

Applicants

Respondent

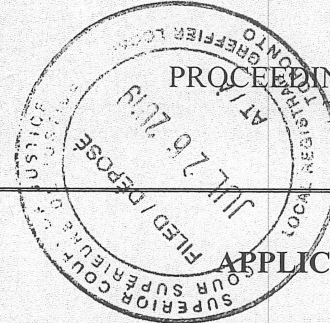
T. Liu for Applicant

August 7, 2019

The applicant seeks judgment for breach of contract based upon unpaid invoice and damages for a period of 30 days representing the notice period for termination of the contract by the defendant.

The evidence in support of the application is summarized in the applicant's factum at paras. 4-24. The applicant entered into a contract with the respondent to provide leads for car loans which was signed on or around June 26, 2018. The key contractual terms are set out in para. 9 of the factum. The contract provides for payment by the respondent of \$65 per lead (for Ontario) with a minimum of 5 leads per day. The contract provides for payment by invoice within 15 days. If the party could terminate the contract on 30 days' notice. The contract was amended in July 2018 and the respondent agreed that additional leads from (over)

ONTARIO SUPERIOR COURT OF JUSTICE



PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

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(2)

New Brunswick, Nova Scotia and Alberta would be provided at prices of \$65/lead for N.B. and N.S., and \$80 per lead from Alberta. The minimum quantities for these provinces was 5 per day but the minimum quantity for Ontario was increased to 10 per day.

The respondent breached the contract by not paying invoices, and the applicant treated the respondent as having given notice of the termination of the contract on January 7, 2019, the last day that leads were provided. This triggered the commencement of the 30 day notice period for preservation of the contract.

The evidence establishes that the respondent did not challenge its liability for payment of the invoices.

The applicant seeks judgment for (i) the amount of the unpaid invoices, and (ii) damage for breach of contract for the 30 day notice period from January 7, 2019 to February 6, 2019 based upon the contractually agreed number of leads at the contractually agreed price. The amount claimed for (i) is \$170,296.55 and the amount for (ii) is \$51,000. Interest on the unpaid invoices at 1 1/2% per month according to the terms of the invoices is \$18,840.50 (over)

(3)

The total amount which the applicant is entitled to be paid
\$ 240,137.05 inclusive of interest.

I am satisfied that the applicant has proven that the contract
was breached and that it suffered damages for breach of contract in this
amount.

Judgment to issue in form of judgment signed by me today. This
includes costs of the application on a partial indemnity scale in the
amount of \$ 8,454.46 which is supported by the costs outline, filed,
and which is filed and payable forthwith.

Curran J.