

**VOL. 62 PART 3 MAY 2004 THE ADVOCATE 379 THE CURATIVE PROVISION IN  
SECTION 43(6) OF THE PPSA:  
HOW MISLEADING IS A “SERIOUSLY MISLEADING” ERROR?**

*By Shafik Bhalloo\**

The Personal Property Security Act, R.S.B.C. 1996, c. 359 (the “PPSA”), came into force in October 1990. It modernized and consolidates the law of personal property as security for debt in a single provincial statute. The PPSA contemplates a single central registration system whereby lenders and sellers are afforded an opportunity, using the mechanism of a financing statement, to register their interests in the personal property of a debtor in order to secure payment of the debt and establish a priority position in the collateral of the debtor. The PPSA requires two essential pieces of information for the filing of a financing statement and perfecting the creditor’s security interest – namely, the descriptions of the debtor and the collateral in which the security is being taken.<sup>1</sup> In contemplation of errors made in the financing statement at the time of registration, the PPSA provides a curative provision in s. 43(6) to relieve secured parties of the adverse consequences of errors in the financing statement. The primary purpose of this article is to examine the scope of this curative provision by examining instructive court decisions at the Supreme Court and Court of Appeal levels in British Columbia. This article assumes that the reader has the requisite knowledge and understanding of the basic scheme of the PPSA and of the concepts of “perfection” and “attachment” referred to in the PPSA.<sup>2</sup>

### **Description of the Debtor and Debtor’s Collateral in the Financing Statement**

The *Personal Property Security Regulation*, B.C. Reg. 227/20020 (the “Regulation”), in part 2, sets out strict and comprehensive rules governing the descriptions, in the financing statement, of both the debtor and collateral in which the security is taken. In particular, in part 2 of division 2 of the Regulation, s. 6 delineates the rules governing the description of the debtor in the financing statement where the debtor is an individual and carries on business under his own name; where the debtor is an individual and carries on business under a name or style other than his own name; and where the debtor is a business debtor. Sections 7 and 8 of the Regulation set out specific rules governing the entry of the names of individual debtors and business debtors respectively. In the case of business debtors, s. 8 of the Regulation distinguishes between different types of business debtors, including corporations, trade unions, partnerships, trustees acting for trusts or the estate of bankrupts and joint ventures, and provides specific rules for describing or entering the names of such debtors.

In division 3 of part 2 of the Regulation, ss. 9, 10, 11 and 12 set out the rules governing the description of the collateral in the financing statement. Section 9 of the Regulation classifies collateral according to the use to

which it is being put when the interest attaches and refers to other more substantive sections of the Regulation that need to be complied with when describing collateral that is serial-numbered equipment or consumer goods; equipment or consumer goods without serial numbers; inventory, whether serial-numbered goods or otherwise; and collateral that gives rise to proceeds. Section 10 provides substantive rules governing the description of specific types of collateral described by serial number, such as motor vehicles, trailers, motor homes, tractors, manufactured homes, outboard motors, boats and aircraft. Section 11 presents substantive rules for describing collateral that is not described by serial number and collateral held by debtor as inventory. Section 12 sets out rules for describing collateral in special cases, including, for example, when an interest in collateral is being registered under the *Sale of Goods Act* or an uncrystallized floating charge is being registered under the *Land Title Act*.

### **Section 43(6): The Curative Provision**

With the myriad of mandatory rules found in the Regulation governing the manner in which various types of debtors and collateral must be described in the financing statements, the PPSA contemplates errors on the part of registrants or secured parties in the registration process and provides a curative provision in s. 43(6), which states:

The validity of the registration of a financing statement is not affected by a defect, irregularity, omission or error in the financing statement or in the registration of it unless the defect, irregularity, omission or error is seriously misleading. Whether or not the curative provision will provide relief to secured parties from errors in the financing statement depends on whether the error is “seriously misleading”.

