

**CITATION:** *Pollock et al v. Huffman et al*, 2026 ONSC 2475  
**COURT FILE NO.:** CV-21-160-00  
**DATE:** 20260427

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

KIRK BRIAN POLLOCK and POLLOCK  
CONSTRUCTION LTD.

Plaintiff

– and –

JENNINE MARSHA HUFFMAN

Defendant

)  
)  
)  
) *Michael W. Gunsolus*, Counsel, for the  
) Plaintiff

)  
) Self-Represented Defendant, Jennine Marsha  
) Huffman

)  
)  
)  
)  
) **HEARD:** January 8, 9, 13, 2026

**S. J. WOODLEY, J.**

**REASONS FOR JUDGMENT**

**OVERVIEW**

1. The Plaintiffs, Kirk Brian Pollock (“Mr. Pollock”), and Pollock Construction Ltd. (“Pollock”), seek payment from the Defendant, Jennine Marsha Huffman (“Ms. Huffman”), for work and services provided relating to the construction of a residential home project located in Millbrook, Ontario (“the Property”) provided between September 11, 2020 and May 5, 2021.
2. Mr. Pollock seeks judgment in the amount of \$113,642.70, plus costs, on a contractual quantum meruit basis.
3. The Defendant, Ms. Huffman, asserts that her agreement with Mr. Pollock was a fixed price contract as per Mr. Pollock’s Quote dated July 25, 2020. Ms. Huffman alleges that the contract required three payments: downpayment; second payment; and final payment on completion and that the contract was to be completed by December 25, 2020. Ms. Huffman denies that Mr. Pollock is entitled to be paid for the invoice dated April 20, 2021, totaling \$113,642.70 as no further payment towards the project was required until completion. Ms. Huffman alleges that Mr. Pollock abandoned the work site on May 5, 2021, thus breaching the contract, leaving deficiencies that required correction, delay and damages.

4. Ms. Huffman, by counterclaim, seeks damages of \$57,563.89 (including HST) relating to alleged deficiencies and costs incurred.

## ISSUES

5. The issues to be determined are:
  - i. Was the contract a fixed price contract or a quantum meruit contract?
  - ii. Is Mr. Pollock entitled to payment for labour and materials supplied?
  - iii. Is Ms. Huffman entitled to payment of any amount due to alleged deficiencies?
  - iv. What amount, if any, is payable to Mr. Pollock and/or Ms. Huffman?

## DETERMINATION OF ISSUES

6. For the following Reasons for Decision, I find as follows:
  - i. The original agreement between Mr. Pollock and Ms. Huffman was as per Mr. Pollock's Revised Quote #36 dated August 15, 2020, was for a fixed price contract for the build (not finishes), in the amount of \$423,24851. However, following acceptance of Revised Quote #36 and after commencement of the project, substantial changes were made to the scope of work including revisions to the building plans *without* any agreement as to the costs associated with the changes. In the circumstances, the fixed price contract (Revised Quote #36) evolved into a quantum meruit contract for work and services provided.
  - ii. Mr. Pollock is entitled to be paid for labour and materials supplied in accordance with his invoice dated April 4, 2020 (Invoice #112).
  - iii. No amounts are due to Ms. Huffman on account of alleged deficiencies as Ms. Huffman is the party who breached the contract and as Mr. Pollock was neither informed nor provided with an opportunity to correct any alleged deficiencies.
  - iv. Mr. Pollock is entitled to the sum of \$113,642.70 plus interest thereon from April 4, 2020, plus costs. No amount is due to Ms. Huffman.

## THE EVIDENCE AT TRIAL

### The Parties

7. Mr. Pollock is an individual residing in the Town of Millbrook, in the Province of Ontario, and is the director of Pollock Construction Ltd.

8. Ms. Huffman is an individual residing in the Town of Millbrook, Ontario and is the registered owner of the property municipally known as 16 Huston Street, Millbrook, Ontario.

