

## Publisher's Note

An Update has Arrived in Your Library for:

|   |
|---|
| <b>Please circulate this notice to anyone in your office who may be interested in this publication.</b><br><i>Distribution List</i> |
| <input type="checkbox"/>  |
| <input type="checkbox"/>  |
| <input type="checkbox"/>  |
| <input type="checkbox"/>  |

|   |
|---|
| <b>FIDUCIARY DUTIES</b><br><b>Obligations of Loyalty and Faithfulness</b><br>Michael Ng<br>Release No. 6, July 2021 |
|---|

### Publisher's Special Release Note 2020

The pages in this work were reissued in November 2020 and updated to reflect that date in the release line. Please note that we did not review the content on every page of this work in the November 2020 release. We will continue to review and update the content according to the work's publication schedule. This will ensure that subscribers are reading commentary that incorporates developments in the law as soon as possible after they have happened or as the author deems them significant.

Changes to chapter and heading numbering may have occurred. Please refer to the Correlation Table in the front matter if you wish to confirm references.

---

THOMSON REUTERS CANADA®

**Customer Support**

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada & U.S.)

Fax 1-416-298-5082 (Toronto)

Fax 1-877-750-9041 (Toll Free Canada Only)

E-mail [CustomerSupport.LegalTaxCanada@TR.com](mailto:CustomerSupport.LegalTaxCanada@TR.com)

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

## What's New in this Update:

New case law and commentary, including the following recent decisions:

- **Ad Hoc Fiduciary Relationships — Trust and Confidence in Fact** — The Chief Justice saw no error in the Chambers judge's treatment of the fiduciary duty issue in and of itself. The statement of claim did not plead that Dr. Vujanovic (or Drs. Hamel, Buhr or Chad) undertook, either expressly or impliedly, to forsake the interests of all others in favour of Taheri. In broad terms, it is apparent that, while professors have obligations to their students, they have overlapping or coincident obligations to the University as well. Not all power-dependency relationships are fiduciary in nature. The Chief Justice added that this should not be taken as being a determination that no aspect or dimension of a student-professor relationship could possibly be fiduciary in nature. The Court was concerned here only with the adequacy of Taheri's pleadings. The Chief Justice offered no comment one way or the other on the larger question of whether, as a general proposition, professors might owe some kinds of fiduciary obligations to their students. The Chief Justice was not inclined to give Taheri leave to amend his statement of claim with respect to the claims of breach of fiduciary duty. This was not a situation where the problem was a simple defect in a pleading that could be put right with an amendment. In the absence of anything further from Taheri, it looked to be a situation where the root facts simply could not sustain claims of breach of fiduciary duty: *Taheri v. Buhr*, 2021 CarswellSask 26, 2021 SKCA 9 (Sask. C.A.).
- **Ad Hoc Fiduciary Relationships — Persons Entrusted with Vital Practical Interests** — As for the extent of the developer's disclosure, Justice Newbury was unable to agree with the defendant that Marshall Homes was required to provide an actual copy of the Lease as part of the disclosure statement. Justice Newbury was aware that it was not "standard practice" for the actual lease or other charge to be appended to a disclosure statement and nothing in the *Real Estate Development Marketing Act* suggested such a requirement. It was reasonable to assume that in this case the Lease did not even come into existence until shortly before its execution long after the marketing of the strata lots had begun. Justice Newbury saw no error in the trial judge's conclusion that the disclosure statement met the required standard. Anyone reading it would know the purpose for which the Lease would be granted, the "nature" of the equipment that might be required and the fact it would "run with the land"; and would reasonably expect that it would impose

positive obligations on the strata corporation to co-operate in giving effect to its terms. If further information was wanted, the Lease was available in the Land Title Office from and after April 13, 2017, the date on which the strata plan was also deposited. Justice Newbury did not accede to any of the grounds of appeal asserted by the strata corporation and dismissed the appeal: *Marshall Mountain Telecom Ltd. v. The Owners, Strata Plan EPS 4044*, 2021 CarswellBC 82, 2021 BCCA 21 (B.C.C.A.).

### **ProView Developments**

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases, Table of Statutes and Index are now in PDF with no searching and linking
- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable