

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Aaron Yager Construction Ltd. v. Williams*,
2026 BCSC 308

Date: 20260225
Docket: S2510757
Registry: Victoria

Between:

Aaron Yager Construction Ltd.

Plaintiff

And:

Chris Williams and Ecobillet Solutions Ltd.

Defendants

And:

Danelle Yager

Third Party

Before: The Honourable Justice J. K. Gibson

Reasons for Judgment

Counsel for the Plaintiff:

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Counsel for the Third Party:

J. B. Johnston

Place and Date of Hearing:

Victoria, B.C.
January 13, 2026

Place and Date of Judgment:

Victoria, B.C.
February 25, 2026

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Introduction

[35] The plaintiff/applicant Aaron Yager Construction Ltd. (“AY Construction Ltd.”) seeks to have the defendant Chris Williams deliver to it certain equipment it submits was wrongfully transferred to Mr. Williams by the third party, Danelle Yager. A notice of discontinuance in respect of Ecobillet Solutions Ltd. was filed January 7, 2026.

[36] Aaron and Danelle Yager were married in August 2017 and separated in March 2025. There is an outstanding family law action between them in Victoria Registry File No. 25-10544 (the “Family Law Action”).

[37] The parties agree that, on about April 30, 2025, Ms. Yager gave Mr. Williams the following equipment, in exchange for a \$10,500 payment:

- b) One Bobcat T590 compact track loader bearing serial number ALJU19793 (the “Bobcat”);
- c) Two steel I-beams; and
- d) An oxy-acetylene cutting torch and tank set (together, the “Equipment”).

[38] AY Construction Ltd. seeks an order under R. 10-1(4) of the *Supreme Court Civil Rules*, B.C. Reg 168/2009 for the interim return of the Equipment (also called a replevin order) pending the outcome of a detinue and conversion action between the same parties (“Conversion/Detinue Action”). The Conversion/Detinue Action trial is set for March 2026.

[39] Replevin is interim relief available to a person who is wrongfully deprived of possession of personal property. A replevin order provides immediate, provisional possession, pending trial. The tort of conversion is established when there is a positive, wrongful act of dealing with goods in a manner inconsistent with the owner’s rights. The tort of detinue involves continuous wrongful detention of another’s goods, with the general remedy being the return of the asset or market value damages.

[40] For the reasons herein, I find that a replevin order is appropriate. AY Construction Ltd. has a strong *prima facie* claim to a better possessory interest in the Equipment than Mr. Williams, based on the evidence filed on this application, and it is just and equitable to order replevin in these circumstances.

[41] I order Mr. Williams to return the Equipment to AY Construction Ltd. at 5841 West Saanich Road within 10 days of the date of these reasons, or such other timeline as agreed to by the parties, pending the outcome of the Conversion/Detinue Action.

Evidence and Findings of Fact

[42] Before October 31, 2016, Mr. Yager ran his construction business as a sole proprietorship, Aaron Yager Construction (the “Sole Proprietorship”). On October 31, 2016, AY Construction Ltd. was incorporated with Mr. Yager as the sole shareholder.

[43] AY Construction Ltd. operates its business from shop spaces located at a property on West Saanich Road in Victoria, B.C. (the “Property”) and an office space in Sidney. The Property is a large rural area that contains two residences, including Mr. and Ms. Yager’s former family home, a large residential yard fenced for children and dogs, and a shop and construction yard. AY Construction Ltd. staff access the shop and construction yard on the Property along an access roadway separate from the residential entrance. I agree with Ms. Yager that, consistent with the photographs in evidence, AY Construction Ltd. staff could potentially access the residential part of the Property if they chose.

[44] On March 8, 2016, the Sole Proprietorship ordered equipment from Westerra Equipment Ltd. (“Westerra”), including the Bobcat. A March 8, 2016 bill from Westerra to the Sole Proprietorship lists the Bobcat’s price as \$73,500. The Bobcat purchase was financed by Wells Fargo Equipment Finance Co., under a lease agreement between Westerra as supplier and the Sole Proprietorship as lessee, with a term of 60 months (the “Lease Agreement”). The Lease Agreement contained

an option to purchase the Bobcat for \$1.00, after the 60-month term concluded on March 9, 2021 (the “Option Date”). Until that time, title would remain with Westerra.

