

NOVA SCOTIA COURT OF APPEAL
Citation: *Jeffrie v. Hendriksen*, 2015 NSCA 49

Date: 20150520
Docket: CA 414372
Registry: Halifax

Between:

Roderick Jeffrie

Appellant

v.

Anthony Hendriksen, Inland Marine Services Limited
and Three Ports Fisheries Limited

Respondents

Judge: The Honourable Justice Peter M.S. Bryson

Appeal Heard: February 10, 2015, in Halifax, Nova Scotia

Subject: **Contract formation; Oral contracts; Corporations; oppressive conduct;**

Summary: Jeffrie and Hendriksen were equal shareholders in Three Ports Fisheries Limited. The application judge found that Hendriksen agreed to buy out Jeffrie. But he also found that the agreement was unenforceable because it was not in writing and negotiations between the parties assumed any agreement would only be binding if drafted by legal counsel. He dismissed Jeffrie's action for breach of contract and oppression under the Third Schedule of the *Companies Act*, R.S.N.S. 1989, c. 81. Jeffrie appealed.

Issues:

- (1) Did the oral agreement between the parties constitute a binding and enforceable contract?
- (2) Was Hendriksen's conduct oppressive?

Result:

Appeal allowed. Parties entered into an enforceable oral agreement. The judge erred by finding an agreement had been reached on the basis of the parties' conduct "objectively viewed" but then finding it was not binding based on the same legal test. He also erred in not conducting a contextual analysis, including the genesis and purpose of negotiations and other material factors which established that the oral agreement was binding. The judge's finding that no oppressive circumstances were made out was upheld.

This information sheet does not form part of the court's judgment. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 20 pages.