

Court of King's Bench of Alberta

Citation: Capital Land Services Ltd. v Revitalize Energy Inc., 2025 ABKB 15

Date: 20250110
Docket: 2101 05427
Registry: Calgary

Between:

Revitalize Energy Inc.

Applicant

- and -

Capital Land Services Ltd., County of Vermilion River

Respondents

**Reasons for Decision
of the
Honourable Justice N.E. Devlin**

[1] Two companies, Revitalize Energy [“Revitalize”] and Capital Land Services [“Capital”] have duelling interests in the mineral rights to a piece of land [the “Lands”] owned by the County of Vermilion [“the County”]. Revitalize appeals from an Application Judge’s refusal to remove Capital’s caveats from the land and to restore two other previous caveats lapsed by its rival.

[2] For the reasons that follow, the appeal is allowed and the Registrar is directed to restore the Certificate of Title for the Lands to its previous state, pursuant to s 190 of the *Land Titles Act*, RSA 2000, c L-4 [“LTA”].

The facts

[3] In 2011, the mineral rights in the Lands were leased from the County by Scott Land Co. [“Scott”], who protected their interest by registering a caveat. Scott assigned its interests in the lease to a company known as Petrocapita in 2016, which similarly caveated its interest. Revitalize purchased Petrocapita’s interest in the Lands through a Vesting Order issued by this Court in Petrocapita’s insolvency in August 2022.

[4] For reasons that are unclear on the record, Revitalize repeatedly tried but failed to register a transfer of the Petrocapita caveat to itself. The record does not suggest that Land Titles’ intransigence towards effecting the transfer had anything to do with an underlying concern about its validity. Nevertheless, Revitalize’s interest was left exposed.

[5] The respondent Capital also had its eye on the Lands in the summer of 2020. Apparently believing that Petrocapita’s lease interests had lapsed for non-production, it approached the County and negotiated first an option to lease [the “Option”], and then a standard form CAPL mineral lease. Though nothing turns on it, the Option predated the insolvency Order by a month, and the lease post-dated it by three weeks.

[6] The County never received Ministerial approval for either agreement with Capital, neither before nor since execution. This agreed fact is a matter of public record, acknowledged by Capital and the County. The *Municipal Government Act*, RSA 2000, c M-26, s 431(2) [“MGA”] makes such prior consent mandatory, and declares offending contracts to be “of no effect”.

[7] Capital, however, had better luck with Land Titles and registered caveats for both instruments, in late August and early September of 2020 respectively [the “Capital caveats”].

[8] In November 2020, Capital commenced lapse proceedings against the Scott and Petrocapita caveats. It did so by mailing the requisite notice to Petrocapita’s address as listed on the 2016 caveat, in formal compliance with s 138(1)(b) of the *LTA*. This document wound its way to a community mailbox in Cochrane. Needless to say, it never came to the attention of any relevant or concerned individual. This was by design, as evidence demonstrates that Capital’s principal knew of Revitalize’s interests in the Lands no later than September 15, 2020. However, Revitalize never received notice of the lapse proceedings, as they did not appear anywhere on the Certificate of Title.

[9] Absent any opposition, the Registrar of Land Titles lapsed the Scott and Petrocapita caveats on February 10, 2021. Revitalize learned of this on April 21, 2021, when it pulled title on the Lands and discovered its predecessors’ caveats, which provided the only protection for its successor interest, were gone.

[10] Rather than pursue any of the internal remedies found in s 184(1) of the *LTA*, Revitalize filed a Notice of Application which commenced these proceedings on May 14, 2021. As now amended, the Application seeks a declaration and consequential corrective action under s 190(1) of the *LTA*. Specifically, Revitalize asks for:

A declaration that the 2020 Option Agreement and the 2020 PNG Lease are, and were, of no effect, such that they are not, and were not, interests in land, and are

not, and were not, sufficient to support a caveat against the Lands, and do not, and did not, provide Capital Land with the legal right to commence lapse proceedings with respect to the 2011 Caveat and 2016 Transfer of Caveat; and

An Order:

- (a) Directing the Registrar of the Land Titles Office for the South Alberta Land Registration District to forthwith correct the Certificate of Title to the Lands notwithstanding the provisions of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4 by:
 - i. reinstating the 2011 Caveat and 2016 Transfer of Caveat on the Certificate of Title to Lands in the same priority as they existed prior to the being unlawfully and invalidly discharged from the Certificate of Title to the Lands; and
- (b) discharging the 2020 Option caveat and the 2020 Lease caveat from the Certificate of Title to the Lands.

