

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

BOOK OF AUTHORITIES OF THE RECEIVER

May 17, 2026

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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TAB 1

CITATION: Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp. et al.,
2024 ONSC 3507

COURT FILE NO.: CV-23-00710795-00CL

DATE: 2024-06-18

ONTARIO

SUPERIOR COURT OF JUSTICE [Commercial List]

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

– and –

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED
PARTNERSHIP, 1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

DATE HEARD: May 27, 2024

BEFORE: Justice Jana Steele

COUNSEL:

Jeff Larry and Ryan Shah for the Receiver, Albert Gelman Inc.

Wendy Greenspoon-Soer for the Applicant

Khaled Gheddai for the Respondents

ENDORSEMENT

Overview

[1] The Receiver, Albert Gelman Inc., seeks, among other things, Court approval to disclaim the 28 asset purchase agreements (“APSs”) under which buyers contracted pre-construction with the debtors to buy certain freehold properties. The Receiver also seeks an increase in the borrowing limit to fund the remaining work to complete the project.

[2] The Receiver’s motion is supported by the first secured lender, Cameron Stephens Mortgage Capital Ltd. (“CSMC”).

[3] The respondents oppose the Receiver's motion. The respondents are of the view that the Receiver has not taken appropriate steps to canvass all stakeholders and options before seeking to disclaim the APSs.

[4] One of the 28 purchasers, Hsin Yang Lee ("Lee"), filed evidence opposing the Receiver's motion but did not make oral submissions.

[5] None of the purchasers made oral submissions at the hearing.

[6] Affidavit evidence to oppose the Receiver's motion was also filed by a creditor of the debtors, Spectrum Realty Services Inc., Brokerage ("Spectrum"). Spectrum also did not make oral submissions.

[7] The debtors are real estate developers and the registered owners of the Jefferson Properties. The Jefferson Properties is the site of a 96-unit residential real estate development project known as Richmond Hill Grace (the "Project"), consisting of 60 stacked condominium townhome units and 36 freehold townhomes.

[8] The Project is only about 60-70% constructed.

[9] For the reasons set out below, the Receiver's motion is granted.

Background

[10] The Receiver was appointed by Order of Cavanagh J., dated December 21, 2023.

[11] At the time of the Receiver's appointment, the debtors were in the middle of constructing the Project. Under the appointment order, the Receiver was empowered to borrow \$7,000,000. That borrowing limit was subsequently increased to \$9,500,000, and then to \$11,500,000.

[12] Following its appointment, the Receiver determined that stakeholder value would be maximized by completion of the Project. However, shortly after its appointment, the Receiver determined that there were construction, health and safety, and recordkeeping deficiencies with the Project.

[13] The Receiver shut down the Project on January 24, 2024, to assess the management of the Project. As part of this assessment, the Receiver obtained a report from a chartered quantity surveyor (the "Glynn Report") that assessed the cost to complete the Project at \$23,000,000.

[14] After its appointment, the Receiver retained an independent construction representative, Camcos Management Inc., because the Receiver was uncomfortable with certain construction practices and processes implemented by the Project's existing construction manager. The Receiver decided not to renew the contract with the existing construction manager and, in consultation with Camcos and CSMC, retained a new construction manager.

[15] Before the appointment of the Receiver, the debtors had entered into 51 agreements of purchase and sale with respect to condominium townhome units (the "Condos") and 28 APSs with respect to the Freehold townhome units (the "Freehold Towns").

[16] In late March 2024, CSMC advised the Receiver that it would only continue to fund the completion of the Project if the Receiver disclaimed the 28 APSs in respect of the Freehold Towns.

Analysis

Should the Court authorize the Receiver to terminate and disclaim the 28 APSs with respect to the Freehold Towns?

