

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Van Maren Financial (2018) Ltd. v.
Wolfenden Ventures Ltd.*,
2026 BCSC 227

Date: 20260126
Docket: H240320
Registry: Vancouver

Between:

Van Maren Financial (2018) Ltd.

Petitioner

And:

Wolfenden Ventures Ltd. and Daniel Alexander White

Respondents

Before: The Honourable Justice K. Wolfe

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner:

G.H. Dabbs

Counsel for Mohamed Irfan Vohra,
Sayidakhatoon Vohra, and Douglas Allan
Zimmerer:

R.S. Atwal

Representative appearing for CRO
Holdings:

A. Choudhri

Place and Date of Hearing:

Vancouver, B.C.
January 26, 2026

Place and Date of Judgment:

Vancouver, B.C.
January 26, 2026

[1] These oral reasons for judgment have been edited.

[2] **THE COURT:** There are two applications before me: 1) the petitioner's application to approve a sale of a property (the "Property") over which it previously obtained an *order nisi* in the context of these foreclosure proceedings; and 2) an oral application made by three individuals who filed an application response on January 20, 2026 (the "Group") to adjourn the petitioner's application so that they can obtain and file further materials, including further applications.

Background

[3] Some brief background is helpful. It appears commonplace that the Property at issue here is a unique property. It consists of 162 acres located between Golden, British Columbia and Lake Louise, Alberta. The Property has an historic hunting lodge and cabins and is not subject to development restrictions. The Property is sought after by a certain number of interested parties.

[4] The petitioner is the holder of a mortgage and assignment of rents against the Property. The named respondents to the petition are Wolfenden Ventures Ltd. and Daniel Alexander White. Both of the named respondents have the same counsel of record, who, according to Court Services Online, remains their counsel on record. Neither that counsel, nor anyone else on behalf of the named respondents, appeared at the hearing before me. Wolfenden is apparently the registered owner of the Property, but I will say more about the respondents and their status later.

[5] The petitioner obtained an *order nisi* in October 2024. The petitioner was granted an order for conduct of sale on May 8, 2025, with the sale being subject to court approval unless the parties otherwise agreed in writing, which is a common term in these types of applications. The Property was listed for sale. There were a number of offers and further complications resulting from those offers, which culminated in a hearing before this Court on October 20, 2025, where the Court allowed potential bidders to put forward silent bids for the Property. The Group was the successful bidder at that time; its contract of purchase and sale was approved by the Court, with a completion date originally set for December 19, 2025.

[6] The order approving the Group's successful bid allowed the parties, being the petitioner and the Group, to extend the completion date by agreement. It is common ground that the completion date was extended to January 5, 2026. While deposits and other funds were paid, it is also common ground the deal did not complete on January 5, 2026. That is where the common ground ceases.

[7] The parties have different views about why the deal did not complete and what flows from the non-completion. The Group says they learned in December 2025 that there was, they say, extensive damage to the Property. That damage is alleged to have occurred sometime after October 20, 2025, and before the time when two members of the Group attended the Property in early January around the extended completion date. Those Group members provided some affidavit evidence of the damage they say has been caused to the Property.

[8] The Group subsequently filed, or recently filed, a notice of civil claim claiming breach of contract and specific performance. They say, among other things, that non-disclosure of the damage amounts to breach of the contract. They wish to be able to complete subject to understanding the extent of the damage and potentially some abatement because of the alleged damage. There is no dispute there is an insurance claim in relation to the Property as a result of the damage.

[9] The petitioner, for its part, says the contract has an extraordinary “as-is / where-is” clause that means the Group was required to complete the purchase even if there was extensive damage between the October contract of purchase and sale being approved by the Court and the January completion date. The petitioner's counsel asserted that the law is against the Group on this point of contractual interpretation but candidly, and in my view appropriately, admitted that all the case law on which the petitioner relies arises in instances where the Court heard substantive arguments on the contractual interpretation points. None of the cases cited are ones where the Court made a decision at this stage of a proceeding that the contractual language forecloses any possible argument or claim.

[10] The parties in this matter appeared before Associate Judge Peck on January 12, 2026. The Group had not retained counsel at that point. However, a representative standing in the place of Wolfenden appeared at that particular hearing. Associate Judge Peck advised the parties that she considered there to be triable issues that were not summary in nature and, as a result, the matter was outside an associate judge's jurisdiction. She reset the petitioner's application for judge's chambers today and set filing deadlines for the Group to provide responding materials.

[11] The Group provided its responding materials as well as some affidavits on January 20, 2026, within the deadlines set. The petitioner then filed two responding affidavits on January 22, 2026. The Group says those affidavits, and the short timeframe it had to respond to the petitioner's application, are what give rise to their present adjournment request.

Analysis

[12] The test for an adjournment is well settled. Whether in relation to a trial or an application, the Court's decision on an adjournment application is discretionary. This is codified in Rule 22-1(7)(b) of the *Supreme Court Civil Rules*. That rule provides that on the hearing of a chambers application, the Court may adjourn the chambers proceeding either to a particular date or generally, or may decline to do so. The applicable framework and the relevant principles are articulated in the leading case of *Navarro v. Doig River First Nation*, 2015 BCSC 2173 at paras. 18-28.

[13] The paramount consideration is the interests of justice in ensuring there will be a fair hearing on the merits. This requires a careful balancing of the interests of the plaintiff and the defendants, or in this case the petitioner, the respondents, and the interested parties in the form of the Group. That balancing must take into account all elements of the case, including the nature of the proceedings and the parties themselves: *Navarro* at para. 18.

[14] In general, the Court is generous rather than overly strict in granting adjournments, particularly where granting the request will promote a decision on the

merits: *Navarro* at para. 19. The cases identify many factors to be considered on an adjournment application, which include matters such as the reasons and explanation for seeking the adjournment, the potential prejudice to the parties, and others: *Navarro* at para. 20, and cases cited therein. I will not articulate all of the factors here.

[15] At core, the question is whether an adjournment is required to ensure a fair adjudication on the merits of the application. In my view, there are several reasons that require the adjournment of the petitioner's application today.

[16] First, the petitioner's application, if granted on the merits, would result in a final order in respect of land. While damages might still be recoverable, undoing a sale of land down the road is not an easy feat.

[17] Second, in substance, there is a dispute about whether there is a justifiable reason for the Group not closing on January 5, 2026, which would give the Group a right to continue as a successful purchaser for the Property. That is a matter of contractual interpretation that will require comprehensive submissions. It is the subject of the notice of civil claim that has been filed by the Group as well.

[18] Third, there is uncertainty about the extent of the damage to the Property. Mr. White's affidavit of January 22, 2026 (which is one of the affidavits the Group says necessitates the need for an adjournment) suggests that the damage is not problematic or extensive. This is contrary to the evidence that the Group provided on January 20, 2026 with respect to what they observed at the Property when they attended in early January. The Group says they should be entitled to examine Mr. White on his affidavit, including in respect of the Property, the size and status of the insurance claim, and perhaps also Mr. White's role *vis-a-vis* the registered owner of the Property, Wolfenden.

[19] Mr. White's role is another source of uncertainty. Before me today, as occurred at the previous appearance on January 12, 2026, a representative of a company called CRO Holdings appeared to advise the Court that CRO Holdings has

acquired the entirety of the interest in Wolfenden, and that, in turn, raises real questions about the ownership of the Property. In evidence before me is a memorandum of understanding or "MOU" from October 2025 in respect of the alleged acquisition of Wolfenden by CRO Holdings.

[20] As noted, Mr. White swore an affidavit on January 22, 2026. It has not yet been filed because it was commissioned virtually, and the necessary procedural steps have not been perfected to allow it to be filed. However, it was provided to the Court as an exhibit appended to an affidavit of a legal assistant. In that affidavit, Mr. White appears to dispute whether the MOU has actually been perfected or is in force. He deposes that he is, or was presumably at the time of swearing the affidavit, the 100-percent shareholder of Wolfenden Ventures Ltd. Yet this afternoon, counsel for the petitioner advised the Court, on behalf of the counsel who commissioned Mr. White's affidavit, that that particular statement in the sworn affidavit is actually inaccurate, and instead Wolfenden Ventures Ltd. is owned by an Alberta numbered company, which is, in turn, owned by the Dan White Family Trust (the "Trust").

[21] Mr. White's legal relationship to the Trust is not in evidence before me, but if accurate, the information petitioner's counsel provided to the Court this afternoon raises further questions about the representations given by Mr. White in the MOU and the accuracy of what Mr. White deposed to in his affidavit. As well, I was advised that there is also pending litigation in Texas, the law of which is said to govern the MOU. That litigation implicates at least some of the confusion around Wolfenden and Mr. White's status; it also implicates the Property directly given express references to the Property in the language of the MOU.

