IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Wu v. Li,*
2025 BCSC 1136

Date: 20250204
Docket: S225079
Registry: Vancouver

Between:

Dan Ni Wu

Plaintiff

And:

Yong Long Li also known as Jack Li

Defendant

Before: The Honourable Madam Justice Sharma

Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:	R. Lo
Counsel for the Defendant:	J.C. Fiddes
Place and Date of Hearing:	Vancouver, B.C. February 3, 2025
Place and Date of Judgment:	Vancouver, B.C. February 4, 2025

This is the written version of judgment delivered orally on February 4, 2025. I have edited it to correct or improve grammar and style, but nothing about the analysis or conclusions has changed.

[1] **THE COURT:** This is an application for summary judgment pursuant to Rule 9-7 of the *Supreme Court Civil Rules*. This action relates to damages for alleged breach of contract. Specifically, the plaintiff seeks to recover damages for

what she claims was the defendant's failure to abide by a personal guarantee that he signed to fully repay money that she invested.

[2] The defendant submits this matter is not suitable for summary judgment for two reasons. First, his position is there are inconsistencies and/or vagueness in the facts on the record. Second, he submits the facts, especially the issues regarding sums of money, are too intertwined with other litigation between the parties to favour summary judgment.

I. FACTS

[3] Few of the material facts are disputed. Except where noted, the following facts arise from: the plaintiff's notice to admit; the pleadings, including paragraphs of the notice of civil claim to which the defendant has agreed to in his response; a chronology submitted by counsel for the plaintiff with which, for the most part, the defendant did not take issue; and, facts I found on the affidavit record were agreed or not contested.

[4] The parties became acquainted in about 2013 when they started working together at an import/export business. Starting in 2016, they had some dealings in which the plaintiff lent money to the defendant. He personally guaranteed repayment of those moneys plus a 10 percent annual interest and offered as collateral his property, shares, and income from various assets. The plaintiff claims by about November 2017, she had lent him about $800,000.

[5] Around that time, the plaintiff became aware of an investment opportunity in businesses and property located in White Rock. The parties' evidence as to how she became aware differs, but I am satisfied that disagreement is immaterial to any legal issue and is merely part of the narrative background upon which nothing turns.

[6] The investment opportunity was in Emme Distribution Incorporated ("Emme"). Emme wholly owned three other companies: Two of those owned and operated a restaurant and a motel, and the third owned property on which both of those businesses were situated.

A. The Parties' Agreements

[7] I will review chronologically a number of agreements that the parties entered into in between January 2018 and about March 2020. Those agreements generally involved the investment in Emme as detailed below. In addition, the plaintiff says there was a letter of indemnity signed by the defendant on January 11, 2018, which was incorporated as an essential element of the overall investment in the parties' agreements.

1. Letter of Indemnity or Guarantee Dated January 11, 2018

[8] The defendant pledged that if any issue arose regarding the principal amount loaned or the fixed annual income the plaintiff was to invest in Emme, he would personally be responsible for repayment to the plaintiff. It also specifically listed five items that were offered as security, including his 40% share in Emme.

2. Investment Agreement Dated January 12, 2018

[9] This is signed by the defendant on behalf of Emme and is between him and the plaintiff. The agreement itself lists the defendant as a guarantor.

[10] Key features of this agreement include that the plaintiff would purchase 25 percent of Emme's shares for $855,000, which was the principal amount, and that the defendant would pay her a fixed income of $2,500 per month beginning in April 2018, which was referred to as the “fixed annual income”.

[11] It also stipulated that if Emme's annual net profit from the motel and restaurant exceeded the fixed annual income, the excess would be paid out to the plaintiff as dividends, according to her shareholding ratio in Emme. If the company's business or property incurred losses, the defendant would be solely responsible for all of those losses and legal liabilities, and he would use his 40% shares in Emme under his name as security.

[12] In addition, the defendant committed to unconditionally repurchase the plaintiff's shares at a return of not less than 8% annual interest on the plaintiff's invested amount, and that the defendant would pay the plaintiff the full repurchase price and the fixed annual income owing in a one-off payment within three months of the plaintiff giving notice to be repaid.

[13] The plaintiff's position is that reading that guarantee and the investment agreement together, certain things are made clear. One is that her fixed annual income return would be paid in cash at $2,500 a month starting in April 2018. She also submits it was clear that:

a) if the net profit of the motel and restaurant exceeded that fixed income return, she would receive dividends for that; and,

b) within three months if she gave notice, she was promised the unconditional repurchase of her shares at a return less than eight percent of annual interest.

3. Equity Transfer Agreement between a Third Party (Mr. Su), the Plaintiff, and the Defendant (as Guarantor)

[14] This related to the transfer of shares from Mr. Su to whom the defendant apparently also owed money. The key features of this agreement included that Mr. Su would transfer his 25% share in Emme to the plaintiff for the $855,000 to be paid in two installments. The plaintiff would make the first payment of $584,180, which was due on signing. The second payment for the balance of $270,820 would be paid to Mr. Su by the plaintiff upon completion of the transfer of the shares, but if that transfer was not completed by April 30, the plaintiff could elect to own the 25% shares by asking the default party, that is the defendant, to make the second payment. The plaintiff would become the shareholder in Emme and share the profit and loss as described in the articles.

[15] The plaintiff says that the transfer did not occur by April 30, and therefore she elected the option and asked the defendant to make the second payment to Mr. Su and complete the transfer. The plaintiff's position is that she was still not the registered owner of shares by February 19. Therefore, the parties entered into yet another agreement described next.

4. February 2019 Agreement

[16] This agreement was between the defendant, on his own behalf as well as on behalf of Emme, and the plaintiff.

[17] The key features of this agreement included that the plaintiff would purchase an additional 20 percent of shares in Emme from the defendant for

$640,820. That amount would offset a $200,000 loan that the defendant owed to the plaintiff, as well as the second payment for the original 25% shares. She would pay those to Mr. Su on behalf of the defendant, pay various other debts and obligations amounting to approximately $120,000, and pay $50,000 to the defendant's bank account.

[18] There is no dispute that by February 12, 2019, the principal amount owed to the plaintiff by the defendant was $1,495,820.

[19] By the fall of 2019, the parties' business relationship deteriorated. The parties then agreed to sell the assets in Emme in order to end their business relationship. A contract for purchase and sale of those assets was completed on September 17, 2019, with a completion date then set for February 27, 2020. Sale of the assets completed with a final list price of $7,724,587.40.

[20] However, the companies had significant overdue tax payments, which could have the effect of preventing the deal from closing. For that reason, the parties decided to enter into another agreement to address that particular issue.

5. Expense Payment Agreement Dated December 9, 2019

[21] This agreement was between the defendant and the plaintiff, as well as Emme and its three subsidiary companies that owned the businesses and the land.

[22] The key features of this included that the defendant was responsible for all outstanding taxes for the 2017/2018 year to the City of Surrey, as well as outstanding taxes to the Canada Revenue Agency for GST for the years 2016 to 2019. He was also responsible for all fees, interests, penalty, and other financial items. The parties agreed to hold back $500,000 of the sale proceeds until they agreed as to the distribution whether by agreement or court order for how those funds are to be paid out.

[23] In addition, the defendant agreed to indemnify the plaintiff against all liabilities, claims, demands, causes of action, losses, costs, and expenses, including legal fees on a solicitor-and-own client basis arising directly or indirectly from any breach by the defendant of that agreement.

[24] It turned out the defendant was unable to make the payments required. The parties, therefore, entered into yet another agreement in order to preserve the sale contract for the sale of assets.

6. Loan and Security Agreement Dated January 8, 2020

[25] Among its relevant features were that the plaintiff would loan an amount just over $250,000 to the defendant, paid into a trust account with a law firm. The defendant would repay the plaintiff just over $275,000 if the closing was extended to March 12, 2020. The defendant also directed the law firm to which the trust funds were paid that once the money was received, to immediately pay certain debts to the City of Surrey with regard to some private mortgage loans, and the Canada Revenue Agency debt.

B. Subsequent Events

[26] The sale of the assets completed in early March 2020 for the listed sale price. The proceeds went into a solicitor's trust account. The plaintiff then emailed the solicitor, copying the defendant, and asked to receive her 45% shares payout based on the investment agreement and the expense agreement. This was repeated in an email dated March 11, 2020, according to the plaintiff, which she says constitutes notice to the defendant to buy the shares pursuant to the agreement.

[27] I note that this sequence of events is commented on, in part, in the judgment of Justice Brongers, which I find to be consistent with the plaintiff's position because as I discuss later, the defendant suggests that formal notice was not given.

[28] In any event, the plaintiff’s position was that she is entitled to 45 percent of the sale proceeds after deducting expenses and the $500,000 holdback. Her position at that time was that would result in payment to her of $1,614,025.63. No funds were received between March and June 2020.

[29] In August 2020, the defendant notified the plaintiff that she was going to be removed as director of Emme as of September 25, 2020. She then filed a petition for oppression against Emme on September 17, 2020. In the meantime, as I have already stated, the sale proceeds went into trust by consent.

[30] In March 2021, the defendant was added in his personal capacity as a respondent to the petition, but no relief was sought against him in that capacity.

C. Justice Brongers' Decision

[31] A hearing took place before Justice Brongers from January 18 to 21, 2022, and he issued reasons on April 22, 2022, reported at *Wu v. Emme Distributor Inc.*, 2022 BCSC 635. Certain portions are particularly relevant to the issues before me as reproduced below.

> [34] Following the closing, Ms. Wu and Mr. Li exchanged emails to discuss how the Funds Held in Trust should be distributed between the two of them.
>
> [35] On March 11, 2020, Ms. Wu proposed a calculation formula for the distribution whereby she would receive 45% of the sale proceeds after the following deductions were made: (1) mortgage principal ($3,250,000); (2) realtor commissions; (3) inspection fee ($6,900); (4) sales lawyer fee; and (5) holdback ($500,000). This proposal was set out in an email from Ms. Wu to Ms. Li, a document that was copied to their legal counsel.
>
> [36] On March 12, 2020, Mr. Li indicated his apparent agreement with Ms. Wu's proposed formula by email in which he copied and pasted the text of the calculation formula that Ms. Wu had set out in her March 11, 2020 email. The full content of Mr. Li's email is as follows (I have italicized the portion that was copied from Ms. Wu's earlier email):
>
> > OK, I will agree to what you said in the earlier e mail,
> >
> > So the calculation of distribution for my portion should be 45% x (sales proceeds – mortgage principal $3.25M – Realtor Commissions - $6900 inspection fee – sales lawyer fee – holdback $500K)
> >
> > To get the funds to be released and distributed first. I don't need money urgently, but no point in not moving forward and having the money sitting there.
> >
> > Regards, Jack.
>
> [37] Ms. Wu then asked Giorgio Verdicchio, a lawyer with the law firm that was at that time responsible for the Funds Held in Trust, to draft a formal document to finalize a distribution agreement. Mr. Veridicchio prepared a partial draft release for discussion purposes which was circulated to Ms. Wu and Mr. Li on March 16, 2020, albeit one that did not include a calculation formula. However, this document was never completed or signed. Mr. Li now takes the position that no legally binding agreement on how precisely the sale proceeds ought to be distributed was reached in March 2020.
>
> [38] Throughout the spring and summer of 2020, the Funds Held in Trust remained essentially in place with Mr. Verdicchio's law firm. Furthermore, the Companies have not operated any active businesses since the time of the Surrey Assets sale. The only post-sale activity in which the Companies have engaged is the payment of certain expenses. These have included

obligations stemming from certain pre-sale activities, as well as accounting and legal fees.

