

COURT FILE NUMBER 2101-00811

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS CANTECH OILFIELD EQUIPMENT LTD.,  
CELINA CAI XING LUO, HUI YANG XU,  
CHRISTINE YIN HUI, FANG YANG,  
KING CHI HUNG, CHUNG YIN SIU, BAO  
JING MA, SING LIM YEO, YEE KEN YEO,  
HON HING CHOI CHAN, JOY LING  
CHAN, QIN LU, DAOJING FINANCIAL  
CONSULTING LTD., MAGGIE TING  
TING HON, ROYAL GREENLAND  
COMMUNITY LTD., KA FAI PUI, NYUK  
JIN HUI, KAI WAH HUI, and BENJAMIN  
JOSHUA HUI

DEFENDANTS ROXDALE GARDENS LTD., ROHIT  
SETHI also known as ROY SETHI, ROHIT  
SETHI by and through his trustee MELANIE  
J. LEIGH, YUVRAJ VERMA, YUVRAJ  
VERMA by and through his trustee  
MELANIE J. LEIGH, VIKAS KWATRA by  
and through his trustee MELANIE J. LEIGH,  
and VIKAS KWATRA by and through his  
trustee MELANIE J. LEIGH

DOCUMENT **STATEMENT OF CLAIM**



ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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File Number: 325601.00001

## **NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

### **Overview**

1. In this Action, the Plaintiffs seek relief from oppression due to their status as preferred shareholders in the Defendant, Roxdale Gardens Ltd. (“**Roxdale**”). The individual Defendants, who were former directors of Roxdale, have each declared personal bankruptcy, leaving Roxdale a rudderless ship. The Plaintiffs seek to have a receiver manager appointed over Roxdale on both an interim and final basis to realize on mortgage security held by Roxdale over lands owned by a related corporation, with a view to obtaining the value of their investments, and other relief.
2. The Plaintiffs also seek other relief related to making them whole due to the oppression that has occurred as a result of the actions of the Defendants, or any of them.

### **The Parties**

3. The Plaintiff, Cantech Oilfield Equipment Ltd. (“**Cantech**”), is a corporation incorporated pursuant to the laws of Alberta and carrying on business in Alberta. Cantech is a preferred shareholder of Roxdale, holding 25 Class D preferred shares with a face value of \$250,000.00, which was paid to Roxdale. The sole director and shareholder of Cantech is Guoqiang (George) Hu (“**George Hu**”).
4. The Plaintiff, Celina Cai Xing Luo, is an individual residing in Richmond, British Columbia and is a preferred shareholder of Roxdale holding 13 Class D preferred shares with a face value of \$130,000.00, which was paid to Roxdale.
5. The Plaintiff, Hui Yang Xu, is an individual residing in Richmond, British Columbia and is a preferred shareholder of Roxdale holding 13 Class D preferred shares with a face value of \$130,000.00, which was paid to Roxdale.

6. The Plaintiff, Christine Yin Hui, is an individual residing in Vancouver, British Columbia and is a preferred shareholder of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
7. The Plaintiff, Fang Yang, is an individual residing in Vancouver, British Columbia and is a preferred shareholder of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
8. The Plaintiff, King Chi Hung, is an individual residing in Richmond, British Columbia and is the beneficial owner of 12 Class C preferred shares of Roxdale valued at \$120,000.00, which was paid to Roxdale.
9. The Plaintiff, Chung Yin Siu, is an individual residing in Burnaby, British Columbia and is the beneficial owner of 4 Class C preferred shares of Roxdale valued at \$40,000.00. Further, Chung Yin Siu is a preferred shareholder of Roxdale holding 17 Class D preferred shares valued at \$170,000.00, which was paid to Roxdale.
10. The Plaintiff, Bao Jing Ma, is an individual residing in Burnaby, British Columbia and is the beneficial owner of 4 Class C preferred shares of Roxdale valued at \$40,000.00, which was paid to Roxdale.
11. The Plaintiffs, Sing Lim Yeo and Yee Ken Yeo, are individuals residing in Vancouver, British Columbia and are preferred shareholders of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
12. The Plaintiffs, Hon Hing Choi Chan and Joy Ling Chan, are individuals residing in Vancouver, British Columbia and are preferred shareholders of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
13. The Plaintiff, Qin Lu, is an individual residing in Burnaby, British Columbia and is a preferred shareholder of Roxdale holding 12 Class C preferred shares valued at \$120,000.00. In the alternative, Qin Lu is the beneficial owner of 12 Class C preferred shares of Roxdale valued at \$120,000.00, which was paid to Roxdale.

