

**IN THE SUPREME COURT OF NOVA SCOTIA**  
**Citation:** *Municipal Ready-Mix Ltd. v. MacKinnon*, 2005NSSC154

**Date:** 20050613  
**Docket:** S.N. 237786  
**Registry:** Sydney

**Between:**

Municipal Ready-Mix Limited, a body corporate

Plaintiff

v.

Jeannie Frances MacKinnon and Donna Rose Trussler

Defendants

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**Judge:** The Honourable Justice Walter R.E. Goodfellow

**Heard:** May 30, 31 and June 1, 2005 in Sydney, Nova Scotia

**Summary:** Municipal entered into a twenty (20) year lease with MacKinnons in 1984, giving it the right to remove gravel from quarry. Renewal at option of Municipal on same terms for a further 20 years provided Municipal gave notice within 3 months of term expiring. Municipal opted to negotiate with widow and her daughter.

Discussion of possible terms favourable to widow took place during which widow received offer to purchase from third party at \$260,000. *Vendors and Purchasers Act* application to turned into trial to deal with issues.

- Issues:**
1. Did Municipal provide Mrs. MacKinnon with written notice of its intention to renew the lease for a further 20 year period by August 23, 2004? - Answered in the negative.
  2. Did Mrs. MacKinnon and/or Mrs. Trussler waive their right to be provided with written notice of renewal by August 23, 2004? - Answered in the negative.
  3. Did Mrs. MacKinnon and Mrs. Trussler enter into an agreement to sell the land to Municipal? - Answered in the negative.
  4. Did Mrs. MacKinnon and Mrs. Trussler provide Municipal with a right of first refusal concerning the sale of the land? - Answered in the negative.
  5. Did Mrs. MacKinnon and Mrs. Trussler act in bad faith in their dealings with Municipal? - Answered in the negative.

**Result:** Municipal's action dismissed with counsel to be heard on costs.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
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