CITATION: FOCH V. SHARON GUN CLUB ET AL 2025 ONSC 4220
COURT FILE NO.: CV-17-00004126-0000
DATE: 2025/07/14

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: FOCH, Roland,

FRANK FOCH BY HIS ESTATE TRUSTEE IDA FOCH, applicants

AND:

SHARON GUN CLUB,

THE GUN CLUB (SHARON) LIMITED,

SHARON RECREATION PROPERTIES LTD., respondents

BEFORE: Justice L.B. Stewart

COUNSEL: GAYED Michael, for the applicants
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HEARD: November 19 and 20, 2024, In person

REASONS ON APPLICATION

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I OVERVIEW

1. The Respondents are related entities. Sharon Gun Club (SGC) is operated on land owned by Sharon Recreation Properties Ltd. (SRLP). To be a member of the gun club, you must own at least one share of SRLP and be approved for membership.

2. Mr. Frank Foch (who died in 2018), was a long-time member of the gun club who was expelled for safety violations in 2009. Mr. Roland Foch (Frank’s son), is an SRLP shareholder, but has never been a gun club member.

3. Mr. Foch Sr. and Mr. Foch have been litigating against the respondents since 2011. This application, started in 2017, culminated in a two-day application with a record in excess of 9000 pages.

4. At its heart, this application is Roland's single-handed attempt at an unwanted and unwelcome takeover of the three respondents. For the reasons that follow, the court dismisses the application. The applicants have no standing against two of the three respondents. The application is barred by the prior litigation. The application is also statute barred. Finally, if the application is considered on the merits, there is no basis to grant an oppression remedy. Even if there was a basis to find oppression, the applicants' proposed relief is entirely disproportionate, and speaks to the applicants' animosity towards the respondents.

II PARTIES

Respondents

5. The respondents are three corporate entities which have some degree of overlap.

6. Sharon Recreation Properties Ltd. ("SRPL) was incorporated in 1979 and owns two parcels of land at 18255 Kennedy Road, East Gwillimbury, Ontario. As of April, 2018, there are 1635 shares in SRPL.

7. The Gun Club (Sharon) Limited ("Sharon Limited") was incorporated in 1957. It owns two parcels of land at 18407 Kennedy Road, East Gwillimbury, Ontario. Sharon Limited is a subsidiary of SRPL.

8. Sharon Gun Club ("SGC" or "gun club") is a non-share private corporation. It operates a gun club at 18255 Kennedy Road. The shooting range is on the land owned by SRPL. No weapons are discharged on Sharon Limited property. SGC is a non-profit. There are no employees. It is run by volunteers. To be a member of SGC, you must own at least one share in SRPL.

Applicants

9. Frank Foch ("Frank") obtained a firearms license in the 1960's. He was a member of Sharon Gun Club since the 1980s. For some years, Frank was the club safety officer.

In 2009, he was expelled from the club for safety violations. He did not appeal this decision.

10. As explained below, Roland and Frank started to litigate against the respondents in 2011. In 2011 and 2014, Frank was named as a plaintiff in his own right. The court therefore infers that he was capable at that time[1]. When this application was started in 2017, it was started by Roland and Frank, with Roland acting as Frank's litigation guardian. Frank died in 2018. This litigation was continued on behalf of his estate, by his estate trustee, Ida Foch, by order dated October 18, 2018.

11. Frank (and now Frank's estate) owns three shares in SRPL.

12. Roland Foch ("Roland") is Frank's son. He owns one share of SRPL. He is not, and has never been, a member of SGC. Roland wanted to be a member of SCG. Membership is in the sole discretion of SCG. Roland applied to be a member in late 2010. By letter dated February 7, 2011, SGC informed Roland that the SGC board of directors had unanimously decided to reject his application "at this time until the issues surrounding your threats of litigating against Sharon Recreational Properties and Sharon Gun Club Limited have been resolved".

13. Roland did not resolve his threats of litigation. Instead, later in 2011, Roland made good on his threats and started litigation against the respondents and has been litigating against them continuously since.

