

**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

**AIDE MEMOIRE (ADJOURNMENT REQUEST)**

September 16, 2026

**Paliare Roland Rosenberg Rothstein LLP**  
155 Wellington Street West, 35th Floor  
Toronto ON M5V 3H1  
Tel: 416.646.4300  
Fax: 416.646.4301

**Jeffrey Larry** (LSO# 44608D)  
Tel: 416.646-4330  
[jeff.larry@paliareroland.com](mailto:jeff.larry@paliareroland.com)

**Ryan Shah** (LSO# 88250C)  
Tel: 416.646-6356  
[ryan.shah@paliareroland.com](mailto:ryan.shah@paliareroland.com)

**Sanghyun Park** (LSO# 92179U)  
Tel: 416.646.7421  
[sanghyun.park@paliareroland.com](mailto:sanghyun.park@paliareroland.com)

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

**TO:           Service List**

**A. Background**

1. In this motion, Albert Gelman Inc. ("**AGI**"), the receiver and manager (in such capacity, the "**Receiver**") of 2011836 Ontario Corp. ("**201**") and Jefferson Properties Limited Partnership ("**JPLP**" and, together with 201, the "**Debtors**") seeks an order approving the assignment of claims commenced by the Receiver against certain parties, as contemplated by two assignment agreements with Cameron Stephens Mortgage Capital Ltd. ("**Cameron Stephens**").

2. Fanseay Wang ("**Fanseay**"), the principal of the Debtors, has requested the adjournment of the Receiver's motion. This request is part of a long series of efforts by Fanseay to stymie the Receiver's administration of the Debtors' estate through abuse of this Court's processes.

3. The Receiver requests that the Court deny Fanseay's adjournment request for the following reasons:

- (a) Fanseay was served with the Receiver's materials on September 9, 2026. Fanseay has had sufficient opportunity to review the same and hearing the motion today would not cause prejudice to anyone; and
- (b) Fanseay should be denied standing to participate in this motion, in any event. Fanseay has been found to have abused the Court's processes and is subject to unsatisfied cost orders in favour of the Receiver in the amount of \$32,324.17.

4. Additionally, the Receiver requests that the Court grant the Receiver costs against Fanseay in the amount of \$600, being the Receiver's costs of addressing the adjournment request on a substantial indemnity basis.<sup>1</sup>

***B. Fanseay should be denied standing to participate in this motion***

5. Under rules 57.03(2) and 60.12, the Court has discretion deny a litigant standing where the litigant is subject to unpaid costs awards.<sup>2</sup>

6. The exercise of that discretion is appropriate here. Fanseay is subject to several outstanding cost orders against him, including adverse awards on a substantial indemnity scale, for the total amount of \$32,324.17.<sup>3</sup> Fanseay should not be permitted further audience of this Court while simultaneously being in breach of Court orders requiring him to pay for the costs of his litigation conduct.

7. Fanseay's course of conduct in this matter has shown blatant disregard for the orders of this Court and its processes. This is manifest in Fanseay's history of seeking to re-litigate finally decided matters. Justice Black has found that Fanseay refuses to "take no for an answer"<sup>4</sup> and Justice Myers has found that Fanseay's failure to pay the outstanding cost orders against him to be "deliberate and contumelious breaches."<sup>5</sup>

---

<sup>1</sup> Cost Outline of the Receiver, September 16, 2026 [E26243].

<sup>2</sup> See *Proex Logistics Inc. (Re)*, 2025 ONCA 832 at [paras. 61-75](#) and *Rana v. Unifund Assurance Company*, 2016 ONSC 2502 at [para. 50\(b\)](#); *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, rr. [57.03\(2\)](#) and [60.12](#).

<sup>3</sup> See *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp.*, 2026 ONCA 77 at [para. 32](#); Endorsement of Justice Conway, March 9, 2026 at para 10 [E26242]; Endorsement of Justice Conway, April 7, 2026 at para. 10 [E26231]; Endorsement of Justice Black, May 15, 2026 at para. 9 [E26233]; Endorsement of Justice Myers, May 21, 2026 at para. 54 [E26228]; Endorsement of Justice Rahman, July 24, 2026 [E26239].

<sup>4</sup> Endorsement of Justice Black dated May 15, 2026 at para. 11 [E26234].

<sup>5</sup> Endorsement of Justice Myers dated May 21, 2026 at para. 36 [E26224].

8. The foregoing conduct represents the blatant abuse this Court's processes and is unfair to the Receiver and other stakeholders. The Court should not permit Fanseay to continue to use its processes in this matter any longer – Fanseay should be denied standing to participate in this motion.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 16<sup>th</sup> day of September, 2026



---

Ryan Shah

**CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.**

Applicant

and **2011836 ONTARIO CORP., 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

---

---

**AIDE MEMOIRE (ADJOURNMENT REQUEST)**

---

**Paliare Roland Rosenberg Rothstein LLP**  
155 Wellington Street West, 35th Floor  
Toronto ON M5V 3H1  
Tel: 416.646.4300  
Fax: 416.646.4301

**Jeffrey Larry** (LSO# 44608D)  
Tel: 416.646-4330  
[jeff.larry@paliareroland.com](mailto:jeff.larry@paliareroland.com)

**Ryan Shah** (LSO# 88250C)  
Tel: 416.646-6356  
[ryan.shah@paliareroland.com](mailto:ryan.shah@paliareroland.com)

**Sanghyun Park** (LSO# 92179U)  
Tel: 416.646.7421  
[sanghyun.park@paliareroland.com](mailto:sanghyun.park@paliareroland.com)

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