Date: 2025 05 23
S-1-CV 2017 000 363

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

WILLIAM HARVEY HARRIS

Plaintiff

-and-

TOWN OF HAY RIVER

Defendant

MEMORANDUM OF JUDGMENT ON DAMAGES, PREJUDGMENT INTEREST AND COSTS

OVERVIEW

[1] The Plaintiff, William Harvey Harris, was employed by the Defendant, the Town of Hay River (the "Town") from April 14, 2014 until October 13, 2015, when he was terminated without just cause. He filed a claim seeking damages for wrongful dismissal on September 5, 2017. At issue was the appropriate notice period owed to the Plaintiff. The matter proceeded to trial on May 13, 2024. I rendered a decision on October 30, 2024: see *Harris v Town of Hay River*, 2024 NWTSC 47 [*Harris #1*]. The Plaintiff was awarded eight months of salary in lieu of notice, being $74,646, damages in an amount equivalent to the value of his employment benefits, and pre-judgment interest.

[2] At the close of trial, the Town asked for an opportunity to speak to the issue of costs after I made my decision. That issue was spoken to on May 6, 2025. Although the Plaintiff was successful at trial, the Town asks that they be awarded costs because of the Plaintiff's alleged misconduct, and further asks that I deny or

reduce the amount of prejudgment interest payable to the Plaintiff for his delay in the conduct of this action. The Town also asks that I set the amount of damages to be paid to the Plaintiff, as the parties are unable to agree.

[3] The Plaintiff disputes that he engaged in misconduct or delayed in moving the litigation forward. He further does not accept the net amount of damages that the Town asserts is owing pursuant to my decision. He also alleges misconduct on the part of the Town and counsel for the Town.

[4] Both parties exchanged offers to settle prior to trial.

[5] The Town paid the sum of $74,646 into court on April 24, 2025.

[6] For the reasons that follow, I set the net amount of damages in lieu of notice owing to the Plaintiff at $43,630.65. This amount reflects that the Plaintiff must pay income tax on the award of $74,646 and that the Town, as his employer, has a statutory obligation to remit that tax. This net amount also reflects the fact that the Plaintiff was paid, at the time of termination, the amount of $12,316.50. I direct that the Town remit to the Canada Revenue Agency $18,698.85 for taxes owing on the damage award.

[7] I set the gross value of benefits owed to the Plaintiff at $5,476.90, less tax owed, for a net amount owed to the Plaintiff of $3,833.76. The Town shall remit $1,643.04 to the Canada Revenue Agency as tax owing on the gross amount.

[8] I deny the request to reduce the prejudgment interest owing to the Plaintiff and set prejudgement interest at $15,376.97.

[9] Lastly, I award the Plaintiff costs of these proceedings in the fixed amount of $7,000. This cost award is less than the Plaintiff might otherwise be entitled to as the successful party and given an earlier offer to settle on his part for a lesser amount than that ordered at trial. The award reflects the fact that the Plaintiff's approach to document production increased the cost to the Town of responding to the litigation. More significantly, the reduced costs award reflects the fact that the Plaintiff made unfounded allegations of misconduct on the part of Town representatives and counsel for the Town. These allegations are to be condemned and there should be a costs sanction to reflect that condemnation. I do so by reducing the costs payable to the Plaintiff.

BACKGROUND

[10] The facts underlying the damage award in the Plaintiff's favour are set out in set out in *Harris #1*.

[11] The litigation was commenced on September 5, 2017. The Town filed its Statement of Defence on January 19, 2018. The Plaintiff filed an Amended Statement of Claim on February 2, 2018. The Plaintiff and Town filed their respective Statement of Documents on March 29, 2018.

[12] Between March 2018 and September 2020, there is no evidence that there were any meaningful steps taken to move the litigation forward.

[13] On September 28, 2020, counsel for the Plaintiff asked to schedule examinations for discovery in February or March 2021. The parties ultimately agreed to schedule examinations for discovery for March 23 to 25, 2021.

[14] On March 16, 2021, the Town offered to settle the litigation by paying $21,517, representing a further two months of salary and benefits. This offer was refused. On March 17, 2021, the Plaintiff countered with an offer of $60,000 plus an apology and letter of reference. This offer was only open for two days. It was not accepted by the Town.

