

**COMMERCIAL AND CONSUMER TRANSACTIONS:**  
*Cases, Text and Materials*  
Jacob S. Ziegel and Benjamin Geva  
Toronto: Emond-Montgomery Limited, 1981  
xlv and 1217 pp. \$80.00  
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Two of Canada's most respected authorities in the field of commercial law have combined to produce this first rate volume. Intended for students in a basic commercial and consumer law course, *Commercial and Consumer Transactions* merits attention and use. As the sub-title indicates, this is not merely a casebook. It is a compendium of well-edited cases, journal articles, informative notes, review problems, and questions that test understanding and provoke further thought. A wealth of bibliography is contained in the notes, and there is an appendix of sale and chattel security agreements. The pedagogical value of the book is enhanced by the well-chosen extracts from the Ontario Law Reform Commission *Report on Sale of Goods*.<sup>1</sup> The text is cross-referenced. The Table of Cases is not, however, as extensive as it might have been: it omits a considerable number of cases cited in the notes.

A comprehensive treatment of its subject, the book is divided into three major parts: Sales Transactions, Payment Mechanisms, and Financing Commercial and Consumer Transactions. "Payment Mechanisms" begins with an overview of negotiable instruments law—its evolution, the scope and scheme of the *Bills of Exchange Act*<sup>2</sup>, constitutional matters, essential characteristics of negotiable instruments, their types and uses. The balance of the section surveys liability on an instrument, cheques and their collection, documentary drafts, letters of credit, electronic funds transfers and credit card transactions. In addition, the authors deal with consumer notes and bills. This chapter thoroughly canvasses the judicial response to consumer defences against an action for collection by financiers and the legislative response in Part V of the *BEA*.

"Financing Commercial and Consumer Transactions" focuses on the *Personal Property Security Act*.<sup>3</sup> Prefaced by a discussion of pre-PPSA security devices, this Part examines the creation, attachment and perfection of security interests, priorities, and enforcement. Given the high calibre of treatment of the material, it is unfortunate the authors chose to omit some recent Manitoba and Ontario decisions for "reasons of space." Perhaps the problem of insufficient space might have been remedied by the exclusion of superfluous chapters on basic contract law found in "Sales Transactions".

"Sales Transactions" forms well over half the book, being some 650 pages. It deals exhaustively with the *Sale of Goods Act*<sup>4</sup> and judicial decisions on the concept of sale, seller's implied obligations, delivery, buyer's obligations, property aspects of the contract of sale, risk of loss, frustration, remedies

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1. Toronto: Ministry of the Attorney-General. (1979, 3 vols.).  
2. R.S.C. 1970, c. B-5, as am.  
3. R.S.O. 1970, c. 344, as am.  
4. R.S.O. 1970, c. 421.

for breach, contractual and other limitations on remedies. Extracts from the OLRC *Report on Sale of Goods* provide a valuable critique of the present *Act* and illustrate the policy choices to be made in proposing reform.<sup>5</sup> For example, if the courts manipulate the present rules for the passing of property to achieve an equitable result, would it not be simpler to achieve the same result with rules *not* geared to title? Ought risk of loss to be dependent on alternative criteria to title—such as actual or constructive delivery? In addition, “Sales Transactions” contains informative materials on misleading and false advertising, food and drug legislation, bulk sales, and manufacturer’s liability for defective goods.

The section, however, could benefit from some re-organization of the content of chapters and sequence of topics covered. For example, the criminal liability aspects of false advertising are included in the chapter entitled “Scope of the Contract”. The authors include the chapter on manufacturer’s liability for defective goods between “Seller’s Implied Warranty Obligations” and “Seller’s Delivery Obligations”. These are, of course, small matters which can be easily rectified in subsequent editions of this otherwise excellent text.

In brief, Ziegel and Geva’s *Commercial and Consumer Transactions* is a valuable resource for the student of commercial and consumer law, and well worth the cost of its acquisition.

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5. See an interesting review of the *Report* by Iain Ramsay of the Institute of Law Research and Reform, Edmonton, in which the basic assumptions of the Commission about the need for reform are challenged: (1980), 4 Can. Bar R. 780.