

NOVA SCOTIA COURT OF APPEAL  
Cite as: **Housser v. Howard, 1995 NSCA 22**

Matthews, Jones and Pugsley, J.J.A.

**BETWEEN:**

BLAKE HOUSSER	)	Raymond F. Wagner
	)	for the Appellant
	)	
Appellant	)	
	)	
- and -	)	
	)	Michael S. Ryan, Q.C.
	)	for the Respondent
BRIAN HOWARD and EILEEN HOWARD	)	
	)	
	)	Appeal Heard:
Respondent	)	February 1, 1995
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	)	
	)	Judgment Delivered:
	)	February 1, 1995
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**THE COURT:** Appeal dismissed with costs of \$1200.00 plus disbursements per oral reasons for judgment of Matthews, J.A.; Jones and Pugsley, J.J.A. concurring.

The reasons for judgment of the Court were delivered orally by:

MATTHEWS, J.A.:

Before a judge of the Supreme Court, the respondent, Eileen Howard, claimed indemnification for damages she paid under an urea formaldehyde foam insulation warranty on the sale of her home. The appellant was the real estate agent involved in that sale. The trial judge concluded that both the respondent and the appellant were contributorily negligent, dividing liability 75/25 in favour of the respondent.

The trial judge heard the matter on June 21, 1994 and filed the decision on July 6, 1994. The thrust of the respondent's claim was for negligence in the appellant's representation of her in his capacity as her agent. For the purposes of this appeal, there is no need to discuss the facts surrounding the issues in any detail. There are several conflicts in the testimony of the appellant and the respondent which the trial judge determined in favour of the respondent.

We have reviewed all of the material placed before us and have heard argument of counsel. It is our unanimous opinion that the appeal is dismissed. The respondent shall have her costs on appeal which we set at \$1200.00 plus disbursements.

J.A.

Concurred in:

Jones, J.A.

Pugsley, J.A.

