

COURT OF APPEAL FOR ONTARIO

CITATION: Meridian Credit Union Limited v. Bishara, 2018 ONCA 201

DATE: 20180302

DOCKET: C64237

Feldman, Benotto and Brown JJ.A.

BETWEEN

Meridian Credit Union Limited

Plaintiff
(Respondent)

and

Kiky Arraf Bishara aka
Kiky Arraf-Bishara

Defendant
(Appellant)

Kevin Scullion, for the appellant

Alyssa Adams, for the respondent

Heard and released orally: February 27, 2018

On appeal from the judgment of Justice Theresa Maddalena of the Superior Court of Justice, dated July 27, 2017.

REASONS FOR DECISION

[1] The appellant appeals the decision of the motion judge granting summary judgment on a guarantee. The appellant's defence was that a representative of the Credit Union represented to her when she signed the guarantee that she would only be responsible for 25% of the entire loan. The documents she signed however, clearly state that the guarantee is unlimited.

[2] While the Credit Union did not file an affidavit from the former employee who was alleged to have made the representation, neither did the appellant file that evidence or evidence from her husband who was also at the meeting.

[3] The motion judge rejected the appellant's evidence of the alleged misrepresentation and granted summary judgement on the guarantee in accordance with its terms.

[4] The motion judge made no error in doing so. She was entitled to find, based on the record before her, that there was no genuine issue for trial. There would be no purpose in this court ordering a trial. Any witness that could be called at a trial could have been brought forward on the motion.

[5] The appeal is dismissed, with costs fixed in the amount of \$7,500, inclusive of disbursements and HST.

"K. Feldman J.A."

"M.L. Benotto J.A."

"David Brown J.A."