

**CASE**

**VOL.**

BOLANDS LIMITED, a body corporate, LOBLAWS PROPERTIES LIMITED, a body corporate, and the OSHAWA GROUP LIMITED, a body corporate

Appellants

- and -

IVAN SMITH HOLDINGS LIMITED, a body corporate

Respondent

**JUSTICE SUZANNE HOOD**

**HALIFAX, NS**

**SH No. 16685**

[Cite as: Bolands Ltd. v. Ivan Smith Holdings Ltd., 2001 NSSC 171 ]

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### **LIBRARY HEADING**

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**HEARD:** Before the Honourable Justice Suzanne Hood at Halifax, Nova Scotia on July 16, 2001

**DECISION:** November 26, 2001

**SUBJECT:** Judicial review; consensual arbitrator's patent unreasonableness.

**SUMMARY:** Lease contained an arbitration clause. Tenant seeks to have arbitrator's decision quashed.

**ISSUES:**

- 1) Did the arbitrator correctly decide his jurisdiction?
- 2) Is the decision of a consensual arbitrator, protected by a privative clause, immune from judicial review, even if patently unreasonable?
- 3) If not, was the arbitrator's decision patently unreasonable in this case?

**RESULT:** Arbitration clause was a limited arbitration clause. Arbitrator did not have jurisdiction to award damages or apply the equitable principle of estoppel. Consensual arbitrators not immune from judicial review if means of reaching result was unreasonable. Results reached within jurisdiction not patently unreasonable.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
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