COURT OF APPEAL FOR BRITISH COLUMBIA

Citation: *Frost v. Li,*
2026 BCCA 72

Date: 20260220
Docket: CA50569

Between:

Darryll Frost, personally and as trustee of the Frost Family Trust

Appellant
(Respondent)

And

Hang Li also know as Elsie Li and 1384604 B.C. Ltd.

Respondents
(Respondents)

And

Alna Packaging Co. Ltd.

Respondent
(Petitioner)

Before: The Honourable Mr. Justice Groberman
The Honourable Justice Riley
The Honourable Justice MacNaughton

On appeal from: An order of the Supreme Court of British Columbia, dated March 7, 2025 (*Alna Packaging Co. Ltd. v. Frost*, 2025 BCSC 387, Vancouver Docket S241874).

Counsel for the Appellant:	P.A. Hildebrand
Counsel for the Respondents, Hang Li also know as Elsie Li and 1384604 B.C. Ltd.:	A.M. Beddoes A.I.M. Dhawan
No on appearing for the Respondent, Alna Packaging Co. Ltd.	
Place and Date of Hearing:	Vancouver, British Columbia October 17, 2025
Place and Date of Judgment:	Vancouver, British Columbia February 20, 2026

Written Reasons by:
The Honourable Justice MacNaughton

Concurred in by:
The Honourable Mr. Justice Groberman
The Honourable Justice Riley

Summary:

The appellant and the respondent incorporated ALNA Packaging Co. Ltd. ("ALNA") in 2018 and were ALNA's only two directors. The appellant controls 55% of ALNA's issued and outstanding Class A shares, and the respondent controls the remaining 45%. ALNA filed a petition seeking directions after the appellant forced a shareholders' meeting, and, in the respondent's absence, effected governance changes. At the meeting, 5% of the appellant's shares were represented by proxy. The chambers judge concluded, based on her construction of ALNA's articles of incorporation ("Articles"), that more than one shareholder was required to be represented at a shareholders' meeting and there was no quorum. Without quorum, the votes passed were invalid, as were the resolutions passed at the directors' meeting later the same day. The chambers judge also declined to order a shareholders' meeting pursuant to s. 186 of the British Columbia Business Corporation's Act, S.B.C. 2002, c. 57 ("BCBCA"). The appellant alleges that the chambers judge erred in not relying on s. 28(3) of the Interpretation Act, R.S.B.C. 1996, c. 238 to interpret the Articles, and in not ordering a shareholders' meeting.

Held: Appeal allowed in part. The chambers judge did not err in her interpretation of the Articles. However, the chambers judge erred in declining to order a shareholders' meeting under s. 186 of the BCBCA and specifically in concluding that: (1) there would be no difference between ordering a meeting and validating the resolutions which she declined to do; and (2) there was no other proposal for the calling, holding, or conduct of a shareholders' meeting. The chambers judge overlooked Articles 11.7 and 11.8 of the Articles, which allowed ALNA to achieve quorum where only one shareholder need be present.

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Reasons for Judgment of the Honourable Justice MacNaughton:

Introduction

[1] The appellant, Darryll Frost, and the respondent, Elsie (Hang) Li, incorporated ALNA Packaging Co. Ltd. ("ALNA") in 2018. ALNA distributes aluminum can bodies and ends, primarily manufactured in China, to North American buyers.

[2] Through the Frost Family Trust, Mr. Frost controls 55% of ALNA's 100 issued and outstanding Class A shares. Through the respondent 1384604 B.C. Ltd., Ms. Li controls the remaining 45%. On incorporation, Mr. Frost and Ms. Li were ALNA's only directors.

[3] As ALNA's two shareholders, Mr. Frost and Ms. Li are involved in litigation regarding their interests in ALNA and with respect to ALNA's governance and operations. They have brought competing oppression claims in respect of ALNA. Mr. Frost has also sued Ms. Li, and various corporations she or her parents control, alleging she has improperly diverted significant ALNA funds and was responsible for understating ALNA's income, resulting in significant tax liability. Ms. Li has also sued Mr. Frost alleging that he improperly diverted ALNA's funds to a corporation controlled by him, and in which ALNA is a significant shareholder.

