SUPREME COURT OF NOVA SCOTIA
(In the Probate Court of Nova Scotia)
Citation: *Re Beals Estate*, 2026 NSSC 73

Date: 20260305
Probate Docket: Hfx No. 71013
Registry: Halifax

In the Estate of Laura Victoria Beals, Deceased

Between:

Lindsay Randall Beals and Leanne Saunders

Applicants

v.

Rolenda Victoria Beals

Respondent

And Between:

Rolenda Victoria Beals

Applicant by Counter Application

v.

Lindsay Randall Beals and Leanne Saunders

Respondents by Counter Application

Judge:	The Honourable Justice D. Timothy Gabriel
Heard:	January 12, 13, 14, 2026, in Halifax, Nova Scotia
Counsel:	Tracy Smith and Emma Vossen, for the Applicants, Respondents by Counter Application
	Matthew Moir and Nicole Power, for the Respondents, Applicants by Counter Application

By the Court:

[1] Laura Victoria Beals (sometimes referred to as "the deceased" or "Laura") died on July 6, 2023. Her assets consisted of her home at 177 Lower Partridge River Road, in East Preston, Nova Scotia, ("the house") which has a tax-assessed value of $112,000, a Scotiabank account, held jointly with her daughter Crystal, containing about $27,000, her household furnishings, and little else. Surviving were her children Leanne Saunders, Rosella Beals, Roland Beals, Robert Beals, Winston Slawter, Crystal Simmonds and Rolenda Beals. For ease of reference, I will refer to each by their given names due to (for the most part) their common surname. No disrespect is intended.

[2] Lindsay Randall Beals ("Lindsay" or "the male Applicant") is Leanne's son and, consequently, the deceased's grandson. He has applied for Proof in Solemn Form of photographs of portions of the Last Will and Testament as executed by his grandmother ("the Will"), as well as the unexecuted copy of the entire Will, which was obtained from the records of the lawyer who drafted it. Alternatively, he asks that these documents be accepted as a Section 8A writing pursuant to the provisions of the *Wills Act*, RSNS 1989, c. 505 ("the Act"), if the Court is unable to conclude that the formalities of execution, as specified in s. 6 of the Act, ever properly took place.

[3] Finally, if Lindsay's application is unsuccessful, Leanne Saunders ("the female Applicant" or "Leanne") asks this Court to appoint her as the representative of the Estate, in order that it may be administered in accordance with the provisions of the *Intestate Succession Act* (Applicant's brief, para. 102).

[4] Rolenda Beals ("the Respondent" or "Rolenda") resists Lindsay's application, and contends that, since the original of the Will could not be located following her mother's death, a presumption of revocation applies. Her position is that the male Applicant has not succeeded in rebutting it. If this Court agrees with her, she has counter-applied to be appointed representative of the Estate, rather than Leanne.

[5] Leanne and Lindsay each testified. Rosella, Roland, Louise Brooks, Rose Brooks, and Thelma Provo (the latter three witnesses being sisters of the deceased) offered testimony in support of the Applicants. The Respondent, Rolenda, testified on her own behalf. Her sister, Crystal, offered testimony supporting her position. Robert filed a Notice of Objection to Lindsay's application, but has otherwise not participated in the hearing. Winston has not participated in any way.

[6] A number of affidavits were filed. Those filed by or on behalf of the Applicants consisted of the following:

Filed November 8, 2024

- Affidavit of Lauren Grant
- Affidavit of Andrew Nicol
- Affidavit of Ashley Rimmington
- Affidavit of Leanne Saunders
- Affidavit of Lindsay Beals
- Affidavit of Tracy Smith (Solicitor's Affidavit)

Filed July 3, 2025

- Affidavit of Leanne Saunders
- Affidavit of Lindsay Beals
- Affidavit of Rosella Beals
- Affidavit of Roland Beals
- Affidavit of Louise Brooks
- Affidavit of Thelma Provo
- Affidavit of Rose Brooks

Filed August 5, 2025

- Rebuttal Affidavit of Lindsay Beals
- Rebuttal Affidavit of Louise Brooks

Filed November 10, 2025

- Affidavit of Leanne Saunders

[7] Neither Lauren Grant, Tracy Smith, Andrew Nicol or Ashley Rimmington was cross-examined.

[8] As for the Respondent, she filed affidavits on October 22, 2024, February 11, 2025, and December 15, 2025. Crystal filed affidavits on February 11, 2025, and July 22, 2025.

[9] The questions raised in this proceeding require that I consider three issues:

A. Which, if any, of the preliminary objections to admissibility, raised by the parties with respect to portions of some of the Affidavits, are valid?

B. Were the formalities of execution properly observed, and if so, is the presumption of revocation nonetheless applicable?

C. If a presumption of revocation arises, and the Applicant has not rebutted it, should the grant of Administration of the Estate be given to Leanne or Rolenda?

[10] Before dealing directly with these issues, a review of the background to this Application is necessary.

Background

[11] The Preston Wills Project (to which I will hereinafter refer as "the Project") was an initiative undertaken by certain HRM lawyers, in conjunction with some Dalhousie law students, who volunteered their time to assist qualifying individuals to draft and execute their Wills. The deceased, having met the criteria for participation, met with Lauren Grant, a project coordinator with the Legal Information Society of Nova Scotia ("LISNS"), on March 1, 2018. Laura also signed the requisite consent form so that she could participate in the Project (*Grant Affidavit*, paras. 4, 9, and Exhibit A).

[12] After doing so, she met with a Dalhousie student, and provided the student with instructions as to what she wanted in her Will. The notes taken at that meeting evidenced an intention on her part that her grandson Lindsay would be Executor, with her son Robert as Lindsay's alternate. The male Applicant was to receive Laura's home located at 177 Lower Partridge River Road (the "house") as well as household furnishings and any residue of the Estate. Laura's personal belongings were to be given to her daughter Crystal to divide among all of her siblings (*Grant Affidavit*, para. 10, Exhibit B).

[13] The Will, prepared in accordance with those instructions, was signed by Laura on April 26, 2018. The attesting witnesses were Ms. Grant and Mr. Andrew Nicol. The latter was the drafting lawyer assigned to Laura pursuant to the Project (*Grant Affidavit*, para. 13, *Nicol Affidavit*, para. 14).

[14] Among other provisions, Laura's Will contained the following:

DISINHERITANCE

> 4. The omission of a gift, devise or bequest to my children, **WINSTON SLAWTER, ROSELLA BEALS, ROLENDA BEALS, LEANNE SAUNDERS, ROLAND BEALS, JR., AND ROBERT BEALS** is intentional but without malice. My children are self-sustained adults with their own families and are aware of my intentions.
>
> [emphasis added]

[15] By way of contrast, it was common ground between all of the witnesses that Lindsay Beals has a disability, was living in the house with Laura on a fixed income for the latter portion of his grandmother's lifetime (and at the time of her death). He continues to live in the house to this day.

[16] Lindsay's evidence was that when he was born, his mother Leanne was still going to school and living at home with (her mother) Laura. As such, he spent a significant amount of time with his grandmother during his infancy and early childhood years (*Lindsay Affidavit*, July 3, 2025, para. 21). When his maternal grandfather (Laura's husband) passed away in 2013, Laura asked him to move in with her. From the fall of 2013 until his grandmother's passing, Lindsay's evidence is that he lived in the house at 177 Lower Partridge River Road, East Preston Nova Scotia. As noted above, he continues to do so up to today. (*Lindsay Affidavit*, July 3, 2025 para. 7; *Rosella Affidavit*, para. 12).

[17] During intermittent portions of this roughly 10-year interval, when he had a girlfriend, he would sometimes spend time with her. However, his primary residence never changed (*Lindsay Affidavit*, July 3, 2025, paras. 8-13). His room was in the basement of the house. Rolenda agreed (on cross-examination) that Lindsay's belongings had been kept in that room since 2013, and also that no one else ever occupied it (to her knowledge) from 2013 onward. The only exception occurred on special occasions such as holidays, when family members or other visitors stayed over, and special arrangements had to be made to find space for them.

[18] It was also the evidence of Lindsay (and supported by most of the other witnesses) that he did things to assist his grandmother during the time that he lived with her. Such things included cooking, getting groceries, cleaning the home, other household tasks, purchasing materials for and carrying out household repairs, attending to light fixtures when they needed changing, purchasing different things for the house, as well as outdoor maintenance such as lawn mowing and woodcutting, and generally being present and protective of his grandmother (*Lindsay Affidavit*, November 8, 2024, para. 12, *Lindsay Affidavit*, July 3, 2025, paras. 26-33; *Thelma Affidavit*, paras. 8-11; *Louise Affidavit*, July 3, 2025, paras. 6-

8 and 13; *Lindsay Rebuttal Affidavit,* August 5, 2025, para. 4; *Rosella Affidavit*, para. 13; *Roland Affidavit*, paras. 17-18; *Leanne Affidavit*, July 3, 2025, paras. 26-29).

[19] Crystal and Rolenda tended to be much more parsimonious in their assessment of what Lindsay actually did around the house for their mother, and, moreover, disagreed with the length of time that he claimed to have lived there. Rather, it was their evidence that Lindsay lived with his girlfriend and/or Leanne for much of the time that he claims to have lived in the house with their mother, and that he only really assumed residence with Laura in or around 2017 – 2018.

[20] Laura experienced her first stroke in September of 2021. She was hospitalized until November of that year, at which time she returned home. Upon her return, she maintained some of her former ability to function and could do some of her household tasks. Her speech, however, had been affected. All of her daughters, as well as Lindsay, began taking "shifts" helping her, and seeing that she was cared for.

[21] Sometime in November 2021, Leanne went into her mother's bedroom, and opened the drawer to the dresser appurtenant to the bed. She saw an envelope indicating that it contained the Will and Personal Directive of her mother. She believed it was unsealed at the time, and, with her son Lindsay present, she took photos of the documents (*Leanne Affidavit*, November 8, 2024, para. 423, Exhibit A; *Leanne Affidavit*, November 10, 2025; *Lindsay Affidavit*, November 8, 2024, para. 9).

[22] Prior to her second stroke, which will be discussed shortly, Lindsay had a conversation with his grandmother in her bedroom. This would have been some time in 2022. Crystal was also present. In the conversation, Laura showed her grandson the envelope and he recognized it as the same one that he and his mother had seen earlier. Laura reminded him that this was her Will, and showed him where she stored it. He recollected that the envelope was sealed with green painter's tape. Laura returned it to the bedside dresser in the presence of himself and his aunt Crystal (*Lindsay Affidavit*, November 8, 2024, para. 11).

[23] Crystal's description of what occurred on that occasion was somewhat more nuanced:

> 7. One day, in or around 2022, my mother told me and I do verily believe that she suspected someone of tampering with stuff in her room. She showed me a brown envelope that had been open. She told me, and I do verily believe, that the envelope had been sealed but that someone had taped it

> shut with clear tape. She called me up to her bedroom to show me. I recall seeing she had the bedside table door opened at the time.
>
> 8. My mother said and I do verily believe, “Look what they did. They’re in my stuff.” She was very angry.
>
> …
>
> 10. Lindsay was at my mother’s home at the time, staying in her basement. I called them up in the basement in my mother’s bedroom to discuss what my mother had showed me. I said, “Mommy said someone was messing with her stuff.” Lindsay didn't deny it.
>
> 11. I told my mother to put her envelope somewhere else. Then Lindsay went back down to the basement and I left the room and went back into the kitchen to give my mother privacy.
>
> 12. I don't know where my mother put that envelope. I never saw that envelope again.
>
> (*Crystal Affidavit*, February 11, 2025)

[24] Laura’s second (and final) stroke occurred in February 2023. She was admitted to the hospital and remained there until the last week of June 2023. Upon her return home, she was nonverbal, bedridden and required around-the-clock care. She could not be left alone. She passed away on July 6, 2023.

[25] From the date of her return home until her passing, the evidence was that her physical condition was such that she could not use her hands to feed herself. She could not talk, walk, or dress herself. She could move her head and/or eyes in a very limited fashion, and, through these means, at times, communicated in a very basic way with family members (*Leanne Affidavit*, November 8, 2024, para. 17; *Rosella Affidavit*, paras. 39-41; *Thelma Affidavit*, paras. 21-25; *Roland Affidavit*, para. 41; *Lindsay Affidavit*, July 3, 2025, para. 39).

