

CANADA / JUDGMENT

Li v. Piao

2019 BCSC 683

COURT

Supreme Court of British Columbia

DECIDED

2 May 2019

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2019 BCSC 683 Li v. Piao IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Li v. Piao, 2019 BCSC 683 Date: 20190502 Docket: S158421 Registry: Vancouver Between: Da Bei Li a.k.a. Dabei David Li a.k.a. David Li Plaintiff and Defendant by Counterclaim And Harry Piao and Top Car Seller Inc. Defendants and Plaintiff by Counterclaim And Tianjin East China International Trade Co. Ltd, and Qun Wang, and Maxblue Enterprises Ltd. Defendants And Tianjin East China International Trade Co. Ltd., and Xue Zhi Wang, Qun Wang, Yu Cheng Jia, Jie Jia, Hao Qu, and Maxblue Enterprises Ltd. Third Parties Before: The Honourable Madam Justice W.A. Baker Supplemental Reasons for Judgment Counsel for Da Bei Li: S. Xue C. Ke (Articled Student) J. Xiao (Articled Student) Appearing on his own behalf as the Defendants/Plaintiffs by Counterclaim: Harry Piao Counsel for Qun Wang, Xue Zhi Wang and Maxblue Enterprises Ltd.: J.E. Wittmann No other appearances made. Place and Date of Trial: Vancouver, B.C. June 25-29, July 3-5, August 27-28 and September 10, 2018 Place and Date of Judgment: Vancouver, B.C. May 2, 2019

- [1] On April 3, 2019 I delivered my Reasons for Judgment in this matter, indexed at 2019 BCSC 488. Counsel for the plaintiff has requested that I address interest sought under the Court Order Interest Act, R.S.B.C. 1996, c. 79.
- [2] Pursuant to section 1 of the Act, interest must be added to any pecuniary judgment, subject to certain exceptions which are not applicable here. It is not clear that the Reasons for Judgment need to specifically address the mandatory interest provisions. However, as it may assist the parties in settling the formal order, I order the following:
- a) Interest pursuant to the prejudgment interest rates set by the court will be added to the damage awards flowing from the breaches of the Li Agreement and the Tianjin Agreement.
 - b) For the purposes of the calculation of interest under the Li Agreement, I find the cause of action arose on July 31, 2015.
 - c) For the purposes of the calculation of interest under the Tianjin Agreement, I find the cause of action arose on July 29, 2015. "Baker J."

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Prepared on 27 October 2026 · Esheria