

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *423408 Alberta Ltd. v. Cooney Mansions Limited Partnership*,  
2025 BCSC 1385

Date: 20250529  
Docket: S240272  
Registry: Vancouver

Between:

**423408 Alberta Ltd.**

Plaintiff

And

**Cooney Mansions Limited Partnership, Cooney Mansions Development GP Ltd., Cooney Mansions Nominee Ltd., 1131170 B.C. Ltd., Grant Pittam, 1302333 B.C. Ltd., Winnie Win Chi Ip, 1302401 B.C. Ltd., and David Yue**  
Defendants

Before: The Honourable Justice Marzari

## Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:

H. Parsons  
I. Vanderslice

Counsel for the Defendants 1302401 B.C. Ltd. and David Yue:

F. Ju

Place and Date of Trial/Hearing:

Vancouver, B.C.  
May 29, 2025

Place and Date of Judgment:

Vancouver, B.C.  
May 29, 2025

[1] **THE COURT:** This matter concerns recovery of amounts owed on a loan that was extended by the plaintiff, 423408 Alberta Ltd., to the defendants Cooney Mansions Limited Partnership, Cooney Mansions Development GP Ltd., and

Cooney Mansions Nominee Ltd. (collectively "the Borrower"). The loan was guaranteed by three distinct groups, each consisting of an individual and their wholly owned numbered company as follows:

- a) Grant Pittam and his company 1131170 B.C. Ltd. ("Pittam");
- b) Winnie Win Chi Ip and her company 1302333 B.C. Ltd. ("Ip"); and
- c) David Yue and his company 1302401 B.C. Ltd. ("Yue").

[2] The plaintiff brings this action, and this summary trial application, to seek repayment of that loan from the Borrower and the guarantors, subject to various settlement agreements that have been reached with some of the guarantors, which I will detail shortly.

[3] I note that the Borrower has taken no issue with the relief sought. The Borrower has not responded to this summary trial application by filing a response and has indicated to counsel for the plaintiff that they will be taking no position on it. Nor is any position taken by the Ip guarantors or the Pittam guarantors because they have signed agreements with the plaintiff with respect to their liability.

[4] Nobody, including the Yue defendants who appear before me, takes any issue with the binding nature of the loan agreements, the interest owed and their calculations, and the general liabilities under the loans and guarantees that are sought to be recovered by the plaintiff.

[5] What is at issue in the application before me, as between Yue and the plaintiff, is the enforceability and interpretation of settlement discussions between the Yue defendants and the plaintiff in December of 2024, when this summary trial application was outstanding.

[6] Specifically, the Yue defendants take the position that they had reached a settlement with the plaintiff in December 2024 that limited their liability with respect to this action, and that that settlement agreement remains binding. They seek that the summary trial application, with respect to them, be dismissed, and argue that the Yue defendants and the plaintiff should instead be required to perform the terms of that settlement agreement as between them.

## **BACKGROUND**

[7] I am not going to set out all of the facts that relate to the loan and the various forbearance agreements. The parties are agreed that there was a \$4 million loan that, if unpaid after a year (by July 2022), would accrue interest from that date at a rate of 21%. Furthermore, the parties are agreed that, after a series of breaches and forbearance agreements, that interest is payable on the outstanding amounts of the loan. It is also agreed that there is a contractual obligation under the loan agreement and the guarantor agreements that the plaintiffs are entitled to their solicitor and client costs. Those issues are not contested in this application. Those facts are established.

[8] The real issue before me is the effect of the settlement discussions between the plaintiff and various guarantors. On July 5, 2024, it is uncontested that the plaintiff entered into a settlement agreement with Pittam under which the Pittam parties agreed to pay the plaintiff a million dollars and the plaintiff agreed to discontinue its claims against the Pittam parties. The terms of the Pittam settlement also included that the plaintiff covenanted not to sue or maintain a lawsuit against the Pittam parties regarding the loan, and that the plaintiff waived the right to recover from the Borrower, the Ip parties or the Yue parties, the amount received from the Pittam parties under the Pittam settlement—essentially reducing the principal recoverable under the loan agreement from \$4 million to \$3 million.

[9] On July 12, 2024, the plaintiff filed a notice of discontinuance against the Pittam parties and pled their contribution towards the total debt. I have made an order that those parties be removed from the style of cause, in light of the discontinuance.

