

Court of King's Bench of Alberta

Citation: 2610078 Alberta Ltd v 2511598 Alberta Ltd, 2026 ABKB 645

Date: 20260911
Docket: 2501 18649
Registry: Calgary

Between:

2610078 Alberta Ltd. and Lulu Bemah Spears

Respondent / Cross-Applicant

- and -

2511598 Alberta Ltd.

Applicant / Cross-Respondent

Reasons for Decision of the Honourable Justice C. Dario

[1] The parties received my oral directions on August 27, 2026, with written reasons to follow. These are those reasons.

Introduction

[2] 2511598 Alberta Ltd. (“**2511598**”), the plaintiff in related Action No. 2401-13089, sought judgment against Mr. Davies in an action involving issues of fraud. 2511598 obtained an *ex parte* attachment order and/or Mareva injunction on August 5, 2025 (the “**First Order**”). The First Order froze two assets associated with Mr. Davies and was set to expire in November 2025. The assets were: an Edmonton residential property in which Ms. Spears resides, although title remains in Mr. Davies’ name (the “**Residence**”); and a commercial property in Edmonton held by 2610078 Alberta Ltd. (“**2610078**”) (the “**Edmonton Property**”).

[3] 2511598 was awarded judgment in Action No. 2401-13089 and on November 10, 2025, damages were assessed at \$382,418.97, together with pre-judgment and post-judgment interest under the *Judgment Interest Act*, RSA 2000, c J-1. 2511598 registered a writ against each of the Residence and the Edmonton Property.

[4] Ms. Spears is Mr. Davies' former spouse and has lived in the Residence post-separation for over two decades. 2610078 is held 50% by Mr. Reid Harris and 50% by Brain's Up Childcare Learning ("**Brain's Up**"). Brain's Up was previously owned solely by Mr. Davies. Before the enforcement proceedings began, Mr. Davies transferred his interest in Brain's Up to his daughter. It is alleged that the transfer may have been made without consideration.

[5] This Action, No. 2501-18649, concerns whether the First Order (or any subsequent attachment order and/or Mareva injunction), should remain registered against the Residence and the Edmonton Property. Ms. Spears and 2610078 each sought to have such order removed from the respective property in which they asserted an interest.

[6] 2511598 brought an application before me in Civil Chambers on March 31, 2026. While the application sought various forms of relief, at the hearing, the relief sought was to extend and vary the First Order, which had expired in November 2025. That application was adjourned to April 30, 2026. The same application was before me on April 30, 2026. The requested variation was to remove the Edmonton Property from the order. Counsel for 2610078 and 2511598 had reached an agreement that the Edmonton Property would be sold, the writ registered against title would be removed as necessary to permit the sale, and the proceeds of the sale would be held in trust pending resolution of enforcement issues. It is not clear on the record whether those proceeds would satisfy the entirety of 2511598's judgment against Mr. Davies.

[7] Ms. Spears was not present at the April 30, 2026 hearing, and counsel that attended the March 31, 2026 hearing advised that Ms. Spears was in the process of retaining new counsel. It is not clear that Ms. Spears obtained proper notice of the April 30 hearing. On April 30, 2026, I was satisfied that the requirements of ss 17(1) and 17(2) of the *Civil Enforcement Act*, RSA 2000, c C-15 [CEA] had been met and granted a further attachment order (the "**Second Order**") on terms similar to those sought by 2511598, with the Edmonton Property removed from the listed assets. The Second Order was granted on the condition that the parties return on better notice to Ms. Spears, both to confirm whether any issue remained concerning removal of 2610078 and to allow Ms. Spears to address the continuation of relief against the Residence. The extended term of the Second Order was granted pursuant to CEA s 19(2).

[8] The parties returned before me on July 8, 2026. Ms. Spears sought a hearing to discharge 2511598's writ registrations against the Residence and to remove the Residence from the Second Order.

