

# LexisNexis® Reference Card: Property Law



## Extracted from:

### [Halsbury's® Laws of Canada – Personal Property and Secured Transactions \(2013 Reissue\)](#)

Author: Bruce MacDougall, B.A. Hon., B.C.L., M.A., LL.B.

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### [Halsbury's® Laws of Canada – Real Property](#)

Author: Jeffrey W. Lem, B.Comm., J.D., LL.M

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## (1) Definition of Personal Property

▼**HPS-1▼ Difficult to define.** Personal property does not have a satisfactory positive definition. Personal property is best defined as property that is not land.<sup>1</sup>

### Note

1. *Simmonds v. Simmonds*, [2005] N.J. No. 144, 2005 NLJFC 10 (Nfld. & Lab. S.C. (U.F.C.)); citing *Black's Law Dictionary*, 6th ed. (St. Paul: West Publishing Company, 1990).

## (2) Categorization

▼**HPS-2▼ More specific categorization.** Personal property is usually not dealt with as a single category at common law. More commonly, it is dealt with in more specific categories.

**Chattels real and chattels personal.** Personal property is divided into chattels real and chattels personal. Chattels personal (like personal property itself) is a residual category that includes personal property that does not constitute chattels real.

### (a) Chattels Real

▼**HPS-3▼ Mixed quality.** Chattels real is property of a mixed quality in that it is in some respects connected to real property law and in other respects it is like other personal property.<sup>1</sup> The

most common instance of this category is a lease of land.<sup>2</sup> Chattels real includes interests in land that have a limited duration.<sup>3</sup>

### Notes

1. *Hamilton Brothers Corp. v. Royal Trust Corp. of Canada*, [1991] A.J. No. 12, [1991] 4 W.W.R. 44 (Alta. Q.B.).
2. *Crago v. Julian*, [1992] 1 All E.R. 744 (C.A.).
3. *Re Fraser, Lowther v. Fraser*, [1904] 1 Ch. 111 (Ch. D.), affd [1904] 1 Ch. 726 (C.A.).

## (b) Chattels Personal

▼**HPS-4▼ Residual category.** Chattels personal include property that is not real property or chattels real.

### (i) Choses in Possession / Choses in Action

▼**HPS-5▼ Two-fold categorization.** A property interest in chattels personal can be a chose in possession or a chose in action.<sup>1</sup>

### Note

1. *Bellemare v. Gamache*, [1921] A.J. No. 20, [1921] 2 W.W.R. 564 (Alta. S.C.); *Colonial Bank v. Whinney* (1885), 30 Ch. D. 261 (C.A.), revd (1886), 11 A.C. 426 (H.L.).

### (ii) Chose in Possession

▼**HPS-6▼ Tangibles.** A chose in possession is a tangible. Included are corporeal chattels where there is not only a right to enjoy but also actual enjoyment. This category is largely composed of goods.<sup>1</sup>

### Note

1. *Colonial Bank v. Whinney* (1885), 30 Ch. D. 261 (C.A.), revd (1886), 11 A.C. 426 (H.L.).

### (iii) Chose in Action

▼**HPS-7▼ Intangibles.** A chose in action is an intangible.<sup>1</sup> Like the categories personal property and chattels personal, the category chose in action is a residual category of property. Intangible property is enjoyed through the obligations attached to it that can be enforced not through possession but through legal action.<sup>2</sup> For this reason, the common law (as opposed to equity) did not characterize it as property at all.<sup>3</sup> Included in the category of choses in action are shares and other investments, intellectual property, good-will, negotiable instruments, debts and so on.<sup>4</sup>

## Notes

1. *Phillips v. Joseph*, [1931] O.J. No. 498, [1932] O.R. 71 (Ont. C.A.); *R. v. Stewart*, [1988] S.C.J. No. 45, [1988] 1 S.C.R. 963 (S.C.C.).
2. *Bellemare v. Gamache*, [1921] A.J. No. 20, [1921] 2 W.W.R. 564 (Alta. S.C.).
3. *Colonial Bank v. Whinney* (1885), 30 Ch. D. 261 (C.A.), revd (1886), 11 A.C. 426 (H.L.).
4. See *Lavin v. Geffen*, [1920] S.C.J. No. 44, 61 S.C.R. 356 (S.C.C.) (partnership interest); *Eakins v. Gawley*, [1873] O.J. No. 31 (buyer's interest in contract for sale of lumber); *Gordon v. Gordon*, [1924] S.J. No. 40, [1924] 1 W.W.R. 903 (Sask. C.A.) (rights under a contract of insurance).

