

SUPREME COURT OF NOVA SCOTIA

Citation: *Acadia Equipment Rentals Limited v. Jaylynn Enterprises Limited*,
2025 NSSC 255

Date: 20250731

Docket: *Bwt*, No. 506776

Registry: Bridgewater

Between:

Acadia Equipment Rentals Limited

Plaintiff

v.

Jaylynn Enterprises Limited, Jay Robert Richards and Robert James Richards

Defendants

Judge: The Honourable Justice Gail L. Gatchalian

Heard: June 9, 10, 11, 12 and 18, 2025, in Bridgewater, Nova Scotia

Counsel: Rubin Dexter and Joshua E. Bryson, for the Plaintiffs
Michael K. Power, K.C., for the Defendants

By the Court:**Introduction**

[1] This is a dispute between neighbouring land owners about the nature of an easement expressly provided for in a lease agreement. Is it a grant of a permanent easement, or a license to use the easement for the five-year term of the lease? Or is it an equitable easement based on the doctrine of proprietary estoppel?

[2] The Plaintiff, Acadia Equipment Rentals Limited, owns the property at 280 North Street in Bridgewater, Nova Scotia. Duane Richards is the President of Acadia. The Defendant, Jaylynn Enterprises Limited, owns the adjoining property at 270 North Street. The Defendant Robert (“Bob”) James Richards is the past President of Jaylynn. The Defendant Jay Robert Richards is the current President of Jaylynn. In order to avoid confusion, I will refer to these related parties by their first names. Duane is Bob’s son from his first marriage. Jay is Bob’s son from his second marriage. Duane and Jay are half-brothers.

[3] Jaylynn purchased both properties in 2005. On May 31, 2017, Duane, on behalf of Acadia, purchased 280 North Street from Bob, on behalf of Jaylynn. On the same date, Duane, on behalf of Acadia, and Bob, on behalf of Jaylynn, also executed the lease agreement. The lease agreement provided for two things:

- a. Jaylynn leased a section of 270 North Street to Acadia for five years, and
- b. Jaylynn granted Acadia an easement over another section of 270 North Street.

[4] A dispute arose between the parties in May and June of 2021, which resulted in Jaylynn temporarily blocking Acadia’s access to the easement. In this action, Acadia seeks a declaration that the easement is permanent. Acadia relies on the surrounding circumstances to support its interpretation of the lease agreement. In particular, Acadia relies on the fact that 280 North Street is bisected by a deep ravine known as Silver’s Brook, and that, because of Silver’s Brook, Acadia cannot access the northeast part of its property without travelling over the easement. Acadia owns and operates a tool rental shop and a mechanical repair shop on the southwest part of its property. Acadia also operates a heavy civil construction contracting business,

from which it derives the vast majority of its income. Acadia parks its heavy equipment used its civil construction business on the northeast part of 280 North Street.

[5] In the alternative, Acadia seeks a declaration that it has a permanent equitable easement based on proprietary estoppel. Duane says that when Acadia agreed to buy 280 North Street from Jaylynn, Bob promised that Acadia would have a permanent easement over 270 North Street to allow Acadia to access the northeast part of 280 North Street. Bob and Jaylynn disagree, saying that Acadia was given a license to use the easement for the five-year term of the lease, which has now expired.

[6] Acadia also seeks an injunction to restrain the Defendants from interfering with its use of the easement, a declaration that Jaylynn and Bob are liable in nuisance for blocking Acadia's access to the easement, special damages from Jaylynn for the cost of storing Acadia's heavy equipment elsewhere during the blockage, and punitive damages from Jaylynn and Bob for the blockage. Acadia is not pursuing any claims against Jay.

[7] The Defendants filed a counter-claim, seeking damages against Acadia for the tort of waste. The Defendants' other claim, that Acadia "has used vehicle(s) to block the right of way causing loss and damage," was not supported by the evidence nor addressed in the Defendants' closing argument.

[8] The following witnesses testified for Acadia at the trial:

- a. Duane
- b. Jennifer Richards, Duane's spouse, and Secretary of Acadia
- c. William Richards, son of Duane and Jennifer, and employed as a civil engineer for Acadia
- d. Darren Smith, of Darren Smith Excavating, who was hired by Jaylynn to move shipping containers, also known as "seacans," to the entrance of the easement on June 9, 2021, blocking Acadia's access to the easement
- e. Robert Williams, Secretary of B&B Service Centre Ltd., on whose property Acadia stored its heavy equipment for one month
- f. Sheldon Statton, on whose property Acadia stored its heavy equipment for nine months

[9] The following witnesses testified for the Defendants:

- a. Jay
- b. Bob
- c. Terry England, a handyman who does work for Jaylynn
- d. Jill England, daughter of Terry England, who works with Terry England
- e. Ashley Eisner, General Manager, Town & Country Property Improvements Limited
- f. Lawyer Philip Romney

[10] The parties filed a Common Book of Documents, and agreed as follows with respect to the admissibility of its contents:

- Those documents under the headings “Title Documents” and “Plans of Survey” (Tabs 1-15), are admitted into evidence for all purposes, including for the truth of their contents.
- Those documents under the headings “Written Communications Between the Parties” and “Photographs and Videos” (Tabs 16-32), are admitted into evidence for the fact that they were made and received and, in the case of the photographs and video, that they were taken. These documents are not admitted into evidence for the truth of their contents, which must be formally proved.
- The remainder of the documents, under the headings “Romney Statement of Account” and “Damages” (Tabs 33-42), must be formally proved for all purposes, including that they were made, received and for the truth of their contents.

[11] On the consent of the parties, the Court took a view of 270 and 280 North Street.

[12] In order to determine the parties’ claims, I will consider the following questions:

- a. Is the easement/right of way in the lease agreement a permanent easement or was it a license to use the easement over the five-year term of the lease?

- b. Did Bob make a representation to Duane that the easement would be permanent, and did Acadia reasonably rely on that representation to its detriment when it purchased 280 North Street from Jaylynn?
- c. Did Jaylynn and Bob commit the tort of nuisance when:
 - i. they directed that several seacans be placed on the easement, temporarily blocking Acadia's access; and
 - ii. when Jaylynn left the seacans on the easement for a number of months?
- d. Is Bob personally liable for the tort of nuisance?
- e. Is Acadia entitled to: (a) special damages from Jaylynn and (b) punitive damages from Jaylynn and Bob for the tort of nuisance?
- f. Is Jaylynn entitled to damages for Acadia's breach of the tort of waste?

Five-Year License or Permanent Easement?

The Lease Agreement

[13] The lease agreement was signed on May 31, 2017, by Duane, as President of Acadia, and Bob, as president of Jaylynn, and bears the seals of both companies. Jaylynn is referred to as "the Landlord." Acadia is referred to as "the Tenant." The lease agreement consists of six paragraphs over three pages, and reads as follows:

Leased Property

- a. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases and takes from the Landlord all those lands located northeast of lands of Emco Limited, Lot 98-1 and lands of Jaylynn Enterprises Limited, remainder portion of Lot 98-2 and as shown as Proposed Lease Parcel L1 on a Plan of Survey prepared by Fogarty Surveys Inc. dated May 10, 2017 and registered in the Lunenburg County Land Information Centre as Plan No. 11074251, and hereinafter referred to as the "Leased Property."