[45] The Sole Proprietorship made all payments required under the Lease Agreement, except the \$1.00 option payment. By the time all of the lease payments were made (except the \$1.00 payment), the Sole Proprietorship had become the incorporated entity, AY Construction Ltd. AY Construction Ltd. then proceeded on the understanding that it owned the Bobcat and this understanding was never, on the materials before me, challenged by Westerra. This understanding is reflected in AY Constructions Ltd.’s financial statements, including the Notes to Financial Statement dated December 31, 2016, where the Bobcat is listed among its capital assets, and the 2017 Financial Statements of AY Construction Ltd., prepared by Lee and Sharpe Chartered Professional Accountants in December 2018, which show asset values that incorporate the Bobcat’s value.

[46] Mr. and Ms. Yager separated on March 13, 2025. From a point in March 2025, Mr. Yager was prevented from attending the Property until at least May 2025 due to release conditions reached between him and Saanich Police.

[47] Around April 30, 2025, while Mr. Yager was prohibited from attended at the Property, Ms. Yager sold the Equipment to the Defendant Chris Williams for a payment of \$10,500. Mr. Williams admits that he is in possession of the Equipment.

[48] A November 29, 2025 Appraisal Report of the Bobcat and cutting torch and tank set, from Malahat Valuation Group, was provided on this application. The appraisal was based on photographs but not in-person inspection of these items. The appraiser provided an estimate, valuing these items at \$48,000-\$50,000 as of November 2025.

[49] The parties disagree about the fair market value of the Bobcat. For the purposes of this application, I find it unnecessary to decide whether the appraised value accurately represents of the Bobcat’s value. Mr. Williams’ evidence is that the \$10,500 Equipment price was much lower than what he understood would be market

value of the Bobcat. He explained that favourable pricing is not uncommon at second-hand sales or auctions.

[50] On May 7, 2025, Associate Judge Scarth made an order (the “Preservation Order”) in the Family Law Action which provides:

- b) Ms. Yager is prohibited from disposing of, transferring, converting or exchanging into another form, property at issue in Family Law Action, including but not limited to “all equipment and tools owned by” AY Construction Ltd.; and
- c) Ms. Yager must deliver and return all equipment and tools owned by AY Construction Ltd. that had been removed by Ms. Yager or third parties returned to the Property.

[51] On this application, Ms. Yager takes the position that the Equipment does not fall under the Preservation Order because it has always been Mr. Yager’s personal property (and therefore family property), rather than owned by AY Construction Ltd.

Law – Replevin Order

[52] A purchaser who acquires goods from someone who had no legal title obtains no enforceable interest against the rightful owner and is required to return the goods or be liable for the tort of conversion: *Boma Manufacturing Ltd. v. Canadian Imperial Bank of Commerce*, [1996] 3 S.C.R. 727, 1996 CanLII 149 (S.C.C.).

[53] A person cannot transfer ownership of something that they do not legally own. This principle, in Latin “*nemo dat quod non habet*”, protects the rights of property owners. The principle is codified in s. 26(1) of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410, which reads:

26(1) Subject to this Act, if goods are sold by a person who is not the owner of them, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner’s conduct precludes the owner from denying the seller’s authority of sell.

[54] The common law remedy of replevin is interim relief available where a person is wrongfully deprived of possession of their personal property, and seeks immediate, provisional possession, pending trial.

[55] Replevin is an extraordinary interim remedy of returning disputed property to a party. Replevin is available to provide a remedy where immediate recovery of the property is essential or where a party with a strong claim to the property would be compelled, to its prejudice, to await the outcome of trial: *Cascade Aerospace Inc. v. Viking Air Limited*, 2025 BCCA 2 at para. 43 [*Viking*].

[56] Rules 10-1(1), (4) and (5) and s. 57 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, codify the common law replevin remedy, providing that the court may make an order the return of personal property to a party, pending the outcome of the proceeding, either unconditionally or on terms and conditions.

