

IN THE SUPREME COURT OF NOVA SCOTIA

APPEAL DIVISION

Jones, Hart and Hallett, JJ.A.

BETWEEN:

NAVIN MEHTA)	the appellant appeared
)	in person
Appellant)	
)	M. Andre Arsenault
- and -)	for the respondent
)	
)	Appeal Heard:
)	May 21, 1992
HONG KONG BANK OF CANADA)	
)	Judgment Delivered:
Respondent)	May 21, 1992
)	

THE COURT: Appeal dismissed with costs per oral reasons for judgment of Jones, J.A.; Hart and Hallett, JJ.A. concurring.

The reasons for judgment were delivered orally by:

JONES, J.A.:

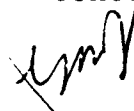
This is an appeal from a judgment entered against the appellant. On December 28, 1985, the appellant applied for a loan from the Continental Bank of Canada in the amount of \$34,000.00 to acquire an interest in Mithras Limited Partnership. The funds were advanced and the interest in Mithras purchased by the appellant was assigned to Continental Bank as collateral security for the loan. The loans were arranged through Mithras or its agents as part of an overall financial package arranged by Mithras. The individual loans were between the bank and the purchasers. The appellant signed an agreement with the bank that the appellant was personally liable for the loan and that Continental had no responsibility for the merits of the investment. The appellant also agreed that if Mithras or any other person assisted him or acted for him in connection with the loan, then such person acted as the appellant's agent exclusively. The loan was supported by the appellant's promissory note for \$34,000.00 dated February 14, 1986. The respondent acquired the assets of Continental. The loan was in arrears and the respondent sued for the balance.


The loan was negotiated through one Huma Ahmed acting as agent of Mithras. He was a personal friend of Dr. Mehta. Dr. Mehta claimed that Ahmed made fraudulent misrepresentations to him regarding the loan and that Ahmed was acting as agent for the bank. The matter was tried by Mr. Justice Nunn. He found that the documents were executed by Dr. Mehta and that there was a personal loan between Dr. Mehta and the bank for the amount shown on the promissory note. Dr. Mehta had also signed a debit authorization allowing the bank to debit his personal account. The trial judge concluded that the balance was due on the note and entered judgment against the appellant for \$18,903.65. We have carefully reviewed the record and the submissions of the appellant and find no merit in the appeal. The appeal is dismissed with costs.

We have reviewed the representations of the respondent on the issue of costs. We are satisfied that the ordinary rule should apply and the costs are fixed at \$900.00 plus disbursements to be taxed.


J.A.

Concurred in:

 Hart, J.A.

 Hallett, J.A.