SUPREME COURT OF NOVA SCOTIA
Citation: *Corbin v. Murchy*, 2019 NSSC 12

Date: 20190329
Docket: Ant. No. 442683
Registry: Antigonish

Between:

Ronald Richard Corbin

Plaintiff

v.

Patricia Murchy and the Rebekah Assembly of the Independent Order of Odd Fellows – Atlantic Provinces

Defendants

Decision

Judge:	The Honourable Justice Robert W. Wright
Heard:	December 12, 2018 in Antigonish, Nova Scotia
Written Decision:	March 29, 2019
Counsel:	Plaintiff – self-represented Jeremy Gay for the Defendants

Wright, J.

INTRODUCTION

[1] This is an action for damages for breach of contract arising out of a failed agreement between the plaintiff and the corporate defendant for the transfer of a piece of land and building located in the village of Goldboro in the County of Guysborough, Nova Scotia.

[2] In addition, the plaintiff seeks damages against the individual defendant Patricia Murchy for alleged fraudulent and deceitful conduct in the transfer of this property to a third party. The Notice of Action was filed in August of 2015 following the chain of events which occurred over the previous 13 months.

[3] The defendant Rebekah Assembly of the Independent Order of Odd Fellows – Atlantic Provinces (the "Assembly") is a body corporate under the *Societies Act*. The Assembly is part of a 200 year old fraternal organization spread across the North American continent under which individual Lodges are chartered.

[4] One of the many Lodges so chartered in the Atlantic provinces was the Laurel Rebekah Lodge #101 (the "Lodge") which formerly owned the subject property. The property consisted of a piece of land measuring 80 ft by 50 ft, the

entire area of which was occupied by a building used as a meeting hall in the community.

[5] The defendant Patricia Murchy served as corporate secretary of the Assembly for 27 years until her retirement in 2017.

[6] The building on this property dates back to the 1800's according to municipal records. As the years went by, it fell on hard times to the point where the Lodge decided, at a meeting of its membership held July 24, 2013, to surrender its charter and cancel all further Lodge activities. By letter dated July 25, 2013 the Lodge secretary wrote to Ms. Murchy in her capacity as secretary of the Assembly to advise that a motion had been passed to surrender its charter. In that letter it was reported that the Lodge hall was badly in need of major repairs, that the floor was not safe to walk on and that their funds were very low. It was also mentioned that the Lodge members were losing interest and were not attending meetings.

[7] For reasons which are unclear, the surrender of the Lodge charter was not completed until about a year later. As a legal consequence of that charter surrender, pursuant to the governing by-laws, all the property, funds and other effects of the Lodge thereupon became vested in The Assembly. The Assembly thus became the owner of an old derelict building (without having any bathroom

facilities or water and sewer services), for which it had no use. That set the stage for the ensuing events which give rise to this lawsuit.

FACTS

[8] The only two witnesses who testified at trial were Mr. Corbin and Ms. Murchy. In large part, the chronology of the facts in this case is not in dispute.

[9] As it happened, in early July of 2014 the plaintiff was looking for a replacement building which he needed for storage of his many personal belongings. He was actually looking for a building in teardown shape which was either adequate for use as a storage site itself, or one which he could demolish and salvage the building materials with which to build another storage facility.

[10] Through the grapevine, he learned that the Assembly was looking to get rid of the old meeting hall property no longer in use. Through an online search, he got Ms. Murchy's name as secretary of the Assembly and called her. In that discussion, he offered to tear the building down at no cost to the Assembly but with the proviso that he have the right to salvage all building materials. Ms. Murchy was very receptive to this proposal because the Assembly was anxious to get rid of this unwanted property. She told the plaintiff that there was an upcoming

annual general meeting of the Assembly (to be held later in July, 2014) and that he should put his proposal in writing.

[11] The plaintiff then typed up a proposal under date of July 3, 2014 whereby he offered to provide his services for the demolition of the structure in exchange for the complete salvage of building materials therefrom. He added a notation that following his exterior inspection of the building, he noticed a partial concrete wall which would cost him $600 in expenses to have removed. He therefore proposed that the Assembly, as a condition of the agreement, pay him the $600 to cover that additional expense. No payment was otherwise expected for the plaintiff's services.

[12] Since the Assembly was anxious to unload the property at no cost to itself, during their discussion Ms. Murchy raised the option of transferring title to the property to the plaintiff in exchange for his demolition services with no payment to be made for the concrete wall removal or anything else. The plaintiff said he would be agreeable to those terms which he understood had to be brought before the upcoming annual general meeting of the Assembly for approval.

