SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-25-00741138-00CL **DATE:** June 2, 2026

REGISTRAR: Tenelle Cruickshank

NO. ON LIST: 5

TITLE OF PROCEEDING: MARPER HOLDINGS LIMITED v. FOXPARK DEVELOPMENT CORPORATION

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
James S. Quigley	Counsel for the Applicant, Marper Holdings Limited	jsquigley@szklaw.ca

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Carl Strand	Self-represented	carl@foxparkdevelopments.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Ed Upenieks	Counsel for the Purchasers	eupenieks@lawrences.com
Howard Manis Daniel Litsos	Counsel for the Receiver	hmanis@manislaw.ca dlitsos@manislaw.ca

ENDORSEMENT OF JUSTICE FL MYERS:

1. The Receiver seeks orders:
   a. Approving its activities as set out in the *Fourth Report of the Receiver and Manager of 77 Fox Street in Penetanguishene, Ontario dated May 14th, 2026;*
   b. Approving its fees and disbursements including the fees and disbursements of its counsel;
   c. Approving a further distribution of the funds on hand to those entitled to them in priority subject to maintaining a holdback;
   d. Approving its proposal to assign the debtor into bankruptcy with the Receiver acting as the Trustee in Bankruptcy;
   e. Declaring Mr. Strand to be a vexatious litigant and requiring him to seek leave of a judge before commencing or continuing any further lawsuits involving the people, property, and issues related to this proceeding and his other proceedings on the same issues; and
   f. Approving a process for the Receiver to be discharged and release the holdback. The discharge proposed will contain a release in favour of the Receiver;

Mr. Strand's Responses

2. To come at this efficiently, I start with the concerns raised by Mr. Strand. He raises them in response to all relief claimed although the specific applicability of any of the issues to any of the relief sought is often unclear.
3. I will set out briefly the concerns raised by Mr. Strand. He asked me to give full reasons on each of his issues so that the Court of Appeal can be fully informed in connection with his efforts to seek an extension of time to ask for leave to appeal from the order approving the sale of the debtor's property dated March 23, 2026.
4. I do not intend to repeat Mr. Strand's factum. It is drafted by AI and contains a lot of words but few with any substance. It also contains three cases wrongly cited for propositions that are not contained in the decisions. These appear to be AI hallucinations. Mr. Strand seemed to have no familiarity with that concept.

5. AI is not a lawyer. It is a tool. It is programmed with a bias to give the user what it wants. In this case at least, its legal research and logic skills are not very good. I do not intend to debate with a computer program. I will answer Mr. Strand's points where appropriate to rule on the motions.

6. It was apparent during the hearing that Mr. Strand does not really understand the arguments he was reading to me. He was not able to answer basic questions that went to the heart of two of his submissions. Instead, he asked me to let him finish reading so he did not get confused.

7. I know that Mr. Strand is very hurt and severely prejudiced by the failure of the debtor. He has lost his house on another mortgage to the Applicant too. He told me that he is making every argument he can to defend himself. He believes he is doing so properly. But, unfortunately, he is just relitigating the same complaints over and over again. He relies on the fact that his AI took 23 single-spaced pages of factum to make his points as establishing his seriousness of purpose. Instead, it establishes only that AI can use a lot of words to repeat and repackage things already held against Mr. Strand.

Point No. 1 – Prematurity

8. Mr. Strand's first point is that this motion is premature. He does not want the Receiver to be discharged or released before his motion for an extension of time to seek leave to appeal from the sale approval order is resolved. In fact, the Receiver's proposed order says exactly that. It allows the Receiver to file a certificate implementing its discharge when "all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver."

9. The Receiver cannot certify all matters are completed while an appeal from the sale approval order remains ongoing.

10. Mr. Strand brought a motion for a stay pending appeal of the sale approval order. The stay was denied on April 16, 2026 by order of Coroza JA. On April 22, 2026, the Receiver and the purchaser closed the sale. That too may impact the proposed

appeal. See: *Regal Constellation Hotel Ltd. (Re)* (2004), 2004 CanLII 206 (ON CA), 71 O.R. (3d) 355 (C.A.), at paras. 39-40.

