

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**LUBLIN FINANCIAL CORPORATION**

**Plaintiff**

**and**

**ESTHER OSTFELD**

**Defendant**

**AFFIDAVIT OF RONALD RUTMAN**

I, Ronald C. Rutman, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY:**

1. I am the Principal of Lublin Financial Corporation (“Lublin”), the Plaintiff in this matter. As such, I have knowledge of the matters to which I hereinafter depose. To the extent I have relied on information from others, I have stated the source of the information, and believe it to be true.

2. I have reviewed the affidavit of Eran Ostfeld sworn June 23, 2014 (“Ostfeld affidavit”). This affidavit has been prepared on short notice, in response to Mr. Ostfeld’s affidavit.

**The Claim**

3. In February 2011, Lublin commenced proceedings against Esther Ostfeld (“Ms. Ostfeld”) with respect to a mortgage dated August 28, 2008 between Esther Ostfeld as mortgagor and Lublin

as mortgagee (the "Ostfeld mortgage"). I attach as Exhibit "A" a copy of the Statement of Claim, which describes the property subject to the mortgage (the "Property").

4. Mr. Ostfeld's bald assertion that the Ostfeld mortgage was or is a sham is untrue.

**Background to the Mortgage Transaction**

5. At the time of the Ostfeld mortgage transaction, Lublin had advanced \$3,155,000 to companies controlled by Mr. Ostfeld, with respect to a project entitled the "Lefroy" development. Mr. Ostfeld has referenced this transaction in paragraph 2 of his affidavit.

6. By way of background, in or about late 2007, Mr. Ostfeld approached me seeking a loan for the purpose of paying amounts to his family members arising from estate litigation. Certain of Mr. Ostfeld's family members had accused him (based on forensic handwriting evidence) of falsifying or forging his uncle's will. He required funds to settle this litigation.

7. I attach as Exhibit "B" excerpts from Mr. Ostfeld's discovery in this proceeding, where he was questioned about this.

8. At the time, Mr. Ostfeld was a friend, and appealed to that friendship for financial assistance.

9. Given his circumstances, I reluctantly agreed to advance funds through Lublin.

10. Lublin loaned Mr. Ostfeld's companies \$2,855,000 (comprised of \$2,500,000 in principal and \$355,000 in prepaid interest for a year) to be secured on development properties owned by various companies controlled by Mr. Ostfeld. This transaction closed in February 2008<sup>1</sup>.

11. Subsequently, Lublin advanced Mr. Ostfeld's company an additional \$300,000 on March 27, 2008. Mr. Ostfeld told me that he needed this money to catch up on servicing requirements under a joint venture agreement. This advance became part of the transaction.

12. For the purposes of this affidavit, these advances shall be collectively referenced as the "Lefroy Loans".

13. The Lefroy Loans subsequently went into default, and Lublin ultimately lost significant money on the transaction.

14. Mr. Ostfeld is currently an un-discharged bankrupt (having been placed in bankruptcy in November 2010).

#### **The Mortgage Transaction**

15. With respect to the Ostfeld mortgage transaction, this was effected by counsel for both parties.

16. Ms. Ostfeld was represented by Simon Schonblum, an experienced real estate solicitor.

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1. With respect to paragraphs 7 - 8 of his affidavit, Ostfeld has not accurately describe the interest terms of the Promissory Note. The actual interest provisions are described at paragraph 3 of the Note.

