

HYPERLINK INDEX

Total Links: 0

Link Summary:

at 7755 Hurontario Street, Brampton ON L6W 4T6
(Court office address)

**AMENDED SUPPLEMENTARY
DOCUMENT OF THE APPLICANT****Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
49 Highmore Avenue
Bolton, ON L7E 1V9
Tel: (647) 615-4370
serafinaferrante@gmail.com

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia Professional Corporation
212 - 4000 Steeles Ave. W.
Woodbridge, ON L4L 4V9
Tel: (416) 213-7450 ext. 2301
Fax: (905) 850-8086
david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2
Tel: (647) 992-6874
rferrante@rogers.com

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

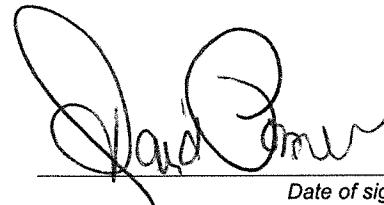
Margaret Barnes
30th Street Legal
146 Thirtieth Street
Toronto, ON M8W 3C4
Tel: (647) 989-2637
margaret@30streetlegal.com

AMENDED SUPPLEMENTARY DOCUMENT BRIEF OF THE APPLICANT

Tab No.	DATE OF DOCUMENT	NATURE OF DOCUMENT
1.	February 28, 2022	Request for Information of the Applicant
2.	March 16, 2022	Request for Information of the Applicant
3.	April 5, 2022	Request for Information of the Applicant
4.	November 2022	Request for Information of the Applicant
5.	December 15, 2022	Transcript of Questioning of Rino Ferrant
6.	April 20, 2022	Affidavit – Rino Ferrante
7.	February 18, 2022	Affidavit – Rino Ferrante
8.	June 19, 2023	Affidavit – Lisa Corlevic
9.	February 23, 2022	Affidavit – Rino Ferrante
10.	March 2, 2023	Affidavit – Lisa Corlevic
11.	February 21, 2023	Affidavit – Serafina Ferrante
12.	August 16, 2023	Affidavit – Serafina Ferrante
13.	September 23, 2019	Recognizance of Bail -- Rino Ferrante

July 31 2025

Signature



Date of signature

ONTARIO

Superior Court of Justice

(Name of court)

at 7755 Hurontario Street, Brampton ON L6W 4T1
Court office addressCourt File Number
FS-22-00102481-000

Form 20: Request For Information

Applicant(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Serafina Ferrante 33 Country Stroll Crescent Bolton, ON L7E 2H3 Tel: (647) 615-4370 serafinaferrante@gmail.com	David Pomer Pomer & Boccia Professional Corporation 212 - 4000 Steeles Ave. W. Woodbridge, ON L4L 4V9 Tel: (416) 213-7450 ext. 2301 Fax: (905) 850-8086 david.pomer@pomerandboccia.com

Respondent(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Rino Ferrante 58 Harvest Moon Drive Bolton, ON L7E 2L2 Tel: (647) 992-6874 rferrante@rogers.com	Margaret Osadet 100 Richmond Street West Suite 414 Toronto, ON M5H 3K6 Tel: (416) 251-5900 margaret@osadetlaw.com

TO: (name of party) Rino Ferrante

This is a request for information in writing under subrule 20(3) of the Family Law Rules.

I request that the information be provided within 15 days by:

- an affidavit from (name of person[s])
 a letter from (name of person[s])
 (Other; specify.)

Rino Ferrante with copies of disclosure requested

The information that I am requesting is as follows: (Be as specific as possible. If you want more than one piece of information, number the requested pieces of information.)

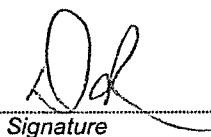
1. Full and comprehensive dealings and all back up suggesting the Applicant breached the October 4, 2019 Separation Agreement.
2. Full particulars and all back up proving the Applicant did not sign the renewal agreement in 2021.
3. Full particulars that the Applicant was presented with title papers from the solicitor and any emails attached thereto confirming that the Applicant would not execute transfer of title from the Applicant and Respondent to the Respondent.
4. Executed renewal of mortgage extension as of March/April, 2021 and written acceptance by the mortgagee.

5. Confirmation of the whereabouts of the monies required by the mortgage broker to obtain a new mortgage with Home Trust.
6. Full copies of the new mortgage commitment from Home Trust and all communication/emails confirming that the Respondent had accepted the new mortgage renewal with Home Trust, including all the terms of the said new mortgage and all the conditions.
7. Copies of any new mortgage commitment that was done by the Respondent to pay out the first mortgage with the existing mortgagee, Effort Trust as of March/April, 2021 and March/April, 2022 without the signature of Serafina Ferrante.
8. Copies of any renewal agreement without the name of Serafina Ferrante and for a new mortgage with the name of Rino Ferrante and Mary Ann D'Alberto.
9. Any written emails from the Respondent to the Applicant confirming the Applicant would be responsible for one-half the penalty of \$60,000.00.
10. Appraisals and letters of opinion as to an appraised value of the property of 58 Harvest Moon Drive as of October 4, 2019.
11. Full proof of any documents given to the Applicant by the Respondent as to the value of \$800,000.00 as of the date of execution of the agreement.
12. All emails and correspondence from Home Trust in March/April, 2021 as to the value of 58 Harvest Moon Drive.
13. Name of appraiser and phone number along with a signed Direction to confirm the value of the property as of March/April, 2021.
14. Full amounts paid directly to the Applicant by the Respondent for child support for the two children plus copies of all e-transfers to prove the amount of child support for the two children, being Matteo and Luca Ferrante.
15. Copies and proof of the value of 58 Harvest Moon Drive as of today's date.
16. Proof of all monies paid by the Mary Ann D'Alberto to the Respondent and /or third parties from October 4, 2019 to present date.
17. Proof and copies of all bank statements with respect to payments made on behalf of Matteo and Luca to a separate bank account.
18. Proof and all back up of where the Applicant was required to renew the mortgage in March/April, 2021 or March/April, 2022, including any correspondence or emails.
19. Proof of any payments made with respect to child support or contribution to the house, being 58 Harvest Moon Drive from September 1, 2019 to October 4, 2019 including but not limited to e-transfers, third party payments and all bank statements for the months of September and October, 2019, proving payments to the Applicant and/or third parties with respect to mortgage payments, utilities and child support.
20. The exact date when Mary Ann D'Alberto moved into the premises of 58 Harvest Moon Drive.

21. Whereabouts of the Applicant's gold, Social Insurance card, Luca's birth certificate, passport, church certificate and vaccination certificate.
22. Proof of the second mortgage being cleared on or before March, 2021.
23. All correspondence between lawyers and mortgage companies and bank statement of where the money came from.
24. Proof of the property being listed in March, 2021.
25. Proof and all backup of all assets given to the Applicant before the date of execution, being October 4, 2019.
26. Proof and all back up of all liabilities given to the Applicant before execution of the Separation Agreement on October 4, 2019.
27. Proof of the balance of the \$40,000.00, being the last \$20,000.00 paid to the Applicant on or before March, 2021 or thereafter.
28. Proof and admittance by the Respondent of taking \$7,000.00 from the Bank of Montreal in or about September, 2021 and a copy of the bank statement reflecting the balance of the joint bank account.
29. Proof of any monies taken out by the Applicant as of the same date the Respondent took the \$7,000.00 from the joint bank account at the Bank of Montreal.

IF YOU DO NOT PROVIDE THE INFORMATION AS REQUESTED,

- (1) A SUMMONS MAY BE SERVED ON YOU, REQUIRING YOU TO BE QUESTIONED ABOUT IT; OR
- (2) A MOTION MAY BE MADE TO THE COURT FOR AN ORDER REQUIRING YOU TO PROVIDE THE INFORMATION AND YOU MAY BE ORDERED TO PAY THE COSTS OF THE MOTION.


Signature

February 28, 2022

Date of signature

Lisa C Corlevic

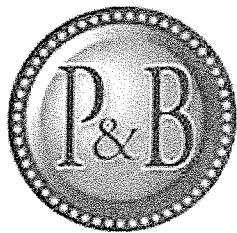
From: Lisa Corlevic
Sent: Monday, February 28, 2022 1:23 PM
To: Margaret Osadet
Subject: Ferrante v. Ferrante
Attachments: REQUEST FOR INFORMATION RE-FERRANTE.pdf

Dear Ms. Osadet:

Attached please find our client's Request for Information, served upon you pursuant to the *Family Law Rules*.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

Lisa Corlevic

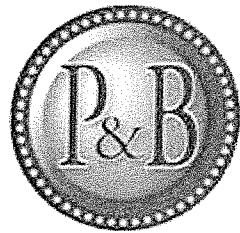
From: Lisa Corlevic
Sent: Monday, February 28, 2022 1:24 PM
To: 'serafinaferrante@gmail.com'
Subject: Ferrante v. Ferrante
Attachments: REQUEST FOR INFORMATION RE-FERRANTE.pdf

Hi Serafina:

Attached please find a copy of the Request for Information sent to Rino's lawyer for your file.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or **Direct Line: (905) 663-1453**
Fax: (905) 850-8086

ONTARIO

Superior Court of Justice

(Name of court)

at 7755 Hurontario Street, Brampton ON L6W 4T1
Court office addressCourt File Number
FS-22-00102481-000

Form 20: Request For Information

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

TO: (name of party) Rino Ferrante

This is a request for information in writing under subrule 20(3) of the Family Law Rules.

I request that the information be provided within 15 days by:

- an affidavit from (name of person[s]) Rino Ferrante with copies of documents
- a letter from (name of person[s]) _____
- (Other, specify.) _____

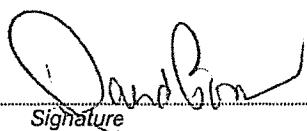
The Information that I am requesting Is as follows: (Be as specific as possible. If you want more than one piece of information, number the requested pieces of information.)

1. How many nights a week does the youngest son, Luca Ferrante, stay overnight at the father's principal residence
2. How many nights has the youngest son spent overnight at the father's residence from the date of separation.
3. Any proof to confirm that the youngest child resides at least 50% of the time with the father.

4. How many meals has the father prepared for the youngest son since the date of separation other than the normal Sunday day visits.
5. Contact person at St. Michael's high school in Bolton.
6. Address of where the T4 is sent by CRA with respect to the youngest son, Luca.
7. The person who gets the child tax benefit and if received by the father, copies of various cheques received from the government.
8. The address recognized by St. Michael's school as to the address of Luca.
9. The address of where the school bus picks up Luca everyday and if different than the mother's address of 33 Country Stroll Crescent, kindly advise.
10. Confirmation of where his friend, Luca Pellegrino, picks up Luca Ferrante when Luca does not take the school bus.
11. Address where the driving school, All Star, picks up Luca for driving lessons.
12. Address where the boss of Royal Town Construction drops off Luca after work.
13. Address where Amazon delivers parcels ordered by Luca.
14. Address where Skip The Dishes delivers food for Luca, when ordered.

IF YOU DO NOT PROVIDE THE INFORMATION AS REQUESTED,

- (1) A SUMMONS MAY BE SERVED ON YOU, REQUIRING YOU TO BE QUESTIONED ABOUT IT; OR
- (2) A MOTION MAY BE MADE TO THE COURT FOR AN ORDER REQUIRING YOU TO PROVIDE THE INFORMATION AND YOU MAY BE ORDERED TO PAY THE COSTS OF THE MOTION.



A handwritten signature in black ink, appearing to read "David L. Brown".

Signature

March 16, 2022

Date of signature

ONTARIO

Superior Court of Justice
 (Name of court)
at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
FS-22-00102481-000

**Form 20: Request For
Information**

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

TO: (name of party) Rino Ferrante

This is a request for information in writing under subrule 20(3) of the Family Law Rules.

I request that the information be provided within 15 days by:

- an affidavit from (name of person[s]) Rino Ferrante with copies of documents
 a letter from (name of person[s]) _____
 (Other, specify) _____

The information that I am requesting is as follows: (Be as specific as possible. If you want more than one piece of information, number the requested pieces of information.)

1. Evidence and all backup documentation with respect to the sworn Financial Statement of February 12, 2022.
2. Evidence and all backup documentation for the period of March, 2021 where the Applicant refused to sign the mortgage documentation releasing Effort Trust, that will all be relied on at trial by the Respondent.

IF YOU DO NOT PROVIDE THE INFORMATION AS REQUESTED,

- (1) A SUMMONS MAY BE SERVED ON YOU, REQUIRING YOU TO BE QUESTIONED ABOUT IT; OR**
- (2) A MOTION MAY BE MADE TO THE COURT FOR AN ORDER REQUIRING YOU TO PROVIDE THE INFORMATION AND YOU MAY BE ORDERED TO PAY THE COSTS OF THE MOTION.**



Signature

April 5, 2022

Date of signature

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 20: Request For Information

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

TO: *(name of party)* Rino Ferrante

This is a request for information in writing under subrule 20(3) of the *Family Law Rules*.

I request that the information be provided within by Nov.30/22 days by:

- an affidavit from *(name of person[s])* _____
- a letter from *(name of person[s])* _____
- (Other, specify.)* _____

The information that I am requesting is as follows: (Be as specific as possible. If you want more than one piece of information, number the requested pieces of information.)

1. Income Tax Returns with all schedules for the years 2019, 2020 and 2021.
2. Notice of Assessment for the year 2021.

IF YOU DO NOT PROVIDE THE INFORMATION AS REQUESTED,

- (1) A SUMMONS MAY BE SERVED ON YOU, REQUIRING YOU TO BE QUESTIONED ABOUT IT; OR
- (2) A MOTION MAY BE MADE TO THE COURT FOR AN ORDER REQUIRING YOU TO PROVIDE THE INFORMATION AND YOU MAY BE ORDERED TO PAY THE COSTS OF THE MOTION.

Form 20: Request For Information

(Page 2)

Court File Number
FS-22-00102481-000



Signature

November 24, 2022

Date of signature

TAB 5

Court File No. FS-22-00102481-000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

SERAFINA FERRANTE

Applicant

- and -

RINO FERRANTE

Respondent

This is the Questioning of RINO FERRANTE, the Respondent herein, taken via Video Conference with the offices of Network North Reporting & Mediation on December 15, 2022.

A P P E A R A N C E S :

David Pomer for the Applicant

Margaret Osadet for the Respondent

Serafina Ferrante Observing

December 15, 2022

RINO FERRANTE - 2

1

2

3

4

TABLE OF CONTENTS

5

6

INDEX OF EXAMINATIONS:

7

Rino Ferrante; AFFIRMED 4

8

EXAMINATION BY MR. POMER 4

9

10

11

12

INDEX OF EXHIBITS

13

14

	Exhibit No.	Description	Page No.
--	-------------	-------------	----------

15

A	Home Trust mortgage commitment	142
---	--------------------------------	-----

16

	letter	
--	--------	--

17

B	Pat Dowling e-mail dated March	142
---	--------------------------------	-----

18

	11, 2021	
--	----------	--

19

C	Separation agreement	142
---	----------------------	-----

20

D	Effort Trust mortgage renewal	146
---	-------------------------------	-----

21

	contract	
--	----------	--

22

E	Text message timed at 4:48	152
---	----------------------------	-----

23

24

25

1

2

3

INDEX OF UNDERTAKINGS

4

5

Undertakings are found on the following pages:

6

18, 39, 43, 67, 72, 85, 86, 93, 96, 101, 189, 210, 227, 228, 264

7

8

INDEX OF REFUSALS

9

Refusals are found on the following pages:

10

9, 10, 16, 105, 212, 214, 215, 216, 226, 233

11

12

13

INDEX OF UNDER ADVISEMENTS

14

Under advisements are found on the following pages:

15

42, 82, 132, 151

16

17

18

19

20

21

22

23

24

25

1 Rino Ferrante; AFFIRMED

2 EXAMINATION BY MR. POMER:

3 --upon commencing at 9:33 a.m.

4 MS. OSADET: What I'm trying to say is that I
5 can assist by sharing things to the screen because each
6 participant can. So if you need something specific I
7 will share it to the screen so everyone can see it and
8 that's all I wanted to say before we went on the record.

9 Good morning. It's Margaret Osadet speaking. I
10 asked to go on the record because before I could finish
11 my statement I was cut off by Mr. Pomer. This is his
12 examination. I'm done for the moment. Thank you.

13 BY MR. POMER:

14 1 Q. Mr. Ferrante, do you have any documents in
15 front of you?

16 A. No. I don't.

17 2 Q. Is there a reason why you do not have any
18 documents in front of you because you knew you were
19 going to be examined on virtually every aspect of this
20 case between us. How did that come to be that you don't
21 have any documents, sir?

22 MS. OSADET: Do not answer that question. Mr.
23 Pomer, as I just was explaining on the record, I'm going
24 to share the documents to Mr. Ferrante via share screen
25 on Zoom. Perhaps the --

1 MR. POMER: That's fine. That's fine. Counsel,
2 this is my examination.

3 MS. OSADET: Thank you.

4 BY MR. POMER:

5 Q. I'm going to take you now, sir, to the
6 separation agreement that you were relying on between
7 yourself and Ms. Ferrante.

8 A. Okay.

9 MS. OSADET: For the record I'm going to be
10 bringing that up; that document.

11 MR. POMER: This is going to take a long time
12 this way. I don't know why. There is hundreds of
13 documents I wanted him to have in front of him.

14 MS. OSADET: Well, if you learn to share screen
15 you could have been prepared to do it. Here is the
16 separation agreement. What part do you want him to go
17 to? Direct us, please.

18 BY MR. POMER:

19 Q. Counsel, it's my examination. I'm going to
20 ask him questions as I see fit. I'm taking you back to
21 this. Do you recall what date it was signed?

22 A. It was signed. You got to scroll down. I
23 can't see. October 4th. There were three people that
24 signed it.

25 Q. Why do you think there was no signature of

1 a lawyer on behalf of Ms. Ferrante?

2 A. Because she -- she had her own lawyer and
3 then she got rid of it and we did our own agreement.

4 Q. I'm suggesting to you, sir, that at the
5 time you signed it were you on any bail provisions, sir?

6 A. The only bail I was I wasn't allowed at my
7 house.

8 Q. You were out of the house at that time?

9 A. Yes.

10 Q. The date you signed the agreement on
11 October 4th?

12 A. Yes. I was out, yes.

13 Q. Now, I'm taking you back because I will be
14 able to have the proper witness at a trial that will
15 confirm yes or no to your answers so I'm asking you what
16 date was your mortgage payment for October? Do you
17 recall dates you had to pay it or what the mortgage said
18 itself?

19 A. I don't recall. I have to look back at my
20 file and see when it was but it might be October 1st. I
21 got to check.

22 Q. Would it be fair to say that your payments
23 were always due on the 1st and they're still on the 1st,
24 sir?

25 A. I can't recall. I got to look. Like I said

1 I have to look at my --

2 MR. POMER: I need an undertaking by you to
3 tell me what date your mortgage payments were due each
4 and every month during the term of the mortgage. Do I
5 have that?

6 MS. OSADET: You do not need an undertaking. We
7 can look at the mortgage document.

8 BY MR. POMER:

9 Q. No. You know what? This is going to take
10 days and is very expensive and I'm not going to do this.
11 This is a simple question, Mr. Ferrante?

12 A. And I'm giving you a simple answer.

13 MS. OSADET: Excuse me, Mr. Ferrante. Mr.
14 Ferrante -- excuse me, Counsel.

15 MR. POMER: I'm asking you. I need an
16 undertaking.

17 MS. OSADET: Excuse me, Counsel.

18 BY MR. POMER:

19 Q. It's my examination. I'm asking for an
20 undertaking. If you don't know the answer you will give
21 me an undertaking. Is that okay, Mr. Ferrante, or no?

22 MS. OSADET: Excuse me. Counsel decides whether
23 or not undertakings will be given; not the witness.
24 First of all for the record Mr. Ferrante answered in the
25 first instance he believes it was October 1st but he

1 would have to confirm by looking at the mortgage
2 document. Counsel, Mr. Pomer, has asked for an
3 undertaking. It is an unnecessary use of my client's --

4 MR. POMER: Is that a yes or a no, Counsel?

5 MS. OSADET: I am not finished.

6 MR. POMER: Counsel, is that a yes or no? I'm
7 not going to go into a speech.

8 MS. OSADET: Excuse me.

9 MR. POWER: It's either a yes or a no on the
10 undertaking.

11 MS. OSADET: It's not a yes or no. I'm telling
12 you --

13 MR. POMER: Yes. It is.

14 MS. OSADET: Excuse me, Mr. Pomer. Please stop
15 interrupting me.

16 MR. POMER: It's my examination.

17 MS. OSADET: Please stop.

18 BY MR. POMER:

19 Q. I'm asking for an undertaking; not a
20 speech from you, Counsel. I'm not asking for a speech. I
21 just want to know are you going to give me an
22 undertaking because we can't have the time to go through
23 every document; you finding it. It will not work. If
24 your client is not prepared I'll take it to a judge.

25 I'm asking him a simple question: What date do

1 you pay your mortgage?

2 MS. OSADET: He answered the question.

3 BY MR. POMER:

4 14 Q. What is the date? The first of the month;
5 is that the answer?

6 A. Right now or previously?

7 15 Q. On or about the date of the separation,
8 sir. October 2019.

9 A. Like I say once again I have to go and
10 look on my phone and see when it came out on the
11 mortgage because I don't recall. That's we're talking
12 about three years ago.

13 MR. POMER: I understand that so I need that
14 undertaking, Counsel. Do I get it; yes or no?

15 MS. OSADET: No.

16 --refusal

17 BY MR. POMER:

18 16 Q. That's a refusal. Fine. Now, I'm
19 suggesting to you, sir, that when you were outside the
20 house because of your criminal proceedings what was your
21 charges, sir, that you were involved in?

22 A. I got charged for --

23 MS. OSADET: Before your answer how is this
24 relevant?

25 MR. POMER: It's relevant for the aspect of

1 duress.

2 MS. OSADET: No. You'll have to give me more
3 than that. How is it relevant?

4 MR. POMER: I don't have it. It's either a yes
5 or a no.

6 MS. OSADET: Don't answer the question.

7 --refusal

8 BY MR. POMER:

9 Q. I'm suggesting to you at the time of
10 October 1st how long were you out of the house? We'll
11 bring a motion. No problem.

12 MS. OSADET: You can answer that question; how
13 long you were out of the house.

14 THE DEPONENT: Well, September 1st when I got
15 charged so it was a month. A month and a bit.

16 BY MR. POMER:

17 Q. Did you make the September 1st payment
18 when you were out?

19 A. Yes. It came out my account, yes.

20 Q. Okay. I'm asking you now, sir, how about
21 the October 1st payment, sir?

22 A. It came out of the same account. What
23 date --

24 Q. Did it come out on time or you stopped the
25 payment or didn't put money in?

1 A. No. No. No. No. There was always money
2 in. The mortgage got paid. It was never got defaulted or
3 nothing. It got paid.

4 Q. Did you ever tell your wife you wouldn't
5 pay the payment of the mortgage unless she signed the
6 agreement?

7 A. No. I never said that.

8 Q. If you didn't say it was that factual that
9 did the payments go out? I understand the payments were
10 finally made by you but at the time the payment was
11 required did you not have money in the account or the
12 payment was not being made on time? That's the question.

13 A. I don't -- at that time I have to look at
14 my statement but I know -- I'm not too sure.

15 Q. I need an undertaking. This is very
16 important with respect to duress. It's our position that
17 you stopped the mortgage payment in order for her, Mrs.
18 Ferrante, to sign the mortgage.

19 A. No. I didn't --

20 MR. POMER: I'm asking you to get your records
21 to see when the September payment 2019 actually cleared
22 the bank and the October. I need that undertaking from
23 you.

24 THE DEPONENT: If you give me a minute I can
25 go --

1 MS. OSADET: Wait. Wait. Wait. Wait. Mr.
2 Ferrante, when Counsel Palmer asks for an undertaking I
3 respond to that, okay? Okay. And just so we're clear if
4 you don't understand what Mr. Pomer asks you ask him to
5 clarify.

6 I will undertake to give you the bank
7 statements that Mr. Ferrante is referring to from
8 September and October 2019.

9 MR. POMER: That's not the undertaking I asked
10 for and if you refuse that's fine. I want you to confirm
11 whether the payments were made on time pursuant to the
12 mortgage or were they delayed before the actual
13 agreement was signed on October 4th. So now --

14 THE DEPONENT: No.

15 MS. OSADET: Wait. Wait wait. Stop, Mr.
16 Ferrante.

17 MR. POMER: That would be your September. When
18 it cleared the September and when the October payment.

19 MS. OSADET: Mr. Pomer, so we're really clear
20 I'm going to refuse every undertaking you ask me for
21 that you and your client are capable of getting
22 yourself. So, for example, you --

23 MR. POMER: Hold on.

24 MS. OSADET: Please listen to me.

25 MR. POMER: Don't give me a reason why.

1 MS. OSADET: Please listen to me. I'm trying to
2 save you time.

3 MR. POMER: You're not saving me time. If you
4 want to refuse every undertaking it's up to you. I'm
5 asking. It's my examination.

6 MS. OSADET: Okay. I'm going to put on the
7 record why I'm refusing. I'm putting on the record why I
8 am refusing you.

9 MR. POMER: You don't have to put it on the
10 record.

11 MS. OSADET: Yes. I do. Yes. I do. I need to
12 make a contemporaneous record of why I'm refusing and
13 the reason is --

14 MR. POMER: You don't have to. Counsel --

15 MS. OSADET: Oh, my --

16 MR. POMER: You're destroying and prohibiting
17 me from continuing because you said to me you were going
18 to object to everything. That's fine. I don't want a
19 reason; just an objection. Let the judge answer why. You
20 can tell him at that time.

21 MS. OSADET: I have a right to protect the
22 record. I think I have an obligation to do it.

23 BY MR. POMER:

24 Q. This is my examination. It's my
25 examination. You don't have to give me reasons why. It's

1 either a yes or a no. I don't want an answer. I didn't
2 ask for it and I don't want it.

3 Now, sir --

4 MS. OSADET: Wow.

5 BY MR. POMER:

6 25 Q. -- I'm suggesting to you that you made it
7 difficult on the family because Mrs. Ferrante just
8 before she signed it you had told her that you weren't
9 going to pay the mortgage. You were going to lose the
10 house. Could that be correct, sir, in any fashion?

11 A. I don't remember.

12 26 Q. I understand you don't remember but could
13 that possibly happen at that time? Could that have been
14 a possibility?

15 A. I don't remember. We're going back three
16 years so I don't remember.

17 27 Q. Would there be any reason why the payment
18 of the mortgage wouldn't be made on time in
19 September-October? Would there have been any proper
20 reason to have stopped the payment?

21 A. I don't know. I never did.

22 28 Q. So your answer is you never stopped the
23 payment or did you make the payment late for
24 September-October?

25 A. I don't know. I have to look at my file.

1 MR. POMER: Am I going to get that undertaking
2 to see if any payment was late for September-October?
3 Counsel, I'm going to ask you that.

4 MS. OSADET: You've already asked for an
5 undertaking on this. I don't understand why you're
6 asking again. And you have refused to let me put on the
7 record an answer to your --

8 MR. POMER: No. I don't want a reason why.

9 MS. OSADET: Here we go. No. You know what?

10 MR. POMER: I don't want a reason.

11 MS. OSADET: I'm not going to give you any
12 undertakings.

13 MR. POMER: I don't want a reason why. It's
14 either a refusal or not. Your reason is up to you. So
15 tell that to the judge on the motion. You'll tell that
16 to the judge on the motion. He'll determine if it's a
17 proper question or not. You can respond at that time to
18 any motion brought by Mrs. Ferrante.

19 MS. OSADET: Are you done?

20 MR. POMER: I want to know if you're refusing
21 my question the undertaking I've asked for or not.

22 MS. OSADET: I am putting on the record that
23 every time I try to answer Mr. Pomer he cuts me off. He
24 just wants a yes or no answer and so I am handcuffed
25 into complying with this person otherwise he will just

1 talk over me.

2 In the interest of having this questioning
3 proceed I will answer yes or no and I will make notes of
4 my reasons. Mr. Pomer, I will not give you that
5 undertaking because you can get the information --

6 --refusal

7 MR. POMER: Refusal. Thank you. Thank you.

8 MS. OSADET: -- yourself.

9 MR. POMER: I don't want a speech on every time
10 I ask for an undertaking. It will take five days, ten
11 days. It's either a yes or a no. Either you --

12 MS. OSADET: Mr. Pomer, stop telling me off.

13 Ask your question.

14 MR. POMER: Counsel, it's my examination.

15 MS. OSADET: Ask your question.

16 BY MR. POMER:

17 29 Q. Please let me conduct my examination
18 without you interfering. If it takes ten days it will
19 take ten days and I will ensure that it takes ten days.

20 Now, sir, the day before the agreement was
21 signed did you block the driveway in any capacity?

22 A. I don't remember.

23 30 Q. I'm suggesting to you, sir, that you
24 didn't want her to leave until she signed the agreement.
25 Could that have been a possibility?

1 A. No. I don't remember.

2 Q. But could that have been? If Mrs. Ferrante
3 said that's what happened would you believe her or not
4 or does she lie to you at all times?

5 A. I don't know. Possibly.

6 Q. Thank you, sir. Do you recall that she
7 paid for a moving van?

8 A. I don't know that.

9 Q. And you blocked the moving van from
10 picking up the goods until the agreement was signed?
11 Could that have been a possibility, sir?

12 A. No. Not at all.

13 Q. You didn't block her at all, sir?

14 A. No. No. No. No. Keep going. I want to hear
15 this bullshit now. Yeah. Moving van? No. No. No. I'd
16 like to hear this. Okay. I want to hear.

17 Q. Did you block her at any time from taking
18 goods out of the house including her bedroom?

19 A. No because I got cameras at this house
20 here so I can prove anything that you like, sir.

21 Q. Okay. So I need an undertaking --

22 A. We're going to play this --

23 Q. Okay. Sir, sir --

24 A. No. No. No. No.

25 MS. OSADET: Okay. Mr. Ferrante, Mr. Ferrante

1 --

2 BY MR. POMER:

3 38 Q. Sir, if you have a camera --

4 MS. OSADET: -- calm down.

5 BY MR. POMER:

6 39 Q. It's my examination on his answers. You
7 say you can prove it. I want you to undertake to provide
8 the camera date at the time that she brought the moving
9 van.

10 A. I would like, too, from your end --

11 MS. OSADET: Mr. Ferrante, I answer
12 undertakings.

13 THE DEPONENT: Jesus.

14 MS. OSADET: Yes. If he says he has the camera
15 footage we will make best efforts to obtain it and
16 provide it to you. 100 percent.

17 --undertaking

18 BY MR. POMER:

19 40 Q. Mr. Ferrante, you said you have the proof?

20 A. I got -- I got security cameras. I got to
21 go see if I can go back that far back.

22 41 Q. You said, sir --

23 A. Does your -- does she have proof? Does she
24 have a picture of me blocking the van?

25 42 Q. It's my examination.

1 A. No. No. No. No. I'm asking you a
2 question now. Does she have proof that I was blocking
3 the van?

4 MS. OSADET: Mr. Ferrante, you cannot ask
5 questions of Mr. Pomer. Please, okay? Answer the
6 question. Mr. Ferrante, if you need a break, take a
7 break but you have to answer the questions, okay?

8 THE DEPONENT: I know I have to answer the
9 question, yeah. I got to check my camera and see if I
10 can go back that far back for you.

11 BY MR. POMER:

12 43 Q. But you said you have the proof, sir?

13 A. Oh, God. I didn't say it properly. So I
14 have to check my -- my recorder and see if I can go that
15 far back for you because I'm just finding out now that
16 you're saying that I blocked a van from her moving out
17 when I'm not allowed to be here.

18 MR. POMER: Counsel, can you make sure your
19 client answers my questions and don't give speeches?
20 Can you at least tell him that?

21 MS. OSADET: Mr. Pomer, I just told him that.
22 Ask your next question.

23 BY MR. POMER:

24 44 Q. Now, sir --

25 A. No. No. No. No. I want to add one more

1 thing to that. For blocking -- blocking this cube van
2 that you're saying or whatever I do have a witness that
3 I wasn't even near the house when Serafina was moving
4 out. No. No. There we go. She wants to play; we're going
5 to play.

6 45 Q. You have that?

7 A. Yeah. I have --

8 46 Q. Will you provide that for me, sir?

9 A. There is two witnesses. Yeah. I got two
10 witnesses for that.

11 47 Q. And who are those witnesses, sir?

12 A. Who are the two witnesses? It's going to
13 be Christina Chiefari Ferrante and Michael Chiefari
14 Ferrante because they live in the basement.

15 48 Q. Who are these people that live in the
16 basement, sir?

17 A. Who are they? Family.

18 49 Q. Whose family are they?

19 A. They're my family. And they've been --
20 they've been living in the house --

21 50 Q. How long have they lived in the basement
22 for, sir?

23 A. I don't know. You can ask your client that
24 question. I don't remember.

25 51 Q. How long have they lived in the basement?

1 A. I got no idea. I don't remember.

2 52 Q. You don't remember anything. Have you been
3 prepared for this properly, sir?

4 A. No. I'm just fly as I go.

5 53 Q. Do they pay rent?

6 A. No. They don't pay rent.

7 54 Q. Have they ever paid rent?

8 A. No. They haven't, no. I'm not --

9 55 Q. How many people live in the basement, sir?

10 A. Two people.

11 56 Q. How big is your basement, sir?

12 A. I don't know.

13 57 Q. Roughly, sir?

14 A. I got no idea. I got to go measure.

15 MR. POMER: Approximate. Then you undertake.

16 You're going to undertaking to give me the measurements.

17 THE DEPONENT: Okay. I undertake to --

18 MS. OSADET: No. No. First of all, please, Mr.
19 Ferrante. Counsel, ask me for the undertaking so the
20 client knows it's for me.

21 MR. POMER: I have to ask him the undertaking.

22 It's up to you to determine if you say yes or no. If he
23 says no that's fine.

24 MS. OSADET: Mr. Pomer -- Mr. Pomer --

25 MR. POMER: I asked the undertaking. I don't

1 care who answers it.

2 MS. OSADET: Mr. Pomer, you should care because
3 it's for me to answer as counsel for Mr. Ferrante. Okay.

4 MR. POMER: I'll ask it generically and you can
5 decide.

6 MS. OSADET: No.

7 MR. POMER: He says he's --

8 MS. OSADET: Can we go off record, please? I'm
9 going to take a break.

10 MR. POMER: No. I don't want to go off record,
11 no. I'm not going off record.

12 MS. OSADET: Yes. We're taking a break. Mr.
13 Ferrante, we're taking a break.

14 --break at 9:54 a.m.

15 --upon resuming at 10:00 a.m.

16 BY MR. POMER:

17 58 Q. Mr. Ferrante, how long were you in jail
18 for?

19 A. How long I was in jail for?

20 59 Q. Yes.

21 A. Which jail? The cop jail or in prison
22 jail? Which one?

23 60 Q. I don't know which one. It's just how long
24 were you in total in jail for?

25 A. In jail. Let's see.

1 MS. OSADET: Are you talking about presentence
2 custody or was he convicted of something? What are you
3 getting at?

4 BY MR. POMER:

5 61 Q. My questions are simple. How long were you
6 in jail in total?

7 A. Well, there's two different jails. There's
8 the jail in the police station or jail, jail. Which one?

9 62 Q. Give me both then, sir?

10 A. Jail in the police station was six hours
11 twice and then I went in jail, jail I think for one
12 night. Yeah. One night.

13 63 Q. Did you have probation not to come near
14 your house?

15 A. It was probation for not coming to the
16 house was one and the other probation was not to talk to
17 Serafina.

18 64 Q. Did you get charged with a breach of the
19 bail?

20 A. I got charged but they got thrown out.

21 65 Q. I understand. I understand it got thrown
22 out but did you ever breach your bail, sir? I understand
23 that you did attend at the residence; is that correct?

24 A. I attended the residence on the -- on the
25 city side, yes. Off the property, yes.

1 66 Q. No. Your criminal charges had been dealt
2 with. I understand that but I'm asking you during your
3 breach, sir, did you ever attend at the residence?

4 A. No. I never was on the residence. I was on
5 the city side.

6 67 Q. At the residence?

7 A. No. I wasn't at the residence. I was on
8 city -- I was on city property.

9 68 Q. City property in front of the house?

10 A. Yes. In front of the house, yes.

11 69 Q. And that was while you were on probation?

12 A. Yes. Yes.

13 70 Q. And that's why you were charged?

14 A. No. I got charged because your client said
15 that I went into the house so that's why I got charged.

16 71 Q. What was your provisions, sir?

17 A. Not to enter the property. I was allowed
18 on the street. I was allowed in front of my house. I
19 wasn't allowed on the property.

20 72 Q. What were you doing in front of the house,
21 sir?

22 A. Visiting my kids.

23 73 Q. Do they have cellphones?

24 A. Yes. They have cellphones, yes. They do.

25 74 Q. And I understand that the car was blocked

1 on your instructions and did you come by car, sir?

2 A. No. I came with a company van and yes. I
3 recall I did -- I had the company van on the boulevard
4 of the driveway and I was talking to my kids.

5 Q. Would that have blocked the moving van
6 coming in or out where you were parked?

7 A. That time there there was no moving van
8 when I came to visit my kids. So you have to get that
9 date from your -- from your client and get the date when
10 I got arrested and tell me -- no. No. You guys figure it
11 out and then you let me know exact date when the moving
12 van was there and you tell me that's when I got
13 arrested.

14 Q. I'm suggesting to you that --

15 A. No. I'm -- I'm telling you.

16 MS. OSADET: Mr. Ferrante, let Mr. Pomer put
17 the suggestion to you. He's allowed to do that and you
18 just answer to the best of your ability.

19 BY MR. POMER:

20 Q. I'm suggesting, sir, that before the
21 agreement was signed that you had put your vehicle,
22 whether it was a company vehicle or your own vehicle,
23 blocked the driveway. She couldn't get in or she
24 couldn't get out or she couldn't have a moving truck
25 come in. Could that be the possibility, sir?

1 A. No. I brought my van, yes, to see the
2 kids. Not blocking her in or blocking her out. There was
3 lots of room for her to get out. I didn't block her in.

4 Q. Where you parked your truck did it block
5 the driveway in any sort, sir?

6 A. No. It blocked half of the drive. There
7 was still an entrance to go in and out.

8 Q. So it blocked half. So if it blocked half
9 why did you block the driveway, sir?

10 A. Because I came to visit my kids but I was
11 on the boulevard.

12 Q. I'm suggesting to you that by blocking
13 half the driveway a moving van couldn't come in or out
14 if you had blocked it; is that correct?

15 A. A moving van -- if I blocked half of the
16 driveway could a moving van come in? Again, we're going
17 to go back to this. You got to -- when I get the date I
18 got arrested from your client that's the day when the
19 moving van came. So you got to figure out what date that
20 was because I did not block in no moving van.

21 Q. But your evidence is quite clearly that
22 you blocked half the driveway for whatever --

23 A. When my -- when I was talking to my kids
24 when I came over to visit and that's when I got arrested
25 because your client said I came into the house and I got

1 arrested and then after that date there --

2 Q. I --

3 A. No. I'm going to finish. After that date
4 there when I got arrested because your client said that
5 I went to the house my contract got changed that I
6 wasn't allowed 400 metres from the house completely.

7 So -- and then since then I never came to the
8 house and I never got arrested for the breach. So for
9 your question over there for the moving van if I was
10 breaking the breach your client would have called the
11 police and I would have got arrested on my fifth breach.
12 Next question.

13 Q. You had five breach charges, sir?

14 A. Yes because your client -- you want to
15 know what your client did? What I'm going to do with
16 her? She stole my cellphone number. She pretended to --
17 she got somebody to pretend to be me to steal my number
18 and then I had to help her because, you know, I was
19 still -- I still -- yeah.

20 Yeah. Keeping looking that face over there. I
21 have proof of everybody. Then when everyone's -- with
22 her I had to help her out because she was crying that
23 she was sorry and --

24 MR. POMER: Counsel, can you ask him only to
25 answer my question? We'll be here all day.

1 THE DEPONENT: No problem. I got other things
2 to do.

3 MR. POMER: I think it's a point of respect for
4 my client's --

5 THE DEPONENT: I got proof that I got --

6 MS. OSADET: Mr. Ferrante, Mr. Ferrante. First
7 of all --

8 THE DEPONENT: I want to finish. He's trying to
9 ask me a question and I'm telling him the whole story.
10 He wants to know the whole detail so I'm --

11 MR. POMER: I don't want a story. Counsel, can
12 you tell him --

13 THE DEPONENT: But I'm telling you everything
14 what goes with it. What do you want to know? You want to
15 know why --

16 MR. POMER: I just want --

17 MS. OSADET: Mr. Ferrante, Mr. Ferrante, please
18 stop. Please stop. Two things. One; it's your witness so
19 you need to control him and I will happily help if you
20 need my help, Mr. Pomer. That's no problem.

21 MR. POMER: It's my examination.

22 MS. OSADET: Please do not interrupt me.

23 Please. See; now I've forgotten. Mr. Ferrante, try to
24 answer the question that Mr. Pomer asks. If you do not
25 understand it ask him to repeat it, okay? Thank you very

1 much. And please if you notice any person on this Zoom
2 making a face --

3 MR. POMER: I don't know what a Zoom is.

4 MS. OSADET: Excuse me, Mr. Pomer. Please, do
5 not make a comment about it, okay? Just focus on
6 answering the question. Thank you.

7 BY MR. POMER:

8 84 Q. Sir, do you recall when you half blocked
9 the driveway what date that would have been?

10 A. That I don't know. That I have to look at
11 my police report when I got arrested. That I don't
12 remember.

13 85 Q. Would it have been before or after you
14 executed the separation agreement I believe of October
15 4th? Would it have been before or after?

16 A. It should be I got arrested before that.
17 Or no. After. No. Sorry. It was -- it should be --

18 86 Q. Sir.

19 A. Yeah?

20 87 Q. Did you ever personally stand in front of
21 Ms. Ferrante's vehicle to stop her? Did you ever do
22 that?

23 A. No.

24 88 Q. And if I showed you a picture, sir, in my
25 possession that you were in front of the car with your

1 hand up blocking the vehicle would you still say you
2 don't remember or it's not true; the picture?

3 A. Can I see the picture? I want to see the
4 date. I want to see the date and time of that picture.
5 How does that sound?

6 89 Q. I don't have a date on this picture.

7 A. So you can't use that picture because
8 there's no --

9 90 Q. All I have is --

10 MS. OSADET: Mr. Ferrante --

11 BY MR. POMER:

12 91 Q. All I have is a moving van truck that came
13 here and the picture of you I believe holding up your
14 hand blocking the vehicle. Could that have been a
15 possibility, sir?

16 A. No. It's not because you're --

17 MS. OSADET: Mr. Ferrante, Mr. Ferrante, before
18 you answer the question I'm going to object to it
19 because my friend is talking about a picture he hasn't
20 disclosed to me. So I think before you ask any questions
21 about the picture you need to give me the picture.

22 MR. POMER: I'll send you, Counsel, the
23 picture. There are two pictures I have. We'll go on and
24 we'll get to it. I'll send it to you.

25 MS. OSADET: Yes. We'll get back to that.

1 BY MR. POMER:

2 Q. If the picture suggests that you were in
3 front of Mrs. Ferrante's vehicle why would you be in
4 front of the vehicle, sir?

5 A. I don't get the question.

6 MS. OSADET: Okay. We're not asking any
7 questions --

8 BY MR. POMER:

9 Q. Why would you -- why would you --
10 MS. OSADET: We're not answering any questions
11 about the picture until we've seen it.

12 MR. POMER: Fair enough.

13 MS. OSADET: Okay? Move on to a different area
14 and we'll come back to it.

15 MR. POMER: We're going to move on. We're going
16 to the same first paragraph of the agreement.

17 MS. OSADET: Hang on. I'll bring it up.
18 Paragraph one.

19 THE DEPONENT: This is funny. Okay. I want to
20 hear this. It says that I gave her \$10,000 --

21 MS. OSADET: Mr. Ferrante, please do not just
22 make commentary.

23 THE DEPONENT: Yeah. I'm talking to myself.
24 Yeah. Sorry.

25 MS. OSADET: You're a witness in a court

1 proceeding so please respect the process and please if
2 you're finished reading paragraph one let me Mr. Pomer
3 know and he will ask his question.

4 BY MR. POMER:

5 Q. Sir, would it be fair to say in your
6 charges of assault that you were not allowed to attend
7 the address of the matrimonial home. Would that be
8 correct?

9 A. Yes.

10 Q. Why would you be, if you're still on
11 probation, the charges had not been dealt with, why
12 would you be at the matrimonial home at the time just
13 before the date of the execution of the agreement?

14 A. Why --

15 MS. OSADET: Before --

16 THE DEPONENT: Sorry. The question you're
17 asking me is that I was at the house?

18 BY MR. POMER:

19 Q. When were you first charged? Let's set it
20 out. When were you charged?

21 A. September 3rd I was charged the first time
22 for assault.

23 Q. And would it be fair to say that your
24 probation or your terms of release were that you
25 couldn't attend at the address of the matrimonial home?

1 Would that be fair, sir?

2 A. Yes. Yes.

3 98 Q. When did these terms that you couldn't
4 attend at the residence when did they finish?

5 A. When they finish is when I had to go court
6 and get everything all settled.

7 99 Q. When would that have been, sir, more or
8 less?

9 A. That would have been a year after. I don't
10 know. I'm not too sure. I had to go to court.

11 100 Q. So what you're saying to me is that from
12 September 2019 until you finalized the case, a year
13 after, the terms of your probation you were not to
14 attend the address of the matrimonial home?

15 A. Yes.

16 101 Q. And yet you did so?

17 A. Yes because the -- yes. Just because we
18 went through this ten years ago for the same thing.

19 102 Q. So you're telling me that notwithstanding
20 the terms of your release you still attended at the
21 house?

22 A. One time to speak to her like I said. This
23 happened ten years ago for the same excuse. I went one
24 time to go talk to hear and she didn't want to talk and
25 then that's when I left.

1 103 Q. So what were you talking about when you
2 attended the residence? You said you wanted to go there
3 to talk. What did you want to talk about?

4 A. Because she said she wanted a divorce. So
5 I just wanted to confirm that she wanted a divorce or
6 not because like I said this is the second time that we
7 were doing this regarding about fucking and swinging
8 other people, other couples because we -- we fucked
9 other couples. She fucks guys and girls and I fuck
10 girls, too.

11 MR. POMER: Counsel, can you tell him not to --
12 THE DEPONENT: We're swingers.

13 MR. POMER: -- give speeches? Again, Counsel, I
14 just want him to answer the question.

15 MS. OSADET: To be honest, Mr. Pomer, you've
16 asked the question over and over again and I'm not sure
17 where you're going with it and you're talking about this
18 criminal bail charge and, you know, you're saying this
19 is so important to your issue of duress so I'm letting
20 you, you know, ask the questions but, you know, what is
21 the question you want him to answer?

22 MR. POMER: It's very simple when I ask a
23 question, Counsel. It's just that he wants to put in
24 other information to make my client look bad. That's not
25 what the question said. I've been very liberal based on

1 our relationship ourselves. So all I asked him is a
2 simple question and I want a simple answer.

3 I don't want the history of the relationship.
4 That's not what was asked and it's not fair for your
5 client to give answers which is on record and if I have
6 to go to the judge with the answers I'll let him
7 determine if it's a fair and proper answer. That's all.

8 MS. OSADET: Mr. Pomer, I asked you if you
9 could please repeat the last question.

10 BY MR. POMER:

11 104 Q. Would it be fair to say, sir, before the
12 agreement was signed, notwithstanding your bail
13 provision not to attend the residence, you attend at the
14 residence, the matrimonial home contrary to your bail
15 provisions; is that correct?

16 A. Yeah. I was in and out of the house. Yes.
17 I got breached because I was --

18 MS. OSADET: Mr. Ferrante, he's just wanting to
19 know whether or not you breached the bail voluntarily by
20 attending the house and you answered yes. That is the
21 answer. Please give us the next question.

22 BY MR. POMER:

23 105 Q. You also said in your last answer that you
24 went in and out of the house; is that correct?

25 A. No. No. I didn't say I went in the house.

1 Your client said I went in and out of the house.

2 106 Q. You said also that you went in and out of
3 the house?

4 A. No. I never said that. Your client said
5 that I went in and out of the house. And if you don't
6 believe me you should ask the lady that's recording.

7 MS. OSADET: Okay. Mr. Ferrante, please.

8 BY MR. POMER:

9 107 Q. Hold on. As of September do you say the
10 marriage was over, sir?

11 MS. OSADET: Before we go on when you give a
12 month can you give a year, too, so that we know what
13 you're talking about?

14 BY MR. POMER:

15 108 Q. 2019. That's a valid thing. 2019. Did you
16 --

17 A. No. I didn't think -- I didn't think the
18 marriage was over.

19 109 Q. Did you make any child support payments as
20 of September of 2019?

21 A. Yes. The day when she moved out I gave her
22 \$300 or \$250 and I paying my kids \$200 in separate
23 accounts.

24 110 Q. But before she moved out did you make any
25 payment to her whatsoever?

1 A. For those two weeks that she was in the
2 house?

3 111 Q. Yes.

4 A. I don't recall.

5 112 Q. Well, it's important. You don't recall.

6 That's fine. I need an undertaking for you to determine
7 if any payments were made from the time that you were in
8 jail or charged until the time the execution of the
9 agreement was made. Did you --

10 A. No. She had -- no. I didn't make no
11 payment. She had all -- she was using all the funds in
12 the account so I don't know what he's -- what he's
13 asking.

14 113 Q. Just answer my question, please. Did you
15 make any voluntary payments to pay the mortgage or child
16 support or grocery money, sir?

17 A. When I was in jail how am I going to pay
18 if I'm in jail? I don't get this question. It's a joint
19 account. It's -- it was a joint account.

20 114 Q. Did you make any payments at all?

21 A. It's a joint account. We had a joint
22 account.

23 115 Q. Sir, did you make any payments yourself?

24 A. Our -- we had a joint account. Our money
25 went into a joint account so that's my answer to you. My

1 money went to a joint account.

2 116 Q. I understand that but did you take any
3 money out? Sorry. Did you make any payments yourself
4 voluntarily from the time that you got arrested until
5 the time she moved out?

6 A. No. I took my -- my RSP money out, yes.

7 117 Q. So you did take money out?

8 A. I took -- I took my own income tax return
9 back, yes.

10 118 Q. I understand you took money out of the
11 joint account at the Bank of Montreal for your use
12 leaving no balance to pay the September 2019 payment.
13 Would that be correct, sir?

14 A. No. It's not. I just -- I took my money
15 out of the account because your client took all the
16 money out of the account so I took my money.

17 119 Q. I'm asking you to give me an undertaking --

18 A. And I'm giving you an answer. I've giving
19 the answer why I took money out.

20 MR. POMER: Counsel, I need an undertaking for
21 him to provide the bank statements for that time being
22 September-October 2019.

23 THE DEPONENT: Why can't your client do it? She
24 has them.

25 MS. OSADET: Mr. Ferrante, please.

1 THE DEPONENT: I don't know if I can do that.

2 The account -- I don't know --

3 MS. OSADET: Mr. Ferrante, please mute yourself
4 when I'm speaking. Just to confirm, Mr. Pomer, you're
5 asking for an undertaking for copies of the account that
6 was used by the parties in September and October 2019;
7 is that right?

8 MR. POMER: To verify the statements made under
9 oath by your client. That's correct because he says he
10 doesn't remember. So I'm entitled. I believe it's a
11 fair, relevant question to get his undertaking to prove
12 if he's telling the truth or not because he says he
13 doesn't remember anything.

14 MS. OSADET: It's fine. I will get you the
15 joint account statements but I think you're looking at
16 them. I think you're looking at them and you haven't
17 provided them to me which I find shocking.

18 --undertaking

19 BY MR. POMER:

20 Q. You said yes, Counsel. That's it. Thank
21 you.

22 Why did you take money out of the joint
23 account at the Bank of Montreal during September 2019?
24 Why did you take it out, sir?

25 A. Because your client wanted to take all the

1 money out and I have proof on text that her sister told
2 her to take all the money out of the account. So I --

3 121 Q. Did you take the money out first, sir?

