

**SUPREME COURT OF CANADA**

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| **Citation:** Montréal (City) *v.* Dorval, 2017 SCC 48, [2017] 2 S.C.R. 250 | **Appeal Heard:** February 23, 2017  **Judgment Rendered:** October 13, 2017  **Docket:** 36752 |

Between:

City of Montréal

Appellant

and

Nousla Dorval, Nouslaine Dorval and Jolène Bien-Aimée

Respondents

**Official English Translation**

**Coram:** McLachlin C.J. and Abella, Moldaver, Wagner, Gascon, Côté and Brown JJ.

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| **Reasons for Judgment:**  (paras. 1 to 57) | Wagner J. (McLachlin C.J. and Abella, Moldaver and Gascon JJ. concurring) |

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| **Joint Dissenting Reasons:**  (paras. 58 to 102) | Côté and Brown JJ. |

Montréal (City) *v.* Dorval, 2017 SCC 48, [2017] 2 S.C.R. 250

City of Montréal Appellant

v.

Nousla Dorval,

Nouslaine Dorval and

Jolène Bien‑Aimée Respondents

**Indexed as:** Montréal (City) ***v.*** Dorval

2017 SCC 48

File No.: 36752.

2017: February 23; 2017: October 13.

Present: McLachlin C.J. and Abella, Moldaver, Wagner, Gascon, Côté and Brown JJ.

on appeal from the court of appeal for quebec

*Prescription — Civil liability — Municipalities — Bodily injury — Indirect victim — Victim murdered by her former spouse after having reported death threats she had received from him to police of municipality — Members of victim’s family bringing action in damages on their own behalf against municipality for negligence because of failure of its police to act — Whether family members’ action is “based on obligation to make reparation for bodily injury caused to another” within meaning of art. 2930 of Civil Code of Québec — Whether members of victim’s family may avail themselves of three‑year general law prescriptive period provided for in Code — Civil Code of Québec, arts. 2925, 2930.*

*Municipal law — Civil liability — Prescription — Bodily injury — Indirect victim — Victim murdered by her former spouse after having reported death threats she had received from him to police of municipality — Members of victim’s family bringing action in damages on their own behalf against municipality for negligence because of failure of its police to act — Motion to dismiss arguing that action was prescribed on ground that family members had not suffered “bodily injury” within meaning of art. 2930 of Civil Code of Québec — Whether three‑year general law prescriptive period provided for in Code prevails over six‑month period provided for in Cities and Towns Act — Civil Code of Québec, arts. 2925, 2930 — Cities and Towns Act, CQLR, c. C‑19, s. 586.*

In October 2010, D was murdered by her former spouse. In October 2013, members of D’s immediate family sued the City of Montréal in its capacity as principal of the police officers whose negligence had allegedly contributed to D’s death in that they had failed to take appropriate action to adequately ensure her safety. The family members sought damages personally for moral and material injuries (*solatium doloris*, funeral expenses and loss of emotional support). The City countered their action with a motion to dismiss, arguing that the action was prescribed under s. 586 of the *Cities and Towns Act*, which provides that every action against a municipality is prescribed by six months from the day on which the cause of action accrued.

The trial judge concluded that the family members’ action was prescribed under s. 586 of the *Cities and Towns Act* because they had not themselves suffered any interference with their physical integrity, that is, any “bodily injury”. They therefore could not avail themselves of art. 2930 of the *Civil Code of Québec* (“C.C.Q.”), under which the three‑year general law prescriptive period would apply. The Court of Appeal held that the action was not prescribed. In the words of art. 2930 C.C.Q., the family members’ action was indeed “based on the obligation to make reparation for bodily injury caused to another”.

*Held* (Côté and Brown JJ. dissenting): The appeal should be dismissed.

*Per* McLachlin C.J. and Abella, Moldaver, Wagner and Gascon JJ.: The action is not prescribed. For the purposes of the application and interpretation of art. 2930 C.C.Q., any civil liability action instituted to claim reparation for the direct and immediate consequences of interference with a person’s physical integrity must be based on the obligation to make reparation for bodily injury caused to another. The words “where an action is based on the obligation to make reparation for bodily injury caused to another” in art. 2930 C.C.Q. require that the court characterize the basis for the action in order to determine whether that article applies to a particular case. The basis for the action corresponds here to the wrongful act that gave rise to interference with the victim’s physical integrity. This interpretation has neither as its purpose nor as its effect to turn a moral or material injury into a bodily injury. When the term “bodily injury” is used in the Code, it necessarily refers to interference with a person’s physical integrity. However, wrongful interference, whether bodily, material or moral in nature, remains the basis for the civil liability action. For the purposes of art. 2930, it is the nature of the initial interference rather than the head of damages being claimed that results in the injury being characterized as “bodily injury” and that constitutes the source or basis of the action. Any victim of wrongful interference with his or her physical integrity and any other victim who also suffers immediate and direct consequences of that interference will be able to claim damages for their pecuniary or non‑pecuniary losses under heads alleged in an action based on that same wrongful interference.

This interpretation of the words of art. 2930 C.C.Q. is consistent with the legislature’s intention. Article 2930 is one of a set of legislative provisions that were enacted to better protect the integrity of the person and to ensure full compensation for those whose personal integrity has been interfered with. It is the right to physical integrity that corresponds to the interest the legislature is seeking to protect, which necessarily encompasses the right to reparation for all immediate and direct consequences that flow from such interference with physical integrity. The result of this is that all victims who suffer direct and immediate consequences of the same wrongful interference must have the same period of extinctive prescription to institute their actions. This large and liberal interpretation of art. 2930 is thus a solution that is both consistent and fair, one that can facilitate access to justice for victims.

In this case, the family members’ civil liability action is based on D’s death, which allegedly resulted from the wrongful act of the City of Montréal, namely the inaction of its police officers. It is thus claimed that the City has an obligation to make reparation for the interference with physical integrity it allegedly caused to D, as well as for all pecuniary and non‑pecuniary consequences suffered by the family members that are a direct and immediate result of that interference. The three‑year prescriptive period applies to the family members’ action, which was therefore not prescribed at the time it was filed.

*Per* Côté and Brown JJ. (dissenting): The action is prescribed. The members of D’s family may not avail themselves of the three‑year prescriptive period under art. 2930 C.C.Q., given that they have not themselves suffered bodily injury as a result of D’s death. This conclusion is based on decisions in which the Court clearly held that although the concept of bodily injury is flexible, an action based on bodily injury must arise out of interference with the physical integrity of the person claiming compensation.

Nor is it possible for the family members to avail themselves of the exception provided for in art. 2930 C.C.Q. on the basis that the source of their action is D’s bodily injury. The injury must be characterized in terms of its consequences, not its source. The contrary position has the effect of conflating two distinct elements that are necessary for any right of action to exist in civil liability, namely fault and injury. It also leads to an artificial characterization of bodily injury that would introduce confusion into Quebec civil law. An injury that is not bodily injury cannot be transformed into bodily injury in this way simply on the basis that it has been occasioned by an initial bodily injury. In this case, the action is based on the obligation to make reparation for moral and material injuries the family members allege they have suffered, and not on the obligation to make reparation for bodily injury suffered by a third party. The words of art. 2930 C.C.Q. are clear: the article applies only “where an action is based on the obligation to make reparation for bodily injury”. The obligation to make reparation concerns bodily injury suffered by the plaintiff, and not any other types of injury that third parties may have suffered as a result of the same fault. Although the legislature did intend to protect the right to physical integrity, nothing in the words of art. 2930 supports the suggestion that it encompasses the right to reparation for all consequences that flow from such interference with physical integrity.

If the legislature had intended to protect victims of moral or material injury in the same way as victims of bodily injury, it would have expressly extended the scope of art. 2930 C.C.Q. as it did in other provisions of the Code. The clear language of art. 2930 cannot be disregarded. Consistency of provisions respecting prescriptive periods is the prerogative of the legislature and should not be subject to general policy preferences of the courts.

**Cases Cited**

By Wagner J.

