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• THE "IMPRACTICAL EFFECT" OF *LEMARE LAKE LOGGING LTD.* IN THE ENFORCEMENT OF SECURITY IN QUEBEC •

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Friday, November 13, 2015 will remain engraved in the memory of many insolvency law practitioners around Canada. On that day, the Supreme *Lachance* Court of Canada (the "S.C.C.") rendered three decisions that had an impact on insolvency law.[1] As you can imagine, this happens only once in a blue moon. One could say that the curse surrounding Friday the 13th had instead brought luck to the insolvency community. However, for our fellow Quebec lawyers, let us not be fooled! We are brought back to reality, and the fear of Friday the 13th quickly sets in after a reading of the decision in *Lemare Lake Logging Ltd.* [*Lemare Lake*]. We do not want to sound superstitious, but with its recent ruling, the S.C.C. confirmed an apprehension of many Quebec practitioners: Justice Dumas of the Superior Court of Québec may have been right when he mentioned in his own trilogy of decisions that a receiver appointed under the *Bankruptcy and Insolvency Act* [*BIA*][2] must wait for the provincial notice period provided for in the *Civil Code of Québec* [*CCQ*][3] to expire before proceeding with the enforcement of a security.[4]

• In This Issue •

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The Quebec Regime

Under the *CCQ*, the enforcement of a security is rather straightforward. The secured creditor faced with a defaulting debtor serves and files with the appropriate registry a prior notice of its exercise of an hypothecary right. The prior notice will disclose, among other things, any failure by the debtor to perform its obligations, the amount of the claim in principal and interest, a description of the charged property, and the nature of the hypothecary right that the creditor intends to exercise.[5] The secured creditor then has to wait for the expiry of the period mentioned in the prior notice before exercising its hypothecary right or petitioning the Court for a forced surrender of the charged assets.[6] This period is 20 days after the registration of the prior notice in the case of movable property and 60 days in the case of immovable property, and is granted to allow the debtor or a third party to remedy any outstanding default.

There is not much controversy when the secured creditor is facing a recalcitrant but solvent debtor. It might take time, but if the secured creditor did its homework properly, it should obtain a rather positive outcome. The real question is: what happens when a secured creditor faces an insolvent debtor? In such a scenario, the 20- and 60-day notice periods appear long and might harm the potential recovery. As stressed by Justice Côté in her dissenting opinion in *Lemare Lake*, in bankruptcy and insolvency law, time is of the essence.

The Two Schools of Thought in Quebec

Prior to the ruling of the S.C.C. in *Lemare Lake*, there were two schools of thought regarding the recourses available to a secured creditor dealing with an insolvent debtor. The first school of thought is the most common one. It is shared by virtually all insolvency practitioners and the judiciary in Quebec and consists of giving the secured creditor a choice between the *BIA* and the *CCQ*.

If the secured creditor opts for the *BIA*, that election is to the exclusion of the provisions on the exercise of hypothecary rights in the *CCQ*. In that respect, as the *BIA* is a complete code,[7] there is no need to rely on the provisions of the *CCQ*. Therefore, a creditor who wishes to proceed under the *BIA* simply has to send to the debtor a notice of intention to enforce a security pursuant to s. 244 *BIA*, and then wait for the expiry of the 10-day period or obtain the consent of the debtor or the approval of the Court to enforce the security. It is only then that the secured creditor can petition the Court for the appointment of a receiver pursuant to s. 243 *BIA* and ask that the receiver be granted the power to sell the assets that are under receivership.

This school of thought appears to be shared by Justice Castonguay, coordinator of the Commercial Division of the Superior Court of Québec, district of Montreal, as well as by Justice Émond, now a Justice with the Québec Court of Appeal.

In 9113-7521 Québec Inc. (Syndic de),[8] Castonguay J. wrote:

[52] Si le législateur avait voulu limiter l'applicabilité de l'article 243 L.F.I., il l'aurait spécifiquement prévu, ce qui n'est pas le cas.	[Unofficial Translation]: [52] If the legislator had wanted to limit the applicability of article 243 *BIA*, he would have specifically provided for it, which is not the case.
[53] Il n'appartient pas au Tribunal de limiter l'application d'une loi, en l'occurrence la L.F.I., et ce, en raison de l'existence de recours en droit québécois.	[53] It is not up to the Tribunal to limit the application of a law, which in this instance is the *BIA*, because of the existence of recourses in Quebec law.
[54] D'ailleurs, il n'existe aucune incompatibilité entre les recours prévus à la L.F.I. et les recours hypothécaires prévus au *Code civil du Québec*, un créancier garanti ayant le libre choix d'exercer l'un ou l'autre.	[54] Furthermore, there exists no incompatibility between the recourses provided within the *BIA* and those provided in the *Quebec Civil Code*, a secured creditor has the choice of resorting to one or the other.

