

KING'S BENCH FOR SASKATCHEWAN

Citation: **2025 SKKB 184**

Date: **2025 10 29**
File No.: KBG-RG-00813-2024
Judicial Centre: Regina

BETWEEN:

LIHUI MENG and WENQING SUN

PLAINTIFFS/RESPONDENTS

- and -

PING WANG (also known as PETER WANG), QIANG WANG
(also known as GEORGE WANG), HONG WANG, 102021089
SASKATCHEWAN LTD., W&X CLEANING SERVICES LTD.,
and DING MI

DEFENDANTS/APPLICANTS

Counsel:

Khurrum R. Awan and Daniel P. Cherian
Jason M. Clayards and Katarina B. Kostiha
No one appearing

for the plaintiffs
for the individual defendants
for corporate defendants

FIAT
October 29, 2025

R.S. SMITH J.

[1] The plaintiffs in this action are Lihui Meng [Ms. Meng] and Wenqing Sun [Mr. Sun]. The individual defendants are Ping (Peter) Wang [Peter], Qiang (George) Wang [George], Hong Wang [Hong], and Ding Mi [Ding]. The corporate defendants are 102021089 Saskatchewan Ltd. and W&X Cleaning Services Ltd.

[2] The Court is met with two applications. The first is an application brought by Peter, George, Hong and Ding to vacate the Certificate of Pending Litigation [CPL], filed by the plaintiffs, registered as Interest #198874951 [CPL 951] on property

civically described as 2878 Angus Street, Regina, Saskatchewan S4S 1N8 [Regina Property] - [Application to Vacate].

[3] The second is an application by the plaintiffs to continue the interim preservation order issued by Mitchell J. on February 14, 2025, applicable to the Regina Property - [PO Application].

Background

[4] The plaintiffs and defendants have a lengthy and unfortunate history. Litigation in British Columbia arose out of allegations by the plaintiffs that the defendants defrauded and cheated them. The matter went to trial and the court issued a judgment in *Zhong Tie Enterprise Inc. v Topcorp Development Inc.*, 2024 BCSC 224 [BC Judgment].

[5] The *BC Judgment* confirmed virtually every allegation made by the plaintiffs against the defendants. The defendants were found liable for:

- (i) breach of fiduciary duty;
- (ii) fraudulent misrepresentation;
- (iii) breach of contract;
- (iv) unjust enrichment; and
- (v) conversion.

[6] The plaintiffs obtained a monetary judgment and an order that shares in two companies be transferred to them. Because of the defendants' egregious conduct, the issue arose as to "special costs" as that is defined in the *Supreme Court Civil Rules*, BC Reg 168/2009.

[7] In a second judgment, *Zhong Tie Enterprise Inc. v Topcorp Development Inc.*, 2024 BCSC 1016 at para 6 [Second BC Judgment], the plaintiffs were again successful. At paragraphs 25 and 26 of the *Second BC Judgment*, the Court notes:

[25] The defendants' reprehensible conduct began before trial. The record of pre-trial proceedings shows a pattern of behaviour in which the [*sic*] they would refuse to cooperate on routine matters—such as document disclosure and scheduling of examinations for discovery—forcing the plaintiffs to bring applications. When those applications came on for hearing, the defendants would either not appear or consent only at the hearing.

[26] Once orders were made, the defendants often failed to comply with them. Failing to disclose documents after being ordered to do so by the court supports an award for special costs:
....

[8] The special costs have yet to be finalized as they are to be taxed before the registrar in British Columbia. However the plaintiffs assert the value awarded in the *BC Judgment*, with accrued interest exceeds \$1,000,000.

[9] In the course of investigating assets to be recovered to satisfy the judgment, the plaintiffs unearthed land transfers made by Peter and George. The result of said transfers was to strip them of assets available to their creditors.

[10] The plaintiffs' statement of claim was issued on April 4, 2024, and amended April 16, 2024. It alleges that Peter and his brother, George, transferred the Regina Property to Peter's former spouse, Ding, and that these transfers were fraudulent conveyances and made without consideration, contrary to the *Fraudulent Conveyances Act*, 1571 (UK), 13 Eliz 1, c 5 [*Statute of Elizabeth*] [Claim]. In the Claim, the plaintiffs seek, *inter alia*, the following declarations:

- (a) the Regina Property transfers were fraudulent conveyances;
 - (b) the transferee(s) hold the Regina Property in trust for Peter and George;
- and

- (c) the plaintiffs are entitled to their remedies at law as judgment creditors of Peter as if Peter still had the legal and beneficial ownership of the Regina Property to the same extent he did prior to the transfers.

[11] After issuing the Claim, the plaintiffs registered CPL 951. In response, the defendants filed a statement of defence on June 14, 2024, denying the alleged fraudulent conveyances. On February 3, 2025, the defendants filed the application to vacate.

