

CANADA / JUDGMENT

Alderbridge Way GP Ltd. (Re)

2024 BCSC 382

COURT

Supreme Court of British Columbia

DECIDED

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2024 BCSC 382 Alderbridge Way GP Ltd. (Re)

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Alderbridge Way GP Ltd. (Re),

2024 BCSC 382

Date: 20240305

Docket: S222758

Registry: Vancouver

In the Matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended

- and -

In the Matter of a Plan of Compromise and Arrangement of 0989705 B.C. Ltd., Alderbridge Way GP Ltd. and Alderbridge Way Limited Partnership

Before: The Honourable Justice Fitzpatrick

Reasons for Judgment

(re Trial Procedure Order)

Counsel for the Petitioners:

H. Shapray, K.C.

S.D. Coblin

N. Pandey

V. Cross

Counsel for Romspen Investment Corp.:

P. Bychawski

R. Lou

P. Rubin

Counsel for GEC (Richmond) GP Inc. and GEC (Richmond) Limited Partnership:

J.P. Sullivan

S.Y. Bhura

Place and Date of Hearing:

Vancouver, B.C.

February 23 and 29, 2024

Place and Date of Judgment:

Vancouver, B.C.

March 5, 2024

INTRODUCTION

- [1] This hearing concerns a determination of issues relating to a trial that is to take place within these Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36 [CCAA] proceedings. This was essentially a case planning conference ("CPC") to address the resolution of certain issues between various stakeholders, and in particular, how and when the trial of those issues will proceed.
- [2] The full background of this matter is set in my reasons for judgment of October 3, 2023 which are indexed at Alderbridge Way GP (Re), 2023 BCSC 1718 [Procedural Reasons] and should be read in conjunction with these reasons. On that date, I granted an order (the "Procedural Order"). I have continued in these reasons to use the defined terms in the Procedural Reasons.

DEVELOPMENT UPDATE

- [3] At paras. 14-19 of the Procedural Reasons, I set out the status of this unfinished development property and the Monitor's anticipated steps to advance the development, including arranging a sale of it.
- [4] In fall 2023, the Monitor anticipated being in receipt of a building permit from the City of Richmond (the "City") by March 2024. The Monitor's Twelfth (and latest) Report dated February 21, 2024 continues to state that the Monitor expects a response from the City on the matter of the building permit, and the required cost that will be payable to the City, by mid-March 2024.

- [5] The Monitor also advises that, once the City responds, it will be necessary to bring a further application to re-institute the SISP and address how the City's costs will be funded. The costs payable to the City are substantial, currently estimated at \$18 million. If and when the building permit is issued, it will remain valid for only six months, subject to the City granting a further six month extension in its discretion.
- [6] Therefore, assuming that the permit is issued in mid-March 2024, the sales process would have to be completed and the new purchaser would have to commence construction activity by mid-September 2024.
- [7] The consequences of the anticipating building permit expiring are significant.
- [8] Any new application would have to be compliant with the City's new building code which would require a new development permit. The Monitor states that this would cause delays of up to four years, loss of density, increased amounts payable to the City and a forfeiture of amounts already paid to the City. Needless to say, the value of the development would be severely depressed as a result.
- [9] In addition, the monthly holdings costs of the development are in excess of \$200,000 per month, not including interest on the secured loans, currently funded by Romspen. This includes maintaining the shoring system that supports the current excavation. In July 2023, difficulties already arose in respect of the shoring system, which required immediate action by the Monitor and its technical consultants.
- [10] For the reasons set out in the Procedural Reasons and as above, I reject the continuing position of the CCAA Debtors/Guarantors in their application response and at this hearing that there is no "genuine urgency" to have this matter heard.
- [11] More to the point, the parties do not have luxury of waiting for a trial sometime in summer 2024, as suggested by the CCAA Debtors/Guarantors. Given the complexity of the issues, following the trial, the Court will be required to issue reasons for judgment, which may take some time. In addition, an appeal may be launched by the losing party(s). A summer trial, as proposed by these parties, would render the soon-to-be reinvigorated SISP meaningless in terms of allowing the stakeholders "in the money" (whoever they are) time to address the results, and commence the project by mid-September 2024, as is critical.
- [12] In the Procedural Reasons at paras. 16-17, 69-70 and 110-111, I emphasized the dynamics at play in this proceeding and the critical and essential need to resolve the issues in the Related Actions so as to advance this restructuring. I concluded that it was urgent to do so for the benefit all of stakeholders in this proceeding, including Romspen, GEC and the CCAA Debtors/Guarantors, stating:
- [117] However, litigation under the CCAA is more immediate and present--hence, the well-worn phrase, "real time litigation". It is against those "real time" present circumstances that the Related Actions have been commenced. In those circumstances, there is an urgent need to resolve the claims in the Related Actions as soon as reasonably possible and, of course, in a