### **The Agreement Between the Parties**

9. On April 7, 2020, Ms. Huffman received design plans from New Castle Drafting and Design for the construction of a proposed residence to be built.
10. On April 23, 2020, Ms. Huffman purchased a vacant lot in Millbrook Ontario for \$50,000 for the purpose of building her principal residence.
11. On June 29, 2020, Ms. Huffman received the “final” drawings for the construction of her proposed residence for her review. Ms. Huffman forwarded the plans to Frederick Hellingbrunner at the Township of Cavan Monaghan in support of her application for a building permit for the property. Ms. Huffman advised as follows: “...the builder is the only thing right now under review...”. Ms. Huffman noted that she was acting as the general contractor while looking for a builder.
12. On June 30, 2020, Ms. Huffman’s draftsperson referred her to Mr. Pollock to “do the HVAC design”. Ms. Huffman emailed Mr. Pollock and asked if he knew someone who could assist. Mr. Pollock advised that his designer could assist and he would contact her to see if she could help and would obtain her cost and a timeline. Mr. Pollock sent a further email advising that he had sent the plans to a truss company to deal with the truss layout and design, who will send a quote which should be sufficient for Ms. Huffman to obtain a building permit.
13. On July 6, 2020, Ms. Huffman emailed Mr. Pollock to enquire when his designer would have the plans ready as, “we cannot get the building permit without”.
14. On July 10, 2020, Mr. Pollock’s designer (Darlene) forwarded HVAC designs to Ms. Huffman “as requested”. Ms. Huffman then emailed Mr. Pollock and noted “we are getting there...what is the other thing we are waiting for?” and Mr. Pollock responded, “We need the floor truss design which we should be getting any day then ... you should get your permit”.
15. On July 17, 2020, the Township emailed Ms. Huffman and advised that they required a “few things on the drawings” re HVAC. Ms. Huffman emailed Mr. Pollock and asked, “who is in charge of changes below?”
16. On July 20, 2020, Ms. Huffman and Mr. Pollock spoke by telephone.
17. On July 21, 2020, the Township advised Ms. Huffman that they could issue a permit for footings and foundation to give her time to work out the remaining details on the site plan/drawing, and, “let your contractor get going with construction”. The Township asked Ms. Huffman if she had a general contractor and if so, what was their Tarion number.
18. Ms. Huffman responded to the Township on July 21, 2020, advising as follows:

...Pollock Construction will be doing some, but the excavators, trusses, etc are being done by separate contractors. Hoping my son and nephew, Carson Contracting will be doing the siding and stonework. So I guess I am the GC but all are helping me to coordinate”. Ms. Huffman forwarded the emails to Mr. Pollock who sent her a text message that he would call her later that evening to “chat.

19. On July 24, 2020, Ms. Huffman sent Mr. Pollock a text message, “Are we ready to put shovel in ground on Tuesday.” Mr. Pollock responded that she must have her permit and invited her to call him advising that he was working on her final quote.
20. On July 25, 2020, Mr. Pollock provided Ms. Huffman with a written quotation for a residential construction project at 16 Huston Street, Millbrook, for the sum of \$378,391.80.
21. On July 26, 2020, Ms. Huffman met with Mr. Pollock in person, to discuss matters.
22. On July 28, 2020, Ms. Huffman obtained a building permit for the construction of a residence on 16 Huston Street, Millbrook.
23. On July 28, 2020, Ms. Huffman received notice from the Township that there was no underground infrastructure at the proposed dig sit and the Township can issue “an all clear”. Ms. Huffman emailed Mr. Pollock as follows: “That was quick...can we start next week”. Ms. Huffman also texted Mr. Pollock, “forgot to get references ... can you please send a couple I can contact. Thanks”.
24. On July 30, 2020, Ms. Huffman requested Mr. Pollock send her the front page of his July 25, 2020, quote to send to the bank as she had written all over her copy as she was doing comparables. Mr. Pollock advised it had been delivered and Ms. Huffman texted, “...we need to talk later...please call later as my other quote came in and as suspected you are way too high.”
25. On August 14, 2020, Ms. Huffman and Mr. Pollock spoke on the phone about the project following which Ms. Huffman texted, “Let’s move forward.”
26. On August 15, 2020, Mr. Pollock prepared and forwarded to Ms. Huffman two further revised written quotes. The first revised quote was for the sum of \$419,874.71 and the second for \$423,248.51, that contained a different scope of work than contemplated by the July 25, 2020, quote.
27. On August 17, 2020, Ms. Huffman texted Mr. Pollock, “I have bldg. permit when you need to put up” and Mr. Pollock responded, “Hey give me a shout when you get a min if you could please...”