[26] From February 2023 (when the deceased was hospitalized due to her second stroke) until a week or two before her return home in late June, her bedroom in the house was kept locked. Crystal had a key and (as it turns out) so did Roland, who testified as such. For a week or two, in late June 2023, in anticipation of her return home, the room was left unlocked while necessary renovations took place to the bedroom so as to accommodate her.

[27] During this one to two-week interval, just before Laura’s return home, two things of note happened. First, Leanne entered the bedroom and had occasion to observe that the Will was still in its original place in Laura’s bedside dresser drawer (*Leanne Affidavit*, November 8, 2024, paras. 13-14). Second, Roland also had

occasion to see the envelope containing Laura's testamentary documents in her bedside dresser. This was where he had seen the Will on previous occasions during Laura's lifetime (*Roland Affidavit*, paras. 31-34). When subsequently shown the photographs that Leanne had taken in November 2021, he was able to confirm that this was the same Will that he saw in June 2023, just before Laura returned home for the final time (*Roland Affidavit*, para. 34).

[28] After Laura died, however, a number of her children attempted to locate the Will. They searched the bedside dresser for the envelope, and other areas of the house, but were not able to locate it. It has not been located since (*Leanne Affidavit*, November 8, 2024, paras. 19-22).

[29] As noted earlier, counsel for the Applicant ask the Court to accept the photos of the executed Will, as well as the unsigned copy of the Will obtained from the records of (the law firm) Boyne Clarke, for the purposes of Proof in Solemn Form, or, alternatively, as a testamentary "writing" under s. 8A of the Act. They point to the fact that Mr. Nicol was an associate with the firm at the time of Laura's participation in the Project, and that the version thus retrieved from the firm's records was last modified on April 26, 2018 at 11:43 AM, just prior to Laura's meeting to execute the Will that day. They point out that it also corresponds exactly (except for the signatures) to the photographs taken by Leanne (*Rimmington Affidavit*, paras. 2, 5 and Exhibit B; *Applicant Brief*, para. 32).

[30] Both Mr. Nicol and Ms. Grant have confirmed that their initials appear in Leanne's November 2021 photos of the executed Will and affidavit of execution, and Lindsay has testified (both in affidavit form, and upon cross-examination) that the unexecuted Will retrieved from Boyne Clarke's file is identical to the executed Will Laura showed him which bore those initials (*Lindsay Affidavit*, November 8, 2024, para. 25; *Grant Affidavit*, paras. 14-15; *Nicol Affidavit*, para. 15).

[31] As also earlier indicated, neither Mr. Nicol, Ms. Grant, Ms. Rimmington, or Ms. Smith was cross-examined on their respective affidavits. Ms. Smith's Affidavit was filed in her capacity as counsel for the Applicant.

[32] There was a plethora of evidence, provided both in the affidavits and given *viva voce*, about the relationship between Laura and Lindsay. Most witnesses described it in very positive terms. For example, Roland, Rosella, Louise Brooks, and Thelma Provo (the latter two being sisters of the deceased) certainly viewed it as such, and offered observations that, when together, Laura and her grandson were always laughing and carrying on. They seemed to enjoy time spent in each other's

company (*Rosella Affidavit*, para. 19; *Thelma Affidavit*, paras. 11, 13-14; *Roland Affidavit*, paras 16-17). If they did have occasional disagreements, these were instances of normal family bickering, and they never lasted very long (*Rosella Affidavit*, para. 29; *Louise Affidavit*, July 3, 2025, para. 16; *Thelma Affidavit*, para. 12;). Leanne confirmed these observations as well (*Leanne Affidavit*, July 3, 2025, paras. 21-22).

[33] Both Crystal and Rolenda depicted the relationship somewhat differently. The furthest Rolenda would go was to say that Lindsay and her mother were close at times. She claimed, however, that the relationship also had a dark side. She recounted an incident after Laura had returned home, after her first stroke, which had impacted her speech and focus. She testified that Lindsay sometimes became impatient or frustrated with her, and at times shouted at her (as a result). This, in turn, would make her angry with him.

[34] Rolenda testified that, on one such occasion, her mother began to stutter in the presence of herself, Rosella, and Lindsay. He yelled at her on this occasion, and Laura became angry with him, and grabbed a knife while looking at her grandson. Rolenda's evidence was that she had to take the knife from her mother and tell Lindsay to "stop arguing with my mother" (*Rolenda Affidavit*, July 22, 2025, paras. 29-33).

[35] Crystal, in an Affidavit sworn the same day as that of her sister, agreed with Rolenda's general characterization of the relationship between Lindsay and Laura. In fact, the paragraphs in which she describes that relationship are virtually identical to paragraphs 29 and 30 of Rolenda's Affidavit of July 22, 2025:

> 40. Although my mother and Lindsay were close at times, the relationship also had a dark side. Especially after my mother's first stroke in the fall 2021, their relationship changed.
>
> 41. After my mother's first stroke, her speech was affected. She was not able to articulate her thoughts as clearly as she once had. She also was not able to focus as well. This frustrated Lindsay. I witnessed him shouting at her and become agitated with her when she could not respond clearly and quickly as she once had. She would then become angry with him.
>
> (*Crystal Affidavit*, July 22, 2025)

[36] Crystal goes on to say that Lindsay was messy and would not clean up after himself. She said her mother would not eat the food Lindsay cooked for her because she said it was not sanitary. She would often see each of them watching TV alone in

their individual rooms and "almost never saw them watching TV together" (*Crystal Affidavit*, July 22, 2025, paras. 42-44).

[37] There were several references, in the evidence of both Crystal and Rolenda, that at certain points Laura had had enough with Lindsay and wanted him "put out of the house" (see, for example, *Rolenda Affidavit*, July 22, 2025, paras. 51-53). With that said, Rolenda also conceded, on cross-examination, that on one occasion her mother had also told her to "get out of the house", while she was visiting. She qualified that, in her case, she was sure her mother had meant for her to only leave for the day.

[38] As noted above, on the date of Laura's passing (July 6, 2023) she had a bank account. It was a chequing account. Her daughter Crystal was "joint" with her on the account. It was into this account that her CPP and OAS payments were deposited, and out of which she paid her household bills such as Bell Aliant and Nova Scotia Power. Crystal would, on occasion, pick up things for her, and would obtain money from the account to pay for these items, and/or use the card and "debit" the account to make a purchase for her mother when necessary. As of the date of Laura's death, there was $27,179.48 in that account (*Exhibit 1*, p. 2).

[39] Although earlier directed to do so, as of the date of commencement of this hearing, Crystal had not produced the bank records showing the activity on this account from the date of her mother's passing to present. She was again requested by the Court to do so, on the day that the hearing began. Thus Exhibit 1 was obtained.

[40] These records show that by August 1, 2023, less than one month after Laura's death, the account was almost completely depleted. Only $2,345.17 remained. Three withdrawals from the account were especially significant. They were in the amounts of $5,000, $10,000, and another $10,000, all withdrawn in cash, on July 19, July 20 and July 27, 2023, respectively.

[41] Crystal said that these cash withdrawals were used to pay expenses associated with her mother's funeral service, together with other expenses such as her headstone, light bill, and cable bill, and the like. No invoices or receipts were produced. It appears that "Halifax Regional MSP" (property taxes in monthly installments) Bell Aliant, and Nova Scotia Power were bills that Laura was paying, as of July 2023, which were automatically debited to her account (*Exhibit 1*, pp. 1-2).

[42] Crystal acknowledged, in cross-examination, that after her mother's death in 2023, she went on "two or three trips", including attendance at a concert in Toronto, and "down south". She has also purchased an automobile, a 2024 Genesis. On one of these trips, her sister Rolenda accompanied her. By way of proffered explanation (as to how she could afford these expenditures) Crystal said she has three jobs, one full-time and two in which she is employed on a casual basis. In or around August 2023, her testimony was that she gave the bank account card, together with the "PIN", to her sister Rolenda.

[43] Many of the witnesses who testified have stated that they heard Laura say, at different times throughout her life, that the house at 177 Little Partridge River Road would be going to Lindsay when she passed (*Rosella Affidavit*, para. 13; *Louise Affidavit*, July 13, 2025, para. 14; *Roland Affidavit*, para. 18; *Leanne Affidavit*, July 3, 2025, paras. 28-29; *Lindsay Affidavit*, July 3, 2025, paras. 26 & 31). Many of these statements thus attributed to Laura are subject to preliminary objections that have been raised by the Respondent. As noted, and similarly, the Applicant has taken issue with some of the statements made by Rolenda and Crystal. These objections will be discussed later in these reasons.

[44] Not long after Laura passed away, Rolenda moved into the house, thereby living under the same roof as Lindsay. This happened sometime in late July or early August 2023. She had been living in a home in Cole Harbour, which she rented from the owners. Rolenda testified that approximately one year before that, she had been put on notice that these owners intended to sell the house and that, when they found a buyer, she would have to move. She said that she took her mother out for a drive after finding this out, and that Laura told her she should move to 177 Little Partridge River Road, after the house she was renting had sold. The Respondent said that when her landlord succeeded in selling the home during the summer of 2023, that is exactly what she did.

[45] Rolenda had been paying rent, as noted, at her Cole Harbour residence. When she moved into the house with Lindsay, she claims they had an agreement, which was to the effect that he would pay the power bills, and she would pay the property taxes. Rolenda testified that she discharged her obligation by contributing $150 per month to the bank account from which the property taxes were taken automatically when due. There is no evidence, however, that she made any such payment to the account until October 2023. Moreover, by the time she started making these contributions, the funds in that account, as noted above, had been almost completely dissipated.

[46] Lindsay, on the other hand, denies there was any such agreement, and his evidence was that he does not feel that Rolenda should be in the house at all. Moreover, his evidence is that he pays power expenses, water bills, property taxes, looks after the wood for heating, and continues to do household repairs after his grandmother passed and during Rolenda's occupancy in the house (*Lindsay Affidavit*, July 3, 2025, paras. 44-50, Exhibits B-D).

[47] Rolenda denied knowing much, if anything, about a Will. In her Affidavit filed on February 11, 2025, she said:

> 21. Before she got very sick in the spring and summer of 2023, she (Laura) would keep candies and other snacks in her bedside drawer. She would often ask me to open the door to get her something from in there. Then, after she became bedridden in June 2023, I would reach in her bedside drawer to get her Vaseline and other things that she needed to take care of her. There was no will or brown envelope in there any time I looked.
>
> 22. After my mother stroke and 2023, I began staying with my mother more frequently. Most of the siblings and I took shifts caring for her at this time.
>
> 23. After my mother passed away in July 2023, there were one or two family meetings with my siblings. We didn't discuss any will at these meetings. We discussed what would happen with my mother's possessions at her funeral, things like that.
>
> 24. On March 28, 2024, I was having a small get-together at the house for my birthday. I invited a few friends and family members.
>
> 25. I was upstairs tidying up when I heard a commotion downstairs. I then saw Crystal running upstairs and Lindsay standing with a dangerous looking tool in his hand. He had an angry look on his face and a fierce stance.
>
> 26. The commotion was not about any will. Rather, Lindsay was upset I was having a party without his permission. I did not need his permission.

[48] On the other hand, on the topic of the Will, Crystal's evidence was that it was common knowledge in the family that their mother had made a Will. To cite merely one example, in Crystal's Reply Affidavit filed on July 22, 2025, she referenced a meeting between all of them, including Rolenda, which took place after their mother had died:

> 38. All the siblings (me, Leanne, Roland, Robert, Rosella, and Rolenda) were at the family meeting in question, along with Lindsay. Leanne brought up the will and suggested we look for it while we were cleaning out our mother's home. However, she (Leanne) did not say that the will said that the home was going to Lindsay.

[49] In relation to the incident noted by Rolenda above, as having occurred on the night of her birthday party, Crystal went on to say this:

> 68. As to paragraphs 35 – 38 of Roland's affidavit, I expressly deny saying that I "burned up" my mother's will to him or to anyone, that day or any day.
>
> 69. At the party in question, I spoke to Roland about why he was letting the dispute between Lindsay and Rolenda happen. He was an influential male figure in the home and I thought Lindsay might listen to him. But I did not say I burned up the will, or even discuss the will, with Roland or anyone.