Neither the PPSA nor the Regulation provides much, if any, guidance as to what constitutes “seriously misleading” in context of registration of a financing statement. Courts, however, have been called upon to interpret the phrase “seriously misleading” in a number of cases, which are discussed below. One of the earliest cases on the meaning of “seriously misleading” is the helpful decision of the British Columbia Supreme Court in *Re Munro*, [1992] B.C.J. No. 2526. In this case the debtor, at the time of assignment into bankruptcy, had two vehicles encumbered in favour of a credit union. The credit union had registered a financing statement in accordance with the PPSA and completed a personal property security agreement. In both of these documents the credit union failed to include the middle initial of the debtor and incorrectly described the serial numbers of the vehicles. In particular, the credit union inserted the wrong digit as the first number of the serial number of one vehicle and an incorrect letter in the middle of another serial number for the second vehicle. Despite these mistakes, searches using the correct information nevertheless turned up the proper security. However, the trustee in bankruptcy contended that the errors in question were “seriously misleading” and objected to the credit union’s proof of claim that the vehicles were security for its debt. The court, in determining whether the errors were “seriously misleading”, reviewed the provisions in the Regulation governing the description of the debtor’s name at p.101.

According to Regulation 12(1)(a)(ii) in the case of serial numbered goods (which includes motor vehicles) the description must include “the last 25 characters of the serial number. . .”. And, according to Regulation 9 where the debtor is an individual, “the name and full mailing address” must be given and the “birthdate may be given”.

While the court found that the omission of the debtor’s middle initial was not seriously misleading because the birthdate of the debtor was given together with the correct first and last names, the error in the serial numbers of the vehicles was more “problematic, particularly in view of the imperative requirement that the “description must include. . .the last 25 characters of the serial number”. In determining whether the incorrect description of the serial number of the vehicles was “seriously misleading”, the court referred to and adopted the definitions of “misleading” and “serious” in the *Shorter Oxford Dictionary*. At p. 102, court stated:

Misleading is defined as being “led astray” or “led into error”, and serious as “weighty, important or grave”.

As the searches of both vehicles using the correct serial numbers disclosed the registrations in favour of the credit union, the court concluded that no one could fairly claim to be “led seriously astray or into grave error by one digit error in each serial number” and accordingly held that the security of the credit union was invalid.

*Re Munro* was considered in another very instructive decision of the same court which further defined the “seriously misleading” test in the curative provision, namely, *Coates v. General Motors Acceptance Corp. of Canada*, [1999] B.C.J. No. 712 (S.C.). In this case, the respondent registered a financing statement in respect of the debtors’ vehicle in the PPSA registry. However, the respondent incorrectly recorded the serial number of the debtors’ vehicle. Subsequently, the petitioner loaned monies to the debtors and by way of security received from the latter a promissory note and a blank signed transfer of the same vehicle in respect of which the respondent had already filed a financing statement.

The petitioner registered the promissory note, and when the debtors defaulted on the loan payments, the petitioner searched the registry for the correct vehicle serial number. The search revealed only the promissory note the petitioner had previously registered. Subsequently, the petitioner used the signed transfer of the vehicle and transferred the vehicle into his name. When the petitioner attempted to take possession of the vehicle, the respondent asserted its prior charge and produced a search using the correct vehicle serial number, which showed both the registration of the petitioner’s promissory note as an exact match and the respondent’s registration as an inexact match.

Thereupon, the petitioner brought an application for a discharge of the respondent’s PPSA registration and delivery up of the vehicle to it on the basis that the respondent’s registration was invalid due to the incorrect description of the serial number in the financing statement registered by the respondent. The court, in reviewing the registry searches conducted by the parties,

attributed the differences in the searches to the manner in which the searches were conducted in the government agent's office. The court then reviewed cases within and outside the jurisdiction and extrapolated from them the following principles when the current provision, s. 43(6) of the PPSA, is invoked by a creditor to obtain relief from errors made in the financing statement at the time of registration:

1. The test of whether a registration is seriously misleading is an objective one, independent of whether anyone was or was not misled by the search or whether a search was in fact conducted.
2. Total accuracy in registration by name or registration by serial number is not necessary.
3. A seriously misleading description of either the name or the serial number in the registration will defeat the registration.
4. A seriously misleading registration is one that, (a) Would prevent a reasonable search from disclosing the registration or, (b) Would cause a reasonable person to conclude that the search was not revealing the same chattel (in the case of a serial number search) or the same debtor (in the case of a name search). The obligation is on the searcher to review the similar registrations to make this determination.
5. Whether a registry filing and search program is reasonable in the sense that its design will reveal simple discrepancies without arbitrary distinction, will not be assessed in determining if a reasonable search would disclose a registration. The only question to be answered is whether a registry search will reveal the incorrect registration.<sup>4</sup>

