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Behind and Beyond Boilerplate: Drafting Commercial Agreements, Fourth Edition

Cynthia L. Elderkin, B.A., LL.B. and
Julia S. Shin Doi, B.A., J.D., LL.M., CIC.C, ICD.D

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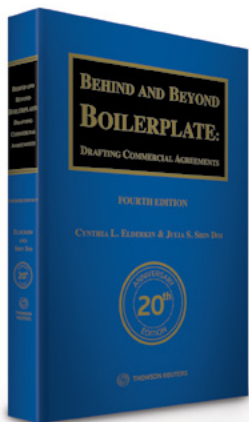
In the heat of negotiation, savvy practitioners pay particular attention to boilerplate clauses.

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New in the fourth edition

Update of all case law affecting boilerplate clauses referenced in the third edition, including commentary on recent Supreme Court of Canada decisions that impact contract interpretation and boilerplate:

- *Teal Cedar Products Ltd. v. British Columbia*, 2017 SCC 32: scope of appellate intervention in commercial arbitration is narrow: deferential standard of review – reasonableness – “almost always” applies to arbitration awards.
- *Douez v. Facebook*, 2017 SCC 33: two-step approach in determining the enforcement of a forum selection clause.
- *Sobczynski v. Beauchamp*, 2015 ONCA 282, leave to appeal refused 2015 SCC: entire agreement clauses apply to anything said and done up to the moment of signing the written contract, operating retrospectively rather than prospectively – unless the entire agreement clause expressly provides otherwise.
- *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53: approach to contract interpretation ought to be practical.
- *Bhasin v. Hrynew*, 2014 SCC 71: duty of honest performance requires the parties to be honest with each other in relation to the performance of their contractual obligations.



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About the Authors

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