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### MANUAL OF CONSTRUCTION LAW

Howard M. Wise

Release No. 10, November 2024

This publication provides a practical step-by-step explanatory approach through every phase of a construction project, from the preparation stages to the completion of the project. A complete set of forms and precedents for use in construction projects is also included.

Release 2024-10 keeps you current with the addition of new case digests and adds valuable case law and commentary to Appendix A (Legislation) and Appendix WP (Words & Phrases Judicially Defined).

### Highlights

● **WORDS AND PHRASES—REPUDIATION—** “Repudiation involves conduct by a party evincing their intention not to fulfill their obligations under the settlement and constitutes a fundamental breach of a contract that deprives

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innocent party of substantially the whole benefit of the contract.” (*Johnston et al. v. Johnston et al.* (2024), 2024 CarswellOnt 876, 2024 ONSC 603 (Ont. S.C.J.) at para. 33 Braid J.).

● **WORDS AND PHRASES—ROUGH IN—** “[The judge] accept[s] that the term ‘rough in’ means that the contractor is installing equipment and components that cannot be installed at later stages of construction after other work is done (e.g. after the walls are closed with drywall).” (*Design One Mechanical v. Huff* (2023), 51 B.L.R. (6th) 88, 2023 CarswellBC 3266, 2023 BCPC 231 (B.C. Prov. Ct.) at para. 57 Gaffar Prov. J.).

● **WORDS AND PHRASES—*DE MINIMIS NON CURAT LEX*—** “...*de minimis non curat lex* (commonly translated as the ‘law does not concern itself with trifles’).” (*Sharma v. Provident Holdings Limited* (2023), 2023 CarswellNS 872, 2023 NSSC 332 (N.S.S.C.) at para. 47 Rosinski J.).

● **LEGISLATION UPDATES—**With this release, several pieces of legislation in Appendix A have been updated to the most recent versions, the following statutes and regulations have been added to the text as a resource to readers and researchers: Alberta’s *Prompt Payment and Adjudication Regulation*, Alta. Reg. 23/2022 and *Prompt Payment and Construction Lien (Prescribed Persons, Entities and Project Agreements) Regulation*, 2Alta. Reg. 122/2023; the Northwest Territories’ *Builders’ Lien Act*, S.N.W.T. 2023, c. 24; and Canada’s *Federal Prompt Payment for Construction Work Act*, S.C. 2019, c. 29, s. 37 (and three regulations and orders under that federal statute).