manner that is fair to all of the litigants. Rather than the "chaos" that counsel for the CCAA Debtors/Guarantors predicts would arise from the Procedural Order, there is the distinct possibility that this CCAA proceeding will be paralyzed by the outstanding claims in the Related Actions. I see a very possible scenario, as does the Monitor, where the parties are deadlocked in their positions in relation to any sale that might be available, as each seeks to exercise the leverage that they hold.

- [13] These same dynamics remain present now but with increasing urgency to resolve the issues in the very near future.

LITIGATION UPDATE

- [14] The parties have complied with the Procedural Order in completing the pre-trial procedures I directed at that time:
- a) Lists of documents were exchanged by October 13, 2023 and amended lists were also exchanged. Approximately 5,350 documents have been disclosed, including 2,850 by Romspen;
 - b) Further demands for document production were made and responses made. The disputes that arose as a result were resolved in my reasons for judgment issued in Alderbridge Way GP (Re), 2023 BCSC 2298. On February 8, 2024, leave to appeal was denied for the reasons issued on February 15, 2024: Alderbridge Way Limited Partnership v. Romspen Investment Corp., 2024 BCCA 69;
 - c) By January 31, 2024, examinations of four witnesses have taken place over the course of some 29 hours. These include two representatives of Romspen for about 15 hours in total; and
 - d) Numerous requests were made at the examinations for discovery. Some remain outstanding. At present, the parties anticipate having those completed by March 11, 2024.
- [15] As indicated in the Procedural Order, this CPC was to have been scheduled no later than March 1, 2024.

TRIAL FEATURES

- [16] In order to assess what procedures might be necessary or desirable for the trial, I have asked all counsel to provide some indication of what they anticipate will be the issues and witnesses at the trial. This is similar to what might have been canvassed by the parties and the Court at a trial management conference.
- [17] Each counsel provided slightly different ways of phrasing the liability issues, but they were substantially consistent. I have distilled them to be as follows:

- a) As a matter of contract, was Romspen entitled to terminate its funding of the development in March 2020 under both its agreements with the CCAA Debtors/Guarantors and the Subordination Agreement with GEC?
- b) Did Romspen make commercially reasonable efforts to syndicate the construction loan under the terms of the contracts?
- c) Did Romspen conduct itself in good faith and honestly perform its contractual obligations, including in relation to its decision to terminate funding of the development?
- d) Are the CCAA Debtors/Guarantors liable to Romspen under their respective contract obligations?
- e) Did GEC breach the Subordination Agreement by challenging Romspen's security? and
- f) Does Romspen's actions in relation to the development justify relief under the doctrine of equitable subordination, if such doctrine applies as a matter of Canadian law?

[18] Romspen anticipates calling two witnesses, both of whom were examined for discovery. They include Wesley Roitman and Blake Cassidy.

[19] GEC intends to call Toby Chu, who was also examined for discovery. On or about December 14, 2023, GEC delivered an expert report from Gus Stavropoulos on the issue of whether reasonable efforts were undertaken by Romspen to syndicate the loan(s).

[20] Romspen has yet to respond with its own expert report on the syndication issue. The CCAA Debtors/Guarantors have made some preliminary efforts to obtain the same type of report, but they are awaiting responses from Romspen arising from Mr. Cassidy's examination for discovery that took place on January 30/31, 2024.