[22] The overriding concern on an application for an adjournment is whether the Court has what it needs to do what is just and equitable between the parties. I am not satisfied I have the information that is necessary before me today to make a decision about what is just and equitable between the parties. On that basis, I am going to grant the application for an adjournment as requested by the Group.

[23] That said, I do not wish to adjourn this matter generally only to have the parties return in the same position at a future appearance. The parties have been before this Court on multiple occasions, and it is necessary to ensure that whatever adjournment I grant is on terms that will allow this matter to have moved forward the next time it comes before the Court.

[24] I accept there is some prejudice to the petitioner from the delay and from an adjournment, but in my view it is not as significant as the prejudice that would flow to the Group if they are not allowed to pursue the triable issues they have raised before this Court and the additional information which has come to light late in the day.

[25] As a result, I am going to grant an adjournment on the following terms, and I will look for some assistance from counsel to ensure that I do not set dates that are problematic. I am going to adjourn this matter to a date to be booked in long chambers for one full day, with this matter to be given urgency in terms of booking. Now, counsel, I need to know if you can tell me the next date to attempt to secure a long chambers matter.

[26] CNSL R. ATWAL: February 10, Justice.

[27] THE COURT: Okay. Counsel are to attempt to secure a long chambers date on February 10, 2026. I understand there is a new booking system. If counsel are unable to secure a date despite advising that, pursuant to my order today, there is urgency to this matter, then, counsel, I am open to your suggestions about how the Court can best assist you in order to make sure that you do not get a long chambers date six months down the road. I do not think that length of delay serves anyone's interests here. So, do you have submissions on how I can best assist?

[28] CNSL R. ATWAL: In the booking system, I have just used some order from the Court that says it is urgent. I have not been unsuccessful yet on that point. I am not sure that anything else -- yes -- anything else --

[29] THE COURT: We will see.

[30] CNSL R. ATWAL: -- that we can do. So, on the February 10th date, we will be booking for April long chambers.

[31] THE COURT: Okay.

[32] CNSL R. ATWAL: Yeah. And if we are unsuccessful, we can go on the assize list for April in Abbotsford or Port Coquitlam, things like that. I am not sure what else we can do.

[33] CNSL G. DABBS: And, well, I -- I agree.

[34] THE COURT: Okay. So, counsel, I will leave it to you to use your best efforts. If you are encountering significant difficulty, then you have liberty to send communications back to me (pursuant to the practice directive where you have to exchange them), and I will see what I can do for you. I cannot guarantee anything, but I would like this matter to be able to move forward.

[35] The second term of the order concerns cross-examination. I will order cross-examination on affidavit number 4 of Daniel White, sworn January 22, 2026. That order is made pursuant to Rule 22-1(4)(a) of the *Supreme Court Civil Rules*. Mr. White is to be examined before a court reporter either in person or virtually. The cross-examination of Mr. White is to be completed before the date that is reset for a long chambers application in respect of these proceedings.

[36] I would like to give a drop-dead date. Do counsel think it is appropriate to require that the cross-examination be completed before the end of February 2026, or do you need a little longer for that?

[37] CNSL R. ATWAL: Practically speaking, I do not see an issue with that. My only problem might be if I serve Mr. Reedman and Mr. Reedman tells me "I am not accepting service," even though pursuant to the Rules he has to accept service. If Mr. White does not appear, we would enter a certificate of non-attendance, and we would do a song and dance about it for six weeks. That is the only practical issue

that I see. Really end of February ought not to be an issue, but if perhaps we could do the second Friday of March, just in case. And ...

[38] THE COURT: Mr. Dabbs, anything --

[39] CNSL R. ATWAL: March -- March 13, 2026, as a date.

[40] THE COURT: Friday the 13th. You're not a superstitious person, Mr. Atwal.

[41] CNSL R. ATWAL: I am not, Justice, unfortunately.

[42] THE COURT: Mr. Dabbs, any concerns with that?

[43] CNSL G. DABBS: I wasn't clear if April was the earliest date we're going to get. If that is the case, then that would work.

[44] THE COURT: Okay.

[45] CNSL G. DABBS: As far as April -- April being a hearing date, that is, yeah.

[46] THE COURT: Okay.

[47] CNSL R. ATWAL: Yeah, so April would be -- we would try to get dates for April, and March 13th would be the last date to schedule an examination. I think that is fair.

[48] THE COURT: All right. So, then, the cross-examination of Mr. White is to be completed before the matter is reset for a long chambers hearing and in any event before the end of the day on March 13, 2026.

