

Federal Court



Cour fédérale

Date: 20260218

Docket: T-592-26

Citation: 2026 FC 235

Ottawa, Ontario, February 18, 2026

PRESENT: The Honourable Madam Justice Cecily Y. Strickland

FEDERAL COURT

**ADMIRALTY ACTION *IN REM* AGAINST THE SHIP “KINDNESS TO THE WORLD”,
THE SHIP “MYSTIQUE V” AKA THE “DESTINY” AND *IN PERSONAM***

BETWEEN:

GREGORY ROHLAND

Applicant

and

**DESTINY YACHTS HOLDINGS LLC., THE OWNERS AND ALL OTHERS
INTERESTED IN THE SHIP “DESTINY,” THE OWNERS AND ALL OTHERS
INTERESTED IN THE SHIP “KINDNESS TO THE WORLD,” THE SHIP “DESTINY”,
AND THE SHIP “KINDNESS TO THE WORLD” (“KINDNESS TO THE WORLD”)**

Respondent

JUDGMENT AND REASONS

[1] The Applicant, Gregory Rohland, has brought an application seeking to convert an arbitration award as between Gregory Rohland and Destiny Yacht Holdings LLC, dated December 11, 2025 [Award], and made pursuant to the *Commercial Arbitration Act*, RSC 1985, c 17 [Act], to an order of this Court and the enforcement of the same.

[2] For the reasons that follow, this application is allowed in part. Judgment will be entered in favour of the Applicant recognizing the arbitrator's Award as binding and thereby enabling it to be enforced in accordance with the *Federal Courts Rules*, SOR/98-106 [Rules]. However, other relief sought, including a declaration that the claim encompassed by the Award is a maritime lien for master's wages having priority over all other claims and that it has been validly assigned to a third party without loss of that priority, are dismissed without prejudice to any future motion(s) that may be brought seeking to enforce this judgment by way of the *in rem* action.

Background

[3] On August 12, 2025, the Applicant, who is self-represented, filed a Statement of Claim (Court File No. T-2977-25) which identifies the Plaintiff (now Applicant), at all material times, as the Master of the vessels "Destiny" and "Kindness to the World" which vessels were, at all material times, owned by the Defendant (now Respondent), Destiny Yacht Holdings LLC [Destiny Yachts] a limited liability company incorporated under the laws of Florida, USA, with a registered office at 1650 SE 17th Street, Suite 200, Fort Lauderdale, FL, USA, 33316. The Statement of Claim alleges that the Applicant entered into a contract providing for remuneration and expense coverage including vehicle, insurance, fuel, food allowance, dockage and storage fees including dry dock coverage and wages for crew, reimbursement for repairs and work conducted for the vessel. Further, that the master's contract provided for assignment as pledge for security for third parties to secure such payments.

[4] The Statement of Claim asserts that the Applicant, as master, provided approved expense claims to Destiny Yachts which claims remain outstanding and payable. The Applicant claims, on the basis of contract and unjust enrichment, the value of the labour, wages, goods, materials and services provided to the “Kindness of the World,” pursuant to paragraphs 22(2)(a), (m), (n) and (o) of the *Federal Courts Act*, RSC 1985, c I-7.

[5] An Affidavit to Lead Warrant deposed by the Applicant and dated July 24, 2025, was filed on October 30, 2025. An unsigned and unissued copy of a Warrant for the arrest of the “Kindness to the World” was filed with the Registry on October 30, 2025.

[6] Rule 482 states that a Warrant for arrest issued under Rule 481(1), the Affidavit to Lead Warrant and the Statement of Claim in the action shall be served together by a sheriff in the manner set out in Rule 479, whereupon the property is deemed to be arrested. Proof of service of those documents are required to be filed forthwith after service. There are no entries in the Court’s Registry indicating that the Warrant was issued or that the Statement of Claim, Affidavit to Lead Warrant and the Warrant were served in accordance with Rule 479(1)(a). That said, the Applicant’s affidavit dated December 17, 2025, filed in support of this application, deposes that the Warrant was issued on October 12, 2025, was “duly executed” and that the “Kindness to the World” has remained under arrest since that date at Shelter Island Marina, Richmond, British Columbia, “and under custody” of Bracewell Marine Group Ltd.

[7] The next entry on the Registry is a letter from the Applicant dated December 22, 2025, advising that the action did not advance as a defended action as, instead, the parties had entered

into settlement discussions culminating in the arbitrator's Award. That letter sought an order effecting the registration and enforcement of the Award, as well as other relief including the sale of the "Kindness to the World."