[21] The CCAA Debtors/Guarantors have a host of witnesses that they anticipate calling. They include Max Carroll (their lawyer on the transaction), Graham Thom, Jason Ratzlaff, Samuel Hanson and Brent Hanson. They may also subpoena various Romspen representatives whom Romspen presently has no intention of calling, including Vitor Fonseca, Sandra Baumann-Chadwick and Greg Umbach (its lawyer on the transaction). Finally, they intend to subpoena Jason Chapnik of Intercap.

COMPETING TRIAL PROPOSALS

[22] Romspen seeks the following procedural orders in its application:

- a) the plaintiffs, and plaintiff by counterclaim where applicable, in each of the Related Actions will file (i) all evidence in chief on issues of liability by affidavit, and (ii) any expert reports relating to issues of liability on or before March 22, 2024;
- b) the defendants, and defendants by counterclaim where applicable, in each of the Related Actions will file (i) response evidence on issues of liability by affidavit, and (ii) any expert reports relating to issues of liability on or before April 5, 2024;

- c) the plaintiffs, and plaintiff by counterclaim where applicable, in each of the Related Actions will file (i) all reply evidence on issues of liability by affidavit, and (ii) any reply expert reports on issues of liability on or before April 12, 2024;
 - d) the parties to the Related Actions will file any written argument that they wish to rely on at the trial of the Related Actions by no later than 12:00 pm at least one full business day prior to trial;
 - e) the trial on issues of liability in each of the Related Actions will proceed on affidavit evidence only and be scheduled for five days commencing on April 22, 2024, or as soon thereafter as court availability permits;
 - f) the trial on issues of damages in each of the Related Actions will be scheduled to be heard on a date after judgment is rendered on issues of liability, and all appeals have been exhausted, in each case in accordance with a procedure and timeline to be set by this Court; and
 - g) the above dates may be modified by further order of this Court or by consent of all parties.
- [23] GEC and the CCAA Debtors/Guarantors have both filed Case Plan Proposals (since revised by GEC).
- [24] GEC at first instance proposes a "full trial", arguing that a trial based solely on affidavits is not suitable, citing *Cepuran v. Carlton*, 2022 BCCA 76 at para. 149. In the alternative, GEC has addressed the parameters of a "hybrid trial". In the latter scenario, they propose an agreed statement of facts, evidence in chief by affidavit and then a further CPC during the week of April 15, 2024 to address suitability for a summary trial. GEC argues that the Court cannot adequately assess whether a summary trial is appropriate or perform its "gatekeeping role" without first seeing the evidence (i.e., the affidavits) that are to be considered. Finally, GEC proposes a four-week trial (for a "full trial") beginning May 7, 2024.
- [25] As was mentioned in the Procedural Reasons at paras. 93-94, GEC has been "prepared", or more accurately, anxious, to proceed to trial as soon as possible. At the August 2023 hearing leading to the Procedural Order, GEC stated that it was ready to proceed to trial in January 2024.
- [26] Consistent with the intransigence of the CCAA Debtors/Guarantors that was noted in the Procedural Reasons at para. 101, they also continue to object to any form of summary determination of the issues. The CCAA Debtors/Guarantors want a "full trial", asserting that there are "serious credibility issues", which require a viva voce trial. They agree that the trial should be bifurcated on the issue of liability and damages and that a liability-only trial would be two weeks. Their preferred time for trial is July/August 2024. At the first day of this hearing, they asserted that they were "unavailable" in April/May 2024 for the trial (although both Romspen and GEC were).

