



Original Notice of Civil Claim filed on July 12, 2013
Amended Notice of Civil Claim filed on July 16, 2013 pursuant to Rule 6-1(1)
Further Amended Notice of Civil Claim filed pursuant to Rules 6-1 and 6-2(7) of the Supreme Court Civil Rules and the Order of Master Taylor granted October 7, 2015

No. S-135290
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FIC REAL ESTATE FUND LTD.

PLAINTIFF

AND:

KENNETH HORNE AND
ARLENE HORNE

DEFENDANTSS

1. AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiffs and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served to you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff, FIC Real Estate Fund Ltd ("FIC"), is a body corporate, duly incorporated pursuant to the laws of the Province of British Columbia and carries on business in the City of Vancouver and elsewhere in Canada including Alberta.

2. The Defendant Kenneth Horne is a 50% shareholder of 1316576 Alberta Ltd and as far as the Plaintiff is aware resides in Sherwood Park, in the Province of Alberta ("Horne").

2.3. The Defendant Arlene Horne is the wife of Kenneth Horne and joint owner of the BC Property as defined below ("Arlene Horne").

3.4. Malcolm Lennie ("Lennie") a Barrister and Solicitor practising law in the proving of Alberta and, to the knowledge of the Plaintiff, resides in the City of Edmonton, Alberta.

4.5. 1316576 Alberta Ltd ("131") is a corporation registered to carry on business in the Province of Alberta.

5.6. Lennie acted as the solicitor for FIC and 131 with respect to the real estate transaction that is the subject of this action. Lennie was also, at all material times, a 50% shareholder in 131.

6.7. Horne, 131 and Lennie are Defendants in Alberta Action No. 1003 03313 initiated by FIC.

7.8. On or about May 14, 2007, FIC (as nominee for FIC REF pursuant to a disclosed Agreement concurrently dated May 14, 2007) and 131 entered into a Purchase and Sale Agreement (the "Agreement") for three contiguous parcels of land located in Strathcona County, in the Province of Alberta legally described as:

MERIDIAN 4, RANGE 22, TOWNSHIP 51

SECTION 30
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT 1.67 HECTARES (4.13 ACRES) FOR
ROAD AS SHOWN ON THE ROAD PLAN 100LZ
EXCEPTING THEREOUT ALL MINES AND MINERALS
DESCRIPTIVE PLAN 9120777 (herein the "Ceretzke Lands")

DESCRIPTIVE PLAN 9120777

LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 24.3 HECTARES (60.05 ACRES) MORE OR LESS (herein the
"Mossing Lands")

THE SOUTHWEST QUARTER OF SECTION THIRTY ONE (31)
TOWNSHIP FIFTY ONE (51)
RANGE TWENTY TWO (22)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: A) ALL THAT PORTION WHICH LIES NORTH
EAST OF THE ROAD AS SHOWN ON ROAD PLAN 1050JY AND SOUTH
OF THE ROAD AS SHOWN ON ROAD PLAN 1930P, CONTAINING 1.76
HECTARES (4.35 ACRES) MORE OR LESS
14.0 HECTARES (34.55 ACRES) FOR ROAD AND 0.308
HECTARES (0.76 ACRES) FOR EXTRA ROAD BOTH AS SHOWN
ON DESCRIPTIVE PLAN 9120777
EXCEPTING THEREOUT ALL MINES AND MINERALS (herein the "Horne
Lands")

(collectively referred to herein as the "Crossroads Property").

8.9. In order to fulfill its obligations to FIC under the Agreement, 131 concurrently entered into Purchase and Sale Agreements to acquire the Ceretzke Lands, Mossing Lands and Horne Lands with closing dates of August 15, 2007, August 15, 2007 and June 15, 2007 respectively.

9.10. 131 acquired the Ceretzke Lands on or about October 2, 2007.

