Vancouver
26-Feb-18
REGISTRY

No. H1707498
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FORJAY MANAGEMENT LTD.

PETITIONER

AND:

0981478 B.C. LTD.
MARK CHANDLER
CANADIAN WESTERN TRUST COMPANY in trust
HMF HOME MORTGAGE FUND CORPORATION
625536 B.C. LTD.
JAMES MERCIER
MORRIS KADYLO
URSZULA PIASECZNA
U.S. BANK NATIONAL ASSOCIATION
BARAMUNDI INVESTMENTS LTD.
CHARANJIT KAUR, SIMRAT VIRDI
MUKHTIAR SINGH NIJJAR, MOHAN VILKHU
JASPREET SINGH KHATRA, AMANDEEP SINGH DHALIWAL
NIRMAL SINGH CHOHAN, SAJAL JAIN, SUPARNA JAIN
BABAL RANI BANSAL, SATPAL BANSAL, PARMINDER K. MANN
LEENA JAIN, VASANT PATEL, 1074936 B.C. LTD.
1084165 B.C. LTD., 1084164 B.C. LTD., 1084322 B.C. LTD.
SURJIT KAUR PARMAR, HARBHAJAN SINGH PARMAR
DALJEET KAUR GILL, BHASHAM KAUR GILL
812 CAPITAL HOLDINGS LTD., CATALYST ASSETS CORP.
0951019 B.C. LTD., WONDER MARBLE & STONE INC.
INTECH PAY LTD., 1086286 B.C. LTD.
1085537 B.C. LTD., 1083516 B.C. LTD.

RESPONDENTS

RESPONSE TO NOTICE OF APPLICATION

Filed by: Purchasers as noted on Schedule "A" (the "**LL Purchasers**")

THIS IS A RESPONSE to the Notice of Application of the Petitioner, Forjay Management Ltd. filed February 13, 2018 (the "**Petitioner**").

Part 1: ORDERS CONSENTED TO

The LL Purchasers consent to the granting of the orders set out in the following paragraphs of Part 1 of the Notice of Application:

Nil

Part 2: ORDERS OPPOSED

The LL Purchasers oppose the granting of the orders set out in the following paragraphs of Part 1 of the Notice of Application

All

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The LL Purchasers take no position on the granting of orders set out in the following paragraphs of Part 1 of the Notice of Application:

Nil

Part 4: FACTUAL BASIS

Opening Statement on this Application

1. The Petitioner seeks an order directing the Receiver to disclaim all purchase contracts entered into prior to October 4, 2017 between 098 and any other party (the "**Pre- Oct 2017 Purchase Agreements**")

2. In seeking this relief the Petitioner relies on two grounds:

    a. An assertion that the contracts have terminated by effluxion of time; and that

    b. Certain of these contracts (not enumerated) contemplate a final payment to close the sale where such final payment is less than the current market value, regardless of the actual consideration paid.

3. With respect, neither of these form an appropriate basis for the relief sought by the Petitioner.

4. Firstly, 0981478 B.C. Ltd. ("**098**"), as developer, cannot rely on the effluxion of time and, therefore, the Receiver cannot rely upon that ground, as it only takes such rights subject to the rights and obligations of the debtor. It cannot be in a better position than the debtor. As a developer cannot miss a completion date it set itself to avoid obligations to complete a contract it simply no longer likes, where the purchasers have always been, and remain, ready, willing, and able to complete the contract on its terms, nor can its Receiver.

5. Secondly, a Receiver does not have authority to disclaim sale contracts just because today's market may realize a better price, without regard to any of the circumstances of the individual agreements themselves or the circumstances that existed at the time they were entered into.

6. The position of the Petitioner, if accepted, would mean that whenever there is a rising real estate market a developer and its lenders would be well served to just walk away from pre-construction contracts by causing a delay, or by allowing its lender to appoint a receiver, as they could then improve realization and/or profit on the backs of those consumers who entered into such agreements in good faith.

7. To use this Honourable Court in such a fashion would be an abuse, and one that would result in a preference being given to one stakeholder (the Petitioner and/or debtor) over others (consumers who entered into sales contracts with the debtor, in good faith).

8. The Petitioner has put no authority forward to support the proposition that a pre-sale contract can be disclaimed by a Receiver when the occupancy permit was granted pre-receivership.