[4] On March 20, 2024, ALNA filed a petition seeking directions after Mr. Frost forced a shareholders' meeting conducted on March 5, 2024 (the "March 5 SHM"), and, in Ms. Li's absence, effected governance changes. The issues before the chambers judge on the petition were: a) whether ALNA's Articles of Incorporation (the "Articles") permitted Mr. Frost to do so; and b) if not, whether the chambers judge should exercise her discretion to grant other relief to address ALNA's ongoing governance issues, in the face of the outstanding oppression proceedings.

[5] The chambers judge concluded that, based on her construction of ALNA's Articles, more than one shareholder was required to be represented at a shareholders' meeting and that as a result, there was no quorum at the March 5 SHM. As there was no quorum, the votes increasing ALNA's board of

directors from two to three, and appointing Murray Lott, ALNA's corporate solicitor, as the third director, were invalid. Further, she held that the resolutions passed at the directors' meeting later the same day (the "March 5 DM"), at which Mr. Lott voted as a newly-elected director, were invalid.

[6] The chambers judge declined to exercise her discretion to correct, or validate, the consequence of a corporate mistake under s. 229 of the *Business Corporations Act,* S.B.C. 2002, c. 57 [*BCBCA*], or to order a meeting of the shareholders under s. 186(1) and (2) of the *BCBCA.* Her decision declining to exercise her discretion under s. 229 of the *BCBCA* is not appealed.

[7] As a result of the chambers judge's conclusion that the resolutions passed at the March 5 DM were invalid, she found she did not need to resolve Ms. Li's application to disqualify counsel or consider ordering document production. The chambers judge also did not need to address Ms. Li's argument that the petition proceedings were commenced without authorization and her application to disqualify counsel. Although these latter matters formed a ground of appeal, at the hearing, appellant's counsel indicated that he would not be pursuing that relief.

[8] For the following reasons, I would allow the appeal in part.

Facts

The March 5 SHM

[9] There is no real dispute about the facts that gave rise to the petition.

[10] In January 2024, Mr. Frost issued a requisition for a meeting of ALNA's shareholders. He issued a subsequent notice that the shareholder's meeting would be held on March 5, 2024, for the stated purposes of: (1) increasing the number of ALNA's directors from two to three; and (2) electing Mr. Lott as the third director.

[11] The March 5 SHM was attended by Mr. Frost, Mr. Frost's wife (who held a proxy for five of Mr. Frost's shares), and Mr. Lott. Ms. Li did not attend the meeting and was not represented by proxy.

[12] Mr. Lott chaired the meeting. He determined that the notice had been validly given and a quorum was present. All of Mr. Frost's ALNA shares, the 55% majority, were voted in favour of increasing the size of the board of directors and electing Mr. Lott as ALNA's third director.

The March 5 DM

[13] Mr. Frost also delivered a notice of directors' meeting to immediately follow the March 5 SHM. As reflected in the agenda, the stated purpose of the directors' meeting was to elect Mr. Frost as ALNA's president, consider and take steps in respect of ALNA's tax liability, and consider how to address the "multiple serious challenges" faced by ALNA including "the apparent loss of many of its assets".

[14] Ms. Li did not attend the directors' meeting. Together Mr. Frost and the newly-appointed director, Mr. Lott, passed a number of resolutions including: (a) electing Mr. Frost as ALNA's president and chief executive officer; (b) revoking Ms. Li's ability to engage in ALNA's operating activities; (c) requiring Mr. Frost's approval, together with Ms. Li or ALNA's controller, for all banking transactions; and (d) appointing a special committee, comprised solely of Mr. Lott, to address issues with ALNA's tax filings and the commencement of proceedings against Ms. Li with respect to the "improper diversion of corporate funds and corporate opportunity".

[15] I will refer to the March 5 SHM and the March 5 DM, together, as the "March 5 meetings".

Events after the March 5 meetings

[16] On March 6, 2024, Ms. Li commenced an oppression action (the "Oppression Action") against Mr. Frost and ALNA, alleging that Mr. Frost has caused ALNA's affairs to be conducted in a manner that is oppressive or unfairly prejudicial to her and in violation of her reasonable expectations as a shareholder.

[17] Citing Mr. Frost's and Ms. Li's "on-going shareholder dispute", on March 6, 2024, ALNA's bank froze its corporate accounts and advised that it would only permit ALNA to pay operating expenses with the agreement of both shareholders.