11. Mr. Strand takes several pages to explain his grounds of appeal in his factum to support his prematurity argument. I decline to address that issue as it is for the Court of Appeal.

Point No. 2 – Structural Conflict of Interest

12. Mr. Strand uses the term "structural conflict of interest." That is not a legal term with any meaning. It appears below that it does not mean there is an actual or perceived conflict of interest.

13. At para. 20 of the AI factum, Mr. Strand submits:

> The Supreme Court of Canada in *Strother v. 3464920 Canada Inc.*, 2007 SCC 24 established that the lawyer's structural conflict of interest is itself the wrong.

14. That is the first hallucination. The Supreme Court of Canada said nothing about a "structural conflict of interest" in *Strother*.

15. Mr. Strand says that counsel for the Receiver, Green Advocacy, has acted in three conflicting capacities:

    i. Counsel to the Receiver identified in court filings;
    ii. Author of the Receiver's independent security opinion dated July 13, 2025 on the validity of the Applicant's security; and
    iii. "Vendor's Solicitor" identified in the agreement of purchase and sale in which the Receiver sold the property of the debtor.

16. None of these capacities conflict. In each case Green Advocacy has been acting as independent counsel for the Receiver. Spetter Zeitz Klaiman PC acts for the Applicant creditor. Green Advocacy gave the opinion on the Applicant's security as the Receiver's counsel. That is wholly appropriate.

17. Earlier this year, Manis Law became co-counsel for the Receiver with Green Advocacy. I noted the aptness of a Receiver retaining a barrister with significant Commercial List experience in my March 23, 2026 endorsement.

18. On March 6, 2023, Manis Law provided the Receiver with a second opinion about the priority of the Applicant's security interests in relation to a claim for lien.
19. Mr. Strand relies on an email dated March 6, 2026, in which Mr. Manis introduced himself as being "new to the file." Mr. Strand therefore questions how Mr. Manis could have the expertise to render a security opinion about the Applicant's security just three days later if he was not up to speed on the file.
20. Those two points are not mutually exclusive however. The priority opinion draws on Mr. Manis' skills at analyzing the wording of security documents and his experience and legal knowledge about the intersection of the priority regimes of the *PPSA* and the *Construction Act*. His being new to the file and proposing an introductory call with Mr. Strand has no bearing at all on Mr. Manis' or his firm's expertise to perform a security review.
21. Mr. Strand does not challenge the correctness of the Manis' firm's opinion.
22. What Mr. Strand challenges is that both Green Advocacy and Manis Law adopted the standard assumption in their respective opinions, that:

> …the Debtor has no legal defences against the Secured Party for, without limitation, absence of legal capacity, fraud by or to the knowledge of the Secured Party, misrepresentation, undue influences or duress.

23. Mr. Strand submits that the structural conflict arises because each of the Receiver's counsel assumed away his allegations in an action he commenced in the Superior Court in Barrie on April 12, 2026. This has nothing to do with a conflict of interest between lawyers and their clients.
24. In his new action in Barrie, Mr. Strand sues on his own behalf and on behalf of the debtor corporation although it is in receivership. He sues the Applicant, the principal of the Applicant and his spouse, the second and third mortgagees and their principals (who are also the owners or operating minds of the purchaser), a mortgage broker involved with obtaining the debtor's mortgage loan, and Joanna Russo, the principal of the Receiver.

