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SANAGAN'S ENCYCLOPEDIA OF WORDS & PHRASES, LEGAL MAXIMS, CANADA (5th EDITION)

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What's New in this Update:

Sanagan's Encyclopedia of Words & Phrases compiles entries consisting of a summary of judicial comments and/or relevant questions relating to the particular word or phrase.

This release features new and updated judicial interpretations to Words & Phrases as found in recent case law affecting Letters A, B, C, D, E, F, H, I, J and L.

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Highlights:

- **ACTION FOR DAMAGES—Supreme Court of Canada—**. . . an “action for damages” seeks to address individualized harm on a case-by-case basis. The term, within the context of the *Montreal Convention* [*Convention for the Unification of Certain Rules for International Carriage by Air*, 2242 U.N.T.S. 309], does not include standardized compensation that is owed identically to all passengers impacted by a given set of circumstances irrespective of the harm suffered: per Rowe J. (Wagner C.J. and Karakatsanis, Côté, Martin, Kasirer, Jamal, O’Bonsawin and Moreau JJ. concurring) at para. 57 of *International Air Transport Association v. Canada* (*Transportation Agency*), 2024 CarswellNat 3837, 2024 CarswellNat 3836, 2024 SCC 30, 2024 CSC 30, 2024 A.C.W.S. 3396 (S.C.C.).
- **ENTIRE CONTRACT—British Columbia—**Under the “entire contract” doctrine, a lawyer is retained to see a matter through to completion and is not entitled to payment until he or she fully performs the services required by the contract. This means that any statements of account rendered during the course of the retainer are presumptively “interim” rather than “final”. This distinction is important, because the limitation period to seek a review by the Registrar pursuant to s. 70 of the *Legal Profession Act* [S.B.C. 1998, c. 9] applies to final, but not interim, accounts: per Saunders J.A. (De-Witt Van Oosten and Fleming JJ.A. concurring) at para. 3 of *Hakemi & Ridgedale LLP v. 1011173 B.C. Ltd.*, 2024 CarswellBC 3028, 2024 BCCA 347 (C.A.).
- **LEGAL PREJUDICE—Alberta—**The prospect of having to defend a prosecution at a second trial after being convicted at the first trial is not legal prejudice in and of itself. Parliament specifically provides for such a remedy. The “financial costs” of a re-trial, if any, are likewise an incident of the legal process and not of themselves any abuse of that process. The appellant’s position, and the basis of his application for costs, is in no sense unique, extraordinary, or requiring of an exemplary response by the Court to vindicate a foundational legal principle: per Watson, Kirker and Fagnan JJ.A. at para. 55 of *R v. Sandhu*, 2024 CarswellAlta 287, 2024 ABCA 47, [2024] A.W.L.D. 1657, [2024] A.W.L.D. 1659, 2024 W.C.B. 202, 434 C.C.C. (3d) 141, 96 C.R. (7th) 370 (C.A.).