

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** White v. E.B.F. Manufacturing Ltd., 2004 NSSC 152

**Date:** 20040910

**Docket:** SFHD 163572

**Registry:** Halifax

**Between:**

Eric White

Plaintiff/Defendant  
by Counterclaim

vs.

E.B.F. Manufacturing

Defendant/Plaintiff  
by Counterclaim

---

**LIBRARY HEADING**

---

**Judge:** The Honourable Justice Glen G. McDougall

**Heard:** October 6, 7, 14, 15, 16, 17, 20 and 31, 2003 in Halifax, Nova Scotia

**Subject:** Repudiation of contract / calculation of royalties.

**Summary:** The defendant company was incorporated to manufacture and sell a fencing product invented by the plaintiff. A number of agreements were entered into by the parties including a license agreement in which the plaintiff gave the defendant company exclusive right to manufacture and sell his patent-pending / patented invention(s). A dispute between the parties led to a claim for unpaid royalties and a declaration that the license agreement had been repudiated.

**Issue:** (1) Has there been a repudiation of the license agreement by the defendant along with acceptance by the plaintiff?

(2) What is the appropriate method for calculating royalties under the agreements signed by the parties?

**Result:** There has not been a repudiation of the license agreement and if the plaintiff's conduct could be characterized as repudiation then the defendant's conduct did not constitute acceptance. The method for calculating royalties was determined.

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