

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Sagebrush Golf Course Holdings Ltd. v. Craig*,
2026 BCSC 529

Date: 20260313
Docket: S260963
Registry: New Westminster

Between:

Sagebrush Golf Course Holdings Ltd.

Petitioner

And:

Calvin John Craig and 1142640 B.C. Ltd.

Respondents

Docket: S260954
Registry: New Westminster

Between:

Douglas Lake Cattle Company ULC

Petitioner

And:

Calvin John Craig and 1142640 B.C. Ltd.

Respondents

Before: The Honourable Justic Gottardi

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner, Sagebrush Golf
Course Holdings Ltd. in Action No:
S260963:

B. Dawes

Counsel for the Petitioner, Douglas Lake
Capital Company ULC in Action No:
S260954:

M.G. Swanson

The Respondent appearing in person and
as a representative for 1142640 B.C. Ltd.:

C.J. Craig

Place and Date of Hearing:

New Westminster, B.C.
March 2, 2026

Place and Date of Judgment:

New Westminster, B.C.
March 13, 2026

[1] **THE COURT:** This is a petition to discharge a certificate of pending litigation pursuant to s. 215 of the *Land Title Act*, R.S.B.C. 1996 c. 250 [LTA], and the court's inherent jurisdiction. There are two petitions before me, one brought by Douglas Lake Cattle Company ULC and one brought by Sagebrush Golf Course Holdings Ltd. The two petitions have been brought on an identical bases seeking the same relief, the discharge of the CPL. These reasons will address both petitions collectively.

[2] While the petitioners made separate submissions, the petitions were argued together, and each petitioner essentially joined and adopted each other's positions. For the sake of simplicity, I will refer to arguments advanced by either as being advanced by the petitioners collectively. The underlying action was initiated by Calvin John Craig and 1142640 B.C. Ltd., which hereafter I will refer to as ("640 Ltd."), against Steveston Seafood Direct Inc., Andrew Knott, Ewen Nicholas Edward Knott, and Judith Marnell Knott.

[3] On July 14, 2025, Mr. Craig and 640 Ltd. commenced the action by filing a notice of civil claim in the British Columbia Supreme Court. In their notice of civil claim, the plaintiffs allege that the defendants breached certain agreements with Mr. Craig and made certain misrepresentations to Mr. Craig which induced him to purchase 640 Ltd. and caused him financial loss and expense associated with the lands located at 25460 72nd Avenue, in Langley, B.C. (the "Langley Property").

[4] The facts alleged by the plaintiffs are somewhat complex; what is relevant for the instant petitions is the following:

1. 640 Ltd. holds title to the Langley Property and is registered at that address.
2. On or around March 30, 2020, Mr. Craig contracted to purchase the Langley Property from the defendants. At the time, Andrew Knott was the sole director and officer of 640 Ltd., and Ewen and Judith were the directors of Steveston Seafood, which held all shares in the capital of 640 Ltd.

3. Mr. Craig alleges that the defendants breached multiple contracts of purchase and sale and failed to deliver clear title to the Langley Property.
4. The parties subsequently agreed to a share purchase agreement under which Mr. Craig would purchase 640 Ltd. The company was transferred to Mr. Craig on or about September 15, 2023.

[5] On July 15, 2025, Mr. Craig registered the CPL against the lands located at 6355 Stagecoach Trail, Quilchena, B.C., V0E 2R0 ("Sagebrush Property").

[6] As a preliminary matter, I accept that both petitioners have standing to bring the instant petitions. Douglas Lake Cattle Company ULC is the owner of the Sagebrush Property, and Sagebrush Golf Course Holdings Ltd. is the lessee and holder of a registered leasehold interest. I am satisfied that both are impacted by the CPL. See *Davis v. Archibald*, 2025 BCSC 2095, at paras. 59-61.

Does the Notice of Civil Claim Disclose an Interest in Land?

Legal Framework

[7] The law governing the registration and cancellation of CPLs was recently summarized by Justice Lamb in *Singh v. Sidhu*, 2026 BCSC 249, at paras. 8-12. Section 215(1)(a) of the *LTA* allows a person to commence a proceeding to register a CPL against land where they have pled an interest in that land. A CPL is an extraordinary pre-judgment mechanism to preserve a valid claim to an interest in land until the issues in dispute can be resolved, citing *GMC Properties Inc. v. Rampart Estates Ltd.*, 2023 BCCA 172, at para.37.

