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August 21st, 1991

M. Guy Saint-Pierre  
 President and Chief Executive Officer  
 SNC INC.  
 2 Place Felix-Martin  
 Montreal, Quebec  
 H2Z 1Z3

Dear Sir,

- (1) Illegal dismissal from SNC Inc. in 1982 following immigration to Canada to work for SNC Inc./ Legal claim for damages
- (2) Outstanding Issues not forming part of (1).

**1. Legal claim for damages**

Further to my letter of July 31st, it is time for you to be made aware of the full details of what has transpired since the Judgement for \$10,000 in Quebec Superior Court on May 23rd this year, before Judge Perry Meyer. (Case no. 500-85-005-120-835, Robert T. Chisholm vs. Surveyer, Nenniger & Chenevert Inc.). I have now been paid the Judgement of \$10,000 in full.

As previously mentioned, SNC had not paid the \$10,000 judgement by the end of the 30 day legal time delay, and this followed several promises by SNC's lawyers (which were not kept) to pay up on time. Two days later (on May 25th) in response to the 1700 hours deadline set by my lawyers, a cheque arrived at my lawyers' offices at 1704 hours, but this was found to be for \$7,000 only because \$3,000 had been deducted at source for Income Tax when SNC's lawyers knew perfectly well that this was illegal; this was why bailiffs were sent to SNC's headquarters at 2 Place Felix-Martin to seize a whole floor of office furniture and equipment. Subsequently my lawyers sent the \$7,000 cheque back to SNC's lawyers, who then immediately sent it back to my lawyers; this sequence was repeated once more, then my lawyers sent the cheque back to SNC's lawyers for the third and last time.

SNC's lawyers then appealed against the seizure of office furniture and

equipment, which appeal was dismissed in Quebec Superior Court by Judge Michaud on Monday, August 5th. Judge Michaud also severely criticised SNC's lawyers on the following grounds: (a) there was absolutely no way that SNC were allowed to deduct \$3,000 for Income Tax, and (b) SNC's lawyers were just wasting their own time, the Court's time, and SNC's money. Notwithstanding this however, SNC's lawyers indicated that they were going to appeal Judge Michaud's decision as well, so my lawyers then seized all of SNC's Bank Accounts at the Royal Bank of Canada on Wednesday August 7th, in the Middle of SNC's discussions with Lavalin and other interested parties concerning the rescue plan for Lavalin and the possible buyout of Lavalin by SNC as part of that rescue plan.

Subsequently SNC's lawyers agreed to pay the \$10,000 but indicated that they had a problem because by then they had deposited the \$7,000 referred to above, in Court. On Friday August 16th, I learned that SNC's lawyers had sent a cheque for the outstanding balance of \$3,000 and indicated there would be a further 3-4 week waiting period before they could retrieve the other \$7,000 from Court. So there was to be yet another delay-in this case of at least 3 to 4 weeks - caused entirely by the incompetence and obfuscation perpetrated by SNC's lawyers. My lawyers - for obvious reasons - refused to accept this and insisted on immediate payment of the \$7,000 failing which another seizure would be made against SNC's assets. My lawyers then received a cheque for the \$7,000 drawn on the account of SNC's lawyers Dunton Rainville Toupin Perrault & Associates; this plus the other cheque for \$3,000 referred to above made up the \$10,000 Judgement.

The whole saga and resulting delay was caused entirely by mental incompetence and time wasting by SNC's lawyers.

## 2. Outstanding Issues

### Criminal Code (Federal Statutes.)

Wilful attempts to obstruct, pervert or defeat the course of justice. The sequence of events described in (1) above must be considered as superseding para 1.10 of "ROBERT T. CHISHOLM - OUTSTANDING ISSUES CONCERNING SNC INC." dated July 31st, 1991 accompanying my letter of July 31st, 1991, and another copy is enclosed for the sake of completeness.

My instructions concerning payment of the Canadian \$1,500,000 with the conditions previously stated concerning Income Tax, etc., remain in force. The actual sum to be paid by SNC may be more than Canadian \$1,500,000 on account of Income Tax. The amount is to be paid in ONE LUMP SUM, BY CERTIFIED CHEQUE, WITHOUT ARGUMENT AND WITHOUT DELAY. DO YOU UNDERSTAND?

I am open to discussion with SNC concerning clarification of these conditions but not for any other purpose. Any meeting between me and SNC is to take place without any representative of Dunton, Rainville, Toupin, Perrault & Associates being present, but other than this, SNC may call anyone they wish to the meeting (other than strong-arm men or Mafia thugs). Furthermore I reserve the right to have one or more of my own witnesses present at any such meeting.

3. Additional Conditions

The incompetence and obfuscation described in para. 1 above by SNC's lawyers has wasted my own lawyers' time and fees, and they in turn have been obliged to pass those costs on to me in the form of a considerable deduction from the \$10,000 Judgement.

SNC are to pay me on additional \$4,173.00 on account of this deduction - IN ONE LUMP SUM, BY CERTIFIED CHEQUE, WITHOUT ARGUMENT AND WITHOUT DELAY. DO YOU UNDERSTAND?

4. Other Observations and Comments

The conduct of SNC and their lawyers in connection with my case has been totally incompetent and totally irresponsible.

This has been particularly true since the Superior Court judgement on May 23rd, 1991. The effects of this incompetence and irresponsibility extend far beyond my own case, for example because:

- 4.1 SNC and their lawyers jeopardised SNC's entire operations and in particular the recent merger talks with Lavalin, etc., and rescue of Lavalin Inc.
- 4.2 Since the seizure of SNC's Bank Accounts on Wednesday, August 7th, some of the effects of the seizure were that (a) SNC could not commit any money to the bank syndicate which held Lavalin's assets, in order to purchase Lavalin's assets and (b) SNC could not pay their employees.
- 4.3 The details of the Lavalin buyout and rescue agreement as announced in "The Gazette" and other newspapers on Tuesday, August 13th indicated the following, among other things:
  - 4.3.1 SNC had agreed to buy Lavalin's assets from the bank syndicate for a total of \$90 million.