[11] Revitalize also challenged the propriety of Capital having served its lapse proceedings on a defunct corporation when it actually knew of Revitalize’s status as the successor to Petrocapita’s interest.

[12] Capital and the County resisted the Application principally on the basis that Revitalize lacked standing to challenge, or seek declarative relief in relation to, Capital’s lease, given that Revitalize’s interest had allegedly lapsed due to non-production. Capital further opposed granting of any declaration about the status of its contracts with the County at the behest of a stranger to those contracts, relying on authorities precluding outside intermeddlers from asking courts to opine on the agreements of others: *District of Kitimat v Alcan Inc*, 2006 BCCA 75.

[13] Both Capital and the County also argued that the mutual resolution of the conflicting title interests was required before a remedy under s 190(1) of the *LTA* could issue, and that this determination required a trial.

[14] Finally, both Respondents defended Capital’s service of the lapse proceedings as “perfect” compliance with the *LTA*, and argued that Revitalize ought to have exhausted its remedies under the *LTA* before starting this Application.

The Decision appealed from

[15] After the exchange of extensive affidavit evidence and cross examinations, the matter came before Applications Judge Mattis in March of 2023. She dismissed Revitalize’s application, principally on the basis that the competing title claims had to be determined concurrently, and that this could not take place through an application. Specifically, she held that:

[T]he relief sought on this application is not as simple as argued by Revitalize. The court must be satisfied that Revitalize has a valid and subsisting leasehold interest, and the court is also being asked to determine that Capital does not have an interest in the land. I find that I cannot determine the issue of rectification of title on this record or based on how the issues have come before the court on this originating application. The parties needed determination of validity of both

Revitalize and Capital's leasehold interests, and if both are found to be valid, the Court will be left to address whose lease takes priority.

[16] Mattis AJ relied on the decision of this court in *Nature Conservancy of Canada v Waterton Land Trust Ltd*, 2014 ABQB 303 for the principle that correction of a certificate of title under section 190(1) is a discretionary power to be exercised with great caution and went on to hold that:

Ultimately, I agree with the county that this application is premature and with the county's submission that what is really in dispute is the fact that capital and revitalize are claiming leasehold interests in the same land. I further agree with the County's submission in its brief that although section 190 is broad and grants the court the authority to rectify the certificate of title, given that the underlying leasehold rights protected by the caveats are an issue, this is not an instance where the discretion ought to be exercised. And further, until the underlying dispute and substantive rights and potentially competing rights are fully adjudicated, it is both premature and inefficient to make changes to the certificate of title.

[17] Revitalize appeals under r 6.14. Capital and the County defend the appeal on the basis that the learned Applications Judge was correct that the factual matters in dispute were not suitable for determination except in a full trial of the competing land interests.

Standard of review

[18] The standard of review in this context is correctness. While Capital relies on recently decided case law from this Court suggesting that a more traditional appellate standard of deference may be warranted and legally permissible, the present matter provides no reason to engage with that debate.

[19] While this is technically a *de novo* hearing, the only new evidence presented was of two recent Alberta Energy Regulator decisions, which appear to constrain Revitalize's ability to operate. Although Capital suggested that these bring mootness into play, I find they have no bearing on the determination of what interests should be reflected on the title to the Lands and there remains a live controversy. Moreover, the question here is agreed to be of potential importance in respect to the distribution of profits held in trust from mineral production from the Lands during the pendency of this application, under an interim Order of this Court. Therefore, the matter is not moot.

Errors permitting review

[20] With great respect to the Application Judge's thoughtful reasons, I am persuaded that she was drawn into errors of law that permit review. Specifically, on page 7 of the transcript of her reasons, beginning at line 20, she characterizes a number of issues as factual as opposed to legal. These include:

- I. was the absence of ministerial consent just an administrative formality;
- II. what is the impact of the absence of ministerial consent;
- III. is the unlawful lease void or merely unenforceable;

- IV. does Capital's lease create an interest in land;
- V. what are the consequences of a breach of section 431(2) of the *MGA*;
- VI. did Capital have an interest in land that permitted it to serve the lapse proceedings; and
- VII. were Capital's lapse proceedings properly served?

[21] All but one of the last of these seven points is a pure question of law. Each of those were suitable for determination on an application. Thus, I am satisfied that there is a basis for this Court to review the decision.