[8] By Direction dated January 19, 2026, I indicated that the requested recognition and enforcement of the arbitrator's Award could not, for the reasons explained, proceed by way of an informal motion. Further, for the reasons also set out, that the informal motion was not sufficient to support the requested relief of the sale of the "Kindness to the World." I directed that the Applicant could instead file an application for an order recognizing and enforcing the Award, which was compliant with the Rules, and (subsequently) an appropriate motion seeking an order for the sale of the vessel.

[9] On January 21, 2026, the Applicant filed a Notice of Application seeking the following relief:

RELIEF SOUGHT

1. An Order entering Final Judgment in favour of the Plaintiff for the full amount of the Arbitration Award dated December 8, 2025, issued in favour of Gregory Rohland and further assigned to Security USA LLC (as assignee), against the Defendant Destiny Yacht Holdings LLC.
2. An order enforcing the Award as a judgment of this Honourable Court pursuant to Article 35 of the Commercial Arbitration Code, Schedule I to the Commercial Arbitration Act, RSC 1985, c 17;
3. A declaration that the Master's wage maritime lien, originally held by Captain Greg Rohland, was validly assigned by written consent to Security USA LLC, and that Security USA LLC holds and may enforce that lien with full priority.

4. A declaration that the Plaintiff's claim includes a Master's wages claim, constituting a maritime lien of the highest priority, ranking ahead of all mortgages, charges, and statutory claims.
5. Costs of this motion payable by the Defendant.
6. Such further and other relief as this Honourable Court deems just.

[10] The Applicant also filed his "Motion Record," which I understand is intended to be his application record. This is largely the same record upon which he sought to rely in support of the informal motion. He also appears to wish to have the application dealt with in writing.

[11] The record includes the Applicant's affidavit dated December 17, 2025. That affidavit attaches as exhibits the following documents:

- i. An invoice from Bracewell Marine Group Ltd dated September 1, 2025, addressed to the Applicant, referencing the vessel "Kindness to the World," for monthly dryland space fee and hydro for the period of September 2 - October 1, 2025, in the amount of \$9,304.15, and indicating an outstanding balance of \$131,045.21 (Exhibit 1);
- ii. The "Terms of Appointment of William M. Sharpe as Arbitrator" dated December 8, 2025; the arbitrator's "Award" dated December 11, 2025; and, the arbitrator's "Reasons for Award," also dated December 11, 2025 (Exhibit 2);
- iii. A "Settlement Agreement, Release, and Arbitration Agreement" dated December 8, 2025, is referenced in the Reasons for Award. A copy of a Settlement Agreement, Release, and Arbitration Agreement dated December 8, 2025, is found in the record but is not identified as an appendix to the Reasons for Award

and, upon reading those reasons, it is not clear that it is the final version of that document as amended as referenced by the arbitrator;

- iv. An “Assignment Agreement” between the Applicant in his capacity as master of the “Kindness to the World” (assignor) and Security USA LLC (assignee) dated December 15, 2025, purporting to absolutely assign and convey to Security USA LLC all of the Applicant’s right, title and interest in earned but unpaid Master’s wages and wage-related entitlements and resultant maritime lien, priority and enforcement rights (Exhibit 3); and
- v. Copy of an email from Ms. Gerri Valle, Destiny Yacht Holdings LLC, dated December 16, 2025, to the Applicant stating:

“We acknowledge receipt of your recent court application and motion with supporting affidavit to convert the Arbitration Award to Judgement and collection.

Destiny Yacht Holdings LLC takes no position on this matter and will not contest the remedy you are seeking.”
(Exhibit 4)

[12] I note that the record also includes, although not referenced as an exhibits, an undated email from Ms. Valli to the Applicant stating:

Once again we have received your motion material and again confirm we consent to the relief sought in Final Judgement in keeping with the arbitration award. We also reaffirm the Application Notice seeking the same remedy dated January 19, 2026 that we acknowledge receipt and will not contest the remedy being sought.

As well as an email dated January 21, 2026, stating that:

We once again acknowledge receipt of your email and Motion Materials and confirm we consent to the relief sought in obtaining a final Judgement in keeping with the arbitration award. We do not contest the remedy being sought.

[13] The “Final Judgement” referenced by Ms. Valli would appear to be the draft order entitled “FINAL ORDER” as proposed by the Applicant and included in his record.

[14] In his supporting affidavit, the Applicant deposes that at all material times, he was employed and served as Master of the vessel “Kindness to the World” and “Destiny” and the amounts awarded in the arbitration arise solely from unpaid masters’ wages, crew wages and wage-related entitlements earned while serving aboard that vessel. He deposes that his claim for wages gave rise to a maritime lien against the vessels “Kindness” and “Destiny,” that lien having the highest priority under Canadian maritime law. He deposes that he validly assigned his Master's wage maritime lien, “together with its full statutory priority,” to Security USA LLC, which assignment was absolute and unconditional and expressly included all rights of enforcement *in rem*, rights to proceeds of judicial sale, and priority ranking.

