

Kendax vs. Carmichael
Bonaventure Court

Summary of purchases outside the norm

Cross-reference re: Disputed ownership summary

1	a	Kendax - assigned/transferred to them by 658 then BO defaulted	25		BSIG disputing these as outlined in May 6, 2009 proof of claim	25	
	b	Kendax - bought from 658 after BO allegedly defaulted	4	29	BSIG disputing these as outlined in May 6, 2009 proof of claim & in addition Jean-Baptiste disputing a unit as being an improper default	4	29
2	a	658 - bought from BO's from Properties trust funds	5		BSIG disputing these as outlined in May 6, 2009 proof of claim	5	
	b	658 - BO allegedly defaulted - notice prior to JT appointment	4		BSIG disputing these as outlined in May 6, 2009 proof of claim	4	
	c	658 - BO allegedly defaulted - notice subseq. to JT appointment	9	18	BSIG disputing these as outlined in May 6, 2009 proof of claim & also 6 units being disputed by BO's as improper default (3 others not locatable)	9	18
3		BO's whom 658 "sold" units to for cash/settlement of debts without notes					
	a	Khatchaturian (settled for other debts in 1996)	1				
	b	Willmot (settled for \$36K cash in 2001)	1	2			
4		BO's whose notes were assigned to Kendax and thereafter BO allegedly defaulted and Kendax claimed ownership but since then Kendax has claimed only debt interest					
	a	Duke units	9				
	b	Kiperchuk units	5	14			
5		BO's whose purchase circumstances are peculiar and lack clear lineage matching records available to JT					
	a	DeCunha (ex-wife of Don Carmichael)	0.5				
	b	Porasznik (friend of Ms. DeCunha)	0.5				
	c	Warr, Rasa (\$10 purchase from Ian Dunn in 2004)	1	2			
6		BO's who purchased unit for amounts outside the standard contract					
		Kiari Investments Inc (Warr, Wayne)		5			
		(varied re: commissions on sales owed)					
				70			47

Bonaventure Court
Units with purchase circumstances outside the norm
Aside from Applicants and Respondents units (up to 29 and 18 respectively)

Unit	Owner	Circumstances
90	DeCunha, Dawn (1/2 interest); Potasznik, Harry (1/2 interest)	DeCunha - Don Carmichael's ex-wife - POC is vague with no payment details provided. June-1991 UPA provided with Promissory Notes struck-out. Potasznik - Friend of Dawn DeCunha - same circumstances with POC, but also provided Sep-89 money order to Winchester Properties for \$16,170 as payment, but amount does not correlate to anything in UPA.
42, 50, 75, 141, 155, 171, 180, 185, 194	Duke, Dr. Ron	Kendax sold to Duke in 1992/3 using 658 and Kingscroft as agent, with notes assigned to Kendax. All payments by Dr. Duke were made to Kendax. His final 1996 payment included return letter from Kendax acknowledging payment in full. In 2001 Kendax claimed additional amounts were owed by Dr. Duke. Kendax claimed units in 2003 during period of Judicial Trusteeship, but relinquished thereafter in favor of debt claim in 2004.
103	Khatchatourian, Vartan	Unit provided by Respondents in 1996 as settlement for 23.5K debt owed to him, based on estimated equity in unit at time per Kingscroft letter included with POC. UPA lists 23K of equity.
79, 131, 162, 175, 178	Kiiri Investments Ltd.	Principal (Wayne Warr) was one of Joyce Kendall's main salesperson for units. Payment details for FSA in POC differ from UPA (re: commissions)
3, 44, 64, 74, 137	Kiperchuk, Estate of David	Had been claimed in 2003 by both Respondents and Applicant and in 2006 by BSIG on behalf of estate. All such claims have been removed. Partial payments claimed to have been made by former counsel for estate but no proof provided. Kendax registered writ of 297K against estate in 2006 for non-payment of notes assigned by 658/Kingscroft. CRA may also have claim against estate per former counsel.
124	Warr, Rasa	Sold by Ian Dunn in 2004 for \$10 in documents provided to JT by Ms. Warr (wife of Wayne Warr - see Kiiri above). The \$31,365 note O/S per 1994 Kingscroft records was shown on the POC submitted by Ms. Warr as being paid in 1989 or 1990. No contact able to be made with Mr. Dunn by JT. Ms. Warr unable to provide evidence of note repayment.
94	Willmot, R. Stewart	Claims to be July 5, 2001 purchase from Kingscroft for 36K without UPA being available. Cancelled cheque for 36K provided. Claims remainder of documents were provided to Kendax in 2002 for purposes of these proceedings and never returned to him. Is also a unit-owner of a purchase under "standard" UPA.