[17] It is not disputed that the Court has the jurisdiction to authorize a receiver to disclaim agreements of purchase and sale in the context of real property developments: The Court has done so on numerous occasions, as set out in the Receiver's factum. For example: *Forjay Management Ltd. v. 0981478 BC Ltd.*, 2018 BCSC 527, 11 B.C.L.R. (6th) 395, at paras. 131-132; *Firm Capital Mortgage Fund Inc. v. 2012241 Ontario Ltd.*, 2012 ONSC 4816, 99 C.B.R. (5th) 120, at paras. 31-38; and *Peoples Trust Company v. Censorio Group (Hastings & Carleton Holdings Ltd.*, 2020 BCSC 1013, 80 C.B.R. (6th) 118, at para. 57.

[18] In *Forjay Management*, at paras. 41-44, Fitzpatrick J. of the British Columbia Supreme Court set out the considerations for the Court in determining whether to authorize a receiver to disclaim pre-sale purchase agreements:

- a. The respective legal priority positions as between the competing interests;
- b. Whether a disclaimer would enhance the value of the assets, and, if so, whether a failure to disclaim would amount to a preference in favour of one party; and
- c. If a preference would arise, whether the party seeking to avoid a disclaimer has established that the equities support that result.

[19] The Receiver submits that in this case, the above factors strongly support the Receiver's position. I consider each of the above factors in turn.

(i) *Respective Legal Priority Positions*

[20] CMSC is the debtors' senior secured creditor. As at January 8, 2024, the debtors' total indebtedness to CMSC was approximately \$50.8 million. The debtors granted as security for CMSC's loan a charge/mortgage against the Jefferson Properties.

[21] The agreements of purchase and sale that were entered into by the Freehold buyers and the debtors contained the following language, pursuant to which the buyers subordinate their interest to any mortgages or construction financing of the debtors:

The Purchaser hereby acknowledges the full priority of any construction financing or other mortgages arranged by the Vendor and secured by the Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to

execute all acknowledgments or postponements required to give full effect thereto.

[22] In addition, the Freehold buyers agreed to not register their agreements of purchase and sale on title to the property, and none of such agreements have been registered against title to the property.

[23] The purchaser that filed evidence, Hsin Yang Lee, argued that the deposits made pursuant to the Freehold APSs were trust funds under s. 81(1) of the *Condominium Act, 1998*, S.O. 1998, c. 19, and, therefore, such deposits should have priority over the secured creditors. Lee notes that the property was described in the agreement as a parcel of tied land consisting of a freehold unit and an interest in a common elements condominium corporation.

[24] The deposits made were in respect of the Freehold properties. The Freehold APSs are clear that the deposits made were not attributable to the common elements:

That portion of the Purchase Price applicable to the common interest in the Condominium shall be Two (\$2.00) Dollars which shall be payable as part of the monies due on the Unit Transfer Date from the Purchaser to the Vendor. **There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium.** [Emphasis added.]

[25] Because none of the Freehold deposits were attributable to the common elements, section 81 of the *Condominium Act*, which requires certain payments made to be held in trust, does not apply.

[26] As noted by the Receiver, the interpretation of the *Condominium Act* asserted by Mr. Lee would upset the legislative scheme of homebuyer protection. Under the regulations to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 (“ONHWPA”), the limits on compensation for lost deposits differ between freehold and condominium homes:

- a. For freehold homes, the greater of (1) \$60,000, and (2) the lesser of 10% of the sale price of the home and \$100,000; and
- b. For condominiums, \$20,000 plus interest.

[27] Lee seeks the higher protection under the ONHWPA for freehold buyers and seeks the protection owing to condominium buyers under the *Condominium Act* (i.e., the requirement to hold certain funds in trust). As noted by the Receiver, the regulations under the ONHWPA provide for greater protection for freehold purchasers because entities selling new condominiums are required under the *Condominium Act* to hold purchaser deposits in trust. Likewise, the regulations under the ONHWPA provide lesser protection to condominium purchasers because of the requirement to hold the deposits in trust under the *Condominium Act*.

[28] I am satisfied that CSMC’s position, as the party that provided mortgage and construction financing and the first secured creditor, takes legal priority over the Freehold purchasers’ interests.

