

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** Curves International, Inc. v. Archibald, 2011 NSSC 217

**Date:** 20110531

**Docket:** Tru No. 339137

**Registry:** Truro

**Between:**

Curves International, Inc.

Plaintiff

v.

Karen Eileen Archibald, Jill M. Bodak and 3245723 Nova  
Scotia Limited, carrying on business as FOR-EVE-RX Fitness

Defendants

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**Judge:** The Honourable Justice C. Richard Coughlan

**Heard:** December 16, 2010 and May 17, 2011 (in Chambers), in  
Halifax, Nova Scotia

**Decision:** May 31, 2011 (Orally)

**Written Release  
of Decision:** June 7, 2011

- Subject:** Conflict of Laws - Contracts - Forum Selection Clause - Motion for Dismissal of Proceeding
- Summary:** A franchise agreement provided disputes arising from relationship, rights and obligations of the parties to the agreement be governed by the laws of Texas and the parties submit to the jurisdiction of Texas courts. Curves brought action against the defendants seeking various relief in contract, tort and also sought injunctive relief. Ms. Archibald moved to dismiss the action on the basis the agreement provided the matter should be heard in Texas.
- Issue:** Whether there was “strong cause” for the not granting the motion to dismiss.
- Result:** Nova Scotia had territorial competence. All of the defendants are residents in Nova Scotia. The action relates to activities carried on in Truro, Nova Scotia. Among the relief sought is injunctive relief. It is not possible to know whether a Nova Scotia court will enforce an injunction granted by a Texas court until the particular action is issued. The proceeding also seeks relief from third parties. If Curves was successful in an action in Texas, it would have to enforce any order in Nova Scotia. If the action was tried in Texas, rather than Nova Scotia, it would be much more expensive for the defendants.
- The burden is on Curves to show why “strong cause” exists for not granting the motion to dismiss. Strong cause did exist and the motion was dismissed.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
QUOTES MUST BE FROM THE DECISION, NOT THIS LIBRARY SHEET.***