28. On or about August 18, 2020, Ms. Huffman provided Mr. Pollock with a downpayment for the project and sent a photo of the cheque to Mr. Pollock by text. Mr. Pollock responded, “Excellent! And so we move forward with your home yay.” Ms. Huffman replied, “Yay!”
29. On August 23, 2020, Ms. Huffman texted Mr. Pollock, “What did you allow for flooring ... 3.99??” Mr. Pollock responded, **“It should be in the latest revised quote that I sent you.”** Ms. Huffman responded, “Will check. Not sure if I printed yet. Also got other plans and full-size printouts of blg permit sheets with changes.”
30. Notably – Ms. Huffman did not deny that Mr. Pollock had sent “the latest revised quote,” nor did she deny that the latest revised quote was applicable to pricing.
31. At trial, Mr. Pollock and Ms. Huffman did not agree whether their original agreement was based on the July 25, 2020, quote, or the latest revised August 15, 2020, quote.
32. Mr. Pollock testified that the original agreement was based on the Revised August 15, 2020, quote (Quote 36). However, once construction commenced, Ms. Huffman revised the building plans and the scope of work agreed upon was substantially revised without any agreement as to the cost of the revisions. As such, Mr. Pollock asserts that the “agreement” evolved into a contractual quantum meruit agreement.
33. Ms. Huffman testified that the July 25, 2020, quote (Quote 32) formed the basis for the contract. She stated that the amount of her down payment made on August 18, 2020, verifies this fact. During cross examination, Ms. Huffman agreed that at the date of the July 25, 2020, quote, she had not chosen the materials for finishing the project (i.e. kitchen, flooring, doors, windows, etc.) which were to be supplied by Mr. Pollock. Ms. Huffman also agreed that as at August 18, 2020, there was no agreement as to a completion date *and* following commencement of the project on September 11, 2020, numerous changes were made to the scope of work including revisions to the building plans without any agreement as to the cost of the revisions.
34. I note that although the parties referenced two quotes, there were three quotes contained in the parties’ Joint Document Brief filed as Exhibit 1. All three quotes were prepared on company letterhead, dated, numbered, and addressed to Ms. Huffman.
35. The three quotes prepared for the project are as follows:
  - i. Quote 32 dated July 25, 2020, in the amount of \$378,391.80 (Exhibit 1, Tab 20);
  - ii. First Revised Quote 36 dated August 15, 2020, in the amount of \$419,874.71 (Exhibit 1, Tab 25); and
  - iii. Final Revised Quote 36 dated August 15, 2020, in the amount of \$423,248.51 (Exhibit 1, Tab 26).

36. Regardless of which quote, if any, formed the basis of the original agreement, the evidence established that following commencement of the project, Ms. Huffman revised the building plans and substantial changes were made to the scope of work without any agreement as to the cost to be applied to those changes.
37. Mr. Pollock testified, and I accept, that the following changes were made to the scope of work following the parties' agreement and payment of the deposit on August 18, 2020:
- i. Changes to the foundation due to improper elevation drawings and design flaws which increased the cost of the project requiring Mr. Pollock to:
    - (1) pour step footings and higher walls than the drawings described due to an elevation drop from the front of the lot to the back;
    - (2) modify the drawings to have the door schedule changed to allow for entry to the garage at the front of the house and not the side; and
    - (3) change the access for the apartment in the basement to the back of the building and not the side.
  - ii. Removal of items from the scope of work, including:
    - (1) Siding
    - (2) Windows
    - (3) Kitchen cabinets
    - (4) Drywall
    - (5) Railings; and
    - (6) Flooring

### **The Construction Project**

38. Ms. Huffman paid a deposit to Mr. Pollock on August 18, 2020, in the amount of \$68,511.90.
39. Mr. Pollock began supplying labour and material for the project commencing September 11, 2020.
40. On September 30, 2020, the Township completed an inspection of the "footings," which passed inspection.
41. On October 15, 2020, the Township completed an inspection of the "backfill," which passed inspection.

