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C. Good Faith [§2.26]

In *Bhasin v. Hrynew*, 2014 SCC 71, the Supreme Court of Canada changed the law of contractual interpretation in a fundamental way by recognizing that good faith, as well as a duty of honest performance, is an organizing principle in all contract law. It remains to be seen how far-reaching this development will prove to be in general, and in the context of family law agreements.

These principles were applied by the court in *Wiebe v. Treissman*, 2017 BCSC 1523. The parties' agreement (made in January 2016) provided that the husband was not required to pay lump sum support of \$700,000 to the former spouse until a butterfly transaction had been completed, but the butterfly transaction was delayed for various reasons and still not completed by the time of the application to court (in August 2017). There was evidence that the husband viewed the delay in payment as putting pressure on the wife to settle various outstanding issues. The court, relying on *Bhasin*, ordered the immediate payment of the lump sum support.