

SUPREME COURT OF NOVA SCOTIA
FAMILY DIVISION

Citation: *George v. George*, 2026 NSSC 74

Date: 20260309

Docket: *Syd* No. 1206-7914

Registry: Sydney

Between:

Carla Mae George

Applicant

v.

Darren Carl George

Respondent

Judge: The Honourable Justice Pamela Marche
Heard: October 30 and 31, 2025, in Sydney, Nova Scotia
Written Release: December 17, 2025
Written Submissions on Costs: January 30, 2026 from the Applicant
February 20, 2026 from the Respondent
Written Cost Release: March 9, 2026
Counsel: Christopher Conohan for the Applicant
Alan Stanwick for the Respondent

By the Court:

Overview

[1] A contested hearing was held on October 30 and 31, 2025 and a written decision was released December 17, 2025: *George v. George*, 2025 NSSC 404. The decision addressed parenting, child support and unequal division of matrimonial property. I noted mixed success and the parties were provided an opportunity to file submissions on the issue of costs.

Position of the Parties

Position of Carla George

[2] Ms. George seeks a lump sum cost award of \$39,000. She argues:

- Complete success is not required to be entitled to costs and she was the more successful party on the primary issues of parenting and division of property. Further, while she was not completely successful on the issue of child support, she was “more successful than what was occurring previously.”
- She is entitled to costs given the unreasonableness of Mr. George’s legal position and his conduct during the hearing. Mr. George’s financial disclosure was incomplete and untimely which unnecessarily increased her legal costs. Mr. George unduly delayed retaining legal counsel and was generally uncooperative during the court process.
- Her legal bill is \$65,109.44, inclusive of HST and disbursements, after a \$10,000 discount. A lump sum award of \$39,000, representing a sixty percent (60%) recovery of her legal costs, will do justice between the parties.

Position of Darren George

[3] Mr. George argues each party should bear their own costs given the mixed success. He says his cooperation throughout the court process is demonstrated by Interim Consent Orders reached in February and July, 2024 through settlement conferencing.

Law

[4] Nova Scotia *Civil Procedure Rule 77* governs awards of costs. Section 22(2) of the *Federal Child Support Guidelines*, SOR/97-175 (the *Guidelines*) authorizes the Court to award costs “up to an amount that fully compensates all costs incurred in a proceeding” in situations where there has been a failure to comply with financial disclosure requirements set out in s. 21 of the *Guidelines*.

[5] A cost award is discretionary. A successful party is generally entitled to costs. A decision not to award costs must be principled and reasoned.

[6] A lump sum cost award may be appropriate when determining the “amount involved” as required by the tariffs is impractical or impossible.

[7] The overall objective when ordering costs is to "do justice between the parties:" *Armoyan v. Armoyan*, 2013 NSCSA 136.

[8] Complete success is not a prerequisite to a costs award. Where success is divided, parties generally bear their own costs: *Wolfson v. Wolfson*, 2023 NSCA 57. The assessment of who is more successful involves a balancing of the success of one party against the success of the opposing party: *MacCoul v. MacCoul*, 2026 NSCA 1.

Decision

Lump Sum v. Tariff Award

[9] I find the award of a lump sum as opposed to a tariff calculation is appropriate. Parenting was a primary issue. It is not practical to quantify the corresponding “amount involved” in that aspect of this legal matter. Given these circumstances, I will depart from the tariffs when assessing costs.

More Successful v. Mixed Success

[10] I find there was mixed success on the issues of parenting, property division and child support:

- I do not agree that Ms. George was the more successful party in relation to parenting issues. Ms. George was successful in her bid for primary care and Mr. George could not demonstrate that a shared parenting

arrangement was in the children's best interest. However, a significant issue at hearing was whether Mr. George's parenting time should continue to be supervised. I found insufficient evidence to impose ongoing supervision, and Mr. George was successful in his request for unsupervised parenting time.

- I do not agree that Ms. George was the more successful party in relation to the division of matrimonial property. While Ms. George successfully argued her pension should be exempt from equal division pursuant to s. 13(a) of the *Matrimonial Property Act*, 1989, c. 275 (the "MPA"), she was not successful in her claims pursuant to s. 13(b) of the *MPA*.
- I find mixed success between the parties on the issue of child support. Ms. George was not successful in her bid to have income imputed to Mr. George based on undisclosed income. However, Ms. George's efforts to put forth evidence about Mr. George's earned income as an independent contractor did result in income being assessed to Mr. George at a rate higher than would have been had I relied only upon the evidence offered by Mr. George.

