

**Overview Report:  
Paul Jin debt enforcement against BC real estate**

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# 1. INTRODUCTION

1. This overview report provides a summary of loans issued by Paul King Jin (“Jin”) to individuals in the Lower Mainland, which were collateralized through mortgages and/or enforced using civil claims and charges placed against properties owned by the borrowers or their immediate family members. By reference to documents collected through open source research or by way of production to the Commission by participants, we were able to connect most of the borrowers to often extensive gambling activities in British Columbia casinos, both legitimate and underground, and, in some cases, to casinos located overseas.

2. This overview report is divided into four parts:

- a. Part 1 presents the Notices of Civil Claim (“NOCCs”) or foreclosure petitions filed by Jin or his wife, Xiao Qi Wei (“Wei”), as well as the mortgages filed by Jin, Wei and companies under their apparent control against BC properties.
- b. Part 2 summarizes the content of the claims, setting out the claims made by the plaintiffs and the similarities between the filings.
- c. Part 3 connects the borrowers and other defendants named in the NOCCs to known gambling activity, and, where applicable, to large cash transactions in BC casinos.
- d. Part 4 provides a summary of recent mortgage-lending activity by entities associated with Jin, namely two mortgages issued by companies directed by Wei and by Jin’s son, Jesse Xin Jia.

3. This overview report takes no position on the truth of the claims made in the various court filings summarized.

## 2. PAUL KING JIN MORTGAGES AND CIVIL CLAIMS

### A. BC Supreme Court Proceedings

4. The NOCCs and petitions listed below were identified through searches of the Court Services Online database for cases naming Jin or Wei as a party. Lawsuits that are not related to private lending (e.g. motor vehicle actions) have not been included.



BCSC File number	Plaintiff/ Petitioner	Defendant/ Respondent	Date filed	Amount claimed <sup>1</sup>	CPL <sup>2</sup>	Law firm for plaintiff/petitioner
130346 (Appendix 1)	Paul Jin	Hai Bing Dai, Wen Jun Jiang	16/01/2013	\$500,000 <sup>3</sup>	Y	Wallace M Wong & Co
136457 (Appendix 2)	Paul Jin	Wei Guo Chen	27/08/2013 (amended 17/04/2015)	\$892,500	Y	Guo Law Corp, Zachary Ng; Barrister and Solicitor
136760 (Appendix 3)	Paul Jin	Wei Guo Chen	10/09/2013	\$500,000	Y	Guo Law Corp
137023 (Appendix 4)	Paul Jin	Yafen Chen, Weiming Chan <sup>4</sup> , Youting Chen	19/09/2013	\$660,000	Y	Wallace M Wong & Co
131403 <sup>5</sup> (Appendix 5)	Paul Jin	Daqing Wang <sup>6</sup> , Xiao Ju Guan <sup>7</sup>	29/11/2013	\$750,000	Y	Guo Law Corp
140079 <sup>8</sup> (Appendix 6)	Paul Jin, Xiao Ju Guan	Daqing Wang	17/01/2014	\$750,000 <sup>9</sup>	N	Guo Law Corp
142623 <sup>10</sup> (Appendix 7)	Chujun Xiang	Paul Jin, Xiao Qi Wei, Jiexi Zhao	04/04/2014	\$70,000	n/a	Bernard Lau for Xiang; pleadings claim Guo Law Corp acted for Jin on mortgage transaction
146494 (Appendix 8)	Xiao Qi Wei	Hong Yan Zhang, Shi Jie Qu	20/08/2014	\$570,000	Y	Zachary Ng, Barrister and Solicitor
151858 <sup>11</sup> (Appendix 9)	Paul Jin	Daqing Wang	05/03/2015	\$300,000	Y	Wallace M Wong & Co
152698 (Appendix 10)	Paul Jin	Jiang Bo Zhang, Ru Bing Shen	31/03/2015	\$405,000	Y	Zachary Ng, Barrister and Solicitor
154010 (Appendix 11)	Paul Jin	Yi Tong Xu, Hai Yan Liu	15/05/2015	\$250,000	Y	Zachary Ng, Barrister and Solicitor
154011 (Appendix 12)	Paul Jin	Tian Yong Zhang, Yu Ting Pang	15/05/2015	\$50,000	Y	Zachary Ng, Barrister and Solicitor
154354 (Appendix 13)	Paul Jin	Fu Xing Wu, Cui Li	27/05/2015	\$300,000	Y	Zachary Ng, Barrister and Solicitor
154355 (Appendix 14)	Xiao Qi Wei	Hua Feng, Cheng Li <sup>12</sup>	27/05/2015 (amended 8/05/2017)	\$1 million	Y	Zachary Ng, Barrister and Solicitor

<sup>1</sup> Exclusive of interest and costs

<sup>2</sup> This column indicates whether a certificate of pending litigation ("CPL") was filed.

<sup>3</sup> The NOCC claims that the loan was interest-free.

<sup>4</sup> The NOCC names "Weiming Chan" as a co-defendant, noting that she is the wife of Yafen Chen. In a response to the claim, the defendant notes that her name is Weiming Chen.

<sup>5</sup> Appendix 5, Foreclosure Petition

<sup>6</sup> There are three separate actions by Jin naming Daqing Wang as a defendant. Daqing Wang is also noted as the borrower on a loan from Jin secured by mortgage in section 2.B., below.

<sup>7</sup> Respondent Xiao Ju Guan held an 8/15ths interest in the mortgage. .

<sup>8</sup> Foreclosure petition relating to mortgage registered at CA2985493 (see below section 2B).

<sup>9</sup> Same debt as file 131403 and file 151858

<sup>10</sup> The plaintiff of this claim alleged that a friend of his owed Jin a gambling debt, which Jin sought to enforce against the plaintiff's property.

<sup>11</sup> Claim filed to recover remaining debt following the sale of another property owned by Daqing Wang (see files 131403, 140079)

<sup>12</sup> Cheng Li was not a defendant in the amended claim. Li was described in the initial NOCC as the "aunt of the defendant Feng". As a response to that claim states, Li is not a woman, and was the owner of 9840 Greenlees Road, which was rented by Feng's father.

BCSC File number	Plaintiff/ Petitioner	Defendant/ Respondent	Date filed	Amount claimed <sup>1</sup>	CPL <sup>2</sup>	Law firm for plaintiff/petitioner
155331 (Appendix 15)	Xiao Qi Wei	Yuqing (Canada) Enterprises Co Ltd	29/06/2015	n/a <sup>13</sup>	Y	Zachary Ng, Barrister and Solicitor
156710 (Appendix 16)	Paul Jin	Jia Gui Gao	17/08/2015	\$2.3 million	Y	Zachary Ng, Barrister and Solicitor
164148 (Appendix 17)	Paul Jin	An Qi Zhang	09/05/2016	\$80,000	Y	Zachary Ng, Barrister and Solicitor
165528 (Appendix 18)	Paul Jin	Xiao Bing Liu	16/06/2016	\$2.68 million	N	Zachary Ng, Barrister and Solicitor
168205 (Appendix 19)	Paul Jin	Pi Long Sun, Ying Wang	07/09/2016	\$600,000	N <sup>14</sup>	Zachary Ng, Barrister and Solicitor
168302 (Appendix 20)	Paul Jin	Xue Shi Wang	09/09/2016	\$400,000	N	Zachary Ng, Barrister and Solicitor
174286 (Appendix 21)	Paul Jin	Weijie Li, Shu Ping Liu <sup>15</sup>	08/05/2017 (amended 12 May 2017)	\$200,000	Y	Wallace M Wong & Co
184259 (Appendix 22)	Paul Jin	Jia Gui Gao	30/03/2018	\$8 million	N	Zachary Ng, Barrister and Solicitor

## B. Mortgages

5. The mortgages listed below were identified through searches of the Land Title Survey Authority ("LTSA") database for active and cancelled charges held by Jin or Wei. Certificates of Pending Litigation and judgments have not been included here (they are referenced in the preceding table).

Charge number	Lender	Borrower	Date	Principal amount	Interest rate	Term	Law firm
CA2985493 <sup>16</sup> (Appendix 23)	Paul Jin	Daqing Wang	06/02/2013	\$750,000	2.99%	On demand	Guo Law Corp
CA3211764 (Appendix 24)	Paul Jin	Chujun Xiang	02/07/2013	\$30,000	40%	On demand	Guo Law Corp
CA3978265 (Appendix 25)	Paul Jin	An Qi Zhang	24/09/2014	\$60,000	n/a	3 mo.	Guo Law Corp
CA4327706 (Appendix 26)	Paul Jin	Hua Feng	09/04/2015	\$110,000	5%/mo.	1 mo.	Guo Law Corp
CA4356217 (Appendix 27)	Xiao Qi Wei	Yulan Cheng <sup>17</sup>	24/04/2015	\$1 million	12%	1 yr.	Guo Law Corp
CA4412834 (Appendix 28)	Xiao Qi Wei	Chuan Sheng Liu	22/05/2015	\$1.2 million	3.5%/mo.	3 mo.	Guo Law Corp

<sup>13</sup> Unspecified damages and costs. This case is related to the \$1 million debt pursued by Xiao Qi Wei in BCSC Action No. 154355.

<sup>14</sup> An injunction (charge CA6366019) was filed against the property on October 12, 2017 and a judgment (charge CA7178322) was registered against the property on November 7, 2018.

<sup>15</sup> Jin's NOCC states that Weijie Li is a businesswoman and Shu Ping Liu is a businessman. BCLC documents (see Section 3) show that contrary to the claim, they are male and female, respectively.

<sup>16</sup> On April 3, 2013, a \$400,000 interest in the mortgage (i.e. a 400/750 share) was transferred to Xiao Ju Guan (charge CA3060953)

<sup>17</sup> Li Lin Sha, spouse, was the covenantor on the mortgage.

Charge number	Lender	Borrower	Date	Principal amount	Interest rate	Term	Law firm
CA5031739 (Appendix 29)	Paul Jin	Jia Gui Gao	08/03/2016	\$8 million	15%	6 mo.	Zachary Ng, Barrister and Solicitor
CA5986431 (Appendix 30)	Xiao Qi Wei	Mengfan Tan	10/05/2017	\$300,000	2%/mo.	2 mo.	Guo Law Corp
CA6334674 (Appendix 31)	Xiao Qi Wei	Mengfan Tan	28/09/2017	\$125,000	4%/mo.	6 mo.	Guo Law Corp

### 3. REVIEW OF CLAIMS

6. The following table summarizes the contents of the NOCCs and petitions with respect to the alleged loans, including the stated purpose of any loan alleged to have been made. The below draws on the originating pleadings as well as affidavits filed in the proceedings, where available.

Stated purpose of loan	Response (if any)	Status/outcome
<b>Jin v. Jiang, BCSC Action No. 130346 (Appendix 1)</b>		
<p>The claim states the funds were to be used “to build a house on a property they owned, to pay for living expenses, and to pay back a line of credit secured by their residence, 8223 French Street ... Jin believes the Loan Amount was used for these purposes, including particularly to improve, maintain, and fully acquire or re-acquire their interest in French Street”</p> <p>The \$500,000 loan was said to have been made December 14, 2012, repayable December 31 but extended to January 8, 2013.</p> <p>In an affidavit made May 22, 2014, Jin stated that he gave Jiang \$800,000 in cash in December 2012, by way of cash and bank drafts, which Jiang told him would be used for the purpose of renovations. Jin said he later observed renovations at the residence.<sup>18</sup></p>	<p>In the response to civil claim, Hai Bing Dai denied signing any promissory note, or using Jin’s money to renovate, maintain or build her property. She claimed to have been divorced from the defendant Jiang at the time she purchased the property.<sup>19</sup></p> <p>In an affidavit filed in the action by a person identifying himself as a friend of the defendant Hai Bing Dai, it was stated that Ms. Dai said that she purchased the property with her own funds in 2009, two years after her divorce from the defendant Jiang, and that she was the sole registered owner. She denied knowing the plaintiff or ever having borrowed money from him. She denied having signed any promissory note.<sup>20</sup></p>	<p>Consent dismissal (15/08/2016)</p> <p>(Appendix 1d)</p>
<b>Jin v. Wang (Daqing), BCSC Action No. 131403<sup>21</sup> (petition) (Appendix 5)</b>		
<p>The purpose of the \$750,000 loan is not stated in the mortgage documents nor the petition for foreclosure.</p> <p>In an affidavit made March 22, 2016, Mr. Jin provided a copy of a promissory note dated</p>	<p>No response filed.</p>	<p>No subsequent filings (property sold on 27/02/2015)</p>

<sup>18</sup> Appendix 1b, Affidavit of Paul King Jin, made May 22, 2014 in BCSC S130346

<sup>19</sup> Appendix 1a, Response to Civil Claim in BCSC Action No. S130346

<sup>20</sup> Appendix 1c, Affidavit of David Yue made May 7, 2014 in BCSC S130346

<sup>21</sup> Appendix 5, Foreclosure petition

Stated purpose of loan	Response (if any)	Status/outcome
February 1, 2013 in respect of what appears to be an additional loan made around the same time. The promissory note states, in part: "These borrow money for the real estate expansion and decoration." <sup>22</sup>		
<b>Jin v. Chen (Wei Guo), BCSC Action No. 136457 (Appendix 2)</b>		
<p>The NOCC filed August 27, 2013 alleges Chen borrowed \$892,500 from Jin on July 25, 2013, repayable August 5, 2013, to purchase a property.</p> <p>An amended NOCC filed April 17, 2015 removes the reference to a purchase of property and states the loan was secured by way of a promissory note and that the defendant's property was provided as security.</p>	None filed.	<p>Amended claim filed 17/04/2015</p> <p>No subsequent filings</p>
<b>Jin v. Chen (Wei Guo), BCSC Action No. 136760 (Appendix 3)</b>		
In a NOCC filed two weeks after the claim in BCSC S136457, Jin claimed Chen borrowed \$500,000 for "renovation of the property and purchase of the material for the renovation". The loan was said to be secured by a promissory note dated August 5, 2013 and was repayable August 20, 2013.	None filed.	Last filing was a Notice of Intention to Act in Person, filed on 16/10/2013
<b>Jin v. Chen (Weiming), BCSC Action No. 137023 (Appendix 4)</b>		
<p>The NOCC pleads that the defendants told Jin the funds were to be used "to purchase materials for use for renovations on the Defendants Chen and Chan's property at 9520 Capella Drive".</p> <p>The NOCC also states: "The Plaintiff believes the Loan Amount was applied to Defendant's property at 9520 Capella Drive, Richmond, B.C. for the purchase, maintenance, use or improvement of the same".</p> <p>The loan of \$660,000 was made July 1, 2013 and was to be repaid by August 15, 2013. It was said to have been recorded by way of promissory notes.</p>	In their response to civil claim, the defendants denied borrowing money for a renovation. The response stated Weiming Chen met Jin at a casino in Richmond. Weiming Chen admitted to borrowing approximately \$100,000 from Jin while gambling, and that the loans were made at a weekly interest rate of \$5,000. <sup>23</sup>	<p>Respondents filed an application (15/06/2020) seeking enforcement of an interlocutory order for costs incurred by the defendants, and production of documents. An adjournment the following month (15/07/2020). No subsequent filings.</p> <p>(Appendices 4b, 4c)</p>

<sup>22</sup> Appendix 9c, Affidavit of Paul Jin made March 22, 2016, in BCSC Action No. S151858 at Ex. A

<sup>23</sup> Appendix 4a, Response to Civil Claim in BCSC Action No. S137023

Jin v. Wang, BCSC Action No. 140079 <sup>24</sup> Jin v Wang (petition) (Appendix 6)		
Not stated (mortgage CA2985493)  In an affidavit filed September 24, 2014, Mr. Jin stated that he loaned Mr. Wang \$750,000 in or about January 2013. <sup>25</sup>	In a response to BCSC Action No. 151858, Mr. Wang admitted to borrowing \$750,000 from Jin on or about February 5, 2013, which was documented by the registration of a mortgage. <sup>26</sup>	Judgment in favour of Jin entered January 12, 2015. <sup>27</sup>
Xiang v. Jin, Wei and Zhao BCSC Action No. 142623 (Appendix 7)		
The plaintiff claimed that he provided a guarantee to Paul Jin on a \$30,000 loan given by Jin to the defendant Zhao, and also provided security for this loan by way of mortgage over Xiang's property. Xiang pleads Jin advanced \$30,000 to Zhao in cash at the Water Cube spa on June 27, 2013. Xiang claims that Zhao later borrowed a further \$40,000 from Jin, and that Jin made demands of Xiang to repay the entire \$70,000. Xiang claims that he was compelled under duress arising "from threats of physical violence made by the Defendant Paul and undue influence exerted by the Defendant [Zhao]" to transfer his property to Xia Qi Wei and to acknowledge a debt to her of \$120,000. Although Xiang does not state the purpose of the loan, he pleads that he and Zhao were friends and frequented various gambling establishments thereafter.	None filed.	Order for substituted service on Jin and Wei made July 24, 2014. <sup>28</sup>
Wei v. Zhang (Hong Yan), BCSC Action No. 146494 (Appendix 8)		
The NOCC claims the funds were advanced for "construction and renovation on the Properties; and purchase of materials incidental thereto". The NOCC identifies three real properties and seeks CPLs against all three.  In a November 17, 2014 affidavit made by Jin, he claimed \$570,000 was loaned by his wife to the defendants on May 2 and 10, 2014. The loans are stated to have been due on June 10, 2014. <sup>29</sup>  In a second affidavit made December 14, 2014, Jin stated that Zhang and Qu expressed to him their desire to "upgrade their real estate holdings". Jin explained that he did not have the money, but that his wife,	In two affidavits the defendant Zhang claimed she did not know the plaintiff. Ms. Zhang stated she had no intention to renovate any of her properties in 2014. <sup>33</sup> In an affidavit made November 11, 2015, Hong Yan Zhang she had never met Paul Jin, and that she had never requested funds from Jin or Wei, or signed any promissory note. She stated that both her signatures and those of her former spouse on the promissory notes were forged. She claimed to have separated from the defendant Qu in February 2013.  Ms. Zhang stated she fled to China in May 2014 after being told by her former spouse that he "owed a lot of money to	The CPLs were discharged by order of the court on January 29, 2016. <sup>35</sup>  Default judgment for \$570,000 plus interest and costs (21/12/2017)  (Appendix 8g)

<sup>24</sup> Appendix 6, Foreclosure petition, BCSC Action No. 140079

<sup>25</sup> Appendix 6a, Affidavit #2 of Paul King Jin in BCSC Action No. H-140079, made September 24, 2014

<sup>26</sup> Appendix 9b, Response to Civil Claim in BCSC Action No. S151858

<sup>27</sup> Appendix 6b, Consent Order in BCSC Action No. S151858

<sup>28</sup> Appendix 7a, Order After Application made July 22, 2014 in BCSC Action No. S142623

<sup>29</sup> Appendix 8a, Affidavit #1 of Paul King Jin in BCSC Action No. S146494, made November 17, 2014

<sup>33</sup> Appendix 8e, Affidavit #1 of Hong Yan Zhang made November 13, 2014, 2015 in BCSC Action No. S146494

<sup>35</sup> Appendix 8g, CA5176321



<p>Wei, might be willing. He disputed that the defendants were separated, and said Zhang participated in the discussions about the loans.<sup>30</sup></p> <p>The affidavit #1 Amy Lee, translator, filed in the action on December 15, 2014 attaches a promissory note and translation. The promissory provides that \$100,00 was loaned to the defendants on May 2, 2014, secured by a property on Laburnum Street in Vancouver, for the purpose of making renovations.<sup>31</sup> A further affidavit of Amy Lee made December 15, 2014 attaches a promissory note and translation of same dated May 10, 2014. The promissory note states that \$470,000 was loaned to the defendants on May 10, 2014, secured three properties. The note contains the same language about use of the funds for renovations.<sup>32</sup></p>	<p>drug dealers". She claimed that her homes in Richmond had the windows broken on several occasions in May and August 2014 and red paint splashed all over the front door. A note was left that said "repay your debt" Zhang states the August 2014 incident occurred two days before this action was commenced. Zhang stated that she believed the plaintiffs [sic] were conspiring with the vandals and were pursuing a "groundless lawsuit based on forgeries".<sup>34</sup></p>	
Jin v. Wang, BCSC Action No. 151858 (Appendix 9)		
<p>Jin claims he loaned \$300,000 to Wang on February 1, 2013 for "renovations of the defendant's property. The loan was due after one year.</p> <p>In an affidavit made March 21, 2016, Mr. Jin provided a copy of a promissory note dated February 1, 2013. The promissory note states, in part: "These borrow money for the real estate expansion and decoration."<sup>36</sup></p>	<p>In a response to civil claim filed April 13, 2015, Mr. Wang denied borrowing \$300,000 from Jin, and asserted the signature on the promissory note was a forgery. He specifically denied borrowing money for the renovation of his property. He admitted to having borrowed \$750,000 from Jin, secured by a mortgage (see BCSC Action No. H-140079).<sup>37</sup></p>	<p>Dismissed without costs - Consent order (23/04/2018)</p> <p>(Appendix 9c)</p>
Jin v. Zhang (Jiang Bo), BCSC Action No. 152698 (Appendix 10)		
<p>The NOCC states that the \$405,000 loan was made on or about November 26, 2014 for "construction and renovation on the Property; and purchase of materials incidental thereto". The loan was due March 6, 2015.</p> <p>In an affidavit made September 23, 2015, Jin states that he provided Zhang \$200,000 in cash, at his office, on November 16, 2014. He states that his wife, Wei, provided Zhang</p>	<p>In an amended response filed September 15, 2015, Ru Bing Shen denied borrowing from Paul Jin, and never discussed construction or renovation on her property with him. She asserts that the promissory note is a forgery.<sup>39</sup></p> <p>In an affidavit supporting an application for summary judgment, the defendant</p>	<p>The action as against Ru Bing Shen was dismissed on September 30, 2015.<sup>42</sup></p> <p>Order on application to renew amended NOCC and serve the defendant by alternative means</p>

<sup>30</sup> Appendix 8b, Affidavit #2 of Paul King Jin, made December 15, 2014 in BCSC Action No. S146494

<sup>31</sup> Appendix 8c, Affidavit #1 of Amy Lee made December 15, 2014 in BCSC Action No. S146494

<sup>32</sup> Appendix 8d, Affidavit #2 of Amy Lee made December 15, 2014 in BCSC Action No. S146494

<sup>34</sup> Appendix 8f, Affidavit #2 of Hong Yan Zhang made November 11, 2015 in BCSC Action No. S146494

<sup>36</sup> Appendix 9b, Affidavit of Paul Jin made March 22, 2016, in BCSC Action No. S151858 at Ex. A

<sup>37</sup> Appendix 9a, Response to Civil Claim filed April 13, 2015 in BCSC Action No. S151858

<sup>39</sup> Appendix 10a, Amended Response to Civil Claim in BCSC Action No. S152698

<sup>42</sup> Appendix 10e, Order after Application in BCSC Action No. S152698

<p>with a further \$205,000 in cash on November 26, 2014. The loans were secured by way of a promissory note. Jin acknowledges attending at Shen's home to speak to her about the loan, but denies attending with 5 men with shaved heads. Jin asserts that Shen was aware of the loan. Jin states in the affidavit that he is in the business of private lending.<sup>38</sup></p>	<p>Ru Bing Shen stated that she had never met the plaintiff before May 2015 and that she never borrowed money from him. Shen denied signing any receipt of a loan. Shen related that on May 29, 2015, she found 5 men waiting outside her residence. One introduced himself as Paul Jin, and said that he was looking for her husband as he owed Jin money for gambling debts. Shen felt threatened and as a result removed from the residence with her children. She wished to sell the property but could not as a result of the CPL.<sup>40</sup></p> <p>In an affidavit made September 25, 2015, Mr. Zhang stated:</p> <p>I met the Plaintiff [Jin] at the Water Cube massage parlour on November 16, 2014. I was introduced to the Plaintiff by an acquaintance, whom I met at a casino. The acquaintance knew that I was seeking money with which to gamble. I knew that Mr. Jin was a loan shark and there would be high rates of interest when I borrowed money from him ... The Plaintiff provided me with \$200,000 cash on November 16, 2014 ... I never told Mr. Jin that the money was for household renovations, or anything similar to that ... The Plaintiff knew that I was going to use the money for gambling purposes as I told him so. He also advised me that there would be interest of \$5,000 every ten days on a loan of \$200,000. This would equal an interest rate of about 91%."</p> <p>Zhang says he signed a loan document and put his ex-wife's (Ru Bing Shen) name on it. The document stated the loan was for \$405,000, and Zhang says Jin explained the additional amount was in respect of interest owing. He stated "I knew that I was borrowing money from a loan shark for me to gamble and the Plaintiff that that he was lending me the money so that I could gamble."<sup>41</sup></p>	<p>(12/05/2017). No subsequent filings.</p> <p>(Appendix 10e)</p>
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<sup>38</sup> Appendix 10b, Affidavit #1 of Paul King Jin made September 23, 2015 in BCSC Action No. S152698

<sup>40</sup> Appendix 10c, Affidavit of Ru Bing Shen made August 28, 2015 in BCSC Action No. S152698

<sup>41</sup> Appendix 10d, Affidavit of Jian Bo Zhang, made September 25, 2015 in BCSC Action No, S152698

Jin v. Xu, BCSC Action No. 154010 (Appendix 11)		
The NOCC claims a loan of \$250,000 was made April 18, 2015 for "construction and renovation on the Dunbar Property; and purchase of materials incidental thereto". The loan was due May 25, 2015.	None filed.	Consent dismissal order (10/06/2015)  (Appendix 11a)
Jin v. Zhang (Tian Yong), BCSC Action No. 154011 (Appendix 12)		
The NOCC claims the defendants borrowed money several times from Jin starting in November 2012. A loan of \$50,000 was made April 14, 2015 for "construction and renovation on the 4 <sup>th</sup> Avenue property; and purchase of materials incidental thereto", which loan was due May 14, 2015.	None filed.	Discontinued on request of plaintiff (04/10/2018)  (Appendix 12a)
Jin v. Wu, BCSC Action No. 154354 (Appendix 13)		
The NOCC claims Jin loaned the defendants \$300,000 on April 14, 2015 for "construction and renovation on the Williams Rd. Property; and purchase of materials incidental thereto". The loan was due May 14, 2015.	The defendants filed a response denying the loan as pleaded, but admitting that Wu met Jin at the River Rock Casino and had borrowed from Jin in order to gamble. Wu pled that he borrowed \$100,000 in cash from Jin at the casino on January 20, 2015; \$50,000 in cash on January 30, 2015; and a further \$150,000 in cash on April 14, 2015. Wu claimed he had paid Jin \$40,000 in interest, at a rate of 120% per annum. Wu denied that construction and renovation on his property were ever discussed, and asserted the funds were used for gambling. He pled that the loans were unsecured and that the pleaded connection to the defendant's property was a fabrication. <sup>43</sup>	Defendants filed a response to claim on 19/06/2015, then appointed or changed their solicitor on 15/01/2016. No subsequent filings.
Wei v. Feng, BCSC Action No. 154355 (Appendix 14)		
The NOCC claims that \$1,000,000 was loaned to the defendants by Wei on April 2, 2015 for "construction and renovation on the Greenlees Rd. Property; and purchase of materials incidental thereto". The loan was due May 2, 2015.	In a response filed by one of the defendants, Cheng Li, it was pled that Li was not the aunt of the other defendant as pled, but rather a man and not a relation at all. <sup>44</sup>  Hua Feng, in an affidavit made June 22, 2015, stated Cheng Li was his landlord and that Feng had no interest in the Greenlees property. He stated that he did not borrow money from Wei, and that he had no dealings with Mr. Li in respect of construction or renovation of the Greenlees property. Mr. Feng stated that he put Mr. Li's name on the promissory notes without Mr. Li's knowledge. Mr. Feng stated that the alleged loan was a gambling debt that	CPL as against Cheng Li property discharged July 7, 2015, with special costs. Action discontinued as against Cheng Li on August 20, 2015, with special costs. <sup>47</sup>  Plaintiff filed a notice of intention to proceed and an amended NOCC on 08/05/2017.

<sup>43</sup> Appendix 13a, Response to Civil Claim filed June 19, 2015 in BCSC Action No. S154354

<sup>44</sup> Appendix 14a, Response to Civil Claim filed June 22, 2015

<sup>47</sup> Appendix 15b, Affidavit of Jia Bao Feng made October 6, 2015, in BCSC Action No. S155331, Exhibit L, p. 67



	<p>Mr. Jin said Feng had incurred on an internet gambling site, which Feng disputed.<sup>45</sup></p> <p>In reasons allowing Mr. Li's application to set aside the CPL, and granting special costs of the application, Mr. Justice Rodgers held with respect to the stated purpose of the loan:  "Furthermore...to the extent, rather, that the notice of civil claim assert a claim in trust for an interest in the land, the notice of claim stipulates that the funds advanced, some \$1 million, were to be used for the construction and renovation of the Greenlees property and the purchase of materials incidental thereto. That's what the notice of claim says. Mr. Jin's affidavit, which again, is the only evidence in support of the allegations set out in the notice of civil claim. Is to the contrary. In fact, Mr. Jin says that the money was loaned to Mr. Feng alone to support his gambling habit.<sup>46</sup></p>	
<b>Wei v. Yuqing (Canada) Enterprises Co Ltd, BCSC Action No. 155331 (Appendix 15)</b>		
<p>This was an action seeking damages for the company's failure to provide a mortgage against property owned by the company. The claim states that the promise to register a mortgage was given for consideration, but it does not identify that consideration.</p> <p>This claim was filed one month after the claim against Hua Feng and Cheng Li, BCSC Action No. 154355</p> <p>In an affidavit made November 19, 2015, Jin claimed that he was a member of a private lending business, and that he at times loaned out his money, at time that of his associates. He claimed that he acted for his wife, Wei, in his transaction with Hua Fen, who Jin stated was one of his long-standing clients. He stated that Hua Feng provided 3 promissory notes in April 2015 to secure a debt to Wei of \$1.3 million.</p> <p>The promissory notes attached to the affidavit contain language indicating the loans are "for the real estate expansion and decoration. And for the purchase of all decoration materials used".</p>	<p>In an affidavit made in the proceeding, Hua Feng denied owing Wei or Jin any money. He claimed he signed the promissory notes and mortgage documents under duress, and did not understand them.<sup>49</sup></p>	<p>Dismissed in favour of defendant (28/01/2016).</p> <p>(Appendix 15d)</p>

<sup>45</sup> Appendix 15a, Affidavit of Hua Feng in BCSC Action No. S155331, made September 18, 2015, Ex. B

<sup>46</sup> Appendix 15b, Affidavit of Jia Bao Feng made October 6, 2015, in BCSC Action No. S155331, Exhibit L, p. 66

<sup>49</sup> Appendix 15a, Affidavit of Hua Feng made September 18, 2015 in BCSC Action No. S155331.

<p>In the same affidavit. Jin stated loaned Hua Feng \$500,000 by way of cash and bank transfers, and that the remainder was transferred by Jin into Hua Feng's internet gambling accounts. Jin stated that the transfers were made in China, in yuan, by business partner acting on Jin's behalf.<sup>48</sup></p>		
<p><b>Jin v. Gao, BCSC Action No. 156710 (Appendix 16)</b></p>		
<p>The NOCC pleads that since about October 2014, Jin provided Gao with loans from time to time, further to Gao's stated need for "additional capital for his real estate projects".</p> <p>The NOCC also states, "However, the Plaintiff is also aware that on occasions the Defendant spent the money lent to him on gambling and women".</p> <p>As of June 7, 2015, Jin claimed the defendant had accumulated a debt of \$2,300,000 to Jin. Jin had Gao sign a promissory note on June 7, 2015 that provided the loan was to be repaid by July 6, 2015, and that Gao must "use the loan for the purposes of construction and renovation, and purchase of materials incidental thereto".</p>	<p>None filed.</p>	<p>No subsequent filings.</p>
<p><b>Jin v. Zhang (An Qi), BCSC Action No. 164148 (Appendix 17)</b></p>		
<p>The NOCC claims that Zhang borrowed \$140,000 in a series of loans from Jin between September 24, 2014 and October 2014. The loans were secured by way of promissory notes, a mortgage over the defendant's property, and a power of attorney giving Xiao Qi Wei authority to deal with the defendant's property. Some of the loans were said to be due October 28, 2014. The NOCC claimed only in respect of \$80,000 of loans given.</p> <p>In an affidavit made April 24, 2016, Sepehr Motevalli<sup>50</sup>, who described himself as a close family friend of Jin, stated that in September 2014, he was present when Mr. Zhang came to Jin's office at the Water Cube spa and took cash from Jin after signing a piece of paper.</p>	<p>In his response, Zhang admitted to borrowing some money from Jin, including \$60,000 and another \$20,000 in September 2014. He denied borrowing further funds. He agreed that he had signed a loan agreement, but denied signing a promissory note. He claimed Jin demanded an interest payment equivalent to approximately half the amount loaned.<sup>52</sup></p>	<p>CPL cancelled by way of consent order made 23/06/2016, subject to the defendant paying Jin \$80,000 and paying \$10,000 as security into court.</p> <p>(Appendix 17c)</p>

<sup>48</sup> Appendix 15d, Affidavit #1 of Paul King Jin made November 19, 2015 in BCSC Action No. S155331

<sup>50</sup> Sepehr Motevalli was convicted in October, 2018 for carrying a loaded, prohibited firearm without a license or authorization. He had been carrying the gun in a satchel while at a pizza restaurant in Richmond with a person "described in the evidence as the wife of a man the RCMP were investigating for possible money-laundering crimes": *R. v. Motevalli*, 2019 BCSC 162.

<sup>52</sup> Appendix 17a, Response to Civil Claim in BCSC Action No. 164148

<p>Mr. Motevalli stated that the cash was taken out of a plastic grocery bag by Jin, that it was bounds in bundles, each bundle consisting of five stacks of \$20 bill bound with rubber bands. Mr. Motevalli estimated that “due to the way the bundles and stacks were put together”, the amount was \$20,000. Mr. Zhang carried the bundles of cash out in a plastic bag.</p> <p>Several days later, Mr. Zhang returned to the Water Cube, signed a piece of paper, and took a bundle of bills that Jin retrieved from a plastic grocery bag.<sup>51</sup></p>		
<b>Jin v. Liu, BCSC Action No. 165528 (Appendix 18)</b>		
<p>Jin pleads that he loaned Liu \$2.68 million in December 2015 to be repaid at most within two months. The claim does not state a purpose for the loan.</p>	<p>In a response to civil claim, Liu denied knowing Jin or having received any loan from him. He pled that in December 2015 he attended at an illegal casino, where he was given casino chips and asked to sign a document he did not understand. Liu states he lost the chips at the illegal casino.<sup>53</sup></p>	<p>Response to civil claim filed on 06/10/2017. Most recent filing was a notice of change of counsel for the plaintiff on 16/04/2018.</p>
<b>Jin v. Sun, BCSC Action No. 168205 (Appendix 19)</b>		
<p>The NOCC states that Sun and Wang borrowed \$600,000 from Jin on or about August 1, 2015, and that they pledged a property owned by Wang (the wife) as security. The loan is said to have been due September 1, 2015.</p>	<p>In an affidavit sworn on June 17, 2019 in response to Jin’s NOCC, Pi Long Sun denies that he borrowed \$600,000 in cash from Jin, and states:</p> <p>I did have a problem with gambling. In mid-2015, I was approached in the River Rock casino about borrowing money ... The interest rate for this was \$500 per day for \$10,000 borrowed. I borrowed the money on several occasions but all of these loans were repaid within two days, including interest ... At all times, the money was given to me (and repaid by me) by way of casino chips.<sup>54</sup></p>	<p>Most recent filing was a notice of intention to act in person, filed by the plaintiff on 24/07/2019. On 17/06/2019 the defendants filed an application to have a default judgment set aside, in addition to other relief and costs.</p> <p>(Appendix 19b)</p>
<b>Jin v. Wang, BCSC Action No. 168302 (Appendix 20)</b>		
<p>The NOCC claims Jin loaned Wang \$400,000 on February 28, 2015. The defendant’s property was pledged as security, and the loan was due May 28, 2015. Jin claims claims Wang told him he was having cash-flow difficulties.</p>		<p>No subsequent filings.</p>

<sup>51</sup> Appendix 17b, Affidavit of Sepehr Motevalli made April 24, 2016 in BCSC Action No. 164148

<sup>53</sup> Appendix 18a, Response to Civil Claim in BCSC Action No. 165528

<sup>54</sup> Appendix 19a, Affidavit of Pi Long Sun in BCSC Action No. S168205 made June 17, 2019

Jin v. Li, BCSC Action No. 174286 (Appendix 21)		
<p>The NOCC claims that Jin loaned the defendants \$200,000 on September 4 and 12, 2016. The claim states the loan was secured by promissory note which provided the loans were to be secured by the defendants' property and repaid by September 14, 2016.</p> <p>The claim states "the Plaintiff further believes part of the Loan was used for mortgage payments on the Property, and also was used for the maintenance, upkeep, improvements and expenses for the property".</p>	<p>In a response to civil claim, it was stated that the registered owner of the property was Liu, that Jin never loaned her money, and that she had no knowledge of the alleged loans. Liu denied executing a promissory note in favour of Jin. Liu denied that any funds which may have been advanced were used for mortgage payments, maintenance, upkeep, improvements, or expenses for the property.<sup>55</sup></p>	<p>Dismissed in favour of defendant Shu Ping Liu on 11/10/2018. The most recent filing was a registrar's certificate filed by defendant Shu Ping Liu on 21/11/2018.</p> <p>The claim against defendant Wei Jie Li remains active.</p> <p>(Appendix 21b)</p>
Jin v. Gao, BCSC Action No. 184259 (Appendix 22)		
<p>The NOCC pleads that Gao granted a mortgage over two properties to Jin to secure a principal amount of \$8 million, loaned at 15% annually, for a term of 5 months. The property was sold pursuant to the claims of other creditors and Jin was left unsecured.</p>		<p>No subsequent filings.</p>

## 4. GAMBLING ACTIVITY BY BORROWERS

7. This section summarizes documented gambling activity by the borrowers named in the court proceedings and mortgage charges in Section 1. This information was sourced from records provided to the Commission by the BC Lottery Corporation ("BCLC"), the Gaming Policy and Enforcement Branch ("GPEB") and other participants from the gaming sector, as well as from civil litigation records.

8. Each of the court proceedings described above in Section 1 is linked to a borrower with a gambling history in BC casinos. Most of these borrowers are associated in BCLC records with large cash buy-ins made with small denomination bills.

<sup>55</sup> Appendix 21a, Response to Civil Claim in BCSC Action No. S174286

C. [REDACTED]

9. [REDACTED] was identified in BCLC documents as a “person of interest” with Subject ID (“SID”) 215486.<sup>56</sup> She appears in marketing-related files submitted to the Commission by the Parq Casino.<sup>57</sup>

10. [REDACTED] was identified in BCLC and GPEB documents as a high-risk patron with SID 71942. He was identified in an iTrak report from December 2012 as the recipient of \$100,000 in \$20 bills from another player, [REDACTED], who was subsequently banned from BC casinos due to money laundering and public safety concerns.<sup>58</sup>

11. [REDACTED] was later documented making large cash buy-ins at the River Rock and Starlight casinos with small denomination bills, which led to at least 21 suspicious financial transaction reports submitted to GPEB between September 2016 and October 2017, summarized below:

- a. December 3, 2015 Starlight cash buy-in of \$50,000 principally in \$20 bills.<sup>59</sup>
- b. September 10, 2016 Starlight cash buy-in for \$20,000 in \$20 bills.<sup>60</sup>
- c. September 12, 2016 Starlight cash buy-in for \$9,000 in \$5, \$10 and \$20 bills.<sup>61</sup>
- d. December 27, 2016 River Rock cash buy-in for \$20,000 in \$20 bills.<sup>62</sup>
- e. December 30, 2016 River Rock cash buy-in for \$20,000 in \$20 bills.<sup>63</sup>
- f. January 1, 2017 River Rock cash buy-in for \$15,000 in \$20 bills.<sup>64</sup>
- g. February 21, 2017 Starlight cash buy-in for \$15,000 in \$20 bills.<sup>65</sup>
- h. February 23, 2017, River Rock cash buy-in for \$20,000 using \$20 bills. Left casino without playing.<sup>66</sup>

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<sup>56</sup> BCLC0011961

<sup>57</sup> PAR00005617, PAR00005666, PAR00006017

<sup>58</sup> BCLC0011949; BCLC0011955

<sup>59</sup> GPEB4833

<sup>60</sup> GPEB4920.0001

<sup>61</sup> GPEB4921.0001

<sup>62</sup> GPEB4939.0001

<sup>63</sup> GPEB4940.0001

<sup>64</sup> GPEB4948.0001

<sup>65</sup> GPEB4963.0001

<sup>66</sup> GPEB4964.0001

- i. March 3, 2017 River Rock cash buy-in for \$17,000 using 700 \$20 bills and 30 \$100 bills.<sup>67</sup>
- j. March 4, 2017 Starlight cash buy-in for \$10,000 in \$20 bills.<sup>68</sup>
- k. March 5, 2017 River Rock cash buy-in for \$20,000 using \$20 bills.<sup>69</sup>
- l. March 6, 2017 Starlight cash buy-in for \$20,000 using \$20 bills.<sup>70</sup>
- m. March 6, 2017 River Rock cash buy-in for \$14,980 in \$20 bills. Left casino without playing.<sup>71</sup>
- n. March 12, 2017 Starlight two cash buy-ins totaling \$39,000 in \$20 bills.<sup>72</sup>
- o. April 17, 2017 River Rock cash buy-in for \$7,980 in \$20 bills.<sup>73</sup>
- p. May 23, 2017 Starlight cash buy-in for \$15,000 in \$20 bills.<sup>74</sup>
- q. June 2, 2017 Starlight cash buy-in for \$10,000 using \$20 bills.<sup>75</sup>
- r. July 27, 2017 Starlight cash buy-in for \$24,980 in \$20 bills.<sup>76</sup>
- s. August 17, 2017 River Rock cash buy-in for \$10,000 in \$20 bills.<sup>77</sup>
- t. October 10, 2017 Starlight cash buy-in for \$10,800 in \$20 bills.<sup>78</sup>
- u. October 11, 2017 Starlight cash buy-in for \$13,100 in \$20 and \$100 bills.<sup>79</sup>
- v. October 13, 2017 Starlight cash buy-in for \$10,100, predominantly in \$20 and \$10 bills.<sup>80</sup>

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<sup>67</sup> GPEB4967.0001

<sup>68</sup> GPEB4968.0001

<sup>69</sup> GPEB4969.0001

<sup>70</sup> GPEB4970.0001

<sup>71</sup> GPEB4971.0001

<sup>72</sup> GPEB4972.0001

<sup>73</sup> GPEB4974.0001

<sup>74</sup> GPEB4976.0001

<sup>75</sup> GPEB4978.0001

<sup>76</sup> GPEB4983.0001

<sup>77</sup> GPEB4990.0001

<sup>78</sup> GPEB5018.0001

<sup>79</sup> GPEB5019.0001

<sup>80</sup> One \$100 bill was included in the buy-in. GPEB5020.0001



12. BCLC subsequently added [REDACTED] to its "source of funds program," whereby he was barred from buying in or playing with unsourced cash or chips.<sup>81</sup>

**D.** [REDACTED]

13. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 72784.<sup>82</sup>

14. [REDACTED] features in VIP event and marketing materials provided to the Commission by the Parq casino.<sup>83</sup>

15. BCLC documents include references to suspicious financial transaction reports that connect [REDACTED] to private lender [REDACTED]

a. July 14, 2013 Edgewater cash buy-in for \$50,000 in \$20 bills.<sup>84</sup>

b. July 17, 2013 Edgewater cash buy-in for \$75,000 in \$20 bills.<sup>85</sup>

**E.** [REDACTED]

16. [REDACTED] is identified in BCLC documents as having SID 64243.<sup>86</sup> He features in VIP event and marketing materials produced by the Parq casino.<sup>87</sup> No suspicious transactions were identified in searches of produced documents.

17. An individual named [REDACTED] is identified in BCLC records as having SID 194410, "VVIP" number 2338725 and player ID 2222011.<sup>88</sup> We could not ascertain whether this is the same individual as the [REDACTED] named in Jin's NOCC.<sup>89</sup>

18. [REDACTED] was not identified in searches of casino- and gaming-related documents.

**F.** [REDACTED]  
[REDACTED]

<sup>81</sup> GCGC\_PROD\_0059491; BCLC "BCLC's Anti-Money Laundering Actions" (accessed January 22, 2021)

<sup>82</sup> BCLC0015293

<sup>83</sup> For instance: PAR00005149, PAR00005170, PAR00005249, PAR00005763

<sup>84</sup> BCLC0015293

<sup>85</sup> BCLC0015293

<sup>86</sup> BCLC0011141

<sup>87</sup> For instance: PAR00004016, PAR00004025, PAR00004201, PAR00004207, PAR00005137

<sup>88</sup> PAR00005076; GCGC\_PROD\_0071036

<sup>89</sup> PAR00005076 refers to him as a male in his 30s.

19. [REDACTED] is identified in BCLC records as a high-risk patron with SID 72427.
20. His iTrak file documents numerous suspicious financial transactions, chip passes and apparent cash exchanges on casino property.<sup>90</sup> Those transactions included:
- a. January 13, 2012 River Rock cash buy-in for \$50,000 in \$20 bills.<sup>91</sup>
  - b. January 14, 2012 River Rock cash buy-in for \$99,980 in mainly \$20 bills.<sup>92</sup>
  - c. January 17, 2012 River Rock cash buy-in of \$85,000 in \$20 bills.<sup>93</sup>
  - d. January 19, 2012 River Rock cash buy-in for \$50,020 (denomination not noted).<sup>94</sup>
  - e. January 31, 2012 River Rock cash buy-in of \$99,980 in \$20 bills.<sup>95</sup>
  - f. February 6, 2012 River Rock cash buy-in of \$130,000 in \$20 bills.<sup>96</sup>
  - g. February 12, 2012 River Rock cash buy-in of \$100,000 (denomination not noted).<sup>97</sup>
  - h. February 13, 2012 River Rock buy-in (amount not specified) with small denominations.<sup>98</sup>
  - i. February 14, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>99</sup>
  - j. February 15, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>100</sup>
  - k. February 17, 2012 River Rock cash buy-in of \$77,000 mainly in \$20 bills.<sup>101</sup>
  - l. February 19, 2012 River Rock cash buy in of \$200,000 (denomination not noted).<sup>102</sup>
  - m. February 21, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>103</sup>

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<sup>90</sup> BCLC0012063; BCLC0012064; GCGC\_PROD\_0075311

<sup>91</sup> BCLC0012063

<sup>92</sup> BCLC0012063

<sup>93</sup> BCLC0012064 (IN20120002738)

<sup>94</sup> BCLC0012063

<sup>95</sup> BCLC0012064 (IN20120005269)

<sup>96</sup> BCLC0012064 (IN20120006320)

<sup>97</sup> BCLC0012063

<sup>98</sup> BCLC0012063

<sup>99</sup> BCLC0012064 (IN20120007721)

<sup>100</sup> BCLC0012064 (IN20120007758)

<sup>101</sup> BCLC0012063

<sup>102</sup> BCLC0012063

<sup>103</sup> BCLC0012064 (IN20120008911)



- n. February 23 2012 River Rock cash buy-in for \$100,000 in mainly \$20 bills.<sup>104</sup>
- o. February 25, 2012, River Rock cash buy-in of \$145,020 in small denomination bills.<sup>105</sup>
- p. March 2, 2012 River Rock cash buy-in for 262,000, half in \$20 bills.<sup>106</sup>
- q. March 3, 2012 River Rock cash buy-in for 100,000 in small denominations.<sup>107</sup>
- r. March 4, 2012 River Rock cash buy-in of 50,000 in \$20 bills.<sup>108</sup>
- s. March 11, 2012 River Rock buy-in (unspecified amount) in \$20 bills.<sup>109</sup>
- t. March 12, 2012 River Rock large buy-in with small bills (amount and denomination not specified).<sup>110</sup>
- u. March 13 River Rock cash buy-in for 300,000 (denomination not specified).<sup>111</sup>
- v. March 14, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>112</sup>
- w. March 28, 2012, River Rock cash buy-in of \$145,000 in mainly \$20 bills.<sup>113</sup>
- x. March 31, 2012, River Rock cash buy-in of \$89,990 in \$20 bills.<sup>114</sup>
- y. April 3, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>115</sup>
- z. April 13, 2012, River Rock cash buy-in of \$100,000 in \$20 bills.<sup>116</sup>
- aa. April 15, 2012 River Rock cash buy-in for \$100,000 in \$20 bills.<sup>117</sup>
- bb. April 16, 2012 River Rock cash buy-in of \$50,000 mainly in \$20 bills.<sup>118</sup>

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<sup>104</sup> BCLC0012063

<sup>105</sup> \$138,840 in \$20 bills, with the remainder comprising \$5, \$10 and \$100 bills. BCLC0012064 (IN20120009528)

<sup>106</sup> BCLC0012063

<sup>107</sup> BCLC0012063

<sup>108</sup> BCLC0012063

<sup>109</sup> BCLC0012063

<sup>110</sup> BCLC0012063

<sup>111</sup> BCLC0012063

<sup>112</sup> BCLC0012064 (IN20120012680)

<sup>113</sup> BCLC0012064 (IN20120015096)

<sup>114</sup> BCLC0012064 (IN20120015693)

<sup>115</sup> BCLC0012064 (IN20120016264)

<sup>116</sup> BCLC0012064 (IN20120017894)

<sup>117</sup> BCLC0012063

<sup>118</sup> BCLC0012063

- cc. April 21, 2012 River Rock \$100,000 cash buy-in (denomination not specified).<sup>119</sup>
- dd. April 22, 2012 Starlight cash buy-in of \$50,000 in mainly \$20 bills.<sup>120</sup>
- ee. April 26, 2012 River Rock cash buy-in of \$100,000 in \$20 bills.<sup>121</sup>
- ff. May 3 2012 River Rock cash buy-in of \$100,000 in \$20 bills.<sup>122</sup>
- gg. September 26, 2012 River Rock cash buy-in with \$20 bills.<sup>123</sup>
- hh. October 6, 2012 River Rock cash buy-in of \$100,000 in \$20 bills.<sup>124</sup>
- ii. October 7, 2012 River Rock cash buy-in of \$200,000 in \$20 bills.<sup>125</sup>
- jj. January 22, 2013 River Rock arge cash buy-in with \$20 bills, amount not specified.<sup>126</sup>
- kk. January 26 2013 River Rock cash buy-in of 69,940 in \$20 bills.<sup>127</sup>
- ll. January 27 2013 River Rock cash buy-in for \$190,000 in \$20 bills.<sup>128</sup>
- mm. January 30, 2013 River Rock cash by-in of \$90,000 in \$20 bills.<sup>129</sup>
- nn. January 31, 2013 River Rock cash buy-in of \$100,000 in \$20 bills.<sup>130</sup>
- oo. February 1, 2013 River Rock cash buy-in \$79,985 in \$20 bills.<sup>131</sup>
- pp. February 7, 2013 River Rock cash buy-in of \$200,000 in \$20 bills.<sup>132</sup>
- qq. September 25, 2013 Starlight cash buy-In of \$150,020 in \$20 bills wrapped in rubber bands.<sup>133</sup>

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<sup>119</sup> BCLC0012063

<sup>120</sup> BCLC0012063

<sup>121</sup> BCLC0012063

<sup>122</sup> BCLC0012063

<sup>123</sup> BCLC0012063

<sup>124</sup> BCLC0012063

<sup>125</sup> BCLC0012063

<sup>126</sup> BCLC0012063

<sup>127</sup> BCLC0012063

<sup>128</sup> BCLC0012063

<sup>129</sup> BCLC0012063

<sup>130</sup> BCLC0012063

<sup>131</sup> BCLC0012063

<sup>132</sup> BCLC0012063

<sup>133</sup> BCLC0012063

rr. September 27, 2013 Starlight cash buy-in of 120,000, in 100 bills and \$20 bills.<sup>134</sup>

ss. September 28, 2013 Starlight cash buy-in of \$150,000 in \$100 bills.<sup>135</sup>

tt. September 29, 2013 Starlight cash buy-in of \$144,995 in a variety of denominations \$5 - \$100.<sup>136</sup>

uu. November 4, 2013 Starlight cash buy-in of \$150,000 in \$20 bills.<sup>137</sup>

vv. November 5, 2013 Starlight cash buy-in of \$150,040 in \$20 bills.<sup>138</sup>

ww. September 29, 2015 Starlight cash buy-in of \$200,000 in \$20 bills.<sup>139</sup>

xx. October 4, 2015 Starlight cash buy-in of \$90,000 in \$100 bills.<sup>140</sup>

yy. January 8, 2016 Starlight cash buy-in of \$100,000 in \$20 bills.<sup>141</sup>

zz. January 11, 2016 Starlight cash buy-in of \$150,000.<sup>142</sup>

aaa. January 20, 2016 Starlight cash buy-in of \$150,000 in \$100 bills.<sup>143</sup>

bbb. January 26, 2016 Starlight cash buy-in of \$149,950 in mixed denominations.<sup>144</sup>

ccc. January 29, 2016 Starlight cash buy-in of \$150,000 in \$100 bills.<sup>145</sup>

21. A heavily redacted briefing note from GPEB to the Ministry of Public Safety and Solicitor General dated February 27, 2012 notes that [REDACTED] and another player produced \$500,000 in unsourced cash to buy-in over an 8-hour time period earlier that week.<sup>146</sup>

22. An incident report from March 2013 recounts a complaint made by [REDACTED] to River Rock casino staff after an alleged threat made against him by [REDACTED], who is identified in the GPEB

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<sup>134</sup> BCLC0012063

<sup>135</sup> BCLC0012063

<sup>136</sup> BCLC0012063

<sup>137</sup> BCLC0012063

<sup>138</sup> BCLC0012063

<sup>139</sup> BCLC0012063

<sup>140</sup> BCLC0012063

<sup>141</sup> BCLC0012063

<sup>142</sup> BCLC0012063

<sup>143</sup> BCLC0012063

<sup>144</sup> BCLC0012063

<sup>145</sup> BCLC0012063

<sup>146</sup> GPEB0627.0001

summary as a loan shark with “a criminal past that may include kidnapping, extortion and assault”.<sup>147</sup>

23. [REDACTED] was also the defendant to an action in BC Supreme Court by the Venetian Macau in September 2015, for approximately HKD10 million loaned to him in May 2015.<sup>148</sup>

## G. [REDACTED]

24. [REDACTED] is identified in documents submitted by the Parq casino and Great Canadian Gaming Corp as a VIP patron and baccarat player.<sup>149</sup> [REDACTED] SID is 139626. No suspicious financial transactions were found during a review of disclosed information by BCLC, GPEB and other gaming industry stakeholders.

25. [REDACTED] is identified in BCLC documents as having SID 149390.<sup>150</sup> Parq casino documents identify [REDACTED] as a VIP patron and baccarat player.<sup>151</sup> No suspicious financial transactions were found during a review of disclosed information by BCLC, GPEB and other gaming industry stakeholders.

## H. [REDACTED]

26. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 17575.<sup>152</sup> A report by BCLC's AML & Operational Analytics Unit in 2014 notes that [REDACTED] bought in for \$3,205,200 at Lower Mainland casinos between February 2006 and July 2009, then began gambling again in January 2013. Between January 2013 and June 2014, his buy-ins totaled some \$11.9 million.<sup>153</sup>

27. A GPEB report identifies [REDACTED] as being among the “top 10 SCT [suspicious cash transaction] patrons” for 2014, with suspicious cash transactions totaling \$4,173,010.<sup>154</sup>

<sup>147</sup> GPEB2122.0001 (IN20160005371, IN20130011248)

<sup>148</sup> [REDACTED]

<sup>149</sup> PAR00004040, PAR00005076, PAR00005763, PAR00006085, GCGC\_PROD\_0010862

<sup>150</sup> BCLC0006960

<sup>151</sup> PAR00006017, PAR00006018, PAR00005763, PAR00006085

<sup>152</sup> BCLC0015957

<sup>153</sup> BCLC0011966 (total estimated from graph documenting buy-ins)

<sup>154</sup> GPEB4546.0001

28. [REDACTED] was identified as [REDACTED] then-wife. No record of gambling activity was found for her.

I. [REDACTED]

29. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 78666.<sup>155</sup>  
[REDACTED]  
[REDACTED]

30. [REDACTED] iTrak report includes summaries of multiple unsourced cash buy-ins dating back to 2010. Among those reported transactions were:<sup>156</sup>

- a. September 5, 2012 River Rock cash buy-in of \$5000 in \$20 bills.
- b. September 6, 2012 River Rock cash buy-in of \$150,000 comprising 5,000 \$20 bills, 842 \$50 bills and 79 \$100 bills.
- c. September 6, 2012 Villa Casino cash buy-in of \$15,000 in \$20 bills.
- d. September 6, 2012 River Rock cash buy-in of \$90,000 in \$20 bills.
- e. July 1, 2013 River Rock cash buy-in of \$80,000 in \$20 bills.
- f. October 27, 2013 River Rock cash buy-in of \$150,000 in \$20 bills.
- g. November 21, 2013 River Rock cash buy-in of \$100,000 in \$20 bills.
- h. November 16, 2014 River Rock cash buy-in of \$100,020 in \$20 bills.
- i. November 21, 2014 River Rock cash buy-in of \$100,000 in \$20 bills.
- j. November 23 2014 River Rock cash buy-in of \$100,000 in mostly \$20 bills.
- k. November 28, 2014 River Rock cash buy-in of \$89,970 in mostly \$20 bills.
- l. January 22, 2015 Starlight cash buy-in of \$200,000 in \$20 bills “wrapped in elastic bands”.

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<sup>155</sup> BCLC0012043

<sup>156</sup> BCLC0012043

m. March 14, 2015 River Rock cash buy-in of \$100,000 in \$20 bills.

31. An email produced by Great Canadian Gaming identifies [REDACTED] as one of the “Top 5 SFT [suspicious financial transaction] patrons” for River Rock in November 2014, totaling \$390,010.<sup>157</sup> A summary of one of those incidents notes that [REDACTED] lost all of his chips during play on November 23, 2014 and was picked up outside the casino by a vehicle before returning four minutes later with \$100,000 in \$5,000 chips wrapped in elastic bands.<sup>158</sup>

32. A Great Canadian Gaming document identifies [REDACTED] as a “major player in January 2015” (i.e. among the highest spending patrons), less than three months prior to Jin filing a claim against [REDACTED].<sup>159</sup>

33. [REDACTED] is identified in BCLC documents as having SID 124595.<sup>160</sup> No additional information was found on her gambling.

**J.** [REDACTED]

34. [REDACTED] was identified in BCLC documents as having SID 163130. [REDACTED] [REDACTED] iTrak report documents 55 occasions where [REDACTED] attempted to enter Lower Mainland casinos during that three-year period.<sup>161</sup>

35. [REDACTED], [REDACTED] was documented making large buy-ins with unsourced cash. Reported suspicious financial transactions include:<sup>162</sup>

- a. February 14, 2015 River Rock cash buy-in for \$100,000 in \$20 bills.
- b. April 7, 2015 Edgewater cash buy-in for \$97,460 in \$20 bills.
- c. April 16, 2015 Edgewater cash buy-in for \$50,000 in \$20 bills.
- d. April 18, 2015 Edgewater cash buy-in for \$100,000 in \$20 bills.
- e. April 20, 2015 River Rock cash buy-in for \$50,000 in \$20 bills.

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<sup>157</sup> GCGC\_PROD\_0022294

<sup>158</sup> GCGC\_PROD\_0025114, GCGC\_PROD\_0025115 (IN20140059353)

<sup>159</sup> GCGC\_PROD\_0018655

<sup>160</sup> BCLC0012044

<sup>161</sup> BCLC0012041

<sup>162</sup> BCLC0012041

36. An affidavit sworn by RCMP Cpl. Melvin Chizawsky and filed in the course of civil forfeiture proceedings naming Jin and others as respondents<sup>163</sup> (“Chizawsky Affidavit”) refers to RCMP surveillance footage of Jin, on April 16, 2015, “handing a boutique bag to a male, later determined to be [REDACTED] who subsequently drove to the Edgewater Casino and used the contents of the boutique bag to conduct a \$50,000 buy-in, all in \$20 bills.”<sup>164</sup>

K. [REDACTED]

37. [REDACTED] is identified in BCLC records as a high-risk patron with SID 47912.<sup>165</sup> His iTrak file names Jin as a known associate.

38. [REDACTED] iTrak file identifies numerous large cash buy-ins, including:<sup>166</sup>

- a. March 15, 2013 Edgewater cash buy-in for \$30,000 in \$20 bills.
- b. March 23, 2013 Edgewater cash buy-in for \$10,000 in \$20 bills.
- c. May 4, 2013 Edgewater cash buy-in for \$10,000 in \$20 bills.
- d. January 8, 2014 River Rock cash buy-in for \$300,000 in \$20 bills.
- e. March 2, 2014 River Rock cash buy-in for \$77,880 in \$20 bills.
- f. April 6, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.
- g. April 10, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.
- h. April 23, 2014 River Rock cash buy-in for \$50,080 in \$20 bills.
- i. June 30, 2014 Edgewater cash buy-in for \$30,000 in \$20 bills.
- j. July 4, 2014 River Rock cash buy-in for \$11,000 in mixed denominations.
- k. September 5, 2014 Edgewater cash buy-in for \$29,980 (no denomination noted).

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<sup>163</sup> Exhibit 663

<sup>164</sup> Exhibit 663 (Chizawsky Affidavit (p. 11))

<sup>165</sup> BCLC0012002

<sup>166</sup> BCLC0012002

I. September 30, 2014 River Rock cash buy-in for \$70,000 in \$20 bills.

39. A GPEB report to the Ministry of Public Safety and Solicitor General dated January 8, 2014 summarizes an incident where [REDACTED] bought in for \$300,000 in \$20 bills and engaged in minimal play before leaving with approximately \$290,000 in chips and being picked up by a vehicle that BCLC and GPEB linked to Jin.<sup>167</sup>

40. [REDACTED] is identified in BCLC records as having SID 79653.<sup>168</sup> Her gaming activity appears to be limited, based on disclosed BCLC and casino documents, though several incidents were reported where she engaged in chip and cash passes with [REDACTED] and other associates.

L. [REDACTED]

41. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 141909.<sup>169</sup>

42. His iTrak file identifies numerous suspicious financial transactions in 2014 and 2015, including:<sup>170</sup>

- a. March 22, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.
- b. May 5, 2014 River Rock cash buy-in for \$197,520 in \$20 bills.
- c. June 16, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.
- d. July 10, 2014 River Rock cash buy-in for \$84,000 in \$20 bills.
- e. August 13, 2014 River Rock cash buy-in for \$60,000 in \$20 bills.
- f. August 19, 2014 River Rock cash buy-in for \$60,000 in \$20 bills.
- g. December 9, 2014 Edgewater cash buy-in for \$50,000 in \$20 bills.
- h. March 9, 2015 River Rock cash buy-in for \$50,000 in \$20 bills.

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<sup>167</sup> GPEB5319.0001, BCLC0007914; The vehicle, a Lincoln Navigator, had BC licence plate 358 XRF.

<sup>168</sup> BCLC0012005

<sup>169</sup> BCLC0012000

<sup>170</sup> BCLC0012000



- i. March 21, 2015 River Rock cash buy-in for \$100,000 comprising 4,988 \$20 bills and four \$100 bills.
- j. March 25, 2015 River Rock cash buy-in for \$50,000 in \$20 bills.
- k. March 31, 2015 River Rock cash buy-in for \$100,000 in small denomination bills.

43. [REDACTED] <sup>171</sup>

44. The Mirage Casino Hotel in Las Vegas filed a civil claim against [REDACTED] in February 2017 alleging that he owed US\$73,124 to the casino for gambling losses incurred in March 2015.<sup>172</sup>

45. No gambling or casino-related records were found for [REDACTED].

**M.** [REDACTED]

46. [REDACTED] was identified in BCLC documents as a high-risk patron with SID 136955. A heavily redacted iTrak report that has been assumed here, based on numerous connecting factors, to relate to [REDACTED] indicates that he was banned for a year in June 2014 after a suspicious buy-in for \$94,040 (see below). [REDACTED]

[REDACTED] <sup>173</sup>

47. [REDACTED] iTrak report notes multiple cash buy-ins that led to suspicious financial transaction reports:

- a. April 30, 2014 Starlight cash buy-in for \$20,000 in \$20 bills.
- b. May 1, 2014 River Rock cash buy-in for \$60,040 in \$20 bills.
- c. May 2, 2014 River Rock cash buy-in for \$100,000, much of it in small denomination bills.<sup>174</sup>
- d. May 8, 2014 River Rock cash buy-in for \$50,000 in small denomination bills.
- e. June 2, 2014 Edgewater cash buy-in for \$30,000 in small denomination bills.

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<sup>171</sup> BCLC0012000

<sup>172</sup> [REDACTED]

<sup>173</sup> BCLC0012068; The document refers to an incident (IN20140029458) with a summary in another document (BCLC0004198) that indicates [REDACTED] was the only person involved.

<sup>174</sup> Of the total \$100,000 buy-in, \$59,450 was in \$50 bills (401 x \$50) and \$100 bills (394 x \$100).

- f. June 12, 2014 cash buy-in for \$95,040.
- g. October 20, 2017 River Rock buy-in for \$20,000.
- h. December 2, 2017 River Rock buy-in for \$20,000.
- i. December 4, 2017 Villa buy-in for \$10,000.
- j. December 6, 2017 Starlight buy-in for \$20,000.
- k. December 19, 2017 River Rock cash buy-in for \$7,000.
- l. December 22, 2017 River Rock cash buy-in for \$8,000.

48. A detailed incident report for the June 12, 2014 buy-in notes that [REDACTED] took delivery of a shopping bag with cash outside of the River Rock resort from an unidentified male driving a white Toyota Sienna associated with Jin. The surveillance summary states that [REDACTED] did not engage in any play with those chips. Rather, he appears to have left the casino to provide the chips to [REDACTED] (identified as an associate of Jin who is subject to a BCLC ban for suspected loan sharking).<sup>175</sup>

#### **N. Jia Gui Gao (BCSC File Nos. 156710, 184259; mortgage CA5031739)**

49. Jia Gui Gao is documented in BCLC records as a banned high-risk patron with SID 142378. There are 166 separate incidents documented in Gao's iTrak file dating from September 2013 to June 2016, including chip and cash passing, suspicious activity and large buy-ins with unsourced cash. He was barred for five years beginning February 22, 2018 due to unspecified "public safety" concerns.<sup>176</sup>

50. A GPEB report identifies Gao as being among the "top 10 SCT [suspicious cash transaction] patrons" for 2014, with suspicious cash transactions totalling \$5,530,720.<sup>177</sup>

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<sup>175</sup> GCGC\_PROD\_0025272

<sup>176</sup> BCLC0012006

<sup>177</sup> GPEB4546.0001

51. A September 2015 BCLC document identifies Gao as one of 10 priority patrons to be interviewed about source of funds as part of an investigation into Jin.<sup>178</sup>

52. A GPEB report summarizes an incident on October 6, 2014 where Jin delivered cash to Gao outside of River Rock, who then bought in for \$300,270.<sup>179</sup>

53. A BCLC file documenting suspicious cash and chip transfers by Qi ‘Coco’ Li, a former card dealer at the Edgewater casino deemed a high-risk patron, notes that she delivered cash to Gao at River Rock on three occasions in April 2015:<sup>180</sup>

- a. April 8, 2015 – “LI delivered a shopping bag containing \$300K in un-sourced cash to a male player identified as GAO, Jia (SID 142378). LI arrived alone in a taxi in possession of the cash and met with GAO in the hotel lobby.”
- b. April 12, 2015 – “LI delivered \$400-500K in RRCR \$5K chips to a male patron identified as GAO, Jia (SID 142378). The chips were delivered inside a plastic bag and secured with clear plastic wrap in \$1 00K stacks.”
- c. April 14, 2015 – “LI received an undisclosed amount of \$5K chips inside a plastic bag (est. 1 million) from a player identified as GAO, Jia (SID 142378)...”

54. Li is identified as an acquaintance of Jin in the NOCC filed by Jin in BCSC Action No. 154010 (para. 6). Li testified before the Commission in March 2021, and denied acquaintance with Paul Jin.

O. [REDACTED]

55. [REDACTED] was identified in BCLC documents as having SID 82577 and is identified as a “VVIP” patron in Great Canadian Gaming documents.<sup>181</sup>

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<sup>178</sup> BCLC0016204

<sup>179</sup> GPEB5338.0001; BCLC0007903 (IN2014005073)

<sup>180</sup> BCLC0015367

<sup>181</sup> BCLC0016509; GCGC\_PROD\_0032006

56. There is a BCLC directive from March 2018 specifying that [REDACTED] should not be allowed unsourced buy-ins or chips.<sup>182</sup> Subsequent incidents of chip passing were reported at Gateway casino.<sup>183</sup>

57. [REDACTED] is named in two suspicious financial transaction reports submitted to GPEB in 2014-2015:

- a. September 24, 2014 Hard Rock Casino cash buy-in for \$22,000 in \$20 bills.<sup>184</sup>
- b. May 20, 2015 Hard Rock Casino cash buy-in for \$54,980 in \$20 bills.<sup>185</sup>

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<sup>182</sup> GCGC\_PROD\_0073782

<sup>183</sup> GPEB2886.0001, GPEB3044.0001, GPEB3134.0001

<sup>184</sup> GCGC\_PROD\_0074783

<sup>185</sup> GCGC\_PROD\_0074779

P. [REDACTED]

58. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 10700. He was placed on an “un-sourced cash list” in 2015 and targeted for an interview due to “numerous cash buy-ins with small bills”.<sup>186</sup>

59. Incidents reported to GPEB include:

- a. September 12, 2014 River Rock cash buy-in for \$60,000 in \$20 bills.<sup>187</sup>
- b. September 27, 2014 River Rock cash buy-in for \$100,140 in assorted bills.<sup>188</sup>
- c. October 9, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.<sup>189</sup>
- d. October 15, 2014 River Rock cash buy-in for \$467,725 (1000 \$100 bills, 18386 \$20 bills, and 1 \$5 bill), following which he left the casino with his chips.<sup>190</sup>
- e. October 16, 2014 River Rock cash buy-in for \$50,000 in \$20 bills.<sup>191</sup>
- f. October 20, 2014 River Rock cash buy-in for \$55,020 in \$20 bills. The cash was delivered to him by a vehicle parked across the street from the casino, and he did not play with the chips acquired with that cash.<sup>192</sup> An email exchange following that incident notes that there were seven prior incidents in 2014 involving large cash buy-ins by [REDACTED] with small denomination bills.<sup>193</sup>
- g. October 29, 2014 River Rock cash buy-in for \$100,000 in \$20 bills.<sup>194</sup>
- h. November 5, 2015 River Rock cash buy-in for \$160,100 in assorted bills.<sup>195</sup>
- i. November 7, 2015 River Rock cash buy-in for \$200,000 in \$20 bills.<sup>196</sup>

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<sup>186</sup> BCLC0005398

<sup>187</sup> GCGC\_PROD\_0045259

<sup>188</sup> GCGC\_PROD\_0044368

<sup>189</sup> GCGC\_PROD\_0044710

<sup>190</sup> BCLC0006460

<sup>191</sup> GCGC\_PROD\_0044771

<sup>192</sup> GCGC\_PROD\_0025106

<sup>193</sup> GCGC\_PROD\_0025103

<sup>194</sup> GCGC\_PROD\_0044785

<sup>195</sup> GCGC\_PROD\_0025317

<sup>196</sup> GCGC\_PROD\_0029351

- j. November 10, 2015 River Rock cash buy-in for \$120,000 in \$20 bills.<sup>197</sup>
- k. November 19, 2015 River Rock cash buy-in for \$130,000 in assorted bills which he carried into the casino in a black shopping bag. The bills were wrapped in elastic bands.<sup>198</sup>
- l. November 19, 2015 River Rock cash buy-in for \$280,000 with \$100 bills.<sup>199</sup>
- m. November 19, 2015 River Rock cash buy-in for \$170,020 with assorted small bills.<sup>200</sup>

**Q.** [REDACTED]

60. [REDACTED] and [REDACTED] are identified in BCLC documents as high-risk patrons with SIDs 174856 and 43366, respectively.<sup>201</sup> They are identified in a September 2015 internal BCLC report as having received cash from Jin.<sup>202</sup>

61. The [REDACTED] iTrak reports list BCLC directives from August and September 2015 barring them from buy-ins with un-sourced cash or chips. In the lead-up to those directives, the following suspicious financial transactions were reported:<sup>203</sup>

- a. June 27, 2015 River Rock cash buy-in for \$196,000 in \$20 bills.
- b. June 28, 2015 River Rock cash buy-in for \$165,890 in mixed small bills.
- c. June 29, 2015 River Rock cash buy-in for \$100,000 in mixed bills.
- d. July 7, 2015 River Rock cash buy-ins totaling \$150,020 in \$20 bills and 10 \$100 bills.
- e. July 9, 2015 River Rock cash buy-in of \$300,000 in \$20 and \$100 bills.
- f. July 11, 2015 River Rock cash buy-in for \$85,000 in mixed, mainly \$20 bills.
- g. July 12, 2015 River Rock cash buy-in for \$200,060 in mainly \$20 bills.

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<sup>197</sup> GCGC\_PROD\_0028240

<sup>198</sup> BCLC0016918; GCGC\_PROD\_0028947

<sup>199</sup> GCGC\_PROD\_0034300

<sup>200</sup> GCGC\_PROD\_0034972

<sup>201</sup> GPEB4546.0001

<sup>202</sup> BCLC0016204

<sup>203</sup> BCLC0011981, BCLC0011982

- h. July 13, 2015 River Rock cash buy-in for \$250,060 in \$20 bills.
- i. July 15, 2015 River Rock cash buy-in for \$200,040 in mixed small bills, mostly \$20
- j. July 17, 2015 River Rock cash buy-in for \$50,000 in mixed bills.
- k. July 24, 2015 River Rock cash buy-in for \$100,040 in \$20 bills.
- l. July 29, 2015 River Rock cash buy-in for \$170,040 in \$20 bills.
- m. July 30, 2015 River Rock cash buy-in for \$99,995 in mixed denomination bills.

**R.** [REDACTED]

62. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 20027.<sup>204</sup>

63. [REDACTED] iTrak file has numerous reported incidents from 2010 through 2017, including large cash buy-ins and interactions with known loan sharks.<sup>205</sup> Among the noteworthy incidents are:

- a. January 13, 2010 transaction at River Rock involving a \$50,000 cash buy-in by Jack Qin, who appeared to give the chips to [REDACTED] via an intermediary. Qin is a reported associate of Jin<sup>206</sup> who was later barred for cash facilitation and loan sharking activities.<sup>207</sup>
- b. June 21, 2011 Edgewater cash buy-in for \$70,000 in \$20 bills.<sup>208</sup>
- c. March 7, 2012 Edgewater exchange of cash/chips observed between [REDACTED] and [REDACTED], who was identified as a suspected loan shark by BCLC and banned permanently in 2019.<sup>209</sup>
- d. October 1, 2014 Edgewater cash buy-in for \$10,000 in \$5 bills following a cash drop by [REDACTED], who was banned by BCLC for cash facilitation.<sup>210</sup>

<sup>204</sup> BCLC0012067

<sup>205</sup> BCLC0012067

<sup>206</sup> Exhibit 663 (Chizawsky affidavit) p. 254, p.271

<sup>207</sup> BCLC0012067 (IN20100001776), BCLC0009256

<sup>208</sup> BCLC0012067

<sup>209</sup> BCLC0012067 (IN20120011474), BCLC0015315

<sup>210</sup> BCLC0012067 (IN20140049698), BCLC0009256

- e. October 27, 2014 River Rock bank draft buy-in for \$157,000. A summary of the incident notes that he withdrew the full amount from his player account and left the casino after 20 minutes with no play.<sup>211</sup>
- f. January 24, 2015 River Rock cash buy-in for \$80,020 in \$20 bills with no play.<sup>212</sup>
- g. February 5, 2015 River Rock cash buy-in for \$80,000 in \$20 bills.
- h. March 22, 2015 Edgewater documented cash drop-off in valet circle.
- i. March 27, 2015 Edgewater documented cash drop-off in taxi loop. A GPEB memo from April 2016 notes that the cash-drop was made by a Toyota Sienna “which resembled the one being driving by” Jin, with the “male driver, possibly Paul JIN, open[ing] up the trunk” and retrieving the bag that contained the cash. [REDACTED] then bought in for \$50,000 in \$20 bills.<sup>213</sup>

S. [REDACTED]

- 64. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 663. A September 2015 internal BCLC report names him as one of 36 individuals “confirmed as having received cash from the Paul JIN network in the last 6 months”.<sup>214</sup>
- 65. A BCLC document heavily redacted by the RCMP appears to record events involving [REDACTED] from 2004 through 2016, including large cash buy-ins in small denominations from June 2012 through September 2016.<sup>215</sup>
- 66. An April 2016 GPEB memo documents a May 11, 2015 incident where [REDACTED] was observed being dropped off at River Rock casino in a Toyota Sienna driven by Jin, who handed him a duffel bag prior to entering the casino. [REDACTED] then bought in for \$220,000 using bundled \$20 and \$10 bills removed from the duffel bag.<sup>216</sup>

<sup>211</sup> GCGC\_PROD\_0023256, GCGC\_PROD\_0025110 (IN20150054445)

<sup>212</sup> GCGC\_PROD\_0025096 (IN20150004341)

<sup>213</sup> BCLC0009256 (IN20150016861)

<sup>214</sup> BCLC0016204

<sup>215</sup> BCLC0012045

<sup>216</sup> GPEB0873.0001



67. In May 2015, ■ had three reported suspicious financial transactions totaling \$655,000, all of which were large cash buy-ins with small bills.<sup>217</sup>

68. Ledgers from the gaming house at 13511 No. 4 Road, appended to the Chizawsky Affidavit, notes that a ■ “played from July 20-30, 2015, September 11-13, 2015; won \$651,000, lost \$3,009,200 and reported repayments of \$1,185,750”.<sup>218</sup>

69. Filings with the BC Supreme Court on October 28, 2013 by the Venetian Macau Ltd and Marina Bay Sands Pte Ltd allege ■ gambled at their casinos on credit in 2012 and owed them approximately HKD 25 million and SGD 4.69 million, respectively, plus interest.<sup>219</sup> The Marina Bay Sands subsequently petitioned for ■ bankruptcy and had a certificate of pending litigation placed on his Vancouver property.<sup>220</sup>

70. No gambling or casino activity was found for ■

#### **T. Yulan Cheng / Li Lin Sha (mortgage CA4356217)**

71. Li Lin Sha is identified in BCLC documents as a high-risk patron with SID 22868. A September 2015 internal BCLC report names him as one of 36 individuals “confirmed as having received cash from the Paul JIN network in the last 6 months”.<sup>221</sup>

72. A GPEB report identifies Sha as being second among the “top 10 SCT [suspicious cash transaction] patrons” for 2014, with total suspicious cash transactions amounting to \$6,995,105.<sup>222</sup> Other suspicious financial transactions were reported dating back to at least 2012.<sup>223</sup> Sha again featured as one of the “Top 5 SFT patrons” in January 2015, with \$353,100 in suspicious cash buy-ins, and in April 2015 with \$470,150 in suspicious buy-ins.<sup>224</sup>

73. BCLC documents indicate that Sha was flagged for making large cash buy-ins in small denominations on a number of occasions between July 2010 and May 2015.<sup>225</sup>

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<sup>217</sup> GCGC\_PROD\_0022310

<sup>218</sup> Chizawsky affidavit (p. 1075)

<sup>219</sup> VLC-S-S-156020, VLC-S-S-156021

<sup>220</sup> Appendix 34, CA5848494

<sup>221</sup> BCLC0016204

<sup>222</sup> GPEB4546.0001

<sup>223</sup> GPEB5299.0001

<sup>224</sup> GCGC\_PROD\_0022304, GCGC\_PROD\_0022314

<sup>225</sup> BCLC0012079

74. No gambling or casino activity was found for Yulan Cheng.

U. [REDACTED]

75. [REDACTED] is identified in BCLC documents as a high-risk patron with SID 77247. A September 2015 internal BCLC report names [REDACTED] as one of 36 individuals “confirmed as having received cash from the Paul JIN network in the last 6 months”.<sup>226</sup>

76. BCLC incident files document [REDACTED] engaging in chip passes,<sup>227</sup> large cash buy-ins with unsourced funds,<sup>228</sup> and other suspicious activity.<sup>229</sup> One incident report from May 2015 notes that [REDACTED] had conducted a total of 102 large cash transactions at BC casinos between February 2010 and May 2015.<sup>230</sup>

77. That May 2015 report describes an incident where [REDACTED] bought in at River Rock Casino for \$220,060 in unsourced small bills.<sup>231</sup> He gambled for approximately an hour with wagers ranging from \$500 to \$3,500 before giving \$220,000 in chips to [REDACTED] an associate with links to several private lenders. According to that report, [REDACTED] had 35 large cash transactions at River Rock between January and May 2015, including four “significant [cash] buy-ins with limited play”.

78. The Chizawsky Affidavit includes an appended summary of ledgers from an illegal gaming house at 13511 No. 4 Rd, which note that [REDACTED] “played from July 23, 2015 to October 6, 2015; won \$1,697,950, lost / borrowed / owed \$4,291,000 and reported payments of \$978,000”. That source adds that he gambled on 45 days during that period. Appended surveillance logs from September 3, 2015 and September 9, 2015 document vehicles registered to [REDACTED] and his wife, [REDACTED], leaving the gaming house property.<sup>232</sup>

V. [REDACTED]

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<sup>226</sup> BCLC0016204

<sup>227</sup> BCLC0015383; BCLC0015478 (IN20150003664, IN20150004061, IN20150013790, IN20150020149, IN20150029809, IN20150042023)

<sup>228</sup> BCLC0015478 (IN20150026580, IN20150026697, IN20150026831, IN20150029171, IN20150030992, IN20150032693, IN20150039694, IN20150041737), GCGC\_PROD\_0025191 (IN20150026580)

<sup>229</sup> BCLC0015478 (IN20150041673)

<sup>230</sup> GCGC\_PROD\_0025191 (IN20150026580)

<sup>231</sup> GCGC\_PROD\_0025191 (IN20150026580)

<sup>232</sup> Exhibit 663, (Chizawsky Affidavit) pp. 244, 305, 1077, and 1088

79. [REDACTED] was identified in BCLC documents as having SID 197644.<sup>233</sup> On October 13, 2016, BCLC issued a directive that [REDACTED] was to be suspended from play pending an investigation and interview. No further details on the nature of the incident were included in available documents, though the inclusion of another individual in the directive (banned cash facilitator [REDACTED]) suggests that it may have involved a drop-off of unsourced cash.<sup>234</sup>

## **W. Summary table of loans and casino buy-ins by borrowers**

80. The following table sets out the dates and amounts borrowed from Jin and Wei, based on NOCCs, foreclosure petitions and Form B mortgage charge documents, alongside the documented cash buy-ins by those borrowers documented by BCLC.

BCSC File number	Plaintiff/ Petitioner/ Lender	Defendant/ Respondent/ Borrower	Date of loan <sup>235</sup>	Amount claimed in court <sup>236</sup> / on mortgage	Date range of cash buy-ins cited in Overview Report
<b>NOCCs / foreclosure petitions</b>					
130346 (Appendix 1)	Paul Jin	Hai Bing Dai, Wen Jun Jiang	December 14, 2012	\$500,000	[REDACTED]
136457 (Appendix 2)	Paul Jin	Wei Guo Chen	July 25, 2013	\$892,500	[REDACTED]
136760 (Appendix 3)	Paul Jin	Wei Guo Chen	August 5, 2013	\$500,000	[REDACTED]
137023 (Appendix 4)	Paul Jin	Yafen Chen, Weiming Chan <sup>237</sup> , Youting Chen	July 1, 2013	\$660,000	[REDACTED]
131403 (Appendix 5)	Paul Jin	Daqing Wang	Mortgage registered February 6, 2013	\$750,000	[REDACTED]
140079 (Appendix 6)	Paul Jin, Xiao Ju Guan	Daqing Wang	January 2013	\$750,000 <sup>238</sup>	[REDACTED]
142623 (Appendix 7)	Chujun Xiang	Paul Jin, Xiao Qi Wei, Jiexi Zhao	04/04/2014	N/A	[REDACTED]
146494 (Appendix 8)	Xiao Qi Wei	Hong Yan Zhang, Shi Jie Qu	May 2 and 10, 2014	\$570,000	[REDACTED]

<sup>233</sup> PAR00002944

<sup>234</sup> GCGC\_PROD\_0058278, GCGC\_PROD\_0031028

<sup>235</sup> According to pleading or mortgage document.

<sup>236</sup> Exclusive of interest and costs.

<sup>237</sup> The NOCC names "Weiming Chan" as a co-defendant, noting that she is the wife of Yafen Chen. In a response to the claim, the defendant notes that her name is Weiming Chen.

<sup>238</sup> Same debt as file 131403 and file 151858

<sup>239</sup> Source document (GPEB4546.0001) does not specify in which months the transactions occurred, only noting that they were in 2014.

BCSC File number	Plaintiff/ Petitioner/ Lender	Defendant/ Respondent/ Borrower	Date of loan <sup>235</sup>	Amount claimed in court <sup>236</sup> / on mortgage	Date range of cash buy-ins cited in Overview Report
151858 (Appendix 9)	Paul Jin	Daqing Wang	February 1, 2013	\$300,000	
152698 (Appendix 10)	Paul Jin	Jiang Bo Zhang, Ru Bing Shen	November 26, 2014	\$405,000	
154010 (Appendix 11)	Paul Jin	Yi Tong Xu, Hai Yan Liu	April 18, 2015	\$250,000	
154011 (Appendix 12)	Paul Jin	Tian Yong Zhang, Yu Ting Pang	April 14, 2015	\$50,000	
154354 (Appendix 13)	Paul Jin	Fu Xing Wu, Cui Li	April 14, 2015	\$300,000	
154355 (Appendix 14)	Xiao Qi Wei	Hua Feng, Cheng Li	April 2, 2015	\$1 million	
155331 (Appendix 15)	Xiao Qi Wei	Yuqing (Canada) Enterprises Co Ltd	April 2015	\$1 million	
156710 (Appendix 16)	Paul Jin	Jia Gui Gao	October 2014 – June 2015	\$2.3 million	
164148 (Appendix 17)	Paul Jin	An Qi Zhang	September – October 2014	\$80,000	
165528 (Appendix 18)	Paul Jin	Xiao Bing Liu	December 2015	\$2.68 million	
168205 (Appendix 19)	Paul Jin	Pi Long Sun, Ying Wang	August 1, 2015	\$600,000	
168302 (Appendix 20)	Paul Jin	Xue Shi Wang	February 28, 2015	\$400,000	
174286 (Appendix 21)	Paul Jin	Weijie Li, Shu Ping Liu	September 4 and 12, 2016	\$200,000	
184259 (Appendix 22)	Paul Jin	Jia Gui Gao	March 8, 2016	\$8 million	
<b>Mortgages</b>					
CA2985493 (Appendix 23)	Paul Jin	Daqing Wang	06/02/2013	\$750,000	
CA3211764 (Appendix 24)	Paul Jin	Chujun Xiang	02/07/2013	\$30,000	
CA3978265 (Appendix 25)	Paul Jin	An Qi Zhang	24/09/2014	\$60,000	
CA4327706 (Appendix 26)	Paul Jin	Hua Feng	09/04/2015	\$110,000	
CA4356217 (Appendix 27)	Xiao Qi Wei	Yulan Cheng (Li Lin Sha as covenantor)	24/04/2015	\$1 million	
CA4412834 (Appendix 28)	Xiao Qi Wei	Chuan Sheng Liu	22/05/2015	\$1.2 million	
CA5031739 (Appendix 29)	Paul Jin	Jia Gui Gao	08/03/2016	\$8 million	

BCSC File number	Plaintiff/ Petitioner/ Lender	Defendant/ Respondent/ Borrower	Date of loan <sup>235</sup>	Amount claimed in court <sup>236</sup> / on mortgage	Date range of cash buy-ins cited in Overview Report
CA5986431 (Appendix 30)	Xiao Qi Wei	Mengfan Tan	10/05/2017	\$300,000	██████
CA6334674 (Appendix 31)	Xiao Qi Wei	Mengfan Tan	28/09/2017	\$125,000	██████

## 5. RECENT MORTGAGE LENDING ACTIVITY

81. Jin and Wei do not appear to have registered any mortgages against BC property since September 2017. However, research identified two mortgages issued in 2018-2019 by companies associated with them, which are detailed below.

