

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Narrative Financial v. 1263727 Alberta Ltd.*
(*Axiom B.I. MC Group of Companies, Axiom Capital Inc., and Bruin Investments*),
2026 BCSC 953

Date: 20260326
Docket: S248757
Registry: Vancouver

Between:

Narrative Financial Services Inc. and Bradley Alan Pashby
Plaintiffs

And

**1263727 Alberta Ltd. (carrying on business as Axiom B.I. MC Group of Companies, Axiom Capital Inc., and Bruin Investments),
Vincenzo De Palma, and Trina Dawn Redgwell**
Defendants

Before: The Honourable Justice G.C. Weatherill

Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiffs: E. Christian

Counsel for the Defendants: T. Falcone

Place and Date of Hearing: Vancouver, B.C.
March 26, 2026

Place and Date of Judgment: Vancouver, B.C.
March 26, 2026

[1] THE COURT: This is an application by the defendants for an order that the default judgment dated June 23, 2025 in this proceeding as against them be set aside.

[2] That is a mischaracterization of what has occurred. The order made on June 23, 2025 was not a default judgment; rather, it was an order of this court striking out the response filed by the defendants on January 3, 2025 on the basis of their willful and repeated failures to abide by orders of this court. No appeal was taken from that order.

[3] On November 3, 2025, a notice to admit was served on the defendants regarding the assessment of damages that was necessitated by the June 23, 2025 order. The defendants did not respond to the notice to admit. Then, on December 9, 2025, there was a hearing in this court to assess damages. The defendants were served with that application and chose not to attend. Damages were assessed in excess of a million dollars. No appeal was taken from the damages assessment order.

[4] On January 30, 2026, the defendants applied to stay the judgment pending this application. That stay application was also dismissed.

[5] Counsel for the defendants today argues that the reason he characterizes the application as one of “setting aside the default judgment” is that the circumstances are akin to an application to set aside a default judgment. For that proposition, he relies on the decision of this court in *Tchoubarov v. Poseidon Fishing Inc.*, 2023 BCSC 1448 [*Poseidon*], where, at para. 43, Justice Wilkinson stated:

Where a defence is struck out under Rule 22-7 [and that is the case here], the defendant is generally deemed to have admitted the allegations of fact contained in the statement of claim, and the plaintiff is entitled to obtain a judgment as if on default for a liquidated amount or for damages to be assessed.

[Emphasis added.]

The entirety of the defendants' application to set aside what he submits was a default judgment hinge on those emphasized words.

[6] Wilkinson J. cited the following decisions of this court in support of those emphasized words:

- 1) *The Law Society of British Columbia v. Gill*, 2016 BCSC 2237 at paras. 22 to 23 [*Law Society*]; and
- 2) *Wisan v. Bountiful Elementary-Secondary School Society*, 2018 BCSC 356, at paras. 64 and 67.

[7] I asked counsel for the defendants whether he had taken the time to review those decisions. He advised the Court that he had not. I took the break and reviewed them.

[8] The first one, the *Law Society* decision, at paras. 22 to 23, the Court states:

[22] Finally, the plaintiff seeks judgment against the defendant Zitko. For the reasons already provided, I am satisfied that in the circumstances of this case it is appropriate to also grant this aspect of the application. I note that the amount of the judgment sought against the defendant is readily ascertainable and reflects the cumulative value of three cheques that were admitted by the defendant Zitko to have been made payable to her. Also, based on the first part of Mr. Zitko's examination for discovery, it has been acknowledged that these cheques were put into the possession of the defendant and deposited into the joint banking account belonging to Mr. Zitko and his wife. The cumulative value of the three cheques does not appear to be in dispute.

[23] At the hearing of the application, counsel for the plaintiff indicated that he had no objection to any judgment made against the defendant Zitko including a term akin to Rule 3-8(11) that preserves the discretion of the Court to subsequently set aside or vary the judgment on application by the defendant. In light of the nature of the claims made against the defendant, including her alleged participation in or knowledge of a fraudulent conversion, I do not consider the inclusion of such a term to be inappropriate.

Neither of those paragraphs stands for the proposition that the striking out of a response to civil claim is akin to a default judgment.

[9] In the *Wisan* decision, at para. 63, the Court stated:

An order to strike a party's pleadings for non-compliance with a court order is "a Draconian remedy only to be invoked in the most egregious of cases because it deprives the litigants of a trial on the evidence."

[10] Further, at para. 67, the Court states the following relating to the assessment of damages:

[67] The Court in *McIsaac [v. Healthy Body Services Inc.]*, 2009 BCSC 1716] further stated at para. 44 that:

- a) Generally, if a statement of defence is struck, the defendant is deemed to have admitted the allegations of fact contained in the statement of claim. Where the defence is struck with damages to be assessed, all that remains in issue is the assessment of damages.
- b) The rule that the defendant is deemed to have admitted all of the allegations of fact in the statement of claim is not immutable. The plaintiff must prove his or her claim for damages. The court retains the discretion, which it must exercise judicially, to permit the defendant to adduce evidence and cross examine on issues essential to a fair and just determination of the loss actually sustained by the plaintiff.

[11] In my view, neither of the decisions relied upon by Wilkinson J. in the *Poseidon* case stand for the proposition that the striking of the response to civil claim is akin to default judgment, and I am not aware of any authority in support of that proposition. Neither counsel able to point me to one.

[12] I agree with the submissions of counsel for the plaintiffs in their entirety—namely those set out in her response to this application as well as her oral submissions to me this afternoon. In my view, the defaults in this case were willful, and any suggestion to the contrary is simply not credible.

[13] The application is dismissed.

[14] CNSL E. CHRISTIAN: I would just ask for an order that costs be payable forthwith.

[15] THE COURT: Costs at Scale B. An order that costs be payable forthwith is not necessary.

“G.C. Weatherill J.”