Publisher's Note

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THE LAW OF CANADIAN MUNICIPAL CORPORATIONS

Ian MacFee Rogers Release No. 10, October 2025

Since 1959, The Law of Canadian Municipal Corporations, 2nd Edition, has been the definitive text on all aspects of the law governing municipalities in every province. No other work is quoted with approval so frequently in Canadian judicial decisions. More than 1,700 pages of in-depth commentary keeps you fully informed on this vast subject.

What's New in this Update:

This release features updates to the case law and commentary in 5 (Council members), 6 (Municipal Council), 7 (Officers and Servants), 15 (Borrowing), 16 (Licensing), 17 (Planning), 18 (Building Construction and Permits), 25 (Municipal Contracts), 26 (Corporate Property), 28 (Administration of Justice), 29 (Fire Prevention), 32 (Actions By and Against Municipalities), and 33 (Municipal Wrongs).

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Highlights

Case Law

- Contracts—Joint Venture—Effect of Side Agreement—Entering into a side or prior agreement such as agreeing to extend a road, does not mean that a final agreement or contract with respect to a matter such as land development has been formed: *Terracon Development Ltd v. Winnipeg (City of)*, 2025 CarswellMan 135, 2025 MBCA 36, 59 B.L.R. (6th) 171 (Man. C.A.).
- Expropriation—Possession—Extension of Time—Actual possession of expropriated land can raise practical issues beyond compensation. Some statutes have provision for extension of the statutory time of possession. In considering whether to extend the time, difficulties in both actually vacating the property as well as relocating are relevant factors to consider: *Selenium Creative Ltd v. Edmonton (City)*, 2025 CarswellAlta 783, 2025 ABCA 120, 84 Alta. L.R. (7th) 11, 24 L.C.R. (2d) 181 (Alta. C.A.).
- **Fire Prevention—Inspection—Fairness—**Inspections and issuance of orders should be conducted fairly. However spurious or unfounded allegations of Charter violations by inspecting fire services will be rejected by the courts: *Munir v. Garg*, 2025 CarswellOnt 6144, 2025 ONCA 334 (Ont. C.A.).
- Actions—Settlement—Release of Information—Settlements arising from class action may limit the information about the outcome which can be made public. Whether or not information is available is a contractual matter. The settlement was seen to allow for the release of numbers of claimants respecting sexual harassment complaints but not particulars of cases: Steele v. Leduc (City), 2025 CarswellAlta 738, 2025 ABKB 203 (Alta. K.B.).