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PRODUCT LIABILITY: CANADIAN LAW & PRACTICE

by Lawrence G. Theall, J. Scott Maidment, Teresa M. Dufort and Jeffery Brown

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This unique resource serves as a legal reference and practical guide — offering insight into the tactics and strategies used to effectively bring and defend a product liability case. This vital text includes: a review of substantive law of product liability; an examination of procedural law as it relates to product liability actions; a discussion of tactical and strategic issues and considerations; and checklists and precedents.

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What’s New in this Update:

This release features updates to Appendix WP—Words and Phrases and Appendix SLL—Selected Legal Literature.

HIGHLIGHTS

APPENDIX WP—WORDS AND PHRASES—CAVEAT EMP-TOR—The doctrine of caveat emptor is the starting point in the law regarding the sale of land. This common law doctrine normally acts to protect sellers of real property from claims of defects found by purchasers after a property has been sold. The doctrine means that at common law the vendor generally does not have a duty of disclosure regarding the condition of the property . . . (*Dyte v. Total Point Developments Inc*, 2025 CarswellAlta 3226, 2025 ABKB 530 (Alta. K.B.) at para. 224 Dario J.).

APPENDIX WP—WORDS AND PHRASES— EX TURPI CAUSA NON ORITUR ACTIO—“The doctrine of *ex turpi causa non oritur actio* prevents a litigant from advancing a claim which depends, at its core, on an illegal act of the claimant”: [*Tran v. Kerr* (2014) 2014 ABCA 350 (Alta. C.A.)] at para 27. (*Toronto Dominion Bank v. Whitford* (2020), [2021] 8 W.W.R. 291, 24 Alta. L.R. (7th) 227, 24 R.P.R. (6th) 184, 71 C.C.L.T. (4th) 211, 2020 CarswellAlta 2589, 2020 ABQB 802 (Alta. Q.B.) at para. 73 Dario J.).

APPENDIX WP—WORDS AND PHRASES— FRESH COMMERCIAL BREAD— In [one proposed class] Action, Fresh Commercial Bread is defined as “packaged bread products and bread alternatives, including bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas”. This definition is substantively similar to the definitions in the other [proposed class] Actions, and I will adopt this definition in these reasons. (*Asquith v. George Weston Limited* (2018), 38 C.P.C. (8th) 286, 2018 BCSC 1557, 2018 CarswellBC 2420 (B.C. S.C.) at para. 3 Baker J.).