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<p style="text-align: center;"><b>BRITISH COLUMBIA CORPORATION MANUAL SECOND EDITION Borden Ladner Gervais LLP Release 3, April 2026</b></p>
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This resource provides expert analysis of all recent changes in B.C. corporate legislation, as well as section-by-section commentary and comparisons between equivalent provisions of both the old and new Acts. It also features an extensive analysis of the latest court decisions, an up-to-date table of concordance linking both the new and old B.C. Acts to their equivalents in Canada, Ontario and Alberta, and related statutes and Regulations contained in the *Cooperative Associations Act*, *Securities Act*, *Small Business Venture Capital Act*, *Credit Union Incorporation Act*, *Financial Institutions Act* and *Society Act*.

### What's New in this Update

This release features updates to Appendix XVI. The Oppression Remedy in Appendix A. Analysis

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## Highlights:

- **The Oppression Remedy—Exclusion of Complainant from Decision Making and Involvement in Corporation**—The Court of Appeal noted that the judge concluded that Frank brought the claim for 13 months’ salary/compensation *qua* employee not *qua* shareholder based on her conclusion that the monthly payments were limited to work done. Again, she concluded that Frank and Tom were paid only for the work they performed as employees and not as stakeholders. No dividends were ever paid. Interpreting the reasons contextually and functionally, the Court of Appeal agreed with the respondents that the judge’s findings of oppressive conduct did not include Tom’s dismissal of Frank and failing to pay him more than 11 months’ salary. Framed broadly, Frank’s asserted reasonable expectations provided, with respect to his role in the business, that he would be a 50% “partner” and share equally in the value of the company and the profits; and Tom would act in Frank’s best interests and “certainly not in a manner hurtful to him”. While the second expectation could be read as encompassing not dismissing Frank, it had to be understood in the context of the fiduciary duty Tom owed to Cedar and the judge’s treatment of the dismissal. Although the judge outlined the conflicting accounts of the circumstances that led to the dismissal and appeared to take a dim view of Tom’s other evidence regarding payments he said were made to Frank after he was dismissed, she did not make a finding about the dismissal itself. In other words, she did not determine that Tom’s conduct in dismissing Frank was either wrongful or justified: *Giere Jr. v. Wescon Cedar Products Ltd.*, 2025 CarswellBC 1970, 2025 BCCA 239 (B.C.C.A.).
- **The Oppression Remedy—Failure to Comply with Corporate Governance Requirements**—The Court concluded that the Husband had established that he had a reasonable expectation that: (a) he would be consulted regarding management decisions of JJFF, and not be locked out of its bank account, email account, and mail box, and stripped of his ability to manage JJFF without authority; (b) he would receive proper and timely notice of JJFF shareholders’ meetings, and directors’ meetings when he was a director; (c) he would be provided with the financial information that as a director and/or shareholder he was entitled to receive; and (d) most importantly, he would hold 49% of the shares of JJFF and not be deprived of them without proper notice and authority. The respondents breached those reasonable expectations, and the failure to meet them was oppressive and unfairly prejudicial to the Husband’s interests as a shareholder within the meaning of the *BCA*. The wife’s father and the Wife took those steps to further their own personal interests. As for remedy, in the Court’s view, the appropriate order was to simply to make a declaration of oppressive and unfairly prejudicial conduct. The Husband had already accomplished his goal by the orders made in the family law action, although an order would also be made in this petition as well that the respondents caused JJFF to authorize payment of the Husband’s Share of the shareholders’ loans. Once the Husband’s Share of the money in trust is paid, the Husband no longer has an interest in JJFF. Justice Norel therefore declined to make orders that the Husband’s shares be restored to him, and that JJFF be wound up. Doing so would require a liquidator to be appointed

(s. 324(4) of the *BCA*) which would only reduce the money available to the spouses. Further, because the slaughter licence was in the name of JJFF, the Wife had an interest in maintaining JJFF. JJFF did not have any assets except the money remaining in trust after the Husband's Share was paid: *Adair v. Baryla*, 2025 CarswellBC 932, 2025 BCSC 565, 2025 A.C.W.S. 1717 (B.C.S.C.).