

there is no cross referencing of statutes, nor a commentary on the statutory provisions, nor references to any decisions where the relevant section of an act or regulation has been judicially considered.

Conclusion

The series, while designed for the benefit of both the novice and the specialist, will attract an even wider following, namely those in the mortgage lending field. For those who consider themselves "novices" this series will undoubtedly prove to be of value, but caution should be observed as the series was not primarily designed to provide a substantive analysis of mortgage law or practice in Canada.

In any review of this series the reader should be forewarned that the editors are still in the process of collecting material to be supplied by regional or provincial editors dealing with those remaining jurisdictions not dealt with to date. The inclusion of those materials will enable the Reporter to be a truly Canadian series. But the further question of whether the compilation of statutes and regulations in a separate volume is a necessary and welcomed feature of the Reporter is a question which the practitioner alone can answer. Bearing in mind that the series goes beyond the narrow legal sphere of mortgage law and practice by reaching into the mortgage lenders world of terminology and practice, solicitors may well find that such an approach can only heighten one's awareness and appreciation of the ever expanding mortgage lending field.

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***Wrongful Dismissal, second edition*, David Harris, Toronto: Richard De Boo Limited, 1980. Pp. 211. \$24.95 (paperback).**

"Industrial capital punishment" in the jargon of grievance arbitration cases is the phrase which has been used to describe the impact of discharge on an employee. Despite its melodrama, the phrase does, nonetheless, graphically convey the potential severity of the consequences of dismissal for an individual resulting from the loss of income and employment, particularly in present economic conditions.

Through the accumulation of grievance arbitration decisions the principles governing discharge under a collective agreement have been refined and accordingly, the rights of the parties have been clarified. But aside from the situation where a collective agreement prevails allowing access to grievance arbitration, what often seems more obscure is the position of the unorganized worker, or managerial employee excluded from the coverage of labour relations legislation, who has been fired. Here, the question of the "legality" of the discharge turns on the requisite amount of notice necessary to terminate the contract of employment and whether the employer has, in fact, breached the agreement by failing to provide a "reasonable" period of notice to enable the employee to secure alternate employment. Consequently, consideration must be given to the circumstances under which the employment contract can be severed, for like the dissolution of a marriage, the breaking of an employment relationship without cause necessitates the fulfillment of obligations imposed by common or statute law.

In this context Harris' second edition of *Wrongful Dismissal* represents a valuable resource for both students and practitioners required to sift through the legislation and body of common law applicable in a discharge situation. It further provides a comprehensive review of the grounds or conduct which constitutes "just cause" for dismissal and would permit the employer to immediately end the employment contract without breaching the agreement.

Especially in those jurisdictions, such as the province of New Brunswick currently, where no statutory right to notice of termination exists, a thorough grounding in the common law is essential for any practitioner.

In recent years the remedy of damages for breach of contract of employment has gained added significance for an expanding class of plaintiffs who might best be described as "expendable executives".

The story of the corporate executive who never takes his lunch to the office because his job might not last until noon, may not be particularly humorous but is significant as an indication of a modern industrial phenomenon — the spread of insecurity in employment from unskilled workers to skilled employees and senior management.¹

The apparent responsiveness of the courts to the tenuous nature of senior management employment has been reflected in the expansion of the maximum length of notice to which an employee may be entitled. Harris makes clear in his discussion of this point that the courts have rejected the notion that a fixed upper limit or maximum length of reasonable notice exists. Harris notes that management of a corporation would be well-advised to pay close regard to potential liability if contemplating the removal of a specialized senior executive who may be some years away from retirement but unlikely to find another position at that same level.

¹Harrison, Rowland, "Termination of Employment", (1972) 10 *Alta. Law Rev.* 250.

Harris draws on decisions from a number of Canadian jurisdictions in developing his analysis of the case law. He also does not restrict himself to a merely narrative account of the legal issues but analyses in some depth more contentious areas of the law such as loss of reputation as a head of damages in a discharge case. In addition, Harris canvasses the principles established by the courts for the assessment of damages including an extensive discussion of the topic of mitigation. In this section Harris has included tables of damage awards broken down into the following categories: position, age, length of service and period of notice awarded by the courts. This categorization is extremely useful for a quick review of the influence or possible influence of these factors on the eventual award.

For the practitioner in his concluding chapter Harris surveys some of what he terms "practical considerations" in the handling of a discharge case including a brief outline of the topic of settlement negotiations with reference to tactical positions which could be adopted by the parties. And for those who pale at the mention of the *Income Tax Act*,² Harris discusses some basic tax matters operative where a discharge has taken place. One area which could have perhaps received more attention is that of conduct outside of working hours for which the employee is terminated. Harris does refer to a recent decision in Ontario which seems to have abolished adultery as "just cause" for termination in recognition of the more relaxed moral climate of our society.³

On the whole, *Wrongful Dismissal* is a concise treatment of the legal principles involved in the discharge of an employee. Its presentation of the issues and format make this book an essential reference tool for determining liability where the termination of employment has occurred.

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²S.C. 1970-71-72, c. 63.

³*Reilly v. Steelcase Canada Ltd.* (1980), 26 O.R. (2d) 725 (Ont. H.C.).

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