4 A. Huh? No. No. No. No. The text said that
5 she asked her sister and her sister goes -- to take
6 everything out of the account.

7 122 Q. Sir, sir --

8 A. I'm telling you, sir.

9 123 Q. You're not answering. Counsel, I'm asking
10 a fair question and he refuses -- -

11 A. The only reason she texted that to me is
12 because that money belonged to --

13 MS. OSADET: Mr. Ferrante, Mr. Ferrante, stop.

14 You know what, Mr. Pomer? You should be putting the
15 statement to him. You should be putting the statement to
16 him and you're not and you --

17 MR. POMER: Counsel --

18 MS. OSADET: I'm not done. I'm not done, sir.

19 You complain about him not being prepared or having the
20 file in front of him but you have financial disclosure
21 there that you have not provided to me. These parties
22 have a joint account. You're clearly looking at your
23 table and so you are putting specific questions to
24 him --

25 MR. POMER: Counsel, I'm not looking at any

1 table. I'm not looking at any table, Counsel, so don't
2 put words in my mouth. I'm referring to an affidavit of
3 my client only of September 22nd, 2022; nothing else.
4 That's what I'm referring to.

5 MS. OSADET: Fine but you're asking my client
6 about documents that are in the possession of your
7 client and you have not properly prepared for this
8 examination by bringing all of these documents that you
9 want to ask questions about. Your client should have
10 provided them so no.

11 MR. POMER: No. No. No. No. If he doesn't
12 remember he can find it. He's got the ability, Counsel.
13 And he is saying he just doesn't remember. If he doesn't
14 remember I'm accepting that. I want an undertaking to
15 provide the proper answers. It's relevant and if you
16 decide to refuse it I'll take it to the judge on a
17 motion. We'll determine what he says. I'm going to ask
18 the question again.

19 MS. OSADET: Mr. Pomer, you don't need to tell
20 me about a motion for refusals, etcetera. I know what
21 the next step is. Thank you. So just to confirm you want
22 us to get the joint bank account statements and you have
23 that undertaking, sir. We'll do that for you.

24 MR. POMER: No. That's not the undertaking. I
25 want an undertaking from you to say when you took out

1 money from the joint bank account in September 2019 and
2 tell me what was the balance in the account after you
3 took out the money from the account. That's what I'm
4 asking.

5 MS. OSADET: Well, then for that we'll take it
6 under advisement and he'll make best efforts to recall
7 that memory and we'll do that. So we'll take it under
8 advisement. Thank you.

9 --under advisement

10 MR. POMER: What does that mean? You're not
11 going to provide me a proper undertaking? It's all about
12 duress, Counsel. It's very relevant. So I'm suggesting
13 that he answer the question because it's our position
14 for the record that the bank account was drained by Mr.
15 Ferrante. He has the right to dispute the allegation.
16 That's why I asked him to find out and you still want to
17 take it under advisement?

18 MS. OSADET: Well, now I have a question. You
19 referred to a bank account. What bank account are you
20 referring to?

21 BY MR. POMER:

22 124 Q. The joint bank account. I believe they
23 only had one at the Bank of Montreal. I'll ask. Did you
24 have more than one bank account, sir?

25 A. I have a -- I have a savings account,

1 yeah.

2 125 Q. Did you have more than one joint bank
3 account?

4 A. I just answered your question. I had a
5 savings account.

6 126 Q. I didn't ask that question, sir. Did you
7 have more than one joint bank account?

8 A. Yeah. I had a savings account.

9 127 Q. How many joint bank accounts do you have
10 with Mrs. Ferrante?

11 A. None. One.

12 128 Q. That's the one I'm referring to. What bank
13 account was it, sir, and where?

14 A. BMO.

15 MR. POMER: BMO. That's correct. It's very
16 simple. Your counsel wanted me to ask what bank account
17 that I was referring to. It's the BMO joint bank account
18 and they only had one. So do I have that undertaking,
19 Counsel, or not?

20 MS. OSADET: Yes.

21 --undertaking

22 BY MR. POMER:

23 129 Q. Are you aware if Ms. Ferrante took any
24 amount of money from the bank account in September 2019?
25 Are you aware --

1 MS. OSADET: He can't answer questions about
2 what Mrs. Ferrante did or did not do.

3 BY MR. POMER:

4 130 Q. Well, he said or he alleged it was taken
5 out. So I'm asking are you aware, sir, if she took out
6 any money from the joint bank account?

7 A. She took her own money out of the account.
8 Her own government money out.

9 131 Q. Did she take any of your money out, sir?

10 A. No. She didn't -- she didn't take it out
11 of mine because her sister told her not to take it
12 because she would have got charged for -- for stealing
13 somebody's -- stealing money.

14 132 Q. So your answer was she didn't take any
15 money out except her own. Now, who would have normally
16 paid for the mortgage?

17 A. Both of us. Our money all goes into the
18 account. She did all the -- she did all the billing.
19 She's the one who did all the payments.

20 133 Q. I'm asking you now, would it be fair to
21 say that by taking out the money from the bank account
22 would there be any money to pay the October payment? If
23 you took the money out?

24 A. There was still money in the account. I
25 took my money out from the government. I took my -- my

1 money from my return from my government. She took her
2 money.

3 134 Q. How much money would that have been
4 approximately?

5 A. I don't recall. I don't remember.

6 135 Q. More than, \$5,000?

7 A. I don't remember. I got to look at my -- I
8 got to go back and look.

9 136 Q. Did you ever replace that money?

10 A. I had to put it back in to pay the -- no.
11 Did I? I don't remember. I got to -- I don't remember if
12 I put it -- I should have put it in the account. I don't
13 remember.

14 137 Q. Did you put that money back to pay --

15 A. I think I paid half. I think I put half in
16 there to pay half of the mortgage, yes.

17 138 Q. Did you put the money back in the account,
18 sir?

19 A. Again, like I told you I think I put half
20 in to pay the mortgage, yes.

21 139 Q. That would have been before or after the
22 agreement was signed?

23 A. It would have been before the agreement
24 got signed.

25 140 Q. I'm suggesting to you that you told her

1 that if she didn't sign the agreement you wouldn't have
2 any money to pay the mortgage. Could that have been
3 true, sir?

4 A. No. I didn't force her to sign no
5 agreement. So -- she had her own lawyer prior and then
6 we went and she -- she spent her \$5,000. She didn't want
7 to spend no more -- no more with the lawyer. So we sat
8 down between me, her and we made the agreement for this
9 contract. She signed it.

10 141 Q. You said you sat down. Where did you sit
11 down, sir?

12 A. She came to my trailer. She had to come --
13 she came to my room. She came where I was.

14 142 Q. You knew that was a breach, didn't you?
15 You couldn't --

16 A. No. It wasn't a breach on my end. It would
17 be a breach on her end. She would have got charged
18 because she came to my residence. So there is a
19 difference. She didn't come to my residence. She came to
20 me because she knew where I was living.

21 143 Q. Did you tell her to meet you at the
22 trailer, sir?

23 A. Pardon me?

24 144 Q. Did you tell her to meet you at the
25 trailer?

1 A. No. She said she was going to come meet
2 me. My sister -- my sister and her talked and then they
3 came because she goes, "Okay. We're going to meet at the
4 trailer."

5 She came to the trailer to sign the -- to do
6 the contract because she -- she even came to visit
7 bringing the kids. Everything was all good. We were --
8 we were still talking

9 145 Q. Hold on. Just try to answer. Okay. You
10 know what?

11 A. I am. I am answering your questions.

12 MR. POMER: Counsel, now, it's appropriate;
13 it's clear on the record. I just want you to tell your
14 client just to answer the question. Can you do that?

15 MS. OSADET: Mr. Pomer, when something comes
16 out of my client's mouth that is not helpful to your
17 client or your case you cannot tell him to stop talking
18 about it.

19 BY MR. POMER:

20 146 Q. I can ask him only to answer my question.
21 That's all I'm asking, Counsel. Nothing more.

22 A. I'm going to give you whatever comes with
23 the story for you to understand what it is.

24 MS. OSADET: Mr. Ferrante, Mr. Ferrante please
25 do not address counsel. If you need to make a comment

1 like that you need to ask for a break and you need to
2 speak to me, okay?

3 THE DEPONENT: Okay.

4 MS. OSADET: Please do not address Mr. Pomer
5 in any way. The only time you should speak to Mr. Pomer
6 is when he asks you a question and as you've been doing
7 --

8 MR. POMER: This is --

9 MS. OSADET: No. No. Please ask your questions
10 candidly, forthrightly, concisely and comprehensively as
11 best you can. Thank you.

12 BY MR. POMER:

13 147 Q. When did Ms. Ferrante go to the trailer?

14 A. She came every other day when we had our
15 -- when we had our time when I was arrested, yeah.

16 148 Q. When did she come to discuss the
17 agreement? The separation agreement?

18 A. Let's see. She had her lawyer first so we
19 went through her lawyer and she surprised me for that.
20 That only lasted two weeks or a week. Yeah. She was
21 coming -- she came over to the trailer once in a while.

22 Every other day she was coming to see me
23 because she wanted to talk about what we were going to,
24 this and that and all that and she was bringing the kids
25 to come and see me.

1 149 Q. You knew there was a breach, didn't you?

2 A. I knew the breach but again --

3 150 Q. You knew that would be a breach by you
4 because she wasn't --

5 A. No. It's not a breach on me because she --
6 she knows where my residence is. She's not allowed to
7 come to my residence. She knows that. She almost got
8 charged as well. So if you want to go there, Mr. Pomer,
9 keep going.

10 She knew she was breaking the breach. She was
11 coming to my -- she knew where my residence was. So if
12 she didn't want me going to her residence she shouldn't
13 be allowed to come into my residence but she was coming
14 to where I was living. So how can I stop -- how can I
15 stop somebody from coming to my residence?

16 151 Q. Fair enough. That's your answer.

17 A. Okay.

18 152 Q. So your evidence today was she was coming
19 freely to your trailer; is that correct?

20 A. That's right. Yes.

21 153 Q. Your counsel has a picture. Is that you in
22 front of the house when the moving van was there?

23 A. Again, I didn't see this picture and no.

24 MS. OSADET: Mr. Pomer, if you want to go back
25 to that I want to tell you that, you know, I haven't had

1 an opportunity to show it to my client so we're going to
2 have to go into a breakout room but more importantly it
3 is --

4 THE DEPONENT: No but --

5 MS. OSADET: Excuse me, Mr. Ferrante. Please
6 don't talk. It looks like a black and white photocopy of
7 what purports to be a picture. I don't know who took it.
8 There's no foundation for it. So if you want to let me
9 show it to Mr. Ferrante I will.

10 BY MR. POMER:

11 154 Q. I don't think you have to do it at this
12 time, Counsel. Let me just continue. At least your
13 evidence today was she would freely go to your trailer.
14 If she freely went to your trailer what was the need for
15 you to come to the residence because you had just said
16 that the kids were brought to the trailer. Why was it
17 important for you to go to the residence then, sir?

18 At the time before the agreement was signed
19 what was the --

20 A. Because we were still talking. There was
21 no -- she is not the -- she is not the one who did the
22 retraining order. The cop did. So she was sneaking me in
23 the house. Like I told you this is the second time this
24 happened.

25 The first time this happened --

1 155 Q. So you went in the house? Now you're
2 saying you went in?

3 A. She -- this time, this year, no, because
4 she came to the trailer because my neighbours. A couple
5 of years ago she snuck me into the house. This is for
6 the same reasons from ten years ago and this year but
7 this year she wanted a divorce. She found an excuse to
8 finalize everything.

9 So this year she tricked me a little -- into
10 little things and -- and this is where I am now. I can't
11 explain it. And, again, Mr. Pomer, why would I be in
12 front of a truck if I paid her \$20,000 to get out? I
13 already said.

14 156 Q. Sir?

15 A. Yeah?

16 157 Q. You've got on the agreement what did you
17 suggest the house was worth at the time you signed the
18 execution of this agreement? What was the house worth to
19 you?

20 A. I'm not too sure. We got -- what did we
21 do? I think -- yeah. We got an appraisal guy to come and
22 appraise the house and then --

23 158 Q. Hold on. When did the appraisal take
24 place?

25 A. Ask your client. Your client did it. She

1 wanted to put it for sale. I don't remember. Your client
2 did that.

3 159 Q. Just a second. I'm entitled to ask
4 questions. I'm going slowly. Based on --

5 A. I'm going your client did it; not me. Your
6 client got that person.

7 160 Q. Okay. What year?

8 A. I don't recall. Ask your client.

9 161 Q. I'm asking you. You said you got an
10 appraisal.

11 A. I didn't get no papers. She got the house
12 appraised because she wanted it for sale and at the end
13 we didn't sign -- we didn't sign --

14 162 Q. Did you ever see that piece of paper, sir?

15 A. The -- how much it was worth? No.

16 163 Q. The appraisal that she's referring to at
17 the time the agreement was entered into?

18 A. We got -- we got a sales guy to come, yes
19 but none of us sold.

20 164 Q. You agreed that that was a fair price that
21 the salesman put down. Did you agree that was a fair
22 price at the time you separated?

23 A. I don't recall.

24 MS. OSADET: What was the price, Mr. Pomer?

25 BY MR. POMER:

1 165 Q. He knows. I'm asking. He says he's talking
2 about an appraisal. So he's got to know what was
3 appraisal was. That's his words; his evidence.

4 MS. OSADET: Ask him the question do you know
5 the value that the house was appraised to.

6 BY MR. POMER:

7 166 Q. You were given an appraisal; your words,
8 not mine. What did that appraisal say, sir?

9 A. I don't recall because I didn't do -- we
10 didn't sign it because we didn't do --

11 167 Q. Did you disagree with the value that --

12 A. No. We didn't disagree with the value. No.
13 We didn't. We just didn't want to sell the house.

14 168 Q. Would that have been a fair value, sir, to
15 you?

16 A. Whatever it -- I don't remember what the
17 value is but whatever it was we split everything in
18 half, in half. And that's how we got to this money here.

19 169 Q. Just a second. You saw an appraisal. Do
20 you recall who did the appraisal?

21 A. Yes. Paul.

22 170 Q. Paul who, sir?

23 A. Paul Ricci; something like that.

24 171 Q. Who is Paul Ricci, sir?

25 A. Some real estate guy that sells houses

1 here in Bolton.

2 172 Q. Did you agree that was a fair price at the
3 time the appraisal was made or letter of opinion?

4 A. I guess because we -- that's the money
5 that we used to divide the house in half and that's how
6 we got to the \$20,000.

7 173 Q. Okay. On your sworn financial statement
8 you said the house was worth \$800,000 at the date of
9 separation. Is that a fair figure? That's your sworn
10 evidence; the value of the property?

11 A. No. I didn't put \$800,000. Maybe I wrote
12 something wrong there because if the house is only
13 worth \$800,000 there would be nothing left for -- to
14 give to your client so I don't know.

15 174 Q. So what is your evidence today because
16 this is all about money; all about houses? The whole
17 case is about money. How much are you saying the house
18 was worth at the time the agreement was signed?

19 A. I don't remember. We're talking about
20 three years ago. I got -- I got no idea.

21 MS. OSADET: Mr. Pomer, to save time --

22 BY MR. POMER:

23 175 Q. Do you recall --

24 MS. OSADET: Mr. Pomer, to save time we don't
25 dispute that the financial statement may have an error

1 as Mr. Ferrante answered your question saying no --

2 MR. POMER: I don't know if it's an error
3 because it's --

4 MS. OSADET: He just said that. He just said
5 that.

6 BY MR. POMER:

7 176 Q. On your financial statement, sir, you put
8 a value at \$800,000.

9 MS. OSADET: We're not answering questions
10 about it. I've already answered. He said it was an
11 error. Move on to your next question. You can bring it
12 up at a refusals.

13 BY MR. POMER:

14 177 Q. What discussions did you have with Mrs.
15 Ferrante at the time she signed the agreement what the
16 value was? What did you tell her the value was? To
17 determine these numbers what did you tell her the value
18 was?

19 A. Determine what her lawyer said.

20 178 Q. What did her lawyer say, sir?

21 A. Your client is the one that got the -- all
22 the paperwork so it's all done. So her lawyer -- her
23 lawyer said \$50,000, right? So if you go \$50,000 --

24 179 Q. Sir, I'm talking about the value of the
25 home only?

1 A. We are doing the value of the home. She
2 was only liable for \$50,000. That's what your client was
3 allowed so you guys do the calculation. I can't do the
4 calculation.

5 MS. OSADET: Mr. Ferrante, take a breath and
6 the question, Mr. Pomer, I believe, you can correct me
7 if I'm wrong, he wants to know do you know the value of
8 the appraisal. So, for example, was it one million? Was
9 it 1.1 million?

10 MR. POMER: I didn't ask that. I didn't ask
11 that.

12 MS. OSADET: What are you asking him for then?

13 BY MR. POMER:

14 180 Q. I asked him what was your understanding
15 when you were splitting up everything? What did you tell
16 Mrs. Ferrante the house was worth?

17 A. I don't remember. I could have said the
18 house was worth one million dollars. So the house is
19 worth one million dollars. You got to split everything
20 all in half.

21 181 Q. I know. You talk about splitting it. It's
22 based on a price. When you say splitting when you
23 negotiated this agreement on what value did you
24 negotiate this agreement?

25 A. From her -- from her lawyer her \$50,000.

1 Your client's the one that did all the paperwork.

2 182 Q. No. Counsel --

3 A. Yeah. Yeah. Yeah. Yeah. Your client did
4 all the paperwork.

5 183 Q. What price did you suggest the house
6 was --

7 A. Of your client. I don't understand. How
8 many times I got to tell you? Of your client. Your
9 client came with -- with papers saying that I have to
10 give her \$50,000. Okay. There we go. Okay.

11 184 Q. In paragraph 13 of your affidavit --

12 A. I got to see it.

13 MS. OSADET: Okay. Well, he's going to tell me.

14 BY MR. POMER:

15 185 Q. -- you said the matrimonial home was worth
16 \$800,000 in your affidavit material in front of the
17 court. That's as of February. And I don't have it in
18 front of me but I'm suggesting to you that you always
19 valued the house at \$800,000?

20 MS. OSADET: Just to help you, Mr. Ferrante,
21 when Mr. Pomer makes a suggestion he wants you to either
22 agree with it or disagree. So he's referring to the
23 materials that we filed in February earlier this year.
24 So he wants you to agree with his suggestion.

25 BY MR. POMER:

1 186 Q. I want you to turn to your affidavit of
2 February the 8th, 2022. February 18th.

3 A. Can I go for a cigarette?

4 MS. OSADET: Yes. You can take a break.

5 --break at 10:42 a.m.

6 --upon resuming at 10:52 a.m.

7 BY MR. POMER:

8 187 Q. I'm taking you, sir, to your sworn
9 affidavit of February 18, 2022. Do you recall signing
10 this affidavit?

11 A. Is the agreement with -- with your client?

12 188 Q. Sir, it's your affidavit. That's all I'm
13 asking. Did you swear that affidavit?

14 MS. OSADET: Do you want a minute to look at
15 it?

16 THE DEPONENT: Yeah. Let me --

17 MS. OSADET: And then down here is that your
18 signature? Mr. Pomer wants to know.

19 THE DEPONENT: Yes. That's my signature, yes.

20 MS. OSADET: Okay. Go ahead, Mr. Pomer.

21 BY MR. POMER:

22 189 Q. Did you go over this affidavit before you
23 swore it?

24 A. I had to read it first before signing it,
25 yes.

1 190 Q. Was it true? Were the facts in this
2 affidavit true at the time that you made the affidavit
3 or swore the affidavit? I'll give you the date. February
4 18, 2022; were they true then?

5 A. To my knowledge, yes.

6 191 Q. Do you believe that they're true today?

7 MS. OSADET: Before he answers that question
8 he's going to have to read the whole affidavit.

9 MR. POMER: That's fine.

10 MS. OSADET: Okay. So I'm going to e-mail it to
11 him or do you want to read it on screen, Mr. Ferrante?
12 You tell me what works best for you?

13 THE DEPONENT: Can you e-mail it to me?

14 MS. OSADET: You got it.

15 BY MR. POMER:

16 192 Q. Paragraph 11 says you made, "A final offer
17 that was ultimately signed by the applicant and myself
18 on October 4th, 2019."

19 Where did you sign the agreement, sir?

20 A. I didn't receive it yet so I can't answer
21 that right now.

22 193 Q. No. You know where you signed the
23 agreement; the separation agreement?

24 A. Which separate agreement?

25 194 Q. It says, "I made a final offer that was

1 ultimately signed by the applicant and myself on October
2 4th, 2019."

3 A. 2019. So that's the one that --

4 195 Q. The separation agreement, sir. Where was
5 it signed?

6 A. With your client?

7 196 Q. Where was the agreement signed by you?

8 A. With your client? Is that the one that
9 you're talking about? I don't understand what you mean.

10 197 Q. This is your affidavit, sir; not mine.

11 A. I still didn't get my e-mail yet.

12 MS. OSADET: Mr. Ferrante, the question from
13 Mr. Pomer was where were you physically when you signed
14 the October 4, 2019 separation agreement. Is that right,
15 Mr. Pomer?

16 MR. POMER: Yes. It is.

17 MS. OSADET: He's saying where was the
18 agreement signed but he's actually asking where were you
19 when you signed it?

20 THE DEPONENT: I was at my -- I was at my
21 residence. At the trailer.

22 BY MR. POMER:

23 198 Q. Was Mrs. Ferrante there at that time?

24 A. Yes. She was. She was there and same as
25 the eyewitness.

1 199 Q. Was there other offers before that, sir?

2 A. Yes. Yes. There was an offer.

3 200 Q. So you were the only one negotiating this
4 offer, weren't you?

5 A. No. No.

6 201 Q. On your behalf?

7 A. On my behalf I did one offer.

8 202 Q. No but you were the only one negotiating
9 for you on your behalf?

10 A. Yes. I didn't have no lawyer, yes.

11 203 Q. So then you knew all the terms because you
12 said that. I'm taking you now to paragraph 13 of the
13 affidavit. It says, "The value of the house at the date
14 of separation was \$800,000."

15 Your affidavit, sir.

16 MS. OSADET: Mr. Ferrante, I've put paragraph
17 13 up so you can look at it on the screen if you still
18 haven't received the e-mail and you can read above and
19 below. Let me know what you want to look at and I'll
20 scroll for you, okay?

21 THE DEPONENT: Okay. Like I said I probably
22 made a mistake. The house was worth more than \$800,000
23 because if it was \$800,000 by the time you paid all the
24 -- all the bills and all that the numbers didn't meet
25 but your client has the papers.

1 Her lawyer previously, I don't know if --

2 BY MR. POMER:

3 204 Q. Please answer the question only because
4 it's now --

5 A. I am.

6 205 Q. We're running out of time. I'm just
7 talking specific questions. Your affidavit clearly
8 states in paragraph 13 sworn by your lawyer, I presume,
9 and gone over with your lawyer says the value of the
10 house on the date of separation was \$800,000. I'm not
11 saying it was a mistake. Is that the value that you
12 negotiated the deal on, sir?

13 A. I have to -- if that's what it shows there
14 I have a reason for that. Maybe I got to go back and I
15 got to look at her lawyer's papers and see what the
16 value of the house at the time was.

17 206 Q. Sir, sir --

18 A. Because they're the ones who gave me a
19 value.

20 207 Q. Sir, sir --

21 A. Yes, sir. Yes. Yes. Is there a clearer
22 picture?

23 208 Q. You told me you had looked at and received
24 a copy of a letter of opinion from Paul Ricci, the real
25 estate; is that correct?

1 A. Paul came and -- and just he was going to
2 sell the house.

3 209 Q. I understand but he also gave you a letter
4 of opinion.

5 A. But your client -- but your client had a
6 lawyer.

7 210 Q. Counsel, he's got to answer the question.
8 He's giving speeches.

9 A. Your client --

10 211 Q. Just answer my question. I'll ask one more
11 time.

12 MS. OSADET: My God. Mr. Pomer, stop talking
13 over the witness.

14 BY MR. POMER:

15 212 Q. No. I just want the question answered. The
16 question has to be answered; not a speech every time.
17 I'm asking you your evidence suggested that Paul Ricci
18 gave you a letter of opinion as to the value but you --

19 A. No. He didn't give --

20 MS. OSADET: Mr. Ferrante, stop. You know what,
21 Mr. Pomer? You're misstating the evidence. Mr. Ferrante
22 said that your client arranged with an appraiser, Mr.
23 Ricci. Now you're putting all of this to Mr. Ferrante
24 who has given you evidence that your client did it.

25 MR. POMER: I didn't say who arranged it.

1 MS. OSADET: I am not done.

2 MR. POMER: I didn't say who arranged it.

3 MS. OSADET: Okay. We're ending this. We're
4 ending this.

5 MR. POMER: No.

6 MS. OSADET: Yes. We are because unless you let
7 me finish we are ending this examination. Mr. Ferrante's
8 evidence earlier was that his ex-wife or soon to be
9 ex-wife, whatever, Ms. Ferrante, your client, arranged
10 it with Paul Ricci.

11 So now you're asking Mr. Ferrante about it and
12 you're misstating his evidence before. If you have the
13 appraisal then show it to him, okay? Otherwise I don't
14 know what you're doing here.

15 BY MR. POMER:

16 213 Q. I'm suggesting that you at least saw this
17 letter of opinion at the time that he came in front of
18 you and Mrs. Ferrante; is that correct?

19 A. Excuse me?

20 214 Q. Your evidence was that Mr. Ricci attended
21 before you and Mrs. Ferrante. Attended. That's all?

22 A. Yes.

23 215 Q. That's all I'm asking.

24 A. He attended but we did not sign because
25 she -- both -- neither of us wanted to sell the house.

1 216 Q. I agree.

2 A. She dealt with -- but she dealt with
3 another sales lady, another sales rep prior and that's
4 what she went to her lawyer and --

5 217 Q. Did you ever see a letter of opinion or
6 appraisal using your words? Did you ever see that?

7 A. No. I never seen an appraisal, no. Your
8 client --

9 218 Q. Did you ever see the letter of opinion? A
10 letter of opinion?

11 A. No. I didn't see -- I never seen a letter,
12 no. Your client -- your client's lawyer sent me the
13 documents saying how much I got to give her and
14 everything. From her lawyer.

15 219 Q. No. No. I didn't ask you about that. It
16 looks like in your affidavit, sir, it's quite clear. You
17 said you got a value of \$800,000. Your evidence, you
18 estimated it at \$800,000. So I'm asking you --

19 MS. OSADET: Mr. Pomer, he told you that was a
20 mistake.

21 MR. POMER: Hold on.

22 MS. OSADET: I'm not going to sit here --

23 MR. POMER: Okay. What was the mistake?

24 MS. OSADET: He told you that was a mistake.

25 BY MR. POMER:

1 220 Q. What was the mistake, though? You haven't
2 told me the mistake. What was the mistake, sir? Tell me
3 what the mistake was then and I want your evidence. What
4 was the mistake, sir?

5 A. I have to go through my papers and where I
6 made a mistake on. I can't -- I can't answer that right
7 now.

8 221 Q. You don't know what the mistake is, do
9 you? You don't know what the mistake is, do you, sir?

10 A. No. I don't. I got -- I got to go through
11 my paperwork. I wrote down \$800,000 there because that's
12 what your client's lawyer said to me. I have to find the
13 document and I can see it.

14 MR. POMER: Okay. I'm asking for an undertaking
15 to determine --

16 THE DEPONENT: The --

17 BY MR. POMER:

18 222 Q. Hold on. You said their lawyer sent you a
19 piece of paper?

20 A. Yeah. Georgina Woods. Your client's first
21 lawyer. Georgina Woods, okay?

22 MR. POMER: I need an undertaking for you to
23 provide what was sent to you that you're referring to in
24 your evidence. I need that undertaking.

25 THE DEPONENT: Well, if I have it --

1 MS. OSADET: You got it. No, Mr. Ferrante. Mr.
2 Pomer, you've got it. Move to the next question.

3 --undertaking

4 BY MR. POMER:

5 223 Q. Now, I'm suggesting do you recall ever
6 telling Ms. Ferrante before you signed the agreement the
7 house was worth \$800,000 at the time of the separation,
8 sir?

9 A. I don't -- it's too long back. I don't
10 remember. Whatever the calculation was -- I have to do
11 the calculation. There is no -- there is no point in you
12 telling me for me to say is the house worth \$800,000.
13 We have the documents here from her lawyer showing that
14 I have to give her \$50,000; 50/50. And I had to take all
15 the debts. I had to pay everything. So I don't know
16 where you want to go with this.

17 224 Q. I understand that. It's not the issue that
18 I asked you.

19 A. It is.

20 MS. OSADET: Okay. Mr. Ferrante, stop. Mr.
21 Pomer, you put to Mr. Ferrante Form 13.1 that had
22 \$800,000 as the amount for the matrimonial home from
23 February. It has obviously been duplicated in the
24 affidavit. He answered you on the Form 13 earlier today.

25 MR. POMER: No. No. I didn't ask about that.

1 MS. OSADET: Excuse me. I swear to God I will
2 end it. I'm sick of you cutting me off. Mr. Ferrante
3 told you that the \$800,000, his answer to the question
4 for Form 13.1, was a mistake. That is how he answered
5 it.

6 So now you've taken him to another document
7 and you're grilling him about \$800,000 from a document
8 that's contemporaneous with Form 13.1 and frankly, I'm
9 sorry, you're wasting my time and my client's time
10 because he's answered it. It's a mistake. He said he
11 doesn't know. I've given you the undertaking. We need to
12 move on.

13 BY MR. POMER:

14 225 Q. What was the price that was negotiated in
15 your mind at the date of the execution of the separation
16 agreement was made? What did you say to Ms. Ferrante and
17 to the lawyer that she had at the time the value of the
18 property? That's a separate question.

19 A. I never gave her -- I never gave you a
20 value. I went off my -- her lawyer value. I'm not in
21 real estate so I can't say the house is worth \$700,000,
22 a million.

23 She's the one -- she's the one who got the
24 salesperson that the real estate came into the house.

25 226 Q. Your evidence today is you never gave a

1 value of the property to the lawyer or to Ms. Ferrante
2 before you signed the separation agreement?

3 A. That's right, yes.

4 227 Q. The next question: You never knew the
5 value of the property at the date that you signed the
6 separation agreement?

7 A. Yes. We did. Again, you're bringing the
8 same -- you're asking the same question over and over
9 again. It was her -- it was her lawyer that sent me --
10 me the agreement of how much I had to pay her to pay out
11 for this deal for the house for our separation. There
12 was a deal, a contract already ready to go and I refused
13 it. I wasn't going to give her \$50,000 because there was
14 no money involved. There was no value there.

15 228 Q. Depends on the value of the property, sir.

16 A. The value was -- the value was -- was
17 valued and that's how they came up with \$50,000 and she
18 wanted me to --

19 229 Q. You're trying to say to me today after
20 your evidence that this agreement was based on a value
21 of \$800,000 then? Is that what you're saying today?

22 A. If I have to go back to the papers it
23 would have been maybe the house was only worth \$800,000
24 at that time.

25 MS. OSADET: No. Stop. Stop. Stop. I literally

1 just made a submission on record, Mr. Pomer, that Mr.
2 Ferrante has indicated when you asked him about Form
3 13.1 that --

4 MR. POMER: I didn't ask him about that.

5 MS. OSADET: Excuse me. Again, thank you. That
6 it was an error and now you're right back to the same
7 question.

8 So I've asked you to move on. We've given you
9 an undertaking, okay? If you know the value of Paul
10 Ricci's appraisal with respect I think you ought to be
11 providing it to me and I can give it to my client.

12 BY MR. POMER:

13 230 Q. If I tell you it's 1.2 million dollars
14 could that be correct, sir?

15 A. No.

16 MS. OSADET: He can't answer a question about
17 somebody else's. They have the appraisal. Can you put it
18 to him, please?

19 MR. POMER: I didn't say appraisal. It could
20 have been a letter of opinion. I never said appraisal.

21 MS. OSADET: Okay. Letter of opinion as well.
22 Whatever is is, sir, it doesn't matter. If you have the
23 document can we please see it?

24 MR. POMER: I'll find it. I have the document.
25 I'll find it.

1 MS. OSADET: Thank you.

2 BY MR. POMER:

3 231 Q. Now, but you seem to know the amount of
4 the mortgage was 720. How did you get that information,
5 sir?

6 A. The mortgage is under my name so I could
7 get the information, no? What kind of question is that?
8 Like --

9 232 Q. Now, were you ever provided a letter from
10 the Effort Trust as to any appraisal ever done? Did your
11 solicitor or you ask for a copy of an appraisal of the
12 property?

13 A. No. The only time we got an appraisal is
14 when we got the remortgage and put more money on the
15 house.

16 233 Q. When would that have been?

17 A. That was two years prior. I don't remember
18 the date.

19 234 Q. What year? 2021 or 2020?

20 A. I can't recall. I got no idea because I
21 never -- your client's the one that always did the
22 mortgage.

23 235 Q. Okay. You don't ever recall seeing any
24 document from the Effort Trust as to an appraisal given?
25 You don't recall ever seeing that?

1 A. I did see that when I had to renew my
2 mortgage but when I renewed it I don't remember what
3 date; what year. I got to look into it.

4 MR. POMER: Okay. Can you undertake to provide
5 me that evidence, sir?

6 MS. OSADET: What evidence? Can you be specific
7 with the undertaking so I can make sure I abide by it?

8 MR. POMER: He said he's going to look into it.
9 I'm letting him look into it.

10 MS. OSADET: Into what? What exactly do you
11 want, Mr. Pomer?

12 MR. POMER: He said he's looking into it and he
13 agreed he's going to look into the value of the
14 appraisal that he received from Effort Trust.

15 MS. OSADET: What year? What year?

16 MR. POMER: He said he got one so it's up to
17 him. I don't know. He doesn't remember the year. That's
18 why I'm asking him a question.

19 THE DEPONENT: Your client --

20 MS. OSADET: Mr. Ferrante. Mr. Pomer, we will
21 undertake to request from Effort Trust copies of the
22 appraisals they have done on the property. Thank you.

23 --undertaking

24 MR. POMER: And specifically as of 2019 if they
25 have one.

1 MS. OSADET: For the entire duration of the
2 relationship between Effort Trust and these people.

3 BY MR. POMER:

4 236 Q. Thank you. You say, "By my calculation
5 there was no equity in the property but we agreed to
6 sever our financial situation by only considering the
7 first mortgage."

8 Is that a correct statement? That's how you
9 determined it?

10 A. Pardon me?

11 237 Q. Do you agree as to paragraph 16 that,
12 "There was no equity in the property because we had
13 agreed to sever our financial situation by only
14 considering the first mortgage"; is that correct? When
15 you did your negotiations?

16 A. What? First of all there was a second
17 mortgage.

18 238 Q. You've agreed with it. Do you still agree
19 that Section 16 of your affidavit or paragraph 16 is
20 correct?

21 A. Yeah. Okay. For the first mortgage. Then
22 there was a second mortgage and then there was all my
23 Visas and the line of credit. Everything is all joint,
24 yeah.

25 239 Q. Sir, the question remains. Do you agree

1 that paragraph 16 is correct? How you calculated and how
2 you agreed between Serafina and yourself? Do you agree
3 today? That's your affidavit; not mine, sir. Do you
4 agree that statement 16 to be correct?

5 A. Maybe I word it wrong but yeah. If it is,
6 yeah.

7 240 Q. You agree that paragraph 16 is correct?

8 A. To me it is. If that's regarding -- you're
9 talking about everything from --

10 MS. OSADET: Mr. Ferrante, Mr. Ferrante, first
11 of all don't ask anybody else. Don't talk to another
12 person and if there's anybody there with you in the room
13 with you they should go.

14 The next thing is Mr. Pomer's asking you to
15 read this, okay? Because this is your affidavit. Now,
16 did you get the e-mail because you were going to take a
17 break and you were going to read the first few pages so
18 that you can say whether or not you want to make any
19 changes, additions or deletions to this affidavit.

20 So this particular affidavit if I go up here
21 and show you is the one that you worked on February 18,
22 2022 when you first were responding and going to court,
23 okay? Mr. Pomer has asked you to read it. Now, if you
24 want to read it on screen we will take the time to
25 listen or you read it in your head but you read it,

1 okay? And then you can answer the question. Sorry. Are
2 you through? I'm just scrolling.

3 THE DEPONENT: I'm still going. Where is it
4 again?

5 MS. OSADET: So the next page. Are you reading
6 this affidavit, Mr. Ferrante?

7 THE DEPONENT: Yeah. I'm reading number 16.

8 MS. OSADET: Okay.

9 THE DEPONENT: Why did I put only? It should
10 have just been the first mortgage unless I did it wrong.
11 No. That's wrong. Yeah. That's not right. It's not just
12 the first mortgage. There was a second mortgage, too. So
13 I made -- I made an error over there then.

14 BY MR. POMER:

15 241 Q. What's the error that you made, sir, so we
16 know what it is?

17 A. It only says consider first mortgage.
18 There was still the second mortgage. There was the line
19 of credit. There was the Visas.

20 242 Q. Sir, when you negotiated this agreement
21 you said it was wrong. How did you determine all these
22 values because it's clear from your affidavit from
23 February that was gone over with your lawyer and you,
24 okay, at that time that the affidavit you presented
25 before the courts; that your negotiation was based on

1 your paragraph 13, 14, 15, paragraph 16 of your
2 affidavit of February 18th, 2022 and are you saying
3 that's all in error today?

4 A. Yeah. Yeah. There is. I made a mistake
5 because I don't have my second mortgage is not on here.
6 My Visas are not on here. The line of credit is not on
7 here so I think I made a mistake.

8 243 Q. Okay. So you made a mistake. So on what
9 basis did you come up with these figures? That's what
10 I'm trying to ask you, sir? If this is wrong --

11 A. Those -- these numbers are right. I do
12 have a -- the second mortgage is right there. It says
13 \$70,000 for a second mortgage, yes, okay?

14 So if I -- what you're saying is I made a
15 mistake because on 16 I said the agreement was only on
16 the first mortgage. So there's still a second mortgage
17 that had to be on there and then we had the other, the
18 line of credit and the Visas at the time of the
19 separation. That's where we got our numbers from.

20 244 Q. You're talking about numbers and
21 everything and I hear you clearly today but what was
22 your understanding --

23 A. Well, my understanding was --

24 MS. OSADET: Let him finish the question.

25 BY MR. POMER:

1 245 Q. Let me just finish. You're saying a lot of
2 it was wrong but I'm going to go back to the basic
3 question if it was wrong. You based it on certain
4 figures, your figures not mine, because I want to know
5 what was represented to Ms. Ferrante who signed this
6 agreement with you. You were representing yourself. What
7 did you tell Ms. Ferrante?

8 MS. OSADET: Okay. First of all that is such a
9 convoluted question you need to rethink it. Secondly, I
10 mean, I think --

11 MR. POMER: Can I break it down?

12 MS. OSADET: Mr. Pomer. Also, you are asking
13 Mr. Ferrante, if I'm correct, you're asking him to look
14 at an affidavit he wrote in February 2022 and asking him
15 to refer to that and then take his mind back as if
16 whatever he said on February 18 was what he was thinking
17 or doing on October 4th. If you want to know what he was
18 thinking on October 4, 2019, if you want to know what
19 number he relied upon on October 4, 2019 then ask those
20 questions.

21 You're not asking the questions and I'm
22 refusing any more questions about the February 18
23 affidavit because it has nothing to do with what you are
24 ultimately asking my client.

25 MR. POMER: I'll ask the questions and you'll

1 give your individual refusal.

2 MS. OSADET: No more questions on the February
3 18 affidavit.

4 MR. POMER: I'm asking you --

5 MS. OSADET: You're talking over me again.

6 MR. POMER: Are you finished, Counsel?

7 MS. OSADET: Yes, sir. I am.

8 BY MR. POMER:

9 246 Q. At the time you executed the agreement
10 what was your value that you gave her lawyer, Ms.
11 Ferrante's lawyer, and Ms. Ferrante as to the value of
12 the property?

13 A. I gave them nothing. They gave it to me.
14 Your client gave me the papers from the lawyer and then
15 me and your client sat down.

16 Again, I can tell you the whole story. We sat
17 down and we did all the calculation. The reason why I
18 didn't give her the \$50,000 is because your client
19 didn't want to pay the \$30,000 to break the breach on
20 the mortgage. So I offered her \$40,000 and she left all
21 the debt with me. She walked away. She walked out of the
22 house.

23 She signed for her to move into the house.
24 Okay. For her -- for me to move into the house she had
25 to go to the police station and sign the paper saying

1 that she is moving out from 58 Harvest Moon and she's
2 moving into 30 Country Road; down the street. So I
3 didn't force her to move out of the house or nothing.

4 247 Q. When did you know that she was moving into
5 that house on Country Lane or whatever it is? When were
6 you aware that she was moving?

7 A. Two weeks in October. September? Yeah. Two
8 weeks before. Two weeks because we already -- we already
9 signed the papers and everything. So it was two weeks.

10 248 Q. Two weeks before what, sir? Sorry. I
11 apologize. Two weeks before what?

12 A. What did I -- when did we sign the
13 contract? That's when I knew she was moving out. When
14 did she -- when did we sign this contract?

15 249 Q. October 4th.

16 A. Okay. So October. So from October 1st she
17 had to find a new place.

18 250 Q. And you knew that she had found a new
19 place; is that correct?

20 A. Yeah. She was looking. Yeah. She told me
21 she found a few places.

22 251 Q. And you know she moved out, right?

23 A. Yes. That's why we made the agreement.

24 252 Q. How long after did you change the locks,
25 sir?

1 A. I never changed. The locks are still the
2 same.

3 253 Q. You never changed the locks?

4 A. No. Never changed the locks.

5 254 Q. So you would say today that would you
6 allow her to go to the property now using her --

7 A. No. She's not allowed. No. She's not --
8 she has no keys.

9 MS. OSADET: No. No. No. Don't answer the
10 question. You know what? Ask the question about the
11 locks, okay? Not about whether or not the parties want
12 to revisit each other and have fun together. Ask about
13 the locks.

14 BY MR. POMER:

15 255 Q. Your evidence today you never changed the
16 locks at all?

17 A. No. No.

18 256 Q. Not after she moved out?

19 A. No. The locks are still there. Original
20 locks are still the same. I'm not going to spend \$2,000
21 to change a lock for your client.

22 257 Q. Were all the keys that Ms. Ferrante had
23 would that work today?

24 MS. OSADET: No. Don't answer that. He's
25 answered your question. Like, please.

1 BY MR. POMER:

2 258 Q. Now, in the agreement who drafted this
3 agreement, sir?

4 A. My sister.

5 259 Q. Who typed out this agreement?

6 A. My sister. She printed it out from the
7 Internet.

8 260 Q. When did she type it out, sir?

9 A. A week prior to that; same day. I'm not
10 too sure. A couple of days prior.

11 261 Q. Was that agreement ever sent to Mrs.
12 Ferrante's lawyer? Do you recall or no?

13 A. Your client didn't -- didn't have a
14 lawyer.

15 262 Q. So at the time that this agreement was
16 typed up by your sister Mrs. Ferrante did not have a
17 lawyer, did she?

18 A. No. She -- she declined her -- she dropped
19 her other lawyer.

20 263 Q. Okay. So it's fair to say when this
21 agreement was typed up by your sister and drafted by
22 your sister --

23 A. Wait. Wait. Wait. Sorry. Sorry. Wait.
24 Wait. I think -- no. No. Sorry. She did. She still had
25 the lawyer. Sorry. At that time there she still had the

1 lawyer. She sent the papers to her and what I recall is,
2 if I get my phone, is that she -- she told her not to do
3 this agreement but she declined and she dropped -- she
4 dropped her lawyer.

5 264 Q. When was this agreement actually drafted
6 by your sister?

7 MS. OSADET: That's a question for the sister.

8 Next.

9 MR. POMER: I'm asking can you undertake to
10 find out when your sister drafted the agreement?

11 MS. OSADET: So you want a will say from the
12 person who drafted the agreement?

13 MR. POMER: I'm asking him to find out. No. I'm
14 asking him to find out and how did this --

15 MS. OSADET: So you want hearsay evidence?

16 MR. POMER: I'm asking him to find out from his
17 sister when she prepared the agreement. That's all.

18 MS. OSADET: We'll take it under advisement.

19 --under advisement

20 BY MR. POMER:

21 265 Q. Now, sir, how did Mrs. Ferrante get this
22 agreement?

23 A. She came to the trailer and she -- and she
24 signed it. My sister talked to her at the house. My --
25 both of them talked at the house.

1 266 Q. Okay. Let's go slowly. So did you ever
2 present this agreement before she came to the trailer to
3 her or no?

4 A. My sister gave it to her, yes.

5 267 Q. When?

6 A. The day before?

7 MS. OSADET: Again, if he's not there he cannot
8 answer questions that he was not there.

9 MR. POMER: No. No. The day before. He's
10 answering the question.

11 MS. OSADET: Were you there, Mr. Ferrante?

12 THE DEPONENT: No. I wasn't allowed at the
13 house.

14 MS. OSADET: So you're giving evidence about
15 what somebody else told you. You weren't there. You
16 don't know. Somebody gave you that information. They
17 told you that. That's hearsay. He can't testify to
18 hearsay.

19 BY MR. POMER:

20 268 Q. No. No. Just a second. When was this
21 agreement given to Mrs. Ferrante and how was it given?

22 A. My sister gave it -- gave it to her.

23 269 Q. How many days, do you recollect, before
24 this agreement was signed did she get it?

25 A. I don't know. A day, two days; I can't

1 answer that. I don't know. I don't remember.

2 270 Q. Fair enough. Fair enough. So your evidence
3 today is one or two days before it was signed on October
4 4th?

5 A. I guess, yeah. Like I said I got to look
6 at the paperwork from her lawyer because her lawyer got
7 the paper. Like --

8 271 Q. No but you said in your evidence that this
9 agreement was given to you a couple of days before it
10 was signed at the trailer by your sister. She gave the
11 paperwork to Mrs. Ferrante. Your evidence; not mine?

12 A. She gave it to -- yeah. She gave it to my
13 sister and to Sera and then Sera went to go see her
14 lawyer. So what? Maybe a week prior. I don't know exact.

15 272 Q. When did you get this agreement, sir? When
16 did you get this agreement then from your sister?

17 A. I don't remember when I got the agreement.
18 I just signed it on the 1st. Whatever -- whatever date
19 she --

20 273 Q. Sir, this is very important. The agreement
21 was executed on the 4th. There's no dispute as to that.
22 October 4th.

23 A. Okay.

24 274 Q. How many days before did you get this
25 agreement?

1 A. I don't know. Maybe a week. I'm not too
2 sure. I don't recall.

3 275 Q. Could it have been one or two days before?

4 A. Maybe. I can't recall.

5 276 Q. Was this agreement ever sent by you to
6 Mrs. Ferrante's former lawyer?

7 A. No because her former lawyer -- she
8 dropped her former lawyer.

9 277 Q. So the evidence today is at the time that
10 you gave this agreement or it was received by Mrs.
11 Ferrante at that time she had the dropped her lawyer.
12 That's your evidence?

13 A. Yeah. She wasn't represented by no more --
14 by no lawyer. She refused the lawyer.

15 278 Q. It's fair to say that this agreement was
16 never given by you or your sister to her former lawyer?

17 A. No. Your client gave it to her lawyer but
18 her lawyer she reclined [sic] her lawyer's information
19 and dropped her.

20 MR. POMER: Will you undertake to tell me all
21 the errors that you have in the affidavit of February
22 18, 2022 so we can get the true version?

23 MS. OSADET: Yes.

24 --undertaking

25 MR. POMER: That includes I'm asking also to

1 specifically include the value of the property in your
2 mind that was negotiated with respect to this agreement
3 that determined the numbers.

4 MS. OSADET: I consider that a separate
5 undertaking but I'm happy to give it.

6 --undertaking

7 BY MR. POMER:

8 279 Q. Okay. Thank you. So why didn't you
9 finalize the agreement and separate totally as of
10 October 4th, 2019? Why didn't you just finalize the
11 agreement, give her her money and walk away? Can you
12 tell me why?

13 A. 2019? Because --

14 280 Q. I'll tell you the date I'm referring to.
15 You signed the agreement on October 4th, '19. Usually
16 you end the agreement. It's done with but not in your
17 case; is that correct?

18 A. Yes.

19 281 Q. Why wasn't it a done deal, finalized, you
20 move on and she moves on? Tell me that?

21 A. Because your client didn't want to pay the
22 \$30,000 penalty. She didn't want to go walk away just
23 with \$10,000. So the agreement was she leave the house,
24 I give her ten when she signed the contract, \$10,000
25 when she moved out, okay? And then the other \$20,000 I

1 would have gave her when she signed her name or when she
2 had to remove her name off the mortgage. So we kept the
3 mortgage going for a whole year. I had to pay --

4 282 Q. Can I just stop you a second? That's all.

5 It's nice to know the whole story but I'm just answering
6 your question. Now, you've had various affidavits. Okay.
7 Now, what was your understanding of how she would get
8 off the deed? She was on the deed; is that correct?

9 A. Yeah.

10 283 Q. And she's still on today, isn't she?

11 A. Yeah because she didn't take her name off
12 I guess.

13 284 Q. That's right. How did you expect Serafina
14 to get her name off the deed? How did you expect her
15 personally to do it when you drafted the agreement?

16 A. She had to get her --

17 MS. OSADET: Sorry. Wait. Wait. Wait. Wait.
18 You're asking him a legal question.

19 BY MR. POMER:

20 285 Q. He drafted the agreement. No. No. He
21 drafted the agreement. You had responsibilities and so
22 did she; is that a fair statement, sir, in this
23 paragraph one?

24 A. Pardon me?

25 286 Q. You had to do certain things and she had

1 to do certain things?

2 A. We had to get -- we had to get our own
3 lawyers, yes.

4 287 Q. Your own lawyer to do what?

5 MS. OSADET: No. No. No. Mr. Pomer, are you
6 referring to paragraph one on this --

7 MR. POMER: Yes.

8 MS. OSADET: So I'm sharing it again for Mr.
9 Ferrante to see it.

10 THE DEPONENT: Yeah. Okay.

11 MS. OSADET: See?

12 THE DEPONENT: Yeah. Okay. It says here, "Sera
13 agrees to transfer the home with a payment of \$40,000.
14 Rino will pay \$10,000 upon signing, \$10,000 when she
15 moves out. The final \$20,000 when she removed her name
16 from the mortgage or deed when the renewal mortgage
17 2021."

18 BY MR. POMER:

19 288 Q. So I want to break these questions down,
20 okay?

21 A. Uh-huh.

22 289 Q. Did you expect to renew the mortgage with
23 her in March 2021 or not?

24 A. No. I had my own mortgage. I had my own.

25 290 Q. That makes sense to me. You expected that

1 when the mortgage matured in 2021 March that you would
2 get your own mortgage and the house would be
3 transferred. Is that what your understanding was when
4 you drafted this?

5 A. Yes. Yes.

6 291 Q. Makes sense. So basically the
7 understanding of you and the exact wording was that by
8 March 2021 you were going to get your own new mortgage
9 without Mrs. Ferrante; is that correct?

10 A. That's right. Yes.

11 292 Q. And then the house would be transferred?

12 A. That's right.

13 293 Q. Would it be fair to say that your
14 understanding of this agreement was that until you gave
15 her the money she didn't have to transfer the deed to
16 you? In other words she didn't have to get her name off
17 until you fulfilled the terms of the agreement?

18 A. The agreement was fulfilled. I --

19 294 Q. I'm talking about what was required to be
20 done in March 2021 from the agreement itself?

21 A. Everything -- everything was all agreed
22 except your client.

23 295 Q. We're going to get into that.

24 A. Okay.

25 296 Q. So your understanding drafted by your

1 sister and given by your sister to Mrs. Ferrante that by
2 March 2021 you'd get a new mortgage, she'll get paid and
3 the deal would be done; is that correct?

4 A. That's right, yes.

5 297 Q. And there could be no other understanding
6 as to what you just gave your evidence right now; clear?

7 A. Yes. That's right.

8 298 Q. Okay. So gave her the \$10,000. You
9 fulfilled that part of the agreement. The first ten.