III RELIEF SOUGHT

14. The applicants seek almost two dozen grounds of relief. Broadly speaking, the applicants seek orders that the respondents acted in an oppressive manner and the gun club operated unlawfully. The applicants ask this court to set aside articles of

[1] In Ontario, adults are presumed to have capacity: *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30, *as am*., section 2.

amendment, cancel share issuances, appoint an auditor, order tracing of funds and permit Roland unfettered access to all information about the respondents and their business dealings.

15. During oral argument, the applicants stated that they had abandoned certain grounds of relief (paragraphs 1b, d, c, f, g, h and I of the amended notice of application, all of which asks the court to compel the respondents to conduct business in a certain way). However, in reading the applicant's letter dated October 25, 2024, it is clear that the applicant did not, in fact, abandon these claims for relief; rather, the applicants are reserving their rights to request this relief if the court appoints a receiver, receiver/manager, or manager. In short, the applicants reserve their rights to seek this relief from a court-appointed official, essentially directing a court-appointed official how to conduct themselves. That would be improper, although it is ultimately a moot point as the court declines to appoint a receiver or manager.

IV REQUEST FOR SEALING ORDER

16. The joint exhibit book for this hearing included excerpts from the SRPL share register. The parties made a joint request for a sealing order for this one exhibit.

17. This issue was raised in a case conference prior the oral argument. During the case conference, the parties were advised to include only the most vital information from the share register. The parties excluded the addresses of the shareholders and deleted their surnames (except for the first initial).

18. Some of these shareholders are members of SGC. Although there is no evidence about firearms ownership, it is a reasonable inference that at least some (if not all) of the SGC members are firearms owners. Although there are strict storage requirements for firearms and ammunition, the parties are understandably concerned about having information in the public record about the identify of firearms owners as this would increase the risk of those firearms being targeted for theft.

19. Considering the test for a sealing order articulated by the Supreme Court in 2021[2], I find that the three elements are met as it relates to this one share register exhibit:

    a. Having this exhibit available to the public poses a serious risk to an important public interest (public safety and limiting the theft and illegal use of firearms);

    b. Alternative measures will not prevent this risk; and

    c. As a matter of proportionality, the benefits of the order outweigh its negative effects.

20. To be clear, the sealing order is granted only for the one exhibit submitted at the oral hearing, which is the partial, redacted shareholder list for SRPL. All the remaining filed materials are open to the public. The hearing was also open to the public. This decision will be available to the public.

V THE APPLICANTS HAVE LIMITED STANDING.

The applicants have a minimal relationship with the respondents, which can be summarized as follows.

	Member?	**Shareholder?**	**Director?**	**Officer?**
SGC	Roland: never Frank: yes, until expelled in '09	n/a	No	No
SRPL	n/a	Frank estate: 3 shares[3] Roland: 1 share[4]	No	No
Sharon Ltd.	n/a	No	No	No

[2] *Sherman Estate* v. *Donovan*, 2021 SCC 25 at para 38.
[3] 3 shares is 0.183% of total shares.
[4] 1 share is 0.061% of total shares.

21. The applicants have never been associated with Sharon Ltd. as shareholders, directors or officers. They have no standing as against Sharon Ltd.

22. The applicants are not members of SGC. Roland has never been a member and Frank was expelled in 2009. The expulsion is not the subject of this application. The applicants have never been officers or directors of SGC. The applicants have no standing as against SGC.

23. The applicants are shareholders in SRLP. Frank's estate owns three shares, which is 0.183% of the total shares in SRLP. Roland owns one share, which is 0.061% of the total shares in SRLP. The applicants therefore have standing against SRLP.

24. Because of the applicant's lack of standing against Sharon Ltd. and SGC, this court finds that the applicants have no ability to seek relief against these two respondents. in the event that this finding is incorrect, the court addresses the merits of the claims in the following sections.

VI THERE IS NO DISPUTE ABOUT THE SRLP SHARES OWNED BY THE APPLICANTS.