10.11. 131 acquired the Mossing Lands on or about October 11, 2007. However, 131 subsequently defaulted under the terms of a mortgage granted to the Mossings and the property was foreclosed upon by Blair and Susan Mossing pursuant to an Order of the Court of Queen's Bench of Alberta dated April 15, 2011.

11.12. The purchase price for the Crossroads Property was \$5,250,000.00 plus applicable goods and services tax (the "Purchase Price"). The manner in which the purchase price was to be paid was set forth in Section 4 of the Agreement and provides for a series of payments

and a vendor take back ("VTB") mortgage, all to occur by January 15, 2008. The VTB mortgage contemplated in the Agreement was later deleted by agreement of the Parties.

~~12.13.~~ The Agreement originally had a closing date of January 15, 2008. However, by agreement of the parties and in light the VTB financing change, as well as sub-division approval delay and lot servicing issues, the closing date was extended by mutual agreement.

~~13.14.~~ FIC's purchase of the Crossroads Property has not closed in light of 131's breach of its obligations under the Agreement as more fully set forth herein.

The Payments Made

~~14.15.~~ Lennie received \$4,673,470 in trust from FIC to be applied to the Purchase Price as required under the Agreement.

~~15.16.~~ FIC provided payments to Lennie in the amounts and on the dates set forth below to be held in trust on the Purchaser's behalf in respect of the Purchase Price.

Date	Amount Paid
June 7, 2007	\$85,000.00
September 11, 2007	500,000.00
September 11, 2007	375,000.00
September 11, 2007	125,000.00
September 30, 2007	100,000.00
September 30, 2007	100,000.00
September 30, 2007	136,000.00
October 31, 2007	530,000.00
October 31, 2007	-(32,500.00)
February 29, 2008	550,000.00
February 29, 2008	700,000.00
February 29, 2008	300,000.00
March 31, 2008	200,000.00
March 31, 2008	200,000.00
March 31, 2008	136,500.00
March 31, 2008	200,000.00
April 30, 2008	230,000.00
April 30, 2008	8,470.00
May 31, 2008	230,000.00
TOTAL	\$4,673,470

(herein the "Purchase Monies").

~~16.17.~~ The balance of the Purchase Price was to be paid when 131 was in a position to close so that it could satisfy its vendor's representations. However, on July 11, 2011 FIC became aware that effective November 29, 2007 131 ceased efforts to satisfy said vendor's representations.

Vendor's Breach of Agreement

~~17.~~18. 131 is obliged, pursuant to representations made by 131 in the Agreement ("Vendor's Representations"), to provide title to the Plaintiff to 15 subdivided lots to be formed out of the Crossroads Property. Furthermore, 131 is required to complete the subdivision of the Crossroads Property, including obtaining all survey and engineering reports as might be required and to attend all hearings and meetings as may be required by the County of Strathcona in order to effect subdivision approval.

~~18.~~19. 131 has refused or neglected to take all necessary steps to obtain subdivision approval despite the Plaintiff's efforts to have 131 comply with its obligations under the Agreement.

~~19.~~20. On July 11, 2011 Horne acknowledged that 131 ceased active efforts to develop the Crossroads Property on November 29, 2007.

~~20.~~21. Pursuant to the Vendor's Representations under the Agreement, the Vendor is also obliged to provide services to the 15 sub-divided lots to be formed from the Crossroads Property. The services were to include gas, power, and telephone to each Crossroads Property lot line and water (to a maximum cost of \$100,000.00 per lot).

~~21.~~22. Despite the repeated efforts of the Plaintiff to have 131 complete the lot servicing requirements contained in the Agreement, 131 has breached its obligations under the Agreement and refused or negligently failed to comply with its obligations to provide a lot serviced subdivision as required within a reasonable period of time.

The Actions of Malcolm Lennie

~~22.~~23. At all material times, Lennie acted as the Solicitor for the Plaintiff and also acted as the solicitor for 131 with respect to the Agreement.