On the basis of the above principles, the court upheld the respondent's registration and dismissed the petitioner's application because the respondent's filing as revealed, despite the faulty registration. The court was of the view that further investigation on the part of the petitioner would have revealed that the debtors listed on the respondent's financing statement were the same as those listed on the filing in respect of the petitioner's promissory note. The type of chattel, the manufacturer and the model year of the vehicle in question were the same under the parties' registrations. Moreover, the two mistaken characters in the serial number in the respondent's registration were similar to the actual characters in the correct serial number. In the circumstances, the court was of the view that a reasonable person would be alerted to the fact that the respondent's registration was likely in respect of the same vehicle.

A subsequent decision of the British Columbia Court of Appeal in *Gold Key Pontiac Buick (1984) Ltd. v. 46475 B.C. Ltd.*, [2000] B.C.J. No. 1460 (C.A.), further elucidated the scope of the curative provision. The appellant, Gold Key, was a car dealer and leased to the respondent, a furniture manufacturer incorporated under the name 464750 B.C. Ltd. but doing business under the name Pinecraft Furniture Manufacturing, five vehicles for use in the latter's business. The appellant registered financing statements under the PPSA for each vehicle, and correctly described the serial number of each vehicle but described the debtor by its business name Pinecraft

Furniture Manufacturing and not by its proper (numbered company) name as stated in the certificate of incorporation. Subsequently, when the respondent assigned in bankruptcy, the trustee disallowed the appellant's claims in respect of the five vehicles on the basis of the erroneous recording of the debtor's name. The appellant appealed the trustee's decision to the Supreme Court, which held that the error in recording the debtor's name was seriously misleading, and therefore the security interest of the appellant was ineffective as against the trustee. The appellant appealed the decision of the Supreme Court to the Court of Appeal arguing, *inter alia*, that the trustee in bankruptcy was not misled in this case by the error in the registration. The Court of Appeal, in effectively rejecting this argument, considered the companion section to s. 43(6), namely, s. 43(8) of the PPSA, which provides:

If it is alleged that a defect, irregularity, omission or error is seriously misleading, it is not necessary to prove that anyone was actually misled by it.

At para. 10 of its decision, the Court of Appeal then stated of s. 43(8):

This provision obviously negatives the "subjective" approach adopted by some courts to the curative section early in the currency of personal property security legislation. Under that approach, if the trustee or other person alleging an error had not been misled by searching the registry, the error was not regarded as "seriously misleading". . . It is now clear on the authorities that the question of whether a defect, irregularity, omission or error is "seriously misleading" is to be approached objectively. . . While courts have differed on the exact formulation of the question as to what would be seriously misleading to a reasonable person searching the registry. . . the question of whether anyone was in fact misled is therefore largely irrelevant.

The Court of Appeal then considered the magnitude of the error in the registration and concluded that the incorrect description of the debtor was a serious error as there was no similarity between the proper incorporated name and the business name of the debtor. At para. 1 of the decision, the court stated:

The name shown on the certificate provides certainty and uniqueness, in contrast to "doing business as" names, which are notoriously not unique and which companies or individuals may take up and discard with few legal or regulatory consequences. . . The "name of the artificial body" where a corporation is concerned must refer to its proper name as stated on its certificate of incorporation.

Notwithstanding the fact that a debtor name search using the debtor's proper numbered company name would never have revealed the registrations in question, the Court of Appeal upheld the appellant's registrations on the basis that a reasonable person carrying out the PPSA searches would have gone further and performed a search

by serial number, which would have disclosed the appellant's registrations and would not have been seriously misled by the error in the debtor's name. At para. 30 of the decision, the court stated:

Conversely, a reasonable person searching the system would carry out at least a search by serial number because a search by general description would not "turn up" the interest of a previous owner or of a lender to a previous owner. . . Indeed, it seems that the only person who would rely on (and therefore be misled by) a name search only would be a potential creditor seeking general information about the debtor or intending to take a general security interest. The fact that this person could be misled should not, in my view, be permitted to skew the curative provision so that it provides no assistance to persons who use the registration system for its real purpose or who use it in a reasonable manner. Such users would almost certainly go further and perform a search by serial number.