14. The Plaintiff, Daojing Financial Consulting Ltd., is a British Columbia corporation and is a preferred shareholder of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
15. The Plaintiff, Maggie Ting Ting Hon, is an individual residing in Richmond, British Columbia and is the beneficial owner of 13 Class C preferred shares of Roxdale valued at \$130,000.00. Further, Maggie Ting Ting Hon is a preferred shareholder of Roxdale holding 14 Class D preferred shares valued at \$140,000.00, which was paid to Roxdale.
16. The Plaintiff, Royal Greenland Community Ltd., is a British Columbia corporation and is a preferred shareholder of Roxdale holding 12 Class D preferred shares valued at \$120,000.00, which was paid to Roxdale.
17. The Plaintiff, Ka Fai Pui, is an individual residing in Surrey, British Columbia and is a preferred shareholder of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
18. The Plaintiffs, Nyuk Jin Hui and Kai Wah Hui, are individuals residing in Coquitlam, British Columbia and are preferred shareholders of Roxdale holding 25 Class D preferred shares valued at \$250,000.00, which was paid to Roxdale.
19. Nyuk Jin Hui holds an additional 25 Class D preferred shares of Roxdale valued at \$250,000.00 with the Plaintiff, Benjamin Joshua Hui, who is an individual residing in Coquitlam, British Columbia, which was paid to Roxdale.
20. The Plaintiffs together are referred to as the “**Preferred Shareholders**”. None of the Preferred Shareholders have any voting rights.
21. The Defendant, Roxdale, is a corporation incorporated pursuant to the laws of Alberta. Roxdale, sold the preferred shares to the Preferred Shareholders and other investors in relation to a residential real estate development scheme.
22. Roxdale’s primary asset is a mortgage dated July 9, 2020, which it granted to a related corporation, Cancom Roxdale Inc. (“**Cancom**”), in the amount of \$10 Million (the “**Mortgage**”). Insofar as is known to the Plaintiffs, their investment in Roxdale was to

fund the proceeds of the Mortgage, which was to be used by Cancom to develop, build and sell a homes in a residential neighborhood in Leduc County, Alberta.

23. The residential neighbourhood development was proposed to be a luxury master-planned community in Leduc County, Alberta colloquially referred to as the Roxdale Gardens Project (the “**Project**”).
24. Cancom Roxdale Inc. (“**Cancom**”), not a party to this Action, is an Alberta Corporation which is the owner of two adjacent parcels of land located in Leduc County, Alberta and legally described as:

PLAN 1821856

BLOCK 1

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 6.76 HECTARES (16.7 ACRES) MORE OR LESS

And

PLAN 1821856

BLOCK 1

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.79 HECTARES (6.89 ACRES) MORE OR LESS

(Collectively referred to as the “**Lands**”)

25. The Mortgage was registered against the Lands and the Project was located on the Lands.
26. The Defendant, Rohit Sethi also known as Roy Sethi (“**Sethi**”), at all material times was a director of Roxdale and a holds or held a 33.33% of the Class A common shares of

Roxdale. In addition, Sethi was at all material times a director of Cancom and holds or held 33.33% of the Class A common shares of Cancom.