~~23.~~24. On June 6, 2008, Lennie first advised a representative of the Plaintiff that he had an interest in 131. It later came to the Plaintiff's attention that Lennie was in fact a 50% shareholder in 131.

~~24.~~25. Lennie knew or should have known that this conflict of interest rendered him unable to act objectively and in the best interests of the Plaintiff.

~~25.~~26. Given 131's breach of the Agreement through its failure to comply with the Vendor's Representations, the Plaintiff has made demands on Lennie to return the Purchase Monies which were to be held in trust. However, despite these demands Lennie has improperly refused or neglected to return the Purchase Monies to the Plaintiff.

~~26.~~27. Further and in the alternative, Lennie has fraudulently or alternatively negligently and in breach of his fiduciary and obligations of loyalty to the Plaintiff released the Purchase Monies to 131, Horne, Lennie or such other legal entity that is presently within the knowledge of Lennie and not FIC.

~~27.~~28. FIC subsequently obtained an Order of the Court of Queen's Bench of Alberta filed August 11, 2011 (the "Macklin Order") directing, *inter alia*, that Lennie pay into Court the monies held in his trust account received from or on behalf of FIC.

~~28.~~29. In response to the Macklin Order, Lennie paid into Court \$1,650.00 from his trust account.

~~29.~~30. So far as can presently be determined, the Purchase Monies were converted to the use of others by Lennie as follows:

On or about October 15, 2007 \$530,000 was transferred to Horne for no consideration;

On or about February 5, 2008 \$550,000 was transferred to Horne for no consideration;

On or about February 7, 2008 Horne and Arlene Grace Horne, purchased property in Vernon Assessment Area in British Columbia for \$360,000.

In February 2008 \$183,079.22 was transferred to Horne for no consideration and which was then utilized by Horne, with the knowledge of Lennie, to pay down a mortgage registered against property owned by Horne;

At least \$2,300,000 was used to purchase the Ceretzke Lands which property was, until April 23, 2013, registered in the name of 131. The Ceretzke Lands were sold by 131 on April 23, 2013 and the proceeds of sale distributed to Lennie and Horne;

At least \$631,520.84 was purportedly used towards the purchase of the Mossing Lands which was subsequently foreclosed upon.

~~30.~~31. Lennie knowingly released the Purchase Monies notwithstanding the fact that 131 has not complied with the Vendor's Representations set forth in the Agreement and had ceased active steps to satisfy the Vendor's Representation on November 29, 2007.

The Actions of Kenneth Horne and Arlene Horne

~~31.~~32. Horne is the principal officer and 50% shareholder of 131. At all material times, Horne knew and understood the Vendor's Representations under which 131 was obliged to FIC pursuant to the terms of the Agreement.

~~32.~~33. Horne was the sole directing mind of 131. 131 has not taken any, or any adequate, steps to effect subdivision approval nor has the lot servicing requirements set forth under the Vendor's Representations been carried out by 131.

~~33.~~34. On or about February 7, 2008, two days after receipt of a portion of the Purchase Monies from 131, Horne and Arlene Horne purchased property legally described as:

Lot 22, Section 19, Township 22 Range 10 and of Section 24 Township 22 Range 11 West of the 6th Meridian Kamloops Division Yale District Plan 24338 25338

("BC Property")

~~34.~~35. Horne received \$550,000 of the Purchase Monies on or about February 5, 2008. The declared consideration for the BC Property was \$360,000. Horne holds the BC Property in trust for FIC.

~~35.~~36. Horne conspired with and encouraged Lennie to convert \$1,080,000 of the Purchase Monies to Horne's use and benefit. Some or all of these monies were subsequently used by Horne to acquire another property or alternatively to discharge liabilities owing by Horne against another property that was owned directly or indirectly by Horne (the "Supplemental Horne Property").