Should Revitalize have sought an internal remedy under the *LTA*?

[22] For sake of thoroughness, I will first deal with the question of whether internal relief under the processes provided for review of acts or refusals of the Registrar within the *LTA* should have been pursued instead of this Application. The short answer is that those internal processes provide an alternative pathway, not a mandatory one. In *Kathryn Farms Ltd v 1572548 Alberta Ltd*, 2022 ABCA 21 the Court of Appeal considered, at least inferentially, the existence of different pathways to a remedy under the *LTA* and expressed no concern about parties coming to the Court by way of application: at para 17. Similarly, this Court proceeded in the exact manner proposed by the Applicants in this case in *24424 Alberta Ltd v Jerol Investments Ltd*, (1981) 10 ACWS (2D) 359, providing further comfort that this approach is acceptable.

[23] I am satisfied that this Application is a proper mode of bringing a dispute over removal of a caveat to this Court.

Revitalize's Application

[24] Revitalize seeks the declaration and corollary correction of Title on the basis that Capital had no interest in the land. The law and logic underlying its position is unimpeachable.

i. Municipal mineral leases require ministerial approval

[25] Any lease or dealing in a mineral title by a municipality requires Ministerial approval. Specifically, under the heading "Acquisition of minerals", s 431(2) of the *MGA* provides that:

(2) A municipality must not transfer, lease, mortgage or otherwise dispose of or deal in any minerals or any interest in minerals without first obtaining the written consent of the Minister, and any disposition or dealing made without the consent of the Minister has no effect.

[emphasis added]

[26] Both of the agreements Capital signed with the County constitute dealings in mineral interests. Both required Ministerial approval in advance.

ii. *No Ministerial approval has been given*

[27] There is no dispute that Ministerial approval was never given for either of Capital's contracts with the County. This fact is easily amenable to a finding on an application: *Goodswimmer v Canada (Attorney General)*, 2017 ABCA 365 at paras 38-41.

iii. *The lack of Ministerial approval makes Capital's instruments "of no effect"*

[28] While the Option and Lease are not illegal contracts, the act of their formation was unlawful. The impact of this is clear and textually prescribed: they are of "no effect".

[29] Capital argued that there is a salient legal distinction between a contract that is "unenforceable" and one that is of "no force or effect". No authority was offered for what I find to be a distinction without a difference. The whole point of s 431(2) is to prevent municipalities from unilaterally disposing of mineral rights in any way. Permitting encumbrance of title by contracts which were unlawfully entered into by municipalities, contrary to the *MGA*, would directly undermine the purpose of the statute.

[30] Neither of Capital's instruments have any legal effect.

iv. *An ineffective lease gives no interest in land,*

[31] The impact of an agreement or disposition having "no effect" has been determined by the decision of our Court of Appeal in *Oxford Development Group Inc et al, v Midland Development Ltd*, (January 14, 1993) [1993] AJ No 47 (QL), [1993] AWLD 162 (Alta CA No 13668) [*Oxford*]. The endorsement in that case states as follows at para 1:

A contract can give an interest in land only to the extent that specific performance is possible. Section 4 of the Statute of Frauds bars specific performance.

An unenforceable contract gives no interest in land.

[emphasis added]

[32] This statement is both binding on this Court and logical on first principles. It is also consistent with the decision of Cromwell JA (as he then was), in *NSUPE v Halifax Regional School Board*, 2001 NSCA 106 [*NSUPE*]. In that decision, relied on by the respondents, the Court considered whether unlawful terms of a contract could nonetheless be considered by a quasi-judicial body as facts informing the interpretation and treatment of the relationship between the contracting parties. In rejecting any such collateral use of a statutorily barred terms, the Court stated at para 29 that: "[t]he Act clearly spells out the consequences of illegality: the illegal provision is to have no force or effect. This legislative direction must be given effect."

[33] Capital creatively argued that its lease is valid as the *MGA* "does not prohibit the contract's enforcement [and] the legislative interest does not require unenforceability". Respectfully, this position is not tenable. This is not a case of illegality yielding uncertainty. The *MGA* expressly says the contract is "of no effect". The principles of contingent enforceability of unlawful contracts enunciated in *Love's Realty & Financial Services Ltd v Coronet Trust*, 1989 ABCA 63 (CanLII) are thus inapplicable.

[34] Capital simply did not have an interest in the Lands at the time it moved to have the Scott and Petrocapita caveats lapsed.