**Applied:** *Montréal (Ville) v. Tarquini*, [2001] R.J.Q. 1405; **distinguished:** *Schreiber v. Canada (Attorney General)*, 2002 SCC 62, [2002] 3 S.C.R. 269; *Kazemi Estate v. Islamic Republic of Iran*,2014 SCC 62, [2014] 3 S.C.R. 176; **referred to:** *Andrusiak v. Montréal (Ville)*, [2004] R.J.Q. 2655; *Islamic Republic of Iran v. Hashemi*, 2012 QCCA 1449, [2012] R.J.Q. 1567; *Cinar Corp. v. Robinson*, 2013 SCC 73, [2013] 3 S.C.R. 1168; *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27; *Doré v. Verdun (City)*, [1997] 2 S.C.R. 862; *Regent Taxi and Transport Co. v. Congrégation des Petits Frères de Marie*, [1932] A.C. 295; *Lepage v. Méthot*, [2003] R.J.Q. 861; *Fils‑Aimé v. Montréal (Ville)*, 2003 CanLII 19812; *Gasse v. Québec (Ville)*, 2004 CanLII 4468; *Tremblay v. Lapointe*, [2004] R.R.A. 854; *Arcand v. Beaumier*, 2012 QCCS 2667; *Harvey v. Trois‑Rivières (Ville)*, 2006 QCCS 3192.

By Côté and Brown JJ. (dissenting)

*Gauthier v. Beaumont*, [1998] 2 S.C.R. 3; *Schreiber v. Canada (Attorney General)*, 2002 SCC 62, [2002] 3 S.C.R. 269; *Kazemi Estate v. Islamic Republic of Iran*, 2014 SCC 62, [2014] 3 S.C.R. 176, aff’g 2012 QCCA 1449, [2012] R.J.Q. 1567; *Montréal (Ville) v. Tarquini*, [2001] R.J.Q. 1405; *Canadian Broadcasting Corp. v. SODRAC 2003 Inc.*, 2015 SCC 57, [2015] 3 S.C.R. 615; *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27; *Regent Taxi and Transport Co. v. Congrégation des Petits Frères de Marie*, [1932] A.C. 295; *Doré v. Verdun (City)*, [1997] 2 S.C.R. 862; *Lepage v. Méthot*, [2003] R.J.Q. 861.

**Statutes and Regulations Cited**

*Charter of human rights and freedoms*, CQLR, c. C‑12, s. 1.

*Charter of the city of Montreal, 1960*, S.Q. 1959‑60, c. 102, arts. 1090, 1092.

*Cities and Towns Act*, CQLR, c. C‑19, s. 586.

*Civil Code of Lower Canada*, art. 1053.

*Civil Code of Québec*, arts. 3, 10, 1457, 1474, 1607, 1609, 1614, 1615, 2925, 2930.

*Code civil* (France), art. 2226.

*Interpretation Act*, CQLR, c. I‑16, ss. 41, 41.1.

*State Immunity Act*, R.S.C. 1985, c. S‑18, s. 6.

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APPEAL from a judgment of the Quebec Court of Appeal (Vézina, Savard and Schrager JJ.A.), 2015 QCCA 1607, [2015] AZ‑51220061, [2015] J.Q. no 9782 (QL), 2015 CarswellQue 9409 (WL Can.), setting aside a decision of Nantel J., 2014 QCCS 4590, [2014] AZ‑51112017, [2014] J.Q. no 10528 (QL), 2014 CarswellQue 10054 (WL Can.). Appeal dismissed, Côté and Brown JJ. dissenting.

Pierre Yves Boisvert, for the appellant.

Ronald Silverson, François Joubert and Andrée‑Ann Robert, for the respondents.

English version of the judgment of McLachlin C.J. and Abella, Moldaver, Wagner and Gascon JJ. delivered by