10 A. No. I gave her \$20,000.

11 299 Q. No. The first ten. We're going to break it
12 down. Everything is broken down, sir, okay? I want to
13 break it down for simplicity. And you fulfilled that
14 part, right? She signed the agreement; you gave her ten?

15 A. That's right.

16 300 Q. Then she moved out and you gave her
17 another ten?

18 A. That's right.

19 301 Q. In terms of this agreement how much more
20 were you required to give her?

21 A. I had to give her \$20,000.

22 302 Q. No. How much more were you supposed to
23 give her?

24 A. That's it. I had to give her --

25 303 Q. No. No. I'm reading this agreement as is.

1 I'm not making up something. It says clearly. It's all
2 I'm looking at --

3 A. Yeah. It says clearly, yeah. It says
4 \$10,000 when you sign the contract, \$10,000 when you
5 move out and \$10,000 when you sign the deed; when you
6 remove your name off the deed.

7 304 Q. What was the total, sir, you had to give
8 her? The total?

9 A. \$40,000.

10 305 Q. From the \$40000 was she required to pay
11 any other debts that you had?

12 A. No because we made that deal that I would
13 pay everything. She walked away free.

14 306 Q. So that's your complete understanding. On
15 payment of \$40,000 pursuant to the terms of the
16 agreement you'd assume all your debt and she would
17 assume all her debt; is that correct? Whatever she had.

18 A. I assume my debt and it was both our
19 debts. It was all on top of the house.

20 307 Q. What was the debts that you're referring
21 to that she would not be responsible for?

22 A. The -- it's all there.

23 308 Q. So tell me.

24 A. The second mortgage. The second mortgage.

25 309 Q. That would be your --

1 A. It's all --

2 310 Q. I want to go slowly, sir. Instead of going
3 trying to trial on this I'm trying to settle it, okay?

4 A. By settling tell your client take the deal
5 and it's done.

6 MS. OSADET: Mr. Ferrante.

7 BY MR. POMER:

8 311 Q. I'm asking you so she would be given
9 \$40,000 pursuant to the terms of this deal and in
10 consideration, sir, you'd get the house in your name; is
11 that correct?

12 A. Yes. Yes.

13 312 Q. You'd assume the second mortgage?

14 A. Yes.

15 313 Q. You'd assume any debts that you had with
16 your family members?

17 A. Yes.

18 314 Q. Would it be fair to say that Ms. Ferrante
19 never signed any of the debts that you're alleging that
20 your family either gave to you or loaned to you? Is that
21 what you're saying? Did she ever --

22 A. No. No. She knew because she came -- she
23 was with me when my parents lent us the money because we
24 were short for the house.

25 315 Q. I'm going to go slowly.

1 A. No. No. No.

2 316 Q. Sir, sir, it's my questioning.

3 A. Yeah. No problem.

4 317 Q. Did the cheque from your parents go to you
5 or go to both of you?

6 A. It went under -- I believe under -- it
7 went under my name.

8 MR. POMER: I need an undertaking. It's very
9 important. I need a copy of that cheque.

10 THE DEPONENT: We --

11 MS. OSADET: Yes. Sure.

12 --undertaking

13 BY MR. POMER:

14 318 Q. Have any payments ever been made on that?

15 A. No.

16 319 Q. And when did your parents lend the money?

17 A. I got to look at the date. 2017, 2016 when
18 we were doing work on the house.

19 320 Q. Why weren't any payments made? So the
20 cheque I believe went in your name subject to you
21 looking at it. And what did you do with the money? Did
22 you put it in the house?

23 A. We put it towards the house.

24 321 Q. You put it towards. The cheque --

25 A. No. No. No. No. We put it. The money went

1 right into the bank and then your client is the one who
2 did all the banking. I didn't do no banking. She did all
3 the banking.

4 322 Q. Okay but it's important in law to
5 determine who actually got the cheque.

6 A. We both got the cheque.

7 323 Q. Whose name was the cheque made payable to?

8 A. Again, the cheque was under my name. My
9 parents put it under my name.

10 324 Q. Okay. Fair enough. That's all I'm asking.

11 A. Yeah. Okay.

12 325 Q. Now, did you sister give a cheque?

13 A. I don't recall if she gave a cheque or she
14 just paid the bills when the contractors came. She paid
15 them because we were short.

16 326 Q. Are all the bills paid --

17 A. All of the --

18 327 Q. -- to your sister? Is everything --

19 A. My sister? No. No. We're still --

20 328 Q. How much --

21 A. I got to ask my sister. I got no idea. I
22 just know that --

23 329 Q. Did your sister give money to anybody?

24 A. Yes. My sister paid half of the workers
25 and paid half of my bills on the house.

1 330 Q. She paid half of your bills on the house,
2 right?

3 A. Not my -- not my bills; our bills. Let's
4 get something straight here. This is when we were --
5 when we were together; not separated.

6 331 Q. How did she pay them? By cheque? What did
7 she pay?

8 A. I don't know if she paid money to --

9 332 Q. Okay. Is there --

10 A. I don't know because like I said I'm not
11 the one who paid the bills. Your client --

12 MS. OSADET: Mr. Pomer, you've got to let him
13 answer the question.

14 BY MR. POMER:

15 333 Q. I did. I haven't said anything. I'm just
16 thinking. I haven't said anything, Counsel. You're
17 right. You're absolutely right. I haven't said anything.
18 I'm waiting for him to finish.

19 A. My sister wrote Sera, your client, a
20 cheque or gave her cash. I got no idea. I just know that
21 my sister lent us money and she's been living here
22 without paying. We're flipping it back and forth.

23 MR. POMER: I need an undertaking from you to
24 provide the evidence of how much money that she gave to
25 the family or to you.

1 MS. OSADET: Yes. We'll find out what that is.

2 MR. POMER: And the proof. And the proof and
3 any receipts. And any receipts.

4 THE DEPONENT: Receipts --

5 MS. OSADET: Mr. Ferrante, I answer the
6 undertakings.

7 THE DEPONENT: Sorry.

8 MS. OSADET: Well, I will make best efforts to
9 find out if there's any receipts but I'm not going to
10 necessarily be able to hunt down contractors but I'll
11 speak to the sister and get that information as best I
12 can and provide it to you. You have that undertaking 100
13 percent.

14 --undertaking

15 BY MR. POMER:

16 334 Q. Thank you. Fair enough. Now, you gave
17 evidence that the renewal of the mortgage was known by
18 both parties to be March 2021?

19 A. Yes.

20 335 Q. And that it was your understanding based
21 on this agreement that you would get a new mortgage and
22 pay her off and she wouldn't have to sign that mortgage,
23 would she? She'd be off title?

24 A. Yes. She had to be off of title, yes.

25 336 Q. And if she's off title she wouldn't be

1 required to sign any mortgage, would she?

2 A. No because she's off the house.

3 337 Q. She's off the house?

4 A. That's right.

5 338 Q. So it would be fair to say that the
6 understanding of all the parties was you would get your
7 mortgage renewal whether it's by stealing the money,
8 borrowing the money, gifted by your family; whatever.

9 She would be paid off the balance being \$20,000 and the
10 deed would be transferred to you?

11 A. That's right. With all the debts, yes.

12 339 Q. As of the date in March where the mortgage
13 with Effort Trust was to be renewed. It was finished.
14 That term would be finished March of 2021; is that
15 correct? That's when it all was to take place.

16 A. I would have done my mortgage from the
17 mortgage company, yes.

18 340 Q. Wherever you got the money. Didn't matter.

19 A. That's right. Yes. Yes.

20 341 Q. Wouldn't matter to you or her as long as
21 you gave her the cheque for the \$20,000; is that
22 correct?

23 A. That's right, yes. March 1st her name had
24 to come off the deed, yes.

25 342 Q. You also said that her name would come off

1 but you had to give her the money first or at the same
2 time?

3 A. No. Same time. When she takes her name off
4 the deed that's when she gets her \$20,000. She signed --

5 343 Q. Sir, we talked about this before.

6 A. Yeah.

7 344 Q. There was two things that had to happen in
8 March. You would have to get the money to pay her and
9 she'd have to sign the deed; is that correct?

10 A. No. I had the money.

11 345 Q. You had the money?

12 A. Yes.

13 346 Q. Did you ever tender her the \$20,000?

14 A. Why would I have to -- why would I have to
15 tender the \$20,000 when she didn't renew -- take her
16 name off the mortgage?

17 347 Q. We'll get to that. We'll get to that, sir.

18 A. Okay. Uh-huh.

19 348 Q. We agreed it's a mutual obligation; her to
20 get her name off and b) you to tender the money?

21 A. Your client had six months preparing this
22 because she knows that it takes six months to renew a
23 new mortgage and I did that. We renewed our -- we
24 talked. We had everything all ready to go. We talked
25 about her taking -- getting her and her lawyer. She

1 said, "I'm going to get my own lawyer. I'm going to get
2 everything. We're going to do everything."

3 At the end when it's time for the renewal she
4 refused to sign because she goes, "The house went up in
5 value. \$40,000 is not enough. Why don't you give me
6 another 20 and pay off my vehicle."

7 And I said, "No. I'm not doing that."

8 349 Q. That's your version. We'll get to it.

9 A. Yeah. That's my version.

10 350 Q. We'll get to that.

11 A. Yeah. Okay.

12 351 Q. I'm just telling you your understanding.
13 We'll get to that.

14 A. My understanding was that, yes. Yes. That
15 was the understanding.

16 352 Q. We'll get to that. Okay.

17 A. Okay.

18 353 Q. Now, I'm taking you back to where were you
19 going to get the money to pay her off so then she would
20 release herself from the deed? Where were you going to
21 get your money?

22 MS. OSADET: What's the relevance of that? He
23 said he had it. What's the relevance?

24 BY MR. POMER:

25 354 Q. Where did you have it, sir?

1 A. Private lender.

2 355 Q. You were going to get your money from a
3 private lender. Is that what you're saying?

4 A. I was -- yeah. I would have got -- I was
5 going to get my money from somebody. I don't have to
6 tell you exactly from who.

7 356 Q. Who was the somebody? You had the money
8 from a private lender; is that correct?

9 A. A lender could be a friend; could be
10 anybody. Yeah.

11 357 Q. But you said you had the money?

12 A. Yeah.

13 358 Q. So did you ever go to a lawyer and prepare
14 paperwork so that number one; she could get off the
15 mortgage? Sorry. The title?

16 A. She -- you're trying to --

17 359 Q. Here's the question: You were going to get
18 a mortgage on the property. Did you ever get a mortgage
19 commitment in writing at that time?

20 A. Approval? Yes. I had approval for a new
21 mortgage. Yes.

22 360 Q. With who?

23 A. Without Sera. Without your client's name
24 on it, yes.

25 361 Q. Thank you. And who was the mortgage

1 approval with?

2 MS. OSADET: Do you remember, Mr. Ferrante?

3 THE DEPONENT: No. I don't. I could find out if
4 you need to know but it should been on -- you should
5 have it on file yourself.

6 BY MR. POMER:

7 362 Q. Who is she?

8 A. You should have it, too.

9 363 Q. I don't have anything, sir. I'm asking
10 you.

11 A. Yeah. We sent it off to everybody.

12 MS. OSADET: Okay, Mr. Ferrante. We'll give you
13 an undertaking to provide it again to you, Mr. Pomer.
14 It's in the continuing record but --

15 MR. POMER: Thank you. If he doesn't --

16 MS. OSADET: Okay. Mr. Pomer, please. So we'll
17 provide it to you. Thank you.

18 --undertaking

19 BY MR. POMER:

20 364 Q. Now the second thing: Was it a private
21 mortgage or was it an institutional mortgage you're
22 referring to?

23 A. I don't remember. I don't know.

24 MS. OSADET: If he doesn't remember then he has
25 to get the documents. So if you want to ask him

1 questions about it I'll get the document and we can put
2 it to him but move on and then you can ask the questions
3 about the mortgage.

4 BY MR. POMER:

5 365 Q. Was it a written document? Your new
6 mortgage that you were going to get for March 21st to
7 pay off Mrs. Ferrante was it a written approval that you
8 had from somebody?

9 A. I don't understand that question.

10 366 Q. You said that you needed a mortgage to pay
11 off the money. That's your evidence, isn't it?

12 A. I need a mortgage to pay -- yeah. I had to
13 renew a mortgage. Yes.

14 MS. OSADET: Sorry. The question is to pay off
15 what money?

16 BY MR. POMER:

17 367 Q. Was she not owed \$20,000 at the end of
18 March? We had gone over this. I'll do it again.

19 MS. OSADET: You said the money. What money?
20 His mortgage?

21 MR. POMER: Okay. We'll dealing with only the
22 first paragraph; your responsibility and her
23 responsibility, okay? That's all I'm dealing with,
24 counsel and Mr. Ferrante, with all due respect. All
25 right?

1 MS. OSADET: That's fine.

2 THE DEPONENT: Wherever I get this \$20,000 it
3 didn't -- it doesn't matter where. It has nothing to do
4 with you. I could get it from my girlfriend. I could get
5 it from my mother. I could get it from my father. I had
6 the 20,000.

7 BY MR. POMER:

8 368 Q. Did you ever get --

9 A. It was your client that cancelled. Your
10 client was greedy.

11 369 Q. We'll get to that. We'll get to hers and
12 you can examine my client when you see fit. I just need
13 your evidence today and please take that down, Counsel.
14 That's not --

15 MS. OSADET: Well, I'm going to send it to you
16 to satisfy --

17 MR. POMER: I don't want anything sent. It's
18 his evidence today.

19 MS. OSADET: That's the undertaking you asked
20 for so I'm going to send it to you.

21 BY MR. POMER:

22 370 Q. No. I didn't undertake it. I asked him if
23 it was a private mortgage or written mortgage. So it
24 looks like by you attempting to get a mortgage, sir,
25 that you didn't have the money in the bank. You were

1 going to get a mortgage. You were going to get a new
2 mortgage to pay her off; is that correct? That was your
3 understanding and your direction?

4 A. No. I didn't have to get another mortgage.
5 No. It wasn't another --

6 371 Q. So that's fair enough. Your evidence today
7 you had to get another mortgage to pay her the balance
8 of the money owed; fair statement?

9 A. No. I didn't need to get another mortgage.
10 Who says I'm getting another mortgage for the \$20,000?
11 The \$20,000 I could have got from my girlfriend. I could
12 have got it from my parents without paying nothing so I
13 don't understand where you're going with another
14 mortgage.

15 372 Q. Would it be fair to say if you had the
16 \$20,000 in your pocket you could have given it to her or
17 presented it to her and if she didn't sign the mortgage
18 she would have been in direct breach; would that be a
19 fair comment?

20 MS. OSADET: You're asking him to speculate and
21 he's not going to --

22 MR. POMER: No. No. No. I'm asking --

23 MS. OSADET: No. No. No. No. He's not answering
24 the question. You're asking him to speculate what she
25 would have done. He's given you evidence. Your client

1 refused to sign off for the deed so she didn't get the
2 money. Don't answer the question, Mr. Ferrante.

3 --refusal

4 BY MR. POMER:

5 373 Q. Did you ever tender to Ms. Ferrante a
6 \$20,000 cheque before March 5th or March of 2021?

7 A. Did I bribe her?

8 374 Q. Did you ever tender?

9 A. Did I bribe her by giving her the money
10 first?

11 375 Q. No. Tender. Tender. Tender a cheque in the
12 amount of \$20,000?

13 A. No. I didn't have to tender her because
14 she was -- she had to -- she had get her name off the
15 mortgage. I didn't give her the money. I didn't give her
16 the \$10,000 before she signed the contract. I gave her
17 the \$10,000 after she signed. I gave her the \$10,000. I
18 didn't give her the \$10,000 --

19 376 Q. Okay.

20 A. Wait. Wait. Wait. I didn't give her the
21 \$10,000 before she moved. I gave her the \$10,000 after
22 she moved. So why am I going to give her \$20,000 before
23 taking her name off the mortgage?

24 377 Q. Did you ever --

25 A. The deal says --

1 378 Q. -- go to your lawyer to prepare a deed for
2 her to sign? Did you ever do that, sir?

3 A. No. I didn't need to go do it. She had to
4 get her own lawyer to remove her own name and I had my
5 lawyer to do mine.

6 379 Q. You have a lawyer at that time. I'm going
7 to take that as well. Did your lawyer ever send to Ms.
8 Ferrante any correspondence to get a deed signed?

9 A. No because your client refused to do
10 anything.

11 380 Q. So that's your evidence today?

12 A. Yes. Your client --

13 381 Q. You're telling me today you had a real
14 estate lawyer. Did that real estate lawyer ever send you
15 a letter or to Ms. Ferrante a letter asking for her to
16 sign a deed to your name?

17 A. We had the mortgage. I get to ask -- I got
18 to get you more information. All I know is that we had a
19 mortgage. We got approved for the mortgage. So we --

20 382 Q. With who? With who? We're talking about
21 2020. Who got approved for the mortgage?

22 A. Me and the girlfriend, Mary Ann. Mary Ann
23 D'Alberto.

24 383 Q. Let's talk about that.

25 A. Okay. We'll talk about that. Okay.

1 384 Q. Let's talk about that.

2 A. Here we go. Okay.

3 385 Q. First of all this is new evidence that
4 you're giving me today.

5 A. Now it's now evidence. Okay. Now it's new
6 evidence.

7 386 Q. What was your understanding? You'd go to
8 Effort Trust to get a new mortgage; is that correct?

9 A. No. I didn't go to Effort Trust. The
10 paperwork was there. I just showed it to you but you
11 didn't want it as evidence.

12 387 Q. Did you ever go on or about February 2021,
13 before that date, to Effort Trust?

14 A. I don't recall.

15 388 Q. Do you know --

16 A. To do what with Effort Trust? To get a
17 mortgage?

18 389 Q. Yes.

19 A. I don't know. I got to ask my partner if
20 we did with it them or if we did it -- I'm not too sure.

21 390 Q. Not sure?

22 A. I could find out. Would you like me to
23 find out? I could ask right now.

24 391 Q. Where is she?

25 A. I could call her. Give me one sec.

1 MS. OSADET: Mr. Ferrante, we're not bringing
2 in outside people for your testimony, okay? That's not
3 happening.

4 Mr. Pomer, I have already told you I will
5 provide you with an undertaking for the mortgage offer
6 that included an offer to Mr. Ferrante for the property
7 58 Harvest Moon dated March 11, 2021 and you'll see when
8 you review the document that it's from Home Trust; not
9 Effort Trust. So you'll have my undertaking. I'll
10 provide that mortgage offer dated March 11, 2021 from
11 Home Trust.

12 MR. POMER: Bear with me for a second.

13 MS. OSADET: I need to take a health break. I
14 need a few minutes.

15 MR. POMER: Okay.

16 --break at 11:51 a.m.

17 --upon resuming at 11:58 a.m.

18 BY MR. POMER:

19 392 Q. Mr. Ferrante, so you knew that the
20 agreement required your obligations and her obligations.
21 I'm talking paragraph one of the separation agreement.
22 Would that be fair?

23 A. Yes.

24 393 Q. Thank you. Very simple and that's all I
25 wanted. So always we're dealing now with paragraph one

1 so I don't want you to be confused unless I divert,
2 okay? So you knew that your first mortgage, your
3 evidence is, that you would be renewing that mortgage or
4 getting a new mortgage to pay her off and continue on
5 living with your girlfriend in that house. Fair enough?
6 That's what it says or that's what it means.

7 A. But not a --

8 MS. OSADET: Sorry. I didn't understand the
9 question myself. What was the question?

10 BY MR. POMER:

11 394 Q. Okay. You knew you had to pay her off
12 \$20,000 as of March 21st?

13 A. Yes.

14 395 Q. Clear. Crystal clear?

15 A. Yes. I had to pay her the \$20,000, yes.

16 When she --

17 396 Q. Crystal clear that this agreement required
18 you to pay her off \$20,000 by March 2021; your
19 obligation?

20 A. When her name came off the deed.

21 397 Q. No. No. No. No.

22 A. Yeah. Yeah. That's what it says on the
23 paper. Don't try changing things.

24 398 Q. I'm not changing it. I'm just reading it.

25 A. You are. You are.

1 399 Q. No. No. That's your obligation to give her
2 20 and her obligation was to get off title. That's
3 simple.

4 A. That's right. I had to give her \$20,000
5 when her name came off the deed, yes.

6 400 Q. So in light of that you were required to
7 go to a mortgage company to give her the \$20,000. That
8 was your contemplation?

9 A. I had to go -- I had to go to a mortgage
10 company to get \$20,000 to pay your client?

11 401 Q. That's right.

12 A. No. I didn't have to go to a mortgage to
13 get money to pay your client.

14 402 Q. You mean you could have got that money
15 from any source, couldn't you?

16 A. Yeah. I could have had the \$20,000 in my
17 bank account. I could have had the money --

18 403 Q. Did you ever have the \$20,000 in your bank
19 account to pay her off?

20 A. Did I have it in my account?

21 404 Q. Did you ever present her with a cheque?
22 Just not give it to her.

23 A. No. I didn't present her no cheque. Why
24 would I have to present her a cheque when her name was
25 still on the deed?

1 405 Q. I agree but --

2 A. Okay. So why are you asking me the same
3 question over?

4 406 Q. I just want to know the facts.

5 A. That is the facts. When her name came off
6 the deed --

7 MR. POMER: I think, Counsel, please intervene.
8 I'm asking --

9 MS. OSADET: Actually, Mr. Pomer, you're not
10 and I'm going to take you to the agreement. I'm just
11 going to share the screen because I'm actually really
12 tired of this.

13 BY MR. POMER:

14 407 Q. Had you ever --

15 MS. OSADET: Stop asking this question because
16 look at this right here, okay? It says right here the
17 final \$20,000 when Serafina is removed from the mortgage
18 deed. You've asked and answered this question.

19 MR. POMER: No. I have not.

20 MS. OSADET: He's never going to agree to what
21 your interpretation of it is so move on.

22 BY MR. POMER:

23 408 Q. How many mortgage companies did you go to
24 in on or about let's say from January 2019 until March
25 2021? Private or otherwise how many mortgage companies

1 did you go to to get a mortgage?

2 MS. OSADET: What relevance has that got to do
3 with anything in issue in this case?

4 BY MR. POMER:

5 409 Q. Well, it's clear that, sir, you went to
6 Home Trust first, didn't you? Did you go to Home Trust?

7 A. For what? I don't understand. What kind of
8 -- what kind of question is this?

9 410 Q. I'm taking you back to --

10 A. 2019 that's when we were still together
11 with your client. With your client.

12 411 Q. No. No. 2021. 2021 did you go to --

13 A. With your client -- with your client I
14 went to about 50 -- 50 different people getting
15 different mortgages. There was so many different
16 mortgages I can't count anymore.

17 412 Q. My mistake. Did you and Ms. Mary Ann
18 D'Alberto go to Home Trust?

19 A. I can't recall. I have to find out.

20 413 Q. I have in front of me a mortgage loan
21 commitment letter of approval that was addressed to you
22 and a person called Ms. Mary Ann D'Alberto?

23 A. Okay. Yeah. D'Alberto, yeah.

24 414 Q. I must have got that only from one of your
25 affidavits because it's only addressed to two parties.

1 So it's addressed Mr. Rino Ferrante and Ms. Mary Ann
2 D'Alberto with signatures dated March 15, 2021?

3 A. That's with the new mortgage company that
4 -- that I got approved with.

5 415 Q. That's right. Now you sort of recollect
6 that now?

7 A. Yes. Okay. You're --

8 416 Q. And that's the agreement, the mortgage
9 commitment that your lawyer put on the screen for you
10 and I to look at; the Home Trust one?

11 A. Yes. The one --

12 417 Q. In your lawyer's possession and it could
13 only have come from you because she wouldn't have it
14 unless you gave it to her?

15 A. That's right. We went with a different
16 broker, yes. Okay.

17 418 Q. I'm just talking about a mortgage
18 commitment that your lawyer put on the screen for you to
19 look at about 15 minutes ago. That's what I'm referring
20 to.

21 A. Okay. Yeah. That's the one I got -- that's
22 the one I got approved for.

23 419 Q. Counsel, can you send it to him now so I
24 can ask him --

25 A. No. I know what you're talking -- that's

1 the approved -- we got approved for a mortgage, yes. And
2 your client refused to sign so we had to cancel it.

3 420 Q. Hold on just a second. We'll get to that.
4 We'll get to that.

5 A. We'll get to that.

6 421 Q. Okay. We'll get to that. From that
7 document and if your lawyer wants to send it to you,
8 there you go, you signed --

9 A. I have that, yes. I have that, yes.

10 422 Q. And what was the amount? It was for
11 \$880,000?

12 A. No. \$880,000.

13 423 Q. That's what I said. At 3.89, right?

14 A. Yeah.

15 424 Q. And there was a commitment fee of \$8,800,
16 right?

17 A. Okay.

18 425 Q. Is that correct?

19 A. That's what I said. It's there, yeah.

20 426 Q. And you signed that? You initialled each
21 page of this thing; both you and Mary D'Alberto; is that
22 correct? Initialled each page?

23 A. Yes.

24 427 Q. There is five pages.

25 A. Yes. Okay. We signed it all. Yes. Okay.

1 428 Q. That's your signature. So --

2 A. Okay. We signed it.

3 429 Q. Based on that you were going to get a new
4 mortgage, pay her off and she had to sign the deed and
5 that would be the end of the agreement?

6 A. That's right.

7 430 Q. I agree. Thank you. Now, was there any
8 other payments required for you to be made in order to
9 finalize this agreement?

10 A. No. Just \$20,000. I had to keep paying all
11 the debts. The debts were all mine. She only gets --

12 431 Q. Here is the question. I'm going slowly,
13 please, because I know. It says in this commitment all
14 you had to pay is a further \$8,800 on the document
15 itself; is that correct?

16 A. Pardon me?

17 432 Q. You had to pay a commitment fee. You and
18 Mary were required to pay a commitment fee; is that
19 correct?

20 A. I guess so. Okay.

21 433 Q. It's on the first page?

22 A. Okay. I guess so. If it's there and I
23 signed it; it's there. Okay.

24 434 Q. Now, in order for you to get the \$880,000
25 mortgage because you would have had to pay off the

1 mortgage with Effort Trust; is that correct?

2 A. I believe so, yes. I --

3 435 Q. In other words --

4 A. -- didn't go to school but I guess so,
5 yeah.

6 436 Q. You needed this money to pay off the
7 existing mortgage with Effort Trust?

8 A. Yeah. That's how it works when you go from
9 one -- from one mortgage to another one, yeah.

10 437 Q. And it's clear from this document that the
11 mortgage commitment or loan commitment letter of
12 approval was only in the names of yourself personally,
13 Mr. Rino Ferrante, and Ms. Mary Ann D'Alberto?

14 A. That's right.

15 438 Q. And nowhere in that document did it say
16 Ms. Ferrante; is that correct?

17 A. That's right. Yes.

18 439 Q. Simply because she wouldn't be on the deed
19 anymore, right?

20 A. That's right, yes.

21 440 Q. And therefore not responsible for any new
22 mortgage?

23 A. That's right.

24 441 Q. Okay. And then from the money there you
25 would be paying off Ms. Ferrante and the whole

1 agreement. Did you have a real estate lawyer at that
2 time in mind?

3 A. I didn't have one at that time. I -- we
4 weren't at that stage yet because your client refused.

5 442 Q. Okay. We'll get --

6 A. We got the --

7 443 Q. We'll get to the refusal. We're going to
8 get there and then I'm sure your answer is already
9 prepared and I'm not worried about that. We'll get there
10 guaranteed.

11 Okay. Now, was there any further money
12 required for you to pay to get this mortgage with Home
13 Trust?

14 A. Was there any what?

15 444 Q. Any further cost required for you to get
16 this mortgage other than the \$8,800?

17 A. No because I paid the second mortgage off.
18 So you skipped -- you skipped the mortgage, the second
19 mortgage, eh? That's okay. You forgot about that.

20 445 Q. As you well know mortgages always or could
21 have conditions required for you to finalize the
22 mortgage. That's the way the mortgage world works.

23 A. But see; you're going stage by stage but
24 you forgot about the second mortgage but that's okay. We
25 can keep on going.

1 446 Q. We're not there yet. We're just --

2 A. No. The second mortgage was before all
3 this but that's okay because the second mortgage renewal
4 was before this but that's okay.

5 MS. OSADET: Mr. Ferrante, I need you to stop
6 for a minute. Mr. Pomer, I'm listening to your questions
7 and it seems to me you're suggesting that the \$8,800 for
8 the commitment fee is in addition to; that he had to
9 come up with that. It's taken off the mortgage fee. So
10 --

11 MR. POMER: Whatever. It's a requirement. Just
12 one of the requirements. That's all.

13 MS. OSADET: Yes. Okay.

14 MR. POMER: It's a requirement. His grandmother
15 could have given him the \$8,000. We don't care. It's --

16 MS. OSADET: No. No. Mr. Pomer --

17 MR. POMER: -- part of the mortgage commitment.

18 MS. OSADET: Mr. Pomer, are you not a real
19 estate lawyer?

20 MR. POMER: I want his understanding. I have my
21 understanding. I want Mr. Ferrante's understanding.

22 MS. OSADET: You need to be fair to Mr.
23 Ferrante and --

24 MR. POMER: I am. That's why I'm going slowly.

25 MS. OSADET: No. I don't think so.

1 MR. POMER: I'll tell you why I'm going slowly.

2 MS. OSADET: Well, you're asking a question
3 that you know the answer is wrong.

4 MR. POMER: I asked him to look at page one and
5 say that there was a commitment fee of \$8,800. That's
6 all I'm saying. I didn't say who was going to pay it.

7 MS. OSADET: Okay. Good. So move on.

8 BY MR. POMER:

9 447 Q. Was there any other financial requirements
10 from you that was required from Home Trust to get this
11 mortgage as part of you getting the deal done? Do you
12 recall?

13 A. Your client had to take -- she had to
14 remove her name off the deed.

15 448 Q. That's correct. That's not a financial
16 requirement of her. We know that she had to be off. I
17 agree.

18 A. Okay. I --

19 449 Q. I'm asking is there --

20 A. I had to get --

21 450 Q. I'm asking you a separate question.

22 A. I had to get a lawyer to get -- to get my
23 papers ready.

24 451 Q. Was there any other financial requirement
25 of Home Trust that was required for you to finalize this

1 deal?

2 A. No. What I know, no.

3 452 Q. Okay. I'm asking you because I got this
4 from your law office, all right, to look at who is Pat
5 Dowling; do you recall?

6 A. She's a broker.

7 453 Q. And this was given to you and who is Mary
8 Ann?

9 A. My girlfriend.

10 454 Q. So I have something from Pat Dowling given
11 by your office at some point because I would have only
12 got it from your office. I don't know when. I'll have to
13 look it up. There's an e-mail of March 11, 2021 at 6:54
14 that it was addressed to Mary Ann. Do you know her
15 e-mail by the way? I'll confirm it.

16 A. Malta at Yahoo I think or something like
17 that.

18 455 Q. 15@yahoo.ca, okay. So an e-mail went out
19 for her. Do you recall ever seeing that e-mail or
20 knowing about that e-mail? It's a March 11, 2021 that
21 was given to me or received somewhere.

22 A. I don't know. I don't know if I recall if
23 I seen it or not.

24 456 Q. I'm going to read it to you. You know
25 about this today. Do you recollect some sort of e-mail

1 required you to pay more amount of money?

2 A. I don't recall.

3 MR. POMER: I'm going to read this to him and
4 can you give that to him, Margaret, or do you want me to
5 send it to you?

6 MS. OSADET: Sorry. What is it that you're
7 asking me to give to him?

8 BY MR. POMER:

9 457 Q. It says here. It says, "I need you and
10 Rino to initial and sign on the pages indicated to just
11 let Home Trust know you wish to proceed with the deal.
12 They have set aside this money for you and want to
13 confirm that you want to go forward with the refinance.
14 There is no penalty to decide not to proceed with them.

15 In addition we will need to pay out the
16 following items; RBC \$28,000, Fairstone \$3,805, Capital
17 One \$7,415, Scotialine \$22,000 and CIBC \$3,259. There is
18 a lender fee of \$8,000. Home Trust will be holding back
19 five months of property taxes on closing of \$2,104.55
20 and I estimate approximately \$1,500 for legal fees."

21 A. Yeah. We were paying off my Visas.

22 458 Q. And it's based on an appraisal of 1.1
23 million dollars?

24 MS. OSADET: How much?

25 BY MR. POMER:

1 459 Q. 1.1 at that time. That's what the letter
2 says. That's what the letter --

3 A. They wanted to pay off all my Visas, yes.
4 For me to get the mortgage they were going to pay those
5 off.

6 460 Q. Now you recall that letter?

7 A. You're reading it now, yeah. Okay.

8 461 Q. Did you ever give confirmation to Home
9 Trust that you would do this? Pay off these amounts of
10 money?

11 A. No because -- because your client
12 cancelled so there was no point in me -- I just told
13 them we were done.

14 462 Q. Okay. I understand that they cancelled.
15 Okay. Fair enough. At what time --

16 A. They didn't cancel. I cancelled. I
17 cancelled.

18 463 Q. Hold on. Let's get this straight. Let's
19 get this straight. You cancelled the deal or who
20 cancelled this deal with Home Trust?

21 A. Holy shit. Your client cancelled so I had
22 to call Home Trust and cancel with them because your
23 client cancelled. Your -- your client backed out of the
24 deal.

25 464 Q. When and how did my client back out of the

1 deal? Tell me the details?

2 A. How? How?

3 465 Q. And when? And when?

4 A. When your client came -- came over to
5 visit, came over to visit because we're selling
6 everything and when we were talking about --

7 466 Q. When would that have been, sir?

8 A. It was me, Mary Ann and Serafina.

9 467 Q. Okay. I'm telling you it says here on the
10 deal by March of 2021. Would it have been before March
11 or after March?

12 A. It was before March when we had to do this
13 because we had to get -- we had to get the lawyers and
14 everything. You don't do that in one day.

15 468 Q. So you're trying to tell me she refused or
16 tell me what happened and where? Tell me exactly what
17 was said and how Ms. Ferrante cancelled the deal. Tell
18 me when and where first of all?

19 A. When and where? The first time was when I
20 talked to her over the phone. That was maybe the first
21 week in the month that we started talking.

22 469 Q. What month, sir? What month?

23 A. That month there; whatever month that is.

24 470 Q. Was it February or March?

25 A. When was the mortgage renewal for?

1 471 Q. Sir, I just asked you. You said she
2 cancelled the deal. When did she cancel the deal?

3 A. Okay. When did I have to sign the
4 mortgage? I'm asking you a question. What month was it
5 because I'm not --

6 MS. OSADET: You can't ask him --

7 THE DEPONENT: Okay, Margaret.

8 MS. OSADET: It's okay. Mr. Ferrante, if you
9 don't remember then that's what you answer, okay? You
10 just say, "I don't remember."

11 THE DEPONENT: Okay. I don't remember. Okay.

12 MS. OSADET: Because then Mr. Pomer can put a
13 document to you to help you refresh your memory and Mr.
14 Pomer knows how to do that with witnesses. So if you
15 don't remember just say you do not remember, okay?
16 That's the answer if you don't remember.

17 BY MR. POMER:

18 472 Q. But this is a serious allegation you have
19 against my client. Very serious. How --

20 A. And I asked you what month because I don't
21 remember.

22 473 Q. I'm asking you, sir, what is your
23 recollection of how she cancelled her commitment and
24 what did she say to you?

25 A. A week in the month. Now what month it was

1 you don't want to help me out what month it was renewal.
2 I'm asking you what the renewal date was. When was the
3 renewal date? What month?

4 474 Q. Sir, I'm telling you right now you went to
5 Home Trust. I'll tell you the date you seem to have gone
6 to Home Trust. When did you go to Home Trust? That's a
7 good question. When did you go to Home Trust?

8 A. That I don't remember. That I don't
9 recall.

10 475 Q. Sir --

11 A. I got to ask -- I got to ask the
12 girlfriend.

13 476 Q. It's important.

14 MS. OSADET: I'm going to tell you right now.

15 MR. POMER: Hold on.

16 MS. OSADET: You're asking him to remember
17 dates. He doesn't need to have these committed to
18 memory. Put the document to him.

19 Mr. Ferrante, the question being asked of you
20 is to explain to Mr. Pomer what Serafina Ferrante did
21 that made you believe she had decided to cancel her
22 agreement to take her name off the mortgage. That's the
23 question you need to answer for Mr. Pomer.

24 THE DEPONENT: But he wants to know the date.
25 What month? I'm asking what month. When was the renewal

1 again?

2 MS. OSADET: It doesn't matter what month. Just
3 if don't know the date don't say it. Just give the
4 answer of what you recall to support your claim that
5 Mrs. Ferrante breached her agreement by refusing to take
6 her name off the title.

7 THE DEPONENT: Very easy. A month before --
8 that week and that month of the renewal I called -- I
9 talked to your client over the phone about the renewal
10 was coming up and she goes, "I want you to pay off my
11 car as well."

12 I go, "I can't afford to pay off your vehicle
13 but the contract is a contract. We have to -- you have
14 to sign the mortgage. You have to sign the contract. You
15 have to get your name off the mortgage to get your other
16 money if you want it."

17 She goes, "Okay. I'm going to think about it."

18 BY MR. POMER:

19 477 Q. Okay.

20 A. No. I'm going to finish. No. No. Let me
21 finish.

22 478 Q. Okay.

23 A. She goes, "Okay. Let me think about it",
24 okay?

25 I didn't bother calling her, okay? A week --

1 the second, the following week after that's when she
2 came -- she -- no. How did it work? Was it that week
3 there or the week after?

4 Yeah. The second week after she called and she
5 goes, "I'm not -- I want you to pay off my vehicle."

6 I go, "I'm not doing that", okay? I go, "I'm
7 not paying off your vehicle. A deal is a deal."

8 I said, "You signed the contract. That's what
9 the contract is. You're walking away free."

10 479 Q. Okay. Sir?

11 A. Yeah?

12 480 Q. Look at the first paragraph of the
13 contract. I want you to go by those dates, okay? We're
14 still dealing with the simple first paragraph of your
15 separation agreement for dates, all right? That's all
16 I'm asking you to remember your dates, okay?

17 This is an important fact that you're alleging
18 and I understand it's important to you and it's
19 important to my client. So by referring to the first
20 paragraph, okay? The renewal of the mortgage was March
21 2021.

22 A. So February. It was in February. February
23 the first week I started talking to your client.

24 481 Q. So now you're sure that it's the first
25 week in February you talked to Mrs. Ferrante?

1 A. That's right, yes. Because the renewal was
2 coming up.

3 482 Q. Now, who made the call? You did or she
4 did?

5 A. I made -- I made the call to her. This was
6 the first time I called her was six months ago prior to
7 that and then --

8 483 Q. Okay. Fair enough. Just because I asked a
9 question and okay. So somewhere in February 2021 you
10 phoned Ms. Ferrante?

11 A. Yeah.

12 484 Q. And what was the nature of the phone call
13 that you made?

14 A. That was -- that was a phone call for an
15 update if she's doing -- if she got a lawyer to -- to
16 take her name off the mortgage.

17 485 Q. And what did she say to you?

18 A. "No. Not yet. I'm still looking into it
19 but I want -- I want more money. I want you to pay off
20 my vehicle as well."

21 That was in February because I called her.

22 486 Q. How much more money did she want from you?

23 A. She wanted me to pay off her vehicle.

24 487 Q. So what did she exactly want from you from
25 your understanding of the conversation?

1 A. She wanted the 20 plus she wanted me to
2 pay off her vehicle. She goes, "I've been living with
3 you for 18 years. I deserve more than \$40,000."

4 488 Q. Did you ever send an e-mail to her or she
5 sent an e-mail to you? Do you have any e-mails?

6 A. No. Nothing. It was all on the phone
7 verbal.

8 489 Q. What was your response to that?

9 A. "I can't afford that. I can't pay off your
10 -- I can't pay off your vehicle. A deal is a deal. You
11 left me with all the debts and you're walking away as a
12 free woman with \$40,000 and I'm in the hole."

13 490 Q. So it's your evidence today you knew at
14 the beginning of February 2021 that she wouldn't be
15 signing?

16 A. Yes.

17 491 Q. Did you go to a lawyer to tell the lawyer
18 to write a letter to her to confirm your conversation?

19 A. No.

20 492 Q. Did you ever confirm the conversation by
21 way of e-mail? Did you tell anybody? Did you tell your
22 common-law spouse?

23 A. Yeah. She knew about it, yeah.

24 493 Q. As far as you know or you can undertake
25 did your common-law spouse do anything after this

1 February 2021 conversation?

2 A. No. If I knew I would have went to the --
3 I would have went and charged your client but I didn't
4 know the rules. So --

5 494 Q. So your best evidence today and it will be
6 at trial that you knew in the first week of February
7 that she wanted an extra \$10,000?

8 A. No. It wasn't an extra \$10,000. It was an
9 extra almost \$30,000.

10 495 Q. How do you know how much the balance of
11 the car was at that time?

12 A. Because I have it on my phone. So it was
13 about 26, \$27,000; something like that. Even 30. I don't
14 remember off by heart now. So it was in that -- in that
15 amount.

16 496 Q. So you're saying that as of February 2021
17 there was 25 to whatever owing on the car; is that
18 correct?

19 A. Yes.

20 497 Q. You said you had it on your phone. Can you
21 undertake to provide whatever is on the phone as to
22 what's owing?

23 A. Yeah.

24 498 Q. At that time.

25 A. Not that time. It shows me what is

1 outstanding right now. At that time.

2 499 Q. No. At that time. I'm talking February
3 2021?

4 A. No. I can't get that.

5 500 Q. But you said you had it on your phone.
6 Just your words. I'm not fighting with you.

7 A. Yes. My phone shows me what's owing on the
8 vehicle right now from my bank. I can't go -- I don't
9 have the account from her -- her lender.

10 501 Q. What is owing now, sir?

11 A. Hey. Come here for a minute.

12 MS. OSADET: What was the question? I didn't
13 ever hear it.

14 THE DEPONENT: He wants to know how much is
15 outstanding on the client's vehicle. I don't understand
16 why --

17 MS. OSADET: Actually, no. My client's not
18 answering that. We'll make best efforts to look at his
19 phone for communication from your client.

20 MR. POMER: Why best efforts?

21 MS. OSADET: No. No. No. Given that my client
22 is telling you it came from your client you have access
23 to the evidence. So if he has it we'll give you best
24 efforts under advisement to look for it. That's what
25 we'll do. And I'll let you know if we can answer it.

1 --under advisement

2 MR. POMER: Is there a reason why you can't
3 answer it?

4 MS. OSADET: You're asking him to look through
5 his phone and I said I'd give you an undertaking. We'll
6 make best efforts to see if he has the text messages or
7 whatever it was but here's the problem: My client
8 answered that the discussions with your client and him
9 they were dealt with verbally, okay? And you're now
10 asking him questions of how much more she wanted to get
11 out of him. He's answered 30. That's the answer, okay?
12 So move on.

13 BY MR. POMER:

14 502 Q. Thank you. Thank you. Do you have any
15 proof at all or any text message, any communication in
16 writing to back up what happened as pursuant to the
17 verbal conversation on February the first week?

18 A. No. No.

19 503 Q. Based on the conversation you had with Ms.
20 Ferrante it was your understanding that she wanted
21 approximately \$30,000 more than the 20?

22 A. Whatever the vehicle -- whatever was
23 outstanding on the vehicle she wanted me to pay.

24 504 Q. In addition. So she wanted then from your
25 conversation with her that she was entitled to the 20

1 and she wanted another 30, give or take?

2 A. Give or take, yes.

3 505 Q. You're saying yes to that? She was
4 entitled to the 20 and she wanted further money to pay
5 off her car?

6 A. No. She wanted me to pay off the car. She
7 wanted me to give her \$20,000 and then she wanted me to
8 take over her debt to pay off the car.

9 506 Q. Fair enough. So what was your
10 understanding as of February as to what was she entitled
11 to get and what did she want to get? Can you break it
12 down? What she was entitled to get pursuant to --

13 A. Entitled was \$20,000. That's all she was
14 entitled to was \$20,000 and she wanted an extra 30 or
15 whatever it was to pay off her vehicle.

16 507 Q. So you're saying to me her entitlement
17 that you were aware of as of February 2021 was \$20,000;
18 is that correct? Her entitlement. And your understanding
19 --

20 A. Her entitlement was \$20,000, yes. Her
21 entitlement was only -- only \$20,000.

22 508 Q. Now, was she responsible for any other
23 bills or any other loans or any other payments?

24 A. Zero. Zero. Zippo. Zip. Zip. Zero.

25 509 Q. In other words if you gave her \$20,000 --

1 A. Yeah.

2 510 Q. -- she would be rid of any other debt that
3 you may have with your family members or any lines of
4 credit or any mortgage that was paid off; is that
5 correct?

6 A. Yes because -- because the house would be
7 under me. I was taking over the debt.

8 511 Q. So clearly although you had paid off or
9 somebody had paid off that second mortgage she wouldn't
10 be responsible for that either, would she?

11 A. That's right, yes. Because she had to take
12 her name off the mortgage.

13 512 Q. I'm making it clear that all the debts
14 pertaining to the house and your family members would be
15 your responsibility and all she had to do was sign the
16 deed to --

17 A. And get her \$20,000, yes.

18 513 Q. And get the \$20,000; nothing else?

19 A. That's right. That's right.

20 514 Q. And that's your understanding which is
21 clear. Crystal clear, sir?

22 A. Yes. It's crystal clear. It's on the
23 contract. Crystal clear, yes.

24 515 Q. Crystal clear to you at the time --

25 A. And to you and the contract. And the

1 contract. Crystal clear.

2 516 Q. You interrupted the question. I know. I'm
3 going slowly. Crystal clear --

4 A. I am going slow. It's crystal clear. It's
5 crystal clear on your contract. You can see it.

6 517 Q. Crystal clear at the --

7 A. Yeah. It's --

8 518 Q. The \$20,000 was owing to her as of 2021.

9 MS. OSADET: Oh my God. You --

10 BY MR. POMER:

11 519 Q. Hold on. I get to finish my thing. And
12 then further she was asking for the payment back and
13 nothing; no other debts.

14 A. That's it. It was only the \$20,000.

15 520 Q. Thank you. So you knew as of the first
16 week of February that she wanted that car payment paid
17 off?

18 A. That's right.

19 521 Q. When did you first go to Home Trust?
20 Would it be after that conversation or before?

21 A. It was way before we did the Home Trust
22 because it takes six months to get a contract. Get a --

23 522 Q. I'm saying the date of the Home Trust
24 commitment to you was in March. That's after the
25 February first week conversation; is that correct? The

1 date you signed the commitment letter to Home Trust?

2 MS. OSADET: I don't really understand the
3 question.

4 BY MR. POMER:

5 523 Q. Okay. We had the conversation whereby Ms.
6 Ferrante required or requested a further payment off of
7 her car loan and that was the first week of February
8 2021. That's been confirmed. Is that correct? You don't
9 understand the question. We're going the basics again.

10 MS. OSADET: Confirm yes or no, Mr. Ferrante;
11 is that correct? The first time you heard about the
12 request for more money from Mrs. Ferrante was in
13 February --

14 THE DEPONENT: Was the month that we had to
15 renew.

16 BY MR. POMER:

17 524 Q. The month before. We talked about it. It's
18 in February 2021. That's when you had it. We've gone
19 over this 15 times.

20 A. Okay. So February but I had this first
21 mortgage, the mortgage renewal we had was prior to that
22 already. The new one.

23 525 Q. Just a second, sir. Don't keep mixing up
24 the dates. That's why I go slowly and sometimes I have
25 to ask you twice so you remember what's going on. You

1 had the conversation in February 2021; the first week.
2 The month before; those are your words?

3 A. I had a prior -- we had a talk prior to
4 that. Six months, eight months prior to that about the
5 mortgage.

6 526 Q. No. No. No. No. Sir?

7 A. Yes. Yes. Yes. I just said that.

8 527 Q. Who did you have a talk with? Who did you
9 have a talk with?

10 A. With your client. I said that earlier to
11 you. I said I talked to your client six months prior
12 about renewing the mortgage.

13 528 Q. I understand because that's what the
14 commitment says, okay? That's what your letter of
15 separation says?

16 A. Yes. So I talked to her six --

17 529 Q. But the first time you were aware, your
18 evidence, sir, is by a conversation the first week of
19 February she was now asking for a further payment?

20 A. That's right, yes.

21 530 Q. Whatever it was.

22 A. But --

23 531 Q. You learned that on the first week of
24 February; your evidence?

25 A. Yes. Give or take, yeah. February, yes.

1 The same month when it was time for renewal, yes.

2 532 Q. The month before. We --

3 A. It was the same -- it was the same month.

4 Not the month before. The same month.

5 533 Q. Now it's different.

6 A. The same month of the renewal. So if the
7 renewal --

8 534 Q. Sir, sir, I've given you so much time to
9 look at it and remember dates. It's important.

10 A. March 1st. Okay. March 1st is the renewal
11 date, correct? March 1st?

12 535 Q. Hold on. This is your evidence. I've
13 given you the contract. You said a month before. You
14 said that 15 times. You had a conversation with Ms.
15 Ferrante?

16 A. Okay but you're changing -- you like to
17 sneak shit in. So February 15 we say; February 10.
18 That's when your client came to me saying that she
19 wanted me to pay off her vehicle and I said no. Plain
20 and simple. That's what it was. So your client said no.
21 We left it alone.

22 MS. OSADET: No. No. No. You know what? We're
23 going to take the lunch break. It's 12:30 and --

24 BY MR. POMER: No. No. No. We're not. I want to
25 get this part before you have a chance to talk to him.

1 MS. OSADET: It's too confusing.

2 MR. POMER: I'm entitled to get this
3 information.

4 THE DEPONENT: No. No.

5 MR. POMER: I am entitled before we go --

6 THE DEPONENT: Okay. Okay. Keep going. Okay.
7 Keep going. So --

8 MS. OSADET: Mr. Ferrante, stop talking. We
9 will come back.

10 MR. POMER: No. I want to get this information.

11 MS. OSADET: You're not getting anywhere. You
12 are getting nowhere. You've repeated the question so
13 many times.

14 MR. POMER: But the answers keep changing.

15 MS. OSADET: He's answered it. We are having
16 lunch for half an hour because you've got to look at
17 your questions and you have to ask --

18 MR. POMER: Then we're going to read back.

19 MS. OSADET: Talk over me, Mr. Pomer. Go ahead.

20 MR. POMER: We'll read back the information.
21 I'm entitled to proper answers to fair questions that
22 are relevant.

23 MS. OSADET: Then ask a question that's
24 understandable. Honestly. We're taking lunch.

25 BY MR. POMER:

1 536 Q. Is there anything, Mr. Ferrante, you don't
2 understand by my simple questions? Is there anything you
3 don't understand?

4 A. No. Except that it feels like you're
5 changing it. If it was February -- I asked -- it was the
6 month that we had to renew the mortgage. So February 15
7 it was; February 10. And we did it from there.

8 That's when your client said your client
9 wanted more money. I said no. I can't afford it. So
10 that's when we know. So either she was changing her mind
11 or whatever; leave it alone.

12 When it was time for renewal your -- your
13 client signed the mortgage for one more year. There you
14 go. Where you want to go now? :

15 537 Q. I agree. I agree. So --

16 A. Okay. So let's keep going.

17 538 Q. I'm just trying to get from you a
18 confirmation. You look at --

19 A. The confirmation was by verbal. She came
20 to the house and she wanted more money.

21 539 Q. This was in February; a month before?

22 A. It was two weeks prior to renewal.

23 MS. OSADET: What's the relevance of when she
24 did it? It happened and --

25 BY MR. POMER:

1 540 Q. After you found out that she required more
2 money to pay off her car you signed with Ms. D'Alberto a
3 mortgage on March 15, 2021?

4 A. Yeah because we were renewing for the
5 mortgage because we thought your client was going to
6 change her mind but she never did. She was still stuck
7 in the --

8 541 Q. That's what you signed. That's when you
9 signed it; is that correct?

10 A. I guess if that's what it shows there,
11 yeah. I don't have the documents in front of me so --

12 542 Q. I know but your lawyer put it on the
13 screen and we looked at it.

