

COURT OF APPEAL FOR ONTARIO

CITATION: Staples v. Jean, 2026 ONCA 369

DATE: 20260525

DOCKET: COA-24-CV-1029

Copeland, Monahan and Gomery JJ.A.

IN THE MATTER of the Estate of Warren Nelson Holbrook, deceased

BETWEEN

Rebecca Staples\*, Michael Staples\* and Maureen Shannon Sherk, personally  
and in her capacity as Trustee of The Holbrook Family Trust

Applicants (Appellants\*)

and

Tiffany Jean, personally and in her capacity as Estate Trustee of the Estate of  
Warren Nelson Holbrook\*, Jennifer Kelly Holbrook, personally and in her capacity  
as Trustee of the Holbrook Family Trust\*, Connor Jean, Emily Staples, Alana  
Victurnia Jean Holbrook, Deborah Macpherson, Tyler Staples, Grace Jean, a  
minor by her litigation The Children's Lawyer, Holbrook Holdings Inc., Rejenmor  
Inc., Lansdowne Automotive Ltd. and Fort Garry Stables Inc.

Respondents (Respondents\*)

Joseph Figliomeni and Tracey Rynard, for the appellants

Alexandra V. Mayeski and Karen J. Hagman, for the respondent Jennifer Kelly  
Holbrook

Peter Askew for the respondent, Tiffany Jean

Heard and rendered orally: May 22, 2026

On appeal from the order of Justice Cory A. Gilmore of the Superior Court of  
Justice, dated August 20, 2024, with reasons reported at 2024 ONSC 4590.

## REASONS FOR DECISION

[1] Warren Holbrook died on December 3, 2021. His primary and secondary wills named his daughters – Rebecca Staples, Maureen Sherk, and Jennifer Holbrook – as residual beneficiaries. Tiffany Jean, one of Jennifer’s children and Warren’s granddaughter, was appointed as co-estate trustee of Warren’s estate.

[2] Both wills included a hotchpot clause that required the three residual beneficiaries to have charged against their share of the estate the amount of advances they had received from their father during their lifetimes.

[3] Disputes arose between the beneficiaries with respect to the way Tiffany was administering the estate as well as over the proper interpretation of the hotchpot clause. Rebecca and Maureen, along with Rebecca’s husband Michael Staples, brought a motion to remove Tiffany as estate trustee and for an interpretation of the hotchpot clause.

[4] The motion judge dismissed the motion to remove Tiffany, finding that the applicants had failed to meet the high threshold required to remove an estate trustee. The motion judge also favoured the interpretation of the hotchpot clause adopted by Tiffany and rejected that advanced by the Applicants.

[5] Although Rebecca and Michael filed a notice of appeal challenging the motion judge’s interpretation of the hotchpot clause, their counsel on appeal quite properly conceded before us that the motion judge’s interpretation of the hotchpot

clause was correct. However, the Appellants now claim that the motion judge erred because she did not address the disposition of shares in a holding company that formed part of the estate.

[6] The motion judge found that this issue was not raised before her and declined to deal with it in her order. This issue was not raised in the notice of appeal and is not properly before us.

[7] The appellants also argue that the motion judge erred in failing to remove Tiffany as estate trustee for a variety of reasons, including because she is in a conflict of interest. The motion judge's decision on the removal motion is entitled to appellate deference. Although the motion judge refused to remove Tiffany, she provided directions on the manner in which Tiffany ought to administer the Estate in order to address any conflict concerns.

[8] The motion judge's directions were a practical and reasonable approach that was appropriate in the circumstances. We are also not persuaded that concerns over the cost of a replacement trustee were determinative in the motion judge's refusal to remove Tiffany as estate trustee.

[9] The appeal is dismissed. The appellants shall personally pay costs on a partial indemnity basis of \$21,822.15 to Jennifer and \$14,742.77 to Tiffany, in her capacity as estate trustee, in both cases inclusive of applicable taxes and disbursements. Tiffany, in her capacity as estate trustee, shall also be entitled to

recover the balance of her full indemnity costs in the amount of \$9,828.52 from the estate, also inclusive of applicable taxes and disbursements.

“J. Copeland J.A.”

“P.J. Monahan J.A.”

“S. Gomery J.A.”