## A. CATEGORIES OF INTANGIBLES

▼**HPS-8▼ Two-fold categorization.** Some property is both in possession and in action – for example, many documentary intangibles can actually be possessed but include a debt that is a chose in action.<sup>1</sup> This leads to a second division of this type of property: a pure intangible and a documentary intangible.<sup>2</sup>

### Notes

1. For the use of this term, see *Canada Deposit Insurance Corp. v. Canadian Commercial Bank*, [1996] A.J. No. 951 (Alta. Q.B.).
2. See *McCormack v. Toronto Railway Co.*, [1907] O.J. No. 208, 13 O.L.R. 656 (Ont. H.C.J.) (chose in action); *Bellemare v. Gamache*, [1921] A.J. No. 20, [1921] 2 W.W.R. 564 (Alta. S.C.).

## B. PURE INTANGIBLES

▼**HPS-9▼ Typical forms.** The most common forms of pure intangibles are debt and intellectual property rights.<sup>1</sup>

### Note

1. *R. v. Stewart*, [1988] S.C.J. No. 45, [1988] 1 S.C.R. 963 (S.C.C.).

## C. DOCUMENTARY INTANGIBLES

▼**HPS-10▼ Characterization.** Though documentary intangibles are choses in action, they also have characteristics typical of choses in possession because of their tangible form. They can be possessed and therefore can be the subject of bailment interests.<sup>1</sup>

### Note

1. E.g., shares: *Baud Corp. N.V. v. Brook*, [1973] A.J. No. 8, 40 D.L.R. (3d) 418 (Alta. S.C. (App. Div.)), vard (*sub nom.* *Asamera Oil Corp. Ltd. v. Sea Oil & General Corp.*) [1978] S.C.J. No. 106, 89 D.L.R. (3d) 1 (S.C.C.), itself vard (*sub nom.* *Baud Corp. N.V. v. Brook*) [1979] S.C.J. No. 7, 97 D.L.R. (3d) 300 (S.C.C.).

## D. LEGAL / EQUITABLE CHOSSES IN ACTION

▼**HPS-11**▼ **Historical categorization.** Choses in action are historically either legal or equitable (“choses in equity”), but the distinction matters little today.<sup>1</sup> The most common legal chose in action is debt. Other legal choses in action are a right to damages, a bill of exchange and a share (this latter originally, however, an equitable chose in action). The equitable choses in action are those connected to other equitable devices. So a pecuniary legacy or a trust entitlement is an equitable chose in action.

**Note**

1. *Colonial Bank v. Whitney* (1885), 30 Ch. D. 261 (C.A.), revd (1886), 11 A.C. 426 (H.L.).

## (c) Movable / Immovable Property

▼**HPS-12**▼ **Civil law categories.** Civil law distinguishes movable and immovable property.<sup>1</sup> Movable and immovable are terms sometimes used in connection with real property and personalty, but it is not truly a distinction recognized by the common law.<sup>2</sup>

**Notes**

1. *Re Hoyles*, [1911] 1 Ch. 179 (C.A.).
2. *Re Hoyles*, [1911] 1 Ch. 179 (C.A.).

## I. Estates in Land

## 1. Types of Interests in Land

## (1) Definition of Land

▼**HRP-1**▼ **Land defined.** While the scope of its definition varies somewhat across Canadian jurisdictions, “land” in land title and property acts generally includes land, messuages, tenements, hereditaments, uses or usufructs, whether corporeal or incorporeal, of every nature and description, and every estate or interest therein, whether such estate or interest is legal or equitable. It may also include paths, passages, ways, watercourses, liberties, privileges or easements appertaining thereto and trees and timber thereon, but generally does not include mines or minerals.<sup>1</sup>

**Note**

1. See (NB) *Land Titles Act*, S.N.B. 1981, c. L-11, s. 3; see also (AB) *Land Titles Act*, R.S.A. 2000, c. L-4, s. 1(m); (BC) *Property Law Act*, R.S.B.C. 1996, c. 377, s. 8; (MB) *Law of Property Act*, C.C.S.M., c. L90, s. 17.2

- (MB) *Real Property Act*, C.C.S.M., c. R30, s.1 “land”  
 (NB) *Property Act*, R.S.N.B. 1973, c. P-19  
 (NS) *Real Property Act*, R.S.N.S. 1989, c. 385, s. 27(1)  
 (ON) *Land Titles Act*, R.S.O. 1990, c. L5, s. 1  
 (PE) *Real Property Act*, R.S.P.E.I. 1988, c. R-3  
 (SK) *Land Titles Act*, 2000, S.S. 2000, c. L-51, s. 2(1)(s)  
 “interest”, (u) “land”  
 (NT) *Land Titles Act*, R.S.N.W.T. 1988, c. 8 (Supp.), s. 1  
 (YT) *Land Titles Act*, R.S.Y. 2002, c. 130, s. 1

## (2) Subsurface Rights

▼**HRP-3**▼ **Law of subsurface rights.** Generally, subsurface rights run with the land at common law.<sup>1</sup> While the law governing subsurface rights has limited and conflicting case law analysis,<sup>2</sup> a number of cases support the idea that subsurface ownership should be limited to that which can be reached by the surface owner, or that which can be reasonably used by that person.<sup>3</sup>

**Crown’s reservation of rights.** While land is generally held with certain subsurface rights intact, mines and minerals are the exception, as they form part of the public lands of Canada.<sup>4</sup> The Crown retains all rights to mines and minerals either expressly or impliedly.<sup>5</sup> At common law, a grant of land by the Crown into private hands carries with it an estate in all mines and minerals, with the exception of silver and gold.<sup>6</sup> Today, in Alberta, for example, a Crown grant is taken to reserve mines and mineral impliedly.<sup>7</sup> Any mineral rights which are conferred are limited and regulated under highly elaborate statutory frameworks.<sup>8</sup> The Crown in British Columbia also enjoys an implied reservation of all rights to mines and minerals attached to Crown land; however, the reservation only attaches to minerals which occur naturally in the land. The reservation does not apply to those minerals which may have been moved artificially – until such time as those minerals artificially moved become part of the land itself.<sup>9</sup>

**Interests may be severed.** Interests in mine and mineral rights may be severed from surface ownership.<sup>10</sup> However, in the absence of legislation to the contrary, in a sale between private individuals, a reservation of those rights must be expressly made or such rights are irrevocably transferred with the land to which they are attached.<sup>11</sup> Sale of the right to work the mines and minerals is possible and, as a means of access, implies the right to enter the surface lands,<sup>12</sup> as well as a right to use reasonable means to recover the minerals granted.<sup>13</sup>

**Alberta.** Despite the common law rule allowing a right of entry on surface lands, today in Alberta there must be an express grant permitting it and the transfer document must show consideration paid for the right to enter.<sup>14</sup> Where these are not present, an order may be sought from an administrative tribunal establishing the terms and conditions, including compensation to the surface

owner to account for the impact of the right of entry on the utility of the lands.<sup>15</sup> Further, a person who owns or has an interest in the surface only has limited rights with regard to excavation and disturbance of the surface of the land without the permission of the owner of the rights to mines and minerals both of and under the land.<sup>16</sup>