Background

[9] Although Mr. Davies remains the registered owner on title, Ms. Spears asserts a prior interest in the Residence that she says takes priority over the First and Second Orders and any resulting enforcement steps directed at debts owed by Mr. Davies. She relies on an earlier agreement made when she and Mr. Davies dissolved their marriage, later formalized in a consent

order dated August 3, 2011 (the “**Consent Order**”). Ms. Spears asserts that under the Consent Order, she was to receive title to and ownership of the Residence. The relevant terms of the Consent Order include:

- Mr. Davies was to pay out the mortgage by July 31, 2016. Ms. Spears was then to assume the parties’ line of credit, and title to the Residence was to be transferred into her name.
- If Ms. Spears sold the Residence after receiving title, the sale proceeds were to be applied first to debt, with any surplus divided between Ms. Spears and the children.
- If Ms. Spears did not assume the line of credit by July 31, 2016, the Residence was to be sold. The proceeds were to be applied first to debt, with any remaining surplus divided between Ms. Spears and the children.

[10] When the Consent Order was made in 2011, Ms. Spears did not qualify to refinance the mortgage on the Residence. The record does not indicate whether she made a further attempt before July 31, 2016.

[11] Ms. Spears did not assume the line of credit, although she may have made payments toward it. Title to the Residence did not transfer to her and it was not sold in 2016 in accordance with the Consent Order or any time thereafter. Mr. Davies remains the registered owner on title. However, the parties appear to have continued to act on the basis that the Consent Order governs their respective interests, and Ms. Spears states that she has made all payments associated with the Residence, including taxes and utilities. She also relies on provisions of the Consent Order providing that, if the Residence is sold, the proceeds are to be divided between her and the children, with no share payable to Mr. Davies.

[12] Ms. Spears registered a caveat against title to the Residence at some point after the Consent Order and prior to 2017, which caveat remains registered (the “**Prior Registration**”).

Issues

[13] The issues are before the court are:

- 1) whether the Residence should remain subject to or be discharged from the Second Order;
- 2) whether the Second Order should be varied; and
- 3) whether any enforcement steps may proceed against the Residence before the nature and priority of Ms. Spears’ asserted interest in the Residence are determined.

Positions of Parties

Ms. Spears

[14] Ms. Spears submits that 2511598 cannot obtain a greater interest in the Residence than Mr. Davies himself has. She argues that her Prior Registration has priority and precludes 2511598, or any other creditor seeking to enforce against Mr. Davies, from obtaining relief against the Residence. Ms. Spears advises that she wishes to sell the Residence because it is too expensive for her to maintain and she wishes to downsize. She seeks removal of the Residence from the Second Order and discharge of the writs registered against the Residence as a result of the First and Second Orders.

2511598

[15] 2511598 asserts that the Prior Registration is invalid. It argues that the agreement between Ms. Spears and Mr. Davies does not affect these enforcement proceedings because title to the Residence remains registered in Mr. Davies' name and is therefore exigible property. It also argues that, because Ms. Spears did not seek discharge of the writs in the present application, the issue is not properly before me and she cannot obtain that relief now. On that basis, 2511598 submits that removing the Residence from the Second Order would have limited practical effect because it would not remove the writ registrations.

[16] Neither counsel provided legal or statutory authority directly addressing the parties' competing positions on these issues.

Decision Summary

[17] The threshold issue is the nature and priority of Ms. Spears' asserted interest in the Residence. Until that issue is determined, it would not be appropriate to either discharge the Second Order or to permit enforcement steps to proceed against the Residence. The appropriate course is to vary the Second Order so that it remains in place, while staying enforcement steps pending determination of the priority issue.

Analysis

The Law

[18] Although the First Order referred to both a Mareva injunction and an attachment order, 2511598 has clarified that the relief it now seeks is an attachment order under the *CEA*.¹ The Second Order, and any variation of it, are therefore addressed under the *CEA*. I have considered the Court's authority under that statute. I also note that, if the order and associated relief were characterized as a Mareva injunction, the Court would retain the same authority to address variation and related relief, although under different sources of authority, principally the *Judicature Act*, RSA 2000, c J-2 and the *Alberta Rules of Court*, Alta Reg 124/2010.