25. The action was brought concerning the property and Ms. Russo *qua* Receiver despite the provisions of of the initial receivership order precluding lawsuits against the Receiver and the debtor's property except with leave of the court.
26. Mr. Strand also knows that he cannot represent the corporate debtor both because he is not a lawyer and because it is in receivership and only the Receiver speaks for it. Coroza JA allowed Mr. Strand to speak for the debtor before him. Despite the willingness of some judges to hear Mr. Strand, no order has been made in this proceeding or in his Barrie proceeding allowing him to represent the corporate debtor generally.
27. In his Barrie action, Mr. Strand sought a CPL against the former property of the debtor after the sale to the purchaser closed. The CPL was refused by Christie J. who could not make out a cause of action in the claim.
28. All the defendants have requested an order under Rule 2.1 dismissing the new Barrie action as frivolous, vexatious, or an abuse of process.
29. As discussed in the March 23, 2026 sale approval decision, Mr. Strand brought a counterclaim in the Applicant's prior action to enforce the mortgage debt. He sought to set aside the Applicant's mortgage and to claim relief against its principal among others. The mortgage was upheld and the counterclaim was dismissed by order of Healey J. dated February 24, 2025 and reported at 2025 ONSC 1240.
30. Mr. Strand is bound by the judgment granted by Healey J. Yet he has sought to repeat the claim avoiding the mortgage debt and suing Marper and its principal for wrongdoing in lending him money over and over again in this proceeding. J. Dietrich J. told him that this relitigation was inappropriate in her decision dated February 11, 2026 at para. 22 of her endorsements. I also said so on March 23, 2026.
31. The structural conflict it appears starts with the point that the Receiver's counsel acted in three different ways for the Receiver (litigation, the security opinion, and as real estate counsel). Then Mr. Strand says that the Receiver's opinions assume away his lawsuit.

32. Mr. Strand then adds that the Receiver's opinions helped the second and third mortgagees buy the debtor's property. He refers to this as an "insider" deal. However, there is nothing nefarious about subsequent encumbrancers who are out-of-the-money investing in the collateral to take out the senior creditor and protect their investment. Their offer won a fair bidding process. If they did not buy the land, their mortgages would have been worth nothing given that the Applicant is not being paid in full. They presumably determined that if they took out the first mortgagee and other priority creditors, they could finish the project and yield better recovery. That is a business risk they chose to take and they put up money to win the auction to do so.

33. Lawrences Layers has acted for the second and third mortgagees and their purchaser vehicle throughout. They is no hint of an non-arm's length relationship between the Applicant and the subsequent encumbrancer purchasers.

34. None of this alleged "structural conflict" is evidence or even really alleges that the Receiver's counsel has a real or perceived conflict of interest.

Point No. 3 – The Receiver closed the property sale while Mr. Strand's effort to appeal of the sale approval order is outstanding

35. Mr. Strand points to provisions in the agreement of purchase and sale that deferred closing until after appeals of the sale approval order are determined. He ignores that his motion for a stay pending appeal was dismissed. He provides no basis why a vendor and purchaser cannot agree to close their deal whenever they choose to do so. The parties to a contract can agree to change its terms.

36. One can ask what will happen if the Court of Appeal sets aside the sale approval order. It is apparent that the purchaser agreed to take that risk after the stay pending appeal was denied. There was no impediment to the Receiver accepting cash from the purchaser however.

37. I make no comment at all on whether the Court of Appeal could have an issue with parties closing a transaction while an appeal or a motion to extend the time for seeking leave to appeal remains extant.

38. Finally, Mr. Strand raises a concern that the proceeds of the property sale payable to the Receiver were paid into the trust account of the Applicant's lawyers Spetter Zeitz Klaiman PC. This is a reprise of the conflict of interest point above.

39. Mr. Manis advises that his firm does not practice real estate law. The Receiver therefore asked the Applicant's lawyers to close the sale and pay out the priority payables as set out in the sale approval order. The Receiver now has the remainder of the cash.

40. There is no conflict between the Applicant and the Receiver in closing the sale. Nor is there a conflict with the law firm paying out fands as set out in a court order and instructed by the Receiver.

41. To have conflict of interest, client interests must conflict or be inconsistent. An example of a conflict of interest would be the Applicant's lawyer providing a security opinion on the Applicant's security to the Receiver. The Receiver obtains an independent opinion from its own counsel about the validity of the Applicant's security because the Applicant's lawyers owe duties to the Applicant. The Receiver owes duties to all creditors and cannot take an opinion from someone who owes duties to the creditor whose security is under review. Its opinion must be scrupulously independent of the creditor whose security is under review.

