



No. 11866  
NELSON REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

**BETWEEN:**

**KELLY LLIAM HOLSWORTH also known as  
KELLY LLIAM NIELSEN**

**PLAINTIFF**

**AND:**

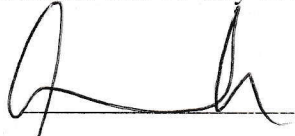
**TREVOR RUSSELL HOLSWORTH**

**DEFENDANT**

**REQUISITION**

To correct order of May 17, 2005 by changing paragraph 11 (2) to remove the qualification "( of approximately \$976 )" to conform with the Oral Reasons for Judgment by Justice Metzger pursuant to Rule 41(24).

Dated at the City of Nelson, Province of British Columbia this 19<sup>th</sup> day of May 2006.



Trevor Holsworth

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IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KELLY LLIAM HOLSWORTH also known as  
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**PLAINTIFF**

AND:

**TREVOR RUSSELL HOLSWORTH**

**DEFENDANT**

**ORDER**

BEFORE THE HONOURABLE ) TUESDAY THE 17TH DAY  
)  
MR. JUSTICE METZGER ) OF MAY, 2005

The application of the Plaintiff, **KELLY LLIAM HOLSWORTH**, filed May 5, 2005 coming on for hearing at Nelson, British Columbia, on May 16, 2005 and May 17, 2005; and on hearing **RALPH GREGORY STACEY**, counsel for the Plaintiff, and the Defendant, **TREVOR RUSSELL HOLSWORTH**, on his own behalf;

**THIS COURT ORDERS that:**

1. The applications of the Plaintiff that:

(1) The following proceedings be heard jointly and in the discretion of the Trial Judge:

(a) **KELLY LLIAM HOLSWORTH also known as  
KELLY LLIAM NIELSEN versus TREVOR RUSSELL  
HOLSWORTH**, Supreme Court of British Columbia, Nelson  
Registry No 11886; and

(b) **WILLIAM NORTON HOLSWORTH and CAROL  
ANN HOLSWORTH v. TREVOR RUSSELL HOLSWORTH** and

**KELLY LLIAM HOLSWORTH**, Supreme Court of British  
Columbia, Nelson Registry No 011944.

And that the evidence given on an Examination for Discovery or by Interrogatories by a party or by a person examined in one proceeding, in the discretion of the Trial Judge, may be given in evidence at the trial of the other proceeding heard jointly herein, (paragraph 1 and 2 of the Notice of Motion of the Plaintiff filed May 5, 2005) be dismissed; provided that the Plaintiff has the liberty to reapply eight months from the date of this order, that is, after January 17, 2006;

2. The applications of the Plaintiff that:
  - (a) the Defendant be found in contempt,
  - (b) the Defendant pay an amount not exceeding \$5,000 to the Plaintiff, and
  - (c) the Plaintiff's defence be struck out (paragraphs 3, 4, and 5 of the Notice of Motion of May 5, 2005) be adjourned generally to allow the Defendant to make application to vary the order of January 13, 2005 as to child and spousal support;
3. By Consent, the application of the Plaintiff in regard to the approximately \$290,000 held in trust by the firm of Rencz & McAvity ( paragraph 9 of the Notice of Motion of May 5, 2005) be adjourned generally;
4. By Consent that a real estate appraiser or business valuator retained and authorized by the Plaintiff, **KELLY LLIAM HOLSWORTH**, may on 24 hours notice enter upon any land, building or chattels of Kootenay Experience Ltd. Or at 306 or 308 Victoria Street, Nelson, British Columbia, for the purpose of examining, inspecting and preparing an appraisal of the said properties and business and that such appraisals shall be arranged forthwith;
5. By consent that the Defendant, **TREVOR RUSSELL HOLSWORTH**, shall produce on 7 days notice for the inspection of the business appraiser or valuator retained and authorized by **KELLY LLIAM HOLSWORTH** all records, bank accounts, receipts, invoices, accounts receivable records and other documents pertaining to Kootenay Experience Ltd. And the rental properties at Victoria St. as may be required by the business evaluator or real estate appraiser for the purpose of evaluation.
6. By consent that Nelson & District Credit Union and the Bank of Montreal, Nelson Branch, produce copies of all banking records including monthly statements and canceled cheques of the Defendant, **TREVOR RUSSELL HOLSWORTH**, and the Plaintiff, **KELLY LLIAM HOLSWORTH**, and Kootenay Experience Ltd. And other business that either **TREVOR RUSSELL HOLSWORTH** or **KELLY LLAM HOLSWORTH** have an interest in from and after the separation of the parties, July 23, 2004, and each month hereinafter until the resolution of this matter;
7. The Plaintiff, **KELLY LLIAM HOLSWORTH**, be appointed receiver/manager of the rental properties at 306 & 308 Victoria St, Nelson, British Columbia, as of

5 pm, May 22, 2005 until further agreement of the parties or further order of the Court;

8. The Defendant, **TREVOR RUSSELL HOLSWORTH**, may continue to reside in the 400 square foot apartment at 306/308 Victoria St., rent free, and the Plaintiff, **KELLY LLIAM HOLSWORTH**, shall not enter that apartment without the express permission of the **TREVOR RUSSELL HOLSWORTH**;
9. The Defendant, **TREVOR RUSSELL HOLSWORTH**, shall provide all keys to the rental properties at 306 and 308 Victoria St. to the Plaintiff, **KELLY LLIAM HOLSWORTH**, forthwith except for the keys to the 400 square foot apartment where he resides;
10. In regard to chattels, particularly ski, clothing and equipment stored at 306 and 308 Victoria St:
  - (1) the Defendant shall have the opportunity to take his own inventory, that is, the Defendant shall have until 5pm May 22, 2005 to prepare and provide to the Plaintiff an inventory of those chattels,
  - (2) The Plaintiff shall then take possession of those chattels,
  - (3) The Plaintiff may move the chattels to the garage at the property where she is resident at 111 Richards St. Nelson, British Columbia, where she may store them rent free.
  - (4) either party may sell these chattels with the consent of the other party, and
  - (5) the proceeds of such sales shall be paid into the trust account of **RALPH GREGORY STACEY**, barrister and solicitor;
11. The proceeds of the rental of 306/308 Victoria St. and any sale of chattels may be paid out as follows and in the following priority:
  - (1) child support to **KELLY LLIAM HOLSWORTH** of \$500 per month commencing June 1, 2005,
  - (2) mortgage payments to Nelson & District Credit Union and other monthly charges commencing June 1, 2005.
  - (3) spousal support to **KELLY LLIAM HOLSWORTH** of \$1,000 per month commencing June 1, 2005.
  - (4) costs of \$500 ordered to be paid by the Defendant to the Plaintiff January 13, 2005 and costs of \$300 ordered to be paid by the Defendant to the Plaintiff May 17, 2005,
  - (5) any remaining balance to be paid into the trust account of **RALPH GREGORY STACEY** to be disbursed only upon agreement of the parties or further order of the Court.



12. The Plaintiff **KELLY LIAM HOLSWORTH**, shall have costs in this application in the lump sum of \$300
13. The endorsement of the Defendant, **TREVOR RUSSELL HOLSWORTH**, of this order is dispensed with provided that the Plaintiff shall deliver an entered copy of the order to the Defendant.