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NOVA SCOTIA ANNOTATED RULES OF PRACTICE

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This publication provides a range of materials that will assist a busy Nova Scotia litigator: Annotated *Judicature Act*, Annotated *Rules of Practice (2009)*, Forms, Tariffs, Annotated Related Legislation, Issues in Focus, Rule Cross References Table, Time Limitation Table, Practice Memoranda and Additional Reference Material. It has also retained the Annotated *Nova Scotia Civil Procedure Rules (1972)* as an historical reference.

What's New in this Update

This release includes updates to Chapter 2 (Nova Scotia Civil Procedure Rules (2009)) and Appendix WP (Words and Phrases).

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Highlights

- **Nova Scotia Civil Procedure Rules (2009) — Civil Proceedings — Rule 4 — Action — Annotations** — The plaintiff sought to adjourn her jury trial scheduled for April 2025 in Halifax, citing the need for additional preparation time. The plaintiff, who was an Ontario resident, had filed a lawsuit in 2016 alleging personal injuries from a slip and fall at the defendant’s premises in 2014. The date assignment conference (DAC) in September 2022 had set a finish date of January 3, 2025. However, complications arose when plaintiff’s legal representation changed in late 2024, leading to the adjournment motion. The governing law, which was Civil Procedure Rule 4.20, required consideration of the prejudice to the parties, and the public interest when seeking an adjournment after the Finish Date. The plaintiff argued that proceeding without an economic loss report, deemed crucial to her case, would be highly prejudicial. Her new counsel, retained in November 2024, needed more time to prepare, as the report could not be procured before June 2025. In addition, the plaintiff was unwilling to forego her right to a jury trial, while the defendant was open to a judge-alone trial. The defendant submitted that any prejudice to the plaintiff was self-inflicted due to her lack of diligence over the years. The defendant argued that the plaintiff’s current counsel had five months to prepare, and her previous counsel had eight years. The defendant also highlighted potential prejudice to it, including increased costs, inconvenience to witnesses, and the risk of eroding memories. The plaintiff’s motion was granted: *MacIntyre v. 2166439 Nova Scotia Limited (Halliburton House Inn)*, 2025 CarswellNS 181, 2025 NSSC 77, [2025] N.S.J. No. 89 (N.S. S.C.).
- **Appendix WP — new term — § WP:4.50 ACCEPTED** — The plaintiffs say the French version uses “accepted” not “agreed.” I do not accept or agree that there is plainly a difference in the two [English and French] versions [of R. 24.02(1)(a) of *Court of King’s Bench Rules*, M.R. 553/88], and the plaintiffs submitted no translation resources in support of their assertion. Regardless, even if this section can mean “expressly accepted the delay,” I am not satisfied that this is materially different from “expressly agreed to the delay.” Either way, the agreement or acceptance must be express. I disagree with the plaintiffs’ assertion that the language of “accepted” allows for acquiescence with respect to any delay. That ignores the word “expressly” which exists in both English and French: *Governo et al v. Governo et al*, 2025 CarswellMan 225, 2025 MBKB 82.

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