14 A. Okay. So I signed; I signed it. Okay.

15 543 Q. I'm not lying because your lawyer has a
16 copy.

17 A. Okay.

18 544 Q. From the documents you signed with Home
19 Trust on March the 15th, 2021.

20 A. Okay. We signed in March. January,
21 February, yeah. Okay. So it was a month prior to -- to
22 renewal or two months prior to, yeah. I had to cancel it
23 because your client refused to take her name off the
24 mortgage because she wanted more money.

25 545 Q. And you also knew --

1 A. Also knew what?

2 546 Q. Okay. I'm going to put the Home Trust
3 mortgage as Exhibit A. Home Trust mortgage loan
4 commitment of March 11th, 2021 Exhibit A.

5 I'm going to put now the e-mail of March 11th
6 to Pat Dowling as Exhibit B.

7 I'm going to put the separation agreement as
8 Exhibit C. Were you surprised to know that the mortgage
9 commitment of Home Trust required you to take off your
10 loan \$28,000 from RBC, \$3,800 from Fairstone, \$7,400
11 from Capital One and from Scotiabank \$22,000?

12 MS. OSADET: He already answered that question.
13 Ask another one.

14 BY MR. POMER:

15 547 Q. Were you surprised?

16 MS. OSADET: His emotions about it do not
17 matter. Ask another question.

18 EXHIBIT A: Home Trust mortgage commitment
19 letter

20 EXHIBIT B: Pat Dowling e-mail dated March 11,
21 2021

22 EXHIBIT C: Separation agreement

23 BY MR. POMER:

24 548 Q. Did you have the money to pay this, sir?
25 A. The mortgage was paying that.

1 549 Q. No. You had to pay off the existing money
2 with --

3 A. The mortgage was paying that all off.

4 550 Q. So what happened after March? What
5 happened, sir? You were aware from somewhere in
6 February, whether it was the 10th, the 15th, you were
7 aware that Ms. Ferrante wanted more money; wanted you to
8 pay off that. You were aware. What did you do after that
9 to change the --

10 A. Nothing. I had to cancel. I had to cancel
11 everything because your client didn't want to -- she
12 wanted more money. So -- so when she came by -- when she
13 came by over --

14 551 Q. Hold on. When did you cancel the deal?

15 A. The day when she signed the mortgage to
16 renew for one more year.

17 552 Q. We'll get to that. So that's when you
18 cancelled it?

19 A. Yeah because you can't -- you can't have
20 two mortgages.

21 553 Q. When did she sign the renewal?

22 A. It's on file. I don't know. You guys look.

23 554 Q. How did she sign the renewal then, sir,
24 and who did she --

25 A. She was at the house here and she signed

1 here.

2 MS. OSADET: No. No. No. No. You know what?

3 Don't ask him questions about what your client did,
4 okay? That's for your client to answer.

5 BY MR. POMER:

6 555 Q. How did she get --

7 MS. OSADET: That's for your client to answer.

8 BY MR. POMER:

9 556 Q. No. No. No. I'm asking him. It's his
10 evidence.

11 A. She signed --

12 MS. OSADET: No. It's not. Do not answer the
13 question, Mr. Ferrante. I'm sick of this.

14 BY MR. POMER:

15 557 Q. I'll ask the question. You had gone
16 originally to Home Trust. Did you also have a further
17 commitment from Effort Trust?

18 A. I don't -- I don't get the question.

19 558 Q. Well, how did she know what she was
20 signing and when did she sign it? I'm talking about the
21 renewal in 2021?

22 A. Because your client got a -- got a copy
23 from the mortgage company.

24 559 Q. Okay, sir. Copy of what?

25 A. Of the renewal.

1 MS. OSADET: Mr. Ferrante, stop answering.

2 You're asking him questions about your client signing a
3 renewal. He cannot speak about that. No.

4 MR. POMER: Hold on. Hold on.

5 MS. OSADET: No.

6 BY MR. POMER:

7 560 Q. What address did the mortgage renewal of
8 February 2021 go to?

9 MS. OSADET: Which mortgage renewal?

10 BY MR. POMER:

11 561 Q. The one with Effort Trust?

12 MS. OSADET: It's not contentious that it's
13 over the matrimonial property. You're wasting time with
14 these questions. What's the next question?

15 BY MR. POMER:

16 562 Q. It's with Effort Trust over 58 Harvest
17 Moon Drive. Did you get a mortgage renewal contract or
18 an agreement on or about February 4th, 2021 from Effort
19 Trust, sir?

20 A. Yeah. To renew the mortgage. They needed
21 the papers signed.

22 563 Q. Okay. I've got a copy of this. I'm sure
23 you've got a copy, too.

24 A. And your client's -- and your client's
25 signature is on there; no? Okay.

1 564 Q. Just a second. We'll get to that. I'm not
2 denying. We'll get to that. That's going to be Exhibit
3 D. Okay.

4 Now, it says on my copy which your lawyer can
5 produce for you it went to Rino Ferrante and Serafina
6 Ferrante at 58 Harvest Moon Drive?

7 A. Yes. I got the hard copy and your client
8 got an e-mail.

9 EXHIBIT D: Effort Trust mortgage renewal
10 contract

11 565 Q. Do you have evidence that she got an
12 e-mail, sir?

13 A. Yeah because she said that she has it. She
14 has that every month. She gets it from the -- from the
15 --

16 566 Q. We'll get to her evidence at the proper
17 time. I'm asking you to confirm that the copy of the
18 mortgage renewal it didn't say by e-mail. It says just a
19 renewal agreement. How did you get your copy, sir? Do
20 you recall?

21 A. Mine got it in the mail.

22 567 Q. You got it mailed?

23 A. Yes.

24 568 Q. And would it be fair to say it was
25 addressed to both parties you recall?

1 A. No because the Home Trust knew that we
2 separated. That she was -- that Sera was not living in
3 the house.

4 569 Q. Okay. So --

5 A. Yes. She was getting --

6 570 Q. First of all this is with Effort Trust,
7 sir; not Home Trust. Effort Trust.

8 A. Yes. Effort Trust is the regular -- our
9 company that we have now, yes. She gets e-mails from the
10 -- from the mortgage company because they knew that we
11 were separated. So she got a copy on her e-mail.

12 571 Q. That's your understanding?

13 A. Yes. Yes.

14 572 Q. And do you know when she got that copy? Do
15 you have any evidence?

16 A. No. I don't. I don't know when they gave
17 it to her.

18 573 Q. How do you know that she got it by e-mail?
19 Did you get a copy by e-mail?

20 A. I got to look at my phone and see if she
21 got an e-mail.

22 574 Q. I'll tell you why. If you can look on the
23 phone because it appears from my knowledge Effort Trust
24 does the right thing. They send you a copy and her a
25 copy because they knew that you were separated at that

1 time. Would that be fair comment?

2 A. Yes.

3 575 Q. So an e-mail to you would also give an
4 e-mail to her at the same time whenever it came out.
5 That's the policy of Effort Trust. Do you agree?

6 A. I guess, okay.

7 576 Q. You have no disagreement with that, do
8 you?

9 A. No.

10 577 Q. So if you didn't get an e-mail to show the
11 court she wouldn't have got it, would she?

12 MS. OSADET: He won't know what's in her e-mail
13 inbox. Like, stop.

14 BY MR. POMER:

15 578 Q. Hold on. From your knowledge that --

16 A. But where are you going with this? If she
17 sent --

18 579 Q. Just a second. Just a second. It's my
19 examination.

20 MS. OSADET: You don't ask the counsel
21 questions, okay? Let me deal with it.

22 BY MR. POMER:

23 580 Q. Thank you. From your knowledge that if an
24 e-mail would not be sent to her only; it would be sent a
25 copy to you and a copy to her. Fair comment?

1 A. I guess. I don't know.

2 581 Q. Okay. Good.

3 MS. OSADET: No. No. Mr. Ferrante --

4 MR. POMER: That's your understanding. So
5 you're going to undertake, sir, subject to your lawyer,
6 to see if an e-mail went to you or to her that you would
7 have knowledge of the date that she got it?

8 MS. OSADET: No. Refusal. You can talk to
9 Effort Trust and see what correspondence they gave to
10 Ms. Serafina. She's on the mortgage documents.

11 MR. POMER: Will you give me a letter in
12 writing authorizing me to get that information or any
13 information I need from Effort Trust?

14 THE DEPONENT: I don't need to give
15 information.

16 MS. OSADET: Excuse me. Excuse me. Mr. Pomer, I
17 will give you that undertaking.

18 MR. POMER: Thank you.

19 MS. OSADET: I'm in the middle of --

20 MR. POMER: That's it. Okay. We'll go on a
21 break. We'll go on a break.

22 MS. OSADET: I'm not done. Don't cut me off.
23 I'm in the middle of writing an e-mail to Jason
24 Tetreault and you're copied on it so you'll have that
25 undertaking in a moment. Go to the next question,

1 please.

2 BY MR. POMER:

3 582 Q. So my understanding is that you signed it
4 and she signed the Effort Trust renewal agreement?

5 A. Yes. For one year, yes.

6 583 Q. For one year only?

7 A. Yes.

8 584 Q. And it's your evidence that you couldn't
9 get her to sign the deed off, her name, and that that's
10 why you got this signed with Effort Trust; this
11 document. The mortgage renewal agreement?

12 A. Yeah. Because she -- yeah.

13 585 Q. So how --

14 A. There was no time to do -- it was already
15 too late to take her name off and do everything so we
16 did it for one more year with this contract.

17 586 Q. Fair enough. So how did this get signed
18 because my copy which is Exhibit D has your signature
19 and her signature?

20 A. And your client, yes. Because she came to
21 the house --

22 587 Q. Did you ever text her telling her that you
23 were going to come over to get it signed?

24 A. No. She came over here to get it signed.
25 She came to the house and signed.

1 588 Q. Do you have your text messages? Did you
2 text her or she text you as to signing this agreement?
3 Do you recall that or no?

4 A. I don't recall. It's been three years.

5 589 Q. Do you have your text messages on your
6 phone to Ms. Ferrante as of March 24th, 2021?

7 A. I don't know. I got to check.

8 MS. OSADET: We'll take it under advisement.
9 We'll look and make best efforts to produce text
10 messages that we have regarding the mortgage and the
11 property.

12 --under advisement

13 BY MR. POMER:

14 590 Q. I'm talking about the time it was actually
15 renewed. Where did it get signed; the renewal?

16 A. She came to -- she came to 58 Harvest Moon
17 and signed it in the kitchen.

18 591 Q. Fair enough. At your current address?

19 A. That's right, yes.

20 592 Q. How did she know when to come or how did
21 she know what date to come and what time?

22 A. I don't recall. I think I called her or
23 she called me. She came and we had coffee and she
24 signed.

25 593 Q. You don't know. Could it be fair that you

1 sent her a text and said, "What time can I come by?"

2 A. No. I didn't go to her house. She came
3 here. I didn't go there.

4 594 Q. I'm going to suggest --

5 A. The text that you're probably seeing is
6 for something else we shouldn't be talking about but who
7 knows. So --

8 595 Q. We know from this document it was
9 initialed by all parties and signed by both parties.

10 I'll tell you the date; 24th of March 2021. Accepted by
11 Rino Ferrante and Serafina Ferrante on the 24th.

12 A. Okay. And when's the text? What day is
13 that text?

14 596 Q. I'll send it to your lawyer and I'll make
15 it Exhibit E and I'll send that to your lawyer. I've
16 got, "Hi. What time can I come by?" At 4:48.

17 MS. OSADET: Okay. You know what? Don't answer
18 to any questions to any texts he's not putting to you,
19 okay? You can't know the time and you're not giving
20 evidence, Mr. Pomer.

21 MR. POMER: I'll put it on the screen. I'll put
22 it to you on the screen.

23 MS. OSADET: You know what? Honestly.

24 EXHIBIT E: Text message timed at 4:48
25 BY MR. POMER:

1 597 Q. It's not honestly nothing. So it looks
2 like there is texts --

3 A. So let's get this. So you're saying that I
4 went to her place and signed the papers?

5 598 Q. I'm not saying anything, sir. I'm not
6 giving evidence. I'm asking you --

7 MS. OSADET: What's is the relevance of this?

8 THE DEPONENT: I don't know.

9 MS. OSADET: I'm not asking you. Mr. Pomer,
10 what's the relevance of where it was signed? What
11 difference does it make? How does it relate to the
12 issues in this litigation? I fail to see it's relevant
13 at all.

14 BY MR. POMER:

15 599 Q. Did you promise her any extra
16 consideration for her signing this extension, sir?

17 A. No.

18 600 Q. Did you ever tell her that, "If you don't
19 sign we'll lose the house"?

20 You had no discussions with that?

21 A. Yeah. She knew that we were going to lose
22 the house. She didn't care. I didn't threaten her. I
23 just told her I said if you don't pay -- if you don't
24 sign the house goes up and she goes, "I don't want
25 that."

1 601 Q. So tell me exactly what the discussions
2 were before she signed this? Your evidence is --

3 A. There wasn't -- it was if you don't
4 sign -- I go, "I'm not giving you no \$20,000. I can't
5 afford that. I can't give you that."

6 602 Q. All right. That's the discussions you had.

7 A. I said, "Maybe in the long run maybe if I
8 have any extra I could give you something but right now
9 I can't give you nothing at all."

10 I go -- I go, "If you don't sign the mortgage,
11 if you don't sign the papers the house is going to go
12 up."

13 She goes, "I don't want that. I want you --
14 you did all the work to the house. I want you -- you and
15 the kids to have it. I want nothing to do with the
16 house." So she goes, "I'll sign for one more year."

17 She signed the contract for -- she signed it
18 for one more year. I go -- then I said to her, I go,
19 "You know, I want -- I want to do another big contract."

20 She goes, "Whatever you want. I sign it."

21 But you know what? I never did. I forgot to do
22 it. I trusted her and now this is where we are now or I
23 would have had another contract signed saying the same
24 thing. That she didn't -- she did a mortgage for one
25 more year until we figured everything all out.

1 I didn't make her sign. I didn't go -- I
2 didn't get nothing signed because I said you know what?
3 We were doing the same thing before so I trusted her and
4 now this is where we are today.

5 603 Q. So you had told her that the mortgage
6 company would put it for sale?

7 A. If you don't renew the mortgage then the
8 mortgage bounces, right? And you go in default.

9 604 Q. After who sells it? You do or they do? The
10 mortgage company.

11 A. They sell. They take the house. The -- the
12 --

13 605 Q. It would be fair to say that's the
14 conversation you had with Serafina on or about the 24th?

15 A. I guess. We talked about something. I
16 don't remember. Yeah. If you don't sign the bank will --
17 the mortgage company will take the house. Yeah.

18 606 Q. Did you also tell her, "We will both
19 lose"?

20 A. Yeah. She goes -- she goes, "I don't want
21 to lose the house."

22 She goes, "I don't want you losing the house.
23 At least that you and the kids could have it."

24 She wanted to be free she said. She wants to
25 be debt free and I gave her that.

1 607 Q. So it was simply you went there. It's your
2 evidence she willingly --

3 A. I didn't go nowhere. She came to the
4 house. I want to get that straight on -- on record. She
5 came to my house.

6 608 Q. Who else was there?

7 A. Mary Ann.

8 609 Q. She came; Mary Ann was there?

9 A. Yes. Mary Ann was here, yes.

10 610 Q. What was your understanding, sir, when she
11 signed this extension how long was it for?

12 A. For one year.

13 611 Q. For one year only?

14 A. Yes. For one year.

15 612 Q. So that would have matured, that mortgage
16 extension that both parties signed in March 2021, ended
17 in March 2022. That's when it was over?

18 A. That's right, yes. And that's what I mean,
19 yes.

20 613 Q. She mutually agreed to extend the deal.

21 Was that your understanding?

22 A. Extend what deal?

23 614 Q. You still have the agreement in place;
24 the agreement, paragraph one, and I always refer you
25 back to that agreement.

1 A. Yeah. Was that \$20,000, yes.

2 615 Q. Let's go slowly. As of the date of the
3 signature and I'm not saying something stupid. Your
4 lawyer --

5 A. I understand where you're going with this.

6 I understand where you're going. You're saying that I --

7 616 Q. I'm not going anywhere.

8 A. Yeah. I understand what you're saying.
9 You're saying is that paper there.

10 617 Q. I'm not saying anything.

11 A. No. No. No. I know where you're going.
12 What you're trying to say is that contract says that on
13 the 21st or whatever month it is, that month there, I
14 have to give her \$20,000. That right now she's
15 outstanding \$20,000. She's not. Her name is still on the
16 deed on the house. When her name comes off that's when
17 she gets her 20. So I don't understand where
18 you're going.

19 618 Q. That's fair enough. That's the additional
20 one.

21 A. Okay.

22 619 Q. In other words that's fair and thank you,
23 Mr. Ferrante. So what we're saying in your mind that she
24 was still to get \$20,000 --

25 A. Uh-huh.

1 620 Q. -- and you were to get her name off the
2 deed?

3 A. That's right.

4 621 Q. And the first paragraph basically extended
5 itself one more year to 2022?

6 A. Yes. Basically, yes.

7 622 Q. That's good. Now, I'm taking you now to
8 2022.

9 A. Okay. 2022. Okay. 2022.

10 623 Q. Because this Effort Trust mortgage you
11 said it was a one-year term?

12 A. Yes.

13 624 Q. And it expired?

14 A. Yes.

15 625 Q. The only thing to finalize paragraph one
16 in the separation agreement you needed her to sign off?

17 A. Yeah.

18 626 Q. And you had to give her \$20,000; your
19 words?

20 A. That's right. I had to give her \$20,000
21 and she had to take her name off the mortgage. Yes.

22 627 Q. And everything else would be, I'm going to
23 use the word, clean. She would have no other debts?

24 A. That's right. She would have been free.
25 Travel around the world; whatever she wanted to go do,

1 yes

2 628 Q. Travel. And she wouldn't owe any of your
3 family debts, any of the second mortgage; nothing?

4 A. Yes.

5 MS. OSADET: You know what? You've asked and
6 answered these questions and honestly I'm so tired.
7 You're wasting my time and my client's time.

8 BY MR. POMER:

9 629 Q. So what happened in the year 2022 in
10 February?

11 A. What happened on 2022 is I met you, sir.
12 Is that it was a surprise when I called her six months
13 prior finding out about what we're doing with the
14 mortgage. I found -- I found you out the next day. So
15 when I -- when I spoke to you and I recall what you
16 said. If you recall you said, "I know guys like you. I
17 know how to play the game."

18 So here we are today playing the game. Just
19 spending money for no reason.

20 630 Q. Let's talk about the game. Let's talk
21 about the game.

22 A. Okay. We'll talk about the game.

23 631 Q. Let's talk about the game. I'm taking you
24 now to February 2022.

25 A. Okay. February. Okay.

1 632 Q. You knew --

2 MS. OSADET: Stop. I want to know the relevance
3 of this next area of questioning because as far as I can
4 tell, Mr. Pomer, with all due respect you are asking
5 questions repeatedly, repeatedly, repeatedly. I don't
6 see the relevance of it.

7 MR. POMER: This is February. I'm asking about
8 February of --

9 MS. OSADET: Why?

10 BY MR. POMER:

11 633 Q. I never asked any questions about that.

12 A. Okay. Wait. Wait a second. Margaret,
13 Margaret --

14 MS. OSADET: Mr. Ferrante --

15 THE DEPONENT: Let him speak. No. No. Because
16 it might get into the argument with Sera and all that.
17 Wait. Keep going, okay. Keep going to February.

18 BY MR. POMER:

19 634 Q. You want to answer but your lawyer doesn't
20 want you to answer.

21 A. No. It's okay. I want to keep going
22 because there's more to this. Okay. I like this. Okay.
23 What is your question? February; okay, yeah. What about
24 February?

25 635 Q. Thank you for letting me ask the

1 questions.

2 A. No problem. No problem.

3 636 Q. I'm taking you now to you knew when you
4 signed the renewal with Mrs. Ferrante the deal on
5 paragraph one of the separation agreement was still in
6 order; only extended one more year?

7 A. Yes.

8 637 Q. And you also told me that she would be
9 removed from everything provided that she signed the
10 deed to you and you gave her \$20,000. Crystal clear?

11 A. Yes.

12 638 Q. Can I use the word crystal clear?

13 A. Yes. That's fine. Okay.

14 639 Q. Crystal clear to you?

15 A. Yeah.

16 MS. OSADET: Is it crystal clear to you, Mr.
17 Pomer? You've asked the same question five times.

18 BY MR. POMER:

19 640 Q. Okay. Good. Now, so I'm taking you back to
20 February, March 2022. What did you do to finalize this
21 agreement? Did you use any lawyer to finalize the
22 agreement or tender the \$20,000?

23 A. February? February? What do we have here?

24 Okay. February.

25 641 Q. 2022.

1 A. Yeah. 2022. I got it right here. February
2 2022. Okay. What was your question again? Sorry.

3 642 Q. I'll go slow. I thought I made myself
4 crystal clear.

5 A. No. No because I was just going through
6 texts for February because I have it all here with your
7 client. Sorry about that. Okay. What was your question?

8 643 Q. Now I got to go again.

9 A. Yeah. Sorry.

10 644 Q. You knew, crystal clear, your evidence not
11 mine, that when Ms. Ferrante signed the mortgage
12 commitment and you signed the mortgage commitment that
13 your separation agreement in your mind dated October 4th
14 '19 would be extended one more year?

15 A. That's right, yes.

16 645 Q. To March 2022?

17 A. That's right, yes.

18 646 Q. On the terms that we discussed and you
19 said was crystal clear?

20 A. That's right, yes. And your client knew
21 that, yes.

22 647 Q. And you knew it? Forget about her. You
23 knew it?

24 A. Yes. I knew about the 20, yes. It was
25 \$20,000, yes.

1 648 Q. Did you tender in February, March 2022? Do
2 you know what tender means?

3 A. Yeah. Go make a bid.

4 649 Q. No. Tender in this case means did you
5 produce a cheque to her?

6 A. No. Again, why do I have to produce her a
7 cheque when her name is still on the deed on the house?

8 650 Q. Okay. I understand that.

9 A. I understand. You keep on going --

10 651 Q. That's fair enough. That's your evidence.
11 I agree. So because your evidence is that you did
12 nothing to finalize your end of the deal?

13 A. That's right.

14 652 Q. And neither did she; is that correct?

15 A. That's right, yes, but I kept my end of
16 the deal. I still kept on paying her life insurance. I
17 kept on paying the line of credit. I kept on paying
18 whatever I had to pay. I was paying her child support. I
19 was paying everything what I had to do. So I am --

20 653 Q. We'll talk about child support after.

21 A. Here we go.

22 654 Q. We'll talk about child support and how
23 much you really paid. You'll get your chance.

24 A. Uh-huh.

25 655 Q. Mr. Ferrante --

1 A. Uh-huh?

2 MS. OSADET: You know what? Mr. Pomer, I'm
3 breaking for lunch. It's 1:01 and you know what?

4 MR. POMER: Good. You go.

5 MS. OSADET: I'm going to tell you something.
6 If you keep doing this in the afternoon; how long do you
7 want? Half an hour?

8 MR. POMER: No. I need as much time as I need.

9 THE DEPONENT: I love this. You like to spend
10 money.

11 MR. POMER: I'm going to need more.

12 MS. OSADET: How much time do you need for
13 lunch?

14 MR. POMER: 15 minutes. How much time does the
15 reporter need more importantly?

16 THE DEPONENT: I need an hour. I get stressed
17 out and think.

18 MR. POMER: No. We can't give you an hour. Can
19 we give a half hour for all parties, Ms. Osadet?

20 MS. OSADET: That's fine but I'm telling you
21 very clearly right now, sir, and with all due respect if
22 you continue with the repetitive questioning I'm going
23 to end this because it's a waste of my client's money,
24 okay?

25 You've asked the same questions so many times

1 and here's the thing: These things are not even
2 contentious; these issues, okay? So I really, really
3 think maybe, you know, you and I can have a conversation
4 because you're asking questions about matters that are
5 not in issue.

6 So the fact is look; you did it this morning
7 about the truck and all the rest of it. I've seen the
8 picture. I mean, you know, it has to come from an
9 affidavit. End of the story is some of the questions
10 you're asking my client, you know, it's for information
11 that's in documents. Like, to me unless you're going to
12 put the document to him you're not testing his memory.
13 Memory has nothing to do with credibility, okay?

14 So at the end of the day from what I can
15 understand is we have totally dealt with this first
16 issue. Your client signed a mortgage agreement by your
17 own questions in 2021. With all due respect what the H
18 are we doing here? Your client just wants more money.
19 There isn't any. I'm taking 20 minutes for lunch. I'll
20 sign back in.

21 --break at 1:03 p.m.

22 --upon resuming at 1:53 p.m.

23 BY MR. POMER:

24 656 Q. Just before the break you confirmed the
25 evidence that all she would have had to do was sign the

1 paperwork, a deed, and you give her the money and
2 everything else would have been over?

3 A. Yeah.

4 657 Q. Fair enough. Now, how did you expect her
5 to sign a deed? What did you expect her to do?

6 A. She had to get her own lawyer.

7 658 Q. Okay. Is that what you told her to do?

8 A. She -- your client knows what the process
9 is. We got so many loans for the mortgage. We would
10 renew our house so many times.

11 659 Q. Did you agree to pay for the lawyer?

12 A. No. No. She knew she had to get her own
13 lawyer.

14 660 Q. Would it be fair to say based on what you
15 said is that her lawyer would have charged her?

16 A. Charged her? Yeah. She had to pay for her
17 own lawyer to take her name off the deed.

18 661 Q. Did you ever tell her to go to a lawyer
19 and that it was her responsibility to pay for the
20 transfer? Did you ever tell her that?

21 A. The transfer? No.

22 662 Q. Sir, so you know the legal term is to sign
23 the deed or transfer?

24 A. That was 50/50 at the time I told her. She
25 had to get her own lawyer, take her name off the deed

1 and the transfer would have been 50/50.

2 663 Q. So that was your understanding that that's
3 what she had to do to finalize the deal?

4 A. Not my understanding. That's what --
5 that's what the deal was.

6 664 Q. And that was your understanding of the
7 deal and that she would have to pay her lawyer's fees to
8 do that?

9 A. Yeah. She knew that as well.

10 665 Q. She knew that and more importantly you
11 knew that?

12 A. Yeah. We both knew what we were signing,
13 yeah.

14 666 Q. That she'd have to go to her own lawyer
15 and pay for her own lawyer to transfer the deed to you?

16 A. That's right. No. We were going 50/50 on
17 the deed to transfer over. She had to pay for her lawyer
18 to take her name off the deed.

19 667 Q. You told her that, didn't you?

20 A. Yes.

21 668 Q. How many times did you tell her that?

22 A. I told her maybe once or twice. How many
23 times I got to tell you? How many times I got to --

24 669 Q. What did your agreement say who would pay?
25 Your separation agreement. We're going back to the

1 separation agreement?

2 A. For separation? We didn't talk about
3 separation.

4 670 Q. No. In the separation agreement. We're
5 always going back to that document, okay? Whether you
6 breached the agreement or she breached the agreement?

7 A. What are you talking about? What
8 separation? For what separation?

9 671 Q. The separation agreement again --

10 A. The divorce? For divorce?

11 672 Q. No. October 4th, 2019 agreement, sir.

12 Your evidence was she had to go to her lawyer and pay at
13 least half and that's what you told her at least once or
14 twice; is that correct? That's what you said?

15 A. Yeah.

16 673 Q. I'm now going to refer you to paragraph
17 eight; last line.

18 A. Yeah. Okay.

19 674 Q. After reading the last line in paragraph
20 eight what is your understanding of the agreement that
21 was prepared by your sister? What is your now
22 understanding when you read that?

23 A. I can't see it.

24 675 Q. Take your time.

25 A. Yeah. Hello? Yeah. Hello? If you read it

1 yourself, okay? Because you're -- you're trying to play
2 a game with me over here. "Once the agreement is signed
3 signed, signed, Rino can do whatever he wishes with the
4 house."

5 So that means she already had to get the
6 lawyer; she has to do her own stuff. This is once the
7 agreement is signed and Rino could do whatever he wishes
8 with the house. That means I could sell the house. I
9 could do whatever I want without her -- without her
10 signing nothing.

11 There is no fees if I have to get something
12 signed but for her to transfer the house she had to get
13 her own lawyer. Read it again. Read it carefully
14 yourself.

15 676 Q. Okay. I'm just asking --

16 A. No. No. And I'm telling you.

17 677 Q. I'm going to answer your question. I'm
18 asking you. It's my turn to ask questions.

19 A. Okay. Uh-huh.

20 678 Q. And I'm trying to be fair and just.

21 A. And I'm being fair, too.

22 679 Q. I want you to read the last line.

23 A. No. No. You can't read the last line.
24 Never mind the last line. You have to read the whole
25 thing.

1 680 Q. Hold on. Hold on. Just a second.

2 A. No. No. No. It says once. Once the
3 agreement -- the agreement is signed. Once the agreement
4 is signed, my friend. Listen. That's what it says.

5 "Once it's signed Rino can do whatever he
6 wishes with the house."

7 I can't see the rest because the camera is
8 there.

9 681 Q. Hold on.

10 A. Yeah. Hold on.

11 682 Q. We got to get you the ability to read the
12 last line.

13 A. The last line has nothing to do -- the
14 last -- you got to read the whole thing, my friend. It
15 says, "Once the agreement is signed Rino can do whatever
16 he wants. Serafina could sign any paper necessary to
17 sell or transfer the home with no fees."

18 That's once the agreement is signed and Rino
19 could sell the house. So if I need her to sign a paper
20 for me to sell the house there's no fees over there but
21 she has to pay for her own transfer. Doesn't say nothing
22 here that I'm paying for the transfer of the house. This
23 is once she signs.

24 683 Q. So that's your understanding today?

25 A. No. No. That's your understanding, too.

1 Yes.

2 684 Q. Hold on. Let me ask a question.

3 A. I'm not a lawyer but --

4 685 Q. No. I see. So your understanding of
5 paragraph eight --

6 A. Yeah.

7 686 Q. -- the agreement is the separation
8 agreement; is that correct in your mind?

9 A. Yeah. This is the separation agreement.

10 Okay. Yeah.

11 687 Q. So she did sign the separation agreement?

12 A. Yes.

13 688 Q. And it's your understanding that she was
14 responsible for paying for the fees to transfer the
15 house. She had to go to her lawyer?

16 A. She had to get her own lawyer to pay for
17 it, yes.

18 689 Q. And that she was responsible to pay her
19 lawyer; whatever the lawyer would charge her. Whatever.

20 A. Yes. Like she's doing now with you, yes.
21 You're paying her. You're charging her, yes. Same thing.

22 690 Q. That was your understanding the date you
23 signed it and it's your understanding today also?

24 A. Yes.

25 691 Q. Fair enough. And --

1 A. Now, if that didn't say once; if that had
2 to say what you're saying is Rino is responsible for
3 everything. Not once the agreement is signed. See? So
4 once the agreement is signed, see? Once the agreement is
5 signed then she doesn't have to pay nothing but for her
6 to transfer she has to transfer the house and then sign
7 the deed, right? So that's once it's signed.

8 692 Q. I'm talking about the fees, sir.

9 A. Yes. The fees. The fees is when she signs
10 and I want to sell the house that's a different story.
11 Not for her to transfer the house. It doesn't say
12 nothing there about her transferring the house to my
13 name. It says if I want to sell it. That is the
14 difference.

15 693 Q. That's your understanding. Fair enough.

16 A. That's everybody's understanding because
17 if I want to sell the house now I need her to sign,
18 right? So there is no fees for her to sign if I want to
19 sell the house.

20 694 Q. Now, before the break you said the only
21 thing she had to do is sign the transfer papers to you?

22 A. Yes.

23 695 Q. That's all she had to do?

24 A. That's it.

25 696 Q. Now, that date would had to have been only

1 after the extension of the mortgage to March of 2022; is
2 that correct?

3 A. March of --

4 697 Q. That's when she was required to sign the
5 deed over to you?

6 A. No. She had to sign in 2001 [sic].

7 698 Q. No. No. No. Sir. I'm just going to --

8 A. Yeah. She had to sign last year; not this
9 year. She had to sign last year.

10 699 Q. I'm talking about she got an extension
11 and --

12 A. She got the -- we had no choice but to do
13 an extension because she refused.

14 700 Q. Yes. I'm just saying the extension was --

15 A. Because she refused to sign. She had to
16 sign when we -- when we did that contract.

17 701 Q. I'm talking about timelines and I'm trying
18 to be fair because you have a lawyer that is not
19 opposing and I want to clear for you, sir.

20 A. Okay.

21 702 Q. The extension you agreed by your
22 evidence --

23 A. There was no -- there was no agreement on
24 extension.

25 MS. OSADET: Mr. Ferrante, do no speak until

1 counsel has finished his question, please. For the sake
2 of the reporter, for the sake of your counsel let Mr.
3 Pomer finish his question.

4 BY MR. POMER:

5 703 Q. Your evidence indicated that in March of
6 2021 both parties agreed to extend the mortgage for one
7 year to March 2022. We've agreed to that?

8 A. Okay.

9 704 Q. Is that correct?

10 A. Yeah. Okay. Yeah. We had to sign -- we got
11 it signed, yeah. Okay. So --

12 705 Q. And you did sign?

13 A. Yeah. We signed the -- we signed the
14 mortgage for one more year, yeah. So the contract
15 renewed for one more year.

16 706 Q. And the date of the one more year ended
17 when?

18 A. I don't know the date.

19 707 Q. One year from March. In March of 2022?

20 A. Okay.

21 708 Q. Don't say okay. Do you agree?

22 A. Yeah. Okay. I agree.

23 MS. OSADET: Mr. Pomer, can you ask your client
24 if she's going to walk around to turn her video off.
25 Thanks.

1 BY MR. POMER:

2 709 Q. Okay. Anyway. So you expected on March of
3 2022 that Mrs. Ferrante would sign the deed over to you
4 and you would give her the money. That was your
5 understanding of your agreement and the extension of the
6 mortgage?

7 A. Okay.

8 710 Q. Is that correct or no?

9 A. I guess. Yeah. I don't -- I don't have the
10 papers.

11 711 Q. Don't guess. Don't guess, sir.

12 A. When was the mortgage renewal? I don't
13 have papers in front of me. When was the renewal?

14 712 Q. Okay but the mortgage renewal is in March
15 2021. March.

16 A. Okay.

17 713 Q. You extended, your evidence, was for one
18 year?

19 A. Yeah. It was a one-year contract, yeah.
20 One year more.

21 714 Q. So March of '21 and you add one year it's
22 March of 2022?

23 A. Okay. Yeah.

24 715 Q. You agree?

25 A. Yes. I agree. Okay.

1 716 Q. What steps did you take to tender and give
2 her the \$20,000?

3 A. Again with this \$20,000. Again --

4 MS. OSADET: No. No. You know what? No. Stop.

5 BY MR. POMER:

6 717 Q. This is 2022. We haven't asked him --

7 MS. OSADET: Stop. Your client had started a
8 legal proceeding by March 2022 that required my client
9 to bring an urgent motion in February that your client
10 opposed and I'm sorry but this is absolutely not
11 relevant.

12 You know, get to something relevant or I'm
13 ending this. My client cannot afford this lengthy time
14 of me being here and you're not asking any questions
15 that are relevant or getting to the issues in the
16 matter.

17 BY MR. POMER:

18 718 Q. You know that you had gone to a lawyer in
19 February and swore a sworn financial statement in
20 February; is that correct? Your sworn financial
21 statement was dated March the 12th, 2022?

22 A. Well, that's when you guys served.

23 719 Q. Yes but I'm saying your sworn financial
24 statement --

25 A. Yeah. Because you -- because you guys --

1 she went behind my back. She planned everything because
2 I went to go talk to her prior to this and when I called
3 her she goes, "Let me think about it."

4 And then two days, a week after you guys came
5 in and served me my papers and that's -- and we're here
6 today.

7 720 Q. But I'm just asking notwithstanding that
8 Mrs. Ferrante started a legal action against you I'm now
9 taking you to March. When it matured you could have
10 tendered the \$20,000 to her and a copy of the deed and
11 if she didn't sign that she would have been in breach?

12 A. She was in breach the following year, too,
13 but I don't know the law. I don't -- I don't want to get
14 lawyers involved. I don't have money to get lawyers
15 involved and start suing this, doing that; bah, bah,
16 bee, bah, bah, bah.

17 721 Q. I understand.

18 A. She doesn't even have the money to do it
19 but we're here now. We're been here for the last five,
20 six hours and you're paying, I'm paying. I got to lose
21 days of work. So and we're here playing around.

22 Everybody saying they want money, money, money.

23 So here we are now. So behind my back she
24 planned everything. She got you guys involved and now
25 here we are and then we were playing games but now okay.

1 Next question.

2 722 Q. If in March 2022 even after the litigation
3 was started and she gave you a signed transfer to your
4 name would she have been in breach if she would have
5 given you a signed deed in --

6 MS. OSADET: That's a legal question.

7 THE DEPONENT: No. It's not. If she transferred
8 and she signed the deed and I gave her the \$20,000
9 there's no thing. She didn't want -- she didn't want to
10 sign the deed. She didn't want to transfer her name. So
11 there's no contract.

12 If she -- if she transferred her name I would
13 have gave her \$20,000 so there's no -- there's no broken
14 and breach. Nobody broke no breach. You guys think I
15 broke my breach. I didn't break nothing. I've been
16 paying all -- I've been paying all my bills. I have been
17 paying her life insurance. I've been paying everything.

18 So you guys can't come to me and say that I'm
19 breaking my breach or my contract because I didn't break
20 nothing. The only person that broke the contract is your
21 client.

22 BY MR. POMER:

23 723 Q. How did she break the contract?

24 A. Because she refused to sign the contract
25 when it was due two years ago and now because of that,

1 because of you guys I'm in risk. I'm in high -- high
2 mortgage paying almost \$6,000 a month plus paying all
3 the bills that -- that belongs with her as well. So I'm
4 high in stake paying when you guys just sit back and
5 relax and enjoy life and I got to work but that's okay.
6 So we're here now. We keep on playing.

7 724 Q. Okay, sir. Now, as part of the agreement
8 it says that in the event that you do not qualify for a
9 mortgage or cannot transfer the house to your name the
10 house will be listed for sale in March of 2021?

11 A. And I got approved. Your client refused to
12 sign the deed. I showed you. You have the papers there
13 from the mortgage company that I got approved so next
14 question.

15 725 Q. Did you get approved --

16 A. Yeah. You have the papers there. Yes. It's
17 approved. It was all approved.

18 726 Q. You got approved?

19 A. It was approved. It's there. You can see
20 it in black and white, my friend. Next.

21 727 Q. Is that the reason why you did not list
22 the property?

23 A. I didn't have to list the property. I
24 don't have to sell it if I got approved for the
25 mortgage.

1 728 Q. Is that the reason why you didn't sell the
2 property because you got approved?

3 A. What? I didn't want to sell so why -- I'm
4 not selling the house.

5 729 Q. So I want to know why you did not list the
6 property in March?

7 A. Again -- because again I told you because
8 I'm not selling the house. I'm going to die in this
9 house. So this house is never going to go for sale.

10 So you guys can do whatever you want. I did
11 not break the breach. You look at your paper all you
12 want. I got approved for the mortgage. I had it there.
13 Your client refused. I don't understand why we got to
14 keep on doing this when you know yourself your client
15 refused the breach. She broke the breach. I could have
16 brought her to court and I could have sued her and you
17 know that yourself but we keep on going.

18 730 Q. Did you have a final approval of the
19 mortgage?

20 A. You have it there that I got approved for
21 the final. I cancelled it because your client refused.
22 So why would I keep on spending more money to get the
23 approval to finish doing the transfer and everything
24 when your client refused.

25 731 Q. Do you have proof --

1 A. Oh my God.

2 732 Q. Do you have proof that you cancelled the
3 mortgage?

4 A. Margaret, Margaret --

5 MS. OSADET: Mr. Ferrante, stop.

6 MR. POMER: That's a fair question.

7 MS. OSADET: No. It's not. It's not a fair
8 question. You've asked and answered this question about
9 the mortgage in 2021. I'm sorry, Mr. Pomer. We're not
10 answering any more questions about this because honestly
11 we have been here since 9:30 and really move on to a
12 different question please or a different area of
13 questioning.

14 BY MR. POMER:

15 733 Q. What was the understanding in this
16 agreement of who was going to be living with who?

17 A. Nobody. The kids picked themselves who
18 they were going to live with. The older one --

19 734 Q. What was your understanding at the time of
20 the agreement based on the agreement itself? It always
21 goes back to the agreement.

22 A. Yeah.

23 735 Q. What was the understanding of the
24 agreement? Who was to live with you and who was to live
25 with --

1 A. The older son had to live with the mother
2 and younger one was going to live with me. The younger
3 lived with me for three weeks and then he goes, "You
4 know what, Dad? I want to go live with my brother."

5 I'm not going to -- I'm not going to tell my
6 kid to live with me if he wants to go give with his
7 brother so he moved and went to go live with his
8 brother. So both of them are living with the mother.

9 736 Q. That's after three weeks more or less?

10 A. Yes. Yes.

11 737 Q. Give or take. It doesn't matter. Three
12 weeks, two weeks; it doesn't matter.

13 A. Okay.

14 738 Q. When you knew when your son wanted to live
15 with your --

16 A. With the ex, yeah.

17 739 Q. With the ex. When your son wanted to live
18 with the ex did you now change the amount of child
19 support?

20 A. Yeah. I added an extra -- I added \$50
21 more, \$100 more. I don't remember. I got to look at my
22 documents.

23 740 Q. Why did you agree to less than the table
24 amount?

25 A. What do you mean less than the table?

1 741 Q. How did you agree Matteo, it says here,
2 for child support will receive \$200 monthly?

3 A. Yeah.

4 742 Q. Is Matteo the one that started to live
5 with you?

6 A. No. Matteo is the older one. Luca is the
7 one that was living with me.

8 743 Q. How did you get the price of \$200 to pay
9 him?

10 A. No. \$200 -- \$200 went to him and \$250 went
11 to the mother I believe or \$200 to the mother. I got to
12 look at my -- I got to look at --

13 744 Q. Do you recall, because you were dealing
14 with the lawyer, did anybody agree to your child
15 support?

16 A. Me and -- me and the ex we agreed to that
17 because we knew with all the mortgage, the payments that
18 I had she goes we do this and that's where we came to
19 the payments. So she agreed to it because if she didn't
20 agree with it she wouldn't have signed that contract.

21 So she knew how much debt we had and
22 everything; that I took everything all over so and that
23 was the agreement we had.

24 745 Q. So in the agreement; I want you to refer
25 back always to the agreement. That's the only one page I

1 got to do that. Your other son is Luca I understand.

2 He's the younger one?

3 A. Yeah. Basically there's nothing there for
4 Luca so basically I don't have to pay nothing more,
5 right? Because there's nothing on contract, yes. But
6 I've been paying. I gave her more money. I gave her --

7 746 Q. No. No. Just a second. Let's go slowly
8 just to answer my questions.

9 A. I am.

10 747 Q. At the time this agreement was executed it
11 was contemplated that Luca would be living with you?

12 A. That's right, yes.

13 748 Q. And your information is that from three
14 weeks after the agreement was signed on October 4th,
15 2019 Luca always lived with his mother?

16 A. Afterwards, yes.

17 749 Q. Always?

18 A. Yeah.

19 750 Q. And you visited Luca whenever you decided?

20 A. No. They come visit me. My door is always
21 open. They come over when they want.

22 751 Q. That's fine. Your doors were open but
23 primarily the child slept at the mother's house every
24 night?

25 A. Yes. We said this so many times. Like,

1 where are you going with this?

2 752 Q. Your affidavit, sir, doesn't say that?

3 A. No. It doesn't say -- my affidavit doesn't
4 say that? No? It doesn't say that?

5 753 Q. Absolutely not but that's not an issue
6 today.

7 A. Okay.

8 MS. OSADET: Thank you because what's not in
9 your affidavit is, you know, not relevant.

10 BY MR. POMER:

11 754 Q. The question becomes once you knew after
12 three weeks that Luca was living with his mother
13 full-time on an everyday basis at nighttime and visiting
14 you whenever he wanted to how much money did you pay on
15 behalf of Luca?

16 A. You have it there in the document how
17 much.

18 755 Q. I don't know.

19 A. I gave him -- I gave him \$200 and I gave
20 her -- I gave her -- I don't remember now. I think I was
21 giving her \$350. \$350, \$400 to her and then \$200 to the
22 kids. I got to look at my bank statements.

23 756 Q. That's good. It's all in your bank
24 statements because my understanding is you transferred
25 money into their bank account?

1 A. That's right, yes. I didn't -- I didn't
2 give it all to the mother, no, because the mother likes
3 to spend money. So I gave her so much and then I put the
4 kids in their own bank accounts.

5 757 Q. And you put it all in their bank accounts.
6 So it was --

7 A. That's right.

8 758 Q. You did all the payments to the kids by
9 transfers, didn't you?

10 A. Yes. Everything was all paid by transfers.

11 759 Q. Now, can I get your bank statements to
12 prove what you paid in child support? That's in issue is
13 what you paid. So I'm asking your counsel because that's
14 an issue --

15 A. But what do you need from me?

16 760 Q. Just a second. Your evidence was that you
17 paid everything by bank transfer. So I need your bank
18 statements from the date of separation until --

19 A. I don't know if I can go that far.

20 761 Q. Hold on. Well, I want your best effort
21 because we're disputing the fact that your transfers
22 were actually made. Your evidence was that all the
23 payments were by bank transfer. That's your evidence.

24 MS. OSADET: Sorry. Can I ask you to clarify
25 something, Mr. Pomer? You're saying that your client's

1 position is she has received no child support from Mr.
2 Ferrante?

3 MR. POMER: Absolutely not.

4 MS. OSADET: What did you say then?

5 MR. POMER: Our position is set out in our
6 affidavit material on the child support. It's all in
7 there. That's our position.

8 MS. OSADET: Thank you.

9 MR. POMER: Now, I'm asking you, sir, if you
10 said in your affidavit you believe you paid from the
11 date of separation bank transfers directly to the
12 children I need the evidence to support your amount and
13 it relates to the arrears. Let me finish and then you
14 can say, Counsel, please. It's my turn.

15 MS. OSADET: I'm not saying anything. I'm
16 telling Mr. Ferrante to wait because --

17 BY MR. POMER:

18 762 Q. I didn't know. I'm sorry, okay, because
19 you keep on doing your orchestra. So, Mr. Ferrante, your
20 position in your affidavit material is you made payments
21 to the children directly from the date of separation
22 basically?

23 A. Yes.

24 763 Q. Now, I need that evidence to support
25 because I want to be able to tell my client if she is

1 telling the truth or not. So I need your evidence with
2 the issue of arrears of child support.

3 A. Well, instead of me doing that can I -- I
4 can just make my kids come on the stand. They could tell
5 you personally that they're being paid every month.

6 764 Q. Okay, sir. We could do it that way but I'm
7 asking you. I don't want to use your kids on that issue.
8 You said that all your payments were made by way of
9 transfers. Your --

10 A. Yes but if I can't get all the way to back
11 then what do you want from me?

12 765 Q. What can't you get?

13 A. If I can't go back two years, three years
14 from the beginning.

15 766 Q. I want you to get a letter from your bank
16 how far they can go back to prove your transfers.

17 MS. OSADET: Mr. Pomer, please direct those
18 requests for documents --

19 MR. POMER: No. I've got to do it to him and
20 you're answering it. I know.

21 MS. OSADET: No. No. No. No. You --

22 MR. POMER: I got to do it that way. It's his
23 exam. I'm asking him to provide. You can answer. We've
24 agreed. I'm allowing you to answer if you disagree or
25 you can say whatever you like. I'm not stopping you but

1 I'm directing my questions to him. You're going to
2 answer it. That's your prerogative but I got to ask him
3 the undertaking.

4 MS. OSADET: We'll do our best efforts to look
5 for the documents. We'll do our best --

6 BY MR. POMER:

7 767 Q. No. No. I want the answer. Here is the
8 undertaking so we know so it's clear on the record. I'm
9 asking you, sir, to produce your bank transfers from the
10 date of separation to current date to prove how much
11 arrears you gave to each kid.

12 A. That's fine. I got as much -- whatever I
13 can get you; I send you. I got no worries with that and
14 if you want on top my kids could come on the stand and
15 they could tell you personally to you that I pay them
16 every month. I got no worries. I'm not -- I'm not a
17 deadbeat dad so --

18 MR. POMER: Is that a yes or a no, Counsel?

19 MS. OSADET: I've already given you an
20 undertaking to provide the bank statements. Make best
21 efforts to find whatever bank statements Mr. Ferrante
22 can provide and I'll take it a step further and say
23 we'll send the confirmation e-mails as well.

24 --undertaking

25 MR. POMER: He said he paid everything by bank

1 transfer so we don't need anything else.

2 MS. OSADET: E-transfer which has an e-mail
3 trail so we'll provide those, too, to show that they've
4 been deposited. It gives a confirmation once it goes in.

5 BY MR. POMER:

6 768 Q. Mr. Ferrante, then if you have e-mail
7 transfers you could provide all your e-mails from the
8 date of separation, can't you?

9 A. I don't know how far back it goes I said.

10 769 Q. E-mails. E-mails. Your counsel --

11 A. I do e-transfer; whatever it is. I'm not
12 good with computers. So whatever --

13 MS. OSADET: Mr. Pomer, I gave you the
14 undertaking. You don't need to repeat it with Mr.
15 Ferrante. I've given you my undertaking.

16 MR. POMER: What is the undertaking, please, so
17 I know. I want to know what the undertaking is you're
18 giving.

19 MS. OSADET: The undertaking is to provide you
20 with the bank statements that will show evidence of the
21 amounts of child support leaving Mr. Ferrante's bank and
22 then you will also get with it the corresponding
23 confirmations that set amounts were deposited into the
24 account of your client. That is the undertaking.

25 BY MR. POMER:

1 770 Q. Whose accounts did you transfer the money
2 to for the kids?

3 A. Whose account? My account and the -- and
4 the savings account. I never closed the joint account
5 with -- with your client. That's still open because I
6 got --

7 771 Q. Let's talk about last year, okay? Let's
8 say, take it from 12 months before, okay? That's not a
9 long time. The bank will have the records for the last
10 year from today's date. For the last 12 months. I'm now
11 talking the 12 months from today's date.

12 A. Mary Ann, come here.

13 MS. OSADET: You want --

14 BY MR. POMER:

15 772 Q. Is Mary Ann in the room with you?

16 A. No. She's not. Here. Go get me Matteo's.
17 I don't know how to get it. Just get it for me and then
18 send it to Margaret.

19 MS. OSADET: Mr. Ferrante, we'll deal with that
20 later, okay? Let's just --

21 THE DEPONENT: I don't know. If you want it now
22 I'll get it now. I got no worries. I'm paying so --

23 MS. OSADET: It's fine. We'll provide that to
24 you and, Mr. Pomer, just to be clear you want the 12
25 months of bank statements from --

1 MR. POMER: No. From the date of separation.

2 You --

3 MS. OSADET: No. No. That's fine. Date of
4 separation to now; fine. No problem. You've got it. Move
5 on.

6 BY MR. POMER:

7 773 Q. I'm now taking you directly to the last 12
8 months before. You know, I'm taking you to, let's say,
9 March, April, May of 2021. How much did you provide by
10 bank e-transfers to each kid?

11 A. Each one got \$200 and she -- and your
12 client got \$250.

13 774 Q. So what's the total amount?

14 A. That time there it was -- it was \$650.
15 Then when the older one turned 18 I stopped paying them.

16 775 Q. So when that stopped payment how much did
17 you give total each month?

18 A. \$450.

19 776 Q. And how did you arrive at the fact of
20 \$450, sir?

21 A. Because the ex was still getting the \$250
22 and then I was giving Luca \$200.

23 777 Q. Well, Luca was supposed to live with you,
24 right?

25 A. That's right.

1 778 Q. So Luca when he decided then to live with
2 his mother on his own accord how did you decide to give
3 \$250 to your ex-wife and \$200 to him?

4 A. No. No. I gave her more at the beginning.
5 I think it was \$400 at the beginning. \$350 or \$400 when
6 Luca was living with her. I was giving her more money
7 and then when the older one got older hers went back
8 down.