¹ While attachment orders and Mareva injunctions both freeze assets, they are distinct remedies. Attachment orders emanate from the *CEA* and are more recent: Dick Dunlop, Tamara M Buckwold, *Debt Recovery in Alberta* (Toronto: Carswell, 2012) at 148. Yet the *CEA* did not expressly overturn its predecessor, the Mareva injunction, which is an equitable remedy affirmed in the *Judicature Act*, RSA 2000, c J-2: Dunlop at 154-155, 151. As such, "[w]hen an applicant asks for an attachment order plus one of the old remedies, the courts proceed as if the two processes are completely unrelated": Dunlop at 156-157.

[19] Section 17(8) of the *CEA* addresses the variation and termination of attachment orders. It permits any interested person, including a third party, to apply: ***I-D Foods Corp v Heileman Brewing Co (1996)***, 194 AR 108 at para 25, [1996] CarswellAlta 928 (ABQB). The provision may be invoked even where the attachment order was made *ex parte* under s 18 of the *CEA*. In that circumstance, the burden of establishing that variation or termination is warranted rests with the party seeking that relief: *Dunlop* at 224. The *CEA* does not itself prescribe the test for variation or termination, or identify when either remedy will be appropriate: ***Calmusky v Hodgins***, 2007 ABQB 417 at para 15.

[20] Jurisprudence under the *CEA* indicates that an application to vary or terminate an *ex parte* attachment order is assessed on a *de novo* basis: ***Cameron v Aecometric Corp***, 1998 ABCA 106 at para 19. The Court therefore returns to the statutory criteria for granting an attachment order in the first instance, as set out in ss 17(1) and 17(2) of the *CEA*: see, for example, ***Royal Bank of Canada v McLaughlin***, 2016 ABQB 80 at para 29. Those provisions state:

- 17(1)** A claimant may apply to the Court for an attachment order where
- (a) the claimant has commenced or is about to commence proceedings in Alberta to establish the claimant's claim, or
 - (b) the claimant has commenced proceedings before a foreign tribunal to establish a claim if
 - (i) a judgment or award of the foreign tribunal could be enforced in Alberta by action or by proceedings under an enactment dealing with the reciprocal enforcement of judgments or awards, and
 - (ii) the defendant appears to have exigible property in Alberta.
- (2)** On hearing an application for an attachment order, the Court may, subject to subsection (4), grant the order if the Court is satisfied that
- (a) there is a reasonable likelihood that the claimant's claim against the defendant will be established, and
 - (b) there are reasonable grounds for believing that the defendant is dealing with the defendant's exigible property, or is likely to deal with that property,
 - (i) otherwise than for the purpose of meeting the defendant's reasonable and ordinary business or living expenses, and
 - (ii) in a manner that would be likely to seriously hinder the claimant in the enforcement of a judgment against the defendant.

[21] Although an express fairness requirement was removed from s 17(2) before the *CEA* was enacted (*Dunlop* at 174-175), fairness remains relevant to the *de novo* assessment on an application to vary or terminate an attachment order. The Court of Appeal has stated that, where the original order is no longer satisfactory, the judge should amend it to make it satisfactory and should "do what is just and proper": ***Cameron*** at para 19. The statutory language also preserves judicial discretion: s 17(2) provides that the Court *may*, rather than *must*, grant an attachment order where the criteria are met: see also *Dunlop* at 177. This Court has similarly described section 17(8) as conferring "broad discretion": ***Calmusky*** at para 15.

[22] The effect of an attachment order on innocent third parties is relevant to the fairness assessment on an application to vary or terminate the order. This issue has two related aspects:

whether third party interests are subordinate to attachment orders, and whether attachment orders should apply to third party interests.

[23] On the first aspect, the priority of third-party interests, the *CEA* contains a priority provision addressing the relationship between attachment orders and third-party interests:

23(1) Subject to subsection (2), priority between an attachment order and the interest of a third person in property to which the attachment order applies shall be determined in accordance with Division 2 of Part 4 as if the attachment order were a writ.

