

CASE NO.

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IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

**THE BOARD OF THE NOVA SCOTIA COLLEGE
OF CHIROPRACTORS**

PLAINTIFF

- and -

**TIMOTHY KOHOOT and LAURA KOHOOT,
carrying on business as the Atlantic Spineology Centre**

DEFENDANTS

Justice C. Richard Coughlan

Halifax, Nova Scotia

S.H. No. 172528

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[Cite: Nova Scotia College of Chiropractors Board v. Kohoot, 2001 NSSC 136]

HEARD: at Halifax, Nova Scotia (in Chambers), before the Honourable
Justice C. Richard Coughlan on August 30th, 2001

DECISION: September 18th, 2001 (Orally) **RELEASED:** October 2nd, 2001

SUBJECT: Injunctions - Interlocutory or Interim Injunctions - Circumstances
when injunction will issue.

ISSUE: Is there a serious issue to be tried? Is the balance of convenience
in favour of granting or refusing the Interlocutory Injunction?

SUMMARY: Timothy Kohoot established the Atlantic Spineology Centre. He
used the designation "D.C." or Doctor of Chiropractic in his
professional correspondence. He advertised for an associate or
partnership position on the Planet Chiropractic web site. He used a

chiropractic technique and in a television broadcast spineology was described as a speciality within the chiropractic field.

The Chiropractic Act establishes the regime for the regulation of the regulation of the practice of chiropractic. An Information charging Mr. Kohoot with practicing chiropractic without a license was laid and an action for an interim and permanent injunction commenced.

RESULT:

It was found that there was a serious issue to be tried and, after considering the nature of the activities being carried on - dealing with the human spine, the possibility of someone suffering injury, the fact Mr. Kohoot does not have professional liability insurance and the public interest the Association and the Board are statutorily obligated to protect, the balance of convenience is in favour of the interlocutory injunction being granted.

*THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.
QUOTES MUST BE FROM THE DECISION, NOT THIS COVER SHEET.*