[10] Also not contested is that on December 6, 2024 the plaintiffs offered to settle with the Yue and Ip defendants on somewhat similar terms.

[11] Briefly, the plaintiffs extended a settlement offer to both the Yue and the Ip defendants, both represented by Mr. Ju, who is also counsel before me on behalf of Yue on this application. That offer was slightly different as between the Yue and the Ip defendants, but essentially sought \$1 million from each of them towards the principal debt, with varying times to pay and installment amounts.

[12] For the Yue defendants, the offer involved the payment of \$500,000 within 72 hours of settlement, and thereafter a series of additional settlement payments in December, January, and February totalling \$1 million. As I read the Ip settlement, it was \$500,000 by January 31 and an additional \$500,000 by February 28, 2025. Both offers provided that \$1 million would be paid by each of the Yue and Ip defendants by the end of February of this year. A condition of those offers was that the parties would sign a “*BC Ferries*-style covenant not to sue” in favour of Yue and Ip respectively “concerning all claims raised or that could have been raised in the action.”

[13] Each offer also stated as condition 5 that it was “subject to and conditional on” the plaintiff and each of Yue and Ip respectively “signing a written settlement agreement containing these material terms.”

[14] Because this is an action that concerns the binding nature of a settlement agreement and whether it has been reached or not, I have reviewed the communications relating to that settlement, and the parties are agreed that there is no privilege that they are relying on in respect to those negotiations. I have been provided with a series of emails back-and-forth between December 6, 2024, and December 20, 2024. From my reading of the correspondence, there was a period of time during which there was discussion about the timing and the breakdown of the amounts that would be paid on each date, and on December 10, 2024, those terms were essentially agreed upon. The plaintiff wrote in an email to counsel for Ip and Yue, with respect to the Yue time frame for providing the funds, that the “Plaintiff agrees to settlement with Mr. Yue on that basis. We will adjourn generally Thursday’s application and prepare settlement agreements for your review.” There was some additional information regarding what Ms. Ip was required to do as well.

[15] The parties then embarked on negotiating the terms of the written settlement agreement, which appears to have been provided the following day on December 11. Although the draft written agreement is quite long, the only evidence I have in terms of the negotiations, and maybe the only relevant evidence that needed to be put before me, was some back and forth negotiations about what written terms would meet the requirement that the parties enter into a “*BC Ferries*-style covenant not to sue...concerning all claims raised or that could have been raised in the action.”

[16] It is apparent from reading the correspondence, that on December 11, 2024, the plaintiff presented Yue and Ip, through their joint counsel, a draft settlement agreement and covenant not to sue. The proposed covenants not to sue provided that the plaintiff would waive the right to recover from the non-settling defendants the amount of the payments to be received by each of the settling defendants. This would have had the effect of preserving the plaintiff's right to recover the outstanding amount under the loan agreement against all non-settling defendants for the joint debt obligation, while discontinuing the plaintiff's claim against the settling defendants.

[17] Counsel for the Yue and Ip raised concerns with the form of the covenant not to sue very quickly thereafter, and proposed a revision to term 4 of the covenant not to sue, changing the terms from having the plaintiff waive "any right to recover from the Non-Settling Defendants," the amounts received from the settling defendants, to waiving "any part of [the plaintiff's] claim for which the Non-Settling Defendants may be entitled to contribution indemnity from [the Yue Defendants]." Yue also proposed to remove, in its entirety, clause 6 of the draft covenant not to sue, which provided that:

Nothing in the agreement shall release or be construed to release or in any manner prejudice or affect any claims or demands that the plaintiff might have against the non-settling defendants or which the non-settling defendants might have against Yue.

[18] The plaintiff rejected the proposed changes to the covenant not to sue proposed by Yue on the basis that, from their perspective, the changes proposed an unacceptable risk that the covenant not to sue might be construed as a release. Plaintiff's counsel explained their concerns with respect to the effect that a release of a joint and several debtor might have on its ability to recover the outstanding debt against the remaining defendants, including the Borrower. The plaintiff encouraged the Yue and Ip to enter into side agreements to address their rights of indemnity as between each other, which was the main reason expressed for their concern regarding the form of release proposed by the plaintiff.

