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### **THE LAW OF DISMISSAL IN CANADA, THIRD EDITION**

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**Release No. 11, December 2025**

#### **What's New in this Update:**

This release includes updates to case law and commentary in Chapters 10 (Mitigation), 11 (Employment Contracts), 14 (Employer's Strategies) and 15 (Legal Issues Arising During the Litigation Process).

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## Highlights

- **Employment Contracts — Term of Contract; Remuneration Provisions — Term of Contract** — *Hebert v. Colin’s Mechanical Service Ltd.*, 2025 MBKB 87 — Manitoba Court of King’s Bench upheld termination clause in a fixed-term employment contract that limited the employee’s entitlements to statutory notice under the *Employment Standards Code* — language allowing termination “at any time” with notice “in accordance with” the Code clearly communicated the parties’ intention to replace both common law reasonable notice and the employee’s right to payment for the unexpired term — relying on *Egan v. Harbour Air Seaplanes LLP*, 2024 BCCA 222, the court held the clause was sufficiently clear to rebut common law presumptions — court also rejected both parties’ attempts to introduce evidence of subjective intentions, negotiations, or post-contract conduct, emphasizing that such evidence falls outside the permissible scope of “surrounding circumstances” under *Sattva*.
- **Legal Issues Arising During the Litigation Process — Pleadings** — *Habash v. St. Clair College of Applied Arts and Technology*, 2025 ONSC 1441 — “the cause of action for inducing breach of contract [against the defendant’s former president] can be improved by further amendment of the Claim, and leave is granted. The claim in unlawful interference with contractual relations, however, cannot be saved with further amendment. The claim for unlawful interference with contractual relations is therefore struck without leave to amend ... the facts as pleaded in the Claim at least raise a triable issue as to whether the exception in *Said v. Butt* applied to the facts of this case and disclose a reasonable cause of action in defamation and/or injurious falsehood and inducing breach of contract. The claim against [the defendant’s former president] should not be precluded at this stage. I am satisfied that the test to withstand a motion to strike is met.”

## ProView Developments

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