Analysis

A. Which, if any, of the preliminary objections to admissibility raised by the parties with respect to portions of some of the affidavits, are valid?

(i) Basic principles

[50] Due to the sheer number of objections that have been raised, I have prepared two charts outlining, in a very summary manner, the Court's rulings with respect to each of the impugned paragraphs. They will be found in Appendices "A" and "B" to this decision. Preliminarily to that, I will discuss, also in a general way, some of the principles or bases upon which those determinations were made.

[51] To begin with, it is well known that relevant evidence is admissible, except where it must be excluded for policy reasons or by virtue of another rule of law (*R. v. Abbey*, [1982] 2 SCR 24, para. 39). Since this is an Application in Court, *Civil Procedure Rule* ("CPR") 5 is also pertinent. CPR 5.18 provides as follows:

> **5.18 Notice of objection to admissibility**
>
> (1) A party who wishes to object to the admission of an averment, an exhibit, or a part of either in an affidavit must file a notice of objection to admissibility on a date set by a judge that must be before the finish date.
>
> (2) The notice of objection to admissibility must contain the standard heading written in accordance with Rule 82 - Administration of Civil Proceedings, be entitled "Notice of Objection to Admissibility (Application in Court)", be dated and signed, and include all of the following:
>
> (a) a statement identifying the affidavit containing an averment, exhibit, or part said to be inadmissible under the rules of evidence;
>
> (b) particulars of the averment or exhibit and a summary of the objected averment or exhibit;
>
> (c) the ground of the objection including the rule of evidence relied upon.

(3) The notice of objection to admissibility may be in Form 5.16.

(4) A party who does not file a notice of objection may not rely on the rules of evidence to exclude an averment or an exhibit in an affidavit filed in an application in court.

(5) A judge may not exclude an averment, an exhibit, or a part of either that is not the subject of a notice of objection to admissibility, unless the judge is satisfied both that the averment, exhibit, or part is inadmissible and that its remaining part of the record compromises the integrity of the fact-finding process.

[52] CPR 5.22 makes specific reference to the rules of evidence:

5.22 Rules of evidence on an application

The rules of evidence, including the rules about hearsay, apply on the hearing of an application and to affidavits filed for the hearing except a judge may, in an *ex parte* application, accept hearsay presented by affidavit prepared in accordance with Rule 39 – Affidavit.

[53] Generally speaking, in an application in court, evidence that would otherwise be tendered by a witness "in chief" (if the proceeding were a trial) is instead rendered in affidavit form. The deponent may then face cross-examination upon what is said in that document. This is intended to contribute to a more expeditious process.

[54] CPR 39.02 provides for what is, and is not, permissible in such affidavits:

39.02 Affidavit is to provide evidence

(1) A party may only file an affidavit that contains evidence admissible under the rules of evidence, these Rules, or legislation.

(2) An affidavit that includes hearsay permitted under these Rules, a rule of evidence, or legislation must identify the source of the information and swear to, or affirm, the witness' belief in the truth of the information.

[55] CPR 39.04 provides for the striking out of non-compliant material:

39.04 Striking part or all of affidavit

(1) A judge may strike an affidavit containing information that is not admissible evidence, or evidence that is not appropriate to the affidavit.

(2) A judge must strike a part of an affidavit containing either of the following:

(a) information that is not admissible, such as an irrelevant statement or a submission or plea;

> (b) information that may be admissible but for which the grounds of admission have not been provided in the affidavit, such as hearsay admissible on a motion but not supported by evidence of the source and belief in the truth of the information.
>
> (3) If the parts of the affidavit to be struck cannot readily be separated from the rest, or if striking the parts leaves the rest difficult to understand, the judge may strike the whole affidavit.
>
> (4) A judge who orders that the whole of an affidavit be struck may direct the prothonotary to remove the affidavit from the court file and maintain it, for the record, in a sealed envelope kept separate from the file.
>
> (5) A judge who strikes parts, or the whole, of an affidavit must consider ordering the party who filed the affidavit to indemnify another party for the expense of the motion to strike and any adjournment caused by it.
>
> [emphasis added]

[56] *Waverly (Village Commissioners) v. Nova Scotia (Minister of Municipal Affairs)*, 1993 NSSC 71 is usually cited in this context. Therein, Davison, J. (as he then was) conducted a helpful canvas of the authorities and distilled from them the principles which are to be applied when a motion to strike is brought.

[57] These "*Waverley*" principles, as distilled from the authorities, are set forth below:

> 1. Affidavits should be confined to facts. There is no place in affidavits for speculation or inadmissible material. An affidavit should not take on the flavour of a plea or a summation.
>
> 2. The facts should be, for the most part, based on the personal knowledge of the affiant with the exception being an affidavit used in an application. Affidavits should stipulate at the outset that the affiant has personal knowledge of the matters deposed to except where stated to be based on information and belief.
>
> 3. Affidavits use in applications may refer to facts based on information and belief but the source of the information should be referred to in the affidavit. It is insufficient to say simply that "I am advised".
>
> 4. The information as to the source must be sufficient to permit the Court to conclude that the information comes from a sound source and preferably the original source.
>
> 5. The affidavit must state that the affiant believes the information received from the source.
>
> (*Waverley*, pp. 11-12)

[58] Earlier, in *Waverley*, it had been pointed out that:

> Great care should be exercised in drafting affidavits. Both pleadings and affidavits should contain facts but there are marked differences between the two types of documents. Affidavits, unlike pleadings, form the evidence which go before the court and are subject to the rules of evidence to permit the court to find facts from that evidence. They should be drafted with the same respect for accuracy and the rules of evidence as is exercised as is exercised in the giving of viva voce testimony.
>
> … Some are opinions and inadmissible as evidence to determine the issues before the court …
>
> (*Waverley*, pp. 6-7)

[59] In the very recent decision of *Rice v. Rice*, 2026 NSCA 22, Bourgeois, J.A. described CPR 39.02 as "essential reading" (para. 51). She observed that Davison, J's comments in *Waverley* "still resonate" today (para. 53) and noted that the above excerpted "*Waverley* principles" remain "good law" (para. 54).

[60] In fact, after citing those principles, the Court in *Rice* went on to add a few others (at para. 55):

- If counsel want to rely on an affidavit containing hearsay, they should be able to clearly articulate the Rule, rule of evidence or legislation that permits its admission into evidence;
- Exhibits to an affidavit must be authenticated by the affiant within the body of the affidavit and must also comply with the *Rules* and rules of evidence. Exhibits are not a means of introducing otherwise inadmissible hearsay or opinion evidence; and
- Parties who file affidavits that are non-compliant with the *Rules* and rules of evidence will face the potential of shouldering meaningful cost consequences for doing so.

[61] In this case, since some of the objections that have been raised deal with statements allegedly made by a person who is now deceased, another relevant consideration is found in s. 45 of the *Nova Scotia Evidence Act*:

Competency and compellability at trial

45 On the trial of any action, matter or proceeding in any court, the parties thereto, and the persons in whose behalf any such action, matter or proceeding is brought or instituted, or opposed, or defended, and the husbands and wives of such parties and persons, shall, except as hereinafter provided, be competent and compellable to give evidence, according to the practice of the court, on behalf of either or any of the parties to the action, matter or proceeding, provided that in any action or proceeding in any court, by or against the heirs, executors, administrators or assigns of a deceased person, an opposite or interested party to the action shall not obtain a verdict, judgment, award or decision therein on his own testimony, or that of his wife, or of both of them, with respect to any dealing, transaction or agreement with the deceased, or with respect to any act, statement, acknowledgement or admission of the deceased, unless such testimony is corroborated by other material evidence. R.S., c. 154, s. 45.

[emphasis added]

[62] This section has been the subject of judicial commentary in a number of instances. For example, in *Turner Estate v. Bezanson*, 1995 NSCA 124, the Court of Appeal explained how this provision may intersect, in estate matters, with other evidentiary principles.

[63] In the course of doing so, the Court, in *Turner*, said this:

> Earlier decisions of this Court establish that this section did not necessarily require another witness who swears to the same thing. (**Re MacDonald Estate** (1924) 56 N.S.R. 451 (C.A.) but merely "evidence that supports the case in a material way". (**Johnson v. Nova Scotia Trust Company et al** (1976), 6 N.S.R. (2d) 88 (C.A.)).
>
> It is pertinent that the trial judge was not asked to consider s. 45; however, in considering the issue of "suspicious circumstances" the trial judge made the following finding:
>
> > Mr. Bezanson's evidence alone might not have been sufficient to allay my suspicion, but the evidence of Mr. Glasgow, Mr. Cornelius and Margaret Rose Barry persuaded me that his testimony accorded with their observations.
>
> This finding, in my opinion, provides the corroboration "by other material evidence" that s. 45 of the **Evidence Act** requires.
>
> I would therefore dismiss this ground of appeal.
>
> [emphasis added]

[64] Another (more recent) example is provided by A. Smith, J.'s decision in *Backman v. Attis*, 2024 NSSC 229 where, after having referenced Section 45, she went on to say:

> [77] Despite his client's sworn testimony that Edward Backman told her in 2015 that the Property would be hers on his death, in his submission to the Court counsel for Ms. Attis stated that she was not relying on those particular representations, and they did not form part of Ms. Attis' defence. Ms. Attis' counsel says that she relies on the statements in her affidavit, not that additional evidence which she gave. If Ms. Attis was relying on that representation, i.e., that the Property would be hers on Edward Backman's death, that hearsay evidence is not corroborated by any other evidence before the Court. That means that it is inadmissible.
>
> [78] What that also means is that the Court is left with Ms. Attis' hearsay evidence that Edward Backman told her that she would not be left homeless and not left without an income.
>
> [79] That hearsay is presumptively inadmissible. However, that evidence is corroborated by the provisions of the Will, which are entirely consistent with such a representation – a million-dollar gift and the income from the Attis Trust provide Ms. Attis with the financial means to obtain housing. She presented no evidence to the Court on this motion that she made any attempts to obtain housing, let alone was unable to secure same. Ms. Attis led no evidence that the million-dollar Gift would be insufficient to allow her to secure housing. Her position is that she needs to receive her monetary Gift to find that housing.
>
> …
>
> [95] The evidence disclosed that there was a third and draft Co-Habitation Agreement that Ms. Attis stated that she did not want to sign after getting legal advice. Ms. Attis was asked in cross-examination whether it occurred to her at that point that if Mr. Backman was asking for a new Co-Habitation Agreement that that might be the appropriate time to document the trust agreement with respect to her interest in the Property. Ms. Attis' evidence was that she only acted on the advice of her lawyer.
>
> [96] Ms. Attis' hearsay evidence that Edward Backman told her that she would not be left homeless and not left without an income is corroborated by the terms of the Will. The defence of promissory estoppel that supposedly gives Ms. Attis a non-proprietary right to live at the Property indefinitely until she receives her gifts is contradicted by the provision in the Will that requires the Trustee to sell the Property. There are no genuine issues of material fact regarding Edward Backman's intentions that require a trial for determination. If there are issues of law related to promissory estoppel as raised in the defence, that defence has no real chance of success.
>
> [emphasis added]

[65] Other discussions of this statutory provision abound. Another example is provided in *Black v. Silver Estate*, 2022 NSSC 296, where Rowe, J. pointed out:

> [9] The "other material evidence" offered in this Application that would corroborate Ms. Black's testimony that the testator had revoked the 2003 Will is the evidence of her son, Stephen Black, concerning statements and directions made to him by Ms. Silver concerning her assets and intentions. Mr. Stephen Black is not a named beneficiary in the 2003 Will, and is not purported to be a beneficiary to a more recent Will as asserted. Ms. Black submits that his evidence may be accepted by the Court, as Stephen Black is not caught by s. 45 of the *Evidence Act*.
>
> [10] Ms. Black's position is that if the Will fails, then s. 8 of the *Intestate Succession Act*. R.S.N.S. 19889, c. 236, s. 1. prevails. She submits that as Ms. Silver was unmarried at the time of her death and her only natural child was legally adopted by another family, that as the only sibling of the deceased she should be the sole heir by operation of law.
>
> [11] Ms. Silver's nephews, Mr. Stephen Black and Mr. Richard Black, would not be heirs to the estate on an intestacy, as s. 9 of the *Intestate Succession Act* is not applicable. It is possible that they could benefit if their mother, Ms. Black chose to benefit them, or they might not. Therefore, Ms. Black submits that the evidence of Ms. Black's sons is not received in contravention of s. 45 of the *Evidence Act*, to the extent that it provides material corroboration of their mother's evidence.
>
> [12] It should be noted that the weight of such corroborative evidence may be adjusted by the Court, if the Court finds that the witness may be motivated by self interest or is not credible or consistent in their evidence. (See also more recently*, Billard v. Billard Estate*, 2022 NSSC 167 para [16] for an application of the principles).