…

[64] With respect to the first, it is correct to say that the oppression remedy is not intended to be a substitute for a breach of contract action: *Beck v. 0973415 B.C. Ltd.*, 2021 BCSC 2323 at para. 29. At the same time, the mere fact that the alleged oppression is based on a purported failure to uphold promises made to a shareholder which arguably are also contractual in nature does not necessarily preclude the shareholder from seeking relief pursuant to the oppression remedy. To hold otherwise would be inconsistent with the Supreme Court of Canada's pronouncement that agreements can form the basis for understanding a shareholder's reasonable expectations in corporate oppression proceedings: *BCE* at paras. 72 and 79. In my view, Ms. Wu's claim relates to an alleged pattern of oppressive conduct that goes beyond a simple allegation of breach of contract, and is one that can therefore be brought pursuant to s. 227 of the BCBCA: *CSA Building* at paras. 53 and 54.

…

[84] Having reviewed the evidence tendered, I am satisfied that Ms. Wu reasonably expected that the Surrey Assets sale was intended to represent a de facto winding up of the Companies' business operations involving the Surrey Assets further to Ms. Wu and Mr. Li's mutual decision to put an end to their relationship, following which the net value of these assets would be equitably divided in accordance with their respective shareholdings in Emme. I do not accept the Companies' suggestion that this expectation was unreasonable simply because Ms. Wu and Mr. Li were the beneficial owners of this property through the Companies' corporate structure.

[85] That said, I agree with the Companies that Ms. Wu and Mr. Li did not reach a binding agreement to distribute the sale proceeds in accordance with the specific calculation formula proposed by Ms. Wu on March 11, 2020, notwithstanding the fact that Mr. Li copied and pasted this formula into his reply email of March 12, 2020. Unlike all of the other agreements properly relied upon by Ms. Wu to found her reasonable expectations as a shareholder, this "agreement" was never reduced to a formal signed document. Instead, I find that this exchange reflects an agreement in principle between Mr. Li and Ms. Wu to work towards finalizing a distribution of the sale proceeds on the basis that Ms. Wu would receive 45% of the proceeds after certain deductions are made, while ensuring that the $500,000 holdback is maintained. The specific determination of the sale proceeds and the deductions were to be the subject of further discussions and refinement, discussions which never crystalized into a formal binding agreement.

…

[98] Instead, I find that Mr. Li's breach of the promises he made to make personal payments to, or on behalf of, the Companies as set out in the December 2019 Expense Payment Agreement and January 2020 Loan and Security Agreement amounts to oppressive conduct that causes prejudice to Ms. Wu. The fact that Mr. Li is apparently content to have the Companies repay his personal loan from Ms. Wu in the amount of over one-quarter of a million dollars is particularly troubling. It means that

> Ms. Wu, as Emme's 45% shareholder, is effectively being repaid a significant portion of the money she loaned personally to Mr. Li with her own funds.
>
> [99] This aspect of Ms. Wu's oppression remedy claim is well founded.
>
> **e) Distribution of Surrey Assets Sale Proceeds**
>
> [100] On my assessment of the evidence, the Companies and Mr. Li have breached Ms. Wu's reasonable expectation that they would fairly distribute the proceeds of the Surrey Assets sale in order to bring an end to Ms. Wu and Mr. Li's business relationship. In particular, they have simply allowed the proceeds to remain in a law firm's trust accounts, and have not seriously attempted to reach an equitable agreement with Ms. Wu on their distribution which would take into account (1) the extent of Ms. Wu and Mr. Li's shareholdings, and (2) the extent to which Mr. Li agreed to personally incur liabilities in relation to the sale. Indeed, after Mr. Li agreed in principle to work towards concluding a distribution agreement in March 2020, there is no clear evidence that he, or the Companies he controlled, made any tangible effort to further discuss and finalize such an agreement with Ms. Wu. I find that this conduct amounts to oppression and unfair prejudice.

[32] Although the entire judgment is relevant, those are the paragraphs that are particularly relevant.

D. The Parties' Positions

[33] The plaintiff's position is that Justice Brongers found the defendant's conduct was oppressive, and at the conclusion of his reasons he ordered that the company to pay the plaintiff $1,079,087.87 from the balance of the sale proceeds as compensation for the corporate oppression. The plaintiff's position is that money represents only 66 percent of the principal amount she invested.