- (ii) *Whether a disclaimer would enhance the value of the assets, and, if so, whether a failure to disclaim would amount to a preference in favour of one party.*

[29] The Receiver submits that the disclaimers would enhance the value of the assets.

[30] The Receiver obtained two appraisals, conducted by professional appraisers CBRE Valuation & Advisory Services and Cushman & Wakefield. The appraisal reports were provided on a confidential basis to the Court. Both appraisal reports support the Receiver's conclusion that the existing Freehold APSs are below the current market value for the properties. The appraisals indicate that the current market value of the Freehold Towns is higher than the prices at which the properties were sold.

[31] The valuation reports also support the Receiver's conclusion that if the properties were sold on an "as-is, where-is" basis, the senior secured lender, CSMC, would suffer a material loss on its indebtedness.

[32] CSMC has indicated that it will only continue to fund the Project if the Freehold APSs are disclaimed. As no other party has been identified who would be willing to fund the completion of the Project, if CSMC refused to continue to fund, this would likely result in a situation where the Receiver would be unable to complete the Project. In such a scenario, the Project would be sold on an "as-is, where-is" basis, resulting in a significant loss to the debtors' estate.

[33] As noted by the Receiver, the Receiver's business judgment that the disclaimers will enhance the value of the estate is entitled to considerable deference: *Peoples Trust*, at para. 47.

- (iii) *If a preference would arise, whether the party seeking to avoid a disclaimer has established that the equities support that result.*

[34] It is my view that the equities do not support refusal of the Receiver's request to disclaim the Freehold APSs.

[35] The Receiver is required to take into account and balance the interests of all the debtor's stakeholders. In *Ravelston Corp. (Re)* (2005), 24 C.B.R. (5th) 256 (Ont. C.A.), at para. 40, Doherty J.A. stated:

Receivers will often have to make difficult business choices that require a careful cost/benefit analysis and the weighing of competing, if not irreconcilable, interests. Those decisions will often involve choosing from among several possible courses of action, none of which may be clearly preferable to the others. Usually, there will be many factors to be identified and weighed by the receiver. Viable arguments will be available in support of different options. The receiver must consider all of the available information, the interests of all legitimate stakeholders, and proceed in an evenhanded manner. That, of course, does not mean that all stakeholders must be equally satisfied with the course of conduct chosen by the receiver. If the receiver's decision is within

the broad bounds of reasonableness, and if it proceeds fairly, having considered the interests of all stakeholders, the court will support the receiver's decision.

[36] As noted above, the Receiver has determined that if it does not disclaim the Freehold APSs, the overall recovery in the receivership would be impaired, which would be to the detriment of the entire estate.

[37] However, certain stakeholders will suffer negative impacts if the 28 Freehold APSs are disclaimed. First, the parties that had contracted to buy properties will lose their ability to purchase the Freehold Towns pursuant to the terms of their agreements. In addition, these purchasers paid deposits to the debtors, which have been invested in the Project or otherwise spent. Although Tarion insures deposit monies on freehold purchases up to \$100,000, deposit amounts paid by the purchasers in excess of \$100,000 will likely be lost. The Receiver has calculated that the Freehold buyers will lose, on average, deposits of approximately \$45,000 under the Freehold APSs.

[38] Second, Spectrum will suffer a loss of approximately \$1.4 million, which are the commissions that were to be payable upon closing that are attributable to the Freehold Towns. Further, as noted in the affidavit evidence filed by Spectrum, co-operating brokers, who have assisted with the sale of the Freehold units, will also be deprived of their commission.

[39] The Receiver submits that the negative impact that will be suffered by the Freehold buyers if the agreements are disclaimed does not justify overriding the secured lender's legal priority and giving the Freehold purchasers a preference they would not otherwise have. In this regard, the Receiver notes, among other things, that the Freehold buyers agreed that their interests in the real property would be subordinate to the secured lenders', and Tarion's warranty program will cover a significant portion of the Freehold buyers' deposits.