[15] It was agreed that examinations for discovery would take place by video. At the time, the Plaintiff was represented by counsel who resided outside of the Northwest Territories. Plaintiff's counsel asked to cancel the examinations for discovery on the Friday prior to the Monday when the examinations were to commence, indicating a preference for in-person examinations for discovery and expressing concern regarding travel restrictions then in place in the Northwest Territories as a result of the global Covid-19 pandemic. The Town incurred costs in having their representatives travel to Yellowknife to meet with counsel to prepare for the examination for discovery.

[16] The Plaintiff later denied that it was his counsel who cancelled the examinations for discovery.

[17] In May 2021, the Plaintiff discharged his counsel and began to represent himself.

[18] In 2021, the Plaintiff sought to have the Town produce a number of documents and provide further information. Some of his requests were not proper production requests in that he sought either evidence or an explanation as to the Town's position. Despite counsel for the Town advising him that his requests were improper, the Plaintiff filed a notice of motion seeking a court order for production of the information he sought. That motion was unsuccessful.

[19] Examinations for discovery occurred in April 2022.

[20] On July 7, 2022, the Town again offered to settle the litigation by payment of two months of salary and benefits. This offer was refused, and the Plaintiff countered with an offer for $200,000 on July 9, 2022.

[21] Following the examinations for discovery, the Plaintiff again sought production of certain information, much of it which was not relevant to the litigation or was simply argumentative.

[22] The parties could not agree on the terms of a certificate of readiness for trial. This necessitated the Town filing an application to set the matter down for trial.

[23] Complicating matters was that on April 9, 2022, the Plaintiff wrote to the Law Society of the Northwest Territories to complain about the conduct of counsel for the Town. The substance of the Plaintiff's complaint was that he claimed his computer had been "hacked" and files deleted from his computer. He felt that counsel for the Town was responsible for hacking his computer and was wrongfully in possession of his deleted files. The Law Society of the Northwest Territories dismissed the Plaintiff's complaint, and the Plaintiff filed a judicial review of that dismissal.

[24] The Plaintiff continued to make allegations of misconduct regarding the Town's counsel. He repeatedly accused counsel of acting illegally and unethically.

[25] It appears that the Plaintiff formed the belief that counsel for the Town had hacked into his computer and improperly retrieved his emails because counsel for the Town, while communicating with the Plaintiff on trial issues, had included past emails from the court reporter confirming the scheduling of examinations. In one email to the Plaintiff, counsel for the Town included emails sent by him to the Plaintiff's former counsel. The Plaintiff wondered why counsel for the Town had

these emails, not realizing that the emails either originated from counsel for the Town or were copied to counsel for the Town. Regretfully, this led to the Plaintiff making his unfounded allegations.

[26] Counsel for the Town repeatedly attempted to dispel the Plaintiff's concerns, but the Plaintiff persisted in his belief that counsel had acted illegally.

[27] In addition, at various times, the Plaintiff alleged that Town witnesses had committed perjury and had acted inappropriately.

[28] I released my decision in the Plaintiff's favour on October 30, 2024. I invited the parties to speak to the issue of costs if they were unable to agree. As the parties were unable to agree on the amount owing to the Plaintiff, the Town paid $74,546 into court on April 24, 2025.

ISSUES

a) What is the appropriate amount of damages;
b) Should prejudgment interest be reduced or denied because of delay; and
c) What is an appropriate costs award.

ANALYSIS

a) What is the appropriate amount of damages?

[29] As noted above, the Plaintiff received judgment in the amount of $74,646, representing eight months of reasonable notice, plus benefits. The evidence at trial was that the Plaintiff had received a cheque for $12,316.50 when he was terminated. The amount represented six weeks of pay and benefits. In oral submissions, the Plaintiff disputed receiving this amount, variously saying he didn't receive it, or he may have received just vacation pay, or an amount may have been received later for overtime. I reject that assertion. The uncontradicted evidence at trial was that the Plaintiff had received six weeks of pay at the time he was terminated. The Plaintiff did not cross-examine the Town's witnesses on this point. The Defendant's Statement of Defence asserts that this payment was made. The Plaintiff's assertion that he did not receive this amount is unsupported by all the evidence.

[30] Once the payment of $12,316.50 to the Plaintiff is deducted from the Plaintiff's award, he is owed $62,329.50. That amount is subject to a 30% withholding tax, therefore, the net amount owed to the Plaintiff is $43,630.65. The amount of $18,698.85 is owed to the Canada Revenue Agency and shall be remitted by the Town.