[34] Because the oppression proceedings could only be brought against the company and in that proceeding she sought no relief against the defendant in his personal capacity, she said that this application was necessary to recoup the difference that she says is owing to her. The plaintiff relies on the personal guarantees, and submits they are valid and the calculation of damages she puts forward is based on those. She contends that the defendant still owes her a significant amount of money and that there are no valid defences to her allegations that he breached the guarantees.

[35] In the alternative, she argues that the defendant has been unjustly enriched.

[36] The defendant's position, as I noted already at the beginning, is that this matter is not suitable because of certain conflicts or ambiguities in the facts and/or because the better course, if there is liability, is to await the conclusion of other litigation in order that setoffs can be determined once liability has been finally concluded.

II. ANALYSIS

A. Suitability

[37] In reality, this is the main issue since that is what the defendant focused on in his submissions. The parties agreed on the applicable legal principles that are originally set out in *Inspiration Mgmt. Ltd. v. McDermid St. Lawrence Ltd.*, 36 B.C.L.R. (2d) 202, 1989 CanLII 229 (C.A.), but more recently in *Xia v. Hummingbird Cove Lifestyles Ltd.*, 2024 BCSC 1290, in which Justice Stephens quotes from his previous decision *Hallat v. Couturier*, 2024 BCSC 901.

[38] The plaintiff submits the defendant is meant to put their best foot forward to defend an application, citing *Bajwa v. Habib*, 2018 BCSC 1822.

[39] Two of the primary considerations under suitability are whether the court considers it can find the facts necessary to decide an issue, and whether it would be unjust to do so. However, these are distinct inquiries: *Council of Canadians with Disabilities v. British Columbia (Attorney General)*, 2020 BCCA 241.

[40] While the amount in dispute is relevant to the court's consideration, it is not determinative: *Gichuru v. Pallai*, 2013 BCCA 60.

1. Finding the Necessary Facts

[41] The defendant's position, as I have noted, is that the matter is not suitable. The defendant points to a number of inconsistencies and/or ambiguities in the evidence.

[42] Having read the entire record, I do not agree that all of those are true inconsistencies, but more importantly, none of them touch on a material issue before me. I will address the issues raised in turn.

[43] The defendant says there is an unexplained anomaly because the personal guarantee relied on by the plaintiff is dated January 11, 2018, and was executed

the day before the investment agreement. The defendant says this is ambiguity or an anomaly that might affect its validity, and therefore this matter should not be resolved in summary judgment. The defendant also points out that within those agreements, there was an obligation that the parties are to review in July of each year the progress of the business, and he says there is no evidence whether that was done.

[44] I do not agree that either of these points impact the validity of the guarantee. The investment agreement itself incorporates the guarantee by referring to it having already been voluntarily executed, and it is clear that it was already signed. This defeats the first argument.

[45] Also, as I noted before, on the investment agreement, the defendant is listed as the guarantor. There can be no ambiguity.

[46] The second point made by the defendant is that there was no evidence that these reviews were conducted. The review was apparently for the purpose to determine if extra amounts would be paid to the plaintiff because of what is said in the agreement about whether if extra profit is earned over and above the amount she received for the fixed annual income, it would be paid out to her.

[47] The plaintiff has not raised that issue in the calculations in the notice of application, meaning she is not relying on it.

[48] Moreover, the lack of evidence on that point is not fatal. The plaintiff does not rely on this as being part of her position or part of her case. If the defendant had wanted to make the argument that the lack of evidence about the reviews invalidated the whole agreement such that the plaintiff was not entitled to the amount she claims, he was obliged to adduce that evidence. As noted, the defendant must put his best foot forward. Since the plaintiff is not relying on this point, it is material.

[49] The defendant also points to a minor difference in that the notice of application, which states that she first asked the defendant to repurchase her shares in fall of 2019, but in her affidavit she said it was the summer. The notice of application is not evidence. This does not amount to a contradiction in evidence. This point is without merit.