17. At no point did Mr. Schonblum ever take the position that the transaction was a "sham" or otherwise improper.
18. In his affidavit, Mr. Ostfeld disputes that a purpose of the Ostfeld mortgage transaction was to apply the proceeds to reduce the amounts owing to Lublin on the Lefroy Loans.
19. While it is correct that Mr. Ostfeld wished to prevent the CRA from selling his mother's Property to collect on outstanding taxes, Lublin's business purpose in advancing funds was essentially to improve its position with respect to the outstanding amounts owed to it, by (in practical terms) substituting (in part) the security on the Lefroy Loans (which was significantly subordinated) with security over the Property.
20. Accordingly, it was always understood, and contemporaneously documented in email correspondence, that once Lublin advanced the \$300,000 to Ms. Ostfeld's solicitor, it would receive the sum of \$300,000 as partial payment of the extant Lefroy Loans.
21. The purpose of the transaction was expressly outlined in an email correspondence between myself and Eran Ostfeld of August 15, 2008, a copy of which I attach as Exhibit "C".
22. As the email reflects, Mr. Ostfeld and I initially discussed Lublin receiving a mortgage on the Property as further security for the Lefroy Loans, in particular the advance of \$300,000 that Lublin made on March 27, 2008. However, the transaction was ultimately structured on the basis that Lublin would provide a fresh advance to Ms. Ostfeld of \$300,000, and the March 27, 2008 advance to Eran Holdings Limited of \$300,000 would be repaid. As reflected in the email, I indicated to Mr. Ostfeld that he would repay the March 27, 2008 loan and that I would advance a

fresh amount to his mother taking the Ostfeld mortgage as security. I also indicated that his mother would require independent legal advice.

23. Subsequently, the solicitor acting for Lublin in the transaction, Joe Fried, exchanged email correspondence with Ms. Ostfeld's counsel, Simon Schonblum, confirming that the funds of \$300,000 would go back to pay the unsecured loan to Lublin of the same amount. A copy of this email exchange is attached as Exhibit "D". Although Mr. Fried referenced an "unsecured loan" to Lublin, the loan in question was the \$300,000 advanced on March 27, 2008 as part of the Lefroy Loans (which although secured was subordinated to other lenders).

24. With respect to paragraph 9 of the Ostfeld affidavit, while I was not privy to Mr. Ostfeld's discussions with his mother, she was (to my understanding) at all times represented by independent legal counsel, Mr. Schonblum.

25. As has now been disclosed, Mr. Schonblum provided a reporting letter to Ms. Ostfeld of September 23, 2008, which is Exhibit "E" to the Ostfeld affidavit.

26. Nowhere in this letter does Mr. Schonblum provide advice to the effect that the Ostfeld mortgage is a sham or is somehow improper.

**Response to Request for Inspection of "Original Records of Fez and/or Lublin"**

27. With respect to paragraphs 11-12 of Ostfeld Affidavit and the request made on this motion for inspection of the records of Fez or Lublin, I have already advised, on discovery, that the transactions involving the Lefroy Loans and the Ostfeld mortgage were accounted for in a related company called Fez Financial Corporation ("Fez").

28. The accounting records of Fez and Lublin are maintained electronically, on software contained on the server of Zeifmans LLP, an accounting firm of which I am a partner. The user inputs information or data into electronically maintained sub-ledgers, which the software then uses to create the general ledger and trial balance. The working papers are also electronic. The records are not maintained in hard copy. Accordingly, a so-called "inspection" of the original records of Fez with respect to these mortgages would entail an inspection of the files maintained on the computer systems of Zeifmans LLP, a professional accounting firm which is not a party to this proceeding.

29. Further, the accounting records of Fez and Lublin (including the disbursement and receipt journal) contain references to numerous transactions that have nothing to do with the Ostfeld mortgage or the Lefroy Loans, and which I would strongly object being provided to the Defendant. Zeifmans' computer systems also contain confidential and sensitive information regarding the firm's clients and business matters, along with privileged correspondence with counsel.

**Response to Demand for Production of Reporting Letters and Accounts of Joe Fried**

30. With respect to the request for a "reporting letter" sent by Joe Fried to me in connection with the Ostfeld mortgage, Mr. Fried is a solicitor who was retained by Lublin to provide legal advice and assistance in connection with the Ostfeld mortgage transaction. All of my communications with Mr. Fried regarding the Ostfeld mortgage related to legal advice and legal services he was providing regarding the transaction. My communications with Mr. Fried were intended to be confidential. While, as reflected in Exhibit "C", I did forward to Mr. Ostfeld one communication with Mr. Fried regarding how the transaction should be structured (so that he could coordinate with his mother and mother's lawyer, Mr. Schonblum), I certainly intended that my

other communications with Mr. Fried regarding the Ostfeld mortgage be confidential. Lublin claims solicitor-and-client privilege over communications with Mr. Fried.

