SUPREME COURT OF NOVA SCOTIA

Citation: *New Chinatown Restaurant Inc.v. Keramaris*, 2026 NSSC 133

Date: 20260302
Docket: Hfx No. 543948
Registry: Halifax

Between:

New Chinatown Restaurant Inc.

Appellant

and

Frank Fotios Keramaris

Respondent

Between:

Qiao Jing Chen

Appellant

and

Frank Fotios Keramaris

Respondent

Decision

Judge:	The Honourable Justice Glen G. McDougall
Heard:	December 8, 2025, March 2, 2026, in Halifax, Nova Scotia
Final Written Submissions:	Appellant's brief filed February 25, 2026
	Respondent's brief filed February 25, 2026
Oral Decision:	March 2, 2026
Counsel:	Qiao Jing Chen, Self-Represented (accompanied by Mr. Frank Sing to help translate)
	Frank Fotios Keramaris, Self-Represented

By the Court:

[1] The Appellants, Qiao Jing Chen and New Chinatown Restaurant Inc., appeal the decision of J. Scott Barnett, an Adjudicator of the Small Claims Court of Nova Scotia, arising from two separate but related matters involving Frank Fotios Keramaris, as Claimant, against New Chinatown Restaurant Inc. (Small Claims Court File No. 535228) and against Qiao Jing Chen (Small Claims Court File No. 535230).

[2] Both matters were heard together pursuant to Section 25 of the *Small Claims Court Act*, R.S.N.S. 1989, c. 430. The hearing took place on Monday, March 17, 2025 by telephone, which is the common practice for contested matters in the Small Claims Court.

[3] The Learned Adjudicator provided a written decision in the form of an Order dated Monday, May 26, 2025.

[4] The Order, consisting of twenty-five paragraphs, allowed Mr. Keramaris' claim against New Chinatown Restaurant Inc. in the amount of $4,500, plus costs of $99.70 for a total judgment of $4,599.70.

[5] Mr. Keramaris' claim against Qiao Jing Chen was also allowed in the amount of $8,300, plus costs of $199.35 for a total of $8,499.35.

[6] The combined amount of these two judgments total $13,099.05.

[7] The two Defendants lost no time in filing a Notice of Appeal in the Nova Scotia Supreme Court on June 3, 2025.

[8] The hearing of the appeal was set down for December 8, 2025 before me. The parties appeared on that day but the appeal had to be adjourned to allow Mr. Keramaris time to prepare for the hearing and to file a brief. He indicated that he had not received the notice sent to the parties by the Law Courts' Scheduling Co-ordinator advising of the date and time for the hearing and setting filing deadlines for written briefs.

[9] The Court was persuaded that Mr. Keramaris had only been advised of the hearing a day or so prior to the hearing date and so set the matter over to Monday, March 2, 2026 at 2:00 pm. The Court also set filing deadlines for briefs. The

Appellants' brief was to be filed on or before Monday, February 23, 2026 and that of the Respondent by Wednesday, February 25, 2026.

[10] The Respondent's brief was filed on time but the Appellants' filings which included:

i. Final Oral Submissions Script for December 8, 2025 hearing;

ii. Amended Cross-Examination Preparation Guide; and

iii. Addendum to Appellants' brief: Objection to New Material Submitted by Respondent.

were filed on February 25, 2026 – two days after the deadline that was communicated to her and her son at the initial appearance on December 8, 2025.

[11] I will have more to say about these documents later in my decision.

[12] Before the file was assigned to me, New Chinatown Restaurant (Note: "Inc." was not included in the name) filed a Motion seeking an emergency Order to Stay the Execution Order taken out by Mr. Keramaris against New Chinatown Restaurant Inc. on September 23, 2025.

[13] The Honourable Justice John A. Keith refused to hear the Motion on an emergency basis noting that the Stay of Execution pending the hearing of the appeal was only brought on behalf of the corporate party and did not seek a stay of the judgment against Ms. Chen personally. Justice Keith's ruling further indicated that "Miss Chen is free to bring her Motion forward with notice to Mr. Keramaris" and "should she choose to do so… [She] is similarly free to serve and file further Affidavits to support the requested Stay of Execution."

