

COURT OF APPEAL FOR ONTARIO

BEFORE: ROBERTS J.A.

HEARD: IN WRITING

DISPOSITION OF COURT HEARING:



COURT FILE NO.: M57048; M57111; (COA-26-CV-0405)

TITLE OF PROCEEDING: MARPER HOLDINGS LIMITED v. FOXPARK DEVELOPMENT CORPORATION (CARL STRAND)

DATE RELEASED: JUNE 23, 2026

Carl Strand, acting in person and for the moving party, Foxpark Development Corporation¹
Howard F. Manis and Daniel Litsos, for the responding party receiver, Russo Corp.

Mr. Strand brings this motion, on behalf of Foxpark Development Corporation (“Foxpark”), of which he is the sole director, to set aside this court’s notice of intention to dismiss for delay and to extend the time to perfect the appeal from the March 20, 2026 approval and vesting order of Myers J. regarding the sale of the property formerly owned by Foxpark. Foxpark’s motion for a stay of the approval and vesting order was dismissed by Coroza J.A. on May 6, 2026.

The court-appointed receiver, Russo Corp., brings a cross-motion for directions as to whether leave to appeal is required under s. 193(e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“*BIA*”), and, if so, whether leave to appeal should be granted. As alternative relief, Mr. Strand seeks leave to appeal under the *BIA*.

The approval and vesting order is procedural; as a result, leave to appeal is required under s. 193(e) of the *BIA*: see, for example: *2403177 Ontario Inc. v. Bending Lake Iron Group Limited*, 2016 ONCA 225, 396 D.L.R. (4th) 635. If leave to appeal is not granted, it is unnecessary to consider whether the requested extension should be granted and the dismissal notice be set aside.

I am not persuaded that the justice of the case warrants leave being granted. Foxpark does not meet the test for leave in accordance with the well-established criteria set out by this court in *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONCA 282, 115 O.R. (3d) 617, at para. 29, and followed in subsequent cases of this court:

1. The proposed appeal does not raise any issue of general importance to the practice in bankruptcy or insolvency matters. The approval and vesting order is a run-of-the-mill procedural order for the sale of the property.
2. The proposed appeal lacks merit and appears to be moot. Foxpark’s argument about it being mistakenly described as a federally incorporated corporation rather

¹ For the purposes of these motions, I grant Mr. Strand leave to represent Foxpark.

WARNING: This court’s endorsements are usually provided to the parties only. The endorsements may be subject to a publication ban or other restriction(s) on public access. Those receiving these endorsements are responsible for ensuring any subsequent dissemination by them complies with any applicable bans or restrictions.

than a provincially incorporated one is of no moment: as Myers J. noted in response to the same issue, “all evidence submitted to the courts has included the correct provincial incorporation details of the debtor.” The other grounds of appeal appear to baldly attack the fairness of the approval and vesting motion, the sale process and the sale. Notably, there is no evidence that Mr. Strand or Foxpark was able to redeem the property or to come forward with a buyer willing to pay more money for the property. Foxpark has failed to raise any arguable issues. Moreover, the property has been sold. As this court stated in *Regal Constellation Hotel Ltd. (Re)* (2004), 71 O.R. (3d) 355 (C.A.), at para. 33, “once the vesting order has been registered on title, its attributes as a conveyance prevail and its attributes as an order are spent; the change of title has been effected. Any appeal from it is therefore moot.”

3. Finally, the proposed appeal most certainly would hinder the progress of the bankruptcy proceedings where the property has been sold and the receiver is moving to be discharged.

For these reasons, the motion for leave to appeal, to set aside the registrar’s dismissal notice and for an extension of time to perfect the appeal are dismissed.

The responding party receiver is entitled to its costs in the all-inclusive amount of \$8,773.00.

L.B. Roberts J.A.