

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAM HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

October 14, 2014

Despite the above argument of MS
Kallorwan, I do not see any savings for
relief sought by Foremont. The settlement
agreement was superseded by the
new agreement, which was superseded
by the stay in the initial order. Foremont
has filed a new claim in the CCA
proceeding and there is no basis for it
to jump the queue. Moreover, there is an
arbitrated arbitral process in which
the new claimants may pursue their
claims. I am advised that if proven,
the claimers will be paid in full ahead
of the mortgage.

Aug 25 / 13

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

MOTION RECORD

BIANCHI PRESTA LLP
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario L4K 0A4

Domenic Presta (9255501P)

(905) 738-1078 (tel)
(905) 738-0528 (fax)

Lawyers for the moving parties, Foremont
Drywall Inc., 1382479 Ontario Inc.,
1382479 Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying on
business as Foremont Drywall Contracting

2.

There is no point at this time in presenting
a brief of fact claim to proceed against
Inman J. on his wife. If the claim is proven
in the arbitration, it will be paid. If it is not
proven, there would be no claim. Either way,
I would be a waste of money and time to proceed
now with the brief of fact claim.

Motion dismissed.

No costs are requested.

Dred T.