Conduct of the Parties

[11] I do not agree Mr. George was "unwilling to resolve anything." Mr. George did consent to a motion to have the matrimonial home in Alberta sold. Also, Mr. George participated in several settlement conferences from which a series of interim consent orders were issued. A hearing was necessary, in part, to address the issue of whether Mr. George's parenting should be supervised.

Conduct of the Parties – Financial Disclosure

[12] I find Mr. George's conduct in relation to disclosure is blameworthy. Contrary to several Court directives, Mr. George failed to provide complete financial disclosure in a timely manner:

- In a Conference Memorandum dated September 5, 2024, Mr. George was ordered by me to file updated financial information by September 29, 2024. He did not comply.
- In a Conference Memorandum dated January 30, 2025, Mr. George was ordered by Justice Mason to file updated financial information by February 17, 2025. Justice Mason confirmed Mr. George was to file

income information from all sources including his teaching salary, Arden income, tutoring jobs and bartending jobs. He did not comply.

[13] It is important to put the above noted Court directives into context; they do not stand alone. Administrative processes are designed to systematically request financial disclosure from the front end. Mr. George was provided a Notice to Disclose from the outset. The need for disclosure is routinely discussed at court conferences. I find Mr. George was made well aware of his legal obligation to disclose financial information, early and often.

[14] In the face of incomplete financial disclosure, it was necessary for Ms. George to subpoena an Arden representative to determine the income Mr. George earned from this organization. Mr. George did finally provide some updated financial information on the second day of hearing. This type of late disclosure contributes to the informational asymmetry cautioned against in *Colucci v. Colucci*, 2021 SCC 24, precludes the ability to finalize child support by consent and unnecessarily increases litigation costs.

[15] The importance of timely and complete financial disclosure in family law matters can not be understated. Adequate financial disclosure is the cornerstone of the Canadian child support regime. Failure to disclose is often referred to as the “cancer” or “Achilles heel” of family law litigation. Although Mr. George consented to the issuance of interim child support orders, his incomplete financial information contributed to a significant underpayment of child support. Given the payment plan in place, it will take several years for Mr. George’s children to recoup this support.

[16] The financial disclosure of Ms. George, while not entirely complete, did not amount to blameworthy conduct. The missing information did not contribute to the informational asymmetry cautioned against in *Colucci, supra*, or the underpayment of child support. The financial information that was provided was sufficient to conduct the necessary s. 7 analysis and did not result in a lengthier or more complex hearing.

[17] The importance of deterring the disregard of court directives and the non-compliance with disclosure requirements is reflected within in the *Guidelines, supra*, and in jurisprudence: *Colucci, supra*, and *Windrem v. Beck*, 2024 NSSC 71.

[18] In assessing costs, I have weighed all of the following considerations:

- Mr. George did provide some financial information but the disclosure was incomplete and untimely.
- It was not necessary to impute income to Mr. George only because Ms. George was able to identify and subpoena Mr. George's undisclosed source of income.
- Mr. George did consent to interim orders for child support but the lack of complete disclosure contributed to the underpayment of child support.
- A retroactive award of child support was granted but the children were deprived of the support when it was due.
- Ms. George's disclosure was not perfect but any deficiency did not negatively impact the court proceeding or the support of the children.
- Mr. George blatantly disregarded multiple court orders to disclose.

[19] Given all of the foregoing, and the grave implications associated with the failure to provide complete and timely financial disclosure, I find a cost award of \$10,000 payable to Ms. George by Mr. George is appropriate to do justice between the parties.

Conduct of the Parties – Late Adjournment Request

[20] In February, 2025 Mr. George requested an adjournment of hearing dates scheduled for March 10 and 11, 2025, because he had only just retained legal counsel. The adjournment was granted, reluctantly, with Ms. George seeking throw away costs. Ms. George argued there had been ample opportunity for Mr. George to secure a lawyer, that witnesses had travelled to attend the hearing, and costs had been incurred to prepare for the hearing. I agreed to address this issue when considering costs overall.

[21] Ms. George filed a Divorce Petition on March 2023 and Mr. George filed an Answer on May 2023. There were multiple court conferences held during which Mr. George was encouraged to seek legal counsel. I find the adjournment, while appropriate, resulted in squandered costs that could have been easily avoided if Mr. George had acted more appropriately in securing legal counsel. Accordingly, I award throw away costs to Ms. George in the amount of \$2,500.

Conclusion

[22] Mr. George must pay Ms. George costs of \$12,500 which are payable within 60 days. Counsel for Ms. George is to draft and circulate the order.

Marche, J.