



NO. 57144
VERNON REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KAREN ESPERSEN and ERIK ESPERSEN

PLAINTIFFS

AND:

**THOMAS OWEN QUIGLEY and
CATHERINE ANN QUIGLEY**

DEFENDANTS

AND:

**DAVID MICHAEL BILINSKI, LORRAINE BILINSKI
and UNIVERSAL OSTRICH FARMS INC.**

DEFENDANTS BY WAY OF COUNTERCLAIM

RESPONSE TO COUNTERCLAIM

Filed by: the Defendants by Counterclaim (the “responding parties”)

Part 1: RESPONSE TO COUNTERCLAIM FACTS

Division 1—Response to Facts

1. The Defendant repeats and relies upon all the statements of fact, defined terms, and legal bases as set out in the Notice of Civil Claim filed in this action and relies on the same as if reproduced in full in this Counterclaim.
2. The Defendant by Counterclaim David Michael Bilinski (“**David**”) is an ostrich farmer, who resides on the Property, and the Defendant by Counterclaim Lorraine Francis Bilinski (“**Lorraine**”), is a homemaker. Collectively, David and Lorraine are referred

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to herein as the “**Bilinskis**”. The Bilinskis are a married couple.

3. The Defendant by Counterclaim Universal Ostrich Farms Inc. (“**Universal**”) is a company incorporated pursuant to the laws of the Province of British Columbia, and has a registered and records office at Suite 2300, Bentall 5, 550 Burrard Street, Vancouver, BC, V6C 2B5.
4. At all material times, the Plaintiffs have lived in a dwelling house on the Property.
5. At all material times, the Plaintiff, Karen Espersen, and David Bilinski have been engaged in an ostrich farming business together, as principals and shareholders of Universal.
6. Sometime in the Spring or Summer of 2015, the Plaintiffs allowed the Bilinskis to move onto the Property into a second dwelling house also located on the Property (the “**Manufactured Home**”), and since then, the Bilinskis have continued to reside on the Property in the Manufactured Home. The Bilinski’s moved into the Manufactured home in in September or October of 2014, shortly after the previous person moved out, Micheal Hewitt so that the home would not be left vacant through the winter and worry about pipes freezing and mice taking over the home. The Plaintiffs (Karen Espersen and Erik Espersen) still had the title in their own name and offered it to The Defendants (Cathy Quigley and Thomas Owen Quigley who goes by Owen Quigley) to move into the manufactured home until they finished building their own home on the 9 acres that was agreed upon with the Plaintiffs and the Defendants. The Defendants turned down the offer as they had a beautiful newer holiday trailer that they said would be nicer to live in and they wanted to build a deck and live on the 9 acres until their house was built.
7. As described in the Response to Civil Claim, the Defendants purchased the Property in a court ordered foreclosure, on or about November 14, 2014. The Defendants received the title in their name in Trust after the Plaintiffs agreed to accept a short fall of \$60,000 in order for the Defendants to receive the property in Trust.

8. Since November 14, 2014, the Plaintiffs, Universal and/or David Bilinski have utilized the Property for the purpose of raising ostriches. The Plaintiffs and Dave Bilinski are the owners of Universal Ostrich Farms Inc. with all Ostrich on the farm across the road at 9407 Highway 6, and not on the subject property at 301 Langille Road.
9. Neither the Bilinskis nor Universal have paid the Defendants any rent for their occupation of the Property. The Plaintiffs had an agreement with the Defendants that while the Defendants held the property in Trust the Plaintiffs would pay the mortgage payment and all bills including house insurance, etc... The Plaintiff offered to pay an extra \$300 a month over the mortgage payment to make sure all fees were paid for the Defendant including the Defendants appraisal of their Three Hills home in order to borrow the downpayment. The Plaintiffs also paid the Defendants \$19,000 plus to help with fees, some of which was before the Defendants before they had the title in their name.
10. The Plaintiffs have not received or retained any rent due to the Defendants. The Plaintiffs have not received any money from Universal Ostrich Farms Inc. for rent or any rent from the Bilinskis. The Bilinskis cleaned up the old, manufactured home and added a large woodshed, large fenced in garden, extended the roof over a new deck and added to the home. The Bilinskis have increased the value of the property without compensation to them to the benefit of the Plaintiffs and Defendants.
11. By their occupation of the Property, the Plaintiffs, the Bilinskis and/or Universal have not prevented the Defendants from farming the hay fields on the Property and have not wrongfully appropriated revenue generated from the hay fields for themselves. The Plaintiffs occupation is across the road at 9407 Highway 6 on a 58-acre piece where the ostrich resides. The Plaintiffs did not prevent or stop the Defendant from haying the hay fields. The agreement for hay was 60% for the Defendant and 40% for the Plaintiffs. The Defendant hayed the property for many years until July 2023 when the Defendant came onto the property and abused the Plaintiff that the Defendant attempted to change

the agreement and take 70%. The Defendant, Owen, assaulted the Plaintiff and subsequently pled guilty to Assault and received a no contact order. The hay issue remains in dispute.

12. Any claim with respect to loss arising from the counterclaim are statute barred by virtue of the *Limitation Act*, SBC 2012, c. 13.

Division 2—Responding Parties’ Version of Facts

1. The Defendant by Counterclaim repeats and relies upon the facts in the Notice of Civil Claim.

Division 3—Additional Facts

1. The Plaintiff by Counterclaim has created false and misleading factual allegations to cloud the circumstances.
2. The allegations are without a basis in fact.

Part 2: RESPONSE TO RELIEF SOUGHT

1. The responding parties’ consent to the granting of the relief sought in paragraph NIL of Part 2 of the counterclaim.
2. The responding parties oppose the granting of the relief sought in paragraphs ALL of Part 2 of the counterclaim.

Part 3:LEGAL BASIS

1. The Defendants are the lawful owners of the Property. The Plaintiffs, the Bilinskis and Universal have no legal or equitable right to the Property.
2. The Plaintiffs remain on the property as lawful legal owners without trespassing to land or chattels.
3. The claims in trespass, conversion, contract, and the right to an injunction are flawed in law and fact. The Plaintiffs are the lawful legal owners.

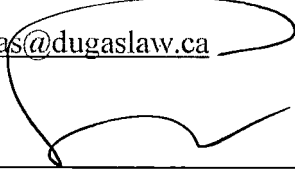
Address for service of the responding parties:

Dugas Law
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Vernon, BC V1T 5H9

Fax number address for service (if any):778-475-5925

E-mail address for service (if any): shanedugas@dugaslaw.ca

Dated: March 20, 2024



Signature of
[] filing party [✓] lawyer for filing parties.

M. Shane Dugas

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.