82. **1116909 BC Ltd** was incorporated April 28, 2017 and its sole director is Jesse Xin Jia. He became a director in August 2019. Corporate filings show that Xiao Qi Wei was also previously a director, from incorporation until April 2019.<sup>242</sup> The company issued a \$3 million loan, secured by a mortgage registered by LTSA document CA7262007 in December 2019.

83. **1233543 BC Ltd** was incorporated on December 12, 2019 and its sole director is Jesse Xin Jia. He replaced the first recorded director, Shi Zhe Fan, on March 25, 2020.<sup>243</sup> The company issued a \$400,000 loan, secured by a mortgage registered by LTSA document CA7997305 in January 2020.

Charge number	Lender	Borrower	Date	Principal	Interest	Term	Law firm
CA7262007 <sup>244</sup>	1116909 BC Ltd	Fang Yang, Jianwei Liang <sup>245</sup>	19/12/2018	\$3 million	6%	1 yr.	Remedios & Co
CA7997305 <sup>246</sup>	1233543 BC Ltd	Fei Yue Wang, Meng Hua Cao <sup>247</sup>	23/01/2020	\$400,000	24%	1 yr.	Cao Law Corp

<sup>240</sup> The cash-drop incident took place in October 2016.

<sup>241</sup> The cash-drop incident took place in October 2016.

<sup>242</sup> See Appendix 32, From April 2019 through August 2019, the director was Tie Jun Wang

<sup>243</sup> Appendix 33, 1233543 BC Ltd. Corporate Summary and notices of Change of Directors

<sup>244</sup> Appendix 35, CA7262007

<sup>245</sup> Jianwei Liang was the guarantor on the mortgage

<sup>246</sup> Appendix 36, CA7997305

<sup>247</sup> A power of attorney was signed on January 13, 2020 giving Feiyue Wang authority to act for Menghua Cao, the property owner (CA7994429).

84. In an affidavit in these proceedings made March 8, 2021, Jian Wei Liang relates that he and his wife borrowed money from Jin in the summer and winter of 2018.<sup>248</sup> Mr. Liang deposes that he borrowed money from Jin in Macau in order to gamble. The loan was later secured by a mortgage over Vancouver residential property held in his wife's name. Although Liang knew the lender only by the name "Ah Bao", he affirmed that a photograph of Mr. Jin obtained from media reports was a photograph of the same person.

85. No other mortgage lending activity was detected for Jin or his immediate family members.

\* \* \*

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<sup>248</sup> Exhibit 766.

**S-130346**

**JAN 16 2013**

No. \_\_\_\_\_  
Vancouver Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN**

**PAUL KING JIN**

**Plaintiff**

**AND**

**WEN JUN JIANG  
HAI BING DAI**

**Defendants**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### **Claim of the Plaintiff**

#### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin ("Jin"), businessman, has an address for service at c/o #100 – 8120 Granville Avenue, Richmond, B.C. V6Y 1P3.
2. The Defendant Wen Jun Jiang is a businessman who resides at 8223 French Street, Vancouver, B.C. V6P 4V9.
3. The Defendant Hai Bing Dai is a businesswoman, who resides at 8223 French Street, Vancouver, B.C. V6P 4V9. The Defendants Wen Jun Jiang and Hai Bing Dai are husband and wife.
4. On or about December 14, 2012, Jin loaned the Defendants the amount of \$500,000 (the "Loan Amount"). The Loan Amount was to be repaid by December 31, 2012 without interest. The parties later agreed to extend the date of repayment to January 8, 2013. A promissory note was prepared to document the loan.
5. The Defendants' stated purposes for borrowing the Loan Amount were to build a house on a property they owned, to pay for living expenses, and to pay back a line of credit secured by their residence, 8223 French Street, Vancouver, B.C., which they beneficially owned, and is registered in the name of the Defendant Hai Bing Dai ("French Street"). Jin believes the Loan Amount was used for these purposes, including particularly to improve, maintain, and fully acquire or re-acquire their interest in French Street.
6. The Defendants did not repay the Loan Amount by January 8, 2013 or at all. Jin has demanded the Defendants repay the Loan Amount. The Defendants have either refused or neglected to tender any payment to date.



## **Part 2: RELIEF SOUGHT**

1. A declaration that the Defendants are jointly and severably liable to Jin for the Loan Amount, and an Order that they repay the monies outstanding plus court-ordered interest;
2. Damages for breach of contract;
3. A declaration that the Defendants and each of them hold the Loan Amount in trust for Jin, on the basis of an express, resulting or constructive trust, and have been unjustly enriched by Jin, to the corresponding detriment of Jin and without juristic reason, and an Order that the Defendants and each of them repay the monies to Jin plus court-ordered interest as applicable;
4. Declaration that the Defendant Hai Bing Dai holds French Street in trust for Jin to the extent of the Loan Amount on the basis of an express, resulting or constructive trust, and with regards to French Street has been unjustly enriched by Jin, to the corresponding detriment of Jin and without juristic reason;
5. Certificate of Pending Litigation against 8223 French Street, Vancouver, B.C., legally described as PID 005-443-725 Lot 7 of Lots 1 to 4 Block B District Lot 324 Plan 3651;
6. Tracing;
7. An accounting;
8. Interest under the *Court Order Interest Act*; and
9. Costs;
10. Such further and other relief as this Honourable Court deems just.

## **Part 3: LEGAL BASIS**

1. Law of Contract;
2. Law of Debt;
3. Law of Trusts, Unjust Enrichment and Restitution;
4. Equitable remedies of accounting and tracing;
5. *Court Order Interest Act*;

6. *Land Title Act*; and
7. *Supreme Court Civil Rules*.

Plaintiff's address for service:

Wallace M. Wong & Co.  
 Suite 100 – 8120 Granville Avenue  
 Richmond, B.C. V6Y 1P3  
 Tel: 604-278-8086  
 Fax: 604-278-6986  
 E-mail address for service (if any): not applicable.

Place of trial: Vancouver, B.C.

The address of the registry is:

Vancouver Law Courts  
 800 Smithe St.  
 Vancouver, B.C. V6Z 2E1

Date: January 15, 2013

.....  
 Signature of  
☐ plaintiff ☒ lawyer for plaintiff

WALLACE M. WONG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## **Appendix**

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Claim for money owed.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above

[ ] do not know

**Part 4:**

*Court Order Interest Act*

*Land Title Act*



**FORM 2**  
**(RULE 3-3(1))**

No. S-130346  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff

and

WEN JUN JIANG  
HAI BING DAI

Defendants

**RESPONSE TO CIVIL CLAIM**

**Filed by:** HAI BING DAI (the "Defendant")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 -- Defendant's Response to Facts**

1. The facts alleged in paragraph(s) none of Part 1 of the notice of civil claim are admitted.
2. The facts alleged in paragraph(s) 3, 4, and 5 of Part 1 of the notice of civil claim are denied.
3. The facts alleged in paragraph(s) 1, 2, and 6 of Part 1 of the notice of civil claim are outside the knowledge of the defendant(s).

**Division 2 -- Defendant's Version of Facts**

1. In response to paragraph 3 of the Notice of Civil Claim ( the "Notice"), the Defendants are currently not husband and wife, as they were divorced on December 12, 2007.
2. In response to paragraph 4 of the Notice, the Defendant Hai Bing Dai ("Dai") had never borrowed any money from the Plaintiff.
3. In fact, on December 14, 2012, when the alleged loan occurred, the Defendant Dai was not in Canada and had never signed any promissory note as alleged.
4. In response to paragraph 5 of the Notice, the Defendant Dai denies using the Plaintiff's money to build, improve, renovate, or maintain the property located at 8223 French Street, Vancouver, BC (the "Property").
5. The Defendant Dai purchased the Property in 2009 by using her own money and incurring a TD Bank mortgage.

6. The Defendant Dai had never used the Plaintiff's money to pay off her mortgage or her living expenses.

### Division 3 -- Additional Facts

- 1.

### Part 2: RESPONSE TO RELIEF SOUGHT

1. The defendant(s) consent(s) to the granting of the relief sought in paragraphs none of Part 2 of the notice of civil claim.
2. The defendant(s) oppose(s) the granting of the relief sought in paragraphs All of Part 2 of the notice of civil claim.
3. The defendant(s) take(s) no position on the granting of the relief sought in paragraphs none of Part 2 of the notice of civil claim.

### Part 3: LEGAL BASIS

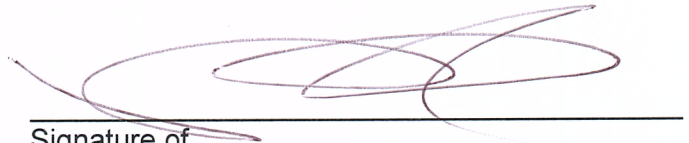
1. The Plaintiff has onus to prove allegation of debts.
2. Law of Trusts; and
3. *Supreme Court Civil Rules*.

Defendant's address for service:

George Lee Law Office  
Crystal Office Tower  
608-4538 Kingsway  
Burnaby, BC V5H 4T9

Fax number address for service (if any): 604 681-1606  
E-mail address for service (if any): visa649@yahoo.com

Date: March 26, 2013



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Signature of  
☐ defendant ☒ lawyer for Defendant Hai Bing Dai  
George Lee

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.





This is the 1<sup>st</sup> affidavit of Paul King Jin.  
in this case made on May 22, 2014  
No. S130346  
Vancouver Registry

**In the Supreme Court of British Columbia**

Plaintiff: PAUL KING JIN

Defendants: WEN JUN JIANG and HAI BING DAI

**AFFIDAVIT #1 OF PAUL KING JIN**

I, Paul King Jin, Manager, c/o Wallace M. Wong & Co, #100 – 8120 Granville Avenue,  
Richmond, British Columbia, V6Y 1P3 AFFIRM AND SAY AS FOLLOWS:

1. I am the Plaintiff, and as such, have personal knowledge of the facts to which I depose except where stated to be on information and belief, in which case I believe the statements to be true.
2. I have reviewed and had an interpreted to me, the Affidavit sworn by David Yue on May 7, 2014 on behalf of the Defendant Hai Bing Dai (“Ms. Dai”) and filed in the Court Registry on May 8, 2014. (“the Affidavit”)
3. I do not know any David Yue and have never met him in regards to this matter.
4. I believe that everything Mr. David Yue said in his Affidavit is hearsay that he has apparently been told by Ms. Dai.
5. I believe that Ms. Dai should swear her own affidavit in this proceeding, and has it interpreted to her by a proper interpreter, if she cannot communicate in English language for court purposes.
6. In further and better answer to paragraph 2 of the Affidavit of Mr. David Yue, I believe that Ms. Dai would have received an immediate notice of the Certificate Pending Litigation filed against her property from the Land Title Office as I understand is the customary procedure.
7. In reply to the paragraph 7 of the Affidavit of Mr. David Yue, my replies are as follows:-

- (a) I have no knowledge whether the property located at 8223 French Street, Vancouver was entirely purchased with Ms. Dai's funds or with her family funds. I do understand that she is the sole registered owner of the Property, but I do not know about her actual beneficial interest in the Property or that of her "ex-husband" Wen Jun Jiang, who is the co-Defendant in this proceeding.
- (b) To reply paragraph 7(c) of the Affidavit of Mr. David Yue, my understanding is that not only Ms. Dai and her children are living at the property at 8337 French Street, Vancouver, B.C., but her so called "ex-husband", the other Defendant, Wen Jun Jiang also lives at that property with their children. I believe that in fact they are not divorced at all.
- (c) To reply paragraph 7(d), I do not believe that Ms. Dai has been divorced from her "ex-husband", the co-Defendant Wen Jun Jiang since December 12, 2007 as alleged otherwise. The co-Defendant Mr. Wen Jun Jiang has never told me that he has been divorced from his wife, the co-Defendant, Hai Bing Dai. If they were divorced in December 2007. That would mean there were divorced in China approximately two years before they landed in Canada. I know this because the "ex-husband" Wen Jun Jiang has shown me his immigration Record of Landing which indicates that his family landed in Canada in 2009. Therefore, if they were actually divorced two years before them landing, they might be irregularity in their representation to Canada Immigration in the manner in which they obtained landing. I would request to the Defendants to provide me a copy of the Divorce Order and their immigration papers, including the Records of Landing, to confirm the truth of these allegations contained in the paragraph 7(d).
- (d) In reply to paragraph 7(e), it is true that I have had no prior dealing with the Defendant Hai Bing Dai or met her. However, my dealing has been with her so-called "ex-husband" Wen Jun Jiang. In December 2012, I lent to him \$800,000 by way of cash and bank drafts; those monies were transferred to him at his home located at 8223 French Street, Vancouver, B.C. He and his children were present at the time, but Ms. Dai was not. At the time I loaned monies to the co-Defendant Wen Jun Jiang, he said that all or part of the monies would be used for renovation of their home located at 8223 French Street, Vancouver, B.C., because the home was getting old. Later on, when I visited their home, I saw the kitchen had been newly renovated, and there are new floors and the walls have been painted. Accordingly, I believe that the monies advanced were used in part, or in whole, for renovation of the home as he had told me.

- (e) In reply to paragraph 7(f), I say that after I advanced monies to the co-Defendant Wen Jun Jiang, he gave me various promissory notes dated around December 14, 2012, and thereafter which he told me had been signed by him and his wife and I believe him. Copies of the notes are attached as Exhibit "A" hereto.
- (f) In reply to paragraph 7(g) of the Affidavit, I do not know when the Defendant, Hai Bing Dai was in Canada or not. As I have said earlier, the co-Defendant Wen Jun Jiang told me that the promissory notes were signed by both him and his wife and I believed him.
- (g) In reply to paragraph 7(i), the Defendant Wen Jun Jiang has repaid approximately \$500,000 of the \$800,000 loan, not including interest. There is still about \$300,000 owing, not including interest and costs. He has told me that he would pay off the balance sometime next time in June 2014 when he returns to Canada. It is because of this ongoing negotiation that, no trial date has been set. It is therefore not correct to say that no steps have been taken in this action, since I am trying to settle without the need for expensive litigation. However, I do believe that the Defendant Hai Bing Dai also received the benefit of the loan and monies were used on the property. That is why I believe the Certificate of Pending Litigation should remain filed against the Property until this matter has been resolved.
- (h) However, if the Defendant Hai Bing Dai wishes to set a trial date or do an Examination for Discovery and other legal procedures. I can certainly do that at this time. However, I would wish to wait until the co-Defendant Wen Jun Jiang returns next month to see whether this matter can be settled before proceeding to trial.

Affirmed before me at the City of )  
 Richmond, in the Province of )  
 British Columbia, this **22<sup>ND</sup>** day of )  
 May, 2014. )

\_\_\_\_\_  
 A Commissioner for taking  
 Affidavits within British Columbia )

WALLACE M. WONG  
 BARRISTER & SOLICITOR  
 #100-8120 Granville Avenue  
 Richmond, B.C.  
 Canada V6Y 1P3

\_\_\_\_\_  
 PAUL KING JIN

# 借条

今借到 现金加币伍  
拾万元整 (500000) 元

今借人: 江文君  
戴海兵

2012.12.14日

电话: 7786887166

This is Exhibit "A" referred to in the  
affidavit of... Paul King Jim  
this 22<sup>nd</sup> day of May 2019  
A Commissioner for taking Affidavits  
within British Columbia

协议

江文君 今知

达成协议. 于2013年3月10日还款加叁拾万元  
至于4月10还款 ~~如~~ 拾万加币. 还有利息一起还.

2013.1.30号

江文君

速8中国预订热线  
40018 40018  
www.super8.com.cn

## 借据

江文君(WEN JUN JIANG),戴海兵(HAI BING DAI) 今借到 PAUL KING JIN 加币 900000 万元整, 于 2013 年 4 月 30 日前还清, 并将地址 8233 FRENCH STREET, VANCOUVER, B.C.的一处房子作担保, 另将 2012 年 BMX X6, PLATE NO.718 NMP 作抵押

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note.

立字此据

借款人: 江文君  
戴海兵

2013 年 3 月 28 日星期四

### Promissory Notes

Wen Jun Jiang and Hai Bing Dai now borrow CAD900,000 from Paul King Jin. We will make a full payment before April 30, 2013. We put the house of 8233 French Street, Vancouver, B.C. and 2012 BMX X6 under plate No718 NMP as security for this mortgage.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note.

We put this into written evidence.

Debtors :       Signature of Wen Jun Jiang

Signature of Hai Bing Dai

March 28, 2013 Thursday

No. S130346  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

Plaintiff

AND

WEN JUN JIANG  
HAI BING DAI

Defendants

---

**AFFIDAVIT #1 OF PAUL KING JIN**

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WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086  
FAX: (604) 278-6986

PER: WALLACE M. WONG

File No. WW-L1237





This is the 1<sup>st</sup> Affidavit  
of D. Yue in this case and was  
made on May 7<sup>th</sup>, 2014

No. S130346  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between:

Paul King Jin

Plaintiff

And:

Wen Jun Jiang  
Hai Bing Dai

Defendants

**AFFIDAVIT**

I, David Yue, Businessman, of 3364 – 1055 Dunsmuir Street, Vancouver, British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a personal friend of the Defendant, Hai Bing Dai, and as such I have personal knowledge of the facts and matters deposed to herein, save and except where stated to be on information and belief and where so stated I verily believe them to be true.
2. I am involved in the development, sale and marketing of residential real estate in Vancouver. For the last year, I have been assisting Ms. Dai in her search for a new property in Vancouver. It was in connection with this search that it came to my attention that Ms. Dai's current home, located at 8223 French Street, Vancouver, is encumbered with a certificate of pending litigation.
3. I am assisting Mr. Dai in connection with this matter since she does not speak any English. Her and I communicate exclusively in Cantonese and Mandarin.

4. Now shown to me and attached hereto as **Exhibit “A”** to my affidavit is a true copy of the Land Title Search for the residential property located at 8337 French Street, Vancouver, B.C. (the “Property”).

5. Now shown to me and attached hereto as **Exhibit “B”** to my affidavit is a true copy of Certificate of Pending Litigation issued in this proceeding on January 16, 2013.

6. Now shown to me and attached hereto as **Exhibit “C”** to my affidavit is a true copy of a screenshot from BC Online listing all the documents filed in this court action as of May 7, 2014.

7. I am advised by Ms. Dai of the following facts:

- a) she purchased the Property using her own funds on or about May 7, 2009 and is the sole registered owner of the Property;
- b) she is a business person involved in the trade of spices and travels to and from China regularly;
- c) when she is in Vancouver, she resides at 8337 French Street, Vancouver, B.C.;
- d) she has been divorced from her ex-husband, the Defendant Wen Jun Jiang, since December 12, 2007, approximately five years before the material time period pleaded in the Notice of Civil Claim herein;
- e) she has no prior or current relationship with the Plaintiff and denies ever receiving any money from him, in fact she has never even met him;
- f) she never signed a promissory note as alleged in the Notice of Civil Claim;

- g) on December 14, 2012, at the time the alleged loan was made and the alleged promissory note prepared, she was not in Canada;
- h) upon learning about the Notice of Civil Claim, she hired a lawyer who filed a Response to Civil Claim on her behalf;
- i) she has heard nothing further from the Plaintiff and no steps have been taken whatsoever in this action since March 26, 2013; and
- j) she has decided to assume carriage of the defence of this matter on her own in all the circumstances.

8. I have reviewed the contents of this Affidavit, line by line, with Ms. Dai, who has confirmed the accuracy of everything herein.

**SWORN BEFORE ME** at the City of  
Vancouver, in the Province of British  
Columbia, this 7<sup>th</sup> day of May, 2014.

  
A Commissioner for taking Affidavits  
within British Columbia

  
\_\_\_\_\_  
**DAVID YUE**

**Abbas Sabur**  
SHAPRAY CRAMER  
FITTERMAN LAMER LLP  
Barristers & Solicitors  
670 - 999 Canada Place  
Vancouver, BC V6C 3E1

**TITLE SEARCH PRINT**

2014-05-07, 13:59:30

Requestor: sharon@scfl-law.com

Folio/File Reference:52011

\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

<b>Land Title District</b>	VANCOUVER
Land Title Office	VANCOUVER
<b>Title Number</b>	CA1105801
From Title Number	BX396003
<b>Application Received</b>	2009-05-07
<b>Application Entered</b>	2009-05-11
<b>Registered Owner in Fee Simple</b>	
Registered Owner/Mailing Address:	HAI BING DAI, BUSINESSWOMAN 8223 FRENCH STREET VANCOUVER, BC V6P 4V9
<b>Taxation Authority</b>	CITY OF VANCOUVER
<b>Description of Land</b>	
Parcel Identifier:	005-443-725
Legal Description:	LOT 7 OF LOTS 1 TO 4 BLOCK B DISTRICT LOT 324 PLAN 3651
<b>Legal Notations</b>	NONE
<b>Charges, Liens and Interests</b>	
Nature:	MORTGAGE
Registration Number:	CA1105802
Registration Date and Time:	2009-05-07 06:01
Registered Owner:	THE TORONTO-DOMINION BANK
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA2955681
Registration Date and Time:	2013-01-17 09:02
Registered Owner:	PAUL KING JIN
<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
<b>Transfers</b>	NONE

This is Exhibit "A" referred to in the  
affidavit of HAI BING DAI  
sworn before me at Vancouver  
this 7th day of May 2014  
A Notary Public for the  
Province of BC

**TITLE SEARCH PRINT**

Requestor: sharon@scfl-law.com

Folio/File Reference:52011

2  
2014-05-07, 13:59:30

**Pending Applications**

NONE

**Assessment Roll Report****Disclaimer**

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

<b>Report Date:</b>	May 07, 2014	<b>Report Time:</b>	02:01:01 PM
<b>Folio:</b>	52011	<b>For:</b>	PC67835
<b>Roll Year:</b>	2014	<b>Roll Number:</b>	012-132-823-77-0000
<b>Area:</b>	09	<b>Jurisdiction:</b>	200
<b>School District:</b>	39		
<b>Neighbourhood:</b>	012 - MARPOLE		
<b>Property Address:</b>	8223 FRENCH ST VANCOUVER BC V6P 4V9		
<b>Owner Name:</b>	HAI BING DAI	<b># of Owners:</b>	1
<b>Owner Address:</b>	8223 FRENCH ST VANCOUVER BC V6P 4V9		
<b>Document No:</b>	CA1105801		
<b>PID:</b>	005-443-725		
<b>Legal Description:</b>	Lot 7, Block B, Plan VAP3651, District Lot 324, New Westminster Land District, OF LOTS 1 TO 4		

**2014 Value**

Property Class	Land	Improvement
Residential	\$914000	\$262000

**Total Actual Value:** \$1176000**2013 Value**

Property Class	Land	Improvement
Residential	\$948000	\$270000

**Total Actual Value:** \$1218000**2012 Value**

Property Class	Land	Improvement
Residential	\$953000	\$277000

**Total Actual Value:** \$1230000**Manual Class:** 0152 - 2 Sty Sfd - After 1930 - Semicustom**Actual Use:** 000 - Single Family Dwelling**Tenure:** 01 - Crown-Granted**ALR:****Land Dimension:** 33 X 113.45 **Land Dimension Type:** Width x Depth (ft x ft)**Sales: Number Description**

- |    |   |
|----|---|
| #1 | A SINGLE PROPERTY, IMPROVED SALE occurred on 07 May 2009. This was a CASH sale and the price was 768,000. The document # was CA1105801. |
| #2 | A SINGLE PROPERTY, IMPROVED SALE occurred on 29 Nov 2005. This was a CASH sale and the price was 673,000. The document # was BX396003.  |
| #3 | A SINGLE PROPERTY, IMPROVED SALE occurred on 23 Jun 2005. This was a CASH sale and the price was 630,000. The                           |

4

- document # was BX457539.
- #4 A SINGLE PROPERTY, IMPROVED SALE occurred on 15 Nov 2002. This was a CASH sale and the price was 450,000. The document # was BT420354.
- #5 A SINGLE PROPERTY, IMPROVED SALE occurred on 10 Mar 1998. This was a CASH sale and the price was 492,000. The document # was BM73028.
- #6 A SINGLE PROPERTY, IMPROVED SALE occurred on 11 Jul 1988. This was a CASH sale and the price was 290,000. The document # was GB76433.

**Additional Owners:**

No Additional Owners

**Associated PIDs:**



- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application; and
    - the imaged copy of each supporting document attached to this electronic application.and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Wallace Moon  
Wong EG8ZBN

Digitally signed by Wallace Moon  
Wong EG8ZBN  
DN: c=CA, cn=Wallace Moon Wong  
EG8ZBN, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=EG8ZBN  
Date: 2013.01.16 14:58:08 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Wallace M. Wong, Barrister & Solicitor

WALLACE M. WONG & CO., Barristers & Solicitors

#100-8120 Granville Avenue

Richmond

BC V6Y 1P3

LTO Client No.12380

Tel: (604) 278-8086

File No.: WW-L1237

Document Fees: \$30.25

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

as to the interest of Hai Bing Dai

005-443-725

LOT 7 OF LOTS 1 TO 4 BLOCK B DISTRICT LOT 324 PLAN 3651

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**CERTIFICATE OF PENDING LITIGATION**

ADDITIONAL INFORMATION:

This is Exhibit "B" referred to in the  
affidavit of Hai Bing Dai  
sworn before me at Vancouver  
this 7<sup>th</sup> day of May 2014

A Notary Public for the  
Province of BC

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**PAUL KING JIN, BUSINESSMAN**

100-8120 GRANVILLE AVENUE

RICHMOND

V6Y 1P3

BRITISH COLUMBIA

CANADA



Land Title Act  
Form 31  
(section 215 (1))

NATURE OF INTEREST: CHARGE: CERTIFICATE OF PENDING LITIGATION  
HEREWITH FEE OF \$30.05

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

PID 005-443-725  
Lot 7 of Lots 1 to 4 Block B District Lot 324 Plan 3651

Address of person entitled to register this certificate of pending litigation:  
Paul King Jin, c/o Suite 100 – 8120 Granville Avenue Richmond, B.C. V6Y 1P3.

Full name, address, telephone number of person presenting application:  
Wallace M. Wong, of Wallace M. Wong & Co, Suite 100 – 8120 Granville Avenue Richmond, B.C. V6Y 1P3.

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

SIGNATURE OF SOLICITOR

JAN 1 6 2013

No. \_\_\_\_\_  
Vancouver Registry

BETWEEN



IN THE SUPREME COURT OF BRITISH COLUMBIA

PAUL KING JIN

Plaintiff

AND

WEN JUN JIANG  
HAI BING DAI

Defendants

### CERTIFICATE OF PENDING LITIGATION

I CERTIFY that in a proceeding commenced in this court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of the court at Vancouver, British Columbia, this 6<sup>th</sup> day of January, 2013.

F. ASIN

REGISTRAR

DEPUTY DISTRICT REGISTRAR

\*Fee not applicable where certificate of pending litigation relates to proceedings under the *Builders Lien Act*.

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN**

**PAUL KING JIN**

**Plaintiff**

**AND**

**WEN JUN JIANG  
HAI BING DAI**

**Defendants**

---

**CERTIFICATE OF PENDING LITIGATION**

---

**WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3**

**TEL: (604) 278-8086  
FAX: (604) 278-6986**

**PER: WALLACE M. WONG**

**File No. WW-L1237**

S-130346

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

No. \_\_\_\_\_  
Vancouver Registry

JAN 1 8 2013

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

PAUL KING JIN

Plaintiff

AND

WEN JUN JIANG  
HAI BING DAI

Defendants

### NOTICE OF CIVIL CLAIM

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

#### **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### **Claim of the Plaintiff**

#### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin ("Jin"), businessman, has an address for service at c/o #100 – 8120 Granville Avenue, Richmond, B.C. V6Y 1P3.
2. The Defendant Wen Jun Jiang is a businessman who resides at 8223 French Street, Vancouver, B.C. V6P 4V9.
3. The Defendant Hai Bing Dai is a businesswoman, who resides at 8223 French Street, Vancouver, B.C. V6P 4V9. The Defendants Wen Jun Jiang and Hai Bing Dai are husband and wife.
4. On or about December 14, 2012, Jin loaned the Defendants the amount of \$500,000 (the "Loan Amount"). The Loan Amount was to be repaid by December 31, 2012 without interest. The parties later agreed to extend the date of repayment to January 8, 2013. A promissory note was prepared to document the loan.
5. The Defendants' stated purposes for borrowing the Loan Amount were to build a house on a property they owned, to pay for living expenses, and to pay back a line of credit secured by their residence, 8223 French Street, Vancouver, B.C., which they beneficially owned, and is registered in the name of the Defendant Hai Bing Dai ("French Street"). Jin believes the Loan Amount was used for these purposes, including particularly to improve, maintain, and fully acquire or re-acquire their interest in French Street.
6. The Defendants did not repay the Loan Amount by January 8, 2013 or at all. Jin has demanded the Defendants repay the Loan Amount. The Defendants have either refused or neglected to tender any payment to date.

## **Part 2: RELIEF SOUGHT**

1. A declaration that the Defendants are jointly and severably liable to Jin for the Loan Amount, and an Order that they repay the monies outstanding plus court-ordered interest;
2. Damages for breach of contract;
3. A declaration that the Defendants and each of them hold the Loan Amount in trust for Jin, on the basis of an express, resulting or constructive trust, and have been unjustly enriched by Jin, to the corresponding detriment of Jin and without juristic reason, and an Order that the Defendants and each of them repay the monies to Jin plus court-ordered interest as applicable;
4. Declaration that the Defendant Hai Bing Dai holds French Street in trust for Jin to the extent of the Loan Amount on the basis of an express, resulting or constructive trust, and with regards to French Street has been unjustly enriched by Jin, to the corresponding detriment of Jin and without juristic reason;
5. Certificate of Pending Litigation against 8223 French Street, Vancouver, B.C., legally described as PID 005-443-725 Lot 7 of Lots 1 to 4 Block B District Lot 324 Plan 3651;
6. Tracing;
7. An accounting;
8. Interest under the *Court Order Interest Act*; and
9. Costs;
10. Such further and other relief as this Honourable Court deems just.

## **Part 3: LEGAL BASIS**

1. Law of Contract;
2. Law of Debt;
3. Law of Trusts, Unjust Enrichment and Restitution;
4. Equitable remedies of accounting and tracing;
5. *Court Order Interest Act*;

6. *Land Title Act*; and  
7. *Supreme Court Civil Rules*.

Plaintiff's address for service:

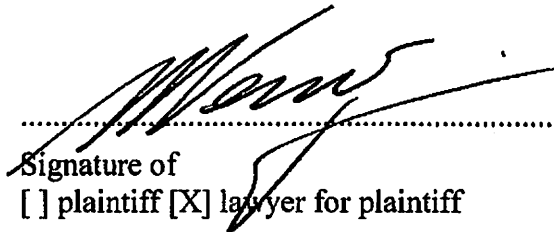
Wallace M. Wong & Co.  
Suite 100 – 8120 Granville Avenue  
Richmond, B.C. V6Y 1P3  
Tel: 604-278-8086  
Fax: 604-278-6986  
E-mail address for service (if any): not applicable.

Place of trial: Vancouver, B.C.

The address of the registry is:

Vancouver Law Courts  
800 Smithe St.  
Vancouver, B.C. V6Z 2E1

Date: January 15, 2013

  
.....  
Signature of  
[ ] plaintiff [X] lawyer for plaintiff

WALLACE M. WONG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## **Appendix**

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Claim for money owed.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above

[ ] do not know

**Part 4:**

*Court Order Interest Act*

*Land Title Act*



No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN**

**PAUL KING JIN**

**Plaintiff**

**AND**

**WEN JUN JIANG  
HAI BING DAI**

**Defendants**

---

**NOTICE OF CIVIL CLAIM**

---

**WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3**

**TEL: (604) 278-8086  
FAX: (604) 278-6986**

**PER: WALLACE M. WONG**

**File No. WW-L1237**

15

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You are logged on as MARIE BROTHERS - pc67835

File Number VLC-S-S-130346

File Options:

[File Summary Report - \\$6.00](#)[Request Documents](#)[New Search](#)[Back to Search Results](#)[52011 \[ UPDATE \]](#)

Access Basis:

Public View

Case Basics

Parties

Documents

Hearings and Results

Transfers

Initiating Document	Amended Document	#	Document Description	Date Document Filed	Claim Amount	Document Request
		2	<a href="#">Response to Civil Claim</a>	26Mar2013		<a href="#">View</a>
<input checked="" type="checkbox"/>		1	<a href="#">Notice of Civil Claim</a>	16Jan2013		<a href="#">View</a>

This is Exhibit "C" referred to in the  
affidavit of ... Hai Bing Dai ...  
sworn before me at ... Vancouver ...  
this ... 7th day of ... May ... 2014.

.....  
A Notary Public for the  
Province of BC.

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*In the Supreme Court of British Columbia*

Between

Paul King Jin

Plaintiff

and

Wen Jun Jiang  
Hai Bing Dai

Defendants

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**AFFIDAVIT**

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*Abbas Sabur*

**SHAPRAY CRAMER FITTERMAN LAMER LLP**

Barristers & Solicitors

670-999 Canada Place

Vancouver, B.C. V6C 3E1

Telephone: (604) 681-0900

AS/52011



No. S130346  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between:

Paul King Jin

Plaintiff

And:

Wen Jun Jiang  
Hai Bing Dai

Defendants

### **CONSENT ORDER**

**BEFORE A REGISTRAR**

**15 AUGUST 2016**

ON THE APPLICATION of the Defendants, WEN JUN JIANG and HAI BING DAI,  
without a hearing and BY CONSENT;

THIS COURT ORDERS that:

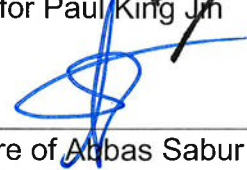
1. The within proceeding be dismissed against the Defendants WEN JUN JIANG and HAI BING DAI without costs.
2. The said dismissal shall be for all purposes of the same force and effect as if

a judgment dismissing the within proceeding had been pronounced after a trial of the proceeding upon the merits.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND  
CONSENT TO EACH OF THE ORDERS NOTED ABOVE:



\_\_\_\_\_  
Signature of Wallace Wong  
Lawyer for Paul King Jin



\_\_\_\_\_  
Signature of Abbas Sabur  
Lawyer for Wen Jun Jiang  
and Hai Bing Dai

**DEPUTY DISTRICT REGISTRAR**

No. S-130346  
Vancouver Registry

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*In the Supreme Court of British Columbia*

Between	Paul King Jin	Plaintiff
and		
	Wen Jun Jiang Hai Bing Dai	Defendants

---

---

**CONSENT ORDER**

---

---

*Abbas Sabur*  
**SHAPRAY CRAMER FITTERMAN LAMER LLP**  
Barristers & Solicitors  
670-999 Canada Place  
Vancouver, B.C. V6C 3E1  
Telephone: (604) 681-0900

AS/52011

**APR 17 2015**



AMENDED APRIL 17, 2015  
ORIGINAL FILED AUGUST 27, 2013

S136457  
~~D136457~~  
No. S-136567  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between

PAUL KING JIN

Plaintiff(s)

and

WEI GUO CHEN

Defendant(s)

**AMENDED NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF(S)**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff is a businessman with a primary residential address located at ~~at~~ #103-4411 No. 3 Road, Richmond, B.C.
2. The Defendant is a businessman with a primary residential address located at 1918 Sasamat Place, Vancouver, B.C.
3. The Defendant borrowed EIGHT HUNDRED AND NINETY TWO THOUSAND FIVE HUNDRED DOLLARS (\$892,500.00) (the "Loan") from the Plaintiff promising to pay back the full amount of the mortgage as borrowed from the Plaintiff by August 5, 2013 to purchase a property.
4. On July 25, 2013 the Plaintiff transferred FIVE HUNDRED THOUSAND DOLLARS (\$500,000) into the bank account of the Defendant. The balance of the Loan was paid to the Defendant by the Plaintiff in cash.
5. The Loan was recorded and secured by way of a promissory note dated the 25th day of July 2013 as made between the Plaintiff and Defendant.
6. The security therein provided by the Defendant for the Loan was his primary residential property ~~located at~~ with a civic address of 1918 Sasamat Place, Vancouver, B.C. and legally described as:

PID: 010-922-580

LOT 6 OF LOT 4 BLOCK 138 DISTRICT LOT 540 PLAN 6258

7. After the due date for repayment of the Loan had passed, the Plaintiff contacted the Defendant on numerous occasions requesting that the Loan be repaid in full as agreed. The Defendant continuously promised to repay the Loan and as of the date of the filing of this Notice of Civil Claim, no money has been repaid to the Plaintiff by the Defendant.
8. Currently, the Defendant and his wife, Hong Che, are the registered owners of the lands and premises located at 1918 Sasamat Place, Vancouver, B.C. first mentioned above.

#### **Part 2: RELIEF SOUGHT**

1. Principal of the Loan in the amount of \$892,500.00;
2. Interest;
3. All costs.
4. A declaration that the Defendant holds the lands and premises with a civic address of 1918 Sasamat Place, Vancouver, B.C. and legally described as:

PID: 010-922-580

LOT 6 OF LOT 4 BLOCK 138 DISTRICT LOT 540 PLAN 6258

(the "Sasamat Place Property")

in trust for the Plaintiff;

5. A Certificate of Pending Litigation on the title of the Sasamat Place Property;
6. Such further and other relief as to this Honourable Court may seem just.

#### **Part 3: LEGAL BASIS**



1. As per the terms of the Promissory Note made between the Plaintiff and Defendant, the Defendant agreed to repay the Loan by August 5, 2013. The Defendant has failed to repay the Loan by this date and the Loan still remains outstanding in full.
2. The Plaintiff has an interest in the Sasamat Place Property, because the terms of the Loan between the Plaintiff and the Defendant specifically provided that the Loan would be secured by the Sasamat Place Property.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C. V6R 4R8

Fax number address for service (if any):

604-608-3826

E-mail address for service (if any):

Zachary.Chun.Ng@hotmail.ca

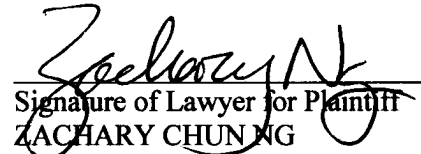
Place of trial:

Vancouver, British Columbia

The address of the registry is:

800 Smithe Street, Vancouver, B.C., V6Z 2E1

Date: April 17, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## **APPENDIX**

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Failure of the Defendant to repay a loan that was provided to him by the Plaintiff within an agreed timeframe.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

### **Part 4:**

7. *Court Order Interest Act*, R.S.B.C. 1996, c. 79

**FORM 1**  
**(RULE 3-1 (1))**

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

SEP 10 2013

NO. S-136760

VANCOUVER



*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff(s)

and

WEI GUO CHEN, HONG CHE

Defendant(s)

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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21422 5136760  
200.00

## CLAIM OF THE PLAINTIFF(S)

### Part 1: STATEMENT OF FACTS

*[Using numbered paragraphs, set out a concise statement of the material facts giving rise to the plaintiff's(s') claim.]*

- 1 The Plaintiff is a Businessman with a primary residential address located at 103 - 4411 No. 3 Road, Richmond, British Columbia

---

- 2 The Defendant WEI GUO CHEN is a Businessman with a primary residential address located at 1918 Sasamat Place, Vancouver, British Columbia

---

- 3 The Defendant HONG CHE is a Homemaker and the wife of WEI GUO CHEN with a primary residential address located at 1918 Sasamat Place, Vancouver, British Columbia

---

- 4 The Defendant WEI GUO CHEN borrowed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) from the Plaintiff for the renovation of the property and purchase of the material for the renovation promising to pay back the full amount of the mortgage as borrowed from the Plaintiff by August 20, 2013

---

- 5 The loan was recorded and secured by way of a Promissory Note dated the 5th day of August, 2013 as made between the Plaintiff and Defendant.

---

- 6 The security therein provided by the Defendant for the loan was his primary residential property located at 1918 Sasamat Place, Vancouver, British Columbia.

---

- 7 After the due date for repayment of the Loan had passed, the Plaintiff contacted the Defendant on numerous occasions requesting that the loan be repaid in full as agreed. The Defendant continuously promised to repay the Loan and as of the date of the filing of this Notice of Civil Claim, no money has been repaid to the Plaintiff by the Defendant.

---

- 8 The Defendant HONG CHE as wife of WEI GUO CHEN is jointly responsible for the payment of the mortgage.

---

*[If any party sues or is sued in a representative capacity, identify the party and describe the representative capacity.]*

### Part 2: RELIEF SOUGHT

*[Using numbered paragraphs, set out the relief sought and indicate against which defendant(s) that relief is sought. Relief may be sought in the alternative.]*

- 1 Principal of the Loan in the amount of \$500,000.00

---

- 2 interest

---

- 3 All costs

---

- 4 Certificate of Pending Litigation against 1918 Sasamat Place, Vancouver, B. C. legally described as PID: 010-922-580 LOT 6 OF LOT 4 BLOCK 138 DISTRICT LOT 540 PLAN 6258

---

- 5 such other relief as the court deems just

---

### Part 3: LEGAL BASIS

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the plaintiff(s) intend(s) to rely in support of the relief sought and specify any rule or other enactment relied on. The legal bases for the relief sought may be set out in the alternative.]*

- 1 As per the terms of the Promissory Note made between the Plaintiff and Defendant, the Defendant agreed to repay the Mortgage by August 20, 2013. The Defendant has failed to repay the Mortgage by this date and the Mortgage still remains outstanding in full.

---

- 2 Law of Contract

---

## 3 Law of Debt

[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]

Plaintiff's address for service:

**Hong Guo**  
Barrister & Solicitor  
# 120-6068 No.3 Road  
Richmond B.C. V6Y 4M7  
Tel: 778-297-6560 / Fax: 778-297-6561

Fax number address for service (if any):

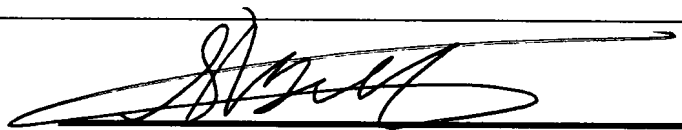
E-mail address for service (if any):

Place of trial: 800 Smithe Street, Vancouver, British Columbia

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date:

Sept. 5, 2013



Signature of

☐ Plaintiff

☐ Lawyer for plaintiff(s)

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

### APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

#### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Failure of the Defendant to repay a mortgage that was provided to him by the Plaintiff within an agreed timeframe.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Select an item below for the case type that best describes this case.]*

the lending of money

---

**Part 3: THIS CLAIM INVOLVES:**

*[Check **all** items below that apply to this case]*

none of the above

---

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*

Select:  OR Type:
Select:  OR Type:
Select:  OR Type:

S-137023

SEP 19 2013

No. \_\_\_\_\_  
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

PAUL KING JIN

, Plaintiff

AND

YAFEN CHEN  
WEIMING CHAN  
YOUTING SHEN

19SEP13 1325098 RISS 200.00  
21422 5137023

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### Claim of the Plaintiff

#### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff Paul King Jin is a businessman with an address for service of 100 – 8120 Granville Avenue, Richmond, B.C. V6Y 1P3.
2. The Defendants Yafen Chen and Weiming Chan, who are husband and wife, and whose occupations are unknown to the Plaintiff, to the best of the Plaintiff's knowledge reside at 9520 Capella Drive, Richmond, B.C. V6X 3N3 (the "Defendants Chen and Chan").
3. The Defendant Youting Shen, student, to the best of the Plaintiff's knowledge resides at 9520 Capella Drive, Richmond, B.C. V6X 3N3 (the "Defendant Shen"). The Defendant Shen is the son-in-law of the Defendants Chen and Chan.
4. On or about July 1, 2013, the Plaintiff loaned the Defendants Chen and Chan the amount of \$660,000 (the "Loan Amount"). This was evidenced by promissory notes. The Defendants Chen and Chan confirmed to the Plaintiff that the Loan Amount was to be used to purchase materials for use for renovations on the Defendants Chen and Chan's property at 9520 Capella Drive, Richmond, B.C. ("Capella Drive"), and was to be repaid by August 15, 2013.
5. The Plaintiff believes the Loan Amount was applied to Defendant's property at 9520 Capella Drive, Richmond, B.C.. for the purchase, maintenance, use or improvement of the same.



6. The Loan Amount was not repaid by August 15, 2013 or at all. Unbeknownst to the Plaintiff at the time, on or about August 17, 2013, the Defendants Chen and Chan transferred Capella Drive to the Defendant Shen.
7. The Plaintiffs believes that the transfer of Capella Drive from the Defendants Chan and Chen to the Defendant Shen was made to delay, hinder or defraud the Plaintiff of his just and lawful remedies against the Defendants Chan and Chen. The Plaintiff further believes that the Defendant Shen provided no good consideration for the receipt of Capella Drive, and had notice or knowledge of the Loan Amount and the reasons the Defendants Chan and Chen transferred Capella Drive to him.

## **Part 2: RELIEF SOUGHT**

1. Judgment in the amount of \$660,000 against the Defendants Chan and Chen, jointly and severally (the "Judgment");
2. Order pursuant to s.37 of the *Law and Equity Act* and pursuant to Rules 10-1 and 10-4 of the *Supreme Court Civil Rules*, an injunction against the Defendants and each of them from disposing of property that may be in issue between the parties, including but not limited to Capella Drive, and that the Defendants preserve the same pending further court order.
3. Declaration that the Plaintiff has an interest in Capella Drive property on the basis of any or all of constructive trust, resulting trust, or unjust enrichment, and that the Plaintiff's interest be vested and registered accordingly;
4. Declaration that the transfer of Capella Drive from the Defendants Chan and Chen to the Defendant Shen was made to delay, hinder or defraud the Plaintiff of his just and lawful remedies against the Defendants Chan and Chen
5. That the transfer of Capella Drive from the Defendants Chan and Chen to the Defendant Shen be set aside as a fraudulent conveyance;
6. Damages against all Defendants for the fraudulent conveyance; and in the alternative, that the Judgment include the Defendant Shen jointly and severally with the Defendants Chen and Chan.

7. Tracing;
8. Accounting;
9. Certificate of Pending Litigation against Capella Drive, legally described as  
     PID 011-731-737  
     Lot 41 Section 27 Block 5 North Range 6 West  
     New Westminster District Plan 78587
10. Order that Capella Drive be sold and the Plaintiff's interest be paid out to the Plaintiff in priority to any interest the Defendants may have;
11. Pre-judgment and post-judgment interest under the *Court Order Interest Act*;
12. Special costs; and
13. Such further and other relief as this Honourable Court deems just.

### **Part 3: LEGAL BASIS**

1. The Plaintiff and Defendants Chen and Chan contracted for Loan Amount. The Defendants Chen and Chan breached the same, entitling the Plaintiff to restitution of the Loan Amount plus court order interest. In the alternative, the Plaintiff is entitled to a declaration the Defendants Chen and Chan hold the Loan Amount on the basis of a constructive trust, resulting trust, or unjust enrichment, and in further alternative have converted the same, and for an order of restitution of the same or damages in lieu.
2. Given the Defendant's conduct of transferring Capella Drive just days after the Loan Amount was payable and to defeat the Plaintiff's claim to the Loan Amount, the Plaintiff is entitled to a restraining Order against the Defendants pursuant to s.37 of the *Law and Equity Act* and Rules 10-1 and 10-4 of the *Supreme Court Civil Rules*, and also that the Defendants preserve Capella Drive pending court order.
3. The *Fraudulent Conveyance Act* provides that a transfer made to delay, hinder or defraud a plaintiff of his just rights and remedies may be set aside, and where there is no consideration given by the third party or the third party has notice or knowledge of the

fraud. As such the Plaintiff is entitled to have the transfer voided. The Plaintiff is entitled to damages, and further to judgment against the Defendant Shen as well, should the transfer not be set aside.

4. The Plaintiff is entitled to a Certificate of Pending Litigation given his claims that the Loan Amount was applied to Capella Drive thus giving him an interest in the same, and also his claims under the *Fraudulent Conveyance Act*.
5. The Plaintiff is entitled to equitable remedies of tracing and accounting in case of any or all of breach of contract, constructive trust, resulting trust, or unjust enrichment fraudulent conveyance, or conversion.
6. The Plaintiff is entitled to interest under the *Court Order Interest Act*.
7. The Plaintiff is entitled to special costs given the fraudulent conveyance as reprehensible or deserving of rebuke by the court, and in the alternative is entitled to normal costs.
8. The Plaintiff further relies on the *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court.

Plaintiff's address for service:

c/o Wallace M. Wong & Co.  
Suite 100 – 8120 Granville Avenue  
Richmond, B.C. V6Y 1P3  
Tel: 604-278-8086  
Fax: 604-278-6986

E-mail address for service (if any): not applicable.

Place of trial:

The address of the registry is:

Date: September 17, 2013

.....  
Signature of  
[ ] plaintiff [X] lawyer for plaintiff

WALLACE M. WONG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

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(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

Claim for debt and fraudulent conveyance.

A personal injury arising out of:

☐ a motor vehicle accident

☐ medical malpractice

☐ another cause

A dispute concerning:

☐ contaminated sites

☐ construction defects

☒ real property (real estate)

☐ personal property

☐ the provision of goods or services or other general commercial matters

☐ investment losses

☒ the lending of money

☐ an employment relationship

☐ a will or other issues concerning the probate of an estate

☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

☐ a class action

☐ maritime law

☐ aboriginal law

☐ constitutional law

☐ conflict of laws

☒ none of the above

[ ] do not know

**Part 4:**

*Law and Equity Act*

*Fraudulent Conveyance Act*

*Court Order Interest Act*

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

, Plaintiff

AND

YAFEN CHEN  
WEIMING CHAN  
YOUTING SHEN

, Defendants

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**NOTICE OF CIVIL CLAIM**

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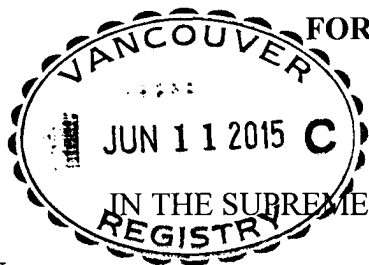
WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086  
FAX: (604) 278-6986

per: WALLACE M. WONG

File No WW-1349





FORM 2 (RULE 3-3 (1) )

No. S137023  
Vancouver Registry

BETWEEN

PAUL KING JIN

PLAINTIFF

AND

YAFEN CHEN  
WEIMING CHAN  
YOUTING SHEN

DEFENDANTS

**RESPONSE TO CIVIL CLAIM**

Filed by: YAFEN CHEN ("Chen"),  
WEIMING CHAN ("Weiming"), and  
YOUTING SHEN ("Shen")  
(collectively as the "Defendants")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1—Defendants' Response to Facts**

1. The facts alleged in paragraphs 2, 3 of Part 1 of the notice of civil claim are admitted.
2. The facts alleged in paragraphs 4, 5, 6, 7 of Part 1 of the notice of civil claim are denied.
3. The facts alleged in paragraphs 1 of Part 1 of the notice of civil claim are outside the knowledge of the defendants.

**Division 2—Defendants' Version of Facts**

1. In response to paragraph 4 and paragraph 6 on Part 1 of the Notice of Civil Claim filed for the herein proceeding on September 19, 2014 (the "Claim"), neither Yafen nor Weiming borrowed a loan of \$660,000 from the Plaintiff, as is alleged in the Claim.
2. In further response to paragraph 4 on Part 1 of the Claim, neither Yafen nor Weiming executed or delivered any promissory note to the Plaintiff.

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25.00

3. In further response to paragraph 4 and in response to paragraph 5 on Part 1 of the Claim, neither Yafen nor Weiming
  - (a) borrowed any money from the Plaintiff to purchase materials for renovation of any of their property, or
  - (b) represented to the Plaintiff that they intended to borrow a loan for that purpose.
4. In response to paragraph 7 on Part 1 of the Claim, Yafen and Weiming strictly deny that
  - (a) their transferred the property at 9520 Capella Drive, Richmond, British Columbia (the "Property"), to the Defendant Youting Shen to delay, hinder or defraud the Plaintiff, or
  - (b) such transfer is in any way related to the Plaintiff.

### **Division 3—Additional Facts**

1. The surname of Weiming is "Chen", which the Plaintiff erroneously spelt as "Chan".
2. Neither Yafen nor Shen has ever borrowed any amount from the Plaintiff.
3. Weiming did borrow money from the Plaintiff, which was entirely different from the loan alleged in the Claim:
  - (a) Weiming became acquainted with the Plaintiff at a casino in Richmond, British Columbia.
  - (b) The Plaintiff loaned gaming chips for gambling to Weiming on two to three occasions, the total value of which being approximately \$100,000 (the "Gambling Funds"), when Weiming was gambling at the same casino.
  - (c) The Plaintiff charged Weiming an interest on the Gambling Funds at the weekly amount of \$5,000.
  - (d) Weiming made at least 10 payments of weekly interest to the Plaintiff.
  - (e) Other than the Gambling Funds, Weiming has not borrowed any other amount from the Plaintiff.
4. In 2013, Weiming and Yafen left Canada for China so that Weiming could respond to the investigation by the Chinese authorities of allegations against Weiming in relation to his employment as a former local government employee. Before leaving, they transferred their interest in the Property to Shen for fear that Weiming might be convicted and imprisoned in China and would not be able to return to Canada.

**Part 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendants consent to the granting of the relief sought in paragraphs None of Part 2 of the notice of civil claim.
2. The Defendants oppose the granting of the relief sought in paragraphs All of Part 2 of the notice of civil claim.
3. The Defendants take no position on the granting of the relief sought in paragraphs None of Part 2 of the notice of civil claim.

**Part 3: LEGAL BASIS**

1. The Defendants rely on the doctrine of *non est factum*.

Defendants' address for service:

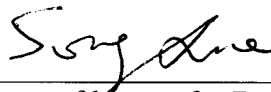
c/o Song Xue  
Kahn Zack Ehrlich Lithwick  
Barristers and Solicitors  
270 - 10711 Cambie Road  
Richmond, B.C. V6X 3G5

Fax number address for service (if any): 604-270-8282

E-mail address for service (if any):

Place of trial: Vancouver, BC

Dated: June 10, 2015

  
\_\_\_\_\_  
Signature of lawyer for Defendants  
Song Xue

Rule 7-1(1) of the Supreme Court Civil Rules states:

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- (a) prepare a list of documents in Form 22 that lists
  - (1) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (2) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

**FORM 32 (RULE 8-1(4))**

No. S-137023  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA****BETWEEN****PAUL KING JIN****PLAINTIFF****AND****YAFEN CHEN, WEIMING CHAN, YOUTING SHEN****DEFENDANTS****NOTICE OF APPLICATION**

Names of applicants: Yafen Chen, Weiming Chen, Youting Shen, the Defendants

To: Paul King Jin, the Plaintiff

TAKE NOTICE that an application will be made by the applicants to the presiding judge or master BY TELEPHONE at the courthouse at 800 Smithe Street, Vancouver, British Columbia on 20/JUL/2020 at 9:45 a.m. for the orders set out in Part 1 below.

**Contact of the lawyer of the Applicant to confirm the telephone conference information:**

Name of the lawyer:	Song Xue
Mailing Address:	1208 13351 Commerce Parkway, Richmond, B.C. V6V 2X7
Telephone:	(604) 242 8898 / (778) 987 8145
Email:	song@cxlawyers.com

**Part 1: ORDERS SOUGHT**

1. Within 5 business days after the date of this order, the Plaintiff pay to the Defendants in Canadian dollars an amount determined to be equal to Renminbi ¥16,400.00 pursuant to the *Foreign Money Claims Act* [RSBC 1996] Chapter 155.
2. Within 5 business days after the date of this order, the Plaintiff shall produce to the Defendants at no cost to the Defendants a copy of all documents on part 1 of the Plaintiff's List of Documents dated June 8, 2016.
3. In the event that the Plaintiff fails to comply with the order set out in paragraph 1, the Plaintiff's Notice of Civil Claim filed in the present proceeding on September 19, 2013 be struck, with costs awarded to be Defendants against the Plaintiff.

4. Costs of this application be awarded against the Plaintiff to the Defendants in any event of cause, to be paid forthwith; in the alternative, costs of this application be awarded against the Plaintiff to the Defendants in any event of cause; in the further alternative, costs be in the event.
5. Any other order that this Honourable Court finds necessary.

**Part 2: FACTUAL BASIS**

1. The correct spelling of the family name of the Defendant, Weiming Chen, is “Chen”, which the Plaintiff spelt as “Chan” in error.
2. On June 8, 2015, the Honourable Madam Justice Bruce ordered in this proceeding (the “2015 Order”) that the Plaintiff pay the Defendants all reasonable disbursements in relation to the application that the Defendants filed April 16, 2015 (the “2015 Application”), in any event of the cause, within 30 days of receiving proof of such disbursements from the Defendants (the “Ordered Disbursements”).
3. In support of the 2015 Application, the Defendants submitted, amongst other things, six affidavits by the following three witnesses: Yafen Chen, Youting Shen and Fangfang Shen, all of whom were residents of the City of Ningbo, the Province to Zhejiang, China. To make those affidavits, those witnesses travelled twice from Ningbo to the Municipality of Shanghai, China, to execute the affidavits in front of Sharon Wong, a lawyer licensed to practise law in the Province of British Columbia, Canada. The Defendants thus had to pay Ms. Wong’s law firm, King & Wood Mallesons, a fee for witnessing the execution of those witnesses’ affidavits.
4. Of the three witnesses, Fangfang Shen was an articulated student in China working for the Chinese lawyer of the Defendant, Weiming Chen. The Defendants had to pay her law firm, Zhejiang HIGHTAC Law Firm for her services in relation to making affidavits in support of the 2015 Application.
5. On October 1, 2015, Song Xue, the Defendants’ lawyer of record, delivered to Zachary Ng, the Plaintiff’s lawyer of record, proof of the Ordered Disbursements, including fees paid to King & Wood Mallesons and Zhejiang HIGHTAC Law Firm, and an estimated gas costs for making two return trips from Ningbo to Shanghai, in the total amount of Renminbi ¥16,400.
6. On November 18, 2015, having not received any payment of the Ordered Disbursements, Song Xue wrote to Zachary Ng requesting that the Plaintiff pay the Defendants the Ordered Disbursements.
7. The Defendant, Weiming Chen, had been in incarceration in China since November 16, 2013. For that reason, neither the Plaintiff nor the Defendants took many substantive steps in the present proceeding before December 2019, except that, amongst other things:
  - (a) On or around June 8, 2016, the Plaintiff served on the Defendants the Plaintiff’s List of Documents; and

- (b) On December 12, 2018, the Defendants served the Defendants' List of Documents on the Plaintiff.
- 8. In or around December 2019, Weiming Chen was released from incarceration.
- 9. On December 19, 2019, the Defendants filed in the present proceeding a Notice of Intention to Proceed, which they served on the Plaintiff on December 23, 2019.
- 10. On January 2, 2020, Song Xue, the Defendants' lawyer of record, emailed a letter to Zachary Ng, the Plaintiff's lawyer of record, requesting, amongst other things:
  - (a) The Plaintiff pay the Defendants Ordered Disbursements; and
  - (b) The Plaintiff agree to exchange documents with the Defendants electronically and mutually waive the costs of document production.
- 11. On January 20, 2020, Zachary Ng emailed to Song Xue, stating that the Plaintiff was in the process of retaining another lawyer to represent him, and requesting that the Defendants wait until February 10, 2020 for the Plaintiff's response. Song Xue granted the request and agreed to wait until February 10, 2020.
- 12. On February 20, 2020, Bibhas Vaze, lawyer of Hiran Rowan LLP, emailed to Song Xue stating that the Plaintiff had asked him to take over the file, that he needed a week or two to familiarize himself with the matter, and that he would file a notice of change of lawyer as well as take care of paying the Defendants the disbursements. However, neither Bibhas Vaze nor the Plaintiff took any step after the email.
- 13. On March 6, 2020, having not received any notice of change of lawyer, payment of the Ordered Disbursement, or any documents on the Plaintiff's List of Documents, Song Xue emailed to Zachary Ng and Bibhas Vaze requiring that those be done as soon as possible. In the same email, Song Xue also attached documents on the Defendants' List of Documents for service on the Plaintiff.
- 14. As of this date:
  - (a) the Plaintiff has not paid the Ordered Disbursement or served on the Defendants the documents on the Plaintiff's List of Documents; and
  - (b) the Plaintiff has not filed a notice of change of lawyer or a notice of intention to act in person; Zachary Ng has not filed a notice of intention to withdraw as lawyer or notice of withdrawal as lawyer, and thus remains the lawyer of record for the Plaintiff.

### **Part 3: LEGAL BASIS**

- 1. Foreign Money Claims Act [RSBC 1996] Chapter 155.
- 2. Rule 7-1(15) and (17) of the *Supreme Court Civil Rules*; and

3. Rule 22-7 (5) and (6) of the *Supreme Court Civil Rules*.

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit 1 of Aifen Li made 27/Jan/2020;
2. Affidavit 2 of Aifen Li made 28/May/2020;
3. Affidavit 1 of Fangfang Shen made 09/Apr/2015;
4. Affidavit 1 of Yafen Chen made 09/Apr/2015;
5. Affidavit 1 of Youting Shen made 09/Apr/2015;
6. Affidavit 2 of Fangfang Shen made 14/Apr/2015;
7. Affidavit 2 of Yafen Chen made 14/Apr/2015;
8. Affidavit 2 of Youting Shen made 14/Apr/2015;
9. Notice of Application filed by the Defendants on 16/Apr/2015;
10. Application Response by the Plaintiff dated 11/May/2015;
11. Order Made After Application promulgated by the Honourable Madam Justice Bruce on 08/Jun/2015;
12. Notice of Civil Claim filed by the Plaintiff on 19/Sep/2013;
13. Response to Civil Claim filed by the Defendants on 11/Jun/2015; and
14. Other documents filed or to be filed in the present proceeding.

The applicants estimates that the application will take 10 minutes.

This matter is within the jurisdiction of the master.

**TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION:** If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and



- (c) serve on the applicant 2 copies of the following and on every other party of record one copy of the following:
- (i) a copy of the filed application response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: June 15, 2020



Signature of lawyer for applicants

Song Xue

***To be completed by the court only:***

Order made

☐ in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this notice of application☐ with the following variations and additional terms:

1.

2.

3.

Date:

\_\_\_\_\_  
Signature of ☐ Judge ☐ Master**APPENDIX****THIS APPLICATION INVOLVES THE FOLLOWING:**

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☒ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts

15-Jul-20

REGISTRY

**FORM 17 (Rules 4-6(1), 5-1(4), 5-2(4), 5-4(1), 8-1(21.1) AND (22), 9-4(1), 12-2(6),  
13-3(25), 16-1(16.1) AND (17), 20-5(3), 21-5(4), 23-1(9), 23-3(10) AND 23-5(5), 25-5(6))**

No. S137023  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

PLAINTIFF

AND

YAFEN CHEN, WEIMING CHAN and YOUTING SHEN

DEFENDANTS

**REQUISITION—GENERAL**

Filed by: Yafen Chen, Weiming Chen and Youting Shen., the defendants  
(collectively, the “Filing Parties”)

Required:

**BY CONSENT**, the Application of the Filing Parties filed June 16, 2020, scheduled to be heard at 800 Smithe Street, Vancouver, British Columbia on July 20, 2020, 9:45 am, be adjourned generally.

Date: July 15, 2020



Signature of lawyer for filing parties

Song Xue

NOV 29 2013

**FORM 66**  
**(RULES 16-1 (2) AND 21-5 (14))**



No. H-131403  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Petitioner(s)

and

DAQING WANG, XIAO JU GUAN

Respondent(s)

**PETITION TO THE COURT**

ON NOTICE TO:

DAQING WANG  
XIAO JU GUAN

**This proceedings is brought for the relief set out in Part 1 below by**

*[Check whichever one of the following boxes is correct and complete any required information.]*

☒ the person(s) named as petitioner(s) in the style of proceedings above



(the petitioner(s))

If you intend to respond to this petition, you or your lawyer must

(a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and

(b) serve on the petitioner(s)

(i) 2 copies of the filed response to petition, and

(ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

29NOV13 1332135 RESN 200.00  
21472 H131403

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

**Time for response to petition**

A response to petition must be filed and served on the petitioner(s),

(a) if you were served with the petition anywhere in Canada, within 21 days after service,

(b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the petition anywhere else, within 49 days after that service, or

(d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: 800 Smithe Street, Vancouver, British Columbia
(2)	<p><i>[Set out the street address of the address for service for each petitioner. One or both of a fax number and an e-mail address may be given as additional addresses for service.]</i></p> <p>The ADDRESS FOR SERVICE of the petitioner(s) is:</p>          <p>Fax number address for service (if any) of the petitioner(s): _____</p> <p>E-mail address for service (if any) of the petitioner(s): _____</p>
(3)	The name and office address of the petitioner's(s') lawyer is: Hong Guo 120-6068 No. 3 Road, Richmond, BC V6Y 4M7

**CLAIM OF THE PETITIONER(S)**

**Part 1: ORDER(S) SOUGHT**

*[Using numbered paragraphs, set out the order(s) that will be sought at the hearing of the petition and indicate against which respondent(s) the order(s) is(are) sought.]*

- 1 A declaration that mortgage (the "Mortgage") dated February 5, 2013, which was registered in the New Westminster Land Title Office on February 6, 2013 under number CA2985493, is a charge on the following property:

Parcel Identifier: 025-775-898

Strata Lot 88 District Lot 526 Group 1 New Westminster District Strata Plan BC5536

(herein called the "Property")

ranking in priority to the interests on the Property of the respondent Daqing Wang and the heirs, executors, administrators, successors, and assigns of the respondents and all persons claiming by, through, or under them;

- 2 A declaration that the Mortgage is in default and that all monies secured by the Mortgage and charged upon the property are now due and owing;
- 3 A summary accounting of the amount of money due and owing to the petitioner pursuant to the Mortgage, and a declaration of the amount of money required to redeem the Property (the "Amount Required to Redeem");
- 4 An Order requiring redemption of the Property forthwith or, in the alternative, an Order fixing the final date for redemption;
- 5 An Order that, on the respondent or any of him paying into Court or to the solicitors for the petitioner prior to the pronouncement of an order absolute or an order approving a sale of the Property the Amount required to Redeem, then the petitioner shall reconvey the property free and clear of all encumbrances in favour of it or by any person claiming by, through, or under it, and shall deliver up all documents in the petitioner's custody relating to the Property to the respondent who made payment;
- 6 An Order that if the Property is not redeemed, the petitioner shall be at liberty to apply for an order absolute, and on pronouncement of an order absolute, then the respondent Daqing Wang and all persons claiming by, through, or under them shall be foreclosed of all right, title, interest, estate, and equity of redemption in and to the Property, and shall immediately deliver to the petitioner vacant possession of the Property;
- 7 An Order that the petitioner be at liberty to apply for a further summary accounting of any amounts of money that may become due to the petitioner pursuant to the Mortgage;
- 8 An Order that the Property be listed for sale, and that the petitioner has exclusive conduct of sale;
- 9 Judgment in favour of the petitioner against the respondent, Daqing Wang, in the Amount Required to Redeem;
- 10 An Order for a Certificate Pending Litigation;
- 11 Possession of the Mortgaged property;
- 12 Appointment of Receiver;
- 13 An Order for Sale of the Property, including the right of forced entry in the event if the Mortgaged property is found to be abandoned or vacant, or otherwise necessary;
- 14 An Order that the petitioner be granted his costs of and in connection with this proceeding; and
- 15 An Order for any further relief that this Honourable Court may deem just.

## Part 2: FACTUAL BASIS

*[Using numbered paragraphs, set out the material facts on which this petition is based.]*

- 1 The Petitioner is a Businessman with a primary residential address locating at 103 - 4411 No. 3 Road, Richmond, British Columbia.
- 2 The Respondent DAQING WANG is a businessman residing at 13464 Vine Maple Drive, Surrey, British Columbia.
- 3 The Respondent XIAO JU GUAN is a businesswoman having the address at 7980 Alderbridge Way, Richmond, British Columbia.
- 4 By the Mortgage, the Respondent DAQING WANG mortgaged the Property with the Petitioner on February

5, 2013 by signing a Promissory Note and the acknowledgment of Receipt of Standard Mortgage Terms.

- 5 The Mortgage was registered in the New Westminster Land Title Office under number CA298549, and is attached hereto as Annexure 1.
- 6 A copy of the Title Search Print of the Mortgaged Property is attached hereto as Annexure 2.
- 7 The Respondent, DAQING WANG, is in default of the payments required to be made pursuant to the Mortgage.
- 8 Pursuant to the Mortgage the principal, interest, and all other costs, charges and expenses secured and payable thereby become due and payable on default of any payment required to be made thereby and are now due and payable and have not been paid.
- 9 The Respondent DAQING WANG agreed to pay to the Petitioner, by the end of the Mortgage term, the Mortgage amount of \$750,000.00 plus interests.
- 10 Demand has been made on the Respondent DAQING WANG for the payment of the money owing to the Petitioner and secured by the Property, but the respondent DAQING WANG has failed or refused to pay those monies. The amount due and owing by the Respondent DAQING WANG to the Petitioner pursuant to the Mortgage is \$767,632.81 inclusive of interest pursuant to the Court Order Interest Act, to November 20, 2013.
- 11 The Respondent XIAO JU GUAN registered a mortgage under No. CA3060953 on the title of the property at 411 - 2083 West 33rd Avenue, Vancouver, British Columbia on February 6, 2013 in the New Westminster Land Title Office.
- 12 CIBC MORTGAGES INC. as a charge holder also has a mortgage registered under the number CA578159 in the New Westminster Land Title Office. Confirmed by CIBC this mortgage was paid out but has not been discharged from the title.

### Part 3: LEGAL BASIS

*[Using numbered paragraphs, specify any rule or other enactment relied on and provide a brief summary of any other legal bases on which the petitioner(s) intend(s) to rely in support of the orders sought.]*

- 1 The Mortgage is a valid and enforceable agreement as against the Respondent Daqing Wang
- 2 The Respondent Daqing Wang is indebted to the Petitioner, with such indebtedness being secured by the Mortgage in priority to the interests of the Respondent.
- 3 The Respondents Daqing Wang is in default of the terms of the Mortgage, and pursuant to the terms of the Mortgage, the Petitioner is entitled to the relief sought in Part 1 above.
- 4 The Petitioner will rely on, inter alia, Rules 13-5 and 21-7 of the Supreme Court Civil Rules and the Law and Equity of Act.

### Part 4: MATERIAL TO BE RELIED ON

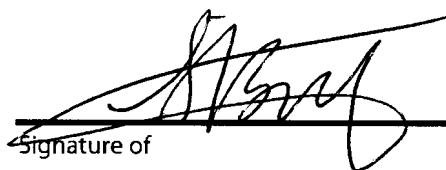
*[Using numbered paragraphs, list the affidavits served with the petition. Each affidavit included on the list must be identified as follows:*

*"Affidavit #...[sequential number, if any, recorded in the top right hand corner of the affidavit]..... of ..... [name]....., made .....[dd mmm yyyy].....". ]*

Affidavit # 1 of JIN, PALU KING made 19-Nov-13

The petitioner(s) estimate(s) that the hearing of the petition will take 5 minutes.

Date: 20/11/2013



Signature of

☒ Petitioner

☐ Lawyer for petitioner(s)

PAUL KING JIN

**To be completed by the court only:**

Order made

☐ in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this notice of application

☐ with the following variations and additional terms:

Date: 20/11/2013

Signature of

☐ Judge

☐ Master



**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**JAN 17 2014**

**FORM 66  
(RULES 16-1 (2) AND 21-5 (14))**

**H-140079**

No. \_\_\_\_\_



\_\_\_\_\_  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN and XIAO JU GUAN

PETITIONERS

AND:

DAQING WANG

RESPONDENT

**PETITION TO THE COURT**

ON NOTICE TO:

CIBC MORTGAGES INC.

**This proceeding has been started by the Petitioners for the relief set out in Part 1 below.**

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the Petitioners
  - (i) 2 copies of the filed response to petition, and
  - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

**Orders, including orders granting relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

**Time for response to petition**

A response to petition must be filed and served on the Petitioners,

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or
- (d) if the time for response has been set by order of the court, within that time.

(1) The address of the registry is: 800 Smithe Street, Vancouver, British Columbia
(2) The ADDRESS FOR SERVICE of the Petitioner is:     Fax number for service (if any) of the Petitioner(s):  E-mail address for service (if any) of the Petitioner(s):
(3) The name and office address of the Petitioners' lawyer is:  Hong Guo 120-6068 No. 3 Road Richmond, BC V6Y 4M7

### CLAIM OF THE PETITIONERS

#### Part 1: ORDER(S) SOUGHT

1. A declaration that mortgage (the "Mortgage") dated February 5, 2013, which was registered in the New Westminster Land Title Office on February 6, 2013 under number CA2985493, is a charge on the following property:  
  
 Parcel Identifier: 025-775-898  
 Strata Lot 88 District Lot 526 Group 1 New Westminster District Strata Plan BCS536  
  
 (herein called the "Property")  
  
 ranking in priority to the interests on the Property of the Respondent, Daqing Wang, and the heirs, executors, administrators, successors, and assigns of the Respondent and all persons claiming by, through, or under him;
2. A declaration that the Mortgage is in default and that all monies secured by the Mortgage and charged upon the Property are now due and owing;
3. A summary accounting of the amount of money due and owing to the Petitioners pursuant to the Mortgage, and a declaration of the amount of money required to redeem the Property (the "Amount Required to Redeem");
4. An Order requiring redemption of the Property forthwith or, in the alternative, an Order fixing the final date for redemption;
5. An Order that, on the Respondent or any of him paying into Court or to the solicitors for the Petitioners prior to the pronouncement of an Order Absolute or an Order approving a sale of the Property the Amount Required to Redeem, then the Petitioners shall reconvey the Property free and clear of all encumbrances in favour of them by any person claiming by, through, or under them, and shall deliver up all documents in the Petitioners' custody relating to the Property to the Respondent who made payment;

6. An Order that if the Property is not redeemed, the Petitioners shall be at liberty to apply for an Order Absolute, and on pronouncement of an Order Absolute, then the Respondent, Daqing Wang, and all persons claiming by, through, or under him shall be foreclosed of all right, title, interest, estate, and equity of redemption in and to the Property, and shall immediately deliver to the Petitioners vacant possession of the Property;
7. An Order that the Petitioners be at liberty to apply for a further summary accounting of any amounts of money that may become due to the Petitioners pursuant to the Mortgage;
8. An Order that the Property be listed for sale, and that the Petitioners have exclusive conduct of sale;
9. Judgment in favour of the Petitioners against the Respondent, Daqing Wang, in the Amount Required to Redeem;
10. An Order for a Certificate of Pending Litigation;
11. Possession of the Property;
12. Appointment of Receiver;
13. An Order for Sale of the Property, including the right of forced entry in the event if the mortgaged Property is found to be abandoned or vacant, or otherwise necessary;
14. An Order that the Petitioners be granted costs of and in connection with this proceeding; and
15. An Order for any further relief that this Honourable Court may deem just.

**Part 2: FACTUAL BASIS**

1. The Petitioner, Paul King Jin, is a businessman with a primary residential address locating at 103 - 4411 No. 3 Road, Richmond, British Columbia.
2. The Respondent, Daqing Wang, is a businessman residing at 13464 Vine Maple Drive, Surrey, British Columbia.
3. The Petitioner, Xiao Ju Guan, is a businessman having the address at 7980 Alderbridge Way, Richmond, British Columbia.
4. By the Mortgage, the Respondent, Daqing Wang, mortgaged the Property with the Petitioner, Paul King Jin, on February 5, 2013 by signing a Promissory Note and the acknowledgement of Receipt of Standard Mortgage Terms. A copy of the Promissory Note is attached hereto as Exhibit 1.
5. The Mortgage was registered in the New Westminster Land Title Office under number CA2985493, and is attached hereto as Exhibit 2.
6. A copy of the Title Search Print of the mortgaged Property is attached hereto as Exhibit 3.
7. The Respondent, Daqing Wang, is in default of the payments required to be made pursuant to the Mortgage.

8. Pursuant to the Mortgage, the principal, interest, and all other costs, charges and expenses secured and payable thereby become due and payable on default on any payment required to be made thereby and are now due and payable and have not been paid.
9. Pursuant to the terms of the Promissory Note, the Respondent, Daqing Wang, agreed to pay to the Petitioner, Paul King Jin, by the end of the 30 days Mortgage term, the Mortgage amount of \$750,000.00 plus interest. The Mortgage amount was to be repaid on demand from the Petitioner, Paul King Jin, after March 7, 2013.
10. Demand has been made on the Respondent, Daqing Wang, for the payment of the money owing to the Petitioner, Paul King Jin, and secured by the Property, but the Respondent Daqing Wang, has failed or refused to pay those monies after the expiry of the usual redemption period of six months. The amount due and owing by the Respondent, Daqing Wang, to the Petitioner, Paul King Jin, pursuant to the Mortgage is \$767,632.81 inclusive of interest pursuant to the Court Order Interest Act, to November 20, 2013.
11. The Petitioner, Xiao Ju Guan, registered a mortgage under No. CA3060953 on the title of the Property on April 3, 2013 in the New Westminster Land Title Office.
12. CIBC Mortgages Inc. as a charge holder also has a mortgage registered under the number CA578159 in the New Westminster Land Title Office. Confirmed by CIBC Mortgages Inc., this mortgage was paid out but has not been discharged from title.

### **Part 3:LEGAL BASIS**

1. The Mortgage is a valid and enforceable agreement as against the Respondent, Daqing Wang.
2. The Respondent, Daqing Wang, is indebted to the Petitioners, with such indebtedness being secured by the Mortgage in priority to the interests of the Respondent.
3. The Respondent, Daqing Wang, is in default of the terms of the Mortgage, and pursuant to the terms of the Mortgage, the Petitioners are entitled to the relief sought in Part 1 above.
4. The Petitioners will rely on, inter alia, Rules 13-5 and 21-7 of the Supreme Court Civil Rules and the Law and Equity Act.

### **Part 4:MATERIAL TO BE RELIED UPON**

1. Affidavit #1 of JIN, PAUL KING made 15-Jan-14.
2. Affidavit #2 of GUAN, XIAO JU made 15-Jan-14

The Petitioners estimate that the hearing of the petition will take 5 minutes.

Date: 16/01/2014

Signature of \_\_\_\_\_  
☐ Petitioner ☒ lawyer for Petitioners  
 HONG GUO

***To be completed by the court only:***

Order made

☐ in the terms requested in paragraphs ..... of Part 1 of this petition☐ with the following variations and additional terms:

.....

.....

.....

.....

.....

.....

Date: .....[dd/mmm/yyyy].....

.....  
Signature of ☐ Judge ☐ Master



This is the 2<sup>nd</sup> Affidavit of Paul King Jin  
In this case and was made September 12, 2014  
No.H-140079  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN  
ZIAN JU GUAN

PETITIONER

AND

DAQING WANG

RESPONDENT

1. I am one of the Petitioners in this matter, and as such have personal knowledge of the facts herein deposed to, except where stated to be on information and belief, and where so stated, I verily believe the same to be true.
2. The Respondent was introduced to me through a mutual friend on or about March 2012. On or about January 2013, the Respondent asked to borrow money from me.
3. I, with Mr. Guan's financial assistance, provided the Respondent with \$750,000 in February 2013, and at a 2.99% annual interest rate. In return, the Respondent further granted a mortgage over his property to me. This is Exhibit 2 to Mr. Guan's Affidavit filed January 17, 2014. Given Mr. Guan's assistance, I transferred a part-interest in that mortgage to Mr. Guan. Attached as **Exhibit "A"** to this Affidavit is a copy of that transfer, whereby Mr. Guan now owns 8/15ths of the mortgage.
4. I have been advised that the Respondent has a 1<sup>st</sup> mortgage on the property to CIBC Mortgages Inc.. Attached as **Exhibit "B"** to this Affidavit is a copy of that mortgage (the "CIBC Mortgage").
5. As stated in my previous Affidavit, the Respondent is in default of the mortgage. I have been unable to locate him to personally serve him, and I detail my attempts to do so here.
6. In or about April 2013, after the Respondent defaulted, I believe the Respondent might have left B.C. In this regard, I contacted him by phone, he told me he was in China. I asked him for the money to discharge the mortgage. He did not give me that or a clear answer as to when. He would also not tell me where he was in China, so I do not know where to start looking.
7. We continued to corresponding by phone call and text for several months. I asked him to

repay the money, to no avail. On or about November 2013, the Respondent stopped answering my calls and texts, and I have been unable to reach him since.

8. I understand my previous solicitor wrote a demand letter to the Respondent on or about September 2013 to the subject property, which was returned as unclaimed. Attached as **Exhibit "C"** to this Affidavit is a copy of said demand letter.
9. I was aware that the Respondent owned two properties in B.C., one the subject property at 411-2083 West 33<sup>rd</sup> Avenue, Vancouver ("West 33<sup>rd</sup>"), and the other 13464 Vine Maple Drive, Surrey, B.C. (the "Surrey Home"). Attached as **Exhibit "D"** to this Affidavit is a copy of a title search indicating he is the registered owner of the Surrey Home.
10. Since the Respondent's departure in April 2013, I periodically attended both West 33<sup>rd</sup> and the Surrey Home to see if the Respondent was there.
11. With respect to West 33<sup>rd</sup>, since April 2013, I attended there several times. On every such occasion, no one answered when I knocked on the door (I could get into the building). I was able to observe the interior of the property through windows from nearby, outside. The apartment appears to be empty, without furniture.
12. I have been to the Surrey Home on multiple occasions since April 2013. Upon my first visit in or about September 2013, I was greeted by an adult male who claimed to be the son (the "Son") of the Respondent. Through my discussion with the Son, I was informed that he and the Respondent's wife live in the Surrey Home. When I asked when the Respondent will be returning, the son informed me that his father would not be returning for a long time. I do not know if this is true or not. I asked him for his father's address. He would not give it to me.
13. Aside from the Respondent's phone number, West 33<sup>rd</sup>, and the Surrey Home, I do not have any other contact information for him.
14. I asked friends and acquaintances of mine, including in China, in case they knew the Respondent, and also his whereabouts. No one I contacted knew the Respondent, let alone his whereabouts. I have been informed by Mr. Guan, the other Petitioner in this matter, that he has been unable to locate the Respondent as well.
15. I further talked to the mutual friend, Mr. Shi, who introduced me to the Respondent. He did not have any other contact information for Mr. Wang, other than what I already had.
16. I understand my previous counsel had someone serve the Respondent's son at the Surrey Home with the court papers of this matter.
17. As I have exhausted all my options that I am able to exercise personally. Therefore, through my lawyer I hired a Private Investigator, Mr. James C. Thomasen, on August 8, 2014. I understand from my lawyer that Mr. Thomasen has been unable to locate the Respondent.

18. I request that this Honourable Court make an Order for Alternative Service.

19. I had previously believed that the CIBC Mortgage had been paid out. However, my counsel advises that it remains on title to West 33<sup>rd</sup>. As such, I ask that CIBC Mortgages Inc. be added as a Respondent to this litigation.

Affirmed before me at the City of Richmond,  
in the Province of British Columbia, this 12<sup>th</sup>  
day of September, 2014 ,

## A Commissioner for taking Affidavits within British Columbia

**JONATHAN M. WAI  
BARRISTER & SOLICITOR  
100-8120 GRANVILLE AVE  
RICHMOND, B.C.  
CANADA V6Y 1P3**

PAUL KING JIN



## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Apr-03-2013 15:36:31.001  
LAND TITLE AND SURVEY AUTHORITY

CA3060953

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Hong Guo  
6BY7CH

Digitally signed by Hong Guo 6BY7CH  
DN: c=CA, cn=Hong Guo 6BY7CH,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=6BY7CH  
Date: 2013.04.03 15:30:03 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
#120-6068 No. 3 Road

File: 1302-18  
LTO#10456 , Phone: 778-297-6560  
office, Auth-Agent

Richmond

BC V6Y 4M7

Document Fees: \$73.50

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: as to an undivided 8/15 interest  
[PID] [legal description]

025-775-898 STRATA LOT 88 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS536

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO: CA2985493  
**TRANSFER OF MORTGAGE (FORM 27)**  
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

This is Exhibit "A" referred to in the  
affidavit of [Signature]  
this 12th day of September 2014  
A Commissioner taking Affidavits  
within British Columbia

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**XIAO JU GUAN, BUSINESSPERSON**

9071 PARKSVILLE DRIVE  
RICHMOND

V7E 4K1

BRITISH COLUMBIA  
CANADA

000 05

## LAND TITLE ACT

## FORM 27

(section 209)

## Transfer of Mortgage

CHARGE: TRANSFER OF MORTGAGE NO.: CA2985493  
PARCEL IDENTIFIER NO.(S): 025-775-898

HEREWITH FEE OF \$ \_\_\_\_\_

Address of person entitled to be registered as owner if different than shown on instrument:

\_\_\_\_\_

Full name, address, telephone number of person presenting application:

Hong Guo, Barrister & Solicitor,  
#120 – 6068 No. 3 Road, Richmond, BC V6Y 4M7  
Tel: 778-297-6560 Fax: 778-297-6561


\_\_\_\_\_  
 SIGNATURE OF APPLICANT, OR  
 SOLICITOR OR AUTHORIZED AGENT

I/WE Paul King JIN, businessman, of #502 – 8080 Cambie Road, Richmond, BC V6X 0C2 (the “transferor”), the owner(s) of a mortgage registered in the New Westminster Land Title Office under No. CA2985493 in respect of the land situate in #411 – 2083 West 33<sup>rd</sup> Avenue, Vancouver, BC V6M 4M6 and described as: PID: 025-775-898, Strata Lot 88 District Lot 526 Group 1 New Westminster District Strata Plan BCS536 in consideration of \$400,000.00 dollars paid to me/us by: Xiao Ju GUAN, businessperson, of 9071 Parksville Drive, Richmond, BC V7E 4K1 (the “transferee”) transfer an undivided 8/12 interest of the mortgage to the transferee.