31. With respect to the demand for a "reporting letter," it is not clear to me what specifically the Defendant is requesting.

32. While I am content that Lublin provide a detailed Schedule "B" if the Defendant desires it (although the Defendant has not produced such a detailed schedule in turn and did not actually request this on discoveries), we object to the Defendant knowing the contents of my communications with Mr. Fried, which appears to be what she is seeking.

**Response to Demand for Production of Communications with Fred Tayar**

33. Fred Tayar was retained on behalf of Lublin to make a demand in connection with Mr. Ostfeld's guarantee of the Lefroy Loans in August, 2010.

34. All my communications with Mr. Tayar regarding this demand were for the purpose of obtaining his legal services on behalf of the company, including his legal advice and direction as to the appropriate means of proceeding. The communications were intended to be confidential. Lublin claims solicitor-and-client privilege over all such communications.

35. Further, although I have conceded that there is an error in the calculations put forward in Mr. Tayar's demand letter of August 9, 2010 (to the extent that it did not reference the repayment in August 2008, described above), this does not change the nature and purpose of the Ostfeld mortgage transaction, which is reflected in contemporaneous email correspondence and communications.

Request for Income Tax Records


36. Finally, with respect to the request for production of income tax records of Fez or Lublin showing that the prepaid interest on the Lefroy Loans “was declared to the CRA and in what amount,” this request simply has nothing to do with his proceeding.


37. I note that neither Mr. Ostfeld nor any of its companies have produced any financial information regarding how they accounted for the Lefroy Loans, and the repayment in August 2008.

38. On Mr. Ostfeld’s examination for discovery in this action, Mr. Teplitsky refused numerous questions regarding the Lefroy Loans transaction. I attach further excerpts of this examination as Exhibit “E”.

39. I make this affidavit in response to the Defendant’s motion for production.

AFFIRMED BEFORE ME at the City of  
Toronto, in the Province of Ontario  
on June 25....., 2014.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

  
\_\_\_\_\_  
RONALD C. RUTMAN

**Joony Kartoutlian,  
a Commissioner, etc., Province of Ontario, for  
Zeffmans Partners Inc., Trustee in Bankruptcy.  
Expires March 16, 2015.**



This is Exhibit "A" referred to in the affidavit of  
RONALD RUTMAN affirmed before me, this  
25th day of June, 2014.



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A COMMISSIONER FOR TAKING AFFIDAVITS

**Joony Karkoutlian,**  
a Commissioner, etc., Province of Ontario, for  
Zelfmans Partners Inc., Trustee in Bankruptcy.  
Expires March 16, 2015.

C-11 452316  
Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

LUBLIN FINANCIAL CORPORATION

*Plaintiff*

- and -

ESTHER OSTFELD

*Defendant*

**STATEMENT OF CLAIM**

**TO THE DEFENDANT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the plaintiff. The claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period of serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.


Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.**

If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local Legal Aid office.

IF YOU PAY THE PLAINTIFF'S CLAIM and \$2,500 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$200 for costs and have the costs assessed by the court.

Date: February 15, 2011

  
\_\_\_\_\_  
Local Registrar (in Brantford)

Address of Court Office: 393 University Avenue, 10<sup>th</sup> floor  
Toronto, Ontario  
M5G 1E6

TO: Esther Ostfeld  
3181 Bayview Avenue  
Penthouse 13  
Toronto, Ontario M2K 2Y2

## C L A I M

1. THE PLAINTIFF CLAIMS:

- a) payment of the sum of \$462,198.91 due under covenants contained in a mortgage dated August 26, 2008;
- b) payments of such further monies as may become due and owing pursuant to the covenants contained in the mortgage referred to in subparagraph 1(a) above;
- c) possession of the mortgaged premises hereinafter described;
- d) pre-judgment interest at the rate of 18% per annum, calculated monthly, not in advance on the sum of \$462,198.91 from January 31, 2011 to the date of payment or judgment;
- e) post judgment interest at the rate of 18% per annum or in the alternative pursuant to the *Courts of Justice Act*, R.S.O 1990, as amended;
- f) costs of this action on a substantial-indemnity basis; and
- g) such further and other relief as to this Honourable Court seems just.