Rent

- b. The rent shall be Ten Dollars (\$10.00) plus One Dollar Fifty Cents (\$1.50) HST, for a five (5) year term commencing on June 1, 2017, continuing and including the 31st date of May, 2022.

Insurance

- c. The Tenant shall obtain liability insurance on the leased property with coverage for not less than \$2,000,000.00.

Use of Premises

- d. The Tenant shall use the leased property in conjunction with its present business located at 280 North Street, Bridgewater, and may remove trees, grade and level the leased property in such manner that there will be gentle sloping to adjacent lands.

Easement/Right of Way

- e. Together with the leased property, the Landlord hereby grants an easement/right of way over Parcel E1 as shown on the aforesaid Plan of Survey. This easement is to provide access to remainder portion of Lot 98-2, PID 60504073 and the leased property. This easement is to be used in common with the Landlord and other parties that the Landlord may grant an easement to. The Tenant may construct a roadway within the easement area but shall present a sketch of the proposed roadway to the Landlord and shall receive approval from the Landlord before any construction takes place. It is agreed by the Landlord and Tenant that in the event that Parcel E1 becomes a public street, the easement/right of way shall terminate.

Default

- f. In the event that the Tenant defaults in any of its obligations pursuant to this Lease, the Landlord may give the Tenant thirty (30) days notice to correct such default and if not corrected, the Landlord may terminate this Lease upon given the Tenant not less than three (3) months notice.

[14] It is not disputed that Acadia’s property at 280 North Street is also known as Lot 98-2 and as “remainder portion of Lot 98-2”, and is identified as PID 60504073.

[15] Jaylynn’s property is identified as PID 60050465.

[16] The Plan of Survey prepared by Fogarty Surveys Inc. dated May 10, 2017 (“the Fogarty Plan”) and referred to in Clauses 1 and 5 of the lease agreement, is attached as Appendix “A” to this decision.

[17] The Fogarty Plan shows that, if one were standing on North Street looking at the properties, 280 North Street would be on the left, and the easement (“Parcel E1”) would be on the right. The Fogarty Plan shows that 270 North Street consists of both the easement as well as a large piece of property at the back of 280 North Street. The leased property (“Parcel L1”), runs along the back of 280 North Street, and is approximately 150 feet deep. The easement runs along the northeast boundary with 280 North Street, extending from North Street, past the back boundary of 280 North Street, up to the back boundary of the leased property.

[18] The Fogarty Plan contains the following references to the proposed leased property and the proposed easement:

Plan of Survey Showing

Proposed Lease Parcel L1 &

Proposed Easement Parcel E1

Over PID 60050465, in favour of PID 60504073, lands of Jaylynn Enterprises Limited ...

Essential Qualities of an Easement

[19] An easement, as opposed to a license, permanently binds the land over which it is exercisable and permanently benefits the land for the advantage of which it exists, as opposed to a license, which can be terminated by the licensor: *Maritime Telegraph and Telephone Co. v. Chateau Lafleur Development Corp.*, 2001 NSSC 14 at paras.19-20 and 22, appeal denied 2001 NSCA 167, leave to appeal denied [2002] S.C.C. No. 14.

[20] Generally, a right of way is created by an express grant under seal: *ibid* at para.20. A “grant of easement” describes the dominant tenement, the piece of land on which the right of way is to run, the type of right granted, the consideration for the right, and the term of the easement if not in perpetuity: *ibid* at para.20.

[21] The essential qualities of an easement are:

- (a) there must be a dominant and servient tenement,
- (b) an easement must accommodate the dominant tenement,
- (c) dominant and servient owners must be different persons, and
- (d) a right over land cannot amount to an easement unless it is capable of forming the subject matter of a grant.

Ibid.

Subsection 13(a) of the Conveyancing Act

[22] Subsection 13(a) of the *Conveyancing Act*, R.S.N.S. 2989, c.97 provides that, except where a contrary intention appears by the conveyance, “where words of limitation are not used, the conveyance conveys that whole property right that the party conveying had the power to dispose of by the conveyance...”

Sattva

[23] When interpreting the lease agreement, I must consider the words of the agreement as a whole, in their ordinary and grammatical meaning, consistent with the circumstances known to the parties on May 31, 2017, the date that the lease agreement was entered into: *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53, at para.47.

[24] The surrounding circumstances – also known as the “factual matrix” – can assist the court in determining what the parties understood the words used in the agreement to mean: *S.A. v. Metro Vancouver Housing Corp.*, 2019 SCC 4 at para.38.

[25] However, the surrounding circumstances must not overwhelm the words of the agreement. They consist only of objective evidence of the background facts at the time the agreement was entered into, that is, knowledge that was or reasonably ought to have been within the knowledge of both parties at or before that date: *Sattva* at paras.57-58.

The Words as a Whole, in their Ordinary and Grammatical Meaning

[26] Acadia relies on the following words of the lease agreement, which tend to support its position that Clause 5 granted a permanent easement over 270 North

Street for the benefit of 280 North Street that would only terminate if the easement became a public street:

- a. The word “easement” appears six times in Clause 5.
- b. Not only did the parties use the word “easement” in Clause 5, they also used the term “right of way” to describe the grant.
- c. Clause 5 does not contain the word “license.”
- d. The only words limiting the easement in Clause 5 are as follows: “It is agreed by the Landlord and Tenant that in the event that Parcel E1 becomes a public street, the easement/right of way shall terminate.”
- e. The words “[t]ogether with” in Clause 5 take meaning from their context, and in the context of this agreement, “together with” means “in addition to.”
- f. Clause 5 identifies a dominant tenement (280 North Street) and a servient tenement (Parcel E1 on 270 North Street). The owners need not be different: s.61(3) of the *Land Registration Act*, S.N.S. 2001, c.6.
- g. The easement/right of way has two distinct purposes: (1) to allow Acadia to access the leased property, and (2) to allow Acadia to access its own property.

[27] Acadia concedes that the portion of Parcel E1 that extends from the back boundary of 280 North Street to the back boundary of Parcel L1 terminated by operation of law with the expiry of the lease agreement. Thus, its arguments in support of its position that Parcel E1 is a permanent easement only apply to the portion of Parcel E1 that extends from North Street up to the back boundary of 280 North Street.

[28] Jaylynn relies on the following words of the Lease Agreement, which tend to support its argument that the easement was only a license for Acadia to use the easement for five years, unless terminated pursuant to Clause 6 or until the easement became a public street:

- a. The document is entitled “Lease Agreement.”
- b. Clause 1 leases Parcel L1 to Acadia.
- c. Clause 2 creates a term of five years.