Wagner J. —

1. Overview
2. In Quebec civil law, court actions have always been subject to prescriptive periods that vary in length depending on the nature of a case or the identities of the parties.
3. In the most recent reform of the *Civil Code of Québec* (“C.C.Q.” or “*Code*”), the legislature aimed to simplify the rules on the prescription of actions by harmonizing them and thereby promoting access to justice. Such rules are essential in a democratic society that wishes to preserve public order, sanction the negligence of creditors or ensure social peace (C. Gervais, *La prescription* (2009), at pp. 4‑5). These are some of the purposes behind the obligation imposed on litigants to act and to bring an action within a specific period, without which they will no longer be able to obtain a remedy.
4. This appeal concerns a conflict between, on the one hand, the application of an exceptionally short prescriptive period of six months to actions against a municipality under the *Cities and Towns Act*, CQLR, c. C‑19 (“C.T.A.”), and, on the other, the interpretation of art. 2930 C.C.Q., under which the three‑year general law prescriptive period provided for in art. 2925 C.C.Q. applies where an action in damages is “based on the obligation to make reparation for bodily injury caused to another”. When art. 2930 C.C.Q. applies, it precludes, *inter alia*, the application of the six‑month prescriptive period provided for in s. 586 C.T.A.
5. Background
6. In October 2010, Maria Altagracia Dorval was murdered by her former spouse. During the weeks before that, Ms. Dorval had complained in vain to the City of Montréal (“City”) police after receiving death threats from her former spouse. The respondents, who are members of Ms. Dorval’s immediate family (“family members”), argue that the police failed to take appropriate action to adequately ensure Ms. Dorval’s safety.
7. In October 2013, the family members sued the City in its capacity as principal of the police officers whose negligence had allegedly contributed to Ms. Dorval’s death. They sought damages personally for *solatium doloris*, funeral expenses and loss of emotional support. The City countered their action with a motion to dismiss, arguing that the action was prescribed under s. 586 C.T.A., which provides that every action against a municipality is prescribed by six months from the day on which the cause of action accrued. The City contended that the family members had not themselves suffered any interference with their physical integrity, that is, any “bodily injury”, and therefore could not avail themselves of art. 2930 C.C.Q. In response, the family members argued that their action was based on the City’s obligation to make reparation for bodily injury caused to the deceased, Ms. Dorval, and that the action was therefore prescribed by three years.
8. The Superior Court granted the motion to dismiss based on prescription of the action, but the Quebec Court of Appeal reversed that decision. The City urges us to reject the interpretation of art. 2930 C.C.Q. that has been endorsed by most of the authors and by the courts since the 1994 reform of the *Code*. For the reasons that follow, I am unable to do so. I will explain why.
9. Judicial History
   1. Superior Court (2014 QCCS 4590)
10. The Quebec Superior Court judge granted the motion to dismiss on the basis that the family members’ action was prescribed under s. 586 C.T.A. She therefore rejected their main argument that the cause of action was governed by a three‑year prescriptive period by virtue of art. 2930 C.C.Q.
11. The judge put the issue as follows: [translation] “. . . absent any interference with the indirect collateral victims’ own integrity (physical or psychological), can the injury suffered by them be characterized as bodily injury merely because the direct victim, in this case Ms. Dorval, suffered bodily injury?” (para. 10 (CanLII)).
12. After considering the reasons of the minority of the Quebec Court of Appeal in *Montréal (Ville) v. Tarquini*, [2001] R.J.Q. 1405, and the decisions in *Andrusiak v. Montréal (Ville)*, [2004] R.J.Q. 2655 (C.A.), in *Islamic Republic of Iran v. Hashemi*, 2012 QCCA 1449, [2012] R.J.Q. 1567, and in *Schreiber v. Canada (Attorney General)*, 2002 SCC 62, [2002] 3 S.C.R. 269, the judge concluded that the respondents, as indirect victims, could not avail themselves of art. 2930 C.C.Q., because they had not themselves suffered any bodily injury as a result of Ms. Dorval’s death. Rather, they had suffered moral and material injury, an action which was prescribed by six months from Ms. Dorval’s death. Their action was therefore out of time and prescribed.
    1. Court of Appeal (2015 QCCA 1607)
13. Vézina, Savard and Schrager JJ.A. allowed the appeal and dismissed the motion to dismiss.
14. Vézina J.A., writing for the court, began by noting that what was determinative was the interpretation of the words “an action . . . based on the obligation to make reparation for bodily injury caused to another” in art. 2930 C.C.Q., and not just that of the expression “bodily injury” to which, in his view, the trial judge had limited herself.
15. The Court of Appeal noted that the obligation referred to in the words in question is defined in art. 1457 C.C.Q., which, unlike art. 1053 of the *Civil Code of Lower Canada*, its predecessor, speaks of an “injury” rather than of “damage”. However, this change had not substantively altered the applicable law; in reality, the new provision had codified the existing law. Moreover, the majority in *Tarquini* had established the proper approach for the interpretation of art. 2930 C.C.Q.
16. The Court of Appeal stated that it was necessary to characterize the injury suffered by the members of the deceased person’s family on the basis of its source rather than of its nature before finding that they were victims of the bodily injury caused to her. The moral or material injury they had suffered was merely a consequence of their family member’s death, which remained the source of the injury. Therefore, in the words of art. 2930 C.C.Q., the family members’ action was indeed based on the obligation to make reparation for bodily injury caused to another. This meant that the three‑year prescriptive period applied and that the action was not prescribed.
17. The Court of Appeal added that an analysis of this Court’s decisions in *Schreiber*, in *Cinar* *Corp. v. Robinson*, 2013 SCC 73, [2013] 3 S.C.R. 1168, and in *Kazemi Estate v. Islamic Republic of Iran*, 2014 SCC 62, [2014] 3 S.C.R. 176, did not change the interpretation to be given to the exception provided for in art. 2930 C.C.Q. In its view, *Cinar* had instead confirmed the new characterization of an injury — bodily, moral or material — on the basis of its source rather than of its nature.
18. Analysis
19. The central issue in this appeal is whether the action of the family members, who are claiming damages for, *inter alia*, *solatium doloris* as a result of Ms. Dorval’s death, is “based on the obligation to make reparation for bodily injury caused to another” within the meaning of art. 2930 C.C.Q. I conclude that it is. The action of the members of Ms. Dorval’s family was not prescribed, contrary to what the City argues.
20. I should make it clear at the outset that my conclusion on the interpretation of art. 2930 C.C.Q. and its application to this case cannot mean that each of the family members’ heads of claim, including that of *solatium doloris*, corresponds to bodily injury in the strict sense in which that term is used in the *Code*. Thus, there is no question here of turning a moral or material injury into a bodily injury. What can be drawn from the Court’s case law is that it was the interference with Ms. Dorval’s physical integrity that constituted bodily injury (*Schreiber*, at paras. 62‑64). Nonetheless, because the family members’ action is based on the City’s obligation to make reparation for bodily injury caused to Ms. Dorval and because the pecuniary and non‑pecuniary consequences suffered by the family members were the immediate and direct result of the wrongful interference with Ms. Dorval’s physical integrity, their action is prescribed by three years.
    1. Interpretation Adopted With Regard to Article 2930 C.C.Q.
21. Although the Court has never ruled on this issue, it must be recognized that Quebec authors and judges have always endorsed a large and liberal interpretation of art. 2930 C.C.Q., that is, one favourable to “indirect” victims of bodily injury. In my view, such an interpretation must prevail.
22. According to this interpretation, for the application of art. 2930 C.C.Q., the characterization of the heads of damages claimed by a victim matters little if the injury is the direct and immediate result of wrongful interference with the physical integrity of a person for which the party responsible for the interference has an obligation to make reparation. Despite any provision to the contrary, an action in which such damages are claimed is prescribed by three years because it is based on interference with a person’s physical integrity. This has been the law in Quebec since the 1994 reform, as is confirmed by *Tarquini*, at paras. 176‑85, 189 and 195 (per Otis J.A.), and at para. 103 (per Pelletier J.A.).
    * 1. *Tarquini*
23. In that case, Ms. Tarquini, the widow of a cyclist who had died on a bicycle path in Montréal, alleged that the City’s failure to properly maintain the path had led to her spouse’s death. She therefore claimed damages for *solatium doloris*, loss of *consortium* and loss of support, and for funeral expenses. The City argued that the action, which had been instituted more than six months after the fatal accident, was prescribed under arts. 1090 and 1092 of the *Charter of the city of Montreal, 1960*, S.Q. 1959‑60, c. 102*.*Ms. Tarquini contended that art. 2930 C.C.Q. negated this short prescriptive period, because her action was based on the obligation to make reparation for bodily injury caused to another, namely the death of her spouse. The Superior Court rejected the City’s argument that the action was prescribed. The Court of Appeal, per Pelletier and Otis JJ.A., affirmed that judgment. Chamberland J.A., dissenting, would have held that the action against the City was prescribed.
24. In interpreting art. 2930 C.C.Q., Chamberland J.A. noted that there had been no interference with Ms. Tarquini’s physical integrity. In his view, the only issue under art. 2930 C.C.Q. was whether Ms. Tarquini had, as an indirect victim, suffered bodily injury as a result of her husband’s cycling accident. Because this was clearly not the case, art. 2930 C.C.Q. did not apply.
25. Pelletier J.A. disagreed with Chamberland J.A., as he found that it did not make sense to limit the use of the qualifier “bodily” to the immediate victim. He devoted a significant part of his analysis to the definition of bodily injury, a [translation] “concept that encompasses all moral and material losses that are the direct, immediate or remote consequence of interference with a person’s physical integrity” (para. 101). He concluded that Ms. Tarquini’s action was not prescribed.
