



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ ENDORSEMENT FORM**

COURT FILE NO: CV-24-00725570-00CL DATE: MAY 30, 2025

NO. ON LIST: 01

TITLE OF PROCEEDING: **EISEN TRUSTEE, MELVYN v. WOODINGTON ESTATES INC. et al**

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

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Harvey Chaiton Gary, Counsel	Applicant: Eisen, Trustee, Melvyn	harvey@chaitons.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Nicole Maragna, Counsel	Lien Claimant: Silvio Construction	nmaragna@bianchipresta.com
David T. Ullmann, Counsel	Respondent: Woodington Estates Inc.	dullmann@blaney.com
Langley Douglas Drew, Counsel	Respondent: Turf Care Products Canada Limited	dlangley@wvllp.ca
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**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info

**ENDORSEMENT OF JUSTICE W.D. BLACK:**

- [1] A full-day motion was scheduled - by Steele J. in her endorsement of April 2, 2025 - to proceed before me in this matter (with which I have had previous involvement) on June 27, 2025. The motion was framed as a motion to allow the receiver ("Receiver"), currently appointed over WEI (this endorsement will use this and other terms as defined in the materials) to undertake a sales process relative to the lands and golf course at issue in this case.
- [2] Justice Steele in her endorsement confirmed a timetable for the exchange of materials and for cross-examinations (if required).
- [3] It is worth noting that the Receiver was initially appointed over only WEI because, at the time of the application, the security held by the applicant appeared to be limited to the Real Property.
- [4] On May 9, 2025, the Receiver learned that the applicant had discovered a general security agreement ("GSA") executed by WMI in favour of Mr. Eisen. The applicant proceeded to file a motion record containing a fresh as amended notice of motion for the appointment of AGI as receiver over WMI and 785, and an affidavit sworn by Mr. Eisen on May 13 attaching a copy of the newly discovered GSA.
- [5] The Receiver has since received from Gowlings (who acted for Joseph Chetti when he (via entities he controlled) purchased the Real Property and the Golf Club in January of 2019), a letter from Gowlings to Mr. Eisen enclosing various executed closing documents, including a copy of the GSA.
- [6] It is clear that the surfacing of the WMI GSA somewhat expands and changes the nature of the hearing that was scheduled for June 27. Among other things, the Receiver, while still seeking approval of a sales process (which is opposed by the respondent WEI), is also now seeking the appointment of AGI as an equitable receiver over WMI and 785 as alternative relief.
- [7] There is a debate among the parties as to who bears responsibility – or who bears what degree of responsibility – for the late emergence of the WMI GSA.
- [8] The respondent WEI asserts, as its first position, that the applicant is primarily or solely responsible for the late appearance of the WMI GSA, and that I ought to exclude the WMI GSA from the record.
- [9] I decline to do that. It is not clear to me that responsibility for the late surfacing of the WMI GSA is not shared, and in any event, it strikes me as a document that is relevant to this matter going forward.
- [10] WEI's second position is that the motion ought to be adjourned, for at least three reasons.
- [11] First, Mr. Ullman for WEI argues that the applicant's office had at least two months to review their records – and took all of that time – such that fairness requires that the respondent have a like amount of time to respond to the changed circumstances.

[12] Second, WEI argues that there is no prejudice to the applicant (and the Receiver) to wait until the fall, and that the golf course, as one might expect, is booked up with various events through the summer that ought not to be disrupted.

[13]

[REDACTED]

[14] The applicant and the Receiver took issue with all three arguments.

[15] In my view, which I expressed to the parties, a hearing during the week of July 14 represents a reasonable compromise, and so I have booked the matter for a full day on July 15, 2025.

[16] On that basis, the parties agreed to a schedule between now and the return of the motion, as follows:

(a)

[REDACTED]

- (b) The Turf Care motion is to be delivered by June 10, 2025;
- (c) The respondent's responding materials are to be delivered by June 13, 2025;
- (d) If there is a CCAA application (which I am told is being contemplated by the respondent), reply material is to be delivered by June 20, 2025;
- (e) Written interrogatories of the Receiver are due by June 23, 2025;
- (f) Cross-examinations (Mr. Chetti, Mr. Eisen and possibly a representative of Windsor Private Capital Limited Partnership and a representative of Turf Care), on June 25-26, 2025;
- (g) Factums of the moving parties by July 7, 2025;
- (h) Delivery of factums from responding parties by July 11, 2025; and
- (i) As noted, the full day hearing on July 15, 2025.

[17] The Receiver and I have received certain additional medical information concerning Mr. Chetti's condition today (May 30), ahead of schedule. It is clear that that information demonstrates that Mr. Chetti has a legitimate and significant medical concern.

[18] I was asked by Mr. Ullman during the hearing [REDACTED] to allow for Mr. Chetti's cross-examination to proceed on the basis of written interrogatories. Counsel opposite advised that they would be prepared to agree to examine Mr. Chetti remotely, or even to come to his residence [REDACTED]

[19]

[REDACTED]

[20] In the circumstances, I direct, provisionally, that the examination of Mr. Chetti may proceed by Zoom (or other agreed remote platform), or at a location (within reason) of Mr. Chetti's choice. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[21] Mr. Chatton for the applicant asked that I also include, as terms of the adjournment, that AGI be allowed to monitor receipts and disbursements of the respondents and that only ordinary course business expenditures are to be permitted pending the determination of the motion. Mr. Ullman resists these terms. On balance the terms strike me as fair and reasonable, and I order them. There is benefit to maintaining the status quo pending the disposition of this matter.

[22] Parties made additional representations about positions they wish to assert, and about costs. In my view those matters are best left to the hearing of the motion itself.



W.D. BLACK J.

RELEASE DATE: JUNE 2, 2025