

IN THE SUPREME COURT OF NOVA SCOTIA

Citation: *NYK Line (Canada) Inc. v. Canapak Seafoods* 2002 NSSC 251

Date: 20021122
Docket: S. H. 170135
Registry: Halifax

Between:

NYK Line (Canada) Inc., a body corporate

Plaintiff

v.

CANAPAK Seafoods, a division of Canadian Crab
Packers Associates Limited, a body corporate

Defendant

Justice David W. Gruchy

Halifax, NS

S.H. 170135

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Judge: The Honourable Justice David W. Gruchy

Heard: November 14 and 15, 2002 in Halifax, Nova Scotia

Subject: Contracts; Carriers; Quantum Meruit; Mitigation

Summary: Defendant authorized delivery of plaintiff's refrigerated container (used for transportation of goods to Japan) to a third party - a fish plant. Fish plant, with defendants' approval, kept container over winter to store bait for following spring. After delay of six months, plaintiff transferred container to another fish plant and billed defendant for detainer charges and damages to container.

Issues:

- 1) Was there a contract?
- 2) If any, what were terms?
- 3) If no recovery under contract, did quantum meruit apply?
- 4) Was defendant liable for damage to container?

Results:

- 1) Essential terms of contract were missing.
- 2) Not applicable.
- 3) Quantum meruit did not apply.
- 4) Defendant liable for damage to container only.

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