Indexed as:

United Technologies Corp. (c.o.b. Pratt & Whitney) v. Platform Computing Corp.

Between
United Technologies Corporation carrying on business as Pratt & Whitney and Pratt & Whitney Canada Inc.
plaintiffs/appellants), and
Platform Computing Corporation, Platform Computing Inc., Songnian Zhou, Ming Xu and Jingwen Wang
(defendants/respondents)

[**1999**] **O.J. No. 4490**

127 O.A.C. 172

Docket No. C29471

Ontario Court of Appeal
Toronto, Ontario

Finlayson, Moldaver and Sharpe JJ.A.

Heard: October 5, 1999.
Judgment: November 29, 1999.

(3 paras.)

On appeal from the order of Wilkins J. dated March 5, 1998.

Counsel:

Ronald J. Walker and Bruce C. Treichel, for the appellants.
Robert H.C. MacFarlane and Scott Pundsack, for the respondents.

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1 THE COURT (endorsement):-- In the last analysis, the respondents appear to have conceded that the order in appeal dismissing the claims in respect of breach of fiduciary duty and breach of contract set out in the appellants' statement of claim is too broadly drawn.

2 While the evidence of a breach of one of the contracts (NASA) is tenuous at best, there is some evidence of breaches of other contracts. More important, the history of the relationship between the parties is clearly relevant to the causes of action which survived the motion before the motions judge and it appears to us to be inappropriate for this court to fine tune the proceedings when the large issues are going to go to trial in any event.

3 Accordingly, the appeal is allowed to the extent of restoring the two causes of action which were struck down by the motions judge. In all of the circumstances, we feel that the costs of this appeal and the motion below should be reserved and disposed of in the cause.

FINLAYSON J.A.
MOLDAVER J.A.
SHARPE J.A.