[18] By an April 19, 2024 consent order, the parties agreed to appoint a monitor (the "Monitor") who can decline to approve ALNA's payment and disbursements that are, in the Monitor's view, not in accordance with the ordinary operation of ALNA's business or are otherwise improper.

Decision Below

[19] After summarizing the issues and the parties' positions on the validity of the March 5 SHM, the chambers judge set out the issues before her for determination:

a) Was the vote at the March 5 SHM validly held;

b) If not, should the court nonetheless validate the resolutions passed at the March 5 SHM;

c) If not, should the court order a meeting of the shareholders and, if so, on what terms; and

d) Should the relief sought by Ms. Li be determined?

[20] In reasons indexed as *Alna Packaging Co. Ltd. v. Frost*, 2025 BCSC 387 [*RFJ*], the chambers judge held that a quorum was not present at the March 5 SHM, and so the resolutions expanding the board and appointing Mr. Lott as a director were invalid. As a result, the resolutions passed at the March 5 DM were also invalid.

[21] Article 11.3 of the Articles says that quorum is established by "two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting". The threshold issue before the chambers judge was whether the "two persons" referred to in Article 11.3 could consist of a shareholder (Mr. Frost) and a proxyholder (Ms. Frost as to 5% of Mr. Frost's shares) representing the same shareholder, thereby establishing quorum. ALNA argued that one shareholder would be sufficient to

establish a quorum so long as the one shareholder is represented by “two persons” and holds at least 5% of the issued shares entitled to be voted at the meeting.

[22] The chambers judge concluded that the use of the plural word, “shareholders” in Article 11.3 implies that more than one shareholder had to be represented to establish quorum. She held that s. 28(3) of the *Interpretation Act*, R.S.B.C. 1996, c. 238, which says “in an enactment words in the singular include the plural, and words in the plural include the singular” did not change this conclusion, nor did Articles 12.7, 12.9 and 11.5 (which allow for the appointment of proxies and address voting and quorum in certain circumstances).

[23] Second, the chambers judge found that the resolutions should not be corrected or validated under s. 229 of the *BCBCA*. Section 229 of the *BCBCA* permits the court to correct the legal consequences of a corporate mistake.

[24] The chambers judge held that in considering a s. 229 application, a court must consider the effect of an order validating the March 5 SHM on other interested parties. The chambers judge reasoned that because of the significant overlap between the allegations in this petition, and Ms. Li’s Oppression Action, which is centered on the March 5 SHM, it would be inappropriate to remedy the lack of quorum requirements by validating the resolutions, because Ms. Li’s oppression claims had not been tested with the fulness of evidence. The chambers judge supported this finding with the *Law and Equity Act*, R.S.B.C. 1996, c. 253 provision regarding the avoidance of a multiplicity of proceedings, and the doctrine of abuse of process.

[25] Finally, the chambers judge declined to order a meeting of shareholders under s. 186(1) and (2) of the *BCBCA*. ALNA sought an order that the quorum for a shareholder meeting be one person instead of two to resolve the impasse of ALNA’s shareholders. The chambers judge held that this was impracticable, and that there would be no difference in the effect of granting this order and validating the March 5 SHM resolutions, which she declined to do.

Issues on Appeal

[26] Mr. Frost says that the chambers judge erred by:

a) Holding that no quorum was present for the March 5 SHM; and

b) Declining to order a meeting of shareholders pursuant to s. 186 of the *BCBCA.*

Did the Chambers Judge Err in Holding that No Quorum was Present at the March 5 SHM?

Standard of Review

[27] Mr. Frost submits that the interpretation of the Articles should be dealt with as a "standard form contract", invoking a correctness review on appeal.

[28] The applicable standard of review for the interpretation of a corporation's articles or bylaws varies across provincial jurisdictions. In *Mann v. Mann*, 2023 SKCA 99, the Saskatchewan Court of Appeal canvassed this issue, noting that the Alberta Court of Appeal ("ABCA") has tended to recognize a deferential standard (citing *Sandhu v. Siri Guru Nanak Sikh Gurdwara of Alberta*, 2015 ABCA 101 at para. 59; *Shaw v. Belcourt*, 2011 ABCA 184 at para. 18), though not for a condominium corporation's by-laws, where correctness is the standard (citing *Maverick Equities Inc. v. Owners: Condominium Plan 942 2336*, 2008 ABCA 221 at para. 10). In *Shaw,* which involved a question of fact related to a non-profit organization, the ABCA stated that a deferential standard was appropriate because "there appears to be no dispute about the interpretation of the articles and bylaws": at para. 18.