9 779 Q. When did Luca turn 18? The older one. I
10 guess it's Matteo?

11 A. May 27 last year. Yeah. I think it was
12 last year. I'm not good with dates.

13 780 Q. Could it have been 2020? Could it be?

14 A. Okay. It could be 2020. You know. You got
15 it there.

16 781 Q. I don't know the dates. They're not my
17 kids, sir. I apologize.

18 A. I'm not good -- I'm not good with dates
19 so --

20 782 Q. Perfect. Okay but as soon as Luca turned
21 18 --

22 A. No. Matteo but anyways.

23 783 Q. Matteo. Sorry. As soon as Matteo turned 18
24 you reduced the amount you gave to the wife, right? How
25 did you determine because the agreement is silent as to

1 what you give the younger one. Doesn't talk about that,
2 does it?

3 A. No because the younger one was with me. So
4 I gave her the same -- the same amount as for the older
5 one because it should have been 50/50, right?

6 784 Q. No. I'm talking about when the older one
7 turned 18 how did you decide how much to give Matteo?

8 A. When he turned 18?

9 785 Q. When the older one turned 18 how much did
10 you give the younger child?

11 A. The same amount what I gave the older one.
12 It was \$200. I gave them both \$200 even.

13 786 Q. And how much to the mother?

14 A. The mother I got to look. I think it was
15 \$400. \$350, \$400 I gave her at the time.

16 787 Q. How much are you giving today to the
17 mother?

18 A. Today I'm giving her I believe \$250.

19 788 Q. You're giving her \$250?

20 A. Yes.

21 789 Q. Every month?

22 A. Yes. Every month.

23 790 Q. I'm suggesting to you that since Matteo --
24 sorry. Who is the older one?

25 A. Matteo.

1 791 Q. After Matteo turned 18 you gave the mother
2 only \$250?

3 A. Yes. Because I was giving -- I was giving
4 her more when she had both kids.

5 792 Q. Now, I'm saying you were giving the
6 mother, Serafina, only \$250 directly to her?

7 A. That's right.

8 793 Q. And you determined that on your own; is
9 that correct?

10 A. No. Both of us determined it because if
11 you look at the contract she signed the contract so it's
12 not just me I determined. Both of us. Both of us.

13 794 Q. I'm saying that there is nothing in this
14 contract about the younger one?

15 A. Yes. But -- it doesn't have it but what it
16 says there for the older one. What does it say?

17 795 Q. I agree.

18 A. What's the older one? What does it say for
19 the older one? \$250 for the older one? How much it says
20 there for him?

21 796 Q. Sir, I'm trying to --

22 A. No but --

23 797 Q. If counsel would allow you to answer my
24 question.

25 A. Okay. I don't have the contract in front

1 of me. What does that contract say? Can I see that one?

2 798 Q. Here. I need you to have a copy. It's the
3 main document that we're dealing with. You have to have
4 it.

5 A. If it says \$250 there -- let's see. When
6 it comes up I'll explain it to you so you can see it
7 yourself, too. Okay. So it says right there. Matteo
8 would receive \$200, right? So I'm going to give the
9 younger one \$200, too, if he goes and lives with his
10 mother. And Sera will only receive \$100.

11 It says here \$100 I gave her but instead of
12 giving her \$100 I gave her more money. I gave her \$250.
13 Right now I'm giving her \$250 and I'm giving Luca \$200.
14 So this contract says one thing but I was nice enough
15 and I'm giving her more than what the contract says.

16 799 Q. I'm just going slowly, sir. I'm talking
17 about there's no mention about giving Luca money?

18 A. That's right. That's right. It doesn't say
19 nothing because Luca was living with me.

20 800 Q. I agree. I agree. We got that.

21 A. Okay.

22 801 Q. We're talking Luca now?

23 A. Okay. We're talking about Luca now. Yeah.

24 802 Q. So when Matteo turned 18 --

25 A. Yeah.

1 803 Q. -- how much money did you start giving
2 Luca only?

3 A. Same amount that I've been giving him
4 since day one when he moved.

5 804 Q. How much was that?

6 A. \$200.

7 805 Q. To the mother?

8 A. To him.

9 806 Q. And how much did you give to the mother?

10 A. \$250.

11 807 Q. So the total is \$450?

12 A. Is \$450.

13 808 Q. How did you arrive at the \$450, sir?

14 A. Oh my God.

15 809 Q. It's not in the agreement. You agree it's
16 not in the agreement?

17 A. No because I'm giving her extra money. I
18 gave her extra. I just did whatever. That was the deal.
19 It was \$200 for Matteo and \$100 for her because Luca was
20 living with me. But since Luca wanted to go live with
21 his brother I doubled it.

22 So I did \$200 for Matteo, \$200 for Luca and
23 instead of me giving her \$200 I gave her \$250 or \$300 or
24 \$350. I got to look. Go back and see how much I gave her
25 and then when the older one got --

1 810 Q. Were you aware, sir, of various e-mails or
2 letters to your lawyer asking for more money for the
3 younger one?

4 A. Which lawyer?

5 811 Q. Your lawyer. E-mails. Various e-mails.

6 A. My lawyer -- I didn't have no lawyer so I
7 don't know where you're going.

8 812 Q. No. After. After the application was
9 commenced are you aware of any requests by Serafina's
10 lawyer for more money for the younger one?

11 A. No. What are you talking -- what? When?
12 After you guys served me?

13 813 Q. Yes, sir.

14 MS. OSADET: Stop. You're putting to this
15 deponent seriously whether or not he knows if you sent
16 me letters asking for more money and you've just brought
17 a motion for child support, Mr. Pomer? Like, please --

18 MR. POMER: I want to talk about his awareness.

19 MS. OSADET: You know what?

20 MR. POMER: His awareness.

21 MS. OSADET: No. You know what? We just did a
22 motion on this. This is a waste of time, this line of
23 questioning. It's 2:31. Please get to an area of
24 questioning that is going to help us --

25 MR. POMER: It's proper. It's not a waste of

1 time.

2 MS. OSADET: -- solve the issues.

3 MR. POMER: That is one of the major issues as
4 to the breach of the agreement and as to the amount of
5 money owing for child support arrears. It's a major
6 issue. Do you disagree with that or not, Ms. Osadet? Do
7 you agree that the issue of arrears is an important
8 issue in this case or no?

9 THE DEPONENT: You agree to me paying so much
10 money for mortgage right now, too, right? You agree to
11 that? You put me in high risk. Never mind.

12 MS. OSADET: So Mr. Ferrante felt that he
13 wanted to answer your issue there, Mr. Pomer, so he's
14 answered the question. I'm not going to repeat it.

15 MR. POMER: You're telling me it's not relevant
16 and move on to another area. I'm asking you now based on
17 my response is that not a relevant question to the
18 issues of this litigation as to the amount of money a)
19 that he's paid in child support and b) if he had notice
20 of our request to your office to pay more child support
21 for the younger child?

22 MS. OSADET: Right. Right. So here's what you
23 do with all due respect, Mr. Pomer, because I don't
24 think the issue of the quantum that's been paid under
25 the separation agreement is what I was talking about at

1 all.

2 You've put a question to Mr. Ferrante about
3 whether he knows that you have specifically written me
4 e-mails requesting he immediately start to pay. You
5 should not be asking Mr. Ferrante any question about his
6 dealings with me.

7 What you should be putting to Mr. Ferrante is
8 whether or not he understands that his soon to be
9 ex-wife or estranged wife, the mother of the children,
10 is seeking arrears and is seeking ongoing child support,
11 right? You could ask him that. That's what you ask him.

12 You don't ask him about what happens in his
13 dealings with me. That's not a proper question in my
14 respectful reply to your request for me to answer
15 whether or not it's relevant. It's not a proper
16 question.

17 BY MR. POMER:

18 814 Q. Sir, are you aware of the guidelines on
19 how much money you should be paying based on the
20 guidelines?

21 A. No. Not really. I don't have -- no. But
22 no.

23 815 Q. You're not aware of what you're supposed
24 to be paying. Are you aware that there are guidelines?

25 A. I know how much I should be paying and

1 what I could pay and what I cannot pay. We made -- we
2 made an agreement at that time there and that's what it
3 is. So, next.

4 816 Q. Sir, I'm suggesting that it was duress why
5 she signed the agreement and you weren't going to pay
6 any more money and she wanted to get out from your
7 tyranny, from your being a bully to her and creating
8 criminal activity. That's what I'm suggesting.

9 A. So 18 years she was living with me. I
10 bullied her for 18 years. Is what we're going to go with
11 now? Is that what we're going to go with? Okay.

12 817 Q. I'm talking about the time the agreement
13 was executed. That's the relevant time.

14 A. Okay. So -- so we did a \$200,000 reno to
15 the house but I was a bully to her. I see. We put
16 everything on top of the house. We put a mortgage on top
17 of a mortgage. Yeah. You can write that. Mortgage on top
18 of a mortgage; a mortgage on top of a mortgage.

19 You should -- you should get -- you should ask
20 your client for all the data of how many times we
21 remortgaged this house from owning it from 18 years ago;
22 how you owe a million dollars on a house. You -- you
23 tell me one person that you know that has an 18 -- 18
24 year old house and has a mortgage of a million dollars
25 on it. I can tell you one person. That's me because one

1 person wants to keep on buying stuff and then we put it
2 on -- on the house.

3 Just put it on top of the house. My vehicle is
4 put on top of the house and that's where we are now.
5 Visas put on top of the house and that's where we are
6 today. I remortgaged this house I think about eight
7 times so --

8 818 Q. I got from my client some records from
9 your bank account. Do you have copies of your bank
10 account statements? You have them, I presume? At the
11 date of separation.

12 A. Margaret, yeah? I don't know.

13 MS. OSADET: Okay. First of all, stop.

14 BY MR. POMER:

15 819 Q. It's looks like --

16 MS. OSADET: No. No. Stop. Why are you asking
17 me for an undertaking for these bank records when you
18 have them?

19 BY MR. POMER:

20 820 Q. No. No. No. No. I got this one about the
21 \$6,000. Okay. It looks like --

22 A. That \$6,000 is from -- that's my
23 government cheque. I took that out of the bank. That's
24 my government cheque.

25 821 Q. You took --

1 A. She pulled her money out. I pulled mine
2 out. I need her to spend my money? If you look at my
3 contract she signed when we got divorced when I got
4 arrested she took my Visa and she went shopping and
5 spent \$4,000, \$3000 on it. It's on the paper there. You
6 see it, right? No. No. You see that, Mr. Dave? It says
7 there --

8 822 Q. I don't see everything. Okay.

9 A. Yeah. It's on the contract --

10 823 Q. I'm suggesting, sir --

11 A. -- that she had to pay me back. Why?
12 Because she liked to go shopping. So when I was in jail
13 she used my Visa. That's why on the contract there that
14 she has to pay me back the 13 or \$1,400.

15 You read it on the contract there, right?

16 Okay. So that's why I pulled my money out because I'm
17 not stupid and I have -- and I have proof. I have proof
18 from my old phone from her from her sister and her
19 sister to her with a text saying if you're getting a
20 divorce you should wipe out and take everything from him
21 and I have that on text.

22 I have -- I have some shit on your client but
23 I'm not going to use it because I'm not that type but if
24 I have to go that route there I'm going to use it. So I
25 have texts from her and her sister saying take the money

1 and run.

2 I took my money out of the bank. She even told
3 her sister, "I can't take that \$6,000 because that's his
4 money. That's his government money" and I have that on
5 text. So that \$6,000 that you're talking about is my
6 cheque from the government.

7 824 Q. Okay. Fair enough.

8 A. Yeah.

9 825 Q. When you took out your \$6,000 would it be
10 fair to say, you can look at your records, that the
11 money left in the bank account not even cover one
12 mortgage payment? Would that be an accurate statement?

13 A. No. There was some money in there.

14 826 Q. I agree but would it be fair to say --

15 A. No. No. No. Wait a minute. Wait a minute.
16 So it's okay for her to pull her money out and I can't
17 pull my money out?

18 827 Q. When you pulled --

19 A. But wait. The mortgage never bounced, did
20 it? The mortgage got paid so somebody paid the mortgage.

21 828 Q. After she moved out that's when the
22 payment was paid?

23 A. No. She was still living in the house.

24 What are you talking about? You're not -- you're telling
25 me I don't know the calculation or math or dates. You

1 have it there. She's living -- she lived in the house
2 for a month. She lived in the house for two months and I
3 still paid the mortgage so where are you going?

4 829 Q. I'm suggesting that you only paid the
5 mortgage after you forced her to sign the agreement.
6 That's what I'm saying.

7 A. If you look at the date when -- when was
8 the contract signed? Are you okay or what? Are you
9 looking at the dates? When was that contract signed?
10 Yeah. When was that contract signed? Yeah. Yeah. Keep
11 going. You keeping on going with this.

12 Your client lies through her teeth and I'm
13 going to have fun proving all this shit. I'm going to
14 have fun. So you tell me when was that -- when was that
15 contract signed and how many times the mortgage got
16 paid. She lived in the house for two months. She doesn't
17 have \$6,000 to pay here. She doesn't have that money. I
18 don't even know how she's doing the money now. I don't
19 even know how she's doing it now.

20 MR. POMER: Counsel, can I now ask you --

21 THE DEPONENT: Your client -- your client --

22 MR. POMER: -- to ask your client to answer my
23 question and not to ask me questions?

24 THE DEPONENT: I did answer your question. I
25 answered your question. Your -- your client cries that

1 she has no money. Why is she renting a house for \$2,800
2 a month? She doesn't need a full house if she's crying.
3 So we're going to keep on going. You want we're going to
4 play these games. She needs more money for rent. She
5 doesn't need a full house.

6 MR. POMER: Counsel, are you going to stop your
7 client or no?

8 THE DEPONENT: I did answer your question. Next
9 question.

10 BY MR. POMER:

11 830 Q. You didn't answer my question.

12 A. Yes. I did.

13 831 Q. I'm saying when you pulled your money out
14 of the bank account I'm suggesting to you there was not
15 enough money to pay one mortgage payment on that?

16 A. There was still more cheques to go in, no?
17 You're still working. Like, 100 percent. I just told you
18 --

19 MS. OSADET: Stop. Stop. Mr. Ferrante, stop.

20 You know what, Mr. Pomer? With all due respect one --

21 MR. POMER: These are fair questions.

22 MS. OSADET: No. It's not because 1) you have a
23 bank statement in front of you that would easily allow
24 Mr. Ferrante to answer this question. That's number one.
25 2) you've asked me for an undertaking to provide that

1 very same document that you seem to have in your
2 possession right now which I must tell you --

3 MR. POMER: I don't. It's not a copy --

4 MS. OSADET: I am not done.

5 MR. POMER: I'll give it to you. It doesn't
6 answer what I want exactly. That's why I want
7 confirmation from him. It's not my bank account. I'm
8 entitled to ask under oath. I want this under oath for
9 the record. That's what I want. That's why you ask
10 questions to form part of the court record and then I
11 produce it at a trial if required. That's what I want.
12 His sworn statement.

13 THE DEPONENT: It's three years old. If I can't
14 get it I can't do nothing. Three years old.

15 MS. OSADET: No. Stop. Stop. Mr. Pomer, you
16 have some form of information about that bank account.

17 MR. POMER: I'll give it to you. I'll send it
18 to you now.

19 MS. OSADET: I should have it already, sir.

20 MR. POMER: No. My client just gave it to me;
21 this piece of paper. I have nothing from you. Your
22 client has nothing.

23 THE DEPONENT: You better make sure that those
24 are real documents because --

25 BY MR. POMER:

1 832 Q. I don't know. That's why I'm asking you. I
2 agree with you. I'm asking you were asked to provide in
3 your notice of questioning all these documents and you
4 have nothing today that you have in front of you.

5 A. Well, because it's three years now so I
6 don't know if I'm going to get it. She could get
7 everything when you asked her eight months ago and now
8 you're coming to me now with this all information. So if
9 I can't get it I can't do nothing.

10 833 Q. Did you get a notice of questioning
11 through your lawyer, sir? I asked you to bring a lot of
12 documents and today under oath you said you have nothing
13 in front of you. That's what you're saying and telling
14 me.

15 MS. OSADET: Mr. Pomer, at the beginning and
16 the record will you I told you I would put the documents
17 up for Mr. Ferrante to have and he has put some
18 documents in front of him. And you know --

19 MR. POMER: I'm asking him to produce his
20 records then.

21 MS. OSADET: Excuse me. No.

22 MR. POMER: If that's the case I'm asking you,
23 Counsel, I'm going to take you at your word, get the
24 bank documents that I asked for for the month of
25 separation; September and October 2019. You can put them

1 on the screen.

2 MS. OSADET: That's fine. I'm going to do
3 that. You know what? I'm going to do it and then I will
4 state right now that I'm more than happy to give that
5 undertaking to help your client trying to prove her case
6 with the disclosure she should have produced for her own
7 claim, okay?

8 It's your claim. You're the one who's trying
9 to say Mr. Ferrante didn't leave enough money in the
10 bank account for the mortgage and yet you haven't
11 produced any disclosure about that. You're just asking
12 open-ended questions about it and so really you're
13 relying on this man to remember who has clearly said,
14 you know, he doesn't have a good memory.

15 And with the greatest of respect to you a poor
16 memory does not credibility destroy in my respectful
17 submission. And I have case law for it which I will
18 bring before the court because I do believe this has
19 been a complete waste of time. Like, he doesn't
20 remember. If you have an amount put the document to him.
21 Get your staff to help you do a screen share.

22 BY MR. POMER:

23 834 Q. Whose name is the life insurance policy
24 under today, sir?

25 A. It's under both of our names. I got to pay

1 for her life insurance because that's on the deal.

2 MR. POMER: Can I get an undertaking to provide
3 the evidence whose name the beneficiary is today?

4 MS. OSADET: Yes.

5 --undertaking

6 MR. POMER: Thank you.

7 THE DEPONENT: Wait. Wait. What do you want to
8 know? If I die where the money goes?

9 BY MR. POMER:

10 835 Q. Who is the beneficiary today?

11 A. On my behalf?

12 836 Q. Yes, sir.

13 A. My kids. She changed hers a long time ago
14 to her sister. Why don't you ask your client that? It
15 was always under her sister's name. And I'm paying for
16 that. So if she dies the money goes to her sister. So it
17 doesn't go to the house or to her kids. It goes to her
18 sister.

19 837 Q. Sir, sir --

20 A. Yeah. Okay. Sir, sir.

21 838 Q. How long did you have the benefit package
22 in her name after the date of separation?

23 A. It's always been the same. They didn't
24 change it. I'm still paying her monthly payments.

25 839 Q. No. I'm talking about your benefits. On

1 your benefits.

2 A. I changed my benefits. When she separated
3 I changed it to my kids. Not like her.

4 840 Q. Hold on. Thank you. How long --

5 A. Right after. Right after.

6 841 Q. How long? Within the month?

7 A. Maybe two weeks. Two weeks after. Three
8 weeks.

9 842 Q. So you changed the benefits. You changed
10 the benefits that she was supposed to receive
11 approximately one month after the date of separation?

12 A. Yeah. I changed it right after she left.
13 If you separate -- if your wife divorces you if you die
14 you going to give the money to your wife or to your
15 kids?

16 843 Q. Okay. Your evidence today is clear that
17 you changed the benefits and removed Ms. Ferrante
18 approximately one month or less than a month after you
19 separated and signed the agreement?

20 A. On my life insurance, yes.

21 844 Q. I'm talking about the benefits, too.

22 A. No. The benefits she kept it for six
23 months she had benefits and then I took her off.

24 845 Q. When did you cancel the benefits?

25 A. After six months.

1 846 Q. Do you have proof when you cancelled it?

2 A. After six months.

3 847 Q. I need your undertaking --

4 A. You're putting --

5 848 Q. Hold on. I'm entitled to ask you a
6 relevant question. I'm entitled.

7 A. I got no time to pull my benefits to get a
8 letter telling you that I cancelled six months. Your
9 client knows it got cancelled after six months. So it's
10 three years. I'm not going to start bothering people
11 because you need a letter saying that I cancelled her
12 six months ago. After six months.

13 If it was before that --

14 MR. POMER: Counsel, what is your response as
15 to my asking for my undertaking to prove when he
16 cancelled the benefits to Ms. Ferrante?

17 MS. OSADET: Well, you keep asking Mr. Ferrante
18 for the undertakings and he has clearly refused to do it
19 so --

20 THE DEPONENT: I got no time to do it.

21 MS. OSADET: -- it's a refusal.

22 --refusal

23 THE DEPONENT: I'm not going to wait online
24 just to show that I cancelled it six months after. I'm
25 not doing that.

1 BY MR. POMER:

2 849 Q. Now --

3 A. Are we talking about February? How about
4 February? When are you guys going to talk about February
5 so I can talk about between you and your client that she
6 fired you. You told her that you quit.

7 MS. OSADET: Stop. Stop. Stop. Stop.

8 THE DEPONENT: No. I want to keep going. I got
9 a letter that she wanted to do it on her own. That I
10 sent a T, a D -- a D something for her because you
11 refused to do work for her. How about all that?

12 BY MR. POMER:

13 850 Q. Now I'm taking you to the next area I'd
14 like to do is your exhibit with respect to the mortgage
15 you were trying to obtain from Ferra Construction.

16 A. Yeah. That cancelled because so many times
17 when you get people involved and then later your client
18 cancels at the end they tell you where to go. So that's
19 what happened with me because your client wants --

20 851 Q. Is that mortgage commitment that you have
21 in your motion record available for you today or not
22 based on those terms?

23 A. No. Not anymore because they pulled out
24 because your client played -- played with my head and
25 with -- with other people's that they pulled out.

1 Because your client three times -- between you and your
2 client three times. So at the end they pulled out and
3 said, "No. We're not doing it", okay?

4 852 Q. So as of today's date there is no actual
5 commitment available to you based on the money --

6 A. Not from Ferrara. I could get it from
7 somebody else but not from Ferrara. I have somebody else
8 in line but I'm not bothering them until the deal is
9 done because I'm not going to get -- they have to get
10 the lawyers involved again.

11 You know how much it cost me already when you
12 guys want to play games? Remember how we were going back
13 and forth to settle? That we're almost ready to settle
14 and then you guys changed the last thing at the last
15 minute, yeah. That cost me \$4,000 just that day there
16 for you guys playing games with their lawyers to get the
17 papers transferred, the money transferred and
18 everything. So I'm done playing games with you guys. So
19 they pulled out.

20 853 Q. So when did they pull out; Ferrara
21 Construction?

22 MS. OSADET: Don't answer it. It's not
23 relevant.

24 --refusal

25 BY MR. POMER:

1 854 Q. When did they pull out?

2 MS. OSADET: It doesn't matter. How is that
3 relevant?

4 BY MR. POMER:

5 855 Q. I want to know when did they pull out?

6 MS. OSADET: How is it relevant?

7 MR. POMER: It's relevant to all the issues in
8 this action.

9 MS. OSADET: No. It's not.

10 MR. POMER: Including your motion that's coming
11 up.

12 MS. OSADET: Don't answer it. Don't answer it.

13 BY MR. POMER:

14 856 Q. Including your motion. When did they pull
15 out, sir?

16 MS. OSADET: Don't answer that.

17 --refusal

18 THE DEPONENT: I refuse to answer. My lawyer's
19 telling me not to answer that.

20 BY MR. POMER:

21 857 Q. At least they pulled out based on your
22 evidence. That's fine. We just don't know the date; is
23 that correct?

24 A. Yeah.

25 858 Q. Okay. Good enough. Who is Ferra

1 Construction Limited? Who is the owners behind that
2 company?

3 MS. OSADET: Do not answer this. It's totally
4 irrelevant. Whatever has gone on in this litigation has
5 made, as my client has just said, that is cancelled.
6 We're not answering any questions about. Go on to
7 another area.

8 --refusal

9 BY MR. POMER:

10 859 Q. Is Ferra Construction owned by a family
11 member, sir, that was going to give you the mortgage?

12 A. They might be half partner. Half partner
13 of the company.

14 860 Q. Would it be fair to say --

15 MS. OSADET: Why is that relevant? Why does it
16 matter?

17 MR. POMER: It's relevant.

18 MS. OSADET: How? How is it relevant?

19 BY MR. POMER:

20 861 Q. It's relevant in terms of where he's
21 trying to get a mortgage. I want to know if it's from a
22 family member; it's partly from a family member. Would
23 that be correct?

24 MS. OSADET: Why do you need to know? What is
25 relevant?

1 THE DEPONENT: Because she can't get one.

2 That's why.

3 MS. OSADET: Stop it. Stop.

4 MR. POMER: I asked for that in my motion. A
5 phone number. I never got it from you. You decided not
6 to --

7 MS. OSADET: If I'd been ordered --

8 BY MR. POMER:

9 862 Q. Hold on. In my reply affidavit I asked you
10 to provide the name and person behind this mortgage. You
11 have decided not to answer it then. I'm asking you today
12 under oath. Under oath I'm asking the client to confirm
13 that one of the parties to Ferra Construction Limited is
14 a relative of yours?

15 MS. OSADET: It's not relevant. He's not
16 answering it. He's told you under oath that the contract
17 with Ferra, the offer has been withdrawn because of
18 what's gone on in this litigation so that's it. He's
19 answered the question. Please move on.

20 BY MR. POMER:

21 863 Q. Withdrawn by who so we get it clear?

22 Withdrawn by who, sir?

23 A. By the -- by them. I don't know who it is.
24 I never met them. I'm going through a third party.

25 864 Q. So you have knowledge --

1 MS. OSADET: You know what? Stop. Stop. No. No.
2 No. I said no to these questions. Don't ask any more,
3 Mr. Pomer. Move on. It's irrelevant.

4 MR. POMER: It's your decision. You say you're
5 not answering because it's not relevant?

6 MS. OSADET: That's right and you're wasting
7 time.

8 BY MR. POMER:

9 865 Q. I'm taking you now, sir, to your financial
10 statement which you should have in front of you that's
11 part of the serious nature of today. Can you turn to
12 your sworn financial statement produced by your office?

13 MS. OSADET: What date?

14 BY MR. POMER:

15 866 Q. The sworn financial statement; I only have
16 one. That would be sworn February 12th, 2022.

17 MS. OSADET: No. We're not going to go through
18 an old financial statement. You should have asked me for
19 an updated one.

20 MR. POMER: The only one I've got. I only have
21 one and this is questioning. I've asked for updated in
22 my request for information. You have declined to do
23 that.

24 MS. OSADET: No. I haven't declined to do it.

25 MR. POMER: Have you produced more than one?

1 You have motions coming on child support. We just had
2 within the last two weeks or so we had a motion for
3 child support and arrears. Did you provide me with,
4 pursuant to the rules, an up to date sworn financial
5 statement or not?

6 MS. OSADET: We relied on our defence that
7 there is a separation agreement and it ought not to be,
8 you know, set aside or varied in any way, shape or form
9 because your client does not have clean hands. Those
10 were my submissions.

11 MR. POMER: So then therefore --

12 MS. OSADET: Those were my submissions.

13 MR. POMER: Okay. Fine. That's fine. I accept
14 that.

15 MS. OSADET: Why do you want to go through
16 that?

17 BY MR. POMER:

18 867 Q. So then let's go back to the only one that
19 you've provided. It's the only one.

20 MS. OSADET: No. There is no point to go
21 through it, Mr. Pomer. Tell me why we have to go through
22 it?

23 MR. POMER: Is your client refusing to answer
24 any question with respect to the sworn financial
25 statement?

1 MS. OSADET: Yes because his financial
2 situation has completely changed. You know, so that's
3 not accurate any longer because he's paying --

4 MR. POMER: I want to --

5 MS. OSADET: I'm not done. He's paying more in
6 mortgage. It needs to be updated so no. We're not going
7 to waste any more time going over an outdated financial
8 statement.

9 MR. POMER: I want to ask him questions on his
10 incomes then. If you don't want to answer any questions
11 on the sworn financial statement I will ask him
12 questions about his income.

13 MS. OSADET: That's fine.

14 THE DEPONENT: My income? You can ask my
15 income. Go ahead. Go ahead. This is going to be a good
16 one.

17 BY MR. POMER:

18 868 Q. Sir, you have --

19 MS. OSADET: Mr. Ferrante, please, do not make
20 editorial comments, okay?

21 MR. POMER: For the record counsel has advised
22 me she's not willing to have her client answer any
23 questions on his only sworn financial statement given to
24 my client for the record. Is that your understanding,
25 Counsel?

1 MS. OSADET: I'm sorry that I'm chuckling, Mr.
2 Pomer, because that's exactly what I just put on the
3 record saying --

4 MR. POMER: Thank you. That's it. Thank you.

5 MS. OSADET: -- I'm refusing any questions
6 because it's outdated.

7 BY MR. POMER:

8 869 Q. That's fine. Now, what is your source of
9 income today, sir? How many companies do you work for?

10 A. How many companies I work for? I work for
11 two because I do snow in the wintertime and my kids work
12 with --

13 870 Q. Which --

14 A. And my kids work with me in snow and
15 that's why my income is so high up. I don't really make
16 \$120,000 because I pay my kids. I get my kids to --

17 871 Q. Let's get to your income. Let's get to
18 your income, sir.

19 A. Yeah. We'll get to my income. Yeah. We're
20 going to get to my income.

21 872 Q. I'm going to continue to try to ask you
22 simple questions and I want simple responses based on
23 the question that I ask you.

24 A. No problem.

25 873 Q. And I hope counsel will ensure that you

1 just answer the question. Which two companies do you
2 work for?

3 A. Now or when I got -- when we were doing
4 the separation?

5 874 Q. Now?

6 A. Now I work for Tubro Contracting and I
7 work for Verde Property.

8 875 Q. What months do you work for Tubro
9 Contracting?

10 A. 12 months for Tubro and five months for
11 Verde.

12 876 Q. Do you have a contract, a separate
13 contract for Verde?

14 A. I get paid -- I get paid by -- by cheque
15 and I'm on company payroll. So not a contract. I'm on
16 payroll.

17 877 Q. So what is your expected income as we
18 speak as of today's date for Verde Property?

19 A. Verde? Before or after I pay my kids?

20 878 Q. No. I'm talking, no. Before --

21 A. No because I pay my kids, right?

22 879 Q. Hold on.

23 A. They pay me --

24 880 Q. I'm asking you --

25 A. I'm telling you --

1 881 Q. I'm asking the questions. What your
2 expenses are we'll get to there. It's fair. You're
3 right. What is the gross amount you're supposed to
4 receive from Verde Properties?

5 A. What I get? I think it's about what? 45,
6 40. Let's see.

7 882 Q. Can I get --

8 A. Yeah. About \$40,000 I get from them.
9 \$40,000 I get from them and the kids get --

10 883 Q. Can you just for the record can you say
11 Verde instead of them so I know?

12 A. Eh?

13 884 Q. How much do you get from Verde?

14 A. Verde I get under my name last year was --

15 885 Q. I'm talking this year now, sir.

16 A. This year. I'm still working this year so
17 I can't tell you this year. The year is not over.

18 886 Q. I understand. They pay you weekly, sir?

19 A. They pay me every -- no. Every two weeks
20 they pay me.

21 887 Q. Whether it's snowing or not snowing?

22 A. Yes. I got -- they gave me a contract. I
23 got -- I get so much --

24 888 Q. I understand you got a contract. I need an
25 undertaking to see a copy of your contract.

1 A. There is no contract. It's verbal.

2 MR. POMER: You have a verbal contract. I want
3 you to undertake to tell me the exact terms of the
4 contract.

5 THE DEPONENT: Why do you need to know my
6 verbal contract? I don't understand. What does this have
7 to do with --

8 MS. OSADET: Why don't you just ask for them
9 now? Ask him about them now, please.

10 THE DEPONENT: What verbal contract you want to
11 know? I don't understand.

12 BY MR. POMER:

13 889 Q. I want to know what are the terms of
14 payment from Verde Property Management to you?

15 A. I get paid every two weeks.

16 890 Q. How much do you get paid every two weeks
17 and from when does it start?

18 A. What is it? I got to do my calculation.
19 Maybe -- Mary Ann, what it is?

20 MS. OSADET: Mr. Ferrante, if you don't know
21 you cannot ask someone to help you answer.

22 THE DEPONENT: If he's asking for this year I
23 have nothing for this year because I didn't get paid
24 yet. If you're talking about last year then we'll talk
25 about last year but you're talking about this year so

1 this year I can't tell you.

2 BY MR. POMER:

3 891 Q. You can't tell me this year --

4 A. No because I didn't get paid yet. We're
5 talking about this year? This year, sorry. I forgot.
6 This year my son's getting paid under his own name. So
7 I'm getting less money. I forgot about that.

8 892 Q. Sir, what are your terms? Are you what's
9 called an independent contractor or employee of Verde
10 Property Management Inc.? What are you?

11 A. I'm an employee. I get a pay cheque from
12 him. I pay my taxes. I pay my taxes.

13 MR. POMER: I need a letter from Verde --

14 THE DEPONENT: I'm going to get you a letter
15 from John Pope, too, yeah. Yeah. Okay.

16 MR. POMER: I'm asking, Counsel, I need a
17 confirmation from Verde how much money he was paid in
18 the years 2019, 2020 from the date of separation.

19 THE DEPONENT: You got my T4s for that. There's
20 T4s.

21 MR. POMER: No. I want a letter from Verde how
22 much you got --

23 THE DEPONENT: I'm not getting no letters. I'm
24 telling you that now. I'm not going to go get letters. I
25 got letters from the other company I worked for, too, if

1 you want from 2019. I'm not giving you letters.

2 MR. POMER: That's a no. Is that a no, Counsel?

3 THE DEPONENT: It's a no. You got T4s.

4 --refusal

5 BY MR. POMER:

6 893 Q. Do you get T4 statements from Verde
7 because I haven't seen them?

8 A. Yeah. They're the T4 statements. Yeah. You
9 have them.

10 MR. POMER: My next undertaking is I want an
11 undertaking for from the year of separation 2019, 2020,
12 2021, what is your T4 statements.

13 THE DEPONENT: No problem.

14 MS. OSADET: We will update --

15 MR. POMER: He said no problem.

16 MS. OSADET: You know what, Mr. Pomer? We will
17 update the financials including the T4s because it's not
18 even the end of 2022 and you have his 2021.

19 MR. POMER: I have asked only up to 2021. I've
20 only asked for 2021. 2018, 2019, 2020 and 2021 from
21 Verde.

22 THE DEPONENT: I wasn't working at Verde for
23 2021 and all that. I've only been with Verde for three,
24 two years.

25 MR. POMER: Okay. So give me the two years that

1 you were with them. Is that a yes, Counsel?

2 MS. OSADET: I will update all the financials.

3 You have my undertaking.

4 --undertaking

5 MR. POMER: I need the T4 statement. That's the
6 undertaking I'm asking for.

7 MS. OSADET: That's going to be part of it,
8 yes. All of the T4s, all --

9 MR. POMER: Thank you. Thank you.

10 MS. OSADET: You know, all of that, okay, Mr.
11 Pomer?

12 BY MR. POMER:

13 894 Q. Now, I need your last three pay cheques
14 from Verde Property Management Inc. I need an
15 undertaking for your last three pay cheques.

16 A. I don't have none. I didn't get paid yet.
17 So last three --

18 895 Q. I need an undertaking that you'll provide
19 me with your first two pay cheques from Verde
20 Management.

21 A. You'll get it in a month.

22 MR. POMER: I'll take it. Can I get three pay
23 cheques from Verde when you get them?

24 THE DEPONENT: That's fine. I don't care.

25 MR. POMER: Thank you. Is that a yes, Counsel,

1 or no?

2 THE DEPONENT: I got nothing to hide.

3 MS. OSADET: You know --

4 MR. POMER: I'm entitled. This is all relevant.

5 MS. OSADET: Mr. Pomer, stop with your
6 entitledness. Disclosure is required under the rules.

7 I've given you my undertaking that I will update Mr.
8 Ferrante's financials as required under the child
9 support guidelines under the Divorce Act, under the
10 family law rules. They will all be updated in advance of
11 the return of our motion.

12 --undertaking

13 MR. POMER: I need also --

14 MS. OSADET: And that will include --

15 MR. POMER: I need --

16 MS. OSADET: My God. Don't. That will include
17 what is required under those Acts. Do you want me to
18 spell it out for you? T1s, income tax returns, notices
19 of assessment, last three pay stubs from companies if he
20 has them. You've already got an undertaking for the bank
21 records for, you know, from the date of separation to
22 now so if he doesn't have a pay stub you're going to see
23 deposits in the bank statements. I mean, we really don't
24 need to beat a dead horse with all due respect. So you
25 will have that, okay?

1 BY MR. POMER:

2 896 Q. How much money are you expecting to get
3 from Verde for the year 2022, sir?

4 A. 2022?

5 897 Q. Yes.

6 A. Maybe \$2,000, \$3,000.

7 898 Q. From Verde?

8 A. Yeah.

9 899 Q. Last year --

10 A. Sorry. From there to now? No. Sorry. Say
11 maybe 20. Maybe less.

12 900 Q. That's to you directly. That doesn't
13 include to your son, does it?

14 A. No. It goes to my -- no. It goes to me and
15 then I pay my kids. So I pay -- I pay the taxes. No. No.
16 Let's get this -- I want to get this straight in the air
17 so you guys understand because your client knows what we
18 did.

19 So I get paid directly and then when I get
20 paid I pay my kids cash. And they -- they get \$10,000
21 each. And then my older one got an additional \$8,000 for
22 using the pickup truck. So but all that goes under my
23 name and that's why I have a high tax bracket. That's
24 why, like, with the rental of the house and everything
25 that's why I'm at \$100,000 and your client's at 60,

1 \$70,000.

2 So everything goes under my name. So like this
3 you guys could collect more, right? So I got \$110,000
4 that you guys are looking at 2016. That's because it's
5 so high is because of snow removal that my kids were
6 getting good money but I was claiming the taxes but
7 that's okay.

8 901 Q. Do you put the money in their bank account
9 or you give them cash money?

10 A. No. I gave them cash on top of the counter
11 and then you could ask my kids what happened to that
12 money after. And I'm going to put them on oath. When
13 it's sworn to go to court my kids are going to come on
14 top of the stand and I'm going to see what my kids are
15 going to say when they come on the stand.

16 No. No. Mr. Dave, I know what happened to that
17 money. You could ask your -- you could ask your client.

18 902 Q. How much money do you make every year from
19 Tubro Contracting?

20 A. I don't know. Between 80 to -- 80 to
21 \$90,000.

22 MR. POMER: For the year 2022 I need your last
23 three pay cheques. Can I get them for the year 2022;
24 your last three pay cheques.

25 THE DEPONENT: From what year?

1 MR. POMER: 2022, sir.

2 MS. OSADET: You already have the global
3 undertaking.

4 MR. POMER: No. I want your last three pay
5 cheques. That's all I'm asking. It's either yes or no.

6 MS. OSADET: Okay then no.

7 MR. POMER: You're not going to give me the
8 last three pay cheques. Why not? The answer is no,
9 Counsel?

10 MS. OSADET: I'm saying no here because I've
11 already said yes, like, five minutes ago.

12 MR. POMER: We talked about Verde. We never
13 talked about Tubro at all. I broke it down so I know.
14 There's two sources of income.

15 I'm now asking for Tubro. What are you going
16 to give me for Tubro? The same thing that you undertook
17 for Verde including the pay stubs?

18 MS. OSADET: That's a global undertaking to
19 update all financials from every place he worked. I've
20 said that, okay? So are we clear? Are we clear?

21 MR. POMER: Just as long as it's on the record
22 we'll determine that by motion or otherwise.

23 MS. OSADET: Oh my God.

24 BY MR. POMER:

25 903 Q. Now, sir, you said you have people in the

1 basement?

2 A. Yeah.

3 904 Q. And you don't charge rent?

4 A. No. I can't. How can you charge rent when
5 you owe them money?

6 905 Q. If you would rent it out to a third party
7 roughly what do you think you would get?

8 A. How it is now? How the condition is
9 downstairs?

10 906 Q. Yes.

11 A. It has to be fixed. Right now you'd get
12 about maybe eight, \$900 for the basement.

13 907 Q. Will you allow someone to come into the
14 property, a real estate agent, and give an appraisal as
15 to the amount? Will you allow someone to enter your
16 property that would qualify as to what the value of the
17 rent would be?

18 A. And what's that going to do? I just want
19 to know. What's the purpose of this? I'm not -- I'm not
20 charging the person downstairs no money because they
21 want money.

22 MS. OSADET: Mr. Ferrante, first of all please
23 don't ask counsel questions, okay? That's number one.
24 Second of all, Mr. Pomer is asking whether or not you
25 will give permission for an appraiser, somebody, they'll

1 have an expert that will be able to assess market value
2 of the basement apartment. Wait. Because they want to
3 say that that would be income going for greater child
4 support for Luca and child support arrears. This is the
5 reason behind him asking.

6 So here's the undertaking that we'll give. Mr.
7 Pomer, please take your finger out of your mouth. I
8 can't look at that. That is offensive to me. No. We're
9 going to refuse that for now. I'll consider it but as of
10 this moment that is refused.

11 --refusal

12 BY MR. POMER:

13 908 Q. How come your income tax statements, your
14 line 150 is less than 105? You add up from the year 2021
15 you said you made \$86,848 from Tubro Contracting and
16 \$19,101. You made \$105,549. Did you take any further
17 deductions from your income tax report? How come it's
18 less?

19 A. What's less? I don't understand what
20 you're talking about.

21 909 Q. I'm going to tell you. I'm going to now
22 take you to your income tax statement. Do you have them
23 in front of you, sir, or no?

24 MS. OSADET: What year do you want, Mr. Pomer?
25 MR. POMER: Okay.

1 THE DEPONENT: Mary Ann, come here. Come look
2 at this.

3 MR. POMER: Did you provide me with the 2021
4 income tax return and notice of assessment? I don't
5 seem to have them. Have you provided that for me or not
6 yet?

7 MS. OSADET: I don't know. I'd have to look and
8 see what we sent to you.

9 MR. POMER: My records go up to only 2020.

10 THE DEPONENT: I got to go plowing.

11 MS. OSADET: First of all what are you saying
12 is less on his 2020 income tax return --

13 MR. POMER: Can I get an undertaking --

14 MS. OSADET: Can I finish, please, the
15 question?

16 THE DEPONENT: I made less one year?

17 MS. OSADET: No. No. No. Stop, Mr. Ferrante,
18 please.

19 THE DEPONENT: No. I'm talking to --

20 MS. OSADET: Mr. Ferrante, please don't talk to
21 anybody. You're under oath testifying.

22 You are saying that line 50 in the 2020 income
23 tax return is a different number to the \$105,949.92 that
24 was put on the financial statement. Is that what you're
25 saying?

1 BY MR. POMER:

2 910 Q. I'm going to take you now to your 2020
3 return. First of all I need an undertaking for the 2021
4 income tax return and notice of assessment. How long
5 would you need to provide that for me, sir?

6 MS. OSADET: First of all --

7 MR. POMER: I don't have it.

8 MS. OSADET: -- undertakings come to me.

9 MR. POMER: Okay. Go ahead. How long will it
10 take you to provide that?

11 MS. OSADET: I don't know but I gave you an
12 undertaking to update the financials so before the
13 motion on January 19, right? So before then.

14 MR. POMER: When would that be? Give me a date
15 and see if I agree. Give me a date.

16 MS. OSADET: No. I said I will give it to you;
17 update it before January 19.

18 BY MR. POMER:

19 911 Q. Hold on. I got a calendar in front of me.
20 I go by dates and so do you, Counsel. I need a date so I
21 can review it with my client, review it with my
22 accountant, review it with everybody. I understand
23 you've produced to Revenue Canada your 2021 income tax
24 return; is that correct? You filed it already?

25 A. 2021? Yeah. That's done, yeah.

1 912 Q. Of course it is and did you get a notice
2 of assessment on it already, sir?

3 A. Yeah.

4 913 Q. Of course you have. So on that basis I
5 have to ask, Counsel, how long would it take you to get
6 copies of that information for the 2021 notice of
7 assessment and income tax return and full schedules
8 since it's already been filed? How long would it take
9 you for your lawyer to give it to us?

10 MS. OSADET: He cannot answer how long it will
11 take me. I need to answer that and I'm answering the
12 same as I've answered before, Mr. Pomer. I will give you
13 --

14 MR. POMER: He's already got them.

15 Ms. Osadet: I will update the financials and
16 get you an updated, sworn global financial updating.
17 I've already given that undertaking and I'm not going to
18 repeat myself.

19 BY MR. POMER:

20 914 Q. This is a separate question. You've
21 already said under oath that you've filed your 2021
22 income tax return. You've got your notice of assessment.
23 How long would it take you to give it to your lawyer and
24 then she can forward it to me? How long would you
25 require to do that?

1 MS. OSADET: Do not answer that question. I
2 have already answered, Mr. Pomer, when --

3 MR. POMER: I want a date, Counsel. I'm
4 entitled --

5 MS. OSADET: -- I told you before January 19th.

6 BY MR. POMER:

7 915 Q. No. I want it way before that. Especially
8 that item. I want those items before. I'm entitled to
9 them. Could you get them to your lawyer if today is the
10 15th do you need one week to get those filed documents?
11 You need one week to give it to your lawyer? Would that
12 be adequate time, sir?

13 MS. OSADET: So here's the thing, Mr. Pomer.

14 MR. POMER: No. No. I'm asking a question. I'm
15 entitled --

16 MS. OSADET: No. No. No. No. No.

17 MR. POMER: I'm entitled -- I'm entitled --

18 MS. OSADET: We're going to end this
19 examination.

20 MR. POMER: No. We're not going to end this.

21 MS. OSADET: I've had enough, yes. I've had
22 enough.

23 BY MR. POMER:

24 916 Q. I've got to know how long it's going to
25 take him to do it. I've given you enough time that you

1 need. It's already been filed, sir.

2 MS. OSADET: Do not answer the question. This
3 is --

4 THE DEPONENT: I do. I do. Next week my
5 secretary is busy because it's Christmas.

6 MS. OSADET: Okay. Stop. This is not a time for
7 jokes, Mr. Ferrante. I'm not even kidding here, okay?

8 THE DEPONENT: In January.

9 MS. OSADET: This is not a time for a joke.

10 BY MR. POMER:

11 917 Q. You need until January. Is that what
12 you're saying?

13 MS. OSADET: Do not answer it. I have answered
14 this question, Mr. Pomer.

15 THE DEPONENT: Whatever -- whatever my lawyer
16 said.

17 MS. OSADET: No. No. No. Whatever time he gets
18 it to me then I will need time to through things as
19 well. I've told you what I can do and you are bullying
20 my client and I'm sick of it, okay? We went and wasted
21 an hour in court because you wouldn't agree to an
22 adjournment and then you booked a motion without telling
23 me.

24 Like, I'm sick of these games. I am sick to
25 death of it and honestly it's enough. Okay? I'm done. My

1 client can't even afford to be here all day to pay me
2 and you're wasting time with this. You have my
3 undertaking to update the --

4 MR. POMER: By when? By when --

5 MS. OSADET: -- financials.

6 MR. POMER: I don't need all the --

7 MS. OSADET: Good-bye. Good-bye.

8 MR. POMER: I just want the income tax
9 statement and the notice of assessment. That's all I
10 want.

11 THE DEPONENT: Well, she said good-bye.

12 MS. OSADET: I'm not answering this question
13 anymore, Mr. Ferrante. Please, put yourself on mute.

14 BY MR. POMER:

15 918 Q. That's fine. That's fine. Then let's go on
16 to another question then. Your 2020 income tax return
17 says you have employment income of \$108,768?

18 A. Why did we go from taxes? How about the
19 second mortgage? That never came up.

20 MS. OSADET: First of all you cannot talk to
21 yourself. You have to just answer the question, okay?
22 So, Mr. Pomer, are what are you referring to
23 specifically?

24 MR. POMER: His income tax statement for the
25 year 2020. These are your documents that you have in

1 your possession.

2 MS. OSADET: For the record I'm bringing the
3 tax returns up on the screen and these have been served
4 upon Mr. Pomer's office and they include 2020, 2019,
5 2018 income tax returns, T1 personal income tax returns
6 with all the schedules as evidenced by these bookmarks
7 on the side. So what page would you like? 2020 says T1.

8 MR. POMER: It's the 2020, Counsel.

9 MS. OSADET: Mr. Ferrante, are you looking at
10 the screen so that you can see this income tax return?
11 I've just scrolled down to page two of eight.

12 THE DEPONENT: Okay.

13 MS. OSADET: I'm having a drink of water
14 because my mouth is dry and going down to line 150. Hang
15 on.

16 THE DEPONENT: That's my tax return?

17 MS. OSADET: This is your tax return.

18 THE DEPONENT: Okay.

19 MS. OSADET: Line 150 was there. 101,8 --

20 MR. POMER: Can I refer you to a certain page,
21 please, Counsel?

22 MS. OSADET: Uh-huh.

23 MR. POMER: The first page is personal and
24 confidential. Let's go back to the first page. I'm
25 trying to be fair to everybody. First page.

1 MS. OSADET: Yes.

2 MR. POMER: Okay. Let's go to the next page. It
3 says this is the return 2020.

4 MS. OSADET: Uh-huh.

5 MR. POMER: Next page it says employment income
6 \$107,471. That's found at the top of I guess it would be
7 page three. It says employment income. Line 100.

8 MS. OSADET: Yes. We're there. \$107,470.95.

9 BY MR. POMER:

10 919 Q. That's the same for 2019. Okay. Basically
11 the same. Within a couple of hundred dollars. Do you
12 agree?

13 MS. OSADET: I haven't looked at it for a while
14 but sure.

15 MR. POMER: That's what it says.

16 MS. OSADET: Mr. Ferrante, you answer the
17 question. Do you see that amount?

18 THE DEPONENT: Okay. So \$107,000. Okay.

19 BY MR. POMER:

20 920 Q. No. No. Look. Plus \$1,298. And for 2019
21 172.61?

22 MS. OSADET: What?

23 MR. POMER: I'm looking now again at the third
24 page of your income tax return prepared by your, I
25 guess, accountant. Whoever that would be. Look at the

1 two-year comparative summary. That's found on page two.
2 Let's go first is the covering page. Then it's the
3 letter he wrote. The first page it says 2020 and then
4 the next page two-year comparative summary.

5 MS. OSADET: No. Our next page is step one
6 identification.

7 MR. POMER: I'll give it to you again what I
8 have. Your first page should be the letter. Let's go to
9 the letter. That makes sense. Second page, please. Yes,
10 that's correct. That's step one. And now let's go to the
11 next page.

12 MS. OSADET: That's what's there. So something
13 is wrong. Hang on.

14 MR. POMER: That's the one I got directly from
15 you, Counsel.

16 MS. OSADET: Oh my God, Mr. Pomer. I don't know
17 what happened.

18 THE DEPONENT: Can I go for a --

19 MS. OSADET: Did the photocopier break it up?
20 Here. Two year comparative summary. Is that what you
21 want to look at?

22 MR. POMER: There you go. That's it.

23 MS. OSADET: There you go. Exactly. Mr.
24 Ferrante, let Mr. Pomer finish his questions and then
25 you can go for a break.

1 BY MR. POMER:

2 921 Q. So your employment income from your
3 accountant that you signed it; I assume you signed it
4 and you accept this statement. This is the one you
5 provided to CRA; is that correct?

6 A. Yeah.

7 922 Q. You made income in 2020 of \$107,471?

8 A. Okay.

9 923 Q. And \$1,298?

10 A. Okay.

11 924 Q. So the next page confirms it's \$108,768.81
12 for the year 2020. The next page in your return.

13 MS. OSADET: This page?

14 MR. POMER: No. That's not the comparative. It
15 would be the next one. I just got what you gave me. I
16 just got what you gave me. I didn't change it.

17 MS. OSADET: We gave you this so I don't know
18 what you did with it when you did get it.

19 MR. POMER: I don't know what that is. The next
20 page Canada Training Credit Limits. Keep going. The next
21 page after that, please, Counsel.

22 MS. OSADET: Tell me where you want to go.

23 I'll --

24 BY MR. POMER:

25 925 Q. The next page after that. Because my

1 summary says do you agree that your income was \$107,471
2 plus \$1,298 according to your accountant; do you agree
3 with that?