26. Otis J.A. agreed with Pelletier J.A.’s conclusion, but she also addressed some other legal considerations. Otis J.A. expressed the view that the literal interpretation proposed by Chamberland J.A. was contrary not only to the words of the *Code*, but also to the philosophy that underlies it. That literal interpretation disregarded the legislature’s intent, given that the obligation to make reparation for any damage resulting from bodily injury is recognized in art. 2930 C.C.Q. While it is true that Otis J.A.’s reasoning differed from that of Pelletier J.A., the fact remains that their common conclusion, that indirect victims whose own physical integrity has not been interfered with can avail themselves of art. 2930 C.C.Q., has the full weight of a majority decision of the Court of Appeal.
27. I agree with the interpretation of art. 2930 C.C.Q. that has prevailed since *Tarquini*, and particularly with Otis J.A.’s reasons, which, going beyond a literal interpretation, show that a large and liberal interpretation is consistent with the legislature’s objectives at the time of the article’s enactment. That interpretation, which I am adopting here, is in fact supported by a textual and contextual analysis of the legislative provision in question and is justified by concerns for consistency and stability in the law.
    * 1. Textual Analysis
28. Article 2930 C.C.Q. provides that “[n]otwithstanding any provision to the contrary, where an action is based on the obligation to make reparation for bodily injury caused to another, the requirement . . . that the action be instituted within a period of less than 3 years . . . cannot affect a prescriptive period provided for in this Book.”
29. The definition of the term “bodily injury” used in that article and the approach to be taken in characterizing the injury suffered by an “indirect victim” were argued at length by the parties. The different views of the parties can be explained by the fact that both in the cases and in the academic literature, in everyday language and in the parties’ factums, the term “bodily injury” (“*préjudice corporel*”) has been used to refer to various realities. For example, sometimes it is used to refer to interference with the right of another or, in this case, the effect of the wrongful act on Ms. Dorval’s physical integrity — her death. At other times it is used to refer to the consequences of such interference, that is, the pecuniary and non‑pecuniary losses on the basis of which a claim for damages can be made both by the deceased victim and by the indirect victims. However, there can be no doubt that, when the term “bodily injury” is used in the *Code*, it necessarily refers to interference with a person’s physical integrity (*Schreiber*, at para. 64; *Andrusiak*, at para. 47). This interpretation is not in question.
30. The issue instead relates to the interpretation of art. 2930 C.C.Q. as a whole, and specifically to the words “where an action is based on the obligation to make reparation for bodily injury caused to another”. It is clear from these words that we must characterize the basis for the action in order to determine whether art. 2930 C.C.Q. applies to a particular case. The basis for the action corresponds here to the wrongful act that gave rise to interference with the deceased victim’s physical integrity, that is, to the bodily injury he or she suffered. This means that, for the purposes of this article, it is the nature of the initial interference rather than the head of damages being claimed that results in the injury being characterized as “bodily injury” and that constitutes the source or basis of the action.
31. This interpretation of the words of art. 2930 C.C.Q. is consistent with the Quebec law of civil liability. In this context, the damages (or compensation) that must be paid to the victim by the person who committed the wrongful act remedy the consequences (according to the heads of damages being claimed) of that interference with the victim’s rights or property that are an immediate and direct result of the interference. This Court has recognized that, where the interference and its consequences have been suffered by the same person, it is the initial wrongful interference or breach, rather than the consequences flowing from that interference or breach, that serves to characterize the injury that has been suffered (*Cinar*, at para. 102). According to art. 1457 C.C.Q., the injury may be bodily, moral or material in nature. The wrongful interference may therefore be either with a person’s physical or mental integrity or with his or her material assets.
32. The wrongful interference may have various consequences, depending on the profile and characteristics of the victims. The consequences may be pecuniary or non‑pecuniary. These two types of consequences are sometimes characterized as material injury in the former case, and moral injury in the latter. This use of the word “injury” to refer both to material or moral wrongful interference and to the heads of damages that can be claimed contributes to the confusion that exists over the word’s meaning.
33. The consequences of wrongful interference are compensable only if they are related directly and immediately to that interference. Judges and authors often use the term “indirect victim” to describe, for example, a member of the family of a deceased victim or “the direct victim” who seeks reparation for *solatium doloris* or under any other head of damages. This reflects the situation in the instant case. However, the victims, the creditors of the obligation, must show that their injury, whatever it may be, is an immediate and direct result of the fault of a person, namely the debtor of the obligation (arts. 1457 and 1607 C.C.Q.). The need to prove this causal link means that the debtor’s obligation to pay compensation to the creditor is limited to the direct and immediate consequences of his or her wrongful act. If the victims can discharge this burden of proof, then they are in actual fact direct victims. From this standpoint, I consider it inappropriate to characterize these victims as “indirect victims” other than for the purpose of drawing a distinction between different creditors of the obligation to make reparation for bodily injury caused to another.
34. In short, wrongful interference, whether bodily, material or moral in nature, remains the basis for the civil liability action, and the consequences of the interference are crystallized in the heads of damages being claimed. A victim of wrongful interference with his or her physical integrity and any other victim who also suffers immediate and direct consequences of that interference will be able to claim damages for their pecuniary or non‑pecuniary losses under heads alleged in an action based on that same wrongful interference.
35. In the instant case, the family members allege that the fault of the City, namely the inaction of its police officers, contributed to Ms. Dorval’s death. In their view, that wrongful act gave rise to interference with Ms. Dorval’s physical integrity that then had direct and immediate consequences for her loved ones or, more specifically, caused losses that were both pecuniary (funeral expenses) and non‑pecuniary (*solatium doloris* and loss of emotional support) in nature. Because the family members’ action is based on the City’s alleged obligation to make reparation for bodily injury caused to Ms. Dorval, the three‑year prescriptive period under arts. 2925 and 2930 C.C.Q. applies to it.
    * 1. Contextual Analysis
36. The interpretation of a legislative provision must go beyond a consideration of the words of the provision to further the legislature’s objectives (*Interpretation Act*, CQLR, c. I‑16, s. 41). It is therefore necessary to stand back from the words used in order to analyze the scheme and purpose of the provision (P.‑A. Côté, in collaboration with S. Beaulac and M. Devinat, *The Interpretation of Legislation in Canada* (4th ed. 2011), at pp. 411‑12 and 421‑22). This does not mean that the words are to be disregarded; rather, it means that “the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of [the legislature]” (*Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27, at para. 21, quoting E. A. Driedger, *Construction of Statutes* (2nd ed. 1983), at p. 87).
37. Article 2930 C.C.Q. is one of a set of legislative provisions (with, for example, arts. 1474 and 1609 C.C.Q.) that were enacted to better protect the integrity of the person and to ensure full compensation for those whose personal integrity has been interfered with (see e.g. *Tarquini*, at paras. 174‑75 and 180 (per Otis J.A.); Gervais, at pp. 38‑40). In his commentary on this article, the Minister of Justice stated that [translation] “[i]ts purpose is . . . to better protect the fundamental right to integrity and, where integrity is interfered with, the right to reparation” (Ministère de la Justice, *Commentaires du ministre de la Justice*, vol. II, *Le Code civil du Québec — Un mouvement de société* (1993), at p. 1838). These objectives were expressly recognized by this Court in *Doré v. Verdun (City)*, [1997] 2 S.C.R. 862, in which Gonthier J. stated that “the legislature’s intention in the new Code [is] to ensure that fair compensation is provided for bodily injury, which is a form of interference with a person’s physical integrity” (para. 30). He went on to note that art. 2930 C.C.Q. is just an expression of the legislature’s support for protection of the physical integrity of the person as a fundamental value of the *Code* (arts. 3 and 10) and the *Charter of human rights and freedoms*, CQLR, c. C‑12 (s. 1).
38. In the context of prescription, therefore, where the application of art. 2930 C.C.Q. is concerned, it is the right to physical integrity that corresponds to the interest the legislature is seeking to protect. This article also encompasses the right to reparation for all immediate and direct consequences that flow from such interference with physical integrity.
39. In the instant case, the family members’ civil liability action is based on Ms. Dorval’s death, which allegedly resulted from the City’s wrongful act. In other words, it is claimed that the City has an obligation to make reparation for the interference with physical integrity it allegedly caused to Ms. Dorval, which is alleged to also include all pecuniary and non‑pecuniary consequences that are a direct and immediate result of that interference regardless of whether they were suffered by Ms. Dorval or by other victims. The three‑year prescriptive period applies to the family members’ action, which was therefore not prescribed at the time it was filed.
    * 1. Other Considerations
         1. Consistency in the Law
40. My proposed interpretation of art. 2930 C.C.Q. favours consistency in the law, which is a legitimate concern for an interpreter (Côté, at p. 267). If the article were interpreted narrowly, as the City proposes, the effect would be that different prescriptive periods would be applicable to civil liability actions brought by victims who suffered direct and immediate consequences of the same wrongful act. The direct victim would have three years to institute an action, whereas all other victims ― despite being “direct” victims of the wrongful interference ― would have to act within six months. Such a situation would be contrary to common sense.
41. Indeed, this is why, even in the context of the *Civil Code of Lower Canada*, the Privy Council refused in *Regent Taxi and Transport Co. v. Congrégation des Petits Frères de Marie*, [1932] A.C. 295, to recognize the application of different prescriptive periods depending on whether the action was instituted by the victim of bodily injuries or by a third party whose action for material damages was based on the bodily injuries caused to the victim:

. . . the present action, being an action to recover damages caused to the community by the wrongful infliction of bodily injuries upon the Brother, is an action for bodily injuries within the meaning of art. 2262(2) and was “prescribed by one year” under that article. Indeed, it would be strange if it were otherwise; for the result then would be (still upon the hypothesis that the community has a right of action under art. 1053) that in the case of a wrongful infliction of bodily injuries, the physical victim must sue within one year while third parties may take twice as long before asserting their claims. Their Lordships find it impossible to suggest any plausible reason why this should be so. [Emphasis added; pp. 302‑3.]

1. The large and liberal interpretation of art. 2930 C.C.Q. that I favour offers a solution that is both consistent and fair. All victims who suffer direct and immediate consequences of the same wrongful interference must have the same period of extinctive prescription to institute their actions (*Congrégation des Petits Frères de Marie*; *Tarquini*, at paras. 178 and 191 (per Otis J.A.); *Lepage v. Méthot*,[2003] R.J.Q. 861 (Que. Sup. Ct.), at para. 37; J.‑L. Baudouin, P. Deslauriers and B. Moore, *La responsabilité civile* (8th ed. 2014), at Nos. 1‑324 and 1‑1311).
2. Such an interpretation also facilitates access to justice for those who suffer consequences that are the immediate and direct result of wrongful interference with a person’s physical integrity. It gives everyone the time needed to gather the necessary information and institute a civil liability action in a timely manner against the person who committed the interference.
   * + 1. Stability in the Law
3. Finally, it can be seen from both the academic literature and the case law that a large and liberal interpretation of art. 2930 C.C.Q. has prevailed in Quebec civil law since *Tarquini*.
4. Professors Baudouin, Deslauriers and Moore subscribe to this interpretation. More specifically, they note that, even though [translation] “where a person has died, an indirect victim who brings a direct personal action has suffered no bodily injury in the strict sense . . . it can be argued that the characterization must be based on the initial interference” (No. 1‑324 (footnote omitted)). They add the following: “Because the action ultimately exists only as a result of bodily injury suffered by the deceased, the members of his or her family necessarily suffer such injury” (*ibid*.).
5. Professor Daniel Gardner is of the same view(D. Gardner, *Le préjudice corporel* (4th ed. 2016), at No. 24). He takes the reasoning even further, asserting that [translation] “the pain felt on being told of a loved one’s death can no longer, legally speaking, be characterized as a moral injury, but is in fact one of the components of the bodily injury” (No. 652 (emphasis deleted)). He justifies this assertion by saying that “[t]he initial interference (in this case a death) dictates the characterization that applies to all of its consequences, both pecuniary and non‑pecuniary” (*ibid.* (emphasis deleted)).
6. Louis Turgeon‑Dorion agrees with the majority in *Tarquini*, and in particular with Otis J.A. (L. Turgeon‑Dorion, “La qualification du préjudice en droit civil québécois” (2015), 49 *R.J.T.U.M.* 133, at p. 185). Like Professor Gardner, he is of the view that, more broadly, an injury must be characterized on the basis of its source or of the subject of the interference, not of the pecuniary or non‑pecuniary nature of the consequences of the interference (p. 156).
7. Furthermore, the judicial decisions since the enactment of art. 2930 C.C.Q. support the interpretation I am proposing (see *Fils‑Aimé v. Montréal (Ville)*, 2003 CanLII 19812 (C.Q.), at para. 19; *Gasse v. Québec (Ville)*, 2004 CanLII 4468 (C.Q.), at paras. 12‑14; *Tremblay v. Lapointe*, [2004] R.R.A. 854 (Sup. Ct.), at paras. 267‑68; *Arcand v. Beaumier*, 2012 QCCS 2667, at paras. 19‑20 (CanLII); *Lepage*; *Harvey v. Trois‑Rivières (Ville)*, 2006 QCCS 3192).
8. For example, in *Lepage*, the parents of a child who had died in a fire claimed damages from the city of Rimouski, which countered that the six‑month prescriptive period provided for in s. 586 C.T.A. had expired. The judge embraced the reasoning of the majority in *Tarquini* and applied art. 2930 C.C.Q. in the parents’ favour. He interpreted that article [translation] “as protecting by way of a three‑year prescriptive period the actions of all those who, as a result of bodily injury caused to a person, have themselves suffered moral or material injury” (para. 42).
9. Similarly, in *Harvey*, the mother of two children who had died in a fire claimed damages from the city of Trois‑Rivières, alleging that its fire department had been negligent. The city argued that the action was prescribed because of the expiration of the six‑month prescriptive period under s. 586 C.T.A. In ruling on the application of art. 2930 C.C.Q., the judge stated that he [translation] “[saw] no valid reason to depart from the majority in *Tarquini*” (para. 22 (CanLII)). As a result, he found that the plaintiff, even in the absence of interference with her own physical integrity, was an indirect victim of bodily injury, namely the death of her children, and that she could on that basis avail herself of art. 2930 C.C.Q. and the three‑year prescriptive period.
10. In the case at bar, the City is calling the state of the law into question, but it is in my view preferable to ensure the stability of the law, particularly where the state of the law favours the achievement of the objectives of the legislature, which, it should be added, has never moved to amend art. 2930 C.C.Q. since *Tarquini* was decided in 2001. The legislature could very well have amended that article if the courts’ interpretation did not reflect its true intent.
    1. Interpretation Proposed by the City of Montréal
11. The theory advanced by the City essentially restates the reasons of the dissenting judge in *Tarquini*. It differs primarily because of a narrow textual approach that is limited solely to the concept of “bodily injury” and that disregards the full meaning of the words in art. 2930 C.C.Q. in which that expression is found (“action . . . based on the obligation to make reparation for bodily injury caused to another”).
12. I believe that this approach is contrary to the intent of the legislature, which saw the 1994 reform of the *Code*, and more specifically the adoption of the wording of art. 2930 C.C.Q., as the best way to facilitate the exercise of certain recourses by simplifying the rules on prescription. The enactment of art. 2930 C.C.Q. signalled the application of a general rule that the prescriptive period is three years to actions based on the obligation to make reparation for bodily injury caused to another, whereas a shorter period had previously applied to most actions against a municipality. In my opinion, this change in the law cannot be disregarded. Having regard to the intention expressed by the legislature, it would be difficult to accept that the unfairness the legislature sought to remedy for a victim whose physical integrity has been interfered with could persist in the case of a victim who has suffered consequences of that interference with the physical integrity of another person that was caused by the same wrongful act committed by the same person in the same circumstances.
13. To my mind, such a situation would be incoherent, and indeed, it has led some proponents of a restrictive interpretation of art. 2930 C.C.Q. to suggest that the legislature should intervene to remedy this unfair situation (*Tarquini*, at para. 47 (per Chamberland J.A.)). I find that what I consider to be the correct interpretation is consistent with the legislature’s intent and does not require its intervention. In addition, this interpretation accords with what Gonthier J. stated about the preliminary provision of the *Code* in *Verdun*:

This provision explicitly states that the *Civil Code* is the *jus commune* of Quebec. Thus, unlike statute law in the common law, the *Civil Code* is not a law of exception, and this must be taken into account in interpreting it. It must be interpreted broadly so as to favour its spirit over its letter and enable the purpose of its provisions to be achieved. (In this regard, see: J.‑L. Bergel, “Spécificité des codes et autonomie de leur interprétation”, in *Le nouveau Code civil: interprétation et application — Les journées Maximilien‑Caron 1992*, *supra*, 3.) [para. 15]

1. Finally, the City wrongly cites the Court’s decisions in *Kazemi* and *Schreiber* in support of its position. Those decisions are of no assistance in the case at bar, as in both of them the meaning of “bodily injury” (“*préjudice corporel*”) was discussed in a context other than the interpretation of art. 2930 C.C.Q.
2. In *Kazemi*, LeBel J. stated that “[t]he ‘*préjudice corporel*’ will not, however, extend to those who, although close to the victim, experienced a ‘*préjudice moral*’ (mental injury) with no physical breach” (para. 77). In my opinion, the appeal cannot be decided on the basis of that *obiter dictum*.
3. In *Kazemi*, the Court was interpreting the “bodily injury” concept in a very different and specific legislative context, that of s. 6 of the *State Immunity Act*, R.S.C. 1985, c. S‑18. That section provided that a foreign state was not immune from the jurisdiction of a court in proceedings that related to a death or to personal or bodily injury that had occurred in Canada. The son of a torture victim who had died in Iran was seeking redress for his own injury — psychological consequences — which he characterized as personal or bodily injury. However, the section in issue provided that for this exception to apply, the interference with physical integrity had to have occurred in Canada, which was clearly not the case. Moreover, the son had not argued that his action was based on the obligation to make reparation for bodily injury caused to another as required by art. 2930 C.C.Q., but had instead argued that his own injury was personal or bodily injury. The parties’ arguments were therefore different, as was the basis for the action (see *Kazemi*, at paras. 74‑78; Gardner, at Nos. 24‑26; Baudouin, Deslauriers and Moore, at No. 1‑324). Clearly, *Kazemi* does not call into question the conclusion of the majority of the Quebec Court of Appeal in *Tarquini*.
4. As for *Schreiber*, it is of no assistance in resolving the issue in this appeal. In it, this Court defined the concept of “bodily injury” (“*préjudice corporel*”) and, as I mentioned above, that definition remains relevant. However, *Schreiber* was not concerned with interpreting art. 2930 C.C.Q. and with what must be characterized — within the meaning of that article and for the purposes of its application — as an action based on the obligation to make reparation for bodily injury caused to another, that is, an action based on the interference with Ms. Dorval’s physical integrity and not the heads of damages claimed by the family members.
5. Conclusion
6. For the purposes of the application and interpretation of art. 2930 C.C.Q., any civil liability action instituted to claim reparation for the direct and immediate consequences of interference with a person’s physical integrity must be based on the obligation to make reparation for bodily injury caused to another.
7. This interpretation leads to the conclusion that the action instituted by the members of Ms. Dorval’s family is not prescribed. The Court of Appeal was therefore correct in setting aside the Superior Court’s decision and dismissing the City of Montréal’s motion to dismiss.
8. For these reasons, I would dismiss the appeal with costs.

