

**IN THE SUPREME COURT OF NOVA SCOTIA**

**Citation:** Eagles v. Buchanan, 2008 NSSC 99

**Date:** (20080215)

**Docket:** SN No. 247764

**Registry:** Sydney

**Between:**

Ralph Eagles and Bernice Eagles

Plaintiffs/  
Defendants by Counterclaim

v.

Earl Buchanan and Mary Buchanan-Beaton

Defendants/  
Plaintiffs by Counterclaim

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**Judge:** The Honourable Justice Frank Edwards

**Heard:** February 11, 12 and 15, 2008, in Sydney, Nova Scotia

**Final Written  
Submissions:** February 27, 2008

**Oral Decision:** February 15, 2008

**Written  
Decision:** April 8, 2008

**Subject:** Real property - rent to own agreement.

**Facts:** The parties entered into a rent to own agreement using a form provided by the Defendants. A dispute arose regarding reimbursement of the Defendants for the cost of municipal taxes, water and insurance. The Defendants attempted to terminate the agreement. The Plaintiffs sued for specific performance. The Defendants counterclaimed *inter alia* for lost rent.

**Issue:** Were the Plaintiffs entitled to specific performance.

**Result:** Specific performance granted. The Defendants were obliged to provide receipts for expenses (taxes, water, insurance) paid before becoming entitled to reimbursement or repudiation of the agreement. They refused to provide same. The Plaintiffs adhered to their obligations under the Agreement. The Counterclaim was dismissed. The Plaintiffs were awarded costs.

**Cases Noted:** *Maisonneuve v. Delaurier* 2007 Carswell B.C. 457 (S.C.); *Gilbert v. Fotherby*, [2007] N.S.J. No. 295; 2007 NSSC 211; *Francis v. Clarke*, [1999] N.S.J. No. 289; (1999) 178 NSR (2d) 168

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