[66] In *MacKinnon v. MacKinnon Estate*, 2021 NSSC 272, Gogan, J. (as she was then) observed:

> [55] Before concluding these reasons, I return to an evidentiary issue. Significant portions of the affidavit evidence were excluded for non-compliance with *Rule* 39 and the general rules of evidence. However, there were passages in the affidavits that were conditionally admitted pending a review of the impact of s. 45 of the *Evidence Act*. The portions of the affidavits at issue were clearly identified on the record. Generally, they are hearsay statements made by the affiants that purport to offer evidence of Neila's testamentary intent. Section 45 of the *Evidence Act* operates as a barrier to the admission of such statements "unless such testimony is corroborated by other material evidence". The parties provided written submissions on this point post hearing.
>
> [56] Having now considered the parties submissions, I find that the statements are sufficiently corroborated by the notes and the evidence of lawyer Emma

> Adlakha. They are admissible. On this point, reference is made to *Willisko. Pottie Estate*, 2014 NSSC 389 and *Self v. Brignoli Estate*, 2012 NSSC 81.
>
> [57] I have come to the conclusion that the notes are compliant with s. 8A of the *Wills Act* even before consideration of these statements. The proffered statements made by Neila to the various affiants in the days between the death of her brother Rick and her own death only strengthen the conclusion that the notes contain her fixed and final testamentary intent.
>
> [emphasis added]

(ii) Relevance

[67] Obviously, the inquiry begins with a consideration of "materiality" and "relevance". Material information is that which informs the Court about the particulars of the matter or issue which is before it and requires resolution. Evidence that does not pertain to the matter in question is inadmissible because it is immaterial.

[68] Materiality speaks to whether the evidence in question relates to matters in issue. Relevance speaks to how that evidence relates to the particular fact that it purports to prove. The evidence must assist in establishing a fact that the proponent is attempting to prove. If it does, it is relevant.

[69] To put a finer point upon it, and as the Court in *R. v. White*, 2011 SCC 13 explained:

> [36] … In order for evidence to satisfy the standard of relevance, it must have "some tendency as a matter of logic and human experience to make the proposition for which it is advanced more likely than the proposition would be in the absence of that evidence" …

[70] The same Court had earlier noted in *R. v. Arp*, [1998] 3 S.C.R. 339:

> [38] … To be logically relevant, an item of evidence does not have to firmly establish, on any standard, the truth or falsity of a fact in issue. The evidence must simply tend to "increase or diminish the probability of the existence of a fact in issue". See Sir Richard Eggleton, *Evidence, Proof and Probability* (2nd ed. 1978), at p. 83. As a consequence, there is no minimum probative value required for evidence to be relevant…

[71] In a civil context, to determine the scope of what is relevant, it is an important first step to begin with the pleadings, the cause of action or nature of the application / motion that is being addressed and/or the defence being raised.

[72] In *Clarke v. MacGillivray* Estate, 2023 NSSC 437, Hoskins, J. provides a useful canvass of the authorities on this point:

> [25] As Charron J. explained in *R. v. Blackman* 2008 SCC 37:
>
> 30 Relevance can only be fully assessed in the context of the other evidence at trial. However, as a threshold for admissibility, the assessment of relevance is an ongoing and dynamic process that cannot wait for the conclusion of the trial for resolution. Depending on the stage of the trial, the "context" within which an item of evidence is assessed for relevance may well be embryonic. Often, for pragmatic reasons, relevance must be determined on the basis of the submissions of counsel. The reality that establishing threshold relevance cannot be an exacting standard is explained by Professors D. M. Paciocco and L. Stuesser in *The Law of Evidence* (4th ed. 2005), at p. 29, and, as the authors point out, is well captured in the following statement of Cory J. in *R. v. Arp*, [1998] 3 S.C.R. 339, at para. 38:
>
> > To be logically relevant, an item of evidence does not have to firmly establish, on any standard, the truth or falsity of a fact in issue. The evidence must simply tend to "increase or diminish the probability of the existence of a fact in issue".
>
> [26] Evidence is *material* if it is relevant to a live issue in the case. If it is not relevant to a live issue, it must be excluded because it has no probative value (*R. v. Calnen*, 2019 SCC 6, at para. 109).
>
> [27] In additional to excluding relevant and material evidence because of policy reasons, trial judges retain the general discretion to exclude relevant evidence when its potential prejudice exceeds its probative force.
>
> [28] It is a basic principle of the law of evidence that the *probative value* of a piece of evidence depends on the context in which it is proffered (*R. v. Araya,*2015 SCC 11, para. 31). Thus, as stated in *Calnen*, it is important for counsel and trial judges to specifically define the issues, purpose, and use for which such evidence is being proffered, and to articulate the reasonable and rational inferences which might be drawn from it (para. 113).
>
> [29] In summary, admissibility is determined, first, by asking whether the evidence sought to be admitted is relevant. This is a matter of applying logic and experience to the circumstances of the particular case. The question which must then be asked is whether, though probative, the evidence must be excluded by a clear ground of policy or of law.
>
> [emphasis added]

(iii) Some common types of objections

[73] If the evidence is relevant, we next look to see whether there is a rule of law or policy which could exclude it. Objections based upon hearsay are particularly ubiquitous in this context. Hearsay evidence is presumptively inadmissible.

[74] The classic statement of the methodology with which to identify hearsay evidence is found in *R. v. Khelawon*, [2006] 2 S.C.R. 787:

> [56] The first matter to determine before embarking on a hearsay admissibility inquiry, of course, is whether the proposed evidence is hearsay. This may seem to be a rather obvious matter, but it is an important first step. Misguided objections to the admissibility of an out-of-court statement based on a misunderstanding of what constitutes hearsay are not uncommon. As discussed earlier, not all out-of-court statements will constitute hearsay. Recall the defining features of hearsay. An out-of-court statement will be hearsay when: (1) it is adduced to prove the truth of its contents *and* (2) there is no opportunity for a contemporaneous cross-examination of the declarant.
>
> [57] Putting one's mind to the defining features of hearsay at the outset serves to better focus the admissibility inquiry. As we have seen, the first identifying feature of hearsay calls for an inquiry into the purpose for which it is adduced. Only when the evidence is being tendered for its truth will it constitute hearsay. The fact that the out-of-court statement is adduced for its *truth* should be considered in the context of the issues in the case so that the court may better assess the potential impact of introducing the evidence in its hearsay form.
>
> [58] Second, by putting one's mind, at the outset, to the second defining feature of hearsay — the absence of an opportunity for contemporaneous cross-examination of the declarant, the admissibility inquiry is immediately focussed on the dangers of admitting hearsay evidence. Iacobucci J. in *Starr* identified the inability to test the evidence as the "central concern" underlying the hearsay rule. Lamer C.J. in *U. (F.J.)* expressed the same view but put it more directly by stating: "Hearsay is inadmissible as evidence because its reliability cannot be tested" (para. 22).
>
> [emphasis added]

[75] In *Canadian National Railway Company v. Halifax (Regional Municipality)*, 2012 NSSC 300, LeBlanc, J. (as he was then) observed:

> [5] **Rule** 5.13 governs the use of hearsay evidence on applications. Rule 5.13 provides that the "rules of evidence, including the rules about hearsay, apply on the hearing of an application and to affidavits filed for the hearing except a judge may, in an ex parte application, accept hearsay presented by affidavit prepared in accordance with **Rule** 39 - Affidavit." This rule, says HRM, indicates that hearsay is not permitted on an application unless a common law hearsay exception applies.

> I am satisfied that this would include the principled approach to admitting hearsay on the basis of necessity and reliability, as described in **R. v. Khelawon**, 2006 SCC 57, and decisions preceding it.
>
> [6] The "essential defining features" of hearsay are . . . "(1) the fact that the statement is adduced to prove the truth of its contents and (2) the absence of a contemporaneous opportunity to cross-examine the declarant." (**Khelawon** at para. 35) It must be emphasized that it is "only when the evidence is tendered to prove the truth of its contents that the need to test its reliability arises." **(Khelawon** at para. 36)
>
> [emphasis added]

[76] Once an impugned piece of evidence is determined to be both relevant and hearsay evidence, our Court of Appeal has provided guidance as to the process to be followed when one considers whether to admit it. In *McKinnon Estate v. Cadegan*, 2021 NSCA 79, Wood, C.J.N.S. explained:

> [36] In my view, the proper sequence to be followed when considering the admission of hearsay evidence is as follows:
>
> 1. Can the proponent establish that the evidence falls within one or more common law exceptions?
> 2. If a common law exception applies, can the opposing party show this is the "rare case" where the evidence should be excluded because it is not necessary or reliable?
> 3. If it is not a "rare case", should the evidence be excluded because its prejudicial effect exceeds its probative value?
> 4. If not admissible as a common law exception, is the evidence admissible under the principled analysis from *Khelawon*?
>
> [37] Where a statement is made by a party, either orally, in writing, or by conduct, it represents an admission. It should be presumptively accepted into evidence at the request of an adverse party provided it is relevant and its probative value is not exceeded by its prejudicial effect. Dr. Cadegan argued Mr. McKinnon's notes were an admission which meant the trial judge should have started his analysis with that question. He erred by not doing so.

[77] It is also common to encounter objections that are not hearsay-based. For example, sometimes the contents of an affidavit are said to be scandalous and/or vexatious.

[78] Norton, J. expanded upon these types of objections in *Annapolis (County) v. E.A. Farren, Limited*, 2021 NSSC 304 ("*Annapolis*"):

Scandalous and Vexatious

[13] The last category of objection is that certain content is scandalous or vexatious. Rule 39.05 restricts the filing of scandalous affidavits as follows:

> A party who files a scandalous, irrelevant, or otherwise oppressive affidavit is subject to the provisions of Rule 88 – Abuse of Process.

[14] As to what defines scandalous content, courts have described scandalous content as "[o]ffensive allegations made for the purpose of prejudicing another party and inflammatory rhetoric directed at a party". (*Stevens v. Associated Lodges of the Village of Douglaston Trust*, 2018 NBQB 82 at para. 12, citing *Chopik v. Mitsubishi Paper Mills Ltd*. (2002), 2002 CarswellOnt 2336 at para. 26 (Ont. S.C.J.).

[79] Objections based upon opinion evidence and, in particular, "lay" opinion, are also not uncommon. A summary of the law in relation to same is offered by D. M. Paciocco, P. Paciocco, and L. Stuesser in, *The Law of Evidence in Canada*, (Toronto: Irwin Law Inc.; 2020, 8th ed.), at p. 239:

> Lay witnesses may present their own, relevant personal observations in the form of opinions where:
>
> - they are in a better position that the trier of fact to form the conclusion;
> - the conclusion is one that persons of ordinary experience are able to make;
> - the witness, although not expert, has the experiential capacity to make the conclusion; and
> - the opinions being expressed are merely a compendious mode of stating facts that are too subtle or complicated to be narrated as effectively without resort to conclusions.

[80] Hoskins, J. had also dealt with lay opinion, in *Clarke*:

[34] It is important to distinguish between opinion and fact. As Dickson J stated in *R. v. Graat,*[1982] S.C.R. 819,

> 45 Except for the sake of convenience there is little, if any, virtue, in any distinction resting on the tenuous, and frequently false, antithesis between fact and opinion. The line between "fact" and "opinion" is not clear.

[35] As stated in *The Law of Evidence* at pp. 233-34:

> In the law of evidence, an opinion means an 'an inference from observed fact.' An inference from observed fact is different than the observed fact itself. A witness who says a wound was life-threatening, for example, is drawing an inference from an observed

> fact and is therefore offering an opinion. If the same witness merely describes the wound by saying 'the victim had a wound in his neck' or 'carotid artery was severed', that witness is simply reporting an observed fact. The distinction between inferences and facts is important to the law of evidence, to the extent that it can be drawn. … A basic tenet of our law is [therefore] that the usual witness may not give opinion evidence, but testify only to facts within his knowledge, observation and experience.' In other words, there is a general discretionary rule that operates to make opinion evidence presumptively inadmissible.