- d. The phrase “together with” in Clause 5 means that the parties intended that the five-year term of the lease also applied to the easement.
- e. Clause 5 does not contain the word “permanent” in describing the easement/right of way.
- f. Clauses 1 and 5 of the Lease Agreement and the Fogarty Plan of Survey referred to in those Clauses refer to Jaylynn as the owner of 280 North Street. According to the Lease Agreement and the Fogarty Plan, Acadia did not own any property, meaning that there was no dominant or servient tenement.

Related Contract

[29] Bob, as President of Jaylynn, executed a warranty deed on May 31, 2017, transferring title to 280 North Street from Jaylynn to Acadia. The lease agreement and the deed are part of the same transaction. Read together, I find that the parties intended that the easement/right of way granted in Clause 5 of the lease agreement was for the purpose of allowing Acadia, who was to become the owner of 280 North Street at the same time as the lease agreement was entered into, to access both the leased property owned by Jaylynn and 280 North Street, to be owned by Acadia. The surrounding circumstances, discussed below, support this conclusion. Therefore, the parties intended that the owner of the dominant tenement be Acadia and the owner of the servient tenement be Jaylynn. The easement accommodates the dominant tenement: it grants access to 280 North Street. Parcel E1 is capable of forming the subject matter of a grant, as is evident from the Fogarty Plan and the words of Clause 5.

[30] The remaining question is whether the lease agreement granted a permanent easement or simply a license for a five-year term.

Surrounding Circumstances: Undisputed Facts

[31] The following undisputed facts are the surrounding circumstances that were within the knowledge or that ought to have been within the knowledge of Duane, as President of Acadia, and Bob, as President of Jaylynn, at the time they signed the lease agreement:

- a. Duane and Bob worked together for many years. From 1998 to 2003, Duane was working in Alberta but returned home in the summers to

work for Jaylynn. Duane relocated to Nova Scotia in 2003. Jaylynn was Acadia's primary customer until 2013. Acadia prioritized Jaylynn's work. Acadia did the heavy civil construction work for Jaylynn's modular home communities, using Acadia's heavy equipment. Acadia continued to perform smaller jobs for Jaylynn after 2013.

- b. Jaylynn purchased 270 and 280 North Street in 2005. Duane and Bob discussed Jaylynn's purchase of the properties. Bob's long-term plan was for Jaylynn to build a modular home community on the properties. This did not happen.
- c. Silver's Brook is deep and wide: approximately 12-15 feet deep and 8-12 feet wide. It cannot be crossed with a vehicle and cannot safely be crossed by foot. Because of the nature and location of Silver's Brook, the northeast portion of 280 North Street cannot be accessed from the southwest portion of 280 North Street. The only way to access the northeast portion of 280 North Street is to pass over Jaylynn's property at 270 North Street. The northeast portion of 280 North Street that is inaccessible because of Silver's Brook comprises at least half of the property at 280 North Street.
- d. At or around the time that Jaylynn purchased 270 and 280 North Street, the understanding of both Duane and Bob was that: (1) it would be nearly impossible to obtain a permit from the Province to build a bridge over Silver's Brook, and (2) even if a permit could be obtained, it would have been very costly to build a bridge.
- e. Acadia began to rent 280 North Street from Jaylynn in 2008. Acadia has operated its tool and mechanical shops from 280 North Street since then. The tool and mechanical shops are on the southwest portion of 280 North Street. Acadia owns several pieces of heavy equipment (e.g. several excavators, dump trucks, articulated rock trucks, dozers, loaders, tractors) that it uses in its heavy civil construction business. There is insufficient room to store Acadia's heavy equipment on the southwest portion of 280 North Street because of the buildings and the associated parking.
- f. In the spring of 2017, Bob approached Duane to ask if Acadia was interested in purchasing the properties.

- g. Acadia did not require the easement to access the leased property. Acadia could access the leased property from 280 North Street. Acadia required the easement to access the northeast part of 280 North Street.
- h. They ultimately agreed on the easement (Parcel E1) and on the leased property (Parcel L1).
- i. During the negotiations for the sale of 280 North Street and the lease agreement, Duane hired surveyor Kevin Fogarty, who drafted the Fogarty Plan, showing the proposed leased area and the proposed easement. The Fogarty Plan shows the easement extending past the back of 280 North Street, up to the back boundary of the leased property.

Surrounding Circumstances: Disputed Facts

[32] Bob and Jay disputed the following evidence of Duane and Jennifer:

- a. While Acadia was renting 280 North Street, it stored some of its heavy equipment on the northeast part of 280 North Street and some on 270 North Street when the heavy equipment was not being used on projects
- b. While Acadia was renting 280 North Street, it accessed the northeast portion of the property by way of a narrow, rough “hauling road,” on the other side of the brook. In order to access the hauling road, Acadia had to cross over 270 North Street, which it did with Jaylynn’s permission.

[33] Jay and Bob claimed that they did not see Acadia park its heavy equipment on the northeast side of 280 North Street, on the right side of the brook, until after Acadia purchased 280 North Street in May of 2017.

[34] I accept the evidence of Duane and Jennifer that Acadia stored its heavy equipment on the northeast side of the brook on 280 North Street while Acadia was renting 280 North Street because:

- Acadia owned several pieces of heavy equipment for the purpose of carrying out its heavy civil construction business.
- Acadia used its heavy equipment to construct Jaylynn’s modular home communities.
- Acadia needed somewhere to store its heavy equipment when it was not being used on project sites.

- There was simply not enough room on the southwest part of 280 North Street to store Acadia's heavy equipment.
- The only access to the northeast part of 280 North Street at the time Acadia was renting the property was by way of the old hauling road.

Conclusion: Interpretation of Lease Agreement

[35] Acadia has established, based on the words of the agreement and the surrounding circumstances, that the parties intended that a permanent easement be granted over Parcel E1 for the benefit of 280 North Street, for the purpose of accessing the northeast part of 280 North Street, and that the easement would only terminate if it became a public street. The permanent easement extends to the back boundary line of 280 North Street. It does not extend to the leased property.

[36] The easement was created by an express grant under seal. The grant, along with the deed, describes the dominant and servient tenement, the piece of land on which the easement is to run, the type of right granted, and the term of the easement. The only limiting words are that the easement terminates when it becomes a public road.

[37] Acadia would not be able to access the northeast part of 280 North Street, representing over half of Acadia's property, without the easement. Acadia would have nowhere on its property to store its heavy equipment without the easement.

[38] Such an interpretation does not overwhelm the words of the lease agreement. According to the wording of Clause 5, the easement has two distinct purposes. The easement for the purpose of accessing 280 North Street is permanent, for the reasons already described. As the agreement to lease the leased property has expired, there is no leased property to access. The easement for the purpose of accessing the leased property has likewise expired.

[39] In the event that I am wrong that the lease agreement grants Acadia a permanent easement to access 280 North Street, I will address Acadia's alternative argument that it has an equitable easement over Parcel E1, based on proprietary estoppel.

Equitable Easement?