[50] Next, the defendant suggests that wording in the investment agreement has an incongruity because it says that the defendant had the right of first refusal, but that is combined in a sentence that the defendant says creates an obligation for him to buy, and that those two things negate one another. This point is also without merit because it ignores the clear meaning of the sentence. It is clear that the obligations created exist once the defendant decided to purchase, and therefore there is no contradiction between the two of them. The obligations arise once there is a trigger of his buying the shares.

[51] The defendant also claims that there was no notice given consistent with the agreement to repurchase, and that is because it requires that formal notice be given. However, there are emails in the record that undeniably constitute notice, and to which the defendant at the time agreed.

[52] I reject the suggestion that an email is not formal notice. I was not directed to any case law to substantiate that point, and it is certainly not in keeping with the modern reality of business. Moreover, the emails in the record do not support the defendant's proposition, nor does the conduct of the parties generally. This argument was not something that was raised before Justice Brongers.

[53] None of the defendant's positions individually nor collectively raise any concern about the validity of the agreements or the Court's ability to find the facts necessary to proceed summarily.

2. Litigating in Slices

[54] The defendant's position is that these issues are intertwined with other lawsuits between the parties, which are extant making the matter unsuitable for summary determination.

[55] This issue has already been decided against the defendant. He brought an application dated January 18, 2023, seeking to consolidate this action with the others. Associate Judge Robertson dismissed it. She granted the defendant leave to file an application to seek to have the actions heard at the same time, not consolidated, but only in the case that judgment was not granted after a summary trial application. In other words, the defendant had leave to apply to have actions heard together only if this Court were to find it is not suitable for summary determination, or if no application for summary trial was set at least nine months

before the other actions were set for trial. The other actions have not been set for trial. Again, this position has no merit.

3. Conclusion on Suitability

[56] I add that I have considered all of the other factors mentioned in the case law as being relevant to whether the matter is suitable, and I find that none support the defendant's objection to summary disposition.

[57] I am satisfied that summary judgment is appropriate. Very few facts are in dispute. The resolution of the issues turns on the meaning and interpretation of agreements, and I do not agree that credibility is at issue at all.

[58] Moreover, I note that the issues raised by the defendant, in which he claims there is some ambiguity or contradiction in the evidence, are things that would go to the validity of the agreement. That is not a plea that he has raised in his pleadings. Thus, he is raising matters that are actually not arising on the pleadings.

[59] I also find that summary judgment is proportional, which is one of the factors in the suitability examination. This application took less than a day to argue. It is clear that a trial would have been lengthier. Even if the trial was lengthier only by a few days, trial dates are more expensive.

[60] In any event, to be clear, I do not find it necessary to prefer one affidavit over another, as I found no conflict in the evidence on any material point. In my view, the defendant has referred to minor inconsistencies, only some of which were in the evidence. For all of those reasons, I find this matter is suitable.

B. Should Judgment be Granted?

[61] The only arguments raised by the defendant in response to the plaintiff's application for judgment, apart from suitability, was waiver. That was based on the idea that the petition has gone forward and since the plaintiff obtained judgment, she is now somehow precluded from seeking further relief.

[62] That position cannot succeed. The petition was for oppression against the company and dealt with her expectations as a minority shareholder. No relief was sought against the defendant personally. He was served as someone who might

have been affected financially, but that issue of the guarantees or personal liability were not raised or discussed by Justice Brongers.

[63] I add that in my view, there is no evidence from the defendant to raise this argument even to the level of having an air of reality.

[64] I should also note that Justice Brongers himself commented on this, albeit briefly. At para. 64, he said, “it is correct to say that the oppression remedy is not intended to be a substitute for a breach of contract action: *Beck v. 0973415 B.C. Ltd.*, 2021 BCSC 2323 at para. 29.”