**Mineral claims.** Generally, not only is the interest of a free miner<sup>17</sup> in his or her claim an interest in land<sup>18</sup> but an option to purchase a mineral claim also creates an equitable interest in land.<sup>19</sup> In Ontario, a separate estate in fee simple may be held in mines and minerals in, on or under land, apart from the ownership of the surface.<sup>20</sup> In British Columbia, for instance, it has been held that a mining claim does not amount to an interest in land, and that such an interest is a chattel only.<sup>21</sup> As such, the owner of the surface of land is alone entitled to be registered as the owner of a fee simple, and either the subsurface or the airspace or both may be registered as charges on the surface of the land.<sup>22</sup>

**Notes**

1. *Edwards v. Sims*, 24 S.W. 2d 619 (Ky. C.A. 1929); *Marengo Cave Co. v. Ross*, 10 N.E. 2d 917 (Ind. S.C. 1937).
2. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 94.
3. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 94, referring to *Boehringer v. Montalto*, 254 N.Y.S. 276 (S.C. 1931) and J.G. Sprankling, “Owning the Center of the Earth”, 55 UCLAL Rev. 979 (2008).
4. *Reese v. Canada*, [1957] S.C.J. No. 54, [1957] S.C.R. 794 (S.C.C.); see also *Dominion Lands Act*, S.C. 1908, c. 20, s. 37.
5. (AB) *Law of Property Act*, R.S.A. 2000, c. L-7, ss. 56(1)-56(4).
6. *Case of Mines* (1567) 1 Plowd. 310, 75 E.R. 472 (Exch.); *Re Precious Metals in Certain Lands of the Hudson’s Bay Co.*, [1927] S.C.J. No. 39, [1927] S.C.R. 458 (S.C.C.).
7. *Public Lands Act*, R.S.A. 2000, c. P-40, s. 35.
8. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 101.
9. *Seymour Management Ltd. v. Kendrick*, [1978] B.C.J. No. 1169, [1978] 3 W.W.R. 202 (B.C.S.C.), where mine tailings and minerals dumped on leased land were not subject of Crown reservation of mineral rights.
10. (BC) *Land Title Act*, R.S.B.C. 1996, c. 250, s. 179; *Panther Resources Ltd. v. Canadian Northern Railway Co.*, [1984] A.J. No. 2554 (Alta. Q.B.); add’l reasons at [1984] A.J. No. 739 (Alta. Q.B.); *North Alberta Land Registration District, Instrument No. 752031 (Re)*, [1987] A.J. No. 854 (Alta. C.A.); *Re Trustee Act Re Real Property Act Re Rules of Court Re Moir’s Estate and Will*, [1961] M.J. No. 25 (Man. Q.B.).
11. *Canada (Director of Soldier Settlement) v. Snider Estate*, [1991] S.C.J. No. 56 (S.C.C.); *Panther Resources Ltd. v. Canadian Northern Railway Co.*, [1984] A.J. No. 2554 (Alta. Q.B.); add’l reasons at [1984] A.J. No. 739 (Alta. Q.B.); *North Alberta Land Registration District, Instrument No. 752031 (Re)*, [1987] A.J. No. 854 (Alta. C.A.); *Re Trustee Act Re Real Property Act Re Rules of Court Re Moir’s Estate and Will*, [1961] M.J. No. 25 (Man. Q.B.); see also B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 101.
12. (AB) *Surface Rights Act*, R.S.A. 2000, c. S-24, s. 1; *British Columbia v. Tener*, [1985] S.C.J. No. 25, [1985] 1 S.C.R. 533 (S.C.C.), where refusal to permit owners access to mineral claims in provincial park is equated to expropriation.
13. *British Columbia v. Tener*, [1985] S.C.J. No. 25, [1985] 1 S.C.R. 533 (S.C.C.); *Alberta Energy Co. v. Goodwell Petroleum Corp.*, [2003] A.J. No. 1207 (Alta. C.A.).