9. Further, such a broad disclaimer of all contracts not appropriate given the claims by purchasers that, as a result of them having purchased the property and having paid most or all of the purchaser price, they have a property interest in the individual units. It is trite, but this court, in these proceedings, has no jurisdiction to interfere or take away those property rights, as its jurisdiction extends only to the property rights of the debtor. Such claims must be considered on a case by case basis.

Factual Background

10. For the most part, the background facts are largely undisputed. However, the following facts are also of note or require further context:

    a. In paragraph 8 of its Notice of Application that the Petitioner states that the development of the Lands and construction of the Units was funded 'in part' by way of advances from Reliable Mortgage Investment Corp ("**RMIC**"), the first mortgagee, and the second mortgagee. At this point, the LL Purchasers have made significant payments towards their respective purchase of units. Where those funds have gone has not yet been disclosed by 098. As such, it may well be that the LL Purchasers' funds also funded the development of the Lands and construction of the Units;

    b. In paragraph 10 of its Notice of Application, the Petitioner notes that 098 defaulted on its obligations under the First and Second Mortgage, although, does not say when. It appears from the materials filed in these proceedings that RMIC and the Petitioner continued to fund 098 despite default, for a considerable period of time and well over the amounts secured by the Mortgage, without taking steps to enforce its security.

    c. In paragraph 13(a) of its Notice of Application, the Petitioner notes that certain work is required to be completed. However, the work that is remaining to be done is nominal and, as noted by the Receiver in its application, the occupancy permit for the units themselves had been issued. The state of the development is such that sales can be completed and title now transferred. Further, one of the circumstances which the Petitioner points to is that the Receiver was required to issue a new disclosure statement. With respect, that factor is one that is for the benefit of the purchasers, keeping in mind that the Real Estate Development and Marketing Act is a consumer protection statute. Under that act, a new disclosure statement is to be issued to allow

the purchasers, as consumers, to rescind the contract. It is not to allow the developer to do so.

d. In paragraph 13(b) of its Notice of Application, the Petitioner states that all of the Terminated Contracts" had terminated in accordance with their terms. The LL Purchasers dispute that, for the reasons set out herein.

e. In paragraph 13(d), the Petitioner claims that certain amounts are "owing under" the First and Second Mortgages. The LL Purchasers specifically dispute the amounts that are secured by those Mortgages. Voluntary over-advances, while *may* give rise to an unsecured claim by the Petitioner and RMIC, they are not recoverable under the Petitioner's and RMIC's Mortgage Security, which has a collective face value of $14.2 million.

f. In paragraph 20 of the Petitioners Notice of Application it admits that the contracts in issue are "not all the same".

g. In paragraph 5(c) of the Petitioner's response to the Receiver's application for directions, the Petitioner suggests that the failure to complete the contracts was not due to actions of 098, but the purchasers. Without in any way admitting that the purchasers failed to act in any way, the LL Purchasers note that such a statement is an acknowledgement that the purchasers could have compelled completion, meaning that they were (and the LL Purchasers would say, still are) in a position to compel specific performance.

h. Finally, the LL Purchasers note, and rely upon, a course of conduct by 098 and/or its agents by which the completion date was extended and/or not relied upon.

Part 5: LEGAL BASIS

11. In the opening statement of the Petitioner's Legal Basis, the Petitioner states that the question in order to disclaim any purchase contracts is the same: "what is likely to result in a greater realization by the Receiver."

12. This is a complete misstatement of the law.

13. While a receiver "must have the ability to refuse to adopt contracts in order to give meaning to its power to convey the assets free and clear of other parties' interests", that authority is not an unfettered one allowing the receiver carte blanche authority to disclaim any contract it wishes. This is because "a receiver is not entitled to prefer the interests of one creditor over another. Its duty is to act for the benefit of all interested parties."

