

[7] Avant says that the corporation was not an “affiliate” within the meaning of the contract because “affiliate” as defined in the *Business Corporations Act* means that Avant must hold at least 51 % of the shares, and it only held 50 %.

[8] Desjardins says that part of its case involves a breach of a duty of good faith performance. It says that Avant did an end run around their contract by purchasing the shares in this manner.

[9] Although case conference judges are empowered pursuant to r. 50.13 to make procedural orders or grant interlocutory relief, it is not possible for me to decide the motion that the defendant seeks to bring at a case conference. It is a complicated matter which involves not only the contract at issue, but surrounding circumstances which are typically part of the interpretive exercise as per *Sattva*. I do not have any of those surrounding circumstances before me.

[10] As well, there are legal issues such as whether the definition of “affiliate” as used in the contract at issue is the same as the definition in the *Business Corporations Act*. It may be, but I have no law before me on this issue.

[11] It was my view that proceeding with a motion to strike would not be the most efficient manner of resolving this case.

[12] Instead, I proposed to the parties, and they agreed, that they would have a two-day summary trial during the week of January 13, 2025.

[13] This is the most efficient and least costly manner of proceeding.

[14] The parties have assured me that they will be able to agree to a timetable for the exchange of their materials.

[15] The parties shall schedule a pretrial at least three months before the trial date.

[16] As well, if the plaintiff intends to amend the pleading to plead any causes of action other than breach of contract, it shall advise the defendant by January 1, 2024.

Papageorgiou

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