42. But it is not a conflict for parties to act in harmony on issues where peoples' interests align. The three roles Mr. Strand ascribed to Green Advocacy are actually not three conflicting roles at all. They are one role. Green Advocacy acts for the Receiver and no one else. There is no conflict of interest.

Point No. 4 – Soundair Integrity Failures

43. Mr. Strand then challenges the approval of the Receiver's sale of the debtor's land on the basis of issues regarding the integrity of the sale. He challenges some of the findings that I made (about the content of the property listing and the errant description of the debtor as being federally incorporated) and he includes some of his assertions already dealt with above (calling the purchaser an "insider" because it is a subsequent encumbrancer).

44. The sale approval order cannot be subject to collateral attack. Only the Court of Appeal can deal with that order now.

The Vexatious Litigant Order Cannot be Brought by a Motion

45. Mr. Strand's next point is that the Receiver's vexatious litigant proceeding must be brought by originating application and cannot be brought by a motion. In his factum, he relies on two Court of Appeal decisions, *Bernard v. Fuhgeh*, 2020 ONCA 529; *Lukezic v. Royal Bank of Canada*, 2012 ONCA.

46. What Mr. Strand's AI missed, however, was that in 2024, Rule 2.2 was added to the *Rules of Civil Procedure*, RRO 1990 Reg 194. Rule 2.2.03 (1) allows a motion for an order to declare someone a vexatious litigant under s. 140 of the *Courts of Justice Act,* RSO 1990 c C.43. The two cases have been overruled or rendered obsolete by legislation.

47. Mr. Strand also complains that there is something wrong with the Receiver having sought a dismissal of his new Barrie action under Rule 2.1 while also seeking relief under s. 140 in this motion. In fact, the proceedings are consistent. The Receiver relies on the Barrie action being frivolous and vexatious as part of its grounds for the vexatious litigant order.

48. The request under Rule 2.1 has yet to be determined by the court in Barrie. I give no effect to the fact that the defendants in Barrie have sought that relief. I do however consider below the Barrie action as part of the background facts relied on for the relief under s. 140.

Point No. 6 – The Receiver's Appointment as Trustee in Bankruptcy Creates a Conflict of Interest

49. Mr. Strand's submits that the Receiver should not be appointed as Trustee in Bankruptcy of the debtor because Ms. Russo is being sued by him in his Barrie action. He did not name Ms. Russo's firm in the action ostensibly to seek an appearance that he was not violating the stay of proceedings as he is not suing the

corporate Receiver *per se*. Yet, for this argument he pierces the veil to submit that his lawsuit against Ms. Russo personally puts the Receiver's body corporate in conflict.

50. Mr. Strand submits that the debtor's claim in Barrie will be property of the bankrupt so that Ma. Russo or her company cannot act as Trustee in Bankruptcy as she may have to sue herself. If the debtor's claim has value, that could possibly be the case. But I have already found that Mr. Strand and the debtor's rights to avoid the mortgage and to claim against the Applicant and its principal have been determined by the enforcement of the mortgage and the dismissal of the counterclaim in the mortgage enforcement action by Healey J.

51. If one wanted to be technical, appointing another Trustee in Bankruptcy could resolve this concern. But there is a countervailing issue. The three mortgagees all want the Receiver to be the Trustee in Bankruptcy. The Receiver has built up knowledge of the debtor. At the creditors' cost, the Receiver already investigated and reported on possible reviewable transactions in its First Report. Its familiarity and knowledge of the facts provides significant efficiency and potential cost savings to the creditors. They do not want to pay twice based on a theoretical conflict arising from Mr. Strand's relitigation efforts.

52. The Receiver is already in a position as an officer of the court. It functions in a role of neutrality among the creditors and stakeholders. That will be no different as trustee. In *Confederation Treasury Services Ltd., Re*, 1995 CanLII 7386)(ON CTGD) at para. 28, Farley J. held that rather than looking for every possibility of conflict, it was appropriate to leverage the historic involvement of a licensed insolvency professional in a case and to appoint it as Trustee in Bankruptcy despite a risk of conflict of interest.

