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LAW OF VENDOR AND PURCHASER

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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, 4, 6, 7, 9, 11, 13, 14 and 17.

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Highlights

STATUTE OF FRAUDS—NECESSITY FOR WRITING—IN GENERAL— Plaintiff's action based on resulting or constructive trust over 11 parcels of land registered in name of defendant; 11 parcels transferred to defendant and registered in his name after plaintiff defrauded of most of inherited family property; true nature of arrangement undefined by writing, evidence establishes purpose of transferring remaining 11 lots to defendant was to protect from possible collection actions by plaintiff's creditors; defendant asserts he purchased properties at time of transfer and denies existence of any trust or other agreement; *Statute of Frauds* defense rejected given contemporaneous notes of lawyer confirming trust arrangement; further, denial of trust and assertion of legal and beneficial ownership by defendant constitutes fraud and engages exception to writing requirement; defendant also opposes reversal of transaction on basis court not empowered to enforce fraudulent conveyance which is illegal agreement; balancing of equitable considerations, including knowing participation of defendant and benefit to creditors from return of properties to plaintiff, justifies reversal of transaction; defendant entitled to reasonable costs incurred as trustee of lots; declaration of trust and order for reconveyance of lots to plaintiff: *Halliday v. Bromley*, 2026 ONSC 2399 (Ont. S.C.J.).

DEDUCTION AND INVESTIGATION OF TITLE—WANT OR DEFECT OF TITLE—WHAT CONSTITUTES IN CASE OF AN ENCUMBRANCE— Claimant purchaser applies for return of deposit and defendant seller opposes and seeks nominal damages; purchaser refused to complete transaction based on discovery of contamination notice registered in Land Gazette; purchase agreement subject to title search and valid objection to title which is not removed or waived provides valid basis to terminate; agreement also subject to financing which was withdrawn by bank based on contamination notice; withdrawal of financing does not trigger doctrine of frustration as applicant did not pursue alternative financing and establishing obligations rendered impossible to fulfill requires more than refusal from single potential lender; potential environmental issue justifies refusal to complete; contamination notice valid objection as encumbrance which goes to root of title by materially impacting enjoyment and marketability of property; order to return deposit held by realtor to claimant: *Fathi v. Tan*, 2026 NBSM 5 (N.B. Sm. Cl. Ct.).

POSITION OF PARTIES PENDING COMPLETION—NOTICE—PURCHASER IN GOOD FAITH—REGISTRY ACTS—Appeal from order to register easement in favour of cemetery over appellant's land based on proprietary estoppel; in 1940 prior landowner agreed to right of way in exchange for burial plot to permit access to cemetery by right-of-way over respondent's property leading to cemetery gate; no written agreement formalized or right-of-way registered; in 2016, in context of unrelated dispute with cemetery, respondent blocked access to cemetery gate; respondents assert easement extinguished since they are bona fide purchasers for value; no error concluding not bona fide purchasers for value given awareness of cemetery's use of right-of-way at time of purchase; not credible to suggest party acquiring adjacent property would not have known of right of way which constitutes public road for access to public cemetery; no error finding implied representation cemetery could be accessed over respondent's land; mere notice of right-of-way does not form basis for proprietary estoppel; for 10 years respondents did not deny right-of way or take steps to prevent ongoing access; fact municipality maintained road does not undermine detriment to respondents who regularly cleaned up right-of-way

based on agreement with prior owner; no error concluding elements of proprietary estoppel established unjust and inequitable to permit respondents to deny right of access: *Arendt v. Point View Cemetery Inc*., 2026 SKCA 66 (Sask. C.A.).