Officer Signature(s)

Execution Date

Transferor Signature(s)

  
**Hong Guo**  
 Barrister & Solicitor  
 # 120-6068 No.3 Road  
 Richmond B.C. V6Y 4M7  
 Tel: 778-297-6560 / Fax: 778-297-6561

Y	M	D
13	04	3

  
 Paul King JIN

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

ND TITLE ACT  
/RM B (Section 225)

Sep-25-2007 10:15:26.002

000 06  
CA578159

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Lu Hong  
B3GXFG

Digitally signed by Lu Hong B3GXFG  
DN: cn=Lu Hong B3GXFG, o=CA,  
o=www.juricart.com/LKUP.cfm?  
id=B3GXFG, ou=BC Notary  
Reason: I am the author of this  
document  
Date: 2007.09.24 13:22:52 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Lu Hong Notary Public  
1286 Kingsway

File Matter No: 070925WANG-PM

Phone: 604.708.8160

David Zhou, Auth. Agent

Vancouver

BC V5V 3E1

Document Fees: \$64.15

Deduct LTO Fees? YES ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

025-775-898

STRATA LOT 88 DISTRICT LOT 526 GROUP 1 NWD STRATA PLAN BCS536

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

DAQING WANG, BUSINESSMAN

#411 - 2083 WEST 33RD AVENUE

VANCOUVER

BRITISH COLUMBIA

V6M 4M6

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

CIBC MORTGAGES INC.

400 Burrard Street, 5th Floor

Vancouver

BC

Canada

V6C 3A6

Registration No

A-33457

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$200,000.00

(b) Interest Rate:

See Schedule

(c) Interest Adjustment

Date:

Y	M	D
07	10	1

(d) Interest Calculation Period:

See Schedule

(e) Payment Dates:

1st day of each month

(f) First Payment

Date:

07	11	1
----	----	---

(g) Amount of each periodic payment:

\$1,054.45

(h) Interest Act (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

12	10	1
----	----	---

(j) Assignment of Rents which the  
applicant wants registered ?YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

12	10	1
----	----	---

This is Exhibit "B" referred to in the  
affidavit of this 12th day of September 2014  
A Commissioner for taking Affidavits  
in British Columbia

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?  
YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
YES ☐ NO ☒

8. INTEREST MORTGAGED:  
Freehold ☒  
Other (specify) ☐

9. MORTGAGE TERMS:  
Part 2 of this mortgage consists of (select one only):  
(a) Prescribed Standard Mortgage Terms ☐  
(b) Filed Standard Mortgage Terms ☒ D F Number: MT050127  
(c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)  
A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:  
SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:  
N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Lu Hong Notary Public  
Notary Public  
1286 Kingsway  
Vancouver, BC  
V5V 3E1

Execution Date		
Y	M	D
07	09	21

Borrower(s) Signature(s)

Daqing Wang by his attorney  
Xin Wang  
see DF#BB575915

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

000 03

**BRITISH COLUMBIA  
LAND TITLE ACT  
Form E  
Schedule**

Page 3 of 3

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Instrument Form.

- 5. Payment Provisions**
- Interest Rate**  
(Box 5(b))
- The interest rate for the variable rate open mortgage is equal to the CIBC Prime Rate plus -0.900% a year. This rate will change as the CIBC Prime Rate changes. The CIBC Prime Rate on the date of the mortgage is 6.250% a year. Therefore, the variable rate open mortgage rate as of the date of the mortgage is 5.350% a year.
- Interest Calculation Period**  
(Box 5(d))
- Interest is calculated daily using a simple interest formula, which is the same as if it was calculated yearly, not in advance.
- 10. Additional or Modified Terms**  
(Box 10)
- The variable rate open mortgage is a 5-year term mortgage.

END OF DOCUMENT



000 09

This is Exhibit "C" referred to in the  
affidavit of P. Sim  
this 12th day of September 2014  
A Commissioner for taking Affidavits  
within British Columbia

**Guo Law Corporation**  
# 120-6068 No.3 Road  
Richmond B.C. V6Y 4M7  
Tel: 778-297-6560  
Fax: 778-297-6561

R:1763791.085715  
Destination: Canada

CANADA	
POSTAGE	
Date: 2013.09.18	
RICHMOND BC V6Y 4M7	
1.00	6010889

**Return to Sender**  
**Renvoi à l'expéditeur**

This item is being  
returned because:

- |                     |                                     |                     |
|---------------------|-------------------------------------|---------------------|
| Unclaimed           | <input checked="" type="checkbox"/> | Non réclamé         |
| No such Address     | <input type="checkbox"/>            | Adresse inexistante |
| Address Incomplete  | <input type="checkbox"/>            | Adresse incomplète  |
| Moved/Unknown       | <input type="checkbox"/>            | Déménagé / Inconnu  |
| No such Post Office | <input type="checkbox"/>            | Bureau inexistant   |
| Refused             | <input type="checkbox"/>            | Refusé              |

Amount Due	Montant dû	Initials/Initiales
\$		

33-086-648 (08-04)

Daqing Wang  
411-2083 West 33rd Ave.  
Vancouver, BC  
V6M 4M6

Ltr. Std  
Lettre (Standard)

CANADA POSTES  
POST CANADA

REGISTERED  
DOMESTIC

R	RW 945 330 695 CA	RW
R	RW 945 330 695 C	
R		
R		

000 10

# Guo Law Corporation

Barristers & Solicitors

Phone: 778-297-6560

Fax: 778-297-6561

#120-6068 No. 3 Road

Richmond, BC V6Y 4M7

September 17, 2013

Daqing Wang  
411 – 2083 West 33<sup>rd</sup> Avenue  
Vancouver, BC V6M 4M6

Dear Sir:

**Re: Payment of the Promissory Note dated February 5, 2013**

We are the solicitor acting on behalf of Paul King Jin for the payment of the Promissory signed by you.

On February 5, 2013, you borrowed SEVEN HUNDRED FIFTY THOUSAND CANADIAN DOLLARS (\$750,000.00) from Mr. Paul King Jin by signing a Promissory Note. It clearly states in the Promissory Note that Mr. Jin lent you the sum of \$750,000.00 with interest of 2.990% per annum in the 30 days term. The amount is to be repaid by you on demand from Mr. Jin after March 7, 2013. You also agreed and consented that a charge of the loan is registered on title of the property located at 411 – 2083 West 33<sup>rd</sup> Avenue, Vancouver, BC V6M 4M6.

After the expiration of the mortgage term, Mr. Jin demanded you from the payment of the Mortgage on many occasions but the payment is still outstanding. We herewith request you to pay the full amount of the outstanding Mortgage within seven calendar days from the date of this letter.

Upon expiration of the seven days and if the terms of the Promissory Note have not been satisfied in full, our client will immediately initiate legal proceedings to foreclose the Property.

Please give your immediate attention to this letter and respond to us as soon as possible.

Yours truly,

GUO LAW CORPORATION

HONG GUO/IW



Date: 02-Feb-2013 TITLE SEARCH PRINT  
 Requestor: (PA67133) WALLACE M. WONG AND COMPANY  
 Folio: TITLE - BB1032436

Time: 17:43:44  
 Page 001 of 002

000 11

NEW WESTMINSTER LAND TITLE OFFICE TITLE NO: BB1032436  
 FROM TITLE NO: BX335052

APPLICATION FOR REGISTRATION RECEIVED ON: 16 DECEMBER, 2008  
 ENTERED: 22 DECEMBER, 2008

REGISTERED OWNER IN FEE SIMPLE:  
 DAQING WANG, BUSINESSMAN  
 13464 VINE MAPLE DRIVE  
 SURREY, BC  
 V4P 1W9

TAXATION AUTHORITY:  
 CITY OF SURREY

DESCRIPTION OF LAND:  
 PARCEL IDENTIFIER: 009-572-660  
 LOT 76 SECTION 20 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 20878

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE  
 CHARGE NUMBER DATE TIME

STATUTORY RIGHT OF WAY  
 BH67113 1994-02-28 09:36  
 REGISTERED OWNER OF CHARGE:  
 DISTRICT OF SURREY  
 BH67113  
 REMARKS: PLAN LMP15226

MORTGAGE  
 BB377882 2007-03-27 13:51 CANCELLED BY: CA1006515 2008-12-19  
 REGISTERED OWNER OF CHARGE:  
 PROSPERA CREDIT UNION  
 BB377882

ASSIGNMENT OF RENTS  
 BB377883 2007-03-27 13:51 CANCELLED BY: CA1006516 2008-12-19  
 REGISTERED OWNER OF CHARGE:  
 PROSPERA CREDIT UNION  
 BB377883

MORTGAGE  
 BB1032437 2008-12-16 10:15  
 REGISTERED OWNER OF CHARGE:  
 CIBC MORTGAGES INC.  
 INCORPORATION NO. A33457  
 BB1032437

MORTGAGE  
 CA1019646 2009-01-15 10:36  
 REGISTERED OWNER OF CHARGE:  
 CANADIAN IMPERIAL BANK OF COMMERCE  
 Date: 02-Feb-2013 TITLE SEARCH PRINT  
 Requestor: (PA67133) WALLACE M. WONG AND COMPANY  
 Folio: TITLE - BB1032436

Time: 17:43:44  
 Page 002 of 002

This is Exhibit "D" referred to in the  
 affidavit of P. Sin  
 this 12th day of September 2014  
 A Commissioner for taking Affidavits  
 within British Columbia

CA1019646

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

CORRECTIONS: NONE



No.H-140079  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN AND  
XIAO JU GUAN

PETITIONERS

AND

DAQING WANG

RESPONDENT

---

**AFFIDAVIT**

---

WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086

FAX: (604) 278-6986

PER: WALLACE M. WONG

File No. WW-L1448



NO.S-151858  
VANCOUVER REGISTRY

In the Supreme Court of British Columbia

Between

Paul King Jin

Plaintiff

and

Daqing Wang

Defendant

CONSENT ORDER

BEFORE A REGISTRAR

)  
)  
)

23 APRIL 2018

ON THE APPLICATION of the Plaintiff Paul King Jin, without a hearing and BY CONSENT:

THIS COURT ORDERS that:

1. the within action of the Plaintiff be dismissed without costs to any party.
2. the dismissal of this Action No. 151858 shall be for all purposes of the same force and effect as if it had been pronounced after a trial on the merits.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

  
Wallace M. Wong  
SOLICITOR FOR THE PLAINTIFF

  
Bernard Lau  
SOLICITOR FOR THE DEFENDANT

BY THE COURT

Digitally signed by  
Tania Lau

REGISTRAR

No. S151858  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

Plaintiff

AND

DAQING WANG

Defendant

---

**CONSENT ORDER**

---

WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086  
FAX: (604) 278-6986

PER: WALLACE M. WONG

File No. WW-L1521

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**APR 04 2014**

**No. S-142623  
Vancouver Registry**



**In the Supreme Court of British Columbia**

**Between**

**Chujun Xiang**

**Plaintiff**

**and**

**Paul King Jin also known as Paul Jin, Xiaoqi Wei,  
and Jiexi Zhao**

**Defendants**

**NOTICE OF CIVIL CLAIM**

*[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]*

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must:

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must:

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff:

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you;
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you;
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you; or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Chujun Xiang ("Chujun"), is a student, having an address for delivery of #6090-8171 Ackroyd Road, Richmond, BC, V6X 3K1.
2. The Defendant, Paul King Jin also known as Paul Jin ("Paul"), is a businessperson, with an address of 103-4411 No.3 Road, Richmond, BC
3. The Defendant, Xiaoqi Wei ("Xiaoqi"), has an address and occupation that is unknown to the Plaintiff.
4. The Defendant, Jiexi Zhao ("Jessie"), is a student, having an address for delivery of 5th Floor, Central City Tower, Suite 1500, 13450 102nd Ave, Surrey, BC V3T 5X3.
5. The Defendant Xiaoqi and the Defendant Paul are in a romantic relationship.

#### Introduction

6. The Plaintiff Chujun came to know the Defendant Jessie on or around May of 2013 through WeChat, a mobile text and voice messaging communication service.
7. The Plaintiff Chujun and the Defendant Jessie became friends and frequented various gambling establishments thereafter.
8. On or about the month of June, 2013, the Defendant Jessie confided in the Plaintiff Chujun that she had significant monetary debts, and owed \$20,000 to her roommate, Zhang Ji ("Zhang Ji").

9. The Defendant Jessie subsequently introduced the Plaintiff Chujun to the Defendant Paul who was in the business of making high interest loans.
10. The Defendant Jessie requested that the Plaintiff Chujun act as a guarantor for the Defendant Jessie so that the Defendant Jessie could borrow \$30,000 (the "\$30,000 Loan") from the Defendant Paul.
11. As security for and evidence of the \$30,000 Loan, the Defendant Paul demanded that the Plaintiff Chujun:
  - i) execute a \$30,000 promissory note (the "\$30,000 Promissory Note"); and
  - ii) execute a Form B Mortgage and to allow for the registration of the Form B mortgage against the Plaintiff Chujun's own property at the Land Title Office in the amount of \$30,000 (the "\$30,000 Mortgage").

(together known as the "\$30,000 Collateral")
12. On or about June 27, 2013, the Plaintiff Chujun executed the \$30,000 Promissory Note.
13. On or about June 27, 2013, the Plaintiff Chujun accompanied the Defendant Paul to the law office of Hong Guo ("Hong Guo"), barrister and solicitor, with an address of #120-6068 No.3 Road, Richmond, BC, V6Y 4M7, to further execute the \$30,000 Mortgage against the property owned at the time by the Plaintiff Chujun, described as follows:

Civic address: 223-6800 Eckersley Road  
PID: 028-935-021  
Legal Description: STRATA LOT 250 SECTION 9 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN BCS4130

(the "Property")
14. The \$30,000 Mortgage was subsequently registered at the Land Title Office as a mortgage charge against the Property.
15. The \$30,000 Collateral secured the \$30,000 Loan to the satisfaction of the Defendant Paul prior to his advancing of the \$30,000 in cash to the Defendant Jessie.
16. The Defendant Jessie had promised the Plaintiff Chujun that the \$30,000 Loan would be paid back to the Defendant Paul within 30 days.
17. The Defendant Jessie assured the Plaintiff Chujun that the Defendant Jessie had various investments in China, including over \$1 million RMB invested in a company located in Sichuan province of China, of which the Defendant Jessie would sell to repay the \$30,000 Loan and to discharge the \$30,000 Mortgage.

18. On or about June 27, 2013, the same day that the Plaintiff Chujun granted the Collateral to the Defendant Paul, the Defendant Jessie drafted a promissory note to the credit of the Plaintiff Chujun for \$39,000 (the "\$39,000 Promissory Note") to acknowledge responsibility for the \$30,000 Loan and interest of \$9,000 based on 30% interest per month that the Defendant Paul was charging, contrary to the stipulated 40% per annum interest rate on the \$30,000 Promissory Note.
19. The \$39,000 Promissory Note was witnessed on June 27, 2013 by Hong Guo, the same lawyer who witnessed the \$30,000 Mortgage.
20. Subsequent to the Plaintiff Chujun's granting of the Collateral, the Plaintiff Chujun, the Defendant Jessie, a friend of the Defendant Jessie known as Justin Yu, and the Defendant Paul proceeded to the Water Cube (the "Water Cube"), a massage parlour and spa located at 4411 Number 3 Rd, Richmond, BC V6X 2C3, where the Defendant Paul works.
21. At the Water Cube, the Defendant Paul advanced the \$30,000 Loan to the Defendant Jessie directly and in cash.
22. Immediately thereafter, the Defendant Jessie phoned her roommate, Zhang Ji, to come to the Water Cube whereupon the Defendant Jessie repaid \$20,000 to Zhang Ji out of the \$30,000 Loan and kept the remaining \$10,000 for herself.
23. On or about June 28, 2013, the Plaintiff Chujun left Vancouver to travel to China (the "Trip") where she resided until on or about the end of August, 2013 when she returned to Vancouver.
24. The Plaintiff Chujun discovered that during the period of the Trip, the Defendant Jessie had borrowed an additional \$40,000 (the "\$40,000 Loan") from the Defendant Paul over two separate instances.
25. On or about September 2013 onwards, the Defendant Paul began making threats to the Plaintiff Chujun and demanding repayment of the \$30,000 Loan and the \$40,000 Loan plus all interest (together the "\$70,000 Loan"), failing which the Defendant Paul would threaten physical violence upon the Plaintiff Chujun and to seize the Property for repayment.
26. At this time, the Defendant Jessie was overseas and the Plaintiff Chujun requested that she return to Vancouver to settle the \$70,000 Loan to the Defendant Paul.
27. The Defendant Jessie requested and received \$2,000 from the Plaintiff Chujun for the alleged purpose of purchasing a flight ticket to return to Vancouver (the "Return Flight").
28. Subsequently, the Defendant Jessie missed the Return Flight, and thus requested and received an additional 7,000 RMB from the Plaintiff Chujun's mother to purchase a second flight ticket to Vancouver.

29. The Defendant Jessie returned to Vancouver and claimed to be financially insolvent to the Plaintiff Chujun, but that the Defendant Jessie would be expecting funds to be wired to her from her family in China to pay the \$70,000 Loan and to discharge the \$30,000 Mortgage from the Property.
30. On or around the end of September 2013, the Defendant Paul continued to threaten the Plaintiff Chujun with physical violence until the \$70,000 Loan was repaid, the particulars of which included threatening to send Vietnamese gang members to harass the Plaintiff Chujun at the Property.
31. The Defendant Jessie persuaded the Plaintiff Chujun to transfer the Property to the Defendant Paul for the purpose of satisfying the \$70,000 Loan plus interest, with the promise that the Defendant Jessie's father would repurchase the Property for the Plaintiff Chujun upon his arrival in December of 2013.
32. On or about October 2013, Hong Guo on behalf of the Defendant Paul, prepared a Contract of Purchase and Sale (the "Contract") dated October 2, 2013 for the Property, which the Plaintiff Chujun did execute while under duress arising from threats of physical violence made by the Defendant Paul and undue influence exerted by the Defendant Jessie.
33. The Contract contains the following provision:
  - (a) *The Vendor hereby expressly (sic) states that he (sic) currently owes the Purchaser ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000). In order to repay his debt to the Purchaser, the Vendor hereby agrees to reduce the Purchase Price by \$120,000 in order to secure his release from his current monetary obligations to the Purchaser (the "Reduced Purchase Price").*
34. On or about October 7, 2013, the Plaintiff Chujun, while under extreme stress, duress and threats of violence made by the Defendant Paul, was accompanied to the law office of Hong Guo by the Defendant Jessie, whereby the Plaintiff Chujun executed a Form A Freehold Transfer (the "Form A Freehold Transfer") document to transfer (the "Transfer") the Property to the Defendant Xiaoqi, the partner of the Defendant Paul.
35. Subsequent to the Transfer, Hong Guo transferred the balance of the sale proceeds (the "Sale Proceeds") of the Property in the amount of \$22,781.82 to the Plaintiff Chujun.
36. Subsequent to the Transfer, the Defendant Jessie assured the Plaintiff Chujun that she would repurchase the Property back for the Plaintiff Chujun, and therefore was entitled to the Sale Proceeds.
37. The Defendant Jessie thereafter requested that the Plaintiff Chujun transfer the Sale Proceeds to the Defendant Jessie, which the Plaintiff Chujun did partially in the sum of \$11,700.



38. The particulars of the statement of adjustments for the Transfer include the following:
- i) Sale price of \$320,000;
  - ii) Mortgage payout to the Bank of Montreal: \$173,837.14;
  - iii) Adjustments for property taxes and strata fees;
  - iv) Legal fees;
  - v) Credit to purchaser pursuant to the Contract: \$120,000 (the "Credit")
39. The Plaintiff Chujun denies owing \$120,000 to the Defendant Paul and say that the Credit was fraudulently incorporated into the Contract by the Defendant Paul.
40. In the alternative, the Plaintiff Chujun says that the Credit is comprised of interest in excess of 60% per annum calculated on the basis of the \$30,000 Loan and thereby constitutes a criminal interest rate in violation of s. 347 of the *Criminal Code of Canada*.
41. The Plaintiff Chujun says that at all material times, with respect to amounts owing to the Defendant Paul, the Plaintiff Chujun acted as guarantor for the Defendant Jessie for the \$30,000 Loan only and for no further amounts that the Defendant Jessie had borrowed from the Defendant Paul.
42. Specifically, the Plaintiff Chujun did not guarantee the \$40,000 Loan nor made any promises to the Defendant Paul of the same.
43. Save and except for acting as guarantor for the \$30,000 Loan, at no material time did the Plaintiff Chujun borrow any funds from the Defendant Paul nor act as guarantor for any other amounts that the Defendant Paul had loaned to any other parties, including the Defendant Jessie.
44. The Plaintiff Chujun says that the Defendants Paul and Xiaoqi conspired to defraud the Plaintiff Chujun resulting in the loss of the Property which had been valued in excess of the amounts owing, if any, by the Plaintiff Chujun to the Defendant Paul.
45. The Plaintiff Chujun says that the Defendant Paul exercised duress or undue influence in the form of oppression, coercion, and threats of physical violence to force the Plaintiff Chujun to execute the Contract, the Form A Freehold Transfer, and the Transfer itself, which the Plaintiff Chujun did, but under circumstances tantamount to coercion of her will so as to vitiate her consent.
46. On or about December 5, 2013, a period of less than two months after the Transfer, the Defendant Xiaoqi resold the Property (the "Resale") to a third party, Mei Sau Wai (the "Third Party").
47. On or about January 27, 2014, the Defendant Jessie executed a second promissory note (the "\$250,000 Promissory Note") in favour of the Plaintiff Chujun in the amount of \$250,000 whereby the Defendant Jessie promises to repay \$250,000 to the Plaintiff Chujun no later than February 26, 2014.

48. The purpose of the \$250,000 Promissory Note was to assure the Plaintiff Chujun that the Defendant Jessie would repay the Plaintiff Chujun for amounts owing to her, the particulars of which included:
- i) repayment for all of the previous funds that the Defendant Jessie had borrowed from the Defendant Paul and from other creditors for which the Plaintiff Chujun had acted as a guarantor;
  - ii) the Defendant Jessie's living expenses paid for by the Plaintiff Chujun;
  - iii) the Defendant Jessie's travel accommodations paid for by the Plaintiff Chujun;
  - iv) loans that the Plaintiff Chujun had made to the Defendant Jessie directly at various times; and
  - v) such other expenses, monies or loans as the evidence may disclose.
49. The Plaintiff Chujun has since demanded that the Defendant Jessie repay the loans as evidenced by the \$39,000 Promissory Note and the \$250,000 Promissory Note (collectively the "Defendant Jessie's Promissory Notes") to reimburse the Plaintiff Chujun fully for her loss and damages, however, to date, the Defendant Jessie has refused or neglected to repay the Plaintiff Chujun for the same.
50. The Plaintiff Chujun makes her claim in equity against the Defendant Paul, having suffered losses and damage, the particulars of which include:
- i) Emotional and psychological distress;
  - ii) The loss of the Property;
  - iii) The loss of the Plaintiff Chujun's equity in the Property which exceeds amounts owing, if any, to the Defendant Paul; and
  - iv) Such other injuries, loss and damage as the evidence may disclose.

## **Part 2: RELIEF SOUGHT**

The Plaintiffs claim as follows:

1. General damages;
2. Special damages;
3. Punitive damages;
4. Restitution under waiver of tort;
5. Interest pursuant to the *Court Order Interest Act* and amendments thereto;
6. Costs; and
7. Such further and other relief as this Honourable Court may seem just.

**Part 3: LEGAL BASIS**

1. The Defendant Jessie's Promissory Notes are valid and binding contracts.
2. The Defendant Jessie is in breach of those contracts and are liable in debt pursuant to those contracts.
3. The Plaintiff Chujun claims restitution against the Defendant Paul and the Defendant Xiaoqi by virtue that the Contract was signed and the Transfer was made both under duress or undue influence exerted by the Defendant Paul.
4. In the alternative, the Plaintiff Chujun says that the interest rate charged by the Defendant Paul for the \$30,000 Loan is a criminal interest rate contrary to s. 347 of the *Criminal Code of Canada*, and accordingly the Defendant Paul should not be allowed to collect or retain the proceeds of a crime, including the charging of illegal interest which comprises the basis for the \$120,000 Credit in the Contract.
5. In the further alternative, the Plaintiff Chujun claims restitution under the doctrine of waiver of tort, and accordingly is entitled to elect to waive the tort and require the Defendant Paul and the Defendant Xiaoqi to disgorge some portion of the sale proceeds that the Defendant Paul and the Defendant Xiaoqi received from the Resale of the Property to the Third Party, through an accounting or other such restitutionary remedy.
6. In the even further alternative, the Plaintiff Chujun makes a claim in equity against the Defendants for unjust enrichment by virtue that the Defendants Paul and Xiaoqi are not entitled to the full value of the Credit, which had been fraudulently incorporated into the Contract and unlawfully deducted from the Sale Proceeds.

Plaintiff's address for service:

C/O Bernard Lau  
Chak Lau and Co. LLP  
Barristers & Solicitors  
#6090-8171 Ackroyd Road,  
Richmond, BC  
V6X 3K1

Fax number address for service (if any): None

E-mail address for service (if any): [bernard@bernardlau.com](mailto:bernard@bernardlau.com)

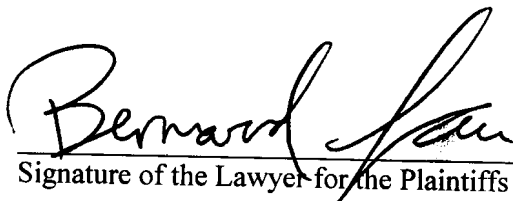
Place of trial:

The Law Courts,  
800 Smithe Street,  
Vancouver, BC  
V6Z 2E1

The address of the registry is:

The Law Courts,  
800 Smithe Street,  
Vancouver, BC  
V6Z 2E1

Date: April 4, 2014

  
Signature of the Lawyer for the Plaintiffs

**BERNARD C.Y. LAU**  
Barrister, Solicitor & Notary Public  
#6090-8171 Ackroyd Road  
Richmond, BC Canada V6X 3K1  
Tel: (604) 282-7506 Fax: (604) 282-7509

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

#### APPENDIX

*[The following information is provided for data collection purposes only and is of no legal effect.]*

#### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The plaintiffs' claim is against the defendants for payment of penalties arising from delayed construction.

#### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Put an "x" in one box below for the case type that best describes this case.]*

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

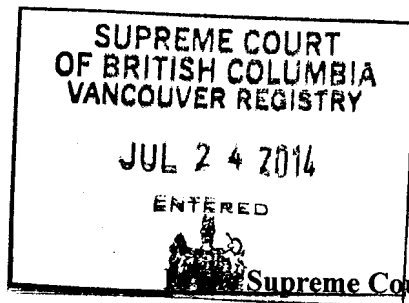
**Part 3: THIS CLAIM INVOLVES:**

*[Put an "x" in all boxes below that apply to this case.]*

- ☐ a class action
- ☐ maritime law
- ☐ Aboriginal law
- ☐ constitutional law
- ☐ conflict of law
- ☒ none of the above
- ☐ do not know

**Part 4:**

*The Court Order Interest Act, R.S.B.C. 1996, c. 79.*



No. S-142623  
Vancouver Registry

Between

Chujun Xiang

and

Plaintiff

Paul King Jin also known as Paul Jin, Xiaoqi Wei,  
and Jiexi Zhao

Defendants

**ORDER MADE AFTER APPLICATION**

BEFORE } A MASTER OF THE COURT } ~~.....JUNE.....2014~~.....JUL 22 2014

ON THE APPLICATION of the Plaintiff, Chujun Xiang, without a hearing and on reading the materials filed by Bernard Lau, counsel for the Plaintiff;

THIS COURT ORDERS that:

1. The Plaintiff may serve the Notice of Civil Claim by alternative method upon the Defendants, Paul King Jin also known as Paul Jin and Xiaoqi Wei, by sending a copy of the Notice of Civil Claim, together with a copy of this Order, to Paul King Jin also known as Paul Jin and Xiaoqi Wei by any of the following methods:

- i) ~~REGISTERED~~ **REGULAR** registered mail to the Water Cube at #103-4411 Number 3 Road, Richmond BC;
- ii) ~~REGISTERED~~ **REGULAR** registered mail to 8100 FAIRBROOK CRESCENT, RICHMOND, BRITISH COLUMBIA, V7C 1Z1; or
- iii) by posting the Notice of Civil Claim and a copy of this order at the front door of the residential address of 8100 FAIRBROOK CRESCENT, RICHMOND, BRITISH COLUMBIA, V7C 1Z1.

and such service shall be deemed to be good service upon the Defendants, Paul King Jin also known as Paul Jin and Xiaoqi Wei.

2. The time within which the Defendants, Paul King Jin also known as Paul Jin and Xiaoqi Wei, may file a response to the Notice of Civil Claim be 21 days after completion of service.
3. The Plaintiff may serve the Notice of Civil Claim by alternative method upon the Defendant, Jiexi Zhao, by sending a copy of the Notice of Civil Claim, together with a copy of this order, to the Defendant Jiexi Zhao's solicitor Douglas J. Conolly, at McQuarrie Hunter LLP, 15th Floor, Central City Tower Suite 1500, 13450 102nd Avenue Surrey, British Columbia V3T 5X3:
4. The time within which the Defendant, Jiexi Zhao, may file a response to the Notice of Civil Claim be 21 days after completion of service.
5. Costs against the Defendants, Jiexi Zhao, Paul King Jin also known as Paul Jin and Xiaoqi Wei.
6. ~~Such further and other relief as this honourable Court may deem just.~~
7. The requirement for approval as to form by the Defendants, Jiexi Zhao, Paul King Jin also known as Paul Jin and Xiaoqi Wei, be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of

[ ] party [x] lawyer for the Plaintiff,

Chujun Xiang

**BERNARD C.Y. LAU**  
Barrister, Solicitor & Notary Public  
#6090-8171 Ackroyd Road  
Richmond, BC Canada V6X 3K1  
Tel: (604) 282-7506 Fax: (604) 282-7509

By the Court.

Registrar

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**AUG 20 2014**



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

No. **S-146494**  
Vancouver Registry

**BETWEEN:**

**XIAOQI WEI**

**PLAINTIFF**

**AND:**

**HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU**

**DEFENDANTS**

### **NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

### **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiaoqi Wei, is a housewife with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Hong Yan Zhang also known as Hongyan Zhang, ("Hong Yan Zhang") is a student and resides at 8228 Claysmith Rd., Richmond, B.C.
3. The Defendant, Shi Jie Qu also known as Shijie Qu, ("Shi Jie Qu") is a student and resides at 8228 Claysmith Rd., Richmond, B.C.
4. At all material times, Hong Yan Zhang and Shi Jie Qu were the registered owners of the property with a civic address of 705-9188 Hemlock Dr., Richmond, B.C. and legally described as:

PID: 026-571-684

LOT 168 SECTION 10 BLOCK 4N RANGE  
6W NEW WESTMINSTER DISTRICT PLAN  
BCS1691 TOGETHER WITH AN INTEREST  
IN THE COMMON PROPERTY IN  
PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS  
SHOWN ON FORM V

("705-9188 Hemlock Dr.")

5. At all material times, Hong Yan Zhang was the registered owner of the property with a civic address of 8228 Claysmith Rd., Richmond, B.C. and legally described as:

PID: 010-570-233

LOT 77 SECTION 23 BLOCK 4N  
RANGE 7W NEW WESTMINSTER  
DISTRICT PLAN 19842

("8228 Claysmith Rd.")

6. At all material times, Hong Yan Zhang was the registered owner of the property with a civic address of 1202-9188 Hemlock Dr., Richmond, B.C. and legally described as:

PID: 026-572-010

LOT 201 SECTION 10 BLOCK 4N  
RANGE 6W NEW WESTMINSTER  
DISTRICT PLAN BCS1691 TOGETHER  
WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE  
UNIT ENTITLEMENT OF THE STRATA

## LOT AS SHOWN ON FORM V

("1202-9188 Hemlock Dr.")

7. The above-described properties, namely 705-9188 Hemlock Dr., 8228 Claysmith Rd. and 1202-9188 Hemlock Dr., shall hereinafter collectively be referred to as the Properties.
8. On or about May 10, 2014, Xiaoqi Wei loaned the amount of \$470,000 CAD (the "Loan") to Hong Yan Zhang and Shi Jie Qu on the following terms:
  - a. Hong Yan Zhang and Shi Jie Qu must return the Loan to Xiaoqi Wei on or before June 10, 2014.
  - b. The Loan was to be secured by the Properties.
  - c. Hong Yan Zhang and Shi Jie Qu would use the Loan for the purposes of:
    - i. construction and renovation on the Properties; and
    - ii. purchase of materials incidental thereto.
9. To date, although the full amount of the Loan has become due and owing since June 10, 2014, and Xiaoqi Wei has made several requests to the Defendants for the return of the Loan, the Defendants have refused or neglected to do so.

**Part 2: RELIEF SOUGHT**

1. Certificates of Pending Litigation against each of the following lands:

- a. 705-9188 Hemlock Dr., Richmond, B.C.

PID: 026-571-684

LOT 168 SECTION 10 BLOCK 4N RANGE  
6W NEW WESTMINSTER DISTRICT PLAN  
BCS1691 TOGETHER WITH AN INTEREST  
IN THE COMMON PROPERTY IN  
PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS  
SHOWN ON FORM V

- b. 8228 Claysmith Rd., Richmond, B.C.

PID: 010-570-233

LOT 77 SECTION 23 BLOCK 4N  
RANGE 7W NEW WESTMINSTER  
DISTRICT PLAN 19842

- c. 1202-9188 Hemlock Dr., Richmond, B.C.

PID: 026-572-010

LOT 201 SECTION 10 BLOCK 4N  
 RANGE 6W NEW WESTMINSTER  
 DISTRICT PLAN BCS1691 TOGETHER  
 WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE  
 UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V

2. Judgment against the Defendants in the amount of \$470,000 CAD;
3. A declaration that the Defendant, Hong Yan Zhang, holds the following lands in trust for the Plaintiff:
  - a. 705-9188 Hemlock Dr., Richmond, B.C.
  - b. 8228 Claysmith Rd., Richmond, B.C.
4. A declaration that the Defendants hold the following lands in trust for the Plaintiff: 705-9188 Hemlock Dr., Richmond, B.C.
5. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
6. An order or direction that any necessary inquiries or accounts be made or taken;
7. Interest pursuant to the *Court Order Interest Act*;
8. Costs, including special costs or increased costs; and
9. Such further and other relief as counsel may advise and this Honourable Court permit.

### **Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
 4438 West 10<sup>th</sup> Avenue, Suite 913  
 Vancouver, B.C., Canada, V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: 2014 AUG 20

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM: Liquidated Debt

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

### Part 4:

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*



This is the 1<sup>st</sup> Affidavit of Paul King Jin  
in this case and was made  
on November 17, 2014

No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

**AFFIDAVIT**

I, Paul King Jin, businessman, of 8100 Fairbrook Crescent, Richmond, B.C., V7C 1Z1, MAKE OATH  
AND SAY AS FOLLOWS:


1. I am the husband of the Plaintiff, Xiaoqi Wei, ("Wei") in this legal action, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. As mentioned in the Notice of Civil Claim herein:
  - a. The Plaintiff Wei loaned \$100,000 (the "First Loan") on May 2, 2014 and \$470,000 (the "Second Loan") on May 10, 2014 to the Defendants Hong Yan Zhang also known as Hongyan Zhang ("Zhang") and Shi Jie Qu also known as Shijie Qu ("Qu").
  - b. The First Loan and the Second Loan were each due on June 10, 2014.
  - c. To date, the Defendants Zhang and Qu have not returned the First Loan or the Second Loan.
3. The Defendant Qu is the husband of the Defendant Zhang.
4. The following properties are registered under the name of the Defendant Zhang:
  - a. 7929 Laburnum Street, Vancouver, B.C. ("Laburnum");
  - b. 8228 Claysmith Road, Richmond, B.C. ("Claysmith"); and

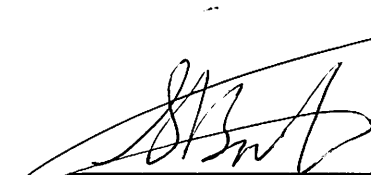
c. 1202-9188 Hemlock Drive, Richmond, B.C. ("1202-9188 Hemlock").

5. The following property is registered under the joint names of the Defendants Zhang and Qu: 705-9188 Hemlock Drive, Richmond, B.C. ("705-9188 Hemlock").
6. Until the Defendants Zhang and Qu left Canada in or about June 2014, they have been known to reside at Claysmith. On several occasions, I have visited the Defendants Zhang and Qu at Claysmith and observed that it was inhabited by them. I have also observed children's playthings at Claysmith, which belong to the child of the Defendants Zhang and Qu.
7. On or about June 15, 2014, in an attempt to find the Defendant Qu, I attended Claysmith, 705-9188 Hemlock, 1202-9188 Hemlock and Laburnum in that order.
8. At each of Claysmith, 705-9188 Hemlock and 1202-9188 Hemlock, I received no answer at the front door.
9. At Laburnum, I was greeted by an elderly Caucasian couple. The Caucasian couple stated that they have rented Laburnum for the term of a year. The Caucasian couple further identified a black Ford truck in the driveway as their vehicle.
10. In or about June 2014, I was advised by Zong Wang, who was a mutual friend of the Defendant Qu and me, that the Defendant Qu had returned to Dalian, Liaoning, People's Republic of China.
11. On or about June 20, 2014, I contacted Tian Ying Qu, who was the Defendant Qu's father, by phone. Tian Ying Qu advised that the Defendant Qu had returned to Dalian, Liaoning, People's Republic of China in an effort to find money to repay his creditors in Canada. However, he was unwilling or unable to divulge the exact location of the Defendant Qu.
12. From June 20, 2014 until August 27, 2014, being the date on which the Notice of Civil Claim herein was filed, I continued to visit Claysmith, 705-9188 Hemlock and 1202-9188 Hemlock regularly to determine whether the Defendant Qu had returned. However, I received no answer at the front door of each residence on any visit.
13. After August 27, 2014, I continued to visit Claysmith, 705-9188 Hemlock and 1202-9188 Hemlock regularly. My purposes were to determine whether the Defendant Qu had returned and serve the Notice of Civil Claim herein upon the Defendant Qu personally. I received no answer at the front door of each residence on any visit.
14. My most recent visit to Claysmith, 705-9188 Hemlock and 1202-9188 Hemlock was on November 9, 2014, and in particular:
  - a. I visited Claysmith around 11:00 a.m. I knocked on the front door of Claysmith several times and received no answer.
  - b. I then proceeded to 705-9188 Hemlock. I knocked on the front door of 705-9188 Hemlock several times and received no answer.
  - c. I then proceeded to 1202-9188 Hemlock. I knocked on the front door of 1202-9188 Hemlock several times and received no answer.

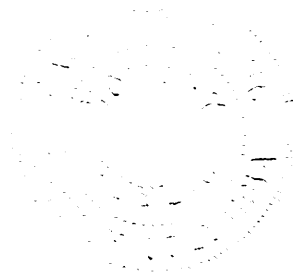
15. After my visit to 1202-9188 Hemlock on November 9, 2014, I attended Laburnum. I saw the black Ford truck, which belonged to the elderly Caucasian couple.
16. I have attempted to contact the Defendant Qu by phone since June 10, 2014. However, the Defendant Qu has not responded to my phone calls or text messages.
17. I verily believe that the Defendant Qu has returned to Dalian, Liaoning, People's Republic of China in order to avoid his creditors in Canada. Incidentally, Dalian, Liaoning, People's Republic of China is the Defendant Qu's hometown.
18. I do not know the Defendant Qu's address in Dalian, Liaoning, People's Republic of China. Although I am in contact with the Defendant Qu's father, I do not believe that he would willingly divulge the Defendant Qu's whereabouts.
19. Since I do not have any information which can narrow the search for the Defendant Qu beyond the fact that he is currently residing in Dalian, Liaoning, People's Republic of China, it would be impracticable to serve the Defendant Qu personally.

SWORN BEFORE ME at )  
Vancouver, British Columbia )  
on this 17 day of November, )  
2014 )

  
A Commissioner for Taking )  
Affidavits in British Columbia )  
ZACHARY CHUN NG )  
4438 West 10<sup>th</sup> Ave., Suite 913 )  
Vancouver, B.C. V6R 4R8 )  
Tel: 778-386-0001 )  
Fax: 604-608-3826 )

  
Paul King Jin

A Notary Public in and for the  
Province of British Columbia





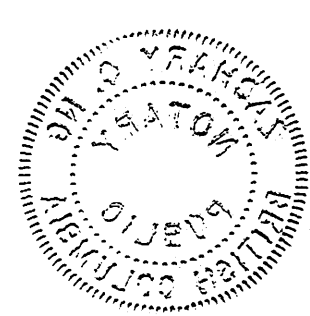
09/11/81

I, the undersigned, being a duly qualified and acting Notary Public in and for the Province of British Columbia, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the said Notary.

In testimony whereof, I have hereunto set my hand and the seal of the said Notary at the City of Vancouver, this 11th day of November, 1981.

Notary Public in and for the  
Province of British Columbia  
My Commission Expires on 11/11/82  
My Office is at 1111 West 1st Avenue  
Vancouver, B.C. V6H 1T1  
Telephone 681-1111

A Notary Public in and for the  
Province of British Columbia





This is the 2<sup>nd</sup> Affidavit of Paul King Jin  
in this case and was made  
on December 14, 2014

No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

**AFFIDAVIT**

I, Paul King Jin, unemployed, of 8100 Fairbrook Cr., Richmond, B.C., V7C 1Z1, MAKE OATH AND SAY AS FOLLOWS:

1. I am the husband of the Plaintiff, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. I make this Affidavit in support of the Application Response to be filed at the same time as this Affidavit.
3. I have reviewed Affidavit #1 of Hong Yan Zhang filed December 4, 2014. As I will explain below, I take many issues with the facts alleged therein.
4. I first met the Defendants Zhang and Qu in or about February 2014. I was referred to the Defendants Zhang and Qu through a mutual friend.
5. At the time, the Defendant Qu claimed that he was the son of Naijie Qu, a businessman who was well-known for being wealthy in China. Later on, I discovered that he was the son of Tianying Qu, not Naijie Qu.
6. After our initial meeting, I continued to spend time with the Defendants Zhang and Qu as friends from time to time.
7. While spending time with the Defendants Zhang and Qu, I was able to observe the Defendants Zhang and Qu interacting with each other. Their behaviour toward one another was affectionate

and intimate, no different from any other couple on good terms with one another. They also regularly referred to each other as husband or wife.

8. I have seen the Defendants Zhang and Qu together with their infant son, who must have been no more than one year old at the time. To the best of my knowledge, the infant son of the Defendants Zhang and Qu was born in February or March 2014.
9. I have visited the Defendants Zhang and Qu at their residential address of 8228 Claysmith Road, Richmond, B.C., V7C 2K9 (the "Claysmith Residence"). When I was inside the Claysmith Residence, I saw toys, clothing and other objects associated with their infant son strewn around the inside premises. I further saw personal effects belonging to both Defendants inside the Claysmith Residence.
10. In or about April 2014, the Defendants Zhang and Qu confided in me several times their desire to upgrade their real estate holdings. They stated, however, that they lacked the necessary funds to perform a major overhaul.
11. To add a note of explanation, as an unemployed person, I did not have the amount of money which the Defendants Zhang and Qu requested.
12. I advised the Defendants Zhang and Qu that I did not have the amount of money which they requested, but that my wife, Xiaoqi Wei, might be willing to lend them some money.
13. My wife was and remains a housewife and a part-time student. At the time, she was only 24 years old. As an older person with more experience in the business world, I regularly assist my wife in managing her financial affairs.
14. Even though the Defendant Qu had previously advised that he was the son of Naijie Qu as mentioned above, I was cautious about asking my wife to lend money to someone with whom I was not entirely familiar.
15. The Defendants Zhang and Qu advised me that they were the owners of four residential properties in the lower mainland. After I verified their claims, I informed my wife that she could lend money to the Defendants Zhang and Qu.
16. Attached hereto and marked as Exhibit "A" is a copy of the lending agreement (the "First Lending Agreement") dated May 2, 2014 between the Defendants Zhang and Qu, and my wife.
17. Attached hereto and marked as Exhibit "B" is a copy of the lending agreement (the "Second Lending Agreement") dated May 10, 2014 between the Defendants Zhang and Qu, and my wife.
18. Currently, I am in the process of having the First and Second Lending Agreements translated into the English language by a court-certified translator. I will provide translated copies of the First and Second Lending Agreements to the court as soon as they are ready.
19. A translation of the First Lending Agreement is as follows:
  - a. The title states: "Lending Receipt".

- b. The first paragraph states: Hong Yan Zhang and Shi Jie Qu have on May 2, 2014 received Xiaoqi Wei's funds in the amount of 100,000 CAD and must return said amount before June 10, 2014. Additionally, Hong Yan Zhang and Shi Jie Qu will use the property located at 7929 Laburnum St., Vancouver, B.C. as security. The money received must be used for purchasing materials, as well as performing interior and exterior renovations.
- c. I have not translated the second paragraph, as it is already in the English language.
- d. The line immediately below the second paragraph states: "The parties have made their signatures on this instrument."
- e. The remaining part of the First Lending Agreement thereafter are the signatures of the Defendants Zhang and Qu, the signature of my wife, and the date, which was Friday, May 2, 2014.

20. A translation of the Second Lending Agreement is as follows:

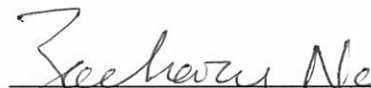
- a. The title states: "Lending Receipt".
- b. The first paragraph states: Hong Yan Zhang and Shi Jie Qu have on May 10, 2014 received Xiaoqi Wei's funds in the amount of 470,000 CAD and must return said amount before June 10, 2014. Additionally, Hong Yan Zhang and Shi Jie Qu will use the three properties located at 8228 Claysmith Road, Richmond, B.C., V7C 2K9, 1202-9188 Hemlock Dr., Richmond, B.C., V6Y 4J7, and 705-9188 Hemlock Dr., Richmond, B.C., V6Y 4J7 respectively as security. The money received must be used for purchasing materials, as well as performing interior and exterior renovations.
- c. I have not translated the second paragraph, as it is already in the English language.
- d. The line immediately below the second paragraph states: "The parties have made their signatures on this instrument."
- e. The remaining part of the Second Lending Agreement thereafter are the signatures of the Defendants Zhang and Qu, the signature of my wife, and the date, which was Saturday, May 10, 2014.

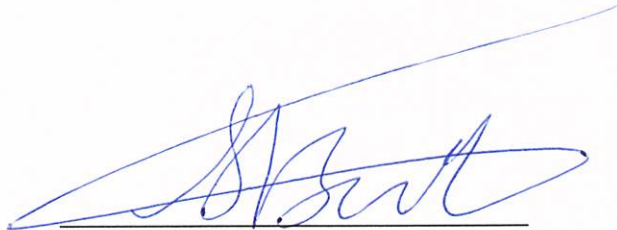
21. In response to Paragraph 2 of Affidavit #1 of Hong Yan Zhang, I do not believe that the Defendants Zhang and Qu were living separate and apart since February 10, 2013, because:

- a. I observed their behaviour toward one another. They behaved like any other couple on good terms with one another. They also regularly referred to each other as husband or wife.
- b. In or about February 2014, when I first met the Defendants Zhang and Qu, their son was less than one year old. Their son was born long after February 10 2013, which the Defendant Zhang alleged to be their date of separation.
- c. I was able to enter and observe the inside premises of the Claysmith Residence. The environment suggested that the Defendants Zhang and Qu, as well as their infant son, were living together at the Claysmith Residence.

22. In response to Paragraph 4 of Affidavit #1 of Hong Yan Zhang, I advised the Defendants Zhang and Qu on several occasions that I was merely assisting my wife in managing her financial affairs, and that they were ultimately borrowing money from my wife. My wife's name, "Xiaoqi Wei", also appeared on the First Lending Agreement and Second Lending Agreement, which the Defendants Zhang and Qu signed.
23. In response to Paragraph 6 of Affidavit #1 of Hong Yan Zhang, the Defendant Zhang had full knowledge of the loans, because she participated in the conversations between the Defendants Zhang and Qu, and me regarding the loans. During these conversations, the Defendant Zhang did not protest the loans. Instead, the Defendant Zhang repeatedly requested that my wife or I lend money to her.
24. Additionally, even though the First and Second Lending Agreements stated that the money received by the Defendants Zhang and Qu must be used for "purchasing materials, as well as performing interior and exterior renovations", I have been advised that the Defendants Zhang and Qu intended to use a part of the money for Defendant Zhang's father's ongoing court case in Henan, China.

SWORN BEFORE ME at )  
 Vancouver, British Columbia )  
 on this 14 day of December, )  
 2014 )

  
 A Commissioner for Taking )  
 Affidavits in British Columbia )  
 ZACHARY CHUN NG )  
 Zachary Ng, Barrister and )  
 Solicitor )  
 4438 West 10<sup>th</sup> Avenue, Suite 913 )  
 Vancouver, B.C. V6R 4R8 )  
 Tel: 778-386-0001 )  
 Fax: 604-608-3826 )

  
 PAUL KING JIN



This is Exhibit "A" referred to in the  
Affidavit of PAUL KUNG TIN  
sworn (or affirmed) before me at  
VANCOUVER, B.C.  
this 14 day of DECEMBER 2014.

Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia



## 借 据

Hong Yan Zhang & Shi Jie Qu 于 2014 年 5 月 2 日借到 XIAOQI WEI 加币 10 万元整，须在 2014 年 6 月 10 日前还款，并将地址 7929 LABURNUM ST. VANCOUVER B.C. 的房屋作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人：张鸿雁  
Shi Jie Qu

2014 年 5 月 2 日星期五

张鸿雁

This is Exhibit " B " referred to in the  
Affidavit of PAUL KING JIN  
sworn (or affirmed) before me at  
VANCOUVER, B.C.  
this 14 day of DECEMBER 2014.

Sachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia



## 借 据

Hong Yan Zhang & Shi Jie Qu 于 2014 年 5 月 10 日借到 XIAOQI WEI 加币 47 万元整，须在 2014 年 6 月 10 日前还款，并将地址 8228 Claysmith Road, Richmond, B.C. V7C 2K9 和 1202-9188 Hemlock Dr, Richmond, BC, V6Y 4J7 及 705-9188 Hemlock Dr, Richmond, BC, V6Y 4J7 的 3 处房屋作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人：张鸿雁  
shije Qu

2014 年 5 月 10 日星期六

张鸿雁

### Endorsement of Interpreter

I, Zachary Chun Ng, of 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8, certify:

1. That I have knowledge of the English and Mandarin languages, and I am competent to interpret from one to the other.
2. That I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. That before the Affidavit on which this endorsement is made was sworn by the deponent, I correctly interpreted it for the deponent from the English language into the Mandarin language, and the deponent appeared to fully understand the contents.

14 DEC 2014  
Date

Zachary Ng  
Interpreter

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

---

**AFFIDAVIT**

---

**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca



This is the 1<sup>st</sup> Affidavit of Amy Lee  
in this case and was made  
on December 15, 2014

No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

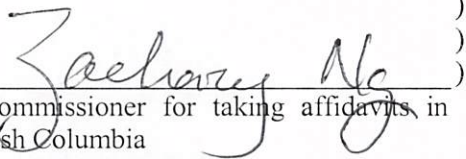
DEFENDANTS

**AFFIDAVIT**

I, AMY LEE, translator, of 8360 Fairhurst Road, in the City of Richmond, in the Province of British Columbia, translator, SWEAR (OR AFFIRM) THAT:

- 1 I have obtained certification (STIBC Associate Member No. 03-10-2535) from the Society of Translators and Interpreters of British Columbia (STIBC) as a certified translator from the Chinese language to the English language and from the English language to the Chinese language.
- 2 I have translated a Loan Agreement dated May 2, 2014 from Chinese to English to the best of my knowledge and abilities. Attached are the said Loan Agreement in the original Chinese marked Exhibit "A" and the translation thereof marked Exhibit "B".
- 3 The attached translation is a true and faithful translation of the attached Loan Agreement.

SWORN BEFORE ME )  
at the City of Vancouver, in the Province )  
of British Columbia, on the 15 day of )  
December, 2014 )

  
A commissioner for taking affidavits, in  
British Columbia  
ZACHARY CHUN NG

  
AMY LEE

**A Notary Public in and for the  
Province of British Columbia**



This is Exhibit " A " referred to in the  
Affidavit of Anna Lee  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 15 day of Dec, 2014.

Sachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

## 借 据

Hong Yan Zhang & Shi Jie Qu 于 2014 年 5 月 2 日借到 XIAOQI WEI 加币 10 万元整，须在 2014 年 6 月 10 日前还款，并将地址 7929 LABURNUM ST. VANCOUVER B.C. 的房屋作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人：张鸿雁  
Shi Jie Qu

2014 年 5 月 2 日星期五

赖偏琪

This is Exhibit " B " referred to in the  
Affidavit of Amy Lee  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 15 day of DEC 2014.

Sacharaj Ng  
A Commissioner/Notary Public for the  
Province of British Columbia



## Promissory Note

Hong Yan Zhang & Shi Jie Qu on May 2, 2014 had borrowed from XIAOQI WEI Canadian one hundred thousand dollars even. The funds have to be returned before June 10, 2014. Using the address: 7929 LABURNUM ST. VANCOUVER B.C. house as security. The borrowed funds will be used to purchase materials and for interior/exterior renovation use.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

Hereby established.

Hong Yan Zhang (Signature)

Borrowers:

Shi Je Qu (Signature)

May 2, 2014 Friday

Xiaoqi Wei (Signature)

**Translator's Declaration:**

In the city of Vancouver, province of British Columbia, I, Amy Lee, certify the above translation from Chinese to English to be true and accurate.

Court Accredited Interpreter  
STIBC 03-10-2535



December 15, 2014



No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

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**AFFIDAVIT**

---

**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0335



This is the 2<sup>nd</sup> Affidavit of Amy Lee  
in this case and was made  
on December 15, 2014

No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

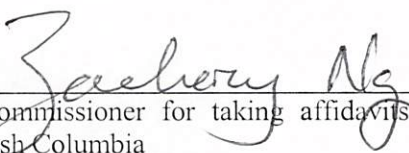
DEFENDANTS

**AFFIDAVIT**

I, AMY LEE, translator, of 8360 Fairhurst Road, in the City of Richmond, in the Province of British Columbia, translator, SWEAR (OR AFFIRM) THAT:

- 1 I have obtained certification (STIBC Associate Member No. 03-10-2535) from the Society of Translators and Interpreters of British Columbia (STIBC) as a certified translator from the Chinese language to the English language and from the English language to the Chinese language.
- 2 I have translated a Loan Agreement dated May 10, 2014 from Chinese to English to the best of my knowledge and abilities. Attached are the said Loan Agreement in the original Chinese marked Exhibit "A" and the translation thereof marked Exhibit "B".
- 3 The attached translation is a true and faithful translation of the attached Loan Agreement.

SWORN BEFORE ME )  
at the City of Vancouver, in the Province )  
of British Columbia, on the 15 day of )  
December, 2014 )

  
A commissioner for taking affidavits in  
British Columbia  
ZACHARY CHUN NG

  
AMY LEE

**A Notary Public in and for the  
Province of British Columbia**



This is Exhibit " A " referred to in the  
Affidavit of Amy Lee  
sworn (or affirmed) before me at

Vancouver, B.C.  
this 15 day of DEC, 2014.

Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

## 借 据

Hong Yan Zhang & Shi Jie Qu 于 2014 年 5 月 10 日借到 XIAOQI WEI 加币 47 万元整，须在 2014 年 6 月 10 日前还款，并将地址 8228 Claysmith Road, Richmond, B.C. V7C 2K9 和 1202-9188 Hemlock Dr, Richmond, BC, V6Y 4J7 及 705-9188 Hemlock Dr, Richmond, BC, V6Y 4J7 的 3 处房屋作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人：张鸿雁  
shije Qu

2014 年 5 月 10 日星期六

张鸿雁

This is Exhibit " B " referred to in the  
Affidavit of Chang Lee  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 15 day of DEC, 2014.

Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

## Promissory Note

Hong Yan Zhang & Shi Jie Qu on May 10, 2014 had borrowed from XIAOQI WEI Canadian four hundred and seventy thousand dollars even. The funds have to be returned before June 10, 2014. Using the addresses: 8228 Claysmith Road, Richmond, B.C. V7C 2K9; 1202-9188 Hemlock Dr., Richmond, B.C. V6Y 4J7 and 705-9188 Hemlock Dr., Richmond, B.C. V6Y 4J7; the three houses as security. The borrowed funds will be used to purchase materials and for interior/exterior renovation use.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

Hereby established.

Hong Yan Zhang (Signature)

Borrowers:

Shije Qu (Signature)

May 10, 2014 Saturday

Xiaoqi Wei (Signature)

**Translator's Declaration:**

In the city of Vancouver, province of British Columbia, I, Amy Lee, certify the above translation from Chinese to English to be true and accurate.

Court Accredited Interpreter  
STIBC 03-10-2535



December 15, 2014

No. S-146494  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

---

**AFFIDAVIT**

---

**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0335



This is the 1<sup>st</sup> Affidavit  
of Hong Yan Zhang in this case  
and was made on November 13, 2014

No. S-146494  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

**AFFIDAVIT OF HONG YAN ZHANG #1**

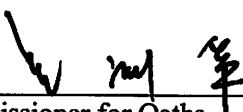
I Hong Yan Zhang, homemaker, of 8228 Claysmith Road in the City of Richmond, in the  
Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the Defendants herein, and as such have personal knowledge of the matters hereinafter deposed to, except where they are stated to be made on information and belief, and where so stated I verily believe them to be true.
2. The other Defendant is my husband. He and I have been living separate and apart since on or about February 10, 2013.
3. On June 6, 2014 I started a divorce proceeding against my husband at the Vancouver registry under claim E-141567. The divorce application is still pending as of today.
4. I do not know who the Plaintiff is. I had never heard of this name before this lawsuit.
5. Other than bank mortgages for my real properties, I have never borrowed money from anybody and certainly never signed any papers to obtain a loan or use any of my real properties as security.
6. I have never authorized my husband to get a loan or use any of my real properties to secure a loan.
7. I never received any money from my husband since our separation in February 2013.



8. On May 9, 2014 my husband and I entered into a separation agreement. One of the terms provide that he give me a Power of Attorney to transfer his half interest in the 705 - 9188 Hemlock Drive home to me. This Power of Attorney was accepted for registration at the Land Title Office on May 12, 2014. Attached hereto and marked as Exhibit "A" to my Affidavit is that Power of Attorney affixed to a filed Form 17. My husband is co-borrower of the HSBC mortgage registered against this property. Due to restrictions imposed by the mortgagee bank, I have not yet transferred my husband's interest into my name and dealt with his name on the mortgage because our divorce has yet to be finalized.
9. The funds used to purchase all of my real properties are from my parents and mortgaged loans. Other than in signing as co-borrower for the mortgage on 705 - 9188 Hemlock Drive, my husband has made no contribution to the purchase or financing of these properties. My husband has agreed in our separation agreement to quit claim against my properties.
10. I did not nor have any plan to pay for any construction or renovation on any of my real properties recently, specifically in 2014. The last time I spent any money on anything close to those things was about the end of 2012 when I spent about \$40,000 to repair my property on 7929 Laburnum Street. I did not borrow any money for these expenses.
11. I did not nor have any plan to pay for any materials for construction or renovation on any of my real properties recently, specifically in 2014.
12. I have tenants in all of my properties except for my residence at 8228 Claysmith Road, Richmond, BC.
13. Attached hereto and marked as Exhibit "B" to my Affidavit is a copy of the realtor's listing of 8228 Claysmith Road that was published in the summer of this year. I ended up not selling this home at that time but if circumstances require, I will have to sell this as well as my other real properties. In light of my imminent divorce, I expect significant changes to my finances and lifestyle. The CPLs filed against my properties prevent me from making choices with regards to where to live or invest, and prevents me from using the equities in the properties.

SWORN before me at the City of  
BEIJING, in the Province  
 of \_\_\_\_\_, China,  
 this 13<sup>th</sup> day of November, 2014

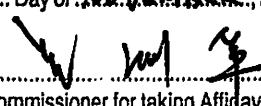
  
 \_\_\_\_\_  
 A Commissioner for Oaths  
 in and for the Province of  
ONTARIO

  
 \_\_\_\_\_  
 Hong Yan Zhang

**ZHUA BAO**  
**BARRISTER & SOLICITOR** 2/2  
**SUITE 1101-02**  
**BEIJING BROADCASTING TOWER**  
**JIA 14 JIANGDOMEINWAI AVENUE**  
**BEIJING, CHINA 100022**  
**TEL: (010) 65696699**

2

This is Exhibit "A" referred to in the  
affidavit of Hong Yan Zhang  
sworn before me at BEIJING  
this 13<sup>th</sup> Day of NOVEMBER, 2014

  
A Commissioner for taking Affidavits  
~~for British Columbia~~

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

FORM 17 CHARGE, NOTATION OR FILING May-12-2014 13:19:47.001

LAND TITLE AND SURVEY AUTHORITY

CA3719663

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Wai King Stella  
Yan HH8D4N

Digitally signed by Wai King Stella Yan  
HH8D4N  
DN: c=CA, cn=Wai King Stella Yan  
HH8D4N, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=HH8D4N  
Date: 2014.05.12 13:14:45 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Stella Yan, Barriswter &amp; Solicitor

#2400 - 8888 Odlin Crescent

Phone: 604-233-1288

File No. 22638-PA14-38

Richmond

BC V6X 3Z8

Document Fees: \$24.20

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

**NO PID NMBR NOT APPLICABLE**

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**POWER OF ATTORNEY**

ADDITIONAL INFORMATION:

Power of Attorney by SHIJIE QU to HONGYAN ZHANG

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**NOT APPLICABLE**

4

## POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is given on the 9th day of May, 2014 by **SHIJIE QU**, of 8 - 9700 No. 3 Road, in the City of Richmond, in the Province of British Columbia.

I appoint the following person:

**HONGYAN ZHANG**, of 8228 Claysmith Road, in the City of Richmond, in the Province of British Columbia, to be my Attorney in accordance with the *Power of Attorney Act* of the Province of British Columbia and to do on my behalf anything that I can lawfully do by an attorney.

This Power of Attorney is subject to the following conditions and restrictions, namely:

The Power of Attorney is to be used to deal with all matters including but not limited to sell, to transfer title, to manage and to give effectual receipts and discharges for the purchase money and to execute all sale, transfer, mortgage discharge, and management documents in connection with the following real property:

Civic Address

705 - 9188 Hemlock Drive, Richmond, BC

Legal Description

P.I.D. No. 026-571-684

STRATA LOT 168 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN BCS 1691

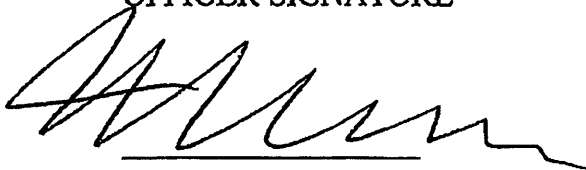
My Attorney may sell, transfer or charge the above property to or in favour of herself, notwithstanding sections 27 and 27.1 of the *Property Law Act* of British Columbia.

The effect of subsection 56(1) of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto, is expressly excluded from this Power of Attorney and this Power of Attorney shall remain valid after 3 years after the date of its execution.

OFFICER SIGNATURE

EXECUTION DATE

DONOR SIGNATURE



**JOHN W.Y. LEUNG**

*Barrister & Solicitor*

300 - 5900 No. 3 Road

Richmond, B.C., Canada V6X 3P7

Tel: 604-244-3804 Fax: 604-261-6118

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Y / M / D  
14 / 05 / 09



SHIJIE QU

CANADA

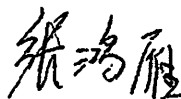
PROVINCE OF BRITISH COLUMBIA

TO WIT:

I, **HONGYAN ZHANG**, of 8228 Claysmith Road, in the City of Richmond, in the Province of British Columbia, do solemnly declare that:

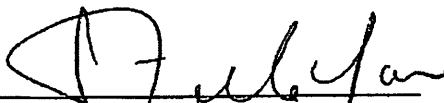
1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, the 9th day of May, 2014, I was of the full age of nineteen years.

**AND** I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.



**HONGYAN ZHANG**

**DECLARED** Before me at Richmond, B. C., this 10<sup>th</sup> day of May, 2014.



A Notary Public in and for the  
Province of British Columbia  
A Commissioner for taking  
Affidavits for British Columbia

**STELLA YAN**  
Barrister & Solicitor  
2400 - 8888 Odlin Cres.  
Richmond, B.C. V6X 3Z8  
Tel: (604) 233-1288

This is Exhibit "B" referred to in the  
affidavit of Hong Yan Zhang  
sworn before me at BEIJING  
this 13<sup>th</sup> Day of NOVEMBER, 2014

[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

# Macleon & Lung Group of Real Estate Professional Sales Team

## Our Office Listings

Search Results » Listing Details

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**8228 CLAYSMITH Road** Richmond V7C 2L1 : Boyd Park

Details

Map | WalkScore



**\$2,100,000**

Prop. Type: Residential Detached

MLS® Num: V1077397

Status: Active

Bedrooms: 5

Bathrooms: 6

Year Built: 2009

[Contact about this Listing](#)

[Open Printable View](#)

[Calculate Mortgage](#)

[Send Listing](#)

A beautiful home in one of Richmond's most desirable areas, 5 bedrooms, 6 bathrooms and 2 kitchens. S/S appliances, Sub-Zero fridge, Bosch custom cooktop. Home equipped with A/C, HRV system and a beautiful media room and wetbar. High ceiling throughout with gorgeous marble foyer, H/W floors and abundance of professional crown mouldings. This make it a pleasure to show. Close to shopping, schools and public transit. Don't miss out!

### General Info:

Property Type:	Residential Detached	Dwelling Type:	House/Single Family
Year built:	2009 (Age: 5)	Total area:	<input type="text"/> 4,788 sq. ft.
Total Floor Area:	<input type="text"/> 4,788 sq. ft.	Total unfinished area:	<input type="text"/> 0 sq. ft.
Main Floor Area:	<input type="text"/> 3,261 sq. ft.	Floor Area Above Main:	<input type="text"/> 1,527 sq. ft.
Floor Area Below Main:	<input type="text"/> 0 sq. ft.	Basement Area:	<input type="text"/> 0 sq. ft.
Finished Levels:	2.0	Bedrooms:	5 (Above Grd: 5)
Bathrooms:	6.0 (Full: 6/Half: 0)	Taxes:	\$8,148 / 2013
Lot Area:	<input type="text"/> 9,379 sq. ft.	Lot Frontage:	<input type="text"/> 67'
Lot Depth:	<input type="text"/> 140'	Outdoor Area:	Fenced Yard, Patio(s)
Strata Plan:	19842		

### Additional Info:

Basement:	None	Fireplaces:	2
-----------	------	-------------	---

## Macleon & Lung Group of Real Estate Professional Sales Team

Office: 604-279-9822

Karen's Cell: 604-657-3839

Edmond's Cell: 604-657-6063

Chelsea's Cell: 778-386-3007

#203 - 5188 Westminster Hwy

Richmond, BC

V7C 5S7 Canada

### Search Properties:

Search in:

Any

Search for:

Houses (Detached)

Priced from:

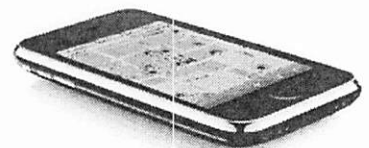
Any

Priced to:

Unlimited

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- Be informed of new listings
- Be first to know of great offers
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SIGN UP FOR FREE

Already a Member?

8

Fireplace Details: Gas - Natural

Parking 6 / 3  
Total/Covered:

[LOGIN NOW](#)

Title to Land: Freehold NonStrata

#### Features Included:

Air Conditioning, Clothes Washer/Dryer/Fridge/Stove/DW, Jetted Bathtub, Oven-Built In, Range, Security System, Sprinkler - Inground, Wet Bar, Vacuum Blt. In, Vacuum R.I.

#### Site Influences:

Central Location

#### Amenities:

Air Cond./Central

#### Other Details:

Dist to School NEAR BY  
Bus:

Listing information last updated on 12-Aug-2014 3:33 AM



EDMOND LUNG  
MACDONALD REALTY WESTMAR  
Tel: 1 (604) 6576063  
edmondlung@shaw.ca

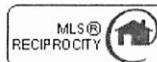


KAREN MACLEAN  
MACDONALD REALTY  
WESTMAR  
Tel: 1(604)657-3839  
kmac@shaw.ca

[Search Results](#) » [Listing Details](#)

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This is the 2<sup>nd</sup> Affidavit of Hong Yan Zhang  
in this case and was made on November 11, 2015

No. S-146494  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

**AFFIDAVIT OF HONG YAN ZHANG**

I, Hong Yan Zhang, homemaker, with address for service at 501-1250 Homer St. Vancouver, BC V6B 1C6 in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the Defendants in the above-named action, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. I have reviewed the 2<sup>nd</sup> Affidavit of Paul King Jin made December 14, 2014 ("Jin's Affidavit") and Jin's Affidavit consists of lies.
3. In specific response to paragraphs 4 through 6 of Jin's Affidavit, I have never met Paul King Jin and have never spent any time with him.
4. In specific response to paragraph 7 of Jin's Affidavit, as Paul King Jin has never met me, he has never had any opportunity to observe interactions between me and Shi Jie Qu. Jin's allegation that he has seen Jin Shi Jie and I interacting and showing affection to one another is a blatant lie, as Shi Jie Qu and I have been living separate and apart since on or

about February 10, 2013. Qu and I have been divorced as of February 8, 2015. Attached as **EXHIBIT 'A'** is true copy of notarized Certificate of Divorce issued by the Supreme Court of British Columbia dated February 13, 2015 certifying that Shi Jie Qu and I were officially divorced on February 8, 2015.

5. In specific response to paragraph 8 of Jin's Affidavit, Paul King Jin has never seen my son. Furthermore, his assertion of my son being born in February or March, 2014 is false. My son, Oliver Zhang, was born October 25, 2013. Attached as **EXHIBIT 'B'** is true copy of British Columbia Birth Certificate dated November 13, 2013 evidencing that Oliver Zhang was born October 25, 2013.
6. In specific response to paragraph 9 of Jin's Affidavit, this is yet another lie as he has never visited my residence and has never had an opportunity to observe the contents of my residence.
7. In specific response to paragraphs 10 through 12 of Jin's Affidavit, I have never spoken to Paul King Jin.
8. In specific response to paragraphs 12 through 15 of Jin's Affidavit, I have never requested any funds or loans from either Paul King Jin or Xiaoqi Wei. I have never met them, never spoken to them and have never corresponded with them.
9. In specific response to paragraphs 16 through 17 of Jin's Affidavit, I did not sign documents at Exhibit A and Exhibit B of Jin's Affidavit (the "Alleged Lending Agreements") and the signatures on the Alleged Lending Agreements do not belong to me. Prior to this lawsuit, I have never seen those Alleged Lending Agreements and the signatures on those Alleged Lending Agreements purporting to be mine are forgeries.
10. Attached as **EXHIBIT 'C'** is true copy of *Land Title Act* Form B executed May 19, 2006 and registered at the Land Title Office on May 23, 2006 (the "Form B"). Comparing my true signature in the Form B to the forgeries in the Alleged Lending Agreements, there is significant difference between my true signature and the forgeries. As an example, the forgeries in the Alleged Lending Agreements contain a horizontal line at the bottom right corner of the second character, such horizontal line is missing from my true signature and in its place is a dot. As a further example, the forgeries in the Alleged Lending Agreements contain a downward sloping straight diagonal line at the bottom right corner of the first character; however, in my true signature, there is no such straight downward sloping diagonal line. In its place is a squiggly line that looks like an upside down 'v'. There are more differences between the forgeries and my true signature, but these are a couple of the easier to spot examples.

11. As well, even in the Alleged Lending Agreements themselves, there is significant difference between the two forgeries of my signature. As an example, in the Alleged Lending Agreement of May 2, 2014, the top most horizontal line in the third character extends across the width of the character; however, in the alleged agreement of May 10, 2014, such horizontal line is missing. As well, in the Alleged Lending Agreement of May 2, 2014, there are three dots at the left side of the second character; however, these three dots are missing in their entirety in the Alleged Lending Agreement of May 10, 2014 and replaced by one dot above a solid squiggly line. There are more differences between the two forgeries, but these are a couple of the easier to spot examples.
12. Comparing true Shi Jie Qu's signature in the Form B to the forgeries in the Alleged Lending Agreements, there is significant difference between his true signature and the forgeries. Shi Jie Qu's true signature consists of a series of illegible scribbles; whereas the forgeries in the Alleged Lending Agreements forge a signature that is clearly written and clearly legible. As well, forgeries of Shi Jie Qu's signature in the Alleged Lending Agreements misspell his name. The forgeries are missing the 'i' in the word "Jie". The forgeries spell his name as "Shi Je Qu", when in fact his name is "Shi Jie Qu".
13. As well, even in the Alleged Lending Agreements themselves, there is significant difference between the two forgeries of Shi Jie Qu's signatures. For instance, in the May 2, 2014 Alleged Lending Agreement, the 'j' in the forgery has no hook; however, in the May 10, 2014 Alleged Lending Agreement, the 'j' contains a hook. As well, in the May 2, 2014 Alleged Lending Agreement the forgery of "Shi je" is written as two separate words; however, in the May 10, 2014 Alleged Lending Agreement, the forgery of "Shije" is written as only two words. There are more inconsistencies between the two forgeries but these are a couple of the easier to spot examples.
14. The *Land Title Act* Form B is notarized, and the execution of my true signature and Shi Jie Qu's signature were witnessed by a lawyer in good standing. In comparison, the Alleged Lending Agreements are not notarized and the Alleged Lending Agreements indicate that the forgeries were not signed before a witness. Without a notarization, anybody could have signed off on the Alleged Lending Agreements by forging the signatures
15. In specific response to paragraphs 18 through 20 of Jin's Affidavit, the translations are irrelevant since the signatures in the Alleged Lending Agreements are forgeries.

16. In specific response to paragraph 21(a) of Jin's Affidavit, I have never met Paul King Jin and he has never observed any interaction between me and Shi Jie Qu. His allegation that we were on good terms is also inconsistent with our divorce.
17. In specific response to paragraph 21(b) of Jin's Affidavit, Paul King Jin has never met my son. Furthermore, Paul King Jin's allegation that my son was born long after my separation with Shi Jie Qu is false. My son Oliver Zhang was conceived prior to my separation with Shi Jie Qu. Oliver Zhang was born October 25, 2013, 8.5 months subsequent to my separation with Shi Jie Qu on or about February 10, 2013. My first child was born in September, 2009.
18. In specific response to paragraph 21(c) of Jin's Affidavit, Paul King Jin has never entered my residence and never observed the contents of my residence.
19. In specific response to paragraph 22 through 24 of Paul King Jin's Affidavit, I have never participated in any conversations with Xiaoqi Wei, or Paul King Jin and have never met, spoken to or corresponded with either individual.
20. I left Canada in a hurry on May 11, 2014 because in early May, 2014 Shi Jie Qu advised me that I must flee Canada with my children. Shi Jie Qu advised me that he was robbed of goods and money that belonged to drug dealers and consequently he owed a lot of money to various drug dealers as they were holding him responsible for the loss. Shi Jie Qu was very scared and I was scared as well after hearing his story so I fled to China as soon as I could.
21. I was advised by an RCMP officer, and I verily believe, that Qu entered China sometime in June, 2014 but I have never talked to Shi Jie Qu or seen him since May, 2014.
22. After I left Canada in May, 2014, my house at 8228 Claysmith Road in Richmond had the windows broken on several occasions and red paint was splashed all over the front door. The vandals left notes saying "repay your debt". These incidents have been reported to the RCMP under File no. RI14-20370.

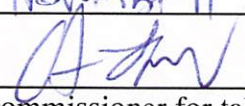
23. Due to the continuing acts of intimidation and vandalism of my house, I decided to sell the house due to my fear of the situation. My real estate agent hired a security guard for me in August, 2014. On August 18, 2014 the house was again vandalized with red paint even when the security guard was on premises. The incident was reported to the RCMP under file 14-26054 Attached as collectively **EXHIBIT 'D'** is Imperial Security Group Daily/Incident Report dated August 18, 2014 reporting the incidence of intimidation and vandalism along with the business card of RCMP Constble G. Morgan. The report states:

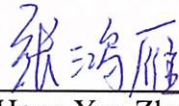
2:30 a.m. Two guys came in white car and park it in the dark as there was no street light and because of which I could not see the lic # plate. The guys came from the north side and one guy came out of the car but I could not see his face as it was covered. He took out a bucket of paint and threw it on the boundry [sic] wall and left the bucket on site which is now under the police custody. I had called the RCMP right away and within few minutes the RCMP cops came and after that I called in my supervisor and gave all the details to him. After all this the guys went to south side.

24. On August 20, 2014, two days after the vandalism to my house, the Plaintiffs initiated this lawsuit against me on the basis of the forged Alleged Lending Agreements. They have placed liens on my properties. I believe that the Plaintiffs are conspiring with the people responsible for the intimidation and vandalism of my property. They physically vandalized my property and I believe they are now attempting to legally mar it through a groundless lawsuit based on forgeries.

25. I have returned to Canada for a very short period of time to attend to this lawsuit and my personal affairs. I fear for the safety of my children due to the intimidation and vandalism so I am leaving Canada again shortly.

SWORN (OR AFFIRMED) BEFORE ME )  
at Vancouver, British Columbia, )  
on November 11, 2015. )

  
A commissioner for taking )  
affidavits for British Columbia )

  
Hong Yan Zhang

**ANDREW Y. LAU**  
*Barrister & Solicitor*  
**ANDREW LAU LAW CORPORATION**  
1500-885 West Georgia St.  
Vancouver, B.C., V6C 3E8  
Tel: 604-681-3833  
LAU@AYCLAWOFFICE.COM

This is Exhibit "A" referred to in the  
affidavit of Hong Yan Zhang  
sworn (or affirmed) before me on 11  
of November 2010.

[Signature]  
A Commissioner for taking Affidavits  
within British Columbia



**FORM F56  
( RULE 15-2 (3) )**

No. E141567

Vancouver Registry

*In the Supreme Court of British Columbia*

Claimant: HONGYAN ZHANG

Respondent: SHI JIE QU

**CERTIFICATE OF DIVORCE**

*[Rule 21-1 of the Supreme Court Family Rules applies to all forms.]*

This is to certify that HONGYAN ZHANG and SHI JIE QU

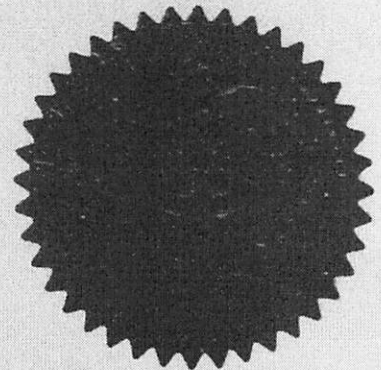
, who were married at Richmond, British Columbia on 24 Jun 2006

, were divorced under the *Divorce Act* (Canada) by an order of this court which took effect and dissolved the marriage on 08 Feb 2015

Date: 13 FEB 2015  
[dd/mm/yyyy]

GIVEN under my hand and the seal of this court

S. Robertson  
Registrar



This is Exhibit "B" referred to in the  
affidavit of Hong Yan Zhang  
sworn (or affirmed) before me on 17  
of November 2015.

John  
A Commissioner for taking Affidavits  
within British Columbia



# BIRTH CERTIFICATE

## BRITISH COLUMBIA

BIRTH CERTIFICATE

VSA 434(05/09)

Jack Shewchuk  
Chief Executive Officer  
Vital Statistics Agency



Certified extract from  
Registration of Birth  
filed at Victoria, BC,  
Canada.

Surname

ZHANG

Given Name(s)

OLIVER

Date of Birth

OCT 25, 2013

Sex MALE

Place of Birth

VANCOUVER

Registration Number

2013-59-036216

Date of Registration

NOV 07, 2013

Date of Issue NOV 13, 2013

Name of Parent

ZHANG, HONGYAN.

Birthplace of Parent

CHINA

Name of Parent

QU, SHI JIE

Birthplace of Parent

CHINA



B C 0 0 8 2 5 8 1 7

This is Exhibit "C" referred to in the  
affidavit of Hong Yan Zhang  
sworn (or affirmed) before me on 11  
of November 2015.

[Signature]  
A Commissioner for taking Affidavits  
within British Columbia

**LAND TITLE ACT**  
**FORM B**

23 MAY 2006 13 55

BA176415

(Section 225(1))

Province of British Columbia

(This area for Land Title Office use)

PAGE 1 of 2

**MORTGAGE - PART I**

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

LIM AND COMPANY, Barristers &amp; Solicitors

320-7480 Westminster Highway

Richmond, BC V6X1A1

Phone: 604 303 0788

File Ref. No: R10-4028/ZHANG (FT)

Mortgage Reference No. 4400746

LTO Client No. 011024

MEDALLION  
Client No. 010377

Florence Tam, Authorized Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE MORTGAGED LAND: \*

(PID) (LEGAL DESCRIPTION)

026-571-684 Strata Lot 168 Section 10 Block 4 North Range 6 West NWD Strata Plan BCS1691

3. BORROWER(S) [MORTGAGOR(S)]; including postal address(es) and postal code(s) \*

HONGYAN ZHANG, Student and SHIJIE QU, Student, as JOINT TENANTS, both of 1203-5933 Cooney Road, Richmond, British Columbia V6X 4H3.

71 06/05/23 13:55:23 04 LM 706756  
CHARGE \$65.20

4. LENDER(S) [MORTGAGEE(S)]; including occupation(s), postal address(es) and postal code(s) \*\*

HSBC BANK CANADA, a Canadian chartered bank having a Lending Administration Centre address and postal address at 11th Floor, 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1

## 5. PAYMENT PROVISIONS: \*\*

(a) Principal Amount: \$228,765.00	(b) Interest Rate: Prime Rate + 3.00% per annum	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES [ ] NO [X] If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date: On Demand			

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**MORTGAGE - PART 1**

PAGE 2 of 2

6. MORTGAGE contains floating charge on land? YES ☐ NO ☒7. MORTGAGE secures a current or running account YES ☒ NO ☐

8. INTEREST MORTGAGED:

Freehold ☒Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☐(b) Filed Standard Mortgage Terms ☒(c) Express Mortgage Terms ☐D.F. Number: MT050092  
(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS: \*

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER: \*

Covenant registered under No. BL308233

Covenant registered under No. BL308234

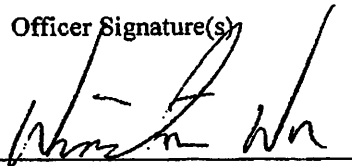
Covenant registered under No. BA352753

12. EXECUTION(S):\*\* This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

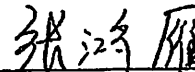
**Execution Date**

Y	M	D
2006	5	19

Officer Signature(s)

WINSTON WEN CHENG WU  
Barrister & Solicitor  
320-7480 Westminster Hwy.  
Richmond, B.C. V6X 1A1  
Tel: (604) 303-0788

Borrower(s) Signature(s)



HONGYAN ZHANG

  
SHIJIE QU

As To All Signatures

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D

**END OF DOCUMENT**

This is Exhibit D referred to in the  
affidavit of Hong Yan Zhang  
sworn (or affirmed) before me on 11  
of November 2015.

Alan  
A Commissioner for taking Affidavits  
within British Columbia



## NEW WESTMINSTER LAND TITLE OFFICE

May-11-2016 18:47:21.004

CA5176321

**LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CANCELLATION OF CHARGE, NOTATION OR FILING  
LAND TITLE AND SURVEY AUTHORITY**

PAGE 1 OF 5 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.**Andrew Yat-  
Cheung Lau  
TTQPJW**c=CA, cn=Andrew Yat-  
Cheung Lau TTQPJW,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=TTQPJW

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

**ANDREW LAU LAW CORPORATION****501-1250 HOMER ST.****190-1 ZHANG****604 681 3833****VANCOUVER****BC V6B1C6**

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
- 
- [PID] [legal description]

**SEE SCHEDULE**STC? YES ☐

3. NATURE AND NUMBER OF CHARGE, NOTATION OR FILING CANCELLED: NUMBER:
- CA3928457**

**CERTIFICATE OF PENDING LITIGATION**

ADDITIONAL INFORMATION:

NATURE AND NUMBER OF CHARGE, NOTATION OR FILING CANCELLED: NUMBER:

ADDITIONAL INFORMATION:

4. PERSON ENTITLED TO CANCELLATION:

**Registered Owner(s)**



---

ADDITIONAL PARCEL INFORMATION

---

PAGE 2 OF 5 PAGES

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**026-572-010****STRATA LOT 201 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT STRATA PLAN BCS1691**

STC?

YES ☐**TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN  
PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V**

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES ☐

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES ☐





No. S-146494  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAOQI WEI

PLAINTIFF

AND:

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHIJIE QU

DEFENDANTS

**ORDER MADE AFTER APPLICATION**

BEFORE } THE HONOURABLE MR. JUSTICE SEWELL } 29/JAN/2016

ON THE APPLICATION of the Defendant, Hong Yan Zhang

- [X] coming on for hearing at 800 Smithe Street, Vancouver, BC on 26/JAN/2016 and on hearing Ian Donaldson and Zachary Ng, solicitors for the Plaintiff Xiaoqi Wei and Andrew Lau, solicitor for the Defendant Hong Yan Zhang; and on considering the evidence put forward;

THIS COURT ORDERS THAT:

1. The Certificates of Pending Litigation cited in this Order shall be discharged pursuant to paragraphs 2 through 5 of this Order upon the Applicant posting security in the amount of \$100.00. Such security may be posted by the Applicant providing \$100.00 to her solicitor and her solicitor undertaking that he will hold the \$100.00 in trust until further Order of this Court.

2. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of this Order and production of a court-certified copy of this order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 22, 2014 under No. CA3917400 against the lands and premises situated at 705-9188 Hemlock Drive, Richmond, British Columbia, and legally described as follows:

PID: 026-571-684

STRATA LOT 168 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN BCS1691 TOGETHER WITH  
AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE  
UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

3. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of this Order and production of a court-certified copy of this Order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 22, 2014 under No. CA3917511 against the lands and premises situated at 8228 Claysmith Road, Richmond, British Columbia, and legally described as follows:

PID: 010-570-233

LOT 77 SECTION 23 BLOCK 4 NORTH RANGE 7 WEST NEW  
WESTMINSTER DISTRICT PLAN 19842

4. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of the order sought and production of a court-certified copy of that order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 28, 2014 under No. CA3928457 against the lands and premises situated at 1202-9188 Hemlock Drive, Richmond, British Columbia, and legally described as follows:

PID: 026-572-010

STRATA LOT 201 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN BCS1691 TOGETHER WITH  
AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE  
UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

5. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of the order sought and production of a court-certified copy of that order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 28, 2014 under No. CA3928550 against the lands and premises situated at 7929 Laburnum Street, Vancouver, British Columbia, and legally described as follows:

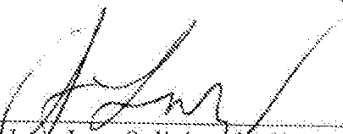
PID: 006-614-043

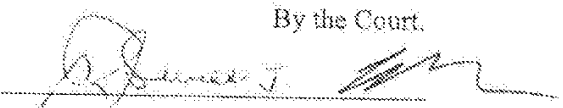
LOT 9 BLOCK 9 DISTRICT LOT 317 PLAN 5265

6. The Plaintiff shall pay the Applicant the costs of this application on Scale B in any event of the cause.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
Zachary Ng, Solicitor for Xiaoqi Wei

  
Andrew Lau, Solicitor for Hong Yan Zhang

By the Court.  
  
Registrar

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA5176321

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

<b>Andrew Yat- Cheung Lau TTQPJW</b>	c=CA, cn=Andrew Yat- Cheung Lau TTQPJW, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=TTQPJW
--	--

I, Andrew Lau, Barrister & Solicitor of 501 1250 Homer St. Vancouver, BC V6B 1C6 hereby declare:

1. I am solicitor for Hong Yan Zhang and as such have knowledge of the facts herein declared.
2. The Form 17 Cancellation of Charge attaches Order Made January 29, 2016 by the Honourable Mr. Justice Sewell (the "Order") ordering the release of the CPL cited in the Form 17.
3. The Order specifies that the Land Title Office is to release the CPL on production of a court-certified copy of the Order.
4. The Form 17 attached a copy of the Order but it was not court-certified.
5. To fulfill the requirements of the Order, attached to this Form C Declaration is a court-certified copy of the Order enabling the Land Title Office to release the CPL.

**NOTE:**

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**Fee Collected for Document: \$0.00**



No. S-146494  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



XIAOQI WEI

PLAINTIFF

HONG YAN ZHANG also known as HONGYAN ZHANG  
SHI JIE QU also known as SHJIE QU

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE MR. JUSTICE SEWELL } 29/JAN/2016

ON THE APPLICATION of the Defendant, Hong Yan Zhang

- [X] coming on for hearing at 800 Smith Street, Vancouver, BC on 26/JAN/2016 and on hearing Ian Donaldson and Zachary Ng, solicitors for the Plaintiff Xiaoqi Wei and Andrew Lau, solicitor for the Defendant Hong Yan Zhang; and on considering the evidence put forward;

THIS COURT ORDERS THAT:

1. The Certificates of Pending Litigation cited in this Order shall be discharged pursuant to paragraphs 2 through 5 of this Order upon the Applicant posting security in the amount of \$100.00. Such security may be posted by the Applicant providing \$100.00 to her solicitor and her solicitor undertaking that he will hold the \$100.00 in trust until further Order of this Court.

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PID: 026-571-684

STRATA LOT 168 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN BCS1691 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

3. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of this Order and production of a court-certified copy of this Order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 22, 2014 under No. CA3917511 against the lands and premises situated at 8228 Claymouth Road, Richmond, British Columbia, and legally described as follows:

PID: 010-570-233

LOT 77 SECTION 23 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 19842

4. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of the order sought and production of a court-certified copy of that order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 28, 2014 under No. CA3928457 against the lands and premises situated at 1202-9188 Hemlock Drive, Richmond, British Columbia, and legally described as follows:

PID: 026-572-010

STRATA LOT 201 SECTION 10 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN BCS1691 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

5. The Registrar of Titles of the New Westminster Land Title Office shall, on application by the Applicant for registration of the order sought and production of a court-certified copy of that order, cancel the registration of the certificate of pending litigation filed in the Land Title Office on August 28, 2014 under No. CA3928550 against the lands and premises situated at 7929 Laburnum Street, Vancouver, British Columbia, and legally described as follows:


PID: 006-614-043

LOT 9 BLOCK 9 DISTRICT LOT 317 PLAN 5265

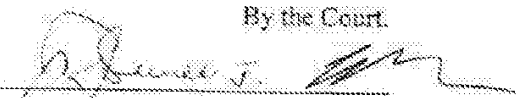
5. The Plaintiff shall pay the Applicant the costs of this application on Scale B in any event of the cause.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
Zachary Ng, Solicitor for Xiang Jie


  
Andrew Lau, Solicitor for Hong Yan Zhang

By the Court.

  
Registrar

Certified a true copy according to  
the records of the Supreme Court  
at Vancouver, B.C.

This 12 day of May 2016

  
Authorized Signing Officer

Erin Sandhu

MAR 05 2015

No. S-151858  
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

PAUL KING JIN

Plaintiff

AND

DAQING WANG

Defendant

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,



- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### **Claim of the Plaintiff**

#### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin is a businessman with an address for service of c/o 100 – 8120 Granville Avenue, Richmond, B.C..
2. The first Defendant Daqing Wang is a businessman and to the Plaintiff's knowledge maintains an address for service at 13464 Vine Maple Drive, Surrey, B.C. V4P 1W9 (the "Surrey Property"), bearing legal description:

PID 009-572-660

Lot 76 Section 20 Township 1 New Westminster District Plan 20878

3. On or about February 1, 2013, the Plaintiff loaned the amount of \$300,000 to the Defendant, which the Defendant granted his Surrey Property as collateral, and moreover the purpose of the loan was for renovations on the Surrey Property (the "Loan"). The Loan was evidenced by promissory note, and was due and payable on February 1, 2014.
4. The Defendant did not repay the Loan amount by February 1, 2014, or at all. The Plaintiff has since demanded repayment of the Loan. The Defendant has either refused or neglected to tender any payment to date.
5. The Plaintiff further believes the Loan amount was used for renovations or improvements done on the Surrey Property, and in the alternative was used for the maintenance, improvements and expenses for the Surrey Property.

#### **Part 2: RELIEF SOUGHT**

1. Declaration that the Defendant is indebted to the Plaintiff in the amount of \$300,000, and order that the Defendant pay to the Plaintiff said amount;

2. In the alternative or concurrently, a declaration that the Defendant has been unjustly enriched by the Plaintiff in the amount of \$300,000, and an order for constructive trust against the Defendant's interest in the Surrey Property in that amount.
3. Certificate of Pending Litigation on the Surrey Property, bearing legal description:  
     PID 009-572-660  
     Lot 76 Section 20 Township 1 New Westminster District Plan 20878
4. An accounting;
5. Tracing;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs;
8. Such further and other relief as this Honourable Court deems just.

### **Part 3: LEGAL BASIS**

1. The Loan amount is a debt that has not been repaid by the date due. The Plaintiff is entitled to repayment of the same.
2. The Loan amount was advanced for, and used to improve the Defendant's Surrey Property. As such, the Defendant has been unjustly enriched by the Loan amount, to the detriment of the Plaintiff, and in the absence of a juristic reason. As such, the Plaintiff is entitled to a declaration of constructive trust over the Surrey Property, and pursuant to s.215 of the *Land Title Act*, a Certificate of Pending Litigation.
3. In the event any of the Loan amount was not used for the Surrey Property, or if used for the Surrey Property but later converted into other property, by the law of unjust enrichment Plaintiff is entitled to the equitable remedies of an accounting and tracing.
4. The *Court Order Interest Act* provides for pre-judgment and post-judgment interest on amounts awarded, and the Plaintiff is so entitled.

5. The *Supreme Court Civil Rules* provide, inter alia, at Rule 14-1 for costs to a successful party. The Plaintiff is so entitled.
6. Such further and other legal bases as counsel may advise and this Honourable Court permits.

Plaintiff's address for service:

Wallace M. Wong & Co.  
Suite 100 – 8120 Granville Avenue  
Richmond, B.C. V6Y 1P3  
Tel: 604-278-8086  
Fax: 604-278-6986

E-mail address for service (if any): not applicable.


Place of trial: Vancouver, B.C.

The address of the registry is:

Vancouver Law Courts  
800 Smithe St.  
Vancouver, B.C. V6Z 2E1

Date: March 5, 2015

.....  
Signature of  
[ ] plaintiff [X] lawyer for plaintiff



WALLACE M. WONG

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Claim for debt, and in unjust enrichment.

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above

[ ] do not know

**Part 4:**

*Land Title Act* RSBC 1996 c.250

*Court Order Interest Act* RSBC 1996 c.79

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

Plaintiff

AND

DAQING WANG

Defendant

---

**NOTICE OF CIVIL CLAIM**

---

WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086  
FAX: (604) 278-6986

PER: WALLACE M. WONG

File No. WW-L1521



NO. S-151858  
Vancouver REGISTRY

***IN THE SUPREME COURT OF BRITISH COLUMBIA***

BETWEEN:

Paul King Jin

PLAINTIFF

AND:

Daqing Wang

DEFENDANT

**RESPONSE TO CIVIL CLAIM**

**Filed by:** Daqing Wang, the Defendant (the "Defendant Wang")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1: Defendant's Response to Facts**

1. The facts alleged in paragraphs NIL of Part 1 of the notice of civil claim are admitted.
2. The facts alleged in paragraphs 2-5 of Part 1 of the notice of civil claim are denied.
3. The facts alleged in paragraph 1 of Part 1 of the notice of civil claim are outside the knowledge of the defendant.

**Division 2: Defendant's Version of Facts**

4. The Defendant Wang denies all allegations of fact and law in the Notice of Civil Claim except those specifically admitted in this Response to Civil Claim, and puts the Plaintiff to the strict proof thereof.



5. For reference and convenience only, the Defendant Wang adopts and incorporates into this Response to Civil Claim the terms defined in the Notice of Civil Claim.
6. In response to paragraph 2 of the Notice of Civil Claim, the Defendant Wang's address for service is at #5090-8171 Ackroyd Road, Richmond, BC, V6X 3K1, C/O Bernard Lau and Co.
7. In response to the whole of the Notice of Claim, and specifically paragraphs 3-5, the Defendant Wang did not make the promissory note evidencing the Loan being sued upon (the "\$300,000 Promissory Note"). The signature upon the \$300,000 Promissory Note for the Loan purporting to be that of the Defendant Wang is a forgery.
8. In further response to paragraphs 3-5, the Defendant Wang did not borrow \$300,000, or any part of the Loan thereof, on or about February 1, 2013.
9. The Defendant Wang denies borrowing the Loan at all, and more specifically, denies borrowing the Loan for the purpose of renovating, making improvements, or paying maintenance and expenses on the Surrey Property.

### **Division 3: Additional Facts**

10. On or about February 5, 2013, the Defendant Wang did borrow \$750,000 from the Plaintiff as evidenced by the following documents, both of which were witnessed also on February 5, 2013 by Hong Guo ("Hong Guo"), a lawyer licensed to practise law in the Province of British Columbia, with an office in Richmond, BC:
  - i) a promissory note (the "\$750,000 Promissory Note") executed by the Plaintiff and the Defendant Wang;
  - ii) a Form B Mortgage executed by the Defendant Wang granting a mortgage with a principal of \$750,000 in favour of the Plaintiff over the property known as:

Legal Description: STRATA LOT 88 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN BCS536  
PID: 025-775-898  
CIVIC: 411-2083 W.33RD Ave., Vancouver

(the "Vancouver Condo").
11. By way of foreclosure proceedings via a petition (the "Petition") commenced in part by the Plaintiff in separate proceedings under the BC Supreme Court Vancouver registry, action no. H-140079, the Court ordered the sale of the Vancouver Condo to the now-registered owner, Yichu Guan, who obtained title of the Vancouver Condo on or about February 18, 2015.
12. The Plaintiff registered a judgment on title to the Surrey Property arising from the Petition, alleging a shortfall in the monies recovered from the sale of the Vancouver Condo.

13. Save and except for the \$750,000 Promissory Note, which the Defendant Wang admits to having executed and witnessed by a practising lawyer, Hong Guo, the Defendant Wang made no other promissory notes nor borrowed any other amounts from the Plaintiff.
14. On or about March 20, 2015, the Defendant Wang, through his counsel, requested and received a copy of the \$300,000 Promissory Note from Plaintiff's counsel, which the Defendant Wang, upon viewing of said copy of the \$300,000 Promissory Note, denies having made, executed or seen previously.

#### **Part 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendant Wang consents to granting none of the relief sought in Part 2 of the Notice of Civil Claim.
2. The Defendant Wang opposes the granting of the relief sought in all the paragraphs of Part 2 of the Notice of Civil Claim.
3. The Defendant Wang submits that the claims as against the Defendant Wang should be dismissed with costs.

#### **Part 3: LEGAL BASIS**

1. The Defendant Wang did not make the \$300,000 Promissory Note sued upon. The signature upon the \$300,000 Promissory Note purporting to be that of the Defendant Wang is a forgery.
2. The Defendant Wang did not borrow the Loan or any amounts thereof for any purpose, and specifically not for the purpose of making renovations, improvements or any work towards the Surrey Property, and accordingly, the Plaintiff is not entitled to claim any interest, equitable or otherwise, in the Surrey Property.
3. The Defendant Wang submits that, should the Court find the \$300,000 Promissory Note to be a forgery, the claim against the Defendant Wang should be dismissed with special costs or, in the alternative, party-and-party costs awarded in the Defendant Wang's favour for the Plaintiff's reprehensible conduct on grounds that the Plaintiff has attempted to mislead the Court through the fabrication of evidence.

Address for service of the defendant(s) bringing this Response:

Bernard Lau and Co.  
C/O Bernard Lau  
#5090-8171 Ackroyd Road,  
Richmond, BC  
V6X 3K1

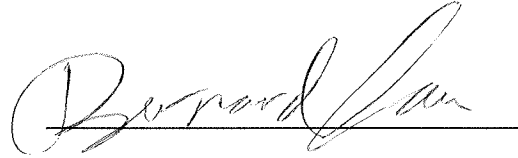
Fax number address for service (if any): N/A

E-mail address for service (if any): bernard@bernardlau.com

The address of the registry is:

The Law Courts  
800 Smithe Street  
Vancouver, BC  
V6Z 2E1

Date: 10/APRIL/2015



Signature of Bernard Lau  
Solicitor for Defendant, Daqing Wang,  
[ ] filing party [X] lawyer for filing party(ies)

Bernard C.Y. Lau  
Barrister, Solicitor & Notary Public  
#5090 - 8171 Ackroyd Road  
Richmond, BC Canada V6X 3K1  
Tel: (604) 285-5240  
Fax: (604) 285-5241

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

This Response to Civil Claim is prepared and filed by the law firm of Bernard Lau and Co., #5090-8171 Ackroyd Road, Richmond, BC V6X 3K1, Attn: Bernard Lau



This is the 1<sup>st</sup> Affidavit of Paul King Jin  
In this case and was made March 21, 2016  
No. S151858  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

Plaintiff

AND

DAQING WANG

Defendant

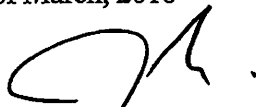
**AFFIDAVIT**

I, Paul King Jin, businessman, of c/o 100 – 8120 Granville Avenue, Richmond, B.C. V6Y 1P3, hereby solemnly affirm as follows:

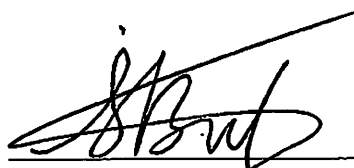
1. I am the Plaintiff in this matter, and as such have personal knowledge of the facts herein deposed to, except where stated to be on information and belief, and where so stated, I verily believe the same to be true.
2. I have not been able to locate the original Promissory Note for \$300,000 that is the subject of these proceedings. Attached as **Exhibit "A"** is, however, a copy of the same, and in confirm this is a copy of the Promissory Note referred to in my Notice of Civil Claim. If I find the original, I will disclose it as soon as possible through counsel.
3. I attach as **Exhibit "B"** to this Affidavit a copy of text messages between the Defendant and myself. With respect to Exhibit "B", above, I confirm that these text messages refer to the combined loans of under the above Promissory Note, and the \$750,000 loan, which is the subject of another, foreclosure proceeding, also in this Court.
4. More specifically, with regards to the text of May 30, 2013, I confirm that it refers to the two loans as totaling over \$1,000,000 CDN, and in the November 3, 2013 text Mr. Wang

confirms he will be paying it all back, but needs more time.

Affirmed before me at the City of Richmond,  
in the Province of British Columbia, this 21<sup>st</sup>  
day of March, 2016



A Commissioner for taking Affidavits within  
British Columbia



PAUL KING JIN

JONATHAN M. WAI  
BARRISTER & SOLICITOR  
100-8120 GRANVILLE AVE  
RICHMOND, B.C.  
CANADA V6Y 1P3

3

## 借 据

DAQING WANG 于 2013 年 2 月 1 日借到  
PAUL KING JIN 加币 30 万元整，须在 2014  
年 2 月 1 日前还款，并将地址 13464 VINE  
MAPLE DRIVE ,SURREY,BC,V4P 1W9 的一  
处房子作担保。借到的款项用于买材料以及  
室内外装修之用途。

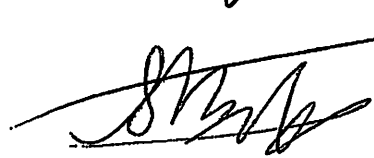
The Debtor has been provided with the  
opportunity of obtaining independent legal  
advice before signing this Promissory Note.  
These borrow money for the real estate  
expansion and decoration. And for the purchase  
of all decoration materials used.

立字此据

借款人：王 大 强

2013 年 2 月 1 日星期五

This is Exhibit "A" referred to in the  
affidavit of Paul King Jin  
this 21st day of March 2016  
A Commissioner for taking Affidavits  
within British Columbia



< 信息

王大庆

详细信息

你再不回来，六月份到期后房子交到法院卖掉

May 30, 2013, 11:20 PM

王总你好，我是阿宝  
 2月1日，  
 $146000 \times 2 = 292000$ ，3期  
 利息43800  
 2月2日，17万+16万=33  
 万，3期利息49500  
 2月7日，21万+19万=40  
 万，3期利息，6万  
 本金共1022000  
 利息共153300  
 本金+利息一共1175300  
 核对一下，请回电话

Jun 3, 2013, 2:01 PM

王哥请赶快打到律师楼，  
 不然施总本星期买房子，  
 另外四十万大刚问你要了



短信/彩信

发送



< 信息

王大庆

详细信息

你再不回来，六月份到期后房子交到法院卖掉

May 30, 2013, 11:20 PM

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万，3期利息，6万  
本金共1022000  
利息共153300  
本金+利息一共1175300  
核对一下，请回电话

Jun 3, 2013, 2:01 PM

王哥请赶快打到律师楼，  
不然施总本星期买房子，  
另外四十万大刚问你要了



短信/彩信

发送



◀ 信息

王大庆

详细信息

Jun 3, 2013, 2:01 PM

王哥请赶快打到律师楼，不然施总本星期买房子，另外四十万大刚问你要了因为大刚在水立方给你的二十万盈你二十万。因此施总叫快卖房子请快回电！

Jun 8, 2013, 8:08 PM

30分后给你回电！

Jun 11, 2013, 10:46 AM

今天去律师楼签字卖房子，三天你钱打不到律师楼房子卖剩下的钱四十万另外追你，你非常麻烦。

Jun 12, 2013, 4:35 AM

我在运做,如果你们非要这



短信/彩信

发送

◀ 信息 (1)

王大庆

联系人

Jun 12, 2013, 10:30 AM

哥们你运做了半年了你给个时间我好给施总说，不要找太多麻烦了，多点信息放数的总会有办法的珍重。

Jun 20, 2013, 2:25 AM

啊宝你们周五可否出来？我好安排日程。

Jun 20, 2013, 10:57 AM

王哥施总说我现拿到码他就过去澳门，他担心你

Jul 21, 2013, 10:12 AM

王哥不好意思下个星期房子找律师给卖了

Jul 25, 2013, 11:26 PM



短信/彩信

发送

◀ 信息 (1)

王大庆

联系人

Jul 25, 2013, 11:26 PM

王大庆请回电话，如果你不自爱的话你一定有后果的，叫你一辈子后悔，这是加拿大法律！愿赌服输，不要给北方人丢脸

Tue, Sep 24, 10:30 PM

老司，阿宝去我家送律师函一事我非常反感！你们要想要房子，你们就办吧，剩下的我不在给了！要想要钱只好等10月底结清！你们这种做法我是最气愤的.....

Wed, Sep 25, 12:50 AM

王大庆，欠债还钱天经地义，你从一月份欠到现在，对你已仁至义尽，愿赌服输你最终的结果一分钱都不能少，你好自为之



短信/彩信

发送

< 信息 (1)

王大庆

联系人

Thu, Oct 10, 3:52 AM

大庆你既然回来了，我们座下好好谈谈不要影响到家人更不要小看阿宝

Thu, Oct 10, 10:25 AM

我在北京！你在敢？我就实名举报你们.....

Thu, Oct 31, 7:37 AM

大庆你说月底回来结清！请联系我阿宝

Sun, Nov 3, 11:54 PM

老司您好，原计划就个月末结清，由于外欠我帐没有及时收回来，还的缓缓才能结清。请您理解见谅！



短信/彩信

发送



◀ 信息 (1)

王大庆

联系人

时收回来，还的缓缓才能结清。请您理解见谅！

Mon, Nov 11, 10:24 AM

大庆你回来了，钱能还多少算多少请有点诚意，钱是从我阿宝手里拿的快一年了，做人不要太过

老司，啊宝由于房子做了抵押只能通过律师一次解决。请见谅！

Saturday 9:57 PM

大庆，老施的帐我已全部还清，你欠我的钱请一次还清，你要面对，不然最后你很麻烦



短信/彩信

发送



NO.S-151858  
VANCOUVER REGISTRY

In the Supreme Court of British Columbia

Between

Paul King Jin

Plaintiff

and

Daqing Wang

Defendant

CONSENT ORDER

BEFORE A REGISTRAR

)  
)  
)

23 APRIL 2018

ON THE APPLICATION of the Plaintiff Paul King Jin, without a hearing and BY CONSENT:

THIS COURT ORDERS that:

1. the within action of the Plaintiff be dismissed without costs to any party.
2. the dismissal of this Action No. 151858 shall be for all purposes of the same force and effect as if it had been pronounced after a trial on the merits.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

  
\_\_\_\_\_  
Wallace M. Wong  
SOLICITOR FOR THE PLAINTIFF

  
\_\_\_\_\_  
Bernard Lau  
SOLICITOR FOR THE DEFENDANT

BY THE COURT

\_\_\_\_\_  
REGISTRAR

No. S151858  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

Plaintiff

AND

DAQING WANG

Defendant

---

**CONSENT ORDER**

---

WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086  
FAX: (604) 278-6986

PER: WALLACE M. WONG

File No. WW-L1521

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**S-152698**

**MAR 31 2015**

No. \_\_\_\_\_  
Vancouver Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

DEFENDANTS

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

31 MAR 15 1507774 RISS 200.00  
21422 S152698

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Jiang Bo Zhang also known as Jiangbo Zhang, ("Jiang Bo Zhang") is a businessman and resides at 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6.
3. The Defendant, Ru Bing Shen also known as Rubing Shen, ("Ru Bing Shen") is a businesswoman and resides at 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6.
4. The Defendants, Jiang Bo Zhang and Ru Bing Shen, are husband and wife respectively.
5. At all material times, Ru Bing Shen was the registered owner of the property with a civic address of 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6 and legally described as:

PID: 011-431-318

LOT 14 BLOCK 44 PLAN VAP4673 DISTRICT LOT 139 NEW WESTMINSTER  
SUBSIDY LOT 1, LOT 14 OF 1 BLK 44 DL 139 PLN 4673

(the "Property")

6. On or about November 26, 2014, Paul King Jin loaned the amount of \$405,000 CAD (the "Loan") to Jiang Bo Zhang and Ru Bing Shen on the following terms:
  - a. Jiang Bo Zhang and Ru Bing Shen must return the Loan to Paul King Jin on or before March 6, 2015.
  - b. The Loan was to be secured by the Property.
  - c. Jiang Bo Zhang and Ru Bing Shen would use the Loan for the purposes of:
    - i. construction and renovation on the Property; and
    - ii. purchase of materials incidental thereto.
7. To date, although the full amount of the Loan has become due and owing since March 6, 2015, and Paul King Jin has made several requests to the Defendants for the return of the Loan, the Defendants have refused or neglected to do so.

### Part 2: RELIEF SOUGHT

1. Certificates of Pending Litigation against the lands and premises known civically as 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6 and legally described as:

PID: 011-431-318

LOT 14 BLOCK 44 PLAN VAP4673 DISTRICT LOT 139 NEW WESTMINSTER  
SUBSIDY LOT 1, LOT 14 OF 1 BLK 44 DL 139 PLN 4673

2. Judgment against the Defendants in the amount of \$405,000 CAD;
3. A declaration that the Defendant, Ru Bin Shen, hold the following lands in trust for the Plaintiff:  
4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: March 26, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

DEFENDANTS

---

**NOTICE OF CIVIL CLAIM**

---

**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0385

**FORM 2  
(RULE 3-3(1))**

Amended Response to Civil Claim filed September 15, 2015 pursuant to Rule 6-1(1)(a)  
Original Response to Civil Claim filed May 4, 2015

No. S-152698  
Vancouver Registry



***In the Supreme Court of British Columbia***

PAUL KING JIN

Plaintiff

And

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

Defendants

**AMENDED RESPONSE TO CIVIL CLAIM**

Filed by: Ru Bing Shen also known as Rubing Shen (the "Defendant")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant's Response to Facts**

1. The facts alleged in ~~paragraphs 3 (in part), 4 and 6~~ of Part 1 of the amended Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 2, 3 ~~(in part)~~, 5, 6, and 7 through 11, and 13 through 16 of Part 1 of the amended Notice of Civil Claim are denied.
3. The facts alleged in paragraph 1 of Part 1 of the amended Notice of Civil Claim are outside the knowledge of the Defendant. However, the Plaintiff is thought to be a lender of money at rates higher than that permitted under section 347 of the Criminal Code of Canada.

## **Division 2 – Defendants' Version of Facts**

1. The Response to Civil Claim is filed on behalf of the Defendant. Except as expressly admitted herein, the Defendants denies each and every allegation of fact in the amended Notice of Civil Claim ("NOCC") and puts the Plaintiff to the proof thereof.
2. With respect to paragraph 2 of the NOCC, Jiang Bo Zhang does not reside at 4068 West 17th Avenue, Vancouver, B.C.
3. As for paragraph 3 of the NOCC, while the Defendant was formerly a businessman, she is currently a homemaker. She does not now reside at 4068 West 17th Avenue, Vancouver, B.C. as the Plaintiff together with various associates of his attended at this residence on May 29, 2015 seeking money and intimidating the Defendant, forcing her to flee the residence.
4. In response to paragraph 5 of the NOCC, Jiang Bo Zhang never had any authority to act as agent for the Defendant, nor was there ever any reasonable basis for this belief, assuming that Jiang Bo Zhang even ever expressed to the Plaintiff that he was acting as an agent for the Defendant.
5. In answer to paragraphs 7, 8, 9 and 10 of the NOCC, the Defendant never met with the Plaintiff (prior to May 29, 2015), never borrowed money from him, never agreed to secure any loan against her property, never agreed to repay money to him, and never discussed construction or renovation of her property with the Plaintiff, nor has she discussed the purchase of materials relating to construction or renovation of her property. In any event, if there were any funds forwarded to Jiang Bo Zhang, the fact of which is beyond the knowledge of the Defendant, these funds would have been forwarded to Jiang Bo Zhang for the purposes of gambling, not for any matters relating to home renovations or other property related purposes.
6. As for paragraph 11 of the NOCC, the document referred to is a forgery. The document is unwitnessed, there is no charging provision, does not set out a date for repayment of any alleged loan in any event and, on its face, was not entered into on November 26, 2014.

7. In reply to paragraph 13 of the NOCC, the Defendant never received any demand for repayment of any loan from the Plaintiff, until the Plaintiff visited the Defendant's residence on May 29, 2015 to intimidate and threaten the Defendant.

### **Division 3 – Additional Facts**

1. The Defendant has been living separate and apart from Jiang Bo Zhang since February 8, 2014.

2. The Defendant has filed a Notice of Family Claim in the Vancouver Registry of this Honourable Court on March 27, 2015 seeking a divorce from Jiang Bo Zhang. The Notice of Family Claim was served upon Jiang Bo Zhang on March 27, 2015.

3. The Defendant and Jiang Bo Zhang entered into a Separation Agreement on March 27, 2015 whereby, for good and valuable consideration, past and present, Jiang Bo Zhang waived any claim in the residence to the Defendant. In any event, for various reasons, Jiang Bo Zhang was not entitled to any interest in the property.

4. The Defendant and Jiang Bo Zhang were divorced by an order of this Honourable Court on July 6, 2015 by way of order pronounced June 5, 2015.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendant does not consent to the granting of the relief sought in any of the paragraphs of the amended Notice of Civil Claim.

2. The Defendant opposes the granting of the relief sought in all of the paragraphs of the amended Notice of Civil Claim.

3. The Defendant takes no position on the granting of the relief sought in none of the paragraphs of the amended Notice of Civil Claim.

4. The Defendant seeks an order dismissing the claim against her, with costs, including costs on a special or increased basis.



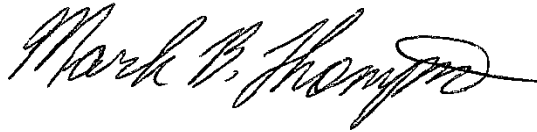
### Part 3: LEGAL BASIS

1. There never was a contract, agreement or trust relationship between the Defendant and the Plaintiff.
2. Given that there never was any contract or agreement or trust relationship between the Defendant and the Plaintiff, the placing of the Certificate of Pending Litigation against the Defendant's property is being done to extract a settlement from the Defendant and, accordingly, the Certificate of Pending Litigation has been filed for an unlawful and improper purpose.
3. Assuming that the Plaintiff's position is that a conveyance took place on March 27, 2015, such a conveyance occurred more than sixty days after the Plaintiff has plead the provisions of the *Fraudulent Preference Act*. Furthermore, there was no "disposition of property" as contemplated in the *Fraudulent Preference Act*.
4. As for the Plaintiff's claim that a "fraudulent conveyance" pursuant to the *Fraudulent Conveyance Act* has occurred, there never was a conveyance, or other disposition as contemplated under section 1 of the *Fraudulent Conveyance Act*. Furthermore, the Plaintiff was never a person whose rights were disturbed, hindered, delayed or defrauded by any dealings with the residence.
5. Alternatively, in the event that there was such a disposition and in the event that the Plaintiff was a person whose rights were disturbed, hindered, delayed or defrauded, which is not admitted but denied, the disposition was done for good consideration and for good faith and without any notice or knowledge of any collusion or fraud on the part of the Defendant.
6. Additionally, the Plaintiff has no standing to make a claim of trust based on an unregistered interest in property, nor to attack the separation agreement between the Defendants as being fraudulent or on any grounds.

Defendant's address for service: c/o MARK B. THOMPSON  
Barrister & Solicitor  
#300-5900 No. 3 Road  
Richmond, B.C. V6X 3P7

Fax number address for service: 604-677-6124

Email address for service: markthompsonlaw@gmail.com



Date: ~~May 4, 2015~~ September 15, 2015

Signature of Lawyer for the Defendant,  
Ru Bing Shen

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



This is the 1<sup>st</sup> Affidavit of Paul King Jin  
in this case and was made  
on September 23, 2015

No. S152698  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

DEFENDANTS

**AFFIDAVIT**

I, Paul King Jin, businessman, of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Plaintiff in this legal action, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. I make this Affidavit in support of my Application Response to be filed on September 23, 2015.
3. I have reviewed the 1<sup>st</sup> Affidavit of Ru Bing Shen filed August 28, 2015 and take issue with some of the statements included therein. Where unstated, references to paragraph numbers in this Affidavit refer to the 1<sup>st</sup> Affidavit of Ru Bing Shen.
4. I am in the business of private lending. I met Jiang Bo Zhang through a mutual friend named Zhen Shan Shi.
5. I am fluent in the Chinese language. My English language ability is limited, although I know enough to participate in simple everyday conversations.
6. In early November 2014, Jiang Bo Zhang contacted me by phone and booked a meeting with me at my office located at 4411 No. 3 Road, Richmond, British Columbia, V6X 2C3.
7. I met Jiang Bo Zhang at my office. At that meeting, Jiang Bo Zhang stated:
  - a. He and his wife, Ru Bing Shen, owed significant amounts of debt to several people.
  - b. He and Ru Bing Shen wanted to repay those debts by renovating and selling their house located at 4068 West 17<sup>th</sup> Avenue, Vancouver, British Columbia, V6S 1A6 (the "House").
  - c. He and Ru Bing Shen would be able to repay me out of the proceeds of the sale of the House.

8. Jiang Bo Zhang further advised that the House belonged to him and Ru Bing Shen jointly.
9. I agreed to Jiang Bo Zhang's request on the condition that he and Ru Bing Shen sign and return a promissory note pledging the House as collateral security.
10. On November 16, 2014, Jiang Bo Zhang sent me a text message, asking me to provide him with \$200,000 CAD. On that same day, he attended my office, and I provided him with \$200,000 CAD in cash. At that meeting, Jiang Bo Zhang, Xiao Qi Wei, who was my wife, and I were present.
11. Attached hereto and marked as Exhibit "A" are some text messages exchanged between Jiang Bo Zhang and me.
12. The green speech bubbles were sent from my cell-phone, and the grey speech bubbles were received by my cell-phone from Jiang Bo Zhang's cell-phone.
13. The entries under "November 16 Sunday Afternoon 10:43" consist of:
  - a. A green speech bubble stating: "twenty".
  - b. A grey speech bubble stating: "received".
14. I note that "twenty" above refers to \$200,000 CAD. The numeral two hundred thousand is expressed in Chinese as *er shi wan*. *Er shi* means twenty, and *wan* means ten thousand.
15. On November 26, 2015, Jiang Bo Zhang sent me a text message, asking me to provide him with \$100,000 CAD.
16. Attached hereto and marked as Exhibit "B" are some text messages exchanged between Jiang Bo Zhang and me.
17. The entries under "November 26 Wednesday Afternoon 4:46" include:
  - a. A grey speech bubble stating: "Hello, Brother Bao! Do you still have counters? A friend has come. Tonight, I want to take ten."
  - b. A grey speech bubble stating: "Okay, my wife will contact you."
18. I note that "Brother Bao" above refers to me.
19. At the time, I was in China. For that reason, I asked Jiang Bo Zhang to contact my wife. A short while later, Jiang Bo Zhang contacted me by phone and said that he would like to borrow \$205,000 instead. I told him that I would lend him and Ru Bing Shen the money, but he and Ru Bing Shen must sign the promissory note beforehand. Jiang Bo Zhang agreed.
20. I contacted my wife and asked her to create a promissory note on the basis of old precedents, obtain the signatures of Jiang Bo Zhang and Ru Bing Shen on the promissory note, and provide Jiang Bo Zhang and Ru Bing Shen with \$205,000 in cash.

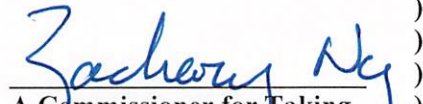
21. I was later advised by my wife, and verily believe, that Jiang Bo Zhang attended my office that day, that my wife provided him with a promissory note setting out Jiang Bo Zhang and Ru Bing Shen's indebtedness for \$405,000, that Jiang Bo Zhang signed the promissory note in her presence, that Jiang Bo Zhang left with the promissory note, that Jiang Bo Zhang returned within a few hours with the same promissory note as signed by him and Ru Bing Shen, and that she provided Jiang Bo Zhang with \$205,000 in cash upon being given the promissory note.
22. My wife provided me with the original signed promissory note. I confirm that the promissory note found in Exhibit "E" to the 1<sup>st</sup> Affidavit of Ru Bing Shen is a true copy of the original signed promissory note.
23. In response to paragraph 4, Ru Bing Shen had met me prior to May 29, 2015. In December 2014, several days before Christmas, I ran into Jiang Bo Zhang, Ru Bing Shen, Fu Xing Wu, and Cui Li at Sea Harbour Seafood Restaurant located at 8888 River Rd #150, Richmond, British Columbia, V6X 0E1. Fu Xing Wu and Cui Li were also clients of my private lending business.
24. At the time, Jiang Bo Zhang, Ru Bing Shen, Fu Xing Wu, and Cui Li were having dinner together. I approached and greeted Jiang Bo Zhang. Jiang Bo Zhang greeted me back. Then, I asked him when he could repay the loan. Jiang Bo Zhang said that he and Ru Bing Shen could sell the House very soon and repay the loan out of the proceeds of sale. Jiang Bo Zhang further stated that he and Ru Bing Shen planned to purchase an apartment in Burnaby, British Columbia, after repaying their other creditors and me.
25. I noticed that Ru Bing Shen was listening to the conversation between Jiang Bo Zhang and me intently throughout, but made no comment. I also greeted Fu Xing Wu and Cui Li, before leaving.
26. In response to paragraph 10, as a private lender, I sometimes resort to court proceedings to collect debt owed to me by my clients. I do not believe that these other court proceedings are relevant to this proceeding.
27. In response to paragraph 13, on May 29, 2015, I attended the House with Xiao Qi Wei and my driver, Shan Hua, in a white Toyota Siena 2013.
28. Xiao Qi Wei and I approached the front entrance of the House. Ru Bing Shen opened the door. I introduced myself and asked where Jiang Bo Zhang was. Ru Bing Shen said that he was in China. I asked Ru Bing Shen when she and Jiang Bo Zhang would sell the House and repay the loan. Ru Bing Shen said I should speak with Jiang Bo Zhang. I said that Ru Bing Shen should contact me, if she was contacted by Jiang Bo Zhang. Then, I left with Xiao Qi Wei and Shan Hua.
29. Throughout, Shan Hua was smoking by the side of the road. As far as I could see, Xiao Qi Wei, Shan Hua, and I were the only persons near the House. I disagree with Ru Bing Shen's assertion that there were "five men waiting outside, all with shaved heads".
30. I further disagree that Ru Bing Shen said that she was divorced from Jiang Bo Zhang. She did not mention that to me. I further disagree that I said that Jiang Bo Zhang owed me money for gambling debts. I further disagree that I said that I would return whenever I wanted.
31. I further disagree that Ru Bing Shen said that Jiang Bo Zhang had not lived in the House since 2014. On December 27, 2014, Jiang Bo Zhang and I agreed to have dinner. I drove up to the

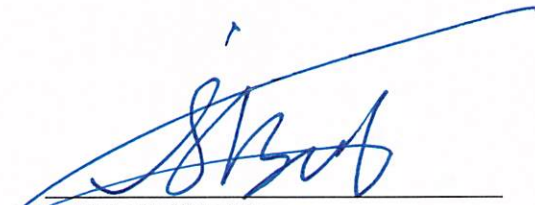
House to pick up Jiang Bo Zhang. I observed Jiang Bo Zhang leaving the House by the front entrance.

32. In response to paragraph 14, I will not respond to Ru Bing Shen's allegation regarding the Water Club, as it is not relevant. I am involved in lending money to people for various purposes. I am not involved in lending money at criminal rates of interest.
33. Roughly one month after May 29, 2015, I attended the House again with Xiao Qi Wei. We talked with Ru Bing Shen at the front entrance of the House. Ru Bing Shen advised that Jiang Bo Zhang was still in China. She said that one of Jiang Bo Zhang's debtors in China was in the process of returning money to him. She said that she and Jiang Bo Zhang would repay me, as soon as that debtor has repaid Jiang Bo Zhang. She acknowledged that she and Jiang Bo Zhang owed debt to me, and stated that they would not renege on their debts, because they were honourable people.
34. I accepted this explanation, as Jiang Bo Zhang had stated the same to me before.
35. Attached hereto and marked as Exhibit "C" are some text messages exchanged between Jiang Bo Zhang and me.
36. The entries under "January 31 Saturday Afternoon 12:02" include:
  - a. A grey speech bubble stating: "Received, Brother Bao. When Old Shi comes next week, we will all meet. In China, 8,000,000 *yuan*, which I lent to another person, is being executed by the court. When it comes into position, I will repay you. Please excuse me for taking so long. Thank you."
37. During that meeting, Ru Bing Shen did not mention that she was divorcing Jiang Bo Zhang.
38. Regarding Ru Bing Shen's assertion that she and Jiang Bo Zhang separated in 2014, I note that Jiang Bo Zhang's departure from Vancouver, British Columbia was closely timed with the making of the Separation Agreement found in Exhibit "A" of the 1<sup>st</sup> Affidavit of Ru Bing Shen. The Separation Agreement is dated March 27, 2015.
39. Attached hereto and marked as Exhibit "D" are some text messages exchanged by Jiang Bo Zhang and me.
40. The entry under "March 5 Thursday Afternoon 10:22" consists of:
  - a. A green speech bubble stating: "Manager Zhang, return call."
41. I note that "Manager Zhang" above refers to Jiang Bo Zhang.
42. The entry under "March 6 Friday Morning 11:33" consists of:
  - a. A green speech bubble stating: "When will you arrive at Watercube?"
43. The entries under "March 13 Friday Morning 10:04" consist of:
  - a. A green speech bubble stating: "Have you returned yet? How was the U.S.?"

50. I have been unable to contact Jiang Bo Zhang since, notwithstanding several attempts. I do not even know whether he is in China or Canada.

SWORN BEFORE ME at )  
Vancouver, British Columbia )  
on this 23 day of September, )  
2015 )

  
A Commissioner for Taking )  
Affidavits in British Columbia )  
ZACHARY CHUNG )  
4438 West 10<sup>th</sup> Ave., Suite 913 )  
Vancouver, B.C. V6R 4R8 )  
Tel: 778-386-0001 )  
Fax: 604-608-3826 )

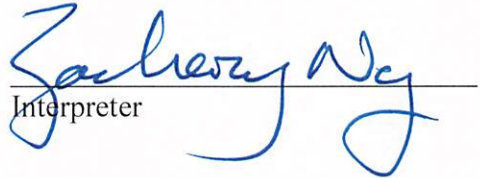
  
\_\_\_\_\_  
PAUL KING JIN

### Endorsement of Interpreter

I, Zachary Chun Ng, of 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8, certify:

1. That I have knowledge of the English and Mandarin languages, and I am competent to interpret from one to the other.
2. That I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. That before the Affidavit on which this endorsement is made was sworn by the deponent, I correctly interpreted it for the deponent from the English language into the Mandarin language, and the deponent appeared to fully understand the contents.

Dated: September 23, 2015

  
Interpreter



短信/彩信

11月16日 周日 下午10:43

This is Exhibit "A" referred to in the  
Affidavit of PAUL KING JIN  
sworn (or affirmed) before me at  
VANCOUVER, B.C.  
this 23 day of SEPTEMBER 2015.  
Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

20个

收到

11月25日 周二 上午8:01

哥们时间到了谢谢关照

11月25日 周二 下午12:19

收到，宝哥，晚些时候给  
您，谢谢

好的张总

11月26日 周三 下午4:46

宝哥好！还有码吗？我来了  
朋友，晚上想拿10个。



短信/彩信

发送

好的张总

11月26日 周三 下午4:46

宝哥好！还有码吗？我来了朋友，晚上想拿10个。

好的，我老婆联系您

我们在吃饭，让嫂子发信息给我，谢谢

This is Exhibit "B" referred to in the  
Affidavit of PAUL KING JIN  
sworn (or affirmed) before me at  
VAN COUVER, B.C.  
this 23 day of SEPTEMBER, 2015.  
Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

12月5日 周五 上午1:38

张总明天方便吗？请您吃饭

12月5日 周五 下午12:14

宝哥好！礼拜六晚上我在海港请美国来的一帮朋友吃饭，改天我请您，谢谢！



短信/彩信

发送



1月31日 周六 下午12:02

收到宝哥，老史下个礼拜  
过来我们一起见面。

国内别人借我的800万款，  
法院在执行，到位好马上  
还您，这么长时间不好意思，谢谢！

no subject

This is Exhibit "C" referred to in the  
Affidavit of PAUL KIANG JIN  
sworn (or affirmed) before me at  
VANCOUVER, B.C.  
this 22 day of SEPTEMBER 2015.

Paul Kiang Jin  
A Commissioner/Notary Public for the  
Province of British Columbia

利率计算；2、三被告对上述债务的清偿承担连带责任；3、

本案诉讼费由三被告承担。本院受理后，于2014年2月19  
日公开开庭审理了本案。本案在本院审理过程中，经各方协  
商一致，自愿达成如下调解协议：

一、白鹅公司、刘晓国、李志强支付给张江波借款本金  
¥717.92万元整（人民币柒佰壹拾柒万玖仟贰佰元）及相应  
利息了结各方之间的民间借贷纠纷。应付的利息计算标准  
为：以717.92万元为基数，2013年9月10日至2013年10  
月30日期间为中国人民银行同期贷款利率的四倍，2013年  
10月30日后至付款结清之日期间为中国人民银行同期贷款  
利息；

二、白鹅公司、刘晓国、李志强自协议签订后于二〇一  
四年七月十五日前先付张江波¥60万元整（人民币陆拾万元  
整）；张江波同意在该六十万元到账后解除对白鹅公司、刘  
晓国、李志强账号的查封及刘晓国名下车辆的查封；

三、剩余款项由白鹅公司、刘晓国、李志强至二〇一四  
年十一月三十日前支付完毕；

四、如果白鹅公司、刘晓国、李志强逾期支付上述款项，  
则应向张江波支付逾期付款违约金，计算标准为中国人民银  
行同期贷款利率的四倍，计算起始日期为二〇一四年六月三  
十日；



短信/彩信

发送

< 信息

张江波河南

详细信息



3月5日 周四 下午10:22

张总回个电话

This is Exhibit "D" referred to in the  
Affidavit of ~~SWORN~~ PAUL KING JIN  
sworn (or affirmed) before me at

VANCOUVER, B.C.  
this 23 day of SEPTEMBER 2015.

Zachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

3月5日 周五 上午11:33

几点到水立方?

3月13日 周五 上午10:04

回来了吗? 美国怎样?

还在拉斯, 一般般, 可能  
晚上或明天回去

Ok, 赢了就走保重

谢谢宝哥, 知道了

4月2日 周四 上午7:03



短信/彩信

发送



< 信息

张江波河南

详细信息

怎样了张总?

4月4日 周六 上午10:35

请回个电话

4月6日 周一 下午2:07

?

4月6日 周一 下午6:06

张总，不好意思我找律师  
先压住你的房子了，请跟  
我联系

4月8日 周三 上午6:12

宝哥您好！当您收到这封信的时候我已离开了温哥华，短时间内可能无法再联系，很抱歉也很无奈，告诉您一声敬请谅解！我



短信/彩信

发送



**FORM 109  
(RULE 22-2(2) AND (7))**

Affidavit #1 of Ru Bing Shen  
sworn August 21, 2015

No. S152698  
Vancouver Registry

***In the Supreme Court of British Columbia***

Between

PAUL KING JIN

Plaintiff

And

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

Defendants

**A F F I D A V I T**

I, Ru Bing Shen, Homemaker c/o #300-5900 No. 3 Road, Richmond, B.C.  
V6X 3P7 MAKE OATH AND SAY:

1. I am a Defendant in this action and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be made on the best of my information and belief and whereso stated I do verily believe them to be true.
2. I swear this affidavit in support of my application for judgment after a summary trial or, alternatively, that a Certificate of Pending Litigation registered as CA4317948 be discharged upon my posting of security in the sum of \$1.00 or, alternatively, that the Plaintiff provide an undertaking as to damages and security in the amount of \$405,000 for the Certificate of Pending Litigation to remain on title to my property. The lands in question are located at 4068 West 17th Avenue, Vancouver, B.C., P.I.D. 011-431-318, Lot 14 of lot 1 Block 44 District Lot 139 Plan 4673 (the "Residence").

3. The Plaintiff commenced the within action on March 31, 2015 and registered the Certificate of Pending Litigation against the Residence on April 2, 2015. The Notice of Civil Claim was never served upon me and I learned about the matter only when the land title office mailed a copy of the claim to me.
4. Until May 29, 2015, I had never met the Plaintiff, I had never had any dealings with him, I have never hired him to do renovations on my residence, nor have I hired him to do any kind of construction anywhere. I have never borrowed any money from the Plaintiff, let alone \$405,000. I have never received any funds from the Plaintiff ever and certainly not between November 26, 2014 and March 6, 2015.
5. I was previously married to the other defendant, Jiang Bo Zhang ("Zhang") and I separated from him in February, 2014. We are now divorced. We have three children together, two of whom are minors.
6. Zhang was never on title to the Residence. Now shown to me and attached as Exhibit "A" is a true copy of a redacted version of our separation agreement. Now shown to me and attached as Exhibit "B" to this my affidavit is a true copy of the divorce order between us. Now shown to me and attached as Exhibit "C" to this my affidavit is a true copy of the Certificate of Divorce.
7. Now shown to me and attached as Exhibit "D" to this my affidavit is a true copy of a title search conducted against the Residence.
8. As part of the exchange of documents in this matter, the Plaintiff's lawyer provided what is supposedly a receipt, a true copy of which is now shown to me and attached as Exhibit "E" to this my affidavit together with a translation. I did not sign this document. If the other signature on the document is, in fact, that of my ex-husband, I did not instruct him to sign on my behalf or otherwise acknowledge that I borrowed or owed the Plaintiff any money. I reiterate that never received any money ever from the Plaintiff, I never instructed him to do work on the Residence and he never did so.
9. Notably, the List of Documents supplied by the Plaintiff does not list any kind of records of payments made to me, no receipts for the purchase of renovation materials, nor anything, other than the forged, unwitnessed receipt, that I have ever borrowed money from the Plaintiff.

10. My lawyer informs me and I do believe that Paul Jin is involved, as a Plaintiff, in various other legal proceedings similar to mine. Now shown to me and attached as Exhibit "F" to this my affidavit is a true copy of an affidavit filed in file S152698. A true copy of an order pronounced in file S152698 on July 7, 2015 is now shown to me and attached as Exhibit "G" to this my affidavit. I am advised by my lawyer and do believe that he will be filing the transcript from the hearing at the hearing of this application possibly together with one or two affidavits of the Plaintiff from file S152698.
11. I was living in Vancouver for about six years, most of the time at the Residence with my children. I have two minor children, one of whom has just finished high school in Vancouver, the other is an infant. My middle child is going to be going to university outside of British Columbia.
12. Since my husband and I have separated, I have been planning to leave Vancouver once my middle child left for university, which she had been planning to do for over a year. I have little family support in Vancouver and my plan, upon my middle child finishing high school, had been to sell the Residence and move to a cheaper residence, outside of British Columbia where I would have family and other support.
13. The events of May 29, 2015 have reinforced my intention to move. In fact, I am now afraid to reside in the Residence. On that day, as I was bringing my child home from school, I noticed five men waiting outside, all with shaved heads. (Four of the men looked Chinese to me, the other appeared to be Caucasian.) I told my child to rush inside. The person who appeared to be the boss of the crew identified himself as Paul Jin. (We spoke in Chinese.) He advised me that he was looking for my ex-husband. I advised him that I was divorced from my husband and that he had not lived in the Residence since 2014. I also told him that I did not know where my ex-husband was. Paul Jin then advised me that my ex-husband owed him money for gambling debts. I asked for some proof of this but he did not provide any. Paul Jin then told me that he would return whenever he wished.
14. Because of what I perceived as the very real threats made against me and the security of my family by Mr. Jin, I cannot return to live in the Residence. This is also because I fear what Mr. Jin could do to me or to my family. He knows enough about me and family that I am very fearful to return. Also, I have now learned that Mr. Jin is involved in lending money to people whom he meets at casinos at criminal rates of



interest and the City of Richmond has reported that Paul Jin has been involved as a manager of a "massage parlour" whose licence was revoked. A true copy of a newspaper report concerning Paul Jin is now shown to me and attached as Exhibit "H" to this my affidavit. This appears to be based on special sitting of a City of Richmond resolution from December, 2011, a true copy of which is now shown to me and attached as Exhibit "I" to this my affidavit.

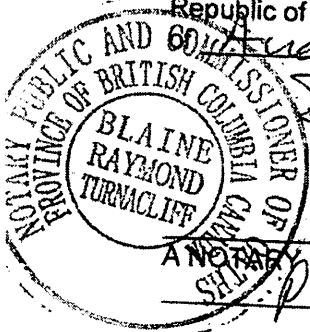
15. I have now listed the Residence for sale. However, obviously, it cannot be sold while the Certificate of Pending Litigation is registered against title to the property.

16. My inability to sell the Residence causes me great hardship and inconvenience. I have no reason to continue to reside in the property, I am afraid to live in the Residence and I have long been intending to sell the Residence. I was intending to move prior to this action being started in any case. My middle child is leaving British Columbia and I would like to have family support around me to assist with my youngest child. Furthermore, if the sale of the Residence is delayed because of the Plaintiff's spurious filing of the Certificate of Pending Litigation, I could lose out on the extremely current high real estate prices. For instance, even a drop of 15% in prices could cause a decrease in value of \$400,000 to the Residence.

17. I am concerned that an undertaking from the Plaintiff as to damages is inadequate to protect my financial stake in my residence. What I know about the Plaintiff is that he likely would not have legitimate funds to make good on such an undertaking. He apparently "lends" large sums money at high rates of interest without taking mortgages for home improvement projects to people without using cheques or other paper trails. He and his crew visit people with infant children in order to intimate them into paying money to him. A business managed by him was shut down by the City of Richmond apparently because of serious bylaw infractions.

18. Therefore, I ask that the action of the Plaintiff be dismissed, with costs of some fashion to me. Alternatively, I would seek an order releasing the registration of the Certificate of Pending Litigation or that the Plaintiff provide an undertaking as to damages, matched by an order to post security for its continued registration.

SWORN BEFORE ME at the City  
of Shanghai in the People's  
Republic of China, this 21 day  
August, 2015



A NOTARY PUBLIC IN AND FOR THE  
Province of British Columbia

Ru Bing Shen  
Ru Bing Shen

Blaine Turna Cliff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050

**ENDORSEMENT BY INTERPRETER**

1. Huang Shu Yuan of Shanghai certify that:

1. I have a knowledge of the English and Chinese (Mandarin) languages and I am competent to interpret from one to the other.
2. I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. Before the affidavit on which this endorsement appears was made by the deponent I correctly interpreted it for the deponent from the English language into the Mandarin language and the deponent appeared to fully understand the contents.

Dated: August 21, 2015

Huang Shu Yuan  
Interpreter

Huang Shu Yuan

THIS AGREEMENT made this 27 day of March, 2015.

BETWEEN:

RU BING SHEN

(hereinafter called "Shen")

This is Exhibit "A" to the affidavit of Ru Bing Shen sworn before me on the 27 day of August, 2015 at the City of Shanghai in the P.R. of China

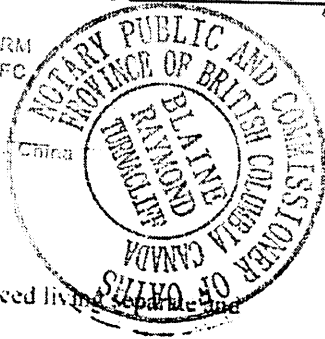
AND:

JIANG BO ZHANG

(hereinafter called "Zhang")

A Notary Public in and for Province BC

Blaine Turncliff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No. 8 Century Ave.  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050



WHEREAS:

A. Shen and Zhang were married on March 20, 1993 and commenced living separately apart on February 8, 2014.

F. The parties enter into this agreement to record their ongoing obligations to the Children as well as to define their rights and obligations with respect to the Children.

NOW THEREFORE WITNESS that in consideration of the premises, mutual covenants and obligations contained in this Agreement the parties agree with one another as follows:

GENERAL WARRANTIES AND REPRESENTATIONS

1. The parties agree that the warranties and representations set out above are true and accurate.

*[Handwritten signature]*

ASSETS AND LIABILITIES

7. Each party will retain those assets in his or her own possession.
8. Without restricting the generality of the foregoing, Shen will be entitled to retain and hold the residence located at 4048 West 17th Avenue, Vancouver, B.C. legally known as Lot 14 Block 44 Plan VAP4673 District Lot 38 of Lot 1 free and clear of any claim or interest of or by Zhang.
9. Each party will be responsible for those debts and other liabilities in his or her own name.

*Mind*  
*(2)*

-3-

GENERAL

10. The parties acknowledge that they are free to seek independent legal advice with respect to the execution and effect of this agreement and to obtain financial disclosure from the other party.
11. The parties are aware of their rights to have this document translated into the Chinese language. 双方明白各自有权利将这份文件翻译成中文

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED  
by RU BING SHEN  
in the presence of:

  
\_\_\_\_\_  
RU BING SHEN

  
\_\_\_\_\_  
JIANG BO ZHANG

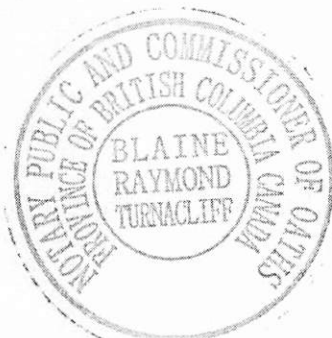
SUPREME COURT  
OF  
BRITISH COLUMBIA

SEAL

05-Jun-15

Vancouver

REGISTRY



FORM F52  
(RULE 15-1(1))

Blaine Turnaclyff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave.  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050

-9-

No. E150826  
Vancouver Registry

*In the Supreme Court of British Columbia*

Claimant:

Ru Bing Shen

This is Exhibit "B" to the affidavit of Ru Bing Shen  
sworn before me on the 21 day of August, 2015

Respondent:

Jiang Bo Zhang

at the City of Shanghai; in the P.R. of China

FINAL ORDER

A Notary Public in and for Province of BC

BEFORE ) A JUDGE OF THE COURT ) 05/JUNE/2015

This family law case coming on as an undefended family law case without an oral hearing under Rule 10-10 of the *Supreme Court Family Rules*; and on considering the evidence put forward;

THIS COURT ORDERS that:

1. subject to section 12 of the *Divorce Act* (Canada), the Claimant, Ru Bing Shen, and the Respondent, Jiang Bo Zhang, who were married at ~~Shanghai, China~~ China on March 20, 1993, are divorced from each other, the divorce to take effect on the 31st day after the date of this order.

2. The marriage certificate filed as Exhibit "A" to the affidavit of Ching Kwok sworn March 26, 2015 be returned to the Claimant thirty-one days after the pronouncement of any order for divorce herein.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT

Signature of Mark B. Thompson  
lawyer for Ru Bing Shen

Digitally signed by  
Gropper, J

By the Court

Digitally signed by Berg,  
Melani

Registrar

Checked by MB

No: S-E-150826

Registry: Vancouver Law Courts



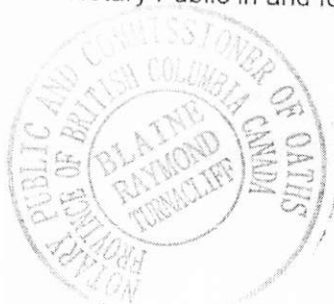
In the Supreme Court of British Columbia

## Certificate of Divorce

This is Exhibit "C" to the affidavit of Ru Bing Shen sworn before me on the 26 day of August, 2015 at the City of Shanghai in the P.R. of China

A Notary Public in and for

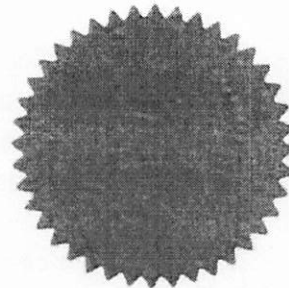
British Columbia



Blaine Turna Cliff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050

This is to certify that Ru Bing SHEN and Jiang Bo ZHANG who were married at [REDACTED] on March 20, 1993 were divorced under the Divorce Act (Canada) by an order of this Court which took effect and dissolved the marriage on July 6, 2015.

Given under my hand and the Seal of this Court  
July 10, 2015



  
REGISTRAR

-11-

**TITLE SEARCH PRINT**

File Reference: Shen

Declared Value \$1320000

2015-08-07, 13:30:00

Requestor: Mark Thompson

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District**  
Land Title Office

VANCOUVER  
VANCOUVER

**Title Number**  
From Title Number

CA1061473  
BA468686

This is Exhibit "D" to the affidavit of Ru Bing Shen  
sworn before me on the 21 day of August, 2015  
at the City of Shanghai in the P.R. of China

**Application Received**

2009-03-17 A Notary Public in and for Province of BC

**Application Entered**

2009-03-20

Blaine Turnacli  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. China  
66 21 6051-3050

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address:

RU BING SHEN, BUSINESSWOMAN  
4068 WEST 17TH AVENUE  
VANCOUVER, BC  
V6S 1A6

**Taxation Authority**

CITY OF VANCOUVER

**Description of Land**

Parcel Identifier:

011-431-318

Legal Description:

LOT 14 OF LOT 1 BLOCK 44 DISTRICT LOT 139 PLAN 4673

**Legal Notations**

NONE

**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA3821399

Registration Date and Time:

2014-07-04 09:02

Registered Owner:

CANADIAN IMPERIAL BANK OF COMMERCE

Nature:

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CA4317948

Registration Date and Time:

2015-04-02 08:14

Registered Owner:

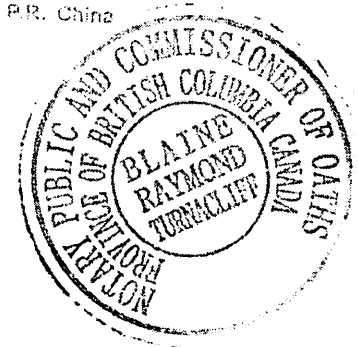
PAUL KING JIN

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE





-12-

**TITLE SEARCH PRINT**

File Reference: Shen

Declared Value \$1320000

2015-08-07, 13:30:00

Requestor: Mark Thompson

**Pending Applications**

NONE

Promissory Note

JIANG BO ZHANG and RU BING SHEN borrowed totally four hundred and five thousand from PAUL KING JIN from November 26, 2014 to March 6, 2015, on pledge of a home located at 4068 WEST 17<sup>TH</sup> AVE, VANCOUVER, B.C. V6S 1A6 as collateral security. The said borrowings are for the purchase of materials and indoor and outdoor decoration.

[The original English text is omitted]

This note is hereby signed as evidence.

Borrower: [Signature] [Signature]

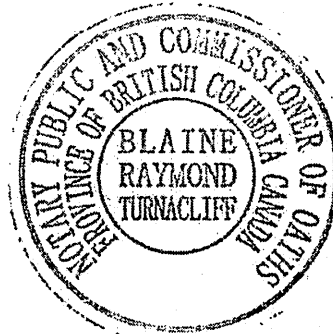
March 6, 2015

[End of Translation]

This is Exhibit "E" to the affidavit of Ru Bing Shen sworn before me on the 21 day of August, 2015 at the City of Shanghai in the P.R. of China

A Notary Public in and for Province of BC

Blaine Turnaciff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave.  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050

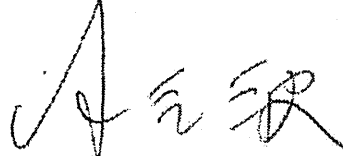
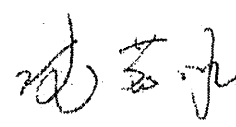


## 借据

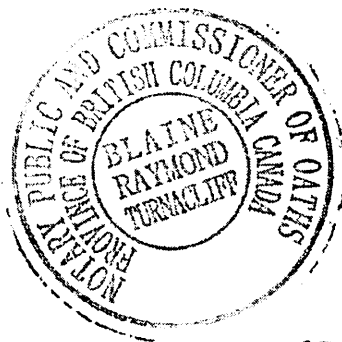
JIANG BO ZHANG 和 RU BING SHEN 于 2014 年 11 月 26 日至 2015 年 3 月 6 日, 共借 PAUL KING JIN 加币 40 万 5 千元整, 并将地址 4068 WEST 17TH AVE, VANCOUVER, B.C. V6S 1A6 的一处房子作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人:  

2015 年 3 月 6 日



This is the 1<sup>st</sup> Affidavit  
of Cathie Carmichael in this case  
and was made on June 25, 2015

Blaine Turnaciff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No. 8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6861-3050

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

This is Exhibit "F" to the affidavit of Ru Bing Shen  
sworn before me on the 21 day of August, 2015

XIAO QI WEI at the City of Shanghai in the P.R. of China

AND:

A Notary Public in and for Province of BC PLAINTIFF

HUA FENG & CHENG LI

DEFENDANT

AFFIDAVIT

I, Cathie Carmichael, of #2900 - 550 Burrard Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY:

1. I am a legal administrative assistant with the firm of Fasken Martineau DuMoulin LLP, solicitors for the Defendant Cheng Li, and as such I have personal knowledge of the matters deposed to in this affidavit, save where stated to be on information and belief and where so stated I verily believe such matters to be true.
2. Attached as Exhibit "A" is a Notice of Civil Claim in British Columbia Supreme Court Action No. S152698, Vancouver Registry: *Paul King Jin v Jiang Bo Zhang & Ru Bing Shen*, filed March 31, 2015 by Zachary Chun Ng, lawyer for the Plaintiff, and a Response to Civil Claim of Ru Bing Shen filed May 4, 2015 by Mark Thompson, lawyer for the Defendant.
3. Attached as Exhibit "B" is a Notice of Civil Claim in British Columbia Supreme Court Action No. S154010, Vancouver Registry: *Paul King Jin v Yi Tong Xu & Hai Yan Liu*, filed May



SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

MAR 31 2015

BETWEEN:

This is Exhibit A referred to in the  
affidavit of C. Carmichael  
made before me on this 25  
day of JUNE 2015

A Commissioner for taking

IN THE SUPREME COURT OF BRITISH COLUMBIA

S-152898

No.                       
Vancouver Registry

PAUL KING JIN

PLAINTIFF

AND:

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

DEFENDANTS

### NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court  
within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

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21 422 S152698

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-  
named registry of this court within the time for response to civil claim described below,  
and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and  
on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil  
claim within the time for response to civil claim described below.

### Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that  
service,

(b) if you were served with the notice of civil claim anywhere in the United States of America,  
within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that  
service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

**Claim of the Plaintiff**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Jiang Bo Zhang also known as Jiangbo Zhang, ("Jiang Bo Zhang") is a businessman and resides at 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6.
3. The Defendant, Ru Bing Shen also known as Rubing Shen, ("Ru Bing Shen") is a businesswoman and resides at 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6.
4. The Defendants, Jiang Bo Zhang and Ru Bing Shen, are husband and wife respectively.
5. At all material times, Ru Bing Shen was the registered owner of the property with a civic address of 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6 and legally described as:

PID: 011-431-318

LOT 14 BLOCK 44 PLAN VAP4673 DISTRICT LOT 139 NEW WESTMINSTER  
SUBSIDY LOT 1, LOT 14 OF 1 BLK 44 DL 139 PLN 4673

(the "Property")

6. On or about November 26, 2014, Paul King Jin loaned the amount of \$405,000 CAD (the "Loan") to Jiang Bo Zhang and Ru Bing Shen on the following terms:
  - a. Jiang Bo Zhang and Ru Bing Shen must return the Loan to Paul King Jin on or before March 6, 2015.
  - b. The Loan was to be secured by the Property.
  - c. Jiang Bo Zhang and Ru Bing Shen would use the Loan for the purposes of:
    - i. construction and renovation on the Property; and
    - ii. purchase of materials incidental thereto.
7. To date, although the full amount of the Loan has become due and owing since March 6, 2015, and Paul King Jin has made several requests to the Defendants for the return of the Loan, the Defendants have refused or neglected to do so.

**Part 2: RELIEF SOUGHT**

1. Certificates of Pending Litigation against the lands and premises known civically as 4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6 and legally described as:

PID: 011-431-318

LOT 14 BLOCK 44 PLAN VAP4673 DISTRICT LOT 139 NEW WESTMINSTER  
SUBSIDY LOT 1, LOT 14 OF 1 BLK 44 DL 139 PLN 4673

2. Judgment against the Defendants in the amount of \$405,000 CAD;
3. A declaration that the Defendant, Ru Bin Shen, hold the following lands in trust for the Plaintiff:  
4068 West 17<sup>th</sup> Ave., Vancouver, B.C., V6S 1A6;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust  
for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

**Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: March 26, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an  
action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists



(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



**FORM 2  
(RULE 3-3(1))**

No. S-152898  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff

And

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

Defendants

**RESPONSE TO CIVIL CLAIM**

Filed by: Ru Bing Shen also known as Rubing Shen (the "Defendant")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant's Response to Facts**

1. The facts alleged in paragraphs 3 (in part), 4 and 5 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 2, 3 (in part), 6, and 7 of Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraph 1 of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendant.

**Division 2 – Defendants' Version of Facts**

1. The Response to Civil Claim is filed on behalf of the Defendant. Except as expressly admitted herein, the Defendants deny each and every allegation of fact in the Notice of Civil Claim ("NOCC") and put the Plaintiff to the proof thereof.

-2-

2. With respect to paragraph 2 of the NOCC, Jiang Bo Zhang does not reside at 4068 West 17th Avenue, Vancouver, B.C.

3. As for paragraph 3 of the NOCC, while the Defendant was formerly a businessman, she is currently a homemaker. She does reside at 4068 West 17th Avenue, Vancouver, B.C.

4. In answer to paragraph 6 of the NOCC, the Defendant never met with the Plaintiff, never borrowed money from him, never agreed to secure any loan against her property, never agreed to repay money to him, and never discussed construction or renovation of her property with the Plaintiff, nor has she discussed the purchase of materials relating to construction or renovation of her property.

5. In reply to paragraph 7 of the NOCC, the Defendant never received any demand for repayment of any loan from the Plaintiff.

#### Division 3 – Additional Facts

1. The Defendant has been living separate and apart from Jiang Bo Zhang since February 8, 2014.

2. The Defendant has filed a Notice of Family Claim in the Vancouver Registry of this Honourable Court on March 27, 2015 seeking a divorce from Jiang Bo Zhang. The Notice of Family Claim was served upon Jiang Bo Zhang on March 27, 2015.

#### Part 2: RESPONSE TO RELIEF SOUGHT

1. The Defendant does not consent to the granting of the relief sought in any of the paragraphs of the Notice of Civil Claim.

2. The Defendant opposes the granting of the relief sought in all of the paragraphs of the Notice of Civil Claim.

3. The Defendant takes no position on the granting of the relief sought in none of the paragraphs of the Notice of Civil Claim.

4. The Defendant seeks an order dismissing the claim against her, with costs.

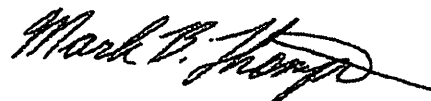
**Part 3: LEGAL BASIS**

1. There never was a contract, agreement or trust relationship between the Defendant and the Plaintiff.
2. Given that there never was any contract or agreement or trust relationship between the Defendant and the Plaintiff, the placing of the Certificate of Pending Litigation against the Defendant's property is being done to extract a settlement from the Defendant and, accordingly, the Certificate of Pending Litigation has been filed for an unlawful and improper purpose.

Defendant's address for service: c/o MARK B. THOMPSON  
Barrister & Solicitor  
#300-5900 No. 3 Road  
Richmond, B.C. V6X 3P7

Fax number address for service: 604-677-6124  
Email address for service: markthompsonlaw@gmail.com

Date: May 4, 2015



Signature of Lawyer for the Defendant,  
Ru Bing Shen

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

This is Exhibit "B" referred to in the

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY  
MAY 15 2015  
A Commissioner for taking  
IN THE SUPREME COURT OF BRITISH COLUMBIA

S-154010

No. \_\_\_\_\_  
Vancouver Registry

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

YI TONG XU also known as YITONG XU  
HAI YAN LIU also known as HAIYAN LIU

DEFENDANTS

### NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

15 MAY 15 1511819  
21422 S154010  
R165  
200.00

**Claim of the Plaintiff**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Yi-Tong Xu also known as Yitong Xu, ("Xu") is a contractor and resides at 4007 Dunbar St., Vancouver, B.C., V6S 2E5.
3. The Defendant, Hai Yan Liu also known as Haiyan Liu, ("Liu") is a teacher and resides at 4007 Dunbar St., Vancouver, B.C., V6S 2E5.
4. The Defendants Xu and Liu are husband and wife respectively.
5. At all material times, the Defendants were the registered owners of the residential property with a civic address of 4007 Dunbar St., Vancouver, B.C., V6S 2E5 and legally described as:

PID: 011-585-200

LOT 1 OF LOT 3 BLOCK 32 DISTRICT LOT 139 PLAN 4374

(the "Dunbar Property")

6. In or about February 2015, the Plaintiff met the Defendants through a mutual friend, Coco Li.
7. Coco Li introduced the Defendant Xu as the chairman of a merchants' association based in Nanjing, Jiangsu, People's Republic of China.
8. After their initial meeting, the Plaintiff kept in contact with the Defendants.
9. In or about April 2015, the Defendants advised the Plaintiff that they had lost a substantial amount of money in an investment in Jiangsu, People's Republic of China.
10. The Defendants stated to the Plaintiff that they had plans to renovate the Dunbar Property, but was unable to proceed due to their temporary cash flow problems; on that basis, the Defendants asked the Plaintiff for a short-term loan of money.
11. On or about April 18, 2015, the Plaintiff loaned the amount of \$250,000 CAD (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 25, 2015.
  - b. The Loan was to be secured by the Dunbar Property.
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the Dunbar Property; and
    - ii. purchase of materials incidental thereto.

- d. The Defendants must not make any attempts to dispose of their interests in the Dunbar Property, before the Loan was fully repaid.
12. In or about May 2015, the Plaintiff discovered that the Defendants were attempting to dispose of their interests in the Dunbar Property.
13. More particularly, in seeking more loans from other people, the Defendants were proposing to give mortgages, which would have the effect of defeating the Plaintiff's security in the Dunbar Property.

**Part 2: RELIEF SOUGHT**

1. Certificates of Pending Litigation against the residential property with a civic address of 4007 Dunbar St., Vancouver, B.C., V6S 2E5 and legally described as:

PID: 011-585-200

LOT 1 OF LOT 3 BLOCK 32 DISTRICT LOT 139 PLAN 4374

(the "Dunbar Property")

2. Judgment against the Defendants in the amount of \$250,000 CAD;
3. A declaration that the Defendants hold the Dunbar Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

**Part 3: LEGAL BASIS**

1. By attempting to dispose of their interests in the Dunbar Property, before the Loan has been repaid in full, the Defendants have breached the terms of the Loan.
2. *Supreme Court Civil Rules*.
3. The Law of Contract.
4. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor

4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

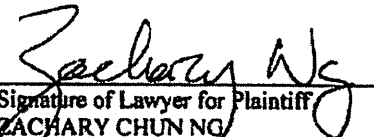
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 15, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

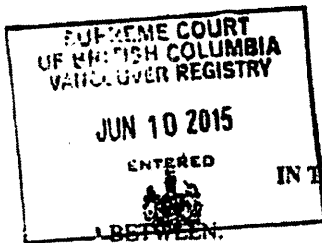
(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.





No. S-154010  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

PAUL KING JIN

PLAINTIFF

AND:

YI TONG XU also known as YITONG XU  
HAI YAN LIU also known as HAIYAN LIU

DEFENDANTS

**CONSENT ORDER**

BEFORE } <sup>REGISTRAR</sup> A JUDGE OF THE COURT } June 10, 2015

ON THE APPLICATION of the Defendant, Yi Tong Xu also known as Yitong Xu, and the Defendant, Hai Yan Liu also known as Haiyan Liu, without a hearing and by consent;

THIS COURT ORDERS that:

1. The within proceedings be dismissed without costs to any party.
2. The said dismissal shall be for all purposes of the same force and effect as if a judgment dismissing the action had been pronounced after a trial of the action upon the merits.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

\_\_\_\_\_  
Signature of lawyer for the Plaintiff Paul King Jin  
ZACHARY CHUNG

\_\_\_\_\_  
Signature of lawyer for the Defendant, Yi Tong Xu also known as Yitong Xu  
WILLIAM H. LIM

\_\_\_\_\_  
Signature of lawyer for the Defendant, Hai Yan Liu also known as Haiyan Liu  
WILLIAM H. LIM

By the Court

\_\_\_\_\_  
Registrar

This is Exhibit "C" referred to in the affidavit of C. Carmichael

made before me on this 25 June 2015 No. S-154011  
**SUPREME COURT OF BRITISH COLUMBIA**  
**VANCOUVER REGISTRY**  
**MAY 15 2015**  
**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
 A Commissioner for taking Affidavits for British Columbia  
**BAIL KING JIN**

BETWEEN:

AND:

**TIAN YONG ZHANG also known as TIANYONG ZHANG**  
**YU TING PANG also known as YUTING PANG**

**PLAINTIFF**

**DEFENDANTS**

### NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

15MAY15 1511819 RISS 200.00  
 21422 5154011

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**Claim of the Plaintiff**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Tian Yong Zhang also known as Tianyong Zhang, ("Zhang"), whose occupation is unknown to the Plaintiff, resides at 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5.
3. The Defendant, Yu Ting Pang also known as Yuting Pang, ("Pang"), whose occupation is unknown to the Plaintiff, resides at 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5.
4. The Defendants Zhang and Pang are husband and wife respectively.
5. At all material times, the Defendants were the registered owners of the residential property with a civic address of 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5 and legally described as:

PID: 004-260-171

LOT 11 BLOCK 68 SECTION 3 BLOCK 3 NORTH RANGE 7 WEST NEW  
WESTMINSTER DISTRICT PLAN 249

(the "4<sup>th</sup> Avenue Property")

6. In or about November 2012, the Plaintiff met the Defendants at Water Cube, which was a facility offering therapeutic massage services located at 103-4411 No. 3 Rd., Richmond, BC V6X 2C3.
7. After their initial meeting, the Defendants borrowed money from the Plaintiff on several occasions, and each time the Defendants repaid their loans to the Plaintiff.
8. In or about April 2015, the Defendants asked the Plaintiff for another loan for construction and renovation to the 4<sup>th</sup> Avenue Property.
9. On or about April 14, 2015, the Plaintiff loaned the amount of \$50,000 CAD (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 14, 2015.
  - b. The Loan was to be secured by the 4<sup>th</sup> Avenue Property.
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the 4<sup>th</sup> Avenue Property; and
    - ii. purchase of materials incidental thereto.
10. To date, the Defendants have refused or neglected to repay the Loan to the Plaintiff, notwithstanding that May 14, 2015 has come and passed.

11. In early May 2015, the Defendants advised the Plaintiff that they have left for Ningbo, Zhejiang, People's Republic of China.

**Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the residential property with a civic address of 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5 and legally described as:

PID: 004-260-171

LOT 11 BLOCK 68 SECTION 3 BLOCK 3 NORTH RANGE 7 WEST NEW  
WESTMINSTER DISTRICT PLAN 249

(the "4<sup>th</sup> Avenue Property")

2. Judgment against the Defendants in the amount of \$50,000 CAD;
3. A declaration that the Defendants hold the 4<sup>th</sup> Avenue Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

**Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.

Plaintiff's address for service:

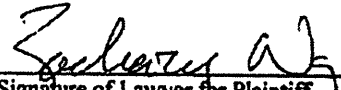
c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts  
The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 15, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

MAY 27 2015

BETWEEN:

AND:

This is Exhibit "D" referred to in the  
affidavit of C. Carmichael  
made before me on this 25  
day of June 2015

A Commissioner for taking  
IN THE SUPREME COURT OF BRITISH COLUMBIA

No. S-154354  
Vancouver Registry

PAUL KING JIN

PLAINTIFF

FU XING WU also known as FUXING WU  
CUI LI

DEFENDANTS

### NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s).

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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21 27 5154354  
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**Claim of the Plaintiff**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff Paul King Jin is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant Fu Xing Wu also known as Fuxing Wu ("Wu") is a businessman residing at 8151 Williams Road, Richmond, B.C., V7A 1G4.
3. The Defendant Cui Li ("Li") whose occupation is unknown to the Plaintiff, resides at 8151 Williams Road, Richmond, B.C., V7A 1G4.
4. On or about April 14, 2015, the Plaintiff loaned the amount of \$300,000 (the "Loan") to the Defendant Wu on the following implied or express terms:
  - a. The Defendant Wu must return the Loan to the Plaintiff on or before May 14, 2015.
  - b. The Loan was to be secured by the residential property located at 8151 Williams Road, Richmond, B.C., V7A 1G4 (the "Williams Rd. Property").
  - c. The Defendant Wu must use the Loan for the purposes of:
    - i. construction and renovation on the Williams Rd. Property; and
    - ii. purchase of materials incidental thereto.
  - d. The Defendant Wu must not do anything which has the effect of prejudicing the Plaintiff's security in the Williams Rd. Property.
5. Although the deadline of May 14, 2015 has come and passed, the Defendant Wu has refused or neglected to repay the Loan to the Plaintiff.
6. The Williams Rd. Property has the following legal description:

PID: 003-714-764

LOT 7 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER  
DISTRICT PLAN 14004
7. On April 14, 2015, when the Plaintiff provided the Loan to the Defendant Wu, the Defendant Wu was the sole registered owner of the Williams Rd. Property.
8. On or about that same day, the Defendant Wu or his agent prepared a Claim of Lien, which claimed a lien in the amount of \$450,000 against the Williams Rd. Property.
9. On or about April 15, 2015, the Defendant Wu or his agent filed that Claim of Lien.
10. On April 17, 2015, the Defendant Wu submitted a Form A Freehold Transfer to transfer the Williams Rd. Property into the joint names of the Defendants Wu and Li.

11. According to that Form A Freehold Transfer, the Defendant Li gave a consideration of \$1.00 and natural love and affection for her interest in the Williams Rd. Property.
12. Prior to April 14, 2015, the Defendant Wu's equity in the Williams Rd. Property was already substantially reduced by a mortgage given to Bank of Montreal and a mortgage given to Genesis Mortgage Investment Corp.
13. On or about May 20, 2015, the Defendants Wu and Li or their agents listed the Williams Rd. Property for sale.
14. The Defendant Wu's actions subsequent to the Loan have prejudiced the Plaintiff's security in the Williams Rd. Property, and the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li more particularly amounts to fraudulent conveyance.

**Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the residential property with a civic address of 8151 Williams Road, Richmond, B.C., V7A 1G4 and legally described as:

PID: 003-714-764

LOT 7 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER  
DISTRICT PLAN 14004

(the "Williams Rd. Property")

2. Judgment against the Defendant Wu in the amount of \$300,000;
3. A declaration that the Defendants Wu and Li hold the Williams Rd. Property in trust for the Plaintiff;
4. A declaration that the Defendant Wu hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. A declaration that the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li was made to delay, hinder or defraud the Plaintiff of his just and lawful remedies against the Defendant Wu;
6. An order that the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li be set aside as a fraudulent conveyance;
7. An order or direction that any necessary inquiries or accounts be made or taken;
8. Interest pursuant to the *Court Order Interest Act*;
9. Costs, including special costs or increased costs; and
10. Such further and other relief as counsel may advise and this Honourable Court permit.

**Part 3: LEGAL BASIS**



1. *Supreme Court Civil Rules.*
2. *The Law of Contract.*
3. *The Law of Trust.*
4. *Fraudulent Conveyance Act.*

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 26, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



Form 2 (Rule 3-3 (1))

Court File No.S-154354  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

Plaintiff

AND:

FU XING WU also known as FUXING WU  
CUI LI

Defendants

**RESPONSE TO NOTICE OF CIVIL CLAIM**

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

Filed by: The Defendants

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 — Defendant's(s') Response to Facts**

*[Indicate, for each paragraph in Part 1 of the notice of civil claim, whether the fact(s) alleged in that paragraph is(are) admitted, denied or outside the knowledge of the defendant(s).]*

1. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are admitted: No alleged facts admitted.
2. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are denied: All alleged facts in all paragraphs denied.
3. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are outside the knowledge of the defendant: Paragraph 1

**Division 2 — Defendant's(s') Version of Facts**

*[Using numbered paragraphs, set out the defendant's(s') version of the facts alleged in those paragraphs of the notice of civil claim that are listed above in paragraph 2 of Division 1 of this Part.]*

1. Except where admitted herein, the Defendants, deny each and every allegation of fact contained in the Notice of Civil Claim (the "NCC"), and the Plaintiff is put to the

proof thereof. The paragraphs of the NCC referred herein refer to Part 1 of the NCC.

2. The Defendants deny that the Plaintiff loaned the amount of \$300,000.00 to the Defendants, on the terms and conditions set out in Paragraph 4 of the NCC, as is alleged in Paragraph 4 of the NCC, and the Defendants deny that the Plaintiff loaned any amount at all, to the Defendants.
3. In the alternative, if funds were loaned by the Plaintiff, which not admitted but denied, the Defendants deny that the terms and conditions of such loan are as alleged in Paragraph 4 of the NCC. In response to Paragraph 4 of the NCC, the Defendants deny that :
  - a. The loan, or any loan, is to be repaid on or before May 14, 2015, as is alleged in Paragraph 4(a) of the NCC;
  - b. The loan, or any loan, was to be secured by that residential property located at 8151 Williams Road, Richmond, British Columbia (the "Williams Road Property") as is alleged in Paragraph 4(b) of the NCC;
  - c. The loan, or any loan was to be used for the construction and renovation of the Williams Road Property, and purchase of materials, as is alleged in Paragraph 4(c) of the NCC; and,
  - d. The Plaintiff's alleged security in the Williams Road Property would not be prejudiced.
4. In further response to Paragraph 4 of the NCC, and in response to the entire NCC, the Defendants state:
  - a. The Plaintiff and the Defendant FU XING WU ("Wu") met for the first time at the River Rock Casino in Richmond, British Columbia;
  - b. All discussions between the Plaintiff and the Defendant Wu, concerning a loan of funds by the Plaintiff to the Defendant Wu, were conducted at the River Rock Casino;
  - c. The Plaintiff loaned funds to the Defendant Wu, to enable the Defendant Wu to pursue his gambling activities at the casino;
  - d. On January 20, 2015, at the River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$100,000.00, and on January 30, 2015, at the River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$50,000.00, and on April 14, 2015, at the

River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$150,000.00 (such cash advances are collectively referred to herein as the "Loan");

- e. At no time did the Plaintiff and the Defendant Wu ever discuss construction or renovations involving the Williams Road Property; and,
  - f. All of the funds advanced by the Plaintiff, to the Defendant Wu, were used for gambling activities by the Defendant.
5. In further response to the entire NCC, the Defendants state that:
- a. The Defendant Wu has paid interest to the Plaintiff in the amount of \$40,000.00 and such payment of interest amounts to interest charged by the Plaintiff, on the Loan, at the rate of 10% per month, or 120% per annum; and,
  - b. The rate of interest charged by the Plaintiff, amounts to a criminal rate of interest, is unconscionable, and is against public policy.
6. In response to Paragraphs 9 - 14 of the NCC, the Defendants deny that:
- a. the Plaintiff has any claim to or interest in the Williams Road Property; and,
  - b. any alleged loans made by the Plaintiff to the Defendant Wu created a claim to or interest in the Williams Road Property.
7. In further response to Paragraphs 9 - 14 of the NCC, the Defendants state that:
- a. Any alleged loans made to the Defendant Wu were unsecured loans, and were not connected in any way to the Williams Road Property and the attempt by the Plaintiff to attach these alleged loans to the Williams Road Property, is a fabrication by the Plaintiff; AND,
  - b. In or about April 17, 2015, on the demand of the Defendant CUI LI a one-half interest in and to the Williams Road Property, was transferred from the Defendant Wu to the Defendant CUI LI, in anticipation of the parties' separation and divorce.
8. Wherefore the Defendants ask that this Notice of Civil Claim be dismissed with costs and an order for the removal of that Certificate of Pending Litigation entered at the Land Title Office, under Registration Number CA4422190, against title to the Williams Road Property.