14. (AB) *Surface Rights Act*, [R.S.A. 2000, c. S-24, s. 12](#).
15. (AB) *Surface Rights Act*, [R.S.A. 2000, c. S-24, s. 12](#).
16. (AB) *Law of Property Act*, R.S.A. 2000, c. L-7, s. 56(3).
17. See, for example, (BC) *Mineral Tenure Act*, [R.S.B.C. 1996, c. 292, s. 1](#), where “free miner” is defined as a person who holds a valid and subsisting free miner certificate issued under the Act or former Acts.
18. Within the meaning of the *Statute of Frauds*, 1677 (29 Car. 2, c. 3); see, for example, (BC) *Law and Equity Act*, [R.S.B.C. 1996, c. 253](#); *Stussi v. Brown*, [1897] B.C.J. No. 32, 5 B.C.R. 380 (B.C.S.C.); *Fero v. Hall*, [1898] B.C.J. No. 64, 6 B.C.R. 421 (B.C.S.C.); *Chassey v. May*, [1922] 2 W.W.R. 225 (S.C.C.); *Uranerz Exploration and Mining Ltd. v. Blackhawk Diamond Drilling Inc.*, [1989] S.J. No. 576 (Sask. Q.B.); In Manitoba the statute has been repealed by (MB) *An Act to Repeal the Statute of Frauds*, [C.C.S.M. c. F158, s. 1](#).
19. *Frobisher Ltd. v. Canadian Pipelines & Petroleum Ltd.*, [1959] S.C.J. No. 81 (S.C.C.).
20. *Algoma Ore Properties Ltd. v. Smith*, [1953] O.J. No. 70 (Ont. H.C.J.).
21. *Cream Silver Mines Ltd. v. British Columbia*, [1986] B.C.J. No. 3263 (B.C.S.C.); *Hilton v. British Columbia (Ministry of Transportation & Highways)*, [1986] B.C.J. No. 1077 (B.C.S.C.).
22. (BC) *Land Title Act*, [R.S.B.C. 1996, c. 250, s. 179](#).

### (3) Interests in Air Space

▼HRP-4▼ **Right to air space.** Although air and space are not susceptible to ownership,<sup>1</sup> some proprietary rights have been exerted over air space. For instance, the ownership of land confers rights in the air space above the surface.<sup>2</sup> Furthermore, rights in air space may be severed from the surface and alienated freely.<sup>3</sup> Under the common law, a landowner had rights in a column of air reaching forever upward above the surface of the land, based on the ancient doctrine *cuius est solum eius est usque ad coelum et ad inferos*.<sup>4</sup>

**Balance between private and public needs.** The rights of the modern landowner in the air space above the surface of the land is limited in a way that strikes a balance between the realistic needs for the private use and enjoyment of the land and the public necessity for the use of the air.<sup>5</sup> The modern landowner is entitled to reasonable air space above the surface of the land he or she owns.<sup>6</sup> The owner of the surface holds an entitlement to the airspace up to a certain height above the ground; that which can be used or occupied. Certain courts refer to a standard based on “ordinary use”, or define the limits on the basis that an intrusion must not interfere with “actual or potential use and enjoyment”.<sup>7</sup> As such, “the owner of land has a limited right in the air space over his property; it is limited by what he can possess or occupy for the use and enjoyment of his land.”<sup>8</sup> By putting up buildings or other constructions, the owner

unites or incorporates something to the surface of his land and that becomes part and parcel of the property.<sup>9</sup>

**Trespass.** An intrusion by a land-based structure into the air space above another landowner’s land is considered to be a trespass.<sup>10</sup> For instance, where an advertising sign situated on an adjoining building projects into the air space over a lessee’s premises, an injunction may be obtained by the lessee requiring the sign to be removed.<sup>11</sup>