4 MS. OSADET: You're asking him does he agree
5 where my mouse pointer is that there is employment
6 income of \$107,471 plus other income of \$1,298?

7 MR. POMER: Other employment income. Other
8 employment.

9 MS. OSADET: Other employment income, yes.

10 MR. POMER: I'm not trying to mislead anybody.

11 MS. OSADET: It's there, yes. It's there.

12 BY MR. POMER:

13 926 Q. So that total if we add those two figures
14 from your next page it looks like it's \$108,768?

15 MS. OSADET: Okay. We don't have it. We'll
16 trust your math.

17 MR. POMER: No. No. It's on the next page but
18 maybe can my articling student add it up for us?

19 MS. OSADET: Sure.

20 BY MR. POMER:

21 927 Q. Okay. David, Mr. Sorbara, my articling
22 student you add up those two and we'll believe it. And
23 they're roughly the same, you admit, for 2019 and 2020?

24 MS. OSADET: We take no issue with what is on
25 this document.

1 MR. POMER: For 2019 and 2020; is that correct?

2 MS. OSADET: That's correct.

3 BY MR. POMER:

4 928 Q. \$108,760. He's got nine. It's 768.81 but
5 for the purposes \$108,769 for 2020 and for 2019 can you
6 add that up, please, Mr. Sorbara? \$108,616. Do you agree
7 that's your total employment income for the year 2020
8 and 2019?

9 A. So 2020 how much was it?

10 929 Q. \$107,471 plus \$1,298?

11 A. But what was the total?

12 930 Q. \$108,769.

13 A. Now, if you look at that --

14 931 Q. Just hold on.

15 MS. OSADET: No no. No. You know what? Here --

16 MR. POMER: I'm just being fair. I'm just
17 talking about --

18 MS. OSADET: No. No. No.

19 THE DEPONENT: And I'm going to be fair with
20 you. Now, if you look at my T4 slip for Tubro how much
21 did I make for Tubro that year? And then the rest of the
22 money, the \$20,000 went towards the kids.

23 So I'm always paying for the kids I told you.
24 The kids have been doing snow removal for five years
25 with me and I've been paying them cash because they're

1 under age. So you want to put this income --

2 BY MR. POMER:

3 932 Q. No. No. No. All I'm asking --

4 A. Yeah. Yeah. Yeah. Yeah.

5 933 Q. All I'm asking, sir, is what your --

6 A. You're asking for my income and I'm
7 telling you you have to minus \$20,000 off my income
8 every year because that goes towards my kids. So I'm
9 paying taxes --

10 934 Q. We'll get to that.

11 A. We'll get to that. Yeah. We're going to
12 get to that.

13 935 Q. We'll get to that.

14 A. Okay. When are we getting there because
15 it's already 3:30 and it's snowing over here at my
16 house. I have to go to work.

17 936 Q. I understand. We'll get to that but I'm
18 entitled to ask you questions on your financials, okay?

19 A. Okay. And I'm -- and I'm answering them.

20 937 Q. That's what it says there, too. Now, I'm
21 going to take you back. On the two-year summary it says
22 here rental income. You've got a minus, sir, of \$7,062
23 in the year 2020 and a minus \$8,267 in the year 2019.
24 That's what you're claiming?

25 A. Okay. Okay. What does this have to do with

1 anything?

2 MS. OSADET: Mr. Ferrante, you don't get to ask
3 questions of counsel. Do you have a question there, Mr.
4 Pomer?

5 BY MR. POMER:

6 938 Q. Yes. I just want to make sure that he sees
7 that first. Do you see it? That's your return; not mine.

8 A. Okay. If it's like that it's like that. My
9 -- my bank -- my bookkeeper is doing them. Does my taxes
10 not me. So whatever it is; it is. It's -- it's there on
11 paper.

12 939 Q. You're claiming for child support purposes
13 a deduction for rental income in the year 2020 of \$7,062
14 and in the year 2019 \$8,267. What rental income are you
15 referring to?

16 A. The basement.

17 940 Q. Sir, you told me that you're not getting
18 any money for the basement. That's what you've been
19 telling me on more than one occasion.

20 A. You know what? I'm not answering no more.
21 These -- the taxes has nothing to do with you. I'm not
22 answering no more questions. I'm -- I'm not answering no
23 more of this. It has nothing to do with you.

24 941 Q. How are you justifying for child support
25 purposes a deduction in your income --

1 MS. OSADET: Mr. Pomer, we're going to give --

2 THE DEPONENT: You know what?

3 MS. OSADET: Mr. Ferrante. Mr. Ferrante asked
4 for a break to go for a cigarette. That's what we're
5 doing. He'll take ten minutes and come back and then
6 he'll answer your questions. Go take your break, Mr.
7 Ferrante.

8 --break at 3:34 p.m.

9 --upon resuming at 3:38 p.m.

10 BY MR. POMER:

11 942 Q. So for child support purposes you're
12 relying on a rental deduction in the year 2020 for
13 \$7,062; is that correct?

14 A. That's what it shows there. Okay.

15 943 Q. So did you get this money or not?

16 A. The money -- we don't exchange the money
17 because I'm paying off the loan that she lent us. So
18 the money that my sister gave us goes towards the -- the
19 rental.

20 944 Q. Let's talk about it. If that's your answer
21 okay but you're claiming a deduction but you don't get
22 any money?

23 A. No. No. I got the money. I used that money
24 to --

25 945 Q. What money did you get, sir? What money

1 did you get?

2 A. There is a list that my lawyer has that I
3 provided and that you're asking for right from this
4 morning.

5 946 Q. Hold on.

6 A. You're asking for -- she's going to give
7 you the list that you asked for this morning that she
8 paid all the drywall people, the tile people. Whatever
9 money I needed to finish doing the reno.

10 947 Q. First of all when was this money given?

11 A. I don't know the exact day. It was when we
12 -- before we did this rental. Maybe three years ago.
13 They lent us two years ago.

14 948 Q. Would it be fair say it was a couple of
15 years before you separated?

16 A. Oh yeah. It was even before. Yeah. No.
17 When we were together we had -- we --

18 949 Q. That's my understanding from talking to my
19 client, okay?

20 A. Yes.

21 950 Q. So this is your sworn affidavit, okay?
22 And there is different dates. How many years before you
23 separated was the money given and how much? That's what
24 I have to know.

25 A. After separating or before separation?

1 951 Q. Before. Before you separated. All the
2 money that was given by your -- is it your sister?

3 A. My sister, yeah.

4 952 Q. When roughly was the money given?

5 A. Two years prior to that. I don't know
6 exact dates. I could get it for you. If you need it I
7 could give you most of all the details what that money
8 was for.

9 953 Q. You've got written details?

10 A. No. My sister should have it, yeah. My
11 sister should have --

12 MS. OSADET: No. No. No. No. No. No. Mr. Pomer,
13 can you be more specific about what you mean written
14 details? And just before I finish, Mr. Ferrante, don't
15 offer people to do things. You don't know if they can do
16 it or not. So don't promise something you can't deliver.
17 Thank you.

18 BY MR. POMER:

19 954 Q. I'm asking Mr. Ferrante. I'm not
20 pressurizing your witness. I'm asking because you're the
21 one that provided a sworn statement and you discuss
22 certain debts you had at the date of separation. Now the
23 debts that you're describing that you had at the date of
24 separation at the date you signed the execution of the
25 separation agreement is October 4th, 2020. Did Ms.

1 Ferrante know how much debts you had?

2 A. Yes.

3 MS. OSADET: Go ahead.

4 BY MR. POMER:

5 955 Q. Just a second. Okay. Now, so then you
6 knew, too, at the date you signed the separation
7 agreement how much debts you owed; is that correct?

8 A. Give or take, yeah. Yes.

9 956 Q. How much did you say you owed? Who is your
10 sister?

11 A. Christina.

12 957 Q. Who?

13 A. Christina.

14 958 Q. Her last name is?

15 A. Chieffari.

16 959 Q. At the date of separation what date do you
17 say your date of separation was, sir?

18 A. September 1st I believe it was.

19 960 Q. 2019?

20 A. Yeah.

21 961 Q. So how much money did you owe your sister
22 at the date of separation?

23 A. I can't -- I can't recall. I can't tell
24 you. I don't know exactly. I don't have -- I don't have
25 papers with me.

1 962 Q. So if you didn't know how did Ms. Ferrante
2 know?

3 A. Because she knew. She had everything all
4 written out. She knew -- she had -- she knew all the
5 details because she's the one who was always with my
6 sister saying, "I need this. I need that much. I need
7 this to get paid."

8 She did all the payments. All the dealing.

9 963 Q. So then you're relying on Ms. Ferrante's
10 evidence to determine what was owing and what was not
11 owing as of the date of separation; is that correct?

12 A. No. I could get -- if my sister could
13 provide me with all the information I could get my own
14 one.

15 964 Q. I understand that but it appears, though,
16 at the date of separation you really didn't know how
17 much you owed your sister, did you?

18 A. On the date of separation, no. I didn't
19 know exactly how much. I didn't ask. I didn't ask.

20 965 Q. Fair enough. So if you didn't know maybe
21 Ms. Ferrante didn't know either if you didn't know?

22 A. No. Mrs. Ferrante knew because that's what
23 I said. That's how we had our -- that's how we got the
24 decision of how it was when we did the agreement.

25 966 Q. So how much money was the initial loan as

1 far as you know that she loaned to you? It's not a loan
2 to Mrs. Ferrante. It was a loan to you; is that correct?

3 A. No. No. No. No. It was a loan to both of
4 us; not just me. It was to pay off the bills in the
5 house. It was to pay to go to Niagara Falls. It was to
6 pay hydro. It was to pay gas. It was to pay the drywall
7 guys. It was to pay the tile guys. It was to pay for the
8 tiles. There's a list of what my sister gave.

9 967 Q. What was the rough amount? Just roughly?

10 A. I can't tell you off by hand. I don't
11 know. I don't remember. If you like I could try getting
12 it for you.

13 968 Q. If you don't know now you didn't know at
14 the date of separation either. That would be a fair
15 statement. You didn't even know, did you?

16 A. Yes. I didn't know exactly how much. Yes.
17 Again.

18 969 Q. Fair enough. That's with respect to your
19 loan from Ms. Chieffari; is that correct?

20 A. Yes. Yes.

21 970 Q. Now, how much were you deducting each
22 month? How long had she lived there, sir?

23 A. She's been living here for --

24 971 Q. There. There. In your house?

25 A. Eight years. Eight years she was living

1 here and I was -- we were charging her \$850 or \$900 a
2 month.

3 972 Q. Somewhere between \$850 and 9?

4 A. I believe so.

5 973 Q. For eight years?

6 A. I believe so, yeah.

7 974 Q. That's your understanding, right?

8 A. Yeah.

9 975 Q. So if you borrowed a certain amount of
10 money which you don't know it would be deducted \$850 a
11 month. \$850 to \$900 a month?

12 A. That's right.

13 976 Q. Can we say \$875 to round it out if you're
14 not sure? Take the midway. \$875 give or take? Give or
15 take?

16 A. Yeah. That's fine.

17 977 Q. That's fine. Okay. So approximately eight
18 or nine years was she living there, sir?

19 A. Say eight years. She did pay rent. She was
20 paying rent beginning of the years and then we started
21 getting the money three, four months ago or three, four
22 years ago. We never -- we just -- we just exchanged
23 hands. We didn't exchange the money after.

24 978 Q. When did she stop paying rent, sir?

25 A. Three, four years ago when she started

1 lending us the money.

2 979 Q. So about three or four years ago.

3 A. Actually, no. More than that because it's
4 been three years we were divorced. Three -- say about
5 six years. She only paid about three years. After three
6 it was just wash hands.

7 980 Q. The years before you separated how much
8 did you deduct off? How much did you deduct from her
9 rent? She never paid rent you told me from that time.
10 She never paid rent.

11 A. Yeah. From the date when she lent us the
12 money. The first three years that she was living here
13 she was paying \$875 a month.

14 981 Q. So how much years, sir, are you saying
15 that you deducted money then? Five years?

16 A. Say six years it was that we never got the
17 money.

18 982 Q. Okay. Six years.

19 A. Because it wasn't -- it wasn't cheap
20 change. Like, \$500 here or \$600 here. It was, like, 5,
21 \$6,000 a month.

22 983 Q. Your evidence today for six years she
23 hasn't paid rent?

24 A. That's right, yeah. She paid -- she is
25 paying rent but she's deducted it off the --

1 984 Q. I understand and I accept what you're
2 saying. For six years roughly that you've deducted we're
3 going to use between \$850 and 9. We're going to use \$875
4 because it doesn't make much of a difference. \$875 a
5 year times 12 what would that been? I'm just trying to
6 calculate it. \$10,500.

7 A. Okay.

8 985 Q. So \$10,500 for how many years have you
9 been separated? Two years?

10 A. Three years now.

11 986 Q. So five years so \$52,000 if I use the math
12 correctly. At \$875 for the five years she would have got
13 back \$52,500 if you use our math.

14 A. Okay but she lent it. She --

15 987 Q. You've been separated three years; that's
16 fine. So she got a discount because your evidence is
17 clear that for the first five years of the eight she
18 didn't pay. She paid for three and for five years she
19 didn't pay?

20 A. Okay.

21 988 Q. She got a discount.

22 A. How did she get a discount?

23 989 Q. No. I'm going to use the word she got the
24 credit for what she paid before; seven years ago. She
25 started off because when she gave you your money you

1 didn't make her pay rent as you did before?

2 A. We were deducting it, yes.

3 990 Q. And I worked it out. It would work out at
4 \$875; \$10,500?

5 A. Okay. And we're still not done. She lent
6 -- she lent us \$50,000 in one shot and plus whatever on
7 top. So --

8 991 Q. Did she lend you more than \$50,000?

9 A. Yes. It was more than \$50,000. One time it
10 was just \$50,000.

11 992 Q. She lent you more and you've got records
12 to prove that, sir?

13 A. Yes. She has records that she lent me --
14 she gave me -- she gave me \$45,000 in one shot.

15 993 Q. Did she give you by cash or by way of
16 cheque?

17 A. She paid the bills and she gave me cash.
18 Yeah. She just gave me cash because --

19 994 Q. She never gave you a cheque?

20 A. No because your client always wanted cash
21 to pay bills and all that.

22 995 Q. So she gave you cash and you have no
23 receipts, do you?

24 A. We have -- I have some receipts; not all
25 of them. Like I told you your client did everything at

1 the time.

2 996 Q. But you're still deducting. As of the date
3 of separation you put down on your sworn affidavit that
4 you still owed her \$35,000.

5 A. If that's what it is that's what I owe
6 then. \$35,000. So if you said I already gave her how
7 much? If it's \$10,000 a year she's been there for how
8 many years you said? You did your calculation. So I
9 still owe her --

10 997 Q. Sir, if you owed \$35,300 at the date of
11 separation; that's your sworn statement?

12 A. Okay.

13 998 Q. You've been separated for three years?

14 A. Okay.

15 999 Q. So therefore if you take \$10,500 a year
16 times three no more money is owing to her as of today's
17 date?

18 A. It's more than -- how do you get that? I
19 don't understand.

20 1000 Q. Okay. Sir, I'm going to be nice to you,
21 okay? I'm using your figures; not mine. You said that on
22 your sworn statement you owed \$35,350 as of --

23 A. I still owe her. I still owe her.

24 1001 Q. Hold on. Just a second. Just a second.
25 I'll tell you your date of separation that you have

1 written down. Your date of separation is September 2019.
2 Mr. Ferrante?

3 A. Yeah.

4 1002 Q. If your date of separation you say is
5 September 1st, 2019; that's not in dispute is it?

6 A. No. Separation was 2019. Okay.

7 1003 Q. September. So that's 39 months from the
8 date of separation until now, right?

9 A. Okay.

10 1004 Q. It's September 2022 is three years.
11 October, November, now December. So that would be
12 mathematically 39 months?

13 A. Okay.

14 1005 Q. And you haven't charged them rent at all;
15 your evidence. So therefore if you take the money
16 deducted you say they would not be owing you a dime
17 today, would they?

18 A. No. Right now they don't owe me, yeah.

19 1006 Q. You would owe them nothing as of today's
20 date?

21 A. No. I still owe her money for another two
22 more -- she had two more years still left of rent.

23 1007 Q. No. You can't be because we talked about
24 \$875 a month. That's what we talked about.

25 A. If she lent me over about \$80,000 --

1 1008 Q. No. Okay. I'm just talking from your
2 statement from the date of separation. You've got down
3 here \$35,350 and that's an unusual number but that's
4 your number that you gave to your lawyer by way of sworn
5 statement. And if you take the deduction at \$875 times
6 39 months you're at \$34,125.

7 Virtually you owe her nothing. You owe her
8 nothing because you're taking the deduction. She's not
9 paying rent and that's based on rent of a long time ago.
10 It's not based on current rent, is it? It's just based
11 on the number at \$875?

12 A. Okay.

13 1009 Q. That's mathematics. Would you agree --

14 A. Okay. That's mathematics but if she came
15 in at \$50,000 four years ago how is that paid off? How
16 is it paid up to date today?

17 1010 Q. Let me go over it again. This is simple
18 math. Your date on your financial statement you say the
19 amount owing is \$35,350 as of September 1st, 2019. We
20 are now 39 months, give or take, from that date. At \$875
21 the numbers come to \$34,125.

22 That's at eight years ago rent; not today's
23 rent. And that's the rent that you put in eight years
24 ago which was probably lower than the fair market value
25 because she's your sister and she helped you out. So the

1 --

2 MS. OSADET: Is there a question there?

3 THE DEPONENT: I don't --

4 MR. POMER: Your best position --

5 MS. OSADET: No. No, Mr. Ferrante. You're just
6 talking, Mr. Pomer.

7 BY MR. POMER:

8 1011 Q. I'm trying to make it that he understands.
9 Your best position you don't owe her any money or under
10 \$1,000?

11 A. No. I still owe her money. Okay. We're
12 going to -- we're going to --

13 1012 Q. How much do you owe her today?

14 A. Your client knows. Listen; leave that
15 alone. I'm going to get the evidence. I'm going to sent
16 it to my lawyer and then my lawyer is going to send it
17 to you and then you're going to see that I still owe her
18 money. So we're going to do it like that because --

19 1013 Q. How much do you think you owe?

20 A. I can't answer questions because I don't
21 have the documents to cover me up right now. I can give
22 you the list. Don't worry. And you client knows. Yeah.
23 Yeah. Yeah. Keep smiling. Yeah.

24 1014 Q. You still think you owe her more than
25 \$10,000?

1 A. Yeah.

2 1015 Q. Over 20?

3 A. I say about -- I think it's about 20.

4 MS. OSADET: Mr. Ferrante, you're guessing and
5 you need to stop, okay? I understand you're tired and I
6 understand this has been repetitive but please don't
7 make any guesses. That does not help you, okay? And it
8 won't end this sooner. It's almost four o'clock. Mr.

9 Pomer --

10 BY MR. POMER:

11 1016 Q. Okay. I'm going to the personal loan --

12 MS. OSADET: Mr. Pomer, it's almost four
13 o'clock. How much longer do you intend to go?

14 MR. POMER: Probably until five o'clock.

15 THE DEPONENT: I got to go to work, too. It's
16 snowing outside. The guy's texting me to go to work and
17 I got to be over here.

18 MS. OSADET: We're going to have to adjourn it
19 to another day.

20 MR. POMER: Can I ask one last one and that's
21 it for today and we'll adjourn it to another date as
22 agreed by counsel.

23 Okay. Gino and Francesca Ferrante.

24 A. Yeah?

25 1017 Q. When did they give you the \$50,000?

1 A. You have the cheque there with the date on
2 it.

3 BY MR. POMER:

4 1018 Q. Approximately when, sir?

5 A. You have the cheque. I don't have the
6 cheque in front of me. Like, you're asking me a stupid
7 question when you have it there with you.

8 1019 Q. How do you know I have it?

9 A. I don't understand. I'm not going to
10 answer any more stupid questions. I'm going to deny
11 everything. You're asking me a stupid question when you
12 have it there.

13 MS. OSADET: Okay. Mr. Ferrante, I know. Calm
14 down.

15 MR. POMER: I don't have it. Sorry. I don't
16 have it in front of me. Did you send it to me, Counsel?
17 I don't know. And if you did just give me the date.

18 MS. OSADET: We'll give you another copy, okay?

19 MR. POMER: What date was it then? Tell me
20 today.

21 MS. OSADET: I don't know. I'll have to get it
22 and look it up.

23 MR. POMER: You don't know, I don't know or Mr.
24 Ferrante doesn't know.

25 MS. OSADET: You'll have the cheque. I'll get

1 it to you. You have my undertaking. What do you want?

2 --undertaking

3 THE DEPONENT: Ask your client. She's the one
4 who deposited it.

5 MS. OSADET: Mr. Ferrante.

6 BY MR. POMER:

7 1020 Q. And no money has been paid back?

8 A. No. Nothing's been paid back. No.

9 1021 Q. Do you expect to ever pay money back to
10 your father on this?

11 A. Yes. I do. Right now they don't want it
12 right now until we settle everything. They said, "Take
13 your time. Pay everything and then pay us."

14 So -- the only reason why they lent us the
15 money is because we didn't -- we couldn't finish the
16 house. There was too many upgrades.

17 1022 Q. I understand. Now, I'm asking you, sir,
18 with respect to the contribution it says here that for
19 Mary Ann D'Alberto I'm living with, that's found on your
20 other income earners in the house, found I guess on
21 page; whatever page. You have that she earns \$72,000 per
22 year. Is that still an accurate statement or she earns a
23 little bit more?

24 A. I don't got no idea. I got to ask her. I
25 don't know how much she makes.

1 1023 Q. Well, how did you know that she made
2 \$72,000?

3 A. My lawyer maybe asked her. I got no idea.
4 Do you want me to ask her how much she makes?

5 1024 Q. Well, it's on your form that you've sworn.

6 A. Okay. Well, if that's what my form says
7 that's what it is. I can't change the form. If that's
8 what it shows on the paper that's what it is.

9 1025 Q. I'm glad you can't change your form.
10 That's good to know. Now, it says --

11 MS. OSADET: Oh my God.

12 BY MR. POMER:

13 1026 Q. She said that she contributes \$30,000 to
14 you; is that correct?

15 A. Yeah.

16 1027 Q. Is that what she contributes today, more
17 or less, also a year?

18 A. Yeah. Same. Yeah.

19 1028 Q. How does she give you the money?

20 A. She pays -- she pays the bills and buys
21 food, pays some -- pays for my medicine. So that's how
22 she contributes or shares.

23 1029 Q. You've got on your sworn financial
24 statement for 58 Harvest Moon that on valuation date you
25 have \$800,000 and today you've got 1.5 million. How did

1 you determine that figure? You've got it on your thing.
2 Did you get an appraisal done?

3 A. No.

4 MS. OSADET: Okay. You know what, Mr. Pomer?

5 THE DEPONENT: What's --

6 MS. OSADET: No. No. No, Mr. Ferrante. You're
7 back to the out of date financial statement so we're
8 ending this now. This day is over, okay? Thank you. Mr.
9 Ferrante you can sign off.

10 MR. POMER: You can sign off Mr. Ferrante and
11 thank you so much.

12 THE DEPONENT: No problem.

13 MR. POMER: Counsel, it's understood on the
14 record we'll agree upon a mutually agreeable date and
15 Mr. Ferrante will come back and enjoy more pleasure from
16 both parties.

17 THE DEPONENT: We will.

18 MS. OSADET: But you know what, Mr. Pomer? If
19 you don't have your questions more concise and actually
20 worked out then I'm not going to allow it because you
21 repeated yourself a lot and it was really a waste of
22 time. We could have done this in half the time. So
23 please make it more concise next time and we will agree
24 to a date. That is no problem.

25 MR. POMER: Thank you. Subject to my

December 15, 2022

RINO FERRANTE - 267

1 undertakings there's no further questions.

2 --whereupon the proceedings adjourned at 4:02

3 p.m.

4

5

6

7 I HEREBY CERTIFY THE FOREGOING

8 to be a true and accurate

9 transcription of my shorthand notes

10 to the best of my skill and ability.

11

12

13

14

15 KELLY SOMERS, COURT REPORTER

16 Computer-Aided Transcription

17

18 Reproductions of this transcript are in direct
19 violation of O.R. 587/91 Administration of Justice Act
20 January 1, 1990 and are not certified without the
21 original signature of the Court Reporter

22

23

24

25

Superior Court of Justice

(Name of Court)

7755 Hurontario Street, Brampton, ON L6W 4T1

(Court office address)

Form 14A: Affidavit (General)
dated April 20, 2022**Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
33 Country Stroll Cres.
Bolton, ON L7E 2H3

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia
4000 Steeles Avenue West
Woodbridge, ON L4L 4V9

dmp@pomerandboccia.com

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
Barrister & Solicitor
Richmond Law Chambers
Suite 414, 100 Richmond St. West
Toronto, ON M5H 3K6
Tel: 416-251-5900

margaret@osadetlaw.com

My name is

(Full legal name)

Rino Ferrante**I live in**

(municipality and province)

Bolton, Province of Ontario**and I swear/affirm that the following is true:**

1. I am writing this affidavit in response to three separate requests for information, served upon me by the applicant, since she commenced this litigation.

First Request for Information (Form 20) – dated February 26, 2022.

2. This Form 20 had 29 items, and I am responding to those items in the same order:
 - a. Item #1: I am advised by my lawyer, this is vague and cannot be answered as it subsumes all the evidence of the case and makes the remainder of the items repetitive.
 - b. Item #2: This will be proved by the exchange of emails between myself and the applicant, or via oral testimony.
 - c. Item #3: this item suggests that I had a lawyer prepare transfer documents. This step was not taken because we could not arrange a discharge of the mortgage with the applicant's name, in

dated April 20, 2022

March/April 2021. At that time the applicant began her campaign of seeking more and more money from me to satisfy the agreement we had on October 4, 2019 (the “Separation Agreement”).

- d. Item #4: I am not sure what the applicant is asking for in this item. I have no knowledge of an “executed renewal of mortgage extension”. **The applicant is still on the mortgage and can obtain any document about the mortgage, so I respectfully request the applicant to obtain this item.**
- e. Item #5: I do not understand this item and request clarification.
- f. Item #6: The mortgage commitment was not done by the mortgage broker, Jason Tetreault (email: jtetreault@efforttrust.com) for 2022. I was advised by Jason Tetreault, that the preparation of a mortgage commitment costs money and he was not prepared to do one without a guarantee that the mortgage would in fact be renewed. In 2021, Jason Tetreault of Home Effort Trust lost money preparing the mortgage commitment without closing the deal. The applicant is entitled to access all copies of the documents held by Effort Trust and I will sign any consent prepared by the applicant’s lawyer permitting the applicant to obtain copies of those records.
- g. Item #7: I repeat and reply on my intention to sign a consent prepared by the applicant’s lawyer permitting the applicant to obtain copies of any records held by Effort Trust, although I believe the applicant can obtain those records without my consent; despite this my consent **IS available.**
- h. Item #8: see #7 above.
- i. Item #9: I will make a review of my email account for any correspondence. I believe that Jason Tetreault has that information, and the applicant has my consent to obtain those records.
- j. Item #10: The applicant was represented by a lawyer during the negotiations leading up to the signing of the separation agreement dated October 4, 2019. We relied upon the value of the house, based on the value of the home as appraised by the mortgage broker six months earlier.
- k. Item #11: Please see my answer for Item #10 as this is a request for the same thing.

dated April 20, 2022

1. Item #12: Please see my answer for Item #10 as this is a request for the same thing. Also, I repeat and rely on my answer to Item #9 above.
- m. Item #13: I repeat and rely on my answer to Item #9 above.
- n. Item #14: The applicant receives all money for child support via e-transfer and has proof of those payments in her own email account. I will however, go through my own email accounts and find any records of e-transfers to the applicant.
- o. Item #15: I will consent to the applicant seeking an appraisal of 58 Harvest Moon Drive, Bolton,
ON
- p. Item #16: I have provided evidence of the money paid by Mary Ann D'Alberto, to buy out the second mortgage.
- q. Item #17: I will provide copies of the e-transfers confirmed by email.
- r. Item #18: please review my response to item #9.
- s. Item #19: I believe the applicant is asking for copies of my bank statements, for September 2019 and October 2019 and I will provide copies of those bank statements.
- t. Item #20: I am advised this is not relevant to any of the matters in issue.
- u. Item #21: I do not have the applicant's gold, or her social insurance number card. I am in possession of Luca's birth certificate, baptismal certificate, passport, and vaccination certificates
- v. Item #22: I have already provided this information to the applicant.
- w. Item #23: there were no real estate lawyers engaged in 2021 because the renewal documents were not signed by the applicant, who was demanding a sum of money to be paid to her above and beyond the \$20,000 owed under the Separation Agreement.
- x. Item #24: The Property was not listed for sale.
- y. Item #25: The applicant removed all the personal property from the Property before she moved out.

dated April 20, 2022

- z. Item #26: The applicant did not take any liabilities except what was set out in the Separation Agreement.
- aa. Item #27: The applicant has not fulfilled her obligations under the Separation Agreement and therefore she has not received the payment of the second installment of \$20,000.
- bb. Item #28: The applicant has access to all joint bank account records, and I will sign any consents prepared by her to obtain any records of any jointly held accounts.
- cc. Item #29: The applicant has evidence of her own actions and I do not have evidence of the applicant's actions.

3. I make this affidavit in response to a request for information and for no other or improper purpose.

Put a line through any blank space on this page.

Sworn/Affirmed before me at:

Via O.Reg 431/20
(municipality)
in Province of Ontario
(province, state or country)
on April 20, 2022
(date) 

Margaret Osadet, LSO #61286H


Rino ferrante (Apr 25, 2022 08:58 EDT)

Rino Ferrante

Form 14A - Affidavit re Form 20 RESP Rino Ferrante 25 April 2022

Final Audit Report

2022-04-25

Created:	2022-04-25
By:	Margaret Osadet (osadet@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFnsFOuaZe3TcM-euisnT5JyZaGT9zhuu

"Form 14A - Affidavit re Form 20 RESP Rino Ferrante 25 April 2022" History

- ① Document created by Margaret Osadet (osadet@gmail.com)
2022-04-25 - 12:37:14 PM GMT- IP address: 99.233.49.43
- ② Document emailed to Rino ferrante (rferrante@rogers.com) for signature
2022-04-25 - 12:38:06 PM GMT
- ③ Email viewed by Rino ferrante (rferrante@rogers.com)
2022-04-25 - 12:56:25 PM GMT- IP address: 104.28.133.31
- ④ Document e-signed by Rino ferrante (rferrante@rogers.com)
Signature Date: 2022-04-25 - 12:58:15 PM GMT - Time Source: server- IP address: 99.249.13.35
- ⑤ Document emailed to Margaret Osadet (margaret@osadetlaw.com) for signature
2022-04-25 - 12:58:16 PM GMT
- ⑥ Email viewed by Margaret Osadet (margaret@osadetlaw.com)
2022-04-25 - 1:19:40 PM GMT- IP address: 99.233.49.43
- ⑦ Document e-signed by Margaret Osadet (margaret@osadetlaw.com)
Signature Date: 2022-04-25 - 1:19:50 PM GMT - Time Source: server- IP address: 99.233.49.43
- ⑧ Agreement completed.
2022-04-25 - 1:19:50 PM GMT



Adobe Acrobat Sign

Superior Court of Justice

(Name of Court)

at 7755 Hurontario Street, Brampton, ON L6W 4T1

(Court office address)

Form 14A: Affidavit (General)dated February 18, 2022**Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
33 Country Stroll Cres.
Bolton, ON L7E 2H3

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia
4000 Steeles Avenue West
Woodbridge, ON L4L 4V9

dmp@pomerandboccia.com

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
Barrister & Solicitor
Richmond Law Chambers
Suite 414, 100 Richmond St. West
Toronto, ON M5H 3K6
Tel: 416-251-5900

margaret@osadetlaw.com

My name is*(Full legal name)***Rino Ferrante****I live in***(municipality and province)***Bolton, Province of Ontario****and I affirm that the following is true:**

1. I am the respondent and as such I have knowledge of the matters herein deposed. Where my knowledge is based on information and belief, I affirm my belief in the truth of that information, and I have identified the source of that information.

Urgency

2. I am asking the Court for an Urgent motion date because my home, located at 58 Harvest Moon Drive, Bolton, ON L7E 2L2 (the "Property"), requires a renewal of the mortgage on March 1, 2022.
3. If the mortgage is not renewed, or paid off in full, the mortgage company is going to foreclose on the Property.
4. I know the mortgagees' intention is to go into a default proceeding if we have not successfully renewed or paid off the current mortgage.

dated February 18, 2022

5. The mortgage renewal is taking place during a period that commences after March 1, 2022, and will last for a few weeks.

Separation agreement

6. The applicant and I decided to permanently separate on September 1, 2019.
7. We did in fact separate and over the next month, we negotiated a permanent separation agreement.
8. During that period, the applicant was represented by counsel, on a limited retainer basis.

Attached and marked Exhibit A is a true copy of the correspondence I had from the applicant's lawyer about the applicant's offer to settle our financial matters.

9. I had direct communication with the lawyer for the applicant during the period of time that we were negotiating the separation agreement.
10. I was not represented by counsel.

11. I made a final offer that was ultimately signed by the Applicant and myself on October 4, 2019.

Attached and marked Exhibit B is a true copy of the Separation Agreement dated Oct 4 2019

12. The Applicant and I acted on the Separation Agreement.
13. The value of the house at the date of Separation Agreement was \$800,000.
14. The outstanding balance on the mortgage was \$720,000.00
15. There was a second mortgage in the amount of \$70,000.
16. By my calculation there was no equity in the Property, but we agreed to settle our financial situation by only considering the first mortgage.

Renewal of the mortgage

17. At the date of separation, the Applicant and I had two mortgages on the Property.
18. The first mortgage was with Effort Trust Mortgage.

Attached and marked Exhibit C is a true copy of the mortgage offer in March 2019.

19. The mortgage obtained in March 2019 for a term of two years.
20. We obtained a second mortgage in May 2019.

dated February 18, 2022

Attached and marked Exhibit D is a true copy of the mortgage offer in May 2019.

21. Five months later the Applicant indicated that she did not want to continue in the marriage.
22. When we tried to renew the mortgage, we were advised that the penalty for renewing the mortgage so early in the term was going to be upward of \$50,000.
23. The applicant and I agreed that the penalty must be equally shared by us both.
24. The applicant did not want to incur the penalty because it would substantially reduce the value of her share of the existing equity at the time of the separation.

The arrangements regarding the children and child support

Children of the Marriage

25. The children of the marriage are:
 - a. Matteo Ferrante, born May 27, 2002, and,
 - b. Luca Ferrante, born October 22, 2005.

Parenting Time

26. The Separation Agreement was silent with respect to decision-making-responsibility and parenting time.
27. The Separation Agreement did say that Matteo would live with the applicant and Luca would live with me.
28. Luca ultimately decided to move into the Applicant's home to be closer to his brother.
29. The Applicant has made assertions that Luca was kicked out of my home, but that is not true.
30. I suggested that Luca stay in the same place as his brother because it made more sense for the brothers to be together.
31. Luca, Matteo, and I see each other on a regular basis.
32. Child support was agreed upon by the Applicant and I in an amount that was less than the table amount.
33. We agreed to a child support amount that was less than the table amount, because I was paying off the second mortgage, on the Property, and, the second mortgage was not considered in the equity of the Property.

dated February 18, 2022

34. Had we considered the second mortgage as part of the financial picture, the Applicant would not have received any payment toward her equity in the Property, because there would be no equity in the Property.

First opportunity to renew the mortgage

35. When March 2021 arrived, it was time to renew the mortgage.

36. I obtained approval for a mortgage.

Attached and marked Exhibit E is a true copy of the mortgage offer obtained in 2021.

37. The mortgage offer included my new partner, Mary Ann D'Alberto ("Mary Ann")

38. The Applicant refused to renew the mortgage.

39. The mortgage was moved into an open category for the term of one year.

40. At the time, the Applicant sought payment of \$20,000 from me before agreeing to sign the mortgage.

41. To obtain the mortgage offer, Mary Ann paid off the second mortgage completely.

Attached and marked Exhibit F is a true copy of the receipt for the payout of the second mortgage

42. In the circumstances, I was not prepared to pay more money to the Applicant.

43. The Applicant was aware that the value of the property had increased because Mary Ann and I were obtaining a mortgage of \$880,000.

44. Unfortunately, nothing was done to solve the difference between us.

45. When the beginning of 2022 arrived, the Applicant demanded a payment of \$200,000.

Attached and marked Exhibit G is a true copy of the "Partial Separation Agreement" sent to me by the Applicant.

46. When I did not agree to pay the \$200,000, the Applicant brought an application for partition and sale of the Property.

Consequences of not renewing the mortgage

47. If the mortgage is not renewed then the Property will go into default.

48. The Property will be sold under power of sale.

49. I have been trying to get a private loan to pay out the mortgage to avoid losing the Property.

50. I have not been successful yet.

dated February 18, 2022

51. Mary Ann and I are also seeking financing for a traditional mortgage, but the Applicant is refusing to refinance in any event.
52. The Separation Agreement requires the Applicant to sign off on the Mortgage when the time came for Renewal in March 2021.
53. The Applicant has held me hostage by refusing to renew the Mortgage or take her name off title to the Property.

Order sought from the Court

54. I am asking the Court to let me renew the mortgage without the consent of the Applicant.
55. The Applicant's claim is for money, or the sale of the Property.
56. Since October 2019, I have been solely responsible for the payment of the mortgage on the Property.
57. The Applicant has been able to live debt-free, at her own choice.
58. The Applicant does not want to take possession of the Property, she is only seeking payment of monies from the now increased equity.
59. But for the penalty of renewing the 2019 mortgage, the Applicant would have signed off on the mortgage soon after the separation date of September 1, 2019.
60. I agreed, in good faith, to keep the Applicant on the mortgage to avoid the penalty of renewing the 2019 mortgage.
61. I was prepared to pay my share of the penalty but the Applicant did not want to pay her share of the penalty.
62. Since I helped the Applicant avoid the penalty, I have now been held hostage, and face losing my home.
63. I am asking the Court to assist allowing me to renew the mortgage without the Applicant's consent.
64. I am happy to litigate the Applicant's claim for an increased payment of money, and allow the Court to decide whether or not the Applicant is entitled to the money she claims.
65. I do not agree the Applicant has any right to seek a partition and sale of the Property because she agreed to be paid for her share of the existing equity, at the time of the separation, which equity would have been zero, but for me agreeing to pay the second mortgage.

dated February 18, 2022

66. Now, after acting in good faith, I am at risk of losing my home, because I did not agree to the Applicant's demands.

67. I make this affidavit in support of my motion and for no other or improper purpose.

Affirmed before me at:

O.Reg 431/20

(municipality)

in _____ Province of Ontario

(province, state or country)

on February 18, 2022

(date)

Rino Ferrante (Feb 18, 2022 14:33 EST)

Rino Ferrante

Margaret Osadet, LSO #61286H

Fwd: House settlement

Rino <rferrante@rogers.com>

Wed 2/2/2022 4:28 PM

To: Margaret Osadet <margaret@osadetlaw.com>

Sent from my iPhone

Begin forwarded message:

From: Serafina Ferrante <serafinaferrante@gmail.com>

Date: February 1, 2022 at 12:46:10 PM EST

To: rferrante@rogers.com

Cc: david.pomer@pomerandboccia.com

Subject: Re: House settlement

Please be advised I will not be renewing the mortgage and the house can go if power of sale

Serafina Ferrante

Sent from my iPhone

On Feb 1, 2022, at 11:23 AM, Serafina Ferrante <serafinaferrante@gmail.com> wrote:

Rino Ferrante,

Please find attached as discussed to settle the house

Serafina Ferrante

Sent from my iPhone

THIS IS EXHIBIT A TO THE
AFFIDAVIT
OF RINO FERRANTE
AFFIRMED BEFORE ME
ON FEBRUARY 18, 2022
VIA O.REG 431/20

A handwritten signature in black ink, appearing to read "MOSADET". It is enclosed in a simple oval shape.

MARGARET OSADET, LSO #61286H

Fwd: Agreement proposal

Rino <rferrante@rogers.com>

Wed 2/2/2022 4:34 PM

To: Margaret Osadet <margaret@osadetlaw.com>

Sent from my iPhone

Begin forwarded message:

From: Rino <rferrante@rogers.com>
Date: October 4, 2019 at 9:19:35 PM EDT
To: "crstna67@live.com" <crstna67@live.com>
Subject: Re: Agreement proposal

Sent from my iPhone

On Sep 30, 2019, at 11:45 AM, Rino <rferrante@rogers.com> wrote:

In response to your email.

Please find my final offer.

1. \$20,000 when we sign the agreement and \$20,000 when we remove Serafina from the mortgage. The renewal of the mortgage is March 2021. The second mortgage will be cleared before March 2020.
2. No spousal support at all. Non negotiable.
3. Luca will reside with Rino and Matteo will reside with Serafina. The expenses and benefits for the kids will be split 50/50. The child tax benefit will also be split 50/50.
4. Serafina will have benefits from Rino's benefit plan for 6 months from the date of separation.
5. Deduction of the \$2500 from the visa is owed plus any accrued interest.

6. Life insurance is to remain paid in both names until the transfer of the home.
7. Serafina will sell the jeep or remove Rino from the lease once the mortgage is settled.
8. Once the agreement is signed Rino can do whatever he wishes with the house. The only thing owed to Serafina is the \$40,000 or balance of the amount owed.
9. If Rino pays the mortgage, there will be a daily amount of \$168 until Serafina moves out of the house. Starting October 1st.
10. The furniture will be split.

Please respond as soon as possible.

Rino Ferrante

From: "Georgia Hadjipavlou"
<georgia@woodgold.ca>
Date: September 27, 2019 at 4:54:24 PM EDT
To: "Rino" <rferrante@rogers.com>
Subject: Agreement proposal

Mr. Ferrante,

Further to our telephone discussion yesterday, and your offer below, my client's position is the following:
:

1. You will buy her out of the Matrimonial Home for \$50,000.00. The payment will be made in 2 instalment the first of \$25,000.00 upon the signing of the agreement and the second upon the transfer of property and mortgage in August 2020. You will be solely financially responsible for the transfer of the home and the mortgage documents. However you will have until February 2020 to take on the mortgage with Indigoblue, and you will have until August 2020 to transfer the home and the mortgage with Effort Trust.

You will assume all the house debts including money owed to your sister. Your sister will return all the jewellery which includes: 1. Serafina's engagement ring, 2. her Pandora bracelet complete with the full set of charms, 3. Serafina sister's diamond earrings, 4. her wedding band, and 5. Pandora ring, to my client immediately.

You will pay for the mortgage and carrying costs for the month of September 2019.

Serafina will leave with the children after the signing of the agreement.

2. This was a long marriage. Serafina is entitled to spousal support. Because of the small amount she will receive from the home she will not waive future spousal support. You will maintain Serafina on your health benefits.
3. You will have joint custody of the children which means you will share decision making. As you have a restraining order, you will have to communicate with Serafina through a 3rd party, friend or relative. In the future you will only communicate with Serafina through SMS or email.
4. The children will primarily reside with my client and secondarily with you. You will share the holidays equally: you will rotate the long weekends, and have one week each at Christmas and one month each in the summer. However, the children will reside during the school week with their mother. You will parent the children on alternate weekends and Wednesday evenings unless it is a holiday.

5. You will pay child support according to the *Federal Child Support Guidelines*. Based on your Notice of Assessment for 2018, the amount of child support for 2 children is \$1,731.00 per month. The law says that child support is the right of the children. It is non-negotiable. Child support will end for a child when he turns 18 unless he is in school, in which case it will end when he gets his first college or university degree. If a child goes away for school, you will not pay child support to Serafina for the months the child is away but only contribute towards his expenses directly. You will also maintain life insurance for as long as you have support obligations.

Serafina and you will encounter difficulties with the court if you try to get a divorce before child support arrangements are firmly in place.

6. You will share the children's extra-curricular activities, emergency medical and dental expenses, and post-secondary education on 65%-35% basis with Serafina, which is proportionate to your respective incomes. You will maintain the children on your health care benefits.
7. My client will draw up a list of the items she will take from the house, including the children's belongings and furniture.
8. My client will remove your name from her car or finance another car in August 2020.
9. You will keep your car, trailer, and any other interest in property you have.
10. Serafina will pay for the visa debt of \$2,500.00. You will pay for the rest of the debt including the line of credit.

11. Either of you can proceed to a divorce after having lived separate and apart for a year. You will share the cost equally.

12. If you agree to the above in writing, then we will draft a separation agreement which will reflect these terms. Serafina will be responsible for the fees to draft the agreement. You will get Independent legal advice before executing, which means that before signing the agreement, you will have the opportunity to review the agreement independently, with a lawyer of your choice.

In the event that we cannot come to an agreement, the house must be listed for sale by October 4, 2019 and sold for fair market value. As the house has substantial liabilities, it is not feasible for one person to buy and maintain this house.

If you do not sign a listing agreement and drag this matter further, then we will have no choice but to ask the court to force the sale of the house . If we go to court, we will be seeking costs against you and will ask that you contribute to all the carrying costs of the home (mortgage, utilities etc.) until it is sold.

We trust that the above offer is fair and reasonable. However, we urge you to get legal advice to understand your rights and obligations.

Georgia Hadjipavlou

Associate, Mississauga

Wood Gold LLP | www.woodgold.ca

Brampton | 21 Queen St. E., Suite 300, Brampton, ON, L6W 3P1 | t: 905-451-4646 | f: 905-451-4650

Mississauga | 121 Lakeshore Road East, Suite 205, Mississauga, ON, L5G 1E5 | t: 905-274-2110| f: 905-271-2110

Toronto | 100 King Street West, Suite 5700, Toronto, ON, M5X 1C7 | t: 416-549-8092| f: 416-915-3177

Note: Service accepted only at Brampton and Mississauga offices.

Confidentiality: The information in this email is intended for the person to which it is addressed and may contain confidential and/or privileged information. If you have received this electronic transmission in error, please notify the sender immediately and delete this transmission, including attachments, without copying, printing, distributing or disclosing same.

From: Rino [<mailto:r ferrante@rogers.com>]
Sent: September 27, 2019 8:23 AM
To: georgia@woodgold.ca
Subject: Fwd: email

Sent from my iPhone

Begin forwarded message:

From: Mary Ann
<maltia13@yahoo.ca>
Date: September 27, 2019 at 8:07:01 AM EDT

To: "rferrante@rogers.com"

<rferrante@rogers.com>

Subject: email

Here's the email for you to send the lawyer.

Below is a conditional offer based on the
fee's to terminate the mortgage.

- Payment of \$30,000 Cash

- Deduction of \$2,500 (for the cash
advance taken in the month of September)

- No Spousal Support at any time now or in
the near future

- Joint custody of the children - they will
spend time with both parents on a weekly
basis

- Child Support - Either \$800 (\$400 to
Serafina, \$200 to Matteo, \$200 to Luca) or
based on the government calculation
whichever amount is less.

- Serafina vehicle - currently is joint with
Rino - the line of credit will remain in
Serafina's name until she pays off the

vehicle or purchases a new vehicle without
Rino on the lease

- Furniture - a list is to be provided by
Serafina prior to anything leaving the home

If there is a fee to terminate the mortgage,
it will be split with Serafina & Rino prior to
any transferring of the deed.

Rino Ferrante

THIS IS EXHIBIT B TO THE
AFFIDAVIT
OF RINO FERRANTE
AFFIRMED BEFORE ME
ON FEBRUARY 18, 2022
VIA O.REG 431/20

A handwritten signature in black ink, appearing to read "MOSADET". It is enclosed in a simple oval border.

MARGARET OSADET, LSO #61286H

ONTARIO

Superior Court of Justice
 at 7755 Hurontario Street, Brampton ON L6W 4T1

(Name of court)

Court office address

Court File Number
 FS-22-00102481-000

Form 14A: Affidavit (general)
 dated June 19, 2023

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

My name is (full legal name) Lisa Corlevic

I live in (municipality & province) the City of Vaughan, Regional Municipality of York, Province of Ontario

and I swear/affirm that the following is true:

Set out the statements of fact in consecutively numbered paragraphs. Where possible, each numbered paragraph should consist of one complete sentence and be limited to a particular statement of fact. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

1. I am a senior legal assistant for the Applicant's lawyers and as such have knowledge of the matters hereinafter deposed, except where stated to be on information, in which case, I believe such information to be true.
2. The parties appeared with their solicitors for a settlement conference before the Honourable Justice McSweeney on May 29, 2023. Attached hereto as **Exhibit "A"** is a copy of the court Endorsement.
3. Our office prepared the Temporary Order, as attached hereto as **Exhibit "B"** in accordance with the Endorsement.
4. Our office sent the draft Order to Ms. Osadet, the lawyer for the Respondent, by email on June 1, 2023, asking for her approval as to form and content. Attached hereto as **Exhibit "C"** is a copy of the email and my Affidavit of Service.

5. The lawyer for the Respondent has not approved nor disputed the Order within 10 days of receiving the draft Order and pursuant to Rule 25(8) of the *Family Law Rules*, I am making this Affidavit for the purpose of having the Order signed without approval.

6. I make this Affidavit for no improper purpose.

Sworn/Affirmed before me at
the City of Vaughan, in the Regional Municipality of York

municipality

in the Province of Ontario

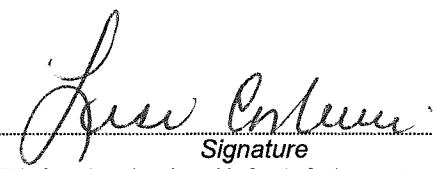
province, state or country

on June 19, 2023

Date



*Commissioner for taking affidavits (Type or print name
below if signature is illegible.)*

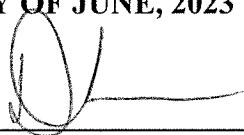


Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)

DAVID MICHAEL POMER
Barrister & Solicitor

THIS IS EXHIBIT “A”
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 19th DAY OF JUNE, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

Date May 29, 2023	Applicant(s): FERRANTE, Serafina	<input checked="" type="checkbox"/> Present
Counsel: email:	POMER, David M. david.pomer@pomerandboccia.com	<input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty counsel
JUSTICE MCSWEENEY	Respondent(s): FERRANTE, Rino	<input checked="" type="checkbox"/> Present
<input checked="" type="checkbox"/> In person	Counsel: OSADET, Margaret	<input checked="" type="checkbox"/> Present
<input type="checkbox"/> Videoconference	email: margaret@osadetlaw.com	<input type="checkbox"/> Duty counsel
<input type="checkbox"/> Audioconference	Respondent(s):	<input type="checkbox"/> Present
<input type="checkbox"/> In writing	Counsel:	<input type="checkbox"/> Present
	email:	<input type="checkbox"/> Duty counsel

- [1] Settlement Conference scheduled for May 25, 2023. Parties attended court in person with counsel.
- [2] At the outset Applicant counsel advising court that in his view the Settlement Conference could not meaningfully proceed due to lack of financial disclosure by Respondent.
- [3] Respondent counsel conceding her client had not produced an updated financial statement; nor was his original financial statement before the court.

Updated child support amount:

- [4] Court was advised that despite receipt of Justice Daley's order for child support to be paid in an interim amount of more than \$900 effective December 2022, the Respondent has paid a monthly amount of much less to the Applicant. His explanation was that FRO has not yet contacted him re: enforcement of the Daley J. order.
- [5] Respondent counsel spoke with her client and then confirmed to the Court that he now understood his obligation to pay the support amount ordered, even if FRO has yet to take enforcement steps.

- [6] Parties agreed that Respondent's applicable income for child support purposes has increased since the Daley J. order.
- [7] Parties agreed to a further consent interim child support order on an interim without prejudice basis, to provide as follows: Commencing January 1, 2023, the support ordered by Justice Daley shall increase to \$1,146.00.
- [8] Support Deduction Order to issue.
- [9] Note: the parties requested that their interim order direct how Respondent will pay arrears owing under the Daley J order. I decline to do so, as the Family Responsibility Office will credit him with payments already made, and will enforce collection of outstanding amounts per its process.
- [10] Applicant counsel to take out the order. He is to provide draft consent order incorporating the above to Respondent counsel. Respondent counsel confirmed to the Court that she will respond within no more than seven (7) business days with respect to form/content approval.