27. The Defendant, Yuvraj Verma (“**Verma**”), at all material times was a director of Roxdale and a holds or held 33.33% of the Class A common shares of Roxdale. In addition, Verma at all materials times was a director of Cancom and holds or held 33.33% of the Class A common shares of Cancom.
28. The Defendant, Vikas Kwatra (“**Kwatra**”), at all material times was a director of Roxdale and a holds or held 33.34% of the Class A common shares of Cancom. In addition, Kwatra was also at all material times a director of Cancom and holds or held 33.34% of the Class A common shares of Cancom.
29. Sethi, Verma and Kwatra (hereinafter the “**Former Directors**”) each purchased 100 Class A common shares of Roxdale for \$100.00, respectively. The shares held by the Former Directors have all the voting rights over Roxdale.
30. On or about February 18, 2021, the Former Directors filed for bankruptcy. Their trustee in bankruptcy is Melanie J. Leigh (the “**Trustee**”).
31. The Former Directors were the only directors and only voting shareholders of Roxdale and Cancom. In light of the Former Directors’ personal bankruptcy, the Class A voting shares are now held by the Trustee.
32. As a result of the Former Directors filing for personal bankruptcy, Roxdale and Cancom no longer have any directors, as by operation of law bankrupt individuals cease to be directors of corporations and cannot maintain that status.
33. The Former Directors abandoned their positions as directors and ceased operations of Roxdale without any notice to the Preferred Shareholders.
34. In addition, the Former Directors were the controlling minds behind several other corporations which appear to have been affiliated with or otherwise related to the residential real estate development project that the Preferred Shareholders invested money in respect of (the “**Related Corporations**”). The Related Corporations were

involved in various apparent non-arms length dealings and joint ventures related to the residential real estate development scheme prior to the apparent collapse of the scheme and the abrupt cessation of Roxdale's business operations.

35. Prior to ceasing operations, the Former Directors failed to keep the Preferred Shareholders apprised of any information related to the business operations of Roxdale. The Preferred Shareholders never received an accounting of their investment or financial information of any kind.
36. As Roxdale has no directors, and the Preferred Shareholders do not have the right to appoint new directors under the *Alberta Business Corporations Act*, RSA 2000, c B-9 (the "**Act**"), the Preferred Shareholders have no means to access any documents related to Roxdale, nor can Roxdale conduct business of any kind.
37. The Trustee, insofar as the Plaintiffs are aware, has taken the position that she will not be conducting any business on behalf of Roxdale as holder of the Class A voting shares owned by the Former Directors.

#### The Plaintiffs' Investments in the Roxdale Gardens Project

38. In an effort to raise funds for the Project, Roxdale and the Former Directors proposed a sale of preferred shares.
39. The Project was presented by Roxdale and the Former Directors to prospective investors, including the Preferred Shareholders, as a lucrative residential real estate investment opportunity.
40. The Preferred Shareholders were shown a presentation at various times and dates to entice them into investing in the Project by purchasing preferred shares of Roxdale. The presentation materials (the "**Promotional Materials**") originally advised that a minimum investment of \$250,000.00 was required (which requirement was later removed) and only 40 spots were available for investors.
41. Further, the Promotional Materials specified that the Lands were valued at between \$7,000,000.00 and \$7,250,000.00 and that the investment by preferred shareholders

would be secured by a “caveat” against the Lands, which was later formalized through the Mortgage.

42. Roxdale and the Former Directors offered two investment options for preferred shareholders in the Promotional Materials:
  - (a) Option 1 provided a 15% dividend per annum with the initial investment being returned at the end of three years; or,
  - (b) Option 2 provided 15% dividend per annum with an option to buy a lot in the Project at a reduced purchase price.
43. However, as prospective investors were predominately interested in only option 1, Roxdale and the Former Directors amended the investment options and offered three classes of preferred shares, Class C, Class D, and Class E. The only difference between the classes of shares was the entitlement to dividends:
  - (a) Class C preferred shares were expected to receive dividends of half of the net profits received by the Corporation from the Development, being comprised of the revenue generated from the Development, less any applicable administrative, operating and tax expenses incurred in connection with operating the Development (including, without limitation, all income and property taxes, management fees, accounting costs, legal fees, etc.) (collectively, the “**Net Profits**”);
  - (b) Class D preferred shares were expected to receive dividends of 15% per annum; and,
  - (c) Class E preferred shares were expected to receive dividends of 8% per annum and one quarter (1/4) of the Net Profits.
44. All of the Preferred Shareholders hold Class C preferred shares, Class D preferred shares or a combination of Class C and Class D preferred shares.