Similarly, in Dragage Verreault Inc. (Syndic de),[9] Émond J. wrote:

[4] CONSIDÉRANT que la Caisse Desjardins des Etchemins peut exercer ses garanties en vertu des règles du *Code civil du Québec* ou de la *Loi sur la faillite et insolvabilité*, et ce, à son choix;	[Unofficial Translation]: CONSIDERING that the Caisse Desjardins des Etchemins can enforce its guarantees under either the rules of the *Quebec Civil Code* or under the *Bankruptcy and Insolvency Act*, as it so chooses;

The second school of thought is a less common one. In fact, as far as our research shows, it may be particular to a single judge, Dumas J. of the Superior Court of Québec. The approach consists of combining the application of the provisions of the *BIA* and of the *CCQ*.[10] According to Dumas J., such an approach is justified by s. 72

BIA providing that: "[t]he provisions of this Act shall not be deemed to abrogate or supersede the substantive provisions of any other law or statute relating to property and civil rights that are not in conflict with this Act […]". He thus favours an approach whereby the notice period provided for by the *CCQ* has to expire (and not only the 10-day notice period provided for by s. 244 *BIA*) before a receiver can be authorized to execute the creditor's security. The rationale behind this reasoning is that the debtor is entitled to benefit from the 20- or 60-day notice period provided by the *CCQ* to cure any outstanding default thereby defeating the secured creditor's action. This school of thought is well illustrated in the *Média5 Corporation*[11] decision, in which Dumas J. wrote:

[63] Le délai de 10 jours prévu à l'article 244 est un délai minimal donné au débiteur.	[Unofficial Translation]: [63] The delay of 10 days provided for in article 244 is a minimum delay granted to the debtor.
[64] Le but de l'article 244 est d'informer clairement le débiteur de l'intention de son créancier de réaliser ses garanties. Il constitue une codification du principe reconnu par la jurisprudence voulant qu'avant de réaliser le prêt qu'il a consenti à son débiteur un créancier soit tenu de lui laisser un délai raisonnable pour le payer.	[64] The goal of article 244 is to clearly inform the debtor of his creditor's intention to enforce his guarantees. It constitutes the codification of the well-known principle in caselaw which states that before a creditor is to enforce a loan granted to a debtor, he is to grant the debtor a reasonable period of time to pay it.
[65] Par contre, il faut rappeler que l'article 72(1) LFI reçoit toujours application :	[65] However, we must remember that article 72(1) *BIA* is still applicable:
« 72. (1) La présente loi n'a pas pour effet d'abroger ou de remplacer les dispositions de droit substantif d'une autre loi ou règle de droit concernant la propriété et les droits civils, non incompatibles avec la présente loi, et le syndic est autorisé à se prévaloir de tous les droits et recours prévus par cette autre loi ou règle de droit, qui sont supplémentaires et additionnels aux droits et recours prévus par la présente loi. »	"72. (1) The provisions of this Act shall not be deemed to abrogate or supersede the substantive provisions of any other law or statute relating to property and civil rights that are not in conflict with this Act, and the trustee is entitled to avail himself of all rights and remedies provided by that law or statute as supplementary to and in addition to the rights and remedies provided by this Act."
[66] En conséquence, pour réaliser ses garanties, IQ doit respecter les règles établies par le *Code civil du Québec* et les lois provinciales.	[66] Therefore, to enforce its guarantees, IQ [the second ranking creditor] must respect the rules established by the *Quebec Civil Code* and provincial laws [including the 20- or 60-day notice period].