[19] I understand that the proposed changes to the covenant not to sue was likely made because the Yue and Ip defendants (who were both represented by Mr. Ju) were concerned about their respective performance of their contemplated settlement agreements. There was some potential adversity in interest between

them, because if they each entered into the settlement agreements with the wording of the covenant not to sue proposed by the plaintiff, and one of the Yue or Ip defendants paid but the other one breached their payment requirement, then the plaintiff might pursue the defaulting party for the full amount, and that that defaulting party might then come after the non-defaulting settling party for an additional contribution to equalize the debt amounts payable on this commercial contract under the *Law and Equity Act*, R.S.B.C. 1996, c. 253

[20] As a result, as it was explained to me by Mr. Ju, Mr. Yue was concerned that he might end up having to pay an equalization amount if Ms. Ip sued him for contribution after her own default. For example, if Ms. Ip had to pay more than \$1 million towards the principle because she did not comply with the settlement terms, she could come after Mr. Yue and seek some level of contribution from him that would equalize the debt between the debtors. I understand that amount to be in the range of an additional \$300,000 over the \$1 million Mr. Yue would already have paid, if one assumes there are only three debtors (the three guarantor groups). If there are four groups and you include the Borrower, it is probably less than \$300,000 to equalize the \$4 million debt. In any event, that was the concern, as I understand it.

[21] As it turns out, that concern did not actually materialize, as Ms. Ip accepted the plaintiff's settlement terms as drafted by the plaintiff and fulfilled her settlement obligations to pay \$1 million by February 28, 2025, as well as contributions towards accrued interest and costs.

[22] In any event, from December 11 to 20, 2024 it is clear from the materials in front of me that the parties had extensive discussions about the form of the covenant not to sue, and whether or not it best reflected the agreement that the form of covenant not to sue be a "BC Ferries-like covenant," including discussions about what the essential aspects of that type of covenant were. After those negotiations, on December 20, 2024, Mr. Ju, as counsel for both the Yue and Ip defendants, sent an email to counsel for the plaintiff stating that "Ms. Ip is agreeable to the terms as proposed", which I understand to mean to proceed with the form of covenant not to sue proposed by the plaintiff, but that "Mr. Yue is not agreeable to the terms as proposed and will be opposing the summary trial application."

[23] Afterwards, it is uncontroverted that Yue took no steps to fulfill his part of the asserted settlement agreement to pay the \$1 million to the plaintiff plus costs and interests at the agreed amounts. Nor did he pay these amounts into trust. Yue did, however, several weeks later in January of 2025, file a response to the outstanding summary trial application, claiming that a binding settlement agreement had been reached between the parties limiting his liability on the loan. That is the position he takes before me today.

### **ISSUES**

[24] As a result, the issues that I have to address in this summary trial application are limited to:

- a) whether there has been a breach of the commercial loan agreement and written guarantee (which is not contested); and
- b) whether the plaintiff and the Yue defendants entered into a binding settlement agreement in December 2024.

[25] I am satisfied that this matter is amenable to summary trial. There are no credibility issues. It is a matter of interpreting documents that are in front of me, and determining whether or not a settlement had been reached on an objective basis.

### **DETERMINATION**

[26] With respect to the first issue, I find that the loan agreement and guarantee are valid and enforceable contracts, and nobody disputes the validity or enforceability of those contracts. I find that, pursuant to the loan agreement and guarantee, the defendants agreed to make payments as and when due under the loan agreement and that, in default of their obligations under the loan agreement and guarantee, the non-settling defendants failed to make payments as and when due.

[27] Subject to Mr. Yue's defence that there was a binding settlement limiting his liability, I find that it is established, and largely not contested, that the outstanding principal amount of the loan for which the non-settling defendants remain jointly and severally indebted to the plaintiff is \$2 million plus interest, and the plaintiff's solicitor and client costs to prosecute this action. Interest is in the approximate

amount of \$1,477,375 as calculated to April 25, 2025, with interest on the outstanding principal accruing at a per diem rate of .0575% after April 25, 2025. However, that interest calculation may yet have to be reduced by interest amounts that were paid by Ms. Ip pursuant to her settlement agreement, so the final interest amounts, including interest since April 15, 2025 will have to be assessed.

[28] I turn then to whether or not a settlement agreement was reached between the plaintiff and the Yue defendants. I start with the case of *Apotex Inc. v. Allergan, Inc.*, 2016 FCA 155, a Federal Court of Appeal decision from 2016, which identified the following requirements for a court to find whether a settlement has been reached or not:

- a) objectively viewed, the parties had a mutual intention to create legal relations,
- b) there must be a consideration flowing in return for a promise,
- c) the terms of the agreement are sufficiently certain,
- d) there is matching offer and acceptance on all terms essential to the agreement, and
- e) any other requirement, such as legislative requirements.

