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PROFESSIONAL LIABILITY IN CANADA

Campion & Dimmer

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Professional Liability in Canada is a comprehensive resource for practitioners called upon to deal with professional liability issues. Providing an exhaustive treatment of the cases governing this growing area of law, it contains both general context analysis and chapters dealing with the liability of specific professions such as lawyers, doctors, accountants, engineers, architects, financial advisors and bankers, real estate brokers and agents. This work also includes practical precedents such as claims, defences and other pleadings.

What's New in this Release

This release features updates to Chapter 5—Real Estate Professionals and Chapter 10—Financial Advisors (Including Bankers and Stockbrokers)

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Highlights

Chapter 10—Special Obligations of Banks—Contractual Duties—In *Imlah v. Royal Bank of Canada* the B.C. Civil Resolution Tribunal considered the impact of one of the bank’s customer agreements, when determining whether to impose liability on it. In that case, the customer alleged that the bank was liable in contract and negligence, because funds owed to her were misdirected into the wrong bank account. The customer had arranged with a third party to have certain medical benefits transferred through a direct deposit into her bank account. However, she gave the third party an incorrect bank transit number. The third party made four direct deposits into the wrong account that corresponded to the incorrect transit number. The customer argued that the bank had been negligent and should be responsible for reimbursing her. She also pointed to the bank’s Personal Deposit Account Agreement (PDA Agreement), which included a clause allowing the bank to debit any account for payments that had been made in error. The customer asserted that the bank was required under this clause to debit the customer account that errantly received her funds. The court disagreed, claiming that the clause granted the bank discretion, but imposed no clear obligation to act. The PDA Agreement also limited the bank’s liability to situations involving negligence, which was absent here.