[14] Based on my review of the file, the motion to stay was not pursued by either Appellant.

[15] The Notice of Appeal filed on June 3, 2025 listed five (5) grounds of appeal, as follows:

The Appellants appeal the decision on the following questions of law:

1. **Error in Finding an Intention to Contract**: The Adjudicator erred in law by concluding there was an *animus contrahendi* (intention to

contract) between the parties, misapplying principals from *Swan et al., Canadian Contract Law and Fridman, The Law of Contract in Canada*. The friendly, non-commercial relationship, evidenced by text messages and mutual favors (e.g., grass cutting), indicated no intention to create a legally binding agreement.

2. **Error in Ignoring Delayed and Retaliatory Invoicing**: The Adjudicator erred in law by failing to consider the legal significance of the Claimant issuing invoices nine months after the work was completed, which the Appellants submit was retaliatory and inconsistent with the genuine contractual agreement. This delay undermines the Claimant's assertion of a pre-existing agreement and suggests an absence of mutual intention to contract, misapplying contract law principles regarding offer, acceptance, and certainty of terms.

3. **Error in Relying on Biased and Uncorroborated Estimate**: The Adjudicator erred in law by accepting a third-party estimate provided by a contractor working with the Claimant without evaluating its independence or accuracy, contrary to *Nixon v. Murray, 2017 NSSC 189* and *Pereira v. 513736 Ontario Ltd., 2010 ONSC 5069*. The estimate lacked corroboration from independent parties, was not compared to the completed work by impartial observers, and raised a conflict of interest or potential collusion, which the Adjudicator failed to investigate, breaching the requirement for due diligence in assessing evidence in quantum meruit claims (*Fridman, The Law of Contract in Canada*, p. 709)

4. **Failure to Properly Credit Barter Contributions**: The Adjudicator erred in law by failing to apply a proper legal framework to evaluate the value of the parking and food provided by the Appellants, which should have offset the Claimant's claims, resulting in an unjust award.

5. **Misapplication of Quantum Meruit**: The Adjudicator erred in law by applying quantum meruit to assess damages without adequately considering the barter arrangement (provision of parking and food) as sufficient consideration, contrary to the principles of equitable compensation in *Fridman, The Law of Contract in Canada*.

The role of this Court in Appeals from decisions from the Small Claims Court:

[16] I will begin with a review of the manner in which appeals from the Small Claims Court are dealt with in the Supreme Court. In the leading case of *Brett Motors Leasing Ltd. v. Welsford*, (1999) 181 NSR (2d) 76, 1999 CanLII 1121 Saunders, J. (when he was a member of this Court prior to his elevation to the Nova Scotia Court of Appeal) had this to say, at para. 14:

> **One should bear in mind that the jurisdiction of this Court is confined to questions of law which must rest upon findings of fact as found by the adjudicator. I do not have the authority to go outside the facts as found by the adjudicator and determine from the evidence my own findings of fact.** "Error of law" is not defined but precedent offers useful guidance as to where a superior court will intervene to redress reversible error. Examples would include where a statute has been misinterpreted; or when a party has been denied the benefit of statutory provisions under legislation pertaining to the case; or where there has been a clear error on the part of the adjudicator in the interpretation of documents or other evidence; or where the adjudicator has failed to appreciate a valid legal defence; or where there is no evidence to support the conclusions reached; or where the adjudicator has clearly misapplied the evidence in material respects thereby producing an unjust result; or where the adjudicator has failed to apply the appropriate legal principles to the proven facts. In such instances this Court has intervened either to overturn the decision or to impose some other remedy, such as remitting the case for further consideration.
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> [Emphasis added]

[17] The inability of this Court to interfere with an Adjudicator's fact finding is explained in *Hoyeck v. Maloney*, 2013 NSSC 266. In that decision, Moir, J. stated the following, at paragraph 19, 23, and 24:

> [19] The need for deference to fact-finding becomes acute on a Small Claims Court appeal. The *Act*, true to its purpose of economical dispute resolution, limits appeals to an error about jurisdiction, an error of law, and a failure in the duty of fairness: s. 32(1). Note the absence of palpable and overriding error of fact.
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> …
>
> [23] We do not review Small Claims Court findings of fact for palpable and overriding error. Our jurisdiction to review for error of law may extend to the situation "where there is no evidence to support the conclusions reached": *Brett* at para. 14. That would have to be apparent from the summary.
>
> [24] **In conclusion on this point, fact-finding in Small Claims Court is only reviewed when it appears from the summary report and the documentary**

> **evidence that there was no evidence to support a conclusion**. An insufficient summary may attract review on the third ground, fairness, but it is not insufficient just because it is less satisfying than a transcript.
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> [Emphasis added]

[18] It should also be pointed out that fresh evidence is generally not admitted on appeals. In *Luke v. Chopra*, 2019 NSSC 145, Arnold, J. stated:

> [12] Ms. Luke says the parties signed a "Rent to Purchase and Sale Agreement" on December 8, 2010. **This document was not before the Director or the adjudicator. She has only produced it on this appeal**. She attached various materials, including the purported agreement, to her brief. **Ms. Luke did not file an affidavit in accordance with Civil Procedure Rule 7.28(1), which requires that "[a] party who proposes to introduce evidence beyond the record on a judicial review or appeal must file an affidavit describing the proposed evidence and providing the evidence in support of its introduction."**
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> [13] The *Small Claims Court Act* does not specifically address the admissibility of fresh evidence on appeal. In *Lacombe v. Sutherland,* 2008 NSSC 391, Beveridge J. (as he then was) considered, in *obiter*, whether fresh evidence other than evidence to establish a jurisdictional error or breach of natural justice may be admissible:
>
> > [29] **Furthermore, in a typical situation an appellate court cannot consider, absent leave being granted, any fresh or new evidence on the hearing of an appeal**. Here the *Small Claims Court Act* contains no specific provision setting out a power to hear fresh evidence. I need not decide today if the parties to an appeal from a Small Claims Court adjudicator can adduce fresh evidence other than evidence that may go to establishing a jurisdictional error or a breach of natural justice. Neither party sought to adduce any new evidence before me.
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> …
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> [15] **There is precedent for applying the four-part test from *R v. Palmer*, 1979 CanLII (SCC), [1980] 1 S.C.R. 759, to a Small Claims Court appeal in a tenancy matter**. In *Doyle v. Topshee Housing Co-operative Ltd*, 2012 NSSC 371, Scanlan J (as he then was) referred to *Patriquin* (2011) as a caution against the admission of fresh evidence, and said:
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> > [6] Tests for the introduction of new evidence was stated in the Supreme Court in *R. v. Stolar* (1988), 1988 CanLII 65 (SCC), 40 C.C.C. (3d) 1. This decision was recently referred to by the Nova Scotia Court of Appeal in *Hatfield v. Mader*, 2012 NSCA 66 at para. 22. The Court said:
> >
> > > (1) The evidence should generally not be admitted if, by due diligence, it could have been adduced at trial provided that this

> general principle will not be applied as strictly in a criminal case as in civil cases: see *McMartin v. The Queen*.
>
> (2) The evidence must be relevant in the sense that it bears upon a decisive or potentially decisive issue in the trial.
>
> (3) The evidence must be credible in the sense that it is reasonably capable of belief, and
>
> (4) It must be such that if believed it could reasonably, when taken with the other evidence adduced at trial, be expected to have affected the result.
>
> [Emphasis added]

[19] In *Patriquin v. Killam Properties Inc*, 2011 NSSC 338, this Court also dealt with the admission of fresh evidence on a Small Claims Court appeal:

> [6] With regard to affidavit evidence, clearly, the *Small Claims Court Act* appeal provisions do not provide for the submission of any new evidence. **The appeal is not a hearing *de novo*. It is a hearing based on the record. By record, I mean the contents of the Small Claims Court file which is requested and provided to our court when a notice of appeal is filed.** The entire record, including any exhibits filed in the hearing before the Small Claims Court, are all included in that file and they are all open to review by this Court. In addition to that, the adjudicator is requested to provide a summary report of findings of law and fact made on the case on appeal. So, in addition to the decision or order of the adjudicator, the summary report is also provided to this court and is used in determining the merits of the appeal.
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> …
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> [8] The *Small Claims Court Act* and its Regulations do not contemplate an appeal by way of trial *de novo*. It is based on the record. **This is not a carte blanche refusal to admit additional evidence but it would only be in very rare and exceptional circumstances that further affidavit evidence would be admitted**. There are good policy reasons for this. If affidavits were routinely accepted the appeal would soon morph into a trial *de novo*. It would also defeat the principle purpose for the Small Claims Court which is to provide an inexpensive and informal venue for people to present cases without the need to incur the expense of legal representation.
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> [Emphasis added]

[20] The above passage highlights that fresh evidence is only admitted on appeals from the Small Claims Court in exceptional circumstances and that an appeal is not an opportunity for the Appellant to argue the case afresh with new arguments and evidence. Any attempt by either the Appellants or the Respondent to introduce fresh

evidence is disallowed as there are no exceptional circumstances that would warrant the admission of new evidence. This Court must rely on the findings of fact made by the Adjudicator and as stated in the Order/Decision and in the Summary Report provided. The Summary Report of the Adjudicator states that:

> 2. In addition to the decision and order that I would generally allow to stand for themselves in terms of providing a summary report of my findings of law and fact in this case, I will refer to further evidence there that was not mentioned in the decision and order as an additional basis for the findings of fact germane to the Notice of Appeal.
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> [Emphasis added]

[21] The Adjudicator is permitted to flesh-out (so-to-speak) the evidence in support of the findings of fact made in the Order/Decision. There is no requirement to lay out each and every thing said by the parties in the course of presenting their respective case at trial. There is also nothing to prevent the Adjudicator from referencing further evidence when preparing a Summary Report after an appeal has been taken by an aggrieved party. This is not done to prevent a successful appeal of the initial decision but rather to address the various grounds of appeal that the Appellant advances as a reason or reasons why the appeal should be allowed

[22] Earlier I referred to the three documents filed by the Appellants – New Chinatown Restaurant Inc. and Qiao Jung Chen – in support of the appeal:

i. Final Oral submissions Script for December 8, 2025 hearing;
ii. Amended Cross-examination Preparation Guide; and
iii. Addendum to Appellants' Brief: Objection to New Material Submitted by Respondent.

[23] I have already addressed the Appellants' concern with the Respondent's attempt to introduce what the Appellants' say is new evidence. Any attempt on the part of the Respondent or the Appellant's to introduce new evidence that was not before the Adjudicator at the first instance is denied. My ruling is based solely on the findings of fact and the application of the law to the facts as contained in the Adjudicator's Order/Decision and his Summary Report, as well as any exhibits that might have been filed at the initial hearing.

[24] As for providing the document titled "Amended Cross-Examination Preparation Guide", I am uncertain as to why this was presented. It appears to

contemplate or anticipate that Ms. Chen would be cross-examined either by the Respondent – Mr. Keramaris – or legal counsel on his behalf. It also appears to "coach" the witness by not only suggesting possible questions but also how they might be answered.

[25] This document demonstrates the Appellants complete lack of understanding of how appeals of Small Claims Court decisions are dealt with in this Court. Appeals are just that – they are not trials *de novo* – they are not a second opportunity for parties to present their evidence anew except for exceptional circumstances when the Court might possibly allow for the introduction of new evidence that was not available when the hearing first took place.

[26] As for suggesting how to answer questions that might be asked by opposing party or his or her counsel, this goes beyond simple preparation, it smacks of fabrication. A trial is nothing more than "a search for the truth". It depends on the relevance of questions and the truthfulness and reliability of answers provided by witnesses who are called to testify. It is not a contest of who can make up the best story.

[27] As such, the "Amended Cross-Examination Preparation Guide" is of no value and should not have been provided to the Court.

