

Claim No: SCCH - 460520

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Jalil v. Latif*, 2017 NSSM 22

BETWEEN:

MOHAMMED ABDUL JALIL

Claimant

- and -

MAJID LATIF and TIMOTHY ROBINSON

Defendants

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Halifax, Nova Scotia on May 9, 2017

Decision rendered on May 12, 2017

APPEARANCES

For the Claimant

self-
represented

For the Defendant Majid Latif

Allison J. Reid, counsel

For the Defendant Timothy Robinson

self-represented

BY THE COURT:

1. This is a claim for alleged breach of contract concerning a taxi licence in Halifax. The amount asked for in the claim is \$10,150.00.
2. Licences are associated with roof-light numbers, and the terms “licence” and “roof-light” are used more or less interchangeably in the industry. Roof-lights have, or at least had, significant value, although less than they might because they legally cannot be transferred. Other mechanisms such as leases of the roof-light have been devised to get around that lack of transferability.
3. The rather complicated (and confusing) history of this matter goes back to at least early 2015, and doubtless earlier. Whatever may have been the prior history, in January 2015 the Defendant Timothy Robinson (“Robinson”) was the owner of roof-light number 991. At some earlier time Robinson drove taxi, and was thus familiar with how the industry worked.
4. The Claimant at the time was involved in the taxi industry as a vehicle owner, renting vehicles to taxi drivers. In order for his vehicles to work as taxis, they have to have a valid roof-light. Because he does not own his own roof-lights, he has to lease them from others.
5. The Claimant says that he had a deal to lease roof-light 991 from the Defendant Robinson for a period of three years from January 15, 2015 to January 15, 2018. He says that the Defendant Robinson did not honour the deal, and took away the roof-light sometime in mid-2016, with the result that he could not keep a cab on the road. He says that this cost him potential revenue of \$350.00 per week for a period of 18 months. This amount (i.e. more than \$27,000.00), would, of course, add up to much

more than the amount set out in the claim (\$10,150.00) which would be the high-water mark of what I would award, assuming the case was successful. The Claimant did not fully explain how he calculated his losses, and left it to the court to make sense of it.

6. The Defendant Majid Latif (“Latif”) was at all material times the General Manager of Yellow Cab, one of the major taxi companies in the Halifax area. In the Claim, he is named as “Majid Latif, Yellow Cab GM,” which makes it a bit unclear as to whom is being sued. The Claimant was vague when questioned about this at the hearing. As far as the court is concerned, there would have had to have been clearer language used to consider this a suit against Yellow Cab, which is a limited company in its own right. There is nothing to indicate that Latif is anything other than an employee of Yellow Cab, operating in his capacity as an employee. As such, I must consider that this claim is against Latif personally. It would be unfair to treat Yellow Cab as a party, since it was never served and (had it been named) might have defended differently.
7. The question of whether Latif could be personally liable for what occurred in this case will be addressed later. There are situations where an employee acting in his capacity as an employee may exceed his authority and become personally liable for something he does.
8. It is clear that, as part of his job, Latif facilitates agreements between roof-light owners, vehicle owners and drivers. It is very much in the interest of his employer, Yellow Cab, that there be orderly relationships that keep licenced vehicles on the road, driving as part of the Yellow Cab fleet. As such, we see in the evidence that in each of a series of documents Latif

signs as a witness. In some cases, he supplied the parties with the template of an agreement to use.

9. The Claimant seemed most upset with Latif, who he regards as a bully and authoritarian figure who controls the drivers' and owners' relationship with Yellow Cab. He accused Latif of taking bribes and favouring those owners or drivers who do his bidding. The Claimant clearly believes that Latif is behind all that happened, and attributes bad motives to him. He argues that Latif signed these agreements as more than a witness, even though all of the documents say on their face that he is only signing as a witness.
10. As I see the facts, his real dispute is with Robinson.
11. On or about January 15, 2015, at least two separate agreements were signed between the Claimant and Robinson. A further one was dated May 20, 2015 and the last one February 29, 2016 . One of the January 2015 agreements is headed "Lease Agreement" while the other is referred to as a Loan Agreement. The May 2015 agreement is also a "Loan Agreement." The February 2016 agreement is a "Lease Agreement."
12. The terms of all these agreements are at times repetitive, and in some respects contradictory. They all appear to be documenting a transaction, or series of transactions, whereby the Claimant was advancing money to Robinson in the amount of either \$4,000.00 or \$10,000.00, depending on which document you read. The Claimant admits that he never made large payments in full, but rather that he loaned money to Robinson, in the form of small cash advances, and payment of bills (such as car repairs) on his behalf, all of which adds up to the sums set out in the agreements. Robinson denies that he received as much money as the Claimant says,