[31] The Town submits that the value of the benefits owed to the Plaintiff is $5,476.90. The Plaintiff did not dispute the Town's calculations. These benefits are also subject to a withholding tax, leaving a net amount owed to the Plaintiff of $3,833.76. The amount of $1,643.04 is owed to the Canada Revenue Agency and shall be remitted by the Town.

b) Should prejudgment interest be reduced or denied because of the Plaintiff's delay?

[32] In *Harris #1*, I ordered that the Town pay prejudgment interest but did not specify the interest rate nor total amount. The Town requests that I decline to award prejudgment interest for a portion of the period leading to the trial, asserting that the Plaintiff was responsible for periods of delay and, in essence, should not be rewarded by receiving interest on his damage award for those periods of delay. The Plaintiff opposes this request and submits that the interest rate should be 10%, being an amount that was quoted to him by an official from the Bank of Montreal.

[33] The general rule is that a litigant is entitled to prejudgment interest. Section 56(1) of the *Judicature Act*, RSNWT 1974, c J1, provides as follows:

> 56(1) Subject to section 56.2, a person who is entitled to a judgment for the payment of money is entitled to claim and have included in the judgment an award of interest on the money calculated,
>
> …
>
> (b) where the judgment is given on an unliquidated claim, from the day the person entitled gave notice in writing of his or her claim to the person liable for the claim to the day of judgment.

[34] Although there is a *prima facie* entitlement to prejudgment interest, s 56.2 of the *Judicature Ac*t does provide discretion for a judge in addressing prejudgment interest:

> 56.2 Where a judge considers it to be just to do so in all the circumstances, he or she may, in respect of the whole or any part of the amount for which judgment is given,
>
> (a) Disallow interest under section 56 or 56.1;
> (b) Fix a rate of interest higher or lower than the prime rate; or
> (c) Fix a day other than the day determined under subsection 56(1) or 56.1(1) from which interest is to run.

[35] Where prejudgment interest is ordered, the rate of interest is the prime rate of interest set by the Bank of Canada as of January and July of each year.

[36] The Town asserts that the Plaintiff delayed in the timely resolution of this matter by:

(a) Taking no steps to schedule examinations for discovery between 2018 and 2020;
(b) Needlessly delaying the examinations for discovery by cancelling the first attempt in 2021;
(c) Filing Notices to Produce Documents seeking material not properly the subject of a Notice to Produce;
(d) Filing unnecessary court applications; and
(e) Filing a law society complaint and seeking to have judicial review of that matter determined before the trial.

[37] Delay can be a basis for disallowing prejudgment interest, either in whole or in part: See *Rayani v Yule & Co. (Hong Kong) Ltd*, 1996 ABCA 35.

[38] Overall, I do not believe that there has been such unreasonable delay in these proceedings to disentitle the Plaintiff from prejudgment interest. Neither party took any meaningful steps to move the litigation forward between 2018 to 2020. In 2020, examinations for discovery were set for March 2021. It was contemplated that these would occur virtually, and not be in-person. It is unfortunate that Plaintiff's counsel cancelled the examinations for discovery only a few days before they were to occur, indicating a preference for in-person discoveries, however, this issue can be addressed when I determine costs. I also bear in mind that this was a time of significant travel restrictions in the Northwest Territories because of the Covid-19 global pandemic. To have the Plaintiff's counsel attend examinations for discovery in person, without being subject to a two-week quarantine period, would have required approval from the NWT's Chief Public Health Officer. It's unfortunate that

this realization only occurred a few days prior to the examinations for discovery, and not earlier, however, this period was also a time of uncertainty generally as to the status of when travel restrictions into the Northwest Territories might be eased. Having had the opportunity to observe the Plaintiff during the trial of this action, I understand why Plaintiff's counsel would have formed the view that it would be preferable for her to be present with the Plaintiff in person during such an important step in the litigation process.

[39] After the Plaintiff began to act on his own behalf in May 2021, matters proceeded relatively promptly to trial. A review of the correspondence reveals that the Plaintiff responded to communications from the Town in a timely manner and while he may have pursued document discovery in an unorthodox manner ultimately unhelpful to his claim, and adding to the legal costs to the Town, there is no evidence that the Plaintiff actively sought to delay these proceedings.

[40] I do not accept that the Plaintiff should be deprived of prejudgment interest because of unreasonable delay or behaviour on his part.

