

Court File Number: CW-18-602019-0001

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

CLJ Everest LTD, by its Court Appointment Receiver & manager, GRANT
THORNTON LIMITED Plaintiff(s)
AND

Martin McCready

Defendant(s)

Case Management ☐ Yes ☐ No by Judge: Chiappetta

Counsel	Telephone No:	Facsimile No:
Mark van Zandvoort		
Martin McCready (in person)		

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
☐ Adjourned to: _____
☐ Time Table approved (as follows): _____

Grant Thornton Limited (Receiver) in its capacity as the court-appointed receiver and manager of CLJ Everest Ltd seeks summary judgment against the defendant Martin McCready (McCready). The Receiver's claim arises from McCready's failure to complete a sale transaction pursuant to which 5043 Mount Nemo Crescent in Burlington Ontario (the Mount Nemo Property) was to be sold by CLJ Everest to McCready pursuant

Jan 11 2019
Date

Chiappetta
Judge's Signature

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Judges Endorsment Continued

to an Agreement of Purchase and Sale dated April 12, 2017. McCready failed to complete the underlying transaction. The Receiver was required to undertake a court-approved sale process for the listing, marketing and sale of the Mount Nemo Property (the Sale Process). The Receiver ultimately sold the Mount Nemo Property for a purchase price 1.25M less than the purchase price contained in the McCready APS. The Receiver's claim for damages includes the shortfall in the purchase price as well as the carrying costs which the Receiver incurred during the Sale Process until the Mount Nemo Property was ultimately sold to a third party.

Mr. McCready filed no evidence in response to this motion. His statement of defence is simply a bald denial, without facts or detail. There are no

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defences pleaded. The pleading does not raise a genuine issue requiring a trial (Rule 20 of the Rules of Civil Procedure, *Hymanick v Mauldin* [2014] S.C.J. No 7 at paras. 44-68).

The Receiver has provided the court with detailed evidence of its willingness and intention to complete the transaction with Mr McCready, Mr. McCready's breach, and the resulting damages as particularized.

The record before me clearly indicates that there is no genuine issue for trial and that summary judgment is appropriate.

I have reviewed the costs outline of the plaintiff certified January 11, 2019. I find the time spent as detailed and the rates charged as described to be reasonable.

Judgment to issue in accordance with