[29] Since *Mann*, the Alberta Court of Appeal has determined that "[t]he interpretation of a [condominium] bylaw is a question of law and the standard of review is correctness": *Dunn. v. Condominium Corporation No. 042 0105*, 2024 ABCA 38 at para. 15. The Ontario Court of Appeal reached a similar conclusion with respect to condominium by-laws in *Cheung v. York Region Condominium,* 2017 ONCA 633, holding that they are akin to legislation: at para. 106. In *Ontario*

Securities Commission v. Bridging Finance Inc., 2023 ONCA 769, the same court held that a correctness standard applied to the interpretations of articles of incorporation.

[30] The respondents cite *Enliven Holdings Inc. v. Wong*, 2021 BCCA 80 [*Enliven*] in support of a submission that the standard of review should be one of deference. The issue in *Enliven* was whether a unanimous shareholder agreement ("USA") barred certain advance payments because it superseded the indemnity provisions in the corporation's by-laws. Relying on the standard of review for contractual interpretation set out in *Sattva Capital Corp v. Creston Moly Corp*, 2014 SCC 53 [*Sattva*], this Court concluded that the standard of review was one of palpable and overriding error, absent error in principle or law, because:

a) "[T]he result of construing the documents in question to determine whether the appellants are entitled to an advance is unlikely to have an impact beyond the parties to this dispute": at para. 79. The Court reiterated that the purpose of distinguishing between questions of law and those of mixed law and fact is "to limit the intervention of appellate courts to cases where the results can be expected to have an impact beyond the parties to the particular dispute": at para. 78, citing *Ledcor Construction Ltd v. Northbridge Indemnity Insurance Co*, 2016 SCC 37.

b) "[N]either indemnity provision is ambiguous or difficult to construe in and of itself…": at para. 80.

c) Instead, "the problem…is determining the intention of the parties as to whether one displaces the other. This is an inherently fact-driven process, to be determined on the basis of not only the words used in the documents, in their plain and ordinary meaning, but also the surrounding circumstances" (i.e., the circumstances in which the USA was formed): at para. 80. This is a question of fact per *Sattva*: at para. 81.

[31] The Court adopted a deferential stance in reviewing the trial judge's interpretation of the USA, noting that "[the judge] considered it as a factor to take into account as part of the surrounding circumstances from which the parties' intentions were to be discerned, as he was entitled to do": at para. 105.

[32] In this case, none of the three listed factors for adopting a deferential standard of review are present.

[33] First, the interpretation of ALNA's quorum requirements may have an impact on the quorum requirements of other corporations. The wording of Article 11.3 is not unique. In fact, ALNA's Articles mirror, for the most part, the wording in the standard form articles of incorporation set out in Table 1 to the BC *Business Corporations Regulation* B.C. Reg. 65/2004. In that respect, like contracts of adhesion, a consistent interpretation is appropriate. This suggests that the standard of review should be correctness.

[34] Second, in this case, there is no suggestion that a factual matrix should be considered in interpreting Article 11.3.

[35] Third and relatedly, the very wording of Article 11.3 is itself the root of the ambiguity, which was not the case in *Enliven*.

[36] I also note that a corporation's articles are *more* akin to legislation than are its by-laws, which were at play in *Enliven*. The requirement for articles is mandated by s. 12 of the *BCBCA.* Articles are created by the corporation's incorporators at the time of incorporation and govern the expectations of the shareholders as to how corporate decision making will occur.

[37] Given these differences, I would conclude that in this case, where the alleged error is focused squarely on the interpretation of the Articles, the standard of review is correctness.

[38] Furthering this point is the Supreme Court of Canada's holding that articles of incorporation are "constitutional" in nature: *Duha Printers (Western) Ltd. v. Canada,* [1998] 1 S.C.R. 795.

[39] I would therefore conclude that the standard of review applicable to the interpretation of a corporation's articles, absent any factual issues, is correctness.