DISCUSSION

- [27] Romspen relies on s. 11 of the CCAA as the basis upon which it seeks further directions as to the trial process.
- [28] GEC and the CCAA Debtors/Guarantors continue to advance jurisdictional objections to this Court imposing strictures on the trial process.
- [29] I will not repeat what was set out in the Procedural Reasons, other than to repeat that I found I had the jurisdiction under either ss. 11 or 20 of the CCAA to address how these disputes will be resolved.
- [30] In *Walter Energy Canada Holdings, Inc. (Re)*, 2017 BCSC 709 [Walter Energy], I gave reasons arising from the trial. At paras. 14-30, I discussed why I had considered that it was appropriate to conduct the trial on a summary basis. The trial took place after I had granted a Case Plan Order on October 26, 2016 that directed certain pre-trial procedures. That order provided for the subsequent filing of the application and evidence, followed by a response and response evidence. Written submissions were then exchanged. This process was followed and, at the trial itself, experts were cross-examined before the Court.
- [31] In *Walter Energy*, I also referenced other examples where a summary process had been employed under the CCAA.
- [32] In *Pine Valley Mining Corporation (Re)*, 2008 BCSC 356 at para. 16, Justice Garson, as she then was, acknowledged that the Court could order the resolution of the issues in a manner other than a summary trial. However, she concluded that the claim could be determined summarily and she ordered many pre-trial procedures, including pleadings, document disclosure, an agreed statement of facts, expert reports and the filing of affidavits.
- [33] In *Jameson House Properties Ltd. (Re)*, 2011 BCSC 965 at paras. 13-15, Justice Adair adopted the same approach in determining the matter without a full trial. In that case, the pre-trial procedures included an agreed statement of facts, affidavits and discovery evidence.
- [34] While GEC's counsel attempt to describe--and limit--the reasoning in the above cases as "s. 20 cases", I do not agree.
- [35] The fact of the matter is that I have already determined in the Procedural Reasons that the Court has the jurisdiction to decide the issues in the Related Actions under both ss. 11 and 20 of the CCAA. Both of those sections, particularly s. 11, provide the Court with a broad jurisdiction to manage the proceedings and make directions toward a determination of the issues. That includes imposing a trial process that includes more summary procedures yet allow for an expeditious and fair determination of the issues, which I consider to be consistent with the statutory objectives of the CCAA that are at play here.
- [36] This allows the Court to fashion a "bespoke" trial process that makes sense in the circumstances.

- [37] I have already granted the Procedural Order which imposed strict deadlines on the parties to complete the various pre-trial procedures. In fact, these included steps that were not employed in *Walter Energy*, which also involved complexity and substantial sums. The procedural steps in the Procedural Order were granted to allow GEC and the CCAA Debtors/Guarantors in particular the "full panoply" of procedural rights that they insisted were required to ensure them a fair trial. The relief sought here is simply to continue that process in relation to the trial, which is essential, in that the issues need to be addressed on an urgent basis.
- [38] In this case, I accept that the amounts involved are substantial and that there is some complexity. That said, these factors do not necessarily point to a full trial.
- [39] Here, the seminal issue to be decided is one of contract law, being whether Romspen was, as lender, entitled to cease funding of the development. GEC and the CCAA Debtors/Guarantors emphasize that evidence of "surrounding circumstances" will be necessary for the presider, as set out in *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at paras. 56-58. I do not disagree; however, these types of issues do not foreclose a more summary determination. A recent example is my own decision in *Rogers v. Rogers Communication Inc.*, 2021 BCSC 2184 at paras. 86-124.
- [40] GEC also emphasizes the good faith issue, arguing that it involves a "highly fact-specific determination": *C.M. Callow Inc. v. Zollinger*, 2020 SCC 45 at para. 91. Again, I do not disagree. I have no doubt that there are other examples, but this type of issue is also capable of being decided on a summary basis: *ARC Digital Canada Corp. v. Amacon Alaska Development Partnership*, 2021 BCSC 1612 at paras. 84-88; *aff'd Amacon Alaska Development Partnership v. ARC Digital Canada Corp.*, 2023 BCCA 34 at paras. 31-32, 37-43.
- [41] As they did back in fall 2023, GEC and the CCAA Debtors/Guarantors continue to refer to the Supreme Court Civil Rules [Rules] as being the basis upon which the Court should proceed.
- [42] Nevertheless, I agree with Romspen's counsel that there is no material difference between the Court exercising its broad jurisdiction under s. 11 of the CCAA and exercising its powers under the Rules: *Procedural Reasons* at para. 90.
- [43] It has been said many times that the Court is not the servant of the Rules. The Rules are intended to provide the Court with significant flexibility to ensure their object is met, in terms of achieving a "just, speedy and inexpensive determination" of the issues in a proportionate manner: R. 1-3.
- [44] These concepts were discussed in *Cepuran* in the context of when a petition should be referred to the trial list. At paras. 145-166, the court refers to the "modern approach" encouraged by *Hryniak v. Mauldin*, 2014 SCC 7, just as I did in *Walter Energy* at para. 24 and the *Procedural Reasons* at para. 104. More recently, this has been described as a "culture shift" toward ensuring more timely and affordable justice in the civil justice system: *Atlantic Lottery Corp. Inc. v. Babstock*, 2020 SCC 19 at para. 18.

