

DECISION AND ORDER

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Reid v. Perry Rand Transportation Group Ltd., 2004 NSSM 42

BETWEEN:

Name: NATHAN ALEXANDER REID

- CLAIMANT

Name: PERRY RAND TRANSPORTATION GROUP LTD.

- DEFENDANT

DATE OF HEARING: May 17, 2004

Revised Decision: The text of the original decision has been revised to remove addresses and phone numbers of the parties on August 22, 2007. This decision replaces the previously distributed decision.

DECISION

Appearances: Kelly A. MacKay on behalf of the Defendant
Nathan Reid in person

[1] Nathan Reid claims compensation for damage done his car in a collision at approximately 8:40 a.m. on December 29, 2003. The Defendant, Perry Rand Transportation Group Ltd., is really a third party to an accident that Mr. Reid was involved in when he went through a stop sign at the corner of Salter and Hollis streets in Halifax and was struck by a car coming down Hollis. Mr. Reid blames Perry Rand for the accident because their airport transit bus had been parked close to the stop sign blocking his view of it.

[2] Mr. Reid is from New Glasgow. He is not familiar with Halifax. He had spent the night at his girl friend's in south end Halifax. He had to go to work for 9:00 in east Dartmouth. En route he had to drop off a video on Green Street. He did not really know where he was going except that if headed to the harbour he would find a road taking him to the bridges. He

came up Green Street, turned right on Spring Garden, left at Barrington and then took an immediate right down Salter Street towards the harbour. He did not see the stop sign on Salter at Hollis. I am satisfied that he was probably going faster than he should have been for a person basically feeling his way around town, but his speed really does not affect the main issue. I am satisfied that he would have stopped had he seen the stop sign. I am satisfied that his view of it was blocked by the bus. There is really not much dispute about it. He says so. Mr. Loppie, an independent witness, says so. The van was parked, illegally, close to the sign. The pictures show that the sign must have been blocked.

- [3] Mr. Reid, however, still has a duty to keep a proper lookout and be careful especially, as I say, when driving unfamiliar roads. I divide liability 50/50.
- [4] Mr. Reid purchased the car for \$2,000.00 plus HST in October, 2003. I take that as the measure of the value of the vehicle. There is no evidence of the salvage value of the vehicle, but I will allow a 15% credit for that, leaving the loss at \$2,000.00. The car is a 1991 Toyota Corolla. Mr. Reid still owns it. It sits unrepaired in New Glasgow. I accept that it is not, from the point of view of replacement cost less depreciation applied in a standard way, worth fixing. Mr. Reid keeps the vehicle.
- [5] I accept Mr. Reid's other costs for transportation to March, 2004 as being reasonable and allow the claim for general damages. I assess Mr. Reid's total loss, without including costs, at \$2,761.19 broken down as follows:

Value of vehicle	\$2,000.00
Taxi	250.50
Metro Bus	111.50
U-haul	93.15
Acadian lines	44.04
Lost wages	162.00
General Damages	100.00

which, divided by two, is \$1,380.59. Mr. Reid shall have his costs for filing and obtaining an accident report in the amount of \$103.75.

ORDER

- [6] I order Perry Rand Transportation Group Ltd. to pay to Nathan Alexander Reid the sum of \$1,484.34.

Dated at Halifax, Nova Scotia
this 26th day of May, 2004.

J. WALTER THOMPSON, Q.C.
ADJUDICATOR

Original	Court File
Copy	Claimants(s)
Copy	Defendant(s)