[29] Whether parties intend to create a binding contract before a formal written agreement is executed is a question of construction. In *Calvan Consolidated Oil & Gas Co. v. Manning*, [1959] S.C.R. 253, 1959 CanLII 56 at 261 the Court said:

It appears to be well settled by the authorities that if the documents or letters relied on as constituting a contract contemplate the execution of a further contract between the parties, it is a question of construction whether the execution of the further contract is a condition or term of the bargain, or whether it is a mere expression of the desire of the parties as to the manner in which the transaction already agreed to will in fact go through. In the former case there is no enforceable contract either because the condition is unfulfilled or because the law does not recognize a contract to enter into a contract. In the latter case there is a binding contract and the reference to the more formal document may be ignored.

[30] Similarly, in *Bawitko Investments Ltd. v. Kernels Popcorn Ltd.*, 79 D.L.R. (4th) 97, 1991 CanLII 2734 (Ont. C.A.), the Ontario Court of Appeal specifically

considered the effect of the parties' intentions to defer legal obligations until execution of a formal agreement at 13:

However, when the original contract is incomplete because essential provisions intended to govern the contractual relationship have not been settled or agreed upon; or the contract is too general or uncertain to be valid in itself and is dependent on the making of a formal contract; or the understanding or intention of the parties, even if there is no uncertainty as to the terms of their agreement, is that their legal obligations are to be deferred until a formal contract has been approved and executed, the original or preliminary agreement cannot constitute an enforceable contract. In other words, in such circumstances the "contract to make a contract" is not a contract at all. The execution of the contemplated formal document is not intended only as a solemn record or memorial of an already complete and binding contract but is essential to the formation of the contract itself.

[31] I am satisfied on my review of these decisions that negotiating parties are not automatically bound upon the acceptance of general offer terms, where such acceptance is qualified by an express condition such as "subject to contract" or "subject to the preparation of a formal contract, its execution by the parties, and approval of their solicitors." This is a matter of construction for the court, and this Court has to determine whether the language indicates that the parties intended that they were bound before the execution of a formal agreement, or whether they intended that they would only become bound upon fulfillment of that condition. That determination has to be made in the context of the language of the agreement, and objective evidence with respect to that agreement. Post agreement conduct of the parties may also be relevant in determining whether a final agreement has been reached in some circumstances.

[32] I have reviewed the case law relied upon in the Yue defendants' application response to this summary trial. Overall, I find these cases deal with different types of conditions precedent that are not overly helpful in this particular context. The cases are somewhat limited, in that they arise from the body of law that deals with construing contracts of purchase and sale, and the types of conditions precedent one finds there. I find those cases, like *Jung v. GNR Property Management Inc.*, 2006 BCSC 1692; and *Zhang v. Amaral-Gurgel*, 2017 BCSC 1561, to be less helpful in this particular context. Unlike cases involving real estate contracts that are largely already drafted in a known form, this action involves an offer to settle where the parties had ongoing negotiations after that, and much of those ongoing

negotiations regarded the specific wording of written settlement terms, which terms were a condition of the initial offer.

[33] I do not think that is Mr. Yue's main argument, however. I think Mr. Yue's main argument is not so much about conditions precedent and real estate cases, but the assertion that the terms of the settlement agreement, which provided that the parties would enter into and sign a BC Ferries-style covenant not to sue in favour of the Yue defendants, was sufficiently clear such that no further elaboration or negotiation of the wording of that covenant was required. Furthermore, he argues that there was no specific need for greater clarity of that term in the initial offer, nor a need for further negotiations or further refinement of that covenant. Certainly, he says, the plaintiff did not have the ability to insist upon wording of a covenant not to sue that did not accord with his view of what a "BC Ferries-style covenant not to sue" should look like in its essential elements.

[34] As I take Mr. Yue's argument, he is arguing that I should treat this provision, which requires that the settlement be reduced to writing, including the covenant not to sue, like a common term in a settlement agreement requiring parties to sign a release. At the end of the day, the parties should not be able to wiggle out of a settlement based on technical arguments about what the release looks like, when everything else has been settled. More significantly, Mr. Yue argues that his version of the covenant not to sue, and the amendments he sought to the plaintiff's draft covenant not to sue, were much more in conformity with the essential elements of a BC Ferries-style covenant not to sue with respect to joint and several liability and apportionment issues, albeit in the context of a commercial contractual dispute and not a tort claim.

