

**CASE NO.**

**VOL. NO.**

**PAGE NO.**

**IN THE SUPREME COURT OF NOVA SCOTIA**

**BETWEEN:**

**MARKETING CONCEPTS GROUP INSURANCE  
AGENCIES INC., a body corporate**

**PLAINTIFF/  
APPLICANT**

**- and -**

**SEAWAY LIFE INSURANCE SERVICES LIMITED,  
a body corporate, JOHN CAMPBELL and JANICE  
CAMPBELL**

**DEFENDANTS/  
RESPONDENTS**

**Justice C. Richard Coughlan**

**Halifax, Nova Scotia**

**S.H. No. 173653**

[Cite as: Marketing Concepts Group Insurance Agencies Inc. v. Seaway Life Insurance Services Ltd,  
2001 NSSC 160]

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**HEARD:** At Halifax, Nova Scotia, before the Honourable Justice C. Richard Coughlan, on November 6th, 2001

**DECISION:** November 7th, 2001 (Orally)

**WRITTEN  
RELEASE:** November 13th, 2001

**SUBJECT:** Injunctions - Interlocutory or Interim Injunctions - Circumstances when Injunction will issue.

**SUMMARY:** Marketing Concepts Group Insurance Agencies Inc. (MCG) is a well-known managing general agency in Ontario. It wished to expand into the Atlantic Provinces. MCG entered into an arrangement with Seaway Life Insurance Services Limited (Seaway), a well-known regional managing general agency, to establish a managing general agency in the Atlantic Provinces in which MCG and Seaway would have 50% interest. The new company was called Marketing Concepts Group Atlantic Inc. or MCG Atlantic. For many reasons, the merger failed and problems arose with regard to the division of the assets between MCG and Seaway. The present action was commenced.

**ISSUE:** Has the test for an interlocutory injunction been met in this case?

**RESULT:** The test to be used on an application for interlocutory injunctions was set out in **RJR - Macdonald Inc. v. Canada (Attorney-General) et al.:**

- 1) Is there a serious issue to be tried?
- 2) Will the applicant suffer irreparable harm if the application were refused?
- 3) Assessment of which party suffered greater harm from the granting or refusal of the injunction pending the final determination.

There are serious issues to be tried, MCG may suffer irreparable harm by the improper use of the name, MCG Atlantic, and the balance of convenience was in favour of granting injunction on the use of the name, MCG Atlantic. An injunction was granted concerning the use of the name, MCG Atlantic, but not the injunction that was originally sought by MCG.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
QUOTES MUST BE FROM THE DECISION, NOT THIS COVER SHEET.***