In his subsequent decision in *Boréal – Informations stratégiques*, Dumas J., without elaborating on the topic, stated that in some specific cases, it would be possible for a secured creditor to proceed through s. 243 *BIA* to sell a debtor's assets when the notice period provided by the C.C.Q. has not expired.[12] Justice Dumas' decision in *Banque Nationale du Canada v. 9146-2614 Québec Inc.*[13] suggests that those specific cases would be when (1) the recovery of the claim is in danger, (2) the property may perish, or (3) the property may deteriorate rapidly. However, none of these circumstances takes

into consideration the vital importance of timeliness for the appointment of a receiver.

[H1]The *Lemare Lake* Ruling

In *Lemare Lake*, the S.C.C. gave Dumas J. and his supporters a stronger leg to stand on. The S.C.C. was called upon to decide whether a provincial statute was in conflict with s. 243 of the *BIA*. In this case, a secured creditor sought to appoint a receiver over the assets of a debtor who was a *farmer* as defined in *The Saskatchewan Farm Security Act*.[14] The debtor contested the application and argued that the secured creditor had to abide by the specific requirements of the statute before seeking such appointment. Those requirements include, among other things, the expiry of a 150-day notice period, and a mandatory mediation process.

The majority of the S.C.C., as per Justices Abella and Gascon, concluded that one should always favour an interpretation whereby a federal statute is construed in a way that does not interfere with a provincial one. They therefore ruled that there was no conflict, as a creditor can abide by the requirements of *The Saskatchewan Farm Security Act* over and above the requirements of s. 243 *BIA*, and the statutes can thus be construed harmoniously.

In his dissenting reasons, Côté J. came to the conclusion that in the construction of a federal statute, one must conduct a purposive analysis. For Côté J., the possibility for a creditor to react in a timely and sensitive manner is one of the purposes of the *BIA*. According to Côté J., by dictating requirements that unduly delay the progress of insolvency proceedings, the relevant sections of *The Saskatchewan Farm Security Act* frustrate the purpose of s. 243 *BIA* and are therefore inoperative.

As illustrated by the reasons given by the majority of the S.C.C., the ruling could have the impractical effect of confirming the approach advocated by Dumas J. in his trilogy of decisions:

> [38] As a result of the concurrent operation of s. 243(1) of the *BIA* and Part II of the *SFSA* [The *Saskatchewan Farm Security Act*], a secured creditor wishing to enforce its security interest against farm land must wait 150 days, rather than the 10 days imposed under federal law. The creditor must also comply with the various additional requirements of the *SFSA*, such as the statutory presumptions described above. That interference with s. 243(1), however, does not, in and of itself, constitute a conflict. A conflict will only arise if such interference frustrates the purpose of the federal regime. This requires inquiring into the purpose of s. 243(1).
>
> […]
>
> [49] Any uncertainty about whether s. 243 was meant to displace provincial legislation like the *SFSA* is further mitigated by s. 72(1) of the *BIA*, which states: [citation omitted]
>
> […]
>
> [68] Section 243 was thus aimed at the establishment of a national receivership regime. Its purpose was to avoid a multiplicity of proceedings and the inefficiency resulting from them. There is no evidentiary basis for concluding that it was meant to circumvent the procedural and substantive requirements of the provincial laws where the appointment is sought. General considerations of promptness and timeliness, no doubt a valid concern in any bankruptcy or receivership process, cannot be used to trump the specific purpose of s. 243 and to artificially extend the provision's purpose to create a conflict with provincial legislation. Construing s. 243's purpose more broadly in the absence of clear evidence that Parliament intended a broader statutory purpose, is inconsistent with the requisite restrained approach to paramountcy and with the fundamental rule of constitutional interpretation referred to earlier in our reasons (paras. 20-21). Vague and imprecise notions like timeliness or effectiveness cannot amount to an overarching federal purpose that would prevent coexistence with provincial laws like the *SFSA*.

The Day After

One could legitimately ask the question: now what?