42. On October 23, 2020, the Township Plans Examiner/Building Inspector wrote Ms. Huffman to advise that they had approved her “revised drawings”.
43. On October 28, 2020, the Township completed an inspection of the plumbing, which “passed” inspection.
44. On November 5, 2020, Mr. Pollock provided an interim invoice for labour and materials and Ms. Huffman provided an additional payment in the amount of \$132,216.78, for a total payment to date totaling \$200,728.68 (Exhibit 1, Tab 36).
45. On December 2, 2020, the Township completed an inspection of the framing, which passed inspection.
46. On February 5, 2021, the Township completed a further inspection of the plumbing, which passed inspection.
47. On March 2, 2021, the Township completed an inspection of the insulation which passed inspection.
48. On March 17, 2021, Mr. Pollock delivered invoice #112 dated March 16, 2021, totaling \$120,726.40 (Exhibit 1, Tab 39).
49. Mr. Pollock’s email that attached invoice #112 read, in part, as follows:

I have had to change the format of invoicing of your project due to the amount of workers and materials that you are recruiting on your own, we are invoicing as a Cost Plus format, this means that you are paying the actual cost that I paid for all materials, labour and subtrades etc with a 15% charge on top to cover all my over head and expenses relating to it. I have also included a 10% project management fee to cover my time for looking after all the details at my end...

(Exhibit 1, Tab 96)

50. By email dated March 17, 2021, Ms. Huffman responded as follows:

Just so I am clear...you are charging me 25% above and beyond anything you get for me? Does this include the garage door? If it does, that changes the pricing comparable right off kilter?

(Exhibit 1, Tab 96)

51. On March 18, 2021, Mr. Pollock sent an email to Ms. Huffman as follows:

I attached my project income details statement form (*sic*) the accounting software that we use so you can see the actual numbers, it's a lot of information but it shows all the expenses that have been paid to date on your project. The numbers on this are the actual invoice cost. I hope this helps you know where the money has been spent.

(Exhibit 1, Tab 97)

52. Ms. Huffman replied, "thanks can't read on phone but will look at tomorrow and meeting with lawyer next Friday...so will be in touch." (Exhibit 1, Tab 97).
53. On March 30, 2021, Ms. Huffman sent Mr. Pollock a text message that read in part, "Also gave your name to lady in Millbrook for addition." (Exhibit 1, Tab 101, p. 33).
54. On April 20, 2021, Mr. Pollock sent a revised invoice #112 to Ms. Huffman in the amount of \$113,642.70, together with an email that read as follows:

...I have revised the balance owing to reflect the removal of the 10% project management fee on my employees' labour as well as I took 5% off the cost plus fee portion on my employees labour it is a saving on your end of \$6268.76. I will need this balance paid immediately.

(Exhibit 1, Tabs 42 & 99)

55. On April 24, 2021, Ms. Huffman responded, "Thanks and as per last time, I need to have a second look over and will get back to you." (Exhibit 1, Tab 99).
56. On April 28, 2021, Mr. Pollock sent Ms. Huffman a text message that read, "...I have not heard anything back from you regarding my invoice. What is going on with this." (Exhibit 1, Tab 101, p. 39).
57. Ms. Huffman responded, "Told you was sending to third party for review." (Exhibit 1, Tab 101, p. 39).
58. Mr. Pollock replied:

It's the same invoice less what I explained, this is getting out of control I have paid for all those expenses since December, I have had my sub trades in at my expense again as well as paid for your stairs. I keep paying and not getting paid I guess sham (*sic*) on me."

(Exhibit 1, Tab 101, p. 40)

59. Ms. Huffman responded:

And as I quote clearly told you at our meeting, I would not pay 25%. I also asked you that same day if you needed money and you said no you were ok.”

(Exhibit 1, Tab 101, p. 40)

60. On April 30, 2021, Mr. Pollock issued a statement for the outstanding invoice totaling \$113,642.70. (Exhibit 1, Tab 43).
61. Also on April 30, 2021, Ms. Huffman sent a text message, “will have response to you by Tuesday ... Wednesday at the latest.” (Exhibit 1, Tab 101, p. 40).
62. On May 5, 2021, at 9:50 a.m., Ms. Huffman sent the following email to Mr. Pollock:

As you are well aware, you cannot change the terms of a contract part way through a project without both parties consent, and I do not consent to the changes that you have tried to make. Until I have water and sewer to my property at 16 Huston St, Millbrook, Ontario there will be no further funds dispersed.

When all is done and we have figured out how much it is costing me to fix a few issues that you left at the house, we will calculate your outstanding balance.

As per the stairs, done according to the drawings, you said you had ordered mid February, I need to know if in fact, you really did order them. Sorry to doubt you but the track record has not been good. I have no problem ordering the stairs myself but need to know as soon as possible.

On another note, 2 ½ weeks ago you told me that the garage door would be in touch with me directly and I have still not heard from him, so will be proceeding forward with this as well.