Financial disclosure outstanding from Respondent:

- [11] Respondent counsel acknowledged her client's financial disclosure is incomplete. Respondent shall serve and file his complete financial disclosure and certificate confirming same, including all documents responsive to his undertakings from questioning, updated sworn financial statement with documents to support values on disputed items listed therein, and his Net Family Property statement, no later than 4pm on July 31, 2023.

Mortgage renewal documents:

- [12] Applicant advised that the Respondent had not complied with the order made by Justice Stribopoulos at the Respondent's urgent motion heard January 3, 2023.
- [13] In granting the Respondent authority to enter a mortgage agreement for the matrimonial home without the consent of the Applicant, Justice Stribopoulos imposed specific obligations on the Respondent, including: that the funds obtained shall only be used to discharge the Effort Trust Company mortgage and any associated legal fees; that the amount of any financing shall not exceed that amount; and that the new mortgage funds must be paid directly to the lawyer or the lawyers handling the mortgage transactions, and not to the Respondent.
- [14] He further ordered the Respondent to "disclose to the Applicant, Serafina Ferrante, within 14 days of entering a new mortgage agreement, a copy of any mortgage agreement entered, and a copy of any reporting letters provided by the lawyer or lawyers who handle the mortgage transactions, including a full accounting of any mortgage proceeds received and how they were disbursed. Regarding the mortgage commitment and terms thereof entered into subsequent to that attendance. These materials to be disclosed in full within 7 days." [emphasis added]
- [15] Respondent counsel submitted at the conference that the Applicant had received the mortgage disclosure ordered, then corrected herself after looking at her records, at which time she attempted to send the information that she had to Applicant counsel.
- [16] I am not satisfied that the Respondent has complied with the Stribopoulos J. order. As a result of his non-disclosure, the Applicant is not able to verify

what funds were procured jointly in her name by the Respondent, on what terms, and to whom the funds were paid.

- [17] The Respondent is directed to provide the disclosure ordered by Stribopoulos J., to the Applicant, in full, no later than 4pm on June 2, 2023.
- [18] The orders made at paragraphs 11 and 17 give further timelines for the Respondent to remedy his non-compliance with the Stribopoulos order, with his obligations under the FLR's and with his undertakings arising from questioning.
- [19] Should the Respondent fail to make his disclosure by the dates I have ordered, the Applicant has leave to bring a motion to strike his pleadings and proceed to an uncontested trial.

Next steps:

- [20] At present, post-separation arrears of child support, and entitlement to share in value of jointly owned matrimonial home are central issues between the parties.
- [21] Respondent's position on these key issues is based on the parties' Separation Agreement of October 2019.
- [22] Applicant disputes the applicability of the Separation Agreement on the basis that she signed it under duress.
- [23] This issue in my view they will require a trial. Evidence in chief by way of affidavit, followed by cross-examination at trial, should in my view enable this matter to be heard and resolved within the timeframe of a "week of" trial of four days or less.

- [24] TMC set for Nov 30, 2023, at 2:15 pm. Confirmation forms required, and full compliance with rules and practice direction of the SCJ and Central West Region. Detailed TSE forms are also required from each party.
- [25] No other motions prior to TMC without leave of the court obtained in advance.

Costs:

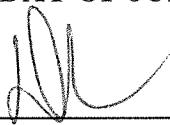
- [26] Applicant seeks \$5,000 in costs for an unproductive conference.
- [27] Rule 17(18) permits a court to award costs at a conference where a party was not prepared, did not serve required documents, did not make any required disclosure, or otherwise contributed to the conference being unproductive.
- [28] In my view, the Respondent's failure to make the financial mortgage disclosure ordered precluded a productive settlement conference taking place. Such materials as he did provide were late served and did not include the required updated sworn financial statement.
- [29] I note also, under the category of a party "otherwise" contributing to the conference being unproductive, that the Respondent's behaviour in court, including laughing and talking during Applicant's submissions, was so disruptive that the court directed a recess during the conference to give him time to collect himself.
- [30] Pursuant to rule 17(18) I consider an award of costs appropriate for the reasons referenced. Per Rule 17(18) (a), the costs ordered must be paid immediately.

- [31] Although Applicant counsel did not provide the court with a cost outline, I am satisfied, based on his settlement conference brief and the time taken for the attendance in court, that the Applicant incurred costs in excess of the amount I am ordering.
- [32] Respondent is ordered to pay costs of this conference to the Applicant in the amount of \$1,000, and to do so by June 6, 2023.
- [33] So ordered.



Justice McSweeney

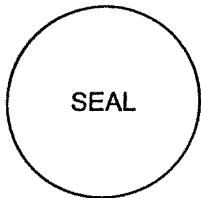
THIS IS EXHIBIT “*B*”
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 19th DAY OF JUNE, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

ONTARIO



Superior Court of Justice
 (Name of court)
at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
FS-22-00102481-000

Form 25: Order (general)
 Temporary **Final**

Applicant(s)

Justice McSweeney
 Judge (print or type name)
May 29, 2023
 Date of order

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).	Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).
Serafina Ferrante 33 Country Stroll Crescent Bolton, ON L7E 2H3 Tel: (647) 615-4370 serafinaferrante@gmail.com	David Pomer Pomer & Boccia Professional Corporation 212 - 4000 Steeles Ave. W. Woodbridge, ON L4L 4V9 Tel: (416) 213-7450 ext. 2301 Fax: (905) 850-8086 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).	Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).
Rino Ferrante 58 Harvest Moon Drive Bolton, ON L7E 2L2 Tel: (647) 992-6874 rferrante@rogers.com	Margaret Osadet 100 Richmond Street West Suite 414 Toronto, ON M5H 3K6 Tel: (416) 251-5900 margaret@osadetlaw.com

This order is made pursuant to provincial legislation only.

The court heard a settlement conference made by (*name of person or persons*)

the Applicant, Serafina Ferrante and the Respondent, Rino Ferrante

The following persons were in court (*names of parties and lawyers in court*)

the Applicant, Serafina Ferrante and her solicitor, David Pomer

the Respondent, Rino Ferrante and his solicitor, Margaret Osadet

The court received evidence and heard submissions on behalf of (*name or names*)

the Applicant and the Respondent

PURSUANT TO THE DIVORCE ACT (CANADA), THIS COURT ORDERS THAT: (*if not applicable, cross out this line*)

PURSUANT TO THE CHILDREN'S LAW REFORM ACT, THIS COURT ORDERS THAT: (*if not applicable, cross out this line*)

PURSUANT TO THE FAMILY LAW ACT, THIS COURT ORDERS THAT: (*if not applicable, cross out this line*)

THIS COURT ORDERS THAT: (specify legislation, where applicable)

1. The parties agree to a further interim child support order on an interim without prejudice basis, and commencing January 1, 2023, the support ordered by Justice Daley shall increase to \$1,146.00 per month.
2. The Respondent shall serve and file his complete financial disclosure and certificate confirming same, including all documents responsive to his undertakings from questioning, updated sworn financial statement with documents to support values on disputed items listed therein and his Net Family Property statement, no later than 4 p.m. on July 31, 2023.
3. The Respondent shall provide the disclosure ordered by Justice Stribopoulos to the Applicant in full, no later than 4 p.m. on June 2, 2023.
4. Should the Respondent fail to make disclosure by the dates ordered, the Applicant has leave to bring a motion to strike the Respondent's pleadings and proceed to an uncontested trial.
5. At present, post-separation arrears of child support and entitlement to share in value of jointly owned matrimonial home are central issues between the parties. Respondent's position on these key issues is based on the parties' Separation Agreement of October, 2019. Applicant disputes the applicability of the Separation Agreement on the basis that she signed it under duress. This issue in my view will require a trial. Evidence in chief by way of affidavit, followed by cross-examination at trial, should in my view enable this matter to be heard and resolved within the timeframe of a "week of" trial of four days or less.
6. Trial Management Conference is set for November 30, 2023 at 2:15 p.m. Confirmation forms required and full compliance with rules and practice directions of the SCJ and Central West Region. Detailed Trial Scheduling Endorsements forms are also required from each party.
7. No other motions prior to the TMC without leave of the court obtained in advance.
8. The Respondent is ordered to pay costs of this conference to the Applicant in the amount of \$1,000.00. and to do so by June 6, 2023.
9. For as long as support is paid, the payor and recipient, if applicable, must provide updated income disclosure to the other party, within 30 days of the anniversary of this Order, in accordance with section 24.1 of the *Child Support Guidelines*.

10. Unless the support order is withdrawn from the office of the Director of the Family Responsibility Office, it shall be enforced by the Director and amounts owing under the order shall be paid to the Director, who shall pay them to the person to whom they are owed.

This Order bears interest at the rate of 6.0% from per annum on any payment(s) in default from the date of default.

Date of signature

Signature of judge or clerk of the court

Approved as to form and content

*, 2023**Date of signature**David Pomer, lawyer for the Applicant*

*, 2023**Date of signature**Margaret Osadet, lawyer for the Respondent*

THIS IS EXHIBIT "C"
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 19th DAY OF JUNE, 2023

A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 6B: Affidavit of Service
sworn/affirmed
June 1, 2023

Applicant(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Serafina Ferrante 33 Country Stroll Crescent Bolton, ON L7E 2H3 Tel: (647) 615-4370 serafinaferrante@gmail.com	David Pomer Pomer & Boccia Professional Corporation 212 - 4000 Steeles Ave. W. Woodbridge, ON L4L 4V9 Tel: (416) 213-7450 ext. 2301 Fax: (905) 850-8086 david.pomer@pomerandboccia.com

Respondent(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Rino Ferrante 58 Harvest Moon Drive Bolton, ON L7E 2L2 Tel: (647) 992-6874 rferrante@rogers.com	Margaret Osadet 100 Richmond Street West Suite 414 Toronto, ON M5H 3K6 Tel: (416) 251-5900 margaret@osadetlaw.com

My name is *(full legal name)* Lisa Corlevic

I live in *(municipality & province)* the City of Vaughan, in the Regional Municipality of York

and I swear/affirm that the following is true:

1. On *(date)* June 1, 2023 , at *(time)* 10:51 a.m. , I served *(name of person to be served)* the Respondent's lawyer

with the following document(s) in this case: *(List the documents served.)*

Name of document	Author <i>(if applicable)</i>	Date when document signed, issued, sworn, etc.
Draft Order	Justice McSweeney	May 29, 2023

NOTE: You can leave out any part of this form that is not applicable.

2. I served the document(s) mentioned in paragraph 1 by:

- special service. (Go to paragraph 3 below if you used special service.)
 mail. (Go to paragraph 4 if you used mailed service.)
 same day courier. (Go to paragraph 5 if you used courier.)
 next day courier. (Go to paragraph 5 if you used courier.)
 deposit at a document exchange. (Go to paragraph 6 if you used a document exchange.)
 an electronic document exchange. (Go to paragraph 7 if you used an electronic document exchange.)
 fax. (Go to paragraph 8 if you used fax.)
 email. (Go to paragraph 9 if you used email.)
 substituted service or advertisement. (Go to paragraph 10 if you used substituted service or advertisement.)

*Check one box only
and go to indicated
paragraph.*

9. The document(s) were served by email. Attached to this Affidavit is a copy of the email that the document was attached to. (Strike out paragraphs 3, 4, 5, 6, 7, 8, 10 and 13.)

11. My relationship to, or affiliation with, any party in this case is as follows:

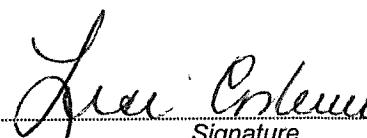
I am a legal assistant for the Applicant's lawyers

12. I am at least 18 years of age.

Sworn/Affirmed before me at
the City of Vaughan, in the Regional Municipality of York
municipality

in the Province of Ontario
province, state or country

on June 1, 2023
Date


Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)


Commissioner for taking affidavits (Type or print name
below if signature is illegible.)

DAVID MICHAEL POMER
Barrister & Solicitor

Lisa Corlevic

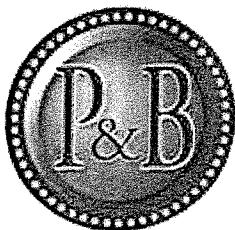
From: Lisa Corlevic
Sent: Thursday, June 1, 2023 10:51 AM
To: Margaret Osadet
Subject: Ferrante v. Ferrante
Attachments: DRAFT ORDER OF JUSTICE MCSWEENEY-FERRANTE-29-MAY-2023.pdf; ENDORSEMENT OF MCSWEENEY-FERRANTE-29-MAY-2023.pdf

Dear Ms. Osadet:

Attached please find draft Order for your review and approval as to form and content. I also attach a copy of the Endorsement for your reference.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

Superior Court of Justice

(Name of Court)

at 7755 Hurontario Street, Brampton, ON L6W 4T1

(Court office address)

Form 14A: Affidavit (General)
Dated February 23, 2022**Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
33 Country Stroll Cres.
Bolton, ON L7E 2H3

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia
4000 Steeles Avenue West
Woodbridge, ON L4L 4V9

dmp@pomerandboccia.com

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
Barrister & Solicitor
Richmond Law Chambers
Suite 414, 100 Richmond St. West
Toronto, ON M5H 3K6
Tel: 416-251-5900

margaret@osadetlaw.com

My name is

(Full legal name)

Rino Ferrante**I live in**

(municipality and province)

Bolton, Province of Ontario**and I affirm that the following is true:**

1. I am the respondent and as such I have knowledge of the matters herein deposed. Where my knowledge is based on information and belief, I affirm my belief in the truth of that information, and I have identified the source of that information.

Additional Information

2. I had my lawyer contact the mortgage company, to find out the consequences of not renewing the mortgage.
3. I have attached the email received by my lawyer from the mortgage company.

Attached and marked Exhibit A is a true copy of the correspondence between the Effort Trust Company, and my lawyer.

4. I make this supplementary affidavit in support of my urgent motion and for no other or improper purpose.

dated February 23, 2022

Affirmed before me at:

O.Reg 431/20
(municipality)
in Province of Ontario
(province, state or country)
on February 23, 2022
(date) 

Rino Ferrante (Feb 23, 2022 10:20 EST)

Rino Ferrante

Margaret Osadet, LSO #61286H

Sincerely,

Margaret Osadet
Barrister & Solicitor
Suite 414, 100 Richmond Street West
Toronto, ON M5H 3K6

Tel: 416-251-5900

David Pomer

From: Margaret Osadet <margaret@osadetlaw.com>
Sent: Friday, February 25, 2022 10:14 AM
To: SCJ Trial Office Brampton
Cc: David Pomer
Subject: Re: FS-22-00102481-00

Thank you so much.

I spoke with His Honour and the matter is endorsed to return on Monday February 28, 2022 at 9:30 a.m.

Mr. Pomer I will contact you separately.

Sincerely,

Margaret Osadet
Barrister & Solicitor
Suite 414, 100 Richmond Street West
Toronto, ON M5H 3K6

Tel: 416-251-5900

From: SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca>
Sent: Friday, February 25, 2022 10:09 AM
To: Margaret Osadet <margaret@osadetlaw.com>
Cc: 'David Pomer' <dpomer@pomerandboccia.com>
Subject: RE: FS-22-00102481-00

Hello Ms. Osadet,

My sincere condolences.

I have forwarded your email to Justice Barnes.

Thank you,

Rhionda Margetts

Assistant Trial Coordinator
Superior Court of Justice,
Brampton, Ontario

From: Margaret Osadet <margaret@osadetlaw.com>
Sent: February 25, 2022 10:04 AM
To: SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca>
Cc: David Pomer <dpomer@pomerandboccia.com>
Subject: FS-22-00102481-00
Importance: High

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning,
I was to appear before Justice Barnes this morning.

I ran late because I lost track of time due to my mother dying and the entire family being up all night long.

I went to sleep for a couple of hours at 5 a.m. , but I was not able to wake up before now.

Please provide this email to His Honour.

Sincerely,

Margaret Osadet
Barrister & Solicitor
Suite 414, 100 Richmond Street West
Toronto, ON M5H 3K6

Tel: 416-251-5900

From: Margaret Osadet <margaret@osadetlaw.com>
Sent: February 25, 2022 10:04 AM
To: SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca>
Cc: David Pomer <dpomer@pomerandboccia.com>
Subject: FS-22-00102481-00
Importance: High

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning,

I was to appear before Justice Barnes this morning.

I ran late because I lost track of time due to my mother dying and the entire family being up all night long.

I went to sleep for a couple of hours at 5 a.m. , but I was not able to wake up before now.

Please provide this email to His Honour.

Sincerely,

Margaret Osadet
Barrister & Solicitor
Suite 414, 100 Richmond Street West
Toronto, ON M5H 3K6

Tel: 416-251-5900

From: David Pomer <dpomer@pomerandboccia.com>
Sent: February 17, 2022 10:47 AM
To: SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca>; Margaret Osadet <margaret@osadetlaw.com>
Cc: Serafina Ferrante (serafinaferrante@gmail.com) <serafinaferrante@gmail.com>
Subject: RE: FS-22-00102481-0000 - FAMILY LAW

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Every one,

My friend is totally wrong, There are many issues for the case conference including but not limited to my friends' issue. They are as follows, child support, the validity of a piece of paper signed by my client,

The breach of the agreement by the Respondent.

The duress was client signed the piece of paper,

The aspect of no ILA for the Applicant.

The area of no financial disclosure provided by the Respondent at the time of signing the piece of paper.

I require a full one hour for the first case conference and thereafter, we need the time for a Long Motion as I also will be bring my own Motion.

This is notice to the Respondent's Solicitor and the court that I require a full one hour Case Conference on the Applicant's Position and that a Long Motion will be required thereafter the Case Conference .

In the event the Respondent's Solicitor asks for a Short Motion , I will use this email to go after costs personally against the Respondent's Solicitor.

The Applicant will not be short changed by the Respondent or his lawyer personally jumping the queue.

David M. Pomer, B.A., B.B.A., LL.B.
Barrister & Solicitor

THIS IS EXHIBIT A TO THE
AFFIDAVIT
OF RINO FERRANTE
AFFIRMED BEFORE ME
ON FEBRUARY 23, 2022
VIA O.REG 431/20

A handwritten signature in black ink, appearing to read "MOSADET". It is enclosed in a thin oval border.

MARGARET OSADET, LSO #61286H

RE: 58 Harvest Moon Drive, Bolton, ON

Jason Tetreault <JTetreault@efforttrust.com>

Tue 2/22/2022 4:21 PM

To: Margaret Osadet <margaret@osadetlaw.com>; Rino <rferrante@rogers.com>

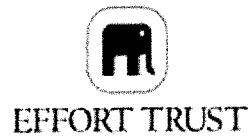
Cc: Fiona Docherty <lawoffice@osadetlaw.com>

Margaret, Thank you for the e-mail. Rino and I have had several conversations regarding this issue. My advise to Rino and the advise that I gave Serafina and her counsel in previous correspondence which I copied Rino has been simple and clear. The mortgage must be renewed into OPEN or CLOSED terms to secure their mortgage upon expiry. My recommendation would be to renew into OPEN terms allowing the mortgage to be refinanced or paid out at any time without penalty. If our mutual clients have not settled the terms of their separation then the mortgage should be renewed into the terms offered to prevent legal action which would have a material impact on both parties. Please see my response to your inquiries below.

1. As you are aware, the mortgage will expire on April 1st, 2022. The mortgage must be renewed into OPEN or CLOSED terms no later than April 1st, 2022. Otherwise, the borrowers will be in default of their mortgage contract. As per the renewal agreement, the renewal documents must be in our possession no less than 5 business days prior to the maturity date. At the latest I need the mortgage renewal agreement no later than March 30th, 2022 so that the mortgage administration staff can review, accept and process the renewal agreement.
2. If the mortgage is not renewed on April 1st, 2022 the borrowers will be in default. Under the terms of the mortgage contract, the mortgage must be renewed into OPEN or CLOSED terms or paid in full on April 1st, 2022. That said, Effort Trust typically would continue to work with any of our clients that have not sent in the required renewal documentation throughout the month of the expiry (in this case April). If working with the client to obtain the renewal documentation fails, then the file is sent to our legal team and the demand process will begin on April 30th, 2022.
3. No, the mortgage can not be renewed without the co-applicants signature on the renewal documentation. Renewal and refinance are two separate things. Rino can apply for a refinance and if he and or a co-applicant qualify, then a refinance is possible. That said, this would suggest that Rino's spouse would come off title and must give spousal consent to do so. If Rino's spouse will give consent to come off title then Rino should pursue that option. My experience has shown me that most likely the spousal consent in not likely.
4. I'm not sure I understand your question. Please note that both Rino and Serafina are 100% each responsible for the mortgage payments. Effort Trust will make every attempt to collect the renewal agreement and reach out to all borrowers and make every effort to facilitate a renewal agreement.

Please note that if Effort Trust is not able to obtain a renewal agreement into OPEN or CLOSED terms then the demand process will begin and POS proceedings will be filed. This procedure will have a major impact on both borrowers. A judgement will be registered for the whole amount of the mortgage as part of that process and be registered against the credit bureau. That said, this judgement will have a serious impact on both Rino's and Serafina's ability to obtain new credit. It doesn't make sense for Serafina not to assist in the renewal while negotiating the separation agreement between her and Rino. By ignoring the renewal agreement options it may put her in a serious negative financial position which is avoidable. At the end of the day the mortgage must be paid out or renewed upon the maturity date under the options given. It is simple to renewal the mortgage while the separation details are being hammered out. This would secure the mortgage and avoid a serious financial burden and legal fees. Please contact me if you have any questions. Thank you and be well.

Jason Tetreault
Branch Manager, Toronto

**The Effort Trust Company**

980 Yonge Street, Suite 30
Toronto ON M4W 3V8 Canada
Direct: 416-924-4687 X224
Phone: 416-924-4680
Fax: 416-924-4685
www.efforttrust.com

From: Margaret Osadet <margaret@osadetlaw.com>
Sent: February 22, 2022 3:21 PM
To: Jason Tetreault <JTetreault@efforttrust.com>; Rino <rferrante@rogers.com>
Cc: Fiona Docherty <lawoffice@osadetlaw.com>
Subject: 58 Harvest Moon Drive, Bolton, ON
Importance: High

You don't often get email from margaret@osadetlaw.com. [Learn why this is important](#)

Good afternoon, Mr. Tetreault:

I am counsel for Mr. Rino Ferrante.

I am seeking information about Effort Trust Mortgage's policy regarding the mortgage on the property, 58 Harvest Moon Drive, Bolton, ON.

As you may be aware, the parties who are on the mortgage, Rino Ferrante and Serafina Ferrante, have separated. We are advised that Serafina Ferrante has expressed her intention not to renew the mortgage.

We have the following questions:

1. the last date on which the mortgage can be renewed;
2. what steps will Effort Trust Mortgage take if Serafina Ferrante refuses to renew the mortgage?
3. can the mortgage be renewed without the signature of Serafina Ferrante, if Rino Ferrante and another person qualify for a new mortgage on the property?
4. Will Effort Trust deal with the property while Serafina Ferrante is still on title to the property but refuses to deal with any mortgage renewal?

Thank you in advance for your prompt attention to this matter.

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 14A: Affidavit (general)
 dated March 2, 2023

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

My name is (full legal name) Lisa Corlevic

I live in (municipality & province) City of Vaughan, Regional Municipality of York, Province of Ontario

and I swear/affirm that the following is true:

Set out the statements of fact in consecutively numbered paragraphs. Where possible, each numbered paragraph should consist of one complete sentence and be limited to a particular statement of fact. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

1. I am a legal assistant for the Applicant's lawyer and as such, have knowledge of the matters hereinafter deposed, except where stated to be on information, in which case I believe such information to be true.
2. The parties appeared before the Honourable Justice Daley on December 6, 2022 for a motion, brought by the Applicant and I attach as **Exhibit "A"** a copy of the Endorsement.
3. I prepared the Order pursuant to paragraph 15 of the Endorsement with respect to child support. Attached hereto as **Exhibit "B"** is a copy of the draft Order.

4. I served the draft Order and Endorsement on the Respondent's lawyer on January 24, 2023 and asked for her approval as to form and content. Attached hereto as **Exhibit "C"** is a copy of my Affidavit of Service.
5. I am advised by Mr. Pomer and verily believe that the Respondent's lawyer has not approved the Order, nor has she served a Notice Disputing Approval within the 10 days of service, pursuant to Rule 25(8) of the *Family Law Rules* and the Applicant may now submit the Order for signing.
6. I make this Affidavit for the signing of the Order of the Honourable Justice Daley dated December 6, 2022 and for no improper purpose.

Sworn/Affirmed before me at
the City of Vaughan, in the Regional Municipality of York
municipality

in the Province of Ontario
province, state or country

on March 2, 2023
Date

Commissioner for taking affidavits (Type or print name
below if signature is illegible.)

DAVID MICHAEL POMER
Barrister & Solicitor



Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)

THIS IS EXHIBIT “A”
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 2nd DAY OF MARCH, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

at **7755 Hurontario St., Brampton, Ontario**
(Court office address)

Endorsement

Date December 6, 2022	Applicant(s): FERRANTE, Serafina <input checked="" type="checkbox"/> Present <input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty Counsel
Counsel: POMER, David M. david.pomer@pomerandboccia.com	<input checked="" type="checkbox"/> Present <input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty Counsel
Respondent(s): FERRANTE, Rino Counsel: OSADET, Margaret margaret@osadetlaw.com	<input checked="" type="checkbox"/> Present <input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty Counsel
<input type="checkbox"/> Order to go in accordance with minutes of settlement or consent filed.	
ENDORSEMENT	
<p>[1] The applicant mother brought a motion returnable December 6, 2022, seeking a variety of relief and, in the alternative, relating to child support with respect to the parties' child Luca Ferrante, born October 22, 2005.</p> <p>[2] The parties separated on September 1, 2019, and at that time entered into a Separation Agreement, which is being challenged by the applicant on several bases including misrepresentation, duress, lack of independent legal advice, and incomplete financial disclosure.</p> <p>[3] A copy of the Separation Agreement was not filed in evidence by either party with respect to this motion by the applicant.</p> <p>[4] As is evident from the affidavit material filed by both parties, there is a clear dispute as to the respondent's line 150 income for the purpose of calculating child support.</p> <p>[5] The child is currently in the care of the applicant and the respondent's affidavit states that he is prepared to pay "table child support" however at the same time he is seeking relief in being allowed to remortgage the matrimonial home without the applicant's signature.</p>	

Matters relating to the mortgage on the home were not before the court on this motion. The evidence from the respondent with respect to the refinancing of the mortgage on the matrimonial home has little or no bearing on the issues raised by the applicant in her motion.

- [6] In her motion and Confirmation of Motion the applicant states that the primary relief sought is that the respondent pay child support in the table amount of \$958 per month pursuant to annual employment income of \$105,949.92 in accordance with the *Child Support Guidelines*.
- [7] In his responding affidavit, the respondent states that he has been paying child support under the terms of the Separation Agreement at the rate of \$450 per month over a period of 25 months for a total of \$11,250. Of the \$450 per month, he states that \$200 has been paid by him directly to the child and that he also pays an unspecified sum to the child relating to income he has received from a snowplowing contract. His affidavit is largely taken up with explaining his financial position and the mortgage liabilities which he claims to have been dealing with.
- [8] The evidentiary record is significantly lacking in that the Separation Agreement is not in evidence nor is there an exact statement as to what child support arrangements were agreed to by the parties. However, it appears that the respondent has been paying less than "table child support" and it may be that these payments have been made pursuant to the Separation Agreement, however there is no clear evidence regarding this.
- [9] There is significant contradiction in the evidence presented by these parties as to the income being received by the respondent over the course of time since the parties separated. The affidavit evidence has not been tested by cross-examination.

- [10] There is significant contradiction in the evidence presented by these parties as to the income being received by the respondent over the course of time since the parties separated. The affidavit evidence has not been tested by cross-examination.
- [11] Ironically each party submitted a draft order in advance of the argument of this motion. The applicant sought child support based on the amounts set forth in paragraph [6] above and the respondent in his draft order proposed that child support be paid by him in the same amount based on the same annual income in favour of the child commencing December 1, 2022.
- [12] Even absent proper and full disclosure of the respondent's income over the time in dispute, I suspect that he has been paying child support at a rate lower than as provided for by the *Child Support Guidelines*.
- [13] During submissions from counsel, I questioned whether parents could contract out of the *Child Support Guidelines* so far as the table amounts were concerned, however counsel were not able to assist in referring me to any relevant case authority.
- [14] The Supreme Court of Canada in its decision in *Willick v. Willick*, [1994] 3 SCR 670, considered the court's power to review and vary an award of child support which was provided for in a separation agreement and incorporated into a court order. The beginning premise is that the court is "not bound by the terms of a separation agreement in exercising its jurisdiction to award support under the Act." See also *Wright v. Zayer*, 158 O.A.C. 146 (2002).
- [15] Given the conflict on the evidence as to the respondent's financial position and his line 150 income over the relevant time, and given the alleged arrears and child support, as the parties both put forward a similar proposed temporary child support order, pending further

cogent evidence as to the respondent's income and as well pending the determination of the enforceability of the Separation Agreement and subject to any further order of the court that may be made in the meantime – it is ordered that the respondent pay to the applicant temporary child support commencing December 1, 2022 in the table amount of \$958 per month in respect of the child, based on annual income from employment of \$105,949.92, in accordance with the *Child Support Guidelines*. The issue as to child support arrears is left to be determined at trial on a more complete evidentiary record.

- [16] By obiter only, it seems most unfortunate that these parties are utilizing strategies involving "death by a thousand cuts" in the manner in which they are litigating this action and as such they are incurring very significant legal costs as a result of the combative strategies they have implemented. This action has had several motions before a number of judges none of which have moved this action in any meaningful way towards either resolution or trial.
- [17] As to the costs of this motion, counsel for the applicant shall serve and file brief submissions as to costs along with a costs outline within 15 days followed by similar submissions and a costs outline from counsel for the respondent within 15 days thereafter. No reply submissions are to be filed.



Daley J.
Daley J.

Dated: January 10, 2023

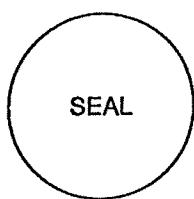
THIS IS EXHIBIT "B"
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 2nd DAY OF MARCH, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

ONTARIO



Superior Court of Justice
 (Name of court)
at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
FS-22-00102481-000

Form 25: Order (general)
 Temporary **Final**

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Justice Daley
 Judge (print or type name)

December 6, 2022
 Date of order

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

This order is made pursuant to provincial legislation only.

The court heard a motion made by (*name of person or persons*)

the Applicant, Serafina Ferrante

The following persons were in court (*names of parties and lawyers in court*)

the Applicant, Serafina Ferrante and her solicitor, David Pomer

the Respondent, Rino Ferrante and his solicitor, Margaret Osadet

The court received evidence and heard submissions on behalf of (*name or names*)

the Applicant and the Respondent

PURSUANT TO THE DIVORCE ACT (CANADA), THIS COURT ORDERS THAT: *(if not applicable, cross out this line)*

PURSUANT TO THE CHILDREN'S LAW REFORM ACT, THIS COURT ORDERS THAT: *(if not applicable, cross out this line)*

PURSUANT TO THE FAMILY LAW ACT, THIS COURT ORDERS THAT: *(if not applicable, cross out this line)*

THIS COURT ORDERS THAT: (specify legislation, where applicable)

1. The Respondent shall pay to the Applicant temporary child support commencing December 1, 2022 in the Table amount of \$958.00 per month in respect of the child, namely, Luca Ferrante, born October 22, 2005, based on an annual income from employment of \$105,949.92, in accordance with the *Child Support Guidelines*.
2. The issue as to child support arrears is left to be determined at trial on a more complete evidentiary record.

Date of signature

Signature of judge or clerk of the court

Approved as to form and content

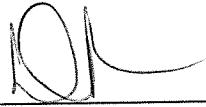
*January 24, 2023**Date of signature*

David Pomer, lawyer for the Applicant

*January , 2023**Date of signature*

Margaret Osadet, lawyer for the Respondent

THIS IS EXHIBIT “C”
REFERRED TO IN THE AFFIDAVIT
OF LISA CORLEVIC
SWORN THIS 2nd DAY OF MARCH, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 6B: Affidavit of Service
sworn/affirmed
January 24, 2023

Applicant(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Serafina Ferrante 33 Country Stroll Crescent Bolton, ON L7E 2H3 Tel: (647) 615-4370 serafinaferrante@gmail.com	David Pomer Pomer & Boccia Professional Corporation 212 - 4000 Steeles Ave. W. Woodbridge, ON L4L 4V9 Tel: (416) 213-7450 ext. 2301 Fax: (905) 850-8086 david.pomer@pomerandboccia.com

Respondent(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Rino Ferrante 58 Harvest Moon Drive Bolton, ON L7E 2L2 Tel: (647) 992-6874 rferrante@rogers.com	Margaret Osadet 100 Richmond Street West Suite 414 Toronto, ON M5H 3K6 Tel: (416) 251-5900 margaret@osadetlaw.com

My name is (full legal name) Lisa Corlevic

I live in (municipality & province) the City of Vaughan, in the Regional Municipality of York

and I swear/affirm that the following is true:

1. On (date) January 24, 2023 , at (time) 1:29 p.m. , I served (name of person to be served)

the Respondent's lawyer

with the following document(s) in this case: (List the documents served.)

Name of document	Author (if applicable)	Date when document signed, issued, sworn, etc.
Draft Order	Justice Daley	December 6, 2022
Endorsement	Justice Daley	December 6, 2022

NOTE: You can leave out any part of this form that is not applicable.

2. I served the document(s) mentioned in paragraph 1 by:

- special service. (Go to paragraph 3 below if you used special service.)
 mail. (Go to paragraph 4 if you used mailed service.)
 same day courier. (Go to paragraph 5 if you used courier.)
 next day courier. (Go to paragraph 5 if you used courier.)
 deposit at a document exchange. (Go to paragraph 6 if you used a document exchange.)
 an electronic document exchange. (Go to paragraph 7 if you used an electronic document exchange.)
 fax. (Go to paragraph 8 if you used fax.)
 email. (Go to paragraph 9 if you used email.)
 substituted service or advertisement. (Go to paragraph 10 if you used substituted service or advertisement.)

*Check one box only
and go to indicated
paragraph.*

9. The document(s) were served by email. Attached to this Affidavit is a copy of the email that the document was attached to. (Strike out paragraphs 3, 4, 5, 6, 7, 8, 10 and 13.)

11. My relationship to, or affiliation with, any party in this case is as follows:

I am a legal assistant for the Applicant's lawyers

12. I am at least 18 years of age.

Sworn/Affirmed before me at
the City of Vaughan, in the Regional Municipality of York

municipality

in the Province of Ontario

province, state or country

on January 24, 2023

Date



Commissioner for taking affidavits (Type or print name
below if signature is illegible.)

DAVID MICHAEL POMER
Barrister & Solicitor



Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)

Lisa Corlevic

From: Lisa Corlevic
Sent: Tuesday, January 24, 2023 1:29 PM
To: Margaret Osadet
Subject: Ferrante v. Ferrante
Attachments: DRAFT ORDER-AP-SERAFINA FERRANTE-6-DECEMBER-2022.pdf; ENDORSEMENT-
JUSTICE DALEY-10-JANUARY-2023.pdf

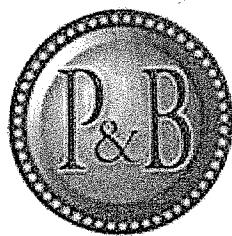
Dear Ms. Osadet:

Attached please find draft Order with respect to the motion heard on December 6, 2022 in this matter, as well as a copy of the Endorsement of Justice Daley for your reference.

Kindly review the Order and approve as to form and content and return to my attention.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 14A: Affidavit (general)
 dated February 21, 2023

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
 33 Country Stroll Crescent
 Bolton, ON L7E 2H3
 Tel: (647) 615-4370
 serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
 Pomer & Boccia Professional Corporation
 212 - 4000 Steeles Ave. W.
 Woodbridge, ON L4L 4V9
 Tel: (416) 213-7450 ext. 2301
 Fax: (905) 850-8086
 david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
 58 Harvest Moon Drive
 Bolton, ON L7E 2L2
 Tel: (647) 992-6874
 rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
 100 Richmond Street West
 Suite 414
 Toronto, ON M5H 3K6
 Tel: (416) 251-5900
 margaret@osadetlaw.com

My name is (full legal name) Serafina Ferrante

I live in (municipality & province) Regional Municipality of Peel, Province of Ontario

and I swear/affirm that the following is true:

Set out the statements of fact in consecutively numbered paragraphs. Where possible, each numbered paragraph should consist of one complete sentence and be limited to a particular statement of fact. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

1. I am the Applicant in the within court action and as such have knowledge of the matters hereinafter deposed, except where stated to be on information, in which case I believe such information to be true.
2. I have been advised by my solicitor, David M. Pomer and verily believe that the Respondent through his lawyer, Margaret Osadet, has brought a 14B Motion.
3. I have not had the proper child support since the date of separation, being September 3, 2019.
4. I was awarded child support by this Honourable Court on December 1st, 2022.

5. The Respondent's cost submissions were due on February 9, 2023.
6. The Order of Justice J. Daley was received by counsel on January 10, 2023.
7. My solicitor submitted his Cost Submissions on time pursuant to the Order of the court.
8. Attached hereto as **Exhibit "A"** is proof that the Respondent has continued to flagrantly breach the court Order.
9. Attached hereto as **Exhibit "B"** is proof that the Respondent deposited into my BMO bank account, the sum of \$250.00 as of February 1, 2023.
10. I forwarded the email to my solicitor on February 1, 2023, acknowledging that the Respondent paid only \$250.00 for February 1, 2023 and no back pay for December, 2022 and January, 2023, pursuant to the court Order.
11. The Respondent's lawyer was aware of the Order on two separate occasions, being the date, she received the original Order and the date the cost submissions were received.
12. I am a single mother and the \$250.00 a month can barely support myself and provide for the only child that is covered by the court Order.
13. It is my position that there is no plausible reason to allow for the extension of time by the Respondent's solicitor and my cost submissions should be accepted in full.
14. It is my position that the Respondent is continually trying to financially bury me and knows that the Family Responsibility will take months and months, if ever, to have the Respondent pay the proper amount of child support pursuant to the court Order.

15. I make this Affidavit in response to the 14B Motion brought by the Respondent and for no improper purpose.

Sworn/Affirmed before me at
the City of Vaughan, in the Regional Municipality of York
municipality

in the Province of Ontario
province, state or country

on February 21, 2023
Date

Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)

DAVID MICHAEL POMER
Barrister & Solicitor



[View in browser](#)

| [Français](#)

Hi SERAFINA FERRANTE,

RINO FERRANTE has sent you \$250.00 (CAD) and the money has been automatically deposited into your bank account at BMO Bank of Montreal.

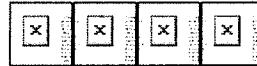
Reference Number: CAJqrCwe

Please do not reply to this email.



[FAQs](#) | This is a secure transaction

© Interac® 2023 Interac
All rights reserved. Terms of
© Trade-marks of Interac



Email or text messages carry the notice while the financial institutions securely transfer the money using existing payment networks. For the answers to common questions please visit our FAQs.

This email was sent to you by Interac Corp., the owner of the *Interac e-Transfer*® service, on behalf of RINO FERRANTE at BMO Bank of Montreal.

Interac Corp.
P.O. Box 45, Toronto, Ontario M6J 2J1
www.interac.ca

"A"

<i>This is Exhibit</i>	<i>referred to in the</i>
<i>affidavit of .SERAFINA FERRANTE</i>	<i>sworn before me, this</i>
<i>day of FEBRUARY</i>	<i>2023</i>
<i>A COMMISSIONER FOR TAKING AFFIDAVITS</i>	

DAVID MICHAEL POMER
Barrister & Solicitor

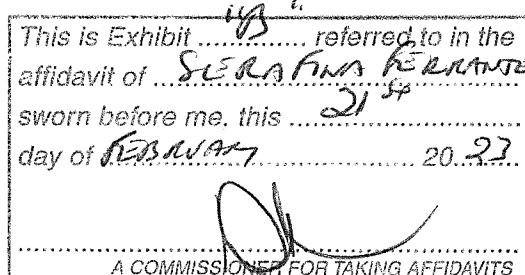
David Pomer

From: Serafina Ferrante <serafinaferrante@gmail.com>
Sent: Monday, February 20, 2023 4:31 PM
To: David Pomer
Subject: Fwd: INTERAC e-Transfer: A money transfer from RINO FERRANTE has been automatically deposited.

Sent from my iPhone

Begin forwarded message:

From: Serafina Ferrante <serafinaferrante@gmail.com>
Date: February 17, 2023 at 8:25:03 AM EST
To: David Pomer <dpomer@pomerandboccia.com>
Subject: Fwd: INTERAC e-Transfer: A money transfer from RINO FERRANTE has been automatically deposited.



Sent from my iPhone

Begin forwarded message:

From: Serafina Ferrante <serafinaferrante@gmail.com>
Date: February 1, 2023 at 4:02:28 PM EST
To: David Pomer <dpomer@pomerandboccia.com>
Subject: Fwd: INTERAC e-Transfer: A money transfer from RINO FERRANTE has been automatically deposited.

Hi David,

Rino has paid only \$250 Feb 1st and no back pay for December and January.

See below transfer

Thank you
Sera

Sent from my iPhone

Begin forwarded message:

From: RINO FERRANTE <notify@payments.interac.ca>
Date: February 1, 2023 at 11:42:12 AM EST
To: SERAFINA FERRANTE <serafinaferrante@gmail.com>
Subject: INTERAC e-Transfer: A money transfer from RINO FERRANTE has been automatically deposited.
Reply-To: RINO FERRANTE <rferrante@rogers.com>

ONTARIO

Superior Court of Justice
 (Name of court)
 at 7755 Hurontario Street, Brampton ON L6W 4T1
 Court office address

Court File Number
 FS-22-00102481-000

Form 14A: Affidavit (general)
 dated August 16, 2023

Applicant(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Serafina Ferrante 33 Country Stroll Crescent Bolton, ON L7E 2H3 Tel: (647) 615-4370 serafinaferrante@gmail.com	David Pomer Pomer & Boccia Professional Corporation 212 - 4000 Steeles Ave. W. Woodbridge, ON L4L 4V9 Tel: (416) 213-7450 ext. 2301 Fax: (905) 850-8086 david.pomer@pomerandboccia.com

Respondent(s)

<i>Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>	<i>Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).</i>
Rino Ferrante 58 Harvest Moon Drive Bolton, ON L7E 2L2 Tel: (647) 992-6874 rferrante@rogers.com	Margaret Osadet 100 Richmond Street West Suite 414 Toronto, ON M5H 3K6 Tel: (416) 251-5900 margaret@osadetlaw.com

My name is (full legal name) Serafina Ferrante

I live in (municipality & province) Regional Municipality of Peel, Province of Ontario

and I swear/affirm that the following is true:

Set out the statements of fact in consecutively numbered paragraphs. Where possible, each numbered paragraph should consist of one complete sentence and be limited to a particular statement of fact. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

1. I am the Applicant in this court action and as such have knowledge of the matters hereinafter deposed, except where stated to be on information, in which case, I believe such information to be true.
2. A settlement conference was held on May 29, 2023 before Madam Justice McSweeney. An Endorsement was made and the court Order was signed on June 20, 2023 as attached hereto as Exhibit "A" and Exhibit "B".
3. I am advised by my solicitor, David Pomer and verily believe that his office immediately provided a copy of the signed Order of Justice McSweeney to the Respondent's solicitor on June 21, 2023, by email, as attached hereto as Exhibit "C".

Respondent's Breach of the Order of Justice McSweeney

4. I am advised by my solicitor, that pursuant to the Order of Justice McSweeney, the Respondent has breached the following terms of the Order:
- (a) Paragraph 3 - the Respondent has refused to provide the disclosure ordered by Justice Stribopoulos by June 2, 2023, as attached hereto as **Exhibit "D"**, and in particular, paragraph 5 of the Order to issue, wherein:
- "the Respondent shall disclose to the Applicant, within 14 days of entering into a new mortgage agreement, a copy of any mortgage agreement entered, and a copy of any reporting letters provided by the lawyer or lawyers who handle the mortgage transactions, including a full accounting of any mortgage proceeds received and how they were disbursed".*
- (b) I am unable to confirm that the Respondent complied with the terms of renewing the mortgage pursuant to paragraphs 3 and 4 of the Order to issue of Justice Stribopoulos, as I have not been provided any documentation from the Respondent or his solicitor.
- (c) Paragraph 8 - the Respondent has refused to pay the court ordered costs in the amount of \$1,000.00. that was to be paid by June 6, 2023.
- (d) Paragraph 2 - the Respondent has refused to provide complete financial disclosure and certificate of same. The Respondent has not provided an up to date sworn Financial Statement with all supporting documentation or Net Family Property Statement as ordered by July 31, 2023. In addition, the Respondent has refused to answer any of his Undertakings given at the questioning on December 15, 2022 pursuant to the Undertakings and Refusals Chart sent to the Respondent's solicitor on February 22, 2023. Attached hereto as **Exhibit "E"** is a copy of the Undertakings and Refusals Chart and email to Ms. Osadet.
- (e) In addition, as at the date of this Affidavit, the Respondent has not paid the court ordered child support of \$1,146.00 for July, 2023.

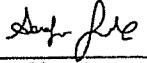
Respondent's Breach of the Costs Endorsement of Justice Daley dated April 6, 2023

5. I brought a motion before Justice Daley on December 6, 2022 that included a claim for child support.
6. I was successful on the motion and child support was ordered. Cost submissions were also ordered, and my solicitor provided his cost submissions within the required time. The Respondent did not file any submissions. Attached hereto as Exhibit "F" is a copy of the Costs Endorsement of Justice Daley dated April 6, 2023.
7. Pursuant to the Costs Endorsement, the Respondent was to pay an all-inclusive sum of \$10,733.37 within 30 days of the release of the Endorsement. To date, the Respondent has not paid the costs awarded and once again, has breached another court Order.
8. The Respondent continues to demonstrate a complete flagrant disregard for the court process and is purposely refusing to move this matter along and should not be given an audience for any further court proceedings.
9. The Respondent's refusal to provide an up-to-date financial statement and Net Family Property Statement frustrates the ability to settle the equalization issue.
10. I am forced to continue to incur substantial legal fees that I cannot afford and frustrated that a settlement of this matter cannot be had, as a result of the Respondent's behaviour.
11. Pursuant to the Order of Justice McSweeney, and as a result of the breaches of the terms of Her Honour's Order, I am at liberty to bring a motion to strike the Respondent's pleadings and move for an Uncontested Trial.

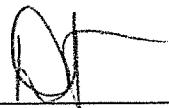
Applicant's ability to Amend Application

12. I am advised by my solicitor and verily believe that on April 25, 2022, his office sent an email to the Respondent's solicitor attaching a copy of the Amended Application and Consent for their consideration. Attached hereto as Exhibit "G" is a copy of the email and attachments.

13. On the same day, the Respondent's solicitor sent a return email, as attached hereto as Exhibit "H", advising that she would review it with her client.
14. I am advised by my solicitor and verily believe that to date, the Respondent has refused to consent to amending the Application, being further evidence of the Respondent's refusal to move this matter forward, and I am asking this Honourable Court to allow me to amend the Application.
15. I make this Affidavit in support of an Order to strike the Respondent's pleadings and proceed to an uncontested trial and to amend the Application and for no improper purpose.

Sworn/Affirmed before me at the City of Vaughan, in the Regional Municipality of York <small>municipality</small>		 Signature <small>(This form is to be signed in front of a lawyer, Justice of the peace, notary public or commissioner for taking affidavits.)</small>
in	the Province of Ontario <small>province, state or country</small>	
on	August 16, 2023 <small>Date</small>	
 Commissioner for taking affidavits (Type or print name below if signature is illegible.)		
DAVID MICHAEL POMER Barrister & Solicitor		

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

Ontario
Superior Court of Justice

Court File Number

FS-22-00102481-0000

7755 Hurontario Street, Brampton ON L6W 4T6

Endorsement

Date	Applicant(s):	FERRANTE, Serafina	<input checked="" type="checkbox"/> Present
May 29, 2023	Counsel:	POMER, David M.	<input checked="" type="checkbox"/> Present
	email:	david.pomer@pomerandboccia.com	<input type="checkbox"/> Duty counsel
JUSTICE MCSEENY	Respondent(s):	FERRANTE, Rino	<input checked="" type="checkbox"/> Present
<input checked="" type="checkbox"/> In person	Counsel:	OSADET, Margaret	<input checked="" type="checkbox"/> Present
<input type="checkbox"/> Videoconference	email:	margaret@osadetlaw.com	<input type="checkbox"/> Duty counsel
<input type="checkbox"/> Audioconference	Respondent(s):		<input type="checkbox"/> Present
<input type="checkbox"/> In writing	Counsel:		<input type="checkbox"/> Present
	email:		<input type="checkbox"/> Duty counsel

- [1] Settlement Conference scheduled for May 25, 2023. Parties attended court in person with counsel.
- [2] At the outset Applicant counsel advising court that in his view the Settlement Conference could not meaningfully proceed due to lack of financial disclosure by Respondent.
- [3] Respondent counsel conceding her client had not produced an updated financial statement; nor was his original financial statement before the court.

Updated child support amount:

- [4] Court was advised that despite receipt of Justice Daley's order for child support to be paid in an interim amount of more than \$900 effective December 2022, the Respondent has paid a monthly amount of much less to the Applicant. His explanation was that FRO has not yet contacted him re: enforcement of the Daley J. order.
- [5] Respondent counsel spoke with her client and then confirmed to the Court that he now understood his obligation to pay the support amount ordered, even if FRO has yet to take enforcement steps.

- [6] Parties agreed that Respondent's applicable income for child support purposes has increased since the Daley J. order.
- [7] Parties agreed to a further consent interim child support order on an interim without prejudice basis, to provide as follows: Commencing January 1, 2023, the support ordered by Justice Daley shall increase to \$1,146.00.
- [8] Support Deduction Order to issue.
- [9] Note: the parties requested that their interim order direct how Respondent will pay arrears owing under the Daley J order. I decline to do so, as the Family Responsibility Office will credit him with payments already made, and will enforce collection of outstanding amounts per its process.
- [10] Applicant counsel to take out the order. He is to provide draft consent order incorporating the above to Respondent counsel. Respondent counsel confirmed to the Court that she will respond within no more than seven (7) business days with respect to form/content approval.

Financial disclosure outstanding from Respondent:

- [11] Respondent counsel acknowledged her client's financial disclosure is incomplete. Respondent shall serve and file his complete financial disclosure and certificate confirming same, including all documents responsive to his undertakings from questioning, updated sworn financial statement with documents to support values on disputed items listed therein, and his Net Family Property statement, no later than 4pm on July 31, 2023.

Mortgage renewal documents:

- [12] Applicant advised that the Respondent had not complied with the order made by Justice Stribopoulos at the Respondent's urgent motion heard January 3, 2023.
- [13] In granting the Respondent authority to enter a mortgage agreement for the matrimonial home without the consent of the Applicant, Justice Stribopoulos imposed specific obligations on the Respondent, including: that the funds obtained shall only be used to discharge the Effort Trust Company mortgage and any associated legal fees; that the amount of any financing shall not exceed that amount; and that the new mortgage funds must be paid directly to the lawyer or the lawyers handling the mortgage transactions, and not to the Respondent.
- [14] He further ordered the Respondent to "disclose to the Applicant, Serafina Ferrante, within 14 days of entering a new mortgage agreement, a copy of any mortgage agreement entered, and a copy of any reporting letters provided by the lawyer or lawyers who handle the mortgage transactions, including a full accounting of any mortgage proceeds received and how they were disbursed. Regarding the mortgage commitment and terms thereof entered into subsequent to that attendance. These materials to be disclosed in full within 7 days." [emphasis added]
- [15] Respondent counsel submitted at the conference that the Applicant had received the mortgage disclosure ordered, then corrected herself after looking at her records, at which time she attempted to send the information that she had to Applicant counsel.
- [16] I am not satisfied that the Respondent has complied with the Stribopoulos J. order. As a result of his non-disclosure, the Applicant is not able to verify

what funds were procured jointly in her name by the Respondent, on what terms, and to whom the funds were paid.