The debate that is likely to take place in Quebec is whether pursuant to *Lemare Lake*, the appointment of a receiver pursuant to the *BIA* is subject to the delays of the hypothecary recourses provided by the *CCQ*. A positive answer will raise a lot of additional questions and practical headaches for practitioners:

- Is it practical, effective, and logical that the length of the notice period before the appointment of a receiver should vary depending on the nature of the charged assets? Should we conclude that, for the same insolvent debtor, the appointment of the receiver over the movable charged assets could take place 40 days before the appointment over the immovable charged assets? Such a conclusion would be a logistical nightmare for the appointed receiver.
- Is it practical, effective, and logical that the length of the notice period before the appointment of a receiver should vary depending on the province in which the assets are located? What should be the length of the notice period if the charged assets are located across various provinces in Canada and are thus subject to various provincial statutes?
- Under which specific circumstances can a creditor proceed through s. 243 *BIA* to sell a debtor's assets when the delay provided by the *CCQ* has not yet expired (remember, Dumas J. opened that door in *Boréal – Informations stratégiques*[15])?
- Is a secured creditor who needs to act quickly likely to move to petition the company into bankruptcy or to have an interim receiver appointed? In such a scenario, are the various stakeholders turn out to be the real losers, since the sale of the debtor's assets as a going concern may be hindered, professional fees may be increased, and the returns to creditors may be reduced?

The next Friday the 13th will occur in May 2016. We will be impatiently waiting to see whether this Friday the 13th trend continues and whether it ends up being a prolific day for the courts in insolvency matters.

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All views expressed in this article should not be attributed to Davies Ward Phillips & Vineberg LLP.]

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1 *Alberta (Attorney General) v. Moloney*, [2015] S.C.J. No. 51, 2015 SCC 51 [*Moloney*]; *407 ETR Concession Co. v. Canada (Superintendent of Bankruptcy)*, [2015] S.C.J. No. 52, 2015 SCC 52 [*407 ETR Concession Co.*]; *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, [2015] S.C.J. No. 53, 2015 SCC 53 [*Lemare Lake*].

2 *BIA*, R.S.C. 1985, c. B-3.

3 *CCQ*, CQLR c C-1991.

4 *Fermes des Hautes Collines (Séquestre de) v. Banque Nationale du Canada*, [2008] J.Q. no 3075, 2008 QCCS 1495 [*Ferme des Hautes Collines*]; *Média5 Corporation Inc. (Séquestre de)*, [2011] J.Q. no 19055, 2011 QCCS 6874 [*Média5 Corporation*]; *Boréal – Informations stratégiques Inc. (Avis d'intention)*, [2014] J.Q. no 13250, 2014 QCCS 5595 [*Boréal – Informations stratégiques*].

5 Articles 2757 *et seq. CCQ*. Pursuant to said articles, a secured creditor can either(1) take possession of the

charged property and administer it, (2) accept the charged property in satisfaction of its claim, (3) cause the charged property to be sold under judicial authority, or (4) sell the charged property itself.

6 Article 2765 *CCQ*.

7 *Husky Oil Operations Ltd. v. Minister of National Revenue*, [1995] S.C.J. No. 77, [1995] 3 S.C.R. 453 [*Husky Oil Operations Ltd.*]. Though it has often been said to be a "complete code", at least since *Husky Oil Operations Ltd.*, this statement should now be questioned as a consequence of the S.C.C.'s decisions in *Moloney*, *407 ETR Concession Co.*, and *Lemare Lake*—all *supra* note 1.

8 *9113-7521 Québec Inc. (Syndic de)*, [2011] J.Q. no 8825, 2011 QCCS 3429.

9 *Dragage Verreault Inc. (Syndic de)*, [2011] J.Q. no 19083, 2011 QCCS 6880.

10 A similar approach was taken by Justice Moir of the Supreme Court of Nova Scotia in *Railside Developments Ltd. (Re)*, [2010] N.S.J. No. 8, 2010 NSSC13. In that case, Moir J. dismissed the receiver's motion to dispense with the requirement to obtain the lien holders' consent to register a building pursuant to the *Condominium Act*, R.S.N.S. 1989, c. 85, and came to the conclusion that the substantive provisions of the provincial law or statute relating to property and civil rights must be safeguarded.

11 See also *Ferme des Hautes Collines*, paras. 71–72; and *Boréal – Informations stratégiques*, paras. 14–16—all *supra* note 4.

12 *Boréal – Informations stratégiques*, *ibid*., paras. 26–27.

13 *Banque Nationale du Canada v. 9146-2614 Québec Inc.*, [2010] J.Q. no 9762, 2010 QCCS 4611.

