

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Oregon Management Inc. v. Zane*,
2026 BCSC 1245

Date: 20260703
Docket: S223819
Registry: Vancouver

Between:

Oregon Management Inc.

Plaintiff

And:

Inga Zane

Defendant

Before: The Honourable Mr. Justice Funt

Reasons for Ruling Re: Abuse of Process

Representative for the Plaintiff Oregon
Management Inc.:

G. Rohland

Counsel for the Defendant:

J. Scouten

Place and Date of Application within Trial:

Vancouver, B.C.
June 29, 2026

Place and Date of Judgment with Written
Reasons to follow:

Vancouver, B.C.
June 29, 2026

Place and Date of Written Reasons:

Vancouver, B.C.
July 3, 2026

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1.0 Introduction

[1] Ms. Zane, the defendant, on June 19, 2026, filed an application to strike as an abuse of process the claim of Oregon Management Inc. (“OM”) as currently pleaded in the Second Amended Notice of Civil Claim, which had included two other plaintiffs.

[2] With respect to the other two former plaintiffs, on February 20, 2026, Justice Coval granted leave to those two plaintiffs, Structured Annuity Solutions LLC (“SAS”) and Michael Rohland, to discontinue their respective claims: *Structured Annuity Solutions LLC v. Zane*, 2026 BCSC 435.

[3] On March 6, 2026, a Notice of Discontinuance discontinuing SAS’s and Michael Rohland’s claims was entered. Accordingly, remaining is OM’s “claim”, which is the subject of the application before me.

[4] Shortly before Ms. Zane’s application, OM, on June 16, 2026, had filed an application to file a Third Amended Notice of Civil Claim. In support of OM’s application is Gregory Rohland’s June 15, 2026 affidavit in which he states that he is an OM “officer and authorized representative”.

[5] Gregory Rohland and Michael Rohland are brothers.

[6] For the reasons that follow, OM’s action is dismissed as an abuse of process.

2.0 Relevant Law on Abuse of Process

[7] Ms. Zane’s application, based on abuse of process, should be considered within the context of the object of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 as amended (the “Rules”).

[8] Rule 1-3 reads:

Object

(1) The object of these Supreme Court Civil Rules is to secure the just, speedy and inexpensive determination of every proceeding on its merits.

Proportionality

(2) Securing the just, speedy and inexpensive determination of a proceeding on its merits includes, so far as is practicable, conducting the proceeding in ways that are proportionate to

- (a) the amount involved in the proceeding,
- (b) the importance of the issues in dispute, and
- (c) the complexity of the proceeding.

[9] With respect to abuse of process, Rule 9-5(1)(d) reads:

Scandalous, frivolous or vexatious matters

(1) At any stage of a proceeding, the court may order to be struck out or amended the whole or any part of a pleading, petition or other document on the ground that

- (a) it discloses no reasonable claim or defence, as the case may be,
- (b) it is unnecessary, scandalous, frivolous or vexatious,
- (c) it may prejudice, embarrass or delay the fair trial or hearing of the proceeding, or
- (d) it is otherwise an abuse of the process of the court,

and the court may pronounce judgment or order the proceeding to be stayed or dismissed and may order the costs of the application to be paid as special costs.

[My emphasis]

[10] In *Este v. Esteghamat-Ardakani*, 2017 BCSC 878 (aff'd *Este v. Esteghamat-Ardakani*, 2018 BCCA 290, leave to appeal to SCC ref'd, 38384 (14 March 2019)) I wrote (with my underlining removed):

[13] The Court has inherent and general jurisdiction to control its own process. As I.H. Jacob in his foundational article, "The Inherent Jurisdiction of the Court" (1970) 23, Curr. Legal Prob. 23, states at 27:

... For the essential character of a superior court of law necessarily involves that it should be invested with a power to maintain its authority and to prevent its process being obstructed and abused. Such a power is intrinsic in a superior court; it is its very life-blood, its very essence, its immanent attribute. Without such a power, the court would have form but would lack substance. The jurisdiction which is inherent in a superior court of law is that which enables it to fulfil itself as a court of law. The juridical basis of this jurisdiction is therefore the authority to uphold, to protect and to fulfil the judicial function of administering justice according to law in a regular, orderly and effective manner.

