

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA  
Cite as: Bridan v. Air Canada, 2005 NSSM 31

BETWEEN:

Name Vladimir Bridan Claimant

Name Air Canada Defendant

**Revised Decision:** The text of the original decision has been revised to remove personal identifying information of the parties on August 8, 2007.

D E C I S I O N

Appearances:

Vladimir Bridan, on his own behalf;  
Karen Jackson, on behalf of the Defendant.

1. This matter came on before me on April 23, 2005.
2. The Claimant claims recovery of monies he paid to the Defendant for transportation of his family dog from Halifax to Turin, Italy, via Frankfurt in August, 2004.
3. The essence of the Claimant's claim is that prior to the shipment date he was advised by a representative of Air Canada that the cost to ship the dog would be approximately \$1,600.00.
4. It is important to place this representation in context.
5. On August 12, 2004, the Claimant went to the airport to obtain a quote. He had the dog with him. At that time the representative estimated that the dog would require a large kennel, which would cost \$1,340.00 CDN one way. However, they then weighed the dog and discovered that they could not fit the dog into the large kennel. The representative then said that the dog was too big for the large kennel, and that they did not have anything there that was larger. The representative called a local pet store, and found out that there was a proper kennel, which was larger and which the Claimant could purchase and then use to ship the dog. The representative said at that point that the cost would be more than the quoted \$1,340.00 CDN, and that he thought that it would probably be around \$1,600.00.
6. It was on the strength of that representation that the Claimant proceeded to purchase the kennel for his dog. He and his family then left for Turin ahead of the

dog. He left the dog with a friend of his who was charged with taking the dog to the airport and obtaining passage for the dog.

7. When the friend (Mr. Kidd) went to the Defendant's depot at the Halifax Airport, he was told at that point that the charge would, in fact, be \$3,685.61. The Claimant authorized payment of that amount under protest.
8. This is a claim in negligence. The Claimant, in essence, is saying that the Defendant's representative was negligent in saying that the cost would only be \$1,600.00, as opposed to the actual charge of \$3,685.61.
9. To establish negligence, the Claimant has to establish a number of things, including the following:
  - a. reasonable reliance upon the statement in question; and
  - b. damages flowing from that reliance.
10. I have some concern about whether it was reasonable for the Claimant to rely upon the advice he received from the Air Canada representative. I find that he did understand that the freight rate depended upon the size of the kennel and the weight of the dog, and in the absence of exact information as to either, it was problematic to rely upon such advice.
11. However, even it was reasonable to rely on the advice (and I make no finding on the point), I am satisfied that the Claimant failed to establish any loss flowing from the negligence.
12. He did not call any evidence as to the cost that any other airline would have charged to ship the dog from Halifax to Turin, Italy. The evidence also was that he was going to take the dog to Italy (where he was spending a year's sabbatical). While the Claimant did not say that he would have taken the dog regardless of the cost (that is to say, at any cost) given that it was a family dog, and given that he was prepared to pay what he was charged, I think it is reasonable to conclude that had he been told that the charge was going to be what it actually was, he would have gone ahead in any event.
13. The Claimant called evidence to show that the cost of returning the dog from Turin to Halifax was much less expensive. However, I accept the evidence of Ms. Jackson that the cost of animals being shipped from Europe to Canada is less than the other way, particularly, where, as here, the shipper uses a broker out of Europe.
14. Accordingly, I am not satisfied that the Claimant has proved that if he had been provided the correct price by the Air Canada representative, he would have been able to obtain a cheaper price from some other shipper. He did not call any evidence from any other shipper of animals from Halifax to Turin, Italy.
15. Accordingly, I must dismiss the Claimant's claim.

Dated at Halifax  
this            day of August, 2005

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ADJUDICATOR  
W. Augustus Richardson

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Court File  
Claimant(s)  
Defendant(s)