[13] At that meeting of the general membership in mid July, after much discussion a motion was duly passed that "We give the land and building to him at no cost to us." That motion was documented in the minutes of the annual general

meeting written by Ms. Murchy although as will be referred to later, the plaintiff did not obtain a copy until the following December. The full text of this entry in the Minutes reads as follows:

> The Secretary, Sis Patricia Murchy, explained that she had questioned Mr. Corbin if would be at all interested in the lot that the Lodge Hall sits on. He informed her that he would take the offer of the land instead of having the $600.00 for removal of the concrete wall and trucking to a disposal site. After much discussion, Sis. Wendy Richards moved and Sis. Patty Heighton seconded that we give the land and building to him at no cost to us. **Motion carried**.

[14] Shortly thereafter, Ms. Murchy called the plaintiff to say that she had good news and that the Assembly had agreed to transfer title of the subject property to the plaintiff on a no cost basis to the Assembly. She then advised the plaintiff that she had a cousin in Dartmouth who was a lawyer, Mr. Ronald Penny, who she would ask to do the necessary legal work to effect the transfer of title by way of a Quit Claim Deed. She then retained Mr. Penny for that purpose.

[15] Mr. Corbin was content with these arrangements, who then awaited the implementation of the agreement. Time was not of the essence.

[16] After hearing nothing further for about six weeks, Mr. Corbin again called Ms. Murchy for an update. She then informed him that she had learned through Mr. Penny that there was an impediment to the transfer of title because he had obtained information (misinformation as it turned out) that the hall was designated as a heritage property and therefore could not be demolished. Ms. Murchy

accepted this at face value without then making any further inquiries on behalf of the Assembly.

[17] At the same time, Ms. Murchy was handling a municipal tax assessment appeal (presumably for the year 2014) because having acquired the property, the Assembly was seeking a reduction of its assessed value which originally stood at $26,000. According to Ms. Murchy, it was through that process, in which Mr. Penny also apparently became involved, that misinformation was received that the hall was currently designated as a heritage property. She could not put an exact date on being so advised by Mr. Penny.

[18] When Ms. Murchy passed this information on to the plaintiff by telephone, he questioned whether it might be in error. In his evidence, he said that Ms. Murchy's last words to him were to leave it with her. As it turned out, the plaintiff never heard from her again.

[19] Unbeknownst to the plaintiff and Ms. Murchy at the time, although the land and building had once been registered by the Municipality as a Heritage Property back in 1995, it was deregistered as such at the request of the Lodge (without the involvement of the Assembly) as of December 17, 2013. The prohibition against demolition of the building was thereby lifted, about six months prior to the negotiations between the parties for a transfer of title.

[20] The plaintiff was also unaware that as early as September 4, 2014 (a mere seven weeks after the agreement to transfer the land to the plaintiff was approved at the annual general meeting of the Assembly and communicated to the plaintiff), Ms. Murchy received a telephone call from a former Lodge member named Alice Ulley whose residential property was adjacent to the meeting hall property. Ms. Ulley expressed her interest in having the hall demolished at her cost if the Assembly would deed title to the land to her for use as more lawn space for her own property. Notes of this telephone call were made by Ms. Murchy and entered in evidence as an exhibit.

[21] In those notes, it is recorded that the offer given by Ms. Ulley to Ms. Murchy, which she verified in her evidence, was that the proposed demolition would be carried out by the Municipality of Guysborough itself. Ms. Ulley was planning to meet with someone at the Municipality the following Monday to get a demolition cost estimate, to then be e-mailed to Ms. Murchy. Ms. Murchy recorded her intent to then take Ms. Ulley's offer to an upcoming Executive Meeting on October 3rd for discussion.

[22] These notes also make reference to a disparaging comment made by Ms. Ulley to Ms. Murchy about the capability and reliability of the plaintiff to properly carry out the demolition work. Ms. Murchy concluded her notes with a comment

that this had been “ONE BIG HEADACHE” for over a year now and hopefully an agreement could be reached.

[23] When asked in cross-examination whether she told Ms. Ulley about the heritage designation obstacle to the demolition of the property during their negotiations, Ms. Murchy paused, only to say that she could not answer that question. She was also unsure of when it was that she first learned of the deregistration of the property as a heritage building. She could only say that she learned of it from the Municipality in the course of the tax assessment appeal, which led her to obtain a copy of the Notice of Deregistration dated December 17, 2013 initially sent to the Lodge.