[24] Division 2 of Part 4 provides guidance regarding priority in some circumstances where an attachment order conflicts with third-party rights. Section 34 addresses property interests acquired by a party after an attachment order came into force. Section 35 addresses the priority or subordination of a perfected or unperfected security interests in personal property, whether such interest arose before or after the writ. These provisions do not, however, directly address priority where a third party asserts an interest in land that arose before the attachment order. In that circumstance, guidance must be taken from the applicable case law.²

[25] In *Vysek v Nova Gas International Ltd*, 2002 ABQB 389, several third parties asserted unregistered assignment interests relating to the sale of a house. Those interests included a real estate commission and an irrevocable assignment to a financial institution, both of which arose before an attachment order froze the sale proceeds. The Court held that those prior third-party interests had priority, in the case of the financial institution, because the irrevocable assignment of proceeds from the house sale transferred all property (ownership) in the money to the assignee on the assignment date, rather than merely giving security for a debt: para 31. In the case of the real estate agent, the prior third-party interests had priority because the commission was assigned and therefore not a security interest, and further, the equities of the situation necessitated transfer of the funds to the realtor (the writ holder would have had to incur realtor fees in any event to sell the property): paras 39-40. Although in *Vysek*, even unregistered third-party interests were preserved, the application of that case is somewhat limited in that it deals with the treatment of s 35 of the *CEA* and irrevocable assignments.³ Few other cases on this issue have been identified, and none were provided by the parties.

² By comparison, there does not appear to be an equivalent statutory priority provision for Mareva injunctions. A Mareva injunction does not immediately confer priority over other interests: Jeffrey Berryman, *The Law of Equitable Remedies*, 3rd ed (Toronto: Irwin Law Inc, 2023) at 195-196. Rather, impacts on third parties are considered in the balance of convenience on a *de novo* review of an application to vary or terminate a Mareva injunction: Michael G Tweedie, *Pre-Emptive Commercial Remedies* (Toronto: LexisNexis Canada Inc, 2024) at 105.

The case law originating from British Columbia supports a cautious approach to Mareva injunctions that would prejudice third-party interests. For instance, in *Hans v Volvo Trucks North America Inc*, 2014 BCSC 1123 a Mareva injunction was vacated. The Court noted at para 53 that it is “beyond dispute that the Mareva injunction was never meant to capture the property of others” and highlighted the importance of screening for collusion between the debtor and the third party. A Mareva injunction’s impact on third parties is not, however, necessarily determinative of whether the injunction should be upheld (*Pangaea Resources Limited v Harder*, 2024 BCCA 286 at para 39 (aff’d 2023 BCSC 2021), citing *Google Inc v Equustek Solutions Inc*, 2017 SCC 34 (aff’d 2015 BCCA 265); *Silver Standard Resources Inc v Joint Stock Co Geolog*, 1998 CanLII 6468 (BCCA) at para 20.

³ In *Accel Energy Canada Limited (Re)*, 2020 ABQB 652, the Court distinguished *Vysek* at para 44 on the basis that it was an assignment of interests. That decision pertained to proceedings under the *Companies Creditors*

[26] On the second aspect, whether attachment orders should extend to third-party interests, Alberta courts have considered whether an attachment order should restrain property to the extent it is subject to a prior third-party interest. In **GEMBA LLC v Nixious Investments Inc**, 2014 ABQB 197, Tolosa and various lienholders held registrations against a property, with Tolosa's mortgage having priority. The property itself may have been owned by or transferred to another party, possibly not at arms' length: **Con-Forte Contracting Limited Partnership v Eagle Hill Developments Ltd**, 2012 ABQB 724. The validity of Tolosa's mortgage had not yet been determined. GEMBA sought an attachment order over funds Tolosa was to receive under a proposed settlement reached with affected lienholders.