- v. *A person must have an interest in the subject Lands to commence a lapse proceeding in respect of those Lands pursuant to s 138(5) of the LTA.*

[35] The caveat-lapse regime in section 138 of the *LTA* imposes a condition precedent to commencement of a lapse application. The party engaging the lapse process must have an interest in the subject Lands. The relevant section states that:

(5) No caveat is deemed to have lapsed pursuant to subsection (1) unless the person who caused the notice to be served or sent proves to the satisfaction of the Registrar that the person has an interest in the land, mortgage or encumbrance against which the caveat was lodged.

[emphasis added]

[36] Presumably, the Registrar was satisfied by Capital's assertion of its interest on the strength of the Statutory Declaration it filed with the lapse documents. Before me, Capital submitted that this is sufficient. It argued that all s 138(5) requires is a "good faith" assertion of an interest, and that a sub-facial flaw in that interest does not void the lapse proceeding or necessarily mandate its reversal. They say that the status quo should remain unless and until someone, who themselves has established standing to do so, challenges the lapse proceedings.

[37] However, Capital does not, and cannot, contend that their own interest could withstand independent scrutiny. I find that s 138(5) requires an actual interest, not merely an honestly asserted one. The record permits a finding, on the undisputed facts, that Capital did not meet the requirement.

[38] I am cognizant that there is a possibility of an *attempt* at ratification of the Capital lease. The current phrasing of s 431(2) of the *MGA*, declaring unapproved dispositions as being of "no effect", represents an express change from the predecessor language of s 21(2) of the former *Tax Recovery Act*, RSA 1980, c T-1, which specified that contracts which contravened it were "void". The earlier language would appear to preclude ratification. A similar argument could be made in regard to the advance-approval requirements currently in force. However, a factually contingent *possibility* of an interest in land coming about in the future is insufficient to satisfy s 138(5).

[39] The Registrar ought to have rejected Capital's lapse proceedings for failure to satisfy s 138(5).

Does Revitalize have standing to seek the declaration and relief under s 190(1)?

[40] This is the point at which the case takes on a degree of circularity, in that Capital says that Revitalize is a stranger to its lease with the County because Revitalize's own lease has supposedly lapsed for previous non-production, mirroring Revitalize's basis of objection to Capital's lapse proceedings. It is this circularity and mutuality of positions, premised on the mirrored underlying need to establish lease validity, that persuaded the Applications Judge that this matter could not be resolved before her.

[41] The question before the Court therefore reduces to whether potential problems with Revitalize's interest spares Capital from review and removal of the changes it has wrought to the Register.

The principles of private interest standing

[42] Private interest standing to seek a declaration is a policy threshold for invocation of the Court's jurisdiction: *Canada (Attorney General) v. Downtown Eastside Sex Workers United Against Violence Society*, 2012 SCC 45 at para 22. It is grounded on "a personal basis where one's legal rights have been or are likely to be affected": *Alberta (Attorney General) v Malin*, 2016 ABCA 396 at para 18. [emphasis added]

[43] The extent and nature of the "interest" required for standing to seek private judicial relief is context specific, open to considerable flexibility and, crucially, extends to interests which may ultimately be disproven: *R v Sandhu*, 2018 ABQB 112 at para 24; *WV v MV*, 2024 ABKB 174 at para 116. As observed by Antonio J (as she then was) in *Sandhu* at para 24:

...standing can be "a question about whether the [claimant] has a sufficient stake in the outcome to invoke the judicial process. The question of standing focuses on the position of the party seeking to sue, not on the issues that the lawsuit is intended to resolve": Peter W. Hogg, *Constitutional law of Canada*, 5th ed. (Toronto: Carswell, 2007) (loose-leaf) at 59-3, footnote omitted.

[emphasis added]

[44] In *Canadian Pacific Railway Company v. Building Material, Construction and Fuel Truck Drivers Union, Local 213 of International Brotherhood of Teamsters*, 1975 CanLII 991 (BC CA); [1975] BCJ No 6 (QL), the British Columbia Court of Appeal granted private interest standing to seek declaratory relief to a stranger to a labour dispute, on the basis that the alleged illegality of that dispute impacted the CPR's legal rights and obligations to others. At para 23 of that judgment, Bull JA said the following:

...the right to give declaratory relief is, and should be, interpreted in a large rather than narrow sense, and that a private right is affected when there is a "dispute" used in a larger meaning than a limitation to some legal relationship between the parties. As stated by Zamir in his work *The Declaratory Judgment* at p.249:

There is no need that the relationship between the parties should be one within the framework of recognized legal categories: contract, tort, trust, etc. It is sufficient that the act of the defendant has affected or may affect the plaintiff in his private rights.

