

- [5] The Money Pros does not appear anywhere on the “loan” document.
- [6] Mr. LeBlanc said that the lender was “Cashier Inc.” (not Cashier) who was “taken over by The Money Pros” sometime after the note was signed.
- [7] There was no evidence to show that “Cashier” was the same as “Cashier Inc.,” or that The Money Pros had, in fact, purchased this note when it took over Cashier Inc.
- [8] On these facts alone, I conclude that the Claimant has not established its entitlement on the merits and I would dismiss the claim against the Defendant.
- [9] There is, in addition, another reason to dismiss the claim: it offends s. 5(1) of the *Small Claims Court Act*, R.S.N.S. 1989 c. 430 as amended, inasmuch as the Claimant is not one of the original parties to the contract on which the claim is based; see also *Citi Financial v. Mathieu* [2001] N.S.J. No. 402 (N.S.C.C.C.).
- [10] I accordingly dismiss the claim.

Dated at Halifax, Nova Scotia this
3rd day of May 2004

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ADJUDICATOR

W. Augustus Richardson

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