25. The parties agree that:

    a. Frank's estate owns three shares of SRPL; and

    b. Roland owns one share of SRPL.

26. Despite this agreement (openly acknowledged during oral argument), the applicants continue to suggest that there is some issue with these shares.

Frank's Shares

27. This issue of Frank's shares was already litigated before the small claims court. The settlement required the respondents to provide the three share certificates owned by Frank Foch. This was done. The respondents acknowledge that if the share transfer

was not accurately recorded in the corporate records, and that was a mistake of volunteers trying to keep records. However, that does not change the fact that the parties agree about the share ownership described above.

28. Further, this issue was already ruled on by the small claims court. In the enforcement motion decision, the deputy judge ruled that SRLP stood behind the three share certificates belonging to Frank (1635, 2074 and 2096) and that Frank was the owner of those shares. Roland and Frank did not appeal this decision.

29. That Frank's estate owns three shares is not in dispute, despite the applicants' efforts to create a dispute on this point.

Roland's Shares

30. Roland owns one share of SRPL.

31. Roland tried to acquire two more shares of SRPL. In 2016, Roland entered into agreements of purchase and sale with two other shareholders to purchase their shares (one share from each person). However, these transactions were not completed because Roland did not notify SRPL of his intended purchase.

32. The parties agree that SRPL has the right of first refusal for any share transfer. The parties agree that Roland did not notify SRPL so it could exercise its rights.

33. In 2018, SRPL agreed to waive its right of first refusal and advised Roland that the shares would be transferred for $500 per share: $100, which was the usual share transfer fee, plus $400, payable to the respondent's legal counsel. SRPL charged more than the usual $100 per share because SRPL did not want Roland to deal directly with it, or attend at the property, given that he had been litigating against SRPL since 2011. SRPL asked that Roland deal with its legal counsel at the office of the legal counsel. Roland opted not to do this. Given all of the circumstances, I find that this was a reasonable approach by the respondents.

34. Roland could have paid the additional $800 and acquired the two additional shares of SRPL. He could have sought a refund of the $800 in this litigation (he amended his

notice of application in 2021 seeking additional relief and could have included this claim). He chose not to do this, instead opting to characterize SRPL's actions as some form of oppression. It is not oppression.

35. Roland owns one share of SRPL.

VII THIS IS NOT PUBLIC INTEREST LITIGATION.

36. In reply oral argument, the court asked how/why the applicants had any authority over the town to compel them to take a particular position about the respondents. The applicants responded that they are public interest litigants.

37. There is no evidence of any public interest being advanced by the applicants. The two applicants, taken together, own 0.244% of the shares in SRLP. The applicants have been litigating continuously against the respondents since 2011. At no time have the applicants been supported by anyone from the three respondents. Specifically, the applicants have not provided evidence of any support from:

    a. Other members of SGC

    b. Any shareholders of Sharon Ltd or SRPL;

    c. Any officers or directors from any of the three corporate respondents.

38. Further, as will be discussed further below, the applicant's positions are not supported by the local township, nor are they supported by the Chief Firearms Officer of Ontario.

39. The applicants were unable to articulate to this court what precise public interest was being advanced.

40. This is not public interest litigation. This is litigation by Roland Foch, who says he is directly impacted by the actions of the respondents. Frank's estate is also a party, there is no evidence from Frank's estate trustee anywhere in the record. Roland, and Roland alone, is the controlling mind and interested party in this application. There is no pleading and no evidence that Roland sought public interest standing. There is no pleading and no evidence that Roland represents the interests of anyone other than

himself and his father's estate. The fact that Roland has concerns with how the respondents operate does not confer public interest standing upon this litigation.

VIII THE PRIOR LITIGATION IS A BAR TO THIS APPLICATION.

41. Roland and Frank started three small claims court against the respondents (and other individuals connected with the respondents): one action in each of 2011, 2012 and 2014:

    a. SC-11-26967: Frank and Roland named as plaintiffs;
    b. SC-12-28510: Roland named as plaintiff;
    c. SC-14-30231: Roland and Frank named as plaintiffs.