~~36.~~37. In addition, a further \$183,079.22 of the Purchase Monies was transferred to Horne by Lennie for no consideration and which was then utilized by Horne to pay down a mortgage registered against property owned by Horne. Horne conspired with and encouraged Lennie to the conversion of these monies to his use and benefit.

~~37.~~38. Horne and Arlene Horne utilized the Purchase Monies improperly received from Lennie for ~~his~~their own personal use and benefit with the knowledge that 131 had not and could not comply with the Vendor's Representations. In so doing Horne and Arlene Horne caused loss and damage to the Plaintiff.

39. FIC states that Horne and Arlene Horne ~~have~~has been unjustly enriched.

~~38.~~40. The Plaintiff further states that Horne and Arlene Horne knowingly and fraudulently received a portion of the Purchase Monies and ~~has~~knowingly participated in Lennie's breach of trust.

Sale of the Ceretzke Lands

~~39.~~40. 41. FIC had caveats places upon the Ceretzke Lands. In or about March 2013 the caveats were erroneously discharged from the Ceretzke Lands. The Defendants immediately and improperly acted upon the erroneous removal of the caveats and sold the Ceretzke Lands on April 23, 2013 to Strong Heart Holdings Ltd. for a stated price of \$1,615,000.00.

~~40.~~41. 42. On May 15, 2013, the Alberta Court of Queen's Bench ordered 131, Lennie and Horne to pay into Court the proceeds of sale arising from the sale of the Ceretzke Lands and, in the case of Horne, the proceeds arising from the sale of the Horne Lands. Further, to the extent they were unable to pay the full amount of the funds arising from the sale of the Ceretzke Lands and the Horne Lands into Court, they were required to provide a Statutory Declaration disclosing to whom the funds had been disbursed and the manner in which the disposition had occurred.

~~41.~~42. 43. The May 15, 2013 Order was served on the Defendants on May 15, 2013.

~~42-43.~~ 44. To date Horne has not paid the proceeds into Court arising from the sale of the Horne Lands, the proceeds he received from 131 arising from the sale of the Ceretzke Lands nor has he sworn the Statutory Declaration all of which had been directed by the May 15, 2013 Order of the Alberta Court of Queen's Bench.

~~43-44.~~ 45. 131 distributed the proceeds of the sale of the Ceretzke Lands to Lennie and Horne. Horne received \$1,000,000.00 from the proceeds of sale on or about April 15, 2013.

~~44-45.~~ 46. To date Horne has not complied with the May 15, 2013 Order.

~~45-46.~~ 47. A further Order was obtained from the Alberta Court of Queen's Bench on July 3, 2013 freezing the accounts of Horne and ordering that records regarding the holdings and any transfer of funds along with the whereabouts of Horne be provided.

~~47.~~ 48. The records from Horne's banking institution show that the day after receipt of an Order from the Court of Queen's Bench confirming the May 15, 2013 Order Horne transferred \$600,000.00 to an account in British Columbia at the Salmon Arm Savings and Credit Union.

~~46.~~—

Breach of Mortgage

49. In or about May 7, 2014~~5~~, by consent, a mortgage was registered against the BC Property against Horne's interest in the BC Property for the benefit of FIC in the amount of \$250,000.

50. Further, Horne consented to an Order of this Court that he held his interest in the BC Property in trust for FIC.

51. On or about May 12, 2015 Horne entered into a Settlement Agreement for the settlement of the actions in Alberta relating to the matters at issue which consideration included Horne transferring his interest in the BC Property to the Plaintiff.

52. Horne agreed to execute the transfer of his interest in the BC Property to FIC on May 13, 2015.

53. Horne has failed to execute the transfer.

54. The mortgage payment is due on demand. Demand has been made and payment has not been received.

Breach of Settlement Agreement

55. On or about May 12, 2015 Horne entered into a Settlement Agreement for the settlement of the actions in Alberta. The Settlement Agreement provided that Horne was to pay \$1,792,000 to the Plaintiff. As part of the Settlement Agreement Horne was to transfer his interest in the BC Property to the Plaintiff.