(Exhibit 1, Tab 100)

63. On May 5, 2021, at 11:48 a.m., Ms. Huffman sent the following text message, “Do we have ETA on stairs yet?” (Exhibit 1, Tab 101, p. 40).
64. On May 5, 2021, at 2:12 p.m., Ms. Huffman wrote, “Shall I order stairs and garage door?” (Exhibit 1, Tab 101, p. 40).
65. On May 5, 2021, at 7:34 p.m., Ms. Huffman wrote, “If I have not heard from you by tomorrow morning I am proceeding ahead with stairs and garage door.” (Exhibit 1, Tab 101, p. 40).
66. Ms. Huffman did not pay Mr. Pollock’s revised invoice #112 and Mr. Pollock did not return to the work site as Ms. Huffman refused to pay him for his services, “until I have water and sewer to my property,” following which payment will be made, “when *all* is done – and we

have figured out how much it is costing me to fix a few issues - we will calculate your outstanding balance.”

67. Mr. Pollock testified that his scope of work did not include arranging water and sewer hook-ups as Ms. Huffman had advised him that the Property was serviced by the time he prepared his original quotations in July and August of 2020. Mr. Pollock noted that none of the quotations included any cost, charges or entries for servicing the property.
68. As for his failure to return to the work site, Mr. Pollock testified that Ms. Huffman breached the terms of their agreement when she refused to pay him for his work and services to date, despite having amended his invoice in accordance with their discussions. It was his view that the agreement had been terminated by Ms. Huffman’s actions.
69. Ms. Huffman remained resolute that Mr. Pollock was responsible for arranging the water and sewer hook-ups as he was the contractor. As for her refusal to pay the outstanding invoice, Ms. Huffman stated that, “she didn’t refuse to pay,” Mr. Pollock did not return to the work site.
70. With respect to the dispute concerning responsibility for arranging the water and sewer hook-ups, the Joint Document Brief (Exhibit 1) at Tab 22, contains a “Locate Request” made by Ms. Huffman on July 27, 2020, to the Township of Cavan Monaghan signed by Engineer Mr. Grieger, that indicates, “water service 2.75 m south of property line (North boundary) Sanitary in the same trench.” This Locate Request was completed by Mr. Grieger on August 4, 2020.
71. Further evidence regarding responsibility for the hook-ups is found in emails exchanged between Ms. Huffman and the Township.
72. On September 30, 2020, Ms. Huffman emails Mr. Grieger, “Requesting water and sewer hookup ASAP...pretty please.” On October 1, 2020, Mr. Grieger responds:

I will be coordinating with PUG as they will be completing the live tap of the watermain to provide a service. I was discussing with your builder and it will be their responsibility to run the service from main to the house...they will have to run a sanitary service as well. I will keep you updated with timing as I find out. On December 10, 2020, Mr. Grieger wrote to Ms. Huffman to advise (for the first time) that he did not believe there is a water or sewer connection at the property and “this was a mistake in our records. Both services will be required to complete a service connection to the existing sanitary and water mains.

(Exhibit 1, Tab 89)

73. At Exhibit 1, Tab 36, there is a November 5, 2020, “Statement to Date” sent by Mr. Pollock to Ms. Huffman that contains the following entry, “equipment rental and labour to cover cost of trying to find non-existing water and sewer main hook ups.”

74. As noted above, following May 5, 2021, Ms. Huffman refused to pay Mr. Pollock's revised invoice and Mr. Pollock refused to return to the work site.
75. By May 5, 2020, the invoices and evidence introduced at trial established that Mr. Pollock had incurred out-of-pocket expenses totaling \$228,810.23, plus HST, and had supplied the following labour and material to the Property:
- (a) Site preparation and lot clearing
  - (b) Excavation
  - (c) Rough grading
  - (d) Footings
  - (e) Foundation, partial back fill
  - (f) Concrete floors
  - (g) Framing
  - (h) Steel Roof
  - (i) HVAC rough-in
  - (j) Plumbing rough-in
  - (k) Electrical rough-in; and
  - (l) Insulation
76. Following May 5, 2020, Ms. Huffman hired a replacement contractor to complete the construction project. Ms. Huffman currently resides in the home.
77. Ms. Huffman did not contact Mr. Pollock following May 5, 2020, nor did she provide any notice of deficiencies, nor did she provide Mr. Pollock with an opportunity to correct any noted deficiencies.
78. On May 27, 2020, Mr. Pollock registered a lien against the Property equal to the amount of the outstanding invoice#112, in the amount of \$113,642.70, (inclusive of HST), in the Land Registry Office No. 45, as Instrument No. PE357676. The lien was properly perfected by way of registration of a Certificate of Action on June 18, 2021.