2. The plaintiff resides in the Province of Ontario.

3. The defendant resides in the Province of Ontario.

4. The plaintiff's claim is on a mortgage dated August 26, 2008 made between the defendant as mortgagor and the plaintiff as mortgagee, which mortgage was registered as Instrument No. AT1876186 in the Land Registry Office of Toronto (No. 66) Toronto, under which mortgage the said mortgagor mortgaged the lands hereinafter described payable on demand the 26<sup>th</sup> day of August, 2008, securing the principal sum of \$300,000 and interest thereon at the rate of 18% per annum calculated monthly, not in advance as well after as before maturity and both before and after default.

5. The said mortgage provides for payment of monthly instalments of interest only of \$4,500 each on the 1st day of each month, commencing the 1st day of October, 2008. The mortgage was payable on demand.

7. The said mortgage provides that the mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be paid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses on a solicitor and client basis which may be incurred in taking, recovering and keeping possession of the said lands, and generally in any other proceeding taken in connection with or to realize the security shall be with interest at the aforesaid rate, a charge upon the said lands and any such amounts paid by the mortgagee shall be added to the debt secured and shall be payable forthwith.

10. The said mortgage provides that upon default of payment of monies thereby secured or payable, the balance of the principal and interest shall immediately become due and payable.

11. The said mortgage provides that upon default of payment of monies thereby secured or payable, the mortgagee becomes entitled to quiet possession of the mortgaged premises.

12. Demand was made on the defendant by the plaintiff on January 26, 2011. The defendant has not made the demanded payments and is accordingly in default of the mortgage. The default still continues and the plaintiff claims payment by the defendant as mortgagor of the amount due under the mortgage calculated as follows:

Principal balance as at January 31, 2011	\$300,000.00
Interest thereon at the rate of 18% per annum to February 8, 2011	163,994.91
for legal fees to date	<u>3,500.00</u>
<b>Balance Due and Owing As At February 8, 2011</b>	<b><u>\$467,494.91</u></b>

(Per Diem: \$224.50)

13. The following is a description of the mortgaged premises:

See Schedule "A"

The plaintiffs propose that this action be tried at Toronto.

✓ DATE: February 8<sup>15</sup>, 2011

**FRED TAYAR & ASSOCIATES**  
**Professional Corporation**  
Barristers and Solicitors  
Suite 900  
20 Queen Street West  
Toronto, Ontario  
M5H 3R3

Fred Tayar (23909N)  
Tel. (416) 363-1800  
Fax. (416) 363-3356  
Lawyers for the plaintiff

## SCHEDULE "A"

PIN – 12093-0384 LT

Unit 168, Level B, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836,TWP OF YORK/NORTH YORK, CITY OF TORONTO

PIN – 12093-0385 LT

Unit 169, Level B, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836,TWP OF YORK/NORTH YORK, CITY OF TORONTO

PIN – 12093-0482 LT

Unit 64, Level C, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836,TWP OF YORK/NORTH YORK, CITY OF TORONTO

PIN – 12093-0256 LT

Unit 40, Level B, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836,TWP OF YORK/NORTH YORK, CITY OF TORONTO

PIN – 12093-0253 LT

Unit 37, Level B, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836,TWP OF YORK/NORTH YORK, CITY OF TORONTO



PIN – 12093-0282 LT

Unit 66, Level B, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836, TWP OF YORK/NORTH YORK, CITY OF TORONTO

PIN – 12093-0159 LT

Unit 9, Level 10, Metro Toronto Condominium Plan No. 1093 and its appurtenant interest. The description of the condominium Property is: PT LOT 21 CON 2 EYS DES. PTS 1 & 2 ON PLAN 66R16003, S/T EASE. IN FAVOUR OF THE MUNICIPALITY OF METROPOLITAN TORONTO OVER PT 2 ON PLAN 66R16003 AS IN NY595836, TWP OF YORK/NORTH YORK, CITY OF TORONTO

Lublin Financial Corporation  
*Plaintiff*

v.