[24] The narrative took another turn when Ms. Murchy received an e-mail from Ms. Ulley on September 10th advising that she had met with a contractor for Guysborough County and been given an estimate of $8,000 to tear down the building. Ms. Ulley further advised in that e-mail that because the demolition cost was higher than anticipated and because she did not consider Mr. Corbin as an option for disparaging reasons, she had decided that she would leave the building standing. She then proposed in the e-mail that the Assembly transfer title to the subject property to herself and her husband for the nominal amount of one dollar in exchange for which the Ulleys’ would be willing to take over the responsibility for

the property. Ms. Murchy responded that she would take that offer to an executive meeting of the Assembly scheduled for October 3rd.

[25] The minutes of that executive meeting, prepared by Ms. Murchy, record that the executive members were brought up to date on the topic and that if they wanted to accept the offer from Ms. Ulley, their legal advice was that a special resolution would be required verifying that they were in agreement to proceed with the transaction for the disposal of the property. The minutes further record that all members signed the agreement. The minutes do not record any mention having been made of the plaintiff's prior involvement in the matter.

[26] Also in evidence is the special resolution passed at the executive meeting on October 3rd by virtue of which the Assembly recorded its agreement to the conditions outlined in Ms. Ulley's proposal to purchase the building and property for the sum of one dollar with Ms. Ulley responsible to pay all costs, including associated legal fees, with registering the deed and any other costs associated with the turnover of the building and property to her.

[27] For reasons that are not clear, the deed to the Ulleys was not actually executed until February 9, 2015 effecting the transfer of title to the property. All of these events were completely unknown to the plaintiff.

[28] A week later, however, Mr. Murchy composed a letter intended for the plaintiff under date of February 16, 2015 to advise him that the property had been transferred to new owners who she did not name. In vague and cryptic language, she wrote that the Assembly had encountered two obstacles concerning the property. She said the first one was that the building had been designated a heritage property so that matter had to be cleared up before any decision could be made on the disposal of the property. Secondly, she made vague reference to delay from the municipal assessed value appeal and that in any event, the property had been transferred to new (unnamed) owners as of February 9, 2015.

[29] To compound the problem, that letter was addressed to the plaintiff at his former address in Windsor, Nova Scotia and he never received it, having moved to Goldboro at the end of 2014. The plaintiff did not see a copy of this letter until produced in this litigation some time later .

[30] In that letter, Ms. Murchy also expressed her upset that the plaintiff had contacted the Grand Secretary of the Grand Lodge in Newfoundland in early December, 2014 regarding the Lodge property in Goldboro. Mr. Corbin testified that he had made a request for a copy of the minutes of the annual general meeting of the Assembly held in July. The Grand Secretary had replied to the plaintiff by letter dated December 8, 2014 enclosing a copy of those minutes (earlier referred

to in paragraph 13 of this decision). The letter was copied to Ms. Murchy but again she made no effort to contact the plaintiff before writing her undelivered letter to him some two months later.

[31] Although this was the first time Mr. Corbin had seen those minutes, their contents had been communicated to him by telephone by Ms. Murchy soon after the meeting was held. The plaintiff believed at that point that he had an agreement in place to acquire the property.

[32] As it turned out, the plaintiff did not learn about the transfer of the property to the Ulleys until some time in the spring of 2015. This revelation came to him through the community grapevine. He then took it upon himself to write a letter to the Ulleys dated May 23, 2015 demanding an explanation as to how they had obtained the property from the Assembly. The plaintiff also made a visit to the Ulley residence to make inquiry but was abruptly rebuffed without explanation. It was then that the plaintiff decided to take legal action against the Assembly and Ms. Murchy to find out what had happened and to advance a claim for damages.

ISSUES

[33] The issues for determination by the Court can be summarized as follows:

1. Was an enforceable agreement formed between the plaintiff and the Assembly for the transfer of the property and if so, was that agreement breached by the Assembly? More specifically, (a) was there sufficient consideration flowing from the plaintiff as promisee to support the agreement and (b) was it sufficiently in writing for the transfer of real property to satisfy the Nova Scotia *Statute of Frauds*?
2. If there is an enforceable agreement, what is the measure of damages to be awarded to the plaintiff?
3. Is there any personal liability on the part of Ms. Murchy?