### **Positions of the Parties**

79. Mr. Pollock seeks payment of \$113,642.70 together with the costs of the action, in satisfaction of the goods and services provided to the Property.
80. Mr. Pollock retained an expert to support his claim, Joseph Emmons of Abacus Construction Consulting, who was duly qualified by the court to provide an expert opinion regarding the fair market value of the services supplied by Mr. Pollock to Ms. Huffman. The evidence provided to the court by Mr. Emmons was accepted by Ms. Huffman, who testified that Mr. Emmons' calculations appeared accurate and close to the amount that she paid to construct the property.
81. Mr. Emmons reviewed the labour and material supplied and provided a Quantity Surveying opinion that the fair market value of the services supplied by Mr. Pollock was \$374,772.95. As Ms. Huffman has paid \$200,728.68, the balance owing would be \$174,044.27. However, Mr. Pollock seeks only payment of his final invoice #112 and has limited his claim to \$113,642.70, plus costs.
82. Ms. Huffman testified that according to her calculations, approximately \$70,000.00 was owing to Mr. Pollock based on adjustments of labour and material not supplied pursuant to the alleged July 2020 fixed price contract. Ms. Huffman does not seek to pay that amount to Mr. Pollock, instead she seeks \$57,563.89 from Mr. Pollock for deficiencies and damages which is a reduction of her original claim of \$100,000.

### **THE LAW AND ANALYSIS**

#### **The Credibility of the Witnesses and The Reliability of their Evidence**

83. Both Mr. Pollock and Ms. Huffman testified at trial. Both were straightforward, non-confrontational, polite, and cooperative. Both witnesses admitted facts that did not necessarily favour their position and both parties appeared to be credible witnesses.
84. As to the reliability of their evidence, both appeared to have good recall of the events that occurred and both kept records of their interactions with one another and with Township officials, and suppliers.
85. Notwithstanding that both Mr. Pollock and Ms. Huffman appeared credible and generally provided reliable evidence, they often spoke at cross purposes.
86. Mr. Pollock testified that the contract between the parties was based on his last Revised Quote dated August 15, 2020, of \$423,248.51 ("Revised Quote 36"). Mr. Pollock denied Ms. Huffman's allegations that the contract only required three payments (downpayment, first payment, and final payment) and denied that the project was to be completed by December 25, 2020. Mr. Pollock noted that none of the quotes provided to Ms. Huffman contained any reference to payment provisions or timing. He further noted that the project was undertaken during the height of the COVID pandemic amidst lock-downs, material

shortages and business closures, which caused delay and difficulties sourcing material, machinery and manpower and the imposition of any strict timeline would have been meaningless in the circumstances. Mr. Pollock testified that Ms. Huffman breached the terms of the contract on May 5, 2021, when she refused to pay any amount towards his outstanding invoice dated April 4, 2020.

87. Ms. Huffman testified that the contract between the parties was based on Mr. Pollock's July 25, 2020, quote of \$378,391.80 ("Quote 32"). She further testified that the terms of the contract only required her to make three payments (downpayment, first payment, and final payment not due until completion of project) and that the build was to be completed by December 25, 2020.
88. During her testimony, Ms. Huffman continuously referenced Quote 32 in support of her position that she was *not* required to pay Mr. Pollock his outstanding invoice when presented on April 4, 2020, as no further payment was due until completion. For this reason, Ms. Huffman claims that she was justified advising Mr. Pollock that she would make no further payment until completion of the contract at which time they would "sort out" what he was owed. Ms. Huffman asserted that Mr. Pollock breached the contract on May 5, 2021, when he refused to return to the worksite after receiving notice from her that he would not be paid for his invoice.
89. As the parties provided differing testimony regarding the terms and basis of their original agreement, it was necessary to review all of the independent records submitted at trial to determine the issue.
90. Having carefully reviewed all independent evidence submitted at trial, including the business documents, records, emails, and text messages filed, it is clear that the July 25, 2020, quote (Quote 32) relied upon by Ms. Huffman, was NOT agreed upon by the parties and never formed the basis of their agreement. It is also clear that there was NO agreement between the parties that Mr. Pollock would only be entitled to three payments (downpayment, first payment, final payment on completion) nor was there any agreement that the project would be completed by December 25, 2020.
91. Instead, the independent evidence verifies and substantiates Mr. Pollock's version of events that the original agreement between the parties was based on the Revised August 15, 2020, quote (Quote 36) in the amount of \$423,248.51, and that there were no included terms limiting invoicing or imposing a completion date.
92. My findings with respect to these issues based upon my review of the independent records, negatively affects Ms. Huffman's credibility and the reliability of her evidence.
93. As a result, I have treated Ms. Huffman's evidence with care, and to the extent that there is any discrepancy between Ms. Huffman's evidence and Mr. Pollock's evidence, without independent corroborative evidence to contradict Mr. Pollock's evidence, I have accepted and preferred Mr. Pollock's evidence throughout.

