

**IN THE SUPREMEM COURT OF NOVA SCOTIA**  
[Cite as: Cornwallis Park Development Association v. Baird, 2002 NSSC 92]

**CORNWALLIS PARK DEVELOPMENT ASSOCIATION**                      and

**ROBERT BAIRD AND JUDY BAIRD**    and

**MYBA ENTERPRISES LIMITED**

Justice Allan P. Boudreau

Kentville, Nova Scotia

S.A.R. No. 01847

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**HEARD:**                      At Annapolis Royal, N.S. on October 31 and November 1, 2001.

**DECISION:**                April 9, 2002

**SUBJECT:**                Contract, Commercial Lease, Breach of Collateral Agreement,  
Damages.

**ISSUES:**                Was there a breach of a collateral agreement?  
What damages were proven?

**SUMMARY:**            Plaintiff had claimed for unpaid rent and electricity. Defendants had denied liability for electricity because it was not separately metered as required by the lease. Defendants had also counterclaimed for lost revenues as a result of plaintiff allowing a competing business to open in the Mall contrary to their collateral agreement.

**RESULT:**                Found in favour of plaintiff on its claim and partly in favour of defendants on counterclaim. Result just about a wash.

THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
QUOTES MUST BE FROM THE DECISION, NOT FROM THIS COVER SHEET.