ENFORCEABILITY OF THE AGREEMENT

[34] The first question to be determined in this very unusual fact situation is whether an enforceable agreement was formed between the plaintiff and the Assembly for the transfer of the property. This analysis engages the threshold requirements in the law of contract of an offer and acceptance that encompass the essential terms of the proposed agreement, and some form of consideration flowing from the promisee that is sufficient to bind the agreement. There must also be an intent to create legal relations.

[35] There is no difficulty in this case of identifying the offer and the acceptance that were made. The negotiations began with Mr. Corbin's written proposal dated July 3, 2014 whereby he offered to provide his services for the demolition of the building in exchange for the complete salvage of materials from the demolition

project. In addition, he proposed that the Assembly pay him $600 to cover the cost of removal of a concrete wall.

[36] In response to that, Ms. Murchy raised a counter-proposal, subject to the approval of the Assembly, of transferring title to the property to Mr. Corbin in exchange for his demolition services which was to be at no cost to the Assembly. That counter-proposal was accepted by Mr. Corbin with the understanding that the agreement had to be approved at the upcoming annual general meeting of the Assembly. That condition precedent was satisfied with the passing of the motion by the Assembly in mid July which resolved that "We give the land and building to him at no cost to us". The substance of that motion was then verbally communicated by Ms. Murchy to Mr. Corbin shortly thereafter with the mutual understanding that Mr. Penny would then be retained to prepare the necessary Quit Claim Deed.

[37] It should be noted that the motion passed by the Assembly did not stipulate that the building had to be demolished as a condition of the transfer of title. Obviously, that was not an essential term of the agreement as far as the Assembly was concerned because only a few short weeks later, title to the property was transferred to the Ulleys without any demolition requirement, and indeed that transfer was made with the express understanding that the Ulleys had decided to

leave the building standing. In fact, it was confirmed at trial that the building still stands to this day.

[38] I also note in passing that defence counsel in his pre-trial brief acknowledged that after the annual meeting of the Assembly was held, the Assembly was prepared to give the lands to Mr. Corbin to do whatever he wanted with the property.

[39] Thus, it is readily apparent that the sole objective of the Assembly in approving the agreement was to get rid of an unwanted property that had been foisted upon it as a result of the surrender of the Lodge Charter, on a cost free basis, and thereby be relieved of the future burden of responsibility for ownership costs such as maintenance and repairs, insurance and property taxes. This objective would have been met by the fulfillment of the agreement with the plaintiff approved as aforesaid.

[40] There remains, however, the sticky question of whether there was sufficient consideration flowing from Mr. Corbin as promisee to bind the agreement. In the submission of the defendants, the Assembly made only a gratuitous promise to Mr. Corbin to transfer title to him and that promise cannot be enforced by reason of a lack of consideration.

[41] Consideration sufficient to bind an agreement can take many forms where an exchange of promises has been made between the parties. The classic definition of consideration is recited in the *Law of Real Property*, 3rd ed. (Anger & Honsberger) (Canada Law Book, 2009) at pg. 25.18:

> A valuable consideration, in the sense of the law, may consist either in some right, interest, profit, or benefit accruing to the one party, or some forbearance, detriment, loss or responsibility, given, suffered or undertaken by the other.

[42] This definition has been cited with approval in this court on a number of occasions (see, for example, **Re Greenough Estate**, 2008 NSSC 355, **Synott v. Bartlett Estate**, 2010 NSSC 477 and **British Columbia Packers Ltd. v. Cape Trawlers Ltd. and Murdoch**, (1974) 7 NSR (2d) 85).

[43] A similar but more condensed definition of consideration cited with approval by the Nova Scotia Court of Appeal in **Hazmasters Environmental Equipment Inc. v. London Guarantee**, [1998] NSJ No. 395 (at para. 20) reads as follows:

> The traditional definition of consideration concentrates on the requirement that "something of value" must be given and accordingly states that consideration is either some detriment to the promisee (in that he may give value) or some benefit to the promisor (in that he may receive value) …
>
> This definition was taken from *Chitty on Contracts* (27th ed) at para. 3-004.

[44] The concept of the exchange element of consideration is further discussed in the Waddams text on the *Law of Contracts*, 7th ed. (2017) at pgs. 78-79. There, the

author comments that the common restricted use of the word "consideration" connotes the exchange element in a bargain transaction; that a bargain is not formed merely by mutual consent; and that there must be some exchange of values in that something must be given or promised in exchange for the promise sought to be enforced. The author goes on to say (at pg. 81) that "It is inherent in the notion of enforceability of bargains that the exchange of values need not be an exchange of equivalents".

