

NOVA SCOTIA COURT OF APPEAL
Citation: *Kerr v. Valley Volkswagen*, 2015 NSCA 7

Date: 20150122
Docket: CA 425085
Registry: Halifax

Between:

Gary Wilfred Kerr

Appellant

v.

2463103 Nova Scotia Limited, carrying on
business as Valley Volkswagen

Respondent

Judge: The Honourable Mr. Justice Jamie W.S. Saunders

Appeal Heard: December 1, 2014, in Halifax, Nova Scotia

Subject: **Wrongful Dismissal. Resignation or Termination. Offer and Acceptance. Resilement. Detrimental Reliance. Credibility.**

Summary: A former parts manager at a car dealership claimed damages for wrongful dismissal. The trial judge dismissed his claim after finding that he had quit and that his employer had accepted his resignation before he had attempted to resile from it and ask for his job back. He appealed, arguing that he was not bound by the ultimatum he had given his employer. He said that even if his words amounted to a resignation, he was entitled to resile from that resignation, unless his employer had acted upon it to its detriment.

Held: Appeal dismissed. The trial judge did not err in his application of the law to the evidence; or in his evaluation of credibility; or in his factual findings and inferences drawn from those facts.

The appellant's submission that the employer could not terminate their employment relationship by merely accepting his resignation, but must instead have done something more to its detriment before the resignation became "effective" was wrong in law. Whether or not a party has relied upon an offer to their detriment is only relevant in cases where the offer has *not* been accepted. Once it has been accepted, the contractual bargain (to terminate the employment relationship) has been struck, and an employer's detrimental reliance upon that resignation is irrelevant.

On the facts as found by the trial judge, the offer (to quit) was accepted prior to it being retracted, and accordingly there was no need to consider the employer's reliance (to its detriment). The employer's acceptance of the appellant's valid offer of resignation was sufficient to bring their employment relationship to a close.

This information sheet does not form part of the court's judgment. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 8 pages.