[36] As a general rule, a witness may not give opinion evidence but may testify only to facts within their knowledge, observation, and experience. (Lederman, Sidney N., Michelle K. Fuerst and Hamish C. Stewart. *Sopinka, Lederman & Bryant: The Law of Evidence in Canada*, 6th ed. Toronto: LexisNexis, 2022, at §12.2, p. 815).

[37] Lay witnesses (non-experts) may be permitted to offer opinions or conclusions where there is no other way for them to communicate ordinary knowledge they possess. In *Graat*, Dickson J stated:

> 50 I accept the following passage from Cross as a good statement of the law as to the cases in which non-expert opinion is admissible.
>
> > When, in the words of an American judge, "the facts from which a witness received an impression were too evanescent in their nature to be recollected, or too complicated to be separately and distinctly narrated", a witness may state his opinion or impression. He was better equipped than the jury to form it, and it is impossible for him to convey an adequate idea of the premises on which he acted to the jury:
> >
> > "Unless opinions, estimates and inferences which men in their daily lives reach without conscious ratiocination as a result of what they have perceived with their physical senses were treated in the law of evidence as if they were mere statements of fact, witnesses would find themselves unable to communicate to the judge an accurate impression of the events they were seeking to describe."
> >
> > There is nothing in the nature of a closed list of cases in which non-expert opinion evidence is admissible. Typical instances are provided by questions concerning age, speed, weather, handwriting and identity in general [at p. 448].

[81] This is not intended to be an exhaustive discussion of all of the different types of objections which may be made in relation to proffered affidavit evidence. It does, however, address most of the specific bases for the objections put forward by the parties in this matter.

(iv) Application of legal principles to objections raised in this application

[82] The Applicant has objected to certain contents of the following Affidavits:

(a) Affidavit of Rolenda Beals, sworn February 10, 2025;

(b) Affidavit of Crystal Simmonds, sworn February 10, 2025;

(c) Reply Affidavit of Rolenda Beals, sworn July 21, 2025; and

(d) Reply Affidavit of Crystal Simmonds, sworn July 21, 2025

[83] All of the objections raised by the Applicant are said to be based upon one of the following reasons:

> I. Hearsay: The Applicant states that the bolded portion of paragraph __ /the entirety is hearsay as it contains an out of court statement submitted for the truth of its contents. Hearsay is inadmissible pursuant to the rules of evidence, s. 45 of the *Evidence Act* and [CPR] 5.22 unless a common law hearsay exception applies. None of the common law exceptions to the rule apply to this portion/the entirety of paragraph ___. The individual alleged to have made the statements is deceased and cannot be cross-examined nor is the statement corroborated.
>
> The bolded portion/the entirety of paragraph __ should be struck as a result.
>
> II. Opinion Evidence, unsupported: [The Affiant] does not provide the source of this conclusion or any information in support of it. It is the job of the trier of fact to determine what reasons the deceased Laura Beals knew that Lindsay was not capable of owning and managing a house, not for [the Affiant] to opine.
>
> The bolded portion of paragraph __ should be struck as a result.
>
> III. Double Hearsay: The applicant states this paragraph is double hearsay as a contains multiple statements made out of court that are being submitted for the truth of their contents.
>
> Hearsay is inadmissible pursuant to the rules of evidence s. 45 of the *Evidence Act* [CPR] 5.22 unless a common law hearsay exception applies. None of the common law exceptions to the rule applied to this paragraph. Additionally, the affiant's mother who was said to have made one of the statements is deceased and cannot be cross-examined nor is a statement corroborated.
>
> This statement should be struck as a result.

[84] I will sequentially list the impugned statements in each of the four Affidavits filed by the Respondent as noted above, the number (I, II, or III) of the objection raised by the Applicant, and the Court's decision below. Obviously, the evidence which survives such scrutiny must nonetheless still be subjected to a credibility/reliability and probative value analysis.

[85] The Court's rulings are reflected in Appendix "A".

[86] The Respondent has objected to the following paragraphs contained in the following Affidavits:

(a) Affidavit of Lindsay Beals, filed November 8, 2024;
(b) Affidavit of Leeanne Saunders, filed November 8, 2024;
(c) Affidavit of Lindsay Beals, filed July 3, 2025;
(d) Affidavit of Leeanne Saunders, filed July 3, 2025;
(e) Affidavit of Louise Brooks, filed July 3, 2025;
(f) Affidavit of Roland Beals, filed July 3, 2025;
(g) Affidavit of Rose Brooks, filed July 3, 2025;
(h) Affidavit of Rosella Beals, filed July 3, 2025;
(i) Affidavit of Thelma Provo, filed July 3, 2025; and
(j) Affidavit of Lindsay Beals, filed August 5, 2025

[87] With respect to all of the objections raised by the Respondent, they are predicated upon one of the five following bases for exclusion:

I - Hearsay;

II - Opinion;

III - Hearsay and Opinion;

IV - Irrelevant; or

V - Submission in the form of evidence

[88] I will sequentially list the impugned statements in each of the ten Affidavits filed by the Applicant as noted above, the asserted basis for the objection and the Court's decision. This will be found in Appendix "B".

B. Were the formalities of execution properly observed, and if so, is the presumption of revocation nonethless applicable?

(i) Was the Will properly executed in accordance with s. 6 of the Wills Act?

[89] Section 6 of the Act provides as follows:

> **Formalities of execution**
>
> 6 (1) No will is valid unless it is in writing and executed in manner hereinafter mentioned:
>
> (a) it shall be signed at the end or foot thereof by the testator or by some other person in the testator's presence and by the testator's direction;
>
> (b) such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time; and
>
> (c) such witnesses shall attest and shall subscribe the will in the presence of the testator, but no form of attestation is necessary.
>
> (2) Notwithstanding subsection (1), a will is valid if it is wholly in the testator's own handwriting and it is signed by the testator. R.S., c. 505, s. 6; 2006, c. 49, s. 1.

[90] First, the evidence of Ms. Grant and Mr. Nicol, in their respective affidavits, clearly establishes that these formalities were properly observed.

[91] Second, if any corroboration of the above was required, the photographs that were taken of significant portions of the executed Will (*Leanne Affidavit*, November 10, 2025, Exhibit A) clearly demonstrate that the proper execution of the document took place.

[92] Finally, the Respondents do not assert that the provisions of s. 6 were contravened. As earlier noted, their position is simply that the Will, now cannot be found, that a presumption of revocation applies, and the presumption has not been rebutted.

[93] I have concluded that Laura's Will was properly executed, in 2018, in accordance with s. 6 of the Act.

> *(ii) Even though it was properly executed, since the original Will cannot be located, does a presumption of revocation nonetheless arise in the circumstances of this case?*

First, what is a presumption of revocation?

[94] This topic was canvassed thoroughly in the authorities to which the parties have referred the Court. The principles that emerge from these authorities may be summarized as follows:

- The presumption of destruction *animo revocandi* arises when it is shown that the testator's will was last traced to their possession but cannot be found after their death;
- The fullest inquiries must be shown to have been made in order for the court to apply the presumption in the first place;
- When it arises, it is often rebutted by circumstances or declarations of the deceased which indicate that they considered that the will was still extant;
- Strong evidence is required to rebut the presumption, when it arises, but the burden is still upon a balance of probabilities;
- The presumption will be more or less strong according to the character of the custody which the testator had over the will. It may be rebutted by evidence, written or oral;
- If rebutted, such secondary evidence as a copy or draft of the will, or indeed the records of the solicitor who prepared it, oral testimony or other written documentation that is sufficiently clear may be submitted for a Grant of probate.

(*Brimicombe v. Brimicombe Estate*, 2000 NSCA 67; *MacBurnie v. Patriquin* (1975), 14 N.S.R. (2d) 680 (NSCA); *Sugden v. Lord St. Leonards* (1876), 1 P.D. 154; *Re Annie Douglas Moore* (1940), 15 M.P.R. 357 (N.B.S.C.A.D.); *Re Gouge's Estate* (1978) , 26 N.B.R. (2d) 258 (N.B. Prob. Ct.))

Next, does the presumption apply in the circumstances of this case?

[95] With respect to the prerequisites, first, the Will was always kept in the deceased's possession, in the drawer to the dresser next to her bed. Second, I observe that the evidence is fairly scant as to the nature of the "inquiries" made by the parties, beyond searching the house. With that said, it is likely that, in this situation, searching the house itself would amount to the "fullest" inquires that would have been practicable and/or reasonable for the parties to have undertaken. As a

consequence, I consider that the prerequisites for the application of the presumption have been established.

How strong is the presumption?

[96] With the above having been said, and simply put, the Will was kept in an envelope, in the unlocked drawer of Laura's bedside table. Leanne did, in fact, see the Will after her mother's first stroke in 2021, and photographed it. Roland did also, after the second stroke had taken place. Although previously locked after the second stroke, for one or two weeks in mid to late June 2023, the door to the room was unlocked so as to permit the work needed to accommodate Laura upon her return. Prior to his mother's actual return following her second stroke, Roland was able to see and recognize the document that he saw in the drawer (in June 2023) as identical to the document which Leanne had photographed in 2021.

[97] Moreover, the vulnerability of the location of the Will was something which Laura herself had recognized. After her first stroke, Crystal testified that on one occasion (in 2022) Laura, in the presence of herself and Lindsay, expressed concerns which were to the effect that someone was "messing with my stuff" (i.e. the Will) or at any rate had opened the envelope and looked into it.

[98] This concern is heightened by the fact that, in 2023, while their mother was in the hospital, although the room, for the most part, was kept locked, Roland had a key to the room. Crystal also had a key to the room, and there might have been others. As Roland testified, anyone who wanted a key could have had one. With that said, there is no evidence that anyone other than Roland and Crystal had a key.

[99] As we have seen, Laura returned home in late June 2023. Thereafter, all of her daughters, as well as Lindsay, took "shifts" looking after her, which I find would have involved spending considerable periods of time in her room and attending to her needs.

[100] Anyone in the home could have accessed the Will either before Laura returned home in June 2023, or afterward. As such, there was more than ample opportunity for the Will to have been secreted away and/or destroyed. Plenty of people had access to it. I find that it was generally known by all family members that a Will existed, and where it was located.

[101] Therefore, although the presumption of revocation does arise, it is not a strong presumption.

Has the male Applicant rebutted the presumption of revocation?

[102] Some of the factors to be considered when determining whether the presumption has been rebutted were discussed in *Haider v. Kalugin*, 2008 BCSC 930:

> [13] Some of the factors considered in determining whether the presumption has been overcome are:
>
> - whether the terms of the Will itself were reasonable: *Lefebvre v. Major*, [1930] S.C.R. 252 (S.C.C.) [hereinafter Pigeon];
> - whether the testator continued to have good relationships with the beneficiaries in the copy of the Will up to the date of death: ***Pigeon**, supra*;
> - where personal effects of the deceased were destroyed prior to the search for the Will being carried out: ***Pigeon**, supra*;
> - the nature and character of the deceased in taking care of personal effects: ***Pigeon**, supra;*
> - whether there were any dispositions of property that support or contradict the terms of the copy sought to be probated: *MacBurnie v. Patriquin, supra; Andersson v. Khan Estate*, [2006] B.C.J. No. 716 (B.C. S.C.);
> - statements made by the testator which confirm or contradict the terms of distribution set out in the will: *Bobersky Estate, supra, Andersson, supra, Holst Estate v. Holst*, [2001] B.C.J. No. 1560 (B.C. S.C.), *Green Estate, Re*, [2001] A.J. No. 1253 (Alta. Q.B.);
> - whether the testator was of the character to store valuable papers, and whether the testator had a safe place to store the papers: *Bobersky Estate, supra, Brimicombe v. Brimicombe Estate*, [2000] N.S.J. No. 157 (N.S. C.A.);
> - whether there is evidence that the testator understood the consequences of not having a Will, and the effects of intestacy: *Bobersky Estate, supra*;
> - whether the testator made statements to the effect that he had a will: *Bobersky Estate, supra.*

[103] As is often the case, credibility itself was an important tool in this assessment. By and large, I was satisfied with the veracity and reliability of all of the witnesses who testified on behalf of the Applicants.