[15] The Applicant deposes that Destiny Yacht has failed to post security or to satisfy the arbitrator’s Award.

[16] Further, that since the arrest of the “Kindness to the World” the vessel has incurred continuing expenses and is at risk of deterioration. The Applicant states that he is aware that other persons may assert claims against the vessel or the proceeds of its sale and that:

25. It is necessary and appropriate that the Court declare the priority of the assigned Master’s wage maritime lien and impose a

bar order requiring all claimants to assert their claims within a fixed time or be forever barred.

26. It is just and equitable that

- a. the Arbitration Award be entered as Final Judgment of this Court;
- b. the vessel *Kindness to the World* be sold by judicial sale by auction;
- c. proceeds be distributed in accordance with maritime priority, recognizing Security USA LLC as assignee of the Master's wage maritime lien;
- d. a bar order be issued to prevent late or prejudicial claims.

Analysis

[17] As a preliminary point, although the Applicant references Rule 369 in his materials, that Rule is concerned with motions in writing. This is an application. However, given that the Respondent has indicated that it takes no position and/or is consenting to and/or will not contest the relief sought and that it has not filed a response, this application will be dealt with based on the Applicant's written submissions without necessity of an oral hearing.

[18] As to the merits of the application, pursuant to the *Act*, the *Commercial Arbitration Code* [*Code*] has the force of law in Canada (*Act* s 5(1)), the *Code* is set out in Schedule 1 of the *Act*. Because the *Code* applies in relation to maritime or admiralty matters (*Act* s 5(2)), I am satisfied that it applies to this matter.

[19] I am also satisfied that the November 5, 2025 Arbitration Agreement, superseded by the December 8, 2025 Settlement Agreement, Release and Arbitration Agreement, is a arbitration

agreement as defined in Article 7 of the *Code*. The Terms of Appointment of William M. Sharpe as Arbitrator state that pursuant to a November 5, 2025 Arbitration Agreement the parties agreed to appoint him as arbitrator of their dispute. The Settlement Agreement, Release and Arbitration Agreement as well as the Reasons for Award that state that the November 5, 2025 Arbitration Agreement was superseded by the December 8, 2025 Settlement Agreement, Release and Arbitration Agreement. The Reasons for Award also confirm that the arbitration was commenced by the joint appointment by the parties of Mr. Sharpe as arbitrator and the proffering to him of the signed Settlement Agreement, Release and Arbitration Agreement. In my view, the November 5, 2025 Arbitration Agreement, superseded by the December 8, 2025 Settlement Agreement, Release and Arbitration Agreement, is an arbitration agreement as defined in Article 7 of the *Code*.

[20] I am also satisfied that the dispute was settled as reflected by the Award (and the Reasons for Award), in accordance with Articles 30 and 31 of the *Code*:

ARTICLE 30
Settlement

(1) If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

(2) An award on agreed terms shall be made in accordance with the provisions of article 31 and shall state that it is an award. Such an award has the same status and effect as any other award on the merits of the case.

ARTICLE 31
Form and Contents of Award

(1) The award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signature of the majority of all members of the

arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.

(2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under article 30.

(3) The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.

(4) After the award is made, a copy signed by the arbitrators in accordance with paragraph (1) of this article shall be delivered to each party.

[21] I also note that the Award states that the parties requested that the arbitrator record the Settlement Agreement, in the form of an award, on their agreed terms (the term ‘settlement agreement’ is defined by the arbitrator as the revised, signed Settlement Agreement, Release and Arbitration Agreement made as of December 8, 2025, as amended by the slip sheet sent to him on December 9, 2025 and as amended by request of each of the parties sent to him on December 10, 2025, which instruments read together are referred to in the Award collectively as the “Settlement Agreement”).

[22] Article 36 of the *Code* sets out the grounds for refusing recognition or enforcement. These are at the request of the party against whom it is invoked in the circumstances described; a court finds that the subject matter of the dispute is not capable of settlement by arbitration under the law of *Canada*; or, the recognition or enforcement of the award would be contrary to the public policy of *Canada*. None of these circumstances apply in this matter and, accordingly, they do not preclude the recognition and enforcement of the arbitrator’s Award.

[23] Chapter VIII of the *Code*, addresses recognition and enforcement of awards:

ARTICLE 35
Recognition and Enforcement

(1) An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this article and of article 36.

(2) The party relying on an award or applying for its enforcement shall supply the duly authenticated original award or a duly certified copy thereof, and the original arbitration agreement referred to in article 7 or a duly certified copy thereof. If the award or agreement is not made in an official language of *Canada*, the party shall supply a duly certified translation thereof into such language.