[12] In February 2025, the plaintiffs took a second arrow from the creditors' quiver and obtained, Without Notice, a preservation order respecting the Regina Property. The matter went to argument and there was considerable interlocutory skirmishing over what should properly be before the Court. In the end result, the preservation order remained but the application before this Court is whether it should be continued.

Application to Vacate

Position of the Parties

[13] The individual defendants take the position that, where the pleadings fail to call into question the title to or an interest in the land, a CPL should be vacated. To support this proposition, they rely on, *inter alia*, *Fisher v Campbell Custom Homes Ltd.*, 2007 SKCA 109 at para 1, and *Houk v Daniels Investments Saskatoon Ltd.*, 2016 SKCA 147 at para 14, 5 CPC (8th) 272.

[14] They assert that the plaintiffs' pleadings do not ask that the plaintiffs be vested with registered ownership in the Regina Property. Instead they merely assert that the Regina Property should be placed in the name of Peter and George, thus opening the gates for the plaintiffs to proceed to recover the Regina Property from those defendants in order to satisfy the *BC Judgment*.

[15] The defendants assert that the plaintiffs' ability to seek judgment enforcement does not create an interest in the Regina Property.

[16] Naturally, the plaintiffs view the matter differently. They assert that an application requesting the nullification of a transfer of title due to a fraudulent preference is an action which brings into question title to the land, thereby entitling the plaintiffs to file a CPL; they rely on *Royal Bank of Canada v Roles* (1989), 76 Sask R 191 (QB) at para 7.

[17] They assert that, where an action is brought pursuant to the *Statute of Elizabeth*, they are in effect stating that the title to the land was acquired fraudulently, thereby bringing into question the title of the land. For this proposition they rely on *Canadian Imperial Bank of Commerce v Ramsay*, [1973] 5 WWR 751 (QL) (Sask QB) at para 3 [*Ramsay*] and *Lubs v Ahmad*, 2005 SKCA 125 at para 10, 275 Sask R 108 [*Lubs*]. Accordingly, the plaintiffs reason that the individual defendants' Application to Vacate should be dismissed.

Germane Rule

[18] *The King's Bench Act*, SS 2023, c 28 [*KBA*], at ss 9-2 and 9-3, addresses the filing and vacating of a CPL, which repeats the wording of its predecessor, on which much of the jurisprudence is based, *The Queen's Bench Act*, 1998, SS 1998, c Q-1.01 (rep), at ss 46 and 47.

[19] The *KBA* provides that:

Certificate of pending litigation

9-2(1) Commencing an action or matter in which any title to or interest in land is brought in question is not deemed to be notice of the action or matter to any person who is not a party to it until an interest based on a certificate of pending litigation, accompanied by a certificate of pending litigation signed by the local registrar, is registered in the Land Titles Registry.

(2) A certificate of pending litigation must:

(a) certify that some title or interest in land is called in question by an action or matter pending in the court; and

(b) describe the land and the parties to the action or matter.

...

Vacating certificate of pending litigation

9-3(1) A judge may make an order vacating a certificate of pending litigation:

(a) if the plaintiff or other party at whose instance the certificate was issued does not proceed with the action or matter in good faith;

(b) if the plaintiff's claim is not solely to recover land or an interest in land, but to recover money or money's worth:

(i) that is chargeable on or payable out of land or some interest in land; or

(ii) for the payment of which the plaintiff claims that the land or the interest in land ought to be subjected;

(c) if the plaintiff claims land or an interest in land and, in the alternative, damages or compensation in money or money's worth; or

(d) on any other ground that the judge considers appropriate.

...

[Emphasis added]

Analysis

[20] The claim brought by the plaintiffs is that title to the Regina Property should not be in Ding's name but rather the transaction should be reversed and the registered owners would revert to Peter and George. The Regina Property is a legitimate target of creditors. Asserting that the registered owners of the Regina Property should be changed certainly meets the test in the *KBA* ss 9-2(2)(a).

[21] In *Lubs*, Sherstobitoff J.A. wrote that, "a claim to set aside a transfer of land as a fraudulent conveyance does bring the title to the land into question within the meaning of s. 46": at para. 9. He went on to cite *Ramsay* for the proposition that the plaintiff need not claim title, an interest, or a lien for himself, and that all that is required

is that the land is directly brought into question: *Lubs* at para 9 citing *Ramsay* at para 3.

[22] The plaintiffs posit that *prima facie*, they were entitled to file CPL 951 because, having pleaded that the transfer of the Regina Property was a fraudulent conveyance within the meaning of the *Statute of Elizabeth*, they brought title to the land into question; this is, of course, what a plain reading of the *KBA* at s 9(2) requires.