The Test

[40] Equity enforces promises that the law does not: *Cowper-Smith v. Morgan*, 2017 SCC 61 at para.1. Proprietary estoppel protects the equity, which in turn protects the claimant's reasonable reliance: *ibid* at para.16. Proprietary estoppel avoids the unfairness or injustice that would result to one party if the other were permitted to break their word and insist on their strict legal right: *ibid*. The test for proprietary estoppel is as follows:

- (1) a representation or assurance is made to the claimant, on the basis of which the claimant expects that they will enjoy some right or benefit over property;
- (2) the claimant relies on that expectation by doing or refraining from doing something, and their reliance is reasonable in all the circumstances; and
- (3) the claimant suffers a detriment as a result of their reasonable reliance, such that it would be unfair or unjust for the party responsible for the representation or assurance to go back on their word.

See *ibid.* at para.15

Credibility/Reliability Assessment

[41] In order to determine whether a representation was made, on which Acadia relied to its detriment, I must assess the reliability and credibility of Duane, Jennifer, and Bob. The evidence of Duane and Jennifer as to the alleged representation is diametrically opposed to the evidence of Bob, who denies making any such representation.

[42] In determining these issues, I rely on the principles of credibility and reliability as summarized by the Honourable Justice Gregory M. Warner in *Blenus v. Fraser*, 2021 NSSC 79, at paras. 88 to 89, upheld 2022 NSCA 73, application for leave to appeal dismissed, 2023 CanLII 80887 (SCC), where Warner J. cited *R. v. H.C.*, 2009 ONCA 56, at para. 41 and *Faryna v. Chorny*, 1951 CanLII 252 (BCCA); and as summarized by the Honourable Justice Frank Hoskins in *R. v. Desmond*, 2024 NSSC 60, at paras. 212-214 and 218, citing *R. v. D.D.S.*, 2006 NSCA 34, at para. 77 and *R. v. H.C.*, *ibid*.

[43] Credibility has to do with a witness's veracity. Reliability has to do with the accuracy of a witness's testimony: their ability to accurately observe, recall and recount events in issue. I may believe all, none, or some of a witness' evidence. I am

entitled to accept parts of witness' evidence or reject other parts, and, similarly, I can give different weight to different parts of the evidence that I have accepted.

Duane Richards

[44] Duane's evidence about the alleged representation by Bob was as follows:

- In the spring of 2017, Bob sent Duane a text message to ask if Acadia was interested in purchasing 270 and 280 North Street. Bob was away at the time. Duane responded, suggesting that they discuss it when Bob returned from vacation.
- When Bob returned, he and Duane met on the site, on the northeast side of the brook. They discussed Acadia's potential purchase of 280 North Street.
- Duane showed Bob a copy of a Plan of Subdivision prepared by Erwin Turner dated January 28, 1998, approved by the Town of Bridgewater, and registered on June 5, 1998 ("the Turner Plan"). Duane showed Bob where on the Turner Plan he wanted the easement. The easement that Duane wanted would extend up what would become Parcel E1, but stop at the back boundary of 280 North Street.
- They walked through the property, discussed where the proposed easement would end, and discussed the proposed leased property. Duane told Bob that Acadia needed a clearly-defined easement across 270 North Street so that it could access the northeast part of 280 North Street until the easement became a public highway. Bob agreed.
- Duane hired Mr. Fogarty to prepare a plan of survey. Mr. Fogarty highlighted what Duane and Bob had agreed to on a copy of the Turner Plan as follows: 280 North Street in green, the proposed easement in blue, and the proposed leased property in pink. Duane's copy of the Turner Plan, trial exhibit #4, is attached as Appendix "B" to this decision.
- At some point before May 31, 2017, Mr. Fogarty was on Parcel E1, placing stakes to mark out the leased property and the easement. Robert Richards was with him. Duane received a call from Jennifer to come to the tool rental shop to meet with Bob. When Duane arrived, Bob proposed that the easement extend another 150 feet further, to the back boundary of the leased property. Duane did not need the easement to extend that far, as he could access the leased property from 280 North Street.

Nonetheless, he agreed. The extended Parcel E1, proposed by Bob, is contained in the Fogarty Plan, filed on May 12, 2017.

- Duane would not have bought 280 North Street if he had not been promised a permanent easement by Bob. In purchasing 280 North Street, he relied on Bob's agreement to a permanent easement.

[45] I found Duane to be a reliable witness. Generally, he answered questions in direct and cross-examination without hesitation, appeared to have a good memory, and provided detailed answers, without prompting.

[46] I must, however, be cautious about Duane's evidence because he has an interest in the outcome of these proceedings, and there is animosity between him and Bob. Some of Duane's evidence on important points was corroborated by Jennifer (visits by Robert Richards to Parcel E1 and the tool shop) and Darren Smith (that it is not safe to back heavy equipment onto a public road without traffic control personnel). As well, Duane admitted something that might place him in a negative light: in direct examination, he acknowledged that he blocked Jaylynn's access to their seacans for a period of time in the spring of 2021, as a result of a dispute about an alleged unpaid bill. On the other hand, I find that Duane exaggerated the value of a pile broken asphalt that Acadia left on Parcel L1. Ashley Eisner, who has done business with all of the parties, placed a much lower value on the asphalt. Also, Duane did not readily admit in cross-examination that, on May 26, 2021, he threatened to seize Jaylynn's seacans on Acadia's property unless Jaylynn paid his allegedly outstanding bill.

[47] Jaylynn asserts that Duane's credibility is tarnished by his assertion in May of 2021 that Jaylynn owed Acadia \$18,000 for work that Acadia performed years prior, but never invoiced. However, Acadia did not make a claim for the alleged unpaid invoice in this proceeding, and the parties did not call enough evidence about that dispute for me to make a finding one way or the other as to the legitimacy of Duane's claim.

Jennifer Richards

[48] Jennifer manages the tool shop. She testified as follows:

- She can see Parcel E-1 from the window of the tool shop. She was working in the tool shop before May 31, 2017, when she saw, through the window of the tool shop, Bob and Mr. Fogarty walking on Parcel E1. At that time,

Bob came to the tool shop and asked Jennifer to call Duane to come to the shop. She called Duane, he arrived, and she stayed for the discussion between Duane and Bob. She heard and observed Bob propose that the easement be extended, as testified to by Duane.

[49] I have no concerns about Jennifer's reliability. She worked regularly in the tool shop and had an opportunity to observe activities on Parcel E1 and testified that she was in the tool shop with Duane and Bob when she had the conversation.

[50] My only concern about Jennifer's credibility is that she also has an interest in the outcome of these proceedings, as she is Duane's spouse, and the Secretary of Acadia.

Robert ("Bob") Richards

[51] Bob testified as follows:

- He did not have any face-to-face or phone conversations with Duane in negotiating the purchase of 280 North Street and the lease agreement.
- Duane was not speaking to him in May of 2017. Rather, their negotiations went through Philip Romney.
- He did not see the Turner Plan until the trial.

[52] I had concerns about the reliability of Bob's evidence. He had issues with his memory. For example, he testified that Jay became president of Jaylynn in 2015. However, Jay became President in 2019. This was a significant date because Jay not only became president in 2019, he obtained all of the shares of Jaylynn, and as of that date, Bob was no longer a director, officer or owner of Jaylynn. Moreover, Bob signed the deed and the lease agreement as president of Jaylynn on May 31, 2017, a critical date in these proceedings.