[28] The Appellant, Ms. Chen, on her own behalf and as the representative of New Chinatown Restaurant Inc., was assisted by Dr. Jinyu Sheng, a professor of physical oceanography, in the Department of Oceanography at Dalhousie University.

[29] Dr. Sheng asked to be heard on behalf of Ms. Chen due to her limited understanding and ability to communicate in English. I allowed him to make oral submissions on her behalf.

[30] The five grounds of appeal listed in the Notice of Appeal are:

1. Error in Finding an Intention to Contract;
2. Error in Ignoring Delayed and Retaliatory Invoicing;
3. Error in Relying on Biased and Uncorroborated Estimate;
4. Failure to Properly Credit Barter Contributions; and
5. Misapplication of Quantum Meruit.

[31] With respect to the Appellants' first ground of appeal: "Error in Finding an Intention to Contract", the Adjudicator, based on the evidence presented, concluded that "the Defendant agreed that the Claimant could carry out the labour in question pursuant to an intention to contract but there was no agreed price." [Para. 16 of the Order/Decision]

[32] In reaching this determination, the Adjudicator relied on *Fridman, The Law of Contract in Canada* (5th ed, 2006) and *Swan et al, Canadian Contract Law* (4th ed., 2018) in concluding that the elements that make a contract legally enforceable showed that the requisite intention to contract, or *animus contrahendi*, had been established.

[33] Ms. Chen and Mr. Keramaris might have had, at least initially, a friendly relationship but that did not negate the existence of a valid oral contract. The adjudicator commented on the friendly relations between the parties in his Order/Decision but pointed out that:

> …the problem is that the work for which the Claimant sues was quite substantial, above and beyond a typical situation where a friend helps out a friend with no expectation of payment with the common understanding that the friend receiving the help in this particular instance will, next time, be the friend providing the help to the other. [Para. 13 of the Order/Decision]

[34] The Adjudicator goes on to state that:

> … there is evidence of what the value of the labour was based on the third party quotes for the same or similar work, amounting to almost $17,500. It is difficult to credit Ms. Chen's assertion that parking and the provision of some food from the restaurant would equate with that amount of labour. [Para. 14 of the Order/Decision]

[35] The Adjudicator elaborated on this in his Summary Report at paras. 8 and 9 as follows:

> 8. Unfortunately, Ms. Chen's testimony was vague and did not provide any detail such as how many vehicles she permitted to park in the restaurant's parking lot, who exactly was allowed to park there, over what period of time she permitted vehicles to park in the restaurant parking lot and for how long at a time, how much of the parking lot was being used at a time by workers at the adjacent job site or even how she knew who was parking in the restaurant's parking lot at the material time.

> 9. The same lack of detail was present in respect of her testimony that she provided restaurant food to individuals; there was no information about how many meals were provided, to whom and when, or the monetary value of the food provided.

[36] I can find no error in the Adjudicator's determination that the parties had an intention to contract. There is no basis for allowing the appeal on this ground.

[37] As for the second ground of appeal: "Error in Ignoring Delayed and Retaliatory Invoicing" the Adjudicator addressed this at para. 11 of the Summary Report. He wrote:

> 11. In terms of the lateness of providing invoices to the Appellants, the Respondent testified to the confounding issue of the table from China that is referred to in decision and order appealed from. He argued that Ms. Chen had led him on and that when it became apparent that she would not pay him for the work he provided, he decided to issue the invoices. As noted, the Appellants argue that the invoices were retaliatory but Ms. Chen did not explain how the invoices represented retaliation or as retaliation for what exactly.

[38] The Adjudicator also commented on this situation, at para 8, of his Order/Decision in the following words:

> 8. Confusing the matters somewhat, there was some degree of discussion about the possibility of the Claimant acquiring a table from China with the assistance of Ms. Chen. The Claimant testified that he thought that Ms. Chen might buy one for him in return for the labour that he supplied while Ms. Chen says that there was no such arrangements.

[39] It seems to me that to suggest that Mr. Keramaris' failure to render his accounts for payment promptly somehow implies he had no intention to bill for the considerable amount of work he and his employees carried out for Ms. Chen personally and at her restaurant is not a logical conclusion.