42. These actions were settled, together, by terms of settlement dated April 22, 2015. These handwritten terms of settlement were incorporated into a small claims court endorsement dated April 22, 2015. There are ten clauses in the terms of settlement, requiring both sides to take specific actions. For the purposes of this application, clauses 4 and 5 are relevant.

43. Clause 4 of the terms of settlement states: The parties will execute a full and final mutual release, releasing each other from any claims, causes of actions, damages, etc. relating to, directly or indirectly, the following actions: SC-12-28510-00, SC-14-30231-00, SC-11-26447-00. For greater certainty the parties agree to release each other from anything raised in the above noted actions or that could have been raised and from anything known or unknown as of the date of this order.

44. Clause 5 states: The plaintiff will execute an undertaking that:

    a. He will not communicate with any third parties regarding the defendants without first providing 30 days notice to the board of directors of Sharon Recreation Properties Limited setting out any issues or concerns he may have.

    b. He will not commence any further actions against the defendants in accordance with this release to be executed.

45. The plaintiffs did not abide by the terms of settlement. The respondents brought a motion to enforce the settlement. By endorsement dated October 12, 2017 (the motion having been heard September 27, 2017), the small claims court judge found the plaintiffs in breach of the settlement and ordered the plaintiff to comply. The defendants agreed to modify the wording of the release to include wording to release each other from "anything raised in the [three small claims actions] or that could have been raised and from anything known or unknown as of the date of the order [which was April 22, 2015].". The plaintiff was ordered to execute the undertaking.

46. As noted above, the enforcement motion was heard by the small claims court on September 27, 2017. What the applicants did not tell the small claims court at the enforcement motion on September 27, 2017 was that they issued this application six days before, on September 21, 2017.

47. Despite being ordered to comply with the settlement in October, 2017, Roland did not sign the released until August 2, 2018.

48. The applicants say that the release pertains only to claims that the applicants could have raised in the small claims court and the small claims court does not have jurisdiction over oppression. The applicants further argue that the release did not pertain to "things that could not have been known", yet the release captures any and all possible claims, known or unknown, up to April 22, 2015.

49. The applicants' arguments are disingenuous. They entered into a settlement in 2015 and regretted it. They spent the next two years refusing to comply with the settlement. However, that settlement was found to be binding and enforced by the court in 2017. Even with that enforcement order, Roland did not sign the release until ten months after the 2017 enforcement order.

50. This court finds that the release included any complaints or grievances the applicants against the respondents which predated April 22, 2015. Roland was aware of his allegations concerning the corporate structure and governance of the respondents prior to April 22, 2015. For example:

a. April 14, 2012: Roland emails SGC to allege that SCG is “refusing shareholder rights” and preventing him from viewing the shareholders list.

b. February 20, 2014: Roland emails Stan Maj and states that he will also seek oppression remedy relief which will likely be broad in scope and will be additional to the other existing claims. He specifically referred to exhausting every legal process available to him as a shareholder. On cross examination, Roland admitted that the claims he was asserting in this February 20, 2014 correspondence were rolled into this application.

51. The applicants argue that they came upon additional information in 2017 (Roland referred to a property search done in 2017), but the practical reality is that the applicant agreed to release anything: “raised in the small claims actions, or that could have been raised, and from anything known or unknow as of the date of the order on April 22, 2015”. Roland’s own evidence shows that the applicants were aware of the issues raised in this application prior to the 2015 order. The release bars this application. The applicants have failed to demonstrate any claims which fall outside the ambit of the release.

52. In the event that this finding is incorrect, and the applicants have demonstrated any limited claims which fall outside the ambit of the release, those claims do not meet the test for an oppression remedy (see section below).

IX THERE IS NO BASIS TO SET ASIDE THE SMALL CLAIMS SETTLEMENT AND ENFORCEMENT ORDER.

53. The parties settled all the disputes between them on April 22, 2015. The Small Claims Court enforced that settlement on October 12, 2017.