[57] The test for a replevin order under R. 10-1(4) is whether the applicant has a better *prima facie* right to possession and if yes, then what, if any, terms and conditions, including security, should be included in the replevin order to ensure a fair litigation process: *Viking* at paras. 77-78. Determining which party has the better right of possession, as between AY Construction Ltd. and Mr. Williams, involves considering whether AY Construction Ltd. has demonstrated a strong *prima facie* case of its claim to a proprietary interest in the Equipment. The court must also balance the competing interests of the parties and consider what is just and equitable in the circumstances.

[58] Irreparable harm is not required for a party to obtain interim possession of specific property: *Viking* at paras. 56 and 76. It is also not a precondition for a replevin order that the applicant lead evidence of a risk of disposition by the party in possession, although the parties here agree that the Bobcat has already been provided to Mr. Williams.

Analysis

Does AY Construction Ltd. have a strong *prima facie* case in its claim to a proprietary interest in the Equipment?

[59] I am not deciding whether Mr. Williams is liable in the tort of conversion. That is a question for the trial of the Conversion/Detinue Action and there may be overlap between that matter, this application and the Family Law Action. There are several factual issues in dispute in the underlying action. At trial, there may be additional evidence, evidence may be subject to cross-examination, and the result may be a different outcome from my assessment on this application.

[60] The first question for me is whether AY Construction Ltd. has a strong *prima facie* case in its claim to a proprietary interest in the Equipment.

[61] AY Construction Ltd. submits the Equipment was always company property owned by it, meaning Ms. Yager had no title to the Equipment when she sold it to Mr. Williams. Ms. Yager disagrees and takes the position that the Equipment was always personally owned by Mr. Yager or them together, and so AY Construction Ltd. has no claim to it.

The Bobcat

[62] AY Construction Ltd.'s claim to its proprietary interest in the Bobcat is supported by documentary and affidavit evidence, separate from Mr. Yager's own assertions, including a bill for purchase of the Bobcat, financial statements prepared by a company accountant who is Mr. Yager's father, and a financial statement prepared by outside accountants that appears to include the Bobcat's value among the assets.

[63] The financial documents and evidence reflect that AY Construction Ltd. paid some money toward the purchase of the Equipment, including the Lease Agreement financing the Bobcat, between the time of AY Construction Ltd.'s incorporation in October 2016 and the Option Date in March 2021.

[64] By contrast, Ms. Yager's evidence that the Bobcat was owned by Mr. Yager personally was not corroborated by other affidavit evidence. While Mr. Williams described being told by a salesperson from a second-hand store named Kyle Martin that the Bobcat has been given to Ms. Yager by Mr. Yager, there was no affidavit evidence from Mr. Martin filed on this application. Ms. Yager provided some photographic evidence that I find does not definitively establish a possessory interest or ownership in the Bobcat.

[65] Mr. Williams submits that there was no proper proof of transfer of the Bobcat from the Sole Proprietorship to AY Construction Ltd. once it was incorporated. Mr. Williams contends that a proper transfer of ownership would need to document disposition from the Sole Proprietorship to the new corporate entity. As an alternative argument, Mr. Williams submits that, without proof of that disposition, the Equipment belonged to Mr. Yager personally when Ms. Yager purported to sell it, and so was family property within the meaning of s.84(2)(f) of the *Family Law Act*, S.B.C. 2011, c. 25 [FLA].

[66] While documentation showing a disposition from the Sole Proprietorship to AY Construction Ltd. may be strictly required, for example for tax purposes, I find that the documents and affidavit evidence here prove that AY Construction Ltd. has a proprietary interest in the Bobcat. Specifically, there is a bill of sale to the Sole Proprietorship, meaning the Bobcat was leased and purchased for the construction business, which was later incorporated, and by not Mr. Yager personally. There is also evidence from AY Construction Ltd.'s employees James Agate and David Laboissiere, proving the Bobcat was used routinely for company jobs, including snow clearing, and was stored in the construction yard with other company vehicles.

[67] Based on the more detailed and corroborated evidence from AY Construction Ltd., when compared with the evidence filed by Ms. Yager and Mr. Williams, I find that AY Construction Ltd. has a strong *prima facie* claim that it acquired a proprietary interest in the Bobcat.