45. Roxdale sold the preferred shares to the Preferred Shareholders as part of a larger issuance and intended to sell up to 1,000 preferred shares for gross proceeds up to \$10 Million. Ultimately, Roxdale sold 794 preferred shares for a gross total of \$7.94 Million. The proceeds of the sale of preferred shares, including the funds provided by the Preferred Shareholders was to be advanced to Cancom through the Mortgage.
46. The Preferred Shareholders were induced into purchasing preferred shares of Roxdale pursuant to the express or implied representations of Roxdale and the Former Directors, in the Promotional Materials and otherwise, that:
  - (a) The Preferred Shareholders would be paid dividends for the applicable class of shares;
  - (b) A percentage of the funds invested by the Preferred Shareholders would be sequestered in a trust account with counsel for the corporation (the “**Escrow Funds**”);
  - (c) The Escrow Funds would be solely used to pay dividends to the Preferred Shareholders;
  - (d) The Preferred Shareholders’ investment would be returned after three years;
  - (e) The Preferred Shareholders investment would be used to develop the Lands;
  - (f) The Preferred Shareholders’ investment would be sufficient to develop the Lands; and,
  - (g) The Preferred Shareholders’ investment would be collateralized by a “caveat” registered against the Lands (which was ultimately done through the Mortgage).
47. The Project was set to break ground in 2021; however, as far as the Preferred Shareholders are aware, construction of the Project never commenced.
48. Upon subscribing for shares of Roxdale, each Preferred Shareholder executed the terms and conditions of subscription for Class C and Class D preferred shares, respectively. The terms and conditions for Class C and Class D Preferred Shares of Roxdale (the

“**Subscription Agreements**”) were substantially similar in all material ways and included that:

- (a) Class C Preferred Shares and Class D Preferred Shares would carry no voting rights;
  - (b) An amount equal to the total expected dividends to be paid to preferred shareholders would be held in an escrow account with counsel for Roxdale and be used solely towards paying dividends on the preferred shares;
  - (c) Roxdale would use funds raised through the sale of preferred shares for any purpose deemed to be in the interest of Roxdale at the sole discretion of the Former Directors, including, without limitation, developing the Lands; and,
  - (d) All preferred shares shall be redeemed on or about August 1, 2022.
49. Each Subscription Agreement also included an addendum which specified that Roxdale would enable a “caveat” against the Lands pursuant to the beneficial interest of the preferred shareholders of Roxdale (the “**Caveat Addendum**”).
50. The Plaintiffs, King Chi Hung and Qin Lu, who are Class C preferred shareholders, were provided further addendums to their Subscription Agreements which provided that they would be guaranteed dividends in the amount of \$18,000.00 per year for three (3) years (“**Dividend Guarantee Addendum**”).
51. On August 4, 2020, Roxdale registered the Mortgage against the title to the Lands on behalf of the Preferred Shareholders and other shareholders who purchased preferred shares of Roxdale.
52. The Mortgage was registered specifically to collateralize the Preferred Shareholders’ investment in accordance with the Caveat Addendum.
53. While the Lands were only valued at \$7,250,000.00 on February 2, 2019, the Mortgage granted to Cancom by Roxdale was for \$10,000,000.00. The Plaintiffs understand that \$7.5 Million was advanced to Cancom by Roxdale and secured by the Mortgage.