Royal Bank of Canada v. Pennex Metropolis Ltd.
2009 CanLII 45848 (ONSC), at paragraphs 25 to 27

14. After reviewing various authorities on the authority of the court to vest off interests upon a sale of property by a receiver, which is essentially what the Petitioner is seeking the Receiver to do here on a peremptory basis, Mr. Justice Wilton-Siegel of the Ontario Supreme Court put it this way:

> [65] These decisions do not articulate an absolute and unqualified rule that the Court lacks the authority to vest out a leasehold interest. Instead, they mandate that a receiver take into consideration the equities of the positions of the various parties involved. The principle is well summarized by Ground J. in *Meridian Credit Union Ltd. v. 984 Bay Street Inc.* [2006] O.J. No. 3169 at para. 19 (Sup. Ct. J.) as follows:
>
> > I think the law is clear that, if Meridian had proceeded by way of power of sale, it could have sold the Property to a purchaser free and clear of the leasehold interest of BW Health and Integrated on the basis that the subordination provision contained in the leases clearly subordinate the rights of the tenants to the rights of Meridian under the Meridian Charge and on the basis that none of the leases was registered on title to the property. This sale is, however, being conducted by a court-appointed receiver and, when seeking to convey title to assets free and clear of the interest of other parties, a receiver must apply to the court for a vesting order. In *New Skeena Products Inc. v. Kitwanga Lumber Co.* (2005), 2005 BCCA 154 (CanLII), 251 D.L.R. (4th) 328, the British Columbia Court of Appeal clearly states that, in determining whether to issue a vesting order terminating in the interests of parties in a property, the court must review the equitable considerations supporting the respective positions of the parties.
>
> The same conclusion was expressed by Gill J. in *Capital Funds, supra* in his reference to the fiduciary obligation of a court-appointed receiver to all the parties involved in a contest.
>
> [emphasis added]
>
> *Romspen Investment Corporation v. Woods Property Development Inc.*, 2011 ONSC 3648

15. With respect to the 40 contracts which are the specific subject of this application, it is of note that the Petitioner herein initially supported the sale of these units on their terms, noting that "under normal circumstances they would discharge their mortgage on sales that were at least 90% of the Price List", meaning that they would have, in the ordinary commercial circumstances have allowed these contracts to close. The only change, as noted in paragraph 18 of the Petitioner's Response to the Receiver's application is that of timing and a realization that they may now have a shortfall (particularly with respect to their voluntary over-advances which, the LL Purchaser's state, are unsecured and rank in priority after them, if recoverable at all).

16. In other words, the Petitioner now wants a preference over the purchasers solely because of its own management of the loan it entered into, and over-advanced under in such a manner to increase its risk of recovery.

17. To quote *Romspen, supra,* if the Receiver acceded to such a suggestion, the Receiver would be in breach of its obligations to all the parties involved, and specifically by preferring the Petitioner to the prejudice of the purchasers.

The Missed Completion Date Does Not Mean the Contracts are at an End

18. The Petitioner takes the position that the contracts do not, in fact, have to be disclaimed because they are at an as there was either no expressed completion date, or an outside completion date.

19. The basis for this argument is not entirely clear. However, the LL Purchasers submit that the completion date in the contracts was for their benefit (these contracts under the *Real Estate Marketing Act* being such that they ought to be considered under a consumer protection lens), and was waived by the conduct of 098.

20. Notably, after the passing of the original completion date, 098 did not, at any time, give express notice that time was of the essence. This court has confirmed that:

> …. once the original completion date has passed, the law will imply a term that the sale be completed within a reasonable time, and that one party cannot unilaterally make time again of the essence by setting a new date for performance, at least without giving express notice that if the new date is not met, the party serving the notice will treat the contract as at an end.
>
> *Ambassador Industries Ltd. v. Kastens*,
> 2001 BCSC 484, at para. 18

21. This was reiterated by Mr. Justice Burnyeat in the previous Chandler decision:

> [90] Once a deadline for closing has been extended by the conduct of the parties even in the presence of a "time is of the essence" clause, the deadline must be reset with reasonable notice of the new deadline before a party can rely upon the failure to close by that date as a ground for treating the contract as being at an end or for permitting an action for specific performance. For time to be of the essence again, the person wanting a new date must specify a reasonable new completion date in such a manner that the other person would realize that he or she is now bound by the new date: ***Ambassador Industries v. Kastens***, [2001] B.C.J. (Q.L.) No. 825 (B.C.S.C.); ***Norfolk v. Aikens*** (1989), 1989 CanLII 245 (BC CA), 41 B.C.L.R. (2d) 145 (B.C.C.A.); and ***Abramowich v. Azima Developments Ltd.*** (1993), 1993 CanLII 1443 (BC CA), 86 B.C.L.R. (2d) 129 (B.C.C.A.).

22. Mr. Chandler and/or 098, despite being the party in those previous proceedings who would therefore understand the law in this respect, did not set any new date.

