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PROFESSIONAL LIABILITY IN CANADA

Campion & Dimmer

Release No. 8, October 2026

Professional Liability in Canada is a comprehensive resource for practitioners called upon to deal with professional liability issues. Providing an exhaustive treatment of the cases governing this growing area of law, it contains both general context analysis and chapters dealing with the liability of specific professions such as lawyers, doctors, accountants, engineers, architects, financial advisors and bankers, real estate brokers and agents. This work also includes practical precedents such as claims, defences and other pleadings.

What's New in this Release

This release features updates to Appendix C—Case Digests, Appendix D—New Developments and Appendix IF—Issues in Focus.

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Appendix C—Case Digests—§ C3:23—Professions and Occupations—Barristers and Solicitors—Relationship with Client—Fiduciary Duty

Plaintiff acted as lawyer for SR Inc., which led to J offering him job there—Plaintiff was terminated after few months at SR Inc. and he sued defendants for breach of employment contract—Defendants counterclaimed and pled that as their lawyer, plaintiff did not discharge fiduciary obligations that he owed to them—Trial judge dismissed plaintiff's action because he did not advise defendants to seek independent legal advice and breached his fiduciary duty by pressing S to sign agreement under unfair circumstances—Plaintiff appealed—Appeal dismissed—Lawyer who does business with client has onerous fiduciary duties—To comply with fiduciary duties, lawyer must confirm that client retained independent legal counsel or urge client to retain independent legal counsel and explain why—Plaintiff did not meet high bar governing lawyer who does business with client—Plaintiff did not prove that defendants informed him that they retained independent legal counsel—Plaintiff never recommended that defendants retain independent legal counsel or advised S of consequences if other parties failed to honour employment agreement—Plaintiff breached his fiduciary duties to defendants and therefore employment agreement was voidable at defendants' option—As employment agreement was voidable, there was no foundation for any claim plaintiff had against defendants.

Brown v. Sprague (2025), 83 Alta. L.R. (7th) 1, [2025] 6 W.W.R. 365, 2025 CarswellAlta 229, 2025 ABCA 41, Karan M. Shaner J.A., Thomas W. Wakeling J.A., William T. de Wit J.A. (Alta. C.A.); leave to appeal refused *Chad Brown v. Earl Sprague, et al.* (2025), 2025 CarswellAlta 2108, 2025 CarswellAlta 2107, 2025 CanLII 94234 (S.C.C.).

Appendix IF—Issues in Focus—Current to 2026

Updated legal memoranda:

§ IF:2—What Legal Duty Does a Doctor Have to a Patient Who Refuses Treatment to Inform the Patient of the Risks and Likely Consequences of the Refusal?

§ IF:3—What is the Duty of Care for a Doctor Performing a Medical Examination for a Third Party? What Does the Role of the Doctrine of Witness Immunity Play?

§ IF:4—Does a Physician Have a Duty to Refer a Patient to a Specialist, or to Consult a Specialist About a Patient, and Under What Circumstances Does Such a Duty Arise? How Have the Courts Approached the Issue of Causation in This Type of Situation?