### **Division 3 — Additional Facts**

*[If additional material facts are relevant to the matters raised by the notice of civil claim, set out, in numbered paragraphs, a concise statement of those additional material facts.]*

1. The funds loaned to the Defendant Wu, by the Plaintiff, were loaned to the Defendant Wu, to enable the Defendant Wu to pursue gambling activities, and were not in any way connected to construction or renovations to the Williams Road Property.
2. Defendant Wu and the Defendant CUI LI are married to each other. There has been a breakdown of their marriage relationship.
3. In or about April 17, 2015, on the demand of the Defendant CUI LI a one-half interest in and to the Williams Road Property, was transferred from the Defendant Wu to the Defendant CUI LI, in anticipation of the parties' separation and divorce.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

*[Indicate, for each paragraph in Part 2 of the notice of civil claim, whether the defendant(s) consent(s) to, oppose(s) or take(s) no position on the granting of that relief.]*

1. The defendant(s) consent(s) to the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

None, no relief consented to.

2. The defendant(s) oppose(s) the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

All relief opposed.

3. The defendant(s) take(s) no position on the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

None, all relief opposed.

### **Part 3: LEGAL BASIS**

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the defendant(s) oppose(s) the relief sought by the plaintiff(s) and specify any rule or other enactment relied on. The legal bases for opposing the plaintiff(s)' relief may be set out in the alternative.]*

1. Except where admitted, the Defendants deny each and every allegation of fact contained in the Notice of Civil Claim, and the Plaintiff is put to the strict proof thereof.

2. Any alleged loans made to the Defendant Wu were unsecured loans, and were not connected in any way to the Williams Road Property and the attempt by the Plaintiff to attach these alleged loans to the Williams Road Property, is a fabrication by the Plaintiff.
3. If the Defendants are indebted to the Plaintiff, which is not admitted, the rates of interest charged by the Plaintiff on the indebtedness:
  - a. was not disclosed to the Defendants;
  - b. is a criminal rate of interest under Section 347 of the *Criminal Code* (Canada); and,
  - c. is unconscionable and against public policy.


Defendant's(s') address for service:

[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]

#202 - 2232 West 41<sup>st</sup> Avenue, Vancouver, B.C. V6M 1Z8  
Attention: William H. Lim

Fax number address for service (if any): 604 263-0880

Dated this 18th day of June, 2015.

  
\_\_\_\_\_  
Signature of William H. Lim  
Lawyer for the Defendants

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

This is Exhibit "E" referred to in the  
affidavit of C. Carmichael  
made before me on this 25  
day of June 2015

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

MAY 27 2015

A Commissioner for taking  
Affidavits for British Columbia

No. 5-154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG  
CHENG LI

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s).

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### Claim of the Plaintiff

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiaoqi Wei, is a housewife with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 915, Vancouver, B.C., V6R 4R8.
2. The Defendant, Hua Feng, ("Feng"), is a general manager and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
3. The Defendant, Cheng Li, ("Li"), is a financial advisor and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
4. The Defendant Li is a relative of the Defendant Feng, and more particularly is an aunt of the Defendant Feng.
5. On or about April 2, 2015, the Plaintiff loaned the amount of \$1,000,000 (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 2, 2015.
  - b. The Loan was to be secured by the residential property located at 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 (the "Greenlees Rd. Property").
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the Greenlees Rd. Property; and
    - ii. purchase of materials incidental thereto.
6. Although the deadline of May 2, 2015 has come and passed, the Defendants have refused or neglected to repay the Loan to the Plaintiff.
7. The Greenlees Rd. Property is currently registered under the joint names of the Defendant Li and Fang Liu, and has the following legal description:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

#### Part 2: RELIEF SOUGHT

1. Certificate of Pending Litigation against the residential property with a civic address of 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 and legally described as:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383



(the "Greenlees Rd. Property")

2. Judgment against the Defendants in the amount of \$1,000,000;
3. A declaration that the Defendant Li hold a one-half interest in the Greenlees Rd. Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

**Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*;
2. The Law of Contract;
3. The Law of Trust;
4. *Allan Chen et al. v. Inland Log Brokerage Ltd. et al.*, 1996 CanLII 3599 (BC SC) stands for the proposition that it is appropriate and proper to register a certificate of pending litigation against an entire parcel of land, even if the claimant's interest is only in a portion of the same land.

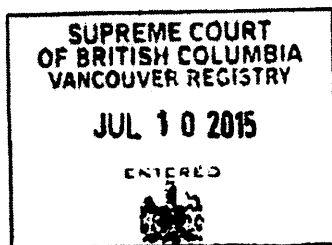
In the instant case, even though one of the two registered owners of the Greenlees Rd. Property is not a defendant, the Plaintiff has an interest in the Greenlees Rd. Property to the extent that the Defendant Li has an interest in the same property. For this reason, the Plaintiff is entitled to register a certificate of pending litigation against the Greenlees Rd. Property.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chen.Ng@hotmail.ca](mailto:Zachary.Chen.Ng@hotmail.ca)



This is Exhibit "G" to the affidavit of Ru Bing Shen sworn before me on the 21 day of August, 2015 at the City of Shanghai in the P.R. of China

A Notary Public in and for Province of BC

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

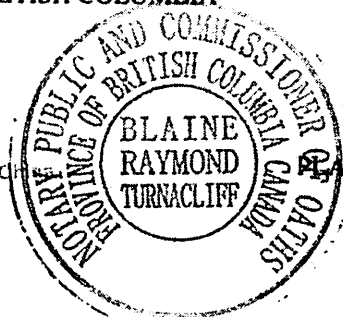
BETWEEN:

XIAO QI WEI

Blaine Turnaciff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No. 8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. of China  
66 21 5061-3030

AND:

HUA FENG & CHENG LI



PLAINTIFF

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE )  
THE HONOURABLE )  
MR. JUSTICE ROGERS )  
JULY 7, 2015 )

ON THE APPLICATION OF the Defendant, Cheng Li, coming on for hearing at the Courthouse at 800 Smith Street, Vancouver, B.C. this day and on hearing Robert A. Millar, counsel for the Defendant and Zachary Ng, counsel for the Plaintiff.

THIS COURT ORDERS that:

- The Registrar of Titles of the New Westminster Land Title Office, upon registration of this Order and production of a Court-certified copy of the Order together with a letter from the solicitor for the Defendant certifying that it is in possession of the Security defined below, shall cancel the Certificate of Pending Litigation filed at the New Westminster Land Title Office on May 28, 2015 under No. CA4422830 registered against the lands and premises more particularly known and described as:

Parcel Identifier 001-203-207  
Lot 9 Section 29 Block 4 North Range 6 West  
New Westminster District Plan 18383

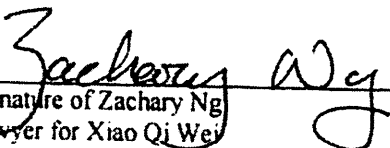
(the "Property")

- 2 -

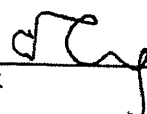
2. As security for the cancellation and discharge of the Certificate of Pending Litigation the Defendant shall deposit the sum of \$1.00 (the "Security") with its counsel, Fasken Martineau, to be held on an undertaking to retain the Security pending further order of this Court or agreement of the parties.
3. The Defendant Cheng Li shall recover special costs of this application which may be assessable forthwith and are payable forthwith thereafter.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of Robert A. Millar  
Lawyer for Cheng Li

  
\_\_\_\_\_  
Signature of Zachary Ng  
Lawyer for Xiao Qi Wei

BY THE COURT

  
\_\_\_\_\_  
REGISTRAR

**RICHMOND  
news**

Blaine Turnacliiff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave,  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 5051 2050

-47-

This is Exhibit "H" to the affidavit of Ru Bing Shen  
sworn before me on the 21 day of August, 2015  
at the City of Shanghai, in the P.R. of China

A Notary Public in and for Province of Beijing

**Richmond massage parlour at top hotel axed by city officials**

Alan Campbell / Richmond News  
December 21, 2011 02:00 AM

A controversial massage parlour has tested the patience of the City of Richmond once too often.

The Water Club which operates on the 11th and 12th floors of the Radisson Hotel on Cambie Road had its business licence cancelled Monday.

Glenn McLaughlin, the city's chief licence inspector, had recommended the club have its business licence pulled after the club committed another series of bylaw infractions.

The club was had its business license suspended in March for 60 days after police and bylaw officers caught naked employees and customers in compromising positions.

Members of the Richmond Gang Enforcement Team even entered the club on one occasion, after spotting license plates of known gang associates in the hotel's parking lot.

This time, the club fell foul of the city's bylaws in October, when licence officers and RCMP officers were ignored when they tried to gain entry for an inspection of the club around 11:40 p.m.

Waiting outside instead, the police officers intercepted clients leaving the club, who were identified as high level drug traffickers. The clients confirmed to the officers that they were in the club and claimed to have received foot massages.

Nine days later, when an inspection team did manage to gain entry, they discovered a window to a room obstructed by a robe (contrary to the bylaws) and a person under the age of 19.

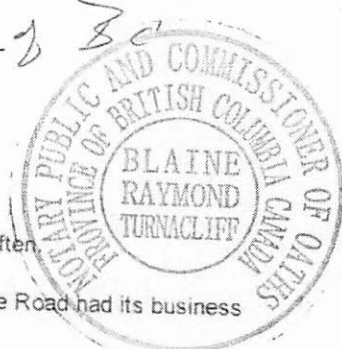
Given the history of this establishments business operations and the series of bylaw infractions after its business licence was suspended for 60 days, it is the recommendation that the business licence be cancelled such that this establishment is prohibited from doing business in the City of Richmond, McLaughlin wrote in his report.

McLaughlin further noted in his report that considerable resources are used to inspect such adult orientated businesses.

Its understood the club had already closed, but, as its licence was valid until next October, the city wanted to make sure it didnt try to re-open.

Many of the inspection raids at the Water Club were prompted by calls from hotel staff, who got fed up with what appeared to be underage Asian females whom they understood to be prostitutes heading up to the club armed with alcohol during the early hours.

And on several occasions, the club's manager, Paul Jin, either refused to let the officers into the premises or took a while to come to the door.



## Special Council Meeting

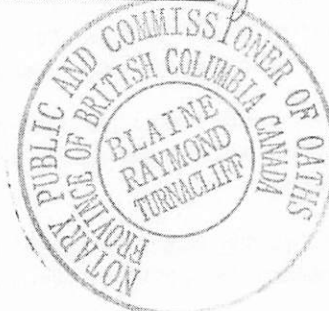
Monday, December 19, 2011

Time: 4:00 p.m.  
Place: Anderson Room  
Richmond City Hall  
Present: Mayor Malcolm D. Brodie  
Councillor Chak Au  
Councillor Linda Barnes  
Councillor Derek Dang  
Councillor Ken Johnston  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves

This is Exhibit "I" to the affidavit of Ru Bing Shen  
sworn before me on the 21 day of August, 2015  
at the City of Shanghai, in the P.R. of China

A Notary Public in and for Province of BC

Blaine Turnacliff  
ZHONG LUN LAW FIRM  
Level 10 & 11, Two IFC  
No.8 Century Ave.  
Pudong New Area,  
Shanghai 200120, P.R. China  
86 21 6061-3050



Corporate Officer – David Weber

Absent: Councillor Evelina Halsey-Brandt  
Call to Order: Mayor Brodie called the meeting to order at 4:05 p.m.

RES NO. ITEM

### BUSINESS & FINANCIAL SERVICES DEPARTMENT

#### 1. BUSINESS LICENCE CANCELLATION - WATERCUBE VANCOUVER HEALTH CLUB LTD. DBA THE WATER CLUB AT RADISSON HOTEL

(File Ref No.: 12-8275-20-AMANDA#(2011-Vol 01) (REDMS No. 3402318))

Chief Licence Inspector & Risk Manager, Glenn McLaughlin noted that according to a site inspection of the Watercube Vancouver Health Club by members of the RCMP on December 14, 2011, the site had been vacated, however the business license was currently valid.



City of  
Richmond

Minutes

Special Council Meeting  
Monday, December 19, 2011

RES NO.    ITEM

Paul Jin, Manager, Watercube Vancouver Health Club Ltd. DBA the Water Club at the Radisson Hotel, asked how many body rub studios were in the City, and stated that he planned to return to China.

SP11/12-1

It was moved and seconded

*That the Business Licence of the Watercube Vancouver Health Club Ltd., doing business as the Water Club at Radisson Hotel, be cancelled.*

CARRIED

ADJOURNMENT

SP11/12-2

It was moved and seconded

*That the meeting adjourn (4:08 p.m.).*

CARRIED

Certified a true and correct copy of the Minutes of the Special Meeting of the Council of the City of Richmond held on Monday, December 19, 2011.

\_\_\_\_\_  
Mayor (Malcolm D. Brodie)

\_\_\_\_\_  
Corporate Officer (David Weber)



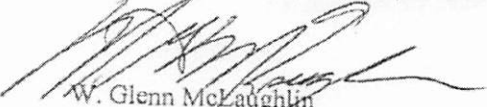
# City of Richmond

## Report to Council



**To:** Richmond City Council  
**From:** W. Glenn McLaughlin  
Chief Licence Inspector & Risk Manager  
**Date:** November 14, 2011  
**File:** 12-8275-20-AMANDA  
#/2011-Vol 01  
**Re:** Business Licence Cancellation - Watercube Vancouver Health Club Ltd. dba  
The Water Club at Radisson Hotel

### Staff Recommendation

That the Business Licence of the Watercube Vancouver Health Club Ltd., doing business as the Water Club at Radisson Hotel, be cancelled.

  
W. Glenn McLaughlin  
Chief Licence Inspector & Risk Manager  
(604-276-4136)

Att.

FOR ORIGINATING DEPARTMENT USE ONLY			
ROUTED TO:		CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
RCMP		Y <input type="checkbox"/> N <input type="checkbox"/>	
REVIEWED BY TAG		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	REVIEWED BY CAO
			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

November 14, 2011

- 2 -

### **Staff Report**

#### **Origin**

This report deals with the activities and bylaw infractions of the Watercube Vancouver Health Club Ltd., doing business as the Water Club at Radisson Hotel, since a January 28, 2011 Report to Council which resulted in a 60 day business licence suspension for this establishment.

#### **Findings Of Fact**

Since the preparation of the January 28, 2011 Licence Suspension Report this establishment is noted to have committed the following bylaw infractions:

February 11, 2011 – Failure to provide written notice of change in personnel. Contravention of Business Regulation Bylaw 7538 Section 7.1.1 (a). Municipal Ticket Information (MTI) notice MTI BL 05735 issued.

February 11, 2011 – Failure to keep window unobstructed. Contravention of Business Regulation Bylaw 7538 Section 7.2.1 (c) ii. MTI BL 05736 issued.

March 10, 2011 - Permitting or allowing smoking. Contravention of Public Health Protection Bylaw 6989 Section 6.1.2. MTI BL 05014 issued July 14, 2011.

June 25, 2011 – Failure to provide written notice of change in personnel. Contravention of Business Regulation Bylaw 7538 Section 7.1.1 (a), MTI BL 05651 issued.

August 10, 2011 – Permitting or allowing smoking. Contravention of Public Health Protection Bylaw 6989 Section 6.1.2. MTI M 52120 issued.

Each of the aforementioned violations are being disputed by the business operator with all of the MTI's set for a single hearing in Provincial Court scheduled for April 12, 2012.

The first three listed offences occurred prior to Council's suspension of the establishment's business licence and as the latter two infractions were being disputed, staff did not pursue further disciplinary action from City Council against the establishment.

Recent infractions give rise to consideration for more serious business licence discipline against this establishment:

October 13, 2011 – RCMP members attended to conduct a licence inspection from 11:40 pm to 00:35 am to which the establishment should have been closed at 12:00 am. Attempts to access the premises were ignored by those present (Attachment 1). The City sent written notice to the establishment noting, as previously advised, that denial of access to inspection officers and operating after hours are serious bylaw offences. (Attachment 2)

October 22, 2011 – RCMP routine police business bylaw compliance inspection noted an obstructed window (no infractions observed within the obstructed room), an unregistered employee (custodian) and a person under 19 years of age in the premises. (Attachment 3)

**CNCL - 4  
(Special)**



November 14, 2011

- 3 -

The January 28, 2011 report to suspend this establishment's business licence stated that "the culmination and compounding infractions committed by this business establishment warrants a licence discipline greater than treating this matter as a first offence." As such, the continued violations and the refusal to permit RCMP access on Oct 13, 2011 warrant treating this matter as the third incident requiring disciplinary action.

Staff has previously reported to council a progression of licence discipline for serious bylaw violations with up to a 30 day suspension at the first disciplinary action, up to 60 days at the second disciplinary action and up to 90 days or licence cancellation at the third disciplinary action.

Given the history of this establishment's business operations and the series of bylaw infractions after its business licence was suspended for 60 days, it is the recommendation of the Chief Licence Inspector that the Business Licence of the Watercube Vancouver Health Club Ltd., doing business as the Water Club at Radisson Hotel, be cancelled such that this establishment is prohibited from doing business in the City of Richmond.

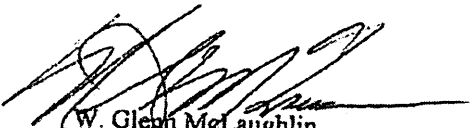
The prosecution of the five MTIs against the Water Club will continue, as that process is separate and independent from any administrative action that Council determines is appropriate in relation to business licence discipline.

#### Financial Impact

It should be noted that considerable City resources of Inspection Staff and RCMP members are called upon to regulate and inspect all Adult Oriented Use business uses. The financial impacts for these resources are included in the City's annual operating budget.

#### Conclusion

The Water Club at Radisson Hotel has continued to commit infractions against Richmond's Business Regulation Bylaw and as such, cancellation of the establishment's business licence is recommended.



W. Glenn McLaughlin  
Chief Licence Inspector & Risk Manager  
(604-276-4136)

WGM:wgm

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(Special)

McLaughlin, Glenn

*Attachment 1*

**From:** Duarte, Victor  
**Sent:** Friday, October 14, 2011 9:31 AM  
**To:** Hikida, Joanne; McLaughlin, Glenn  
**Subject:** Fw: Radisson Water Club Check  
FYI

---

**From:** Adam Carmichael [mailto:[adam.carmichael@rcmp-grc.gc.ca](mailto:adam.carmichael@rcmp-grc.gc.ca)]  
**Sent:** Friday, October 14, 2011 06:47 AM  
**To:** Duarte, Victor  
**Subject:** Radisson Water Club Check

Victor,

File 2011-31151

On 2011-10-13 at 2340hrs Cst CARMICHAEL and other members attended to Radisson Water Club at 1288-8181 Cambie Rd, Richmond BC. Members were attempting to conduct a licence check however upon attendance the door was locked and no body opened the door for members. Members immediately covered the rear stair door and the front door and could hear people inside. Members noted the light going on an off inside and people talking. Cst TAM heard someone inside lock the second lock on the front door. Members held positions until 0035hrs and then cleared. Members will be following up with Vic DUARTE with the city in regards to them operating past the scheduled hours. Members later confirmed that high level drug traffickers were inside getting "foot massages".

The guys who were stopped leaving the club, confirmed that they were there.

FYI, Paul JIN refused to answer his phone throughout the check and his phone was heard ringing inside. His car was also noted in the parking lot on the second level. It is suspected that JIN was meeting with this members who are associated to drugs and violence.

Let me know how your office would like to proceed.

Thanks,

Adam

Cst. Adam CARMICHAEL  
RCMP Richmond Detachment  
6900 Minoru Blvd, Richmond, BC  
V6Y 1Y3  
Telephone: 604-278-1212 Local 2232  
Fax: 604-278-6773  
Email: [Adam.Carmichael@rcmp-grc.gc.ca](mailto:Adam.Carmichael@rcmp-grc.gc.ca)

10/20/2011

CNCL - 6  
(Special)



City of  
Richmond

*Attachment 2*

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
www.richmond.ca

October 20, 2011  
File: 12-8275-20-AMANDA #/2011-Vol 01

Business and Financial Services Department  
Business Licences  
Telephone: 604-276-4328  
Fax: 604-276-4157

Watercube Vancouver Health Club Ltd.  
dba Water Club at Radisson Hotel  
1288-8181 Cambie Road  
Richmond BC V6X 3X9

Attention: Paul Jin

Dear Sir:

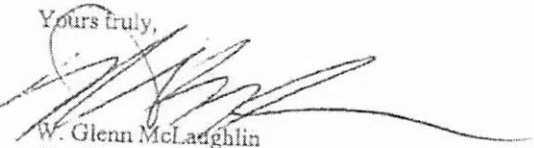
Re: Police attendance at business premises October 13, 2011

The Richmond detachment of the R.C.M.P. attended your place of business from approximately 11:40 pm on October 13, 2011 to 00:35 am October 14, 2011. Throughout this time Police noted activity taking place in the premises and attempts to access the premises were ignored by those present.

I note that Business Regulation Bylaw 7538 Section 7.1.1 (b) prohibits business activity past 12:00 am and Section 1.1.1 (b) requires any business to permit reasonable inspection access to a number of officials including the RCMP.

Violating operating hours and, as advised prior, denial of access to the RCMP or inspection officers are serious bylaw infractions.

Yours truly,

  
W. Glenn McLaughlin  
Chief Licence Inspector & Risk Manager

pc: R.C.M.P.

McLaughlin, Glenn

*Attachment 3*

From: Duarte, Victor  
Sent: Saturday, October 22, 2011 11:44 AM  
To: McLaughlin, Glenn; Hikida, Joanne  
Subject: Fw: Water Club check...again  
FYI

From: Adam Carmichael [mailto:adam.carmichael@rcmp-grc.gc.ca]  
Sent: Saturday, October 22, 2011 06:13 AM  
To: Duarte, Victor  
Subject: Water Club check...again

Vic, see below...items to be reviewed.

On 2011-10-21 Cst CARMICHAEL, Cst TAM, Cst LARSEN, Cst ROMANKO and Cpl ROCK attended The Water Club Massage Parlour at 1288-8181 Cambie Rd, Richmond BC. The business was being check for a routine police business bylaw compliance check per the City of Richmond Business Regulation Bylaw No. 7538.

Upon attendance members conducted a door knock and waited approximately 45 seconds for the door to open. Throughout this time Cst CARMICHAEL heard a male yelling in a different language inside. It was not known what he was saying and Cst CARMICHAEL announced police presence at which point the male stated "ya, hang on, hang on."

The door was opened and Cst CARMICHAEL spoke with Paul King JIN. JIN was informed of the business licence inspection to ensure compliance. JIN stated "ya sure, you are just trying to shut me down." Cst CARMICHAEL informed him that wasn't the case and that police were conducting a routine inspection.

Cst CARMICHAEL went upstairs and checked all the rooms and noted that one of the rooms in the southwest of the business had a robe hanging over the window. JIN who was following close behind was informed of what the members observed and he stated that the customer put it there and that its not his fault. Cst CARMICHAEL informed him that the windows can't be blocked from the inside and that he as the owner knows that.

Nothing suspicious noted in the room with the blocked window and it appeared to be an honest mistake which was over-looked by the masseuse. The inspection continued and it was found that the male "janitor" who was doing laundry was not registered with the city. The male was identified with his PR card as being [REDACTED]. The 6 other girls presently working all had photocopies stamped by the city. JIN stated that it was this guys first day, and stated "you can give me a ticket for him." Cst CARMICHAEL informed him that a ticket will not be issued today and that the City of Richmond will be informed of the infractions.

Cst CARMICHAEL continued through the business and conducted a check of six younger looking males in the men's change room. Two of these males were identified through a BCDL however the other four were identified verbally. All were of age except for [REDACTED] who was 18 and confirmed to

11/3/2011

CNCL - 8  
(Special)

have a date of birth [REDACTED] JIN was again informed of the third infraction noted throughout the check.

JIN was told by Cst CARMICHAEL that Victor DUARTE or Glenn McCAUGHLAH would be following up with the business in regards to the infractions noted. JIN said "whatever" as members were leaving the establishment and escorting the under age male out.

Cst CARMICHAEL forwarded the info to Vic DUARTE of the City for review.

Cst CARMICHAEL, #58533, A-Watch, Richmond RCMP

Cst. Adam CARMICHAEL  
RCMP Richmond Detachment  
6900 Minoru Blvd, Richmond, BC  
V6Y 1Y3  
Telephone: 604-278-1212 Local 2232  
Fax: 604-278-6773  
Email: [Adam.Carmichael@rcmp-grc.gc.ca](mailto:Adam.Carmichael@rcmp-grc.gc.ca)

11/3/2011

CNCL - 9  
(Special)



FORM 109  
(RULE 22-2(2) AND (7))

Affidavit #1 of Jiang Bo Zhang  
sworn September 25<sup>th</sup>, 2015

No. S152698  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff

And

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

Defendants

**A F F I D A V I T**

I, Jiang Bo Zhang, Businessman of Guangzhou, China MAKE  
OATH AND SAY:

1. I am a Defendant in this action and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be made on the best of my information and belief and whereso stated I do verily believe them to be true.
2. I swear this affidavit in support of Ru Bing Shen's application for a summary trial and cancellation of a Certificate of Pending Litigation and in response to an affidavit of the Plaintiff sworn September 23, 2015 (the "Affidavit"). Ru Bing Shen is my ex-wife. We separated in February, 2014 and divorced in July, 2015. I have not lived with my wife since February, 2014.
3. I have not been served with any court documents in this matter and only learned recently that my ex-wife was being sued by Paul Jin. Unless specifically admitted or explained by me, I deny the comments made in Mr. Jin's affidavit. I have not had much time to review Mr. Jin's affidavit, about 36 hours in fact.

4. I met the Plaintiff at the Water Cube massage parlour on November 16, 2014. I was introduced to the Plaintiff by an acquaintance, whom I had met at a casino. The acquaintance knew that I was seeking money with which to gamble. I knew that Mr. Jin was a loan shark and there would be high rates of interest when I borrowed money from him.

5. The Plaintiff provided me with \$200,000 cash on November 16, 2014. In response to paragraph 9 of the Affidavit, I received the money in cash; I did not sign a receipt, though he did take a copy of my identification. I never told Mr. Jin that the money was for household renovations, or anything similar to that. I never told the Plaintiff the money was for the purposes of renovation on our home. I never told the Plaintiff that I was acting as an agent for my ex-wife. I did not say that I would pay the proceeds of the loan from the sale of the residence. The Plaintiff knew that I was going to use the money for gambling purposes as I told him so. He also advised me that there would be interest of \$5,000 every ten days on a loan of \$200,000. This would equal an interest rate of about 91%.

6. Mr. Jin has attached text messages. I understand that my ex-wife's lawyer is having some of them translated. I do agree that I received \$300,000 (or, more accurately, \$290,000) from Mr. Jin (and his wife), and will explain this further.

7. I did not sign a promissory note in November, 2014 in reference to paragraph 9 of the Affidavit.

8. On November 26, 2014, I asked the Plaintiff for another \$100,000 by way of text message. The reply was that his wife would be contacting me; she did contact me and I met her at the Water Cube. She did give me \$100,000, in cash, but immediately took back \$10,000, saying it was for interest on the previous loan. There was no receipt signed, and I did not sign a promissory note. I did not talk to her about home renovations, or anything at all respecting the residence. In total I borrowed only \$300,000 from Mr. Jin and his wife (less the \$10,000 interest immediately taken away). I do point out that my stated purpose of the second installment of \$100,000 was to entertain some friends and, again, had nothing to do with my ex-wife or house renovations.

A handwritten signature in black ink, consisting of a large, stylized 'A' shape with a checkmark-like flourish on the left side.

9. In response to paragraphs 23 to 25 of the Affidavit, I was not present with my then wife during the meal described at the Sea Harbour Restaurant. I have never met Mr. Jin in the presence of my ex-wife.

10. On or about March 6, 2015, I was called to the Water Cube by Paul Jin. Mr. Jin showed me a piece of paper and said if I did not sign it and add my estranged wife's signature, there would be "big trouble". (Since the Plaintiff later went to my ex-wife and children's home and threatened them, I can only now guess what "big trouble" could mean.) I signed the document then and there and affixed Ru Bing Shen's name. A true copy of the document is as attached to my ex-wife's affidavit. Ru Bing Shen did not sign this document, nor did I tell her that I had forged her name on the document, until she showed me the document a month or so ago. I had no authority to affix her name. The document was witnessed only by Paul Jin, as I recall. I did not attend at the offices of a notary or a lawyer to have my document witnessed. I asked Mr. Jin about the figure of \$405,000. He advised me that this was for interest on the money I had borrowed in November, 2014.

11. Again, I never told the Plaintiff or his wife that I had received the money for home renovations or that I was acting as an agent for my wife. I knew that I was borrowing money from a loan shark for me to gamble and the Plaintiff knew that he was lending me the money so that I could gamble.

12. I did not tell my then estranged wife about my problems with Mr. Jin at that time. I had only just a few months earlier persuaded her to take out a second mortgage on her home to pay other gambling debts, in the amount of \$700,000. Then, she only reluctantly agreed and provided me with \$700,000, as I then told her that I would not be gambling any longer, and that she could keep all the assets in Canada that we had once we divorced.

13. It is absurd to think that my ex-wife would ever deal with a loan shark, let alone one who charged around 100% interest. If she needed a loan for house renovations or any other purpose, she would have gone to the bank to ask for a mortgage, as she has done in the past.

14. I did borrow \$300,000 from the Plaintiff and understand that there may be a judgment against me eventually in some amount, if I am ever served with court

A handwritten signature in black ink, consisting of a large, stylized capital letter 'A' followed by a cursive flourish.



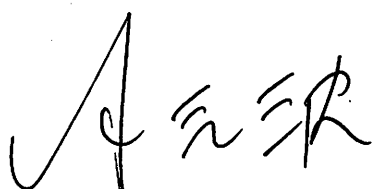
documents. However, Ru Bing Shen had nothing to do with this, she obtained no benefit from the money I borrowed to gamble with and she had no knowledge about this matter.

15. I waived any claim to an interest in my wife's home for various reasons. As mentioned earlier, my ex-wife had previously provided \$700,000 to me and I agreed not to pursue a property division. My wife is and will be the primary financial support for our two children, one of whom is just an infant, and one of whom is now attending university. Furthermore, my ex-wife purchased the home with money that she earned in China.

16. I was not living with my ex-wife in 2014. However, we do have three children together, one of whom is an infant. I did exercise access to the children and, since my youngest was so young, I would generally see my youngest at my ex-wife's residence. We did take a trip to Las Vegas so I could spend time with my infant son. I had promised my ex-wife that I would not be gambling. However, I did so during that trip, which angered her considerably.

17. I am prepared to deal with Mr. Jin and the courts if I am ever served with court documents concerning this court proceeding. I do admit to having borrowed about \$300,000, though I now understand that no interest will be enforceable on this amount by the court because of the "criminal" nature of the interest. However, my ex-wife and our children have nothing to do with this matter. They had no knowledge of my gambling debt with Mr. Jin and, furthermore, I have no claim over my ex-wife's residence.

SWORN BEFORE ME at the City  
of Guangzhou, in the People's  
Republic of China, this 25<sup>th</sup> day  
of September, 2015



Jiang Bo Zhang

  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF BRITISH COLUMBIA

KA CHEUNG LI  
BARRISTER AND SOLICITOR (B.C.)  
Suite 2402A, Tower A, G.T. Land Plaza,  
85 Huacheng Avenue, Zhujiang New Town,  
Tianhe District, Guangzhou 510623 P.R. China  
Tel: (8620) 8121 6197  
Fax: (8620) 8121 6947

ENDORSEMENT BY INTERPRETER

I, Ka Cheung Li, of Guangzhou, China certify that:

1. I have a knowledge of the English and Chinese (Mandarin) languages and I am competent to interpret from one to the other.
2. I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. Before the affidavit on which this endorsement appears was made by the deponent I correctly interpreted it for the deponent from the English language into the Mandarin language and the deponent appeared to fully understand the contents.

Dated: September 25<sup>th</sup>, 2015

  
\_\_\_\_\_  
Interpreter

KA CHEUNG LI  
BARRISTER AND SOLICITOR (B.C.)  
Suite 2402A, Tower A, G.T. Land Plaza,  
85 Huacheng Avenue, Zhujiang New Town,  
Tianhe District, Guangzhou 510623 P.R. China  
Tel: (8620) 8121 6197  
Fax: (8620) 8121 6947



FORM 35  
(RULES 8-4(1), 13-1(3) AND 17-1(2) AND 25-9(2))

No. S152698  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff

And

JIANG BO ZHANG also known as JIANGBO ZHANG  
RU BING SHEN also known as RUBING SHEN

Defendants

**ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE ) WEDNESDAY, SEPTEMBER 30, 2015  
) MR. JUSTICE G.C. WEATHERILL )

ON THE APPLICATION of the Ru Bing Shen coming on for hearing at Vancouver, B.C. this day and on hearing Mark B. Thompson, Counsel for the Defendant Ru Bing Shen ("Shen") and on hearing Zachary Chun Ng, Counsel for the Plaintiff.

THIS COURT ORDERS that:

1. The Plaintiff's claim as against Shen be dismissed.
2. The Registrar of Titles of the New Westminster Land Title Office, upon registration of this Order and production of a Court certified copy of this Order shall cancel the Certificate of Pending Litigation filed at the New Westminster Land Title Office on September 28, 2015 as CA4702679 registered against the lands and premises more particularly described as:


P.I.D. 011-431-318,

Lot 14 of Lot 1 Block 44 District Lot 139 Plan 4673.

3. Shen shall have her costs of this proceeding from the Plaintiff on an ordinary basis on Scale B until and including August 27, 2015, and shall have double costs of the proceeding from the Plaintiff thereafter.

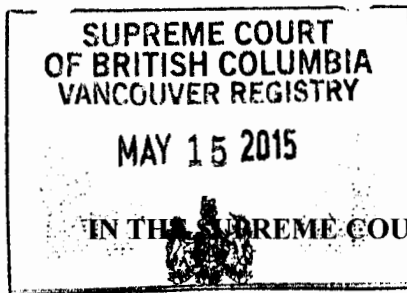
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of Zachary Chun Ng  
Lawyer for the Plaintiff

  
\_\_\_\_\_  
Signature of Mark B. Thompson,  
Lawyer for the Defendant, Ru Bing Shen

By the Court

\_\_\_\_\_  
Registrar



S-154010

No. \_\_\_\_\_  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

YI TONG XU also known as YITONG XU  
HAI YAN LIU also known as HAIYAN LIU

DEFENDANTS

**NOTICE OF CIVIL CLAIM****This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.****Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Yi Tong Xu also known as Yitong Xu, ("Xu") is a contractor and resides at 4007 Dunbar St., Vancouver, B.C., V6S 2E5.
3. The Defendant, Hai Yan Liu also known as Haiyan Liu, ("Liu") is a teacher and resides at 4007 Dunbar St., Vancouver, B.C., V6S 2E5.
4. The Defendants Xu and Liu are husband and wife respectively.
5. At all material times, the Defendants were the registered owners of the residential property with a civic address of 4007 Dunbar St., Vancouver, B.C., V6S 2E5 and legally described as:

PID: 011-585-200

LOT 1 OF LOT 3 BLOCK 32 DISTRICT LOT 139 PLAN 4374

(the "Dunbar Property")

6. In or about February 2015, the Plaintiff met the Defendants through a mutual friend, Coco Li.
7. Coco Li introduced the Defendant Xu as the chairman of a merchants' association based in Nanjing, Jiangsu, People's Republic of China.
8. After their initial meeting, the Plaintiff kept in contact with the Defendants.
9. In or about April 2015, the Defendants advised the Plaintiff that they had lost a substantial amount of money in an investment in Jiangsu, People's Republic of China.
10. The Defendants stated to the Plaintiff that they had plans to renovate the Dunbar Property, but was unable to proceed due to their temporary cash flow problems; on that basis, the Defendants asked the Plaintiff for a short-term loan of money.
11. On or about April 18, 2015, the Plaintiff loaned the amount of \$250,000 CAD (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 25, 2015.
  - b. The Loan was to be secured by the Dunbar Property.
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the Dunbar Property; and
    - ii. purchase of materials incidental thereto.

- d. The Defendants must not make any attempts to dispose of their interests in the Dunbar Property, before the Loan was fully repaid.
12. In or about May 2015, the Plaintiff discovered that the Defendants were attempting to dispose of their interests in the Dunbar Property.
13. More particularly, in seeking more loans from other people, the Defendants were proposing to give mortgages, which would have the effect of defeating the Plaintiff's security in the Dunbar Property.

## **Part 2: RELIEF SOUGHT**

1. Certificates of Pending Litigation against the residential property with a civic address of 4007 Dunbar St., Vancouver, B.C., V6S 2E5 and legally described as:

PID: 011-585-200

LOT 1 OF LOT 3 BLOCK 32 DISTRICT LOT 139 PLAN 4374

(the "Dunbar Property")

2. Judgment against the Defendants in the amount of \$250,000 CAD;
3. A declaration that the Defendants hold the Dunbar Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

## **Part 3: LEGAL BASIS**

1. By attempting to dispose of their interests in the Dunbar Property, before the Loan has been repaid in full, the Defendants have breached the terms of the Loan.
2. *Supreme Court Civil Rules*.
3. The Law of Contract.
4. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor

4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

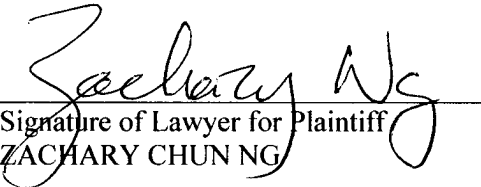
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 15, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM: Liquidated Debt

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

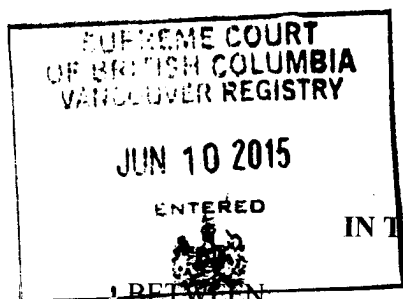
- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

### Part 4:

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*



No. S-154010  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

YI TONG XU also known as YITONG XU  
HAI YAN LIU also known as HAIYAN LIU

DEFENDANTS

**CONSENT ORDER**

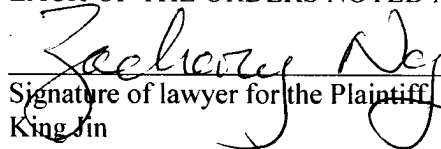
BEFORE } ~~A JUDGE OF THE COURT~~ <sup>REGISTRAR</sup> } June 10, 2015


ON THE APPLICATION of the Defendant, Yi Tong Xu also known as Yitong Xu, and the Defendant, Hai Yan Liu also known as Haiyan Liu, without a hearing and by consent;

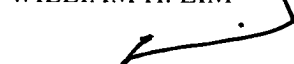
THIS COURT ORDERS that:

1. The within proceedings be dismissed without costs to any party.
2. The said dismissal shall be for all purposes of the same force and effect as if a judgment dismissing the action had been pronounced after a trial of the action upon the merits.


THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

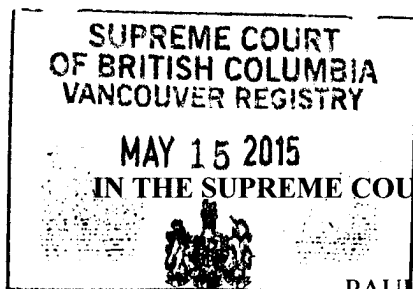
  
\_\_\_\_\_  
Signature of lawyer for the Plaintiff Paul  
King Jin  
ZACHARY CHUN NG

  
\_\_\_\_\_  
Signature of lawyer for the Defendant, Yi Tong  
Xu also known as Yitong Xu  
WILLIAM H. LIM

  
\_\_\_\_\_  
Signature of lawyer for the Defendant, Hai Yan  
Liu also known as Haiyan Liu  
WILLIAM H. LIM

By the Court,

  
\_\_\_\_\_  
Registrar



S-154011

No. \_\_\_\_\_  
Vancouver Registry

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

TIAN YONG ZHANG also known as TIANYONG ZHANG  
YU TING PANG also known as YUTING PANG

DEFENDANTS

**NOTICE OF CIVIL CLAIM****This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

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- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Tian Yong Zhang also known as Tianyong Zhang, ("Zhang"), whose occupation is unknown to the Plaintiff, resides at 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5.
3. The Defendant, Yu Ting Pang also known as Yuting Pang, ("Pang"), whose occupation is unknown to the Plaintiff, resides at 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5.
4. The Defendants Zhang and Pang are husband and wife respectively.
5. At all material times, the Defendants were the registered owners of the residential property with a civic address of 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5 and legally described as:

PID: 004-260-171

LOT 11 BLOCK 68 SECTION 3 BLOCK 3 NORTH RANGE 7 WEST NEW  
WESTMINSTER DISTRICT PLAN 249

(the "4<sup>th</sup> Avenue Property")

6. In or about November 2012, the Plaintiff met the Defendants at Water Cube, which was a facility offering therapeutic massage services located at 103-4411 No. 3 Rd., Richmond, BC V6X 2C3.
7. After their initial meeting, the Defendants borrowed money from the Plaintiff on several occasions, and each time the Defendants repaid their loans to the Plaintiff.
8. In or about April 2015, the Defendants asked the Plaintiff for another loan for construction and renovation to the 4<sup>th</sup> Avenue Property.
9. On or about April 14, 2015, the Plaintiff loaned the amount of \$50,000 CAD (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 14, 2015.
  - b. The Loan was to be secured by the 4<sup>th</sup> Avenue Property.
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the 4<sup>th</sup> Avenue Property; and
    - ii. purchase of materials incidental thereto.
10. To date, the Defendants have refused or neglected to repay the Loan to the Plaintiff, notwithstanding that May 14, 2015 has come and passed.

11. In early May 2015, the Defendants advised the Plaintiff that they have left for Ningbo, Zhejiang, People's Republic of China.

## **Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the residential property with a civic address of 11160 4<sup>th</sup> Avenue, Richmond, B.C., V7E 3G5 and legally described as:

PID: 004-260-171

LOT 11 BLOCK 68 SECTION 3 BLOCK 3 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 249

(the "4<sup>th</sup> Avenue Property")

2. Judgment against the Defendants in the amount of \$50,000 CAD;
3. A declaration that the Defendants hold the 4<sup>th</sup> Avenue Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

## **Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

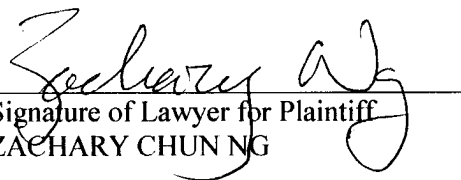
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 15, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*  
*Court Order Enforcement Act*



No. S-154011  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

Paul King Jin

PLAINTIFF

AND:

Tian Yong Zhang also known as Tianyong Zhang and  
Yu Ting Pang also known as Yuting Pang

DEFENDANTS

**NOTICE OF DISCONTINUANCE**

**Filed by:**

TAKE NOTICE that the Plaintiff, Paul King Jin

- ☒ discontinues this proceeding against the Defendants Tian Yong Zhang also known as Tianyong Zhang and Yu Ting Pang also known as Yuting Pang.
- ☒ Notice of trial has not been filed
- ☐ Notice of trial has been filed and this discontinuance is
  - ☐ with the consent of all parties of record
  - ☐ by leave of the court

Date:

October 4, 2018  
[dd/mm/yyyy]

x

Signature of ☒ Filing party - Paul King Jin  
☐ Lawyer for Filing party



**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**MAY 27 2015**

No. **S-154354**  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**PAUL KING JIN**

**PLAINTIFF**

**AND:**

**FU XING WU also known as FUXING WU  
CUI LI**

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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FILED

200.00

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff Paul King Jin is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant Fu Xing Wu also known as Fuxing Wu ("Wu") is a businessman residing at 8151 Williams Road, Richmond, B.C., V7A 1G4.
3. The Defendant Cui Li ("Li") whose occupation is unknown to the Plaintiff, resides at 8151 Williams Road, Richmond, B.C., V7A 1G4.
4. On or about April 14, 2015, the Plaintiff loaned the amount of \$300,000 (the "Loan") to the Defendant Wu on the following implied or express terms:
  - a. The Defendant Wu must return the Loan to the Plaintiff on or before May 14, 2015.
  - b. The Loan was to be secured by the residential property located at 8151 Williams Road, Richmond, B.C., V7A 1G4 (the "Williams Rd. Property").
  - c. The Defendant Wu must use the Loan for the purposes of:
    - i. construction and renovation on the Williams Rd. Property; and
    - ii. purchase of materials incidental thereto.
  - d. The Defendant Wu must not do anything which has the effect of prejudicing the Plaintiff's security in the Williams Rd. Property.
5. Although the deadline of May 14, 2015 has come and passed, the Defendant Wu has refused or neglected to repay the Loan to the Plaintiff.
6. The Williams Rd. Property has the following legal description:
 

PID: 003-714-764

LOT 7 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER  
DISTRICT PLAN 14004
7. On April 14, 2015, when the Plaintiff provided the Loan to the Defendant Wu, the Defendant Wu was the sole registered owner of the Williams Rd. Property.
8. On or about that same day, the Defendant Wu or his agent prepared a Claim of Lien, which claimed a lien in the amount of \$450,000 against the Williams Rd. Property.
9. On or about April 15, 2015, the Defendant Wu or his agent filed that Claim of Lien.
10. On April 17, 2015, the Defendant Wu submitted a Form A Freehold Transfer to transfer the Williams Rd. Property into the joint names of the Defendants Wu and Li.

11. According to that Form A Freehold Transfer, the Defendant Li gave a consideration of \$1.00 and natural love and affection for her interest in the Williams Rd. Property.
12. Prior to April 14, 2015, the Defendant Wu's equity in the Williams Rd. Property was already substantially reduced by a mortgage given to Bank of Montreal and a mortgage given to Genesis Mortgage Investment Corp.
13. On or about May 20, 2015, the Defendants Wu and Li or their agents listed the Williams Rd. Property for sale.
14. The Defendant Wu's actions subsequent to the Loan have prejudiced the Plaintiff's security in the Williams Rd. Property, and the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li more particularly amounts to fraudulent conveyance.

## **Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the residential property with a civic address of 8151 Williams Road, Richmond, B.C., V7A 1G4 and legally described as:

PID: 003-714-764

LOT 7 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER  
DISTRICT PLAN 14004

(the "Williams Rd. Property")

2. Judgment against the Defendant Wu in the amount of \$300,000;
3. A declaration that the Defendants Wu and Li hold the Williams Rd. Property in trust for the Plaintiff;
4. A declaration that the Defendant Wu hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. A declaration that the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li was made to delay, hinder or defraud the Plaintiff of his just and lawful remedies against the Defendant Wu;
6. An order that the transfer of the Williams Rd. Property into the joint names of the Defendants Wu and Li be set aside as a fraudulent conveyance;
7. An order or direction that any necessary inquiries or accounts be made or taken;
8. Interest pursuant to the *Court Order Interest Act*;
9. Costs, including special costs or increased costs; and
10. Such further and other relief as counsel may advise and this Honourable Court permit.

## **Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules.*
2. The Law of Contract.
3. The Law of Trust.
4. *Fraudulent Conveyance Act.*

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

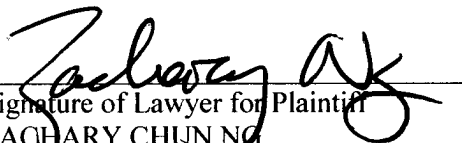
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 26, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

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(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

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- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*



Form 2 (Rule 3-3 (1))

Court File No.S-154354  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**PAUL KING JIN**

Plaintiff

AND:

**FU XING WU also known as FUXING WU  
CUI LI**

Defendants

**RESPONSE TO NOTICE OF CIVIL CLAIM**

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

Filed by: The Defendants

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS****Division 1 — Defendant's(s') Response to Facts***[Indicate, for each paragraph in Part 1 of the notice of civil claim, whether the fact(s) alleged in that paragraph is(are) admitted, denied or outside the knowledge of the defendant(s).]*

1. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are admitted: No alleged facts admitted.
2. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are denied: All alleged facts in all paragraphs denied.
3. The facts alleged in the following paragraph(s) of Part 1 of the notice of civil claim are outside the knowledge of the defendant: Paragraph 1

**Division 2 — Defendant's(s') Version of Facts***[Using numbered paragraphs, set out the defendant's(s') version of the facts alleged in those paragraphs of the notice of civil claim that are listed above in paragraph 2 of Division 1 of this Part.]*

1. Except where admitted herein, the Defendants, deny each and every allegation of fact contained in the Notice of Civil Claim (the "NCC"), and the Plaintiff is put to the

proof thereof. The paragraphs of the NCC referred herein refer to Part 1 of the NCC.

2. The Defendants deny that the Plaintiff loaned the amount of \$300,000.00 to the Defendants, on the terms and conditions set out in Paragraph 4 of the NCC, as is alleged in Paragraph 4 of the NCC, and the Defendants deny that the Plaintiff loaned any amount at all, to the Defendants.
3. In the alternative, if funds were loaned by the Plaintiff, which not admitted but denied, the Defendants deny that the terms and conditions of such loan are as alleged in Paragraph 4 of the NCC. In response to Paragraph 4 of the NCC, the Defendants deny that :
  - a. The loan, or any loan, is to be repaid on or before May 14, 2015, as is alleged in Paragraph 4(a) of the NCC;
  - b. The loan, or any loan, was to be secured by that residential property located at 8151 Williams Road, Richmond, British Columbia (the "Williams Road Property") as is alleged in Paragraph 4(b) of the NCC;
  - c. The loan, or any loan was to be used for the construction and renovation of the Williams Road Property, and purchase of materials, as is alleged in Paragraph 4(c) of the NCC; and,
  - d. The Plaintiff's alleged security in the Williams Road Property would not be prejudiced.
4. In further response to Paragraph 4 of the NCC, and in response to the entire NCC, the Defendants state:
  - a. The Plaintiff and the Defendant FU XING WU ("Wu") met for the first time at the River Rock Casino in Richmond, British Columbia;
  - b. All discussions between the Plaintiff and the Defendant Wu, concerning a loan of funds by the Plaintiff to the Defendant Wu, were conducted at the River Rock Casino;
  - c. The Plaintiff loaned funds to the Defendant Wu, to enable the Defendant Wu to pursue his gambling activities at the casino;
  - d. On January 20, 2015, at the River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$100,000.00, and on January 30, 2015, at the River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$50,000.00, and on April 14, 2015, at the

River Rock Casino, the Plaintiff advanced cash funds to the Defendant Wu, in the amount of \$150,000.00 (such cash advances are collectively referred to herein as the "Loan");

- e. At no time did the Plaintiff and the Defendant Wu ever discuss construction or renovations involving the Williams Road Property; and,
  - f. All of the funds advanced by the Plaintiff, to the Defendant Wu, were used for gambling activities by the Defendant.
5. In further response to the entire NCC, the Defendants state that:
- a. The Defendant Wu has paid interest to the Plaintiff in the amount of \$40,000.00 and such payment of interest amounts to interest charged by the Plaintiff, on the Loan, at the rate of 10% per month, or 120% per annum; and,
  - b. The rate of interest charged by the Plaintiff, amounts to a criminal rate of interest, is unconscionable, and is against public policy.
6. In response to Paragraphs 9 - 14 of the NCC, the Defendants deny that:
- a. the Plaintiff has any claim to or interest in the Williams Road Property; and,
  - b. any alleged loans made by the Plaintiff to the Defendant Wu created a claim to or interest in the Williams Road Property.
7. In further response to Paragraphs 9 - 14 of the NCC, the Defendants state that:
- a. Any alleged loans made to the Defendant Wu were unsecured loans, and were not connected in any way to the Williams Road Property and the attempt by the Plaintiff to attach these alleged loans to the Williams Road Property, is a fabrication by the Plaintiff; AND,
  - b. In or about April 17, 2015, on the demand of the Defendant CUI LI a one-half interest in and to the Williams Road Property, was transferred from the Defendant Wu to the Defendant CUI LI, in anticipation of the parties' separation and divorce.
8. Wherefore the Defendants ask that this Notice of Civil Claim be dismissed with costs and an order for the removal of that Certificate of Pending Litigation entered at the Land Title Office, under Registration Number CA4422190, against title to the Williams Road Property.



### Division 3 — Additional Facts

*[If additional material facts are relevant to the matters raised by the notice of civil claim, set out, in numbered paragraphs, a concise statement of those additional material facts.]*

1. The funds loaned to the Defendant Wu, by the Plaintiff, were loaned to the Defendant Wu, to enable the Defendant Wu to pursue gambling activities, and were not in any way connected to construction or renovations to the Williams Road Property.
2. Defendant Wu and the Defendant CUI LI are married to each other. There has been a breakdown of their marriage relationship.
3. In or about April 17, 2015, on the demand of the Defendant CUI LI a one-half interest in and to the Williams Road Property, was transferred from the Defendant Wu to the Defendant CUI LI, in anticipation of the parties' separation and divorce.

### Part 2: RESPONSE TO RELIEF SOUGHT

*[Indicate, for each paragraph in Part 2 of the notice of civil claim, whether the defendant(s) consent(s) to, oppose(s) or take(s) no position on the granting of that relief.]*

1. The defendant(s) consent(s) to the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

None, no relief consented to.

2. The defendant(s) oppose(s) the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

All relief opposed.

3. The defendant(s) take(s) no position on the granting of the relief sought in the following paragraphs of Part 2 of the notice of civil claim:

None, all relief opposed.

### Part 3: LEGAL BASIS

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the defendant(s) oppose(s) the relief sought by the plaintiff(s) and specify any rule or other enactment relied on. The legal bases for opposing the plaintiff's(s') relief may be set out in the alternative.]*

1. Except where admitted, the Defendants deny each and every allegation of fact contained in the Notice of Civil Claim, and the Plaintiff is put to the strict proof thereof.

2. Any alleged loans made to the Defendant Wu were unsecured loans, and were not connected in any way to the Williams Road Property and the attempt by the Plaintiff to attach these alleged loans to the Williams Road Property, is a fabrication by the Plaintiff.
3. If the Defendants are indebted to the Plaintiff, which is not admitted, the rates of interest charged by the Plaintiff on the indebtedness:
  - a. was not disclosed to the Defendants;
  - b. is a criminal rate of interest under Section 347 of the *Criminal Code (Canada)*; and,
  - c. is unconscionable and against public policy.

Defendant's(s') address for service:

[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]

#202 - 2232 West 41<sup>st</sup> Avenue, Vancouver, B.C. V6M 1Z8  
 Attention: William H. Lim

Fax number address for service (if any): 604 263-0880

Dated this 18th day of June, 2015.




---

Signature of William H. Lim  
 Lawyer for the Defendants

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

MAY 08 2017

Original Filed May 27, 2015  
Amended May 8, 2017 Pursuant to Rule 6-1(1)

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN



XIAO QI WEI

PLAINTIFF

AND:

HUA FENG

DEFENDANT

**AMENDED NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiaoqi Wei, is a housewife with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The occupation and address of the Defendant, Hua Feng, are unknown to the Plaintiff is a general manager and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
3. ~~The Defendant, Cheng Li, ("Li"), is a financial advisor and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.~~
4. ~~The Defendant Li is a relative of the Defendant Feng, and more particularly is an aunt of the Defendant Feng.~~
5. Yuqiang Canada Enterprises Co. Ltd. ("Yuqiang") is a company duly incorporated under the laws of the province of British Columbia and has a registered office at 9311 Glenacres Drive, Richmond, British Columbia, V7A 1Y6.
6. Jia Bao Feng is the Defendant Hua Feng's father.
7. At all material times, Jia Bao Feng was the sole director of Yuqiang.

### The Greenlees Road Loan

8. On or about April 2, 2015, the Plaintiff loaned the amount of \$1,000,000 (the "Greenlees Road Loan") to the Defendants Hua Feng on the following terms:
  - a. The Defendants Hua Feng must return the Greenlees Road Loan to the Plaintiff on or before May 2, 2015.
  - b. The Greenlees Road Loan was to be secured by the residential property located at 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 (the "Greenlees Rd. Property").
  - c. The Defendants Hua Feng must use the Greenlees Road Loan for the purposes of:
    - i. construction and renovation on the Greenlees Rd. Property; and
    - ii. purchase of materials incidental thereto.
9. Although the deadline of May 2, 2015 has come and passed, the Defendants Hua Feng ~~have~~ has refused or neglected to repay the Greenlees Road Loan to the Plaintiff.
10. At all material times, the The Greenlees Rd. Property is currently was registered under the joint names of ~~the Defendant~~ Cheng Li and Fang Liu, and has the following legal description:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

## The Yuqiang Loan

11. At all material times, Yuqiang was the registered owner of the following properties:

- a. #1010 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8

PID: 029-118-948

STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069

- b. #1015 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8

PID: 029-118-956

STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069

(hereinafter collectively referred to as the "Yuqiang Properties")

12. In or about April 2015, the Defendant Hua Feng represented to the Plaintiff that he had been given the authority to act on behalf of Yuqiang, and that such authority included the authority to enter into binding contracts, borrow money, and grant securities, among other things (the "Representation").

13. To support the Representation, the Defendant Hua Feng produced an enduring power of attorney (the "EPOA"), as well as Yuqiang's corporate minute book, to the Plaintiff.

14. The EPOA had been given by Jia Bao Feng to the Defendant Hua Feng.

15. The terms of the EPOA provided that the Defendant Hua Feng could do on behalf of Jia Bao Feng anything that Jia Bao Feng could lawfully do by an attorney.

16. On or about April 9, 2015, the Plaintiff and the Defendant Hua Feng, who was purporting to act on behalf of Yuqiang, entered into an agreement (the "Yuqiang Agreement") as follows:

- a. The Plaintiff would lend the amount of 220,000 CAD (the "Yuqiang Loan") to Yuqiang.
- b. Yuqiang would repay the Yuqiang Loan, together with interests, to the Plaintiff on or before May 9, 2015.
- c. Yuqiang would grant a mortgage over the Yuqiang Properties to the Plaintiff as security for the Yuqiang Loan.

17. As the Defendant Hua Feng purported to act on behalf of Yuqiang, the Plaintiff gave the Yuqiang Loan to the Defendant Hua Feng.

18. Pursuant to the terms of the Yuqiang Agreement, the Defendant Hua Feng purported to use the EPOA to sign a Form B Mortgage on behalf of Yuqiang to grant a mortgage (the "Yuqiang Mortgage") over the Yuqiang Properties to the Plaintiff.

19. Subsequently, the Plaintiff discovered that the Form B Mortgage could not be registered at the Land Title Office.
20. When Yuqiang did not repay the Yuqiang Loan to the Plaintiff, the Plaintiff commenced action against Yuqiang on June 29, 2015 (B.C.S.C. Vancouver Registry Action No. S155331; hereinafter referred to as the "Other Action").
21. The Other Action was dismissed by the court on December 15, 2015 on the ground, among others, that the Defendant Hua Feng's actions could not bind Yuqiang.
22. The Representation was a false representation or statement made by the Defendant Hua Feng; which was knowingly false; which was made with the intention to deceive the Plaintiff; and which materially induced the Plaintiff to act; and which caused the Plaintiff damages.
23. The Representation materially induced the Plaintiff to act, insofar as the Plaintiff was induced to enter into the Yuqiang Agreement, take the Yuqiang Mortgage, and give the Yuqiang Loan to the Defendant Hua Feng.
24. The Representation caused the Plaintiff damages, insofar as the Plaintiff was deprived of the Yuqiang Loan, as well as the expected benefits under the Yuqiang Loan and the Yuqiang Mortgage.
25. Further or in the alternative, there was a duty of care based on a "special relationship" between the Defendant Hua Feng and the Plaintiff; the Representation was untrue, inaccurate, or misleading; the Defendant Hua Feng acted negligently in making the Representation; the Plaintiff relied, in a reasonable manner, on the Representation; and the reliance was detrimental to the Plaintiff in the sense that damages resulted.
26. The "special relationship" between the Defendant Hua Feng and the Plaintiff was created by the Defendant Hua Feng and the Plaintiff's dealings regarding the Yuqiang Agreement, the Yuqiang Mortgage, and the Yuqiang Loan.
27. To date, the Defendant Hua Feng has not repaid the Yuqiang Loan to the Plaintiff.

#### The Saunders Road Loan

28. At all material times, the Defendant Hua Feng was the registered owner of the following property:  
  
9031 Saunders Road, Richmond, British Columbia, V7A 2A8  
  
PID: 004-124-570  
  
LOT 5 BLOCK "B" SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 15755  
  
(the "Saunders Road Property")
29. On or about April 9, 2015, the Plaintiff and the Defendant Hua Feng entered into an agreement (the "Saunders Road Agreement") as follows:

- a. The Plaintiff would lend the amount of 110,000 CAD (the "Saunders Road Loan") to the Defendant Hua Feng.
  - b. The Defendant Hua Feng would repay the Saunders Road Loan, together with interests, to the Plaintiff on or before May 9, 2015.
  - c. The Defendant Hua Feng would grant a mortgage over the Saunders Road Property to the Plaintiff as security for the Saunders Road Loan.
30. In accordance with the terms of the Saunders Road Agreement, the Defendant Hua Feng gave a mortgage over the Saunders Road Property to the Plaintiff, which mortgage (the "Saunders Road Mortgage") was registered at the Land Title Office under Registration No. CA4327706.
  31. Pursuant to an order of the court made November 25, 2015 (the "November 25, 2015 Order"), the Saunders Road Mortgage was cancelled pursuant to section 249(2) of the *Land Title Act*, RSBC 1996, c. 250, upon the payment into court of 125,000 CAD as security (the "Saunders Road Security").
  32. The November 25, 2015 Order provided that the Saunders Road Security would stand charged with the rights contained in the Saunders Road Mortgage, subject to the right of the Defendant Hua Feng to establish that the Saunders Road Mortgage was not valid and binding, or that it was not a valid charge as against the Saunders Road Property.
  33. To date, the Defendant Hua Feng has not repaid the Saunders Road Loan to the Plaintiff.

## **Part 2: RELIEF SOUGHT**

- ~~1. Certificate of Pending Litigation against the residential property with a civic address of 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 and legally described as:  
  
PID: 001-203-207  
  
LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383  
  
(the "Greenlees Rd. Property")~~
2. Judgment against the Defendants Hua Feng in the amount of \$1,000,000, together with interests, for the Greenlees Road Loan;
3. Judgment against the Defendant Hua Feng in the amount of \$220,000, together with interests, for the Yuqiang Loan;
4. Judgment against the Defendant Hua Feng in the amount of \$110,000, together with interests, for the Saunders Road Loan;
- ~~5. A declaration that the Defendant Li hold a one-half interest in the Greenlees Rd. Property in trust for the Plaintiff;~~
6. A declaration that the Defendants Hua Feng and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;

7. An order that the Saunders Road Security be paid to the Plaintiff;
8. An order or direction that any necessary inquiries or accounts be made or taken;
9. Contractual interests;
10. Interest pursuant to the *Court Order Interest Act*;
11. Costs, including special costs or increased costs; and
12. Such further and other relief as counsel may advise and this Honourable Court permit.

### **Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.
4. The Law of Mortgages.
5. ~~*Allan Chen et al. v. Inland Log Brokerage Ltd. et al.*, 1996 CanLII 3599 (BC SC) stands for the proposition that it is appropriate and proper to register a certificate of pending litigation against an entire parcel of land, even if the claimant's interest is only in a portion of the same land.~~

~~In the instant case, even though one of the two registered owners of the Greenlees Rd. Property is not a defendant, the Plaintiff has an interest in the Greenlees Rd. Property to the extent that the Defendant Li has an interest in the same property. For this reason, the Plaintiff is entitled to register a certificate of pending litigation against the Greenlees Rd. Property.~~

#### The Greenlees Road Loan

6. The Plaintiff claims the return of the Greenlees Road Loan, together with interests, on the basis of breach of contract, unjust enrichment, resulting trust, and money had and received.

#### The Saunders Road Loan

7. The Plaintiff claims the return of the Saunders Road Loan, together with interests, on the basis of breach of contract, unjust enrichment, resulting trust, and money had and received.

#### The Yuqiang Loan

8. The Plaintiff makes a claim of unjust enrichment against the Defendant Hua Feng. Unjust enrichment requires proof of: (i) an enrichment; (ii) a corresponding deprivation; and (iii) an absence of juridical reason for the enrichment.
9. The Plaintiff makes a claim of resulting trust against the Defendant Hua Feng, on the ground that the Yuqiang Loan had been gratuitously transferred to the Defendant Hua Feng, seeing as the Yuqiang Agreement is unenforceable against Yuqiang.



10. The Plaintiff makes a claim of money had and received against the Defendant Hua Feng, on the ground that there has been a total failure of consideration on the part of the Defendant Hua Feng.
11. The Plaintiff makes a claim of fraudulent misrepresentation against the Defendant Hua Feng. Fraudulent misrepresentation requires proof of: (i) a false representation or statement made by the defendant; (ii) which was knowingly false; (iii) which was made with the intention to deceive the plaintiff; (iv) and which materially induced the plaintiff to act; and (v) which caused the plaintiff damages; all of which are present here.
12. The Plaintiff makes a claim of negligent misrepresentation against the Defendant Hua Feng. Negligent misrepresentation requires proof of: (i) there was duty of care based on a "special relationship" between the defendant and the plaintiff; (ii) the representation in question was untrue, inaccurate, or misleading; (iii) the defendant acted negligently in making the misrepresentation; (iv) the plaintiff relied, in a reasonable manner, on the negligent misrepresentation; and (v) the reliance was detrimental to the plaintiff in the sense that damages resulted; all of which are present here.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

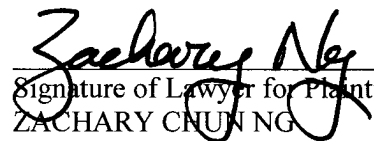
Fax number address for service: 604-608-3826

E-mail address for service: Zachary.Chun.Ng@hotmail.ca

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

Date: ~~May 24, 2015~~ May 8, 2017

  
\_\_\_\_\_  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*  
*Court Order Enforcement Act*



No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG & CHENG LI

DEFENDANT

22 JUN 15 15:14:58 RDSB 25.00  
**RESPONSE TO CIVIL CLAIM**

**Filed by:** Cheng Li ("Li")

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 - Defendants' Response to Facts**

1. The facts alleged in paragraph 1 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 2-6 of Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraphs N/A of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendants.

**Division 2 - Defendants' Version of Facts**

1. Li at no time ever agreed to borrow any money from the Plaintiff.
2. The Plaintiff never at any time loaned money to Li.
3. Li owes no money to the Plaintiff.
4. Li never entered into an agreement of loan as alleged by the Plaintiff and Li never agreed to secure lands owned by him for the alleged loan nor the lands that are described in the Notice of Civil Claim owned by Li.

5. Li at no time borrowed money from the Plaintiff to effect renovations and construction at the premises described in the Notice of Civil Claim. Hua Feng at no time borrowed money from the Plaintiff to effect renovations and construction at the premises described in the Notice of Civil Claim.
6. The Plaintiff did not loan money to Hua Feng and did not loan \$1,000,000.00 to Hua Feng.
7. Li is not the aunt of Hua Feng. Li is male and is not related in any way by blood affiliation to Hua Feng.
8. This action is in furtherance of an unlawful design and scheme to take monies from the defendant Hua Feng.
9. This action against Li is an abuse of process, is frivolous and vexatious.
10. The Plaintiff is well aware of the fact that she never lent any money to Li or the defendant Hua Feng.
11. The filing of the Certificate of Pending Litigation against the interest in lands of Li in this matter is improper, an abuse of process, is malicious and constitutes actionable slander of title.
12. Li entered into no trust agreement with the Plaintiff.

### **Division 3 - Additional Facts**

1. The existence of the CPL in this action registered as against the land of Li is causing hardship and inconvenience to Li and his wife who co-owns the lands with Li.
2. Li and his wife want to sell the house and lands that are affected by the Certificate of Pending Litigation.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendant Li consents to the granting of the relief sought in none of the paragraphs of Part 2 of the Notice of Civil Claim.
2. The Defendant Li opposes the granting of the relief sought in all of the paragraphs of Part 2 of the Notice of Civil Claim.
3. The Defendant Li takes no position on the granting of the relief sought in none of the paragraphs of Part 2 of the Notice of Civil Claim.

**Part 3: LEGAL BASIS**

1. Li is not liable in any way to the Plaintiff as he at no time borrowed money from the Plaintiff, let alone the alleged sum of \$1,000,000.00.
2. If the name of Li on a document upon which Li's name was printed is alleged to be Li's signature, it is a forgery and Li never agreed with the Plaintiff to borrow money or give security to the Plaintiff in his lands and Li did not affix his printed name or his signature upon the document and Li did not agree orally or in writing to borrow money from the Plaintiff.
3. This action is in furtherance of an unlawful scheme of the Plaintiff and others to unlawfully obtain money from Hua Feng.
4. This action should be dismissed on a Summary Trial application with Special Costs.
5. Alternatively if the action is not dismissed, the Certificate of Pending Litigation registered against the lands of Li should be released upon the giving of \$1.00 in security by Li, or alternatively the Plaintiff should post security of \$500,000.00 by paying same into Court to the credit of this action within fourteen days, failing which this action should stand dismissed and the Certificate of Pending Litigation shall thereafter be discharged.


Defendant's address for service:

Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, B.C. V6C 0A3

Fax number address for service (if any): n/a

E-mail address for service (if any): rmillar@fasken.com

Dated: June 22, 2015

  
\_\_\_\_\_  
Signature of Robert A. Millar  
Lawyer for Defendant Cheng Li

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any part at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

The Solicitors for the Defendant are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 2900 - 550 Burrard Street, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232. (Reference: Robert A. Millar/303671.00001)

**S=155331**

**JUN 9 9 2015**

No. \_\_\_\_\_  
Vancouver Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**XIAO QI WEI**

**PLAINTIFF**

AND:

**Yuqiang (Canada) Enterprises Co. Ltd.**

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

29 JUN 15 15:51:76 RISS  
21422 S155331

200.00

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiao Qi Wei, is a businesswoman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Yuqiang (Canada) Enterprises Co. Ltd., is a company duly incorporated pursuant to the laws of the Province of British Columbia with a registered office at 9311 Glenaces Dr., Richmond, British Columbia, V7A 1Y6.
3. At all material times, the Plaintiff acted through her husband and agent, Paul King Jin, who dealt with the Defendant and other persons on the Plaintiff's behalf.
4. At all material times, Jia Bao Feng also known as Jiabao Feng also known as JiaBao Feng ("Jia Bao Feng") was the sole director of the Defendant company.
5. At all material times, Hua Feng was the son of Jia Bao Feng.
6. At all material times, Hong Guo was a lawyer qualified to practise in the Province of British Columbia with a business address at #120 – 6068 No. 3 Road, Richmond, British Columbia, V6Y 4M7.
7. At all material times, the Defendant company was the registered owner of the following properties:
  - a. #1010 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
 PID: 029-118-948  
  
 STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069
  - b. #1015 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
 PID: 029-118-956  
  
 STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069  
  
 (hereinafter collectively referred to as the "Properties")
8. In or about April 2015, the Defendant company, for valuable consideration, agreed to give a legal mortgage to the Plaintiff over the Properties.
9. In order to provide Plaintiff with a registrable mortgage, the Defendant company executed a Form B Mortgage as follows:
  - a. Hong Guo was the witnessing officer.
  - b. Jia Bao Feng was the authorized signatory of the Defendant company.



- c. Hua Feng signed on behalf of Jia Bao Feng in his capacity as Jia Bao Feng's attorney pursuant to a General Power of Attorney granted October 11, 2014.
10. As a result of formal defects in the General Power of Attorney, or in the alternative in the Form B Mortgage, the Plaintiff was unable to register the Form B Mortgage on the Properties.
11. The Defendant company has breached its agreement with the Plaintiff by, *inter alia*, failing to provide the Plaintiff with a registrable mortgage.
12. The Plaintiff has made numerous attempts to reach the Defendant company, Jia Bao Feng, and Hua Feng; however, the Defendant company, Jia Bao Feng, and Hua Feng have not responded to date.
13. The Plaintiff is concerned that the Defendant company may use this opportunity to sell, encumber, or otherwise dispose of the Properties.

## **Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the following properties:

- a. #1010 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8

PID: 029-118-948

STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069

- b. #1015 – 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8

PID: 029-118-956

STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069

(hereinafter collectively referred to as the "Properties")

2. A Declaration that the Defendant hold the Properties in trust for the Plaintiff;
3. A Declaration that the Plaintiff hold an equitable mortgage over the Properties;
4. An Order that the Defendant shall not sell, encumber or otherwise dispose of the Properties;
5. An Order that the Defendant shall provide the Plaintiff with a legal mortgage in registrable form over the Properties;
6. Damages;
7. Costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

## **Part 3: LEGAL BASIS**

1. *Supreme Court Civil Rules.*
2. An equitable mortgage may be created, if the mortgagor has not executed an instrument sufficient to transfer the legal estate (*Lawrence Shumyla Construction Ltd. et al. v. Windfire Homes Ltd. et al.*, 1999 CanLII 5827 (BC SC)).
3. A contract was formed between the Plaintiff and the Defendant, when the Defendant agreed to give a legal mortgage in registrable form over the Properties to the Plaintiff. By failing to provide the Plaintiff with a registrable mortgage, the Defendant has breached the contract. Pursuant to s. 33 of the *Land Title Act*, R.S.B.C. 1996, c. 250, an equitable mortgage is not registrable. The Plaintiff seeks an order for specific performance, more particularly that the Defendant provide the Plaintiff with a registrable mortgage, as the only effective way to protect the Plaintiff's interests in the Properties.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: June 25, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*



This is the 1<sup>st</sup> Affidavit  
of Hua Feng in this case  
and was made on September 13, 2015

No. S155331  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

YUQIANG (CANADA) ENTERPRISES CO. LTD.

DEFENDANT

**AFFIDAVIT**

I, HUA FENG, care of 1720 - 355 Burrard Street, Vancouver, British Columbia, SWEAR  
THAT:

1. I am the son of Jia Bao Feng and as such have personal knowledge of the matters hereinafter referred to save and except where stated to be on information and belief and where so stated I verily believe same to be true.
2. I am not fluent in the English language. In swearing this affidavit it has been translated for me by Geok Poon prior to my signing this affidavit.
3. Attached as Exhibit "A" is a Notice of Civil Claim that was issued as against myself and Cheng Li in Action No. S154355 (the "Li Action"). Attached as Exhibit "B" is an affidavit that I swore in support of an application to release the Certificate of Pending Litigation filed by Xiao Qi Wei in the Li Action and for a Summary Trial application to dismiss the Li Action against Mr. Li. I affirm the contents of my affidavit sworn in the Li Action and incorporate the facts set out therein in this my affidavit.

4. When I swore the affidavit in the Li Action, this action against Yuqiang (Canada) Enterprises Co. Ltd. (the "Action") had not been commenced.

5. I have read the affidavit of Jia Bao Feng and the facts set out therein are true to the best of my knowledge, information and belief.

6. In paragraph 15 of my affidavit sworn in the Li Action, I was concerned about referring to facts that occurred after April 2, 2015 and those facts did not touch upon Mr. Li's applications. Events following April 2, 2015 do affect this Action and the following is a description of what took place following April 2, 2015.

7. On the April 2, 2015 Paul King Jin told me that I would have to attend at a lawyer's office to sign additional documents. I did not know what he meant by that, but I felt threatened by him and the men in his office so I said that I would go to the lawyer's office.

8. Before I went to the office of Hong Guo, Paul King Jin told me that I should bring with me the Power of Attorney granted by my father to me. I was not certain how it was that he knew of the Power of Attorney, but it must have been Hong Guo that told him about it as Hong Guo was the lawyer that prepared the Power of Attorney for my father. Paul King Jin told me that he had researched assets belonging to me and my father.

9. On April 9, 2015 I was escorted by three men who worked for Paul King Jin to the office of Hong Guo, and I was told to wait in a small meeting room. Paul King Jin then entered the room with a Chinese woman who introduced herself as the assistant to Hong Guo. I was then presented with documents for signature which included the Note and Mortgage to be granted by Yuqiang as defined in the affidavit of my father and exhibited thereto. I was only told that the documents related to a \$220,000.00 loan and a \$110,000.00 loan. The documents were not explained to me and I do not read English in such a way that I understood what the documents were. Hong Guo was at no time present in the meeting room when I signed the Note and Mortgage purportedly given by Yuqiang and the note and mortgage purportedly given by myself referred to in the following paragraph.

10. I was not told to obtain independent legal advice by anyone in Hong Guo's office despite the fact that Hong Guo had acted for my father in drafting and executing the Power of Attorney.

I was not asked whether I had the authority to sign the Note and the Mortgage on behalf of Yuqiang. I did not understand what the true effect of the signing of the documents was. They were not explained to me. In addition to the documents signed by me in relation to Yuqiang, I now understand that I signed a promissory note and mortgage in the amount of \$110,000.00 granted over my property on Saunders Road in Richmond B.C. Attached as Exhibit "C" is the \$110,000.00 Note and attached as Exhibit "D" is a copy of the \$110,000.00 Mortgage. I signed these documents and the Yuqiang documents only because of the threat of harm made to me, my mother and my daughter by Paul King Jin who was in the room when I signed them who was pestering me to pay him.

11. Prior to signing the purported Note and Mortgage on behalf of Yuqiang on April 9, 2015 I did not tell my father that I was asked to do so. My father had not given me any authority to sign documents or financial documents such as the Note or the Mortgage on behalf of Yuqiang. I was simply told by Paul King Jin that I had to sign the documents that were prepared by the lawyer. I did not tell Paul King Jin that I had authority of Yuqiang to sign the Note and Mortgage documents.

12. Prior to April 9, 2015 I had never signed a document for Yuqiang before, and to my knowledge only my father signed documents for Yuqiang.

13. When the documents were signed I was required to pay approximately \$2,400.00 in legal fees to Hong Guo's office but I was not given a receipt for this.


14. After I left the office of Hong Guo, Paul King Jin made repeated demands of me to pay the \$1,330,000.00 referred to in paragraph 13 of my affidavit sworn in the Li Action. I became increasingly concerned and in the latter part of April of 2015, this matter was reported to the Richmond RCMP and I have had to take steps to protect my mother and daughter and myself. I continue to feel highly concerned about the threats made by Mr. Paul King Jin to me.

15. My father came to Richmond at the beginning of May 2015 and I understand that he met with Mr. Paul King Jin on or about May 4, 2015 and my father reported to me that Paul King Jin had threatened our family during that conversation.


16. I do not owe Paul King Jin any money and I do not owe the Plaintiff in this Action any money. Despite demands for proof of such indebtedness being made by Mr. Millar, no evidence of such claimed indebtedness has been provided by the Plaintiff.

17. I make this affidavit in support of an Order to release the CPL's filed as against the lands of Yuqiang and for an Order dismissing this Action as against Yuqiang.

SWORN BEFORE ME at Vancouver, )  
British Columbia, on September 10, )  
2015. )

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for )  
British )

ROBERT MILLAR  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 4928

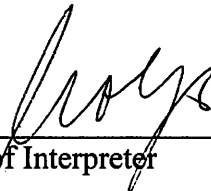
  
\_\_\_\_\_  
HUA FENG

## ENDORSEMENT OF INTERPRETER

I, Geok Poon, of 4925 Victory Street, Burnaby, British Columbia, certify that:

1. I am an Accredited Court Interpreter for the written language of Chinese, and the spoken language of Cantonese and Mandarin, and both written and spoken English and I am competent to interpret from one to the other.
2. I am advised by the person swearing the Affidavit and believe that the person swearing the Affidavit understands the Chinese language.
3. Before the Affidavit on which this appears was made by the person swearing the Affidavit I correctly interpreted it for the person swearing the Affidavit from the English language into the Chinese language and the person swearing the Affidavit appeared to fully understand the contents.

September 18, 2015  
Dated

  
\_\_\_\_\_  
Signature of Interpreter



TAB A



This is Exhibit A referred to in the  
affidavit of H. B. Fern  
made before me on this 13  
day of Sept 20 15

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

A Commissioner for taking  
Affidavits for British Columbia

SE 154355

No. \_\_\_\_\_  
Vancouver Registry

MAY 27 2015

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG  
CHENG LI

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



### Claim of the Plaintiff

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiaoqi Wei, is a housewife with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Hua Feng, ("Feng"), is a general manager and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
3. The Defendant, Cheng Li, ("Li"), is a financial advisor and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
4. The Defendant Li is a relative of the Defendant Feng, and more particularly is an aunt of the Defendant Feng.
5. On or about April 2, 2015, the Plaintiff loaned the amount of \$1,000,000 (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 2, 2015.
  - b. The Loan was to be secured by the residential property located at 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 (the "Greenlees Rd. Property").
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the Greenlees Rd. Property; and
    - ii. purchase of materials incidental thereto.
6. Although the deadline of May 2, 2015 has come and passed, the Defendants have refused or neglected to repay the Loan to the Plaintiff.
7. The Greenlees Rd. Property is currently registered under the joint names of the Defendant Li and Fang Liu, and has the following legal description:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

#### Part 2: RELIEF SOUGHT

1. Certificate of Pending Litigation against the residential property with a civic address of 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 and legally described as:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

(the "Greenlees Rd. Property")

2. Judgment against the Defendants in the amount of \$1,000,000;
3. A declaration that the Defendant Li hold a one-half interest in the Greenlees Rd. Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.
4. *Allan Chen et al. v. Inland Log Brokerage Ltd. et al.*, 1996 CanLII 3599 (BC SC) stands for the proposition that it is appropriate and proper to register a certificate of pending litigation against an entire parcel of land, even if the claimant's interest is only in a portion of the same land.

In the instant case, even though one of the two registered owners of the Greenlees Rd. Property is not a defendant, the Plaintiff has an interest in the Greenlees Rd. Property to the extent that the Defendant Li has an interest in the same property. For this reason, the Plaintiff is entitled to register a certificate of pending litigation against the Greenlees Rd. Property.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: May 24, 2015

  
Signature of Lawyer for Plaintiff

ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*  
*Court Order Enforcement Act*

TAB B





This is the 1<sup>st</sup> Affidavit  
of Hua Feng in this case  
and was made on June 22, 2015

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

This is Exhibit B referred to in the  
affidavit of 1720 86th  
made before me on this 19  
day of SEAS. 2015

PLAINTIFF

AND:

HUA FENG & CHENG LI

A Commissioner for taking  
Affidavits for British Columbia

DEFENDANT

**AFFIDAVIT**

I, Hua Feng, care of 1720 - 355 Burrard Street, Vancouver, British Columbia, SWEAR  
THAT:

1. I am a Defendant in the within action and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. I am not fluent in the English language. In swearing this affidavit it has been translated for me by Geok Poon prior to my signing this affidavit.
3. I swear this affidavit in support of a Summary Trial application to be made by Cheng Li to have this action dismissed as against him and to have the Certificate of Pending Litigation filed against Mr. Li's lands discharged. I have had translated for me the affidavit sworn by Cheng Li on June 22, 2015, and that to the best of my knowledge and belief that facts set out within the Cheng Li affidavit are true.



4. For reasons set out in this affidavit I have concerns about participating and giving evidence in this action.

5. In response to the Notice of Civil Claim filed herein I say that I at no time agreed to borrow any money from the Plaintiff.

6. I do not know who the Plaintiff is and to my knowledge I have never met the Plaintiff.

7. The defendant Cheng Li is not my "aunt". Mr. Li is a man. Mr. Li has no blood relationship with me, he is not my uncle and I have had no involvement with Mr. Li other than Mr. Li is the landlord of the premises located at 9840 Greenlees Road, Richmond B.C. (the "Greenlees Lands") which was rented by my father for our family to live in.

8. I at no time received any advances of money from the Plaintiff and I did not receive the sum of \$1,000,000.00 from the Plaintiff.

9. I at no time contemplated carrying out construction and renovation to the Greenlees Lands. I at no time had dealings with Mr. Li in relation to carrying out construction or renovations upon the Lands.

10. Attached as Exhibit "A" hereto is a document written partially in English and partially written in Chinese characters. Attached as Exhibit "B" is an English translation of Exhibit "A" which I am informed was done by Geok Poon.

11. I printed my name on the bottom of Exhibit "A". I also printed the name of "Cheng Li" on the bottom of Exhibit "A". I had no authority from Cheng Li to print his name on the bottom of Exhibit "A" and Mr. Li had no knowledge that I printed his name on the bottom of Exhibit "A". I at no time had discussions or dealings with Mr. Li before April 2, 2015 in relation to Exhibit "A" and I did not tell him that I had printed his name on this document until our discussion and meeting on June 12 and 15, 2015.

12. The reason I printed the name Cheng Li on the bottom of Exhibit "A" was because I was compelled to do so out of fear for the personal safety of myself, my daughter and my mother caused by statements made to me by Paul King Jin.

13. The circumstances surrounding the execution of Exhibit "A" on April 2, 2015 are as follows. It was not until April 2, 2015 that Jin stated to me that I owed him more than \$1,330,000.00 in relation to a proposed internet gambling site transaction that was never carried out. I denied that I owe Mr. Jin anything. Mr. Jin pressed me and made statements to me that caused me great fear and concern over my safety and that of my daughter and my mother. Mr. Jin called me and told me that I had to attend in his office. When I attended at his office, there were four other men present in the room who were not introduced to me and were unknown to me and who I thought were "bouncers" or security persons for Mr. Jin which caused me to be fearful. Mr. Jin stated to me that I owed him \$1,330,000.00. He presented a copy of Exhibit "A" to me and he told me that I had to sign it. I did not owe Mr. Jin \$1,330,000.00, but in the circumstances I felt that I had no choice but to sign it. I told Mr. Jin that Cheng Li had nothing to do with me and that my father and I were only tenants at the Greenlees Lands and that we did not own the Greenlees Lands. Mr. Jin said that I should sign the document for Cheng Li and so I did, again because I was concerned about my safety. When Mr. Jin told me to sign the document after I told him that Cheng Li had nothing to do with this matter, Mr. Jin stated, "Just sign the document, you need not be concerned about it".