[40] While the proposed disclaimer will certainly have some negative impact on the homebuyers and real estate agents, I agree with the Receiver that this does not justify overriding CSMC's priority and giving the homebuyers a preference that they would not otherwise enjoy.

[41] I am also persuaded by the Receiver's submission that where, as here, the properties are not complete, the Court cannot effectively direct the Receiver to borrow millions of dollars from CSMC to fund the completion of the construction of the Freehold Towns. The Receiver referred the Court to *Firm Capital Mortgage Fund*, where Morawetz J. (as he then was) stated, at paras. 28 and 29:

[28] Counsel to the Receiver submits that the position taken by the Unitholders is essentially that they wish specific performance of their purchase agreements. Counsel to the Receiver submits that this court has previously held that specific performance (specifically in the context of an unregistered condominium project) should not be ordered where it would amount to "a mandatory order that requires the incurring of borrowing obligations against the subject property and completion of

construction ordered to bring the property into existence”. (See: *Re 1565397 Ontario Inc.* (2009), 54 C.B.R. (5th) 262.) I accept this submission.

[29] In my view, the law is clear that the Receiver is not required to borrow the required funds to close the project nor is the first secured creditor required to advance funds for such borrowing.

[42] The Receiver’s decision to disclaim the 28 Freehold APSs is “within the broad bounds of reasonableness.” I am satisfied that the Receiver has acted fairly and considered the interests of all stakeholders. As noted above, this “does not mean that all stakeholders must be equally satisfied with the course of conduct chosen by the receiver.”

Should the Court approve the Requested Increase to the Borrowing Limit?

[43] As noted above, the Receiver seeks to increase the borrowing limit by \$20,000,00, from \$11,500,000 to \$31,500,000.

[44] Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, permits the court to appoint a receiver to, among other things, “take any other action that the court considers advisable.” The Court has interpreted this provision broadly, including authorizing borrowing by receivers: *DGDP-BC Holdings Ltd. v. Third Eye Capital Corporation*, 2021 ABCA 226, 25 Alta. L.R. (7th) 211, at para. 20; and *KEB Hana Bank Trustee et al. v. Mizrahi Commercial (The One) LP et al.*, 2023 ONSC 5881, at paras. 54-55.

[45] The order appointing the Receiver also provides that the borrowing limit may be increased by further Court order.

[46] The Receiver submits that approving the requested increase to the borrowing limit is the only way to complete the Project and thereby maximize stakeholder benefit. There is approximately \$2.7 million currently held by the Receiver, which is not sufficient to complete the Project. The estimated cost to complete the Project, based on the Glynn Report, is at least \$23 million.

[47] I am satisfied that it is appropriate in the circumstances to authorize the increase to the borrowing limit.

Should the Court approve the activities, fees and interim SRD of the Receiver and the fees of the Receiver’s legal counsel?

[48] The Receiver seeks Court approval of its Second Report, the First Supplemental Report to the Second Report, the Second Supplemental Report to the Second Report and the activities set out in the reports. The principles set out by the Court regarding the approval of the activities of a receiver or monitor, and their reports, are well established: *Target Canada Co. Re*, 2015 ONSC 7574, 31 C.B.R. (6th) 311, at paras. 2 and 12; and *Triple-I Capital Partners Limited v. 12411300 Canada Inc.*, 2023 ONSC 3400, at para. 66.

[49] The activities of the Receiver are set out in the reports and include:

- a. Responding to correspondence and requests for information from the debtors and their principal, among others;
- b. Working with the construction consultant to carry out an assessment of the Project, including identifying health and safety issues on the site;
- c. Managing the review and remediations of health and safety issues;
- d. Commissioning appraisals of the Project, and the 2 Glynn reports; and
- e. Engaging in tendering processes for prospective trades and suppliers.

[50] As noted above, the senior lender, CSMC, supports the Receiver's activities.

[51] Jefferson Properties Limited Partnership and 2011836 Ontario Corp. oppose the conduct of the receivership. Among other things, the debtors suggest that the Receiver has not taken appropriate steps to canvass stakeholders and other options. The debtors also point to the lack of development on the Project since the Receiver's appointment.