[35] Mr. Yue argues that the *sine qua non* of the plaintiff's offer to enter into a BC Ferries-style covenant with him was that the covenant would release him from the risk of an action in contribution and indemnity from Ms. Ip under the *Law and Equity Act*. He argues that the plaintiff's refusal to agree to terms of a release that clearly released him from any claim in contribution and indemnity from Ip, was therefore a breach of the plaintiff's December 6 offer, which he accepted on December 10, 2024.

[36] Mr. Yue relies on a number of cases that talk about BC Ferry settlements in tort cases and what is involved in them. One element of BC Ferries settlement

terms discussed in these cases is often a release by the plaintiff of claims in contribution and indemnity. However, that is not all that a BC Ferries form of settlement is meant to accomplish. Mr. Justice Myers described them in this way in *Drucker, Inc. v. Gui*, 2009 BCSC 542:

[96] The “B.C. Ferries” form of settlement is meant to accomplish two main goals. The first is to allow a plaintiff to settle with one joint tortfeasor without releasing the remaining joint tortfeasors. The second object is to prevent the non-settling tortfeasors from bringing the settling tortfeasors back into the action through a third party claim for contribution and indemnity.

[97] In order to avoid releasing the non-settling joint tortfeasors, no release is given. Rather, the plaintiff covenants not to sue the settling defendant. Further, no consent dismissal order is made. Instead, the plaintiff discontinues its action against the settling defendant.

[37] The issue, as I understand it here, is that the application of a BC Ferries-style covenant not to sue in the tort context is complicated in the commercial loan or commercial contractual dispute area, particularly with respect to the second of the two goals outlined above by Myers J. of these types of agreement.

[38] As I understand the plaintiff's argument, there is case law, including the cases of *Shoker v. Vollans*, 56 B.C.L.R. (3d) 259, 1998 CanLII 6447 and *Zypherus Holdings Inc. v. Dorais Estate*, 2013 ABCA 287, that provides that something that looks like a full release of one debtor could be construed as a release of the remaining debtors. This was something the plaintiff was very concerned about. As a result, there is tension in the application of a BC Ferries-style covenant in the context of a commercial dispute.

[39] Of course, the action before me is not a tort action but one that concerns contractual liability among joint debtors. There is no apportionment of fault in this case, and the *Negligence Act*, R.S.B.C. 1996, c. 333 has no application in this case.

[40] Clearly, the wording of the covenant not to sue entered into between the plaintiff and the Pittam defendants, and later with the Ip defendants, did not go as far as Yue says it should have gone to release him from a risk of contribution brought by the other guarantors under the *Law and Equity Act*.

[41] I find that the release and covenant not to sue in the commercial context that Mr. Yue sought from the plaintiffs, and to which the plaintiffs would not agree,

looks quite different from the standard wording of a BC Ferries settlement in the tort context. For example, a BC Ferries agreement in the tort context generally provides that the amount of the settlement will not be disclosed to the other defendants, and the plaintiffs are still entitled to seek their full damages from the remaining defendants, rather than deducting the amount paid from the principal amount owed by the remaining defendants.

[42] In any event, I find, based on all of the evidence and all of the arguments before me, that the wording providing for the parties to sign a "BC Ferries-style covenant not to sue" in the December 6 offer, was not sufficiently certain for the parties to know what limitations on claims for contribution and indemnity were contemplated as between the guarantors, or with respect to the plaintiff's ability to pursue its debt claim against the remaining guarantors or Borrower, while still not providing a release.

[43] The degree of ambiguity in that term is confirmed by the subsequent negotiations between the parties, the case law that the parties have taken me to, and the ability of two experienced counsel in this area to reasonably disagree. As Mr. Ju stated before me, this is a case of first impression, and determining what a "BC Ferries-style covenant not to sue" means in the context of commercial loan disputes is a bit like trying to put a square peg into a round hole.

[44] I also find that the precise wording of the covenant not to sue was an essential element of the offer made by the plaintiff on December 6, and of any agreement reached between the parties. It was essential, and of crucial importance not only to the plaintiff but clearly also to the Yue defendants.