54. The applicants did not appeal the enforcement order.

55. Yet, the applicants claim that the respondents made a misrepresentation to the Small Claims Court deputy judge on the enforcement motion (argued September 27, 2017)

and therefore this court should rescind the settlement because I am a judge of the Small Claims Court by virtue of section 22(3) of the *Courts of Justice Act*.

56. The applicants' position is baffling. If there was any dispute about the Small Claims Court order of October 12, 2017, it should have been appealed. Instead, the applicants abided by the order, at least for a time: Roland confirmed, on cross examination, that the settlement was finalized on October 17, 2018.

57. The time to seek recission is long past. The place to seek recission was on appeal from the Small Claims Court order. Further, even if this court was prepared to entertain a recission argument, it would fail for either of the following reasons:

    a. The applicants do not meet the first step in the test for recission in that they have not shown a misrepresentation[5];

    b. Further, the amended notice of application does not seek recission. The amended notice of application seeks only a "stay and interim stay" of the small claims court cases "pending the determination of this application"[6].

        i. The applicants never brought a motion for an interim stay of the small claims court actions in the context of this application;

        ii. The court cannot stay litigation which was concluded by order in October, 2017. Simply put, there are no actions to stay.

X THIS LITIGATION IS STATUTE-BARRED.

58. As noted above, Roland threatened litigation arising from shareholder rights in April, 2012. Roland threatened to seek oppression remedy relief in an email in February, 2014. In that same email (February 20, 2014), Roland lists a myriad of claims and

[5] *Deschenes* v. *Sylvestre Estate et al*, 2020 ONCA 304 at para 31.
[6] Paragraph 1(p), amended notice of application, September 21, 2017vbnm,./

then states: “since I am not able to have answers to my questions, I will obtain them thru legal actions and court…along with legal costs…that has been in my bucket list for 2 years…I told Peter Carey that I would be aggressive this year, and I will exhaust every legal process, available to me, as a shareholder. Any outcome of any legal action, will likely be unfavourable to SRPL or SGC….”.

59. This application was started on September 21, 2017. The applicable limitation period is two years. The applicants did not demonstrate any claims which arose after September 21, 2015.

60. The applicants argue that there is no limitation period because this is a proceeding for a declaration in which no consequential relief is sought, as per section 16(1)(a) of the *Limitations Act*. The applicants assert that they are “just” seeking a bare declaration that SGC is operating illegally[7].

61. I find that all the claims for consequential relief are statute barred.

62. The argument that the applicants are merely attempting to obtain an order that SCG is operating illegally is a perverse interpretation of this entire application, which asks the court to award enforceable relief. The applicants are not seeking mere declaratory relief. Even if this finding is wrong, the applicants have no standing to act in place of the Chief Firearms Officer of Ontario and the Town of Gwillimbury (see section below).

XI THERE IS NO EVIDENCE THAT SGC IS OPERATING “ILLEGALLY”.

63. The applicants ask this court to declare that SGC is operating “illegally”.

64. As noted above, the applicants have no standing against SGC.

65. The applicants have no authority to regulate SGC (or any gun club).

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[7] *Kyle* v. *Atwill*, 2020 ONCA 476, at para 48 to 50.

66. The Chief Firearms Officer of Ontario is aware of SGC (he was required to give evidence on this application). The CFO has not seen fit to take any action against SGC. Indeed, the CFO expressed no concern with how SGC was operating the gun ranges on the property (or any issue with operations generally).

67. The Town of East Gwillimbury is also aware of SGC. As part of this litigation, the applicants examined the By-Law and Licensing Supervisor for East Gwillimbury. She testified that the 2004 by-law (which the applicants say is lacking) permitted the gun club to operate legally. She also confirmed that a newer, 2023 bylaw, permits SGC to operate.

68. The Town, despite being aware of all the applicant's concerns and despite being aware off this litigation, has not taken any action against SCG.

69. Simply put, the institutions charged with regulating SGC have not taken any action. The CFO and the town are not named as respondents in this application. The applicants have no right to stand in the shoes of the CFO or the town. There is no basis to find that SGC is operating "illegally". The applicant's allegations on this point cannot succeed.