[52] As noted by the Receiver, courts should defer to the reasonable exercise of business judgment by court appointed receivers: *Ravelston Corp. (Re)*, at para. 40.

[53] The Receiver states that it has been willing to try to accommodate the debtors, including providing certain requested information to the debtors and facilitating at least 4 site visits with potential financiers. This is supported by CSMC's evidence that "Wang and numerous financiers, developers and construction professionals have been given access to the site on multiple occasions."

[54] The Receiver is of the view that the course of action it is pursuing is the only alternative in the circumstances. Among other things, CSMC has indicated that it will only agree to increase funding to complete the Project if the proposal to terminate the 28 APSs is approved as requested by the Receiver.

[55] With regard to the lack of development on the Project, the Receiver identified serious concerns, as set out in its Report, including unpaid liens, lack of communications, health and safety issues, among other things, which caused the Receiver to halt work on the Project and assess.

[56] I am satisfied that the Receiver considered a range of options and was unable to find a viable alternative, which is why the Receiver has proceeded to ask the Court for the relief on this motion.

[57] I am satisfied that the Receiver's activities were necessary, appropriate and consistent with the Receiver's mandate. It is unfortunate that there was a stoppage of work on the Project further delaying its completion. However, I am satisfied that the Receiver, using its business judgment, determined that it was necessary and appropriate in the circumstances so that the issues with the Project could be remedied.

[58] I am also satisfied that the fees and disbursements of the Receiver and its counsel are fair, reasonable and justified in the circumstances. I note that fee affidavits have been filed. This has been a complicated matter given, among other things, the issues with the management of the construction up to the date of the Receiver's appointment.

Should the Court authorize the proposed sealing Order?

[59] The Receiver seeks an order sealing the confidential appendices pending the completion of the Project and the sale of all of the units. The confidential appendices contain the appraisals, the Second Glynn Report and a summary of budgetary information related to the Project.

[60] Subsection 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, provides that the Court may order that any document filed in a civil proceeding be treated as confidential, sealed, and not form part of the public record. In addition to the jurisdiction under the *Courts of Justice Act*, the Court has the inherent jurisdiction to issue sealing orders: *Fairview Donut Inc. v. The TDL Group Corp.*, 2010 ONSC 789, 100 O.R. (3d) 510, at para. 34.

[61] As noted by the Receiver, it is common to temporarily seal bids and other commercially sensitive material in an insolvency context when assets are to be sold under a court process.

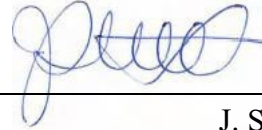
[62] The respondents oppose the requested sealing order taking the position that the Project's budget ought to be disclosed to the stakeholders so that they may assess the rationale for the increase to the borrowing limit. As was done with the Glynn Report, the Receiver is prepared to share the confidential appendices with stakeholders who sign a non-disclosure agreement. This is proportionate.

[63] The requested sealing order is limited in scope and in time. The proposed sealing order balances the open court principle and legitimate commercial requirements for confidentiality in the circumstances. In my view, the benefits of the requested sealing order outweigh the negative impact on the "open court" principle. If this information were released, it may impact the Receiver's ability to maximize value and maintain integrity of any future marketing and sale process. No stakeholder will be materially prejudiced by the time limited sealing order, which applies to only a limited amount of information.

[64] I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and satisfies the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41, [2002] 2 S.C.R. 522, at para. 53, requirements, as modified in *Sherman Estate v. Donovan*, 2021 SCC 25, [2021] 2 S.C.R. 75, at para. 38.

[65] The Receiver is directed to provide the sealed confidential appendices to the Court clerk at the filing office in an envelope with a copy of this endorsement and the signed order (with the relevant provisions highlighted) so that the confidential appendices can be physically sealed.

[66] The Receiver's motion is granted. I have attached the signed order, which is effective immediately and without the necessity of issuing and entering.



J. Steele J.

Released: June 18, 2024.