[40] On the contrary, it supports what Mr. Keramaris had testified to at trial which was that he was prepared to receive as payment, either in part or in full, a table that he says Ms. Chen agreed to source for him in China. It was only after the passage of a considerable amount of time that Mr. Keramaris concluded that Ms. Chen had done nothing to live up to her side of the bargain. It was then that he decided to tender his accounts for services rendered.

[41] The Adjudicator's did not err in law by failing to consider or by "Ignoring Delayed or Retaliatory Invoicing" in deciding that there was an intention to contract as set out in the Appellants' second ground of appeal. There is no basis for granting the appeal on this ground.

[42] In regard to the third ground of appeal that the Adjudicator "Erred in Relying on Biased and Uncorroborated Estimate", this relates to the evidence presented at the hearing from another contractor called by Mr. Keramaris that the value of the work performed by the Claimant was estimated to be worth almost $17,500.

[43] The time to challenge the potential bias of this witness and lessen the impact of his testimony was at trial. This did not appear to have happened based on the record available for my review.

[44] The Adjudicator, at para. 14, alluded to "evidence of what the value of the labour was based on the third party quotes for the same or similar work, amounting to almost $17,500."

[45] The Adjudicator added further comments on the value of the work done by Mr. Keramaris at para. 3 and 4 of the Summary Report. It states:

> 3. Further to paragraph 13 of the decision, photographs of the pressure-washed, caulked and painted exterior wall of the restaurant in question are contained in the file. It took the Respondent Frank Fotios Keramaris the better part of four evenings to carry out the work and involved the use of a hydraulic manlift, also depicted in the photograph on file. The Appellants supplied the paint and other required materials. This information is derived from the Respondent's testimony which provided support for and was entirely consistent with the description of the work as set out in the Notice of Claim in Claim No. 535228.
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> 4. Similarly, with respect to the work that the Respondent carried out on an apartment owned by the Appellant Qiao Jing Chen, the work involved was significant and took a number of days to complete. This information is derived from the Respondent's testimony which provided support for and was entirely consistent with the description of the work as set out in the Notice of Claim in Claim No. 535230.

[46] While the Adjudicator did not accept all of the evidence offered by Mr. Keramaris, which is apparent from reading para. 15 of the Order/Decision where he stated: "… I do not accept the Claimant's evidence that he provided quotes to Ms. Chen…", it is clear that the evidence he heard satisfied him that the amounts claimed by Mr. Keramaris were reasonable.

[47] At para. 6 of the Summary Report, the Adjudicator commented on the approach taken by Ms. Chen in opposing the claim. He states:

> 6. The Appellant Qiao Jing Chen did not contest any of the Respondent's oral testimony concerning the work he did, whether of a substantial nature as noted in the decision and order with respect to the work for which compensation was claimed by the Respondent or with respect to the less substantial work.

[48] The Adjudicator was in the best position to assess credibility – it is not for this Court to second guess the findings of fact he made based on the evidence presented. This is particularly so when "The Appellant, Qiao Jing Chen, did not contest any of the Respondent's oral testimony concerning the work he did…."

[49] The Adjudicator acts as a gate-keeper in deciding what testimony should be allowed in. This includes opinion evidence and provided the opinion is based on proven facts the weight given to the opinion is left to the trier-of-fact to decide. The Adjudicator in this case accepted the "evidence of what the value of the labour was based on the third party quotes for the same or similar work." [para. 14 of the Order/Decision, *supra*] He did not, however, simply use the quotes to determine the value of the work. He relied on the evidence of Mr. Keramaris to decide that. And, as indicated earlier in my decision, there were "photographs of the pressure washed, caulked and painted exterior wall of the restaurant…" which took "Frank Fotios Keramaris the better part of four evenings to carry out the work and involved the use of a hydraulic manlift, also depicted in a photograph on file." [Para. 3 of the Summary Report, *supra*]

[50] To the extent that the Adjudicator relied on the evidence of another contractor called to offer an opinion of the value of the work performed by Mr. Keramaris, it is not a ground of appeal that warrants over-turning the decision made.