[24] The Applicant has brought this application for recognition and enforcement. However, he has not provided certified copies of the Award or of the final form of Settlement Agreement as defined by the arbitrator in the Award. Subject to the Applicant providing certified copies of these documents, I will grant an order recognizing the Award.

[25] The arbitrator's Award, reflecting the terms agreed by the parties, is as follows:

THIS TRIBUNAL HEREBY AWARDS:

1. The Respondent Destiny Yacht Holdings LLC shall pay forthwith to the Claimant Gregory Rohland, the amount of \$985,000 United States currency.
2. Any unsatisfied balance of the money amount of \$985,000 United States currency shall bear post-award interest at the rate of 6% simple interest per annum.
3. The Tribunal declares that the parties have agreed as between themselves the Claimant Gregory Rohland is not personally liable for any alleged misrepresentation or fraud concerning the Vessel KINDNESS TO THE WORLD,

including any civil, contractual, tort or statutory claim asserted by any party.

4. The Tribunal declares and adjudges that the Respondent Destiny Yacht Holdings LLC shall fully indemnify and hold harmless the Claimant Gregory Rohland from any and all claims, allegations, causes of action, liabilities, losses, demands or proceedings, including any allegation of fraud, misrepresentation or nondisclosure arising from or relating to any vessel survey, condition report, inspection report or technical representation regarding the vessel KINDNESS TO THE WORLD.
5. The Tribunal declares that the parties have agreed between themselves that the obligation of indemnity set out in paragraph 4 survives enforcement, sale, assignment and distribution.
6. There are no costs of this arbitration.

[26] My order will also acknowledge that the Applicant may, when this order comes into effect, take all steps available to him under the Rules to enforce it.

[27] However, with respect to enforcement by way of the potential sale of the “Kindness to the World,” the Applicant must first bring a motion and be granted an order causing the sale of the “Kindness to the World” on the terms set out in that order. Once an offer to purchase has been received, a motion must be brought and an order granted approving the sale on the terms set out. When the sale proceeds are received and any other claims have been made, issues of priority can be determined on motion to the Court – including whether a maritime lien arising from the Applicant’s claim can be assigned and, if so, whether it retains its priority. In other words, it is premature to make the requested declarations pertaining to the priority and assignment of the Applicant’s claim.

JUDGMENT IN T-592-26

THIS COURT ORDERS AND ADJUDGES that:

1. Pursuant to Article 35 of the *Commercial Arbitration Code*, being Schedule 1 to the *Commercial Arbitration Act*, RSC 1985, c 17, the arbitrator's Award, as between Gregory Rohland and Destiny Yacht Holdings LLC and dated December 11, 2025, is hereby recognised as binding and enforceable as if it were a judgment of this Court; and
2. The remaining claims for relief, including a declaration that the claim encompassed by the Award is a maritime lien for master's wages having priority over all other claims and that it has been validly assigned to a third party without loss of that priority, are dismissed without prejudice to any future motion(s) that may be brought seeking to enforce this judgment and order by way of the *in rem* action;
3. This judgment and order shall come into effect on the later of the dates that:
 - i. the Applicant has caused the Respondent to be personally served with this judgment and order and has filed proof of service of same, pursuant to Rules 333 and 334; and
 - ii. the Applicant has filed certified true copies of:
 - a) the arbitrator's December 11, 2025 Award; and
 - b) the final form of "Settlement Agreement" as defined by the arbitrator in the Award being: the revised Settlement Agreement, Release and Arbitration Agreement dated December 8, 2025 together with and as

amended by the slip sheet sent to the arbitrator on December 9, 2025
together with and as further amended by the request of each of the
parties sent to the arbitrator on December 10, 2025; and

4. Costs of this application are granted to the Applicant.

"Cecily Y. Strickland"

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-592-26

STYLE OF CAUSE: GREGORY ROHLAND v DESTINY YACHTS HOLDINGS LLC, THE OWNERS AND ALL OTHERS INTERESTED IN THE SHIP “DESTINY,” THE OWNERS AND ALL OTHERS INTERESTED IN THE SHIP “KINDNESS TO THE WORLD,” THE SHIP “DESTINY”, AND THE SHIP “KINDNESS TO THE WORLD” (“KINDNESS TO THE WORLD”)

APPLICATION DEALT WITH IN WRITING

JUDGMENT AND REASONS: STRICKLAND J.

DATED: FEBRUARY 18, 2026

WRITTEN MATERIALS SUBMITTED BY:

Gregory Rohland

FOR THE APPLICANT
(ON THEIR OWN BEHALF)