14 SS 1988-89, c S-17.1.

15 See also *Groupe Arsenault inc. (Avis d'intention de)*, [2015] J.Q. no 1760, 2015 QCCS 898, paras. 28–29.

• JUDGMENT DEBTS ARISING FROM FRAUD OR FALSE PRETENCES: RECENT DEVELOPMENTS IN THE APPLICATION OF s. 178 OF THE *BANKRUPTCY AND INSOLVENCY ACT* •

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In the recent decisions of *H.Y. Louie Co. Limited v. Bowick* [*H.Y. Louie*][1] and *Cruise Connections Canada v. Szeto* [*Cruise Connections*],[2] the British Columbia Court of Appeal considered when judgment debts arising out of facts involving fraud or false pretences can survive bankruptcy pursuant to s. 178 of the *Bankruptcy and Insolvency Act* [*BIA*].[3] The decisions have important implications for judgment creditors.

H.Y. Louie

The defendant in *H.Y. Louie* was employed in the plaintiff's IT department. His duties included arranging for the purchase of IT products and services for the plaintiff. The defendant was also the proprietor of a company and used his position with the plaintiff to "purchase" various products and services from that company. The plaintiff eventually became aware of the situation and determined that many or all of the "purchases" could not be verified as authentic. The plaintiff sued, and while its claim included references to conduct that could be characterized as fraudulent, the plaintiff claimed damages for breach of contract and did not allege fraud or false pretences.

The defendant ultimately consented to two judgments for breach of contract, and subsequently made an assignment into bankruptcy under the *BIA*. His indebtedness related almost entirely to his obligations to the plaintiff.

The plaintiff sought to have the judgments declared debts that would survive bankruptcy, pursuant to s. 178(1)(*d*) and (*e*) of the *BIA*. Section 178 of the *BIA* sets out several circumstances in which a discharge order does not release a bankrupt from debt, including, under

subs. (1)(*d*), "any debt or liability arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity", and under subs. 1(*e*), "any debt or liability resulting from obtaining property or services by false pretences or fraudulent misrepresentation, other than a debt or liability that arises from an equity claim". These provisions are designed to ensure that a deceitful bankrupt will not be able to use the court system and the *BIA* as a mechanism for avoiding the consequences of unacceptable conduct. The onus is on a creditor to prove that its claims come within the ambit of these provisions.

In support of its s. 178 application, the plaintiff adduced affidavit evidence that appended the transcript of the defendant's examination for discovery at which evidence suggestive of fraud was elicited.

Justice Blok accepted that the consent judgments were debts within s. 178(1)(*e*) and declared that the judgments would survive bankruptcy.[4] In the judge's view, the plaintiff pled the case as it knew it at the time, and, once the circumstances surrounding the invoices became clear, the defendant consented to judgment—at which point, there was no apparent need to amend the pleadings to include allegations of fraudulent behaviour or other misconduct.

The decision was reversed on appeal. The majority (per Justice Chiasson) confirmed that courts should characterize a judgment for the purposes of s. 178 by considering the pleadings and the circumstances that gave rise to the judgment. However, the majority cautioned that "where pleadings allege a specific cause of action to which a defendant consents to judgment, a court should be loath to characterize the judgment based on allegations not made and on facts not pleaded".[5]

The majority concluded that the application judge had effectively re-characterized the consent judgments and that this amounted to an abuse of process. In the majority's view, the plaintiff had exhausted its opportunity to pursue a cause of action against the defendant in connection with his wrongful conduct when it limited its pleadings to breach of contract and entered consent judgments that were limited to breach of contract.

In the view of the minority (Justice Newbury), the decision of the Blok J. did not result in an abuse of process. While the plaintiff could have pled fraud or false pretences to guard against the possibility of the defendant going into bankruptcy at some later time, it would not have been reasonable to require that the plaintiff do so, particularly given that it was not clear that the plaintiff had a reasonable basis for such a claim until after the defendant had been examined for discovery. The plaintiff could not be faulted for failing to amend its pleadings in anticipation of a potential bankruptcy when offered consent judgments for the full amounts claimed.

The minority concluded that although the plaintiff pled breach of contract as the legal basis for its claim, the factual basis pled was sufficient to characterize the judgment as falling under s. 178(1)(*e*), since it included allegations that the defendant issued invoices to the plaintiff,

indicating that goods had been delivered and services were performed, even though they were not.

