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. *Distribution List*
☐
☐
☐
☐

SECURED TRANSACTIONS IN PERSONAL PROPERTY IN CANADA (3rd EDITION)

Richard McLaren

Release No. 7, July 2026

What's New in this Update:

This six-volume work provides a complete practitioner's manual to the personal property security regimes of Ontario, Manitoba, Saskatchewan, Alberta, British Columbia and the Atlantic provinces. As a textbook, it contains detailed analysis of the finer and more complex academic aspects of personal property security law. As a handbook, it sets out the mechanics for registering and searching documents under the various provincial statutes. Finally, as a law reporter, it features the full text of all relevant case law together with expertly prepared headnotes. In addition, the legislation is regularly updated.

This release features updates to Chapter 2. Definitions, Chapter 3. Scope, Chapter 4. Attachment, adds one new case to Appendix M. Case Law, and Appendix TC. Concordances, the Table of Concordance of Personal Property Security Acts and Uniform Commercial Code has been updated.

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

Highlights:

- **Chapter 4 Attachment—The Concept of Attachment—§ 4:4. Debtor Has Rights in the Collateral**In *Royal Bank of Canada v. KF Kambeitz Farms Inc.*, the Saskatchewan Court of King's Bench considered whether delivery was necessary for the Grain Elevator to obtain an interest in the collateral grain pursuant to s. 34(3)(b)(ii) of the Saskatchewan PPSA, S.S. 1993, c. P-62 (similar to s. 33(1) of the Ontario PPSA). The Court held that possession was not required for attachment because it was not an element of the test under s. 12(1) of the Saskatchewan PPSA (similar to s. 11(2) of the Ontario PPSA). The Grain Elevator obtained an interest in the grain when the parties entered a binding contract for the conditional sale of the grain upon full payment, even if the grain was never delivered to the Grain Elevator. The Court clarified that under s. 34(3)(b)(ii) of the Saskatchewan PPSA, possession is only relevant to determining whether a perfected purchase-money security interest ranks in priority over competing secured interests: *Royal Bank of Canada v. KF Kambeitz Farms Inc.*, 2026 SKKB 50,20 P.P.S.A.C. (4th) 87 (Sask. K.B.).