[8] A CPL which was never validly supported by a claimed interest in land may be immediately struck. See *Bilin v. Sidhu*, 2017 BCCA 429, at paras. 54-55; and *1332404 B.C. Ltd. v. 1266685 B.C. Ltd.*, 2025 BCCA 46, at para. 14. The test to be applied is whether the pleadings, assuming them to be true, support a claim to an interest in land. No evidence is considered or weighed at this stage, and the merits of the underlying cause of action are not assessed. See *Montaigne Group Ltd. v. St. Alcuin College for the Liberal Arts Society*, 2023 BCSC 1257, at paras. 26-27.

[9] When assessing whether pleadings disclose a claim to an interest in land, the pleadings must be read as a whole, citing *Batth v. Sharma*, 2024 BCCA 29, at para. 30. The question to be determined on this petition is whether the plaintiffs' notice of civil claim includes a properly pleaded claim to an interest in the Sagebrush Property. If it does, the CPL shall remain registered. If not, the CPL shall immediately be discharged.

Claims Advanced

[10] As noted by the petitioners, the Sagebrush Property is somewhat peripheral to the claims advanced by the plaintiffs. The property is referenced in a few paragraphs of the notice of civil claim, which will be reproduced below.

[11] The plaintiffs allege that at a point in time when the defendants were meant to deliver title to the Langley Property free of any encumbrances or charges, Andrew Knott represented that he owned the Sagebrush Property and that he would soon be selling the property and using a portion of the sale proceeds to discharge an outstanding mortgage on the Langley Property.

[12] The relevant portions of the notice of civil claim found under the heading "Part 1, Statement of Facts," are the following:

54. Andrew made further assurances to Calvin that although the insurance proceeds had not yet been obtained to payout the mortgage as promised, that Andrew had an ownership stake in a property known as Sagebrush Golf Course, located at 6355 Stagecoach Trail, Quilchena, B.C. Canada, VOE 2RO, having a legal description of:

LOT 2 PLAN KAP92233, DISTRICT LOT 208, SECTION 33,
TOWNSHIP [sic] 95, KAMLOOPS DIV OF YALE LAND
DISTRICT, & DL209

PARCEL IDENTIFIER: 028-635-159

("Sagebrush").

55. Andrew told Calvin that Sagebrush was being sold in or around May 2025, and Andrew promised Calvin that he would use his proceeds of the sale of Sagebrush to payout Karol Burkat's mortgage. The sale of Sagebrush failed to materialize.

60. The Defendants have been unjustly enriched and Calvin has been correspondingly deprived and there is no juristic reason for the Defendants to be enriched. In particular:

- a. The renovations completed by Calvin on the Property enhanced its value and utility, constituting an enrichment to the Property.
- b. The Defendant's [sic] were enriched by receiving the deposits from Calvin for their own use and benefit.
- c. Calvin has suffered a deprivation in terms of the money expended on renovations and deposits. Thus expenditure, made under the assumption of a forthcoming valid purchase and sale agreement, resulting in a financial loss for Calvin when he acted to his detriment based on this assumption.
- d. The absence of juristic reason for the Defendant's enrichment is predicated on the fact that they knew or ought to have known about the existing financial charges on the title of the Property, and not being able to remove them.

61. The funds acquired under the Mortgage were used for the benefit of Andrew's interest in Sagebrush, and for the benefit of Andrew's interest in 1278157 B.C. Ltd., and, for the benefit of Andrew's interest in 156315 B.C. Ltd.

[13] In short, the plaintiffs appear to take the position that Andrew Knott represented that he owned the Sagebrush Property, and funds which Mr. Craig ought to have benefitted from were instead funnelled, or at least in part, into the Sagebrush Property.

Analysis

[14] For substantially the reasons advanced by the petitioners, I cannot find that the plaintiffs' notice of civil claim discloses a claim to an interest in the Sagebrush Property. Even assuming the whole of the plaintiffs' pleadings to be true, no interest in the Sagebrush Property is validly pleaded in the instant action.

[15] I am satisfied that the plaintiffs' contention that there is any connection between funds owed to Mr. Craig and the Sagebrush Property must fail for the following reasons, *inter alia*:

1. The plaintiffs have not pleaded that Andrew Knott or any other defendant *actually* had an interest in the Sagebrush Property.
2. The plaintiffs have not pleaded that the hypothetical proceeds of any sale of the Sagebrush Property *would* be paid to Mr. Craig.

3. The plaintiffs have not pleaded that any of the defendants *had a claim to or, in fact, received any proceeds* from the mortgage on the Langley Property.
4. Fatally, no genuine nexus between the plaintiffs' claims and the Sagebrush Property is pleaded.

[16] The Sagebrush Property appears to be wholly unconnected to the contractual claims in the underlying proceeding. There is nothing before me indicating that any party to the contracts had an interest in the Sagebrush Property beyond the suggestion that Andrew Knott represented that he did. Mr. Craig has not pleaded that Andrew Knott, in fact, had or has an interest in the Sagebrush Property, only that he represented same.

