

<u>CASE NO.</u>	<u>VOL. NO.</u>	<u>PAGE</u>
JONES POWER CO. LTD., a body corporate, and J.A. JONES CONSTRUCTION CO., a body corporate		mitsui & CO. (POINT ACONI) LTD., a body corporate
	- and -	
(Appellants)		(Respondent)
CA 159069	Halifax, N.S.	CROMWELL, J.A.

**Cite as: Mitsui & Co. (Point Aconi) Ltd. v. Jones
Power Co. Ltd., 2000 NSCA 95]**

APPEAL HEARD: March 27, 2000

JUDGMENT DELIVERED: August 23, 2000

SUBJECT: **Contracts - Certainty and Completeness**

SUMMARY: The parties entered into a large and complicated construction contract. Disputes arose and after months of unsuccessful attempts to resolve them at lower levels, senior executives on both sides negotiated and signed a Memorandum of Understanding (MOU). The appellants then repudiated the MOU and claimed not to be bound by it. Litigation ensued. The issue of whether the MOU was a binding contract was severed from the main actions and tried. The trial judge held the MOU was a binding contract. The appellants appealed.

ISSUES:

1. Was the MOU conditional on further agreements, incomplete and uncertain?
2. Was the respondent bound by the MOU?

RESULT: Appeal dismissed. The MOU was not conditional on further agreements. It contained all essential terms and was capable of being given a reasonably definite meaning. There was no basis to disturb the trial judge's finding that the respondent was bound by the MOU.

This information sheet does not form part of the court's decision. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 43 pages