The article continues at 42–43:

It is not easy to classify the manifold and diverse circumstances of abuse of process which may be dealt with by the summary powers of the court under its inherent jurisdiction. Without attempting to be exhaustive, one may perhaps tentatively suggest that such abuses may fall within one or more of the following proceedings:

- (a) proceedings which involve a deception on the court, or are fictitious or constitute a mere sham;
- (b) proceedings where the process of the court is not being fairly or honestly used but is employed for some ulterior or improper purpose or in an improper way;
- (c) proceedings which are manifestly groundless or without foundation or which serve no useful purpose;
- (d) multiple or successive proceedings which cause or are likely to cause improper vexation or oppression.

[11] In *Mercantile Office Systems Private Limited v. Worldwide Warranty Life Services Inc.*, 2021 BCCA 362, Justice Voith, in writing for our Court of Appeal, in addressing the role of pleadings, stated:

[20] I have addressed these various Rules and their accompanying forms at some length because they establish how comprehensive and prescriptive the requirements for specific categories of pleadings are. These formal and content-based requirements are neither anachronistic nor technical. Instead, they are necessary and serve to further the purposes of the *Rules*. Those purposes and their importance have been expressed on numerous occasions by both this Court and by trial judges.

[21] Pleadings are foundational. They guide the litigation process. This is true in relation to the discovery of documents, examinations for discovery, many interlocutory applications and the trial itself.

[22] Pleadings also give effect to the underlying policy objectives of the *Rules*, which are to ensure the litigation process is fair and to promote justice between the parties: *Wong v. Wong*, 2006 BCCA 540 at paras. 22–23. They enable the parties and the court “to ascertain with precision the matters on which parties differ and the points on which they agree; and thus to arrive at certain clear issues on which both parties desire a judicial decision”: *1076586 Alberta Ltd. v. Stoneset Equities Ltd.*, 2015 BCCA 182 at para. 55, citing D.B. Casson & I.H. Dennis, eds, *Odgers’ Principles of Pleading and Practice in Civil Actions in the High Court of Justice*, 21st ed (London: Stevens & Sons, 1975) at 75–76.

[23] For the court, pleadings serve the ultimate function of defining the issues of fact and law that will be determined by the court. In order for the court to fairly decide the issues before them, the pleadings must state the material facts succinctly: *Sahyoun v. Ho*, 2013 BCSC 1143 at paras. 15–22; *Shoolestani v. Ichikawa*, 2018 BCCA 155 at para. 30; *Weaver v.*

Corcoran, 2017 BCCA 160 at para. 63. They must be organized in such a way that the court can understand what issues the court will be called upon to decide: Frederick M. Irvine, ed., *McLachlin & Taylor, British Columbia Practice*, 3rd ed, vol 1 (Markham, Ont.: LexisNexis Canada Inc., 2006) (loose-leaf updated 2021) at 3–6; *Simon v. Canada (Attorney General)*, 2015 BCSC 924 at paras. 17–18, aff'd 2016 BCCA 52.

[12] In *Mercantile*, Justice Voith noted specifically that the Rules contain numerous requirements and prohibitions. Among such are subrules 3-7(6) and (7), which read:

Inconsistent allegations

(6) A party must not plead an allegation of fact or a new ground or claim inconsistent with the party's previous pleading.

Alternative allegations

(7) Subrule (6) does not affect the right of a party to make allegations in the alternative or to amend or apply for leave to amend a pleading.

3.0 Key Facts

[13] Gregory Rohland is a seasoned businessperson with considerable experience as a property developer and builder.

[14] As a result of several large property developments Gregory Rohland was undertaking in 2005 – 2009 through various business vehicles which were adversely affected by the 2008 financial crises, he was called on his personal guarantees.

[15] Gregory Rohland was unable to honour his personal guarantees. This, in turn, led to his personal bankruptcy. He is currently an undischarged bankrupt owing approximately \$16 million.

[16] On July 19, 2021, the original Notice of Civil Claim was filed.

