

IN THE SUPREME COURT OF NOVA SCOTIA

**Citation:** Sable Offshore Energy Inc. v. Ameron International Corporation,  
2008 NSSC 250

**Date:** 20080827

**Docket:** SH 220343

**Registry:** Halifax

**Between:**

**Sable Offshore Energy Inc.**, as agent for and on behalf of the Working Interest Owners of the **Sable Offshore Energy Project, Exxonmobil Canada Properties, Shell Canada Limited, Imperial Oil Resources, Mosbacher Operating Ltd.**, and **Pengrowth Corporation; Exxonmobil Canada Properties** as operator of the **Sable Offshore Energy Project**

Plaintiffs

and

**Ameron International Corporation; Ameron (UK) Limited; Ameron B.V.; Allcolour Paint Limited; Amercoat Canada; Rubyco Ltd.; Danroh Inc.; Serious Business Inc.; Barrier Limited; Parker Brothers Contracting Limited; RKO Steel Limited; Cherubini Metal Works Limited; Comstock Canada Ltd.; Adam Clark Company Ltd.; A.B. Mechanical Limited; A & G Crane Rentals Limited** carrying on business as **A & G Crane Limited; A.M.L. Painting Limited; Argo Protective Coatings Incorporated; Allsteel Coating Limited; Mills Painting & Sandblasting Limited**

Defendants

and

**Amec E & C Services Limited**, successor to Agra Monenco Inc., in their own right, **Kellogg Brown & Root**, a division of Haliburton Group Canada Inc. and **Amec Black & McDonald Limited** operating as BMS Offshore, successor to BMS Offshore Limited, in their own right and/or collectively operating as BBA, a joint venture

Third Parties

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**Judge:** The Honourable Justice Suzanne M. Hood

**Heard:** May 27, 2008 in Halifax, Nova Scotia

**Written Decision:** August 27, 2008

**Subject:** Summary judgment; contract interpretation; Builder's All-Risk Insurance

**Summary:** AML Painting Limited and RKO Steel Limited, two of the parties in the Sable Offshore Enterprises Inc. litigation make application for summary judgment or alternative remedies. SOEI obtained Builder's All-Risk Insurance. AML and RKO say it covers SOEI's claims against them.

**Issue:**

1. Should RKO or AML, or either, have summary judgment or partial summary judgment, or
2. Alternatively, should AML have an order limiting the scope of damages recoverable "to the part of the loss, if any, that was not covered" under the Builder's All Risk policy;
3. Alternatively, should SOEI defend and indemnify RKO with respect to crossclaims against RKO.

**Result:** Summary judgment and alternative remedies not granted. No material facts in dispute but SOEI has a real chance of success vs. AML. Summary judgment not available to RKO.

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