

**SUPREME COURT OF NOVA SCOTIA**  
**Citation:** Chisholm v. Yuille, 2012 NSSC 297

**Date:** 20120802  
**Docket:** Hfx No. 311195  
**Registry:** Halifax

**Between:**

John Chisholm and Trevor Chisholm

Plaintiffs

v.

Robert Yuille and Charlene Yuille

Defendants

v.

Thomas O. Boyne

Defendant by Third Party

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**Judge:** The Honourable Justice Michael J. Wood

**Heard:** July 24, 2012 in Halifax, Nova Scotia

**Written Decision:** August 2, 2012

**Subject:** Contracts - Agreements to Agree  
Civil Procedure - Enforcement of Settlement Agreements

**Summary:** Counsel for the two defendants negotiated an arrangement for settlement of the litigation and conveyance of an interest in the property under dispute. One of the parties sought an order enforcing the alleged settlement agreement.

**Issue:** Did the exchange of letters between counsel create a binding settlement agreement and, if so, on what terms?

If there was an agreement reached, should the Court issue an order for enforcement?

**Result:** The Court concluded that the correspondence was intended to create a binding contract and was not just an agreement to agree. The requirements of the *Statute of Frauds* were met by the letters signed by counsel. A declaration was issued confirming the binding settlement agreement and its terms.

The Court did not issue an enforcement order under *CPR 10.04(2)(c)* in the absence of evidence that a party would not abide by the terms of the agreement. It retained jurisdiction to issue an enforcement order if necessary.

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