53. If the Trustee in Bankruptcy has a conflict of interest, it must be disclosed to the first meeting of creditors The creditors could then change the trustee. Similarly, if the court appoints a different trustee, the creditors could re-appoint the Receiver

as trustee at the first meeting of creditors. Then Mr. Strand would be left to try to bring a motion to remove the trustee before the Bankruptcy Court.

54. If any of Mr. Strand's motions for an extension of time or, if granted, his motion for leave to appeal or, if granted, the appeal proper is dismissed, the risk of conflict disappears. So too if his new action is dismissed for breach of the stay in the receivership order or under Rule 2.1.

55. While the facts may change and the Trustee in Bankruptcy may have to consider the issue of conflict of interest one day, I do not see that risk as sufficiently real to overcome the creditors' clear desire for the Receiver to act as Trustee in Bankruptcy and the benefit of the Trustee coming to the task with knowledge of the file including its investigation of reviewable transactions.

56. If all it took to remove a Trustee in Bankruptcy was for a debtor or its principal to bring a claim against the Trustee, before the merits of the claim are even tested, a flood of lawsuits would emerge. The mischief of encouraging frivolous or tactical litigation and denying the creditors their chosen Trustees would be palpable.

Point No. 7 – The Release of the Receiver

57. Mr. Strand's seventh point is that the release sought by the Receiver in its discharge order cannot stand. In para. 49 of his factum, his AI writes,

> The Court of Appeal in *Comfort Capital Inc. v. Yeretsian*, 2023 ONCA 282 and the cases following it have established that release language in receivership orders is subject to substantive review based on the specific conduct of the receiver and the specific circumstances of the receivership.

58. The *Comfort Capital* case is a motion decision in which an appellant sought an extension of time. It has nothing to do with a release of a receiver. The word "release" is not mentioned in the case. This is another AI hallucination.

59. Mr. Strand's concern is that the proposed release will end his claims before his appeal and his Barrie litigation are determined.

60. As discussed above however, the discharge cannot be effected until the appeal is resolved. So the release will not be in effect before the Court of Appeal decides the proceedings before it.

61. Equally significant however, is that the wording of the release tracks the wording of the protection of the Receiver already provided in the appointment order dated July 8, 2025. The relevant portion of para. 16 of that order provides that:

> …the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part…

62. The wording in the release sought by the receiver just reiterates this protection. Para. 9 of the draft order provides:

> … is hereby released and discharged from any and all liability that Russo Corp. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Russo Corp. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. …

63. To the extent that the release applies to the claim against Ms. Russo, it does nothing more than reiterate the protection that she already has. It will not by itself end the Barrie claim. Rather, if that claim goes ahead and is related to Ms. Russo's conduct as or on behalf of the Receiver, Mr. Strand already has the burden to establish that she acted with gross negligence or wilful misconduct.

64. The release is salutary. It reminds potential claimants of the protections that exist in case they do not know to look at the initial order appointing the Receiver.

65. If granted, the release adds nothing new.

66. I do not find any of Mr. Strand's seven points meritorious. They took time to read and then to listen to as the gist were read to the court and counsel. They reflect generally a lack of understanding of the issues and legal concepts involved.

67. Mr. Strand does not care about the merit of his points however. He was clear that he has decided to bring every argument he can and to do so repeatedly regardless

of rulings. He sees this somehow as defending himself. It isn't. It is just lashing out at the people whom he blames for putting his business under and taking away his livelihood.

