

use the text will not have to waste time familiarizing himself with its organizational structure. Instead, he will have more time to make effective use of the contents of the text.

Finally, it is very helpful to a person using the *Bibliography* to find that the necessary bibliographic information concerning dates, volume numbers, pages, etc. is complete for each entry. There is also a consistency of format which makes it quite easy to obtain the necessary information needed to track down any particular work.

In closing, one cannot help but note that criticisms of the *Bibliography* will inevitably arise (my major one is its price — \$50.50 for 277 pages, which one could xerox for under ten dollars). Some will complain that various annotations lack clarity or that they misinterpret the contents of the work they describe. Others will say that the compiler's process of selection was faulty because references to some inferior works were included while others, which are considered by some to be of vital importance, were omitted. These are all subjective opinions which can be remedied by anyone who wishes to append to the *Bibliography* a filing system of articles, monographs and source materials for his own personal use. What Professor Merrills has given us is a good beginning. He has created a skeleton key that fits easily into a very complex lock. To discover the secrets from which we were previously barred, all we need do is use the tool he has given us.

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***Real Estate Law*, B. J. Reiter and R. C. B. Risk, Toronto: Emond-Montgomery Ltd., 1979. Pp. li, 1209. \$57.50 (cloth).**

Professor Reiter's and Professor Risk's "casebook" on *Real Estate Law* marks the introduction of the first major work of its kind in Canada. In 1958 Professor Laskin (as he then was) noted in his text, *Cases and Notes on Land Law*:¹

There has been nothing in Canada comparable to the English texts, let alone those in the United States (where there is a proliferation of general casebooks and specialized treatises as well). We have to go back to Armour's second edition of *Real Property*, 1916, to find any general treatment of the subject We will go no further than Armour unless it is by the efforts of the law teachers²

¹B. Laskin, *Cases and Notes on Land Law* (rev. ed) (Toronto: Univ. Toronto Press, 1958).

²*Ibid.*, at iv.

Indeed, students of real property law in Canada are faced with a noticeable deficiency of texts and casebooks on the subject.³ The need for such a casebook as a useful teaching aid and as a general reference book for both student and practitioner alike becomes even more apparent when one considers that this area of the law constitutes the forum for the majority of insurance claims for a solicitor's negligent breach of contract.

The development of this casebook began in the mid 1960's as material presented for the use of students at the University of Toronto and, accordingly, its format reflects many years of careful planning and editing. The authors, however, have been careful to point out that this work is not an exhaustive or comprehensive guide to all real estate transactions. The concerns and problems associated with estate conveyancy, large land purchases, commercial leasing and development and as well the implications of taxation are omitted. The casebook is conveniently divided into four major parts.

Part I of the text begins by providing the reader with various forms of agreements relating to the typical sale of a home. As well, letters of correspondence, letters on requisition and inter-office memos are included. It should be noted that even the practitioner would find some of these materials enlightening in that they reflect conveyancing practices as they exist in Ontario and these may differ in other provinces.

The casebook then proceeds with the traditional approach to the subject by examining the role, rights and responsibilities of the real estate agent. Even sample listing agreements are provided.

The nature of fixtures and the problems associated therewith in a conveyance of real property are examined. Even implications of retail sales tax provisions are dealt with. The chapter on conditional contracts attempts to provide a systematic approach to a complicated and confused area of the law. The selection of cases enables one to examine the problems in this area logically. The comments made by the authors and questions asked are helpful when trying to rationalize the numerous decisions of the Supreme Court of Canada. The casebook deals with the problems surrounding the description of land to be conveyed from two perspectives. Firstly, are the parties in agreement as to what is to be conveyed and secondly, if there is such a consensus what is the effect of the vendor not being able to convey to the purchaser the land or interest specified in an agreement of purchase and sale.

³The most notable Canadian texts which have appeared since 1958 are: H. D. Anger and J. D. Honsberger, *Canadian Law of Real Property* (Toronto: Canada Law Book Co. Ltd., 1959); D. H. L. Lamont, *Real Estate Conveyancing* (Toronto: Law Society Upper Canada, 1976) and W. B. Raymer and R. H. McLaren *Falconbridge on Mortgages* (4th ed) (Toronto: Canada Law Book Ltd., 1977).

The effect of the agreement insofar as it relates to insurance is examined in light of conventional mortgage financing. The problem with regard to physical defects in new houses is examined in light of the common law. Suggestions for reform are made. The chapters dealing with title and the Planning Act relate only to the provisions as set forth in the relevant Ontario legislation.

Part II of the casebook looks at Land Registration systems and, in particular, the two co-existing systems within Ontario. Once again, this may have little or no application to students from other common law provinces.

Part III examines the remedies of vendors and purchasers. The nature of time provisions, the concept of tender, the effect of rescission and question of damages are all included. Provision as well, is made to examine the effect of closing, the right to specific performance with or without abatement and covenants for title. Indeed, the edited cases pertaining to the remedy of damages, insofar as a purchaser is concerned, represent a concise statement of the law as it exists in Canada today.

Many of the real estate courses taught throughout the Canadian law schools include the subject of mortgages. Thus, *Part IV*, which in effect covers one-third of the casebook, is devoted to this area. Once again, the authors have justifiably confined their efforts to deal with the routine transfer of property.

The casebook provides the student or reader with references for further reading and studying. Incorporating the latest decisions of Canadian courts, it provides one with a sound overview of the law as it relates to real estate. The authors have succeeded in presenting the material in a manner which should be most useful to the student of real estate law and to practitioners who wish to keep pace with recent developments in this area of the law. Professors Reiter and Risk have produced a casebook that will both complement and supplement what few texts are presently available in Canada.

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