While the approach of the majority is consistent with abuse of process principles, there is some question as to why those principles ought to apply in the circumstances. The doctrine of abuse of process is animated by the notion that there can be no assumption that re-litigation will provide a more accurate result than the original proceeding, that re-litigation that produces the same result twice wastes judicial resources and imposes unnecessary costs on the parties, and that re-litigation that produces a different result undermines the credibility of the judicial process.

In this case, the Court was not re-litigating an action but was instead characterizing and assessing the nature of judgments already obtained, as required by s. 178. Moreover, it is unclear why the characterization process could constitute a waste of judicial resources: it may well be more efficient to address s. 178 issues once a bankruptcy arises rather than to require all plaintiffs to take steps to guard against such a possibility.

Cruise Connections

The defendant in *Cruise Connections* was employed with the plaintiff as a cruise ship booking agent. The defendant, along with three other booking agents and two office administrators, left the employment of the plaintiff and moved as a partnership to a rival agency. In doing so, they conspired to misappropriate confidential client lists and pre-existing bookings that were the property of the plaintiff. The plaintiff sued, alleging that the defendants had conspired to convert the property of the plaintiff for their own use.

The trial judge found the defendant and the other booking agents jointly and severally liable in damages for breach of contract and the torts of civil conspiracy and conversion.[6] However, the judge found that while the defendant had participated in the scheme, he had not participated with the other booking agents in the deceptive conduct (namely, the creation of false database entries for cruise bookings).

The defendant subsequently made an assignment in bankruptcy and applied for an absolute discharge under the *BIA*. The plaintiff responded by bringing an application for a declaration that the judgment constituted a debt under s. 178(1)(*e*).

Justice Pearlman determined that although the judgment debt resulted, at least primarily, through the acquisition of property through deceitful means, s. 178(1)(*e*) could not apply to the debt held by the defendant because the misconduct that gave rise to his liability was the surreptitious taking and use of the plaintiff's confidential information, and there were no pleadings or findings of fraudulent misrepresentation or false pretences.[7] Accordingly, the defendant's liability was predicated on breach of contract, conversion, and civil conspiracy—and not fraudulent misrepresentation or false pretences.

The decision was reversed on appeal. The Court (per Justice Garson) began by recognizing that the plaintiff did not plead or try the case on the basis of fraud, that it was not necessary to do so,

and that it could not necessarily have foreseen that the defendant would declare bankruptcy. Fortunately for the plaintiff, the Court determined that the Pearlman J. erred in failing to properly consider that the defendant was jointly liable for the conduct of his co-defendants, including the deceitful false database entries. As a result, it was not necessary for the application judge to find that the defendant participated in the actual deceptive conduct himself in order for his liability for participating in the deceptive and wrongful scheme to survive bankruptcy under s. 178(1)(*e*).

Implications

The decisions in *H.Y. Louie* and *Cruise Connections* are a reminder that plaintiffs ought to proceed with caution when pursuing claims against defendants that may potentially trigger the application of s. 178(1)(*e*) or (*d*) of the *BIA*.

While it will not be prudent to make doubtful allegations of fraud or false pretences in order to guard against the possibility of bankruptcy (given that doing so may prejudice the defendant and give rise to special costs), a plaintiff should consider amending its claim to add such allegations if it becomes aware of compelling evidence in that regard.

Where such evidence exists and the plaintiff has an opportunity to obtain a consent judgment, it should consider doing so only after amending its claim. In addition, where possible, the plaintiff should ensure that the consent judgment reflects that it has arisen out of circumstances falling within s. 178(1)(*e*) or (*d*). In practice, however, defendants will likely be resistant to enter consent judgments which provide that they have arisen out of such circumstances. Accordingly, plaintiffs may increasingly have no alternative other than to proceed with a full trial or summary process in order to obtain judgment.

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1 [2015] B.C.J. No. 1163, 2015 BCCA 256.
2 [2015] B.C.J. No. 1776, 2015 BCCA 363.
3 R.S.C. 1985, c. B-3.
4 *H.Y. Louie Co. Limited v. Bowick*, [2014] B.C.J. No. 1250, 2014 BCSC 1097.
5 *Supra* note 1, para. 87.
6 *Cruise Connections Canada v. Cancellieri*, [2012] B.C.J. No. 76, 2012 BCSC 53.
7 *Re Szeto*, [2014] B.C.J. No. 2136, 2014 BCSC 1563.

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