

**SMALL CLAIMS COURT OF NOVA SCOTIA**

**Citation:** *Staples v. White*, 2023 NSSM 86

**Date:** 20231110  
**Docket:** 527091  
**Registry:** Halifax

**Between:**

Ashley Staples

*Claimant*

v.

Paula White Renaud and Laurie Rice

*Defendant*

**Adjudicator:** Darrel Pink  
**Heard:** November 9, 2023, in Halifax, Nova Scotia  
**Decision** November 10 2023  
**Counsel:** Ashley Staples – self-represented  
Laurie Rice – self-represented  
Paula Renaud – did not appear

**By the Court:**

[1] The Claimant breeds Boston Terriers. In April 2023, she sold a pup to a buyer she believed to be the Defendant, Paula Renaud, from whom she had received a message in response to a Kijiji advertisement.

[2] The Defendant, Paula Renaud, sent the following message:

Would it be possible to get number six sometime in Thursday afternoon. My husband and grandson are in Cape Breton snowmobiling and coming home on Thursday.....

[3] The Claimant indicates Thursday is fine and asks, ‘Did you want to review the spay and neuter contract and health guarantee in advance?’

[4] The response from the Defendant states:

I have done the contract with Fred and Wilma that is no problem. Laurie (husband) and grandson (Ryder) is leaving Cape Breton in morning...it will be sometime in late afternoon...

[5] The deposit was paid.

[6] On April 6, Paula Renaud sends a Facebook message to the Claimant saying, ‘Ryder said they will be here soon (about 30 minutes or so)’.

[7] The Defendant, Laurie Rice, and the grandson, Ryder, arrive as planned. The Claimant’s mother is there to deliver the pup and has the Puppy Sales Contract signed.

[8] The contract is signed on behalf of the Defendants by Ryder Renaud in the presence of his grand father, the Defendant Laurie Rice.

[9] The Puppy Sale Contract states:

The Buyer (Paula Renaud) is responsible to have the puppy spayed/neutered by seven months of age (August 9, 2023) and will provide proof of such to the Seller. Otherwise an additional cost of \$2000 will be incurred by the Buyer, payable to the Seller.

[10] Over the following months the Claimant keeps in touch with the Defendants regarding the pup's acclimatization. In the summer she checks if the pup has been spayed.

[11] The Defendant, Paula Renaud, then discloses she is not the owner. It is her partner, Laurie Rice. Paula indicates 'I'm not the owner. I had nothing to do with this except for connecting with you on Facebook.' And

'It was my partner and grandson Ryder. But I didn't know anything about it (was supposed to be this big surprise). I did find out tho beforehand cause messages you wrote to him (as he was using my email) were showing up on my gmail. So it was not a surprise actually...'

[12] The Claimant was concerned about whether the pup had been spayed and pursued this with the defendant Paula Renaud.

[13] On September 20, the Defendants, or someone on their behalf, sent the Claimant a text message with a photograph of a receipt from Sissiboo Vet Services that purported to confirm the pup had been spayed.

[14] In light of recent communication, the Claimant was suspicious about the authenticity of the receipt and communicated with the veterinarian. She received a message from Sissiboo stating 'This is not one of our invoices' and detailing what is wrong with it including the address, drugs used and a description of the veterinary services.

[15] In testimony the Defendant, Laurie Rice, stated he was responsible for having his grandchildren prepare a false document and forwarding it to the Claimant to mislead her into thinking the contractual obligation for spaying the pup had been met.

[16] The Defendant confirmed he was also responsible for misleading the Claimant about the identity of the buyer, as he caused his grandson, Ryder Renaud, to use the Defendant, Laurie Renaud's account to communicate with the Claimant.

[17] The law of contracts addresses what happens when a party to a contract (the Claimant here) deals with a rogue (the Defendant, Laurie Rice). In *Lewis v. Avery*, [1972] 1 Q.B. 198 (C.A.) Lord Denning stated the applicable principle:

I think the true principle is that... when two parties have come to a contract... the fact that one party is mistaken as to the identity of the other does not mean that there is no contract, or that the contract is a nullity and void from the beginning. It only means that the contract is voidable, that, liable to be set aside at the instance of the mistaken person, so long as he does so before third parties have in good faith acquired rights under it.

[18] Applying that principle here, the Claimant dealt with a rogue via Kijiji and Facebook, when Laurie Rice purported to be Paula Renaud. In doing so, he confirmed that the purchase of the pup required the dog to be spayed. He then picked up the pup, with Ryder Renaud and he authorized Ryder to sign the Puppy Sale Agreement.

[19] There was a contract between the Claimant and the two Defendants – with Laurie Rice, because he made contact and arranged the purchase with the Claimant. There was a contract with Paula Renaud because she was aware of the impersonation of her identity and failed to reveal the sham. The pup was being purchased for her, in her name, by her husband. She was aware of and was complicit in the purchase and was therefore bound by the contract.

[20] Given the contract required the pup to be spayed and specified the consequences for failure to do so as an additional payment of \$2000, the Defendants are liable to the Claimant under the contract.

[21] Because the Defendants jointly participated in the purchase and both agreed to the terms regarding spaying/neutering, they share responsibility for failure to comply with the contractual requirements. For this reason they are jointly and severally liable to the Claimant.

[22] It is ordered the Defendants pay to the Claimant \$2000 plus costs of filing this claim of \$99.70.

Darrell Pink, Small Claims Court Adjudicator