Esther Ostfeld  
*Defendant*

Court File No.

CV-11-420316

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced at Toronto

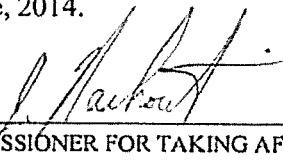
STATEMENT OF CLAIM

FRED TAYAR & ASSOCIATES  
Professional Corporation  
Barristers and Solicitors  
20 Queen St., West, 9<sup>th</sup> Floor  
Toronto, Ontario  
M5H 3R3

Fred Tayar (23909N)  
Tel. (416) 363-1800  
Fax. (416) 363-3356

Lawyers for Lublin Financial Corporation

This is Exhibit "B" referred to in the affidavit of  
RONALD RUTMAN affirmed before me, this  
25th day of June, 2014.



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A COMMISSIONER FOR TAKING AFFIDAVITS

**Joony Karkoutlian,**  
a Commissioner, etc., Province of Ontario, for  
Zeffmans Partners Inc., Trustee in Bankruptcy.  
Expires March 16, 2015.

1 A. I don't recall which date it is.

2 223 Q. You did approach Mr. Rutman to  
3 seek a loan at some point?

4 A. Oh, yeah.

5 224 Q. And at the time you approached Mr.  
6 Rutman you were seeking funds in connection with a  
7 lawsuit commenced by family members?

8 A. Yes.

9 225 Q. And that lawsuit arose from estate  
10 litigation as I understand it, correct?

11 A. Correct. But your question has to  
12 be a little bit -- I sought funds. Let me finish.  
13 You want me to --

14 226 Q. I haven't asked you a question,  
15 sir.

16 A. Okay. I thought you did. The  
17 funds were sought and the obligation was given and  
18 the registration was registered for \$5 million to  
19 take care of some estate issues, and to have  
20 working capital and funding for the big Lefroy  
21 project, and Lefroy specifically. One second. So  
22 that is correct. That was the situation.

23 227 Q. The lawsuit with your family  
24 members arose from allegations you had falsified  
25 your uncle's will, correct?

1 A. There were those allegations, yes.

2 228 Q. There was a judgment against you?

3 A. No.

4 229 Q. You had settled the litigation  
5 then I take it with your family members?

6 R/F MR. TEPLITSKY: Don't answer.

7 BY MR. SAMMON:

8 230 Q. And you needed money?

9 R/F MR. TEPLITSKY: Don't answer.

10 BY MR. SAMMON:

11 231 Q. At the time you approached Mr.  
12 Rutman all of your money was tied up in development  
13 properties which is why you needed a loan, right?

14 A. Not all, but, you know, we needed  
15 money for the estate issue and for the Lefroy  
16 project only. There was money for other things.

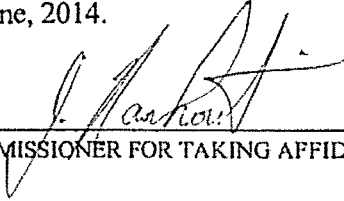
17 232 Q. Okay. But liquid funds -- you  
18 didn't have liquid funds at that time because they  
19 were otherwise tied up in your businesses which is  
20 why you needed a loan, correct?

21 R/F MR. TEPLITSKY: Don't answer that. He  
22 already told you he needed money.

23 MR. SAMMON: I'm entitled to probe the  
24 evidence, Mr. Teplitsky.

25 MR. TEPLITSKY: I don't think so.

This is Exhibit "C" referred to in the affidavit of  
RONALD RUTMAN affirmed before me, this  
25th day of June, 2014.



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A COMMISSIONER FOR TAKING AFFIDAVITS

**Joony Karkoutlian,**  
a Commissioner, etc., Province of Ontario, for  
Zelfmans Partners Inc., Trustee in Bankruptcy.  
Expires March 16, 2016.

