CLAIM NO. 216801

Date: 20040503

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA Cite as: Money Pros v. Grant, 2004 NSSM 40

BETWEEN:

Name The Money Pros Claimant

Name Alfred A. Grant Defendant

DECISION

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.

Appearances:

Rick LeBlanc, agent, sworn, on behalf of the Claimant; No one appearing on behalf of the Defendant, although duly served.

- [1] This is a claim for monies said to be owing under a loan.
- [2] The only supporting document with respect to the loan was a virtually illegible document allegedly signed by the Defendant Alfred A. Grant. (I say allegedly because the signature on the document is not particularly clear and if the signature does say "Alfred Grant" it is not immediately apparent that that is the same as the Defendant "Alfred A. Grant.")
- [3] In any event, the document purports to indicate that in exchange for \$200, the Defendant agreed to pay \$280 to "Cashier" on or before March 26, 2002. It is dated February 26, 2002.
- [4] Mr. LeBlanc stated that he was appearing as agent for the Claimant "The Money Pros."

- [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)	
3 rd day of May 2004)	
)	ADJUDICATOR
)	W. Augustus Richardson

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