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<b>REGISTRATION OF TITLE TO LAND</b> DiCastrì Release No. 6, July 2024
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*Registration of Title to Land* is the authoritative treatise on land titles in Canada. This three-volume supplemented work provides detailed analysis of the underlying principles, theory and operation of land titles systems in Canada, the adaptation of the Torrens model in the western provinces, and makes a comparative study of the principles of the title registrations embodied in the Ontario Land Titles Act and the English statutes upon which it is based.

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## What's New in this Update

This release updates the commentary and caselaw in the following chapters: 6 (Land Descriptions and Registered and Deposited Plans of Survey), 8 (The Statutory Transfer), 10 (Restrictive Covenants), 12 (Leases), 13 (Mortgages), 17 (Registration), and 18 (Statutory Exceptions to Indefeasibility of Title).

## Highlights

- **CHAPTER 12 – LEASES – § 12:20. Lessee's Implied Covenants** – *See Priestly Demolition Inc. v. Universal Designs Ltd.*, 2024 CarswellOnt 1105 (appeal from interpretation of commercial lease; respondent relied on lease and payment of portion of insurance as bar to action by appellant's insurer to recover damages for alleged negligence of respondent causing fire; trial judge concluded lease when read as whole, including provisions addressing additional rent, insurance obligations, maintenance and repair, and indemnity, authorized tenant to rely on insurance and dismissed subrogated action; lease distinguishable from case authorities relied on by appellant as language of indemnity provision does not expressly override tenant's contribution to insurance; appeal dismissed.)
- **CHAPTER 18 – STATUTORY EXCEPTIONS TO INDEFEASIBILITY OF TITLE – § 18:57. Essential characteristics** – *See Reddick v. Robinson*, 2024 CarswellOnt 1837 (appeal from dismissal of application for interpretation of easement as authorizing only pedestrian ingress and egress to area between high and low water mark of lake (i.e. "shore of lake"); respondents allege right to use strip of land (as opposed to "shore") in manner of public park; application judge erred by rejecting interpretation of "shore" as referring only to land lying between the high and low water marks, and not the grassy area over which strip of land runs; wording of easement clearly distinguishes between grassy area consisting of strip of land and shore of lake itself; application judge erred by concluding prohibition of motorized vehicles and camping in easement meaningless because area between low and high water mark too small for such activities; photographs establish such activities possible when water at low level; application judge also erred by relying on broader definition of "shore" in official community plan which allegedly guided wording of easement which is inadmissible evidence of subjective intent; appellant's interpretation supported by express wording of easement which authorizes use of strip of land for ". . . pedestrian access only" in order to ". . . use and enjoy shores of Lake Ontario"; respondents granted right of access only and not right to use and enjoy strip of land; as landowners, appellants may use and enjoy strip of land, subject to prohibition of construction of buildings; appeal allowed.)