[27] In **GEMBA**, the Court noted that, in the development of the *CEA*, the Institute of Law Research and Reform had recommended that no antecedent interest of a third party, including a beneficial interest such as a security interest, should be adversely affected by an attachment order: **GEMBA** at para 52, citing *Prejudgment Remedies for Unsecured Claimants, Report No 50* (Edmonton: Institute of Law Research and Reform, 1988) at 8.96 and Recommendation No 19. Although the report is not binding, the Court accepted that proposition where the third-party interest was antecedent in priority to the defendant's rights to the funds: at para 53. In **GEMBA**, the defendant was Tolosa, and the other lienholders' interests in the settlement funds arose after Tolosa's. The Court held the rights of the third-party lienholders are not antecedent to the rights of Tolosa (if proven), thus, the concern regarding third party interests does not apply. For that reason, the case is not directly analogous to the present case. Here, Ms. Spears asserts an interest that may have fully displaced or at least reduced Mr. Davies' interest in the Residence before 2511598 obtained its orders.

[28] In **Royal Bank of Canada**, a separated husband and wife had made an oral agreement under which the wife would forgo certain claims against the husband in exchange for a motorhome. The husband financed the motorhome through a loan and registered it to the wife's numbered company. When he defaulted, the bank sued both spouses and obtained an attachment order restraining the motorhome. The wife denied fraudulent conveyance and said she did not know the husband had used loan proceeds to purchase the vehicle.

[29] The application to vary or terminate the attachment order in **Royal Bank of Canada** was dismissed. The Court found that the criteria in s 17(2) of the *CEA* were met and was concerned that the motorhome, as a mobile asset, could be sold or removed if not restrained: paras 55-56. The Court also emphasized that, at that preliminary stage, it was *not* determining entitlement to the motorhome; it was deciding only whether the attachment order should be terminated: para 29. Although the wife in **Royal Bank of Canada** was not a true stranger to the underlying dispute, her position had some features analogous to a third-party claim because she had not signed the loan that gave rise to the litigation and may not have known of the loan until after the order was made.

[30] A general principle that may be extracted from these decisions is that enforcement is limited to a debtor's exigible property. Thus, if the registered owner's interest is already limited

Arrangements Act, RSC 1985 c. c-36 [CCAA]. A material distinction between that case and **Vysek** lies in the fact that in **Accel**, the irrevocable direction to pay in question was in the nature of an unregistered security to confirm payment for services, which were subsequently suspended and released by the assignee prior to the CCAA proceedings. The assignee was therefore merely an unsecured creditor without any special interest in the funds in question.

by a prior beneficial/equitable interest, the creditor's enforcement interest should ordinarily attach only to the debtor's remaining interest. A judgment creditor may not enforce against a greater estate than the debtor owns. In the present case, it is necessary to determine the nature and priority of Ms. Spears' asserted interest before permitting enforcement steps directed at the Residence.⁴

Application

[31] On a *de novo* review under ss 17(1) and 17(2) of the CEA, I am satisfied that the statutory criteria for an attachment order continue to be met, subject to determination of the nature and scope of Ms. Spears' asserted prior interest in the Residence. The analysis must also consider whether continuation of the Second Order, and any enforcement under it, would be just in the circumstances.

[32] There is no dispute that Ms. Spears' Prior Registration was registered against title to the Residence long before the orders obtained by 2511598. The unresolved issue is whether Ms. Spears has a beneficial or other interest in the Residence that has priority over the writs or other enforcement interests arising from the First and Second Orders, including on any distribution of sale proceeds.

[33] Ms. Spears says she wishes to sell the Residence because it has become too expensive for her to maintain. However, she has not provided evidence explaining what has changed in the more than 15 years of occupation of the Residence such that an immediate sale is now urgent. Without more, I do not treat that asserted urgency as a compelling consideration in the fairness analysis. 2511598 does not oppose a sale in principle because it would make the value of the property more readily available, but it maintains that it is entitled to the proceeds. Since the July 8, 2026 hearing, 2511598 has commenced enforcement steps against the Residence.