[104] For example, Rose Brooks, Louise Brooks, and Thelma Provo, in particular, as Laura's sisters, do not stand to gain or lose anything regardless of the result of this case. The other Applicant witnesses obviously do stand to lose what they would have received on an intestacy, if the Applicants succeed. Leanne is, of course, Lindsay's mother, but she and the others appeared sincerely motivated, like their Aunts, by what they knew to be Laura's wishes.

[105] I was much less impressed with the evidence of Crystal and Rolenda, the latter of whom even obfuscated whether she knew of the existence of a Will some time after their mother's death, and denied that it was discussed at a family meeting she attended after the death. I also did not believe Crystal when she attempted to explain what happened to the money in the bank account that vanished. I did not consider it to be credible that cash in two $10,000 increments and one $5,000 increment would have been withdrawn from the account to pay for the expenses to which Crystal testified, rather than simply writing a cheque to cover them.

[106] Additionally, Laura's Will (para. 11) stated that her funeral arrangements had already been made. I acknowledge that it does not say that the arrangements had been pre-paid. However, when I add to this Crystal's (apparent) reluctance to obtain the account records, the failure to produce any receipts associated with these alleged expenditures, and combine this with the trips (and vehicle) purchased by Crystal in 2023, as well as the (at least one) trip taken by Rolenda around that time, my conclusions on the issue of credibility, in this case, were not difficult ones.

[107] These funds were removed, even though there appears to be, at minimum, a live, unresolved issue as to whether the funds in the joint account upon Laura's death were subject to a resulting trust in favour of her estate.

[108] In *Pecore v. Pecore*, 2007 SCC 17, the Supreme Court of Canada observed that:

> [20] A resulting trust arises when title to property is in one party's name, but that party, because he or she is a fiduciary or gave no value for the property, is under an obligation to return it to the original title owner …
>
> …
>
> [24] … where a transfer is made for no consideration, the onus is placed on the transferee to demonstrate that a gift was intended …

[109] On top of this, Rolenda's evidence as to how she came to move back into the house appeared to be self serving and contrived. She would have moved in by the

beginning of August, 2023, at the latest. She said she paid for the taxes as part of her contribution to household expenses after she moved in, yet there is no indication that she put a single cent into the joint account (out of which the taxes were taken in $150/month increments) until October. This is precisely when the funds in the account had almost completely run out and could not sustain even $150 monthly debits unless she put the money herself. I considered it likely that she knew that the account had been "stripped bare" by this time.

[110] Whenever the evidence of Crystal and Rolenda differed from one or more of that of the Applicants' witnesses on a material point, I preferred the Applicant-led evidence.

[111] All of the above considerations pertain to the analysis of whether the presumption has been rebutted. In addition, I observe that there is no need, as part of this analysis, for me to conclude, either definitively, or even upon a balance of probabilities, what exactly became of Laura's Will. For example, I need not determine whether Crystal really meant it when she said, "I burned up the Will", or whether she was merely attempting to "get the goat" or get under the skin of one or more of her siblings, when she did so.

[112] I treat it as an established fact that Laura executed her Will in 2018, and that the executed copy (*Leanne Affidavit*, November 8, 2024, Exhibit A) except for the signatures and initials that it bore, was a mirror image of the unexecuted copy retrieved from the records of Boyne Clarke (*Grant Affidavit*, para. 10 and Exhibit C).

[113] I move on to consider the earlier referenced paragraph 4 of Laura's Will, which, for ease of reference, is again reproduced below:

> **DISINHERITANCE**
>
> 4. The omission of a gift, devise or bequest to my children, **WINSTON SLAWTER, ROSELLA BEALS, ROLENDA BEALS, LEANNE SAUNDERS, ROLAND BEALS, JR., AND ROBERT BEALS** is intentional but without malice. My children are self-sustained adults with their own families and are aware of my intentions.

[114] I observe that none of the above recited circumstances had changed from April 26, 2018 (when the Will was executed) to July 6, 2023, when Laura passed away. Her children were still self-sustaining, and Lindsay still was not.

[115] Paragraph 4 clearly explains the reasoning behind the dispositions in the Will. It has not been suggested, much less established, that Laura suffered from any mental or physical deficits in April 2018 that would have impacted her ability to make these determinations. Nor has undue influence been alleged.

[116] I also consider that it has been established, on a balance of probabilities, that the original executed Will was present in the dresser drawer after Laura's hospitalization following her first stroke, and that Leanne photographed it in 2021, just as she testified. I also find that the same Will was still there in June 2023, just before Laura returned home following her second stroke. Roland clearly saw it there shortly before his mother returned home, and his evidence was that it was the same document that Leanne had photographed (in 2021).

[117] I also find that Laura did not have the physical capacity to have done anything to or with the Will after her return home from the second stroke in late June 2023. I inferred this on the basis of the actual observations made by many of the Applicant's witnesses, as opposed to the opinions which they extrapolated from these observations. For example, I accept that:

1. Laura required the use of a lift to get her out of bed to dress her, and/or to change her bed sheets. Other observed limitations included the fact that she could not speak or move her arms, and required assistance to feed herself; and
2. She required around the clock care, in shifts. If she had, by some chance, still been able to self ambulate, and, moreover, if she had actually gotten up out of bed on her own, it would have been noticed.

[118] Finally, I accept that although Lindsay and his grandmother did have "spats" from time to time, overall, their relationship was a loving and strong one, and that Laura let it be known on multiple occasions (to everyone) that Lindsay was to have the house when she died. As has just been observed, she also said that very thing in paragraph 4 of her Will. I did not accept Rolenda's evidence that on one occasion Laura had picked up a knife during an argument with Lindsay.

[119] In light of the above, the presumption of revocation has been rebutted by the male Applicant.

Summary

[120] Section 31 of the *Probate Act*, 2000, c. 31, s. 1, provides:

> **Proof in solemn form**
>
> 31 (1) A court may hear a will proved in solemn form and determine the validity of the will where an application asking the court to do so is made by a person interested in the estate of the testator either before or after a grant is made with respect to the will but not after the expiration of six months from the grant.
>
> (2) Notwithstanding subsection (1), the court may, upon application, where it considers it just, hear a will proved in solemn form at any time after the expiration of six months from the grant and before an order is issued pursuant to Section 72 as to any portion of the estate remaining undistributed at the date of the application.

[121] There is no controversy as to the law in this respect. As Moir J. explained in *Devlin Estate (Re)*, 2020 NSSC 77:

> [53] The proponent of the will has to prove, on a balance of probabilities, that the formalities for execution were complied with (para. 19). In the case of an alleged holographic will, the requirement is for proof that the writing embodies "the testamentary intentions of the deceased": s. 8A(a) of the *Wills Act*, R.S.N.S. 1984, c. 505 as amended by S.N.S. 2006, c. 49.
>
> [54] The proponent also has to prove "that the testator knew and approved of the contents of the will": also para. 19 of *Vout*.
>
> [55] Thirdly, the proponent has to prove testamentary capacity. That is to say "the testator had a disposing mind and memory": para. 20 of *Vout*.

[122] With the aid of the photographs taken by Leanne in 2021, it is evident to me that the Will attached to the Grant Affidavit, Exhibit C, was executed by Laura in 2018, and after that this same Will remained in her dresser drawer. It was still there on her return home in June 2023. After her return home, I have concluded that Laura did not have the requisite physical capacity to have revoked or renounced or destroyed it, nor was there any evidence (that I accepted) that she had any desire to do so.

[123] Finally, I have found that Laura knew and approved of the contents of the Will, and that she had a "disposing mind and memory", on April 26, 2018, when the Will was executed.

Conclusion

[124] I have concluded that the presumption of revocation, although it does arise in the circumstances of this case, has been rebutted. As a consequence, Proof in Solemn Form, pursuant to s. 31 of the *Probate Act*, is granted with respect to the photographs of the executed Will captured by Leanne (*Leanne Affidavit*, November 8, 2024,

Exhibit A) and the copy of the entire unexecuted Will (*Grant Affidavit*, para. 10, Exhibit C), as requested by the male Applicant.

[125] In light of my conclusion with respect to the second issue, it is not necessary that I decide the third one.

[126] I will accept short written submissions on the issue of costs (pursuant to CPR 39.04(5) as well as with respect to these Applications) within 30 calendar days, if the parties are unable to agree as to same.

Gabriel, J.

Appendix "A"

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
Affidavit of Rolenda Beals February 10, 2025	12	**"**After Lindsay started living with my mother, she often expressed her frustrations with Lindsay. **She said, and I do verily believe, he wasn't helping with the bills and that he didn't clean up after himself. She often said she wanted to put him out of the house because he was no use to her.**" (I – Hearsay)	Intended to show state of mind (frustration) of declarant toward Lindsay, rather than truth of words spoken. Admissible.
	13	"She was frustrated when she had to tidy up after him. **I heard her say that Lindsay was a grown man and should be picking up after himself**." (I – Hearsay)	Admissible - see above.
	15	"When my mother's water tank broke around 2022, I was with my mother a lot because I was taking care of her at the time and picking up supplies for her in town. I told Lindsay he should pay his half. He refused, saying he was going to let my mother spend her money instead. **My mother was very frustrated by this**."	Admissible – witness is able to opine on mother's demeanour.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		(I – Hearsay)	
	17	"I remember telling my mother this when I was driving her into town one day. **She said I should come live in her house.** This is why after she passed away, I honoured her wish and moved into the house. I had no where else to go." (I – Hearsay)	Objection sustained - hearsay. No exceptions are applicable, no material corroboration.
Affidavit of Crystal Simmonds February 20, 2025	7	**"One day, in or around 2022, my mother told me and I do verily believe that she suspected someone of tampering with stuff in her room**. She showed me a brown envelope that had been opened. **She told me and I do verily believe that the envelope had been sealed but that someone had taped it shut with clear tape.** She called me up to her bedroom to show me. I recall seeing she had the bedside table drawer opened at the time." (I – Hearsay)	Admissible – explains observed upset of mother.
	8	Entire paragraph: "My mother said, and I do verily believe, "Look what they did. They're in my stuff." (I – Hearsay)	Admissible – see above.
	9	Entire paragraph: "I understood from the context of our conversation that my mother was suggesting Lindsay Beals and Leanne Saunders, Lindsay's mother (another child of Laura's) had tampered with her envelope." (Speculation: Ms. Simmonds speculates about who her mother was referring to as having tampered with her envelope. Additionally, the statement that is speculated upon is hearsay)	Objection sustained – speculative. Not proper subject of opinion evidence.
	32	"**In or around 2022, my mother told me, and I do verily believe,**	Objection sustained – irrelevant, also

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		she did not trust Leanne. Previously, Leanne had her trailer hooked up to my mother's home and they shared a power supply. **My mother told me and I do verily believe that Leanne had agreed to share the power bill but later refused. My mother was really upset by this and she told me she didn't trust Leanne after this**." (I – Hearsay)	hearsay – no exceptions applicable, no material corroboration.
	33	Entire paragraph: "My mother told me many times that she didn't trust Leanne." (I – Hearsay)	Sustained, submitted entirely for truth of contents, no hearsay exception applicable.
	35	Entire paragraph: "<u>My mother told me many times and I do verily believe, from around 2021 until a few months before her death, that she would be putting Lindsay out</u>. My mother told me, and I do verily believe, she was frustrated that Lindsay was not helping her pay the utilities, wood for fuel, or for groceries. But Lindsay never left." (I – Hearsay)	Underlined portion inadmissible – hearsay, no exception applicable. The rest of the paragraph is admissible - explains observed upset of mother.
	36	Entire paragraph: "I heard her ask Lindsay about having money for wood on a few occasions. I heard my mother say to Lindsay that he'd be leaving if he didn't help out." (I – Hearsay)	Sustained - hearsay, no exception applicable.
	37	Entire paragraph: "I heard her ask Lindsay about cleaning up the yard or giving her money for eggs. I heard my mother again say to Lindsay he was no good to her, that he should go live with his mother Leanne, and that he should leave her house. But he never did." (I – Hearsay)	Sustained - hearsay, no exception applicable.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
	38	Entire paragraph: "My mother was very vocal about her frustrations with living with Lindsay. She expressed these frustrations in front of me and others, including Lindsay." (I – Hearsay)	Admissible – explains observed upset of mother.
Reply Affidavit of Rolenda Beals July 21, 2025	10	Entire paragraph: "As to paragraph 22 of Leanne's affidavit, frequently when I would visit my mother and Lindsay was not there, my mother expressed relief to me that Lindsay was not around. She said, and I do verily believe, it was a good break from Lindsay." (I – Hearsay)	Admissible – explains basis for mother's apparent demeanor and relief.
	12	"But my mother never discussed things like death, her wishes for the home when she died, or other things like that. She was very private **and wouldn't want to embarrass us by talking about these things so openly."** (II - Opinion Evidence, unsupported)	Sustained - speculative.
	22	"I did announce that I would be moving in to my mother's home because I had nowhere else to go **and she said I could before she passed away."** (I – Hearsay)	Admissible. Witness is saying what she personally "announced".
	40	Entire paragraph: "My mother knew that Lindsay was not capable of owning and managing a house." (II - Opinion Evidence, unsupported)	Sustained - unsupported opinion/speculation.
	44	"As to paragraph 9 of Rosella's Affidavit, although my siblings and I had placed to live at the time (early 2000s), **my mother would also never want to see any of us on the street."** (II - Opinion Evidence, unsupported)	Sustained – see above.
	51	"**My mother had been complaining that she wanted to**	Sustained. Speculates as to