Steel I-Beams

[68] AY Construction Ltd.'s claim to the I-beams is also supported by the evidence of company employees, David Laboissiere and James Agate. As one example, Mr. Agate, a 20-year employee of the Sole Proprietorship and later AY Construction Ltd., observed that some company-owned steel I-beams had been removed from the Property between late March 2025 and May 2025. I prefer this evidence to Ms. Yager's assertion that the I-beams were leftover from beams used to roof a new shop above the family residence and find AY Construction Ltd. has a strong *prima facie* claim to the steel I-beams, on the evidence.

Cutting Torch and Tank Set

[69] Turning to the oxy-acetylene cutting torch and tank set, Mr. Yager's evidence is that the torch and tank set was company property. His evidence is corroborated by Mr. Laboissiere and Mr. Agate. Ms. Yager gave evidence that, although there were several such torches in the business workshop areas on the Property, the one that she sold was a smaller model that Mr. Yager had used to work on hot rod hobby cars and home renovations. Without finally deciding between these two versions of events, I prefer Mr. Yager's corroborated account and find that AY Construction Ltd. has a strong *prima facie* claim to the torch and tank set for the purposes of considering replevin.

Does the balance of convenience favour granting the relief?

[70] The parties agree that the Equipment was removed from the Property when Ms. Yager provided it to Mr. Williams in exchange for a \$10,500 payment. Mr. Williams indicates that the Bobcat is being used in his business on the mainland.

[71] Mr. Williams responded to an invitation to attend at the Property, saw many items being sold by Ms. Yager, and was told the Bobcat was used on the Property for landscaping and snow clearance. He made an offer for the Equipment which he knew was a substantial discount from its market value. Mr. Williams regularly purchases equipment at auction or estate sales, sometimes at a substantial discount. He says the equipment frequently bears the logos of former owners.

[72] Given my findings about AY Construction Ltd.'s strong *prima facie* case, it is unnecessary for me to determine whether Mr. Williams knew or ought to have known that the Equipment belonged to AY Construction Ltd., rather than Ms. Yager personally, nor whether the \$10,500 payment was fair market value for the Equipment.

[73] AY Construction Ltd. submits that it needs the Equipment returned because:

- b) present financial circumstances render it unable to purchase another Bobcat;
- c) without the Bobcat, the company can no longer load and unload job site trailers, a task they used to bill for; and
- d) the Bobcat is needed for upcoming jobs, tasks and snow removal.

[74] Mr. Williams raised several submissions which I will address in the context of considering his competing interests. Mr. Williams is using the Bobcat in his business and makes similar points to Mr. Yager about the need for the Bobcat for that work. Mr. Williams pleads estoppel and s. 28 of the *Sale of Goods Act*.

[75] Section 28 of the *Sale of Goods Act* provides that when a seller of goods has a voidable title to them, but the seller's title has not been avoided at the time of sale, the buyer acquires a good title to the goods, if they are bought in good faith and without notice of the seller's defect of title.

[76] An innocent buyer only acquires good title to goods under s. 28 if the title of the seller is voidable, but not if the seller has no title at all: *Holat v. Wettlaufer*, 2014 BCSC 425 at para. 52.

[77] Based on the materials before me, I have found that there is a strong *prima facie* case that Ms. Yager did not have a better possessory interest in the Equipment than AY Construction Ltd., when she sold it to Mr. Williams. Ms. Yager was only able to pass on title that she had, and that possessory interest is subject to AY Construction Ltd.'s strong *prima facie* case. Ms. Yager did not have a voidable title

(one that may be voidable at the option of the true owner). In my assessment on this replevin application, she did not have a title to sell and sold the Equipment without authority or consent of the owner.

[78] To address Mr. Williams' arguments on estoppel, something more than mere possession of goods is needed to rely on estoppel. The seller must be armed with some indicia which make it appear that the seller had the right to sell. Here, the indicia were weak. There is an absence of direct evidence from Mr. Martin about what happened, or from anyone else who could corroborate Ms. Yager's assertion that the Equipment was personally owned rather than owned by AY Construction Ltd. Merely handing over the Equipment does not create an estoppel: *Holat* at para. 47.