[65] In his view, the petitioner in that case, who is the plaintiff here, alleged a “pattern of oppressive conduct that goes beyond a simple allegation of breach of contract, and is one that can therefore be brought pursuant to s. 227 of the *BCBCA*: *CSA Building* at paras. 53 and 54.”: at para. 64.

[66] The defendant raises another argument based on a statement in his affidavit. He deposed that he assumed the guarantee would apply only if the existing management of the restaurant and motel stayed the same. This evidence is essentially irrelevant since the guarantee itself is unequivocally clear, stating the following:

> Party A commits to unconditionally repurchase party B's shares at a return of not less than 8 percent annual interest rate on party B, that is the plaintiff's investment amount. Party A, that is the defendant, shall pay the plaintiff the full repurchase amount and the income owing in a one-time payment within three months after the plaintiff's formal resale notice is given.

[67] There is no ambiguity in that wording. There is no need to resort to parole evidence. In any event, evidence put forward by the defendant is not parole evidence; it is simply a belief or assumption that he had, and it is irrelevant.

[68] Therefore, there is no valid defence raised against enforcing the personal guarantee.

[69] The plaintiff says she is entitled to damages for breach of contract on the basis of the breach. Having dismissed the defendant's arguments about the validity of the agreements, his assumption and waiver, I conclude that the plaintiff is entitled to damages for breach of contract.

C. Calculation of Damages

[70] With regard to calculation, the plaintiff helpfully provided two tables setting out the calculations. The first table deals with the breach of contract claim. There is no dispute that the investment principal was $1,495,820. That is comprised of $855,000 that was paid for 25 percent of the shares, and $640,820 paid for the further 20 percent.

[71] The interest is as follows:

a) Simple interest at eight percent as stipulated in the agreement on that 25% share purchase from January 28, 2019, to February 3, 2025, amounting to $479,757.60.

b) Simple interest at eight percent on the 20 percent that was purchased on February 28, 2019, to February 3, 2025, amounting to $304,107.54.

[72] Therefore, as of February 3, 2025, the unconditional purchase price as defined in the agreements, which is principal plus interest, was $1,495,820 plus the interest ($479,757.60 plus $304,107.54) totaling $2,279,685.14.

[73] From that, the plaintiff appropriately subtracted:

a) interest for the period June 6, 2022, to February 3, 2025, because of the moneys that she received pursuant to the judgment of Justice Brongers, which amounts to $229,888.88;

b) the amount that was ordered to be paid by Justice Brongers. Even though that was for oppression, it was based on the notion of the 45% shares that she had. That amount was $1,079,087.87.

[74] Taking all those calculations into account, the plaintiff's position is that she is owed $970,708.39 by the defendant. I agree those calculations are correct. Judgment is ordered in that amount.

III. SOLICITOR/CLIENT COSTS

[75] The plaintiff was awarded costs at Scale B for bringing the petition, and that was paid out at $35,000. The costs awarded to her were paid by Emme, the company, not by the defendant because no relief was sought against him.

[76] The expense payment agreement the parties entered into stipulated that the defendant would pay legal costs to the plaintiff on a solicitor-and-own client basis for disputes arising out of the breach of that agreement.

[77] The plaintiff submits that she had to bring the petition because of the breach, and she relies on portions of Justice Bronger's reasons for judgment, especially paras. 84, 88, and 100.

[78] The defendant presented no submissions or evidence in this application to respond to the submission about whether payment of costs on a solicitor-and-client basis would be appropriate.

[79] The plaintiff relies on evidence that she filed, which included legal bills that were presented. She has extracted out of one of those bills any work that was not done in relation to the petition, but relies on the legal expenses she incurred in order to bring and have the petition argued.

[80] The petition was a four-day hearing. Counsel provided the invoices, and the amounts in a detailed chart. The total is $310,820.32. From that, the plaintiff notes it is appropriate to subtract the $35,000 she has already been paid. Given all of that, I see no reason not to grant the amount sought, and order the defendant to pay $275,820.32.

[81] The plaintiff seeks costs at Scale B for this hearing, and the defendant did not dispute that that would be appropriate, and therefore those costs are also awarded.

"Sharma J."