#### Notes

1. Air and space fall in the category of *res omnium communis*.
2. *Lacroix v. Canada*, [1953] Ex. C.J. No. 7 [1954] Ex. C.R. 69 (Can. Ex. Ct.).
3. (BC) *Land Title Act*, R.S.B.C. 1996, c. 250, ss. 138-146; *Iredale v. Loudon*, [1908] S.C.J. No. 25, 40 S.C.R. 313 (S.C.C.).
4. *Iredale v. Loudon*, [1908] S.C.J. No. 25, 40 S.C.R. 313 (S.C.C.); *Didow v. Alberta Power Ltd.*, [1988] A.J. No. 620 (Alta. C.A.); leave to appeal refused [1988] S.C.C.A. No. 436 (S.C.C.); see also (MB) *Law of Property Act*, C.C.S.M., c. L90, s. 172.
5. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), pp. 92-93.
6. *Didow v. Alberta Power Ltd.*, [1988] A.J. No. 620 (Alta. C.A.); leave to appeal refused [1988] S.C.C.A. No. 436 (S.C.C.); see also *Bernstein of Leigh (Baron) v. Skyview & General Ltd.*, [1977] 2 All E.R. 902, [1978] Q.B. 479 (Q.B.); *Manitoba v. Air Canada*, [1980] S.C.J. No. 69 (S.C.C.); *Kingsbridge Development Inc. v. Hanson Needler Corp.*, [1990] O.J. No. 153 (Ont. H.C.J.), add’l reasons at [1990] O.J. No. 3031 (Ont. H.C.J.).
7. *Bernstein of Leigh (Baron) v. Skyviews & General Ltd.*, [1977] 2 All E.R. 902, [1978] Q.B. 479 (Q.B.); *Didow v. Alberta Power Ltd.*, [1988] A.J. No. 620 (Alta. C.A.); leave to appeal refused [1988] S.C.C.A. No. 436 (S.C.C.); *Lacroix v. Canada*, [1953] Ex. C.J. No. 7 [1954] Ex. C.R. 69 (Can. Ex. Ct.).
8. *Lacroix v. Canada*, [1953] Ex. C.J. No. 7 at para. 23, [1954] Ex. C.R. 69 (Can. Ex. Ct.).
9. *Lacroix v. Canada*, [1953] Ex. C.J. No. 7 at para. 23, [1954] Ex. C.R. 69 (Can. Ex. Ct.).
10. *Didow v. Alberta Power Ltd.*, [1988] A.J. No. 620 (Alta. C.A.); leave to appeal refused [1988] S.C.C.A. No. 436 (S.C.C.).
11. *Kelsen v. Imperial Tobacco Co.* (1957), [1957] 2 Q.B. 334 (Q.B.).

### (4) Fixtures

▼HRP-6▼ **Chattel versus fixture.** Fixtures on a property are included with a gift, devise, sale, mortgage, or lease of land, with the exception of those fixtures which have been specifically excluded.<sup>1</sup> A chattel that becomes sufficiently attached to the land may be transformed into a fixture, and as such becomes part of the land itself.<sup>2</sup> To determine whether an article is a fixture or a chattel, the court must consider the degree of annexation; the relationship of the parties interested in the land and the addition; the nature of the property added; and, the purpose served and the object of annexation.<sup>3</sup> It is a question that depends upon the circumstances and there are many factual permutations that can arise.<sup>4</sup> The variables in the tests relate to the purposes of the attachment and also the physical manifestations of affixing.<sup>5</sup>

**When chattel transforms into fixture.** The determination of whether a chattel has indeed transformed into a fixture is based on intention, objectively determined by examining two key factors: the degree and purpose of the annexation.<sup>6</sup> Even in the case of a chattel only slightly attached to land, a rebuttable presumption is raised that the item has become a fixture.<sup>7</sup> The strength of that presumption is proportionately affected by the extent of attachment and is reversed if the chattel is resting on its own weight.<sup>8</sup> Successful rebuttal depends upon whether the purpose of the attachment is (a) to enhance the land, or (b) for the better use of the chattel as a chattel.<sup>9</sup> These rules suggest that chattels attached to realty to some degree may nevertheless be found to have remained chattels.<sup>10</sup> The opposite conclusion may also be found where items that are not physically attached will sometimes be treated as fixtures; for example, certain spare parts and tools normally used for maintenance, repair and proper functioning of a fixture,<sup>11</sup> and dwellings resting on the ground.<sup>12</sup>