In *Gold Key*, it may be argued that the Court of Appeal appears to have introduced an element of subjectivity in the otherwise objective approach set out in s. 43(8) for determining whether an error in the financing statement is "seriously misleading". That is, although it confirmed that the proper test is an objective one, the Court of Appeal considered the nature of the searching party and its purpose in using the Personal Property Registry. The Supreme Court, in the decision in *Alda Wholesale Ltd. In Bankruptcy*, [2001] B.C.S.C. 921, subsequently adopted this approach.

In *Alda*, the bankrupt *Alda*, which rented and sold used vehicles, assigned itself into bankruptcy. The applicant, the province of British Columbia, was a creditor of *Alda*. Other creditors included the Vancouver City Savings Credit Union (the "credit union") and the Automotive Finance Corporation (the "AFC"), both of which had filed financing statements pursuant to the PPSA claiming security interests in certain collateral of *Alda* and in priority to the province. In the case of AFC, the description of the collateral in the financing statement did not include an after-acquired property clause as well as any indication that after-acquired goods are to be included or charged. In addition, it was unclear in the description of the collateral whether AFC claimed to have a security interest in all of *Alda*'s motor vehicles or only in those that had been leased. In the case of the credit union's financing statement, the collateral was described as "equipment" and did not specify what "equipment" was being charged. Consequently, the province challenged the financing statements of both these creditors as seriously misleading and sought a declaration that the security interests of these creditors were not perfected under the PPSA and therefore that these creditors' registrations were not effective against subsequent creditors who acquired perfected security interests in *Alda*'s collateral. In determining the application, the court adopted the analysis of the Court of Appeal in *Gold Key* at paras. 31 and 32:

It is now clear that what can be described as "seriously misleading" will be reviewed by an objective approach rather than a subjective approach: *Gold Key Pontiac Buick (1984) Ltd. v. 464750 B.C. Ltd. (Trustee of)*, [2000] B.C.J. No. 1460 at para. 10. Section 43(8) is the statutory indication that an objective approach is to be followed. However, the objective approach must be made specific to take into account



the particular classes of person who may be using the registration system. Errors which may be seriously misleading to one particular class may not be seriously misleading to another.

The question is whether the defect, irregularity, omission or error would be seriously misleading to any reasonable person within the class of persons for whose benefit registration and other methods of perfection are required.

The court concluded that in *Alda* the errors in question in AFC's financing statement would be seriously misleading to the class of persons who would search the PPSA registry, namely the parties contemplating providing financing to Alda. The court then went on to state at para. 40:

The overall integrity of the registration system is best promoted if those filing financing statements are accurate in their descriptions so that prospective creditors and purchasers are able to obtain concise accurate descriptions of the collateral charged when they search either by name or by serial number. The defects and errors in the AFC financing statement were not ones that could have been ascertained on any other search of the Registry that could have been undertaken. The principles of certainty and predictability must predominate. In the case at bar, the description is so seriously misleading that it should not be valid against subsequent parties who have taken the care to provide appropriate and accurate descriptions of the collateral charged.

In the case of the credit union's financing statement, the court relied on the same policy reasons above to hold that the credit union's financing statement, which failed altogether to satisfy the description requirements of the PPSA, was seriously misleading and not valid against subsequent creditors who acquired perfected security interests. The decision in *Alda* reinforces the reasoning in *Coates* and *Gold Key*, which focuses on the question of whether any other search of the PPSA Registry could have been undertaken by the searching party to ascertain the defects and errors in the financing statement.

All of the above cases were considered in a recent decision of the British Columbia Supreme Court in *The Matter of the Bankruptcy of UF Media Inc.*, 2003 BCSC 1105. In *UF Media*, the applicant, Userfriendly Media Inc. ("UMI") was the parent of the bankrupt, UF Media Inc. ("UFM"). Prior to its bankruptcy, UFM owed its parent UMI \$ 1.6 million, which obligation was secured by a General Security Agreement ("GSA") granted by UFM to UMI. At or about the same time, UMI registered a financing statement (the "original financing statement") in the Personal Property Registry under base registration number 9058643 to secure its interest in the collateral of UFM described in the GSA. The collateral described in the original financing statement included "all the Debtor's present and after-acquired personal property and an uncrystallized floating charge on land". The registration duration for the original financing statement was two years. Subsequently, at or about the time that the registration of its security interest in the original financing statement had expired (or was about to expire), UMI contacted its solicitor to re-register its security interest in the original financing statement. Shortly

thereafter, UMI's security interest was re-registered by way of a new financing statement (the "new financing statement") registered in the registry. The new financing statement stated:

This is a re-registration under section 35(7) of the PPSA base registration #9058643 originally registered on September 6, 2002.