[34] Removing the Residence from the Second Order at this stage would create a meaningful risk that the property could be sold or transferred before the priority issue is determined. That risk is not merely theoretical. Ms. Spears has attempted to sell the Residence in the past year and again this year, and those attempts led to the discovery of the registrations placed on title by 2511598. Any sale would also require the cooperation of Mr. Davies, who remains the registered owner. Ms. Spears expects that he would cooperate with a sale and transfer. The risk is further informed by Mr. Davies' transfer of his interest in Brain's Up to his daughter before these enforcement proceedings could commence.

[35] Further, Ms. Spears' precise interest in the Residence has not been clarified. The Court should not presume, before the issue is determined, that her asserted interest is perfected or that it necessarily takes priority over 2511598's enforcement interests.

[36] Conversely, it would not be appropriate to permit enforcement under the Second Order before Ms. Spears' asserted interest, and any priority attaching to that interest, is determined. As

⁴ See also: [1842752 Ontario Inc. v Fortress Wismer 3-2011 Ltd.](#) 2020 ONCA 250, as an example of the principle applied in a converse fact scenario in jurisprudence outside Alberta. Where the debtor's legal or beneficial interest is limited by prior equitable or beneficial rights, the creditor's remedy must be assessed by reference to the debtor's actual exigible interest.

neither party addressed the law or legal arguments in support of their respective positions on the issues of the nature of Ms. Spears' interest and its priority in relation to the writs registered by 2511598, I reach these conclusions without deciding the priority issue.

[37] Ms. Spears appears to stand in the position of a genuine third party. Unlike the wife in **Royal Bank of Canada**, she is not a co-defendant in the underlying fraud action and has been divorced from Mr. Davies since 2011. Her asserted interest also arose well before the First Order and was reflected in an ordinary court process through the Consent Order.

[38] This case may more closely engage the reasoning in **GEMBA**. While Ms. Spears' interests did not pre-exist Mr. Davies interests, as his spouse, they were likely initially contemporaneous with his. Further, the effect of the Consent Order *may* result in her beneficial interests having priority over his interests. Ms. Spears' asserted interests pre-exist the interests of the writ holder 2511598. Given the cautions against restraining property to the extent it is subject to a prior third-party interest, I am reluctant to read **GEMBA** too narrowly. Her Prior Registration may also mitigate the effect of her apparent non-compliance with the Consent Order. In determining Ms. Spears interests in the Residence as a result of the Consent Order, the Justice hearing the priority application might consider whether it parallels an irrevocable assignment of interests in the Residence, like the interests in **Vysek**, and if so, what is the legal impact of that on the priority in real property as compared to a writ.

[39] From a fairness perspective, the Court in the priority hearing may also need to consider whether enforcement should first be pursued against the proceeds of sale of the Edmonton Property before any enforcement steps are taken against the Residence. Although Mr. Davies transferred his shares in Brain's Up, making it more difficult for 2511598 to pursue assets held through 2610078, the legitimacy and effect of that transfer remain at issue.

[40] At the July application, 2511598 argued that it was for Ms. Spears to seek any stay of enforcement against the Residence pending determination of the ownership and priority issues concerning the Brain's Up interests and the Edmonton Property. It also suggested that she, rather than the Court, could pursue marshalling or other relief in the enforcement proceedings, although it did not identify the basis on which that relief would be available.

[41] I do not accept that approach in the circumstances. 2511598 has commenced enforcement against the Residence before the competing priority issues have been determined and before meaningful progress has been made with respect to the Edmonton Property or the Brain's Up interests. The enforcement proceedings concerning the Edmonton Property are not within Ms. Spears' control. In these circumstances, the appropriate course is to maintain the Second Order, but to stay enforcement against the Residence until the priority issues are determined, and the Court has had an opportunity to direct whether the enforcement proceedings must first be attempted against the Edmonton Property.