[53] I also have significant concerns about Bob's credibility. In the spring of 2017, Duane told Jay that Acadia had an unrestricted right of way over Parcel E1, and that this was provided for in a lease agreement. Jay did not have a copy of the lease agreement. He asked Bob about it. Bob advised Jay to obtain a copy of the signed lease agreement. Duane and Jay met on Parcel E1 on May 26, 2021. At that meeting, Duane had an original, signed lease agreement. He showed Jay the agreement. Jay read the agreement. Jay took a picture of two of the pages. Mr. Romney provided Jay with an unsigned copy of the agreement by email on May 27, 2021. The version

provided by Mr. Romney was identical to the original signed agreement in Duane's possession. Jay informed Bob of these events. Nonetheless, Bob took the position that, without an original signed copy, "there was no agreement." Bob drafted a letter to Duane, which was signed by Jay on behalf of Jaylynn and dated June 6, 2021, and which stated in part as follows: "You assert that you have a signed copy of an agreement that purports your position, that you (Acadia) have an exclusive Easement or Right of Way over Jaylynn's land. I have not been able to locate any such document to support your claim." In the letter, Jaylynn gave Acadia until June 8 at noon to remove all of its items from Jaylynn's property. It was disingenuous for Bob to take the position that there was no agreement granting Acadia a right of way.

Conclusion re: Credibility/Reliability

[54] I accept the evidence of Duane and Jennifer over that of Bob, for the following reasons:

- Duane was not challenged on his testimony that, when he and Bob discussed Acadia's potential purchase of 280 North Street, he showed the Turner Plan to Bob and used the Turner Plan to describe where he wanted the easement.
- Duane has a picture of the Turner Plan on his cell phone, with the highlighting described above. The picture is dated April 28, 2017. This is consistent with the timing of the negotiations leading to the purchase and lease agreement.
- Jennifer's testimony corroborates Duane's testimony.
- I did not find Bob's evidence to be credible or reliable.
- Mr. Romney's statement of account to Jaylynn for the sale of 280 North Street to Acadia says nothing about him acting as an intermediary in the negotiations between Acadia and Jaylynn. (Although Jaylynn called Mr. Romney as a witness, Mr. Romney did not remember anything about the transaction.)

Conclusion re: Equitable Easement

[55] For the reasons set out above, I find, on a balance of probabilities, that Bob, on behalf of Jaylynn, represented to Duane, on behalf of Acadia, that Acadia would have an easement over 270 North Street, unless the easement became a public street, at which time it would terminate. The agreed-upon easement extended up to and

ended at the back boundary of 280 North Street, as shown in blue on Duane's copy of the Turner Plan, attached as Appendix "B".

[56] Duane asserted that he, on behalf of Acadia, relied on the representation to Acadia's detriment because he would not have purchased 280 North Street without the promise of a permanent easement over 270 North Street. Jaylynn says that Duane did not rely on the representation to Acadia's detriment because there was an intervening event: the signing of the lease agreement. Jaylynn says that when Duane signed the lease agreement, he had the opportunity to ensure that the agreement provided for a permanent easement. I reject Jaylynn's argument. I accept that Duane's understanding was that Clause 5 created a permanent easement in favour of 280 North Street (an easement until it became a public street), reflecting Bob's promise. Duane is not a lawyer. It is not obvious, even to someone with legal training, that the words of Clause 5 only granted Acadia a license to use the easement for the five-year term of the lease.

[57] I find that Duane, on behalf of Acadia, relied on Bob's representation, made on behalf of Jaylynn, in making the decision to purchase 280 North Street. I accept Duane's assertion that, but for the promise of an easement that would only terminate if the easement became a public highway, Acadia would not have purchased 280 North Street. Duane's assertion is supported by the nature of 280 North Street, the nature of Silver's Brook, the nature of Acadia's business, and the location of Acadia's buildings and equipment.

[58] Duane's reliance on Bob's promise was reasonable. Bob had the authority to bind Jaylynn. Jaylynn owned the servient tenement. Bob's representation was clear.

[59] It would do justice in the circumstances of this case to remedy the detriment suffered by Acadia by recognizing and declaring that Acadia has a permanent equitable easement over 270 North Street, as outlined in blue on Duane's copy of the Turner Plan dated April 28, 2017, based on proprietary estoppel, which only terminates if the easement becomes a public street.

Did the Defendants' Blockage of the Right of Way Constitute Nuisance?

[60] There is no dispute that Jaylynn and Bob blocked Acadia's access to the right of way in June of 2021. As I will explain, the blockage was: (a) substantial and (b) unreasonable, balancing the gravity of the harm against the utility of the conduct in all of the circumstances: see *Antrim Truck Centre Ltd. v. Ontario (Transportation)*,

2013 SCC 13 at paras.18-19 and 26. The blockage of the right of way therefore constitutes an actionable nuisance.

Complete Blockage

[61] Jay hired Darren Smith, who runs Darren Smith Excavating, to bring his large excavator to 270 North Street to move five 40-foot seacans on June 9, 2021. Mr. Smith parked his excavator and trailer at the entrance to the easement on 270 North Street on evening of June 8, 2021. As a result, Duane could not access the easement and had nowhere to park his tractor trailer at the end of the day. While he could have accessed the right of way with a pickup truck, there was not enough room to drive his tractor trailer or a float truck in, which he needs to transport heavy equipment.

[62] On the morning of June 9, 2021, Mr. Smith used his excavator to line the five seacans end-to-end along the right of way, along the border with 280 North Street, starting close to the sidewalk along North Street. Bob and Jay were on site, directing Mr. Smith where to place the seacans. This had the result of blocking Acadia's access to the right of way and its access to the northeast portion of 280 North Street. Mr. Smith did not know that this was the purpose of the work until afterwards. He could see five or six pieces of heavy equipment and materials such as gravel and sand beyond the right of way, on the northeast side of 280 North Street. Mr. Smith confirmed that, as a result of his placement of the seacans, Acadia could not access the northeast portion of 280 North Street.

[63] The blockage lasted until June 15, 2021, when Jaylynn moved the seacans farther back on the right of way.

[64] Jaylynn's six-day blockage of Acadia's access to the right of way was substantial, and not trivial, because it rendered Acadia unable to access or use the northeast portion of 280 North Street, which Acadia used to store its heavy equipment, equipment that is integral to Acadia's heavy civil construction business.

[65] Jaylynn's initial six-day blockage of Acadia's access to the right of way was unreasonable, considering the gravity of the harm suffered by Acadia and the utility of Jaylynn's conduct. I have already discussed the nature and duration of the harm suffered by Acadia. As for the utility of Jaylynn's conduct, Jaylynn's blockage was intentional and was done for reasons that were not *bona fide*. Jay claimed that Jaylynn blocked the right of way because, as he testified in direct examination, no agreement was supplied to verify the right of way and because he did not have a lease agreement. I do not accept that reason as genuine. Jay read the lease agreement

on May 26, 2021, took pictures of two of the three pages, and had an unsigned copy of the agreement by May 27, 2021.