[17] In oral submission, Mr. Craig attempted to outline facts and evidence which were not pled or otherwise set out in his pleadings. As such, they cannot form part of the analysis under s. 215 of the *LTA*. I cannot say at this stage whether the result would have been different if those facts had been pleaded. Even accepting for the purpose of the s. 215 analysis that Mr. Knott made such a statement, any remedy would be against Mr. Knott personally for damages. This would not create an interest in land. Simply put, there is nothing in the pleadings that discloses a claim to an interest in the Sagebrush Property.

[18] While the plaintiffs have pleaded unjust enrichment, which is in theory capable of supporting a trust claim over the Sagebrush Property, the claim in unjust enrichment is connected to the Langley Property, not the Sagebrush Property. Again, this would appear to be fatal to the validity of the CPL as against the latter property. Specifically, the plaintiffs allege that the defendants were unjustly enriched by:

1. Uncompensated renovations made by Mr. Craig to the Langley Property.
2. Deposits Mr. Craig paid to the defendants, (which were related to the purchase of the Langley Property and of 640 Ltd., and not the Sagebrush Property, which was unconnected to any agreement between the parties).

[19] Insofar as the plaintiffs assert at para. 61 of their notice of civil claim that Andrew Knott benefitted from funds acquired through the mortgage that he was contractually bound to discharge, in addition to the issues identified above, this is a bald assertion without anything further. While I am aware the plaintiffs do not need to adduce evidence at this stage, the plaintiffs have not pleaded even basic facts related to this allegedly fraudulent transfer of funds, citing *Deol v. Hans*, 2024 BCSC 2254, at paras. 60-61.

[20] As a result, while the plaintiffs seek tracing, it is difficult to parse what exactly they are seeking to trace and how it might assist in the making out of a constructive trust. The pleadings cannot be read in a way to allow the court to find the facts necessary to establish a constructive trust, nor an express trust, or a resulting trust or the Sagebrush Property. This property does not belong in any of the defendants, and there is no nexus between any cause of action advanced by the plaintiffs and the Sagebrush Property.

[21] While not necessary to the disposition of this petition, in light of my findings above, the petitioners also correctly point out that even if a trust could be properly made out, the plaintiffs have not pleaded that monetary damages would be an inadequate remedy, which would be a precondition to a proprietary (i.e. trust) remedy, rather than a monetary one. See *Beijing Tian Zi Property Group Trading Ltd. v. Jia*, 2021 BCSC 423, at para. 45.

[22] The CPL in this case appears to have been filed as "leverage to secure [a] financial claim," contrary to the purpose of certificates of pending litigation. See *Drein v. Puleo*, 2016 BCSC 593, at paras. 8-10. The petitioners assert that this fact was essentially admitted by the plaintiff in his affidavit material. To the extent that the plaintiffs filed a CPL to obtain security for their claims, this is clearly an improper use of this legal instrument.

Conclusion

[23] As the plaintiffs' notice of civil claim is incapable of supporting a claim to an interest in the Sagebrush Property, the CPL shall be cancelled pursuant to s. 215 of the *LTA*.

Costs

[24] The petitioners have been successful and are entitled to their costs at Scale B.

[25] The petitioners have additionally asked for special costs. I would decline to order special costs. I acknowledge that Mr. Craig was informed that he had not pleaded an interest in land and was given an opportunity to voluntarily remove the CPL. However, I also note that although Mr. Craig originally retained counsel, he is self-represented at this stage. I do acknowledge that he appears to have had counsel when he was informed of the difficulties with the CPL.

[26] While a litigant's self-represented status will not necessarily insulate against special costs, it is certainly a factor to consider and courts must exercise restraint in such circumstances, citing *Din v Oliveira Funeral Services Ltd.*, 2024 BCSC 1193, at para. 33; and *K.L.M. v. L.K.M.*, 2023 BCSC 1414, at para. 39.

[27] Mr. Craig's pleadings were found to be deficient. As such, I have found that the CPL was improperly registered. However, I cannot fairly characterize his conduct as "reprehensible" so as to justify special costs. See *Smithies Holdings Inc. v. RCV Holdings Ltd.*, 2017 BCCA 177, at paras. 56-57. Likewise, I am unable to conclude that his legal strategy was reckless.

[28] Although the petitioners rely on *Basha Sales Co. Ltd. v. Adera Equities Inc.*, 2017 BCSC 1715, in which special costs were ordered in part on the base of an improperly registered CPL, I note that the plaintiffs in that case were "sophisticated" and "advised by sophisticated counsel throughout" at para. 25. Those are not the precise facts before me.

“Gottardi J.”