23. If time is not of the essence, then the passing of that date is not determinative. As such, even if 098 indicated that it *could not* complete, this would not result in a termination of the agreement. Rather the "innocent party", that being the purchasers, had the option to accept the repudiation and elect to treat the contract as terminated. If they did not, which they didn't in the case at bar, the contract remains effective and both parties remain subject to its provisions.

> *Re: League Assets Corp.*
> 2016 BCSC 2262, at para 34

24. In determining such an issue, the court can also consider the equities of the parties (which, again, would require a case by case analysis):

> 35 The law on the extension of contracts was dealt with by the British Columbia Court of Appeal in *Salama Enterprises (1988) Inc. v. Grewal* (1992), 66 B.C.L.R. (2d) 39 (B.C. C.A.), in which Mr. Justice Goldie for the majority of the Court quoted, at 43-44, from the judgment of Madam Justice Hetherington in *Landbank Minerals Ltd. v. Wesgeo Enterprises Ltd.*, [1981] 5 W.W.R. 524 (Alta. Q.B.), where she held that extensions must be determined in the context of the case:
>
> > The judgment of Madam Justice Hetherington in Landbank Minerals Ltd. v. Mesgeo Enterprises Ltd., [1981] 5 W.W.R. 524 (Alta.Q.B.) provides at pp. 530-535 a persuasive analysis and I would adopt this statement from p. 535 of her judgment:
> >
> > > I think that, where time is of the essence of an agreement and there is an extension of time for performance of an obligation under the agreement to a specified date, the effect of the extension on the essentiality of time must be determined in the context of the circumstances of the case. If there are circumstances which make it unjust or inequitable for a party to insist that time is of the essence, the court may refuse to give effect to this provision in the agreement. In the absence of such circumstances, however, the extension of time simply results in the substitution of a later date for the one stipulated in the agreement. I do not think that it in any way affects the provision in the agreement that time is of the essence.
>
> *Wanson (Bristol) Development Ltd. v. Bloor*
> 2014 BCSC 312, 2014

25. Here, at no time did 098 ever indicate an intention to not complete the contract, that it would be unable to complete the contract, or that it was treating the contract at an end.

26. Rather, 098 gave explanations for the delays (for example, the weather in 2016) and used those to appease the purchasers so that they remained ready, willing and able to complete their purchases and, in all likelihood, to induce them from demanding the return of their Deposits.

27. Each of the individual contracts and circumstances, with the dealings and representations of 098 being considered in respect of each, will have to be looked at to determine this issue. However, there is no basis at this stage for the court to determine that each of the contracts are at an end, solely because 098 did not complete them in a specific time frame.

In order to disclaim Contracts of Purchase and Sale, the Court must consider the equities

28. As noted above, the court cannot make a broad order to disclaim all contracts in the manner sought by the Petitioner, namely without looking at the circumstances of each agreement.

29. In response to the Receiver's Notice of Application, the Petitioner applies the wrong analysis, making the unsupported conclusion that equities are not to be considered by Receiver, and instead suggesting that it's only duty is to maximize realization. With respect, this is conflating the duties of the Receiver in two very different circumstances (a) the decision to disclaim a contract for sale and (b) the decision to accept a contract for a sale.

30. In the latter category, the maximization of realization is one (although not sole) of the paramount considerations of a Receiver who is acting under its power to market and sell assets. However, in the former category as is the case at bar the Receiver has, as noted above, a duty to all stakeholders and must consider the equities in order to avoid conferring an improper preference to one over the others.

31. In considering whether purchase agreements and leases could be terminated by a receiver in *Firm Capital Mortgage Fund v. 2012241 Ontario Limited*, Mr. Justice Morawetz specifically noted as follows:

> [31] With respect to the second issue, namely, whether the Receiver should be authorized to terminate purchase agreements and leases and be entitled to a vesting order that terminates the interest of parties to purchase agreements and leases, it is necessary for the Receiver to take into account equitable considerations of all stakeholders.
>
> [32] The remaining question is whether there are any "equities" in favour of the purchasers and lessees that would justify overriding first mortgagee's legal priority rights.
>
> *Firm Capital Mortgage Fund v. 2012241 Ontario Limited*
> 2012 ONSC 4816

32. In *Firm Capital*, the equities did not favour the purchasers because, in that case, they had a remedy whereby they would receive back their original deposits.

