

SUPREME COURT OF NOVA SCOTIA

Citation: *Intact Insurance Company v. Baxter Trucking Ltd.*, 2018 NSSC 23

Date: 20180205

Docket: AMH No. 432061

Registry: Amherst

Between:

Intact Insurance Company, subrogated
to the rights of Cumberland Early Intervention Program
and Beaton Blaikie Barristers & Solicitors

Plaintiffs

v.

Baxter Trucking Limited

Defendant

Docket: AMH No. 428289

Between:

Walmer Inc.

Plaintiff

v.

Baxter Trucking Limited and Doug Richard

Defendants

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Judge: The Honourable Justice Mona M. Lynch

Heard: December 6, 2017 in Amherst, Nova Scotia

Written Decision: February 5, 2018

Subject: *CPR 12.02* Question of Law

Summary: In August 2012, the defendants were contracted by the Amherst Fire Department to assist with an active fire in the Municipality. During the demolition of the building on fire, the wall collapsed and damaged the adjoining building owned by one plaintiff and leased by the other plaintiffs.

Issues: Based on the facts agreed to herein, are either or both of the Defendants Baxter Trucking Limited and Doug Richard immune from tort liability for the claims alleged in the Actions, pursuant to s. 297(5) of the *Municipal Government Act*, SNS 1998, c. 18?

Result: Baxter Trucking and Doug Richard were acting under the direction or authority of an officer in charge, the deputy chief of the AFD, who was exercising powers conferred by s. 297 of the Act. Based on the facts agreed to, both of the Defendants, Baxter Trucking Limited and Doug Richard, are immune from tort liability for the claims alleged in the Actions, pursuant to s. 297(5) of the *Municipal Government Act*, SNS 1998, c. 18.

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