[17] On September 29, 2021, Michael Rohland was added as a plaintiff as part of amendments resulting in the Amended Notice of Civil Claim.

[18] The Second Amended Notice of Civil Claim (filed February 22, 2022) continued to have Ms. Zane and Ms. Janet Reili as the defendants. Ms. Reili is Ms. Zane's mother. The claims as against Ms. Reili were subsequently abandoned.

[19] In the Second Amended Notice of Civil Claim, the three then-plaintiffs (SAS, OM, and Michael Rohland), pleaded:

8. The Defendants and Michael [Rohland] further agreed the money loaned in the first and second deposits by Michael to the Defendants represented about 1/3 of the cash equity in the property upon completion of the sale.
9. In or around July 2017, the defendant(s) and Michael entered into a written contract with, *inter alia*, the following terms:
 - a. Michael provided the defendant(s) with \$110,000 on or about November 15, 2021;
 - b. The money provided by Michael in the amount of \$110,000 created a constructive trust in the amount of 1/3 interest in the property;
- [10.] During the construction period Michael continued to provide loans and payments for materials and Labor for the construction of the home.

[20] From para. 15 of the Second Amended Notice of Civil Claim, it appears that the reference should be to November 15, 2016.

[21] In the original Notice of Civil Claim (SAS and OM as the plaintiffs), with the exception of the below underlined sentence, the plaintiffs pleaded:

12. The project stood at a standstill for many months, the company [SAS] entered into a written contract on or about July 2017 with Inga Zane. It was with the understanding that Mrs. Zane had recently lost her well paying job and was to become homeless and that limited construction financing was available to her. The contract calls for amongst other construction items for temporary housing via living aboard a vessel to be provided for Zane and her family and other construction workers working on the project and to be located on Bowen Island.

...

16. On or about February 2, 2021 a demand for payment and notice of lien was presented to Mrs. Zane. Mrs. Zane has and continues to breach the contract agreement and is indebted to the company [SAS].

17. To date prior to the lien being filed against the lands, the company [SAS] has outstanding some \$988,260 in invoices for construction, materials and services towards the project plus some \$500,000 in estimated outstanding contract interest. On February 24, 2021 a construction lien was filed and registered against the lands by Oregon Management Inc. with an agreement of Structured Annuity Solutions LLC. Both Oregon Management Inc. and the company [SAS] have a joint venture agreement. The construction lien was filed in New Westminster Land Title Office under instrument # CA8862487

[22] These pleaded facts were repeated in the Amended Notice of Civil Claim and the Second Amended Notice of Civil Claim with the underlined amendment added in the Amended Notice of Civil Claim.

[23] In the Third Amended Notice of Civil Claim for which OM now seeks leave to file, OM wishes to plead that it was the contracting party (not SAS or Michael Rohland):

10. Following acquisition, Zane undertook construction of a residential development on the Property.
11. Construction commenced with excavation, blasting, and lot clearing works, including forming of footings and foundations.
12. Since around early 2017, through Greg [Rohland], OM provided, arranged, administered, funded, and incurred labour, project management, contractor coordination, materials, equipment, supervision, logistics, accommodation, construction support, project services, funding, accounting, expenditures, and liabilities within the OM/SAS joint venture and project structure for the benefit of Zane and the Property (the "OM Work").
13. Zane requested, accepted, and received the benefit of the OM Work.
14. OM has not been paid for the OM Work.
15. Zane was unjustly enriched by the OM Work causing OM to suffer a corresponding deprivation for which there is no juristic reason.
16. During construction at the Property, OM arranged for accommodation be provided aboard a large marine vessel called Kindness to the World and other vessels for the benefit of Zane, members of her family, workers, project participants, and the project itself (the "Accommodations").
17. OM arranged, administered, assumed, funded, incurred, became liable for, or otherwise bore responsibility for Accommodations.
18. Zane was unjustly enriched by the Accommodations causing OM to suffer a corresponding deprivation for which there is no juristic reason.
19. In late 2020 and early 2021, OM and Zane entered into an agreement with OM for occupancy-related completion work and matters relating to occupancy and financing of the Property.
20. The occupancy-related dealings included work, services, materials, administration, coordination, and completion items required or requested in connection with occupancy, financing, refinancing, mortgage requirements, or completion of the Property.
21. On or about January 13, 2021, OM and Zane entered into a written agreement concerning specified occupancy and completion items.
22. OM states that there remains an amount outstanding from Zane for the occupancy-related works.