[41] The Plaintiff requested that I award prejudgment interest at the rate of 10%, given an amount he was quoted by a bank official. I see no reason to depart from the approach set out in the *Judicature Act*, which is to set prejudgment interest at the Bank of Canada prime rate.

[42] Counsel for the Town helpfully prepared calculations as to the amount of prejudgment interest from the date that the Statement of Claim was filed to the date this matter was heard before me. That amount is $15,461.93. I accept these calculations with one minor exception. The draft calculations provide prejudgment interest up to the date of the hearing, being May 6, 2025, however, the Town paid money into court on April 25, 2025, and should not have to pay interest on that amount thereafter. As such, I have deducted 12 days of interest, being $84.96, from the Town's calculations of the total amount of prejudgment interest.

[43] The total amount of prejudgment interest owed by the Town is $15,376.97.

c) What is an appropriate amount of costs?

[44] A successful litigant would typically be entitled to costs on a "party-and-party" scale, which provides partial indemnity to the successful party in accordance with the tariff set out in Schedule "A" of the *Rules of the Supreme Court of the Northwest Territories*, NWT Reg. 010-96 (the *Rules*). Schedule "A" is divided into

five columns, each representing costs for steps taken in the suit in relation to the value of the suit or the amount claimed in damages.

[45] In this instance, the amount claimed by the Plaintiff in his Statement of Claim would place him in the third column of Schedule "A", although the amount ultimately awarded to the Plaintiff fell within column two of Schedule "A". For the purposes of this analysis, I am relying on column two of Schedule "A" as a starting point.

[46] Although the Plaintiff was successful at trial, the Town asks that I award it costs of the litigation, regardless of the outcome, because of the conduct of the Plaintiff. In the alternative, they ask that I deny the Plaintiff costs for all, or a portion, of the litigation based on his conduct.

[47] The Plaintiff opposes the Town's request and attempts to point to various actions of the Town which the Plaintiff submits demonstrated poor conduct on the part of the Town or its counsel.

[48] In addition, both parties made settlement offers which are relevant to the issue of costs.

[49] On the issue of costs, the Town asserts the following should disentitle the Plaintiff from costs:

(a) The cancellation of the examinations for discovery in 2021;
(b) General delay;
(c) Unfounded allegations against counsel for the Town;
(d) Failure to disclose documents;
(e) Unreasonable settlement positions taken by the Plaintiff.

[50] The issues raised by the Town may be categorized into two broad categories: allegations of delay and allegations of misconduct. I will consider each separately and will also consider the impact of settlement offers exchanged by the parties.

Allegations of delay

[51] As noted above, then counsel for the Plaintiff cancelled examinations for discovery on very short notice in 2021. This, coupled with the fact that the Plaintiff then began to represent himself, resulted in a delay of approximately one year in the

rescheduling of discoveries. The Town was ready to proceed and the inconvenience to the Town should be recognized.

[52] While there was initial delay on the part of all parties between 2018 and 2020, once discoveries occurred in 2022, the matter proceeded relatively quickly to trial, particularly given the challenges of the Plaintiff being self-represented. While the Plaintiff's approach to the litigation may have been frustrating and costly to the Town, in my view the delay occasioned by his approach was neither egregious nor intentional, although it is a factor to consider in deciding costs.

Allegations of Misconduct

[53] Both parties alleged misconduct on the part of the other.

[54] The Plaintiff made allegations of misconduct against counsel for the Town. He alleged that counsel for the Town "hacked" into his computer and maintained that allegation throughout the proceedings, even though these proceedings were unrelated to his allegation. The Plaintiff's complaint regarding counsel's behaviour was dismissed by the Law Society of the Northwest Territories and that decision is now the subject of a judicial review. The Plaintiff also suggested that counsel was rude and inappropriate at various times throughout the proceedings.

[55] I reject the Plaintiff's accusation of improper conduct on the part of counsel for the Town. There is no evidence to support the allegation of computer hacking. Nor is there any evidence to support the Plaintiff's assertion that counsel was rude or acted inappropriately. Indeed, all the evidence is that counsel for the Town went to great efforts to communicate with the Plaintiff in a courteous and helpful manner. His correspondence and interactions with the Plaintiff assisted the Court greatly in ensuring that the trial of this matter proceeded as well as it did.

