

Claim No: 419074

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Ezurike v. Ezurike, 2014 NSSM 4

BETWEEN:

UCHENNA EZURIKE

Claimant

- and -

CHINEDU EZURIKE

Defendant

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Halifax, Nova Scotia on December 10, 2013

Decision rendered on January 10, 2014

APPEARANCES

For the Claimant self-represented

For the Defendant Jim Shields, friend

BY THE COURT:

[1] The Claimant sponsored his step-brother, the Defendant, to immigrate to Canada from Nigeria in 2010. This included providing him with airfare, housing and a job in his landscaping business.

[2] The Claimant says that he had a verbal agreement with the Defendant to reimburse him for the \$2,089.35 in airfare costs. The Defendant denies the agreement.

[3] The Claimant called as a witness a friend, Chuka Mbonu, who testified that he had a phone conversation with the Defendant while he was still in Nigeria, during the time that the potential sponsorship was being considered. He says that the Defendant complained that he did not have money for airfare, and that the Defendant implored him to convince the Claimant to advance him the money on the basis that he would work to pay it back. Mr. Mbono conveyed this to the Claimant, who then had further conversations with the Defendant.

[4] Mr. Mbonu only got dragged into the situation because the Claimant had used his phone to make a call to Nigeria, and the Defendant apparently thought that it was the Claimant's number that he was calling back.

[5] Mr. Mbonu appeared to be impartial and his evidence was credible.

[6] The Claimant testified that he made this agreement with the Defendant, which he conceded was verbal in nature.

[7] The Defendant just flatly denied that he made such an agreement. He also relied on the Immigration documents where the Claimant undertook to the Government of Canada that he would be covering the transportation cost to bring the Defendant to Canada.

[8] I did not find the Defendant to be credible. It appears from all of the evidence that he is not happy with the way his move to Canada turned out, and he harbours some grievances against the Claimant for the way he has been treated. I believe he is simply not telling the truth about what he agreed to before he came to Canada. He appeared to believe that since there was nothing in writing, that he could not be held responsible.

[9] Verbal agreements are enforceable, once the court determines that the agreement existed. That is the case here.

[10] The undertakings to the Government of Canada are matters between the Claimant and the Government. They are not a contract between the Claimant and the Defendant. I am also of the view that it is not inconsistent to be saying that you will be providing transportation, and having a side deal to have that money paid back.

[11] In the result, the Claimant is entitled to judgment against the Defendant for \$2,089.35 plus costs of \$96.80, for a total of \$2,186.15.

Eric K. Slone, Adjudicator