

# **Moxon v. 582145 Ontario Inc.**

Between  
John Wayne Moxon, plaintiff, and  
582145 Ontario Inc., Douglas Bagshaw and Susan Eade and The  
Mellows Corporation, defendants/appellants

[\[1997\] O.J. No. 5071](#)

**Ontario Court of Appeal  
Toronto, Ontario  
Catzman, Laskin and Moldaver J.J.A.**

December 15, 1997.  
(2 pp.)

**On appeal from Yates J.**

*Practice — Appeals — Dismissal of appeals — Company law — Sale of shares.*

This was an appeal by the defendants from trial judgment. The trial judge found that there was an oral contract for the purchase of the shares by the appellants from the respondents.

**HELD:** Appeal dismissed. The finding respecting the existence of the oral contract was open to the trial judge. Having regard to the offer to settle and the bad faith of the appellants, the costs order was also appropriate.

**Counsel:**

John S. McNeil, for the appellant.  
P. Griffin and James D. Singer, for the respondent.

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The judgment of the Court was delivered by

¶ 1 **CATZMAN J.A.** (endorsement):— We are of the view that having regard to the history of the relationship between the parties litigation, it was open to the trial judge to find, as he did, that there was a concluded oral contract. For the purchase by the appellants, Bagshaw and Eade of the shares of the respondents, Moxon, in which contract all of the essential terms were agreed, either expressly or by necessary implication. Accordingly, we would not disturb that finding.

¶ 2 We are also of the view that, in the circumstances, having regard to the offer to settle and by the bad faith of the appellant, Bagshaw, as found by the trial judge. The Order respecting costs made by the trial judge should not be disturbed.

¶ 3 The appeal is dismissed with costs.

CATZMAN J.A.

QL Update: 980112  
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