

Publisher's Note

An Update has Arrived in Your Library for:

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

LAW OF VENDOR AND PURCHASER

Victor DiCatri

Release No. 4, April 2026

The *Law of Vendor and Purchaser* is the classic work on the law relating to the sale of real estate in Canada. The 3rd edition, in 20 chapters, surveys the statutes and case law in the common law provinces and territories. The first eight chapters explore the formation of the contract for sale or the agreements of purchase and sale. Chapters 9 to 14 canvass the legal issues that arise from the investigation of title to repudiation or abandonment, and from construction of the contract to the position of the parties pending completion. Chapters 15 to 18 examine the selection and pursuit of remedies for vendors and purchasers upon default. Chapters 19 and 20 address the standard of care to be met by solicitors acting for parties to a real estate transaction, and the rights and duties of real estate agents and brokers.

This release features updates to Chapters 3, 7, 12, 13, 14, 15, 16, and 19.

Thomson Reuters®

Customer Support

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

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

E-mail CustomerSupport.LegalTaxCanada@TR.com

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

Highlights

POSITION OF PARTIES PENDING COMPLETION—NOTICE—*LIS PENDENS*—CERTIFICATE OF PENDING LITIGATION—1046056 B.C. Ltd. v. Liang, 2026 BCSC 132, 2026 CarswellBC 236 (B.C. S.C.)—Application by seven defendants to discharge certificates of pending litigation registered by plaintiffs; plaintiffs loaned \$12M for new development to two defendants who defaulted and other defendants are personal guarantors of loan; plaintiffs’ action premised on fraudulent conveyances transacted by corporate entities controlled by one defendant intended to defeat or hinder execution of judgment for 14.3M; plaintiffs registered CPLs on 3 unsold strata units in development project despite defendant not being beneficial owner; under s. 215(1)(b) of *Land Title Act* where right of action conferred by another statute matter need only be in respect of land; *Fraudulent Conveyance Act* claim supports a CPL under s. 215(1)(b) without need to establish interest in land as required by 215(1)(a); CPLs properly registered against unsold units in development based on fraudulent conveyance claim; hardship or inconvenience alleged as alternative ground for discharge of CPLs; no evidence of hardship caused by registration of CPL such as impeding ability to close sale of land or deterring potential buyers from making offer; no pending sale on two units and one unit sold with CPL registered on title annual shortfall of \$31,000 caused by low rent charged by defendant and not CPLs; application to discharge CPLs dismissed.

COMPLETION—PREPARATION AND TENDER OF CONVEYANCE—CONVEYANCE SUBJECT TO MORTGAGE—*Moran v. 1715664 Alberta Inc.*, 2026 ABKB 50, 2026 CarswellAlta 166 (Alta K.B.)—Action for specific performance of agreement to assume mortgages in exchange for transfer of 10 units in condominium; defendant has sold 7 units and discharged their mortgages from sale proceeds and plaintiff seeks specific performance of agreement respecting remaining 3 units; specific performance no longer presumptive remedy for contracts involving sale of land; plaintiff bears overarching burden to establish damages not adequate remedy and specific performance in interests of justice; dispute turns on proper interpretation of agreement and undefined phrases assumption of the mortgages and assumption of the balances owing on the mortgages; plaintiffs allege defendant agreed to assume all obligations as mortgagor and defendant asserts only required to make payments without engaging in contractual relations with mortgagee; commercially unreasonable to conclude parties intended plaintiffs would bear obligations and risks as mortgagors, including renewal, for as long as 23 years while defendant made payments; proper interpretation requires purchaser to take over obligations as mortgagor to facilitate vendor’s release as mortgagor; plaintiffs do not assert units are unique and rely on their credit as asset with particular and special value; defendant piggy—backing on plaintiffs strong credit profile to access expanded investment opportunities which puts plaintiffs’ credit at risk and reduces plaintiff’s borrowing capacity; monetary award cannot compensate for damage to credit; specific performance granted with defendant allowed 30 days to refinance and pay off mortgages otherwise order to list properties for sale and pay mortgages out of proceeds.