

IN THE SUPREME COURT OF NOVA SCOTIA

Citation: Corkum v. Dagley , 2006 NSSC 126

Date: 20060420

Docket: SH 207076

Registry: Halifax

Between:

Caroline Corkum

Plaintiff

v.

Randall Stephen Dagley

Defendant

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Judge: The Honourable Justice Arthur W. D. Pickup

Heard: February 28, 29, March 1 and 2, 2006 in Halifax, Nova Scotia

Written Decision: April 20, 2006

Subject: Oral agreement for sale of land, equitable interest in land, *bona fide* purchaser for value without notice.

Summary: Aunt of plaintiff purchased a house in 1986. The plaintiff and her family moved into the house and paid rent until 1989. The plaintiff made renovations to the property and claimed she had an agreement with her aunt (oral contract) to purchase the property or, in the alternative, that she had acquired an equitable interest in the property because of her dealings with her aunt. The aunt conveyed the property to her brother, the defendant, on June 8, 2001. The plaintiff sued the defendant claiming she had an oral contract with her aunt and, in the

alternative, because of her dealings with her aunt she had an equitable interest and sought remedies including a conveyance of the property to her and reimbursement for renovations made to the property.

Issue: Was there an oral contract?
Does the plaintiff have an equitable interest in the property?
Was the defendant a *bona fide* purchaser for value without notice of the equitable interest.

Result: No oral contract. The defendant was a *bona fide* purchaser for value without notice of the equitable interest and therefore received legal title to the property by deed.

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