#### Notes

1. *Warner v. Don*, [1896] S.C.J. No. 44 (S.C.C.).
2. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 114; *Hoppe v. Manners*, [1931] O.J. No. 29 (Ont. C.A.); *North West Trust Co. v. Rezyn Developments Inc.*, [1991] B.C.J. No. 3213 (B.C.C.A.), where bowling lanes and associated equipment in recreation centre constitute fixtures; *Alberta Agricultural Development Corp. v. Pierog*, [1991] A.J. No. 1123 (Alta. C.A.), where movable skid granaries qualify as chattels.
3. *Reynolds v. Ashby & Son*, [1904-07] All E.R. Rep. 401, [1904] A.C. 466 (H.L.); *CMIC Mortgage Investment Corp. v. Rodriguez*, [2010] B.C.J. No. 425 (B.C.S.C.), where building not fixed to land but resting on own weight held to be chattel; *Caledonia Service Station Inc. v. Cango Inc.*, [2010] O.J. No. 487 (Ont. S.C.J.), rev’d [2011] O.J. No. 1045 (Ont. C.A.).
4. *Smith v. Simon*, [1938] C.C.S. No. 564, [1938] 4 D.L.R. 760 (M.B.C.A.), quoting Blackburn J., in *Holland v. Hodgson* (1872), L.R. 7 C.P. 328.
5. B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 115.
6. *Newfoundland and Labrador Housing Corp. v. Humby*, [2010] N.J. No. 77, 88 C.L.R. (3d) 257 (N.L.T.D.), var’d [2013] N.J. No. 20, 2013 NLCA 7 (N.L.C.A.); *The Court of Appeal found that the building was not a fixture, as the building and concrete foundation were not a single unit and the building was designed to be dismantled and moved.* *Ross Cromarty Developments Inc. v. Arthur Bell Holdings Ltd.*, [1993] B.C.J. No. 2437 (B.C.C.A.), where purchasers dump sand onto property prior to completion of sale, sand constitutes chattel.
7. *Colonial Investment & Loan Co. v. Martin*, [1928] S.C.J. No. 47 (S.C.C.), with regard to questions as between mortgagor and mortgagee.
8. *Kee v. Chong*, [1910] S.C.J. No. 23 (S.C.C.); *Ontario Wilderness Outposts Inc. v. Nishnawbe Aski Development Fund*, [2006] O.J. No. 892 (Ont. S.C.J.).
9. *Alberta v. Hansen*, [2000] A.J. No. 489 (Alta. C.A.); *North West Trust Co. v. Rezyn Developments Inc.*, [1991] B.C.J. No. 3213 (B.C.C.A.); *Royal Bank of Canada v. Saskatchewan Telecommunications*, [1985] S.J. No. 522 (Sask. C.A.); and B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), p. 114.
10. *Salmonier Service Station Ltd. v. Imperial Oil*, [1998] N.J. No. 223 (Nfld. T.D.).
11. *L & R Canadian Enterprises Ltd. v. Nuform Industries Ltd.*, [1984] B.C.J. No. 550 (B.C.S.C.); *Haggert v. Brampton (Town)*,

[\[1897\] S.C.J. No. 73](#) (S.C.C.); B.H. Ziff, *Principles of Property Law*, 5th ed. (Toronto: Thomson Carswell, 2010), pp. 114-15.

12. See *Elitestone Ltd. v. Morris*, [1997] 1 W.L.R. 687 (H.L.).

## Supplemental Readings

### Property Law

[An Introduction to Real Property Law, 6<sup>th</sup> Edition](#) (Sinclair and McCallum)

[Real Estate Practice in Ontario, 7<sup>th</sup> Edition, Student Edition](#) (Donahue, Quinn and Grandilli)

### General

[Legal Problem Solving – Reasoning, Research & Writing, 6<sup>th</sup> Edition and The Ultimate Guide to Canadian Legal Research](#) (Fitzgerald)

[Legal Writing and Research Manual, 7<sup>th</sup> Edition, Student Edition](#) (Whitehead and

Matthewman)

[Understanding Lawyers' Ethics in Canada](#) (Woolley)

[Lawyers' Ethics and Professional Regulation, 2<sup>nd</sup> Edition](#) (Woolley, Cotter, Devlin and Law)