The Receiver's Motions

68. The First, Second, and Third mortgagees all support the Receiver's requests for relief.
69. The Receiver has reported comprehensively about its conduct in its Fourth Report. All steps appear to have been reasonably taken.
70. Among the reasons to approve a receiver's activities, is the hope that it will protect the parties from relitigation. *Hangfen Evergreen Inc. (Re)*, 2017 ONSC 7161 at paras 15-17. I am not sure that will work here.
71. But the other goals of approval, including allowing for supervision of the Receiver's activities and allowing stakeholders' concerns to be raised, are good reasons to approve the activities as sought. I grant the order as requested.
72. The fees and disbursements of the Receiver and its counsel are supported by affidavits as required. The hourly rates sought are within market. The hours sought are higher than the ought to have been. But that primarily lies at the feet of Mr. Strand. His kneejerk opposition to the Receiver at every stage requires added effort in reporting, preparation, and extra time in court.
73. The Applicant as the Plimsol creditor supports the fees sought. I am satisfied that the fees and disbursements sought are reasonable and approve them as sought.
74. The Receiver proposes to distribute funds to pay priority fees and then to the Applicant as the first priority creditor. It will keep a holdback in case the receivership is prolonged.
75. The proposal is reasonable and is in accordance with the law recognizing priorities of creditor claims.
76. The Receiver seeks leave to bankrupt the debtor and to serve as Trustee in Bankruptcy. The initial order appointing the Receiver provides in para. 27 that the order does not prevent the Receiver from acting as Trustee in Bankruptcy for the

debtor. That is not leave to assign the debtor into bankruptcy of course. But it shows the usual expectation that bankruptcy is a possible outcome in an insolvency and it accords with the usual rule that being a court-appointed receiver is not a conflict of interest with being Trustee in Bankruptcy *per se*.

77. Here there is good reason to bankrupt the debtor. First there are possible reviewable transactions. They are not proven as yet. The Trustee will have powers to investigate further as needed and to commence proceedings it determines are appropriate.

78. Bankruptcy arising from this proceeding will likely preserve the date of the initial bankruptcy event from the commencement of this proceeding. Bankruptcy will not start anew after time has run on reviewable transaction proceedings.

79. The Receiver sought leave to bankrupt the debtor in its First Report dated September 8, 2025. It identified several alleged reviewable transactions and misappropriations. It also opined that the realizable value of the debtor's assets was less than its liabilities. That opinion proved true.

80. Kimmel J. previously deferred the request to bankrupt the debtor until the property sale closed. That simplified the conveyancing process. But now there is nothing left but money. The *BIA* provides the scheme of distribution authorized by Parliament under priorities appropriate for an insolvent entity. Some priorities are reversed in bankruptcy. It is appropriate for that to be implemented when a debtor meets the requirements of a bankrupt.

81. Mr. Strand claims that the debtor is not insolvent. It has valuable causes of action he submits. But the realizable value of its assets plainly cannot meet its liabilities. They cannot pay out even the Applicant.

82. For the reasons set out above, I am prepared to authorize the Receiver to serve as Trustee in Bankruptcy. It will be in the same position as any other trustee against whom allegations of conflict may be made. It is up to it as a licensed insolvency professional to act accordingly when or if credible issues arise.

83. Order granted authorizing the Receiver to assign he debtor into bankruptcy and to serve as Trustee in Bankruptcy.

84. As to the request to declare Mr. Strand a vexatious litigant, I find that it is properly made on this motion. While Mr. Strand is not a named party in this receivership, he is a personal guarantor and has participated in this proceeding throughout. He purports to act on behalf of the debtor that is a party. As stated by the Court of Appeal in *Lenczner Slaght LLP v GlycoBioSciences Inc.*, 2025 ONCA 841, s. 140 of the *CJA* reaches the sole officer of a corporation who directs vexatious corporate litigation. Mr. Strand commenced the Barrie litigation on behalf of the debtor in receivership. He submits in his pleadings and orally that he attends on behalf of the debtor (to try to avoid personal liability for costs). In my view when a corporation is used as an arm of a vexatious litigant and is a party to the proceeding, a vexatious litigant order can be sought against the operating mind as well in the proceeding under Rule 2.2.03 (1)(a).

85. Nothing is served by commencing another application against Mr. Strand. He is already before the court. He could be added as a party respondent without any prejudice to him if required.

86. Under s. 140 (1) of the *CJA* the court may find someone to be a vexatious litigant if the person has, "persistently and without reasonable grounds instituted vexatious proceedings in any court or conducted a proceeding in any court in a vexatious manner."