[42] The Court's authority to make that direction is found in s 17(3) of the CEA, and in particular ss 17(3)(c) and (g). Those provisions permit the Court to impose conditions or restrictions on dealings with exigible property of the defendant (in addition to the absolute prohibition of dealing with the property under s 17(3)(b)), and to include any term, condition, or ancillary provision in the order the Court considers necessary or desirable.

[43] Pursuant to ss 17(3)(c), 17(3)(g), and 17(8) of the *CEA*, the Second Order is varied as follows (the “**Amended Second Order**”):

- 1) All enforcement proceedings against the Residence are stayed until further order of the Court. No further order permitting enforcement against the Residence shall be made until the priority between Ms. Spears’ asserted interest and 2511598’s enforcement interests have been determined, unless the parties otherwise agree.
- 2) The parties shall immediately take steps to secure a hearing date for Ms. Spears’ interests determination and priority hearing.
- 3) Consistent with s 17(5) of the *CEA*, the Amended Second Order shall terminate on January 31, 2027, unless further extended by order of the Court.
- 4) Any application to extend the Amended Second Order shall be filed before January 31, 2027. Any extension application, or any separate application by 2511598 for an attachment order or similar relief concerning the Residence, shall refer to the terms of the Amended Second Order.
- 5) Any justice may hear the interests determination and priority hearing or any further application to extend the Amended Second Order. Justice Dario is not seized.
- 6) At the at the interests determination and priority hearing, the parties shall be prepared to address the following matters:
 - The parties shall provide available valuation information for the relevant properties. 2511598 shall provide valuation information, or at minimum the sale price or offer information, for the Edmonton Property. Ms. Spears shall provide valuation information, or at minimum the sale price or offer information, for the Residence.
 - 2511598 shall provide an update on the status of the Edmonton Property sale.
 - Either party may provide evidence concerning any ongoing beneficial interest in, or use of, the Residence by Mr. Davies.
 - In the event 2511598’s registrations against the Residence are preserved, pursuant to the Court’s authority under ss 17(3)(b), 17(3)(c), and 17(3)(g) of the *CEA*, the justice hearing the priority application may determine whether enforcement should first be completed against the Edmonton Property before any enforcement proceeds against the Residence. I have encouraged 2511598 to pursue that approach, while recognizing that ownership issues concerning the Edmonton Property may remain.
 - Pursuant to s 17(6) of the *CEA*, once the estimated or actual values of the properties are known, the justice hearing the priority application may determine whether an attachment order should continue to apply to the Residence in addition

to any arrangements made for, or enforcement completed against, the Edmonton Property.

- Before withdrawing the stay of enforcement, the Court shall also determine any issue concerning enforcement or discharge of the writs associated with the First Order, the Second Order, or the Amended Second Order to the extent they are deemed subordinate in priority to Ms. Spears' interest in the Residence. Reference is made to *CEA* ss 23(1), 24(1), 35(1) and (2), and case law laid out in this Decision that does not appear to have been addressed or considered prior to the First Order or Second Order being granted and the associated writs being registered.

[44] If any party seeks to consolidate Actions No. 2401-13089 and No. 2501-18649, that party must bring a separate application or obtain the consent of the other parties. Unless and until the actions are consolidated, the parties agree otherwise, or the Court directs otherwise, the priority application shall proceed in Action No. 2501-18649 rather than Action No. 2401-13089.

[45] Counsel for 2511598 has undertaken to ensure that the undertaking referred to in s 17(4) of the *CEA* and referenced in the Notice of Application filed in Action No. 2401-13089, is filed and available on the Court record in both Action No. 2401-13089 and Action No. 2501-18649.

[46] Costs were not spoken to.

Heard on the 8th day of July, 2026.

Dated at the City of Calgary, Alberta this 11th day of September, 2026.

C. Dario
J.C.K.B.A.

Appearances:

Kevin Hoy, McLennan Ross
for 2511598 Alberta Ltd.

Moremi Adekunle, Dimic Law
for Ms. Spears

Jae Shim and Abeer Chabara, Shim Law
for 2610078 Alberta Ltd.