

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** *Ackerman v. Deckman Trust* 2014 NSSC 335

**Date:** September 22, 2014

**Docket:** Pictou No. 429713, 415134

**Registry:** Pictou

**Between:** Michael Ackerman and Shirley Ackerman Plaintiffs

v.

The Deckman Trust Defendant

v.

Jackie Strongman and Edith Strongman Defendant-Guarantors

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**Judge:** The Honourable Justice N.M. Scaravelli

**Heard:** July 30, 2014, in Pictou, Nova Scotia

**Written Decision:** September 22, 2014

**Subject:** Summary Judgement on question of law – entitlement to costs in a foreclosure pursuant to mortgage contract.

**Summary:** Following commencement of foreclosure proceeding defendant paid out mortgage balance. Plaintiff mortgagees sought costs as between solicitor and client pursuant to contractual language in the mortgage. The defendant submitted language does not apply to foreclosure proceeding as stated in *Craig v. de Oliveria E Sousa* [1984] N.S.J. 387.

**Issue:** Is *Craig* binding authority?

**Result:** Despite recent case law, the doctrine of *stare decisis* applies and based on the Court of Appeal decision in *Craig*, the defendant is not contractually obligated to pay costs as between solicitor and client where a foreclosure proceeding was commenced.

***THIS INFORMATION SHEET DOES NOT FORM PART OF THE COURT'S DECISION.  
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