendant under the Waste Management Act RSBC 1996, c. 482 and the Environmental Management Act SBC 2003, c. 53, the parties agree that the proposed amendments cannot constitute actionable wrongs, as the plaintiffs do not have standing under those statutes. I accept the submission of the plaintiffs that they have included those allegations as facts relevant to the plaintiffs' cause of action in fraud and fraudulent misrepresentation. To that extent, the proposed amendments are once again further and better particularization of those allegations. During submissions, I raised with counsel for the plaintiffs the pleading at the end of paragraph 14A of the proposed amendments which reads:

The Plaintiffs plead and rely on these sections of the WMA and the EMA.

[46] While I have accepted the submission of the plaintiffs that the allegations with respect to these statutory obligations are being pled as facts relevant to the plaintiffs' cause of action in fraud and fraudulent misrepresentation, this sentence in the proposed amendments suggests otherwise. As the plaintiffs are not advancing claims under these statutes, this sentence should be deleted from the proposed amendments.

- [47] I agree with the submission of the plaintiffs that the proposed amendments only disclose one new claim, namely the claim for breach of a duty of honest performance or good faith performance in relation to the Offer to Lease, the Lease and the Option. The defendant claims that this new cause of action is an attempt by the plaintiffs to re-litigate claims about the Option that were decided by this court in 2011 and this new claim should have been litigated at the same time. The defendant submits that this constitutes an abuse of process because the same question, whether the defendant breached the Option, has already been decided.
- [48] I note that in relation to this action, the issue of whether this action amounts to an abuse of process on this ground was addressed by Steeves J. in his decision in this proceeding on February 2, 2015. In that decision, Steeves J. reviewed the parties' arguments with respect to action estoppel and issue estoppel and noted that:

I accept that there is considerable value in the objective of preventing "interminable" litigation (Henderson at 320) so that, for example, a claim in fraudulent misrepresentation after a claim in negligent misrepresentation has been adjudicated on the same facts might raise issue estoppel, although not necessarily. I also conclude that litigation, particularly in complex commercial transactions, is a dynamic process that does not always capture the issues that are alive at any one time. I read the cases relied on by the defendant to mean that the parties cannot "open the same subject of litigation" (Henderson at 319) that was decided before. This does not mean that a plaintiff cannot bring subsequent litigation about the same property on a different subject matter.

- [49] Although it is likely arguable that the earlier litigation, which involved an allegation of breach of the Option, could have included the proposed claim of breach of honest performance, the state of uncertainty in this area of the law was not clarified by the Supreme Court of Canada until 2014 with the Bhasin decision. In light of that, it is perhaps not surprising that it was not addressed in the previous litigation and it is simply another example of complex commercial litigation being a "dynamic process that does not always capture the issues that are alive at any one time."
- [50] With regard to the submissions regarding prejudice due to expiry of the limitation period, there is a dispute between the parties as to whether the limitation period has, in fact, expired. The plaintiff relies on the affidavit evidence of J.A. Brink in support of the submission that the plaintiffs did not become aware of "the defendant's deceit and dishonesty in their dealings" until after they received documents from the B.C. Ministry of Environment and the City of Prince George pursuant to FOI requests made in 2012. The defendant takes issue with the adequacy of this evidence and submits that there are insufficient details provided by the plaintiff regarding the nature and content of the documents received in 2012. The defendant suggests that there was extensive document disclosure by the defendant prior to this date and the plaintiffs knew about the key facts underlying their claims in 2008 or 2009 and therefore the limitation period has expired.

- [51] On the basis of the evidence and submissions in this case, I cannot determine whether the plaintiffs will succeed in establishing that time began to run in 2012 or whether the defendant will be successful in its argument that the limitation period has expired. I am mindful that on an application to amend pleadings, the court must proceed on the basis that the facts as alleged can be established.
- [52] Even I were satisfied that the limitation period had expired, that would not be the end of the analysis. The expiry of the limitation period is simply one factor to consider in determining whether the chambers judge should exercise her discretion to permit the proposed amendments.
- [53] In the case of *Teal Cedar Products (1977) Ltd. v. Dale Intermediaries Ltd.* (1996) 19 B.C.L.R. (3d) 282, the B.C. Court of Appeal held that:

On principle, therefore, it appears to me that the discretion to permit amendments afforded by both Rule 24(1) and s. 4(4) of the [Limitation] Act was intended to be completely unfettered and subject only to the general rule that all such discretion is to be exercised judicially, in accordance with the evidence adduced and such guidelines as may appear from the authorities.