English version of the reasons delivered by

1. Côté and Brown JJ. (dissenting) — In *Gauthier v. Beaumont*, [1998] 2 S.C.R. 3, this Court reiterated the importance of prescription as an essential institution of Quebec civil law:

Prescription is a concept essential to the civil law whose rationale lies in practical utility and social interest. . . . [It is] designed to introduce security into legal relations by mitigating the consequences of time’s erosive effect on memory and on the value of evidence, and by encouraging creditors to act diligently. [para. 48]

1. In the case at bar, the right to bring an action in civil liability against the appellant, the City of Montréal, in respect of faults or illegalities is prescribed by six months, except where bodily injury is alleged. This is provided for in s. 586 of the *Cities and Towns Act*, CQLR, c. C‑19, and art. 2930 of the *Civil Code of Québec* (“C.C.Q.”), read together:

**586.** Every action, suit or claim against the municipality or any of its officers or employees, for damages occasioned by faults, or illegalities, shall be prescribed by six months from the day on which the cause of action accrued, any provision of law to the contrary notwithstanding.

**2930.** Notwithstanding any provision to the contrary, where an action is based on the obligation to make reparation for bodily injury caused to another, the requirement . . . that the action be instituted within a period of less than 3 years . . . cannot affect a prescriptive period provided for in this Book.

1. It is common ground in this case that the deceased, Maria Altagracia Dorval, suffered bodily injury and that the applicable prescriptive period in that matter (and thus in the action by the succession) is three years (arts. 2925 and 2930 C.C.Q.):

**2925.** An action to enforce a personal right or movable real right is prescribed by three years, if the prescriptive period is not otherwise determined.

1. This appeal raises two issues.
2. We must first determine whether the injury suffered by the respondents as a result of Ms. Dorval’s death constitutes “bodily injury” within the meaning of the *Civil Code of Québec*. If it is a “bodily injury”, the respondents’ action is not prescribed. If, however, it is a “moral injury” or a “material injury”, their action is prescribed. In our opinion, the trial judge was right to conclude that the respondents’ action against the appellant [translation] “is prescribed because they may not avail themselves of the three‑year prescriptive period . . . given that they have not themselves suffered bodily injury as a result of Ms. Dorval’s death” (2014 QCCS 4590, at para. 32 (CanLII)). That conclusion was based on decisions in which this Court had held that “bodily injury” within the meaning of art. 2930 C.C.Q. exists only in cases in which the victim, that is, the person seeking compensation, has suffered interference with his or her physical integrity.
3. Next, we must decide whether the respondents may, if the injury for which they are seeking reparation is not a bodily injury, avail themselves of the exception provided for in art. 2930 C.C.Q. on the basis that the source of their action is Ms. Dorval’s bodily injury. In this regard, it is our opinion that the injury must be characterized in terms of its consequences, not its source; the contrary position, which our colleague endorses, conflates two distinct elements that are necessary for any right of action to exist in civil liability, namely fault and injury (art. 1457 C.C.Q.). In our view, the respondents’ action is based on the obligation to make reparation for moral and material injuries they allege they have suffered, and not on the obligation to make reparation for bodily injury suffered by another person. The words of art. 2930 C.C.Q. are clear: the article applies only “where an action is based on the obligation to make reparation for bodily injury”. The obligation to make reparation concerns bodily injury suffered by the plaintiff, and not any other types of injury that third parties may have suffered as a result of the same fault.
4. The Court Has Already Defined the Concept of “Bodily Injury”
5. This Court already addressed the meaning to be given to the “bodily injury” concept in *Schreiber v. Canada (Attorney General)*, 2002 SCC 62, [2002] 3 S.C.R. 269. In *Schreiber*, the issue was whether the exception for personal or bodily injury (“*dommages corporels*”) provided for in s. 6(a) of the *State Immunity Act*, R.S.C. 1985, c. S‑18, limited Germany’s sovereign immunity in the case of “personal” or “bodily” injury. LeBel J., writing for the Court, stated that “[d]etermining the scope of application of s. 6(*a*) requires an examination of what is meant by ‘*dommage corporel*’ or ‘*préjudice corporel*’ in the law of civil delicts in Quebec” (para. 58). Although he recognized that the concept of “*préjudice corporel*” (“bodily injury”) is “flexible and capable of catching a broad range of interferences with the integrity of the person” (para. 63), LeBel J. expressed the view that an action based, as required by art. 2930, on bodily injury must “aris[e] out of a physical breach of [the] integrity” of the person claiming compensation (para. 80). His conclusion that the various definitions of the bodily injury concept all require “at least” an element of interference with physical integrity was based on several judicial and academic authorities (para. 62).
6. In short, according to the principles from *Schreiber*, to suffer “bodily injury”, a victim must suffer interference with his or her own physical integrity.
7. *Schreiber* was followed in *Kazemi* *Estate v. Islamic Republic of Iran*, 2014 SCC 62, [2014] 3 S.C.R. 176, which resembles this case even more closely. In *Kazemi*, the victim who raised the personal or bodily injury exception under s. 6(a) of the *State Immunity Act* was an “indirect” victim, as in the case at bar. The appellant claimed to have suffered bodily injury caused by the death of his mother after she had been tortured. Although *Kazemi* concerned the interpretation of the *State Immunity Act*, this Court also addressed the meaning of the words “*préjudices corporels*” in Quebec civil law in a context in which the person making the claim has not suffered interference with his or her own physical integrity.
8. The Court, again per LeBel J., reiterated what it had said in *Schreiber* in respect of the scope of the s. 6(a) exception. Considering that provision, it concluded that the “personal or bodily injury” exception to immunity provided for in the *State Immunity Act* “does not apply where the alleged injury does not stem from a physical breach of personal integrity” (*Kazemi*, at para. 74). A person seeking recourse to the exception to this immunity must therefore make out interference *with his or her own physical integrity*, and not simply show that his or her moral injury stems from interference with the physical integrity of another person (para. 75).
9. In his reasons, LeBel J. stressed the importance of an interpretation that can be reconciled with the civil law. He explained that “in order to maintain coherence with the civil law, it is necessary to interpret ‘*dommages corporels*’ in the French version of s. 6(*a*) of the [*State Immunity Act*] as requiring physical harm” (*Kazemi*, at para. 77). Therefore, contrary to what our colleague Wagner J. is suggesting, LeBel J.’s reasoning must be applied in the case at bar even though it was set out in the context of a federal statute, as it was based on, and was in fact intended to ensure the statute’s consistency with, Quebec civil law.
10. Although the Court stated in *Schreiber* that such interference with physical integrity need not necessarily be restricted “to narrow situations where blood was drawn or bruises appeared on the body” (para. 63), the fact remains that a court cannot find that a person claiming compensation has suffered bodily injury absent interference with the person’s own physical integrity. It is for this reason, and we fully agree with LeBel J.’s reasoning in *Kazemi*, that the “‘*préjudice corporel*’ will not . . . extend to those who, although close to the victim, experienced a ‘*préjudice moral*’ (mental injury) with no physical breach” (*Kazemi*, at para. 77).
11. We agree with the appellant that the decision of the Quebec Court of Appeal in the case at bar was contrary to the principles established by this Court.
12. The Obligation Imposed by Article 2930 C.C.Q. Concerns Reparation for the Bodily Injury of the Person Whose Physical Integrity Has Been Interfered With
13. The above conclusion is a sufficient basis for allowing the appeal. However, because of the reasons of our colleague Wagner J., we consider it necessary to make a few comments regarding (a) *Montréal (Ville) v. Tarquini*, [2001] R.J.Q. 1405 (C.A.), and (b) the interpretive approach our colleague adopts. Our colleague’s approach conflates the three elements a victim must establish in order to claim damages: fault, injury and a causal connection between the injury and the alleged fault (see paras. 28‑29 of Wagner J.’s reasons). In our view, it is wrong to characterize the injury on the basis of its source — the initial fault — as the result is to conflate these two elements.
    1. Tarquini Is Not Determinative of This Case
14. With all due respect, we cannot agree with our colleague, who asserts at para. 23 of his reasons that the law regarding the definition of the expression “bodily injury” used in art. 2930 was confirmed in *Tarquini*. In our opinion, *Tarquini* did not resolve the issue before us, because the principles stated by the majority were rejected by this Court in *Kazemi*.
15. In *Islamic Republic of Iran v. Hashemi*, 2012 QCCA 1449, [2012] R.J.Q. 1567, Morissette J.A., writing for a unanimous panel of the Quebec Court of Appeal, relied on *Schreiber* rather than on *Tarquini* to determine what constitutes “bodily injury” within the meaning of the C.C.Q.:

I consider, therefore, that I do not have to decide here whether the notion of “bodily injury” as developed in the majority judgment in *Tarquini* should guide us in the interpretation of the [*State Immunity Act*], which after all is a federal statute on an issue deeply rooted in a quintessentially federal and public law area of jurisdiction. The obvious angle of approach to a solution must be a thorough examination of what *Schreiber*, and cases decided in its wake, tell us on the issue at hand. [para. 73]

1. In our view, the reasoning of this Court in *Schreiber*, which was applied by a unanimous Court of Appeal in *Hashemi* and was once again confirmed by this Court on appeal (*Kazemi*), was correct.
2. In fact, as we will show, there was no majority in *Tarquini* regarding the interpretation of the words “bodily injury” in Quebec civil law.
3. Pelletier J.A. expressed the opinion that bodily injury [translation] “encompasses all moral and material losses that are the direct, immediate or remote consequence of interference with a person’s physical integrity” (para. 101). He explained in particular that, “[i]n contrast to the qualifiers ‘moral’ and ‘material’, which correspond to the basic classes of the ‘injury’ concept, the qualifier ‘bodily’ is unique given the hybrid nature of its components and the multiplicity of dimensions that it covers” (para. 101).
4. In Otis J.A.’s view, the general principles governing the enjoyment and exercise of civil rights together with the object of the legislation dictated that [translation] “the analysis must not be limited [by the courts] to the *heads* of damage . . . but, on the contrary, the proper approach is to go back to the event on which [the] right of action is based. It seem[ed] to [her] that to focus only on the respondent’s heads of claim would be to get away from the object of the legislation, from its ‘true intent, meaning and spirit’” (para. 185 (emphasis in original)).
5. As for Chamberland J.A., he was of the view that only the victim of the accident who has suffered interference with his or her own physical integrity may have recourse to the exception provided for in art. 2930. In his opinion, a conclusion that the indirect victims of a fault that caused bodily injury to another person also suffer bodily injury [translation] “profoundly alters the intention the legislature had in adopting the tripartite classification of injury in the new law of liability” (para. 37). His reasoning was based on the idea that “the qualifier ‘bodily’ [must be] reserved for the injury caused to the person whose bodily integrity was interfered with, as it is that interference that characterizes the category of bodily injury, even though that injury has both material (e.g. loss of income) and moral (e.g. pain and suffering) aspects” (para. 35). Any other conclusion would be contrary to a clear legislative provision (para. 35).
6. What emerges from *Tarquini* is that each of the three judges had a completely different opinion on the “bodily injury” concept. Pelletier and Otis JJ.A. formed a “majority” solely with respect to the length of the prescriptive period; indeed, Otis J.A. said so outright. Regarding Pelletier J.A.’s reasoning, she wrote that, [translation] “although I disagree with his findings on liability, I agree with his conclusion relating to the prescriptive period, but I nonetheless find it necessary to raise certain other legal considerations” (para. 172 (emphasis added)). This does not strike us as an *addition* to the considerations raised by Pelletier J.A., as our colleague suggests, but seems instead to indicate an intention to set out her own legal reasoning, which differed from that of Pelletier J.A.
7. We cannot subscribe to the reasoning of Pelletier J.A., which Wagner J. cites at para. 18 of his reasons:

[translation] From this perspective, it can be concluded that Ms. Tarquini’s action is “based on the obligation to make reparation for moral and material losses she sustained that were the direct consequence of interference with [her late husband’s] physical integrity”. These moral and material losses are “bodily injury” because they are the direct consequence of a loss of physical integrity. Ms. Tarquini’s action is therefore an action “based on the obligation to make reparation for bodily injury” that she suffered. [para. 103]

1. With all due respect, this reasoning puts the cart before the horse. Article 2930 C.C.Q. states that it is the obligation to make reparation for bodily *injury*, not any losses arising from that injury, that triggers its application. As we will explain in the next section, Pelletier J.A.’s reasoning is not at all consistent with the “bodily injury” concept chosen by the legislature.
2. We instead subscribe to the reasoning of Chamberland J.A., who concluded that a person who claims compensation for bodily injury must, to have the injury characterized as “bodily” injury, show that his or her own physical integrity has been interfered with. This is the same reasoning that was very recently endorsed by this Court in *Kazemi*. Despite the flexibility referred to in *Schreiber*, and given that the physical integrity of the respondents in the instant case was not interfered with, it is not in our view desirable to extend the obligation to make reparation required by art. 2930 C.C.Q. to all material or moral injury that might result from the fact that bodily injury has been caused to a person other than the claimant.
3. In our opinion, the interpretation our colleague proposes is more than large and liberal. It goes too far, as it leads to an artificial characterization of bodily injury. An injury that is clearly not bodily injury cannot be transformed into bodily injury simply on the basis that it has been occasioned by an initial bodily injury. Moreover, this concept of *constructive* bodily injury would introduce confusion into Quebec civil law. What must instead be sought is consistency in the civil law and harmony among the provisions that refer to bodily injury (e.g. arts. 1474, 1614 and 1615 C.C.Q.). As this Court so aptly put it in *Canadian Broadcasting Corp. v. SODRAC 2003 Inc.*, 2015 SCC 57, [2015] 3 S.C.R. 615, at para. 53, “[i]t is not for the Court to do by ‘interpretation’ what Parliament chose not to do by enactment.”
4. It is clear that the injury — the initial interference — suffered by Ms. Dorval was bodily injury within the meaning of the C.C.Q. There is nothing preventing her succession from availing itself of the exception provided for in art. 2930 in order to obtain reparation for the bodily injury caused to the deceased. However, we do not agree with our colleague that “it was the interference with Ms. Dorval’s physical integrity that constituted bodily injury” and that “because the pecuniary and non-pecuniary consequences suffered by the family members were the immediate and direct result of the wrongful interference with Ms. Dorval’s physical integrity, their action is prescribed by three years” (para. 16). In our opinion, the respondents’ claim for *solatium doloris* concerns a moral injury and the funeral expenses they incurred as a result of Ms. Dorval’s death constitute a material injury. We must therefore regretfully conclude that they are not entitled to avail themselves of the exception provided for in art. 2930 C.C.Q.
   1. Comments on the Interpretation of Article 2930 C.C.Q.
5. We must address certain of our colleague’s arguments with respect to statutory interpretation that also prevent us from concurring with his reasons.
6. First, our colleague expresses the view that “[t]he interpretation of a legislative provision must go beyond a consideration of the words of the provision to further the legislature’s objectives” and that “[i]t is therefore necessary to stand back from the words used in order to analyze the scheme and purpose of the provision” (para. 32 (emphasis added)). In so doing, our colleague places undue emphasis on contextual factors, given that the text is otherwise clear.
7. The *Interpretation Act*, CQLR, c. I‑16, provides that a “statute shall receive such fair, large and liberal construction as will ensure the attainment of its object and the carrying out of its provisions, according to their true intent, meaning and spirit” (s. 41). It also provides that “[t]he provisions of an Act are construed by one another, ascribing to each provision the meaning which results from the whole Act and which gives effect to the provision” (s. 41.1).
8. According to the principles respecting interpretation that this Court established long ago, “the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of [the legislature]” (*Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27, at para. 21, quoting E. A. Driedger, *Construction of Statutes* (2nd ed. 1983), at p. 87). Thus, it is the grammatical and ordinary sense of the words of the legislation that must be read harmoniously with its scheme, its object and the legislature’s intent. The words of the legislation remain the starting point for any statutory interpretation exercise, so it is not necessary to “stand back from the words used in order to analyze the scheme and purpose of the provision” as our colleague proposes. That is not the approach required by the *Interpretation Act* and the modern principle of statutory interpretation: they instead require that the words of the legislation be the primary indication of its object and of the legislature’s intent.
9. Furthermore, although we agree with our colleague’s comments regarding the legislature’s intent, it is our opinion that they in fact support our position. It is indeed “the right to physical integrity that corresponds to the interest the legislature is seeking to protect” (para. 34), a right that has its source in art. 1457 C.C.Q. and for which the prescriptive period is protected by art. 2930 C.C.Q. However, nothing in the words of art. 2930 supports our colleague’s suggestion that it “encompasses the right to reparation for all immediate and direct consequences that flow from such interference with physical integrity” (para. 34; see also para. 38).
10. Our colleague also raises access to justice considerations in his interpretation with respect to prescriptive periods (paras. 2 and 39). Prescription is not a novel concept. As we mentioned above, it is an essential institution of Quebec civil law. With all due respect for the view of our colleague, the very existence of prescriptive periods constitutes a limit on access to justice that was nonetheless deemed necessary by the legislature. But that is not all. By adopting the exception provided for in art. 2930 C.C.Q., the legislature was expanding access to justice for victims of *bodily injury*.
11. Our colleague also notes that consistency in the law favours an interpretation that averts a situation in which different prescriptive periods would be applicable to different civil liability actions occasioned by an initial interference with bodily integrity. In his view, “[s]uch a situation would be contrary to common sense” (para. 36), and this leads him to conclude that “[a]ll victims who suffer direct and immediate consequences of the same wrongful interference must have the same period of extinctive prescription to institute their actions” (para. 38 (emphasis added)). In support of this proposition, he cites, among other cases, *Regent Taxi and Transport Co. v. Congrégation des Petits Frères de Marie*, [1932] A.C. 295 (P.C.). In our opinion, however, the hypothetical situation referred to by the Privy Council in that case was one in which third parties might have benefited from a longer prescriptive period than the immediate victim in certain circumstances, and not one in which the prescriptive periods were merely different. We are nevertheless of the view that, even if the legislature did expressly and clearly provide for such a situation, one in which someone would have a longer prescriptive period than the immediate victim, that choice would have to be deferred to, and the various prescriptive periods provided for by the legislation applied.
12. “Consistency” of provisions respecting prescriptive periods is the prerogative of the legislature, which alone has jurisdiction to pass laws in this regard. This prerogative should not be subject to general policy preferences of the courts.
13. In our view, any unease that might result from the situation described by Wagner J. cannot justify disregarding either the otherwise clear words of art. 2930 C.C.Q. or the legislature’s intent that emerges from them. Furthermore, our colleague’s comments on this subject seem hard to reconcile with his own view that, “[i]n Quebec civil law, court actions have always been subject to prescriptive periods that vary in length depending on the nature of a case or the identities of the parties” (para. 1). We could not respond to our colleague’s concerns better than by reproducing the comments made by Chamberland J.A. in *Tarquini*:

[translation] It is nonetheless necessary to address the unease — some would say the injustice — that results from the current wording of article 2930 C.C.Q.: the action of a victim whose bodily integrity has been interfered with is prescribed by three years (bodily injury), whereas the action of his or her spouse, or children, although flowing from the same event, is prescribed by six months (material injury); the same actions are prescribed by three years when the debtor of the obligation is not a municipality. Ultimately, however, deference is owed to the legislature’s choice, as it is up to the legislature, and not to judges, to expand the scope of the exception under article 2930 C.C.Q. if it deems it appropriate to do so.

Some may be tempted to argue that article 2930 C.C.Q. is poorly drafted and that we are therefore justified in attributing to the expression “bodily injury” a meaning that is different, less restrictive, than the one that must be attributed to it elsewhere in the Civil Code. I cannot accept this argument, which supports an interpretation to the effect that, contrary to what the legislature wrote, it did not intend to limit the exception in article 2930 C.C.Q. to victims of bodily injury (those whose bodily integrity has been interfered with). It is easy to imagine that article 2930 C.C.Q., like a number of other articles of the *Civil Code of Québec*, was the result of a compromise, with some arguing in favour of uniform prescriptive periods for all victims, both direct and indirect, regardless of whether the debtor of the obligation is a municipality and regardless of the nature of the injury suffered by the victim, while others favoured the continuation of a system of short six‑month prescriptive periods for all cases involving a municipality, regardless of the nature of the injury suffered by the victim. The legislature made a decision, limiting the exception in article 2930 C.C.Q. to victims of bodily injury, those whose bodily integrity has been interfered with. I therefore cannot accept the argument that article 2930 C.C.Q. is the result of poor drafting, of an inappropriate use of the expression “bodily injury”. [Emphasis added; paras. 47‑48.]

1. We are of course not questioning the principle established by this Court that, because the C.C.Q. “is not a law of exception”, it must “be interpreted broadly so as to favour its spirit over its letter and enable the purpose of its provisions to be achieved” (*Doré v. Verdun (City)*, [1997] 2 S.C.R. 862, at para. 15).
2. That being said, art. 2930 C.C.Q. does not confer any rights. It is art. 1457 C.C.Q. that provides that parties have an obligation to conduct themselves “so as not to cause injury to another”, as well as a corollary obligation “to make reparation for the injury, whether it be bodily, moral or material in nature”. The latter article is therefore the basis for a right to bring an action in civil liability. The majority are thus confusing the source of the obligation to make reparation with the means of extinguishing it.
3. Moreover, the decisions Wagner J. cites in para. 44 were all based on what he perceives to be the “majority” of Otis and Pelletier JJ.A. in *Tarquini*. Because, as we explained above, no majority can be identified in the reasons in *Tarquini*, the authority on which those decisions were based is very weak. In fact, Blanchet J. anticipated this comment in *Lepage v. Méthot*, [2003] R.J.Q. 861 (Sup. Ct.), one of the cases our colleague cites:

[translation] In closing, I consider it necessary to reiterate that my acceptance of the approach of the majority in *Tarquini* is marked by hesitation and subject to a number of questions. The lack of clarity surrounding the application of article 2930 C.C.Q. is of course the result of a not entirely felicitous drafting and wording of this provision, as is revealingly reflected in the deep division on this subject in the Court of Appeal. For now, the best we can hope for is that the impasse be resolved quickly, either through a new decision by the Court of Appeal — preferably unanimous one way or the other — through a decisive judgment by the Supreme Court or through a legislative amendment. [para. 44]

1. In our view, there is therefore no support for the majority’s view or for disregarding the words of art. 2930 C.C.Q., which sets out the conditions for the prescription of an action “based on the obligation to make reparation for bodily injury caused to another”. It can be seen from the words of art. 2930 C.C.Q. that the legislature’s intent was to protect victims of bodily injury. If the legislature had intended to protect victims of moral or material injury in the same way, it would have expressly extended the scope of art. 2930 C.C.Q. as it did in other provisions of the Code (e.g. art. 1607 C.C.Q.).
2. Furthermore, as the appellant astutely notes, the French legislature intervened in 2008 to enact a clear provision, art. 2226 of the *Code civil* (France), according to which a single prescriptive period applies to [translation] “[a]n action in civil liability arising from an event that resulted in bodily injury, brought by the direct or indirect victim of the harm”. If the Quebec legislature intended to make a change such as this to art. 2930, it could do so.
3. But it has not done so.
4. Conclusion
5. In our view, art. 2930 C.C.Q. bars the respondents’ claim. The action is not based on the obligation to make reparation for bodily injury caused to the respondents, because the respondents have suffered no interference with their physical integrity.
6. Although we sympathize with the respondents, the law and the principles of statutory interpretation do not admit of any other outcome. We are duty‑bound to apply the provision enacted by the legislature.
7. For these reasons, we would allow the appeal.

*Appeal dismissed with costs,* Côté *and* Brown JJ*. dissenting.*

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