Seacans Remained on Easement

[66] As of June 15, 2021, the entrance to the right of way was no longer blocked. However, the seacans remained on the right of way for another nine months, until March of 2022.

[67] Jaylynn took the position that Acadia's right to use the easement terminated when it purported to give Acadia three months' notice to terminate the Lease Agreement and for Acadia to vacate the land in a letter dated July 7, 2021.

[68] Duane asserted, and I accept, that, because the seacans remained on the right of way, he was able to drive his float truck on the right of way to access the northeast portion of 280 North Street, but he did not have enough room to turn the float truck around. Duane asserted, and I accept, that it was not safe for him to back the float truck out on to North Street, that he would need the assistance of traffic control to do so, and that he did not have traffic control personnel at Acadia. Darren Smith corroborated Duane Richards' evidence that it was not safe to back onto a public road with heavy equipment without traffic control. The picture of the seacans on the right of way taken by Jay on June 15, 2021, also supports Duane's evidence that he could not turn his float truck around because of the location of seacans on the right of way. As a result, until March of 2022 when the seacans were removed, Acadia had to find other locations to park its heavy equipment at the end of the workday, or when they were not in use. This was not very easy because there are not many places to park heavy equipment where they would be safe.

[69] Jaylynn's subsequent placement of the seacans on the right of way from June 15, 2021, to March of 2022 was unreasonable, considering the gravity of the harm suffered by Acadia and the utility of Jaylynn's conduct. Acadia was not able to use the northeast portion of 280 North Street to park its heavy equipment for an additional nine months because the seacans remained on Parcel E1, preventing Duane from turning around his float truck. As for the utility of Jaylynn's conduct, Jaylynn did not assert, and the facts do not support, that Jaylynn's conduct had any utility. The seacans could have been removed from the easement, or configured in a different way, to allow Duane to turn the float truck around.

Special Damages for Nuisance

[70] Acadia is entitled to recover special damages from Jaylynn arising from its inability to access the right of way from June 9 to June 15, 2025, and arising from its inability to get a float truck in and turn it around in order to park and retrieve its heavy equipment from June 15, 2025, to March 31, 2022.

B&B Invoice

[71] Starting the day that the right of way was blocked by Jaylynn, and for approximately one month, Duane Richards parked some of Acadia's heavy equipment on property of B&B Service Centre Ltd. in Hebville. B&B invoiced Acadia \$3450.00, including HST, for this service. Robert Williams, Secretary of B&B, confirmed that Acadia stored heavy equipment on B&B's property for the time period written on the invoice (June 10, 2021 to July 10, 2021), the approximate price per lot per month, and that Acadia paid the invoice. Acadia is entitled to \$3450.00 from Jaylynn for this expense.

Sheldon Statton Invoices

[72] Acadia parked some of its heavy equipment on land owned by Sheldon Statton, from July 1, 2021 to March 31, 2022. Mr. Statton identified three invoices for the storage: an invoice for \$6000.00 for July 1, 2021, to September 30, 2021; an invoice for \$6000.00 for October 1, 2021, to December 31, 2021; and an invoice for \$6,000.00 for January 1, 2022, to March 31, 2022. Mr. Statton confirmed that Acadia parked heavy equipment on his land for this time period, that he charged a flat rate, that he invoiced Acadia, and that he did not receive cash or cheque in payment but rather Acadia did work for him on his land and that he deducted the cost of storing Acadia's heavy equipment from what he owed Acadia. He confirmed that he received \$18,000.00 worth of work on his land by Acadia. Acadia is entitled to \$18,000.00 from Jaylynn for this expense.

Rental Car

[73] Acadia's also seeks reimbursement for the cost of renting a car for one week for one of its employee's whose car was allegedly blocked in behind the sea cans and by Jill England's car on June 8, 2021. This claim is denied because Acadia has failed to satisfy me of the amount it paid for the rental car. Acadia relied on a copy of a Rental Agreement Summary from Enterprise that sets out the estimated return date and estimated charges. Acadia did not provide the court with the receipt for the amount actually charged and paid.

Is Robert (“Bob”) Richards Personally Liable in Nuisance?

[74] I find that Bob is personally liable in nuisance for the initial complete blockage of the easement. At the time of the blockage of the right of way, Bob was retired. He was no longer an officer, director or owner of Jaylynn, and was not an employee of Jaylynn. He actively participated in the blockage of the easement by directing Mr. Smith where to place the seacans, and did so for the purpose of blocking Acadia’s access to the easement. His reason for doing so – that there was no agreement - was not *bona fide*.

Punitive and/or Exemplary Damages for Nuisance

[75] Acadia seeks an award of \$10,000.00 in punitive damages against Jaylynn and Bob for the tort of nuisance.

[76] An award of punitive damages is only justified in exceptional cases, when the defendant’s conduct departs markedly from ordinary standards of decency and is malicious, oppressive or high-handed, and requires punishment. Punitive damages are generally given only where the misconduct would otherwise be unpunished or where other penalties are or are likely to be inadequate to achieve the objectives of retribution, deterrence and denunciation. See *Whiten v. Pilot Insurance Company*, 2002 SCC 18 at para.94.

[77] In determining the defendant’s level of blameworthiness, the court may consider a number of factors, including:

- (1) whether the misconduct was planned and deliberate,
- (2) the intent and motive of the defendant,
- (3) whether the defendant persisted in the outrageous conduct over a lengthy period of time,
- (4) whether the defendant concealed or attempted to cover up its misconduct,
- (5) the defendant’s awareness that what he or she was doing was wrong,
- (6) whether the defendant profited from its misconduct,

(7) whether the interest violated by the misconduct was known to be deeply personal to the plaintiff.

Whiten at para.113

[78] I find that the conduct of Jaylynn and Bob in blocking Acadia's access to the easement from June 9 to 15, 2021, departed markedly from ordinary standards of decency and was oppressive and high-handed. Despite knowing that there was a lease agreement that provided for the easement, they pretended not to be aware of the agreement. They deliberately blocked the entrance to the right of way, not because of the lack of a lease agreement, but because of an unrelated dispute. They knew that Acadia had nowhere to store its heavy equipment. The award of special damages against Jaylynn is likely to be inadequate to achieve the objectives of retribution, deterrence and denunciation of their conduct.

[79] I find that \$10,000.00 in punitive damages would be excessive, as the blockage lasted only six days. See, for example, *Stanton v. Stanton et al.*, 2025 NSSC 22 and *Sjuberg v. Moore*, 2024 NSSC 8, and the cases reviewed therein.

[80] I award Acadia \$2000.00 in punitive damages against Jaylynn and Bob, jointly and severally, for the blockage of the right of way.

Waste

[81] At trial, Jaylynn claimed the following damages against Acadia for Acadia's alleged waste on 270 North Street:

- \$19,950.00 plus HST, to remediate an alleged large "hole" on 270 North Street, straddling Parcel L1 and Parcel E1, allegedly created by Duane Richards in 2017.
- \$34,318.50, plus another \$5,000.00-\$10,000.00, for damage/debris on the leased property, Parcel L1.