The new financing statement did not describe the collateral of UFM in which UMI was taking security interest. Approximately eight months after the new financing statement was filed, UFM filed for bankruptcy. Subsequently, UMI filed a notice of intention to enforce security with the respondent, trustee in bankruptcy. The trustee asserted that the new financing statement was seriously misleading because of UMI's failure to describe the collateral, and accordingly rejected the validity of the registration of the new financing statement. Consequently, UMI applied for an order declaring the registration of the new financing statement valid and enforceable as against the trustee in bankruptcy. While UMI conceded that its failure to reproduce the description of the collateral in the new financing statement was an error, UMI relied on the curative provision in s. 43(6) of the PPSA and referred to the definition of "seriously misleading" in *Re Munro, supra*, to argue that the failure to describe the collateral was not a seriously misleading error. In particular, UMI argued that a reasonable person, upon discovering that the new financing statement referred to another document in the description of the collateral, namely the base registration number of the original financing statement, would not be "led astray" or "led into error", but rather would or should be led to a further investigation or inquiry. UMI also relied upon decisions in *Coates, Gold Key* and *Alda* to buttress this argument.

UMI submitted that the latter decisions support the proposition that if the information is available in the registry, a reasonable searching party has an obligation to make that further inquiry, and failure to do so does not render the financing statement seriously misleading. UMI further asserted that any person searching the debtors name would find the new financing statement and would discover that UMI had registered a financing statement against some collateral of UFM. While the new financing statement did not specifically describe the collateral, it referred to a lapsed document that did so describe it. Therefore, a reasonable searcher would realize it needed to make one further inquiry of the registry to obtain the original financing statement. Moreover, a historical documents database at the registry contained the original financing statement, which properly described the collateral. Thus, UMI argued that the defect in the new financing statement would not mislead a reasonable searching party to conclude that the collateral covered was something other than what it actually was. The court accepted UMI's submissions and, in granting the order sought by UMI, stated at paras. 44, 45 and 47:

In the case at bar the immediate search would have disclosed the New Financing Statement. The searcher would know immediately that the secured party was User Friendly Media Inc. and that the base debtor was UF Media Inc., and most importantly, that the document was re-registration under s. 35(7) of the Act under base registration number 9058643 which had originally been registered on September 6, 2000. The searcher then would search the number 9058643 in an attempt to obtain a copy



of the Original Financing Statement which would disclose the encumbrance information which is being sought.

To this point the searcher would not be misled. Nor would he be misled when nothing “comes up” on the number search. He still knows that there has been a re-registration of an Original Financing Statement containing particulars of the encumbrance information; that he has to obtain an official copy of that document to obtain the information, and an inquiry at the Personal Property Registry would result in the production of the microfiche copy of the verification statement containing particulars of the Original Financing Statement and, most importantly, the collateral information sought.

In sum, in my opinion, a reasonable searcher would not have been seriously misled by the failure to describe the collateral in the New Financing Statement. That statement, in effect, gave the searcher direction on where to find the encumbrance information which was being sought. The searcher would not have been led to believe that something important was so when it was not so, for example, that UF Media Inc.’s personal property was not encumbered. A reasonable searcher would not have felt safe to end the search when the search of the base registration number 9058643 did not turn anything up, but would have investigated further and obtained a copy of the verification statement or of the original financing statement. The error did not preclude retrieval of the Original Financing Statement, or the equivalent verification statement, containing the information required by the statute and the searcher.

*Prima facie*, the decision in *UF Media* appears to broaden the scope of the curative provision, s. 43(6) of the PPSA, by relieving the creditor of a type of error or defect heretofore unseen, namely, a complete absence of the description of the collateral. The predecessor cases to *UF Media* mainly involved errors or defects involving serial numbers or descriptions of the collateral such as when an under-inclusive collateral description is provided or errors of that nature occurred, but never a complete absence of the description of the collateral. The learned authors of the *British Columbia Personal Property Security Act Handbooks* when considering the topic in their chapter entitled “Errors in Non-Searchable Fields”, state the following:

A complete failure to satisfy the description requirements should always be considered to be seriously misleading, since to do otherwise would be to undermine the policy of the legislation.