Analysis

[40] Mr. Frost contends that the chambers judge erred in her application of the *Interpretation Act*. He argues that s. 28(3) ought to have been applied and that,

to this extent, the chambers judge erred in her interpretation of *Yinghe Investment (Canada) Ltd. v. CCM Investment Group Ltd.*, Vancouver, S234638 BCSC (unreported) [*Yinghe* SC], upheld 2024 BCCA 285 [*Yinghe* CA], and its application to this case. *Yinghe SC* involved the application of s. 28(3) to the interpretation of a corporation's articles.

[41] I agree with the chambers judge's conclusion that a minimum of two shareholders had to be represented at a meeting in order to meet the quorum requirement.

[42] The chambers judge rejected, as not compelling, ALNA's arguments that s. 28(3) of the *Interpretation Act* meant that "shareholders" in Article 11.3 (plural) must be read to include "shareholder" (singular).

[43] The chambers judge determined nothing in the context of interpretation of the Articles required resort to or application of the *Interpretation Act* and that even if it did, the argument had already been considered by this Court in *Yinghe* SC, (affirmed, without comment on this issue) 2024 BCCA 285. There, the articles allowed the "directors" to call a shareholders' meeting. A director challenged the validity of an annual general meeting called by only one director. This Court summarized the chambers judge's consideration of the argument:

> [11] …The petitioners argued that the plural "directors" in Art. 7.3 must be given effect, and that it had not been complied with when Mr. Lu, acting alone, had purported to call the general meeting. In response, CCM argued that the plural "directors" should be read to include the singular… based on s. 28(3) of the *Interpretation Act*, R.S.B.C. 1996, c. 238, which provides that "words in the singular include the plural, and words in the plural include the singular." (The *Interpretation Act* applies to the interpretation of CCM's Articles by operation of Art. 1.3.)
>
> [12] The chambers judge rejected CCM's argument and found that Art. 7.3 had not been complied with. In his analysis:
>
> > … I find that s. 28(3) of the *Interpretation Act* would have application in a context where there was only one director of the board: see s. 11.11 of the articles. In such a circumstance where there is only one director, then s. 7.3 could be read and would be read as permitting the one director to call a meeting of the shareholders. But in my view a proper interpretation of s. 7.3, having regard to the *Interpretation Act*, is that where there is more than one director,

> to call a meeting of shareholders, there must be a meeting of the directors, plural, where such a decision is made…
>
> [Emphasis in original.]

[44] Article 1.2 of ALNA's articles specifies the applicability of the *Interpretation Act*:

> The …definitions and rules of construction in the *Interpretation Act*, with necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. …

[45] This provision might be said to create ambiguity in the Articles. If "shareholders" includes "a shareholder", it is at least arguable that the appellant's interpretation of Article 11.3 is a viable one.

[46] However, the *Interpretation Act* is only one component of the analysis. The context and purpose of a provision will be paramount in interpreting it. In this case, that context and purpose supports the chambers judge's interpretation of Article 11.3.

[47] Article 11.3 is not designed merely to prevent participants from being alone at the meeting. The provision's evident purpose is to ensure that, where there are multiple shareholders, at least two perspectives will be represented at the meeting. That purpose is not met if only a single shareholder attends, even where that shareholder sends two agents to represent its position.

[48] Recognizing that Article 11.3 may be a blunt instrument for ensuring that multiple perspectives are represented at a shareholder meeting—two shareholders will not necessarily have appreciably different perspectives on company business or direction—the section does provide at least some assurance that more than a single shareholder will be represented when business is conducted.

[49] While s. 28(3) of the *Interpretation Act* must be considered in interpreting the Articles, it should not be allowed to overwhelm the evident purpose of their provisions. Here, unless the corporation has only a single shareholder, the Articles require a quorum of two.

[50] The chambers judge also rejected ALNA's argument that the quorum requirements were informed by Articles 12,7. 12.9 and 11.5, which address voting and quorum in specific circumstances. She concluded, after reviewing the Articles, that none assisted ALNA's position. I see no error in her conclusions in that regard.

[51] I would not accede to this ground of appeal.

Whether the Chambers Judge Erred in Declining to Order a Shareholders' Meeting under s. 186

Standard of Review

[52] Section 186 of the *BCBCA* allows a court to order a shareholders' meeting. The wording of the statute is clear that the making of such an order is discretionary. (See also *Harrington Global Opportunities Fund Ltd. v. Eco Oro Minerals Corp.,* 2017 BCCA 224 at para. 36, where this Court reviewed a judge's order under s. 186 under the heading of "Exercise of Discretion".)