CITATION: Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp. et al.,
2024 ONSC 3507

COURT FILE NO.: CV-23-00710795-00CL

DATE: 2024-06-18

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL
LTD.

Applicant

– and –

2011836 ONTARIO CORP., JEFFERSON
PROPERTIES LIMITED PARTNERSHIP, 1000162801
ONTARIO CORP., AMERICAN CORPORATION and
1000199992 ONTARIO CORP.

Respondents

REASONS FOR JUDGMENT

Steele, J.

Released: June 18, 2024

TAB 2



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL

DATE: March 9, 2026

NO. ON LIST: in writing

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD.
V. 2011836 ONTARIO CORP. ET AL

BEFORE: JUSTICE CONWAY

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For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Fengxi Fansey Wang	Self-Represented	Fwang2025@icloud.com

ENDORSEMENT OF JUSTICE CONWAY:

[1] On January 28, 2026, I granted nine approval and vesting orders for the “Pre-Receivership Units” (the “AVOs”) and an ancillary relief order. All defined terms used in this

Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of the Receiver dated January 23, 2026.

- [2] I stated in my January 28 Endorsement, “The Receiver’s counsel said that it may be seeking costs of this motion. If it intends to do so, it shall arrange a 30-minute case conference before me within the next 30 days, on a date suitable to Mr. Wang, through the Commercial List office to address the process for cost submissions.
- [3] The parties (including Mr. Wang)¹ attended a case conference before me on February 11, 2026. I set a timetable for cost submissions. I directed that the Receiver’s cost submissions be delivered by February 18, 2026 and that Mr. Wang’s responding cost submissions be delivered by March 2, 2026 (I added several days to the Receiver’s request for responding submissions by February 25, 2026).
- [4] The Receiver delivered its cost submissions on February 18, 2026. Mr. Wang did not deliver any responding submissions by March 2, 2026 or by today’s date (March 9, 2026). He attended the February 11, 2026 case conference at which I set the timetable for cost submissions. I wrote it clearly in my endorsement that day. Mr. Wang was aware of the timetable and has not complied with it. I will therefore proceed to make my decision on costs without the benefit of any submissions from Mr. Wang.
- [5] The Receiver seeks its costs of the January 28 motion against Mr. Wang. It seeks \$7,297.82 on a substantial indemnity basis or, in the alternative, \$4,978.22 on a partial indemnity basis.
- [6] At the motion, the Receiver sought approval of the nine AVOs for the Pre-Receivership Units. Mr. Wang asked for a last-minute adjournment, which I denied. He then conceded that he was not actually opposing the AVOs, although he wanted to see the underlying agreements of purchase and sale. As explained in my Endorsement, I was not prepared to make that order.
- [7] I granted the AVOs. The Receiver was successful on its motion and is entitled to costs. Mr. Wang’s adjournment request put the Receiver to additional expense in preparing an *aide memoire* on the request. He then conceded that he was not opposing the relief sought. The motion would have been straightforward had he advised the Receiver that he was not opposing the AVOs (particularly since he had relied on those transactions as appropriate price benchmarks for the units in previous court attendances).
- [8] With respect to the scale of costs, some of the conduct that the Receiver relies on in support of its request for substantial indemnity costs occurred after the January 28 motion.

¹ I noted in my January 28 Endorsement that Mr. Wang had not obtained leave to represent the Debtors but that nonetheless I permitted him to make submissions in court that day.

I do not consider the higher scale of costs, which are to be granted exceptionally, to be warranted for the motion itself.

[9] The partial indemnity costs sought by the Receiver are fair and reasonable. Mr. Wang could reasonably have expected the Receiver to incur these costs to oppose his adjournment request and seek the nine AVOs.

[10] I therefore order Mr. Wang to pay \$4,978.22 in costs to the Receiver on a partial indemnity basis. These costs are payable within 30 days.