- [45] Even more recently, the Court of Appeal has discussed this modern approach in *British Columbia (Director of Civil Forfeiture) v. Conrad*, 2024 BCCA 10 [Conrad] in relation to whether trial issues should be severed or bifurcated. At paras. 61-65, the court refers to the court having the flexibility to vary the "typical" litigation process. At para. 66, the court states that there is no presumption that the "typical" trial process will be employed. Hryniak is specifically mentioned at paras. 90-93 of Conrad in terms of how a presider is to approach the question as to whether a summary trial is appropriate.
- [46] Significantly, Conrad at para. 66 refers to many Rules that allow the Court to exercise its discretion and tailor the pre-trial and trial procedures depending on the circumstances. These Rules include the summary trial Rule (R. 9-7). They also include R. 12-5(68) which permits the Court to direct different modes of trial, subject to being varied by the trial judge (R. 12-5(2)). Rule 12-5(59) allows the Court to order that evidence in chief may be given by affidavit. Finally, the trial management Rule (R. 12-2(9)) allows the Court to make various orders in respect of the trial, including (a) imposing a plan as to how the trial will be conducted and (h) that evidence be given by affidavit.
- [47] The CCAA Debtors/Guarantors object to proceeding with affidavits for the evidence in chief, arguing that there is a risk that the evidence will improperly become the product of leading questions. They cite *Parker v. Campbell*, 2002 BCSC 1067 at paras. 20 and 28-29. I see no merit to this argument. If this argument was taken to its fullest, no summary trial could take place based on affidavit evidence, as is usually the case. Further, Parker is distinguishable from this case. Finally, no significant credibility issues have been identified to me. Rather, as would be expected in this scenario, I anticipate that the dealings between the parties will be documented to a very large degree by sophisticated agreements and email correspondence.
- [48] The discretion afforded to the Court includes the severance of issues, as discussed in Conrad at paras. 70-81, which discussed the factors set out in *Nguyen v. Bains*, 2001 BCSC 1130 at paras. 10-12.
- [49] None of what is sought here today by Romspen, in terms of circumscribing and expediting the trial process, is contrary to an approach under the Rules. Further, that approach remains consistent with my approach in *Walter Energy* in terms of the assessment of the various factors that inform the Court's consideration of the particular circumstances in a CCAA proceeding in terms of crafting a fair and expeditious trial process.
- [50] As provided for the Procedural Order, GEC and the CCAA Debtors/Guarantors have been provided with a full opportunity to engage in pre-trial procedures which have conformed with the "usual" trial process, albeit with abbreviated timelines.

ORDER AND DIRECTIONS

[51] In the Procedural Order, I have already directed that:

- a) The Related Actions will be tried together, subject to the direction of the trial judge; and

- b) Evidence in any one of the Related Actions shall be deemed to be evidence in each of the other Related Actions and the entitlement and obligations pursuant to the deemed undertaking rule under the Rules and the common law implied undertaking rule are waived and shall not apply as between the Related Actions.
- [52] I now direct the following with respect to the remaining steps to complete the pre-trial procedures and for the conduct of the trial.
- [53] The trial will be bifurcated to address, in the first instance, all of the liability issues. No party significantly objected to proceeding in this fashion and no issues of prejudice were raised. To the contrary, a bifurcated trial will have the immediate effect of allowing the liability issues to be decided more quickly, a paramount consideration here. In addition, if the main issues as to whether Romspen had the right to suspend funding and its effort to syndicate are found in Romspen's favour, it has the real potential to determine most, if not all, of the claims of GEC and the CCAA Debtors/Guarantors.
- [54] In order to ensure the parties are ready to proceed to trial, I also direct the following:
- a) The trial on issues of liability in each of the Related Actions will proceed for three weeks commencing on April 29, 2024;
 - b) The parties are to provide responses to any outstanding discovery requests as soon as possible, and no later than March 11, 2024;
 - c) In terms of expert reports on the syndication issue:
 - i. The CCAA Debtors/Guarantors are to provide their expert report by March 22, 2024, or within 15 days of Romspen satisfying the outstanding discovery requests, whichever is later;
 - ii. Romspen is to provide its responsive expert report to GEC and the CCAA Debtors/Guarantors on or before April 5, 2024;
 - iii. Any reply expert reports from GEC and CCAA Debtors/Guarantors are to be provided on or before April 12, 2024;
 - iv. Any objections to any expert report will be set out in writing within a week of its delivery and will include a specific and substantive description of the objection and identify the specific portions of the report to which the objection is made;
 - d) The parties are to prepare an agreed statement of facts and chronology on or before April 26, 2024;
 - e) The parties are to prepare a common book of documents ("CBD") and document agreement for the trial. The documents are to be organized in chronological order and be properly described. In addition, the parties will prepare a separate binder of the documents that are or are alleged to encapsulate the contractual relationships between the parties;

