

**NOVA SCOTIA COURT OF APPEAL**

**Citation:** *Savoury v. Nova Scotia (Attorney General)*, 2013 NSCA 36

**Date:** 20130320

**Docket:** CA 389970

**Registry:** Halifax

**Between:**

George Savoury

Appellant

v.

The Attorney General of Nova Scotia representing  
Her Majesty The Queen in Right of the Province of Nova Scotia

Respondent

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**Judge:** The Honourable Justice Duncan R. Beveridge

**Appeal Heard:** November 22, 2012

**Subjects:** Contract of employment; negligent misrepresentation

**Summary:** The appellant sued his employer, claiming that he was promised that his years of pensionable service as an employee in Newfoundland's civil service would be transferred on par to Nova Scotia's pension plan. When the transfer occurred in 1989 he was advised that he would have to contribute almost a year's salary to be credited with the equivalent pensionable service. The suit was grounded on an allegation of breach of contract and negligent misrepresentation. The trial judge dismissed the claims on the merits, and also concluded that the *Limitation of Actions Act*, R.S.N.S. 1989, c. 258 barred the claims.

**Issues:** Did the trial judge err in finding: no breach of contract; no negligent misrepresentation by omission; and that the claims were barred by the *Limitation of Actions Act*.

**Result:** The appellant had the burden of establishing the necessary elements of the causes of action he alleged against the respondent. The trial judge was not satisfied a verbal representation had been made amounting to a term of the appellant's contract of employment that he would be entitled to transfer his pensionable service under the Newfoundland pension plan to the Nova Scotia plan without cost; nor was he satisfied that the appellant was the victim of negligent misrepresentation which caused him to request the transfer of the value of his Newfoundland pension. The trial judge made no legal error or any palpable and overriding error of fact or of mixed law and fact in coming to these conclusions. Accordingly the appeal is dismissed with costs.

*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 30 pages.*