[emphasis added]

[45] Thus, private interest standing describes the relationship between the parties and the subject matter of the *proposed* lawsuit, not the outcome of it. Experience illustrates the point: many people who sue turn out not to have a valid or successful claim. It does not follow that they lacked standing to bring their action in the first place. This reality defeats Capital's tit-for-tat reasoning.

The principles applied

[46] The two competing conceptions of standing in this case are neither reciprocal nor symmetrical. The standing required by Capital to bring effective lapse proceedings under s 138(5) of the *LTA* is a strict statutory condition precedent. It demands a reviewable demonstration of a valid legal interest in the subject land. Capital definitively lack such an interest. The flaw in its

claim to standing is publicly discernible statutory illegality, which expressly renders their interest “of no effect”.

[47] On the other hand, Revitalize is the Court-approved successor to a leasehold interest whose original provenance is not questioned. Its lease remains valid on its face. Therefore, the default state, prior to final resolution of the dispute, is that Revitalize has an easily ascertainable ‘interest’ in the Lands. Moreover, the priority of the interests Revitalize purchased through the Petrocapita insolvency is undeniably a factor in the *potential* value of whatever it is Revitalize actually has, giving them an ‘interest’ in judicial review of the caveats on title.

[48] On Capital’s behalf, Mr. Zhu made the eloquent argument that a registered invalid interest has the same value as an unregistered invalid interest, which is zero. While logically unimpeachable, this submission again conflates the determination of Revitalize’s *ultimate rights* with its *interest* in seeking private law rulings about others’ dealings with the Lands. These concepts are not co-extensive.

[49] Unlike the public and fatal flaw in Capital’s position, which bars entry to s 138 of the *LTA*, the alleged flaw in Revitalize’s interest is a question of fact and legal interpretation of the lease that can only be determined after an evidence-based inquiry. That issue is a room at the end of the hallway, not a lock on the front door.

[50] Moving past questions of strict standing, the real issue raised by Capital’s objections is whether the Court *should* insist on co-determination of Revitalize’s and Capital’s ultimate rights to the Lands for reasons of fairness, equity, or judicial economy. The relevant factors strongly suggest there is no need to put Revitalize’s interest on trial at this point in time, or before ruling and acting on a review of Capital’s right to effect the title.

[51] First, the County – the only other party with an interest in the Lands – has not taken any independent steps to determine Revitalize’s interests. Rather, it has been content to enjoy a cleansing of its title at Capital’s expense, as a collateral benefit to its unlawful dealings with them. Capital did nothing wrong by signing its Option and Lease with the County. It bought nothing, but it broke no laws. The same cannot be said for the County. Section 432(1) overtly prohibits municipalities dealing on mineral rights without advance consent. It is unseemly to allow the County a benefit against Revitalize as a byproduct of its unlawful conduct.

[52] Second, if honest notice had been given of the lapse proceedings, it would have been to Revitalize. Capital knew Revitalize was the interested party and the only party effectively capable of mounting a challenge to the lapse proceedings. If served, Revitalize would have had a right to present their case against Capital’s request to lapse the Scott and Petrocapita caveats. That process would have begun and ended with easy proof of Capital’s inability to satisfy s 138(5) of the *LTA*.

[53] I need not determine whether Capital’s statutorily compliant but equitably deficient service of the lapse proceedings could or should invalidate it. The ability to rely on the face of the register is a key tenet of the Torrens system that should be rarely, if ever, departed from: ***830480 Alberta Ltd v DJ Forbes Holdings Inc***, 2021 ABCA 43 at para 21; ***Angus Partnership Inc v Salvation Army (Governing Council)***, 2018 ABCA 206 at para 56.

[54] Respect for that principle does not, however, mean that courts must ignore inequitable actions or dealings by parties when deciding whether to grant discretionary relief, under s 190 of the *LTA*, or otherwise at law.

Conclusion on standing and declaratory relief

[55] Revitalize has standing to bring this Application and succeeds in establishing Capital's lack of any legally effective interest in the Lands. They are thus entitled to the declaration they seek. Capital has no interest in the Lands, and could not satisfy the requirements of the *LTA* to commence lapse proceedings against the Scott and Petrocapita caveats.