- [17] The Respondent is directed to provide the disclosure ordered by Stribopoulos J., to the Applicant, in full, no later than 4pm on June 2, 2023.
- [18] The orders made at paragraphs 11 and 17 give further timelines for the Respondent to remedy his non-compliance with the Stribopoulos order, with his obligations under the FLR's and with his undertakings arising from questioning.
- [19] Should the Respondent fail to make his disclosure by the dates I have ordered, the Applicant has leave to bring a motion to strike his pleadings and proceed to an uncontested trial.

Next steps:

- [20] At present, post-separation arrears of child support, and entitlement to share in value of jointly owned matrimonial home are central issues between the parties.
- [21] Respondent's position on these key issues is based on the parties' Separation Agreement of October 2019.
- [22] Applicant disputes the applicability of the Separation Agreement on the basis that she signed it under duress.
- [23] This issue in my view they will require a trial. Evidence in chief by way of affidavit, followed by cross-examination at trial, should in my view enable this matter to be heard and resolved within the timeframe of a "week of" trial of four days or less.

- [24] TMC set for Nov 30, 2023, at 2:15 pm. Confirmation forms required, and full compliance with rules and practice direction of the SCJ and Central West Region. Detailed TSE forms are also required from each party.
- [25] No other motions prior to TMC without leave of the court obtained in advance.

Costs:

- [26] Applicant seeks \$5,000 in costs for an unproductive conference.
- [27] Rule 17(18) permits a court to award costs at a conference where a party was not prepared, did not serve required documents, did not make any required disclosure, or otherwise contributed to the conference being unproductive.
- [28] In my view, the Respondent's failure to make the financial mortgage disclosure ordered precluded a productive settlement conference taking place. Such materials as he did provide were late served and did not include the required updated sworn financial statement.
- [29] I note also, under the category of a party "otherwise" contributing to the conference being unproductive, that the Respondent's behaviour in court, including laughing and talking during Applicant's submissions, was so disruptive that the court directed a recess during the conference to give him time to collect himself.
- [30] Pursuant to rule 17(18) I consider an award of costs appropriate for the reasons referenced. Per Rule 17(18) (a), the costs ordered must be paid immediately.

- [31] Although Applicant counsel did not provide the court with a cost outline, I am satisfied, based on his settlement conference brief and the time taken for the attendance in court, that the Applicant incurred costs in excess of the amount I am ordering.
- [32] Respondent is ordered to pay costs of this conference to the Applicant in the amount of \$1,000, and to do so by June 6, 2023.
- [33] So ordered.



Justice McSweeney

THIS IS EXHIBIT “*B*”
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor



ONTARIO

Superior Court of Justice

(Name of court)

at 7755 Hurontario Street, Brampton ON L6W 4T1
Court office addressCourt File Number
FS-22-00102481-000**Form 25: Order (general)**
 Temporary **Final****Applicant(s)**

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
33 Country Stroll Crescent
Bolton, ON L7E 2H3
Tel: (647) 615-4370
serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia Professional Corporation
212 - 4000 Steeles Ave. W.
Woodbridge, ON L4L 4V9
Tel: (416) 213-7450 ext. 2301
Fax: (905) 850-8086
david.pomer@pomerandboccia.com

Justice McSweeney
Judge (print or type name)

May 29, 2023
Date of order

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2
Tel: (647) 992-6874
rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
100 Richmond Street West
Suite 414
Toronto, ON M5H 3K6
Tel: (416) 251-5900
margaret@osadetlaw.com

This order is made pursuant to provincial legislation only.

The court heard a settlement conference made by (*name of person or persons*)

the Applicant, Serafina Ferrante and the Respondent, Rino Ferrante

The following persons were in court (*names of parties and lawyers in court*)

the Applicant, Serafina Ferrante and her solicitor, David Pomer

the Respondent, Rino Ferrante and his solicitor, Margaret Osadet

The court received evidence and heard submissions on behalf of (*name or names*)

the Applicant and the Respondent

PURSUANT TO THE DIVORCE ACT (CANADA), THIS COURT ORDERS THAT: (*if not applicable, cross-out this line*)

PURSUANT TO THE CHILDREN'S LAW REFORM ACT, THIS COURT ORDERS THAT: (*if not applicable, cross-out this line*)

PURSUANT TO THE FAMILY LAW ACT, THIS COURT ORDERS THAT: (*if not applicable, cross-out this line*)

THIS COURT ORDERS THAT: (specify legislation, where applicable)

1. The parties agree to a further interim child support order on an interim without prejudice basis, and commencing January 1, 2023, the support ordered by Justice Daley shall increase to \$1,146.00 per month.
2. The Respondent shall serve and file his complete financial disclosure and certificate confirming same, including all documents responsive to his undertakings from questioning, updated sworn financial statement with documents to support values on disputed items listed therein and his Net Family Property statement, no later than 4 p.m. on July 31, 2023.
3. The Respondent shall provide the disclosure ordered by Justice Stribopoulos to the Applicant in full, no later than 4 p.m. on June 2, 2023.
4. Should the Respondent fail to make disclosure by the dates ordered, the Applicant has leave to bring a motion to strike the Respondent's pleadings and proceed to an uncontested trial.
5. At present, post-separation arrears of child support and entitlement to share in value of jointly owned matrimonial home are central issues between the parties. Respondent's position on these key issues is based on the parties' Separation Agreement of October, 2019. Applicant disputes the applicability of the Separation Agreement on the basis that she signed it under duress. This issue in my view will require a trial. Evidence in chief by way of affidavit, followed by cross-examination at trial, should in my view enable this matter to be heard and resolved within the timeframe of a "week of" trial of four days or less.
6. Trial Management Conference is set for November 30, 2023 at 2:15 p.m. Confirmation forms required and full compliance with rules and practice directions of the SCJ and Central West Region. Detailed Trial Scheduling Endorsements forms are also required from each party.
7. No other motions prior to the TMC without leave of the court obtained in advance.
8. The Respondent is ordered to pay costs of this conference to the Applicant in the amount of \$1,000.00. and to do so by June 6, 2023.
9. For as long as support is paid, the payor and recipient, if applicable, must provide updated income disclosure to the other party, within 30 days of the anniversary of this Order, in accordance with section 24.1 of the *Child Support Guidelines*.

10. Unless the support order is withdrawn from the office of the Director of the Family Responsibility Office, it shall be enforced by the Director and amounts owing under the order shall be paid to the Director, who shall pay them to the person to whom they are owed.

This Order bears interest at the rate of 6.0% from per annum on any payment(s) in default from the date of default.

June 20 2023

Date of signature

Natalie
Maharaj

Signature of judge or clerk of the court

Digitally signed by Natalie
Maharaj
Date: 2023.06.20 16:40:10
-04'00'

THIS IS EXHIBIT "C"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

Lisa Corlevic

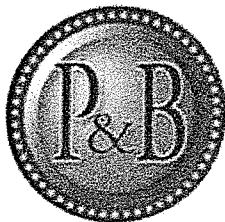
From: Lisa Corlevic
Sent: Wednesday, June 21, 2023 11:16 AM
To: Margaret Osadet
Subject: Ferrante v. Ferrante
Attachments: ORDER JUSTICE MCSWEENEY-FORM 25-AP-FERRANTE-29-MAY-2023.pdf

Dear Ms. Osadet:

Attached please find the signed Order of Justice McSweeney dated May 29, 2023, pursuant to the settlement conference appearance.

Kind Regards

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

THIS IS EXHIBIT "D"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

ONTARIO
Superior Court of Justice

Court File Number

FS-22-102481

at 7755 Hurontario St. Brampton, ON L6W 4T6
(Court office address)

Endorsement

Date	Applicant(s):	<u>Serafina Ferrante</u>	<input checked="" type="checkbox"/> Present
January 3, 2023 By Zoom Videoconference	Counsel:	David Pomer <u>david.pomer@pomerandboccia.com</u>	<input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty Counsel
	Respondent(s):	<u>Rino Ferrante</u>	<input type="checkbox"/> Present
	Counsel:	Margeret Osadet <u>margaret@osadetlaw.com</u>	<input checked="" type="checkbox"/> Present <input type="checkbox"/> Duty Counsel

Order to go in accordance with minutes of settlement or consent filed.

ENDORSEMENT

- [1] On October 4, 2019, the parties entered a written agreement regarding the dissolution of their relationship. Neither appears to have received independent legal advice before it was executed.
- [2] Under that agreement, the Respondent was to retain title to the matrimonial home at 58 Harvest Moon Drive, Bolton, ON, L7E 2L2 and, in return, he was to pay the Applicant \$40,000 for her share of the equity in the home. The agreement contemplated two \$10,000 payments by the Respondent to the Applicant, the first when she signed the agreement, the second when she moved out of the matrimonial home, and a further payment of \$20,000 once the documents were executed to remove her from title and the mortgage.
- [3] The terms of the agreement were never put into effect; the Applicant refused to finalize the transfer of the property to the Respondent. Instead, she commenced this application. In it, she seeks to set aside the agreement which she claims was entered under duress, to compel the sale of the matrimonial home, and to have the proceeds divided between the parties.
- [4] Since then, the issue of the mortgage on the matrimonial home has been a recurring point of disagreement between the parties. On

February 25, 2022, following a motion by the Respondent, Justice Barnes issued an order granting the Respondent authority to renew the mortgage without the Applicant's signature. The mortgage was scheduled to expire on March 1, 2022. Under that order, Justice Barnes provided that: "This order dispensing with the Applicant's consent and signature is granted on a one-time basis only and only with respect to the March 1, 2022 renewal." Further, he ordered that: "The said renewal shall be for a period not exceeding 12 months and the renewal shall be for an open mortgage."

- [5] After Justice Barnes issued his order, the Respondent was only able to renew the mortgage for six- months because the existing mortgagee does not offer one-year mortgages.
- [6] With the mortgage needing to be renewed in October 2022, the Respondent brought a further motion to seek an order to permit him to again renew the mortgage without the Applicant's consent (given that she was unwilling to consent to its renewal). That motion was made returnable on September 23, 2022. The motion could not be heard that day because neither of the parties had uploaded their respective materials for the motion to CaseLines. Accordingly, Justice McSweeney ordered the motion adjourned to January 19, 2023, at 10:00 a.m. In her endorsement, Justice McSweeney ordered, that:
 - 6. Neither party may add to their motion materials filed for return of the motion today, with the exception of notices of confirmation to be filed per the practice direction; and also updated draft orders and cost outlines which shall [be] made available to the motion judge on request.
 - 7. Neither party shall add to the relief sought on the adjourned motion, by way of additional motion or cross-motion.
- [7] The mortgage extension agreement came to an end in October 2022. On December 22, 2022, a representative of the mortgage company advised that should the mortgage not be renewed by January 1, 2023, it would commence foreclosure proceedings.
- [8] As a result of that development, counsel for the Respondent brought a motion in writing last week, seeking an order to grant the Respondent authority to renew the mortgage without the Applicant's involvement.
- [9] On December 30, 2022, Justice Tzimas, in an endorsement, concluded that the relief sought was of such a nature that the motion could not be dealt with in writing and required a hearing. Given that the

issue raised was urgent, she directed that the motion be heard on an expedited basis and set it down for a hearing today.

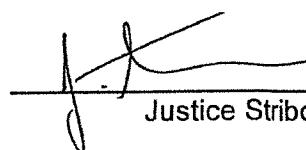
- [10] On behalf of the Respondent, Ms. Osadet submits the motion should be granted. She argues that granting the motion would not occasion any prejudice to the Applicant. And further, that a failure to obtain a new mortgage and to allow foreclosure would undoubtedly prejudice the interests of both parties.
- [11] For the Applicant, Mr. Pomer opposes the motion. In doing so, he raises both procedural and substantive objections.
- [12] From a procedural standpoint, he emphasizes that Justice Barnes only ordered a one-time mortgage extension, and that Justice McSweeney ordered that neither party could bring a further motion without leave and could not supplement the record that was before her in advance of the scheduled hearing on January 19, 2023. Mr. Pomer submits that the current motion runs afoul of those existing court orders and should not be heard because of that.
- [13] From a substantive standpoint, I found Mr. Pomer's argument more difficult to follow. Concerning how an extension of the mortgage could potentially prejudice his client, he was hard-pressed to provide the court with a coherent answer. Instead, his argument focussed on the conduct of the Respondent since separation, the unfairness of the agreement that his client seeks to set aside, what he says is the actual value of the home, and that the Applicant has only paid a pittance in child support to date. (Parenthetically, I note that the Applicant brought a motion for interim child support that was heard by Justice Daley on December 6, 2022, and that the decision on that motion remains on reserve.)
- [14] Having summarized the positions of the parties, I turn to my analysis.
- [15] I start with the procedural objections raised by Mr. Pomer on behalf of the Applicant. Despite the prior orders of Justice Barnes and Justice McSweeney, I am satisfied that the imminent foreclosure proceedings represent a material change in circumstances that justify revisiting their previous orders and granting the Respondent leave to proceed with this motion at this time. In short, there is an element of urgency to the issue of the mortgage renewal that was not present when the parties

were before Justice McSweeney in September 2022 or Justice Barnes in February 2022.

- [16] Turning to the substance of the motion, I wish to emphasize what is not before me today. First, it is neither necessary nor possible for me to adjudicate the validity of the settlement agreement reached by the parties. In that regard, I am not able to decide the true value of the matrimonial home and whether the agreement reached resulted in an unconscionable outcome for the Applicant. Those are issues for another judge at some future date. Second, I cannot decide whether the Respondent has improperly failed to pay child support; Justice Daley will address that question when he decides the motion for interim child support.
- [17] The only question before me is whether to permit the Respondent to enter into an agreement to obtain a mortgage on the matrimonial home without the Applicant's consent, or to simply allow the property to be the subject of foreclosure proceedings by the mortgagee.
- [18] I am hard-pressed to see how permitting the property to be subject to foreclosure would be to the benefit of either the Applicant or the Respondent. In the end, that process will undoubtedly come with additional costs and likely preclude the home from being sold at the best possible price. To be sure, should the mortgage be renewed, and the Applicant ultimately succeeds on the application and manages to force the sale of the home, there will be costs associated with discharging the mortgage prematurely. However, those costs will undoubtedly pale in comparison to the costs associated with foreclosure.
- [19] Additionally, the renewal of the mortgage will ensure that the Respondent has additional funds available to pay monthly child support. That would undoubtedly be in the best interests of both parties.
- [20] For these reasons, the following Order shall issue:
1. The Respondent, Rino Ferrante, is granted leave to proceed with the motion.
 2. The Respondent, Rino Ferrante, is granted sole authority to enter into a mortgage agreement to refinance the mortgage on the matrimonial home at 58 Harvest Moon Drive, Bolton, ON,

L7E 2L2. The mortgage agreement may be entered without the approval or signature of the Applicant, Serafina Ferrante.

3. The Respondent, Rino Ferrante, has the authority to enter a mortgage agreement for the matrimonial home at 58 Harvest Moon Drive, Bolton, ON, L7E 2L2, including a closed mortgage at a fixed rate, but for a term not exceeding five-years.
4. The proceeds of any mortgage obtained by Rino Ferrante shall only be used to discharge the mortgage currently held by The Effort Trust Company and any associated legal fees. The amount of any financing shall not exceed that amount and no funds from the new mortgage should be paid to Rino Ferrante directly but instead be paid, in trust, to the lawyer or the lawyers handling the mortgage transactions.
5. The Respondent, Rino Ferrante, shall disclose to the Applicant, Serafina Ferrante, within 14 days of entering a new mortgage agreement, a copy of any mortgage agreement entered, and a copy of any reporting letters provided by the lawyer or lawyers who handle the mortgage transactions, including a full accounting of any mortgage proceeds received and how they were disbursed.
6. The motion, previously scheduled for January 19, 2023, is hereby vacated.
7. Counsel for the parties should be in contact with the Trial Office within two-business days to schedule the first available Settlement Conference.
8. The costs of this motion are reserved for the trial judge.



Justice Stribopoulos

Released: January 3, 2023

THIS IS EXHIBIT "E"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023

A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

UNDERTAKINGS CHART

UNDERTAKINGS				
Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.				
Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so
	18	Mr. Ferrante to make best efforts to obtain camera footage at the time Ms. Ferrante brought the moving van.		
	39	Mr. Ferrante to provide copies of the account that was used by the parties in September and October 2019.		
	43	When Mr. Ferrante took the money from the joint bank account (BMO) in September 2019, and what was the balance in the account after Mr. Ferrante withdrew the money from the account.		
	67	Mr. Ferrante to provide what was sent from Georgina Woods that Mr. Ferrante is referring to in his evidence.		

UNDERTAKINGS CHART

UNDERTAKINGS					
Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.					
Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	72	Mr. Ferrante to request from Effort Trust copies of the appraisals they have done on the property.			
	85	Mr. Ferrante to let the Applicant know about all the errors in the Affidavit of February 18, 2022 so that the Applicant may receive a true version.			
	86	Mr. Ferrante to let the Applicant know the value of the property.			
	93	Mr. Ferrante to provide a copy of the cheque from Mr. Ferrante's parents, because Mr. Ferrante's parents lent the Parties money because they were short for the house.			

UNDERTAKINGS CHART

UNDERTAKINGS					
Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.					
Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	96	Mr. Ferrante to make best efforts to find out how much money Mr. Ferrante's sister lent to Mr. Ferrante and Ms. Ferrante collectively and severally.			
	101	Mr. Ferrante to advise which company the mortgage approval was with.			
	189	Mr. Ferrante to provide bank statements and confirmation emails.			
	210	Mr. Ferrante to advise whose name is under the beneficiary on the life insurance policy today.			
	227	Mr. Ferrante to provide all updated financials.			
	228	Ms. Osadet to update Mr. Ferrante's financials as required under the child support guidelines under the Divorce Act, under the family law rules, in advance of the return of the motion.			

UNDERTAKINGS CHART

UNDERTAKINGS				
Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.				
Issue & Relationship to pleadings or affidavit No.				
Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	264	Mr. Ferrante to advise when Gino and Francesca Ferrante gave Mr. Ferrante the \$50,000.00 cheque.		

UNDERTAKINGS CHART

REFUSALS

Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.

Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	9	Mr. Ferrante to advise what day the mortgage payments were due each and every month during the term of the mortgage.			
	10	Mr. Ferrante to advise what his charges were in his criminal proceedings, during the time that Mr. Ferrante was outside the house.			
	16	Mr. Ferrante to advise if any of the mortgage payments were late for September-October.			
	105	Whether it would be fair to say that if Mr. Ferrante had the \$20,000.00 in his pocket, he could have given it to Ms. Ferrante or presented it to her and if she didn't sign the mortgage she would have been in direct breach.			
	212	Mr. Ferrante to prove when he cancelled the benefits to Ms. Ferrante.			

UNDERTAKINGS CHART

REFUSALS

Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.

Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	214		Mr. Ferrante to advise when Ferra Construction pulled out.		
	215		Mr. Ferrante to advise when Ferra Construction pulled out.		
	216		Mr. Ferrante to advise who Ferra Construction Limited is and who the owners behind that company are.		
	226		Mr. Ferrante to provide a letter from Verde Property Management, indicating how much Mr. Ferrante was paid in the years 2019, 2020, from the date of separation.		
	233		If Mr. Ferrante would allow someone to come into the property, a real estate agent, and give an appraisal as to the amount? If Mr. Ferrante would allow someone to enter the property that would qualify as to what the value of the rent would be.		

UNDERTAKINGS CHART

UNDER ADVISEMENT

Outstanding undertakings given on the Examination for Discovery of Rino Ferrante on behalf of the Applicant, Serafina Ferrante, dated December 15, 2022.

Issue & Relationship to pleadings or affidavit	Question No.	Page No.	Specific undertaking	Answer or precise reason for not doing so	Disposition by the court
	42	Mr. Ferrante to advise when he took out the money from the joint bank account in September 2019 and advise what was the balance in the account after Mr. Ferrante took out the money from the account.			
	82	Mr. Ferrante to find out from his sister, when she prepared the Separation Agreement.			
	132	Mr. Ferrante to give his best efforts to look for how much is outstanding on the vehicle.			
	151	Mr. Ferrante to look and make best efforts to produce text messages that we have regarding the mortgage and the property.			

THIS IS EXHIBIT "f"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

SUPERIOR COURT OF JUSTICE – ONTARIO
7755 Hurontario Street, Brampton ON L6W 4T6

RE: Serafina Ferrante, Applicant

AND:

Rino Ferrante, Respondent

BEFORE: Justice P. Daley

COUNSEL: D. M. Pomer: david.pomer@pomerandboccia.com, for the Applicant
M. Osadet: margaret@osadetlaw.com, for the Respondent

HEARD: In Writing

COSTS ENDORSEMENT

- [1] The applicant brought a motion seeking various forms of relief including child support.
- [2] For the reasons set forth in my endorsement of January 10, 2023, the applicant was successful on her motion.
- [3] Submissions as to costs were ordered to be delivered by counsel for both parties, however only counsel for the applicant filed any submissions and the time with respect to the filing of same on behalf of the respondent has long passed.
- [4] The applicant seeks her costs of this motion on a substantial indemnity basis given that she tendered an Offer to Settle dated December 1, 2022 calling for payment of child support by the respondent in the monthly amount of \$958 based on annual income from employment of \$105,949.92 in accordance with the Child-Support Guidelines.

- [5] As per my endorsement of January 10, 2023, the respondent was ordered to pay ongoing child-support at the same amount and based on the same level of income from employment as put forward in the applicant's Offer to Settle.
- [6] Absent submissions on behalf of the respondent, given the result achieved as compared to the Offer to Settle in regard to ongoing child support, I am of the view that this is a proper case for an award of substantial indemnity costs payable by the respondent.
- [7] I have considered the Bill of Costs submitted by counsel for the applicant in terms of the hourly rate charged and the time spent and I am satisfied that the resulting fees, on a substantial indemnity basis, are fair, reasonable and proportionate having regard to the nature of the motion.
- [8] In the result, it is ordered that the respondent pay to the applicant her costs of the motion in the all-inclusive sum of \$10,733.87 within 30 days from the date of release of this endorsement.



Daley J.

Dated: April 6, 2023

THIS IS EXHIBIT "C"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

Lisa Corlevic

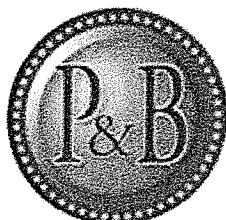
From: Lisa Corlevic
Sent: Monday, April 25, 2022 11:13 AM
To: Margaret Osadet
Subject: Ferrante v. Ferrante
Attachments: CONSENT & AMENDED APPLICATION RE-FERRANTE.pdf

Dear Ms. Osadet:

Attached please find Amended Application and Consent to amend the Application for your consideration.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION
BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

ONTARIO

Superior Court of Justice

(Name of court)

at 7755 Hurontario Street, Brampton ON L6W 4T1

Court office address

Court File Number
FS-22-00102481-000

CONSENT

Applicant(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Serafina Ferrante
33 Country Stroll Crescent
Bolton, ON L7E 2H3
Tel: (647) 615-4370
serafinaferrante@gmail.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

David Pomer
Pomer & Boccia Professional Corporation
212 - 4000 Steeles Ave. W.
Woodbridge, ON L4L 4V9
Tel: (416) 213-7450 ext. 2301
Fax: (905) 850-8086
david.pomer@pomerandboccia.com

Respondent(s)

Full legal name & address for service - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Rino Ferrante
58 Harvest Moon Drive
Bolton, ON L7E 2L2
Tel: (647) 992-6874
rferrante@rogers.com

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Margaret Osadet
100 Richmond Street West
Suite 414
Toronto, ON M5H 3K6
Tel: (416) 251-5900
margaret@osadetlaw.com

CONSENT

The parties hereto, by their respective solicitors, hereby consent to the amendment of the Application in the form as attached hereto.

The undersigned hereby certify that the parties whom they respectively represent are not under disability and that this Consent does not affect the rights of any person under disability.

Date:

POMER & BOCCIA PROFESSIONAL CORPORATION

Per:

 David Pomer, solicitor for the Applicant

Date:

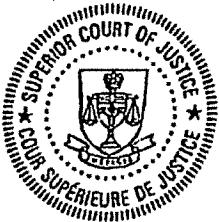
MARGARET OSADET

 Solicitor for the Respondent

CONSENT

(Page 2)

Court File Number
FS-22-00102481-000



Amendments relevant to Rule 11 or Rule 11.1 of the Family Law Rules

Electronically Issued
Délivré par voie électronique : 27-Jan-2022
Brampton

Court of Justice
(Name of court)

at 775 Hurontario Street, Brampton ON L6W 4T1
Court office address

ONTARIO

Court File Number

Form 8: Application (General)

AMENDED

Applicant(s)

Full legal name Serafina Ferrante
Address 33 Country Stroll Crescent
Bolton, ON L7B 2H3
Phone & fax Tel: (647) 615-4370
Email serafinaferrante@gmail.com

Applicant(s) Lawyer

Name David Pomer
Pomer & Boccia Professional
Corporation
Address 212 - 4000 Steeles Ave. W.
Woodbridge, ON L4L 4V9
Phone & fax Tel: (416) 213-7450 ext. 2301
Fax: (905) 850-8086
Email david.pomer@pomerandboccia.com

Respondent(s)

Full legal name Rino Ferrante
Address 58 Harvest Moon Drive
Bolton, ON L7E 2L2
Phone & fax Tel: (647) 992-6874
Email rferrante@rogers.com

Respondent(s) Lawyer

Name Self Represented
Address
Phone & fax
Email

TO THE RESPONDENT(S):

A COURT CASE HAS BEEN STARTED AGAINST YOU IN THIS COURT. THE DETAILS ARE SET OUT ON THE ATTACHED PAGES

- THE FIRST COURT DATE IS (date) AT a.m. p.m. or as soon as possible after that time, at: (address)
775 Hurontario Street, Brampton ON L6W 4T1

NOTE: If this is a divorce case, no date will be set unless an Answer is filed. If you have also been served with a notice of motion, there may be an earlier court date and you or your lawyer should come to court for the motion.

- THIS CASE IS ON THE FAST TRACK OF THE CASE MANAGEMENT SYSTEM. A case management Judge will be assigned by the time this case first comes before a Judge.
- THIS CASE IS ON THE STANDARD TRACK OF THE CASE MANAGEMENT SYSTEM. No court date has been set for this case but, if you have been served with a notice of motion, it has a court date and you or your lawyer should come to court for the motion. A case management Judge will not be assigned until one of the parties asks the clerk of the court to schedule a case conference or until a motion is scheduled, whichever comes first.

IF, AFTER 365 DAYS, THE CASE HAS NOT BEEN SCHEDULED FOR TRIAL, the clerk of the court will send out a warning that the case will be dismissed within 60 days unless the parties file proof that the case has been settled or one of the parties asks for a case or a settlement conference.

IF YOU WANT TO OPPOSE ANY CLAIM IN THIS CASE, you or your lawyer must prepare an Answer (Form 10 - a blank copy should be attached), serve a copy on the applicant(s) and file a copy in the court office with an Affidavit of Service (Form 6B). YOU HAVE ONLY 30 DAYS AFTER THIS APPLICATION IS SERVED ON YOU (60 DAYS IF THIS APPLICATION IS SERVED ON YOU OUTSIDE CANADA OR THE UNITED STATES) TO SERVE AND FILE AN ANSWER. IF YOU DO NOT, THE CASE WILL GO AHEAD WITHOUT YOU AND THE COURT MAY MAKE AN ORDER AND ENFORCE IT AGAINST YOU.

Form 8: Application (General)

(Page 2)

Court File Number

Check the box of the paragraph that applies to your case

- This case includes a claim for support. It does not include a claim for property or exclusive possession of the matrimonial home and its contents. You MUST fill out a Financial Statement (Form 13 - a blank copy attached), serve a copy on the applicant(s) and file a copy in the court office with an Affidavit of Service even if you do not answer this case.
- This case includes a claim for property or exclusive possession of the matrimonial home and its contents. You MUST fill out a Financial Statement (Form 13.1 - a blank copy attached), serve a copy on the applicant(s) and file a copy in the court office with an Affidavit of Service even if you do not answer this case.

IF YOU WANT TO MAKE A CLAIM OF YOUR OWN, you or your lawyer must fill out the claim portion in the Answer, serve a copy on the applicant(s) and file a copy in the court office with an Affidavit of Service.

- If you want to make a claim for support but do not want to make a claim for property or exclusive possession of the matrimonial home and its contents, you MUST fill out a Financial Statement (Form 13), serve a copy on the applicant(s) and file a copy in the court office.
- However, if your only claim for support is for child support in the table amount specified under the Child Support Guidelines, you do not need to fill out, serve or file a Financial Statement.
- If you want to make a claim for property or exclusive possession of the matrimonial home and its contents, whether or not it includes a claim for support, you MUST fill out a Financial Statement (Form 13.1, not Form 13), serve a copy on the applicant(s), and file a copy in the court office.

You can file documents in person at a courthouse or online by visiting www.Ontario.ca/familyclaims.

YOU SHOULD GET LEGAL ADVICE ABOUT THIS CASE RIGHT AWAY. If you cannot afford a lawyer, you may be able to get help from your local Legal Aid Ontario office. (See your telephone directory under **LEGAL AID**.)

Date of issue

Clerk of the court

Form 8: Application (General)

(Page 3)

Court File Number

FAMILY HISTORY

APPLICANT: Age: 42

Birthdate: (d, m, y) 9 Feb 1979

Resident in (municipality & province) Regional Municipality of Peel, Ontario since (date) 2019

First name on the day before the marriage date: Serafina

Last name on the day before the marriage date: Barberio

Gender on the day before the marriage date:

Male Female Another gender

Divorced before? No Yes (Place and date of previous divorce)

RESPONDENT: Age: 43

Birthdate: (d, m, y) 18 Aug 1978

Resident in (municipality & province) Regional Municipality of Peel, Ontario since (date) 2000

First name on the day before the marriage date: Rino

Last name on the day before the marriage date: Ferrante

Gender on the day before the marriage date:

Male Female Another gender Gender information not available

Divorced before? No Yes (Place and date of previous divorce)

RELATIONSHIP DATES

Married on (date) 18 Aug 2001

Started living together on (date) 1 Apr 2001

Separated on (date) 1 Sep 2019

Never lived together Still living together

THE CHILD(REN): List all children involved in this case, even if no claim is made for these children.

Full Legal Name	Age	Birthdate (d, m, y)	Resident in (municipality & province)	Now living with (name of person and relationship to child)
Matteo Ferrante	19	27 May 2002	Bolton, ON	Serafina
Luca Ferrante	16	22 Oct 2005	Bolton, ON	Serafina

Form 8: Application (General)

(Page 4)

Court File Number

PREVIOUS CASES OR AGREEMENTS

Have the parties or the children been in a court case before?

No Yes

Have the parties made a written agreement dealing with any matter involved in this case?

No Yes (Give date of agreement. Indicate which of its items are in dispute.)

Has a Notice of Calculation and/or a Notice of Recalculation been issued by the online Child Support Service in this case?

No Yes (Give date(s) of Notice(s) of Calculation or Recalculation.)

If yes, are you asking the court to make an order for a child support that is different from the amount set out in the Notice?

No Yes (Provide an explanation.)

Have the parties arbitrated or agreed to arbitrate any matter involved in this case?

No Yes (Give date of agreement and family arbitration award, if any.)

CLAIM BY APPLICANT**I ASK THE COURT FOR THE FOLLOWING:** (*Claims below include claims for temporary orders.*)

Claims under the <i>Divorce Act</i> <i>(Check boxes in this column only if you are asking for a divorce and your case is in the Superior Court of Justice or Family Court of the Superior Court of Justice.)</i>	Claims under the <i>Family Law Act</i> or <i>Children's Law Reform Act</i>	Claims relating to property <i>(Check boxes in this column only if your case is in the Superior Court of Justice or Family Court of the Superior Court of Justice.)</i>
<p>00 <input checked="" type="checkbox"/> a divorce</p> <p>01 <input type="checkbox"/> support for me</p> <p>02 <input checked="" type="checkbox"/> support for child(ren) - table amount</p> <p>03 <input type="checkbox"/> support for child(ren) - other than table amount</p> <p>04 <input checked="" type="checkbox"/> decision-making responsibility for child(ren)</p> <p>05 <input checked="" type="checkbox"/> parenting time with child(ren)</p> <p>06 <input type="checkbox"/> contact with child(ren) (<i>this requires court leave</i>)</p>	<p>10 <input type="checkbox"/> support for me</p> <p>11 <input checked="" type="checkbox"/> support for child(ren) - table amount</p> <p>12 <input type="checkbox"/> support for child(ren) - other than table amount</p> <p>13 <input checked="" type="checkbox"/> decision-making responsibility for child(ren)</p> <p>14 <input checked="" type="checkbox"/> parenting time with child(ren)</p> <p>15 <input type="checkbox"/> restraining/non-harassment order</p> <p>16 <input type="checkbox"/> indexing spousal support</p> <p>17 <input type="checkbox"/> declaration of parentage</p> <p>18 <input type="checkbox"/> guardianship over child's property</p> <p>19 <input type="checkbox"/> contact with child(ren) (<i>this does not require court leave</i>)</p>	<p>20 <input checked="" type="checkbox"/> equalization of net family properties</p> <p>21 <input type="checkbox"/> exclusive possession of matrimonial home</p> <p>22 <input type="checkbox"/> exclusive possession of contents of matrimonial home</p> <p>23 <input checked="" type="checkbox"/> freezing assets</p> <p>24 <input checked="" type="checkbox"/> sale of family property</p>
<p>30 <input checked="" type="checkbox"/> costs</p> <p>31 <input type="checkbox"/> annulment of marriage</p> <p>32 <input checked="" type="checkbox"/> prejudgment interest</p> <p>33 <input type="checkbox"/> claims relating to a family arbitration</p>	<p>50 <input checked="" type="checkbox"/> Other <i>(Specify)</i></p> <p>life insurance to secure support; occupational rent for matrimonial home, Separation Agreement</p>	

Give details of the order that you want the court to make. (*Include any amounts of support (if known) and the names of the children for whom you are claiming decision-making responsibility, parenting time, or contact in this case.*)

Divorce

1. A divorce pursuant to the *Divorce Act*.

Decision-Making Responsibility & Parenting Time

2. A temporary and final Order that the Applicant have sole decision-making responsibility of the children, namely, Matteo Ferrante, born May 27, 2002 and Luca Ferrante, born October 22, 2005, and be responsible for significant decisions about the children's well-being, including health, education, culture, language, religion and significant extra-curricular activities, pursuant to section 16 of the *Divorce Act*, R.S.C. 1985, c.3, with their primary residence with the Applicant Mother.

3. A temporary and final Order that the Respondent have parenting time with the children every Sunday for two to three hours, or pursuant to the children's wishes.

Child Support & Section 7 Expenses

4. A temporary and final Order that the Respondent pay child support in the amount of \$989.00 per month for one child, namely, Luca Ferrante, born October 22, 2005, until the child attains his first post-secondary degree, pursuant to an annual income of at least \$110,000.00, in accordance with section 15 of the *Divorce Act*, R.S.C. 1985, c.3 and pursuant to *Child Support Guidelines*.
5. An Order that the Respondent pay arrears of child support from the date of separation, being September 1, 2019, giving credit to the Respondent for any child support paid and the amount owing to the Applicant be taken from the Respondent's share of net proceeds of the sale of the matrimonial home.
6. An interim and final Order that the Applicant and Respondent pay their proportionate share of section 7 expenses pursuant to the party's respective incomes. For clarity purposes, the Applicant's share is 42.6% and the Respondent's share is 57.4%.
7. With respect to post-secondary education, an Order that the Applicant and Respondent pay their proportionate share of each child's post-secondary expenses, including but not limited to, tuition, residency, books, meals and transportation and having regard to any reasonable contribution by the child through summer employment, or any OSAP loans, bursaries, subsidies or scholarships available to the child.

Medical/Dental/Extended Health Benefits

8. An interim and final Order that the Respondent maintain medical/dental/extended health benefits for the children through his employment and any medical/dental expenses not covered by the Respondent's health insurance, shall be paid proportionate to their respective incomes.
9. In the event the Respondent no longer has medical health benefits through his employment, an Order that the Respondent obtain private medical/dental health benefits and name the children as beneficiaries.

Life Insurance

10. An Order that the Respondent continue to maintain a policy of life with Prime America to secure his obligations for child support and designate the Applicant as irrevocable beneficiary. In the event the policy or the full amount of the policy is not in force on the Respondent's death, that there be a lien and first

charge against the Respondent's estate for the full amount of the policy proceeds and that all rights and remedies of the Applicant are preserved.

Matrimonial Home

11. An Order for the partition and sale of the matrimonial home, municipally known as 58 Harvest Moon Drive, Bolton, Ontario, L7E 2L2 and the proceeds divided equally after all mortgages, outstanding taxes, utilities and real estate commissions have been paid and less any other deductions from each party's share have been paid as set out herein, pursuant to section 10 of the *Family Law Act*, R.S.O, 1990 c.F3 and the *Partition and Sale Act*, R.S.O. 1990, c.P.4.

Occupational Rent

12. An Order that the Respondent pay the Applicant occupational rent in the amount of \$2,500.00 per month retroactive to September 1, 2019 until the date of the sale of the matrimonial home and this amount be taken from the Respondent's share of the sale proceeds of the matrimonial home.

Freezing of Assets

13. A Preservation and Non-Depletion Order of any property and assets, including but not limited, to any businesses, property, bank accounts that the Respondent has a direct or indirect interest, pursuant to sections 12 and 40 of the *Family Law Act*, R.S.O 1990, c.F.3.

Other

14. An Order that the Separation Agreement entered into by the parties is null and void and not enforceable due to the following:
- the Respondent has breached the Separation Agreement and in addition the Separation Agreement was executed under duress and undue influence;
 - there was no proper independent legal advice;
 - there was no proper financial disclosure, including assets, liabilities and income;
 - there was substantial misrepresentation as to the major asset by the Respondent as of the date of separation;
 - the Respondent has further breached the Separation Agreement making the Separation Agreement null and void as the Respondent has not paid proper child support pursuant to the *Child Support Guidelines* and has misrepresented to the Applicant that he would be giving the Applicant's one-half share to the Applicant's children.
 - the Applicant relies on section 56(1) to (4) of the *Family Law Act*.

- Amendments pursuant to Rule 11(2)(c) Family Law Rules
15. An Order that the Separation Agreement be deemed null and void as the Respondent continually asks for half the penalty to discharge the mortgage being in the amount of approximately \$30,000.00
 16. An Order that there will be no further extension of the mortgage beyond the current extension allowed by Justice Barnes and that any extension will require the signature of the Applicant for any further extensions.

Equalization of Net Family Property

17. An unequalization of net family property in favour of the Applicant, pursuant to sections 5, 7, 9 and 14 of the *Family Law Act*.

Costs

18. Costs on a substantial indemnity basis with applicable taxes.

Interest

19. Prejudgment and Postjudgment interest in accordance with the *Courts of Justice Act*.
20. Such further and other relief as this Honourable Court may deem just.

IMPORTANT FACTS SUPPORTING MY CLAIM FOR DIVORCE

- Separation:** The spouses have lived separate and apart since (date) 3 Sep 2019 and
- have not lived together again since that date in an unsuccessful attempt to reconcile.
- have lived together again during the following period(s) in an unsuccessful attempt to reconcile: (Give dates.)
- Adultery:** The respondent has committed adultery. (Give details. It is not necessary to name any other person involved but, if you do name the other person, then you must serve this application on the other person.)
- Cruelty:** The respondent has treated the applicant with physical or mental cruelty of such a kind as to make continued cohabitation intolerable. (Give details.)

IMPORTANT FACTS SUPPORTING MY OTHER CLAIM(S)

(Set out below the facts that form the legal basis for your other claim(s).)

Background

1. The Applicant Respondent were married on August 18, 2001 and separated on September 1, 2019. There are two children of the marriage, namely, Matteo Ferrante, born May 27, 2002 (19 years old) and Luca Ferrante, born October 22, 2005 (16 years old).

2. The child, Matteo left school after Grade 12 and has been working full-time. Luca continues to be in school on a full-time basis.
3. The Applicant is creative director for Veg-Pak Produce Ltd. and the Respondent is a machine operator for Turbo Contracting Ltd.
4. The Respondent resides with his girlfriend at the matrimonial home and rents out the basement to his sister and her son.
5. The Respondent was mentally abusive to the Applicant throughout their marriage, causing her severe emotional stress and the result of her leaving the matrimonial home afraid for her safety.
6. The Applicant and Respondent do not communicate as the Applicant continues to fear the Respondent.

Sole Decision-Making Responsibility & Parenting Time

7. The children reside with the Applicant on a full-time basis. Matteo is working full-time and Luca is in high school.
8. The Applicant has been the children's primary caregiver since birth and continues to provide for their everyday needs and decision-making when it's necessary.
9. The Applicant is satisfied with parenting time by the Respondent every Sunday for a few hours, or pursuant to the children's wishes as they are old enough to decide access with their father.

Child Support

10. The Respondent has been paying \$250.00 per month for the last two years as child support. The Respondent calculated \$290.00 for support less \$40.00 for life insurance premiums.
11. As Matteo is working full-time, the Applicant is seeking child support for Luca pursuant to an annual income of the Respondent of not less than \$110,000.00.
12. In addition, the Applicant is seeking arrears of child support from the date of separation until a determination of the court, giving credit to the Respondent for any monies paid towards child support.

- Amended to June 11 or the Family Law Rules
13. In the event Luca attends post-secondary education, the Applicant is seeking contributions pursuant to the parties' respective incomes and giving consideration to any reasonable contribution by the child

Matrimonial Home - 58 Harvest Moon Drive, Bolton

14. The Applicant and Respondent own the matrimonial home jointly.
15. The parties moved into the matrimonial home on April 1, 2002.
16. The Applicant left the matrimonial home as a result of the abusive behaviour of the Respondent.
17. At the time of the breakdown of the marriage, the Respondent left the matrimonial home on September 3, 2019 to live at his trailer at Albion Hills until the Applicant left the home on October 3, 2019, when the Respondent returned to the home.
18. At the time the Applicant left the matrimonial home, she was forced to agree to certain terms and conditions by the Respondent. She was emotionally distraught from the abusive behaviour of the Respondent and left the home.
19. The Respondent began living with his girlfriend in the matrimonial home as of December, 2020. He has had the benefit of living in a fully furnished home and the Applicant is seeking occupational rent in the amount of approximately \$2,500.00/month retroactive to September 1, 2019.
20. The Respondent rents out the basement to his sister and her son for \$850.00 per month. The basement is fully furnished with a bedroom, washroom, fridge, stove, washer and dryer.
21. The Applicant has not seen any of the rental income or been paid at least one-half of the monthly income. It seems the Respondent is keeping the rental income for himself.
22. The Respondent's sister loaned the Applicant and Respondent \$60,000.00 for renovations to the home. As collateral/payment towards the loan, the Respondent's sister held the Applicant's engagement ring, gold bracelet and Pandora bracelet. When the Applicant left the matrimonial home there was a balance owing to the Respondent's sister of \$20,000.00.
23. The Applicant relies on paragraphs 1 - 26 of the Applicant's Reply

24. The Applicant is seeking to have the matrimonial home sold. Any encumbrances shall be paid at the time of the sale and then the balance of proceeds divided and from the Respondent's share, any deductions for arrears of child support and occupational rent.

Life Insurance

25. The Applicant and Respondent have life insurance policies with Prime America and the parties shall continue to contribute to the policies.
26. The Respondent shall be responsible to ensure that his policy of life remains in force to secure his child support obligations. In the event the policy or the full amount of the policy is not in force on the Respondent's death, there shall be a lien and first charge against the Respondent's estate for the full amount of the policy proceeds and that all rights and remedies of the Applicant are preserved.

APPLICANT'S CERTIFICATE

(Your lawyer, if you are represented, must complete the Lawyer's Certificate below.)

Sections 7.1 to 7.5 of the *Divorce Act* and section 33.1 of the *Children's Law Reform Act* require you and the other party to:

- Exercise your decision-making responsibility, parenting time, or contact with a child in a manner that is consistent with the child's best interests;
- Protect the child from conflict arising from this case, to the best of your ability;
- Try to resolve your family law issues by using out-of-court dispute resolution options, if it is appropriate in your case (for more information on dispute resolution options available to you, including court connected mediation, you can visit the Ministry of the Attorney General's website or www.stepsjustice.ca);
- Provide complete, accurate, and up-to-date information in this case; and
- Comply with any orders made in this case.

I certify that I am aware of these duties under the *Divorce Act* and the *Children's Law Reform Act*.

January 22, 2022

Date of signature

[Signature]

Applicant's signature

LAWYER'S CERTIFICATE

My name is: David Pomer

and I am the applicant's lawyer in this case. I certify that I have complied with the requirements of section 7.7 of the *Divorce Act* and section 33.2 of the *Children's Law Reform Act* regarding reconciliation and the duty to discuss and inform.

January 22, 2022

Date of signature

[Signature]

Lawyer's signature

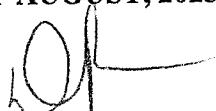


For information on accessibility of court services for people with disability-related needs, contact:



Telephone: 416-326-2220 / 1-800-518-7901 TTY: 416-326-4012 / 1-877-425-0575

THIS IS EXHIBIT "H"
REFERRED TO IN THE AFFIDAVIT
OF SERAFINA FERRANTE
SWORN THIS 16 DAY OF AUGUST, 2023



A Commissioner, etc.

DAVID MICHAEL POMER
Barrister & Solicitor

Lisa Corlevic

From: Margaret Osadet <margaret@osadetlaw.com>
Sent: Monday, April 25, 2022 11:16 AM
To: Lisa Corlevic
Subject: Re: Ferrante v. Ferrante

Hi Lisa,

I hope you are doing well and enjoyed the weekend.

I will take a look at this and go over it with my client, but that will not be until later this week, at the earliest.

Thanks in advance.

Sincerely,

Margaret Osadet
Barrister & Solicitor
Suite 414, 100 Richmond Street West
Toronto, ON M5H 3K6

Tel: 416-251-5900

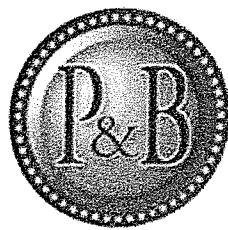
From: Lisa Corlevic <lisa@pomerandboccia.com>
Sent: Monday, April 25, 2022 11:13 AM
To: Margaret Osadet <margaret@osadetlaw.com>
Subject: Ferrante v. Ferrante

Dear Ms. Osadet:

Attached please find Amended Application and Consent to amend the Application for your consideration.

Kind Regards,

Lisa Corlevic
Senior Legal Assistant



POMER & BOCCIA
PROFESSIONAL CORPORATION

BARRISTERS AND SOLICITORS

Pomer & Boccia Professional Corporation
4000 Steeles Avenue West, Suite 212
Woodbridge, Ontario, L4L 4V9
Tel: (416) 213-7450 x. 2306 or Direct Line: (905) 663-1453
Fax: (905) 850-8086

RECOGNIZANCE OF BAIL / ENGAGEMENT DE CAUTION

ENTERED INTO BEFORE A JUDGE OR JUSTICE OF THE PEACE / CONTRACTÉ DEVANT UN JUGE OU UN JUGE DE PAIX
 CANADA
 PROVINCE OF ONTARIO
 PROVINCE DE L'ONTARIO
 Central West
 (Region / Région)

BE IT REMEMBERED that on this day the persons named in the following schedule personally came before me and severally acknowledged themselves to owe to Her Majesty the Queen the several amounts set opposite their respective names, namely,

SACHEZ QUE, ce jour, les personnes nommées dans la liste qui suit ont personnellement comparu devant moi et ont chacune reconnu devoir à Sa Majesté la Reine les diverses sommes indiquées en regard de leurs noms respectifs, à savoir:

Form / Formule 32
 Sections / Articles 493, 550, 679,
 706, 707, 810, 810.1 and 1^e 817
 of the Criminal Code / du Code criminel
 0611-998-19-939,
 0611-998-19-940,
 0611-998-19-977

(Case/File No. / N° du cas/dossier)
 TOTAL AMOUNT MONTANT CASH ESPÈCES
 \$ 10,000.00 \$ without deposit

ACCUSED / PRÉVENU	NAME / NOM	DATE OF BIRTH / DATE DE NAISSANCE	OCCUPATION / PROFESSION
Rino FERRANTE		1978/08/18	
Address / adresse	10 Olympia Gate, Woodbridge, ON L4L5K8		
SURETY / CAUTION	Tel: 647-992-6874 Francesca Ferrante	1947/03/02	\$ 10,000.00 \$
Address / adresse	10 Olympia Gate, Woodbridge, ON L4L5K8		
	Tel: 905-851-5894		

to be made and levied of their several goods and chattels, lands and tenements, respectively, to the use of Her Majesty the Queen, if the said accused fails in any of the conditions hereunder written.
 lesdites sommes devant être prélevées sur leurs biens et effets, terres et ténements, respectivement, pour l'usage de Sa Majesté la Reine, si ledit prévenu ne remplit pas la condition ci-après énoncée.

Taken and acknowledged before me at the Town of Orangeville
 de(du) in the Province of Ontario
 dans la province de l'Ontario
 3:25 m. *D. Florence*
 Judge/Justice of the Peace / Juge/Juge de paix
 Her Worship D. Florence

WHEREAS the said Rino FERRANTE
 ATTENDU QUE ledit (ladite) hereinafter called the accused, has been charged that
 ci-après appelé(e) le prévenu, a été inculpé(e)

he/she on or about/between the 1st day of September yr. 2019
 d'avoir, le ou vers le/entre le
 at the Town of Caledon
 à(au) de(du) unlawfully did commit the offence(s) of:
 Assault with Weapon, 167(a) CCC, FURTHER September 01, 2019 - September 02, 2019 at the Town of Caledon, Fail to Comply with
 Recognition X2, 145(5.1) CCC, FURTHER September 04, 2019 - September 11, 2019 at the Town of Caledon, Fail to Comply with
 Recognition X7, 145(3) CCC

NOW THEREFORE, the condition of this recognition is that if the accused attends

À CES CAUSES, le présent engagement est subordonné à la condition que si le prévenu est présent
 court on Thurs day, the 26th day of September yr. 2019, at 09:00 o'clock in the before noon in
 au tribunal le jour de an à heures dans la

courtroom / salle d'audience 202 at /de(du), 10 Louisa St., Orangeville
 and attends thereafter as required by the court in order to be dealt with according to law; or
 et est présent par la suite selon les exigences du tribunal, afin d'être traité selon la loi, ou

AND FURTHER, if the Accused complies with the following conditions, the said recognition is void, otherwise it stands in full force and effect
 Et qu'EN OUTRE, si le prévenu se conforme aux conditions suivantes, ledit engagement est nul mais qu'au cas contraire il a pleine force et plein effet

1. Reside with surety and abide by the rules and discipline of the home

2. Do not contact or communicate in any way either directly or indirectly, by any physical, electronic or other means, with the following: Serafina Ferrante or Michael Mcallef

EXCEPT

- in the presence of or through legal counsel

3. Do not attend at any place where you know any of the person(s) named above to live, work, go to school, frequent or any place you know the person(s) to be EXCEPT for required court appearances.

4. Do not attend within the perimeter of 99 Pillsworth Road, Bolton, Ontario.

5. Access to your children to be arranged through a mutually agreed upon third party or with a valid Family Court Order dated as today's date.

6. Do not possess
 - any weapon(s) as defined by the Criminal Code (for example, but not restricted to, a pellet gun, firearm, imitation firearm, cross-bow, prohibited or restricted weapon or device, ammunition or explosive substance or anything designed to be used intended for use to cause death or injury or to threaten or intimidate any person).

7. Do not apply for an authorization, licence or registration certificate for any weapon as defined by the Criminal Code

8. Do not attend within 500 metres of 58 Harvest Moon Drive, Bolton, Ontario, except on one occasion with a Caledon OPP officer retrieve your belongings.

DISTRIBUTION: / COPIE À(AU):

Accused / accusée Surety/caution Crown / Couronne VWAP / PVAT Police / Police Chief Firearms Officer / contrôleur des armes à feu