though he does acknowledge receiving some cash payments (less than \$1,000.00). Robinson also says that he signed some or all of these documents under extreme duress, believing that the Claimant was actually threatening his life. This allegation has apparently been reported to the police, though nothing seems to have come of this complaint.

13. The last document in the sequence is the February 29, 2016 Lease Agreement that simply states that Robinson leased roof-light 991 to the Claimant for the "paid term of 3 years" ending January 15, 2018. This document was signed in the Yellow Cab office, with Latif as a witness. No money amount is mentioned. The only reasonable inference is that the parties were confirming that the roof-light was leased to the Claimant, and that any money in consideration for the lease was already paid. This document clearly supercedes all previous agreements. It appears regular and enforceable on its face.
14. All three parties testified. The Claimant was not a very good story-teller, and displayed an overbearing character, though he seemed for the most part to be trying to tell the truth. Latif was a good witness - reasonable and essentially credible. As for Robinson, to be blunt, he was a terrible witness and his testimony was not believable in any respect. Perhaps he was telling the truth in part, but he was so illogical, disjointed, self-serving and contradictory, not to mention overly emotional, that I cannot trust anything he says, where it conflicts with other evidence.
15. I do accept that Robinson came to hold the view in July 2016 that he was being taken advantage of, in the sense that his roof-light 991 was being driven by someone (the Claimant's driver) and that he (Robinson) was not receiving any benefit, at least on an ongoing basis. Believing as he did, he

therefore instructed Latif that he could take the roof-light away from the Claimant's driver and put it on another car, who would pay for use of the roof-light and provide some revenue to Robinson. At this point the Claimant stopped receiving the rental amounts being paid by his driver, and this dispute was precipitated.

16. The Claimant blames Latif for taking away his roof-light. If anyone took it away, it was Robinson.
17. I believe that in taking away the roof-light, Robinson breached his contract with the Claimant. I refuse to accept that the February 29, 2016 contract was signed under duress. If any explanation makes sense, it is that Robinson was confused or had such a faulty memory that he did not remember what he had signed and agreed to.
18. Robinson testified that he was under so much stress that he decided just to surrender his roof-light to the City sometime in early 2017. It is hard for me to see why leaving it with the Claimant (receiving no money) was more stressful than surrendering it and receiving nothing for it. This makes no sense. It is the actions of a confused and illogical person.
19. I am unclear in my mind about Latif's role in these events. At its highest, an argument could have been made that Latif facilitated the breach of contract by Robinson. Had he wilfully interfered with the contract, he could have been personally liable even though he was acting in a semi-official capacity. I am not convinced, however, that it reached that level. Latif was being told stories by Robinson that he may well have believed. Robinson was clearly disputing that he had an obligation to the Claimant. I find that Latif was acting in his capacity as an employee of Yellow Cab, trying to

-7-

deal with a complex situation involving difficult individuals (Robinson and the Claimant). I do not attach any liability to Latif.

20. Robinson had no legal right to take the roof-light away from the Claimant, who was about half-way through a lease agreement that was fully “paid up.”
21. As for damages, the evidence shows that the Claimant was receiving \$400.00 per month renting the roof-light to his driver. I do not accept that he could have earned \$350.00 per week from this roof-light. That calculation is full of fallacies. I do not believe that any driver using the roof-light could have earned that much for the Claimant, unless you also count in items such as car rental and other benefits. The value of the roof-light alone was \$400.00 per month, and no more.
22. I find that the Claimant lost 18 months of potential income of \$400.00 per month, for total of \$7,200.00. There will be an order against the Defendant Robinson for \$7,200.00 plus costs of \$199.35.

Eric K. Slone, Adjudicator