

**IN THE SUPREME COURT OF NOVA SCOTIA**  
**Citation:** Lyndhurst Farms Ltd v. Rand, 2005NSSC188

**Date:** 20050707  
**Docket:** S.K. No. 181311  
**Registry:** Kentville

**Between:**

Lyndhurst Farms Limited, a body corporate

Plaintiff

v.

Richard Rand, carrying on business as Fox Hill Farm

Defendant

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**LIBRARY HEADING**

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**Judge:** The Honourable Justice Gregory M. Warner

**Heard:** April 22 and May 20, 2005 in Kentville, Nova Scotia

**Final Written  
Submissions:** June 14, 2005

**Subject:** Contract Law - Burden of Proof - interest

**Issue:** (1) Burden of proof on plaintiff respecting land rental and services to farmer  
(2) Legal foundation for charging interest  
(3) Credibility

**Summary:** The plaintiff leased several fields to a dairy farmer and claimed to have provided services for which it was not paid. In the third year it repossessed the fields. The dairy farmer denied leasing some of the fields or receiving any services from the plaintiff, claimed credit for manure spread on the plaintiff's land, and counter-claimed for damages for the destruction of his crop when the land owner repossessed the fields.

**Result:**

- (1) The claim for rental of fields decided on basis of burden of proof and credibility.
- (2) In the absence of business records to back up invoices, dated several months after the services were rendered, the plaintiff failed to discharge the burden of proof.
- (3) Interest claim was disallowed, in absence of prior notice, or express or implied agreement to pay.
- (4) Defendant's counter-claim was disallowed in the absence of an agreement to rent fields in future years.

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