- f) The parties will file all of their evidence in chief via affidavits. Documentation will not be attached to the affidavits; rather, the affidavits will reference the CBD Tab number of the document to which an affiant may refer. The affidavits will include the specifics of any examination for discovery read-ins and will attach the questions and answers intended to be relied upon;
- g) The specific timelines for delivery of affidavits will be as follows:
 - i. the plaintiffs, and plaintiff by counterclaim where applicable, in each of the Related Actions will file: (i) all evidence in chief on issues of liability by affidavit; and (ii) any expert reports relating to issues of liability on or before March 22, 2024;
 - ii. the defendants, and defendants by counterclaim where applicable, in each of the Related Actions will file: (i) response evidence on issues of liability by affidavit; and (ii) any expert reports relating to issues of liability on or before April 5, 2024;
 - iii. the plaintiffs, and plaintiff by counterclaim where applicable, in each of the Related Actions will file: (i) all reply evidence on issues of liability by affidavit; and (ii) any reply expert reports on issues of liability on or before April 12, 2024;
- h) Any party may require an affiant to attend the trial for cross-examination. I accept the position of GEC and CCAA Debtors/Guarantors that they should be given the opportunity to test Romspen's evidence, which will be reciprocal;
- i) If any parties requires a witness, other than the current representatives of the other parties who will be providing affidavits for the trial, they will make reasonable efforts to obtain evidence from that person by affidavit or by pre-trial examination, including under R. 7-5. If such efforts are not successful, that party may make efforts to require that person's attendance at the trial by subpoena;
- j) The parties may seek leave to have out-of-town witnesses attend by MS Teams, failing agreement of the parties;
- k) No later than seven days in advance of the start of the trial, all of the parties will provide a written summary of their position and reference a summary of the evidence in chief (with a list of witnesses) upon which they rely and the case authorities upon which they will rely (subject to any additions for the purposes of final arguments);
- l) Romspen will file a book of pleadings for all of the Related Actions for use at the trial;
- m) at the conclusion of the evidentiary portion of the trial, the parties to the Related Actions will file any further written submissions upon which they will rely, with reference to all case authorities. The parties will prepare a joint book of authorities;
- n) the trial on issues of damages in each of the Related Actions will be scheduled to be heard on a date after judgment is rendered on issues of liability, and all appeals have been exhausted, in each case in accordance with a procedure and timeline to be set by this Court;

- o) the above dates and procedures may be modified by further order of this Court, both prior to the trial or by the trial judge, or by consent of all parties; and
 - p) the parties should schedule a further judicial management conference before the trial judge around seven days in advance of the start of the trial.
- [55] I wish to stress that, in light of the need to proceed expeditiously in these circumstances, I fully expect that all counsel will show a high degree of cooperation and flexibility in terms of the trial preparation.
- [56] In order to facilitate the Court's review of the documents, both before, during and after the trial, in advance of the trial, counsel for the parties are directed to arrange for the upload of documents to the Court's File Transfer Server system--to include such as documents as pleadings, affidavits, expert reports, summary statements, arguments and the like.
- [57] The parties are at liberty to seek further and other directions as may be appropriate.
- "Fitzpatrick J."

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