Remedies under s 190(1)

[56] The next question is whether Revitalize is entitled to the two remedies it seeks under s 190(1) of the *LTA*, namely restoration of the lapsed caveats and deletion of Capital's caveats. Section 190(1) grants this Court broad, discretionary powers to correct land registrations once it has substantively determined the underlying rights: *Kenneth John Braithwaite Professional Corporation v 1006868 Alberta Ltd*, 2022 ABCA 163 at para 15; *MCL Development Corporation v Harbour First Mortgage Fund GP Inc*, 2012 ABQB 555 at para 26; *McKay v 692591 Alberta Ltd*, 2015 ABQB 95 at para 20.

Restoration of the Scott and Petrocapita caveats

[57] I am easily persuaded that the 2011 and 2016 caveats should be restored to the title of the Lands, with their pre-existing priority and registration dates. Capital's action on these caveats was a nullity. Allowing the result of the lapse proceedings to remain in place would have the perverse effect of causing an unlawfully executed, statutorily ineffective contract to have a very real effect on the face of the Title Register for a commercially valuable piece of publicly owned land.

[58] Such a situation is unacceptable and should move this Court to exercise its corrective powers. As Cromwell JA held in *NSUPE* at para 27, where a "statute specifies the consequences of contractual illegality...the courts are obliged to carry out the statutory directive." Section 190(1) should have the "teeth" to right such wrongs: *Owners: Condominium Plan No. 822 1011 v. 775601 Alberta Ltd*, 2004 ABQB 692 at para 33.

[59] Restoring the Scott and Petrocapita caveats neither confirms nor enhances Revitalize's interest in the Lands, whatever that may turn out to be. It simply preserves a *status quo ante* that should never have been disturbed: *Canada Trustco Mortgage Company v Wycott*, 2002 ABQB 399 at para 25.

[60] I further exercise my discretion under s 190(1) to direct the Registrar to transfer both the Scott and Petrocapita caveats to Revitalize. This ought to have occurred earlier, as Petrocapita took these interests under Court order. Registration of the transfer would have avoided the improper lapse proceedings, and the present Order will avoid a repeat of that event.

Deletion of Capital's caveats

[61] The validity of a caveat is judged as of its registration date: *Paramount Mortgage Corp v Avenue AH Construction GP Corp*, 2014 ABQB 84 at para 30. The requisite Ministerial approval did not exist when the Capital caveats were registered. An ineffective or unenforceable contract cannot create an interest in land: *Oxford; Dical Investments Ltd v Morrison* (CA), 1990 CanLII 6606 (ON CA). The Capital caveats were thus invalid when registered.

[62] The question is whether Revitalize should be allowed to have Capital's caveats lapsed as a corollary benefit of this application, which circumvents the s 138 regime. Revitalize has chosen

not to prove the ultimate validity of its interest in the Lands in this application, which would have been a condition precedent to *LTA*-based lapse proceedings, as discussed above.

[63] This issue is decided by Revitalize’s entitlement to proceed by way of this direct application, rather than use the *LTA*’s internal remedies. That was no doubt a tactically informed choice. Section 138 of the *LTA* offers a quick, inexpensive, summary method of challenging caveats. The efficiency benefits of this mechanism come at the cost of a strict condition precedent — namely an onus to establish the challenger’s own interests. By contrast, the threshold for private interest standing to bring an application directly in court is different, and functionally lower. However, the court process is much slower and more costly, and incorporates a more discretionary remedial menu.

[64] This is a case where Revitalize was allowed to choose its own adventure, and it chose wisely. Were this a purely private matter of competing caveats, it would be tempting to leave Capital’s in place as a matter of reciprocal fairness. At the end of the day, however, the involvement of public lands and the statutory invalidity of Capital’s asserted interest persuade me that leaving the Capital caveats on title would be inappropriate.

[65] Accordingly, the Registrar is directed to remove the Capital caveats from the title to the Lands.

[66] The Court is grateful to counsel for their thoughtful and creative presentation of this case.

[67] The parties may speak to costs in the most efficient manner, to be agreed between them.

Heard on the 19th day of December, 2024.

Dated at the City of Calgary, Alberta this 10th day of January, 2025.

N.E. Devlin
J.C.K.B.A.

Appearances:

G. Finegan and E. Juergens
for Revitalize Energy Inc.

J. Dial and C. Zhu
for the Capital Land Services

S. Finlay
for County of Vermilion River