- [54] Finch J.A. went on to say at para. 67:

In the exercise of a judge's discretion, the length of delay, the reasons for delay and the expiry of the limitation period are all factors to be considered but none of those factors should be considered in isolation. Regard must also be had for the presence or absence of prejudice, and the extent of the connection, if any, between the existing claims and the proposed new cause of action.

- [55] More recently, the B.C. Court of Appeal in *Stone Venepal (Celgar) Pulp Inc. (Trustee of) v. IMO Industries (Canada) Inc.* 2008 BCCA 317 had occasion to consider what a chambers judge ought to do when faced with an application to amend pleadings where it is not clear whether a limitation defence would succeed in respect of the new cause of action. Bauman J.A. referred to the provisions of section 4(4) of the Limitation Act which permits the court to allow an amendment even where the fresh cause of action disclosed by the proposed amendment would have been statute barred by the lapse of time. He went on to note in para. 47 that:

Accordingly, I conclude that a chambers judge faced with an application to amend (which is otherwise proper), under Rule 24(1) and the possible expiration of a limitation period in respect of the cause of action raised in the new pleading in circumstances where it would be inappropriate to decide that issue summarily, should ask herself this question:

Assuming that the limitation period has expired, in the exercise of my discretion under section 4(4) of the Limitation Act would I nevertheless permit the amendment?

If the answer is "yes", the proposed amendment should be allowed, pursuant to the reasoning in Brito, supra. If the answer is "no" (i.e the loss of a limitation defence would cause such prejudice as would not permit the exercise of the s.4(4) discretion in favour of the amendment) then the amendment should be allowed without prejudice to the defendant raising the limitation defence at trial.

- [56] Bauman J.A. noted that this process protects the interests of both parties in a case where it is not possible to resolve the limitations issue on the application to amend pleadings.
- [57] In this case, I am faced with a possible expiration of a limitation period and I cannot determine the limitation issue summarily on the material before me. Defence counsel submits that the affidavit material is inadequate to support the submission that the running of time was postponed until 2012 because of the absence of details regarding the documents that the plaintiffs say were disclosed to them at that time. I accept that the affidavit #7 of J.A. Brink does not refer to specific documents received as a result of the plaintiffs' FOI requests but it does refer to the information that the plaintiffs learned 2012 regarding the Landfill Closure Plan approved by the Ministry of Environment and the defendant and the failure to implement that plan and obtain approval of the Ministry of Environment to the closure of the landfill. Proceeding on the assumption that the facts as alleged can be established, it is not clear to me that the limitation period has, in fact, expired with respect to the new claim of the plaintiffs. In accordance with the directions in Stone Venepal, assuming that the limitation period has expired, in the exercise of my discretion under section 4(4) of the Limitation Act, I would nevertheless permit the proposed amendments.
- [58] The defendant also submitted that the defendant would suffer prejudice due to the timing of the amendments so close to the previously scheduled trial dates, the lack of particulars regarding the allegations of fraudulent misrepresentation in the proposed amendments and the need to prevent interminable litigation.
- [59] The trial in January 2017 was adjourned by consent due to the appointment of new counsel for the plaintiff. A new trial date has not yet been set but counsel for the parties anticipate that the new trial date will likely not be until January 2018. There is no evidence before me that the timing of these amendments would prejudice the defendant.
- [60] I do not agree with the submission of the counsel for the defendant that the proposed amendments lack sufficient particulars of the alleged fraud and fraudulent misrepresentation. On the contrary, the proposed amendments in paragraph 17C add particulars regarding dates, persons and documents which were not in the previous pleadings. In my view, the proposed amendments provide greater particularization of the plaintiffs' claims which better inform the defendant of the nature of the case it has to meet at trial.

[61] Finally, with respect to the submission that the length of time that this has gone on results in actual prejudice to the defendant, as Steeves J. noted in his earlier decision in this case, there is considerable value in the objective of preventing interminable litigation. In the circumstances of this case, however, I am not satisfied that allowing the proposed amendments would result in actual prejudice to the defendant.

Conclusion

[62] In summary, I have concluded that the proposed amendments are necessary so that the real questions in issue between the parties may be finally determined and therefore the proposed amendments should be allowed. I will therefore grant leave to the plaintiffs to file a further amended notice of civil claim as set forth in Schedule "A" to the notice of application, subject to my comments above regarding the last sentence of paragraph 14A.

[63] The plaintiffs have been substantially successful and they are entitled to their ordinary costs in any event of the cause.

"The Honourable Madam Justice Church"

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Prepared on 29 October 2026 · Esheria