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		put Lindsay out of the house, so Roland and Robert showed up to help her with that." (I – Hearsay)	motives of Roland and Robert showing up.
	52	Entire paragraph: "My mother said out loud to everyone that she wanted to put Lindsay out of the house." (I – Hearsay)	Sustained. Solely for truth of contents, no exceptions apply.
	64	Entire paragraph: "My mother did not get along with her sister Louise." (II - Opinion Evidence, unsupported)	Sustained – irrelevant.
Reply Affidavit of Crystal Simmonds July 21, 2025	25	"But my mother never discussed things like death, her wishes for the home when she died, or other things like that. She was very private **and wouldn't want to embarrass us by talking about these things so openly."** (II - Opinion Evidence, unsupported)	Sustained – unsupported opinion, speculative.
	31	Entire paragraph: "As to paragraphs 42 and 45 of Leanne's affidavit, I recall that Rolenda told me our mother told her, and I do verily believe, that she could move into our mother's house when she passed away." (III – Double Hearsay)	Sustained – double hearsay, no exceptions apply.
	43	Entire paragraph: "My mother wouldn't eat the food Lindsay cooked for her because she said he wasn't sanitary." (I – Hearsay)	Sustained. Solely for truth of contents, no exceptions apply.
	60	"**My mother had been complaining that she wanted to put Lindsay out of the house**, so Roland and Robert showed up to help with that." (I – Hearsay)	Sustained. Speculates as to motives of Roland and Robert showing up.
	61	Entire paragraph: "My mother said out loud to everyone that she wanted to put Lindsay out of the house." (I – Hearsay)	Sustained. Solely for truth of contents, no exceptions apply.
	70	Entire paragraph: "My mother did not get along with her sister	Sustained. Irrelevant.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		Louise." (II - Opinion Evidence, unsupported)	

Appendix "B"

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
Affidavit of Lindsay Beals November 8, 2024	11	"In late 2022 or early 2023, my grandmother and my aunt Crystal called me into my grandmothers bedroom, and showed me the envelope with the Will and Personal Directive in it. I recognized the envelope as being the same envelope holding the Will and Personal Directive that had always been in the bedside dresser. My grandmother **reminded me that this was her Will and** reminded me where she kept it. Crystal placed green painters tape over the envelope to seal it, both my grandmother, the late Laura Beals and I were present in the room. Crystal then placed the Will and Personal Directive back into the bedside dresser drawer." (I - Hearsay)	Admissible. Responds to para. 7 of Crystal Affidavit, February 20, 2025.
	12	Entire paragraph: "My grandmother was always very vocal that the House was being left to me and she made that statement regularly to me in the presence of others, including her children and siblings." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	21	Entire paragraph: "During the Incident my mother, Leanne Saunders, asked her sister, my	Admissible. Representing something he heard

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		aunt, Crystal Simmonds about the whereabouts of the original Will, and I heard Cystal Simmonds state "I burned up the Will", meaning Crystal burned my grandmothers Will." (I - Hearsay)	himself and declarant was available for cross-examination.
Affidavit of Leanne Saunders November 8, 2024	7	"I was not surprised by the contents of the Will **as my mother, was very vocal that my son, Lindsay, who lived with her, would be left** the house**, which** was the primary asset owned by my mother." (I - Hearsay)	Admissible. Responds to para. 7 of Crystal Affidavit, February 20, 2025. Also, materially corroborated by contents of Will and testimony of other witnesses.
	13	"In June 2023, two or three weeks before my mother's passing, but before she was discharged from the hospital, I saw the brown envelope in her bedside dresser. It was the same envelope I had seen before containing the Will that I took photos of in 2021. It now appeared to be sealed with green tape which was new. This was the last time I saw this brown envelope**, which I understood to contain the Will**." (Affiant is not speaking from own knowledge)	Admissible. She has explained that her understanding was based on having previously seen the Will in the envelope in 2021.
	17	"My mother**'s physical condition was one where she would have been unable to physically open the drawer to her bedside dresser and take the Will. She** required a lift to move her. I know this as I spent many hours with her during the time she was discharged form the hospital in June 2023 to the date of her death. (II - Opinion)	Objection sustained. Able to express what she saw of mother's physical capabilities, but not express the opinion as to the limits of her capabilities.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
	23	"I have contacted my sister Rolenda Beals and she has advised that she does not have the original Last Will and Testament of Laura Victoria Beals, does not know where it is and has not seen the original since our mother's death. **I question whether that is accurate.**" (II - Opinion)	Sustained – lay opinion on credibility.
	24	"On or about July 17 2023 overheard my sister Rosella, say to Crystal 'when you get mommy's Will, we will call family for another meeting'. **I verily believe based upon this statement that Crystal may have had the Will.**" (II - Opinion)	Sustained – lay opinion/speculation/ argument.
	26	"On March 28, 2024, my sister Rolenda was making arrangements and plans to throw a party without the approval and consent of Lindsay, who lived in the house. A verbal altercation arose between Rolenda and Lindsay (the "Incident"), Crystal and I, along with others, were present. **From what I saw and heard, I understood the dispute to be related to the lack of respect being shown to Lindsay and the ownership of the Property.**" (II - Opinion)	Admissible. Simply characterizing the nature of what she understood the dispute to be about.
Affidavit of Lindsay Beals July 3, 2025	20	Entire paragraph: "I had a very close relationship with my grandmother throughout my childhood and into my adult years." (II - Opinion)	Admissible. He is able to say how he would characterize his relationship with his grandmother.
	24	"In response to paragraph 38 of the Affidavit of Crystal Simmonds, my grandmother and I, during our many years of living together, would sometimes bicker	Sustained – hearsay and irrelevant.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		about typical subjects such as household cleaning. **I often heard family members such as my uncle Roland or aunt Rosella say that my grandmother and I were so close that we argued like a married couple.**" (III - Hearsay & Opinion)	
	39	"In the last few months of my grandmother's life she was bedridden and could hardly hold a glass of water. She required assistance with everyday things like, eating, getting out of bed, and dressing. **From my observations she did not have the physical strength of ability to physically destroy or dispose of documents on her own.**" (II - Opinion)	Objection sustained. Able to express what she saw of grandmother's physical capabilities, but not express the opinion as to the limits of her capabilities.
	42	Entire paragraph: "Since Rolenda moved into the House in 2023, her sole contribution towards its maintenance and upkeep has been the payment of one load (a quart) of wood for the 2023/24 winter season." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	43	Entire paragraph: "A quart of wood is approximately '/4 of the total amount of wood needed to heat the House for one winter season." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	44	Entire paragraph: "I had to buy the other 3 quarts of wood for the winter season in 202/243 which cost approximately $900.00." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	45	Entire paragraph: "In 2024, I had to purchase all of the wood for the 2024/25 winter season for the	Sustained – irrelevant.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		Property which cost me approximately $1,200.00." (IV - Irrelevant, intended for prejudicial effect)	
	46	Entire paragraph: "I have also made several payments in cash to contractors to fix various household items such as the upstairs bathroom and the kitchen stove since Rolenda moved into the House." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	47	Entire paragraph: "I have paid for power expenses at the House since my grandmother's passing. A true copy of the Nova Scotia Power bills which I have paid are attached hereto as Exhibit "B", along with a print out of my bank account to show I made an August 2023 payment upon the account which had at that time been in my grandmother's name. I had the power account changed from my grandmother's name to my name after her death, and the September 2023 power bill onward were addressed to me and paid by me." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	48	Entire paragraph: "On one instance in May, 2025 the power bill seemed high. I asked Rolenda if she had a space heater she was using in her room. Rolenda said no, however she did not then, nor ever, offer to pay anything for the power bill." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	49	Entire paragraph: "I have also paid for all water expenses at the House since my grandmother's passing. A true copy of the	Sustained – irrelevant.

Document and Date	Impugned Paragraphs	Portion to be Struck and Asserted Basis	Court's Decision
		Halifax Water bills which I have paid attached hereto as Exhibit "C"." (IV - Irrelevant, intended for prejudicial effect)	
	50	Entire paragraph: "I have paid property taxes on the House since my grandmother's passing. A true copy of my property tax receipts for the House from the Halifax Regional Municipality are attached hereto as Exhibit "D". Some Property taxes are coming out by way of a direct deposit, which I understand were payments coming from my grandmothers account, which I do not have access to." (IV - Irrelevant, intended for prejudicial effect)	Admissible. Responds to Rolenda's contention that she pays the taxes, and also relates to funds in the joint account.
	51	Entire paragraph: "In or about 2024, Rolenda spilled hot grease on the kitchen floor. I took a photo of the resulting damage to the kitchen floor, a copy of which is attached hereto as Exhibit "E"." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	52	Entire paragraph: "To date, no action has been taken by Rolenda to repair the damage to the kitchen floor." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	Exhibits "B" – "E"	Entire documents (IV - Irrelevant, intended for prejudicial effect)	Sustained with respect to all except Exhibit "D". (See #50 above.)
Affidavit of Leanne Saunders November 8, 2024	27	Entire paragraph: "On March 28, 2024, during this Incident at the property located at 177 Lower Partridge River Road, I asked my sister Crystal Simmonds about the whereabouts of the original Last Will and Testament of my mother.	Admissible except for underlined part. Both Leanne and Crystal were available to be cross-examined.

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		Specifically, my recollection is that I said 'Where is the Will so we can shut this shit down' to which Crystal responded 'I burned up the Will', indicating that Crystal destroyed the Will." (I - Hearsay)	Underlined part – objection sustained – expressing opinion / speculation on what Crystal meant.
Affidavit of Leanne Saunders July 3, 2025	11	Entire paragraph: "On several occasions, I advised my sister Crystal that I was making monthly payments to our mother, and I also advised Crystal that I had taken care of the September light bill while our mother was in hospital." (Oath-helping)	Sustained – irrelevant.
	12	"Sometime between August 2021 and April 2022, I saw my mother sitting on her bed counting cash. It was $1,200 in cash, **and I understood it to be the cash I paid my mother on a monthly basis as thanks for letting me keep the trailer home on her property and which my mother had never deposited**. I told my mother that I would bring her to the bank to deposit the money, **and at the time, I sent Crystal a message to inform her of my intention to do so.** (II – Opinion and oath helping)	Sustained – irrelevant.
	19	Entire paragraph: "My son, Lindsay, had a special relationship with my mother during her lifetime." (II - Opinion)	Admissible. Opinion based on her observations of how they interacted.
	24	"In the latter years of my mother's life when our family was gathered at her House on Sundays or weekends, we would sit around the table and discuss who would be getting the house if anything happened to our mother. **On those occasions, our mother would**	Admissible. Materially corroborated by contents of Will and testimony of other witnesses.