[45] Bearing these legal principles in mind, the legal question which must be answered is whether or not there was some form of benefit or value to the Assembly, in exchange for its promise to transfer title to Mr. Corbin, that would be sufficient to bind the agreement. Although this fact situation is a novel one, I have reached the conclusion that this question must be answered in the affirmative.

[46] The benefit or value to be achieved by the Assembly by virtue of this agreement was to completely shed responsibility for an unwanted property, at no cost to itself, and to be relieved from the burden of future ownership costs and care of the building. That responsibility was to be assumed by Mr. Corbin as his part of the bargain (whether or not he decided to demolish the building which was inconsequential to the Assembly). As earlier noted, the fulfillment of the agreement made with Mr. Corbin would have achieved the Assembly's objective

in getting rid of an unwanted property on a cost free basis. I conclude that this benefit accruing to the Assembly meets the requirement for consideration.

[47] Where this was an agreement for transfer of title to real property, there is the additional requirement that it must be sufficiently in writing to be enforceable by virtue of the *Statute of Frauds*, RSNS 1989, c. 442. Section 7 of that statute provides that no action shall be brought upon any contract for sale of land unless the promise, agreement or contract upon which the action is brought, or some memorandum or note thereof, is in writing and signed by the person, or authorized agent, sought to be charged therewith.

[48] Writing in the Anger & Honsberger text on the *Law of Real Property*, supra, the author says the following about the *Statute of Frauds*:

> The writing requirement of the *Statute of Frauds* has been interpreted flexibly in accordance with its purpose. Provided the court is satisfied that there is written evidence of a concluded agreement of purchase and sale, the statute is satisfied. The *Statute of Frauds* does not prescribe a rigid or precise form for the written memorandum and, so long as the essential terms of the contract are in writing and the party to be charged has signed the agreement, the statute will have been complied with.

[49] In another text on the subject entitled *Remedies and the Sale of Land*, (2nd ed. Butterworths, 1988) the author notes (at pg. 13) that the case law establishes that the necessary memorandum need not be a formal document and that if sufficient detail of the transaction is provided, any kind of document will do.

[50] In **Kamloops (City) v. Interland Investments Inc.**, [1979] BCJ No 30, a close example is found in the obiter comment by the court that the minutes of a city council resolution would presumably be a sufficient memorandum to satisfy the *Statute of Frauds*.

[51] The Nova Scotia Court of Appeal considered the form of writing required by this statute in **Tabensky v. Hope**, 2008 NSCA 116. In that decision, Justice Fichaud wrote as follows at para. 13:

> Briefly, the purpose of the *Statute of Frauds*' provision for land was to protect against perjured evidence to support a conveyance of land. A sufficient memorandum signed by the parties to be charged with the conveyance, in this case Mr. and Mrs. Tabensky, fulfills the purpose and satisfies the *Statute of Frauds*. To be sufficient, the signed memorandum may comprise multiple documents, need not itself be a contract or conveyance or be in any particular form, need not contain all the agreed terms, but must contain the contract's essential terms by identifying the parties, the property being conveyed and the consideration. Fridman, *The Law of Contract*, Carswell (4th) pp. 230-36; McCamus, *The Law of Contracts* (Irwin Law 2005), pp. 170-174.

[52] The document which records the agreement in the present case is the minutes of the annual general meeting of the Assembly held in mid July of 2014, the relevant extract of which is recited at paragraph 13 of this decision. That motion as recorded contains the essential terms of the agreement by identifying the parties, the property to be conveyed and implicitly the consideration. I am therefore satisfied that the minutes of that meeting recording the motion passed is sufficient to satisfy the writing requirement under the Nova Scotia *Statute of Frauds*.

[53] In the result, I find that upon the approval of that motion (which was then communicated to the plaintiff), a binding agreement was entered into with Mr. Corbin for the transfer of the property to him. I also find that the Assembly breached that agreement when it confirmed an agreement with Ms. Ulley on October 3, 2014 to transfer the property to her and her husband, followed by execution of a Quit Claim Deed in their favour on February 9, 2015.

CLAIM AGAINST MS. MURCHY

[54] In his Statement of Claim, the plaintiff alleged that Ms. Murchy acted both fraudulently and deceitfully by reason of the fact that she sold the subject property to its neighbour after the Assembly had agreed to assign it to him. He further alleged that once Ms. Murchy had the Assembly's agreement to pass the property to him, she then decided to sell the property to the neighbour at a profit for herself.