14. During the meeting there was no other discussion about Cheng Li. Mr. Jin did not tell me who Xiao Qi Wei was and I do not know who she is. I was not about to ask any questions because of my fears. Mr. Jin then told me that I was to later meet him at a lawyer's office on April 9, 2015 and that more documents would be signed acknowledging debt and more security was to be given in relation to assets that Mr. Jin had become aware of. I do not make reference to those additional dealings in this affidavit as they do not relate to the involvement of Cheng Li, but they were of great concern to me.

15. Following the April 2, 2015 meeting at Mr. Jin's office and the April 9, 2015 meeting at the lawyer's office, Mr. Jin continued to press me for payment of monies that I did not owe him. Various events occurred during this time which I prefer not to discuss at this time as they do not relate to the application of Mr. Li for the Summary Trial.

16. As to matters related to Cheng Li, in late May and early June of 2015, my father, who was in China for most of that time, and I agreed that we should move our family out of the Greenlees Lands out of concerns for our safety. On June 12, 2015 I obtained legal advice and I

then called Mr. Cheng Li and I explained to him for the first time what had occurred in relation to Exhibit "A". Mr. Li and I met the lawyer appointed for Mr. Li on Monday June 15, 2015 at which time I gave Cheng Li two unopened letters sent to Cheng Li and his wife addressed to the Greenlees Lands address received from the Land Title Office which I believe contained notices that a Certificate of Pending Litigation had been filed against the Greenlees Lands with copies of the Notice of Civil Claim in this action.

17. I have apologized to Mr. Li for printing his name on Exhibit "A". Mr. Li has had no involvement in my affairs or the matters between Mr. Jin and myself. I received no loan monies from the Plaintiff and the statements in Exhibit "A" are not correct or accurate as to what has taken place and the statements within the Notice of Civil Claim are not correct or accurate.

18. I have no interest in the Greenlees Lands whatsoever. I had no authority or power to grant a charge, mortgage or security interest in the Greenlees Lands. Mr. Li had no knowledge whatsoever that I was asked to sign Exhibit "A" and he gave me no authority to sign it.

19. In or about December of 2014, I wanted to do currency conversions to bring funds out of China to acquire some real estate in the Lower Mainland. Mr. Jin offered favourable currency exchange rates for Canadian and Chinese RMB currency and I exchanged funds with him so as to obtain Canadian currency. These exchange transactions were completed to my satisfaction.

20. In January of 2015 Mr. Jin called me and asked me whether I wanted to be involved in a business project with him that involved online gambling. Mr. Jin did not provide a detailed explanation as to what the business was and we never exchanged any documents outlining the business. Mr. Jin sated to me that the business profits were earned through "rebates of chips".


21. Nothing much happened in relation to this business project other than Mr. Jin said to me that I could use an online gaming account that he had set up. He said to me that it did not matter if I won or lost and it was my understanding that the betting did not involve money, but rather it was just a "game" site. I was given an account number and a password by Mr. Jin and I used the account from time to time. The account never showed whether I won or lost money and it is my understanding that the site was one that did not actually transact monetary bets. In any event I never received any monies or proceeds from this account and it was not indicated to me that there were any monetary losses in the account.

22. Mr. Jin then approached me and stated that the business project was not what he understood it to be and that no rebates would be payable and that the project would not proceed. Mr. Jin stated, however, that I owed him \$1,330,000.00 in relation to the project. I disputed this, but Mr. Jin persisted and his demands lead up to the April 2, 2015 meeting described above.

23. Cheng Li had no involvement whatsoever in the project described to me in January of 2015 or the use of the online account given to me by Mr. Jin.

24. Cheng Li does not owe any money to the Plaintiff and to my knowledge neither he nor I ever received any money from the Plaintiff. Mr. Li and I at no time planned to renovations or construction on the Greenlees Lands. Again I am sorry that I printed the name "Cheng Li" on Exhibit "A", but I was wrongly compelled to do so.

SWORN BEFORE ME at Vancouver,  
British Columbia, on June 22, 2015.

  
A Commissioner for taking Affidavits for  
British

  
HUA FENG

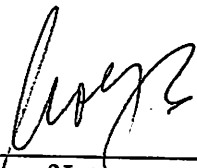
KEN WEST LAKE  
BAMISTER & SOLICITOR.  
1720- 355 BURNARD ST  
VANCOUVER, B.C.  
V6C 2G8.

**ENDORSEMENT OF INTERPRETER**

I, Geok Poon, of 4925 Victory Street, Burnaby, British Columbia, certify that:

1. I am an Accredited Court Interpreter for the written language of Chinese, and the spoken language of Cantonese and Mandarin, and both written and spoken English and I am competent to interpret from one to the other.
2. I am advised by the person swearing the Affidavit and believe that the person swearing the Affidavit understands the Chinese language.
3. Before the Affidavit on which this appears was made by the person swearing the Affidavit I correctly interpreted it for the person swearing the Affidavit from the English language into the Chinese language and the person swearing the Affidavit appeared to fully understand the contents.

June 22, 2015  
Dated

  
\_\_\_\_\_  
Signature of Interpreter

## 借 据

HUA FENG & CHENG LI 于 2015 年 4 月 2 日借到  
XIAO QI WEI 加币 100 万元整, 须在 2015 年 5 月  
2 日前还款, 并将地址 9840 Greenlees Rd  
Richmond B.C. V7A 1V1 的房屋作担保。借到的款  
项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity  
of obtaining independent legal advice before signing  
this Promissory Note. These borrow money for the  
real estate expansion and decoration. And for the  
purchase of all decoration materials used.

立字此据

借款人: FENG HUA, CHENG LI

2015 年 4 月 2 日星期四

This is Exhibit "A" referred to in the  
affidavit of Hua Feng  
made before me on this 22<sup>nd</sup>  
day of June 20 15  
A Commissioner for taking  
Affidavits for British Columbia

## Promissory Note

HUA FENG & CHENG LI borrowed one million Canadian Dollars from XIAO QI WEI on April 2, 2015, which has to be repaid before May 2, 2015, and it's guaranteed by the property at 9840 Greenless Rd Richmond B.C. V7A 1V1. The sum borrowed shall be used for the purchase of material as well as both internal and external renovation purposes.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

This Note written for

Debtor: FENG HUA, CHENG LI

April 2, 2015 Thursday

This is Exhibit "B" referred to in the  
affidavit of Hua Feng  
made before me on this 22nd  
day of June 2015  
[Signature]  
A Commissioner for taking  
Affidavits for British Columbia

TAB C



PROMISSORY NOTE

\$110,000.00 Canadian Dollars

Dated: April 9, 2015

FOR VALUE RECEIVED, HUA FENG (the "Borrower") promises to pay to or to the order of PAUL KING JIN (the "Lender"), on or prior to May 9, 2015 (the "Term"), the principal amount of \$110,000.00 (the "Principal Amount") together with interest at the rate of 5.00 % per month and as security for the payment of the Principal Amount and interest agrees to grant a mortgage in favour of the Lender (the "Lender's Security") over real property having a legal description as follows:

PID: 004-124-570,  
Lot 5 Block "B" Section 27 Block 4 North Range 6 West New Westminster District Plan 15755,  
9031 Saunders Road, Richmond, BC V7A 2A8  
(the "Property")

In the event that the Borrower is in default under the Lender's Security or fails to pay on the Due Date the Principal Amount then outstanding together with interest, the Borrower will be in default and, in addition to any rights or remedies of the Lender under the Lender's Security or at law, the unpaid balance of the Principal Amount together with all interest accrued shall become immediately due and payable without notice or demand.

Any and all payments to be made pursuant to this Promissory Note and the Lender's Security shall be made without deduction, set-off or counterclaim of any sort whatsoever.

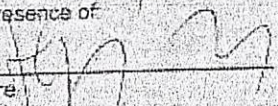
Presentment, protest, notice of protest and notice of dishonour are hereby waived.

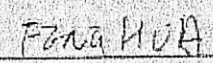
The Borrower may prepay the whole or any part of the Principal Amount prior to the Due Date without notice, bonus or penalty.

This Note is governed by and construed according to the laws of British Columbia and Canada.

This Note is a negotiable instrument.

SIGNED, SEALED AND  
DELIVERED on April 7, 2015  
in the presence of

Signature:	
Print Name	Hong Guo
	Barrister & Solicitor
Address	120-6069 No 3 Road
	Richmond B.C. V6Y 4M7
Occupation	Tel: 778-297-6560 / Fax: 778-297-6561

  
HUA FENG

This is Exhibit C referred to in the  
affidavit of HUA FENG  
made before me on this 13  
day of SEP 20 15

  
A Commissioner for taking  
Affidavits for British Columbia



TAB D

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Apr-09-2015 17:17:07.001

CA4327706

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: cn=CA, ou=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.luticert.com/LKUP.cfm?  
id=DZUGZ4  
Date: 2015.04.09 17:13:08 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150408-Feng  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[Legal description]

004-124-570

LOT 5 BLOCK "B" SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT PLAN 15755

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

HUA FENG, GENERAL MANAGER

9840 GREENLEES ROAD  
RICHMOND

V7A 1V1

BRITISH COLUMBIA  
CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSINESSMAN

#103-4411 No. 3 Road  
Richmond  
Canada

British Columbia  
V6X 2C3

This is Exhibit referred to in the  
affidavit of 17th Feb 15  
made before me on this 1st  
day of Sept 2015  
A Commissioner for taking  
Affidavits for British Columbia

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$110,000.00	(b) Interest Rate: 5% per month	(c) Interest Adjustment Date:	Y 15	M 04	D 09
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 9th day of each months	(f) First Payment Date:	15	05	09
(g) Amount of each periodic payment: \$5,500.00	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date:	15	05	09
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:	15	05	09

**MORTGAGE - PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?

YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?

YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒(b) Filed Standard Mortgage Terms ☐(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4083565 by Canadian Imperial Bank of Commerce

Mortgage CA4130244 by Amarjit Singh Garcha and 0663466 B.C. Ltd.

Assignment of Rents CA4130245 by Amarjit Singh Garcha and 0663466 B.C. Ltd.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister &amp; Solicitor

#120-6068 No. 3 Road

Richmond, BC V6Y 4M7

Tel: 778-297-6560

Execution Date

Y	M	D
15	04	09

Borrower(s) Signature(s)

Hua Feng

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Land Title Act  
Form E

SCHEDULE

Page 3 of 3 pages

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**10. ADDITIONAL OR MODIFIED TERMS:**

- 10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.
- 10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.
- 10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.
- 10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.
- 10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.

**END OF DOCUMENT**



This is the 1<sup>st</sup> Affidavit  
of Jia Bao Feng in this case  
and was made on September 18, 2015

No. S155331  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

YUQIANG (CANADA) ENTERPRISES CO. LTD.

DEFENDANT

**AFFIDAVIT**

I, JIA BAO FENG, care of 1720 - 355 Burrard Street, Vancouver, British Columbia,  
SWEAR, THAT:

1. I am the sole director of Yuqiang (Canada) Enterprises Co. Ltd. ("Yuqiang") and as such have personal knowledge of the matters hereafter deposed by me except where stated to be on information and belief I verily believe same to be true. I am normally resident in the People's Republic of China.
2. I have limited ability to converse in the English language and as such the content of this affidavit has been translated for me.
3. I have reviewed the Notice of Civil Claim filed in this action with the assistance of the translator, Geok Poon, who has translated this affidavit for me.
4. I swear this affidavit in support of an application to release and discharge the Certificate of Pending Litigation ("CPL") filed under No. CA4504307 and No. CA 4504308 as against two strata lots owned by Yuqiang with the legal descriptions of Strata Lot 12 Section 33 Block 5

North Range 6 West New Westminster District Strata Plan EPS1069 ("SL 12") and Strata Lot 13 Section 33 Block 5 North Range 6 West New Westminster District Strata Plan EPS1069 ("SL 13") and for a Summary Trial judgment dismissing this action with special costs of the action payable by the Plaintiff and Paul Kin Jin jointly and severally.

5. Attached hereto as Exhibit "A" and "B" respectively are copies of the CPL's registered as against SL 12 and SL 13.

6. Attached as Exhibits "C" and "D" are title searches for SL 12 and SL 13.

7. Attached as Exhibit "E" is a copy of a Form 17 with attached Power of Attorney granted by me personally appointing my son, Hua Feng, as Attorney for me which was executed by me on October 14, 2011 before Hong Guo that was registered in the Land Title Office by Hong Guo on April 9, 2015 under No. CA4327704.

8. Hong Guo was acting as my solicitor in preparing this Power of Attorney for me. It is my belief that I paid Hong Guo professional fees in relation to such services. Yuqiang did not exist as a corporation at the time the Power of Attorney was signed.

9. Attached as Exhibit "F" is a copy of a corporate search of Yuqiang indicating that I am the sole director of Yuqiang and that the date of incorporation or recognition of Yuqiang was November 23, 2012

10. Yuqiang purchased SL 12 and SL 13 on or about August 8, 2013.

11. Attached as Exhibit "G" is an alleged Promissory Note (the "Note") dated April 9, 2015 payable to Paul King Jin purportedly given by Yuqiang by its authorized signatory, which was alleged to be me, signed by my "Attorney" Hua Feng. Hong Guo witnessed the signature of Hua Feng. The Note is in the amount of \$220,000.00 and purports to bear interest at the rate of 5% per month.

12. Attached as Exhibit "H" is an alleged Mortgage (the "Mortgage") dated April 9, 2015 allegedly granted by Yuqiang to Paul Kin Jin securing \$220,000.00 with interest at the rate of 5% per month which was registered as against SL 12 and SL 13 on April 9, 2015 under No.

CA4327723. The Mortgage was purportedly executed by Yuqiang, by me, by my Attorney Hua Feng on April 9, 2015.

13. It is my belief that the Note and the Mortgage each stipulate a rate of interest that would be described as a "criminal rate of interest" pursuant to S. 347(1) of the Criminal Code of Canada as being in excess of 60% per annum.

14. Attached as Exhibit "I" hereto is a Notice of Civil Claim issued by Hong Guo on behalf of Paul King Jin on September 10, 2013. It is my belief based on this document that Paul King Jin is a client of Hong Guo.

15. Attached as Exhibit "J" is a copy of a Notice of Civil Claim issued by the Plaintiff as against Hua Feng and Cheng Li in action No. S154355 (the "Li Action") in respect of a Promissory Note allegedly granted by them to the Plaintiff.

16. Attached as Exhibit "K" is a copy of the affidavit of Geok Poon sworn in the Li Action which attaches the alleged Promissory Note granted in the Li Action. I am informed by Robert Millar that in the Li Action, the Plaintiff caused a Certificate of Pending Litigation to be filed against certain lands owned by Cheng Li, that Mr. Millar obtained an Order discharging the CPL filed against Mr. Li's lands and before he could make application for a Summary Trial order as against the Plaintiff, the Plaintiff discontinued the Li Action. I am further informed by Mr. Millar that subsequent to the discontinuance of the Li Action he obtained an Order as to Special Costs as against the Plaintiff in favour of Li for the entire Li Action, which are to be assessed on October 26, 2015 and which amount to approximately \$35,000.00 in claimed costs, disbursements and taxes as at this time.

17. Attached as Exhibit "L" is an extract of the reasons for judgment of Mr. Justice Rogers dated July 7, 2015. Attached as Exhibit "M" is a copy of the Order of Mr. Justice Rogers of July 7, 2015 discharging the CPL as against Li's lands.

18. Attached as Exhibit "N" is a copy of the Reasons for Judgment of Mr. Justice Cullen dated August 20, 2015 and attached as Exhibit "O" is a copy of the Order of Mr. Justice Cullen dated August 20, 2015 wherein he awarded special costs of the Li Action as against the Plaintiff.



19. Prior to about the end of April of 2015 I had no idea who the Plaintiff was and I had no idea who Paul King Jin was. Neither myself nor Yuqiang had ever dealt with them before that time.

20. Before April 9, 2015, on April 9, 2015 and immediately following that date, I had no knowledge of the transactions referred to in the Li Action, the transaction involving the Note allegedly given by Yuqiang or the Mortgage allegedly granted by Yuqiang.

21. At no time did either I, or Yuqiang, authorize the grant of the Note or the Mortgage.

22. At no time did Yuqiang receive any "value" or consideration for the grant of the Note and the Mortgage from the Plaintiff, Paul King Jin or anyone else.

23. Yuqiang at no time appointed an "Attorney" to act for it. As the sole director of Yuqiang I was the only person that could authorize or transact business on behalf of Yuqiang.

24. At no time did either I in my personal capacity, in my capacity as a director of Yuqiang, nor did Yuqiang grant any authority or power to Hua Feng to grant the Note or the Mortgage. The Note and the Mortgage allegedly given were given without any authority or power from Yuqiang.

25. No one advised me, and in particular Hong Guo did not advise me, that the Note and Mortgage transactions were contemplated or being carried out. Hong Guo did not tell me that she was going to use the Power of Attorney that I personally granted to my son Hua Feng as a basis to empower Yuqiang to grant the Note and the Mortgage. Had I been so advised, I would not have permitted Yuqiang to grant the Note and the Mortgage and I would not have authorized the use of the Power of Attorney by Hong Guo to effect those transactions.

26. Yuqiang did not appoint any Attorney to act for it. As such it is my belief that the alleged grant of the Note and Mortgage by Yuqiang is invalid and without effect and that the Note and the Mortgage are not binding or enforceable as against Yuqiang. At no time did I intend that the Power of Attorney would be capable of use on behalf of Yuqiang or that it could be used to bind Yuqiang.

27. I at no time authorized Hong Guo to use the Power of Attorney for any purpose associated with Yuqiang. Yuqiang was incorporated after the grant of the Power of Attorney was executed.

28. The purpose of the Power of Attorney when I signed it in 2011 was to enable Hua Feng to use it to effect the transfer of a house that I owned personally at 8426 Francis Road (the "Francis Road Property") should I not be in Canada at the time of sale. Attached as Exhibits "P" and "Q" respectively are copies of the title to the Francis Road Property when I was the registered owner from November of 2009 until in or about January of 2015 when it was sold. The Power of Attorney was not required for the sale of the Francis Road Property as I was able to execute the conveyancing documents in Canada when the Francis Road Property was sold.

29. I was informed in the late part of April, and I believe that it was on April 29, 2015, by officer Chan of the Richmond RCMP to come to Vancouver as there were problems involving threats to my son and his daughter that were related to the alleged loans by the Plaintiff to my son that are described by Hua Feng in an affidavit that he filed in the Li Action. I immediately came to Richmond B.C. in early May of 2015 and met with Paul King Jin for the very first time on May 4, 2015. He made demands on me and that I should pay the debts that were alleged to be owed by Hua Feng to him. It is a custom in China that a father will pay the debts of his son if he is able to. I demanded that Paul King Jin provide me with proof of the amounts claimed and Paul King Jin could show me no proof or evidence that Hua Feng owed him anything. In the absence of any evidence of debt owed by my son to him, I stated that I would not pay anything to Paul King Jin or the Plaintiff. It is my belief that the Note and Mortgage were intended to record a part of the balance of the debt alleged to be owed by Hua Feng to Jin or the Plaintiff.

30. I left Richmond for China on May 6, 2015. At this time I was not aware of the Note or the Mortgage as against SL 12 and SL 13 and did not become aware of this action until in or about July of 2015.

31. When I was in China I received what I would describe as a threat from Paul King Jin, being a newspaper article attached as Exhibit "R", wherein Paul King Jin suggested that it would be better to pay him so as not to have the result described in the newspaper article which was the death of someone. The article is in Chinese and reports that a 42 year old Chinese man from

Richmond was gunned down in the parking lot of a Sikh Temple in Richmond east. Witnesses, the article says reported 20 gunshot wounds on the man's face, arms and chest.

32. My son and I are deeply concerned about the threats made to us by Paul King Jin and we are deeply concerned about our personal safety and the safety of my son's daughter.

33. It is my intention in the circumstances to sell SL 12 and SL 13, however, the existence of the CPL's makes it impossible for us to sell these units and as such Yuqiang is suffering hardship and inconvenience in not being able to sell the strata lots. In the result I am also suffering hardship and inconvenience as I wish to dispose of my investment in the strata lots through their sale and return to me of my invested cash and to discharge the mortgage in favour of the CIBC registered against the titles to the strata lots.

34. I have been informed by Robert Millar that the Land Title Office declined to register the Mortgage against the strata lots due to a defect in the registration process associated with the form of the Power of Attorney, however, Mr. Millar has not been able to obtain the notice declining to register the Mortgage, however, he expects that Hong Guo has a copy of it.


35. I have since revoked the Power of Attorney and it is my belief that it is no longer effective.

36. As such I respectfully request that the CPL's be ordered to be discharged and released on the provision of \$1.00 as security. As set out above, Yuqiang received nothing from the Plaintiff or Paul King Jin in exchange for the grant of the Note and the Mortgage. Yuqiang owes nothing to the Plaintiff or Paul King Jin, but rather Paul King Jin is trying to extract money from Yuqiang, myself and from Hua Feng in circumstances where Hua Feng owes nothing to the Plaintiff.

37. This action is an abuse of process and is an improper attempt to force me to settle alleged debts of my son for which no proof has ever been given to me or to Mr. Millar. Attached as Exhibit "S" is a demand issued by Mr. Millar to counsel for the Plaintiff. To date no evidence has ever been provided to Mr. Millar or me that any debt exists and clearly Yuqiang received no value or consideration from the Plaintiff or Paul King Jin.

38. I respectfully request of this honorable court that in addition to the release of the CPL's that this action be dismissed with special costs so that I may cause Yuqiang to be able to sell the strata lots.

SWORN, BEFORE ME at Vancouver, )  
British Columbia, on the 18<sup>th</sup> day of )  
September, 2015 )  
)  
)  
)  
)  
)  
)

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for )  
British Columbia )



\_\_\_\_\_  
JIA BAO FENG

**ROBERT MILLAR**  
Barrister & Solicitor  
**Fasken Martineau DuMoulin LLP**  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 4928

## ENDORSEMENT OF INTERPRETER

I, Geok Poon, of 4925 Victory Street, Burnaby, British Columbia, certify that:

1. I am an Accredited Court Interpreter for the written language of Chinese, and the spoken language of Cantonese and Mandarin, and both written and spoken English and I am competent to interpret from one to the other.
2. I am advised by the person swearing the Affidavit and believe that the person swearing the Affidavit understands the Chinese language.
3. Before the Affidavit on which this appears was made by the person swearing the Affidavit I correctly interpreted it for the person swearing the Affidavit from the English language into the Chinese language and the person swearing the Affidavit appeared to fully understand the contents.

September 18 2015  
Dated

  
\_\_\_\_\_  
Signature of Interpreter

TAB A

NEW WESTMINSTER LAND TITLE OFFICE  
 LAND TITLE ACT BRITISH COLUMBIA  
 FORM 17 CHARGE, NOTATION OR FILING Jun-30-2015 12:47:43.001  
 LAND TITLE AND SURVEY AUTHORITY

CA4504307

PAGE 1 OF 9 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application.
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Zachary Chun  
 Ng N9KJEP

Digitally signed by Zachary Chun Ng  
 N9KJEP  
 DN: c=CA, cn=Zachary Chun Ng  
 N9KJEP, o=Lawyer, ou=Verify ID at  
 www.juricourt.com.LKUP.cfm?  
 id=N9KJEP  
 Date: 2015.06.30 12:02:41 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Zachary Chun Ng

4438 West 10th Avenue, Suite 913

Phone: 778-386-0001

Fax: 604-608-3826

Vancouver

BC V6R 4R8

Document Fees: \$32.23

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [legal description]

029-118-948

STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
 WESTMINSTER DISTRICT STRATA PLAN EPS1069

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**CERTIFICATE OF PENDING LITIGATION**

## ADDITIONAL INFORMATION:

British Columbia Supreme Court Vancouver Registry Action No. S-155331

Notice of Civil Claim filed June 29, 2015

Certificate of Pending Litigation filed June 29, 2015

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

This is Exhibit A referred to in the  
 affidavit of J. C. S. & C. W. U.  
 made before me on the 13  
 day of SEP 15  
 A Commissioner for taking  
 Affidavits for British Columbia

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**XIAO QI WEI, HOUSEWIFE**

C/O 4438 WEST 10TH AVENUE, SUITE 913

VANCOUVER

V6R 4R8

BRITISH COLUMBIA

CANADA

Land Title Act  
Form 31  
(Section 215(1))

NATURE OF INTEREST: CHARGE: CERTIFICATE OF PENDING LITIGATION

HEREWITH FEE OF: \$40.00

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

PID: 029-118-948

STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS1069

Address of person entitled to register this certificate of pending litigation:

c/o 4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, British Columbia V6R 4R8

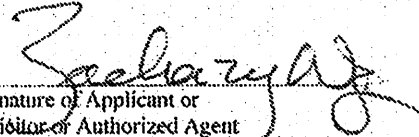
Full name, address, telephone number of person presenting application:

Zachary Chun Ng  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, British Columbia V6R 4R8  
Telephone: 778-786-0001

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUN 29 2015



  
Signature of Applicant or  
Solicitor or Authorized Agent

No. S-155331  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that in a proceeding commenced in this court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of this court at Vancouver, British Columbia, this 29<sup>th</sup> day of June, 2015.

  
Registrar  
Matthew Lee



03

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

---

**CERTIFICATE OF PENDING LITIGATION**

---

**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0400

OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUN 9 9 2015



S=15533.1

No. \_\_\_\_\_  
Vancouver Registry

04

## IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

## NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s).

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**Claim of the Plaintiff****Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Xiao Qi Wei, is a businesswoman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Yuqiang (Canada) Enterprises Co. Ltd., is a company duly incorporated pursuant to the laws of the Province of British Columbia with a registered office at 9311 Glenaces Dr., Richmond, British Columbia, V7A 1Y6.
3. At all material times, the Plaintiff acted through her husband and agent, Paul King Jin, who dealt with the Defendant and other persons on the Plaintiff's behalf.
4. At all material times, Jia Bao Feng also known as Jiabao Feng also known as JiaBao Feng ("Jia Bao Feng") was the sole director of the Defendant company.
5. At all material times, Hua Feng was the son of Jia Bao Feng.
6. At all material times, Hong Guo was a lawyer qualified to practise in the Province of British Columbia with a business address at #120 - 6068 No. 3 Road, Richmond, British Columbia, V6Y 4M7.
7. At all material times, the Defendant company was the registered owner of the following properties:
  - a. #1010 - 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
PID: 029-118-948  
STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069
  - b. #1015 - 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
PID: 029-118-956  
STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069  
(hereinafter collectively referred to as the "Properties")
8. In or about April 2015, the Defendant company, for valuable consideration, agreed to give a legal mortgage to the Plaintiff over the Properties.
9. In order to provide Plaintiff with a registrable mortgage, the Defendant company executed a Form B Mortgage as follows:
  - a. Hong Guo was the witnessing officer.
  - b. Jia Bao Feng was the authorized signatory of the Defendant company.

- c. Hua Feng signed on behalf of Jia Bao Feng in his capacity as Jia Bao Feng's attorney pursuant to a General Power of Attorney granted October 11, 2014.
10. As a result of formal defects in the General Power of Attorney, or in the alternative in the Form B Mortgage, the Plaintiff was unable to register the Form B Mortgage on the Properties.
11. The Defendant company has breached its agreement with the Plaintiff by, *inter alia*, failing to provide the Plaintiff with a registrable mortgage.
12. The Plaintiff has made numerous attempts to reach the Defendant company, Jia Bao Feng, and Hua Feng; however, the Defendant company, Jia Bao Feng, and Hua Feng have not responded to date.
13. The Plaintiff is concerned that the Defendant company may use this opportunity to sell, encumber, or otherwise dispose of the Properties.

## Part 2: RELIEF SOUGHT

1. Certificate of Pending Litigation against the following properties:
  - a. #1010 -- 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
PID: 029-118-948  
  
STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069
  - b. #1015 -- 4000 No. 3 Road, Richmond, British Columbia, V6X 0J8  
PID: 029-118-956  
  
STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069  
  
(hereinafter collectively referred to as the "Properties")
2. A Declaration that the Defendant hold the Properties in trust for the Plaintiff;
3. A Declaration that the Plaintiff hold an equitable mortgage over the Properties;
4. An Order that the Defendant shall not sell, encumber or otherwise dispose of the Properties;
5. An Order that the Defendant shall provide the Plaintiff with a legal mortgage in registrable form over the Properties;
6. Damages;
7. Costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

## Part 3: LEGAL BASIS

1. *Supreme Court Civil Rules.*

2. An equitable mortgage may be created, if the mortgagor has not executed an instrument sufficient to transfer the legal estate (*Lawrence Shumyla Construction Ltd. et al. v. Windfire Homes Ltd. et al.*, 1999 CanLII 5827 (BC SC)).
3. A contract was formed between the Plaintiff and the Defendant, when the Defendant agreed to give a legal mortgage in registrable form over the Properties to the Plaintiff. By failing to provide the Plaintiff with a registrable mortgage, the Defendant has breached the contract. Pursuant to s. 33 of the *Land Title Act*, R.S.B.C. 1996, c. 250, an equitable mortgage is not registrable. The Plaintiff seeks an order for specific performance, more particularly that the Defendant provide the Plaintiff with a registrable mortgage, as the only effective way to protect the Plaintiff's interests in the Properties.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@chenmail.ca](mailto:Zachary.Chun.Ng@chenmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: June 25, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

**Appendix****Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

---

**NOTICE OF CIVIL CLAIM**

---

Zachary Ng, Barrister & Solicitor  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0400

TAB B



NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Jun-30-2015 12:47:43.002  
LAND TITLE AND SURVEY AUTHORITY

CA4504308

PAGE 1 OF 9 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application; and
    - the imaged copy of each supporting document attached to this electronic application.and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, c.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Zachary Chun  
Ng N9KJEP

Digitally signed by Zachary Chun Ng  
N9KJEP  
DN: c=CA, cn=Zachary Chun Ng  
N9KJEP, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.ctm?  
id=N9KJEP  
Date: 2015.06.30 12:05:50 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Zachary Chun Ng  
4438 West 10th Avenue, Suite 913

Phone: 778-386-0001  
Fax: 604-608-3826

Vancouver BC V6R 4R8  
Document Fees: \$32.23

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

029-118-956 STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**CERTIFICATE OF PENDING LITIGATION**  
ADDITIONAL INFORMATION:

British Columbia Supreme Court Vancouver Registry Action No. S-155331  
Notice of Civil Claim filed June 29, 2015  
Certificate of Pending Litigation filed June 29, 2015

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

This is Exhibit 13 referred to in the  
affidavit of JIA B KENW  
made before me on this 13<sup>th</sup>  
day of 5687 20 15  
A Commissioner for taking  
Affidavits for British Columbia

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**XIAO QI WEI, HOUSEWIFE**

C/O 4438 WEST 10TH AVENUE, SUITE 913

VANCOUVER

V6R 4R8

BRITISH COLUMBIA

CANADA

Land Title Act  
Form 31  
(Section 215(1))

NATURE OF INTEREST: CHARGE: CERTIFICATE OF PENDING LITIGATION

HEREWITH FEE OF: \$40.00

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

PID: 029-118-956

STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS1069

Address of person entitled to register this certificate of pending litigation:

c/o 4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, British Columbia V6R 4R8

Full name, address, telephone number of person presenting application:

Zachary Chun Ng  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, British Columbia V6R 4R8  
Telephone: 778-386-0001

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUN 20 2015



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

CERTIFICATE OF PENDING LITIGATION

I CERTIFY that in a proceeding commenced in this court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

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Registrar

*Matthew Lee*

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

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**CERTIFICATE OF PENDING LITIGATION**

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**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0400

OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUN 9 9 2015



S=15533.1

No. \_\_\_\_\_  
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## IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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**Claim of the Plaintiff****Part I: STATEMENT OF FACTS**

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9. In order to provide Plaintiff with a registrable mortgage, the Defendant company executed a Form B Mortgage as follows:
  - a. Hong Guo was the witnessing officer.
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PID: 029-118-956  
  
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3. A Declaration that the Plaintiff hold an equitable mortgage over the Properties;
4. An Order that the Defendant shall not sell, encumber or otherwise dispose of the Properties;
5. An Order that the Defendant shall provide the Plaintiff with a legal mortgage in registrable form over the Properties;
6. Damages;
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8. Such further and other relief as counsel may advise and this Honourable Court permit.

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2. An equitable mortgage may be created, if the mortgagor has not executed an instrument sufficient to transfer the legal estate (*Lawrence Shumyla Construction Ltd. et al. v. Windfire Homes Ltd. et al.*, 1999 CanLII 5827 (BC SC)).
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Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: June 25, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

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**Appendix****Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

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- ☐ medical malpractice
- ☐ another cause

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**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*  
*Land Title Act*



No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANTS

---

**NOTICE OF CIVIL CLAIM**

---

Zachary Ng, Barrister & Solicitor  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. 0400

TAB C

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM  
Declared Value \$555900

2015-06-15, 13:56:43  
Requestor: Cathie Carmichael

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	CA3281750 CA3197162
<b>Application Received</b>	2013-08-08
<b>Application Entered</b>	2013-08-14
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	YUQIANG (CANADA) ENTERPRISES CO. LTD., INC.NO. BC0955940 9311 GLENACRES DRIVE RICHMOND, BC V7A 1Y6

This is Exhibit ..... referred to in the  
affidavit of John B. Fene  
made before me on this .....  
day of SEPT 20 13  
.....  
A Commissioner for taking  
Affidavits for British Columbia

**Taxation Authority** CITY OF RICHMOND

**Description of Land**  
Parcel Identifier: 029-118-948  
Legal Description:  
STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**  
HERETO IS ANNEXED EASEMENT BB1961500 OVER LOT A PLAN BCP1379 EXCEPT  
PART ON AIR SPACE PLAN BCP34029  
CANCELLED AS TO THAT PART OF LOT A PLAN BCP1379 INCLUDED IN LOT 2,  
PLAN EPP27353, SEE CA3197005  
PART FORMERLY LOT 1 PLAN BCP13993

HERETO IS ANNEXED EASEMENT BB4063055 OVER THAT PART OF AIR SPACE  
PARCEL 2,  
AIR SPACE PLAN BCP34029 INCLUDED IN AREA 220.1 CUBIC METRES ON PLAN  
EPP28104

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE CA3197052

HERETO IS ANNEXED EASEMENT CA3197055 OVER THAT PART OF LOT A,  
PLAN BCP1379 INCLUDED IN PLAN EPP27354

HERETO IS ANNEXED EASEMENT CA3197077 OVER LOT 2 PLAN EPP27353 EXCEPT  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197081 OVER AIR SPACE PARCEL 1,  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197083 OVER AIR SPACE PARCEL 1,  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197087 OVER AIR SPACE PARCEL 2,  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197093 OVER AIR SPACE PARCEL 4,  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197101 OVER AIR SPACE PARCEL 2,  
AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197105 OVER LOT A PLAN BCP1379 EXCEPT  
AIR SPACE PLAN BCP34029 AND PLAN EPP27353

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED  
10.02.1981 UNDER NO. T 17084 PLAN NO. 61216

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	BB1004929
Registration Date and Time:	2008-09-11 11:48
Registered Owner:	CITY OF RICHMOND
Remarks:	INTER ALIA EXTENDED BY CA3197017

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: BB1004930  
 Registration Date and Time: 2008-09-11 11:48  
 Registered Owner: VANCOUVER AIRPORT AUTHORITY  
 Transfer Number: CA3133846  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197018

Nature: COVENANT  
 Registration Number: BB1004931  
 Registration Date and Time: 2008-09-11 11:48  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197031

Nature: COVENANT  
 Registration Number: BB1004957  
 Registration Date and Time: 2008-09-11 11:49  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197021

Nature: EASEMENT  
 Registration Number: BB1004958  
 Registration Date and Time: 2008-09-11 11:49  
 Remarks: INTER ALIA  
 APPURTENANT TO AIR SPACE PARCEL 2 ON AIR SPACE  
 PLAN BCP34029 AND LOT A PLAN BCP1379 EXCEPT  
 PART ON AIR SPACE PLAN BCP34029  
 RELEASED AS TO LOT A PLAN BCP1379 INCLUDED WITHIN  
 LOT 2 PLAN EPP27353, SEE CA3196968  
 EXTENDED BY CA3197022

Nature: COVENANT  
 Registration Number: BB1961473  
 Registration Date and Time: 2011-06-16 13:19  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: BB1961476  
 Registration Date and Time: 2011-06-16 13:19  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197029

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: COVENANT  
 Registration Number: BB1961498  
 Registration Date and Time: 2011-06-16 13:20  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197033

Nature: COVENANT  
 Registration Number: BB1961501  
 Registration Date and Time: 2011-06-16 13:20  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: BB1961509  
 Registration Date and Time: 2011-06-16 13:21  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197025

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: BB1961510  
 Registration Date and Time: 2011-06-16 13:21  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197026

Nature: COVENANT  
 Registration Number: BB1342928  
 Registration Date and Time: 2011-09-07 14:15  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197034

Nature: COVENANT  
 Registration Number: BB2009204  
 Registration Date and Time: 2012-01-18 09:16  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197035

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43  
Requestor: Cathie Carmichael

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA2561057  
Registration Date and Time: 2012-05-25 14:08  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA2561058  
Registration Date and Time: 2012-05-25 14:08  
Registered Owner: TELUS COMMUNICATIONS INC.  
INCORPORATION NO. A55547  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB4050859  
Registration Date and Time: 2012-09-05 13:03  
Registered Owner: FORTISBC ENERGY INC.  
INCORPORATION NO. 778288  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: COVENANT  
Registration Number: CA2787583  
Registration Date and Time: 2012-09-25 15:31  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197036

Nature: COVENANT  
Registration Number: CA2909149  
Registration Date and Time: 2012-12-11 10:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197037

Nature: COVENANT  
Registration Number: CA2909151  
Registration Date and Time: 2012-12-11 10:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197038

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: COVENANT  
 Registration Number: CA3043668  
 Registration Date and Time: 2013-03-22 13:05  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENDED BY CA3197039

Nature: COVENANT  
 Registration Number: CA3197014  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3197016  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 GRANTING CA3197014 PRIORITY OVER BB1961473,  
 BB1961510, BB1961509, BB1961470, BB1961469 AND  
 BB1961476

Nature: COVENANT  
 Registration Number: CA3197017  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1004929

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA3197018  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: VANCOUVER AIRPORT AUTHORITY  
 Remarks: INTER ALIA  
 EXTENSION OF BB1004930

Nature: COVENANT  
 Registration Number: CA3197021  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1004957



**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: EASEMENT  
 Registration Number: CA3197022  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 EXTENSION OF BB1004958  
 OVER THAT PART INCLUDED IN LOT 2 PLAN EPP27353  
 APPURTENANT TO LOT A PLAN BCP1379 EXCEPT AIR SPACE  
 PLAN BCP34029 AND PLAN EPP27353 AND AIR SPACE  
 PARCEL 2 AIR SPACE PLAN BCP34029

Nature: COVENANT  
 Registration Number: CA3197025  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1961509

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA3197026  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1961510

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA3197029  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1961476

Nature: COVENANT  
 Registration Number: CA3197031  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1004931

Nature: COVENANT  
 Registration Number: CA3197033  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA  
 EXTENSION OF BB1961498

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43  
Requestor: Cathie Carmichael

Nature: COVENANT  
Registration Number: CA3197034  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB1342928

Nature: COVENANT  
Registration Number: CA3197035  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB2009204

Nature: COVENANT  
Registration Number: CA3197036  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2787583

Nature: COVENANT  
Registration Number: CA3197037  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2909149

Nature: COVENANT  
Registration Number: CA3197038  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2909151

Nature: COVENANT  
Registration Number: CA3197039  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA3043668

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: COVENANT  
 Registration Number: CA3197059  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA3197070  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3197072  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 GRANTING CA3197070 PRIORITY OVER CA3197007,  
 CA3197006, BB1961473, CA3197025, CA3197026,  
 BB4013080, BB4013079, CA3197029, BB1961510,  
 BB1961509, BB1961470, BB1961469 AND BB1961476

Nature: EASEMENT  
 Registration Number: CA3197089  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 APPURTENANT TO LOT 2 PLAN EPP27353 EXCEPT  
 AIR SPACE PLAN EPP25122 AND AIR SPACE PARCELS 1, 2  
 AND 4 AIR SPACE PLAN EPP25122

Nature: EASEMENT  
 Registration Number: CA3197091  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 APPURTENANT TO LOT 2 PLAN EPP27353 EXCEPT  
 AIR SPACE PLAN EPP25122 AND AIR SPACE PARCELS 1, 2  
 AND 4 AIR SPACE PLAN EPP25122

Nature: EASEMENT  
 Registration Number: CA3197103  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 APPURTENANT TO LOT A PLAN BCP1379 EXCEPT  
 AIR SPACE PLAN BCP34029 AND PLAN EPP27353

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

Nature: RESTRICTIVE COVENANT  
 Registration Number: CA3197107  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 APPURTENANT TO AIR SPACE PARCEL 2,  
 AIR SPACE PLAN EPP25122

Nature: COVENANT  
 Registration Number: CA3197109  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA3197113  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA3197116  
 Registration Date and Time: 2013-06-25 11:53  
 Registered Owner: CITY OF RICHMOND  
 Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT  
 Registration Number: CA3197493  
 Registration Date and Time: 2013-06-25 11:53  
 Remarks: INTER ALIA  
 APPURTENANT TO STRATA LOTS 1 TO 5,  
 STRATA PLAN EPS1069

Nature: MORTGAGE  
 Registration Number: CA3281827  
 Registration Date and Time: 2013-08-08 12:23  
 Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3281873  
 Registration Date and Time: 2013-08-08 12:40  
 Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**TITLE SEARCH PRINT**

File Reference: 253729.13765RAM

Declared Value \$555900

2015-06-15, 13:56:43

Requestor: Cathie Carmichael

**Transfers**

NONE

**Pending Applications**

Parcel Identifier:

029-118-948

Application Number/Type:

CA4327723 MORTGAGE

TAB D

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

**Title Issued Under**

STRATA PROPERTY ACT (Section 249)

**Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

**Title Number**

From Title Number

CA3281731

CA3197163

**Application Entered**

2013-08-14

**Application Received**

2013-08-08

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

YUQIANG (CANADA) ENTERPRISES CO. LTD., INC.NO. BC0955940  
 9311 GLENACRES DRIVE  
 RICHMOND, BC  
 V7A 1Y6

**Taxation Authority**

CITY OF RICHMOND

**Description of Land**

Parcel Identifier:

029-118-956

Legal Description:

STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST  
 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1069  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

HERETO IS ANNEXED EASEMENT BB1961500 OVER LOT A PLAN BCP1379 EXCEPT  
 PART ON AIR SPACE PLAN BCP34029  
 CANCELLED AS TO THAT PART OF LOT A PLAN BCP1379 INCLUDED IN LOT 2,  
 PLAN EPP27353, SEE CA3197005  
 PART FORMERLY LOT 1 PLAN BCP13993

HERETO IS ANNEXED EASEMENT BB4063055 OVER THAT PART OF AIR SPACE  
 PARCEL 2,  
 AIR SPACE PLAN BCP34029 INCLUDED IN AREA 220.1 CUBIC METRES ON PLAN  
 EPP28104

This is Exhibit <sup>D</sup> referred to in the  
 affidavit of J. B. Fenn  
 made before me on this 15  
 day of Sept 20 15  
 A Commissioner for taking  
 Affidavits for British Columbia

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA3197052

HERETO IS ANNEXED EASEMENT CA3197055 OVER THAT PART OF LOT A, PLAN BCP1379 INCLUDED IN PLAN EPP27354

HERETO IS ANNEXED EASEMENT CA3197077 OVER LOT 2 PLAN EPP27353 EXCEPT AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197081 OVER AIR SPACE PARCEL 1, AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197083 OVER AIR SPACE PARCEL 1, AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197087 OVER AIR SPACE PARCEL 2, AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197093 OVER AIR SPACE PARCEL 4, AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197101 OVER AIR SPACE PARCEL 2, AIR SPACE PLAN EPP25122

HERETO IS ANNEXED EASEMENT CA3197105 OVER LOT A PLAN BCP1379 EXCEPT AIR SPACE PLAN BCP34029 AND PLAN EPP27353

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T 17084 PLAN NO. 61216

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	BB1004929
Registration Date and Time:	2008-09-11 11:48
Registered Owner:	CITY OF RICHMOND
Remarks:	INTER ALIA EXTENDED BY CA3197017



**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB1004930  
Registration Date and Time: 2008-09-11 11:48  
Registered Owner: VANCOUVER AIRPORT AUTHORITY  
Transfer Number: CA3133846  
Remarks: INTER ALIA  
EXTENDED BY CA3197018

Nature: COVENANT  
Registration Number: BB1004931  
Registration Date and Time: 2008-09-11 11:48  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197031

Nature: COVENANT  
Registration Number: BB1004957  
Registration Date and Time: 2008-09-11 11:49  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197021

Nature: EASEMENT  
Registration Number: BB1004958  
Registration Date and Time: 2008-09-11 11:49  
Remarks: INTER ALIA  
APPURTENANT TO AIR SPACE PARCEL 2 ON AIR SPACE  
PLAN BCP34029 AND LOT A PLAN BCP1379 EXCEPT  
PART ON AIR SPACE PLAN BCP34029  
RELEASED AS TO LOT A PLAN BCP1379 INCLUDED WITHIN  
LOT 2 PLAN EPP27353, SEE CA3196968  
EXTENDED BY CA3197022

Nature: COVENANT  
Registration Number: BB1961473  
Registration Date and Time: 2011-06-16 13:19  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB1961476  
Registration Date and Time: 2011-06-16 13:19  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197029

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: COVENANT  
Registration Number: BB1961498  
Registration Date and Time: 2011-06-16 13:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197033

Nature: COVENANT  
Registration Number: BB1961501  
Registration Date and Time: 2011-06-16 13:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: BB1961509  
Registration Date and Time: 2011-06-16 13:21  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197025

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB1961510  
Registration Date and Time: 2011-06-16 13:21  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197026

Nature: COVENANT  
Registration Number: BB1342928  
Registration Date and Time: 2011-09-07 14:15  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197034

Nature: COVENANT  
Registration Number: BB2009204  
Registration Date and Time: 2012-01-18 09:16  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197035

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA2561057  
Registration Date and Time: 2012-05-25 14:08  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA2561058  
Registration Date and Time: 2012-05-25 14:08  
Registered Owner: TELUS COMMUNICATIONS INC.  
INCORPORATION NO. A55547  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB4050859  
Registration Date and Time: 2012-09-05 13:03  
Registered Owner: FORTISBC ENERGY INC.  
INCORPORATION NO. 778288  
Remarks: INTER ALIA  
PART FORMERLY LOT 1 PLAN BCP13993

Nature: COVENANT  
Registration Number: CA2787583  
Registration Date and Time: 2012-09-25 15:31  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197036

Nature: COVENANT  
Registration Number: CA2909149  
Registration Date and Time: 2012-12-11 10:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197037

Nature: COVENANT  
Registration Number: CA2909151  
Registration Date and Time: 2012-12-11 10:20  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197038

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: COVENANT  
Registration Number: CA3043668  
Registration Date and Time: 2013-03-22 13:05  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENDED BY CA3197039

Nature: COVENANT  
Registration Number: CA3197014  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
Registration Number: CA3197016  
Registration Date and Time: 2013-06-25 11:53  
Remarks: INTER ALIA  
GRANTING CA3197014 PRIORITY OVER BB1961473,  
BB1961510, BB1961509, BB1961470, BB1961469 AND  
BB1961476

Nature: COVENANT  
Registration Number: CA3197017  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB1004929

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA3197018  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: VANCOUVER AIRPORT AUTHORITY  
Remarks: INTER ALIA  
EXTENSION OF BB1004930

Nature: COVENANT  
Registration Number: CA3197021  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB1004957

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

EASEMENT  
CA3197022  
2013-06-25 11:53  
INTER ALIA  
EXTENSION OF BB1004958  
OVER THAT PART INCLUDED IN LOT 2 PLAN EPP27353  
APPURTENANT TO LOT A PLAN BCP1379 EXCEPT AIR SPACE  
PLAN BCP34029 AND PLAN EPP27353 AND AIR SPACE  
PARCEL 2 AIR SPACE PLAN BCP34029

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

COVENANT  
CA3197025  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA  
EXTENSION OF BB1961509

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

STATUTORY RIGHT OF WAY  
CA3197026  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA  
EXTENSION OF BB1961510

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

STATUTORY RIGHT OF WAY  
CA3197029  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA  
EXTENSION OF BB1961476

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

COVENANT  
CA3197031  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA  
EXTENSION OF BB1004931

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

COVENANT  
CA3197033  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA  
EXTENSION OF BB1961498

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: COVENANT  
Registration Number: CA3197034  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB1342928

Nature: COVENANT  
Registration Number: CA3197035  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF BB2009204

Nature: COVENANT  
Registration Number: CA3197036  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2787583

Nature: COVENANT  
Registration Number: CA3197037  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2909149

Nature: COVENANT  
Registration Number: CA3197038  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA2909151

Nature: COVENANT  
Registration Number: CA3197039  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
EXTENSION OF CA3043668

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

COVENANT  
CA3197059  
2013-06-25 11:53  
CITY OF RICHMOND  
INTER ALIA

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:  
Remarks:

COVENANT  
CA3197070  
2013-06-25 11:53  
SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
INTER ALIA

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

PRIORITY AGREEMENT  
CA3197072  
2013-06-25 11:53  
INTER ALIA  
GRANTING CA3197070 PRIORITY OVER CA3197007,  
CA3197006, BB1961473, CA3197025, CA3197026,  
BB4013080, BB4013079, CA3197029, BB1961510,  
BB1961509, BB1961470, BB1961469 AND BB1961476

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

EASEMENT  
CA3197089  
2013-06-25 11:53  
INTER ALIA  
APPURTENANT TO LOT 2 PLAN EPP27353 EXCEPT  
AIR SPACE PLAN EPP25122 AND AIR SPACE PARCELS 1, 2  
AND 4 AIR SPACE PLAN EPP25122

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

EASEMENT  
CA3197091  
2013-06-25 11:53  
INTER ALIA  
APPURTENANT TO LOT 2 PLAN EPP27353 EXCEPT  
AIR SPACE PLAN EPP25122 AND AIR SPACE PARCELS 1, 2  
AND 4 AIR SPACE PLAN EPP25122

Nature:  
Registration Number:  
Registration Date and Time:  
Remarks:

EASEMENT  
CA3197103  
2013-06-25 11:53  
INTER ALIA  
APPURTENANT TO LOT A PLAN BCP1379 EXCEPT  
AIR SPACE PLAN BCP34029 AND PLAN EPP27353

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

2015-09-15, 09:17:00

Requestor: Rita Raju

Nature: RESTRICTIVE COVENANT  
Registration Number: CA3197107  
Registration Date and Time: 2013-06-25 11:53  
Remarks: INTER ALIA  
APPURTENANT TO AIR SPACE PARCEL 2,  
AIR SPACE PLAN EPP25122

Nature: COVENANT  
Registration Number: CA3197109  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
Registration Number: CA3197113  
Registration Date and Time: 2013-06-25 11:53  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA3197116  
Registration Date and Time: 2013-06-25 11:53  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT  
Registration Number: CA3197493  
Registration Date and Time: 2013-06-25 11:53  
Remarks: INTER ALIA  
APPURTENANT TO STRATA LOTS 1 TO 5,  
STRATA PLAN EPS1069

Nature: MORTGAGE  
Registration Number: CA3281827  
Registration Date and Time: 2013-08-08 12:23  
Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE  
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA3281873  
Registration Date and Time: 2013-08-08 12:40  
Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE  
Remarks: INTER ALIA



**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$444100

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:

CERTIFICATE OF PENDING LITIGATION  
CA4504308  
2015-06-30 12:47  
XIAO QI WEI

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

Parcel Identifier:  
Application Number/Type:  
Application Number/Type:

029-118-956  
CA4327723 MORTGAGE  
CA4665845 STRATA PROPERTY ACT LIEN

TAB E

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Apr-09-2015 17:15:24.001  
LAND TITLE AND SURVEY AUTHORITY

CA4327704

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application.and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: c=CA, cn=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=DZUGZ4  
Date: 2015.04.09 17:13:27 -0700

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No.3 Road  
Richmond  
Document Fees: \$25.48

BC V6Y 4M7

File No. 150408 Yuqiang  
Phone: 778-297-6560  
Office, Auth-Agent

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

**NO PID NMBR NOT APPLICABLE**

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**POWER OF ATTORNEY**  
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

This is Exhibit K referred to in the affidavit of JIP S. FEN made before me on this 10 day of SEPT 2015. A Commissioner for taking Affidavits for British Columbia

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**NOT APPLICABLE**

*Power of Attorney Act*, R.S.B.C. 1996, c. 370  
*Land Title Act*, R.S.B.C. 1996, c. 250

## GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is given on the 14<sup>th</sup> day of October, 2011 by JIA BAO FENG, Date of Birth: July 04<sup>th</sup> 1955, of 8426 Francis Road, Richmond, BC, Canada V6Y 1A6.

I appoint:

HUA FENG, Date of Birth: October 31 1982, of 8426 Francis Road, Richmond, BC, Canada V6Y 1A6 to be my attorney in accordance with the *Power of Attorney Act* and to do on my behalf anything that I can lawfully do by an attorney.

In accordance with the *Power of Attorney Act*, I declare that this Power of Attorney may continue to be exercised during any subsequent mental infirmity on my part.

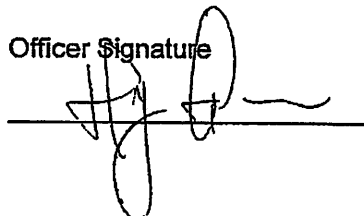
This Power of Attorney is subject to the following conditions and restrictions:

N/A

THE EFFECT OF SECTION 56(1) of the Land Title Act of the Province of British Columbia R.S.B.C. 1996, c.250 is hereby excluded.

Execution Date

Officer Signature



Y	M	D
11	10	14

Party Signature

Signature: JIA BAO FENG

Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**Hong Guo**

Barrister & Solicitor

# 120-6068 No.3 Road

Richmond B.C. V6Y 4M7

Tel: 778-297-6560 / Fax: 778-297-6561

## DECLARATION

CANADA  
PROVINCE OF  
BRITISH COLUMBIA

) IN THE MATTER OF a  
) Power of Attorney granted by  
) ~~PING LIU, unto BING SUN~~  
) JIA BAO FENG, unto HUA FENG  
)

*Jia Bao Feng*  
*H*

I, HUA FENG of 8426 Francis Road, Richmond, BC, Canada V6Y 1A6, hereby declare that:

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, the 14<sup>th</sup> day of October, 2011, I was of the full age of nineteen years.

AND I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at city of )  
Richmond on 14<sup>th</sup> day of October, 2011 )

*[Signature]*  
A Commissioner in and for the  
Province of British Columbia  
Hong Guo  
Barrister and Solicitor  
120-6068 No.3 Road  
Richmond, BC V6Y 4M7  
Tel: 778 388 5888

*[Signature]*  
Signature: HUA FENG

**Hong Guo**

Barrister & Solicitor  
# 120-6068 No.3 Road  
Richmond B.C. V6Y 4M7

Tel: 778-297-6560 / Fax: 778-297-6561

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1998, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- If space insufficient, continue executions on additional page(s) in Form D.

TAB F



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
www.corporateonline.gov.bc.ca

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

For  
**YUQIANG (CANADA) ENTERPRISES CO. LTD.**

**Date and Time of Search:** September 14, 2015 04:37 PM Pacific Time

**Currency Date:** August 19, 2015

### ACTIVE

**Incorporation Number:** BC0955940

**Name of Company:** YUQIANG (CANADA) ENTERPRISES CO. LTD.

**Recognition Date and Time:** Incorporated on November 23, 2012 05:42 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** November 23, 2014

**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

**Delivery Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

**Delivery Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Feng, JiaBao

**Mailing Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

**Delivery Address:**  
9311 GLENACRES DRIVE  
RICHMOND BC V7A 1Y6  
CANADA

This is Exhibit referred to in the  
affidavit of J. B. Feng  
made before me on this 13  
day of September 2015  
A Commissioner for taking  
Affidavits for British Columbia

NO OFFICER INFORMATION FILED AS AT November 23, 2014.

TAB 6



PROMISSORY NOTE

\$220,000.00 Canadian Dollars

Dated: April 9, 2015

FOR VALUE RECEIVED, YUQIANG (CANADA) ENTERPRISES CO. LTD., INC. NO. BC0955940 (the "Borrower") promises to pay to or to the order of PAUL KING JIN (the "Lender"), on or prior to May 9, 2015 (the "Term"), the principal amount of \$220,000.00 (the "Principal Amount") together with interest at the rate of 5.00 % per month and as security for the payment of the Principal Amount and interest agrees to grant a mortgage in favour of the Lender (the "Lender's Security") over real properties having a legal description as follows:

PID: 029-118-948,  
Strata Lot 12 Section 33 Block 6 North Range 6 West New Westminster District Strata  
Plan EPS1069  
#1010-4000 No. 3 Road, Richmond, BC V6X 0J8  
AND  
PID: 029-118-956,  
Strata Lot 13 Section 33 Block 5 North Range 6 West New Westminster District Strata  
Plan EPS1069.  
#1015-4000 No. 3 Road, Richmond, BC V6X 0J8  
(the "Properties")

In the event that the Borrower is in default under the Lender's Security or fails to pay on the Due Date the Principal Amount then outstanding together with interest, the Borrower will be in default and, in addition to any rights or remedies of the Lender under the Lender's Security or at law, the unpaid balance of the Principal Amount together with all interest accrued shall become immediately due and payable without notice or demand.

Any and all payments to be made pursuant to this Promissory Note and the Lender's Security shall be made without deduction, set-off or counterclaim of any sort whatsoever.

Presentment, protest, notice of protest and notice of dishonour are hereby waived.

The Borrower may prepay the whole or any part of the Principal Amount prior to the Due Date without notice, bonus or penalty.

This Note is governed by and construed according to the laws of British Columbia and Canada.

This Note is a negotiable instrument.

SIGNED, SEALED AND  
DELIVERED on April 9, 2015  
in the presence of:

Signature

Print Name Hong Guo

Barrister & Solicitor

Address #125-6500 No. 3 Road

Richmond B.C. V6Y 4M7

Tel: 778-297-6560 / Fax: 778-297-6562

Occupation

YUQIANG (CANADA) ENTERPRISES CO.  
LTD., by its authorized signatory:

封华  
JIABAO FENG, aka, JIA BAO  
FENG, signed by his attorney  
Hua Feng

This is Exhibit ..... referred to in the  
affidavit of JIA B. FENG  
made before me on this 10th  
day of September 2015  
[Signature]  
A Commissioner for taking  
Affidavits for British Columbia



TAB H

NEW WESTMINSTER LAND TITLE OFFICE

46

LAND TITLE ACT  
FORM B (Section 225)

Apr-09-2015 17:47:13.001

CA4327723

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: cn=CA, cn=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.lucsoft.com/LKUP.dcm?  
id=DZUGZ4  
Date: 2015.04.09 17:43:57 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150408 Yuqiang  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

This is Exhibit H referred to in the  
affidavit of QIA B. G. G. G.  
made before me on this 12  
day of SEP 2015

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

YUQIANG (CANADA) ENTERPRISES CO. LTD.

9311 GLENACRES DRIVE  
RICHMOND

V7A 1Y6

BRITISH COLUMBIA  
CANADA

A Commissioner for taking  
Affidavits for British Columbia

Incorporation No  
BC0955940

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSINESSMAN

#103-4411 No. 3 Road  
Richmond  
Canada

British Columbia  
V6X 2C3

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$220,000.00

(b) Interest Rate:

5 % per month

(c) Interest Adjustment

Date:

Y	M	D
15	04	09

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

9th day of each months

(f) First Payment

Date:

15	05	09
----	----	----

(g) Amount of each periodic payment:

\$11,000.00

(h) Interest Act (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

15	05	09
----	----	----

(j) Assignment of Rents which the  
applicant wants registered ?

YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

15	05	09
----	----	----

**MORTGAGE - PART 1**

PAGE 2 OF 4 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

## 8. INTEREST MORTGAGED:

Freehold ☒  
 Other (specify) ☐

## 9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

## 10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

## 11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA3281827 by Canadian Imperial Bank of Commerce and Assignment of Rents  
 CA3281873 by Canadian Imperial Bank of Commerce.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo  
 Barrister & Solicitor  
 #120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date

Y	M	D
15	04	09

Borrower(s) Signature(s)

YUQIANG (CANADA)  
 ENTERPRISES CO. LTD., by its  
 authorized signatory:

Name: Jia Bao Feng, signed by his  
 attorney Hua Feng. See DF #  
 CA4327704.

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 4 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**029-118-948 STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**029-118-956 STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**PAGE 4 OF 4 PAGES**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**10. ADDITIONAL OR MODIFIED TERMS:**

10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.

10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.

10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.

TAB I

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

**FORM 1**  
**(RULE 3-1 (1))**

NO. S-136760

SEP 10 2013

VANCOUVER



*In the Supreme Court of British Columbia*

Between

PAUL KING JIN

Plaintiff(s)

and

WEI GUO CHEN, HONG CHE

Defendant(s)

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

This is Exhibit I referred to in the  
affidavit of JIA BOWEN  
made before me on this 13  
day of SEP 20 13  
[Signature]

A Commissioner for taking  
Affidavits for British Columbia

10SEP13 1324184 RISS  
21422 5136760

200.0



## CLAIM OF THE PLAINTIFF(S)

### Part 1: STATEMENT OF FACTS

*[Using numbered paragraphs, set out a concise statement of the material facts giving rise to the plaintiff's(s') claim.]*

- 1 The Plaintiff is a Businessman with a primary residential address located at 103 - 4411 No. 3 Road, Richmond, British Columbia
- 2 The Defendant WEI GUO CHEN is a Businessman with a primary residential address located at 1918 Sasamat Place, Vancouver, British Columbia
- 3 The Defendant HONG CHE is a Homemaker and the wife of WEI GUO CHEN with a primary residential address located at 1918 Sasamat Place, Vancouver, British Columbia
- 4 The Defendant WEI GUO CHEN borrowed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) from the Plaintiff for the renovation of the property and purchase of the material for the renovation promising to pay back the full amount of the mortgage as borrowed from the Plaintiff by August 20, 2013
- 5 The loan was recorded and secured by way of a Promissory Note dated the 5th day of August, 2013 as made between the Plaintiff and Defendant.
- 6 The security therein provided by the Defendant for the loan was his primary residential property located at 1918 Sasamat Place, Vancouver, British Columbia.
- 7 After the due date for repayment of the Loan had passed, the Plaintiff contacted the Defendant on numerous occasions requesting that the loan be repaid in full as agreed. The Defendant continuously promised to repay the Loan and as of the date of the filing of this Notice of Civil Claim, no money has been repaid to the Plaintiff by the Defendant.
- 8 The Defendant HONG CHE as wife of WEI GUO CHEN is jointly responsible for the payment of the mortgage.

*[If any party sues or is sued in a representative capacity, identify the party and describe the representative capacity.]*

### Part 2: RELIEF SOUGHT

*[Using numbered paragraphs, set out the relief sought and indicate against which defendant(s) that relief is sought. Relief may be sought in the alternative.]*

- 1 Principal of the Loan in the amount of \$500,000.00
- 2 interest
- 3 All costs
- 4 Certificate of Pending Litigation against 1918 Sasamat Place, Vancouver, B. C. legally described as PID: 010-922-580 LOT 6 OF LOT 4 BLOCK 138 DISTRICT LOT 540 PLAN 6258
- 5 such other relief as the court deems just

### Part 3: LEGAL BASIS

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the plaintiff(s) intend(s) to rely in support of the relief sought and specify any rule or other enactment relied on. The legal bases for the relief sought may be set out in the alternative.]*

- 1 As per the terms of the Promissory Note made between the Plaintiff and Defendant, the Defendant agreed to repay the Mortgage by August 20, 2013. The Defendant has failed to repay the Mortgage by this date and the Mortgage still remains outstanding in full.
- 2 Law of Contract

## 3 Law of Debt

[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]

Plaintiff's address for service:

**Hong Guo**  
Barrister & Solicitor  
# 120-6068 No.3 Road  
Richmond B.C. V6Y 4M7  
Tel: 778-297-6560 / Fax: 778-297-6561

Fax number address for service (if any):

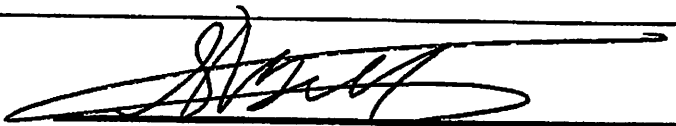
E-mail address for service (if any):

Place of trial: 800 Smithe Street, Vancouver, British Columbia

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date:

Sept. 5, 2013



Signature of

☐ Plaintiff

☐ Lawyer for plaintiff(s)

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

### APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

#### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Failure of the Defendant to repay a mortgage that was provided to him by the Plaintiff within an agreed timeframe.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Select an item below for the case type that best describes this case.]*

the lending of money

**Part 3: THIS CLAIM INVOLVES:**

*[Check all items below that apply to this case]*

none of the above

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*

Select:

OR Type:

Select:

OR Type:

Select:

OR Type:

TAB J



This is Exhibit 3 referred to in the  
affidavit of Jia B. Gao  
made before me on this 12  
day of SEPT 2015

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

A Commissioner for taking  
Affidavits for British Columbia

BE154355

No. \_\_\_\_\_  
Vancouver Registry

MAY 27 2015

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG  
CHENG LI

DEFENDANTS

### NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



### Claim of the Plaintiff

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Xiaoqi Wei, is a housewife with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Hua Feng, ("Feng"), is a general manager and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
3. The Defendant, Cheng Li, ("Li"), is a financial advisor and resides at 9840 Greenlees Road, Richmond, B.C., V7A 1V1.
4. The Defendant Li is a relative of the Defendant Feng, and more particularly is an aunt of the Defendant Feng.
5. On or about April 2, 2015, the Plaintiff loaned the amount of \$1,000,000 (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return the Loan to the Plaintiff on or before May 2, 2015.
  - b. The Loan was to be secured by the residential property located at 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 (the "Greenlees Rd. Property").
  - c. The Defendants must use the Loan for the purposes of:
    - i. construction and renovation on the Greenlees Rd. Property; and
    - ii. purchase of materials incidental thereto.
6. Although the deadline of May 2, 2015 has come and passed, the Defendants have refused or neglected to repay the Loan to the Plaintiff.
7. The Greenlees Rd. Property is currently registered under the joint names of the Defendant Li and Fang Liu, and has the following legal description:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

#### Part 2: RELIEF SOUGHT

1. Certificate of Pending Litigation against the residential property with a civic address of 9840 Greenlees Rd., Richmond, B.C., V7A 1V1 and legally described as:

PID: 001-203-207

LOT 9 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 18383

(the "Greenlees Rd. Property")

2. Judgment against the Defendants in the amount of \$1,000,000;
3. A declaration that the Defendant Li hold a one-half interest in the Greenlees Rd. Property in trust for the Plaintiff;
4. A declaration that the Defendants and each of them hold the money loaned by the Plaintiff in trust for the Plaintiff;
5. An order or direction that any necessary inquiries or accounts be made or taken;
6. Interest pursuant to the *Court Order Interest Act*;
7. Costs, including special costs or increased costs; and
8. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. *Supreme Court Civil Rules*;
2. The Law of Contract;
3. The Law of Trust;
4. *Allan Chen et al. v. Inland Log Brokerage Ltd. et al.*, 1996 CanLII 3599 (BC SC) stands for the proposition that it is appropriate and proper to register a certificate of pending litigation against an entire parcel of land, even if the claimant's interest is only in a portion of the same land.

In the instant case, even though one of the two registered owners of the Greenlees Rd. Property is not a defendant, the Plaintiff has an interest in the Greenlees Rd. Property to the extent that the Defendant Li has an interest in the same property. For this reason, the Plaintiff is entitled to register a certificate of pending litigation against the Greenlees Rd. Property.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8

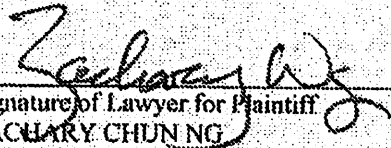
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chan.Ng@hotmail.ca](mailto:Zachary.Chan.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia.

Date: May 24, 2015

  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



### Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*

TAB K



This is the 1<sup>st</sup> Affidavit  
of Geok Poon in this case  
and was made on June 22, 2015

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

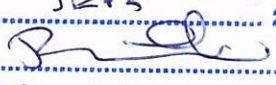
XIAO QI WEI

This is Exhibit K referred to in the  
affidavit of JIA B FENG  
made before me on this 12  
day of JUN 20 15

PLAINTIFF

AND:

HUA FENG & CHENG LI

  
A Commissioner for taking  
Affidavits for British Columbia

DEFENDANT


**AFFIDAVIT**

I, Geok Poon, of 4925 Victory Street, Burnaby, British Columbia, V5J 1S7, SWEAR  
THAT:

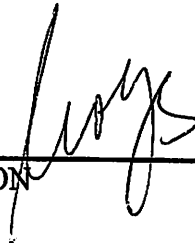
1. I am a Sworn Public Translator, and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. I am an accredited court interpreter for the written language of Chinese, and the spoken language of Cantonese and Mandarin, and both written and spoken English and I am competent to translate from one to the other.
3. Attached to this affidavit as Exhibit "A" is a document written partially in English and partially written in Chinese characters.

4. Attached to this affidavit as Exhibit "B" is my translation of the Chinese characters in Exhibit "A" which, to the best of my ability, accurately translates Exhibit "A" into the English language.

SWORN BEFORE ME at Vancouver,  
British Columbia, on June 22, 2015.

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British

ROBERT MILLAR  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 4928

  
\_\_\_\_\_  
GEOK POON



## 借 据

HUA FENG & CHENG LI 于 2015 年 4 月 2 日借到  
XIAO QI WEI 加币 100 万元整, 须在 2015 年 5 月  
2 日前还款, 并将地址 9840 Greenlees Rd  
Richmond B.C. V7A 1V1 的房屋作担保。借到的款  
项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity  
of obtaining independent legal advice before signing  
this Promissory Note. These borrow money for the  
real estate expansion and decoration. And for the  
purchase of all decoration materials used.

立字此据

借款人: FENG HUA, CHENG LI

2015 年 4 月 2 日星期四

This is Exhibit "A" referred to in the  
affidavit of Geok Poon  
made before me on this 22  
day of June 2015.

A Commissioner for taking  
Affidavits for British Columbia

## Promissory Note

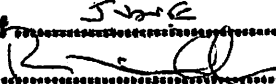
HUA FENG & CHENG LI borrowed one million Canadian Dollars from XIAO QI WEI on April 2, 2015, which has to be repaid before May 2, 2015, and it's guaranteed by the property at 9840 Greenless Rd Richmond B.C. V7A 1V1. The sum borrowed shall be used for the purchase of material as well as both internal and external renovation purposes.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

This Note written for

Debtor: FENG HUA, CHENG LI

April 2, 2015 Thursday

This is Exhibit "B" referred to in the  
affidavit of Geok Poon  
made before me on this 22  
day of June 2015  
  
A Commissioner for taking  
Affidavits for British Columbia

TAB L



No. S154355  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
(Before The Honourable Mr. Justice Rogers)

Vancouver, B.C.  
July 7, 2015

**BETWEEN:**

**XIAO QI WEI**

**Plaintiff**

**AND:**

**HUA FENG & CHENG LI**

**Defendants**

---

**PROCEEDINGS IN CHAMBERS**

---

**COPY**

This is Exhibit L referred to in the  
affidavit of J. D. B. FAN  
made before me on this 10  
day of SEPT 20 11  
[Signature]  
A Commissioner for taking  
Affidavits for British Columbia

Barbara Neuberger/Charest Reporting  
Vancouver Office: #1650 – 885 W. Georgia Street, Vancouver, B.C. V6C 3E8  
Phone: 604-669-6449 Fax: 604 629-2377  
[charestreporting@telus.net](mailto:charestreporting@telus.net)

Victoria Office: # 912-1175 Douglas Street, Victoria, B.C. V8W 2E2  
Phone: 250-382-3465 Fax: 250-382-3457  
[charestreportingvictoria@shaw.ca](mailto:charestreportingvictoria@shaw.ca)



29

Submissions by Mr. Ng

1 Sorry, it is -- yes, 1,088,000. But there is  
2 also a line of credit on that same property  
3 capable of securing 1,060,000. So potentially  
4 there is no equity remaining in this house.

5 THE COURT: I'm wondering, Mr. Ng, if you can wrap up  
6 your submissions in the next five minutes so that  
7 you're done at a quarter after the hour, please.

8 MR. NG: Yes, I can do.

9 THE COURT: All right.

10 MR. NG: Now, I must admit that the evidence presented  
11 by my client as to the nexus between the Lis and  
12 the Fengs are not very strong by the affidavits  
13 submitted, but this is only to be expected in a  
14 case like this, where we're alleging fraudulent  
15 conveyance or similar concealing of assets.

16 The proper course here would be to allow for  
17 discovery of documents and examination of  
18 discoveries and other discovery mechanisms to  
19 actually find out, for instance, whether there  
20 was rent cheques given by the Fengs to the Lis at  
21 various times. I think right now at this point  
22 in the proceeding, all we can really say is that  
23 we do not know what the probability of success of  
24 this case will be in the long term, which is  
25 exactly the approach taken in *Enigma Investments*  
26 *Corp.*

27 I pause here to address one side issue,  
28 which is the applicant's statement that Mr. Li  
29 has not received any money. In my view that is  
30 not actually relevant because consideration given  
31 to a third party is sufficient to create a  
32 contract. For instance, let's say two persons  
33 sign for a line of credit --

34 THE COURT: Okay. This isn't contracts 101. I  
35 appreciate and understand that proposition.

36 MR. NG: Okay. In sum, one, number one, on a prima  
37 facie basis, the notice of civil claim claims  
38 interest [indiscernible].

39 Number two, if we go into the amount of  
40 security which should be given, the basic  
41 situation right now is Mr. Feng's evidences are  
42 not entirely credible. My client says that  
43 Mr. Feng has made assertions to numerous people  
44 that that property belongs to him and he has --  
45 she has a receipt to show for it.

46 The applicants say that they were actually  
47 in a rental relationship. But on both sides

1 evidences are not very strong. All I can say  
2 right now is that we do not actually know what's  
3 going on. The probability of success should be  
4 evaluated in that light. And for this reason, my  
5 client opposes the application to cancel the CPL  
6 or, in the alternative, would agree if the  
7 applicant can put up a significant amount of  
8 security.

9 That's all.

10 THE COURT: Okay. Do you feel compelled to make any  
11 response, Mr. Millar?

12 MR. MILLAR: No, I don't feel compelled.

13 THE COURT: Okay, then don't then. You risk snatching  
14 the beak from the jaws of victory.

15 Your application will succeed, Mr. Millar.  
16 Your client is entitled to the order that he  
17 seeks. He's also entitled to special costs. I  
18 come to that conclusion because, despite the  
19 fact, as Mr. Ng accurately says, the notice of  
20 civil claim, if read in isolation, could  
21 underwrite and support the claim of an interest  
22 in land for what we'll call the Greenlees  
23 property.

24 The fact is that Ms. Wei, by electing to  
25 have her husband adduce evidence in this matter,  
26 has basically shot herself in the foot. She  
27 elected to have Mr. Jin, her husband, give  
28 evidence that is directly contrary to and does  
29 not support in any way the facts which she says  
30 in her -- or alleges in her notice of civil  
31 claim, support her claim for an interest in the  
32 land. For example, in the notice of civil claim,  
33 Ms. Wei asserts that the sum of \$1 million was  
34 loaned to both of the defendants, Mr. Feng and  
35 Mr. Li. In Mr. Jin's affidavit, which is the  
36 only evidence on which Ms. Wei relies in this  
37 matter, Mr. Jin says that the money went -- or  
38 the loans were made to Mr. Feng alone. She says  
39 absolutely nothing about money being advanced to  
40 Mr. Li or that Mr. Li, in any way, gained any  
41 benefit from those advances.

42 So the notice of civil claim is not  
43 supported by any evidence at all. In fact, it's  
44 directly refuted, at least in that respect.

45 Furthermore, Ms. Wei would assert that her  
46 claim for an interest in the land arises out of a  
47 document which was allegedly signed by Mr. Li,

31  
Order by the Court

1 and that's particularized in paragraph 5 of the  
2 notice of civil claim. Read as it is described  
3 in the notice of civil claim, there's an  
4 allegation that the loan was to be secured by the  
5 residential property. The only translation I  
6 have of a Chinese language element for a portion  
7 of that document says that the land was to stand  
8 as guarantee for the loan. There is no way that  
9 such an assertion or such language could be taken  
10 by this Court to be a transfer of either a legal  
11 or an equitable interest in the land. It is far  
12 and away too vague to stand as such.

13 So that does away with the document as being  
14 some sort of transfer of an interest.

15 Furthermore, the -- and if the -- to the  
16 extent, rather, that the notice of civil claim  
17 asserts a claim in trust for an interest in the  
18 land, the notice of civil claim stipulates that  
19 the funds advanced, some \$1 million, were to be  
20 used for the construction and renovation of the  
21 Greenlees property and for the purchase of  
22 materials incidental thereto. That's what the  
23 notice of claim says. Mr. Jin's affidavit,  
24 which, again, is the only evidence in support of  
25 the allegations set out in the notice of civil  
26 claim, is to the contrary. In fact, Mr. Jin says  
27 that the money was loaned to Mr. Feng alone to  
28 support his gambling habit. Mr. Jin does not  
29 support in any way the allegations in the notice  
30 of civil claim.

31 And so there is, on the face of the matter,  
32 no support for the proposition that Ms. Wei is  
33 entitled to claim an interest in the Greenlees  
34 property. In point of fact, because this  
35 evidence was adduced by Mr. Jin, her husband, who  
36 acted as her agent throughout apparently, and  
37 because Mr. Jin has given evidence that the  
38 circumstances and nature of the transaction  
39 between his wife and Mr. Feng were substantially  
40 different from the allegations, facts set out in  
41 the notice of civil claim, I have to conclude  
42 that Ms. Wei, when she authorized this notice of  
43 civil claim to be filed, knew that it was false,  
44 knew that it could not be supported by evidence,  
45 knew that, if put to it, her husband would adduce  
46 evidence directly to the contrary. She has  
47 filed, as far as I can tell, a notice of civil

1 claim, that is not supported in the evidence.

2 Furthermore, she's claimed an interest in  
3 the land and filed a CPL against the Greenlees  
4 property that she knew could not survive any kind  
5 of challenge, any kind of analysis or scrutiny.  
6 Given that finding, and it's an inference that I  
7 must draw from the evidence that Ms. Wei and her  
8 husband chose to adduce here, I can come to no  
9 conclusion but that Ms. Wei knew that she was  
10 claiming an interest in land on -- without any  
11 substantial basis.

12 And so it is appropriate, I think, to -- for  
13 me to conclude that the filing of the CPL, which  
14 is the only issue before me, was in fact an abuse  
15 of process and that that was reprehensible  
16 contract -- conduct by Ms. Wei. It cannot be  
17 sanctioned by this Court. It must be punished.  
18 And the punishment that I choose to inflict here  
19 is that she will pay special costs of this  
20 application. Those costs may be assessed and are  
21 payable forthwith.

22 I'll give you back your binder, Mr. Millar.  
23 MR. MILLAR: My Lord, I'd just like to comment on a  
24 form of the order. I've used this format in  
25 order to remove the CPL and I had to handwrite in  
26 the reference to the special costs. I'm mindful  
27 of timing issues and the necessity to get the CPL  
28 off as soon as possible, and I'm just wondering,  
29 I've shown this to my friend. I trust that he  
30 will sign it immediately after I do these  
31 handwritten changes, but what the order  
32 contemplates is the registrar shall discharge  
33 upon presentation of a court certified copy of  
34 the order, together with a letter from me saying  
35 I hold the security. You didn't make reference  
36 to the security.

37 THE COURT: Well, I hardly think it's necessary, but  
38 to the extent that it is, a dollar will do.

39 MR. MILLAR: Yes. And so I don't want to take up the  
40 Court's time to look at the form of the order,  
41 but if I can have the assurance that this meets  
42 with your approval, then I'll have Ms. Jeng  
43 hopefully return the order to me tomorrow so that  
44 I can get it entered immediately.

45 THE COURT: Well, your hurried pencilled in portion  
46 having to do with costs, I can barely read it.

47 MR. MILLAR: The plaintiff shall recover special costs

33  
Certification

1 of the application.  
2 THE COURT: I think you need to -- I'm here for the  
3 rest of the afternoon as far as I can tell, so if  
4 you can get that cleaned up and your -- and  
5 Mr. Ng is inclined to approve its form, great.  
6 MR. MILLAR: All right. Thank you.  
7 THE COURT: Otherwise come back later.  
8 MR. MILLAR: Thank you, My Lord.  
9


10 (PROCEEDINGS ADJOURNED AT 2:22 P.M.)  
11

12 **Reporter's Certification**  
13

14 I, Barbara Neuberger, Official Reporter in  
15 the Province of British Columbia, Canada, BCSRA  
16 No. 147, do hereby certify:  
17

18 That the proceedings were transcribed by me  
19 from digital audio provided of digitally recorded  
20 proceedings, and the same is a true, correct and  
21 complete transcript of said recording to the best  
22 of my skill and ability.  
23

24 IN WITNESS WHEREOF, I have hereunto  
25 subscribed my name and seal this 13th day of  
26 July, 2015.  
27

28  
29   
30  
31  
32 **Barbara Neuberger**  
33 **Official Reporter**  
34 **CSR/RPR**  
35  
36  
37  
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39  
40  
41  
42  
43  
44  
45  
46  
47

TAB m

JUL 10 2015

ENTERED



69

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG & CHENG LI

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE ) THE HONOURABLE ) JULY 7, 2015  
) MR. JUSTICE ROGERS )  
) )  
) )

ON THE APPLICATION OF the Defendant, Cheng Li, coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, B.C. this day and on hearing Robert A. Millar, counsel for the Defendant and Zachary Ng, counsel for the Plaintiff;

THIS COURT ORDERS that:

1. The Registrar of Titles of the New Westminster Land Title Office, upon registration of this Order and production of a Court-certified copy of the Order together with a letter from the solicitor for the Defendant certifying that it is in possession of the Security defined below, shall cancel the Certificate of Pending Litigation filed at the New Westminster Land Title Office on May 28, 2015 under No. CA4422830 registered against the lands and premises more particularly known and described as:

Parcel Identifier 001-203-207  
Lot 9 Section 29 Block 4 North Range 6 West  
New Westminster District Plan 18383

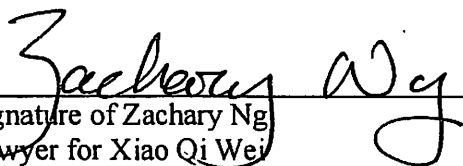
(the "Property")

This is Exhibit M referred to in the  
affidavit of JIA B. PERV  
made before me on this 12  
day of JULY 20 15  
A Commissioner for taking  
Affidavits for British Columbia

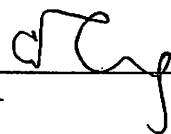
2. As security for the cancellation and discharge of the Certificate of Pending Litigation the Defendant shall deposit the sum of \$1.00 (the "Security") with its counsel, Fasken Martineau, to be held on an undertaking to retain the Security pending further order of this Court or agreement of the parties.
3. The Defendant Cheng Li shall recover special costs of this application which may be assessable forthwith and are payable forthwith thereafter.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of Robert A. Millar  
Lawyer for Cheng Li

  
\_\_\_\_\_  
Signature of Zachary Ng  
Lawyer for Xiao Qi Wei

BY THE COURT

  
\_\_\_\_\_  
REGISTRAR



No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN: XIAO QI WEI PLAINTIFF  
AND: HUA FENG & CHENG LI DEFENDANTS

ORDER MADE AFTER APPLICATION

FASKEN MARTINEAU DUMOULIN LLP  
Barristers and Solicitors  
2900 - 550 Burrard Street  
Vancouver, BC, V6C 0A3  
+1 604 631 3131

Counsel: Robert A. Millar

*Handwritten:* 26-08-2014  
Clerk  
RUSH

*Stamp:* NOTICE TO FOLLOW

*Stamp:* NOTICE TO FOLLOW

Tab N

# IN THE SUPREME COURT OF BRITISH COLUMBIA

## COPY

Date: 20150820  
Docket: S154355  
Registry: Vancouver

Between:

**Xiao Qi Wei**

Plaintiff

And

**Hua Feng and Cheng Li**

Defendants

Before: The Honourable Associate Chief Justice Cullen

### Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:

Z. Ng

Counsel for Defendant, Li:

R.A. Millar

Place and Date of Hearing:

Vancouver, B.C.  
August 20, 2015

Place and Date of Judgment:

Vancouver, B.C.  
August 20, 2015

This is Exhibit <sup>N</sup>..... referred to in the  
affidavit of J. D. S. Fenn  
made before me on this 13  
day of SEP 20 15

  
A Commissioner for taking  
Affidavits for British Columbia

[1] **THE COURT:** This is an application for an order as to special costs of the entirety of this action following its discontinuance against the defendant, Cheng Li. The action was commenced on May 27, 2015, and a Certificate of Pending Litigation was filed against the property of Mr. Li.

[2] The ostensible basis for the action against the defendant Li and his co-defendant Hun Feng, as set out in the Notice of Civil Claim reads as follows in paragraphs 5 and 6:

5. On or about April 2, 2015, the plaintiff loaned the amount of \$1,000,000 (the "Loan") to the Defendants on the following terms:
  - a. The Defendants must return to loan to the Plaintiff on or before May 2, 2015.
  - b. The loan was to be secured by the residential property located at 9840 Greenlees Rd., Richmond, B.C.
  - c. The Defendants must use the loan for the purposes of:
    - i. construction and renovation on the Greenlees Rd. Property; and
    - ii. purchase of materials incidental thereto.
6. Although the deadline of May 2, 2015, has come and passed, the Defendants have refused or neglected to repay the loan to the Plaintiff.

[3] The allegation in paragraph 5, track the terms of a promissory note dated April 2, 2015, which reads as follows:

HUA FENG & CHENG LI on April 2, 2015 had borrowed from XIAO QI WEI Canadian one million dollars even. The funds has to be returned before May 2, 2015. Using the address 9840 Greenlees Road, Richmond, BC house as security. The borrowed funds will be used to purchase materials and for interior/exterior renovation use.

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

And that note purported to be signed by Feng, Wei and Cheng Li.

[4] In reality and to the knowledge of the plaintiff, no funds were advanced on April 2, 2015. Nor were any funds advanced to the defendant, Cheng Li, at any time.

[5] The asserted underpinning to the debt said to be outstanding was set out in an affidavit sworn by Paul Jin, the husband of the plaintiff, on July 7, 2015. He deposed that over a period of time he loaned funds to the defendant, Hua Feng, from time to time and at some point realized that Feng's indebtedness to him amounted to \$1.3 million. \$500,000 had been made through bank transfers in the People's Republic of China and some \$800,000 had been advanced through Feng's use of an internet gambling site.