4.0 Finding of Abuse of Process

[24] As described by Justice Voith in *Mercantile*, “pleadings are foundational” and “give effect to the underlying policy objectives of the Rules”.

[25] As noted above, the Rules’ policy objectives are set forth in Rule 1-3.

[26] In the present matter, the key Rules are Rules 3-7(6) and (7), which are set forth above.

[27] As may be seen above, Rules 3-7(6) and (7) state clearly that an “allegation of fact” must not be pleaded that is “inconsistent with the party’s previous pleading” without the leave of the court.

[28] There is one exception. One amendment is allowed without leave of the court any time before the service of the Notice of Trial: Rule 6-1(1)(a). As may be seen above, the Notice of Civil Claim was amended on September 29, 2021. Accordingly, Rule 6-1(1)(a) cannot assist OM in its application for leave to file its now sought Third Amended Notice of Civil Claim.

[29] Before me I have the Second Amended Notice of Civil Claim filed February 22, 2022. As noted above, SAS and Michael Rohland have formally discontinued any claim they had or may have had.

[30] In the Second Amended Notice of Civil Claim, the specified relief sought was only with respect to SAS, other than SAS seeking, at para. 28(j), “A declaration that Zane holds the property, in whole or in part, in trust for Michael [Rohland]” (inconsistently, SAS also sought the same declaration, except that it was for itself: para. 28(b)).

[31] As noted, on June 16, 2026, OM made its application for leave to file its Third Amended Notice of Civil Claim.

[32] The sought Third Amended Notice of Civil Claim now refers to OM as providing services for the construction of Ms. Zane’s home.

[33] As noted above, para. 12 under Factual Basis of the sought Third Amended Notice of Civil Claim reads:

12. Since around early 2017, through Greg, OM provided, arranged, administered, funded, and incurred labour, project management, contractor coordination, materials, equipment, supervision, logistics, accommodation, construction support, project services, funding, accounting, expenditures, and liabilities within the OM/SAS joint venture and project structure for the benefit of Zane and the Property (the OM Work”).

[34] Under Relief Sought, the sought Third Amended Notice of Civil Claim reads:

28. Judgment for the unpaid value of OM’s labour, contractor services, project management, materials, equipment, logistics, accommodation obligations, project expenditures, and other contributions supplied, funded, administered, incurred, arranged, or provided for the benefit of Zane and the Property, in an amount to be proven at trial.

[35] As described above, OM is now the only plaintiff. Ms. Zane’s June 19, 2026 Notice of Application seeking that the action be dismissed, under Factual Basis, states (in part):

46. On June 14, 2026 at 9:08 p.m., Greg [Rohland] sent an email to counsel for Ms. Zane and TCC attaching a draft Notice of Application and draft Third Amended Notice of Civil Claim.

47. The amendments that OM now wishes to make seek to totally recast its claim once again into one in which OM – rather than SAS – was the party that had performed the work and supplied the materials in constructing the home on the Property, and claiming to be entitled to paid for that work and those materials on the basis of "unjust enrichment" and "quantum meruit".

[36] For several reasons, at this time, I will dismiss the action as an abuse of process.

[37] First, almost five years have passed since the Notice of Civil Claim was filed with many of the pleaded events occurring in 2016 and 2017.

[38] The effluxion of time is usually prejudicial to a defendant. Memories fade and documents and other evidence may be harder to retrieve or no longer exist.

[39] Second, the case at bar involves a contract. There is little reason that a plaintiff cannot plead who the contracting party was, especially here, as OM now

wishes leave to say it was all along the contracting party, although styled as an unjust enrichment claim (see the sought Third Amended Notice of Civil Claim, Statement of Facts, paras. 12–14, which are also set forth further below).