33. However, in the case of the LL Purchasers, their deposits are not available and their deposits are significant.

34. As noted by the court in *Bank of Montreal v. Probe Exploration* 2000 CanLII 28177 at para. 37 "The unequal treatment of the two parties imposed for the benefit of one of the parties or of the bank as its creditor would not, in my view, be equitable or fair".

35. Absent a declaration that the LL Purchasers have a purchaser's lien or trust in priority to the Mortgagees (another determination that requires a case by case analysis), the court would have to find that the equities are very much against these purchasers. There is nothing before this court that would enable such a finding to be made on a broad basis such as that suggested by the Petitioner.

Properties in which purchasers have a property interest cannot be set aside by this court.

36. Finally, the LL Purchasers submit that they have a property interest in the units they bought. Again, such a determination will also have to be made on a case by case basis having regard

to the contracts themselves, as well as the conduct of 098 that may estop it (and the Receiver) from asserting that the interest is not a proprietary one.

37. That a property interest can be created by contracts such as these has been confirmed by the Ontario Superior Court, after considering *bcIMC v. Chandler* and *CareVest,* where the Court noted as follows:

> [27] First, as I read these decisions, they do not actually stand for the proposition proposed by the applicant — that a party cannot obtain an interest in a lot in an unregistered plan of subdivision until it is created by registration of the plan because a court will not grant specific performance to require completion of the remaining work required to bring the lot into existence.

38. The Court then went on to distinguish various decisions (including *CareVest* and *bcIMIC* which are being relied upon by the parties herein), and applied the specific circumstances of that case, including the contractual terms, and found that the agreements did not "prevent" an interest in the lands from being created (at para 42).

In the Matter of 1565397 Ontario Inc.
2009 CanLII 32257

39. Later, where a property interest was created, the court confirmed that neither the Receiver nor the court had jurisdiction in respect of those interests.

> [68] First, it follows from the conclusion that the Undertaking created property interests in the Property in favour of the respondents, that 156 granted, and therefore no longer retained, such interests. Such interests in the Property reside in the respondents whose property is not subject to the receivership. In this respect, the present circumstances are similar to those in *Re Terastar Realty Corp.* (2005), 2005 CanLII 40553 (ON SC), 16 C.B.R. (5th) 111 (Ont. Sup. Ct.) and analagous to those in *2022177 Ontario Inc. v. Toronto Hanna Properties Limited* (2005), 2005 CanLII 39320 (ON CA), 203 O.A.C. 220 (C.A.) (in which, however, density rights were found not to be proprietary rights). As the receiver of 156, the applicant has taken possession of the property of the debtor only. <u>It cannot have taken possession of, or otherwise have any interest in, the respondents' interests in the Property, regardless of the terms of the Receivership Order because the Order extends only to the assets of 156. As such, the applicant has no authority under the Receivership Order to sell the interests of the respondents</u>. Nor does the Court have the authority to grant such an order in the absence of the appointment of a receiver over the respondents' property and assets.
>
> [emphasis added]

1565397 Ontario Inc., supra

40. In *St. James (Rural Municipality) v. Bailey (1957),* 1957 CanLII 442 (MB CA), 21 W.W.R. 1 (Man. C.A.), the court confirmed that an equitable interest arises upon a binding agreement for sale being entered into, such that the purchaser could not be trespassing on the property:

> When a binding agreement for sale of lands is entered into, the immediate effect of the contract is that the purchaser acquires an equitable estate in the land": *Remedies of Vendors & Purchasers*, McCaul, 2nd ed., p. 1; Rose v. Watson (1864) 10 HL Cas 672, 33 LJ Ch 385*; McKillop v. Alexander* (1912) 1912 CanLII 31 (SCC), 1 W.W.R. 871, 45 S.C.R. 551; *Thorn's Canadian Torrens System*, p. 129. (at para. 18)

41. While such a determination may be contingent upon the contract being specifically enforceable (as per *bcIMC supra*, at para 73), the LL Purchasers state that specific performance is available in the case at bar.

42. Once the occupancy permit is issued, the Unit could be conveyed.

43. In suggesting that the purchasers cannot compel specific the Petitioner overstates the work left to be done, relying upon the receivership costs as a basis to suggest that significant work is required. Leaving aside that the costs of the receivership are not the same as the costs to complete work, it is clear that the work left to be done is deficiency work, and mostly to common property.