The Alleged Hole

[82] Jaylynn has not persuaded me that it has a valid claim against Acadia for waste on Jaylynn's property as a result of excavating a large hole straddling Parcel L1 and Parcel E1.

[83] First, I find that Jaylynn's claim for waste is time-barred. Jay acknowledged that the alleged hole was created by Duane when he constructed a roadway on the easement in the summer of 2017. However, both Bob and Jay asserted that they only became aware of the "hole" during the dispute in the summer of 2021. I reject this assertion. Bob conceded in cross-examination that he observed the work that Duane was doing on the easement after the deal closed on May 31, 2017.

[84] Second, I reject Jaylynn's characterization of the excavated area as a "hole." I accept Duane's evidence about the topography of the easement. I accept his evidence that, when he was constructing the road on the easement, he was attempting to construct it at a four percent grade. I accept his evidence that the area that he excavated, which the Defendants refer to as a "hole," was elevated, and that he excavated the area of the "hole" to correspond with a four percent grade. Duane's evidence is corroborated by the evidence of his son, William Richards, who testified that the now excavated area is at a four percent grade. As such, it was not a "hole," but rather a continuation of the approximate grade of the road over Parcel E1.

[85] Finally, the evidence of Ashley Eisner did not support Jaylynn's claim for \$19,950.00 to fix the "hole." Jaylynn relied on an invoice from Town & Country dated August 1, 2024, to support its claim that repair of the hole cost \$19,950.00 plus HST. The Town & Country invoice contains the following description of the work performed by Town & Country: "Fill in the hole created by Acadia Rentals and remove 1 pile of waste material created by Acadia Rentals as instructed by Mr. Bob Richards." Despite this description, and despite the efforts Defendants' counsel in direct examination, Mr. Eisner did not agree that the invoice was for work that Town & Country did to fill in the "hole." Mr. Eisner testified that he had never seen the invoice before, and that the office does the billing. Mr. Eisner said that the invoice was for the following work performed by Town & Country on 270 North Street: moving the fill out of the way, cutting a road in up to the top of the property, pulling some of the bank down, cleaning up the lot and gravelling it. When he was asked again about the description on the invoice, and whether he filled in the hole, he answered as follows: "Theoretically, yes and no. We kind of cut through and pulled some of the bank down into the hole to put the road in. So that's a yes and a no, I guess. We didn't totally fill it in, no. But we drug stuff down over it to get the grade right to go up in." I find that, despite the description of the work on the invoice, Jaylynn contracted Town & Country to do the work that is the subject of the August 1, 2022 invoice for the purpose of hauling modular homes up Parcel E1 from North Street to the top of 270 North Street, and storing them on Parcel L1. The work was not done to repair a hole created by Acadia.

[86] Jaylynn's claim against Acadia for \$19,950.00 plus HST to remediate an alleged "hole" on 270 North Street is dismissed.

Claim for Additional \$34,318.50, plus another \$5,000.00-10,000.00

[87] Jaylynn has not persuaded me that it has a valid claim against Acadia for waste on Jaylynn's property for additional remediation work yet to be done on the leased property in the amount of \$34,318.50 plus another \$5,000.00 to \$10,000.00.

[88] First, Jaylynn did not make a claim for waste on the leased property in its counter-claim. In its counter-claim, Jaylynn alleged that Acadia committed waste on the easement.

[89] Second, Jaylynn relied on Mr. Eisner for the estimated cost of \$34,318.50 for "remediation yet to be done." However, when Mr. Eisner was shown a number of pictures with handwritten estimates on them in direct examination, he could not remember making the notes or giving the estimates. Although Defendant counsel continued to ask Mr. Eisner questions about the estimates, I am not satisfied that Mr. Eisner was answering based on his memory of providing the estimates and what those estimates were based on. Rather, I find that he was speculating about what he must have thought when he made the notes about the estimates.

[90] Jaylynn's claim for an additional \$34,318.50, plus another \$5,000.00-10,000.00 for alleged waste on the leased property, L1, is dismissed.

Conclusion

[91] Acadia's claim against the Defendants Jaylynn Enterprises Limited and Robert James Richards succeeds. Acadia's claim against the Defendant Jay Robert Richards is dismissed.

[92] The Defendants' counterclaim against Acadia is dismissed.

[93] I make the following declarations and orders:

- A declaration that Acadia has a permanent easement over 270 North Street for the benefit of 280 North Street, as outlined in blue on Duane's copy of the Turner Plan, attached as Appendix "B", which easement will only terminate if the easement becomes a public street.

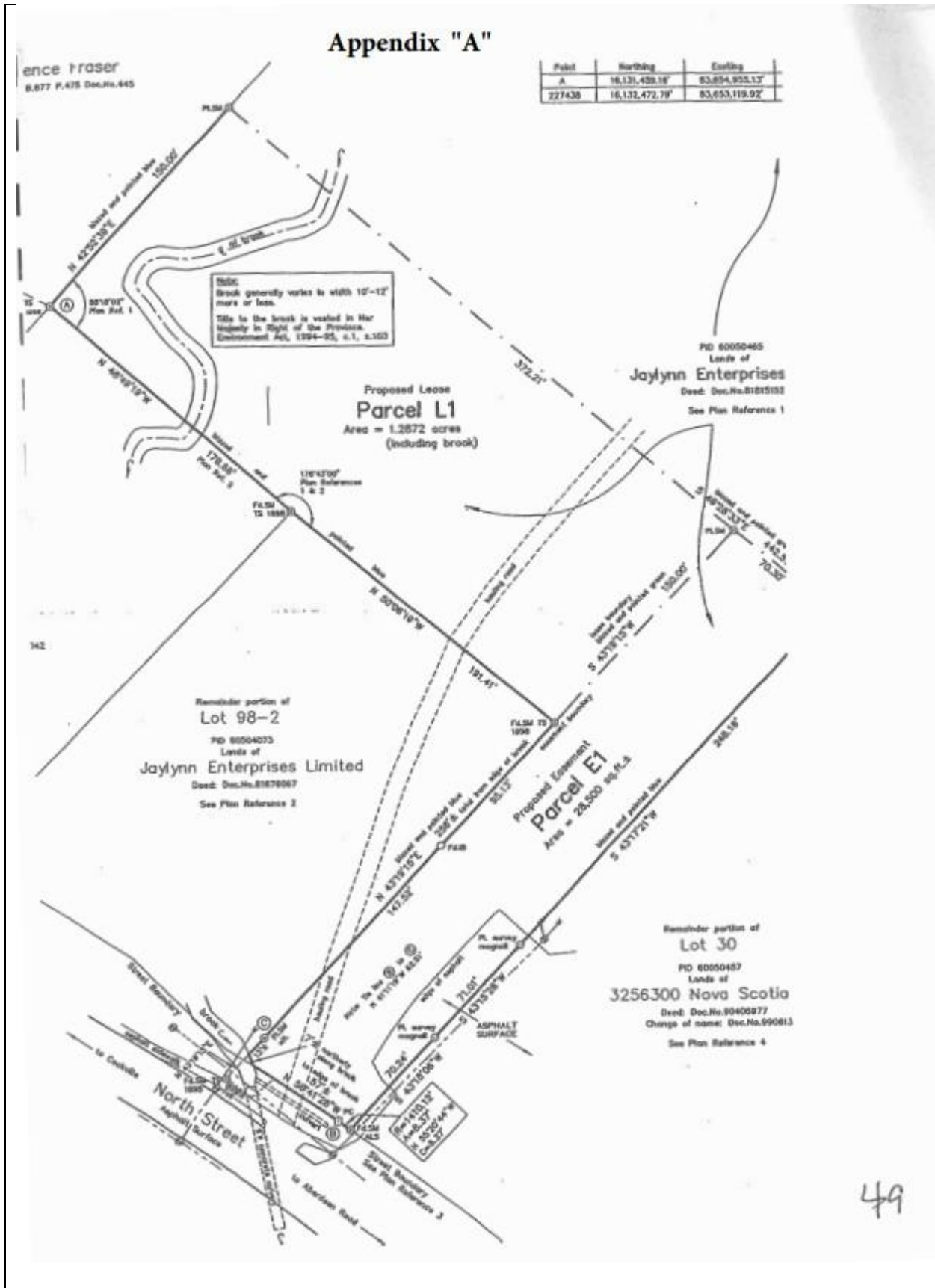
- An order that a permanent injunction shall issue retraining Jaylynn and Robert Richards, their respective servants, agents, employees, as well as any other persons acting under their direction, control or on their behalf, from in any way blocking, obstructing or interfering with Acadia's free and uninterrupted use of the right of way to access 280 North Street.
- A declaration that Jaylynn and Robert Richards are liable to Acadia for the tort of nuisance.
- An order that Acadia is entitled to the following damages in nuisance:
 - Special damages in the total amount of \$21,450.00 from Jaylynn.
 - Punitive damages in the amount of \$2000.00 from Jalynn and Robert Richards, jointly and severally.