[53] Accordingly, the standard is one of deference, and a judge's decision will only be overturned on the basis of a palpable and overriding error: *1103969 B.C. Ltd. v. 1069185 B.C. Ltd.,* 2019 BCCA 73 at para. 23.

Analysis

[54] Mr. Frost contends that the chambers judge erred in concluding that there was "no other proposal for the calling, holding, or conduct of a shareholders' meeting", and that it was "impracticable" for the company to call a meeting. He contends that she could have ordered a meeting in accordance with 11.7 and 11.8 of the Articles. Mr. Frost points out that if the chambers judge had made this order, a quorum would have been achieved regardless of whether Ms. Li attended.

[55] The respondents argue that Mr. Frost has misstated the record. They submit that the chambers judge concluded that it was impracticable to call a meeting primarily due to the fact that Ms. Li has filed an oppression action.

[56] To summarize, the chambers judge relied on the following considerations in declining to order a shareholders' meeting under s. 186 (*RFJ* at paras. 84–86):

a) Though it is "impracticable" for ALNA to hold a shareholders' meeting, ordering a shareholders' meeting which requires only one shareholder to be present at quorum is no different than validating the resolutions from the March 5 SHM which she declined to do; and

b) There is no other proposal for the calling, holding, or conduct of a shareholders' meeting.

[57] Respectfully, the chambers judge committed related palpable and overriding errors in concluding that: (1) there would be no difference between ordering a meeting and validating the resolutions; and (2) there was no other proposal for the calling, holding, or conduct of a shareholders' meeting.

[58] Under s. 186, a judge may order a shareholder's meeting if it is impracticable for the company to call or conduct a meeting (s. 186(2)(a)), if the company fails to hold a meeting in a manner required by statute or its articles (b), or for any other reason (c). The chambers judge accepted that condition (a) was met—it was impracticable for ALNA to conduct a meeting: para. 84.

[59] In reaching the conclusion that it would be inappropriate to call a meeting because there would be no difference between ordering a meeting and validating the March 5 SHM, the chambers judge overlooked Articles 11.7 and 11.8. Article 11.7 provides that, for any meeting other than a requisitioned meeting, if a quorum is not present within half an hour, the meeting stands adjourned to the same time and place, one week later. Article 11.8 provides that at the adjourned meeting, those present and being, or represented by proxy, one or more shareholders, constitute a quorum.

[60] These Articles demonstrate that there would indeed be a difference between ordering a meeting and validating the resolutions passed at the March 5 SHM: if a meeting were ordered under s. 186, then pursuant to Articles 11.7 and 11.8, Ms. Li

would have the opportunity to attend, and, if she chose not to attend, it would give ALNA an opportunity to achieve quorum validly under the Articles.

[61] Relatedly, the transcript of the proceeding below demonstrates that counsel for Mr. Frost brought this possibility to the chambers judge's attention—i.e., he suggested a calling, holding, or conduct of a shareholders' meeting. After reading Articles 11.7 and 11.8, he said:

> So the point—the points that are important here are at a requisitioned—Requisitioned meetings are different. If you don't have a quorum on a requisitioned meeting, it's over. But in any other meeting, there really isn't a quorum problem, because you have to wait a week, but if you wait a week, whoever shows up is a quorum.

[62] To the extent that the chambers judge declined to order a shareholder's meeting as a result of Ms. Li's ongoing Oppression Action, the existence of the Oppression Action is irrelevant if the meeting is called in a way that is consistent with ALNA's Articles.

[63] The chambers judge's errors in these respects were palpable and overriding in the sense that they went to the core of her conclusion declining to order a shareholder's meeting under s. 186 of the *BCBCA.*

[64] I would therefore accede to this ground of appeal.

Disposition

[65] For the forgoing reasons, I would allow the appeal in part. I would order an ALNA shareholder meeting under s. 186 of the *BCBCA*. Without a shareholder meeting, ALNA is at an impasse and cannot address corporate governance issues. An order under s. 186 would allow ALNA to achieve quorum, thereby resolving the impasse.

"The Honourable Justice MacNaughton"

I AGREE:

"The Honourable Mr. Justice Groberman"

I AGREE:

"The Honourable Justice Riley"