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REMEDIES IN TORT Klar Release No. 12, December 2024
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This five-volume national work provides thorough coverage of the law relating to recovery in tort actions in Canada. The first three volumes focus on specific torts while the fourth volume covers substantive and procedural issues common to all tort litigation. The first volume also includes the Master Table of Contents. The final volume includes a Table of Cases, and a comprehensive index.

What's New in This Release

The release features updates to Chapter 6 (Defamation), Chapter 7 (False Imprisonment), Chapter 10 (Intentional Infliction of Nervous Shock), Chapter 16 (Negligence (General)), Chapter 19 (Negligence (Special)), Chapter 27 (Developing Torts), Chapter 28 (Public Authorities), Chapter 29 (Liability), Chapter 30 (Damages), and Chapter 32 (Parties)

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Highlights

– **Elements of Cause of Action, 10:7 Resulting Harm, Additional Authorities:** In *Derenzis v. Gore Mutual et al*, 2024 ONSC 5367, 2024 CarswellOnt 14711, the Plaintiff was catastrophically injured when she was hit by pick-up truck. She commenced action against driver of pick-up and against her insurer in respect of her claim for statutory accident benefits. As against the insurer, the plaintiff asserted a series of claims including intentional infliction of emotional distress related to the insurers’ ongoing harassment of the plaintiff including non-covert continual surveillance and demand for unreasonable and unnecessary medical examinations both of which were aimed at pressuring the plaintiff to withdraw her claims and were inconsistent with the insurer’s regulatory obligations. The motion judge allowed the claim to proceed as it is possible that the insurer abused their statutory powers to intimidate the plaintiff into abandoning her claim and plaintiff suffered harms as a result.

– **Causation, 16:30 Material Contribution, Additional Authorities:** In *Plante v. Administrator of the Motor Vehicle Accident Claims Act*, 2024 ABCA 156, 2024 CarswellAlta 1329, the plaintiff driver was travelling on highway at night and saw a car parked at side of road with hazards on. The driver slowed anticipating a pedestrian on highway but still hit and killed the driver of parked car who had run out of gas and was attempting to flag down assistance. The plaintiff developed PTSD and sued the estate of individual killed, estate default and Administrator defended claim alleging a break in chain of causation as between injury suffered by plaintiff and deceased use of her vehicle. The trial judge held that there is a clear chain of causation between the deceased ordinary use of her vehicle at scene and her actions on the highway; as “motorists looking for assistance after running out of fuel are within the expectation of users of a highway” as she was attempting to secure assistance in order to continue to use her vehicle rather than abandoning it; this reasoning was upheld on appeal.

– **Statements, Elements of Action, 19:9 Loss, Additional Authorities:** In *Zhang v. Primont Homes (Caledon) Inc.*, 2024 ONCA 622, 2024 CarswellOnt 12407, the plaintiffs entered into agreement of purchase and sale for development of house in particular location as represented by real estate broker. The plaintiffs subsequently discover that the development is 3 kilometres away. The trial judge was correct in finding that plaintiffs would not have signed the agreement and paid deposit if they had known the property’s actual location. The plaintiffs entitled to return of deposit plus interest.