54. The Mortgage dated July 9, 2020, provided, among other terms, that:
- (a) Interest would be charged at a rate of fifteen percent (15%) per annum, calculated yearly;
  - (b) Interest only payments would be due and payable in equal, consecutive annual payments starting November 15, 2020;
  - (c) The full balance of the principal sum and interest thereon would be due and payable on August 1, 2022; and,
  - (d) In the event of a default under the Mortgage, Roxdale may initiate legal proceedings to take possession of the Lands or dispose of the Lands to repay the debt owing.
55. In a subsequent Amending Agreement and Notice, with attached Amending Agreement, dated December 17, 2020 (the “**Amending Agreement**”), Cancom and Roxdale amended the terms of the Mortgage to provide that, in the event Cancom defaulted under the Mortgage, title to the Lands would be transferred to Roxdale. In addition, the Amending Agreement also amended the Subscription Agreements and confirmed that the Project was for the benefit of the Preferred Shareholders and other investors in the Project.
56. As of the date of filing this Statement of Claim, there are two charges registered against the Lands:
- (a) The Mortgage; and,
  - (b) A Builder’s Lien which was registered on April 17, 2020, in the amount of \$197,605.00, and a CLP related to that lien which is also registered.

Oppression of the Plaintiffs by the Former Directors and Roxdale

57. As registered holders or beneficial owners of preferred shares, the Plaintiffs seek relief for oppression pursuant to section 242 of the Act.

58. As described below, the Former Directors exercised their power, and Roxdale has conducted and is conducting its affairs, and undertook actions in a manner which were and are oppressive, unfairly prejudicial, and which unfairly disregards the legitimate interests and expectations of the Preferred Shareholders.
59. The Preferred Shareholders seek relief to rectify the harm caused and being caused by the Former Directors and Roxdale and to prevent the complete loss or in the alternative deterioration of the value of their shares.

*Breach of the Amending Agreement and Mortgage*

60. Cancom failed to pay the first interest payment to Roxdale under the Mortgage, which became due and owing on November 15, 2020. As a result, Cancom is in default under the Mortgage.
61. The Mortgage is held by Roxdale for the benefit of the Preferred Shareholders, and is the “caveat” referred to in the Subscription Agreements and Promotional Materials.
62. Pursuant to the Amending Agreement, Cancom must effect a transfer of title of the Lands to Roxdale. However, Cancom currently has no directors as the Former Directors are no longer directors of Cancom by virtue of their bankruptcy.
63. The Former Directors failed, or neglected to cause Cancom to transfer the Lands to Roxdale under the Amending Agreement. The at risk investment of the Former Directors is \$100 each for a total of \$300, compared to the millions at risk for the preferred shareholders.
64. Roxdale could foreclose on the Mortgage and obtain the Lands, but currently Roxdale has no directors to effect such a step.
65. The Preferred Shareholders’ investments are at risk, and the security held by Roxdale for their benefit cannot be enforced in the absence of a receiver-manager or duly appointed directors.

66. The Preferred Shareholders were induced to invest in Roxdale on the understanding that their investment would be collateralized. The Preferred Shareholders reasonably expected that Roxdale would conduct its business in a manner which would preserve or increase the value of the Lands. In addition, the Preferred Shareholders reasonably expected that the Former Directors would act in the best interest of Roxdale, notwithstanding, that the Former Directors were also the sole directors and voting shareholders of Cancom and other corporations that were affiliated with or otherwise related to the Project. Further, the Preferred Shareholders reasonably expected that the Former Directors and Roxdale would ensure that Cancom did not default under the Mortgage, notwithstanding that the Former Directors were also the sole directors and voting shareholders of Cancom.
67. The Preferred Shareholders are being oppressed by the actions of the Former Directors as holders of the voting shares, the inaction of the Trustee, and the actions and inaction of Roxdale through the Former Directors and as a result of their bankruptcy.

*Failure to Pay Dividends*

68. Despite the express terms of the Subscription Agreement, Roxdale, at the direction and control of the Former Directors, and due to their acts, omissions, or failures, failed to pay dividends to any of the Preferred Shareholders.
69. Further, despite the preferential treatment secured by the Dividend Guarantee Addendum, King Chi Hung and Qin Lu never received any dividends payments.
70. On or around October 28, 2020, the Preferred Shareholders received a letter from Roxdale with the subject line, 'Project Update' (the "**Project Update Letter**"). Therein, Roxdale advised that due to poor market conditions, including depressed oil prices and the Covid-19 Pandemic, Roxdale would not be paying any dividends to shareholders.
71. The Project Update Letter further advised that Roxdale had decided to use the funds, that were otherwise payable to shareholders as dividends, to pay off certain unspecified mortgages, and start the planning and development of the Project.