Justice Barbara
Conway

Digitally signed by
Justice Barbara Conway
Date: 2026.03.09
11:16:17 -04'00'

TAB 3



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL

DATE: April 7, 2026

NO. ON LIST: in writing

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. 2011836
ONTARIO CORP. et al
BEFORE: JUSTICE CONWAY

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Fengxi Fansey Wang	SELF-REPRESENTED	fwang2025@icloud.com

ENDORSEMENT OF JUSTICE CONWAY:

- [1] On March 18, 2026, Mr. Wang brought a motion pursuant to Rule 15.01(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 for leave to represent the Respondents in these receivership proceedings (the “**Leave Motion**”). I dismissed the Leave Motion, for reasons given that day.
- [2] I stated in paragraph 9 of my endorsement: “If the Receiver or Cameron Stephens seeks costs of this motion, it shall file cost submissions of not more than two pages, double spaced, within 7 days. Mr. Wang shall file responding cost submissions of not more than two pages, double spaced, within 10 days thereafter.”
- [3] The Receiver filed its cost submissions on March 23, 2026. Cameron Stephens did not file any cost submissions. Mr. Wang did not file any responding submissions within the 10-day deadline or the date of this endorsement (April 7, 2026).
- [4] The Receiver seeks costs against Mr. Wang on a substantial indemnity basis in the amount of \$3,745.95 or alternatively, costs on a partial indemnity basis in the amount of \$2,644.20.
- [5] I am awarding costs on a substantial indemnity basis. Mr. Wang was already subject to two outstanding costs orders on the date of the Leave Motion. One of those orders was from the Court of Appeal on February 4, 2026 for \$13,500, was payable immediately, and was unpaid as at March 18, 2026.
- [6] The other order was from this court on March 9, 2026 for \$4,978.22 in respect of the Receiver’s motion for nine approval and vesting orders on January 28, 2026 (which Mr. Wang unsuccessfully sought to adjourn and then conceded he was not actually opposing). I note that as in the present case, Mr. Wang did not file any responding cost submissions with respect to that motion. He is seeking to appeal that cost order.
- [7] It appears to me that Mr. Wang brings or contests motions, increases costs for the Respondents’ stakeholders, fails to engage in the cost process, and then challenges and/or fails to pay the resulting cost award. Further, I have already observed (as has the Court of Appeal) that he has a history of relitigating matters.
- [8] This conduct must be deterred. Mr. Wang cannot litigate without regard to the consequences of his actions and their effect on stakeholders. This is particularly so in this case where the Respondent companies are in receivership and stakeholders’ recoveries are being eroded by his litigation conduct. A substantial indemnity award is warranted.

[9] The Receiver's costs are fair and reasonable. The Receiver had to spend the time to review the voluminous litigation history to respond to Mr. Wang's motion and explain to the court why he was not an appropriate representative of the corporate Respondents. The costs claimed are those billed by junior lawyers.

[10] I award costs of \$3,745.95 to the Receiver for the Leave Motion, on a substantial indemnity basis. Mr. Wang shall pay those costs to the Receiver immediately.

Justice Barbara
Conway

Digitally signed by Justice
Barbara Conway
Date: 2026.04.07 10:56:27
-04'00'

TAB 4



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL

DATE: May 15, 2026

NO. ON LIST: 2

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. 2011836 ONTARIO CORP.; JEFFERSON PROPERTIES LIMITED PARTNERSHIP; 1000162801 ONTARIO CORP.; AMERICAN CORPORATION; 1000199992 ONTARIO CORP.; DUCA FINANCIAL SERVICES CREDIT UNION LTD

BEFORE: JUSTICE BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Wendy Hope Greenspoon-Soer Summer Xia	Counsel for Applicant - Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com sxia@garfinkle.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Fengxi Fansay Wang	Respondent – Self-Represented	Fwang2025@icloud.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Ryan Shah	Counsel to the Receiver	Ryan.shah@paliarerland.com

ENDORSEMENT OF JUSTICE BLACK:

- [1] This scheduling appointment was booked by Mr. Wang.
- [2] There is a motion scheduled (by Steele J.) to proceed on August 11, 2026, in which the Receiver is seeking an order for security for costs against Mr. Wang and a declaration that Mr. Wang is a vexatious litigant, among other relief.
- [3] In the face of that pending motion, Mr. Wang seeks to schedule his own motion, which he labels the “Investigations/Directions Motion.” In that proposed motion he is critical of and seeks an investigation of the Receiver’s conduct in its administration of the receivership proceedings, alleges that the Receiver has not been transparent about costs, and alleges that the Receiver has caused ongoing prejudice to the estate value and stakeholder interests.
- [4] It is in fact in respect of Mr. Wang’s proposed Investigations/Directions Motion that the Receiver seeks the order for security for costs (as part of the relief it seeks in its pending August 11 motion).
- [5] The Receiver points out that there are now several outstanding and unpaid costs orders against Mr. Wang in this proceeding. The Receiver asserts that in fact Mr. Wang’s conduct, in bringing various motions that the Receiver (joined by the applicant Cameron Stephens in this assessment) regards as unmeritorious, is largely responsible for driving up the costs in this receivership (in which limited proceeds are expected to be realized and in which Cameron Stephens is expecting to suffer a significant shortfall).
- [6] In the circumstances, particularly given the outstanding unpaid costs orders against Mr. Wang, I am not prepared to schedule Mr. Wang’s Investigations/Directions Motion prior to the pending August 11, 2026 motion.
- [7] I am not specifically expressing a view on the merits (or otherwise) of Mr. Wang’s proposed Investigations/Directions Motion, which can potentially be reassessed following the determination of the August 11 motion. Moreover, it may be that, in responding to that August 11 motion, Mr. Wang will be able to raise, as a response to that motion, the concerns animating his proposed Investigations/Directions Motion. That will be up to Mr. Wang, and then up to the judge hearing the motion as to how much latitude to give Mr. Wang in that regard.
- [8] In any event, I expect that the outcome of the August 11 motion may have significant ramifications for the balance of proceedings – whatever its outcome – and I am satisfied that that motion should proceed before any other procedural steps (including in particular Mr. Wang’s proposed Investigations/Directions Motion).
- [9] The Receiver asks, given that Mr. Wang is currently subject to several outstanding costs orders, and “yet continues to require the Receiver to attend unnecessary hearings”, that I order Mr. Wang to pay the Receiver its costs of this attendance on a substantial indemnity basis in the amount of \$600.
- [10] As part of the basis for this request, the Receiver notes that on April 24, 2026, at the case conference at which Steele J. scheduled the August 11 motion, Mr. Wang asked Her Honour for leave to commence an action against the Receiver, which Steele J. refused on the basis, among other concerns, of the outstanding costs orders against Mr. Wang.

[11] In the circumstances, and in part because of Mr. Wang's apparent insistence on seeking to take procedural steps despite the outstanding costs orders against him and despite the court declining to schedule such proposed procedural steps on that basis (and others) and Mr. Wang apparently refusing to "take no for an answer" I am granting the costs order sought by the Receiver, and have signed the form of order that the Receiver has provided.



Justice W.D. Black

Date: May 15, 2026

TAB 5

ON HEARING the submissions of Fanshay Wang and counsel to Cameron Stephens Mortgage Capital Ltd. and the Receiver,

1. **THIS COURT ORDERS** that Fanshay Wang shall forthwith pay to the Receiver the Receiver's costs of the Case Conference on a substantial indemnity basis in the amount of \$600.00.

2. **THIS COURT ORDERS** that the amount referred to in paragraph 1 of this Order shall bear interest at the rate of 4.0% annually from the date hereof.



Justice W.D. Black

CAMERON STEPHENS MORTGAGE
CAPITAL LTD.

Applicant

2011836 ONTARIO ³CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED**
Proceeding commenced at Toronto

COST ORDER (CASE CONFERENCE)

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**Lawyers for the Receiver,
Albert Gelman Inc.**

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
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AMENDED
Proceeding commenced at Toronto

BOOK OF AUTHORITIES OF THE RECEIVER

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