[40] Rule 3-7(6) states that a party must not plead an allegation of fact that is inconsistent with the party's previous pleading. Such is the case here. After almost five years, OM is now saying that it, not SAS, was the party that contracted with Ms. Zane (or constructed Ms. Zane's home at her request, but then Ms. Zane did not pay OM).

[41] As noted, under Rule 3-7(7), leave may nevertheless be granted. Such leave, in my view, will be granted where little or no prejudice may arise. For example, where the plaintiff is a numbered corporation and two of its numerals were transposed, or where, say, the date of the contract was stated to be June 1, 2017 rather than July 1, 2017.

[42] In the original Notice of Civil Claim, the Amended Notice of Civil Claim, and the Second Notice of Civil Claim, SAS is referred to as the company. As noted, it was pleaded:

18. The project stood at a standstill for many months, the company [SAS] entered into a written contract on or about July 2017 with Inga Zane. It was with the understanding that Mrs. Zane had recently lost her well paying job and was to become homeless and that limited construction financing was available to her. The contract calls for amongst other construction items for temporary housing via living aboard a vessel to be provided for Zane and her family and other construction workers working on the project and to be located on Bowen Island. (Paragraph 12 in the Notice of Civil Claim and the Amended Notice of Civil Claim)

[43] In this regard, in the sought Third Amended Notice of Civil Claim, OM now wishes to plead:

12. Since around early 2017, through Greg, OM provided, arranged, administered, funded, and incurred, labour, project management, contractor coordination, materials, equipment, supervision, logistics, accommodation, construction support, project services, funding, accounting, expenditures, and liabilities within the OM/SAS joint venture and project structure for the benefit of Zane and the Property (the "OM Work").

13. Zane requested, accepted, and received the benefit of the OM Work.

14. OM has not been paid for the OM Work.

...

19. In late 2020 and early 2021, OM and Zane entered into an agreement with OM for occupancy-related completion work and matters relating to occupancy and financing of the Property.

20. The occupancy-related dealings included work, services, materials, administration, coordination, and completion items required or requested in connection with occupancy, financing, refinancing, mortgage requirements, or completion of the Property.

21. On or about January 13, 2021, OM and Zane entered into a written agreement concerning specified occupancy and completion items.

[44] As may be seen, there is also now no reference to a “written contract” on or about July 2017 with Ms. Zane.

[45] As Justice Voith in *Mercantile* describes, the Rules are “foundational” and “give effect to the underlying policy objectives of the Rules”.

[46] As noted above, the object of the Rules is “to secure the just, speedy and inexpensive determination of every proceeding on its merits”.

[47] Gregory Rohland is an experienced businessperson with particular experience in real estate development and building construction and related contracts. He was also aware of or participated in the events leading to the current litigation.

[48] The claim OM now wishes to bring in its sought Third Amended Notice of Civil Claim could have been pleaded at the outset.

[49] I will not grant leave to file the sought Third Amended Notice of Civil Claim. In the sought Third Amended Notice of Civil Claim, OM is seeking to plead fundamentally different contractual and other dealings than those pleaded in the Second Amended Notice of Civil Claim. To grant leave would result in significant prejudice to Ms. Zane, the defendant.

[50] In sum, it would be an abuse of process falling within Rule 9-5(1)(d) to now proceed where OM (the only remaining plaintiff) had, in the Second Amended Notice of Civil Claim, made no legal claim as against Ms. Zane even though Ms. Zane is pleaded to be a defendant (and the only defendant after the claims as against Ms. Reili were abandoned).

[51] It would also be a folly and a farce to proceed with an action where OM's pleaded facts in the Second Amended Notice of Civil Claim (also generally consistent with those in the Notice of Civil Claim and the Amended Notice of Civil Claim) do not now accord with the "facts" OM had wished to base its claim in its sought Third Amended Notice of Civil Claim.

[52] In sum, I will not grant OM leave to file the sought Third Notice of Civil Claim. Ms. Zane's application to strike the Second Amended Notice of Civil Claim is granted. OM's action is dismissed.

5.0 Conclusion

[53] OM's action is dismissed.

"Funt J."