[51] Moving on to the Fourth Ground of Appeal which is "Failure to Properly Credit Barter Contributions."

[52] Both in his Order/Decision and in the Summary Report, the Adjudicator dealt with this issue. At paras. 22 and 23 of the Order/Decision, the Adjudicator stated:

> 22. From what I can tell in terms of the value of the parking and the food, difficult to evaluate as it is, that is more closely related to a friendly gesture along the same lines as the Claimant's friendly gesture in terms of mowing grass and any other services he provided outside of the amounts sued for in these Claims.

> 23. The point is that there is a "credit", if one were to put it that way, for which the Defendant did receive some degree of reciprocal benefit. But that "credit" does not apply in respect to the amounts sued for in these Claims.

[53] At para. 7 of the Summary Report, the Adjudicator offered a further explanation:

> 7. Instead, in her testimony, the Appellant Qiao Jing Chen spoke of providing what is described in the Notice of Appeal as "barter contributions", a term which suggests that the Appellants acknowledge that the issue is not whether there was an intention to contract since the barter agreement can still represent a legally binding and enforceable agreement but rather about an evaluation of the value of the *quid pro quo* for the transactions between the parties.

[54] I have already quoted from paras. 8 and 9 of the Summary Report but I believe they both bear repeating:

> 8. Unfortunately, Ms. Chen's testimony was vague and did not provide any detail such as how many vehicles she permitted to park in the restaurant's parking lot, who exactly was allowed to park there, over what period of time she permitted vehicles to park in the restaurant parking lot and for how long at a time, how much of the parking lot was being used at a time by workers at the adjacent job site or even how she knew who was parking in the restaurant's parking lot at the material time.
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> 9. The same lack of detail was present in respect of her testimony that she provided restaurant food to individuals; there was no information about how many meals were provided, to whom and when, or the monetary value of the food provided.

[55] At para. 10 of the Summary Report the Adjudicator further stated:

> 10. The Respondent testified that he personally did not require parking in the restaurant parking lot as there was parking available elsewhere in close proximity to work site adjacent to the restaurant in question. Further, as the general contractor at the work site, the Respondent indicated that he did not solicit food or parking on behalf of the subcontractors hired to work at the work site. He acknowledged having received some food but indicated that he did not eat much of what was provided, that Chinese food does not agree with his stomach or his palate and, regardless, he simply wouldn't "work for food" as his time has more value than that.

[56] Given the limitations in the evidence offered by Ms. Chen at trial, the Adjudicator's decision to, in effect, set off the value of allowing Mr. Keramaris to

occasionally park in the Restaurant's parking lot along with the provision of some food against some of the work he carried out for her personally such as cutting the grass and other services was perfectly reasonable and acceptable.

[57] This is not a ground of appeal that justifies over-turning the decision.

[58] The Fifth and Final Ground of Appeal "Misapplication of Quantum Meruit."

[59] In short, Quantum Meruit, is a legal term that applies to the determination of a reasonable sum of money to be paid for services rendered or work done when the amount due is not stipulated in a legally enforceable contract.

[60] The argument offered in support of this ground of appeal is that:

> The Adjudicator erred in las by applying quantum meruit to assess damages without adequately considering the barter arrangement (provision of parking and food) as sufficient consideration, contrary to the principals of equitable compensation…

[61] I have already discussed the arrangements respecting "barter considerations" in dismissing the fourth ground of appeal. Other than to reiterate the Adjudicator's decision to trade-off the value of the Claimant's (the Respondent on Appeal) limited used of the restaurant's parking lot along with a few meals against the value of the work performed by Mr. Keramaris for Ms. Chen personally and further given the lack of evidence offered by Ms. Chen at trial, the Adjudicator did give some relief to her in his Order/Decision. He addressed it further in his Summary Report. She received credit for it but perhaps not to the extent that she feels she deserves. This does not amount to an error of law. Rather, it is an exercise in good judgment by an Adjudicator learned in the law.

Conclusion

[62] I see no reason to overturn the decisions of Adjudicator J. Scott Barnett.

[63] The appeals are dismissed without costs to any of the parties.

McDougall, J.