**Ronald Rutman**

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**From:** Eran Ostfeld [eranostfeld@gmail.com]  
**Sent:** Friday, August 15, 2008 8:35 AM  
**To:** Ronald Rutman  
**Subject:** Re: Ostfeld

i undersatand ,i will speak to shimon on this today and get back to you as soon as i reach him,eran

On Fri, Aug 15, 2008 at 6:34 AM, Ronald Rutman <[rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)> wrote:  
He suggests that you repay the loan and that I advance a fresh one to your mother taking the mortgage as security. Your mother would need ILA so Shimon would have to act on her behalf.

Ronald Rutman, C.A.  
Zeifmans LLP  
Chartered Accountants  
201 Bridgeland Avenue  
Toronto, Ontario  
M6A 1Y7  
Tel: 416-256-4000  
Fax: 416-256-4003  
email: [rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)

>>> "Eran Ostfeld" <[eranostfeld@gmail.com](mailto:eranostfeld@gmail.com)> Friday, August 15, 2008 12:06 AM >>>  
ok,what do we need to do to put teeth into it?

On Thu, Aug 14, 2008 at 11:58 PM, Ronald Rutman <[rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)> wrote:

> He is afrais that it will not hold  
> -----Original Message-----  
> From: "Eran Ostfeld" <[eranostfeld@gmail.com](mailto:eranostfeld@gmail.com)>  
> To: Ronald Rutman <[Rcr@zeifmans.ca](mailto:Rcr@zeifmans.ca)>  
>  
> Sent: 8/14/2008 11:53:19 PM  
> Subject: Re: Ostfeld  
>  
> roni,what does joe mean "do another advance" and pay back the previous  
> loan,please explain,thnx,eran  
>  
> On Thu, Aug 14, 2008 at 9:48 PM, Ronald Rutman <[rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)>  
> wrote:  
>  
>> eran  
>>  
>> please discuss with shimon  
>>  
>> Ronald Rutman, C.A.  
>> Zeifmans LLP  
>> Chartered Accountants  
>> 201 Bridgeland Avenue

>> Toronto, Ontario  
>> M6A 1Y7  
>> Tel: 416-256-4000  
>> Fax: 416-256-4003  
>> email: [rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)

>>  
>>

>>>> <[jfried@mwb.ca](mailto:jfried@mwb.ca)> Thursday, August 14, 2008 5:50 PM >>>  
>> One lawyer can't act for both sides. I think you should also do another  
>> advance and pay back March loan.  
>> Sent from my BlackBerry device on the Rogers Wireless Network

>>  
>>

>> -----Original Message-----  
>> From: "Ronald Rutman" <[rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)>

>>  
>>

>> Date: Thu, 14 Aug 2008 17:27:45  
>> To: Joe Fried<[jfried@mwb.ca](mailto:jfried@mwb.ca)>  
>> Subject: Ostfeld

>>  
>>

>> On March 27/08 I issued a cheque to Eran Holdings Limited in the amount  
>> of

>> \$300,000. I am to receive a mortgage on the condo of Eran's mother as  
>> security for this loan. It is a demand loan with a rate of 18% per annum.

>>  
>>

>> The property details are 3181 Bayview Avenue, Penthouse #13.Toronto M2K  
>> 2Y2

>> Metro Toronto Condominium Plan 1093, Level 10 Unit 9,Level B Unit 37 40  
>> 66

>> 168 169. Level C Unit 64.  
>>

>> Can you please prepare the mortgage ASAP and when ready Eran will arrange  
>> to bring his mother to sign it. I would like to get it registered as soon

>> as  
>> I can.

>>  
>>

>> Thanks  
>>

>> Ronald Rutman, C.A.  
>> Zeifmans LLP

>> Chartered Accountants  
>> 201 Bridgeland Avenue

>> Toronto, Ontario  
>> M6A 1Y7

>> Tel: 416-256-4000  
>> Fax: 416-256-4003

>> email: [rrutman@zeifmans.ca](mailto:rrutman@zeifmans.ca)  
>>

>>  
>>

>>  
>>



**Ronald Rutman**

---

**From:** Eran Ostfeld [eranostfeld@gmail.com]  
**Sent:** Friday, August 15, 2008 1:19 PM  
**To:** Ronald Rutman

spoke to shimon,he can act quickly since he has the file on the property,p[lease let me know how to proceed,i am reachable on the cell,thanks,eran