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		always say that Lindsay was getting the house, I verily believed this to be true. This was stated out-loud in front of all those in attendance at the family meetings." (I - Hearsay)	
	27	Entire paragraph: "I was also informed by Lindsay, and verily believe to be true, that he purchased and installed a raised toilet seat for my mother's use in the House." (I - Hearsay)	Sustained – irrelevant.
	28	"I also observed Lindsay purchasing and replacing flooring for his bedroom **with funds which I understood to be his own**." (Affiant is not speaking from own knowledge)	Sustained – irrelevant.
	33	Entire paragraph: "My mother maintained throughout her life that Lindsay would get the House if anything happened to her." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	38	"My mother required someone to be with her at all times following her release from Hospital as she required assistance with basic tasks such as feeding and dressing. **From my observations, my mother would have been physically unable to dispose of documents or destroy documents on her own.**" (II - Opinion)	Objection sustained. Able to express what she saw of mother's physical capabilities, but not express the opinion as to the limits of her capabilities.
	49	Entire paragraph: "While Rolenda was still trying to raise funds to purchase her landlord's house, I heard her state to various individuals that she had already bought her landlord's house. I now understand that not to be true, based upon the fact she moved to	Sustained – irrelevant.

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		the House." (IV - Irrelevant, intended for prejudicial effect)	
	59	Entire paragraph: "About a week after Rolenda moved into the House, I went over to the House and advised Rolenda that the House belonged to Lindsay and that Rolenda would need to start contributing to its upkeep." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	60	Entire paragraph: "Rolenda advised me that she was not going to pay any money to a child as she was living on the homestead property which was our mother's house. I reminded Rolenda that our mother was gone and Lindsay was living at the House, so Rolenda would need to pay." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	61	Entire paragraph: "Rolenda told me that she would help with anything that needed to be done in the House if anything broke or if Lindsay could not afford it but stated that she would not be paying any additional amounts." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	62	Entire paragraph: "The only item which I am aware Rolenda has paid for since she moved into the House in August of 2023 was a quart of wood." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.
	63	Entire paragraph: "Lindsay has made all the repairs in the House since Rolenda took up residence in the House after our mother's death." (IV - Irrelevant, intended for prejudicial effect)	Sustained – irrelevant.

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Affidavit of Louise Brooks July 3, 2025	5	Entire paragraph: "Sometime prior to Laura's first stroke in 2021, Laura advised me that she had made a Will." (I - Hearsay)	Admissible. Materially corroborated by evidence in Nicol Affidavit, photographs taken by Leanne.
	6	Entire paragraph: "After Laura told me she had made a Will, she expressed interest in purchasing a safe in which she could keep her personal effects." (I - Hearsay)	Admissible. Simply said she was interested in purchasing a safe.
	9	"I never saw Laura's Will, **but on several occasions, Laura told me, and I verily believed it to be true, that the House would be going to her grandson Lindsay after she passed**." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	10	Entire paragraph: "I also heard Laura say that the House would be going to Lindsay in her conversations with other family members and friends throughout her lifetime." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	12	Entire paragraph: "Based on my observations, Lindsay and Laura had a wonderful relationship." (II - Opinion)	Admissible - opinion based on observations.
	15	Entire paragraph: "Laura told me, which I verily believe to be true, that she and Lindsay were both spending their money to fix up the House for Lindsay to use in the future." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	21	Entire paragraph: "On my observations, Laura's physical abilities in the month prior to her death were such that she would not have been able to physically destroy or dispose of paperwork on her own." (II - Opinion)	Admissible. Opinion based on direct observations of Laura's physical limitations.

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Affidavit of Roland Beals July 3, 2025	6	Entire paragraph: "Prior to this Court proceeding, my family was extremely close knit." (II - Opinion)	Admissible - opinion based on observations of how family interacted.
	7	Entire paragraph: "It is my understanding during my mother's lifetime, it was common knowledge among all my mother's family members as well as members of our community who knew our family that the House would be going to Lindsay after my mother's passing." (I - Hearsay)	Sustained – opinion without foundation, speculation.
	8	Entire paragraph: "My mother did not hide the fact that she intended to leave the House for Lindsay during her lifetime." (I - Hearsay)	Sustained. Opinion based upon earlier expressed statements of his mother.
	9	Entire paragraph: "I recall my mother saying at more than one family gathering that the House was going to be going to Lindsay." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	11	Entire paragraph: "My mother had a special relationship with Lindsay." (II - Opinion)	Admissible - opinion based on observations.
	12	Entire paragraph: "All of my siblings had a close relationship with our mother, but our mother favoured Lindsay more than anyone else in the whole family." (II - Opinion)	Admissible - opinion based on direct observations.
	14	Entire paragraph: "I believe that all my mother's children knew that Lindsay had moved into the House to help out our mother in 2013 and that that was going to be his home going forward." (Affiant is not speaking from own knowledge)	Sustained. Opinion without foundation, speculation.

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	16	"On these visits, I observed Lindsay and my mother always laughing and carrying on**; it was clear they had a very close relationship**." (II - Opinion)	Admissible - opinion based on observations.
	36	Entire paragraph: "At that time, I recall hearing Crystal say that she burned up the Will." (I - Hearsay)	Admissible. Crystal and Roland both available for cross-examination on alleged statement.
	37	Entire paragraph: "No one questioned Crystal on her statement at that time." (IV – Irrelevant, if prior paragraph is struck)	Admissible. Not hearsay.
	39	Entire paragraph: "We were always a tight-knit family during my mother's lifetime and it was always clear to me that Lindsay was going to be getting the House after our mother passed." (II - Opinion)	Admissible up to word "lifetime". Remainder inadmissible – opinion without foundation.
	41	"I visited with my mother numerous times when she was in the hospital in 2023 during the last few months of her life, as well as after she was discharged form the hospital and was living back at home during the last few weeks of her life. **From my observations of her health and her physical limitations at that time my mother would not have had the physical ability to dispose or destroy of her Will.**" (II - Opinion)	Objection sustained. Able to express what she saw of mother's physical capabilities, but not express the opinion as to the limits of her capabilities.
Affidavit of Rose Brooks July 3, 2025	9	Entire paragraph: "Less than two years prior to her passing in July of 2023, Laura and I were talking about our Wills." (I - Hearsay)	Not hearsay. Just says they discussed their Wills, not offered for truth of contents of any specific

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			statement in this paragraph.
	10	Entire paragraph: "Laura advised me, and I verily believe to be true, that she had a Will, and that none of her children would be getting the House." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	11	Entire paragraph: "Laura told me, and I verily believe to be true, that Lindsay was getting the House because he had been with her all along and had done things for her that none of her children had done." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	12	Entire paragraph: "Laura told me more than once that Lindsay was getting the House when she passed away." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
Affidavit of Rosella Beals July 3, 2025	5	Entire paragraph: "Lindsay was my mother's pride and joy." (II - Opinion)	Admissible - opinion based on direct observations.
	7	Entire paragraph: "During that time, and at all times after, including when Lindsay began living in the house, in 2013, I observed my mother's relationship with Lindsay as one of great love and friendship." (II - Opinion)	Admissible - opinion based on direct observations.
	8	Entire paragraph: "While I was living at the House, my mother and I had a conversation about who would be getting the House when she passed away." (I - Hearsay)	Not hearsay – simply states she and mother had a conversation and what the topic was.
	9	Entire paragraph: "At that time, my mother told me, which I verily believe to be true, that her seven children had places to live and did not need any support. I understood this to mean that she	First sentence is admissible. Materially corroborated by contents of Will.

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		would not be leaving the home to her children." (I - Hearsay)	Second sentence objection sustained - opinion/speculation.
	10	Entire paragraph: "My mother was a stubborn, determined lady, and she knew what she wanted." (II - Opinion)	Admissible - opinion based on lifetime of observations of mother.
	11	Entire paragraph: "On more than one occasion at family gatherings, my mother stated that Lindsay would be getting the House when she passed, which I verily believed to be the true expression of her intention." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
	12	"**Before** Lindsay moved into the House with my mother in 2013**, my mother told me that she had asked Lindsay to come out and stay with her because she needed help around the House**." (I - Hearsay)	Sustained – hearsay. No exceptions apply.
	16	Entire paragraph: "Lindsay and my mother were so close that my siblings and I often commented that they fought like a married couple. In many ways, their relationship was similar to the relationship that my mother had with my father." (III - Hearsay & Opinion)	First sentence – lay opinion without foundation /irrelevant. Second sentence Admissible. Based on witness' direct observations of Lindsay and Laura, and upon Rosella's observations of how her parents interacted.
	17	"I heard my mother and Lindsay have arguments about cleaning, such as when the bed sheets had last been changed or who was going to get groceries**, but these were typical household arguments**." (II - Opinion)	Admissible. Able to comment on degree of similarity to other familial disagreements she has heard.

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	40	"The nurse with the help of one of myself or one of my siblings, would help move my mom to the chair in her room, in order to change her bed. **From my observations, my mother would not be capable of physically destroying any paperwork herself.**" (II - Opinion)	Objection sustained. Able to express what she saw of mother's physical capabilities, but not express the opinion as to the limits of her capabilities.
Affidavit of Thelma Provo July 3, 2025	7	Entire paragraph: "On my visits, I saw that Laura and her grandson, [Lindsay], got along great." (II - Opinion)	Admissible - opinion based on observations.
	10	"**I also observed Lindsay being very protective of Laura during her lifetime.** I specifically recall Lindsay saying on several occasions, 'Nanny, you can't get up on that chair' and otherwise looking out for Laura's well-being." (II - Opinion)	Admissible - opinion based on observations.
	13	Entire paragraph: "Based on my observations and discussions with Laura, Laura had more frequent communication and contact with her grandson Lindsay than she did with her own children." (III - Hearsay & Opinion)	Admissible - opinion based on observations.
	15	Entire paragraph: "In or about 2018, my sister informed me, which I verily believe to be true, that she was working on a Will." (I - Hearsay)	Admissible. Laura simply said she was working on a Will, which is materially corroborated by the Will itself and the timing of its execution.
	16	Entire paragraph: "From the time Lindsay was of age, Laura always maintained in her conversations with me that the House would go to Lindsay. I verily believed this to be Laura's true intention." (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.

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	17	Entire paragraph: "On one occasion, Laura and I were discussing how the House would be left to Lindsay after her passing and Laura said to me, 'Who else am I going to leave it to?'" (I - Hearsay)	Admissible. Materially corroborated by contents of Will, and testimony of other witnesses.
Affidavit of Lindsay Beals August 5, 2025	5	Entire paragraph: "With respect to paragraphs 39-40 of [Rolenda's] Affidavit I note that I am able to keep the house and Property clean." (IV - Irrelevant)	Sustained – irrelevant.
	6	Entire paragraph: "The photos attached to Rolenda's affidavit are photos taken at a point in time, and do not reflect every day. The photos were provided without context and do not have anything to do with my grandmother's Will." (V - Submission in the form of evidence)	Sustained – irrelevant/ submission.
	7	Entire paragraph: "The debris outside and the trailer shown in the photos attached to Rolenda's affidavit existed on the Property while my grandmother, Laura Beals was alive. Attached hereto and marked as Exhibit "A" is a photo depicting my grandmother coming out of the trailer." (IV - Irrelevant)	Sustained – irrelevant/ submission.
	8	Entire paragraph: "In the past month, before swearing this Affidavit, several photos of the Property yard were taken to show the current condition and to rebut the statements and photos in Rolenda's Affidavit. Attached hereto and marked as Exhibit "B" are the photos of the yard taken within the past month, showing the yard in its current state, being fairly clean with wood cut and	Sustained – irrelevant/ submission.

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		piled. Rolenda did not assist with this work but would be aware of it." (IV - Irrelevant)	
	9	Entire paragraph: "There does still remain some debris in places, but I do the outdoor property maintenance myself, and some things take time." (IV - Irrelevant)	Sustained – irrelevant.
	10	Entire paragraph: "Rolenda attached a photo to her affidavit showing the washing machine in the Property taken apart. The washing machine was leaking so I, and a friend, took it apart to fix it. The part required to fix the washing machine cost more than the washing machine was worth, so I decided it made more sense to replace the washing machine." (IV - Irrelevant)	Sustained – irrelevant.
	11	Entire paragraph: "With respect to paragraph 27 of [Rolenda's] Affidavit, I confirm I did accidently break the deep freeze's hinge. I also bought a replacement freezer, which Rolenda knows about." (IV - Irrelevant)	Sustained – irrelevant.
	Exhibit "A"	Entire document (IV - Irrelevant)	Sustained – irrelevant.
	Exhibit "B"	Entire document (IV - Irrelevant)	Sustained – irrelevant.