

IN THE SUPREME COURT OF NOVA SCOTIA

[cite as Goudey v. Malone et. al. 2003NSSC257]

2003NSSC257

S.Y.6361

BETWEEN:

CHRISTOPHER GOUDEY and PAULA GOUDEY

PLAINTIFFS

- and -

**CATHY MARIE MALONE, COLBY TODD BRANNEN,
RED KNIGHT ENTERPRISES (1987) LIMITED and KEYAN NOBLE**

DEFENDANTS

- and -

**KEYAN NOBLE, MATTHEW DOUGLAS MALONE and
CGU INSURANCE COMPANY OF CANADA, a body corporate**

THIRD PARTIES

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Judge: The Honourable Justice Charles E. Haliburton
Heard: December 10, 11, 2003 at Digby, Nova Scotia
Written Decision: December 29, 2003
Subject: Insurance, obligations of insurer to defend owners' implied consent to drive
Summary: Owner insured car for use of husband and son. Son permitting friend to drive. Insurer denying liability on behalf of owner (mother). Did driver have consent? Insurance Act s. 114, Motor Vehicle Act s. 2 and s. 248. Owner/insurer unable to displace statutory onus.

THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.

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