[6] Mr. Jin went on to depose as follows in paragraphs 9 to 14 of his affidavit as follows:

9. Up until this point, Hua Feng told me many times that his family in China was exceedingly wealthy. This was one of the reasons, apart from his earlier trustworthiness, why I was willing to lend him large sums of money.
10. When I asked Hua Feng to provide some security for my money, Hua Feng said that it was no problem. He sent me a partial photograph of a BC Hydro invoice for the residential property located at 9840 Greenlees Road, Richmond, British Columbia (the "Greenlees Road Property"). That BC Hydro invoice bore the name of his father, Jia Bao Feng. Hua Feng said that the Greenlees Road Property belonged to him, and suggested that I accept it as security.
11. Attached hereto and marked as Exhibit "A" is a copy of a screenshot of a conversation between Hua Feng and me on WeChat. The picture in the middle of that screenshot is a partial photograph of the BC Hydro invoice mentioned above.
12. In or about April 2, 2015, I asked Hua Feng to sign a promissory note, stating that the Greenlees Road Property was to be used as security. Hua Feng signed his name willingly. (That promissory note was more or less the same as Exhibit "A" to Geok Poon's Affidavit #1 filed June 23, 2015, the difference being that it referred only to Hua Feng, rather than Hua Feng and Cheng Li, and only Hua Feng's signature was present.)
13. Around that time, Hua Feng also stated that the residential property located at 890 Anderson Crescent, West Vancouver, British Columbia (the "Anderson Crescent Property") belonged to him, and suggested that I accept it as security.
14. Attached hereto and marked as Exhibit "B" is a copy of some screenshots of a conversation between Hua Feng and me on WeChat. (WeChat is a

popular Chinese social networking application, which is similar in functionality to MSN Messenger.)

[7] Mr. Jin asserted in a second affidavit dated August 7, 2015, as follows at paragraph 6:

6. The Plaintiff commenced this legal action (through me as her agent), because Hua Feng owed her money. We included Cheng Li as a defendant, because:
  - a. Hua Feng stated to me that he owned the residential property located at 9840 Greenlees Road, Richmond, British Columbia (the "Greenlees Property"), and that Cheng Li was holding it for him in name only.
  - b. Hua Feng sent me proof that he resided at the Greenlees Property.
  - c. After I sent Hua Feng away with a loan receipt, which stated that the Greenlees Property was to be used "security" or "guarantee" for a loan, Hua Feng returned the loan receipt to me with a signature which purported to have been made by Cheng Li.
  - d. Hua Feng's ex-girlfriend, Qian Pan, advised me that Hua Feng's family concealed assets by transferring a residential property from under Hua Feng's name, and I made an audio-recording of that conversation. Based on the context, I believed at the time that Qian Pan was referring to the Greenlees Property.

[8] A CPL was filed against Mr. Li's property at the time of the commencement of the action. Once he became aware of it, he retained counsel to have it set aside and to have the action dismissed.

[9] It was agreed between counsel that an application to set aside the CPL would be heard on July 7, 2015, and a summary judgment application would be heard on August 7, 2015. On July 7, 2015, Mr. Justice Rogers heard the application to set aside the CPL and made an order setting it aside on the provision of security of \$1 by Li to be held by his counsel. He made an order of special costs against the plaintiff citing reprehensible conduct on the part of the plaintiff.

[10] He ruled in part as follows:

And so there is, on the face of the matter, no support for the proposition that Ms. Wei is entitled to claim an interest in the Greenlees property. In point of fact, because this evidence was adduced by Mr. Jin, her husband, who acted as her agent throughout apparently, and because Mr. Jin

has given evidence that the circumstances and nature of the transaction between his wife and Mr. Feng were substantially different from the allegations, facts set out in the notice of civil claim, I have to conclude that Ms. Wei, when she authorized this notice of civil claim to be filed, knew that it was false, knew that it could not be supported by evidence, knew that, if put to it, her husband would adduce evidence directly to the contrary. She has filed, as far as I can tell, a notice of civil claim, that is not supported in the evidence.

Furthermore, she's claimed an interest in the land and filed a CPL against the Greenlees property that she knew could not survive any kind of challenge, any kind of analysis or scrutiny. Given that finding, and it's an inference that I must draw from the evidence that Ms. Wei and her husband chose to adduce here, I can come to no conclusion but that Ms. Wei knew that she was claiming an interest in land on -- without any substantial basis.

And so it is appropriate, I think, to -- for me to conclude that the filing of the CPL, which is the only issue before me, was in fact an abuse of process and that that was reprehensible contract -- conduct by Ms. Wei. It cannot be sanctioned by this Court. It must be punished. And the punishment that I choose to inflict here is that she will pay special costs of this application. Those costs may be assessed and are payable forthwith.

[11] The summary judgment application was adjourned by the plaintiff from August 7 to August 14, as I understand it. In the interim, the plaintiff discontinued the action against the defendant Li.

[12] It is the defendant Li's submission relying on *Binary Environments Ltd. v. Batyka*, 2014 BCSC 919, that it is open to the Court to order special costs as costs under Rule 9-8(4) providing that a party discontinuing an action or withdrawing a response must pay the costs of the other to the date of discontinuance or withdrawal. I agree with that proposition.

[13] Although counsel for the defendant Li was retained to deal with the CPL, it was necessary as a condition to apply to have it set aside and to bring the application for summary judgment to take certain steps, including filing a Response to the Notice of Civil Claim, producing a list of documents as part of that process. What the defendant Li is, in fact, seeking is an order that confirms that all the steps taken to date in pursuit of the ultimate objective of removing the CPL and to defend this action and which have led to its discontinuance are subject to a special costs order.

[14] I view that as an appropriate order to make. The foundation for the claim against the defendant Li is fiction and it was known to the plaintiff to be fiction at the time it was advanced. The claim is based on a document (the Promissory Note) also known to the plaintiff to be fiction. While the plaintiff's husband asserts that he had some basis to believe that the defendant Li's house was held in some sort of trust for the defendant Hua Feng and/or his family and was to be used as collateral for the loan, that is not what the promissory note evidences or what the Notice of Civil Claim claims.

[15] Had the plaintiff sought to pursue or plead the matter in accordance with Mr. Jin's asserted belief in the state of affairs, even the most rudimentary inquiry would have revealed the essential fallacy of that state of belief. In my view the plaintiff's conduct in bringing this action and in filing a Certificate of Pending Litigation against the defendant Li on a clearly fictional basis, at best, reveals reckless indifference to the legitimate interest of the defendant Li and as such is deserving of rebuke through the imposition of special costs: see *Concord Industrial Services Ltd. v. 371773 B.C. Ltd.*, [2002] B.C.J. No. 1318.


[16] The defendant Li is entitled to special costs of the entirety of this action, including this application and his counsel is relieved of the obligation of holding the sum of \$1 in trust as security for the removal of that CPL.

[17] MR. MILLER: Thank you, My Lord. The schedule to the submission is the form of order, and I would change the date of it of course. And then I would add in paragraph 2, a reference to our entitlement for costs for the appearance on August 7.

[18] THE COURT: Yes. Thank you.

[19] MR. MILLER: Thank you.

[20] THE COURT: All right. Thank you.

  
Associate Chief Justice Cullen



SUPREME COURT OF BRITISH COLUMBIA  
800 SMITHE STREET  
VANCOUVER, B.C. V6Z 2E1

FAX TRANSMISSION

To: R. Millar/C. Carmichael  
Fax: 604-631-3232

From: Mary/Associate Chief Justice A. Cullen Date: Aug 31/15

Re: Oral Reasons Pages: 02  
Wei v. Feng  
New page 1 with Mr.  
Millar's correctly spelled  
surname

☐ Urgent Will Follow by Regular Mail For Review ☐ ☐

CONFIDENTIALITY

The document(s) accompanying this fax contain confidential information which is legally privileged. This information is for the use of the intended recipient(s) only. If you are not the intended recipient(s), you are hereby notified that any disclosure, copying, distribution or other action concerning the contents of this telefax is strictly prohibited. If you have received this transmission in error, please notify us by telephone immediately Mary (604-660-2744).

**RE: Please see attached**

With respect to the above-noted matter, please find attached a copy of the official oral transcription document you ordered through **Charest Reporting** ("Transcription Company"), as requested.

This document was prepared and finalized using the information you provided in PART II of the attached request form. *[You should have received an electronic copy of this form from the Transcription Company when you initiated your oral transcription request, instructing you to complete PARTS I B and II, as required by the Court.]*

If an amendment to the information set out in PART II (page 1 of the oral document) is required, please complete PART IV of this form electronically and resubmit it to the Transcription Company at their e-mail address noted in PART I. The Transcription Company will then forward your request to the Court and a Corrigendum will be prepared and issued in due course. *[Please contact the Transcription Company to obtain a copy of the original electronic request form for this purpose if for some reason you no longer have it.]*

We trust you find the attachments are in order.

TAB 0

This is Exhibit ..... referred to in the  
 affidavit of JIA B FENG  
 made before me on this 12  
 day of 1205 2015  
 A Commissioner for taking  
 Affidavits for British Columbia

No. S154355  
 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG & CHENG LI

DEFENDANTS

**ORDER MADE AFTER APPLICATION**

	)		)
	)		)
BEFORE	)	THE HONOURABLE ASSOCIATE	)
	)	CHIEF JUSTICE AUSTIN F. CULLEN	)
	)		)

AUG 20, 2015

ON THE APPLICATION OF the Defendant, Cheng Li, coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, B.C. this day and on hearing Robert A. Millar, counsel for the Defendant, Cheng Li, and Zachary Ng, counsel for the Plaintiff;

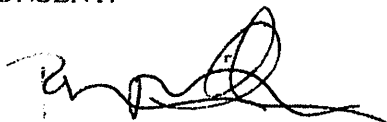
THIS COURT ORDERS AND DECLARES that:

1. In addition to the award of special costs set out in the Order of Mr. Justice Rogers dated July 7, 2015 made in this action, the Defendant Cheng Li shall be entitled to his costs of the entirety of this action as special costs;
2. Cheng Li shall be entitled to his costs of this application and all steps following the filing of the Notice of Discontinuance by the Plaintiff on July 27, 2015, including the special costs of the appearance of August 7, 2015, the costs of assessment of the special costs awarded by Mr. Justice Rogers on July 7, 2015 and by this Order, as special costs;

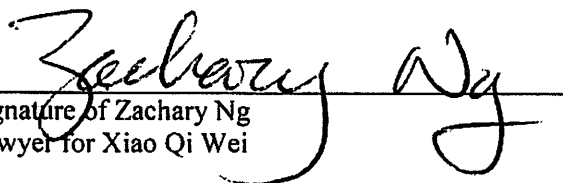
- 2 -

3. The Plaintiff shall pay the special costs as assessed pursuant to this Order and the Order of Mr. Justice Rogers of July 7, 2015 forthwith after assessment thereof.
4. The obligation of Cheng Li to provide security as set out in the Order of Mr. Justice Rogers of July 7, 2015 is hereby vacated and set aside.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



\_\_\_\_\_  
Signature of Robert A. Millar  
Lawyer for Cheng Li



\_\_\_\_\_  
Signature of Zachary Ng  
Lawyer for Xiao Qi Wei

BY THE COURT

\_\_\_\_\_  
REGISTRAR

No. S154355  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

HUA FENG & CHENG LI

DEFENDANTS

---

ORDER MADE AFTER APPLICATION

---

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
2900 - 550 Burrard Street  
Vancouver, BC, V6C 0A3  
+1 604 631 3131

Counsel: Robert A. Millar

TAB P

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$ 680000

2015-09-14, 14:13:48

Requestor: Rita Raju

\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

**Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

**Title Number**

From Title Number

BB1118022

BA446066

This is Exhibit 9 referred to in the  
affidavit of J. B. Fengmade before me on this 12day of SEPT 20 15**Application Entered**

2009-11-07

**Application Received**

2009-11-04

A Commissioner for taking  
Affidavits for British Columbia**Title Cancelled****2015-01-02****Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

JIA BAO FENG, BUSINESSMAN  
8426 FRANCIS ROAD  
RICHMOND, BC  
V6Y 1A6**Taxation Authority**

CITY OF RICHMOND

**Description of Land**

Parcel Identifier:

001-969-587

Legal Description:

THE EAST HALF OF LOT 531 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 47750**Legal Notations**ZONING REGULATION AND PLAN UNDER  
THE AERONAUTICS ACT (CANADA)  
FILED 10.02.1981 UNDER NO. T17084  
PLAN NO. 61216**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

K92838

Registration Date and Time:

1974-08-20 13:53

Registered Owner:

TOWNSHIP OF RICHMOND

Remarks:

PLAN 46820

ANCILLARY RIGHTS

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$ 680000

Nature:	MORTGAGE
Registration Number:	CA2219658
Registration Date and Time:	2011-10-05 06:01
Registered Owner:	HSBC BANK CANADA

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

Registration Date:	2015-01-02
Description:	All CA4160150



TAB Q

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$1555000

2015-09-14, 14:13:13<sup>84</sup>

Requestor: Rita Raju

\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

**Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

**Title Number**

From Title Number

CA4160150

BB1118022

This is Exhibit Q referred to in the  
affidavit of J. D. R. GENTmade before me on this 12day of SEP 5 2015**Application Entered**

2015-01-02

**Application Received**

2014-12-30

A Commissioner for taking  
Affidavits for British Columbia**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

WAN LING ZHOU, MANAGER  
8426 FRANCIS ROAD  
RICHMOND, BC  
V6Y 1A6**Taxation Authority**

CITY OF RICHMOND

**Description of Land**

Parcel Identifier:

001-969-587

Legal Description:

THE EAST HALF OF LOT 531 SECTION 28 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT PLAN 47750**Legal Notations**ZONING REGULATION AND PLAN UNDER  
THE AERONAUTICS ACT (CANADA)  
FILED 10.02.1981 UNDER NO. T17084  
PLAN NO. 61216**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

K92838

Registration Date and Time:

1974-08-20 13:53

Registered Owner:

TOWNSHIP OF RICHMOND

Remarks:

PLAN 46820

ANCILLARY RIGHTS

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 304172.00001

Declared Value \$1555000

2015-09-14, 14:13:13

Requestor: Rita Raju

Nature:	MORTGAGE
Registration Number:	CA4160151
Registration Date and Time:	2014-12-30 12:10
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
-----------------------------	------

TAB R



This is Exhibit ..... referred to in the  
affidavit of JIA R. FENT

made before me on this .....  
day of SEP 20 15

A Commissioner for taking  
Affidavits for British Columbia

列市停車場內遭 SUV 疾至伏擊  
**華漢錫克廟前遭亂槍射殺**

【明報專訊】一名四歲、居住在北約文的華裔男童凌晨被列申車區一輛奧克蘭（Sikh Temple）學校區內大連閣槍械殺害。有現場人士稱：死者喉、手臂和側胸處是彈孔。估計有20顆子彈，但警方沒有證實。警方表示，死者為警方熟悉人士，相信事件屬於有目標襲擊，不會危及公眾安全。涉案奧克蘭24小時開放，案發時至少有100人於場內。

華特聯合與納爾遜經紀 (NAT) 發言人阿爾諾·  
Stephano Adame 表示，美俄昨日內陸部、衛生部、  
教育、內務及農業部簽署協議，將由西爾維斯·  
Weinmann 爵士 (Sir) 1999 年的 The Meadows  
Golfcourse 設計與重新興建，將由建築師、景觀  
師及工程師，已於去年完成的一項計劃內，為一五  
年造價約一百萬英鎊大舉，將由文庫華特爵士隨後  
將案文交由首都巴尼特調查組處理。  
該項調查案位於約由東區第八路 (New Rd.)  
西區九路 (New Rd.) 之間。

醫方熟悉死者

警方熟悉死者

警方確認，案中盜劫擊斃之男子係42歲的劉文華（譯音：Edwin Shuk Yu Cheng，音譯）。起警方外源人士，由於案件仍處初步調查階段，未和該名被槍殺劉華的親屬，但指該案件沒有計開兇案，不會對公眾安全造成威脅。警方沒有提供該名被殺男子面部照片給傳媒。

阿什頓強調，事發時寺廟內無開放，估計寺中當時最多有30至100人，目前尚未得證據，本案相關時間發生在清晨，則死者與穆克羅威離明

據不願透露姓名的工作人員及給鎖者的同事透露，一名目擊者向媒體表示，他當時正在廟內，無緣何新開一棟車庫有一條灰色路虎(Land Rover) 31/V。一名男子正坐在車庫中。此時，一輛黑色SUV突然駛入停車場，在路邊車道停下，而路虎車門及玻璃，隨後迅速被擊碎。

至少開廿槍 警未趕到

（黑色）V型運轉數十槍，至少20槍，距離近，玻璃上佈滿彈孔，車中男子手臂及喉頸受傷，但雙方沒有證實說法。

國內其他到訪人士指出，該國政局及附屬區域一直非常安定，過去30年都未曾發生任何嚴重治安事件。而對該國槍擊案，很多繼續前往該國旅遊的人士均表示震驚。

時未有明確任聘人。他同時呼籲，市民有專業背景，請致電警方。



偷竊信用卡偽造使用  
同姓名男子犯案累累

檢獲文件顯示，一名與案中死者 Xiao Sheng-Yin Cheng 同名的男子，曾於 2005 年購買持有，使用該號碼的電話卡數萬。  
2009 年，該男子又被控以價值 500 元以上財物，未經允許使用他人信用卡信息及製造信用卡罪  
名成立。

列治文社區報(Richmond Review)在2011年報導, Edwin Shek-Yin Cheng 與另外三名華裔居民被控多項非法取利罪項。2011年的案件, 卡加利警方逮捕該名華裔居民及另外兩名, 隨後軍地雙方開始偵查卡, 警方共查獲一宗價值100萬元的非法賭博案。

2015年6月7日 星期日  
XINWEN JIANGSU RENJIAN KUNSHU  
G7峰會前夕 敬告民衝突

2018年6月7日 星期三  
第1111期

3

2

## CONCERT

TAB S



**Robert A. Millar**

**To:** Zachary.Chun.Ng@hotmail.ca  
**Subject:** Wei v. Yuqiang (Canada) Enterprises Co. Ltd. (the "Company")

Zachary, we are being retained by the Company for action No. S155331 (the "Action") and are instructed to make the following offer.

We reserve the right to show this letter to the court in subsequent proceedings in respect of costs and special costs.

We understand that you have filed a Certificate of Pending Litigation in the Action as against two strata lots owned by the Company.

For the reasons articulated by Mr. Justice Rogers we are of the view that the Action will fail and the CPL will be discharged. As such we are prepared to recommend to our client that if Ms. Wei agrees to a Consent Dismissal Order and to discharge forthwith the CPL, that the CDO be without costs to either party and as such the Company will not claim costs as against Ms. Wei. Failing such an agreement we expect to be instructed to make a similar Summary Trial application for dismissal of the Action and to apply to have the CPL discharged or released as a consequence of the Summary Trial result or alternatively by reason of the fact of hardship and inconvenience.

Although we are not privy to the reasons as to the defect notice being issued in relation to the registration of the alleged mortgage (the "Mortgage") it is our understanding that the Company did not grant a Power of Attorney to Hua Feng so as to permit him to purport to bind the Company to the Promissory Note and the Mortgage that Hong Guo presented for registration. The purported Power of Attorney was given by Jia Bao Feng in his personal capacity to his son Hua Feng and as such no valid mortgage or debt obligation could be incurred by Hua Feng in the name of the Company.

There was obviously no consideration for the Promissory Note or the Mortgage and as such they are invalid. Moreover, the Company and its director Jia Bao Feng did not authorize the Note or the Mortgage being granted. We are informed that Mr. Jin exercised undue influence and coercion in forcing Hua Feng to purport to sign the Note and Mortgage documents. We hereby demand proof of advancement of money by Ms. Wei to the Company or evidence of consideration which you allege to have been given.

In addition there appears to be a serious issue involving Hong Guo in that as we understand it, she acted for Jia Bao Feng and Mr. Jin (she drafted the Power of Attorney). We do not believe that it was open to her to act for both parties, that there were obvious defects in the manner in which the documents were executed, no independent legal advice was given to the Company or its director Jia Bao Feng and that Ms. Guo had no authority to purport to register the Power of Attorney with the Land Title Office. We understand that there may well have been other defects in the purported execution of the documents.

If it is the case as we have suspicions of, this case would likewise attract a claim for special costs.

It is our view that Mr. Jin and Ms. Wei ought to abandon this misguided effort to obtain a mortgage interest in the lands of the Company, when nothing was given by either of them to the Company (as in the case of Mr. Li) and in the circumstances were it is clear that Ms. Wei cannot sue in respect of a Note purportedly granted to Mr. Jin and a Mortgage purportedly granted to Mr. Jin. You are strongly advised to avoid further embarrassment in relation to the unseemly aspects of this case and cause it to be dismissed and avoid any costs payment. The dismissal will be agreement with you, be binding as to the rights of Mr. Jin as against the Company as well.

We look forward to your early advice. We suggest that you not make the same mistake as was done in relation to the offer that we made in relation to Mr. Li. As you well know, you could have avoided the penalty of the special costs order in the case in which you ultimately filed a Notice of Discontinuance with respect to Mr. Li. We anticipate having the same measure of success for the Company as we did for Mr. Li.

Upon being fully retained, we will accept service of the Notice of Civil Claim and file a Response to it if the matter is not resolved before then. As such we confirm that you will not take default judgment against the Company without further reasonable notice to us. We trust that that will not be necessary.

—  
Robert A. Millar | Partner \*

T. +1 604 631 4928 | M. +1 604 506 3332 | F. +1 604 632 4928  
[rmillar@fasken.com](mailto:rmillar@fasken.com) | [www.fasken.com](http://www.fasken.com)

2900 - 550 Burrard Street, Vancouver, British Columbia V6C 0A3

**FASKEN  
MARTINEAU** 

VANCOUVER • CALGARY • TORONTO • OTTAWA • MONTREAL • QUEBEC CITY • LONDON • PARIS • DUBAI • BURG

\*Law Corporation



No. S155331  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

YUQIANG (CANADA) ENTERPRISES CO. LTD.

DEFENDANT

---

**AFFIDAVIT**

---

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
2900 - 550 Burrard Street  
Vancouver, BC, V6C 0A3  
+1 604 631 3131

Counsel: Robert A. Millar  
Matter No: 304172.00001



This is the 1<sup>st</sup> Affidavit of Paul King Jin  
in this case and was made  
on November 17, 2015

No. S155331  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

Yuqiang (Canada) Enterprises Co. Ltd.

DEFENDANT

**AFFIDAVIT**

I, Paul King Jin, businessman, of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8, MAKE OATH AND SAY AS FOLLOWS:

1. I am the husband of the plaintiff in this legal action, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. I make this affidavit in support of my application response to be filed on the same day.
3. I have reviewed Jia Bao Feng's Affidavit #1 and Hua Feng's Affidavit #1, both filed October 6, 2015. I take issue with many of the facts set out therein. I make this affidavit to provide my version of events.

Background Facts

4. This current action (the "Current Action") has a parallel action (the "Parallel Action"), namely *Xiao Qi Wei v. Hua Feng and Cheng Li* (B.C.S.C. Vancouver Registry Action No. S154355).
5. In the Parallel Action, I made two affidavits, namely my Affidavit #1 filed July 7, 2015 and Affidavit #2 filed August 7, 2015.
6. I am a member of a private lending business serving a clientele with diverse needs. Sometimes, I lend my money; at other times, I lend my associates' money.
7. My wife, Xiao Qi Wei, sometimes participates by lending her money. In these cases, as in the instant case, I would act on behalf of my wife in my capacity as her agent. I would make it clear to the borrower, however, that the money ultimately came from my wife.
8. Hua Feng is one of my longstanding clients. We first met around two years ago. Our initial relationship is described in paragraphs 5 and 6 of my Affidavit #1 in the Parallel Action.

9. As further described in paragraph 7 of the same affidavit, sometime prior to April 2015, I became concerned that Hua Feng was holding a significant amount of debt from the plaintiff, more particularly in the approximate amount of \$1,300,000 CAD.
10. After discussion, Hua Feng agreed to give me a number of collateral securities to secure his debt from the plaintiff.
11. Within a few days of April 2, 2015, Hua Feng provided me with a promissory note (the "First Note") bearing his signature, as well as the purported signature of Cheng Li, in the amount of \$1,000,000 CAD, which specifically granted a collateral security interest in the property located at 9840 Greenlees Road, Richmond, British Columbia (the "Greenlees Road Property").
12. Attached hereto and marked as Exhibit "A" is a copy of the First Note.
13. I asked Hua Feng to provide me with a note bearing his and Cheng Li's signatures, because Cheng Li was the registered owner of Greenlees Road Property, and Hua Feng advised me that Cheng Li was holding the Greenlees Road Property for the benefit of Hua Feng's family.
14. On April 9, 2015, Hua Feng further signed and executed two promissory notes and associated mortgages as follows:
  - a. a promissory note (the "Second Note") in the amount of \$220,000, which specifically grants a mortgage over the properties located at #1010-4000 No. 3 Road, Richmond, British Columbia and #1015-4000 No. 3 Road, Richmond, British Columbia (the "No. 3 Road Properties").
  - b. a promissory note (the "Third Note") in the amount of \$110,000, which specifically grants a mortgage over the property located at 9031 Saunders Road, Richmond, British Columbia (the "Saunders Road Property").
15. Attached hereto and marked as Exhibit "B" is a copy of the Second Note, and the mortgage drafted on the basis thereof.
16. Attached hereto and marked as Exhibit "C" is a copy of the Third Note, and the mortgage drafted on the basis thereof.
17. Hua Feng signed and executed the Second Note and Third Note in front of Hong Guo. Hong Guo is a lawyer currently practising at Richmond, British Columbia.
18. Hua Feng signed the Second Note in his capacity as Jia Bao Feng's attorney under a general power of attorney granted by Jia Bao Feng to Hua Feng on October 14, 2011. Jia Bao Feng is Hua Feng's father, and the sole director and shareholder of Yuqiang (Canada) Enterprises Co. Ltd. ("Yuqiang"). As Jia Bao Feng's attorney, Hua Feng signed for Yuqiang.
19. I note that references to the First Note, Second Note, and Third Note in this affidavit should not be construed as bearing any implications regarding the order in which these promissory notes were signed. I have referred to them as such simply for convenience.

20. I commenced the Parallel Action on behalf of my wife against the Hua Feng and Cheng Li on May 27, 2015 on the basis of the First Note and registered a certificate of pending litigation against the Greenlees Road Property.
21. On July 10, 2015, the court ordered the certificate of pending litigation to be cancelled and discharged on the provision of \$1 of security. I subsequently discontinued my claims against Cheng Li, although my claims against Hua Feng are still ongoing in the Parallel Action.
22. I commenced the Current Action on behalf of my wife against Yuqiang (Canada) Enterprises Co. Ltd. on the basis of the Second Note, when it is discovered that the mortgage associated with the Second Note is unregistrable.

Responses to Jia Bao Feng's Affidavit #1

23. In paragraph 29 of Jia Bao Feng's Affidavit #1, Jia Bao Feng described a meeting which took place between him and me on May 4, 2015. I agree that a meeting took place between him and me on or about May 4, 2015, but disagree with his description thereof.
24. On or about May 4, 2015, I received a telephone call from Jia Bao Feng early on in the day. He asked to meet me. We agreed to meet at the Tim Hortons in Richmond Centre Mall located at 6551 No. 3 Road, Richmond, British Columbia in the afternoon of the same day.
25. When I arrived at Tim Hortons, Jia Bao Feng was already there and greeted me.
26. Initially, Jia Bao Feng stated that his son was addicted to gambling. He stated that his daughter-in-law, or Hua Feng's wife, left Hua Feng, which exacerbated Hua Feng's gambling addiction. He further stated that Hua Feng was depressed, and that he feared that Hua Feng would hurt himself on account of his depression.
27. I advised Jia Bao Feng that Hua Feng owed me the approximate amount of \$1,300,000 CAD. Jia Bao Feng advised that he was in a difficult position, as he had lost much of his wealth in China due to lawsuits. He assured me, however, that he had a house, which he intended to renovate and sell, and that he would repay other creditors and me, after he sold the house.
28. I showed Jia Bao Feng the First Note, Second Note, and Third Note. Jia Bao Feng said that he knew about the promissory notes, because he had already discussed them with Hua Feng.
29. I told Jia Bao Feng that I lent approximately \$500,000 CAD to Hua Feng by way of cash and bank transfers. (The rest of the debt was occasioned by my payment of money into Hua Feng's internet gambling accounts.) I said that I would hold off on collecting the entire amount of Hua Feng's debt to the plaintiff, if Jia Bao Feng:
  - a. repaid \$500,000 CAD immediately;
  - b. honours the First Note, Second Note, and Third Note; and
  - c. honours the entire amount of Hua Feng's debt, when his family has the financial resources to do so.
30. Jia Bao Feng agreed with my proposal. During the meeting, Jia Bao Feng appeared sincere and courteous. I did not suspect that he would later tell an entirely different story regarding our meeting in his Affidavit #1.

31. Although only the Second Note technically required Jia Bao Feng's approval, I showed Jia Bao Feng all three notes, because both Jia Bao Feng and I were operating under the assumption based on Chinese culture that Jia Bao Feng was the person who made the decisions and controlled the finances in his family.
32. Jia Bao Feng and I were both exceedingly polite to each other during the meeting. I did not threaten him before or during the meeting.
33. After the meeting, I continued to communicate with Jia Bao Feng from time to time by telephone calls and text messaging. Initially, Jia Bao Feng reassured me that he was working on repaying me as per our agreement made during the meeting. He made numerous references to his character and integrity, as well as his family's wealth, to reassure me of his sincerity.
34. After a little less than a month, Jia Bao Feng advised me by text messaging that he would prefer to deal with this matter through the court system. I was frankly surprised. In order to protect myself, I commenced the Parallel Action and sued upon the First Note.
35. I did not receive the \$500,000 CAD promised by Jia Bao Feng as per our agreement, even though I held up my end of the bargain by forbearing to sue Hua Feng, until Jia Bao Feng repudiated our agreement by stating that he would prefer to resolve this matter in court.
36. In response to paragraph 22 of Jia Bao Feng's Affidavit #1, Yuqiang received valuable consideration. First, as per our agreement, I held off on collecting Hua Feng's debt to the plaintiff. Second, I continued to lend money to Hua Feng and postponed the collection of his debt, after he made the security instruments. If Jia Bao Feng did not expressly authorize Hua Feng earlier, he subsequently ratified Hua Feng's actions during our meeting.
37. In response to paragraphs 21, 23, 24, 25, 26, 27 and 28 of Jia Bao Feng's Affidavit #1, aside from our agreement during the meeting, Hua Feng also represented to me that he was authorized by Jia Bao Feng to sign and execute the Second Note.

#### Responses to Hua Feng's Affidavit #1

38. I never coerced or threatened Hua Feng throughout our dealings. The best proof of this is paragraphs 33 to 37 of my Affidavit #1 in the Parallel Action. If I coerced or threatened Hua Feng, or if he was fearful of me, why would he continue to borrow money from me?
39. In response to paragraph 8 of Hua Feng's Affidavit #1, Hua Feng informed me himself that:
  - a. Jia Bao Feng was his father;
  - b. Jia Bao Feng was the sole shareholder and director of Yuqiang;
  - c. he was in possession of a general power of attorney granted by Jia Bao Feng; and
  - d. he was authorized to carry out transactions on behalf of Yuqiang.
40. I specifically dispute Hua Feng's theory that Hong Guo told me about assets belonging to him and his father, and the general power of attorney. Throughout our dealings, Hua Feng kept telling me that he came from a wealthy background in China. When I became concerned about his ability to repay me, he told me about the Greenlees Road Property, the No. 3 Road Properties, and the Saunders Road Property, in order to convince me to keep lending him money.

41. In addition to the above-mentioned properties, Hua Feng told me that Cheng Li held the property located at 890 Anderson Crescent, West Vancouver, British Columbia (the "Anderson Crescent Property") for the benefit of Hua Feng's family, and asked me to accept that property as collateral security for his debt.
42. I have deposed to Hua Feng's representations to me in paragraphs 9 to 20 of my Affidavit #1 in the Parallel Action.
43. In response to paragraphs 9, 10 and 11 of Hua Feng's Affidavit #1, I attended Hong Guo's office with Hua Feng on April 9, 2015. I was not accompanied by three men, nor were three men anywhere near us throughout.
44. Both Hua Feng and I were present in the meeting with Hong Guo. Hua Feng produced a corporate minute book containing the general power of attorney to Hong Guo. He also pointed out certain corporate documents showing that Jia Bao Feng was the sole shareholder and director of Yuqiang to Hong Guo. Hua Feng expressly stated that he was authorized by Jia Bao Feng to grant a mortgage on behalf of Yuqiang.
45. The meeting was conducted in Chinese, and Hua Feng did not appear to have any difficulty understanding the proceedings. In fact, the information recorded in the Second Note and the Third Note, including the principal amounts, interest rates, and civic addresses (of the collateral securities), was in part supplied by Hua Feng during the meeting. Hong Guo's office drafted the Second Note and the Third Note based on information we had provided, before Hua Feng signed.
46. I also did not threaten Hua Feng or his family in any way whatsoever, whether before or during our meeting with Hong Guo. Where Hua Feng alleged that I was pestering him to sign the Second Note and Third Note, in reality Hua Feng was pestering me to accept the No. 3 Road Properties and the Saunders Road Property as collateral security. He wanted to borrow more money from me after signing the Second Note and Third Note.
47. In response to paragraph 14 of Hua Feng's Affidavit #1, we mostly talked about lending more money to him, after our meeting with Hong Guo. I have never threatened Hua Feng or his family in any way, apart from raising the prospect of court proceedings.

#### Advancement of Funds

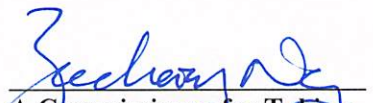
48. Attached hereto and marked as Exhibit "D" is a bank transfer receipt dated January 6, 2015 in the amount of \$950,000 *yuan*. The recipient is clearly marked as Hua Feng.
49. Attached hereto and marked as Exhibit "E" is an excerpt from a bank statement, which describes the same transaction taking place on January 6, 2015.
50. Attached hereto and marked as Exhibit "F" is a bank transfer receipt dated February 6, 2015 in the amount of \$250,000 *yuan*. The recipient is clearly marked as Hua Feng.
51. I note that Yiqing Yao, the payor noted on the bank statement and bank transfer receipts, is my business partner in China. He paid funds to Hua Feng on my behalf.

52. As of November 17, 2015, the amount of \$1,300,000 *yuan*, being the sum of \$950,000 *yuan* and \$250,000 *yuan*, is equivalent to \$250,538 CAD, which exceeds the principal amount of the Second Note.
53. However, Hua Feng in fact owes the plaintiff much more money, in the neighbourhood of \$1,300,000 CAD.
54. Hua Feng and I, and later on Jia Bao Feng and I, often communicated by exchanging WeChat messages. For reference, WeChat is a social networking software, similar to MSN messenger, which is often used in the Chinese community.
55. Attached hereto and marked as Exhibit "G" is a print-out of some WeChat messages exchanged between Hua Feng and me.
56. In the print-out, Hua Feng sent a message to me dated January 22, 2015, stating that he had received \$250,000 *yuan*. Hua Feng thanked me, and I replied "good".
57. Attached hereto and marked as Exhibit "H" is a print-out of some WeChat messages exchanged between Hua Feng and me.
58. In the print-out, Hua Feng sent a message to me dated February 11, 2015, in which he stated that he received \$30,000 from me. I replied that he could definitely win, if he added \$70,000. He said "okay". On February 12, 2015, I sent a message, stating that I had paid another \$70,000 into his internet gambling account. He replied that he had received the money, and that he would call me later, as it was not a convenient time for a telephone call.
59. I note that these amounts are in Canadian currency, unless otherwise specified.
60. Attached hereto and marked as Exhibit "I" is a print-out of some WeChat messages exchanged between Hua Feng and me.
61. In the print-out, I sent a message to Hua Feng dated February 27, 2015, in which I noted "\$300,000 total online", referring to the fact that I had paid the amount of \$300,000 in total into his internet gambling accounts as of that date.
62. Attached hereto and marked as Exhibit "J" is a print-out of some WeChat messages exchanged between Hua Feng and me.
63. In the print-out, I sent a message to Hua Feng dated March 24, 2015, in which I stated, "Already \$700,000 online. We should meet." I was referring to the fact that I had paid the amount of \$700,000 into his internet gambling accounts as of that date.
64. Attached hereto and marked as Exhibit "K" is a print-out of some WeChat messages exchanged between Hua Feng and me.
65. In the print-out, I sent a message to Hua Feng dated April 6, 2015, asking him how much he wanted me to pay into his internet gambling account. Hua Feng stated "10", meaning \$100,000. (The elided numerical unit is *wan*, which means ten thousand in the Chinese language.) Then, he asked me whether I had paid the amount. I said that I would pay the next evening. He said "okay".



66. Attached hereto and marked as Exhibit "L" is a print-out of some WeChat messages exchanged between Hua Feng and me.
67. In the print-out, I sent a message to Hua Feng dated April 19, 2015, stating that I paid the amount of \$100,000 into his internet gambling account on Thursday. Hua Feng replied, "okay".
68. Attached hereto and marked as Exhibit "M" is a print-out of some WeChat messages exchanged between Hua Feng and me.
69. In the print-out, Hua Feng sent a message to me dated April 23, 2015, in which he asks me to pay the amount of \$88,000 into his internet gambling account, and states that he will have taken \$388,000 (in recent transactions) including the amount of \$88,000.
70. The WeChat messages described above will show that I paid money into Hua Feng's internet gambling accounts upon Hua Feng's request on numerous occasions.
71. Attached hereto and marked as Exhibit "N" is a print-out of some WeChat messages exchanged between Jia Bao Feng and me.
72. The print-out will show that, on May 4, 2015, Jia Bao Feng confirmed my "friend request" on WeChat. Subsequently, on May 9, 2015, I sent him a message and stated, "Big Brother Feng, it must be hard for you. The company asks me when your \$500,000 CAD will be paid. Thank you for your support and understanding. Otherwise, I will find it hard to face the company."
73. The "company" in this message refers to my business associates.

SWORN BEFORE ME at )  
 Vancouver, British Columbia )  
 this 19 day of November, 2015 )

  
 A Commissioner for Taking )  
 Affidavits in British Columbia )  
 ZACHARY CHUN NG )  
 4438 West 10<sup>th</sup> Ave., Suite 913 )  
 Vancouver, B.C. V6R 4R8 )  
 Tel: 778-386-0001 )  
 Fax: 604-608-3826 )

  
 PAUL KING JIN

#### Endorsement of Interpreter

I, Zachary Chun Ng, of 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8, certify:

1. That I have knowledge of the English and Mandarin languages, and I am competent to interpret from one to the other.



2. That I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. That before the Affidavit on which this endorsement is made was sworn by the deponent, I correctly interpreted it for the deponent from the English language into the Mandarin language, and the deponent appeared to fully understand the contents.

Date: November 18, 2015  
19 (52)

  
ZACHARY CHUN NG

# 借 据

HUA FENG & CHENG LI 于 2015 年 4 月 2 日借到 XIAO QI WEI 加币 100 万元整，须在 2015 年 5 月 2 日前还款，并将地址 9840 Greenlees Rd Richmond B.C.V7A 1V1 的房屋作担保。借到的款项用于买材料以及室内外装修之用途。

The Debtor has been provided with the opportunity of obtaining independent legal advice before signing this Promissory Note. These borrow money for the real estate expansion and decoration. And for the purchase of all decoration materials used.

立字此据

借款人: FENG HUA, CHENG LI

2015 年 4 月 2 日星期四

This is Exhibit "A" referred to in the  
Affidavit of Paul King Jin  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 19 day of November 20 15.  
Zachary Ng  
A Commissioner/Notary Public in the  
Province of British Columbia

**PROMISSORY NOTE**

**\$220,000.00 Canadian Dollars**

FOR VALUE RECEIVED, YUQIANG (CANADA) ENTERPRISES CO. LTD., INC. BC0955940 (the "Borrower") promises to pay to or to the order of PAUL KING JIN (the "Lender"), on or prior to May 9, 2015 (the "Term"), the principal amount of \$220,000.00 (the "Principal Amount") together with interest at the rate of 5.00 % per month and as security for the payment of the Principal Amount and interest agrees to grant a mortgage in favour of the Lender (the "Lender's Security") over real properties having a legal description as follows:

PID: 029-118-948,  
Strata Lot 12 Section 33 Block 5 North Range 6 West New Westminster District Strata Plan EPS1069.  
#1010-4000 No. 3 Road, Richmond, BC V6X 0J8  
AND  
PID: 029-118-956,  
Strata Lot 13 Section 33 Block 5 North Range 6 West New Westminster District Strata Plan EPS1069.  
#1015-4000 No. 3 Road, Richmond, BC V6X 0J8  
(the "Properties")

In the event that the Borrower is in default under the Lender's Security or fails to pay on the Due Date the Principal Amount then outstanding together with interest, the Borrower will be in default and, in addition to any rights or remedies of the Lender under the Lender's Security or at law, the unpaid balance of the Principal Amount together with all interest accrued shall become immediately due and payable without notice or demand.

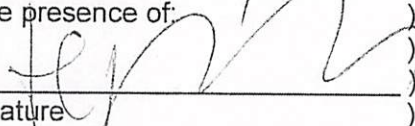
Any and all payments to be made pursuant to this Promissory Note and the Lender's Security shall be made without deduction, set-off or counterclaim of any sort whatsoever.

Presentment, protest, notice of protest and notice of dishonour are hereby waived.

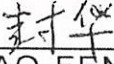
The Borrower may prepay the whole or any part of the Principal Amount prior to the Due Date without notice, bonus or penalty.

This Note is governed by and construed according to the laws of British Columbia and Canada.

This Note is a negotiable instrument.

SIGNED, SEALED AND  
DELIVERED on April 9, 2015  
in the presence of:  
  
Signature  
Print Name Hong Guo  
Barrister & Solicitor  
#120-6666 No.3 Road  
Richmond B.C. V6Y 4M7  
Tel: 778-297-6560 / Fax: 778-297-6561  
Occupation

YUQIANG (CANADA) ENTERPRISES CO.  
LTD., by its authorized signatory:

  
JIABAO FENG, aka, JIA BAO  
FENG, signed by his attorney  
Hua Feng

This is Exhibit "B" referred to in the  
Affidavit of Paul King Jin  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 19 day of November 2015.  
A Commissioner/Notary Public for the  
Province of British Columbia

SIGNED, SEALED AND  
DELIVERED on April 9, 2015  
in the presence of:

Signature

**Hong Guo**

Print Name

Barrister & Solicitor

# 120-6068 No.3 Road

Address

Richmond B.C. V6Y 4M7

Tel: 778-297-6560 / Fax: 778-297-6561

Occupation

**PAUL KING JIN**

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Apr-09-2015 17:47:13.001

CA4327723

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: cn=CA, o=Hong Guo DZUGZ4,  
ou=Lawyer, ou=Verify ID at  
www.juriscan.com/LKUP.cfm?  
id=DZUGZ4  
Date: 2015.04.09 17:43:57 -0700

## 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150408 Yuqiang  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

## 3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

YUQIANG (CANADA) ENTERPRISES CO. LTD.

9311 GLENACRES DRIVE  
RICHMOND

V7A 1Y6

BRITISH COLUMBIA  
CANADA

Incorporation No  
BC0955940

## 4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSINESSMAN

#103-4411 No. 3 Road  
Richmond  
Canada

British Columbia  
V6X 2C3

## 5. PAYMENT PROVISIONS:

(a) Principal Amount: \$220,000.00	(b) Interest Rate: 5 % per month	(c) Interest Adjustment Date:	Y 15	M 04	D 09
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 9th day of each months	(f) First Payment Date:	15	05	09
(g) Amount of each periodic payment: \$11,000.00	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date:	15	05	09
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:	15	05	09

**MORTGAGE - PART 1**

PAGE 2 OF 4 PAGES

6. MORTGAGE contains floating charge on land ?  
YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒  
Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA3281827 by Canadian Imperial Bank of Commerce and Assignment of Rents  
CA3281873 by Canadian Imperial Bank of Commerce.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo  
Barrister & Solicitor  
#120-6068 No. 3 Road  
Richmond, BC V6Y 4M7  
Tel: 778-297-6560

Execution Date		
Y	M	D
15	04	09

Borrower(s) Signature(s)

YUQIANG (CANADA)  
ENTERPRISES CO. LTD., by its  
authorized signatory:

Name: Jia Bao Feng, signed by his  
attorney Hua Feng. See DF #  
CA4327704.

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 4 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**029-118-948 STRATA LOT 12 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**029-118-956 STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS1069**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 4 OF 4 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**10. ADDITIONAL OR MODIFIED TERMS:**

10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.

10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.

10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.



PROMISSORY NOTE

**\$110,000.00 Canadian Dollars**

**Dated: April 9, 2015**

FOR VALUE RECEIVED, **HUA FENG** (the "Borrower") promises to pay to or to the order of **PAUL KING JIN** (the "Lender"), on or prior to May 9, 2015 (the "Term"), the principal amount of \$110,000.00 (the "Principal Amount") together with interest at the rate of 5.00 % per month and as security for the payment of the Principal Amount and interest agrees to grant a mortgage in favour of the Lender (the "Lender's Security") over real property having a legal description as follows:

PID: 004-124-570,  
Lot 5 Block "B" Section 27 Block 4 North Range 6 West New Westminster District Plan 15755.  
9031 Saunders Road, Richmond, BC V7A 2A8  
(the "Property")

In the event that the Borrower is in default under the Lender's Security or fails to pay on the Due Date the Principal Amount then outstanding together with interest, the Borrower will be in default and, in addition to any rights or remedies of the Lender under the Lender's Security or at law, the unpaid balance of the Principal Amount together with all interest accrued shall become immediately due and payable without notice or demand.

Any and all payments to be made pursuant to this Promissory Note and the Lender's Security shall be made without deduction, set-off or counterclaim of any sort whatsoever.

Presentment, protest, notice of protest and notice of dishonour are hereby waived.

The Borrower may prepay the whole or any part of the Principal Amount prior to the Due Date without notice, bonus or penalty.

This Note is governed by and construed according to the laws of British Columbia and Canada.

This Note is a negotiable instrument.

SIGNED, SEALED AND  
DELIVERED on April 9, 2015  
in the presence of:

Signature

Print Name

**Hong Guo**

Barrister & Solicitor

Address

# 120-6008 No.3 Road  
Richmond B.C. V6Y 4M7

Tel: 778-297-6560 / Fax: 778-297-0664

Occupation

**HUA FENG**

This is Exhibit "C" referred to in the  
Affidavit of **Paul King Jin**  
sworn (or affirmed) before me at

**Vancouver**, B.C.  
this **19** day of **November** 20**15**.

**Zachary A. Z.**  
A Commissioner/Notary Public for the  
Province of British Columbia

SIGNED, SEALED AND  
DELIVERED on April 9, 2015  
in the presence of:

Signature

Print Name

**Hong Guo**

Barrister & Solicitor

Address

# 120-6068 No.3 Road  
Richmond B.C. V6Y 4M7

Occupation

Tel: 778-297-6560 / Fax: 778-297-6561

  
PAUL KING JIN

## NEW WESTMINSTER LAND TITLE OFFICE

CA4327706

LAND TITLE ACT  
FORM B (Section 225)

Apr-09-2015 17:17:07.001

PAGE 1 OF 3 PAGES

**MORTGAGE - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Hong Guo**  
**DZUGZ4**

Digitally signed by Hong Guo DZUGZ4  
 DN: cn=CA, o=Hong Guo DZUGZ4,  
 ou=Lawyer, ou=Verify ID at  
 www.juricert.com/LKUP.cfm?  
 id=DZUGZ4  
 Date: 2015.04.09 17:13:06 -0700

## 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
 Barristers & Solicitors  
 #120-6068 No. 3 Road  
 Richmond  
 Document Fees: \$78.10

BC V6Y 4M7

File: 150408-Feng  
 LTO#: , Phone: 778-297-6560  
 Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

004-124-570

**LOT 5 BLOCK "B" SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW  
 WESTMINSTER DISTRICT PLAN 15755**

STC? YES ☐

## 3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

**HUA FENG, GENERAL MANAGER**

9840 GREENLEES ROAD  
 RICHMOND

V7A 1V1

BRITISH COLUMBIA  
 CANADA

## 4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

**PAUL KING JIN, BUSINESSMAN**

#103-4411 No. 3 Road  
 Richmond  
 Canada

British Columbia  
 V6X 2C3

## 5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$110,000.00

(b) Interest Rate:

5% per month

(c) Interest Adjustment

Date:

Y	M	D
15	04	09

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

9th day of each months

(f) First Payment

Date:

15	05	09
----	----	----

(g) Amount of each periodic payment:

\$5,500.00

(h) *Interest Act* (Canada) Statement.  
 The equivalent rate of interest calculated  
 half yearly not in advance  
 is N/A % per annum.

(i) Last Payment

Date:

15	05	09
----	----	----

(j) Assignment of Rents which the  
 applicant wants registered ?

YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

15	05	09
----	----	----

**MORTGAGE – PART 1**

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

## 8. INTEREST MORTGAGED:

Freehold ☒  
 Other (specify) ☐

## 9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

## 10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

## 11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4083565 by Canadian Imperial Bank of Commerce  
 Mortgage CA4130244 by Amarjit Singh Garcha and 0663466 B.C. Ltd.  
 Assignment of Rents CA4130245 by Amarjit Singh Garcha and 0663466 B.C. Ltd.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister & Solicitor

#120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date		
Y	M	D
15	04	09

Borrower(s) Signature(s)

Hua Feng

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**10. ADDITIONAL OR MODIFIED TERMS:**

- 10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.
- 10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.
- 10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.
- 10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.
- 10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.

**END OF DOCUMENT**





国内汇款付款通知单

交易种类: 行内汇款  
业务编号: 0029875150000057  
行号: 29875

人民币玖拾伍万元整  
卡号: 621658600000000155

付款人证件类型:

汇率: 1.0000

行号: 07181

卡号: 6216686101000054307

转汇/落地账号名称:

打印时间: 2015/11/05 09:14

交易机构: 29875

交易流水号: 111727636

经办: 1738536

核准:

申报号码/核销号码:

记账日期: 2015/01/06  
付款行名称: 中国银行青岛浮山所支行  
汇款金额: CNY 950,000.00  
付款人账号: 227312541643  
付款人名称: 姚义清  
付款人证件类型:  
扣款账号:  
扣款金额: CNY 950,000.00  
人民币玖拾伍万元整  
收款行名称: 中国银行苏州高新技术产业开发区  
收款人账号: 550860165137  
收款人名称: 封华  
转汇/落地账号:  
用途: 其他  
附言: 借款

This is Exhibit "D" referred to in the  
Affidavit of Paul King Jin  
sworn (or affirmed) before me at

Vancouver B.C.  
this 19 day of November 2015.

A Commissioner/Notary Public for the  
Province of British Columbia



查询

查询账号	交易日期	交易币种	交易金额	交易时间	钞/汇	交易后余额	对方开户行号	对方开户行名	对方账户
312541643	2015-01-06	CNY	1937525.000	11:35:28		7097.290	1056110444	中国建设银行股份有限公司 南宁南京路分理处	覃秀贞
312541643	2015-01-07	CNY	156000.000	10:33:45		1944622.290			张玉敏
312541643	2015-01-06	CNY	533000.000	13:59:39		1788622.290	1054630000	中国建设银行泰安分行	张婷婷
312541643	2015-01-06	CNY	950000.000	13:56:20		2321622.290	07181	中国银行苏州高新技术产业 开发区支行营业部	封华
312541643	2015-01-06	CNY	264525.000	09:43:34		3271622.290	1025810060	中国工商银行股份有限公司 广东省分行营业部	李红兵

1

当前 1 共 2 页

当前数据范围 1 到 5，共 7 条记录

This is Exhibit " E " referred to in the  
Affidavit of Paul Kim Jin  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 19 day of November, 2015.  
Zachary N. [Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia





中国银行  
BANK OF CHINA

国内汇款付款通知单

8005#2630617

记账日期: 2015/02/06  
付款行名称: 中国银行青岛浮山所支行营业部  
汇款金额: CNY 250,000.00  
人民币贰拾伍万元整

业务编号: D029875150000921

行号: 29875 交易种类: 行内汇款

付款人账号: 227312541643  
付款人名称: 姚义清  
付款人证件类型:  
扣款账号:  
扣款账号名称:  
扣款金额: CNY 250,000.00  
人民币贰拾伍万元整

卡号: 621668600000000155

付款人证件号码:

汇率: 1.0000

收款行名称: 中国银行苏州高新技术产业开发区  
收款人账号: 550860165137  
收款人名称: 封华  
转汇/落地账号:  
转汇/落地账号名称:  
用途: 其他  
附言: 借款

行号: 07181

卡号: 6216686101000054307

买入基准牌价: 1.0000

卖出基准牌价: 1.0000

中报号码/核销号码:

核准: 146356

经办: 2098650

交易流水号: 119667772

This is Exhibit F  
Affidavit of Notary Public  
sworn (or affirmed) before me at  
this 19 day of November 2015.  
B.C.

Notary Public  
A Commissioner/Notary Public for the  
Province of British Columbia



< 信息

风华

1月22日 周四 下午7:01

收到二十五万人民币，谢谢

详细信息  
This is a copy of the Affidavit of Paul King Jin referred to in the sworn (or affirmed) before me at Vancouver this 19 day of November, B.C. 2015.  
A Commissioner/Notary Public for the Province of British Columbia

好的

1月25日 周日 下午5:58

明天中午过来给你264780的水钱和签字OK?

1月26日 周一 下午3:17

收到13300

1月26日 周一 下午6:50

6216686000000000155中  
国银行青岛贵都分行姚义  
清

OK



短信/彩信

发送

< 信息

风华

2月11日 周三 下午11:51

收到三万

又加多7万一定1赢

ok

2月12日 周四 下午2:01

我又冲了7万

钱收到了，不方便电话

晚点电话

2月12日 周四 下午11:10

什么情况？

2月13日 周五 上午9:25

努力中，还是你后来冲的  
十万本



短信/彩信

发送

This is Exhibit "A" referred to in  
Affidavit of King Sin  
sworn (or affirmed) before me at  
this 18 day of November, 2015.  
Sachary Ng  
A Commissioner/Notary Public for the  
Province of British Columbia

This is Exhibit A referred to in the Affidavit of Paul King D. 7 sworn (affirmed) before me at this 18 day of November 2015. B.C.  
A Commissioner/Notary Public for the Province of British Columbia

还有游戏帮我换家公司

好的，最后二万

七万，游戏拿你三十五万

一会电话

2月27日 周五 下午6:38

游戏的事情晚上帮我安排

好

谢谢

2月27日 周五 下午9:28

网上十2万

网上共30万



短信/彩信

发送



< 信息

风华

3月24日 周二 上午1:57

在不

3月24日 周二 上午8:07

充值五万

现在帮我充一下，谢谢

搞定没，好路

网上70万了，我们见个面

3月24日 周二 上午11:08

网址：

[www.20suncity.com](http://www.20suncity.com)

登入账号rhd83377

会员名fh888802

密码fh123123

3月24日 周二 下午3:15



短信/彩信

发送

详细信息  
This is Exhibit "J" referred to in the  
Affidavit of Paul King P.M.  
sworn (or affirmed) before me at  
this 19 day of November, B.C.  
Seahorn  
A Commissioner/Notary Public for  
Province of British Columbia

充值

4月4日 周六 上午12:01

星期一帮我安排充值OK?

Exhibit "K" referred to in  
Affidavit of Paul King Jih.  
sworn (or affirmed) before me at  
this 18 day of November 2015  
Zachary J.  
A Commissioner/Notary Public for the  
Province of British Columbia

4月6日 周一 上午6:54

今天充多少?

4月6日 周一 上午8:48

10

4月6日 周一 下午9:12

帮我充了没

明天晚上充

ok

4月7日 周二 上午11:34



短信/彩信

发送



2015年4月19日 上午11:10

星期四又充值了10万



2015年4月19日 下午1:10

This is Exhibit "L" referred to in the Affidavit of Paul King in sworn (or affirmed) before me at Vancouver this 19 day of November 2015. Zachary Ng A Commissioner/Notary Public for the Province of British Columbia



Ok



下午过来拿时代坊的东西

11''



9''

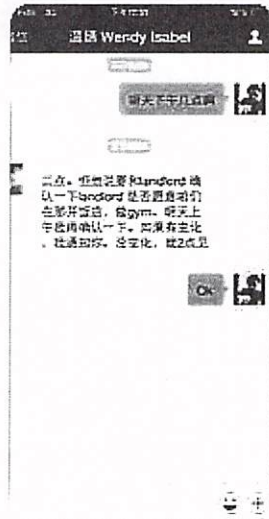
2015年4月19日 下午12:10







最后帮我充八万八，总共  
拿你三十八万八



This is Exhibit "M" referred to in the  
Affidavit of Paul King Jin  
sworn (or affirmed) before me at  
this 18 day of November 2015.  
Vancouver B.C.  
Zachary A. J.  
A Commissioner/Notary Public for the  
Province of British Columbia

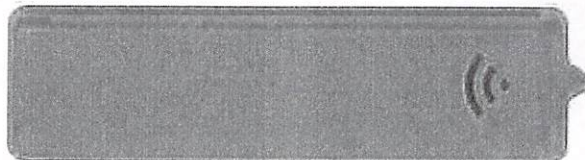
2015年4月23日 凌晨0:36



?

2015年4月23日 上午8:49

19"



< 微信(2)

封家宝



2015年5月4日 下午6:56



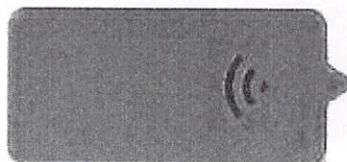
我通过了你的好友验证请求，现在我们可以开始聊天了

This is Exhibit "N" referred to in the  
Affidavit of Paul King sworn (or affirmed) before me at  
this 19 day of November, B.C.  
Zachary A. King  
A Commissioner/Notary Public for the  
Province of British Columbia



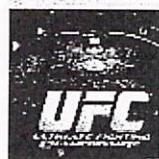
2015年5月5日 下午9:10

4''

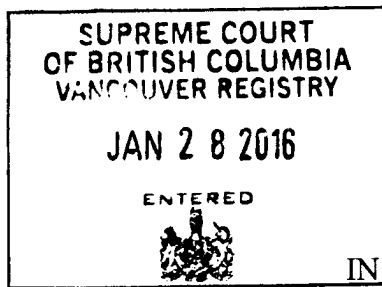


2015年5月9日 下午3:59

封大哥，辛苦您了，公司叫我问您50万加元什么时候给，谢谢您的支持和理解，不然我很难面对公司







IN THE SUPREME COURT OF BRITISH COLUMBIA

No. S155331  
Vancouver Registry

BETWEEN:

XIAO QI WEI

PLAINTIFF

AND:

YUQIANG (CANADA) ENTERPRISES CO. LTD.

DEFENDANT

**ORDER MADE AFTER APPLICATION**

	)		)
	)		)
BEFORE	)	THE HONOURABLE MR. JUSTICE	)
	)	SEWELL	)
	)		)

15/DEC/2015

ON THE APPLICATION OF the DEFENDANT, YUQIANG (CANADA) ENTERPRISES CO. LTD. ("Yuqiang") coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on December 15, 2015, and on hearing Robert Millar, counsel for the Defendant and Ian Donaldson, Q.C. and Sandi Janicki, Articling Student, counsel for the Plaintiff;

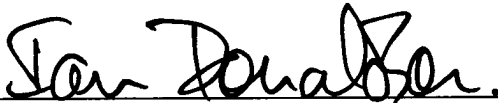
THIS COURT ORDERS this action is hereby dismissed.

IT IS FURTHER ORDERED that the Defendant Yuqiang recovers its costs of this action, at Scale B.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Robert Millar  
Lawyer for Yuqiang (Canada) Enterprises Co. Ltd.



Signature of Ian Donaldson, Q.C.  
Lawyer for Xiao Qi Wei

BY THE COURT



REGISTRAR

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**AUG 17 2015**



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**S = 156710**  
No. \_\_\_\_\_  
Vancouver Registry

**BETWEEN:**

**PAUL KING JIN**

**PLAINTIFF**

**AND:**

**JIA GUI GAO**

**DEFENDANT**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, B.C., V6R 4R8.
2. The Defendant, Jia Gui Gao, is a real estate developer and resides at 2751 Highview Place, West Vancouver, British Columbia, V7S 0A4.
3. The Plaintiff has known the Defendant for approximately a year, having first met through a mutual friend.
4. 1027179 B.C. Ltd. is a company duly incorporated under the law of the Province of British Columbia, having a registered office at 1390 Lawson Avenue, West Vancouver, British Columbia, V7T 2E7.
5. From time to time, the Defendant advised the Plaintiff that he was a man of great wealth and was involved in real estate development in both Canada and the People's Republic of China.
6. The Defendant knew that the Plaintiff was a member of a private lending business. In or about October 2014, the Defendant stated that he needed additional capital for his real estate projects, and asked the Plaintiff for loans.
7. Since then, the Plaintiff provided loans to the Defendant from time to time. The Defendant's main purpose for borrowing money from the Plaintiff was for real estate development. However, the Plaintiff is also aware that on occasions the Defendant spent the money lent to him on gambling and women.
8. The Defendant has repaid some of these loans in part or in whole. However, as of June 7, 2015, the Defendant owed an accumulated debt in the amount of \$2,300,000 to the Plaintiff.
9. The Plaintiff was concerned that the Defendant would not be able to repay his debt. For this reason, the Plaintiff asked the Defendant to sign a promissory note, which stated, among other things, the following:
  - a. The Defendant borrowed the amount of \$2,300,000 from the Plaintiff on June 7, 2015.
  - b. The Defendant must return the amount of \$2,300,000 to the Plaintiff on or before July 6, 2015.
  - c. The loan was to be secured by the following residential properties:
    - i. 2850 Cypress Bowl Road, West Vancouver, British Columbia;
    - ii. 1389 Matthews Avenue, Vancouver, British Columbia;
    - iii. 1301 Tyrol Road, West Vancouver, British Columbia;
    - iv. 3837 Alexandra Street, Vancouver, British Columbia; and
    - v. 2751 Highview Place, West Vancouver, British Columbia.
  - d. The Defendants must use the loan for the purposes of construction and renovation, and purchase of materials incidental thereto.

10. The promissory note was drafted in a simple manner and did not correctly describe how the debt arose. Nevertheless, the purpose of the promissory note was to:
  - a. set a clear deadline for the repayment of the Defendant's debt to the Plaintiff; and
  - b. allow the Plaintiff to claim interests in the above-mentioned residential properties, if the Defendant did not repay the Plaintiff on or before July 6, 2015.
11. Although the deadline of July 6, 2015 has come and passed, the Defendant has not repaid his debt to the Plaintiff in full.
12. The residential property located at 3837 Alexandra Street, Vancouver, British Columbia is currently registered under the name of Jia Gui Gao, and has the following legal description:
 

PID: 011-540-168

LOT 2 BLOCK 34 DISTRICT LOT 526 PLAN 4502
13. The residential property located at 1389 Matthews Avenue, Vancouver, British Columbia is currently registered under the name of Jia Gui Gao, and has the following legal description:
 

PID: 006-191-231

LOT 10A BLOCK 56 DISTRICT LOT 526 PLAN 5782
14. The residential property located at 2751 Highview Place, West Vancouver, British Columbia is currently registered under the name of Jia Gui Gao, and has the following legal description:
 

PID: 028-277-953

LOT 8 DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP45164
15. The residential property located at 1301 Tyrol Road, West Vancouver, British Columbia is currently registered under the name of 1027179 B.C. Ltd., and has the following legal description:
 

PID: 007-720-106

LOT 11 BLOCK 55 CAPILANO ESTATES EXTENSION NO. 17 PLAN 14851
16. The Defendant transferred 1301 Tyrol Road to 1027179 B.C. Ltd., when he owed substantial debt to the Plaintiff and others.
17. The Defendant is now unable to repay his debts as they fall due, and the Plaintiff says that the Defendant made the above-mentioned transfer of 1301 Tyrol Road to delay, hinder or defraud creditors and others of their just and lawful remedies.
18. The residential property located at 2850 Cypress Bowl Road, West Vancouver, British Columbia does not have a PID number or legal description according to the public online service of West Vancouver Property Information Online. It shares, however, the same Map Reference as 4140

Cypress Bowl Road, West Vancouver, British Columbia, which is currently registered under the name of Jia Gui Gao.

19. It is believed that 2850 Cypress Bowl Road and 4140 Cypress Bowl Road were originally separate lots. The Defendant applied to consolidate four lots, including 2850 Cypress Bowl Road and 4140 Cypress Bowl Road, with the result that 2850 Cypress Bowl Road is now subsumed into 4140 Cypress Bowl Road. The legal description of 4140 Cypress Bowl Road, West Vancouver, British Columbia is as follows:

PID: 029-109-248

PARCEL A (BEING A CONSOLIDATION OF LOTS 9 TO 12, SEE CA3218424)  
DISTRICT LOT 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP25625

## **Part 2: RELIEF SOUGHT**

1. Certificate of Pending Litigation against the residential property with a civic address of 3837 Alexandra Street, Vancouver, British Columbia and legally described as:

PID: 011-540-168

LOT 2 BLOCK 34 DISTRICT LOT 526 PLAN 4502

("3837 Alexandra Street")

2. Certificate of Pending Litigation against the residential property with a civic address of 1389 Matthews Avenue, Vancouver, British Columbia and legally described as:

PID: 006-191-231

LOT 10A BLOCK 56 DISTRICT LOT 526 PLAN 5782

("1389 Matthews Avenue")

3. Certificate of Pending Litigation against the residential property with a civic address of 2751 Highview Place, West Vancouver, British Columbia and legally described as:

PID: 028-277-953

LOT 8 DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP45164

("2751 Highview Place")

4. Certificate of Pending Litigation against the residential property with a civic address of 4140 Cypress Bowl Road, West Vancouver, British Columbia and legally described as:

PID: 029-109-248

PARCEL A (BEING A CONSOLIDATION OF LOTS 9 TO 12, SEE CA3218424)  
DISTRICT LOT 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP25625

("4140 Cypress Bowl Road")

5. Judgment against the Defendant in the amount of \$2,300,000;
6. A declaration that the Defendant hold 3837 Alexandra Street, 1389 Matthews Avenue, 2751 Highview Place, and 4140 Cypress Bowl Road in trust for the Plaintiff;
7. A declaration that the transfer of 1301 Tyrol Road, West Vancouver, British Columbia into the name of 1027179 B.C. Ltd. was made to delay, hinder or defraud the Plaintiff of his just and lawful remedies; 1301 Tyrol Road has the following legal description:

PID: 007-720-106

LOT 11 BLOCK 55 CAPILANO ESTATES EXTENSION NO. 17 PLAN 14851

("1301 Tyrol Road")

8. An order that the transfer of 1301 Tyrol Road into the name of 1027179 B.C. Ltd. be set aside as a fraudulent conveyance;
9. A declaration that the Defendant hold the money loaned by the Plaintiff in trust for the Plaintiff;
10. An order or direction that any necessary inquiries or accounts be made or taken;
11. Interest pursuant to the *Court Order Interest Act*;
12. Costs, including special costs or increased costs; and
13. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. *Supreme Court Civil Rules*.
2. The Law of Contract.
3. The Law of Trust.
4. *Allan Chen et al. v. Inland Log Brokerage Ltd. et al.*, 1996 CanLII 3599 (BC SC) stands for the proposition that it is appropriate and proper to register a certificate of pending litigation against an entire parcel of land, even if the claimant's interest is only in a portion of the same land.

In the instant case, even though 2850 Cypress Bowl Road has already merged with 4140 Cypress Bowl Road, the Plaintiff's interest in the lands and premises formerly described as 2850 Cypress Bowl Road survives, and the Plaintiff is entitled to register a certificate of pending litigation against 4140 Cypress Bowl Road.

Plaintiff's address for service:

c/o Zachary Ng, Barrister & Solicitor

4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C., Canada, V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: Zachary.Chun.Ng@hotmail.ca

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Date: August 17, 2015

  
\_\_\_\_\_  
Signature of Lawyer for Plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Liquidated Debt

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

*Supreme Court Civil Rules*

*Land Title Act*

*Court Order Enforcement Act*



S-164148  
No. \_\_\_\_\_  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between

PAUL KING JIN

Plaintiff

and

AN QI ZHANG also known as ANQI ZHANG

Defendant

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

### **Claim of the Plaintiff**

## **Part 1: STATEMENT OF FACTS**

### **Division 1 – Plaintiff’s Version of Facts**

1. The plaintiff, Paul King Jin, is a businessman with an address for service c/o 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8.
2. The address and occupation of the defendant, An Qi Zhang also known as Anqi Zhang, is unknown to the plaintiff.
3. At all material times, the defendant was the sole registered owner of a residential property civically known as 108 Timbercrest Place, Port Moody, British Columbia, V3H 4V5 and legally described as:

PID: 015-439-666

LOT 19 DISTRICT LOT 349 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 83804

(“Timbercrest”)

4. On or about September 24, 2014, the defendant borrowed the amount of 60,000 CAD (the “First Loan”) from the plaintiff, and signed a promissory note in the presence of Hong Guo, a lawyer, to that effect.
5. As part of the same transaction, the defendant agreed to give a mortgage over Timbercrest to the plaintiff for the First Loan, and signed a Form B Mortgage (the “Mortgage”) in the presence of Hong Guo.
6. To secure the plaintiff’s position with regard to the First Loan and further loans to be described herein, the defendant provided the plaintiff with a power of attorney (the First POA”), which was made in the presence of Hong Guo, appointing plaintiff’s wife, Xiao Qi Wei also known as Xiaoqi Wei, as the defendant’s attorney, with the power to deal with all matters on the defendant’s behalf regarding Timbercrest.
7. Subsequently, on or about September 28, 2014, the defendant borrowed an additional amount of 20,000 CAD (the “Second Loan”) from the plaintiff, and signed a promissory note (the “Second Loan Note”).
8. The Second Loan Note stated, among other things, that the defendant would return the Second Loan to the plaintiff on or before October 28, 2014, and that the defendant put up Timbercrest as collateral security for the same.

9. Subsequently, on or about October 4, 2014, the defendant borrowed an additional amount of 10,000 CAD (the "Third Loan") from the plaintiff, and signed a promissory note (the "Third Loan Note").
10. As with the Second Loan Note, the Third Loan Note stated, among other things, that the defendant would return the Third Loan to the plaintiff on or before October 28, 2014, and that the defendant put up Timbercrest as collateral security for the same.
11. In or about October 2014, the defendant borrowed an additional amount of 50,000 CAD (the "Fourth Loan") from the plaintiff.
12. On or about February 17, 2015, having obtained the four loans from the plaintiff, the defendant made a power of attorney (the "Second POA"), appointing Hui Shi as the defendant's attorney, with the power to deal with all matters on the defendant's behalf regarding Timbercrest.
13. The Second POA included a clause, revoking all previous powers of attorney given by the defendant.
14. To date, the defendant has not returned any of the four loans to the plaintiff, although he has made an offer through counsel to repay the First Loan in exchange for a discharge of the Mortgage.

#### **Division 2 – Additional Facts**

1. The transactions involving the Second Loan and Third Loan were witnessed by a friend of the plaintiff, Sepehr Motevalli.

#### **Part 2: RELIEF SOUGHT**

1. Judgment in the amount of 80,000 CAD for the Second Loan, Third Loan, and Fourth Loan;
2. Certificate of Pending Litigation against the residential property with a civic address of 108 Timbercrest Place, Port Moody, British Columbia, V3H 4V5 and legally described as:

PID: 015-439-666

LOT 19 DISTRICT LOT 349 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 83804

("Timbercrest")

3. A declaration that the Second Loan Note and Third Loan Note constitute equitable mortgages over Timbercrest granted by the defendant to the plaintiff;
4. A declaration that the defendant hold Timbercrest in trust for the plaintiff;
5. A declaration that the defendant hold the Second Loan, the Third Loan, and the Fourth Loan in trust for the plaintiff;

6. An order or direction that any necessary inquiries or accounts be made or taken;
7. Interest pursuant to the *Court Order Interest Act*;
8. Costs, including special costs or increased costs; and
9. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. The law of contracts and/or the law of unjust enrichment.
2. The plaintiff claims unjust enrichment in the alternative to breach of contract. More particularly, the plaintiff makes a claim of money had and received, which is based on the law of unjust enrichment.

*Topouzis v. Abboud*, 2012 BCSC 228

3. The plaintiff should be awarded a constructive trust over the Second Loan, the Third Loan, and the Fourth Loan, as a result of the defendant's unjust enrichment, and over Timbercrest, depending on whether the defendant has used the Second Loan, the Third Loan, and the Fourth Loan in the preservation, maintenance, or improvement thereof.
4. An equitable mortgage arises, when "an agreement in writing duly signed, however informal, by which any property is made a security for a debt due or present advance creates an equitable charge upon the property".

*Lawrence Shumyla Construction Ltd. v. Windfire Homes Ltd.*, 1999 CanLII 5827 (BC SC)

5. By agreeing to put up Timbercrest as collateral security for the Second Loan and Third Loan, the defendant granted equitable mortgages in the plaintiff's favour, and the plaintiff gained an interest in Timbercrest. For this reason, the plaintiff is entitled to register a CPL against Timbercrest.

Plaintiff's address for service:

Zachary Ng, Barrister and Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, British Columbia V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, B.C., V6Z 2E1

Date: May 6, 2016

  
Signature of lawyer for plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Creditor's Remedies

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

**Part 4:**

08-Jun-16

REGISTRY

**FORM 2 (RULE 3-3(1))**

No. S-164148  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between:

PAUL KING JIN

Plaintiff

And:

AN QI ZHANG also known as ANQI ZHANG

Defendant

**RESPONSE TO CIVIL CLAIM**

Filed by: AN QI ZHANG also known as ANQI ZHANG (the “Defendant”)

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1—Defendant’s Response to Facts**

1. The facts alleged in paragraphs 3, 5, 8, 13 of Division 1, Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 4, 6, 7, 9, 10, 11, 12, 14 of Division 1 and paragraph 1 of Division 2, Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraphs 1, 2 of Part 1 of the Notice of Civil Claim are outside the knowledge of the defendants.

**Division 2—Defendant’s Version of Facts**

1. In response to paragraph 4 in Part 1, Division 1 of the Notice of Civil Claim (the “Claim”) filed in this action on May 9, 2016, the Defendant did not sign any promissory note with respect to the loan in the amount of \$60,000 (the “First Loan”).
2. In response to paragraph 6 in Part 1, Division 1 of the Claim, the Defendant granted a power of attorney to Xiaoqi Wei for the sole purpose that Xiaoqi Wei may help the Defendant sell the Defendant’s property at 108 Timbercrest Place, Port Moody, British Columbia, as the Defendant at the time travelled outside Canada from time to time (the “Subject Property”).
3. In response to paragraph 7 in Part 1, Division 1 of the Claim, the Defendant did borrow \$20,000 (the “Second Loan”) from the Plaintiff in or about September 2014, but he only signed a loan agreement, but not any promissory note, with respect to the Second Loan.



4. In response to paragraphs 9 and 10 in Part 1, Division 1 of the Claim, the Defendant asked to borrow an additional amount of \$10,000 from the Plaintiff (the “Intended Third Loan”), and even signed a loan agreement, but not any promissory note, with respect to the Intended Third Loan, but the Plaintiff, even though having agreed to extend the Intended Third Loan to the Defendant, has never actually extended it or transferred any money to the Defendant on account of the Intended Third Loan.
5. In response to paragraphs 11, 12 and 14 in Part 1, Division 1 of the Claim, the Defendant never borrowed the alleged fourth loan in the amount of \$50,000 (the “Alleged Fourth Loan”) from the Plaintiff and the Plaintiff never extended the Alleged Fourth Loan to the Defendant or transferred any money to him on account of the Alleged Fourth Loan.
6. In response to paragraph 1 in Part 1, Division 2 of the Claim, the Defendant denies having ever met with Sepehr Motevalli, the alleged friend of the Plaintiff.

### **Division 3—Additional Facts**

1. On September 24, 2014, the Defendant granted to the Plaintiff a mortgage (the “Mortgage”) against the title to the Subject Property to secure the First Loan.
2. The Mortgage was registered at the Land Title Office of British Columbia on September 24, 2014 with a charge number CA3978265.
3. The Mortgage is still registered against the title to the Subject Property as of this date.
4. Since late 2014 or early 2015 and on multiple occasions, the Defendant informed the Plaintiff that the Defendant was ready and willing to pay off the Mortgage by repaying the First Loan and to repay the Second Loan.
5. The Plaintiff represented to the Defendant that, to pay off the Mortgage, he would make an interest payment to the Plaintiff, the amount of which would approximately be equal to half the total amount loaned to the Defendant (the “Demanded Interest”), although there had never been any agreement between the parties on the Demanded Interest, or any interest at all.
6. In late 2014 and early 2015, the Plaintiff made a threat to the Defendant on multiple occasions that, if the Defendant would not pay the Plaintiff the Demanded Interest, the Plaintiff would, acting in concert with Xiaoqi Wei, cause the Subject Property to be sold without the Defendant’s consent.
7. The Defendant refused the Plaintiff’s demand but revoked the power of attorney that he had granted to Xiaoqi Wei (the “Wei POA”), after which the Plaintiff has refused to communicate with the Defendant.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

1. The defendant consents to the granting of the relief sought in paragraphs Nil of Part 2 of the Notice of Civil Claim.

2. The defendant opposes the granting of the relief sought in paragraphs All of Part 2 of the Notice of Civil Claim.
3. The defendant takes no position on the granting of the relief sought in paragraphs Nil of Part 2 of the Notice of Civil Claim.

**Part 3: LEGAL BASIS**

1. The Intended Third Loan and the Alleged Fourth Loan never existed.
2. At all material times, the Defendant informed the Plaintiff that the Defendant was ready and willing to repay the First Loan in exchange for the release of the Mortgage and to repay the Second Loan.
3. The Plaintiff tried to make the Defendant pay the Defendant the Demanded Interest, although the Defendant has never agreed to pay it, by threatening to sell the Subject Property using with the Wei POA without the Defendant's consent.
4. The Plaintiff unreasonably refused to allow the Defendant to pay off the Mortgage.
5. The Plaintiff, but not the Defendant, is in breach of the loan agreements between them.
6. The conduct of the Plaintiff was egregious and the Defendant is entitled to special costs against the Plaintiff.
7. Section 16 of the *Bills of Exchange Act* (R.S.C., 1985, c. B-4).

Defendant's address for service:

c/o Song Xue  
Kahn Zack Ehrlich Lithwick  
Barristers and Solicitors  
300 – 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6

Fax number address for service (if any): 604-270-8282

E-mail address for service (if any): N/A

Dated: June 8, 2016



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Signature of lawyer for Defendant

Song Xue

Rule 7-1(1) of the Supreme Court Civil Rules states:

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    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



This is the 1<sup>st</sup> Affidavit of Sepehr Motevalli  
in this case and was made  
on April 24, 2016

No. S-164148  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

ANQI ZHANG also known as AN QI ZHANG

DEFENDANT

**AFFIDAVIT**

I, Sepehr Motevalli, unemployed, of 2146 Hermon Drive, Vancouver, British Columbia, V5M 3X7,  
MAKE OATH AND SAY AS FOLLOWS:

1. I am a friend of the plaintiff in this legal action, and as such I have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true.

My Relationship with the Plaintiff

2. In or about 2009, I first met the plaintiff at Water Cube, which is a health spa centre located at 4411 No. 3 Road, Richmond, British Columbia, V6X 2C3.
3. I was a frequent customer of Water Cube, and the plaintiff, who carried on business on the premises of Water Cube, and I became fast friends.
4. I would describe myself as a close family friend of the plaintiff. As a matter of fact, I drove the plaintiff to the airport this morning, so that he could catch a flight to China.


Regarding Anqi Zhang

5. I met the defendant on two occasions through the plaintiff.
6. In or about September 2014, I was hanging out with the plaintiff at his office at Water Cube.
7. The plaintiff's office contained a rectangular desk. The plaintiff was seated behind the desk, and I was seated on the right hand side of the desk. There were three empty chairs in front of, and an empty chair on the left hand side of the desk.

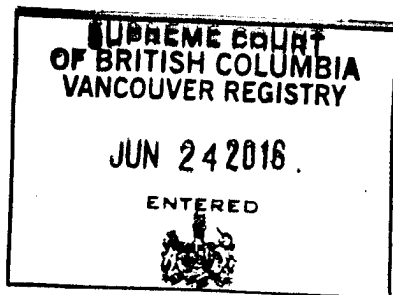
8. Then, the defendant entered into the plaintiff's office and seated himself on the empty chair on the left hand side of the desk.
9. The plaintiff introduced the defendant and me to each other in English. Then, the plaintiff and the defendant conversed in Chinese.
10. As I do not understand the Chinese language, I do not know the content of the plaintiff and the defendant's conversation.
11. Partway through the meeting, the plaintiff handed the defendant a piece of paper. The defendant signed the piece of paper and returned it to the plaintiff.
12. As I did not have an opportunity to observe the piece of paper closely, I do not know the content of the piece of paper.
13. Prior to the meeting, the plaintiff had kept a plastic grocery bag on the ground next to his chair.
14. After the defendant returned the piece of paper to the plaintiff, the plaintiff retrieved two bundles of bills from the plastic grocery bag.
15. The two bundles of cash appeared to consist of twenty-dollar Canadian bills.
16. Each bundle included five stacks of bills. More particular, each stack was bound together by a rubberband or rubberbands. Then, five stacks would in turn be bound together by a rubberband or rubberbands.
17. I believe that the two bundles of bills to be cash in the amount of 20,000 CAD, due to the way the bundles and stacks were put together. However, I did not have an opportunity to count the bundles of bills.
18. The plaintiff handed the two bundles of bills to the defendant.
19. Then, the plaintiff asked me to find a plastic bag. I found a plastic bag in the plaintiff's office and gave it to the plaintiff. The plaintiff gave the plastic bag to the defendant, who used it to carry the two bundles of bills.
20. Then, the defendant left the plaintiff's office, and the plaintiff and I continued to hang out.
21. Several days later, I was hanging out at the plaintiff's office again.
22. Once again, the defendant attended the plaintiff's office.
23. As before, the plaintiff gave a piece of paper to the defendant, and the defendant signed the piece of paper. After the defendant returned the piece of paper to the plaintiff, the plaintiff retrieved one bundle of bills (put together in the same way as described above) from a plastic grocery bag, and gave it to the defendant. Then, the defendant left.

24. In the second meeting, the plaintiff did not ask me to find a plastic bag (as in the first meeting). I believe that the defendant either brought his own bag for carrying the bundle of bills, or was otherwise prepared to carry it on his person.
25. Otherwise, the second meeting took place very much in the same way as the first meeting, except that the plaintiff only handed the defendant one bundle of bills, instead of two, during the second meeting.
26. For each meeting, I did not know ahead of time that the plaintiff would be meeting with the defendant in his office. I was hanging out with the plaintiff before the meeting, and continued to hang out with the plaintiff after the meeting.
27. Each time, the defendant seemed excited and happy to be at the meeting. I did not detect any sign of duress or coercion in the defendant, when the defendant signed the piece of paper or obtained the bundle or bundles of bills from the plaintiff.

SWORN BEFORE ME at )  
Vancouver, British Columbia )  
on this 24 day of April, 2016 )

  
A Commissioner for Taking )  
Affidavits in British Columbia )  
ZACHARY CHUN NG )  
Zachary Ng, Barrister and Solicitor )  
4438 West 10<sup>th</sup> Ave., Suite 913 )  
Vancouver, B.C. V6R 4R8 )  
Tel: 778-386-0001 )  
Fax: 604-608-3826 )  
Email: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca) )

  
Sepehr Motevalli



Form 34 (Rules 8-3 (1), 13-1 (3) and 17-1 (2) )

No. S-164148  
Vancouver Registry

## IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

AN QI ZHANG also known as ANQI ZHANG

DEFENDANT

## CONSENT ORDER

BEFORE      } [ ] ~~A JUDGE OF THE COURT~~      } JUN 23 2016  
                  } [✓] A MASTER OF THE COURT      }  
                  } [ ] ~~A REGISTRAR~~      }

ON THE APPLICATION of the Defendant, AN QI ZHANG also known as ANQI ZHANG,  
without a hearing and by consent;

THIS COURT ORDERS that:

1. all certificates of pending litigation filed in this action by Paul King Jin, the Plaintiff, including, without limitation, the certificate of pending litigation with a charge number CA5169582, against the title to the following property:

Parcel identifier: 015-439-666


Lot 19 District Lot 349 Group 1 New Westminster District Plan 83804

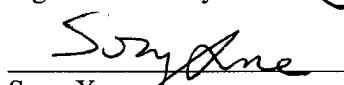
(the "Property")

be cancelled upon the Defendant depositing with the Registrar of this Honourable Court  
security in the amount of \$10,000 and paying \$80,000 to the Plaintiff;

2. the Plaintiff may not file any further certificate of pending litigation against the title to the Property.

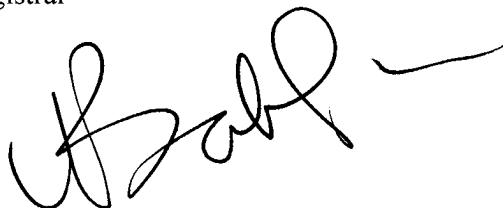
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH  
OF THE ORDERS NOTED ABOVE:

  
Zachary Chun Ng  
Signature of lawyer for the Plaintiff

  
Song Xue  
Signature of lawyer for the Defendant

By the Court: 

Registrar







Between

No. Court File No. VLC-S-S-165528  
Vancouver Registry

**In the Supreme Court of British Columbia**

Paul King Jin

Plaintiff

and

Xiao Bing Liu also known as Xiaobing Liu

Defendant

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



## **Claim of the Plaintiff**

### **Part 1: STATEMENT OF FACTS**

1. The plaintiff, Paul King Jin, is a businessman and has an address for service c/o Zachary Ng, Barrister and Solicitor, 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8.
2. The address and occupation of the defendant, Xiao Bing Liu also known as Xiaobing Liu, is unknown to the plaintiff.
3. In or about December 2015, the plaintiff agreed to lend, and the defendant agreed to borrow the amount of 2,680,000 CAD (the "Loan") on the following express or implied terms (the "Loan Agreement"):
  - a. The defendant must repay the Loan to the plaintiff within one month.
  - b. In the event of special circumstances, the defendant may postpone repaying the Loan to the plaintiff by an additional one month period, in which case the defendant must repay the Loan to the plaintiff at the end of that additional one month period.
  - c. The defendant must pay periodic interest to the plaintiff as agreed upon by the parties.
4. The plaintiff provided the Loan to the defendant in accordance with the Loan Agreement.
5. Although two months have passed since the plaintiff provided the Loan to the defendant, the defendant has refused or neglected to repay the Loan in whole or in part to the plaintiff.
6. The defendant has not communicated to the plaintiff any special circumstances as contemplated by the parties in the Loan Agreement.
7. The defendant has not paid any interest to the plaintiff.
8. After the defendant received the Loan from the plaintiff, the defendant has ceased to respond to communications by the plaintiff, and the plaintiff is as of this time unable to locate the defendant.