87. Mr. Strand has conducted this proceeding and the Barrie proceeding in a vexatious manner. In his proceeding, he has been warned against making unsubstantiated allegations of wrongdoing against the Receiver by both Kimmel and J. Dietrich JJ. He has glommed on to a technicality in which the Applicant and the Receiver for a time wrongly referred to the debtor as being a federally incorporated company. Both Kimmel J. and I have dismissed this alleged concern. Today, he claims that the debtor does not exist because of the same errant characterization. He simply will not take "no" for an answer. He repeats yet again today his allegation that the

sale was tainted by an error concerning zoning made by the real estate broker in its listing form. I dealt with that too on March 23, 2026. Mr. Strand's refusal to have regard to the decisions of the court and his stated goal to bring every possible claim at all times is vexatious conduct.

88. He has brought the same claims in three proceedings: his counterclaim before Healey J., his claim in Barrie, and his positions here. I find he is ignoring decisions of the court to harass and run up costs of the parties opposite. He cannot reasonably believe that the points he continues to raise are meritorious after judges find against him. His adding spouses and Ms. Russo to the Barrie action are the kind of "rolling forward" and expansion of claims seen in vexatious litigants who relitigate. He also persists in unsuccessful appeals. He tried to appeal the order of J. Dietrich J. approving the Receiver's first two reports to the court and its interim fees. He opposes and appeals whether the relief sought is consequential or inconsequential.

89. I agree with the Receiver, these facts make out most of the factors in the leading case on s, 140 *Lang Michener Lash Johnston v. Fabian*, [1987] O.J. No. 355 (Ont. H.C.).

90. The Receiver has also been measured in the relief it seeks. It asks to require Mr. Strand to seek leave to proceed only in respect of the people he has sued to date and issues related to the issues in this proceeding.

91. I do not agree with Mr. Strand that this order stops him in his tracks from seeking justice. No one has the right to bring frivolous or vexatious claims or to abuse others and the court's process by bringing the same claims over and again despite a court finding that they are not meritorious. That is not justice. But, the requirement for leave to proceed is a very low hurdle if Mr. Strand has a just claim that is not abusive relitigation and that he can support with reference to valid causes of action and evidence. The leave requirement imposes very little cost, time, or inconvenience for a person who can show he has a serious issue to be tried that has not been dismissed already.

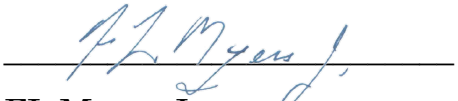
92. I grant the order sought declaring Mr. Strand to be a vexatious litigant with consequential relief under s. 140 of the *CJA*.

93. The only thing remaining in this receivership proceeding is the outcome of the effort to appeal the sale approval order and to distribute the last funds being held back by the Receiver.

94. Rather than requiring yet another motion for a discharge, the Receiver asks to approve a process for its discharge now. The process requires it to file a certificate confirming that all steps are completed. As discussed at the very outset above, that includes the appeal process. As the outcome of the appeal with be an order, there will not be any real judgment to be exercised by the Receiver in filing its certificate or waiting for next steps as the court(s) order. The process is quite administrative in content. No one is prejudiced by the order sought and saving money and an unnecessary court hearing are both valid reasons to assist.

95. I grant an order approving the proposed discharge process and payment of the holdback at the time as sought. As discussed above, I make the salutary order of a release tracking the limited liability of the Receiver under its appointment order.

96. The Receiver seeks costs of $20,000 against Mr. Strand. He responds that he is acting for the debtor that has no funds. Coroza JA held him liable in costs while expressly granting leave for Mr. Strand to represent the debtor before him. There is no doubting that Mr. Strand is the person causing the parties to incur costs on unnecessarily lengthened and unnecessary proceedings. He is the person relitigating his issues. The debtor is in receivership. It is not carrying on business and has no activity. In my view it is fair and reasonable for costs of this motion to be paid by Mr. Strand. I fix the costs at $10,000 all-inclusive payable by Mr. Strand to the Receiver alone.



FL Myers J.

Justice FL Myers Digitally signed by Justice FL Myers
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