

SUPREME COURT OF NOVA SCOTIA

Citation: *Community Link Medical Clinic v. Figueroa*, 2015 NSSC 278

Date: 20151007

Docket: Hfx No. 333253

Registry: Halifax

Between:

Perkins Business Management Ltd., carrying on business as
Community Link Medical Clinic

Plaintiff

v.

Mayelin Figueroa and Dr. Mayelin Figueroa Perez Limited

Defendants

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Judge: The Honourable Justice Gerald R. P. Moir

Heard: February 2, 3, 4, 5, 9, and 10, 2015, in Halifax, Nova Scotia

Final Written Submissions: March 6, 2015

Subjects: Contract; Three Party Agreement; Termination

Summary: Perkins, Figueroa, and her company signed an agreement for Perkins to supply premises, equipment, etc. for a medical clinic, Figueroa to practice there and pay Perkins 20% of her fees, and the company to provide management services and take 40% of the profits. Perkins had the right to terminate the manager's services for cause, but the contract did not say what would happen to Figueroa's obligations in that event. Perkins fired the manager. It asserted rights to patients' medical information. Figueroa left. Perkins sued on the ground that Figueroa breached her obligations by leaving.

Issues: (1) Whether dismissal of the manager terminated Figueroa's obligations?

- (2) Whether the termination was wrongful anyway?
- (3) Whether Perkins repudiated the contract anyway?

Result:

The obligations were joint. Figueroa's interest in the manager's promises could not be severed without destroying the contract as a whole. Therefore, dismissal of the manager also terminated Figueroa's obligations. Further, the termination was wrongful and entitled Figueroa to treat the contract as at an end. Furthermore, Perkins' behaviour regarding confidentiality was a repudiation, which Figueroa accepted by leaving.

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