### **Complaints of Delay, Increased Costs, in Context**

94. In addition to alleging that Mr. Pollock breached the contract, Ms. Huffman also alleged that Mr. Pollock delayed the completion of the contract and increased costs requiring her to source materials, workman, and equipment.
95. The facts of this case must be considered in context. This construction project was undertaken in July of 2020, at the height of the global COVID pandemic during isolation, lockdowns, and worldwide shortages.
96. Face-to-face meetings were discouraged. Non-essential businesses were required to close. Shipping containers were in scarce demand. There were restrictions on businesses and difficulties accessing supplies. Interpersonal relationships were affected.
97. While the world persevered, “business as usual” was displaced during the COVID pandemic.
98. Having read and considered the evidence introduced at trial in its entirety, I find no merit to Ms. Huffman’s claims as they relate to complaints of delays and increased costs which she attributed to Mr. Pollock during the construction project.

### **Issue #1: Fixed Price vs. Quantum Meruit Contract**

99. In the present case, the essential terms of scope and price were never settled with sufficient certainty. In these circumstances, it is appropriate for the court to assess the value of the work on a *quantum meruit* basis: see *Summers v. Harrower*, 2005 CarswellOnt 7953 at paras. 8-17; *D & M Steel Ltd. v. 51 Construction Ltd.*, 2018 ONSC 2171.
100. The evidence established that three quotes were exchanged in July and August 2020, including:
  - (1) The July 25, 2020 Quote (# 32) for \$378,391.80;
  - (2) The August 15, 2020 First Revised Quote (#36) for \$419,874.71; and
  - (3) The August 15, 2020 Final Revised Quote (#36) for \$423,248.51.
101. The text messages exchanged between the parties on August 23, 2020, strongly support a finding that the parties’ agreement was originally based on the August 15, 2020, Final Revised Quote #36, as forming the basis of their initial agreement.
102. However, following this date, Ms. Huffman submitted revised building plans (which were approved by the Township) and made substantial revisions to the original agreement without any agreement on the cost of the revisions. Despite Ms. Huffman’s assertions to the contrary, neither party could identify the operative contract price.

103. Evidence supporting the conclusion that neither party could identify the operative contract price is found, *inter alia*, as follows:
- i. On the face of Mr. Pollock's (original) invoice #112 dated March 16, 2021, (Exhibit 1, Tab 39) and as explained by Mr. Pollock's email dated March 17, 2021, enclosing the (original) invoice #112 (Exhibit 1, Tab 96); and
  - ii. Ms. Huffman's email dated May 5, 2021, addressed to Mr. Pollock, wherein she states, "...When all is done and we have figured out how much it is costing me to fix a few issues that you left at the house, we will calculate your outstanding balance..." (Exhibit 1, Tab 100).
104. In addition to the cost of the contract being uncertain, none of the quotes, including Final Revised Quote #36, provided any express terms regarding payment milestones, commencement or completion date, or a mechanism for pricing changes.
105. Further, at the time the Final Revised Quote #36 was accepted by way of payment of the deposit on August 18, 2020, there were numerous scope items still required in the agreement before pricing could be finalized, including finishing materials and design elements.
106. In the present case, despite there being an initial agreement as to the contract price (\$423,248.51) as per Final Revised Quote #36 - following the filing of the revised building plans and the substantial revisions to the scope of work without any agreement as to the costs attached to the revisions - neither party could identify the operative contract price, the completion date, or a mechanism for pricing changes.
107. Where the parties cannot identify the operative contract price, the court should not enforce a fixed-price agreement. In these circumstances, the law implies an obligation to pay for the reasonable value of work performed on a *quantum meruit* basis.
108. Alternatively, even if the fixed-price contract remained in place based on Final Revised Quote # 36, during the course of the project, the scope of work changed so fundamentally that the original contract framework ceased to apply and the *quantum meruit* analysis is applied: See Building Contracts; Prepared by Immanuel Goldsmith, Q.C., LL.B. (London): March 1985, Updated by Paul H. Starkman, B.A., LL.B.: February 1997, Updated by legal editorial staff of Thomson Reuters Canada: September 2023 III. Quantum Meruit.

