

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** Giffin v. Soontiens, 2011 NSSC 403

**Date:** 20110119

**Docket:** Hfx No. 292594

**Registry:** Halifax

Between:

Gordon Giffin

Plaintiff

and

Nicole Soontiens, Ilona MacAlpine, XL Electric Limited, a body corporate, Hunttec Limited, a body corporate, and CNCA Holdings Limited, a body corporate

Defendants

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**Judge:** The Honourable Justice Gerald R. P. Moir

**Heard:** January 18, 2011

**Subject:** Shareholder Oppression; shareholder agreement, underlying oral agreement, parol evidence rule, exclusive agreement clause

**Summary:** Mr. Giffin signed a shareholder agreement that included an exclusive agreement clause. In a shareholder oppression proceeding, he sought to prove the oral discussions, and the resulting understandings, that preceded the agreement.

**Issues:** Whether the parol evidence rule, or an exclusive agreement clause, preclude proof of oral discussions and the underlying understanding or agreement?

**Result:** Oppression remedies supersede contract. An unambiguous shareholder agreement may be powerful evidence against the existence, or reasonableness, of an expectation asserted by a minority shareholder in an oppression case, but it cannot be determinative.

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