[79] I also observe that the corporate plaintiff, AY Construction Ltd., has a distinct legal capacity from Mr. Yager. The evidence on this application supports a strong *prima facie* claim that neither Mr. Yager nor Ms. Yager own the Equipment, but AY Construction Ltd. does.

[80] The fact that Mr. and Mrs. Yager have separated does not change the possessory interest of AY Construction Ltd. I accept that the spouse of a shareholder does not have a possessory interest in assets of the corporation. Ms. Yager's interest would be, subject to any exclusions, in Mr. Yager's shares in AY Construction Ltd. as family property subject to division: *FLA*, s. 84(2)(a).

[81] A consideration is whether the Property has improved in value. Mr. William submits that he repaired the Bobcat. However, his affidavit evidence is that he identified and repaired a leak in the fuel tank when it "caused a serious leak on a job site, the clean-up of which cost over \$10,000 and necessitated the use of a smoke machine to locate the leak." He did not attach any documentation proving the cost of repair or clean up. I find that Mr. Williams did not provide sufficient evidence proving an improvement in the Bobcat's value.

I also consider that a replevin order may not be necessary where damages would be sufficient. There was evidence before me that Bobcat rental costs in the neighbourhood of \$440/day, plus taxes. Here, the Bobcat has been transferred to Mr. Williams and is in use in his business, on the mainland. This poses some risk to the asset, from AY Construction Ltd.'s perspective. While I am sympathetic to Mr. Williams' own reliance upon the Bobcat, at the same time, AY Construction Ltd. has a strong *prima facie* claim to a proprietary interest in the Bobcat. The evidence indicates a strong claim that Ms. Yager did not have title to sell the Bobcat to Mr. Williams. As well, AY Construction Ltd. indicated that the Bobcat was needed in the snow clearing season and for certain specific aspects of construction work for clients. Now, AY Construction Ltd. finds itself without access to the Equipment for the operation of its business, something that a potential rental, or damages only award, would not fully address in terms of convenience, cash outlay and cost.

[82] Ms. Yager submits that the question of who owns the Property is better decided in the Family Action and that to decide it here would essentially determine the issues plead in the notice of civil claim. As explained above, the test on this application differs from that anticipated at trial, and this is an interim remedy.

[83] Ms. Yager also argues that there has been delay, pointing to the transaction occurring around May 1, 2025 and this application not being filed until October 30, 2025. While I have considered this timing, I do not find it determinative because it must be considered in the context of the litigation.

[84] In considering the submissions about delay between the May transaction and the October filing of the Notice of Application, I do not find the delay in bringing the application outweighs the other factors at play. I note that counsel tried to resolve the issue short of an application, and that this matter was originally scheduled to be heard in November 2025 and was adjourned generally.

[85] The March trial date in the Conversion/Detinue Action does not mean the matter will be finally resolved in March. In the meanwhile, AY Construction Ltd. should have the use of the Equipment for its business. I find the balance of

convenience favours returning the Equipment to AY Construction Ltd. pending the outcome of the Conversion/Detinue Action. AY Construction Ltd. has a strong *prima facie* case for return of the Equipment and demonstrated need for the Equipment for its business.

[86] I am not making an order for security because I find it unnecessary to do so. Mr. Williams has had some value from the use of the Bobcat since May 2026. Any implications arising from his and Ms. Yager’s claims can be resolved, to the extent appropriate, in the Conversion/Detinue Action and the Family Law Action.

CONCLUSION

[87] In the circumstances and given the interests of AY Construction Ltd. in its ongoing work which, on the evidence here, had relied upon the Bobcat for longer than Mr. Williams has had access to it, I find it is just to make a replevin order for the Equipment now.

[88] For the foregoing reasons, I exercise my discretion to order Mr. Williams to return the Equipment to AY Construction Ltd., within 10 days of the date of these reasons, or such other timeframe as agreed between the parties.

[89] Costs of this application shall be in the cause.

“J. K. Gibson J.”