[23] The defendants assert that the jurisprudence has matured. They assert that there must be something more than “calling into question” the ownership of land. The defendants say the plaintiffs must claim that they are to be the registered owners of land. See: *Wilson v Staples*, 2018 SKQB 245 at para 26, 40 ETR (4th) 198; *Mauri Gwyn Developments Ltd. v Larson Manufacturing Company of South Dakota, Inc.*, 2018 SKQB 152 at para 29; *McFarlane v McFarlane*, 2018 SKQB 62 at paras 10-11; and *O’Connor v Garden*, 2014 SKCA 90 at paras 10 and 17, 442 Sask R 180.

[24] The defendants claim that as the plaintiffs’ Claim does not result in them having an interest in the land, only a potential to claim against the land, then they cannot maintain the CPL.

[25] Respectfully, I prefer the position of the plaintiffs. In my view, there is no question that their claim calls into question “some title or interest in land”.

[26] In addition, Rule 9-3(1) of *The King’s Bench Rules* is permissive not mandatory. A court may make an order vacating but is not required to make an order vacating.

[27] In this case, all the equities rest on the side of the plaintiffs. It is clear that when dealing with the defendants they fell into a nest of vipers. In a close interpretive call, I do not hesitate to side with the plaintiffs.

[28] The defendants’ application is dismissed.

The PO Application

Position of the Parties

[29] The plaintiffs argue that they meet the requirements for a preservation order under *The Enforcement of Money Judgments Act*, SS 2010, c E-9.22 [EMJA]. They assert that, if the Claim against the defendants is successful, it would give rise to an order under ss. 5(5)(a)(ii) declaring the transfers as void.

[30] The plaintiffs argue that their claim would be partially or totally ineffective if the PO Application is not granted, and that, *inter alia*, the *Second BC Judgment* elicits proof of this at para. 30. Finally, the plaintiffs assert they will prosecute the action without delay.

[31] The individual defendants assert that the burden on the plaintiffs under ss. 5(5)(a) has not been met, as there is no evidence to support the Claim or that there is a risk of Ding transferring the assets, nor, they say, is there evidence to support that the transfers of the Regina Property have hindered creditors.

[32] At the second step, they assert that the plaintiffs have elicited nothing more than speculation, that, *sans* a preservation order, enforcement would be partially or totally ineffective. Lastly, the individual defendants contend that the plaintiffs have not demonstrated an intention to prosecute the matter without delay.

Germaine Section

[33] The salient portions of ss. 5 and 8 of the *EMJA* provide as follows:

Preservation order

5(1) In this Part:

(a) “action” means a legal action that would, if successful, result in:

(i) a judgment; or

(ii) an order declaring a gift, conveyance, assignment, transfer, delivery over or payment of property by the defendant void as a fraudulent conveyance or fraudulent preference;

...

(5) The court may grant a preservation order if the court is satisfied that:

(a) the action would, if successful, result in:

(i) a judgment in favour of the plaintiff; or

(ii) an order described in subclause (1)(a)(ii);

(b) if the preservation order is not granted, the enforcement of a judgment or order against the defendant or transferee is likely to be partially or totally ineffective as a result of the disposition of, damage to, dissipation of, destruction of, concealment of or any dealing with property, other than disposition for the purposes of:

(i) meeting reasonable living expenses of the defendant and dependants of the defendant;

(ii) carrying on the business of the defendant in the ordinary course; or

(iii) acquiring income to pay the expenses of defending or responding to the action; and

(c) the action will be prosecuted without delay, other than delay caused by the defendant or transferee.

...

Extension, renewal and modification of preservation order

8(1) A plaintiff, judgment creditor, defendant, judgment debtor or any other person affected by a preservation order may apply to the court to have the preservation order extended, renewed, modified or terminated.

(2) Section 5 applies, with any necessary modification, to an application made pursuant to this section.

(3) In an application to extend, renew, modify or terminate a preservation order, the onus is on the applicant to establish that the preservation order should be extended, renewed, modified or terminated.

(4) On application made pursuant to this section, the court may make any order that the court considers appropriate in the circumstances, including:

- (a) an order doing one or more of the things mentioned in subsection 5(6); and
- (b) an order extending, renewing, modifying or terminating a preservation order.

[34] The plaintiffs have also invoked the *Statute of Elizabeth*. My colleague, Elson J., reviewed the mandatory principles engaged in dealing with the *Statute of Elizabeth* in *BTA Real Estate Group Inc. v Family Fitness Inc.*, 2021 SKQB 107 at para 41, 88 CBR (6th) 161. Elson J. adopted the summation of the Alberta Court of Appeal to obtain a remedy under the *Statute of Elizabeth*. The plaintiff must establish:

- (a) there was a conveyance of real or personal property;
- (b) for no or nominal consideration;
- (c) with intent to defraud, delay, or hinder creditors;
- (d) the party challenging the conveyance must be someone who was a creditor at the time of the conveyance or someone with a legal or equitable right to claim against the transferor; and
- (e) the conveyance must have had the intended effect.