**Issue #2: Is Mr. Pollock entitled to payment for labour and materials supplied?**

109. As noted above, the law implies an obligation to pay for the reasonable value of work performed on a *quantum meruit* basis.
110. There were no contractual terms deferring payment until completion, and no evidence of an agreement that Mr. Pollock would finance the project indefinitely.

111. Mr. Pollock provided work and services to Ms. Huffman and is entitled to be paid on a *quantum meruit* basis for the value of the work performed.
112. Mr. Pollock established through the uncontroverted evidence of the expert, Joseph Emmons, that the fair market value of the services supplied by Mr. Pollock was \$374,772.95.
113. As Ms. Huffman has paid \$200,728.68, the balance owing to Mr. Pollock is \$174,044.27.
114. Mr. Pollock seeks to limit payment to the amount of his final (revised) invoice #112.
115. In the circumstances, Mr. Pollock is entitled to payment in accordance with his (revised) Invoice #112, dated April 4, 2021, in the amount of \$113,642.70.

**Issue #3: Is Ms. Huffman entitled to payment of any amount due to alleged deficiencies and/or damages?**

116. Ms. Huffman did not advise Mr. Pollock of any deficiencies and did not provide Mr. Pollock with any opportunity to correct any alleged deficiencies. In the circumstances, Ms. Huffman is not entitled to payment of any amount on account of alleged deficiencies. See *Rocksolid v. Bertolissi*, 2013 ONSC 7343, paras. 78-82, 88-92.
117. Ms. Huffman is also not entitled to recover any damages from Mr. Pollock on account of delay, cost to complete or otherwise, as she is the party who breached the contract by failing to pay (revised) invoice #112, when presented. The breaching party is not entitled to damages arising as the result of their own breach.

**Issue #4: What Amount is Mr. Pollock entitled to receive? What amount is Ms. Huffman entitled to receive?**

118. Mr. Pollock is entitled to receive payment from Ms. Huffman of his (revised) invoice #112, in the amount of \$113,642.70. In accordance with the terms of the invoice, payment was due immediately. In these circumstances, Mr. Pollock is also entitled to pre-judgment interest from April 4, 2020, in accordance with the *Courts of Justice Act*.
119. Ms. Huffman is not entitled to receipt of any amount from Mr. Pollock.

**DETERMINATION AND COSTS**

120. For the foregoing reasons for decision, the plaintiff, Mr. Pollock, is entitled to judgment in the amount of the lien on the basis of contractual *quantum meruit* in the amount of \$113,642.70, together with interest thereon from April 4, 2020, to date.
121. As Mr. Pollock is the successful party, subject to any offer to settle that may affect costs, he is entitled to his costs of the action.

122. In the event the parties are unable to agree upon costs, Mr. Pollock shall serve and file his costs submissions, limited to five pages, with a cost outline and bill of cost attached, together with any offer to settle that may affect costs, within 45 days of the date of this judgment.
123. Ms. Huffman shall file and serve her costs submissions, limited to five pages, with a cost outline and bill of costs attached, together with any offer to settle that may affect costs within 60 days of the date of this Judgment.
124. Reply, if any, is limited to one page, to be served and filed within 65 days of the date of this judgment.

---

The Honourable Justice S.J. Woodley

**Released:** April 27, 2026

**CITATION:** *Pollock et al v. Huffman et al*, 2026 ONSC 2475

**COURT FILE NO.:** CV-21-160-00

**DATE:** 20260427

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

KIRK BRIAN POLLOCK and POLLOCK  
CONSTRUCTION LTD.

– and –

JENNINE MARSHA HUFFMAN and KAWARTHA  
CREDIT UNION LIMITED

---

**REASONS FOR JUDGMENT**

---

The Honourable Justice S.J. Woodley

**Released:** April 27, 2026