



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-24-00728550-00CL DATE: December 6, 2024

NO. ON LIST: 5

TITLE OF PROCEEDING: **CANADIAN WESTERN BANK v. CANADIAN MOTOR FREIGHT LTD. et al**

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

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Natasha MacParland Chenyang Li Matthew Howe	Lawyers for the Receiver, Ernst & Young Inc.	nmacparland@dwpv.com cli@dwpv.com mhowe@dwpv.com
Sharon Hamilton	Receiver	sharon.s.hamilton@parthenon.ey.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info


For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] The Receiver was before me today on an ex parte basis, which was entirely appropriate in the circumstances, with substantial evidence that the respondents in this matter are not only ignoring and refusing to comply with this court's orders in this matter, but are in fact actively taking steps to remove assets from the reach of the Receiver (and by extension this court).

- [2] This conduct is wholly unacceptable.
- [3] The Receiver asked for, and I have granted, the attached Substituted Service and Attendance Order (the "SSA Order"), providing for substituted service on the respondents and requiring them to attend at a case conference hearing before me on Monday, December 9, at 12:30 p.m. (by video conference). As contemplated in the SSA Order, that case conference is intended to facilitate the scheduling of a contempt motion or motions in relation to the respondents' disregard of this court's orders.
- [4] I have also signed and attach a Supplemental Asset Recovery Order, intended to expedite and enhance the Receiver's ability to recover the relevant assets, including multiple trucks that have surreptitiously been relocated by one or more respondents. The need to locate and recover those trucks is amplified by virtue of the fact, as the Receiver has advised, the insurance placed for those trucks applies to them as sitting motionless in the Yard, and does not apply to them while moving, such that there is a substantial public safety risk by virtue of the respondents' conduct, over and above the concerns caused by their flouting the orders of this court.



W.D. BLACK J.

DATE: December 6, 2024