XII THERE IS NO EVIDENCE THAT THE FINANCES OF THE RESPONDENTS ARE IMPROPER.

70. The applicants alleges that the respondents have improperly "co-mingled" their finances.

71. As noted above, the applicants have no standing against Sharon Ltd. and SGC.

72. SGC has a bank account. SRPL and Sharon Ltd. use the same account.

73. Trent Tunstall is a chartered accounts whose firm has worked as the account for the respondents. Mr. Tunstall swore an affidavit explaining the accounting protocols of the respondents and confirming that the accounting is done completely and correctly.

74. Mr. Tunstall's information was supplemented by financial details provided by Mr. Desai, the former president of the respondents SGC and SRPL.

75. The applicants were given wide-ranging access to financial information on cross examination. Further information was disclosed on answers to undertakings and even further information was disclosed because of a refusals motion.

76. Despite litigating against the respondents since 2011, the applicants have no evidence (other than Roland's own questions and concerns) that there are any improprieties with the finances. The applicants offer nothing to rebut the evidence of the professional accountant for the respondents.

XIII THERE IS NO OPPRESSION.

77. The applicants cite multiple concerns which they assert amounts to oppression. Broadly speaking, these concerns fall into two categories:

    a. Financial mismanagement; and

    b. Governance.

78. Leaving aside the findings of lack of standing, litigation bar and limitation period expiry, this court also finds that the oppression argument fails on its merits.

79. Allegations not advanced: some of the allegations originally advanced by the applicants were not mentioned in the applicants' factum or oral argument, although the applicants did not formally abandon them. Given the lack of attention given by the applicants to these issues, the court infers that they were not being pursued. However, even if they were pursued, they would not have succeeded. Allegations in this category included:

    a. Charges on properties: the applicants express concern about charges registered on the properties, but the respondents provided cogent explanations

and proof that the mortgages were paid and released in 2010, seven years before this litigation.

b. Alleged environmental issues: Roland alleges that there are environmental issues at SGC in that there may be lead contamination of the water table. There is no evidence of this.

c. Alleged issuance of shares to trades: Roland alleges that SRPL paid trades by issuing shares to them in 2014. The respondents demonstrated that this did not occur.

80. Allegations advanced which were not proven: some of the allegations advanced by the applicants were not proven: see above for the analysis of SCG operating unlawfully and the respondents' finances being comingled. Allegations in this category also included:

a. Share dilution: Roland alleges that SRPL's issuance of additional shares diluted their value. (Roland erroneously believed that SRPL issued more shares than it did, but the practical reality is that some additional shares were issued). However, Roland Foch conceded on cross examination that the value of the shares had increased over the years. There is no evidence of dilution of share value.

b. Tax returns: on the topic of financial mismanagement, Roland also alleged that the respondents were either failing to file tax returns or failing to file taxes properly. However, there is no evidence of this. As noted above, the respondents retain a professional accountant to deal with the tax filings of all three respondents.

81. Corporate record-keeping: the respondents did concede that the corporate record keeping was deficient for at least a certain period of time. Many of these deficiencies date from before 2009 when the board member responsible for the minute books (Calvin Martin, a lawyer) had a stroke and passed away a few years later. Mr. Martin

oversaw the minute books for the three respondents. Despite significant efforts to locate the missing information, it was not available, and the respondents are now attempting to reconstitute the minute books.

82. There is no evidence that there was any concern voiced at the time Mr. Martin oversaw the minute books. Mr. Martin appeared to be a trusted board member; indeed, Frank's interests were represented by Mr. Martin during his expulsion proceedings.

83. Despite the deficiencies in historical corporate record keeping, Roland admitted that these issues have not directly impacted him. Roland stated that he was confused, and he had questions, but he was unable to articulate any direct, negative impact that the alleged corporate governance failures had on him. Simply put, insatiable curiosity about the inner workings of organizations does not amount to direct impact.