[94] If the parties cannot agree on the issues of costs and pre-judgment interest, I will receive written submissions from Acadia within two weeks of this decision, and from the Defendants within four weeks of this decision.

Gatchalian, J.

Appendix "A"

Point	Northing	Easting
A	16,131,439.18'	83,694,935.13'
227430	16,132,472.79'	83,653,119.92'



NOTE:
Brook generally varies in width 10'-12' more or less.
Title to the brook is vested in Her Majesty in Right of the Province, Environment Act, 1994-95, c.1, s.103

Proposed Lease Parcel L1
Area = 1.2672 acres (including brook)

PD 60050465
Lands of
Jaylynn Enterprises
Deed: Doc.No.8181518
See Plan Reference 1

Remainder portion of
Lot 98-2
PD 600504073
Lands of
Jaylynn Enterprises Limited
Deed: Doc.No.8187067
See Plan Reference 2

Proposed Easement Parcel E1
Area = 28,500 sq.ft. ±

Remainder portion of
Lot 30
PD 60050457
Lands of
3256300 Nova Scotia
Deed: Doc.No.8040977
Change of name: Doc.No.890613
See Plan Reference 4

49

limited

PLAN REFERENCES

1. Plan of Survey No. 98-3 by Turner Surveys showing property of Emco Limited, dated June 15, 1998.
2. Plan of Subdivision No. 98-4 by Turner Surveys showing property of Emco Limited, dated January 28, 1998 and filed at the Land Registration Office under No. 10,868.
3. Plan of Subdivision No. 101015-00 by Able Land Surveying Inc. showing Parcels TB-3, TB-4, TB-70 & TB-71 to be conveyed to Town of Bridgewater, dated January 28, 2011 and filed at the Land Registration Office under No. 98106355 (Sheet 2 of 12).
4. Plan of Survey No. N-94 by Nellff Joseph and Associates Ltd. showing subdivision of lands of The Hamilton Group Limited, dated November 7, 1985 and filed at the Land Registration Office under No. 5935.

LUNENBURG COUNTY LAND REGISTRATION OFFICE
I certify that this plan was registered or recorded
as shown here.

Rebecca Bond, Registrar

110747251 LRIS ROD
Plan #

MAY 12 2017 14:30
MM DD YYYY Time

PLAN OF SURVEY SHOWING

Proposed Lease Parcel L1 &
Proposed Easement Parcel E1

Over PID 60050465, in favour of PID 60504073, lands of
Jaylynn Enterprises Limited

Located at North Street, Town of Bridgewater,
Lunenburg County, Nova Scotia.



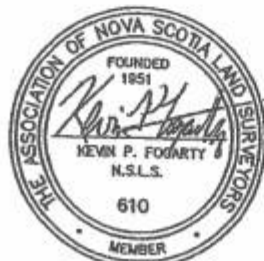
PLAN SCALE: 1" = 40'

SURVEYOR'S CERTIFICATE

I, KEVIN P. FOGARTY, Nova Scotia Land Surveyor, hereby
certify that the survey represented by this plan was
conducted under my supervision and that the survey and
plan were made in accordance with the Land Surveyors
Act, Regulations and Standards made there under.
Dated this 10th day of May, 2017.

DATE OF PLAN:
May 10, 2017

Kevin P. Fogarty N.S.L.S. No. 610



FOGARTY SURVEYS INC.

109 Logan Road, Unit No. 3
Bridgewater, Nova Scotia
B4V 3T3

JOB FILE NO. 17-1615 PLAN NO. 17-976

5

Form 28

Purpose: to record certain types of non-enabling documents in a parcel register

For Office Use

Registration district: Lunenburg County
 Submitter's user number: 2183
 Submitter's name: Kevin Fogarty NSLS
 The attached plan/document relates to the following parcels registered under the *Land Registration Act*

LUNENBURG COUNTY LAND REGISTRATION OFFICE	
I certify that this plan was registered or recorded	
25 hours here	
R. Rebecca Bland, Registrar	
<u>110747251</u>	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
Plan #	
MAY 12 2017	14:30
DATE (YY) YYYY	Time

PID <u>60050465</u>	
PID	

(Expand box for additional PIDs.)

Municipal file number or land registration file number (insert file number used when PIDs were originally assigned during pre-approval): _____

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) (select one):

- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other (specify) _____

And in the matter of registered owner (insert name) Jaylynn Enterprises Limited

Note: An amending Parcel Description Certification Application may be required.

Dated at Bridgewater, in the County of Lunenburg, Province of Nova Scotia, May 12, 2017.

Kevin Fogarty NSLS
 Signature of applicant/municipal official/owner/agent
 Name: Kevin Fogarty NSLS
 Address: Unit 3 109 Logan Road
Bridgewater NS B4V 3T3
 Phone: 902-530-3315
 E-mail: fogarty.surveys@eastlink.ca
 Fax: 902-530-3316

May 4, 2009

Appendix "B"

11:29

LTE



Bridgewater
April 28, 2017 4:29 PM

Edit