[55] Mr. Corbin's cross-examination of Ms. Murchy left unanswered questions about the abandonment of the agreement for his acquisition of the property. What is clear, however, is that no evidence came out at trial to support the pleaded causes of action of fraud and deceit. Indeed, those claims were not seriously pursued by Mr. Corbin in closing submissions once the evidence was heard. Nevertheless, those claims should now be briefly addressed.

[56] In order to establish the tort of deceit, a plaintiff must prove that a false statement was made with knowledge of its falsity, coupled with an intent to deceive, reliance by the plaintiff and damage caused by such reliance.

[57] The only false statement made by Ms. Murchy to Mr. Corbin in this case was some time in late August or early September of 2014 when she informed him that the building was registered as a heritage property, thereby impeding the completion of their agreement. As previously noted, Ms. Murchy told Mr. Corbin during this follow up telephone conversation to leave it with her which, as it turned out, was the last time he heard from her.

[58] Ms. Murchy was adamant in her evidence, however, that she was unaware of the deregistration of the building as a heritage property at the time and was relying solely on the misinformation she was given from Mr. Penny as a result of his inquiries to the municipality. I accept Ms. Murchy's evidence of her belief at the time. There can be no individual liability for fraud or deceit where a defendant when making a statement, held an honest belief in its truth. I would add that there is no evidence whatsoever that Ms. Murchy profited herself by the later transfer of title to the property to the Ulleys.

[59] Amongst the unanswered questions in this case are (a) when it was that Ms. Murchy first learned of the deregistration of the building as a heritage property,

(b) whether or not it was a known factor during the negotiations between Ms. Murchy and Ms. Ulley (and the later approval by the Assembly) and (c) why it was that the agreement with Mr. Corbin was abandoned (even after the heritage deregistration became known) without any communication with him whatsoever. When asked about this in cross-examination, Ms. Murchy's evidence was that the Assembly had no signed agreement with Mr. Corbin, that she felt that the Assembly couldn't proceed with the agreement made with him, and that they did what they thought was best in subsequently entering into an agreement with the Ulleys for the transfer of the property to them.

[60] In a question interjected by the court to gain a better understanding of what happened, Ms. Murchy was asked whether the Ulleys were given preferential treatment in the conveyance of the property to them. Ms. Murchy's response was vague and while not admitting any such preferential treatment, she alluded to Ms. Ulley's past involvement with the Lodge and her familiarity with the property (being adjacent to her own residential property).

[61] I infer from this response and the evidence as a whole that once Ms. Ulley expressed interest in acquiring the property in September of 2014, she received preferential treatment in being favoured as the new owner of the property over Mr. Corbin. While this does not give rise to any personal liability on the part of Ms.

Murchy, who acted solely in her capacity as corporate secretary of the Assembly throughout, the sale of the property to the Ulleys does constitute a breach of contract by the Assembly for which Mr. Corbin is entitled to some measure of compensation.

DAMAGES

[62] Generally, an award of damages for breach of contract is intended to place the injured party in as good a position as it would have been, had the contract been properly performed and completed.

[63] Had the contract in the present case been properly performed and completed, Mr. Corbin would have become the owner of the subject property to use as he saw fit, whether as a storage facility or a teardown for salvage of building materials.

[64] Unfortunately, as a self-represented litigant, Mr. Corbin was not aware of the evidentiary requirements for proof of damages. He did not provide the court with any admissible evidence on the value of his loss, either in terms of market value of the property or the value of the building materials which could be salvaged.

[65] Faced with such a situation, the court must do its best to provide some measure of compensation based on the evidence before it. The only indicia of the

value of this property contained in the evidence was its municipal assessed value which in 2014 was reduced to the amount of $6,000. While this is an undesirable basis for the assessment of damages, it is the only measure of damages available on the evidence and must therefore be used by the court as a last resort. With those reservations, I therefore award damages in favour of Mr. Corbin in the amount of $6,000.

CONCLUSION

[66] As a result of the breach of contract by the Assembly, Mr. Corbin shall have judgment against the Assembly in the amount of $6,000. In addition, he is entitled to pre-judgment interest at the rate of 5% per annum from the date the contract was breached (October 3, 2014 when the sale of the property to the Ulleys was approved) to the date of judgment.

[67] Where the plaintiff is self-represented, I ask that defence counsel prepare the Order for Judgment and submit it to the court after obtaining Mr. Corbin's consent as to form.

J.