[56] The Plaintiff also alleged that the Town representatives acted inappropriately and committed perjury. The Plaintiff asserted that the number of times that the Town's representative answered "I don't recall" or refused to answer questions during discovery was evidence of inappropriate conduct. I attribute no such nefarious motives to the Town's representative. A review of the transcript reveals that the Plaintiff struggled to ask clear questions of the Town's representative. It also reveals that the Town's representative was acting on legal advice when she did not answer questions that were not properly framed. The Plaintiff may have been frustrated by his inability to get the information he wanted, however, that does not equate to improper conduct on the part of the Town or its representative.

[57] The Town alleged that the Plaintiff made references to having relevant documents that he subsequently failed to disclose. These references were made during his examination of a representative of the Town during discoveries. The Town did not bring on an application to compel production. I have reviewed the transcript relied upon by the Town and note that the Plaintiff did make references to documents in his possession and was advised several times by the Town's counsel of the Plaintiff's obligation to produce. However, a review of the transcript also reveals that the Plaintiff's reference to having documents in his possession was made in the context of the Plaintiff asking questions to the Town's representative. When the Plaintiff was asked to put the specific document to the Town's representative when he was questioning on a specific issue, he would reply that he had boxes of documents but that he had not brought them. At several points, the Plaintiff indicated that the Town could produce the document as well as could he. I attribute no ill motive to the Plaintiff's comments, only a lack of understanding as his obligation to produce all relevant documents in his possession, even if the Town had already produced those same documents. I also note that, at trial, the Plaintiff did not surprise the Town with new documents that he had failed to disclose. While the Plaintiff's lack of knowledge about his discovery obligations was understandably frustrating, his conduct was not such that it should otherwise disentitle him from costs.

The Impact of Settlement Offers

[58] Settlement offers also have a significant impact on whether a party will be awarded costs, including enhanced or solicitor-client costs. The value of meaningful settlement offers is recognized in Rule 201(2) which states:

> Where a defendant makes an offer to settle at least 14 days before the commencement of the hearing, the plaintiff is entitled to party and party costs to the day on which the offer was served and the defendant is entitled to solicitor and client costs from that day if
>
> (a) the offer to settle is not withdrawn and is not accepted by the plaintiff; and
>
> (b) the plaintiff obtains a judgment on terms as favourable as or less favourable than the terms of the offer to settle.

[59] The ability to seek solicitor-and-client costs pursuant to Rule 201(2) is dependent on the ultimate offer only containing terms which a court could have

ordered: Rule 202. If the offer to settle contains terms which a court could not have ordered, it will not engage the strict parameters of Rule 201 and that pathway to being awarded solicitor and client costs will not be open to the litigant who made the non-compliant offer. That does not mean a non-compliant offer is irrelevant to the issue of costs; only that it will not trigger the costs consequences of Rule 201.

[60] The Town relies on the unreasonable settlement positions taken by the Plaintiff as the basis for denying the Plaintiff costs and awarding the Town costs. In this regard, they point to the Town's settlement offer made on March 16, 2021, for $21,517, being an additional two months of salary. In response, the Plaintiff, through his then counsel, made an offer on March 17, 2021 for $60,000 plus a positive letter of reference and an apology. Over a year later, in July 2022, the Town repeated their original offer of two months' salary. In response, the Plaintiff, then unrepresented, offered to settle for $200,000.

[61] The Town takes the position that the Plaintiff was negotiating in bad faith by negotiating backwards. From a conduct perspective, I place little weight on the exchange of offers by the parties. While the Plaintiff's counteroffer in July 2022 represented more than a three-fold increase in his original settlement position, the Town's 2022 offer represented no movement from their 2021 offer, which the Plaintiff, having the benefit of legal counsel, had already rejected. Arguably, neither party's position represented a meaningful compromise from their original settlement position.

[62] I do, however, find that the settlement offers between the parties are relevant to the overall issue of who should be awarded costs. I reject that those offers are relevant to the issue of sanctioning the Plaintiff's conduct by disentitling him to costs, however, the offers are relevant to the issue of whether the Plaintiff is entitled to enhanced costs.

[63] In particular, the Plaintiff's offer on March 17, 2021, offering to accept $60,000 as damages, plus an apology and letter of reference, is relevant. The Town is correct in its assertion that the offer does not trigger the cost consequences of Rule 201(2), as Rule 202 provides that Rule 201 does not apply to offers that include terms which could not have been incorporated by the court in a judgment. The Court could not have ordered an apology nor a positive letter of reference. As such, the ability to order solicitor-and-client costs pursuant to Rule 201(2) is not engaged. However, from a monetary perspective, the Plaintiff was prepared to settle for less in 2021 than the amount he ultimately received after trial.

