

IN THE SUPREME COURT OF NOVA SCOTIA
Citation: Clelland v. eCRM Networks Inc., 2006 NSSC 337

Date: 20061115
Docket: S.H. No. 262120(A)
Registry: Halifax

Between:

Kelly Clelland

Appellant

v.

eCRM Networks Inc.

Respondent

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Judge: The Honourable Associate Chief Justice Deborah K. Smith.

Heard: May 16, 2006 in Halifax, Nova Scotia.

Subject: Employment law. Small Claims Court Appeal.

Summary: The Appellant was hired pursuant to a one year fixed term contract of employment. Part way through the year she was fired for economic reasons. Shortly thereafter, the Appellant returned to work for a previous employer earning \$18.00 less per week than she had been earning with the Respondent. The Appellant sued the Respondent in Small Claims Court for wrongful dismissal. The Small Claims Court adjudicator found that the Appellant had been wrongfully dismissed but reduced her damages by the amount of income that she had earned after returning to work for her previous employer. The Appellant appealed this aspect of the adjudicator's decision.

Issue: Is there is a duty to mitigate damages with a fixed term employment contract?

Result: While the Court did not agree with the reasons given by the adjudicator for his decision, his ultimate conclusion was correct. Accordingly, the Appeal was dismissed.

The Court held that subject to certain exceptions, there is a duty to mitigate with a fixed term employment contract. Nothing in the employment contract

in question relieved the Appellant from that duty. Accordingly, the adjudicator was correct in reducing the Appellant's claim by the amount of money that she had earned after returning to work for her previous employer.

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