[49] Next order, at least three days before the cross-examination of Mr. White on his affidavit, Mr. White is to deliver all documents in his care and control or in the care and control of Wolfenden Ventures Ltd. (because according to the information

before me he is still in charge of that entity by his own deposition) in relation to the following:

- a) The insurance claim on the Property and the current state of damage to the Property. He needs to provide documents in respect of when the damage was incurred, current status, etc.; and
- b) Any reparations, repairs, or efforts that have been made to address the damage to the Property.

[50] Those documents must be produced and delivered to counsel for the Group three days before Mr. White's examination. Counsel for the Group is at liberty to share those documents with the representative for CRO Holdings, standing in the place of Wolfenden Ventures Ltd. Of course, I will ask that you make sure that Mr. Dabbs gets a copy of them as well as Mr. Atwal.

[51] CNSL R. ATWAL: Absolutely, Justice.

[52] THE COURT: The next term of order is that the Group is at liberty to file an application for a stay of the foreclosure proceedings and / or referral of the foreclosure proceedings to the trial list and / or a consolidation of the foreclosure proceedings with the Group's civil claim seeking breach of contract and specific performance. The Group is to do so on or before February 6, 2026, and that application is to be scheduled on the same day as the petitioner's rescheduled application for approval of the sale of the Property in long chambers. So, you are seeking a full day for the hearing of those two applications together.

[53] The last order is with respect to service. Service of these orders on the respondents, Wolfenden Ventures Ltd. and Daniel Alexander White, is to be made by serving the respondents' counsel of record, Cody Reedman at Reedman Law, the address for which I have as #800A - 1030 West Georgia Street, Vancouver, B.C., V6E 2Y3. In the absence of anything filed on the court record that suggests Mr. Reedman is not going to accept service, then service on Mr. Reedman is

effective service on Mr. White and Wolfenden Ventures Ltd. If Mr. Reedman wishes to argue otherwise, he will have to bring an application before this Court to do so.

[54] Is there anything outstanding, counsel, that I failed to address? I have not addressed costs of this particular application, but in my view costs of today should be addressed by the Justice who hears the full day long chambers hearing with respect to the two applications.

[55] CNSL R. ATWAL: I would agree on the costs aspect, yes. Nothing further from the applicants, thank you, Justice.

[56] CNSL G. DABBS: Nor from me.

[57] THE COURT: All right. Well, I thank all counsel and representatives for appearing today, for your patience with my questions and my decision. I wanted to make sure that I had taken a good hard look at this as well as at the law. I appreciate that this is a complicated matter, and I appreciate the efforts that counsel have clearly made to connect with each other heading into today's applications.

[58] I appreciate, Mr. Dabbs, that the petitioner has been trying for some time to address its interest in the Property, but there certainly are some issues that need to be sorted out here on their merits before that can be done. I will encourage counsel and representatives to continue to stay in communication and work collaboratively on the procedural aspects as you move forward so that this matter can be addressed on the merits the next time it is heard by this Court.

[59] Mr. Choudhri, you are waving.

[60] ALI CHOUDHRI: Thank you, Justice, I appreciate it. Just one thing, I don't know if it's appropriate or not, but if there is someone like a neutral third party that could -- because a lot of this is just practical. I think maybe if all the principals got together, Mr. Van Maren, Mr. Dabbs, I have offered to go to see him while I am here from Texas, where the parties could just find common ground and move forward and maybe short -- you know, eliminate the process.

[61] I don't know, we have not been to mediations where the parties come together with a third party. I don't know how that -- if that is something that Your Honour -- Your Justice, if that is an option or available.

[62] THE COURT: It is certainly something that the parties are at liberty to explore on their own. It is not an order that I am prepared to make today, but there is nothing that would preclude the parties from finding a resolution to this matter. There is nothing that would preclude the parties from sharing information about the status of the Property and the insurance claims and finding a way to, I think as you put it, Mr. Choudhri, resolve this matter in a way that does not require moving forward. There is absolutely nothing that precludes the parties from doing that, and certainly given some of the complications that appear to have arisen about who is responsible for what and when and why, some conversations would definitely be in order, from my perspective, but I am not prepared to make an order in that regard.

[63] ALI CHOUDHRI: Thank you. It's available from our end as a representative. Thank you, Justice.

[64] THE COURT: All right. Anything further then, counsel?

[65] CNSL R. ATWAL: Nothing arising, Justice.

[66] THE COURT: All right. We will adjourn.

"K. Wolfe J."