### **Part 2: RELIEF SOUGHT**

1. Judgment against the defendant in the amount of 2,680,000 CAD;
2. An Order that the defendant hold the monies received by him from the plaintiff in trust, on the basis of any and all of unjust enrichment, an express, resulting or constructive trust, and that the defendant convey such monies to the plaintiff;
3. Applicable interests;

4. Accounting and tracing;
5. Costs, including special costs or increased costs; and
6. Such further and other relief as counsel may advise and this Honourable Court permit.

### Part 3: LEGAL BASIS

1. The plaintiff advanced the loan to the defendant on the parties' agreement that the defendant would repay the plaintiff within one or two months. The defendant has breached the agreement by refusing or neglecting to repay the plaintiff, notwithstanding that many months have passed.
2. Further or in the alternative, there is a total failure of consideration on the part of the defendant. For this reason, the plaintiff has a claim of money had and received, being a specimen of unjust enrichment, and is entitled to restitution of the loan advanced by him to the defendant.

*Topouzis v. Abboud*, 2012 BCSC 228.

Plaintiff's address for service:

Zachary Ng, Barrister and Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C. V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver, British Columbia

The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

Date: June 16, 2016

  
Signature of lawyer for plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM: Creditor's Remedies

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

### Part 4:



NO. S-165528  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA  
BETWEEN

PAUL KING JIN

PLAINTIFF

AND:

XIAOBING LIU ALSO KNOWN AS XIAO BING LIU

DEFENDANT

**RESPONSE TO CIVIL CLAIM**

**Filed by: The Defendant, Xiaobing Liu also known as Xiao Bing Liu**

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant’s Response to Facts**

1. The facts alleged in none of the paragraphs of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 3 through 8 of Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraphs 1 through 2 of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendant.

**Division 2 – Defendant’s Version of Facts**

1. In full answer to the Notice of Civil Claim, the Defendant says and the fact is that the Plaintiff is unknown to him and that he has never had any oral or written dealings with him of any kind or entered into any Loan Agreement with him, as alleged or at all.

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2. At no time did the Defendant receive any monies or loan proceeds from the Plaintiff, on the terms alleged or at all.

### **Division 3 – Additional Facts**

4. In or around December, 2015 the Defendant attended at an unlicensed and illegal common gaming house or casino in Richmond, B.C. (the “Illegal Casino”) and was provided by the Illegal Casino with a quantity of its own gambling chips to be used in the Illegal Casino. The Defendant received no monies or other funds from anyone.

5. The Defendant was asked by a female employee of the Illegal Casino to sign a document, which was written in the English language, which the Defendant cannot read or understand, and which she described to him orally in the Chinese language as a receipt for the gambling chips. On this basis, the Defendant signed the document (the “Receipt Document”).

6. At no time did the Defendant intend or understand that a loan agreement or an agreement of any kind was being entered into either with the Plaintiff or with anyone else.

7. The actual written contents of the Receipt Document were and remain unknown to the Defendant. The original of the Receipt Document was kept by the Illegal Casino and the Defendant was not given a copy.

8. The gambling chips received by the Defendant from the Illegal Casino were used in illegal gaming in the Illegal Casino and were all received back by the Illegal Casino.

9. At no time did the Defendant borrow or receive any monies from the Plaintiff or anyone else or agree to pay any monies or interest to the Plaintiff or anyone else, as alleged or at all.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendant consents to the granting of the relief sought in none of the paragraphs of Part 2 of the Notice of Civil Claim.

2. The Defendant opposes the granting of the relief sought in all of the paragraphs of Part 2 of the Notice of Civil Claim.

3. The Defendant takes no position on the granting of the relief sought in paragraphs N/A of Part 2 of the Notice of Civil Claim.

### **Part 3: LEGAL BASIS**

1. There is no factual or legal basis for any claim by the Plaintiff. There was no loan agreement or any other agreement between the Plaintiff and the Defendant. The Defendant received no monies or anything else from the Plaintiff.

2. No circumstances exist for the application of the doctrines of money had and received, unjust enrichment or restitution.

3. Further, or in the alternative, the Defendant relies upon the doctrine of *non est factum*.

4. Further, and in any event, any claim against the Defendant, even if made out on the facts alleged, which are not admitted but denied, would be and is void and unenforceable. The Illegal Casino and the gaming carried on therein were illegal and contrary to the Criminal Code of Canada and the gaming laws of the Province of British Columbia, as would be well known to persons intimately involved with and willing and eager to participate in furthering such illegal operations, such as the Plaintiff must be presumed to be or appear to be on his pleadings and the circumstances of this case.

5. The Defendant relies upon the doctrines of common law and statutory illegality, *ex turpi causa* and *in pari delicto*.

Defendant's address for service:

**LUNNY ATMORE LLP**  
Barristers and Solicitors  
900 – 900 West Hastings Street  
Vancouver, BC V6C 1E5

Fax number address for service (if any): 604-684-0916

E-mail address for service (if any): [dlunny@la-law.ca](mailto:dlunny@la-law.ca)

Date: October 6, 2017

David Lunny, Counsel for the Defendant

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

SEP 07 2016

No. S-168205  
Vancouver Registry



**In the Supreme Court of British Columbia**

Between

Paul King Jin

Plaintiff

and

Pi Long Sun also known as Pulong Sun  
Ying Wang

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 60 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The plaintiff, Paul King Jin, is a businessman and has an address for service c/o Zachary Ng, Barrister and Solicitor, 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8.
2. The defendant, Pi Long Sun also known as Pilog Sun, is a real estate developer based in China and resides at 6 – 9700 No. 3 Road, Richmond, British Columbia, V7A 1W3.
3. The defendant, Ying Wang, is a real estate developer based in China and resides at 6 – 9700 No. 3 Road, Richmond, British Columbia, V7A 1W3.
4. The defendants Sun and Wang are husband and wife respectively.
5. At all material times, the defendant Wang was the sole registered owner of the residential property civically known as 6 – 9700 No. 3 Road, Richmond, British Columbia, V7A 1W3 and legally described as:

PID: 028-195-353

LOT 6 SECTION 28 BLOCK 4N RANGE 6W NEW WESTMINSTER  
DISTRICT PLAN EPS119 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT  
OF THE STRATA LOT AS SHOWN ON FORM V

(the "Property")

6. On or about August 1, 2015, the plaintiff agreed to lend, and the defendants agreed to borrow the amount of 600,000 CAD (the "Loan") on the following express or implied terms (the "Loan Agreement"):
  - a. The defendants must repay the Loan to the plaintiff on or before September 1, 2015.
  - b. The defendants pledge the Property as collateral security for the Loan.
7. The Loan Agreement, which was in writing and signed by the defendants, was duly witnessed by a person named Rong Jian Qiu also known as Rongjian Qiu.
8. The plaintiff provided the Loan to the defendants in accordance with the Loan Agreement.
9. To date, the defendants have refused or neglected to repay the Loan in whole or in part to the plaintiff.

### Part 2: RELIEF SOUGHT

1. Certificate of pending litigation against the residential property with a civic address of 6 – 9700 No. 3 Road, Richmond, British Columbia, V7A 1W3 and legally described as:

PID: 028-195-353

LOT 6 SECTION 28 BLOCK 4N RANGE 6W NEW WESTMINSTER DISTRICT PLAN EPS119 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(the “Property”)

2. A declaration that the Loan Agreement constitutes an equitable mortgage over the Property in favour of the plaintiff;
3. A declaration that the defendants hold the Property in trust for the plaintiff;
4. Judgment against the defendants in the amount of 600,000 CAD;
5. An order that the defendants hold the monies received by them from the plaintiff in trust, on the basis of any and all of unjust enrichment, an express, resulting or constructive trust, and that the defendants convey such monies to the plaintiff;
6. Applicable interests;
7. Accounting and tracing;
8. Costs, including special costs or increased costs; and
9. Such further and other relief as counsel may advise and this Honourable Court permit.

### **Part 3: LEGAL BASIS**

1. The plaintiff advanced the Loan to the defendants on the parties' agreement that the defendants would repay the plaintiff on or before September 1, 2015. The defendants have breached the agreement by refusing or neglecting to repay the plaintiff.
2. Further or in the alternative, there is a total failure of consideration on the part of the defendants. For this reason, the plaintiff has a claim of money had and received, being a specimen of unjust enrichment, and is entitled to restitution of the loan advanced by him to the defendants.

*Topouzis v. Abboud*, 2012 BCSC 228

3. Because the Loan Agreement specifically named the Property as collateral security for the Loan, an equitable mortgage was created in the plaintiff's favour over the Property, and the plaintiff gained an interest in the Property. Therefore, the plaintiff is entitled to register a certificate of pending litigation against the Property.

An equitable mortgage arises, when “an agreement in writing duly signed, however informal, by which any property is made a security for a debt due or present advance creates an equitable charge upon the property”.

*Lawrence Shumyla Construction Ltd. v. Windfire Homes Ltd.*, 1999 CanLII 5827  
(BC SC)

Plaintiff's address for service:

Zachary Ng, Barrister and Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C. V6R 4R8


Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver, British Columbia

The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

Date: September 6, 2016

  
Signature of lawyer for plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM: Creditor's Remedies

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

### Part 4:

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

Paul King Jin

Plaintiff

and

Pi Long Sun also known as Pulong Sun  
Ying Wang

Defendants

---

**NOTICE OF CIVIL CLAIM**

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**Zachary Ng, Barrister & Solicitor**  
4438 West 10th Avenue, Suite #913  
Vancouver, B.C., V6R 4R8  
TELEPHONE: (778) 386-0001  
EMAIL: Zachary.Chun.Ng@hotmail.ca

File No. MS0008



**FORM 109  
(RULE 22-2(2) AND (7))**

Affidavit #1 of Pulong Sun  
sworn June 17, 2019

No. S168205  
Vancouver Registry

***In the Supreme Court of British Columbia***

Between:

Paul King Jin

Plaintiff

And:

Pi Long Sun also known as Pulong Sun  
Ying Wang

Defendants

**AFFIDAVIT**

I, Pulong Sun, c/o #300-5900 No. 3 Road, Richmond, B.C. V6X 3P7 MAKE  
OATH AND SAY:

1. I am a defendant in this matter and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be made on the best of my information and belief and whereso stated I do verily believe them to be true.
2. I left Canada on August 5, 2015. I went to Europe that date and to China thereafter. I have not returned since that time. A true copy of my entrance stamp from my passport to France is now shown to me and attached as Exhibit "A" to this my affidavit together with my passport identification page and signature page.
3. I am a Chinese citizen and I live in China. The defendant Ying Wang and I are married.

Failure to File Response not Deliberate or Wilful

4. I have never received notice of any court proceeding and was not familiar with any judgment against me until approximately May 22, 2019.

5. One of the affidavits mentions that our son was contacted in September, 2017. It does not appear that he was left any paperwork or other documents. My son did mention to me that someone had attended at our home but left no documents. At that time, I asked my son to not mention the matter to wife as my gambling had caused a great deal of stress in my marriage. Also, any gambling loans (which I believe I have paid off), were completely my responsibility and had absolutely nothing to do with my wife. I was very afraid what would happen to my wife and children because of my involvement with a loan shark.

6. Since the end of May, 2019, I was informed by my son and my daughter that they did receive documents in September or October, 2017 and in December, 2017 but they did not show them to my wife as they believed it would have caused her great distress.

Moving to Set Aside Judgment

7. The latest application was delivered to my wife's home on or about May 20, 2019. When that application was delivered, our neighbour contacted my wife (my children were in China). and we sent an authorization for the neighbour to pick up the delivery. We tried for a few days to find a lawyer in Canada and we contacted my lawyer's office on the weekend of May 25, 2019. We were able to retain him on or about May 28, 2019 and had him appear for us in court on May 29, 2019. I do remind the court that we are in China, neither my wife nor I speak English, and I took us some time to retain and instruct a Canadian lawyer.

Defence Worthy of Investigation

8. I understand that Paul King Jin alleges that he met me (and my wife) in a parking lot on August 1, 2015 and he handed me \$600,000.00 cash and that I pledged my wife's property as collateral for this. I did not meet Jian Qiu Rong on that date and



did not receive \$600,000.00 from Mr. Jin or from Ms. Rong on that date. I had met her previously and she advised me that she was Paul King Jin's assistant.

9. I do not believe I have ever met Paul King Jin. I certainly have never met him in the context of a \$600,000 loan involving \$600,000 cash.

10. I did have a problem with gambling. In mid-2015, I was approached in the River Rock casino about borrowing money. I was using family money to gamble so I did not need to borrow money. However, after losing about \$200,000, I did borrow money from Jian Qiu Rong in or about July, 2015. The interest rate for this was \$500 per day for \$10,000 borrowed. I borrowed the money on several occasions but all of these loans were repaid within two days, including interest. I never met the Defendant nor did I ever borrow money from him directly. I now believe that all these loans came through Paul King Jin indirectly. I am advised he is a well-known money lender in the Chinese community.

11. At no time did Jian Qiu Rong ask me to sign any documents for the funds she lent me and neither did she provide me with receipts when I repaid the funds. At all times, the money was given to me (and repaid by me) by way of casino chips.

12. My wife has enquired as to my banking records since I do have banking records as to repayment of some of this debt. However, since my bank account was closed nearly four years ago and because we are not in Canada, we are advised that the records are not readily available and will not be in time for the court hearing by the end of June, 2019.

13. I had borrowed money from a loan shark in 2015 for the purposes of gambling, before I left Canada. This caused a great deal of stress between my wife and me. I had promised her that I would stop gambling; on a couple of occasions, my wife went to the casino trying to get me to leave the casino.

14. I left Canada on August 5, 2015 and I have not returned.

15. I did not meet Paul King Jin or Jian Qiu Rong in a parking lot on August 1, 2015. I certainly did not take my wife to any such meeting and my wife was never involved in receiving a \$600,000 loan or payment from Mr. Jin.

16. As for Jian Qiu Rong, as noted, I believed her to be Paul King Jin's assistant. I did not meet her on August 1, 2015 nor afterwards.

17. Regarding the promissory note filed as Exhibit "A" to the affidavit of Rong Jian Qiu, I make the following points:

- a. That is not my signature. A true copy of my signature from my passport is in Exhibit "A" to this my affidavit;
- b. I never signed an agreement or document of this kind with Paul King Jin or Jian Qiu Rong;
- c. I have no authority or ability to pledge my wife's property; and
- d. My wife has nothing to do with this matter and she knew nothing about it until May, 2019.

18. I have not had anything to do directly with Paul King Jin. We did not borrow money from him and I did not pledge my wife's property.

19. I therefore ask this Honourable Court to set aside the default judgment and permit my wife and me the opportunity to defend this lawsuit.

SWORN BEFORE ME at the City  
of SHANGHAI, in the People's  
Republic of China, this 17 day  
of June, 2019

)  
)  
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)  
)

**Pilong Sun**

**A COMMISSIONER FOR TAKING  
AFFIDAVITS**

Radu Gherghes LL.M.  
Barrister & Solicitor  
Law Society of Ontario - ID 593011

ENDORSEMENT BY INTERPRETER

I, ZHOU, CHEN of Shanghai certify that:

1. I have a knowledge of the English and Mandarin languages and I am competent to interpret from one to the other.
2. I am advised by the deponent and verily believe that the deponent understands the Mandarin language.
3. Before the affidavit on which this endorsement appears was made by the deponent I correctly interpreted it for the deponent from the English language into the Mandarin language and the deponent appeared to fully understand the contents.


Dated: June 17, 2019



\_\_\_\_\_  
Interpreter

-6-

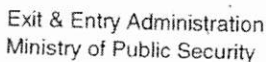
This is Exhibit "A" to the affidavit of Pilong Sun  
sworn before me at the City of SHANGHAI,  
in the People's Republic of China this 17 day of June, 2019.

  
\_\_\_\_\_  
Radu Gherghel LL.M. - Barrister & Solicitor, Notary Public

Law Society of Ontario - ID 593011

*The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.*

G46608193

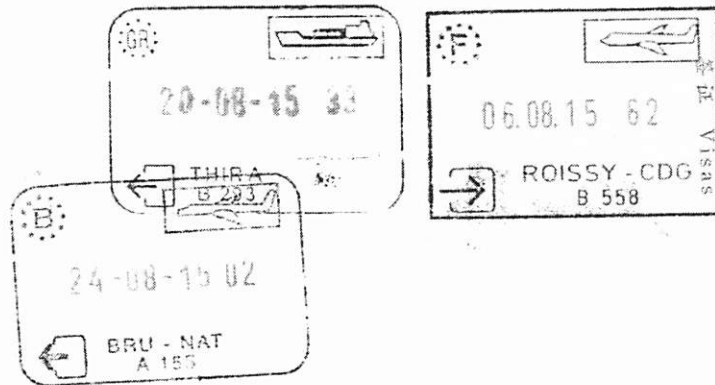


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- 8 -

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체류허가지역:제주  
Place of stay:Jeju  
Permission is required  
for traveling other  
place



### 注意事项

- 一、本护照为重要身份证件,持照人应妥为保存、使用,不得涂改、转让、故意损毁。任何组织或个人不得非法扣押。
- 二、本护照的签发、换发、补发和加注由公安部出入境管理机构或公安部委托的公安机关出入境管理机构、中国驻外使馆、领馆或外交部委托的其他驻外机构办理。
- 三、本护照遗失或被窃,在国内应立即向当地或户籍所在地的公安机关出入境管理机构报告;在国外应立即向当地或附近的中国驻外使馆、领馆或外交部委托的其他驻外机构报告。
- 四、短期出国的公民在国外发生护照遗失、被窃等情形,应向中国驻外使馆、领馆或外交部委托的其他驻外机构申请中华人民共和国旅行证。

持照人签名  
BEARER'S SIGNATURE

张

-6-



**FORM 35**  
**(RULES 8-4(1), 13-1(3), AND 17-1(2) AND 25-9(2))**

No. S168205  
 Vancouver Registry

***In the Supreme Court of British Columbia***

Between:

Paul King Jin

Plaintiff

And:

Pi Long Sun also known as Pulong Sun  
 Ying Wang

Defendants

**ORDER MADE AFTER APPLICATION**

BEFORE     )     THE HONOURABLE MADAM     )     WEDNESDAY, JUNE 26, 2019  
               )     JUSTICE WARREN                 )

ON THE APPLICATION of the Defendants coming on for hearing at Vancouver, B.C. on June 26, 2019, and on hearing Mark B. Thompson, Counsel on behalf of the Defendants, and no one appearing on behalf of the Plaintiff;

THIS COURT ORDERS that:

1. The application of the Defendants be adjourned generally.

By the Court

Digitally signed by  
 Peter Lee

\_\_\_\_\_  
 Registrar

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT

*Mark B. Thompson*

\_\_\_\_\_  
 Signature of Solicitor for the Defendants





Court File No. **VLC-S-S-168302**  
No. \_\_\_\_\_  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between

Paul King Jin

Plaintiff

and

XUE SHI WANG also known as XUESHI WANG

Defendant

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL** to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The plaintiff, Paul King Jin, is a businessman and has an address for service c/o Zachary Ng, Barrister and Solicitor, 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8.
2. The defendant, Xue Shi Wang also known as Xueshi Wang, is a businessman based in China; his address is unknown to the plaintiff.
3. In or about February 28, 2015, the defendant advised the plaintiff that the defendant was having cash-flow difficulties, and that, if the plaintiff lent money to the defendant, the defendant would be able to repay the plaintiff, because other people owed money to the defendant in China.
4. The defendant asked the plaintiff to lend him the amount of 400,000 CAD.
5. On or about February 28, 2015, the plaintiff agreed to lend, and the defendant agreed to borrow the amount of 400,000 CAD (the "Loan"), on the following implied or express terms (the "Loan Agreement"), among others:
  - a. The defendant must repay the Loan to the plaintiff on or before May 28, 2015.
  - b. The defendant pledges the residential property civically known as 4190 Rose Crescent, West Vancouver, British Columbia (the "Rose Crescent Property") as collateral security for the Loan.
6. At the time, the defendant was the sole registered owner of the Rose Crescent Property, which was legally described as:
 

PID: 009-728-589

LOT 18 BLOCK 7 DISTRICT LOTS 559 AND 582 PLAN 9212
7. By May 28, 2015, the defendant did not returned the Loan in whole or in part to the plaintiff, and in fact, to date, the defendant has not returned the Loan in whole or in part to the plaintiff.
8. Subsequently, the plaintiff discovered that the defendant transferred the Rose Crescent Property to his wife, Wei Jin.
9. As of this time, the defendant still has one real estate property under his name, namely the property civically known as 10 Sennok Crescent, Vancouver, British Columbia and legally described as:

PID: 008-942-528

LOT 54 BLOCK A MUSQUEAM INDIAN RESERVE NO. 2 PLAN 12172

(the "Sennok Crescent Property")

10. The defendant's wife, Wei Jin, has lodged a certificate of pending litigation against the Sennok Crescent Property.
11. As of this time, the defendant is ensconced, to the best of the plaintiff's knowledge, in an undisclosed location in Beijing, China.
12. From time to time, the defendant communicates to the plaintiff by telephone that, owing to the number of creditors to whom the defendant owes money, the defendant has difficulty repaying the Loan to the plaintiff.
13. During these telephone conversations, the defendant also promises from time to time to repay the Loan to the plaintiff in a short time, but none of these promises has been upheld by the defendant.
14. The plaintiff fears that, even if he is successful at trial in this action, soon there will not be any exigible asset remaining to the name of the defendant in British Columbia.

## **Part 2: RELIEF SOUGHT**

1. Judgment against the defendant in the amount of 400,000 CAD;
2. An order that the defendant hold the monies received by them from the plaintiff in trust, on the basis of any and all of unjust enrichment, an express, resulting or constructive trust, and that the defendant convey such monies to the plaintiff;
3. Applicable interests;
4. Accounting and tracing;
5. Costs, including special costs or increased costs; and
6. Such further and other relief as counsel may advise and this Honourable Court permit.

## **Part 3: LEGAL BASIS**

1. The plaintiff advanced the Loan to the defendant on the parties' agreement that the defendant would repay the Loan to the plaintiff on or before May 28, 2015. May 28, 2015 has come and passed. The defendant has breached the agreement by refusing or neglecting to repay the plaintiff.
2. Further or in the alternative, there is a total failure of consideration on the part of the defendant. For this reason, the plaintiff has a claim of money had and received, being a specimen of unjust enrichment, and is entitled to restitution of the loan advanced by him to the defendant.

*Topouzis v. Abboud*, 2012 BCSC 228

Plaintiff's address for service:

Zachary Ng, Barrister and Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C. V6R 4R8

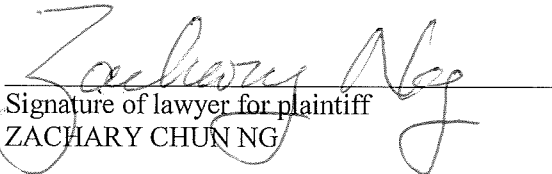
Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver, British Columbia

The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

Date: September 9, 2016

  
Signature of lawyer for plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:** Creditor's Remedies

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

**Part 4:**

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**AMENDED PURSUANT TO RULE 6-1(1)(a)**  
Original document filed May 8, 2017

MAY 12 2017

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN



PAUL KING JIN

, Plaintiff

AND

WEIJIE LI and SHU PING LIU

, Defendants

**AMENDED NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiffs for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## **Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Paul King Jin, is a businessman with an address for service of c/o 100 – 8120 Granville Avenue, Richmond, B.C. V6Y 1P3.
2. The Defendant, Weijie Li, is a businesswoman who resides at 1038 West 47<sup>th</sup> Avenue, Vancouver, B.C. V6M 2L4.
3. The Defendant, Shu Ping Liu, is a businessman who resides at 1038 West 47<sup>th</sup> Avenue, Vancouver, B.C. V6M 2L4.
4. The Defendants are spouses and are the registered owners of the property located at 1038 West 47<sup>th</sup> Avenue, Vancouver, B.C. V6M 2L4, legally described as:

PID: 010-300-287

LOT 9 OF LOT 14 BLOCK 10 DISTRICT LOT 526 PLAN 7908

(the “Property”).

5. On or about September 4, 2016, the Plaintiff loaned to the Defendants the amount of \$150,000. On or about September 12, 2016, the Plaintiff further loaned to the Defendants the amount of \$50,000. In total, the Plaintiff loaned to the Defendants the amount of \$200,000 (the “Loan”).
6. Pursuant to a promissory note, the Defendants agreed to repay the Loan by September 14, 2016 and use the Property as security for the Loan.
7. The Defendants did not repay the Loan amount by September 14, 2016. The Plaintiff has since demanded repayment of the Loan. The Defendants have either refused or neglected to tender any payment to date.
8. The Plaintiff further believes part of the Loan amount was used for mortgage payments on the Property, and also was used for the maintenance, upkeep, improvements, and expenses for the Property.

## Part 2: RELIEF SOUGHT

9. A declaration that the Defendants are indebted to the Plaintiff in the amount of \$200,000, and order that the Defendants pay to the Plaintiff said amount;
10. In the alternative, the Defendants hold the Loan amount in trust on the basis of express, resulting, or constructive trust or in further alternative have wrongfully converted the Loan amount.
11. A declaration that The Loan amount was advanced for and used to maintain, upkeep, and improve the Property, and further, that the Loan amount was used for the maintenance, upkeep, and improvement of the Property, and as such the Defendants were unjustly enriched, and the Plaintiff is entitled to a constructive trust over the Property to the extent of the Loan.
12. A Certificate of Pending Litigation ("CPL") against the Property, legally described as  
  
PID: 010-300-287  
LOT 9 OF LOT 14 BLOCK 10 DISTRICT LOT 526 PLAN 7908
13. An order of injunction against both Defendants from disposing of property that may be in issue between the parties, including but not limited to the Property, and that both Defendants preserve the same pending further court order;
14. An order that the Property be sold and the Plaintiff's interest be paid out to the Plaintiff in priority to any interest the Defendant may have;
15. Tracing;
16. Accounting;
17. Pre and post judgment interest pursuant to the *Court Order Interest Act*;
18. Costs;
19. Such further and other relief as this Honourable Court deems just.

## Part 3: LEGAL BASIS

20. The Loan amount is a debt that has not been repaid by the date due. The Plaintiff is entitled to repayment of the same.
21. The equitable relief of unjust enrichment provides for the Plaintiff to seek relief when the Defendant received a benefit, the Plaintiff suffered a loss corresponding in some way to the benefit, and there was no juristic reason for the benefit and the loss. In particular, and



without limiting the foregoing, the Defendants used the Loan amount for the maintenance, upkeep, and improvement of the Property, and thus were unjustly enriched to the detriment of the Plaintiff and without juristic reason, and as such the Plaintiff is entitled to the remedy of constructive trust over the Property, to the extent of the Loan Amount.

22. The tort of wrongful conversion is the taking of another person's goods in a way that is inconsistent with the owner's ownership of the goods.

23. The Plaintiff is entitled to the remedy of a CPL pursuant to s. 215(1) of the *Land Title Act* over the Defendants' Property on the basis of constructive trust, above.

~~22.~~ 24. Given the Defendants used the Loans for the maintenance, upkeep, and improvement of the Property, or may have otherwise disposed of the Loan amount, the Plaintiffs ~~are~~ is also entitled to a restraining Order against both Defendants pursuant to s.37 of the *Law and Equity Act* and Rules 10-1 and 10-4 of the *Supreme Court Civil Rules*, and also that the Defendants preserve the Property pending court order.

~~24. Pursuant to s. 215(1) of the *Land Title Act*, a Certificate of Pending Litigation.~~

25. The *Court Order Enforcement Act* provides for a sale of properties to satisfy a judgment.

26. In the event any of the Loan amount was not used for the Property, or if used for the Property but later converted into other property, ~~by~~ the Plaintiff is entitled to the equitable remedies of accounting and tracing.

27. The *Court Order Interest Act* provides for pre-judgment and post-judgment interest on amounts awarded, and the Plaintiffs ~~are~~ is so entitled.

28. The *Supreme Court Civil Rules* provide, inter alia, at Rule 14-1 for costs to a successful party. The Plaintiffs ~~are~~ is so entitled.

29. Such further and other legal bases as counsel may advise and this Honourable Court permits.

Plaintiffs' address for service:

c/o Wallace M. Wong & Co.  
Suite 100 – 8120 Granville Avenue  
Richmond, B.C. V6Y 1P3  
Tel: 604-278-8086  
Fax: 604-278-6986

E-mail address for service (if any): not applicable.

Place of trial: Vancouver, B.C.

The address of the registry is:

Vancouver Law Courts  
800 Smithe St.  
Vancouver, B.C. V6Z 2E1

Date: May 12, 2017

.....  
Signature of  
☐ plaintiff ☒ lawyer for plaintiffs

  
WALLACE M. WONG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## **Appendix**

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Claim for debt, and in unjust enrichment.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☒ real property (real estate)
- ☒ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above

[ ] do not know

**Part 4:**

*Land Title Act* RSBC 1996 c.250

*Law and Equity Act* RSBC 1996 c. 253

*Court Order Enforcement Act* RSBC 1996 c. 78

*Court Order Interest Act* RSBC 1996 c.79

No. S-174286  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

PAUL KING JIN

, Plaintiff

AND

WEIJIE LI and SHU PING LIU

, Defendants

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**NOTICE OF CIVIL CLAIM**

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WALLACE M. WONG & CO.  
BARRISTERS & SOLICITORS  
SUITE 100 - 8120 GRANVILLE AVENUE  
RICHMOND, B.C.  
V6Y 1P3

TEL: (604) 278-8086

FAX: (604) 278-6986

PER: **WALLACE M. WONG**

File No. WW-L1863



No. S174286  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

WEIJIE LI and SHU PING LIU

DEFENDANTS

**RESPONSE TO AMENDED CIVIL CLAIM**

**Filed by:** SHU PING LIU

**Part 1: RESPONSE TO AMENDED NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant’s Response to Facts**

1. **None** of the facts alleged in Part 1 of the Amended Notice of Civil Claim filed May 12, 2017 (the “Claim”) are admitted.
2. The facts alleged in paragraphs **2 - 8** of Part 1 of the Claim are denied.
3. The facts alleged in paragraph **1** of Part 1 of the Claim are outside the knowledge of the defendant, Shu Ping Liu (“Liu”).

**Division 2 – Defendant’s Version of Facts**

4. Except as expressly admitted Liu denies each and every allegation of fact contained in the Claim and puts the plaintiff to the strict proof thereof.
5. Liu is the registered owner of a property located at 1038 W. 47<sup>th</sup> Avenue, Vancouver, BC, V6M 2L4, more particularly described as:

PID: 010-300-287

Lot 9 of Lot 14 Block 10

14JUL17 1714222 RDS0  
21402 S174286

25.00

District Lot 526 Plan 7908  
(the "Property")

6. The defendant, Weijie Li ("Li"), is Liu's husband and resides in the Peoples Republic of China.
7. Contrary to the allegations at paragraph 4 of the Claim, Li is not a registered owner of, and has no legal or beneficial interest in, the Property.
8. On August 31, 2016 Li was adjudicated bankrupt by order made in proceedings commenced in the Vancouver Registry of the Supreme Court of British Columbia, In Bankruptcy and Insolvency, File No. B-160511, Estate Number 11-253989. Li remains an undischarged bankrupt.
9. In specific answer to paragraph 5 of the Claim Liu denies that the plaintiff loaned her any money and in particular:
  - a. \$150,000 on September 4, 2016; or
  - b. \$50,000 on September 12, 2016.
10. In further answer to paragraph 5 of the Claim, by letter dated June 7, 2017 the plaintiff responded to a demand for particulars from Liu dated May 19 2017 (the "Particulars"). The Particulars confirm that Liu was not present at the time that the loans are alleged to have been made (or agreed to) and that the alleged advances were not provided to Liu. Liu has no knowledge of the alleged loans.
11. In specific answer to paragraph 6 of the Claim Liu denies that she:
  - a. executed a promissory note in favour of the plaintiff as alleged, or at all;
  - b. agreed that the Property could be used as security for any advances which may have been made (which are not admitted and are expressly denied) as alleged, or at all; or

- c. authorized Li, or anyone else, to execute a promissory note in favour of the plaintiff as alleged, or at all.

12. In specific answer to paragraph 7 of the Claim Liu denies that the plaintiff has made demand on her for repayment of the alleged Loan as alleged, or at all, and specifically denies attending on the plaintiff in November 2016 at the Morgan Plaza, Beijing as alleged in the Particulars.

13. In specific answer to paragraph 8 of the Claim Liu denies that any funds which may have been advanced by the plaintiff (the existence of which is expressly denied) were used for mortgage payments, maintenance, upkeep, improvements or expenses for the Property as alleged, or at all.

### **Division 3 - Additional Facts**

14. See above.

### **Part 2: RESPONSE TO RELIEF SOUGHT**

15. Liu consents to the granting of **NONE** of the relief sought in Part 2 of the Claim.

16. Liu opposes the granting of **ALL** of the relief sought in Part 2 of the Claim and seeks an order dismissing the Claim together with costs.

### **Part 3: LEGAL BASIS**

17. Contrary to the allegations contained in the Claim, Liu did not receive money from, or owe money to, the plaintiff. As confirmed in the Particulars, Liu was not present when the alleged advances were made and has no knowledge of them.



18. Liu denies receiving any benefit from the plaintiff as alleged, or at all, or that the plaintiff is entitled to a constructive trust over the Property.

19. Liu denies converting the plaintiff's property as alleged, or at all.

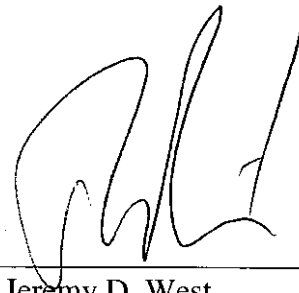
Defendant's address for service:

Watson Goepel LLP  
Lawyers  
1700 - 1075 West Georgia Street  
Vancouver, BC  
V6E 3C9

Fax number address for service (if any): 604-688-8193

Email address for service (if any): n/a

Date: July 13, 2017

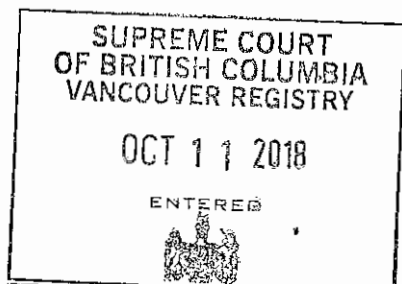



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Signature of Jeremy D. West  
Counsel for the Defendant, Shu Ping Liu

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (i) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



No. S-174286  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PAUL KING JIN

PLAINTIFF

AND:

WEIJIE LI and SHU PING LIU

DEFENDANTS

**ORDER MADE AFTER APPLICATION**

BEFORE } The Honourable *MADAM Justice Marzari* } 11/Oct/2018

ON THE APPLICATION of the defendant, Shu Ping Liu, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1 on 11/Oct/2018 and on hearing Yianni Pappas-Acreman, lawyer for the defendant, Shu Ping Liu, Timothy Wan, lawyer for the plaintiff, Paul King Jin, and no one else appearing, and by consent:

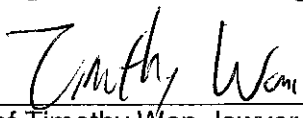
THIS COURT ORDERS that:

1. The claim of the plaintiff, Paul King Jin, against the defendant, Shu Ping Liu, commenced by notice of civil claim filed May 8, 2017 and amended May 12, 2017, is dismissed, without costs to any party.
2. The said dismissal shall be for all purposes of the same force and effect as if a judgment dismissing the action against the defendant, Shu Ping Liu, had been pronounced after a trial of the action upon the merits.
3. The certificate of pending litigation filed by the plaintiff under registration number CA5992072 (the "CPL") against title to property bearing civic address 1038 West 47<sup>th</sup> Avenue, Vancouver, British Columbia, PID: 010-300-287, and having a legal description of Lot 9 of Lot 14, Block 10, District Lot 526, Plan 7908 (the "Property") be cancelled.

4. The Registrar of Land Titles at the New Westminster/Vancouver Land Title Office shall cause the said CPL filed against the Property in relation to this proceeding to be wholly cancelled as against the Property upon production of a copy of this order.
5. The approval and endorsement of the form of this order by the defendant, Weijie Li, be and is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of Yianni Pappas-Acreman,  
lawyer for the defendant, Shu Ping Liu

  
\_\_\_\_\_  
Signature of Timothy Wan, lawyer for the  
plaintiff, Paul King Jin

By the Court. 

  
\_\_\_\_\_  
Registrar

**SEAL**  
30-Mar-18

Vancouver  
REGISTRY



No. *Court File No.* **VLC-S-S-184259**  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between

Paul King Jin

Plaintiff

and

Jia Gui Gao

Defendant

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL** to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## Claim of the Plaintiff

### Part 1: STATEMENT OF FACTS

1. The plaintiff, Paul King Jin, is a businessman and has an address for service c/o Zachary Ng, Barrister and Solicitor, 4438 West 10<sup>th</sup> Avenue, Suite 913, Vancouver, British Columbia, V6R 4R8.
2. The address and occupation of the defendant, Jia Gui Gao, are unknown to the plaintiff.
3. At material times, the defendant was the sole registered owner of the property civically known as 1389 Matthews Avenue, Vancouver, British Columbia and legally described as

PID: 006-191-231

LOT 10A BLOCK 56 DISTRICT LOT 526 PLAN 5782

("Matthews Avenue")

4. At material times, the defendant was the sole registered owner of the property civically known as 2751 Highview Place, West Vancouver, British Columbia and legally described as

PID: 028-277-953

LOT 8 DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN BCP45164

("Highview Place")

5. On February 24, 2016, the defendant, for good and valuable consideration, granted a mortgage (Registration No. CA5031739, the "Mortgage") to the plaintiff over Matthews Avenue and Highview Place.
6. The Mortgage included the following terms:

Principal Amount:	8,000,000 CAD
Interest Rate:	15.00% per annum
First Payment Date:	April 1, 2016
Last Payment Date:	September 1, 2016
Balance Due Date:	September 1, 2016

7. In April 2016, the plaintiff executed a Form C Release to discharge the Mortgage from the title to Matthews Avenue, so that the defendant could sell Matthews Avenue and pay some of his creditors.

8. On June 2, 2017, in a foreclosure proceeding commenced by the holder of a prior mortgage on Highview Place, an Order Approving Sale was made in respect of Highview Place.
9. The plaintiff did not receive any money in the sale of Highview Place, due to the subordinate status of the Mortgage.
10. To date, the defendant has refused or neglected to repay the principal amount and interests of the Mortgage.

## Part 2: RELIEF SOUGHT

1. Judgment against the defendant in the amount of 8,000,000 CAD;
2. An Order that the defendant hold the monies received by him from the plaintiff in trust, on the basis of any and all of unjust enrichment, an express, resulting or constructive trust, and that the defendant convey such monies to the plaintiff;
3. Applicable interests;
4. Accounting and tracing;
5. Costs, including special costs or increased costs; and
6. Such further and other relief as counsel may advise and this Honourable Court permit.

## Part 3: LEGAL BASIS

1. As the plaintiff is no longer in a position to commence an action *in rem* to enforce the mortgage, the plaintiff is now commencing an action *in personam* to enforce the personal covenants given by the defendant.

Plaintiff's address for service:

Zachary Ng, Barrister and Solicitor  
4438 West 10<sup>th</sup> Avenue, Suite 913  
Vancouver, B.C. V6R 4R8

Fax number address for service: 604-608-3826

E-mail address for service: [Zachary.Chun.Ng@hotmail.ca](mailto:Zachary.Chun.Ng@hotmail.ca)

Place of trial: Vancouver, British Columbia

The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

Date: March 29, 2018

  
Signature of lawyer for plaintiff  
ZACHARY CHUN NG

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.



## Appendix

### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM: Creditor's Remedies

### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

### Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

### Part 4:



NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Feb-06-2013 16:58:09.001

CA2985493

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Hong Guo**  
**6BY7CH**  
Digitally signed by Hong Guo 6BY7CH  
DN: c=CA, cn=Hong Guo 6BY7CH,  
o=Lawyer, ou=Verify ID at  
www.juricourt.com/LKUP.cfm?  
id=6BY7CH  
Date: 2013.02.06 16:58:00 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
#120-6068 No. 3 Road

File: 1302-18  
LTO#10456 , Phone: 778-297-6560  
office, Auth-Agent

Richmond BC V6Y 4M7  
Document Fees: \$72.50

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**025-775-898 STRATA LOT 88 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT**  
**STRATA PLAN BCS536**

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

**DAQING WANG, BUSINESSMAN**

#411 - 2083 WEST 33RD AVENUE  
VANCOUVER BRITISH COLUMBIA  
V6M 4M6 CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

**PAUL KING JIN, BUSINESSMAN**

#502 - 8080 Cambie Road  
Richmond British Columbia  
Canada V6X 0C2

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$750,000.00	(b) Interest Rate: 2.990% per annum	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: N/A	(e) Payment Dates: On Demand	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date: On Demand			

**MORTGAGE – PART 1**

PAGE 2 OF 2 PAGES

6. MORTGAGE contains floating charge on land ?  
YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒  
Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

- (a) Prescribed Standard Mortgage Terms ☒  
 (b) Filed Standard Mortgage Terms ☐ D F Number:  
 (c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)  
 A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo  
Barrister & Solicitor  
#120-6068 No. 3 Road  
Richmond, BC V6Y 4M7

Execution Date		
Y	M	D
13	02	05

Borrower(s) Signature(s)

Daqing Wang

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Status: Registered  
FORM\_B\_V20

Doc #: CA3211764

RCVD: 2013-07-02 RQST: 2019-03-14 17.52.29

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Jul-02-2013 11:20:54.001

CA3211764

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Hong Guo**  
**6BY7CH**  
Digitally signed by Hong Guo 6BY7CH  
DN: c=CA, cn=Hong Guo 6BY7CH,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=6BY7CH  
Date: 2013.07.02 11:00:00 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation

Barrister &amp; Solicitor

#120 - 6068 No. 3 Road

Richmond

BC V6Y 4M7

LTO#: 10456, Phone:  
office, Auth-Agent

Document Fees: \$73.50

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

028-935-021

STRATA LOT 250 SECTION 9 BLOCK 4 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT STRATA PLAN BCS4130

STC?

YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

CHUJUN XIANG, STUDENT

223-6800 ECKERSLEY ROAD

RICHMOND

BRITISH COLUMBIA

V6Y 0E7

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSIENSSMAN

#502-8080 CAMBIE ROAD

RICHMOND

Canada

V6X 0C2

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$30,000.00

(b) Interest Rate:

40.000% per annum

(c) Interest Adjustment

Date: N/A

Y

M

D

(d) Interest Calculation Period:

N/A

(e) Payment Dates:

ON DEMAND

(f) First Payment

Date: N/A

(g) Amount of each periodic payment:

N/A

(h) *Interest Act* (Canada) Statement.The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date: N/A

(j) Assignment of Rents which the  
applicant wants registered ?YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

ON  
DEMAND

**MORTGAGE – PART 1**

PAGE 2 OF 2 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister & Solicitor

#120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date

Y	M	D
13	06	27

Borrower(s) Signature(s)

CHUJUN XIANG

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Sep-24-2014 16:28:48.001

CA3978265

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Hong Guo**  
**6BY7CH**  
Digitally signed by Hong Guo 6BY7CH  
DN: cn=CA, cn=Hong Guo 6BY7CH,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=6BY7CH  
Date: 2014.09.24 16:21:49 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$73.50

BC V6Y 4M7

File: 1410-18  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**015-439-666 LOT 19 DISTRICT LOT 349 GROUP 1 NEW WESTMINSTER DISTRICT PLAN**  
**83804**

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

**AN QI ZHANG, BUSINESSMAN**

108 TIMBERCREST PLACE  
PORT MOODY

V3H 4V5

BRITISH COLUMBIA  
CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

**PAUL KING JIN, BUSINESSMAN**

#706-8080 Cambie Road  
Richmond  
Canada

British Columbia  
V6X 3X9

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$60,000.00	(b) Interest Rate: N/A	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: N/A	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:	14	12	24

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒  
Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

- (a) Prescribed Standard Mortgage Terms ☒  
(b) Filed Standard Mortgage Terms ☐ D F Number:  
(c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

- o Covenant registered under No. Z154595
- o Covenant registered under No. Z154596
- o Statutory Building Scheme registered under No. AC314606
- o Mortgage registered under No. CA3267718 in favour of Canadian Imperial Bank of Commerce

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo  
Barrister & Solicitor  
#120-6068 No. 3 Road  
Richmond, BC V6Y 4M7  
Tel: 778-297-6560

Execution Date		
Y	M	D
14	09	24

Borrower(s) Signature(s)

An Qi Zhang

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Land Title Act  
**Form E**

SCHEDULE

Page 3 of 3 pages

---

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**10. ADDITIONAL OR MODIFIED TERMS:**

- 10.1 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.
- 10.2 In the event that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.
- 10.3 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$300.00.

**END OF DOCUMENT**

Status: Registered  
FORM\_B\_V20

Doc #: CA4327706

RCVD: 2015-04-09 RQST: 2020-03-25 15:59.40

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Apr-09-2015 17:17:07.001

CA4327706

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: c=CA, cn=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=DZUGZ4  
Date: 2015.04.09 17:13:06 -07'00'

## 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150408-Feng  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

004-124-570

LOT 5 BLOCK "B" SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT PLAN 15755

STC? YES ☐

## 3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

HUA FENG, GENERAL MANAGER

9840 GREENLEES ROAD  
RICHMOND

V7A 1V1

BRITISH COLUMBIA  
CANADA

## 4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSINESSMAN

#103-4411 No. 3 Road  
Richmond  
Canada

British Columbia  
V6X 2C3

## 5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$110,000.00

(b) Interest Rate:

5% per month

(c) Interest Adjustment

Date:

Y

M

D

15

04

09

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

9th day of each months

(f) First Payment

Date:

15

05

09

(g) Amount of each periodic payment:

\$5,500.00

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

15

05

09

(j) Assignment of Rents which the  
applicant wants registered ?  
YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

15

05

09



**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4083565 by Canadian Imperial Bank of Commerce

Mortgage CA4130244 by Amarjit Singh Garcha and 0663466 B.C. Ltd.

Assignment of Rents CA4130245 by Amarjit Singh Garcha and 0663466 B.C. Ltd.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister & Solicitor

#120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date

Y	M	D
15	04	09

Borrower(s) Signature(s)

Hua Feng

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Land Title Act  
**Form E**

SCHEDULE

Page 3 of 3 pages

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**10. ADDITIONAL OR MODIFIED TERMS:**

- 10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.
- 10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.
- 10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.
- 10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.
- 10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.

**END OF DOCUMENT**

Status: Registered  
FORM\_B\_V20

Doc #: CA4356217

RCVD: 2015-04-24 RQST: 2019-03-14 12.19.11

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Apr-24-2015 16:15:24.001

CA4356217

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: c=CA, cn=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/LkUP.cfm?  
id=DZUGZ4  
Date: 2015.04.24 16:13:22 -07'00'

## 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150427-CHENG-WEI  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

007-474-989

LOT 2 BLOCK 186 DISTRICT LOT 176 PLAN 5889

STC? YES ☐

## 3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

YULAN CHENG, HOMEMAKER

4131 CROWN CRESCENT  
VANCOUVER

V6R 2A8

BRITISH COLUMBIA  
CANADA

## 4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

XIAOQI WEI, BUSINESSWOMAN

8100 Fairbrook Cr  
Richmond  
Canada

British Columbia  
V7N 1Z1

## 5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$1,000,000.00

(b) Interest Rate:

12% per annum

(c) Interest Adjustment

Date:

Y

M

D

15

04

24

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

24th day of each &amp; every months

(f) First Payment

Date:

15

05

24

(g) Amount of each periodic payment:

\$10,000.00

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

06

04

24

(j) Assignment of Rents which the  
applicant wants registered ?  
YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

16

04

24

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4245221 by HSBC Bank Canada.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister & Solicitor

#120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date

Y	M	D
15	04	24

Borrower(s) Signature(s)

Yulan Cheng

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**10. ADDITIONAL OR MODIFIED TERMS:**

10.1 In the event that any cheque is returned to the Lender as non-negotiable after being presented for payment, the Borrowers shall pay for each such returned cheque the sum of \$125.00 as liquidated damages, and not as penalty to the Lender and such sum shall be a charge upon the said lands and bear interest at the rate hereinbefore stated.

10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.

10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.5 The Lender's discharge administration fee for execution and delivery of a discharge of this Mortgage is \$250.00.

Status: Registered  
FORM\_B\_V20

Doc #: CA4412834

RCVD: 2015-05-22 RQST: 2019-03-15 14.07.06

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

May-22-2015 15:11:10.001

CA4412834

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
DZUGZ4

Digitally signed by Hong Guo DZUGZ4  
DN: cn=CA, cn=Hong Guo DZUGZ4,  
o=Lawyer, ou=Verify ID at  
www.juricourt.com/LKUP.cfm?  
id=DZUGZ4  
Date: 2015.05.22 14:56:17 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation  
Barristers & Solicitors  
#120-6068 No. 3 Road  
Richmond  
Document Fees: \$78.10

BC V6Y 4M7

File: 150521-LIU  
LTO#: , Phone: 778-297-6560  
Liz, Auth-Agent

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

**011-105-640 LOT 11 OF LOT G BLOCK 11 DISTRICT LOT 526 PLAN 5614**

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

**CHUANSHENG LIU, BUSINESSMAN**

7283 WILTSHIRE STREET  
VANCOUVER

V6P 5H4

BRITISH COLUMBIA  
CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

**XIAOQI WEI, BUSINESSPERSON**

8100 Fairbrook Cr  
Richmond  
Canada

British Columbia  
V7N 1Z1

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$1,200,000.00	(b) Interest Rate: 3.5% per month	(c) Interest Adjustment Date:	Y 15	M 05	D 22
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 22nd day of each & every month	(f) First Payment Date:	15	06	22
(g) Amount of each periodic payment: \$42,000.00	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date:	15	08	22
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:	15	08	22

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA3476867 by CANADIAN IMPERIAL BANK OF COMMERCE.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Hong Guo

Barrister & Solicitor

#120-6068 No. 3 Road  
 Richmond, BC V6Y 4M7  
 Tel: 778-297-6560

Execution Date

Y	M	D
15	05	22

Borrower(s) Signature(s)

CHUANSHENG LIU

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**10. ADDITIONAL OR MODIFIED TERMS:**

10.1 In the event that the Borrower shall make any payment hereunder by cheque and any such cheque is returned to the Lender unpaid for any reason whatsoever including but not so as to limit the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the terms of the said cheque or if a payment is late or missed for any reason, the Lender shall be entitled to make a charge in the amount of \$200.00 as liquidated damages which charge shall be immediately due and payable. It is understood and agreed that the Lender shall be entitled to make a charge as aforesaid on each occasion that the Borrower's cheque is late or missed or returned unpaid. Such charge shall bear interest at the rate hereinbefore set out and shall form a charge upon the mortgage land until the same is fully paid and satisfied.

10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.

10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.5 Discharge of Mortgage - Fee set by Regulation pursuant to the Business Practice and Consumer Protection Act of B.C., Currently \$75.00 The Lender Shall have reasonable time after request by the Borrower to prepare the payout statement and attend to the execution of the discharge. The Borrower agrees to the pay to the Lender the fee noted above for this service.

10.6 Discharge of Mortgage - Legal Services Fee. The Borrower agrees to pay to the Lender the account of the solicitor for the Lender for services provided with respect to the receipt of payout funds, the preparation, execution, and delivery of the discharge of this mortgage and associated services.



Status: Registered

Doc #: CA5031739

RCVD: 2016-03-08 RQST: 2019-03-15 12.00.28

FORM\_B\_V22

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Mar-08-2016 16:23:17.001

CA5031739

MORTGAGE - PART 1 Province of British Columbia

1456110046

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Zachary Chun Ng N9KJEP** Digitally signed by Zachary Chun Ng N9KJEP  
Date: 2016.03.08 16:21:12 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Zachary Chun Ng

Zachary Ng, Barrister and Solicitor

Tel: 778-386-0001

4438 West 10th Avenue, Suite 913

Fax: 604-608-3826

Vancouver

BC V6R 4R8

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

## SEE SCHEDULE

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

JIA GUI GAO, BUSINESSMAN

2751 HIGHVIEW PLACE

WEST VANCOUVER

BRITISH COLUMBIA

V7S 0A4

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

PAUL KING JIN, BUSINESSMAN

8100 Fairbrook Crescent

Richmond

BRITISH COLUMBIA

CANADA

V7C 1Z1

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$8,000,000.00

(b) Interest Rate:

15.00% per annum

(c) Interest Adjustment

Date:

Y

M

D

16

03

01

(d) Interest Calculation Period:

Monthly

(e) Payment Dates:

on the 1st day of each month

(f) First Payment

Date:

16

04

01

(g) Amount of each periodic payment:

\$100,000.00

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated half yearly not in advance is 15.477 % per annum.

(i) Last Payment

Date:

16

09

01

(j) Assignment of Rents which the applicant wants registered ?

YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Zachary Ng, Barrister and Solicitor, 4438 West 10th Avenue, Suite 913, Vancouver, British Columbia, Canada, V6R 4R8

(l) Balance Due

Date:

16

09

01

**MORTGAGE – PART 1**

1456110046 PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

\_\_\_\_\_  
 David Chen  
 Barrister & Solicitor  
 CNS Law Corporation  
 Suite 603, North Tower  
 5811 Cooney Rd.  
 Richmond, B.C. V6X 3M1  
 Tel: 604-273-7565

Execution Date

Y	M	D
16	02	24

Borrower(s) Signature(s)

\_\_\_\_\_  
 JIA GUI GAO  
 \_\_\_\_\_

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Status: Registered  
FORM\_E\_V22

Doc #: CA5031739

RCVD: 2016-03-08 RQST: 2019-03-15 12.00.28

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 3 PAGES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**006-191-231 LOT 10A BLOCK 56 DISTRICT LOT 526 PLAN 5782**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-277-953 LOT 8 DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN BCP45164**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

Status: Registered

Doc #: CA5986431

RCVD: 2017-05-10 RQST: 2019-03-15 12.45.54

FORM\_B\_V23

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

May-10-2017 15:28:27.001

CA5986431

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

David Kwok Wai  
Wong XHGJKW

Digitally signed by David Kwok Wai  
Wong XHGJKW  
DN: c=CA, cn=David Kwok Wai Wong  
XHGJKW, o=Lawyer, ou=Verify ID at  
www.juripert.com/LKUP.cfm?  
id=XHGJKW  
Date: 2017.05.10 15:26:02 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation

Barristers &amp; Solicitors

200-6061 No. 3 Road

Richmond

BC V6Y 2B2

Document Fees: \$71.58

File No.: 1705-04

Phone: 778-297-6560

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

029-651-841

STRATA LOT 392 DISTRICT LOT 311 GROUP 1 NEW WESTMINSTER

DISTRICT STRATA PLAN EPS3032

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

MENGFAN TAN, SUPERVISOR

3408 488 SW MARINE DRIVE

VANCOUVER

BRITISH COLUMBIA

V5X 0C6

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

XIAOQI WEI, BUSINESSPERSON

102-5131 Brighthouse Way

Richmond

BRITISH COLUMBIA

CANADA

V7C 0A6

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$300,000.00

(b) Interest Rate:

2 % per month

(c) Interest Adjustment

Date:

Y

M

D

17

05

10

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

10th day of each and every month

(f) First Payment

Date:

17

06

10

(g) Amount of each periodic payment:

\$6,000.00

(h) Interest Act (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

17

07

10

(j) Assignment of Rents which the  
applicant wants registered ?YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

17

07

10

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4873314 by CANADIAN IMPERIAL BANK OF COMMERCE.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

RONALD K.M. YIP

Barrister & Solicitor

208-8131 WESTMINSTER HWY.  
 RICHMOND, B.C.  
 CANADA V6X 1A7

Execution Date

Y	M	D
17	05	10

Borrower(s) Signature(s)

MENGFAN TAN

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**10. ADDITIONAL OR MODIFIED TERMS:**

10.1 In the event that the Borrower shall make any payment hereunder by cheque and any such cheque is returned to the Lender unpaid for any reason whatsoever including but not so as to limit the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the terms of the said cheque or if a payment is late or missed for any reason, the Lender shall be entitled to make a charge in the amount of \$200.00 as liquidated damages which charge shall be immediately due and payable. It is understood and agreed that the Lender shall be entitled to make a charge as aforesaid on each occasion that the Borrower's cheque is late or missed or returned unpaid. Such charge shall bear interest at the rate hereinbefore set out and shall form a charge upon the mortgage land until the same is fully paid and satisfied.

10.2 The Borrowers, not being in default hereunder, may on the due date of any instalment pay the whole of the principal amount hereby secured and outstanding upon payment to the Lender of all accrued interest to the date of such payment and an additional three months interest on the amount being paid at the Interest Rate.

10.3 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.4 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.5 Discharge of Mortgage - Fee set by Regulation pursuant to the Business Practice and Consumer Protection Act of B.C., Currently \$75.00 The Lender Shall have reasonable time after request by the Borrower to prepare the payout statement and attend to the execution of the discharge. The Borrower agrees to the pay to the Lender the fee noted above for this service.

10.6 Discharge of Mortgage - Legal Services Fee. The Borrower agrees to pay to the Lender the account of the solicitor for the Lender for services provided with respect to the receipt of payout funds, the preparation, execution, and delivery of the discharge of this mortgage and associated services.

END OF DOCUMENT

Status: Registered

Doc #: CA6334674

RCVD: 2017-09-28 RQST: 2019-03-15 12.45.54

FORM\_B\_V23

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Sep-28-2017 17:26:16.001

CA6334674

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Hong Guo  
Y9A63D

Digitally signed by Hong Guo Y9A63D  
DN: cn=CA, ou=Hong Guo Y9A63D, o=Lawyer, ou=Verify ID at  
www.justice.court.bc.ca/Y9A63D  
Date: 2017.09.28 17:19:24 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Guo Law Corporation

Barristers &amp; Solicitors

200-6061 No. 3 Road

Richmond

BC V6Y 2B2

Document Fees: \$71.58

File No.: 1705-04

Phone: 778-297-6560

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

029-651-841

STRATA LOT 392 DISTRICT LOT 311 GROUP 1 NEW WESTMINSTER

DISTRICT STRATA PLAN EPS3032

STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

MENGFAN TAN, SUPERVISOR

3408 488 SW MARINE DRIVE

VANCOUVER

BRITISH COLUMBIA

V5X 0C6

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

XIAOQI WEI, BUSINESSPERSON

102-5131 Brighthouse Way

Richmond

BRITISH COLUMBIA

CANADA

V7C 0A6

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$125,000.00

(b) Interest Rate:

4 % per month

(c) Interest Adjustment

Date:

Y	M	D
17	09	29

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

25th day of each month

(f) First Payment

Date:

17	10	29
----	----	----

(g) Amount of each periodic payment:

Interest only

(h) Interest Act (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date:

18	03	29
----	----	----

(j) Assignment of Rents which the  
applicant wants registered ?YES ☐ NO ☒

If YES, page and paragraph number:

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

18	03	29
----	----	----

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4873314 by CANADIAN IMPERIAL BANK OF COMMERCE,  
 Mortgage CA6333623 by BlueShore Financial Credit Union and  
 Assignment of Rents CA6333624 by BlueShore Financial Credit Union.

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

MARIE-LOUISE FAST

Barrister & Solicitor

5080-8171 ACKROYD RD.  
 RICHMOND, B.C. V6X 3K1  
 Phone: (604) 273-6424

Execution Date

Y	M	D
17	09	28

Borrower(s) Signature(s)

MENG FAN TAN

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Status: Registered  
FORM\_E\_V23

Doc #: CA6334674

RCVD: 2017-09-28 RQST: 2019-03-15 12.45.54

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

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10.2 PROVIDED FURTHER that in the event that the Borrowers herein sell, transfer or assign to, including by Agreement for Sale or in any way convey the land herein, or any portion thereof, all monies herein secured including any principal sum which remains outstanding at the date of sale, together with interest accrued to the date of sale, and any other charges hereunder shall become due and be paid, at the option of the Lender.

10.3 PROVIDED FURTHER that should default be made by the Borrowers in the observance or performance of any of the covenants, provisos, agreement or conditions contained in any mortgage, charge or other encumbrance to which this Mortgage is subject, then and in that event all of the monies secured by this Mortgage shall, at the option of the Lender, forthwith become due and payable, and all the rights, powers and remedies in and by this Mortgage conferred including the powers of sale contained in this Mortgage shall at the option of the Lender become exercisable as provided in this Mortgage.

10.4 Discharge of Mortgage - Fee set by Regulation pursuant to the Business Practice and Consumer Protection Act of B.C., Currently \$75.00 The Lender Shall have reasonable time after request by the Borrower to prepare the payout statement and attend to the execution of the discharge. The Borrower agrees to the pay to the Lender the fee noted above for this service.

10.5 Discharge of Mortgage - Legal Services Fee. The Borrower agrees to pay to the Lender the account of the solicitor for the Lender for services provided with respect to the receipt of payout funds, the preparation, execution, and delivery of the discharge of this mortgage and associated services.

END OF DOCUMENT



## BC Company Summary

For  
1116909 B.C. LTD.

**Date and Time of Search:** February 11, 2020 04:00 PM Pacific Time

**Currency Date:** December 18, 2019

### ACTIVE

**Incorporation Number:** BC1116909

**Name of Company:** 1116909 B.C. LTD.

**Recognition Date and Time:** Incorporated on April 28, 2017 04:24 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** April 28, 2018

**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

100-12851 NO. 5 RD.  
RICHMOND BC V7A 4E9  
CANADA

**Delivery Address:**

100-12851 NO. 5 RD.  
RICHMOND BC V7A 4E9  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

100-12851 NO. 5 RD.  
RICHMOND BC V7A 4E9  
CANADA

**Delivery Address:**

100-12851 NO. 5 RD.  
RICHMOND BC V7A 4E9  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

JIA, JESSE XIN

**Mailing Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

NO OFFICER INFORMATION FILED AS AT April 28, 2018.



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Change of Directors

FORM 10  
BUSINESS CORPORATIONS ACT  
Section 127

*Filed Date and Time:* April 26, 2019 10:09 AM Pacific Time

**Incorporation Number:**

BC1116909

**Name of Company:**

1116909 B.C. LTD.

**Date of Change of Directors**

April 26, 2019

**New Director(s)**

**Last Name, First Name, Middle Name:**

WANG, TIE JUN

**Mailing Address:**

102-6611 PEARSON WAY  
RICHMOND BC V7C 0C3  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Director(s) who have ceased to be Directors**

**Last Name, First Name, Middle Name:**

Wei, Xiaoqi

**Mailing Address:**

1180-4000 NO.3 RD  
RICHMOND BC V6X 0J8  
CANADA

**Delivery Address:**

1180-4000 NO.3 RD  
RICHMOND BC V6X 0J8  
CANADA

**Director(s) as at April 26, 2019**

**Last Name, First Name, Middle Name:**

WANG, TIE JUN

**Mailing Address:**

102-6611 PEARSON WAY  
RICHMOND BC V7C 0C3  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

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BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Change of Directors

FORM 10  
BUSINESS CORPORATIONS ACT  
Section 127

**Filed Date and Time:** August 23, 2019 03:42 PM Pacific Time

**Incorporation Number:**

BC1116909

**Name of Company:**

1116909 B.C. LTD.

**Date of Change of Directors**

August 23, 2019

**New Director(s)**

**Last Name, First Name, Middle Name:**

JIA, JESSE XIN

**Mailing Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Director(s) who have ceased to be Directors**

**Last Name, First Name, Middle Name:**

WANG, TIE JUN

**Mailing Address:**

102-6611 PEARSON WAY  
RICHMOND BC V7C 0C3  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Director(s) as at August 23, 2019**

**Last Name, First Name, Middle Name:**

JIA, JESSE XIN

**Mailing Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

**Delivery Address:**

100-12851 NO.5 RD  
RICHMOND BC V7A 4E9  
CANADA

---



## BC Company Summary

For  
1233543 B.C. LTD.

**Date and Time of Search:** May 21, 2020 11:43 AM Pacific Time  
**Currency Date:** February 28, 2020

### ACTIVE

<b>Incorporation Number:</b>	BC1233543	
<b>Name of Company:</b>	1233543 B.C. LTD.	
<b>Recognition Date and Time:</b>	Incorporated on December 12, 2019 12:44 PM Pacific Time	<b>In Liquidation:</b> No
<b>Last Annual Report Filed:</b>	Not Available	<b>Receiver:</b> No

### REGISTERED OFFICE INFORMATION

<b>Mailing Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA	<b>Delivery Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA
---	--

### RECORDS OFFICE INFORMATION

<b>Mailing Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA	<b>Delivery Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA
---	--

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Jia, Jesse Xin

<b>Mailing Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA	<b>Delivery Address:</b> 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA
---	--

NO OFFICER INFORMATION FILED .



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Change of Directors

FORM 10  
BUSINESS CORPORATIONS ACT  
Section 127

*Filed Date and Time:* **March 25, 2020 03:06 PM Pacific Time**

**Incorporation Number:**

BC1233543

**Name of Company:**

1233543 B.C. LTD.

**Date of Change of Directors**

March 25, 2020

**New Director(s)**

**Last Name, First Name, Middle Name:**

Jia, Jesse Xin

**Mailing Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Delivery Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Director(s) who have ceased to be Directors**

**Last Name, First Name, Middle Name:**

Fan, Shi Zhe

**Mailing Address:**

318-6411 GILBERT ROAD  
318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Delivery Address:**

318-6411 GILBERT ROAD  
318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Director(s) as at March 25, 2020**



**Last Name, First Name, Middle Name:**

Jia, Jesse Xin

**Mailing Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Delivery Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

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BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Articles

*BUSINESS CORPORATIONS ACT*

*This Notice of Articles was issued by the Registrar on: December 12, 2019 12:44 PM Pacific Time*

*Incorporation Number:* **BC1233543**

*Recognition Date and Time: Incorporated on December 12, 2019 12:44 PM Pacific Time*

### NOTICE OF ARTICLES

**Name of Company:**

1233543 B.C. LTD.

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Delivery Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA

**Delivery Address:**

318-6411 GILBERT ROAD  
RICHMOND BC V7C 3V8  
CANADA



**DIRECTOR INFORMATION**

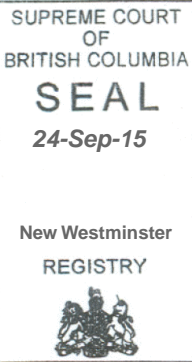
**Last Name, First Name, Middle Name:**  
Fan, Shi Zhe

<b>Mailing Address:</b> 318-6411 GILBERT ROAD 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA	<b>Delivery Address:</b> 318-6411 GILBERT ROAD 318-6411 GILBERT ROAD RICHMOND BC V7C 3V8 CANADA
--	---



**AUTHORIZED SHARE STRUCTURE**

1.	No Maximum	A Shares	Without Par Value	Without Special Rights or Restrictions attached
-----				
2.	No Maximum	B Shares	Without Par Value	With Special Rights or Restrictions attached
-----				



Court File No. **NEW-S-S-174046**

NO.  
NEW WESTMINSTER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

VENETIAN MACAU LIMITED

PLAINTIFF

AND:

DAQING WANG also known as WANG DAQING  
also known as DA QING WANG also known as QING DA WANG  
also known as WANG DA QING also known as WANG QING DA

DEFENDANT

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

## **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## **CLAIM OF THE PLAINTIFF**

### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff is a company duly incorporated under the laws of Macau. For the purposes of this action, the Plaintiff has an address for service at 1450 – 13401 108<sup>th</sup> Avenue, Surrey, British Columbia.
2. The Defendant is an individual with an address at 13464 Vine Maple Drive, Surrey, British Columbia.
3. The Plaintiff operates a hotel and casino in Macau, and holds a license to offer legalized gambling in Macau in accordance with the laws of Macau.
4. The Plaintiff and the Defendant are parties to an agreement, pursuant to which the Plaintiff granted HKD \$10,000,000 in credit to the Defendant on March 26, 2015 (the "Credit Agreement").

5. Pursuant to the Credit Agreement, the Plaintiff agreed to advance credit to the Defendant by way of a credit line, the material terms of which are:
  - (a) The Defendant could draw on the credit line by signing a marker, in the form of a negotiable instrument, for the amount of casino chips borrowed by the Defendant on each occasion;
  - (b) The balance outstanding on the credit line was payable by the Defendant fifteen (15) days from the date on which he executed the negotiable instrument;
  - (c) The Defendant would pay the Plaintiff interest on any outstanding amount on the credit line at a rate of 18% per annum beginning from fifteen (15) days from the date on which the Defendant executed the negotiable instrument, until that credit instrument was repaid in full, including interest; and
  - (d) The Defendant would pay all costs of collection incurred by the Plaintiff in collecting any amount owed to the Plaintiff by the Defendant pursuant to the Credit Agreement, including reasonable lawyer's fees and court costs.
6. On May 8, 2015, the Defendant borrowed casino chips worth the sum of HKD10,000,000 from the Plaintiff pursuant to the Credit Agreement. On that same day, the Defendant executed a marker payable to the Plaintiff in the total amount of HKD10,000,000 in respect of those borrowings.
7. Under the Plaintiff's Player Program Agreement, the Plaintiff would allow a patron commission based on the amount of the patron's non-negotiable chip rolling turnover. Based on the Defendant's non-negotiable chip rolling turnover, the Defendant earned a commission of HKD22,420. The said commission has been included herein and has been applied by the Plaintiff against the amount owing by the Defendant under the Credit Agreement.

8. The total outstanding amount due and owing to the Plaintiff from the Defendant, after application of the commission, is HKD9,977,580, not including interest and costs (the "Debt"), and is reflected in a replacement marker dated May 8, 2015 for HKD9,977,580.
9. Pursuant to Clause 8 of the Credit Agreement, the Defendant is to pay to the Plaintiff the amount of the casino chips transferred to him under the Credit Agreement on the maturity date, which is stipulated to be fifteen (15) days from the date on which the Defendant executed the negotiable instruments.
10. The Plaintiff has demanded repayment of the Debt. Despite such demand, and in breach of the Credit Agreement, the Defendant has failed, refused or neglected to make any payments to the Plaintiff on account of the Debt.
11. As such, the Defendant remains indebted to the Plaintiff pursuant to the Credit Agreement for the entire amount of the Debt, plus interest and costs.

## **Part 2: RELIEF SOUGHT**

12. Judgment in favour of the Plaintiff for that amount of Canadian currency that is necessary to purchase HKD \$9,977,580 at a chartered bank in British Columbia at the date of judgment or, alternatively, on the last day before the day on which payment of the judgment is made;
13. Interest on the Debt from May 24, 2015 (being, 15 days from May 8, 2015) at the rate of 18% per annum pursuant to the Credit Agreement, or alternatively, interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79, the *Foreign Money Claims Act*, R.S.B.C. 1996, c. 155 and the *Foreign Money Claims Regulation*, B.C. Reg. 165/96;
14. General and special damages;
15. Special costs in accordance with the Credit Agreement, or alternatively, ordinary costs; and

16. Such further and other relief as this Honourable Court deems just.

**Part 3: LEGAL BASIS**

17. The Credit Agreement is a binding contract between the Plaintiff and the Defendant.

18. The Defendant is in breach of the Credit Agreement and is liable in debt to the Plaintiff pursuant to the Credit Agreement.

19. The Plaintiff is entitled to interest pursuant to the Credit Agreement, or, in the alternative, pursuant to the Court the *Court Order Interest Act*, R.S.B.C. 1996, c. 79, the *Foreign Money Claims Act*, R.S.B.C. 1996, c. 155 and the *Foreign Money Claims Regulation*, B.C. Reg. 165/96.

20. The Credit Agreement gives the Plaintiff a contractual entitlement to special costs of this proceeding to collecting the Debt.

Plaintiff's address for service: c/o Hamilton Duncan Armstrong + Stewart  
1450 – 13401 108<sup>th</sup> Avenue  
Surrey, BC V3T 5T3  
Attention: Greg T. Palm

Fax number address for service (if any): 604-581-5947

E-mail address for service (if any): gtp@hdas.com

Place of trial: New Westminster, British Columbia

The address of the registry is: Supreme Court of British Columbia  
Begbie Square, 651 Carnarvon Street  
New Westminster, BC V6Z 2E1

Date: 23-Sep-2015



---

Signature of agent for lawyer for the Plaintiff  
(Greg T. Palm, agent for Scott R. Venton)



## **APPENDIX**

*[The following information is provided for data collection purposes only and is of no legal effect.]*

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Claim for debt due and owing to the Plaintiff by the Defendant pursuant to a Credit Agreement.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☒ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate

### **Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

### **Part 4: ENACTMENTS**

*Court Order Interest Act*, R.S.B.C. 1996, c. 79

*Foreign Money Claims Act*, R.S.B.C. 1996, c. 155

*Foreign Money Claims Regulation*, B.C. Reg. 165/96

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Dec-19-2018 16:21:29.001

CA7262007 CA7262008

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Timothy Chi-  
Kwan Wan  
E2LHCT

Digitally signed by Timothy  
Chi-Kwan Wan E2LHCT  
Date: 2018.12.18 15:52:16  
-08'00'

## 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Timothy Wan, Barrister and Solicitor

Remedios and Company

1010-1030 West Georgia Street

Vancouver

BC V6E 2Y3

LTO Client: #11266

Tel: 604-688-9337

File No: 10482/001

Document Fees: \$143.16

Deduct LTSA Fees? Yes ☒

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

008-399-565

LOT 9 BLOCK 668 DISTRICT LOT 526 PLAN 6011

STC? YES ☐

## 3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

FANG YANG, HOUSEWIFE

4289 MARGUERITE STREET

VANCOUVER

BRITISH COLUMBIA

V6J 4G2

CANADA

## 4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

1116909 B.C. LTD

12851 No. 5 Road

RICHMOND

BRITISH COLUMBIA

Incorporation No

CANADA

V7A 4E9

BC 1116909

## 5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$3,000,000

(b) Interest Rate:

6.00%

(c) Interest Adjustment

Date:

Y

M

D

18

12

19

(d) Interest Calculation Period:

Monthly

(e) Payment Dates:

the 19th of every month

(f) First Payment

Date:

19

01

19

(g) Amount of each periodic payment:

\$15,000.00

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated  
half yearly not in advance  
is n/a % per annum.

(i) Last Payment

Date:

19

12

19

(j) Assignment of Rents which the  
applicant wants registered ?YES ☒ NO ☐

If YES, page and paragraph number:

See Form E, Page 11,  
Paragraph 16

(k) Place of payment:

Post Address in Item 4

(l) Balance Due

Date:

19

12

19

**MORTGAGE – PART 1**

PAGE 2 OF 6 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Freehold ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage with the Bank of Montreal - Registration Number - CA3816095

Mortgage with Pacifica Mortgage Investment Corporation - Registration Number - CA5428862

Assignment of Rents - Registration Number -CA5428863

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

\_\_\_\_\_  
 JESSICA PUI KA CHEUNG  
 Barrister, Solicitor & Notary Public  
 #110, 4400 Hazelbridge Way  
 Richmond, BC, Canada, V6X 3R8  
 Tel: (604) 273-6308  
 Fax: (604) 273-6393

Execution Date

Y	M	D
18	12	18

Borrower(s) Signature(s)

\_\_\_\_\_  
 FANG YANG

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 3 of 6 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Yvonne Y. Hsu  
Barrister & Solicitor  
217-2630 Croydon Drive  
Surrey, B.C. V3Z 6T3  
Tel: (604) 600-3328  
Fax: (604) 628-3862

\_\_\_\_\_

\_\_\_\_\_

Y	M	D
18	12	18

\_\_\_\_\_  
JIANWEI LIANG as Guarantor

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 4 OF 6 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. PAYMENT PROVISIONS:**

(j) Assignment of Rents which the applicant wants registered:

(i) The Mortgagor assigns to the Mortgagee as additional security for payment of the Indebtedness (i) all leases heretofore or hereafter granted by the Mortgagor (or any predecessor in title) of all or any part of the Land and (ii) any rents payable from time to time under such leases and the benefit of the terms and conditions contained herein and of the reversion thereunder. The Mortgagor shall on request from time to time, execute a formal assignment of any of the foregoing in a form acceptable to the Mortgagee and, if requested by the Mortgagee, suitable for registration. The Mortgagor agrees to give the Mortgagee executed copies of all such leases promptly after their execution and to perform all of the Mortgagor's obligations thereunder. No such assignment or any act of the Mortgagee pursuant thereto shall operate to delay, hinder or prejudice any of the Mortgagee's right or remedies under the Mortgage. The Mortgagor shall also, from time to time, execute and deliver to the Mortgagee such notices to lessees or other and such other documents as the Mortgagee may request for the purpose of protecting or enforcing its rights in respect of such assignments.

(ii) The Mortgagee shall not be responsible for the collection of any rents assigned to it or the performance of the terms and conditions of any lease referred to in this Schedule. The Mortgagee shall be responsible to account only for rents actually received, less reasonable collection charges, and may apply such rents to the repayment of the Indebtedness, whether or not due. The Mortgagee shall not by reason of any such collection or any assignment referred to in this Schedule be deemed a mortgagee in possession.

(iii) Notwithstanding this Schedule, no lease of all or any part of the Land shall be made by the Borrower without the written consent of the Lender. Notwithstanding any such consent, no such lease shall have priority over this Mortgage unless the Lender expressly agrees to such priority in writing. For the purposes of the Mortgage, every action or omission by the lessee under any lease of all or any part of the Land shall be conclusively deemed to be the action or omission of the Borrower.

**10. ADDITIONAL OR MODIFIED TERMS:****a) PREPAYMENT**

(i) After the first three (3) months from the date of advancement (the "Closed Term"), the Mortgagor, when not in default, may pay the whole or any part of the Principal Amount hereby secured and then outstanding with thirty (30) day's notice upon payment of all interest accrued to the date of such prepayment. If the borrower fails to provide thirty (30) day's notice to the lender prior to prepayment, then the borrower shall pay an interest equal to one month's interest in lieu of the notice.

(ii) The Mortgagor may pay the whole or any part of the Principal Amount during the Closed Term, if and only if the Mortgagor provides written notice to the Mortgagee and pays an interest payment to the Mortgagee equal to the proportion of the interest payable to the Mortgagee for remainder of the Closed Term

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 5 OF 6 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

iii) If only a partial prepayment of the Principal Amount outstanding is made, the remaining Payment Dates shall thereupon be accelerated so that the Mortgagor shall continue to pay on each and every Payment Date, commencing with the Payment Date immediately following the Payment Date on which such partial prepayment was made, the periodic payments specified in Item 5(g) on Page 1 herein until the Principal Amount, interest and any other monies owing hereunder are fully paid as set out in this Mortgage.

**b) RENEWAL**

(i) The borrower shall have concluded arrangements to either repay or renew this mortgage loan thirty (30) days prior to the Balance Due Date specified in Item 5(l) on page 1 herein.

(ii) If no renewal arrangement is made or if this mortgage loan is not fully repaid by December 19, 2019, the Expected Repayment Date, then the interest on the outstanding balance from the Expected Repayment Date onwards will be 20% per annum.

**c) NSF PROVISIONS**

(i) The borrower agrees that in addition to the sum due for the principal and interest hereunder, he shall pay to the lender the sum of two hundred and fifty dollars (\$250.00) as liquidated damages and not as a penalty for each of the borrower's post-dated cheques which are returned to the lender as non-negotiable after being presented for payment or for each late payment. Such sum shall be a charge upon the mortgaged lands and bear interest at the Interest Rate set out herein.

**d) EVENTS OF DEFAULT**

In addition to the Prescribed Standard Mortgage Terms the following additional events shall constitute a default under this Mortgage, namely if:

(i) a receiver, receiver and manager or receiver manager of all or any part of the land is appointed;

(ii) any representation or warranty, whether or not contained herein, made by or on behalf of the Mortgagor to the Mortgagee is untrue;

(iii) without the prior written consent of the Mortgagee, the Mortgagor creates or permits to exist any mortgage, lien or charge on, or claim against the land which ranks or could in any event rank in priority to or pari passu with the charge created by this Mortgage;

(iv) the holder of any other mortgage, lien or charge on, or any claim against, the land does anything to enforce or realize on such mortgage, lien, charge or claim;

(v) the Mortgagor is an individual, the Mortgagor dies or is declared incompetent to manage his or her own affairs;

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 6 OF 6 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

(vi) there is default by any person or persons in the performance or observance of any provision or covenant under any other security or guarantee for the repayment of the monies hereby secured, or any covenantor of the monies hereby secured makes an assignment for the benefit of its creditors or is declared bankrupt or makes a proposal or otherwise takes advantage of the provision for relief under the Bankruptcy Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment or a receiver is appointed under the Bankruptcy Act or a receiver or receiver-manager of all or any part of the property of such covenantor or guarantor is appointed or if any such covenantor or guarantor should give notice under any right which may be contained in such security or guarantee to limit the continuing obligations of the covenantor or guarantor, or if such covenantor or guarantor is a corporation, an order is made or an effective resolution is passed for winding up the covenantor or guarantor or the covenantor or guarantor enters into an amalgamation, merger or other similar arrangement with any other person, without the prior written consent of the Mortgagee or the covenantor or guarantor ceases, or threatens to cease, to carry on its business, or, if the covenantor or guarantor is an individual, the covenantor or guarantor dies or is declared incompetent to manage his or her own affairs.

**f) POST- JUDGMENT**

(i) If the Mortgagee obtains a judgment against the Mortgagor for failure to comply with any of the Mortgagor's covenants or obligations under this Mortgage, such judgment will not result in a merger of the terms of the judgment with the Mortgagee's other remedies or rights to enforce the other obligations of the Mortgagor under this Mortgage according to the terms hereof. The Mortgagee shall continue to be entitled to receive interest at the interest rate and any such judgment shall provide that interest thereon shall be computed at the interest rate until such judgment has been fully paid.

**g) SEVERANCE**

(i) If at any time any provision of this Mortgage in whole or in part is declared or held illegal, invalid or unenforceable under, or inconsistent with any applicable law or would by reason of any such law render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid, unenforceable or inconsistent or would so render the Mortgagee unable to collect any such loss, and this Mortgage will continue in full force and effect and be construed as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision.

**END OF DOCUMENT**



## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Jan-23-2020 17:41:07.001

CA7997305 CA7997306

## MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Junzhong Cao  
SPVVMG

Digitally signed by  
Junzhong Cao SPVVMG  
Date: 2020.01.23  
17:38:11 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

The Cao Law Corporation

Barristers &amp; Solicitors

690-999 West Broadway

VANCOUVER

BC V5Z 1K5

Phone: (604) 558-0688

File Ref. No: 20012

Document Fees: \$148.32

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

029-041-996

LOT 2 SECTION 18 TOWNSHIP 40 NEW WESTMINSTER DISTRICT PLAN  
EPP27903STC? YES ☐

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

MENGHUA CAO, BUSINESS OWNER

3383 DEVONSHIRE AVE.

COQUITLAM

BRITISH COLUMBIA

V3E 0J8

CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

1233543 B.C. LTD.

318-6411 GILBERT ROAD

RICHMOND

BRITISH COLUMBIA

CANADA

V7C 3V8

Incorporation No

BC1233543

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$400,000.00

(b) Interest Rate:

24% per annum

(c) Interest Adjustment

Date:

Y

M

D

20

01

23

(d) Interest Calculation Period:

monthly, not in advance

(e) Payment Dates:

see schedule

(f) First Payment

Date: N/A

(g) Amount of each periodic payment:

Interest only

(h) *Interest Act* (Canada) Statement.The equivalent rate of interest calculated  
half yearly not in advance  
is N/A % per annum.

(i) Last Payment

Date: N/A

(j) Assignment of Rents which the  
applicant wants registered ?YES ☒ NO ☐

If YES, page and paragraph number:

see schedule

(k) Place of payment:

Postal Address In Item 4

(l) Balance Due

Date:

21

01

23

**MORTGAGE – PART 1**

PAGE 2 OF 3 PAGES

6. MORTGAGE contains floating charge on land ?  
 YES ☐ NO ☒

7. MORTGAGE secures a current or running account ?  
 YES ☐ NO ☒

8. INTEREST MORTGAGED:

Fee Simple ☒

Other (specify) ☐

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms ☒

(b) Filed Standard Mortgage Terms ☐

(c) Express Mortgage Terms ☐

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

JERRY LIU

Barrister & Solicitor

FOUNDATION LAW CORPORATION  
 204-5740 CAMBIE STREET  
 VANCOUVER, B.C. V5Z 3A6  
 TEL:604-235-4106 FAX:604-235-4105

Execution Date

Y	M	D
20	01	23

Borrower(s) Signature(s)

MENGHUA CAO by Attorney  
 FEIYUE WANG, See Registered  
 Charge No. CA7994429

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 3 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. PAYMENT PROVISIONS:****(e) Payment Dates:**

Unless otherwise required by the Lender, the Borrower will make six months' interest payment to the Lender on completion date in favour of the Lender before the loan proceeds are released.

**(j) Assignment of Rents which the applicant wants registered:**

(1) The Mortgagor assigns to the Mortgagee as additional security for payment of the Indebtedness (i) all leases heretofore or hereafter granted by the Mortgagor (or any predecessor in title) of all or any part of the Land and (ii) any rents payable from time to time under such leases and the benefit of the terms and conditions contained herein and of the reversion thereunder. The Mortgagor shall on request from time to time, execute a formal assignment of any of the foregoing in a form acceptable to the Mortgagee and, if requested by the Mortgagee, suitable for registration. The Mortgagor agrees to give the Mortgagee executed copies of all such leases promptly after their execution and to perform all of the Mortgagor's obligations thereunder. No such assignment or any act of the Mortgagee pursuant thereto shall operate to delay, hinder or prejudice any of the Mortgagee's right or remedies under the Mortgage. The Mortgagor shall also, from time to time, execute and deliver to the Mortgagee such notices to lessees or other and such other documents as the Mortgagee may request for the purpose of protecting or enforcing its rights in respect of such assignments.

(2) The Mortgagee shall not be responsible for the collection of any rents assigned to it or the performance of the terms and conditions of any lease referred to in this Schedule. The Mortgagee shall be responsible to account only for rents actually received, less reasonable collection charges, and may apply such rents to the repayment of the Indebtedness, whether or not due. The Mortgagee shall not by reason of any such collection or any assignment referred to in this Schedule be deemed a mortgagee in possession.

(3) Notwithstanding this Schedule, no lease of all or any part of the Land shall be made by the Borrower without the written consent of the Lender. Notwithstanding any such consent, no such lease shall have priority over this Mortgage unless the Lender expressly agrees to such priority in writing. For the purposes of the Mortgage, every action or omission by the lessee under any lease of all or any part of the Land shall be conclusively deemed to be the action or omission of the Borrower.

**10. ADDITIONAL OR MODIFIED TERMS:****a) PREPAYMENT**

After three (6) months of loan advancement, the Borrower may pay off the entire obligations at any time upon providing the Lender with ten (10) days written notice. No partial prepayment is allowed without written consent of the Lender.

END OF DOCUMENT