[45] The plaintiffs were concerned that language that resembled a release too closely might give rise to a risk that they would be releasing all joint and several debtors pursuant to the common law rule discussed in *Shoker*, and *Zypherus Holdings Inc.* Mr. Yue argues that that was an illusory risk, but Mr. Yue's risk that the plaintiff's proposed language might result in a claim for contribution and indemnity by Ms. Ip, if she defaulted on her part of the agreement, was also based on a number of contingencies and assumptions about how many parties might claim contribution and indemnity.

[46] In any event, there was perceived risk and money at stake for both parties based on the precise wording of the covenant not to sue. This was an issue that was clearly significant enough that counsel exchanged positions about it for over a week immediately upon the parties reaching agreement on payment terms. While Ms. Ip was prepared to sign the settlement agreement with covenant terms proposed by the plaintiff, Mr. Yue was not. At one point, Mr. Yue took the position that it was just not worth it to him to be exposed to a claim of contribution and indemnity from Ms. Ip.

[47] Ultimately, I find that the evidence establishes that the parties did not intend for Mr. Yue's acceptance of the plaintiff's December 6 offer, on the terms discussed on December 10, to create binding legal relations unless or until the parties had agreed upon and signed a written settlement agreement that addressed the terms of the covenant not to sue, and the release and contribution issues inherent therein.

[48] I find this is supported by the express terms of the December 6 offer that require, as a condition of that offer, that the terms be reduced to writing and expressed and signed in a formal written agreement. I find this term was a condition precedent to the settlement agreement, at least with respect to the covenant not to sue and the BC Ferries language.

[49] I find that the continued negotiation of the terms of the covenant not to sue following the acceptance of the September 6 offer demonstrate that there was no meeting of the minds with respect to that language, and that this was because the term "BC Ferries-style covenant not to sue" is not sufficiently certain in the commercial loan context. It was an essential term that the language of this covenant not to sue be settled in writing as between the parties, and that the parties be *ad idem* on it.

[50] Finally, I find that the December 20, 2024 email from counsel for the Yue and Ip defendants which states that, while Ms. Ip is agreeable to the terms as proposed, Mr. Yue is not, might reasonably be taken as a rejection of the plaintiff's proposed settlement terms by Mr. Yue in their entirety. On its face, the email appears to indicate that Mr. Yue does not consider himself bound by the terms of that offer. Mr. Yue's subsequent conduct in not performing the terms of that agreement, for example by not making payment in the amounts and on the dates

agreed to on December 10, 2024 or at all, tends to confirm Mr. Yue's rejection of the settlement agreement altogether.

[51] I recognize, of course, that Mr. Yue filed pleadings that suggested that he did consider everybody to be bound by the terms of the December 6 offer not much later. Nevertheless, I consider that it was appropriate for the plaintiffs to treat Mr. Yue's counsel's December 20 email, and Mr. Yue's subsequent conduct, as indicating that he did not consider himself bound by the settlement terms he now argues were binding on the parties, as of the end of December 2024.

[52] As a result, I am going to grant the applications sought by the plaintiff in this matter.

[SUBMISSIONS ON THE TERMS OF THE ORDER]

[53] THE COURT: I am granting order 1(a) in the notice of application with the following changes: We are removing Winnie Win Chi Ip and 1302333 from the requested order. Judgment for debt in the principal amount will be \$2 million not \$3 million.

[SUBMISSIONS ON THE TERMS OF THE ORDER]

THE COURT: Judgment for contractual interest at 21% per annum, under para. 1(b) of the application, is granted to the date of judgment.

[54] CNSL H. PARSONS: Less the payment received by the plaintiff on account of the principal received from the Pittam defendants and the Ip defendants.

[55] THE COURT: Against the principal. And what about interest?

[56] CNSL H. PARSONS: Oh, yes, principal and interest. Yes, that is right. Because there was some received from Ms. Ip.

[57] THE COURT: Compounded monthly from July 28, 2023 [*sic*], until the date of judgment to be assessed either by appearance before the Registrar, or agreement as between the Yue defendants and the plaintiff. The Registrar shall make this determination, and the assessment need not come back to me.

[FURTHER SUBMISSIONS ON THE TERMS OF THE ORDER]

[58] THE COURT: Judgment for contractual solicitor-client costs incurred to commence and prosecute the action, less any amounts paid to date towards those costs, in an amount to be assessed.

[59] CNSL H. PARSONS: Thank you.

[60] THE COURT: All right. Thank you very much.

“Marzari J.”