COURT OF APPEAL FOR ONTARIO

CITATION: Wei v. Ye-Hang Canada (EH-C) Technology & Services Inc., 2026 ONCA 180
DATE: 20260311
DOCKET: COA-25-CV-0477

van Rensburg, Miller and Coroza JJ.A.

BETWEEN

Carrie Wei

Plaintiff/Moving Party
(Respondent)

and

Ye-Hang Canada (EH-C) Technology & Services Inc.*, Aero Future Canada (AF-C) Inc.*, Run Ze Xie (a.k.a Bai Xie)*, and Zhi Qiang Wang

Defendants/Responding Parties
(Appellants*)

AND BETWEEN

Ye-Hang Canada (EH-C) Technology & Services Inc.,
Aero Future Canada (AF-C) Inc. and
Run Ze Xie (a.k.a. Bai Xie)

Plaintiffs by Counterclaim
(Appellants)

and

Carrie Wei and Han Dong Wang

Defendants by Counterclaim
(Respondents)

Aaron Gideon, for the appellants

Calvin Zhang, for the respondents

Heard and rendered orally: March 6, 2026

On appeal from the judgment of Justice Markus Koehnen of the Superior Court of Justice, dated January 27, 2025, with reasons reported at 2025 ONSC 546.

REASONS FOR DECISION

[1] The respondent Carrie Wei advanced funds to the individual appellant that have not been repaid. The motion judge granted summary judgment to Ms. Wei and dismissed the appellants' counterclaim for defamation.

[2] The appellants raise four issues on appeal.

Inappropriateness of summary judgment

[3] First, the appellants argue that the motion judge erred in granting summary judgment. The appellants argue there were issues requiring trial.

[4] One of the issues was the defence of *non est factum*. But the motion judge considered the evidence, particularly Ms. Xie's evidence that she did not pay attention and was in a hurry when she signed the loan agreement, and he found that the defence of *non est factum* was not available on that evidence. The appellants ask this court to reweigh the evidence, but that is not the function of this court. Further, the motion judge found that Ms. Xie was unable to identify any misrepresentation by the respondents that would have induced Ms. Xie to enter

the agreement. The motion judge found that the omission alleged by the appellants – that the loan was to include a condition that the loan was not repayable until after the drones were delivered in Canada and resold – was not a representation made by Ms. Wei and did not constitute a misrepresentation.

[5] A further alleged error is in not applying the interpretive doctrine of *contra proferentem*. This argument failed because the motion judge found there was no ambiguity in the loan agreement. The motion judge did not err in this regard. The loan agreement does not state the loan would only be repayable on the conditions advanced by the appellants. The absence of conditions that the appellants argue ought to have been included in the agreement does not create ambiguity in the plain language of the agreement.

[6] Another alleged error under this heading is the finding that there was no evidence of any effort by the appellants to purchase drones, the sale of which was alleged to have been a condition of repayment of the loan. There was, the appellants argue, a purchase agreement in evidence. However, the problem with this argument is that the motion judge was not prepared to accept this evidence, particularly in light of evidence he did accept, that the drone manufacturer had stated it did not have a representative in Canada. The motion judge was entitled to weigh the evidence in this manner.

Piercing the Corporate Veil

[7] Second, the appellants argue that it was procedurally unfair and an error for the motion judge to pierce the corporate veil in order to impose judgment on the corporate appellants because that relief was not sought specifically in the notice of motion and was therefore not before the court. The appellants had understood that the respondents were seeking partial summary judgment, and that judgment would not be sought against the corporate appellants. Counsel for the appellants submitted that counsel for the respondents provided him with case law addressing corporate veil piercing for the first time at the hearing of the motion, and that he was taken by surprise. Further, counsel for the appellants submits that he was told by the motion judge at the hearing that if the motion judge was to rely on that body of law, he would provide counsel with some later opportunity to address the issue. But counsel was not provided with that opportunity and was surprised that the motion judge decided that issue without seeking further submissions.

[8] Counsel for the respondents asserts that the appellants could not have been taken by surprise: corporate veil piercing was sought in the statement of claim, and in the notice of motion, judgment was sought against all appellants. Further, counsel does not recall the motion judge having told counsel for the appellants that there would be an opportunity for further submissions.

[9] Unfortunately, we do not have a transcript of what transpired below, which makes it difficult to assess this argument. We are told that counsel for the

appellants made inquiries about obtaining a recording and was told by registry staff that none existed.

[10] With respect to the corporate veil piercing claim made in the statement of claim, while there is a claim to impose personal liability on the individual appellant on the basis of alleged breaches by the corporations, there is not a claim for reverse corporate veil piercing to impose liability on the corporations for a loan made to the individual appellant.

[11] Unfortunately, the reasons only address this issue at paragraphs 19 and 20, which does not fully develop the reverse corporate veil piercing argument. Accordingly, we are remitting the issue of the liability of the corporations to the motion judge or another judge of the Superior Court of Justice to be reargued.

Dismissal of the counterclaim

[12] The appellants argue that the motion judge erred by dismissing the counterclaim without engaging the anti-SLAPP provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, which were referenced in the notice of motion. This argument cannot succeed. Section 137.1 is premised on an expression having been made. The appellants' pleading in this regard, and evidence on cross-examination, was entirely deficient. The motion judge did not err in dismissing the counterclaim on the basis that the appellants produced no evidence that a defamatory statement had been made. In fact, on cross-examination the individual

appellant expressed surprise when told she had advanced a counterclaim and could not provide any particulars of any allegedly defamatory statement made by the respondents.

Decided prematurely

[13] The appellants' final argument is that the motion ought not to have been heard in the circumstance where one defendant had not been served with the statement of claim and was therefore not a party to the action. We do not agree that it was an error to proceed on this basis.

Disposition

[14] The appeal is allowed in part. The judgment against the corporate appellants is set aside and the issue of the corporate appellants' liability is remitted for determination to the motion judge or another judge of the Superior Court of Justice.[1] The appeal is dismissed in all other respects.

[15] The respondents are substantially successful on the appeal and are entitled to costs payable by the individual appellant in the amount of $13,600 all inclusive.

"K. van Rensburg J.A."
"B.W. Miller J.A."
"S. Coroza J.A."

[1] The parties agree that it would be appropriate to remit to the motion judge if he is available to hear the motion.