

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** *Bonang v. Wolfridge Farm Ltd.*, 2014 NSSC 40

**Date:** 20140131

**Docket:** Hfx No. 352277

**Registry:** Halifax

**Between:**

Gerald P. Bonang and Dianne Bonang both of Brooklyn, in the  
County of Hants, Province of Nova Scotia

Plaintiff

v.

Wolfridge Farm Limited, a body corporate, of Yarmouth, in the  
County of Yarmouth, Province of Nova Scotia

Defendant

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**Judge:** The Honourable Justice M. Heather Robertson

**Heard:** October 15, 16, 17 and 18, 2013, in Halifax, Nova Scotia

**Subject:** Foreclosure and Sale. Defendant failure to meet obligation of a vendor take-back mortgage. Defence and counterclaim related to failure to remediate old hydrocarbon impacts.

**Summary:** The vendor had given an indemnification agreement at closing with respect to the hydrocarbon impacts associated with the former service station use of the commercially zoned property. The defence claimed an agreement was in place requiring the vendor to remediate “to his satisfaction” and demanded the vendor complete remediation to a residential standard at significantly greater cost. The defendant had failed to pay taxes on the property in the three years proceeding the foreclosure action, filed a defence and counterclaim, and had ceased any payment on the mortgage from July 5, 2011 forward.

**Issue:** Merits of foreclosure action, defence and counterclaim for failure to remediate.

**Result:** The defendant was in breach of the terms of the mortgage. The plaintiffs’ foreclosure application is allowed. The defendant’s defence and counterclaim are dismissed.

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