



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL DATE: DECEMBER 10, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: **CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. CONACHER KINGSTON HOLDINGS INC. et al**

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

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For Defendant, Respondent, Responding Party, Defence:


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SUPPLEMENTARY ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] Shortly after releasing my (main) endorsement relative to the parties' attendance before me on December 10, 2024, the Receiver's submissions relative to the issue discussed at paragraphs 37-39 of that endorsement were brought to my attention.
- [2] The Receiver's view is that paragraph 6, proposed by AJGL to be included in the vesting order once the Toronto Property is sold, is unnecessary. However, notwithstanding this view, the Receiver does not object to including the language in question.
- [3] For the reasons outlined in the Receiver's submissions on this point, I agree that the language is not required, and I understand that Cavanagh J., on whose order AJGL relies, expressed the same view.
- [4] However, like Cavanagh J., and noting the indifference of the Receiver, I am prepared to have the paragraph at issue included in the vesting order when the time comes.



W.D. BLACK J.

RELEASED: DECEMBER 13, 2024