

SUPREME COURT OF NOVA SCOTIA

Citation: *Berrigan Surveys Ltd. v. Cranston*, 2026 NSSC 49

Date: 20260122

Docket: Tru *ST* No. 543484

Registry: Truro

Between:

Berrigan Surveys Ltd.

Appellant

v.

Bonnie Cranston

Respondent

Judge: The Honourable Justice Diane Rowe

Heard: January 22, 2026, in Bridgewater, Nova Scotia

Counsel: Vince Neary, for the Appellant

Bonnie Cranston, self-represented Respondent

By the Court, orally:

[1] This is an appeal of the decision of Adjudicator Raffi Balmanoukian concerning a claim in contract by Berrigan Surveys Ltd. (Berrigan) for survey work performed for Ms. Bonnie Cranston in the amount of \$2070.00.

[2] In Adjudicator Balmanoukian's decision, which was issued April 17, 2025 and later reported as *Berrigan Surveys Ltd. v. Cranston*, 2025 NSSM 16, Adjudicator Balmanoukian decided he was precluded from deciding on the dispute due to the operation of s.10(a) of the *Small Claims Court Act*, R.S.N.S. 1989, c.430, for want of jurisdiction. He noted he was limited by the terms within and could not decide upon issues as they may relate to claims concerning the recovery of land, an estate or an interest therein. The Adjudicator stated if the issue before the Small Claims Court of necessity involved a consideration of substantive rights to land, then that Court has no jurisdiction even if the title to land itself (or an estate or interest therein) is not the specific cause of action or defence.

[3] The subject matter of this claim is in contract for survey work, however Adjudicator Balmanoukian determined that in adjudicating the defence to the claim, which was that the agreement was breached by Berrigan for want of quality that this

defence would require him to consider the content of the survey as it relates to metes and bounds. In other words, the rights *in rem*.

[4] Ms. Cranston maintains that the Berrigan survey has “cost her” in terms of errors contained within and that it has had implications for the metes and bounds of land to which she feels entitled by law. She has alluded to seeking damages today, however that is not within the scope of the appeal appearance before me today. This appeal is to determine whether there has been a breach of interpretation of law or of natural justice by the Adjudicator in making his decision.

[5] Berrigan appeals on the grounds that Adjudicator Balmanoukian made an error in law by misinterpreting s. 10(a) of the *Small Claims Court Act*, and thereby misinterpreted the law on jurisdiction or, in the alternative, there was a breach of natural justice. I do not find the ground of a breach of natural justice was made out in the Record or in the decision as Adjudicator Balmanoukian apparently spent a lengthy amount of time considering the content of the claim with the parties in court.

[6] In support of the ground of appeal that Adjudicator Balmanoukian erred in law, Berrigan distinguishes the line of cases cited by the Adjudicator in his decision by noting that each of them involved parties with a shared property line, in which the determination of the land boundaries and rights thereto was at the core of the

dispute thereby putting them outside the statutory jurisdiction of the Court. The issues were more squarely concerning rights *in rem* for the land and its use.

[7] Berrigan submits that the issue before the Court on this claim is purely whether there was survey work performed in accordance with the contract for services, not the content of the report that was generated. Ms. Cranston would dispute this position.

[8] Adjudicator Balmanoukian's reasoning was that in order to determine the issues between the parties and specifically whether the agreement for services is binding on Ms. Cranston, he engaged with a consideration of whether the survey generated is "competently performed", and evaluating the content and accuracy of the survey. I would disagree with Adjudicator Balmanoukian. The primary issue in this claim by Berrigan is whether there is a debt owing to it on an agreement with Ms. Cranston for services when a professional opinion, in which land is the topic of the opinion, has been made. That tension in resolving the issue is apparent in para 13 of Adjudicator Balmanoukian's decision, in which he lists a number of Small Claims Court matters in the context of which real property is an aspect of the agreement, but the focus is on contract interpretation. Each of those matters were found to be within the jurisdiction of the Court under the *Small Claims Court Act*.

[9] I would set aside Adjudicator Balmanoukian's decision as an error of law. It is not for determination of whether the survey's content as opinion is accurate. That is an issue that would be more squarely before the Nova Scotia Supreme Court and in that sense Adjudicator Balmanoukian was correct that aspect is outside the statutory jurisdiction that he had been conferred under the *Small Claims Court Act*.

[10] The appeal is granted, and the matter will be sent back for adjudication to the Small Claims Court.

[11] Costs are not sought by the Appellant.

Rowe, J.