44. Strata titles have been lifted and occupancy permits for the individual units granted. Accordingly, the units here could be conveyed and these contracts fully performed. To the extent that deficiency work, particularly to obtain the occupancy permit for common property, is not a bar to completion of the sale of the units.

45. Practically speaking, the sales could complete, the strata corporation formed in the ordinary course, and a special levy process used by them to complete that deficiency work.

Conclusion

46. For the reasons set out above, the LL Purchasers submit that there is no basis to make the order sought by the Petitioner for the broad disclaimer of every contract, for the sole reason to increase its realization and protect itself from its own lending practice and decision to over-advance.

47. Rather, each of the circumstances of each contract must be considered, including:

    a. Whether the contract creates a property interest, meaning that the Court has no jurisdiction over the unit;

    b. What contractual terms exist, and whether there were representations made by or on behalf of 098 that estop 098, and the Receiver standing in its shoes, from relying on any specific terms; and

    c. The prejudice to the purchasers who entered into contracts for the purchase of these units in good faith, paid a significant amount (if not all) of the purchase price, which can only be addressed by this Court finding of a trust interest and/or purchaser's lien in priority to the Mortgagees' particularly in respect of the amounts voluntarily over-advanced over the face value of the mortgages.

48. The LL Purchasers submit that on such an analysis many of their contracts will be found to be a property interest and, where there is no such interest, will require a determination as to

its right to purchaser's lien or constructive trust in priority to the Petitioner or other lenders, in order to consider and balance the equities.

Part 6: MATERIAL TO BE RELIED ON

49. Affidavit #1 of Sajal Jain, sworn February 22, 2018

50. Affidavit #1 of Karen Wright, sworn February 22, 2018

51. Affidavit #1 of Alice Linda Jensen-Stanley, sworn February 22, 2018

52. Affidavit #1 of Mohan Vilkhu, to be sworn

53. All other materials relied upon by the other interested parties to this application and such other materials as the LL Purchasers may advise.

The Petitioner estimates that the application will take **1 day**, the hearing of which has been set with trial scheduling.

This matter is **not** within the jurisdiction of a master. Madam Justice Fitzpatrick is seized of this matter.

Dated at the City of Vancouver, in the Province of British Columbia, this 23rd day of February, 2018.

Lawson Lundell LLP
Solicitors for the Proposal Trustee

The Respondents' address for service is:

c/o Lawson Lundell LLP
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Vancouver, BC V6C 3L2
(Attention: Kimberley A. Robertson)

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SCHEDULE "A"
(THE "LL PURCHASERS")

Purchaser(s) Name	**Unit**
Charanjit Dhillon	108
1403428 Alberta Inc.	110 114
Sangita Dale	116
1084165 B.C. Ltd. 1084164 B.C. Ltd	117
Sajal Jain Suparna Jain;	118
Babal Rani Bansal Sat Pal Bansal	201
1056835 B.C. Ltd Jaspal Mashiana	201
Sajal Jain Leena Jain	202
Charanjit Kaur Simran Virdi	205
1084322 B.C. Ltd Surjit Kaur Parmar Harbhajan Singh Parmar	209
Daljeet Kaur Gill Bhasham Kaur Gill	210
812 Capital Holdings Ltd.	211
Candice Liberatore	211
Parminder K Mann	212
1084165 B.C. Ltd. 1084164 B.C. Ltd.	213
Raymond Wai Hong Au Jluiana Swee May Au	213
Sajal Jain Leena Jain	214
1K Onkar Transport Ltd. 1083677 B.C. Ltd.	216 218
Christopher Brant Stanley	218
Mukhtiar Singh Nijjar Mohan Vilku	220
Kashmir Mander; Gurdeep Nijjer	220
Paramjit Gosal	221
Vasant Patel Damandeep Singh Cheema Kulbir Kaur Kehal	224
Jaspreet Singh Khatra	301

Catalyst Assets Corp. 0951019 B.C. Ltd.	304
Wonder Marble & Stone Inc.	307
David Wesley Stanley Alice Jensen Stanley	309
Intech Pay Ltd. 1086286 B.C. Ltd.	310
Harbans Malhi Gurdeep Malhi	310
Amandeep Singh Dhaliwal	311
Navpreet Kaur Hara	313
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RESPONDENT

RESPONSE TO NOTICE OF APPLICATION

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