Thus, the use of a prohibited description (such as “consumer goods” without more) should invalidate the registration, *as should a failure to provide any collateral description at all*. [at p. 360, emphasis added]

A close examination of the decision in *UF Media* suggests that the decision is, or should be, limited to its facts. The trustee in *UF Media* was challenging the error or defect in the new financing statement and not the original financing statement. If the court were dealing with the complete failure of description of the collateral in the original financing statement, it is likely that it would have ruled very differently, because in the latter situation the searching party, using the registration system in a reasonable manner, would have been misled. The searching party would not have been able to discover the error by conducting any other search of the registry. The court adverts to this reasoning at para. 30 of its judgment:

It will be seen that I am unable to agree with Mr. Argue's able submissions. It might be different if we were dealing with an Original Financing Statement which did not have the required description of the general collateral in it, i.e.:

**ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND**

And in such circumstances, *Alda Wholesale Ltd.*, *supra*, would be difficult to distinguish. However, in my view the fact that we are dealing with a New Financing Statement seems to me to bring in to play further considerations pertaining to the narrow issue before me, as stated by Newbury J., in *Gold Key Pontiac Buick*, *supra*, whether a reasonable person using the registration system in a reasonable manner would have been misled. It will be seen that in my view in the circumstances of this case, the New Financing Statement provided sufficient information that a reasonable searcher, having perused it, would have then gone on to ascertain the collateral involved, probably by doing exactly what counsel did. The searcher would certainly not have been seriously misled.

## **Conclusion**

Having reviewed the relevant Supreme Court and Court of Appeal decisions in British Columbia interpreting the curative provision in s. 43(6) of the PPSA, the following principles can be extracted to govern the application of the curative provision:

1. Financing statements have to be accurate to promote the overall integrity of the registration system such that prospective creditors and purchasers are able to obtain concise and accurate descriptions of the collateral charged when they search the registry, either by name or serial number: *Alda*, *supra*.
2. Total accuracy in registration by name or registration by serial number is not necessary, provided any defect, irregularity, omission or error is not seriously misleading: *Coates*, *supra*.
3. A "seriously misleading" description of either the name of the debtor, the collateral or the serial number in the registration would defeat the registration. The test of whether a registration is seriously misleading is an objective one; independent of whether anyone is or is not misled by the search, or whether a search is in fact conducted. *Coates*, *supra*; *UF Media*, *supra*; *Gold Key*, *supra*.

4. A seriously misleading registration is one that (a) would prevent a reasonable search from disclosing the registration, or (b) would cause a reasonable person to conclude that the search was not revealing the same chattel (in the case of a serial number search) or the same debtor (in the case of a name search). The obligation is on the searcher to review the similar registrations to make this determination. The ultimate question to be answered is whether a registry search would reveal the incorrect registration: *Coates, supra*; *Re Alda, supra*; *UF Media, supra*.
5. The “reasonable person” referred to in 4(b) above is a reasonable person within the class of persons for whose benefit registration and other methods of perfection are required: *Re Alda, supra*.

## End Notes

• The author wishes to thank Herb Silber for his helpful comments and skillful editing and Veronica Singer for her research assistance.

<sup>1</sup> Subsections 4(f) and (g) of the *Personal Property Security Regulation*.

<sup>2</sup> For a general overview of the PPSA, see *British Columbia Personal Property Security Act Practice Manual* (Vancouver: Continuing Legal Education Society of B.C., 2003), chapter 1, 1-1 to 1-25.

<sup>3</sup> *Gold Key Pontiac Buick (1984) Ltd. v. 464750 B.C. Ltd.*, [2000] B.C.J. No. 1460 (C.A.), at para. 6.

<sup>4</sup> *Coates v. General Motors Acceptance Corp. of Canada*, at para. 17.

<sup>5</sup> Ronald Cuming and Roderick Wood, *British Columbia Personal Property Security Act Handbook*, 3rd ed. (Toronto: Carswell, 1996).