72. The Project Update Letter assured the Preferred Shareholders that Roxdale intended to pay the dividends and would resume payments once sales resumed and operations stabilized.
73. Despite the requirement to hold funds in escrow for the purpose of paying the Preferred Shareholders dividends and the assurances of Roxdale in the Project Update Letter, the Preferred Shareholders have never received a dividend payment.
74. On February 19, 2021, the Preferred Shareholders were contacted again by the Former Directors on behalf of Roxdale by email and advised that Roxdale was ceasing business operations (the “**Ceasing Business Letter**”).
75. The Ceasing Business Letter further advised that the Former Directors had each filed for personal bankruptcy and consequently would no longer be acting as directors of Roxdale.

*Oppression*

76. Roxdale and the Former Directors acted in a manner that was oppressive to the Preferred Shareholders, unfairly prejudicial to the interests of the Preferred Shareholders, and unfairly disregarded the reasonable interests of the Preferred Shareholders, some particulars which include, in addition to the above:
  - (a) Withholding dividend payments rightfully due and owing to the Preferred Shareholders;
  - (b) Entering into the Dividend Guarantee Addendums which afforded preferential treatment to specific Class C preferred shareholders over other subscribers of the Class C preferred shares;
  - (c) Failing to retain an amount equal to the total expected dividends to be paid to Preferred Shareholders in an escrow account with counsel for Roxdale as required by the Subscription Agreements;
  - (d) Failing to use funds raised through the sale of preferred shares to develop the Lands or to otherwise benefit Roxdale;

- (e) Failing to demand payment of the Mortgage by Cancom;
- (f) Failing to direct Cancom to transfer title to the Lands to Roxdale upon Cancom's default under the Mortgage;
- (g) Failing to provide the Preferred Shareholders a proper accounting and reconciliation of funds invested into the Project;
- (h) In the event that the Mortgage was not registered for the benefit of the Preferred Shareholders, Failing to register a caveat against the Lands for the beneficial interest of the Preferred Shareholders; and,
- (i) Such further and other particulars as may be proven at trial.

77. The Plaintiffs plead and rely upon the provisions of the Act.

**Remedy sought:**

78. The Plaintiffs seek the following relief further to the Act and the inherent jurisdiction of this Honourable Court:

- (a) An interim, or in the alternative, final order appointing a receiver-manager for Roxdale, and empowering the receiver-manager to, among other things, foreclose on the Mortgage and obtain the Lands for Roxdale to protect the value of the investment of the Preferred Shareholders;
- (b) In the alternative, an interim, or in the alternative, final order appointing interim directors for Roxdale, and directing those interim directors to, among other things, foreclose on the Mortgage and obtain the Lands for Roxdale to protect the investment of the Preferred Shareholders;
- (c) An order directing Roxdale to sell the Lands pursuant to a judicially monitored sale process, with the net proceeds of the sale being paid into Court in the within Action;
- (d) An order or judgment that Roxdale, or in the alternative, the Former Directors redeem the preferred shares and return to the Preferred Shareholders the funds

they invested into Roxdale, based upon the face value of their preferred shares, in the amount of \$3,390,000.00 plus such further and other amounts as may be proven at the trial of this Action;

- (e) An order requiring Roxdale to produce a proper accounting and reconciliation of funds invested by the Preferred Shareholders into Roxdale;
- (f) An order directing Roxdale, to pay dividends due to the Class C and Class D preferred shareholders from the funds being held in escrow with counsel to the Corporation;
- (g) An order directing an investigation under Part 18 to be made;
- (h) Costs of the within Action on a solicitor and client, full indemnity basis, or on such other basis as this Honourable Court deems just in the circumstances; and
- (i) Such further and other relief as this Honourable Court deems just in the circumstances.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiffs' address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiffs against you.