[64] While the Plaintiff's March 2021 offer was non-compliant, it is relevant to costs. As noted by P. Costigan J.A. in *Fullowka v Royal Oak Ventures Inc,* 2008 NWTCA 9 at p 7:

> Even informal offers are, however, relevant to costs. Modern litigation is focused on dispute resolution, and all parties are encouraged to act reasonably and settle actions where possible."

[65] I also adopt the sentiment expressed in *Chisholm v Lindsay,* 2015 ABCA 179 where the Court held at para 44:

> As we see it, the purpose of the Rules of Court is to provide a means by which claims can be fairly, justly and expeditiously resolved either by a Court process in a timely and cost-effective way or in some other fashion, as the Rules contemplate. In every case, the relevant inquiry will be whether there was a legitimate attempt to settle given the issues in dispute and mindful of the conduct of the litigation. Such an approach encourages settlements without derogating from that referred to as the foundation of the formal Rules. *Mahe* [*Mahe v Boulianne*, 2010 ABCA 74] asserts that notwithstanding strict compliance with the formal Rules of Court, a trial judge must be permitted to take account, in the context of other factors, of non-compliant offers made in good faith to settle litigation.

[66] When the Plaintiff's offer is evaluated as a whole, it was a legitimate attempt to settle the issue and, ultimately, the Plaintiff was awarded more in damages than his initial settlement offer. The non-compliant terms, being a positive letter of reference and an apology, are not so disconnected nor unreasonable, as to make the entire offer unworthy of consideration.

[67] As I whole, I find:

(a) The Plaintiff's conduct in making serious allegations of misconduct against the Town and its legal counsel should be denounced.

(b) The Plaintiff's lack of knowledge about the appropriate conduct of civil litigation complicated the progress of this litigation which ultimately increased the cost of this litigation for the Town. Specifically, the unsuccessful applications for information from the Town and the successful application by the Town to set this matter down for trial should be recognized in the costs award.

(c) The cancellation of the March 2021 examinations for discovery on short notice and consequent cost to the Town should be recognized in the costs award.

(d) Legal counsel for the Town assisted the Plaintiff as much as counsel could within the bounds of his role as an advocate for his client.

(e) The Plaintiff's meaningful settlement offer on March 17, 2021, should be given real weight by the Court notwithstanding its non-compliance with Rule 201. But for the Plaintiff's conduct, the Plaintiff would have been entitled to enhanced costs payable by the Town because of this offer.

[68] Taking all these factors into consideration, I find that the Plaintiff is entitled to 50% of party-and-party costs of this litigation. The Town prepared a draft Bill of Costs for all litigation steps, based on column two of Schedule "A" which totals $11,080, plus GST. Fifty percent of that amount is $5,540. The draft Bill of Costs does not include the Plaintiff's disbursements for filing fees, photocopies, sitting fees for examination for discovery, and transcripts costs.

[69] In the circumstances and recognizing the desirability of bringing this litigation to an end, I fix costs payable by the Town to the Plaintiff, at $7000 inclusive of all disbursements and GST.

Conclusion

[70] I make the following order:

(a) The total amount of damages owed to the Plaintiff is $47,464.41.

(b) The total amount owed to the Plaintiff in prejudgment interest is $15,376.97.

(c) The Plaintiff shall have his costs of the litigation which I fix at $7,000.

(d) The Clerk of the Court shall issue a cheque payable to the Plaintiff in the amount of $69,841.38.

(e) The balance of the funds held by the Clerk shall be paid out to the Town.

(f) On the Plaintiff's behalf, the Town shall remit $20,341.89 to the Canada Revenue Agency.

S. M. MacPherson
J.S.C.

Dated at Yellowknife, NT, this
23rd day of May, 2025

William Harvey Harris: Self-represented
Counsel for the Defendant: Christopher Buchanan

S-1-CV 2017 000 363

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

WILLIAM HARVEY HARRIS

Plaintiff

-and-

TOWN OF HAY RIVER

Defendant

MEMORANDUM OF JUDGMENT ON DAMAGES, PREJUDGMENT INTEREST AND COSTS OF THE HONOURABLE JUSTICE S. M. MACPHERSON