84. The parties agree that oppression is a fact-specific equitable remedy that looks at business realities, not merely narrow legalities. To obtain an oppression remedy pursuant to section 248 of the *Ontario Business Corporations Act*, a two-step test must be met:

    a. Does the evidence support the reasonable expectations of the claimants?

    b. Does the evidence establish violation of the reasonable expectation by conduct falling within the terms "oppression", "unfair prejudice" or "unfair disregard" or a relevant interest?[8]

85. To apply this test, the Supreme Court of Canada held that a complainant must:

    a. Identify the expectations that he claims have been violated and establish that the expectations were reasonably held; and

[8] *BCE* v. *1976 Debentureholders*, 2008 SCC 69.

b. Show that those reasonable expectations were violated by conduct falling within the terms of s.248 of the *OBCA*.

86. Roland defines the expectations of the applicants as follows:

a. Frank had to initiate litigation for the return of his shares: the court has already found that this is not correct, so Frank's expectation was not reasonable.

b. Roland expected the board of SRPL to approve his purchase of two shares within a reasonable period of time. He asserts that the board has not granted this approval since his purchase of the two shares in 2016. The court has found that the board approved the share purchased in 2018, subject to the payment of legal expenses occasioned by Roland's behaviour in this litigation. Roland's position is not reasonable.

c. Roland expected to be provided with a shareholder list shortly after his request for the list. Roland reviewed the shareholder list in 2012, again in 2019 and again in 2020. Roland says that he had to start this litigation to get the shareholder list, but the practical reality is that Roland has been litigating against the respondents continuously since 2011. Roland's position is not reasonable.

87. Interpreting the applicants' allegations as broadly as possible, the court accepts that a shareholder has a reasonable expectation that corporate records will be kept properly (although these applicants concede that the record-keeping flaws have no direct impact upon them). However, that expectation is informed by context, including fairness, the interests of the parties, the size, nature, and structure of the corporation as well as past practices[9].

[9] *BCE*, at para 74, Koehnen, *Oppression and Related Remedies*, at pages 93 to 97.

88. As noted above, the respondents concede that the minute books for the respondents are not in ideal shape. Roland only has standing against one respondent, SRPL.

89. The corporate records requirements of the *OBCA* are serious and important. This court does not condone records that are not kept properly. However, in the context of seeking an oppression remedy, nothing about the imperfect corporate records in this case meets the tests for oppression, unfair prejudice, or unfair disregard. Indeed, the court finds that there is nothing in the applicant's allegations/complaints, taken individually or together, that passes any of these three thresholds.

90. Having failed to show that the applicants' reasonable expectations fail to amount to oppression, unfair prejudice or unfair disregard, there is no basis to grant an oppression remedy.

91. Finally, even if the court were to find that the test for the oppression remedy were met (which it does not), the remedy proposed by the applicants is entirely unwarranted, disproportionate, and non-responsive to the issues identified.

XIV COSTS

92. Costs were not addressed during oral argument as the parties said there were offers.

93. The respondents are the successful parties on this application and are presumptively entitled to costs.

94. The parties are urged to agree on costs. If they will not, written costs submissions will be served, filed, and uploaded to Case Centre on the following schedule:

    a. Respondents by August 15, 2025, 2025 at 4pm;

    b. Applicants by September 12, 2025 at 4pm.

95. No reply is permitted.

96. These deadlines cannot be varied unless by court order. If submissions are not received by these deadlines, the court will proceed on the basis that costs are not being sought.

97. Costs submissions will be double spaced, in 12-point font, and five pages, maximum (exclusive of offers, authorities and bills of costs).

98. The submissions and bills of costs will identify any step in the proceeding which requires costs to be assessed. The submissions and bills of costs will exclude any step for which costs have already been awarded (such as motions and/or case conferences). The submissions will address each factor in Rule 57.01 and what scale of costs is warranted, including whether the full indemnity scale is appropriate in the circumstances of this case.

99. If the court has any questions following receipt of the costs submissions, a one-hour hearing will be convened at 9am via Zoom.

XV ORDERS MADE

100. This application is dismissed.

Released: July 14, 2025

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L.B. Stewart J.