56. Horne was to have executed the transfer of his interest in the BC Property on May 13, 2015.
57. Horne has refused to execute the transfer and has breached the Settlement Agreement.

Part 2: RELIEF SOUGHT

1. An interim and interlocutory order that the Salmon Arm Savings and Credit Union located at Trans Canada Highway, PO Box 248, Sorrento, BC, V0E 2W0 is directed to:
 - a. Immediately freeze all bank accounts belonging to the Defendant Kenneth Horne (individually or jointly) maintained at that branch or any other branch of the Salmon Arm Savings and Credit Union.
 - b. To provide to counsel for the Plaintiff within 7 days of the service of this Order, bank account statements for each account maintained by Kenneth Horne (individually or jointly) at the Salmon Arm Savings and Credit Union for the period May 1, 2013 to the present.
 - c. Concurrently with the provision of the bank account statements referred to in paragraph (b) herein, to provide to counsel for the Plaintiff copies of all wire transfers, cheques or other documentation evidencing disbursement of funds from any of the accounts identified in the proceeding paragraphs.
 - d. To provide counsel for the plaintiff with all contract information that the Salmon Arm Savings and Credit Union has for the Defendant, Kenneth Horne.
2. A declaration that Horne is holding in trust for FIC the property located at:

Lot 22, Section 19, Township 22 Range 10 and of Section 24 Township 22 Range 11 West of the 6th Meridian Kamloops Division Yale District Plan 24338 25338 ("BC Property")
3. A declaration that Arlene Horne is holding in trust for FIC the property located at:

Lot 22, Section 19, Township 22 Range 10 and of Section 24 Township 22 Range 11 West of the 6th Meridian Kamloops Division Yale District Plan 24338 25338 ("BC Property")
4. A Certificate of Pending Litigation be filed against the BC Property, or in the alternative against the interest of Horne in the BC Property.
- ~~3.5.~~ A Certificate of Pending Litigation be filed against the BC Property, or in the alternative against the interest of Arlene Horne in the BC Property.
- ~~4.6.~~ A declaration that the Purchase Monies were converted by the Defendants and are being wrongfully withheld by the Defendants;

- ~~5-7.~~ A declaration that Lennie held the Purchase Monies in trust for the Plaintiff;
- ~~6-8.~~ A declaration that Horne holds all proceeds received from 131 arising from the sale of the Ceretzke Lands in trust for the Plaintiff;
- ~~7-9.~~ An order directing that the proceeds from the sale of the Ceretzke Lands that have been transferred to British Columbia be paid into Court for the benefit of this action;
- ~~8-10.~~ An order directing that any proceeds from the sale of the Ceretzke Lands that have been transferred or are located in British Columbia and have been paid into Court be paid out of Court to the Plaintiff;
11. An order tracing the Purchase Monies and such further and other ancillary orders and directions as may be necessary to give effect to the tracing in British Columbia;
12. An order for specific performance of that portion of the Settlement Agreement requiring the transfer of Horne's interest in the BC Property to the Plaintiff.
13. In the alternative
 - a. Declaration that there was a valid mortgage on the BC Property in favour of FIC and that there has been a default;
 - b. A Declaration that the period for redemption has passed pursuant to the Settlement Agreement and otherwise;
 - c. An immediate order absolute transferring Horne's interest in the BC Property to the Plaintiff.
14. An order that Arlene Horne transfer her interest in the BC Property to the Plaintiff.
15. In the alternative:
 - a. an order for partition and sale of the BC Property;
 - b. an order that Horne's interest in the BC Property be transferred to FIC;
 - c. an order that the BC Property be sold;
 - ~~9-d.~~ an interim order that the proceeds of sale attributable to the interest claimed to be held by Arlene Horne be paid into court until the resolution of her interest therein.
- ~~10-16.~~ Punitive damages in such amount as this Honourable Court deems just;
- ~~11-17.~~ Interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 79;
- ~~12-18.~~ Solicitor and client costs; and

~~13.19.~~ Such further and other relief as this Honourable Court deems just.

