

**SMALL CLAIMS COURT OF NOVA SCOTIA**

**Citation:** *Jackson v. Hatt*, 2026 NSSM 10

**Date:** 20260114

**Docket:** 539160

**Registry:** Digby

**Between:**

Jermaine Jackson

v.

Walter Hatt and Felicia Clayton

**Adjudicator:** Sarah A. Shiels

**Heard:** October 22, 2025, in Digby, Nova Scotia

**Decision:** January 14, 2026

**Counsel:** Jermaine Jackson, self-represented

Walter Hatt and Felicia Clayton, self-represented

**By the Court:**

**Introduction**

[1] The claimant, Jermaine Jackson, seeks payment of \$10,000 for a vehicle that was sold to him with an existing lien. The defendants, Walter Hatt and Felicia Clayton, acknowledge that some amount is owed but dispute the claimed amount of \$10,000. They say that Mr. Jackson purchased the vehicle for only \$1,800 and that Mr. Jackson was informed of the lien on June 12, 2024, at which time the defendant Walter Hatt offered to purchase the vehicle back from Mr. Jackson.

**Facts**

[2] Mr. Jackson purchased a used 2015 Kia Sedona from Walter Hatt for \$1,800 in late May, 2024. Although the certificate of transfer specifies the sale date was June 3, 2024, Ms. Clayton testified that the vehicle was purchased and picked up on May 20, 2024 and the Court accepts her testimony.

[3] After purchasing the vehicle, Mr. Jackson performed repairs to the vehicle and proceeded to register it.

[4] On June 12, 2024, Mr. Hatt informed Mr. Jackson of an apparent payment issue that could result in the repossession of the vehicle. Mr. Hatt sent a message to

Mr. Jackson notifying him: “the repo man is looking for that van”. Later that day, he wrote: “If they take it from u tell me what it’s worth to you seeing as you put money into it”.

[5] At some point following this exchange, the vehicle was subsequently repossessed. Mr. Jackson informed Mr. Hatt that he was owed \$8,000 for the work he put into the vehicle, amounts spent, and the purchase price. He informed Mr. Hatt that the cost to register the vehicle was \$1,700.

[6] The transfer certificate of sale specified that the purchase amount was \$5,000. However, the actual amount paid by the claimant to the defendants was \$1,800.

[7] During the hearing, Mr. Hatt expressly consented to the amount of \$3,000 being due and owing to the claimant. He indicated that this included the \$1,800 paid plus consideration for parts and time that the claimant had invested in the vehicle.

## **Law**

[8] The *Small Claims Court Act*, RSNS 1989, c 430 limits the amount of general damages that can be awarded in accordance with the following provision:

11 Notwithstanding any enactment or procedural rule, where a claim is for general damages or includes a claim for general damages, the claim for general damages or the portion of the claim relating to general damages is deemed to be a claim for an amount not exceeding one hundred dollars. R.S., c. 430, s. 11

## **Analysis**

[9] The amount paid for the vehicle was \$1,800. The amounts paid for registration, parts, and repairs were not clear. In the absence of receipts, quotes, or any assessed or appraised value, the Court will not accept the claimant's estimate regarding the value of the vehicle.

[10] The Court will accept the defendant Mr. Hatt's acknowledgment and consent that the value of the sale and repairs he agreed to pay for amounted to **\$3,000**.

[11] The Court will also allow general damages in the amount of **\$100**. As provided by the legislation, that is the maximum amount of general damages that can be awarded in the Small Claims Court of Nova Scotia.

[12] Interest shall be calculated on the amount of \$3,100 from the date of May 20, 2024. Interest is calculated at a rate of 4% per annum as follows:  $\$124.00/365 \text{ days} = \$0.34/\text{day} * 604 \text{ days} = \mathbf{\$205.36}$

[13] The Court will allow the filing fee of **\$199.35**.

## **Conclusion**

[14] For the reasons stated above, the Court hereby awards the total amount of \$3,504.71 to the claimant. An order shall be issued accordingly.

Sarah A. Shiels, Small Claims Court Adjudicator