



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-26-00000440-0000

DATE: October 20, 2026

NO. ON LIST: 3

TITLE OF PROCEEDING: Bank of Montreal v. 17447124 CANADA INC.; EGLINTON FUELS INC.; 17919310 CANADA INC.

BEFORE: JUSTICE SEAN DUNPHY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Patrick Corney	Bank of Montreal	pcorney@millerthomson.com

For Defendant, Respondent, Responding Party:

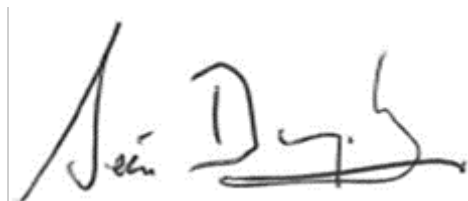
Name of Person Appearing	Name of Party	Contact Info
Josie Pariisi	17447124 CANADA INC. EGLINTON FUELS INC. 17919310 CANADA INC.	jparisi@bdo.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE DUNPHY:

- [1] This is a straightforward application for a court appointed receiver. While there are a few loose ends to the file that may require greater scrutiny in future, the Bank's case for the appointment of a receiver is a strong one and I have granted the order requested.
- [2] What are those loose ends? First, there is the matter of a potentially messy amalgamation. The Bank wished to receive security over a parcel of land owned by an affiliate of the Borrower. To accomplish this, the Borrower was to amalgamate with the related company that owned the parcel of land. Unfortunately, the debtor misspelled the name of the amalgamating corporation in a rather obvious way (adding a second "g" to the word "Eglinton") that has the plaintiff concerned about the status of its security over the land.
- [3] This is not the stage of the process to get distracted by such issues. As and when assets are sold and proceeds become available for distribution, the Court will need to concern itself with examining the security of the Bank and its priority. There is no doubt at present that the security was taken and registered and the contract called for this to happen. There will be plenty of time down the road to examine the quality and priority of the Bank's security. From the current vantage point, the Bank clearly has some security interest upon the land – whether there is a fatal defect or whether another has a better or superior claim will be matters to be explored later.
- [4] There is also the matter of a *Mareva* injunction recently issued by Cavanaugh J. over some related companies to the debtor the impact of which on this proceeding is quite unclear.
- [5] The bottom line here is that the Bank has registered security over all of the borrowers' assets most or all of which appears to be apparently in first position. There may be issues on some of the security or there may not. The uncontested evidence appears to establish a valid loan, significant funds advanced and security taken, a contractual remedy of receivership conferred, default and demand with all the requisite notices having been given and the time for response having expired. In addition to all of the usual reasons why it is appropriate to appoint a receiver in this case is the presence of serious allegations of fraudulent behaviour by the debtor – these allegations have not yet been proved, but their apparent merit at least raises the level of concern associated with this enforcement proceeding to the level of satisfying more easily the just and convenient test.
- [6] I was not persuaded that there was any reason to defer the enforceability of this order simply to inform Cavanaugh J. of the fact it was made given the outstanding *Mareva*. A court appointed receiver owes duties primarily to the Court and the Estate, not the appointing creditor in particular. As and when proceeds are gathered in and available for distribution, a critical assessment of the Bank's legal position will be undertaken.
- [7] Order to go as asked, removing any reference to deferring for a time to inform the motions judge on the *Mareva*.



Date: Oct 20, 2026

Sean Dunphy