[35] I do not overstate it when I observe the plaintiffs check every box.

Analysis

[36] The *EMJA* provides that preservation orders may be renewed on application, and s. 5 applies *mutatis mutandis*: s. 8.

Step One

[37] The first question the Court must ask itself is if the action were successful would it result in an order declaring the conveyance void as fraudulent. The answer to that is in the affirmative. The essence of the claim brought by the plaintiffs is that the

transfer of the Regina Property was without consideration and done only to avoid creditors. If successful there would be an order declaring the conveyance as void.

Step Two

[38] There are three conditions to Step Two, namely:

- (1) it is likely enforcement of the order will be partially or totally ineffective if a preservation order is not granted;
- (2) that ineffectiveness will result from the disposition of or any dealing with the Regina Property; and
- (3) that ineffectiveness will not result from any disposition of property for a purpose specified in ss. 5(5)(b)(i), (ii) or (iii) of the *EMJA*.

See: *Yorkton (City) v Mi-Sask Industries Ltd.*, 2021 SKCA 43 at para 38, [2021] 6 WWR 18 [*Mi-Sask*].

[39] The Court must be convinced that these three conditions exist on a balance of probabilities: *Mi-Sask* at para 39. The plaintiffs have the *evidential* burden to adduce or point to evidence that constitutes *prima facie* proof of the three conditions, and the *persuasive* burden is that, on a balance of probabilities, the conditions exist: *Mi-Sask* at para 56.

[40] In my opinion, the evidence unquestionably demonstrates that enforcement of the plaintiffs' judgment will be partially or totally ineffective if a preservation order is not granted.

[41] In the plaintiffs' material, it is averred that enforcement measures taken to date have only realized \$8,220.51 of the approximately \$1,000,000 judgment rendered against Peter. It is also apparent Peter has taken steps to frustrate judgments

of the British Columbia Supreme Court, as pointed out in the *Second BC Judgment*. George has participated in Peter’s immigration fraud schemes.

[42] In the *BC Judgment*, the British Columbia Supreme Court found that George held himself out to be a Licenced Immigration Consultant in Saskatchewan but was actually “acting illegally as an immigration consultant”: at para. 201.

[43] The evidence points to a concerted effort by the defendants to thwart the plaintiffs’ enforcement efforts. I am satisfied, on a balance of probabilities, that enforcement would be partially or totally ineffective if the PO Application was not granted.

[44] Finally, there is nothing before me to suggest that any transfer of the Regina Property would be necessary (i) to meet the reasonable living expenses of the defendants, (ii) in carrying on business in the ordinary course, or (iii) for acquiring income to pay the expenses of defending or responding to the Claim.

[45] With respect to the final element under the *EMJA* at s 5(5)(c), that the plaintiffs will prosecute the action without delay, I am satisfied, through the plaintiffs’ continued engagement on this matter, that there is no reason to doubt they will.

[46] Therefore, the PO Application is granted.

Conclusion

[47] The Court orders as follows:

- (a) The Registrar of Titles or Information Services Corporation is hereby directed pursuant to s. 9-3 of *The King’s Bench Act*, SS 2023, c 28, to maintain, until the final determination of the action in Court of King’s Bench File No. KBG-RG-00813-2024, or until further order of the Court,

the Certificate of Pending Litigation registered on April 11, 2024, as Interest Registered #198874951 from the land legally described as,

Surface Parcel #109514235

Legal Land Description: Lot 23 Blk/Par 537 Plan No. K1416 Extension 0

As described on Certificate of Title 71R09515.

(b) The defendants shall, until the final determination of the action in Court of King's Bench File No. KBG-RG-00813-2024, or until further order of the Court, be enjoined from disposing, transferring, selling or otherwise encumbering the property civically located at 2878 Angus Street, Regina, Saskatchewan, S4S 1N8, legally described as:

- i. Surface Parcel #109514235, Lot 23, Blk/Par 537, Plan No. K1416 Ext 0 (as described on Certificate of Title 71R09515);
- ii. Mineral Parcel #111562736, Reference Land Description: Lot 23, Blk/Par 537, Plan No. K1416 Ext 0 (as described on Certificate of Title 71R09515);
- iii. Surface Parcel #109514505, Lot 24, Blk/Par 537, Plan No. K1416 Ext 0 (as described on Certificate of Title 71R09515); and
- iv. Mineral Parcel #111562747, Reference Land Description: Lot 24, Blk/Par 537, Plan No. K1416 Ext 0 (as described on Certificate of Title 71R09515).

(c) The plaintiffs shall have costs against the defendants in the amount of \$4,000.00, payable forthwith.

J.
R.S. SMITH