Part 3: LEGAL BASIS

1. FIC and 131 entered into a real estate transaction pursuant to the Agreement in 2007. 131 breached the Agreement and failed to perform their obligations pursuant thereto.
2. FIC paid \$4,673,470 as Purchase Monies pursuant to the Agreement. The Purchase Monies were paid to Lennie as counsel for FIC and 131 and held in trust for FIC.
3. Lennie fraudulently, or in the alternative negligently, or in breach of his fiduciary duty and obligations of loyalty to FIC, released the Purchase Monies to 131, Horne, Lennie and others.
4. Horne and Arlene Horne improperly received Purchase Monies for no consideration and have been unjustly enriched.
5. Horne and Arlene Horne used the Purchase Monies which theyhe knew or ought to have known were impressed with a trust to purchase the BC Property. The BC Property is held in trust for FIC by Horne.
- ~~5.6.~~ Horne has admitted that he holds his interest in the BC Property in trust for FIC.
- ~~6.7.~~ The Ceretzke Lands were held in trust by 131 for FIC. They were encumbered with caveats in favour of FIC. In or about March 2013 the caveats were erroneously discharged from the Ceretzke Lands. 131 improperly and in breach of trust sold the Ceretzke Lands on April 23, 2013 for a stated price of \$1,615,000.
- ~~7.8.~~ In further breach of trust 131 transferred \$1,000,000 of the proceeds of sale from the Ceretzke Lands to Horne who knew the transfer was improper and impressed with a trust. Horne and Arlene Horne held said proceeds of sale in trust for FIC.
9. Horne was ordered to pay the funds into Court and/or account for the funds and has failed to do so. Instead, one day after failing to comply with the order for payment he improperly transferred \$600,000 out of the jurisdiction of Alberta to an account in British Columbia at the Salmon Arm Savings and Credit Union, in breach of the Court order and in an effort to shelter the funds from eventual enforcement steps by FIC in the Alberta Action.
10. Horne agreed to a Settlement Agreement that included the execution of the transfer of his interest in the BC Property to the Plaintiff and has failed to execute the document.
11. Horne's interest in the BC Property is properly that of the Plaintiff and should be so transferred.

12. Horne consented to the registration of a mortgage in favour of FIC against the BC Property. Horne has breached the terms of the mortgage, failed to pay the funds due and owing and failed to execute the transfer of his interest as agreed. These circumstances warrant the granting of an immediate order absolute.
13. Arlene Horne has been unjustly enriched...
14. Arlene Horne is holding her interest in the BC Property in trust for the Plaintiff.
15. The BC Property should be sold and all proceeds be provided to the Plaintiff.
16. In the alternative, the BC Property should be partitioned and sold.
8. _____

Plaintiffs' address for service: 1495 Marine Drive, West Vancouver, BC V7T 1B8

Fax number address for service: 604-922-8808

E-mail address for service (if any): N/A

Place of trial: Vancouver, B.C.

The address of the registry is: 800 Smithe Street, Vancouver, B.C. V6Z 2E1

Date: Original: 15 July 2013
Amended: 15 July 2013
Further Amended:
09 October 2015



Signature of Heather L. Jones
Lawyer for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This claim relates to insurance coverage and a claim for equitable contribution by the Plaintiff insurer from the Defendant insurer.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- X another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- X a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- X none of the above
- ☐ do not know

Part 4:

- ♦ *Court Order Interest Act*, RSBC 1996, c 79.
- ♦ *Insurance Act*, RS.B.C. 1996. c. 226.
- ♦ *Insurance Act*, S.B.C. 2012, c. 1.
- ♦ *Law and Equity Act*, R.S.B.C. 1996, c. 253.