4.3.2 This \$90 million consisted of \$20 million of SNC's own cash, \$30 million in Government loans and \$40 million in loans from SNC's own banks.

4.4 Thus SNC were refusing to pay me the \$10,000 Judgement at a time when they were making an absolutely obscene display of how much money they had, either in the form of their own cash or money that they were able to raise in the form of loans, in order to purchase Lavalin's assets.

5. The Lavalin buyout and SNC's ability to raise the money for this is just the latest in a very long line of exhibitions by SNC, since I came to Canada in 1982, of their ability to raise cash for any purpose that they see fit and on each occasion many millions of dollars have been involved. This is in addition to their unbroken record of good profits (except for one year) since I arrived in Canada in 1982. Thus it is very easy to see how they were able to pay Dunton, Rainville, Toupin, Perrault & Associates to perpetrate mental incompetence and obfuscation in order to waste time at my expense, when I personally was unemployed and could not even get Unemployment Insurance benefits. At the same time I was not even able to get Legal Aid thanks to Article 69 of the Quebec Legal Aid Act. It is combinations of circumstances such as this which lead to the pompous, mysterious and inappropriate notions in some people's minds that "some are more equal than others" in law, and which lie at the root of snobbery based on money as practised in Quebec and elsewhere at the expense of immigrants and others-perpetrated by incompetent lawyers and "businessmen" who wish to fabricate an impression of being clever at the expense of wronged individuals, but based merely on political point - scoring that creates a superficial impression of being "clever" amongst their peers. All of this is contrary to both the Quebec and Federal Charters of Human Rights and Freedoms, quite apart from anything else.

SNC could perfectly well afford to pay the \$10,000 Judgement without fuss. They can also perfectly well afford to pay the Canadian \$1,500,000 plus any additional sums involved in the conditions attached to it concerning Income Tax, and also the other amount of \$4,173.00 previously referred to. I repeat: these amounts are to be paid in ONE LUMP SUM, BY CERTIFIED CHEQUE, WITHOUT ARGUMENT AND WITHOUT DELAY. DO YOU UNDERSTAND?

6. SNC were extremely lucky to have found themselves paying a Judgement of only \$10,000 in my Superior Court case.

The main reason for this was the attitudes of Quebec Appeal Court judges Mailhot, Moisan and Chouinard as expressed in their Judgement dated November 12th, 1987 (case nos. **500-09-001835-834 C.A.M. and 500-05-002695-839 C.S.M.**) concerning Dr. Michael Stanley Short vs. SNC Inc., in which the judges imply that Dr. Short was at fault for not taking full account of the "risks and uncertainties"

involved in changing employment and immigrating to Canada. Some of these "risks and uncertainties" involve companies like SNC falsely advertising themselves as one of "The 100 Best Companies to Work for in Canada". This attitude does not correspond to the attitudes of judges elsewhere in Canada, in particular the case involving a "class action" by several plaintiffs against Dresser Industries Canada Ltd. which was heard on November 29th, 1989 in the Ontario Court of Appeal by Judges Howland, Catzman and Carthy (case no. 602/87). The plaintiffs concerned, like myself, were all people who had come from England to work for the defendant company and who were likewise offered permanent jobs, i.e. for at least two years, so that pre-employment contracts existed as in my own case. The trial judge in the lower Court, the Hon. D.F. Mossop, found that the plaintiffs were entitled to judgements calculated on the difference between the length of time they had actually worked for the defendant company, and the two year term mentioned in their job offers. Dresser Industries Canada, like SNC, were also suffering severely from the 1982 recession so that this factor was also common to my own case against SNC.

The judgement of the Hon. D.F. Mossop was upheld by in the Ontario Court of Appeal by judges Howland, Catzman and Carthy.

The judgement of Quebec Appeal Court Judges Mailhot, Moisan and Chouinard concerning Dr. Short thus seems to have set an extremely dangerous precedent for Quebec because for years to come it will be relied upon by companies like SNC to declare "open season", so to speak, on Independent Immigrants, by appearing to offer permanent jobs which are subsequently found - in law, in Quebec - to be not really very permanent at all, at the expense of the immigrants concerned. So what will you then have? A deep-seated and subtle "business scam" operation, to procure cheap labour (or more accurately, to cheapen labour by indulging in chicanery and insults), calculated to steal money from Independent Immigrants coming, to Quebec, at a time when Quebec says it needs more immigrants whilst complaining about the number who eventually leave for other Provinces in Canada.

7. If the merger of SNC and Lavalin is to work properly, to the benefit of SNC, Lavalin, consulting engineering in Quebec and the rest of Canada, export revenues for Quebec arising from consulting engineering work for Overseas clients, and the economy, then SNC will have to learn some lessons in Personnel management. In particular they will have to learn not to use the services of law firms who behave like Dunton, Rainville, Toupin & Perrault, at the expense of Independent Immigrants, and more particularly Professional Engineers from England.

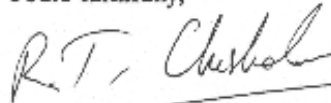
Furthermore, I understand that SNC were Dunton, Rainville, Toupin, Perrault & Associates only client, that the latter have now lost SNC as a client entirely through their own incompetence, and will now probably be bankrupted as a result. This kind of occurrence is also extremely rare.

8. Economic planning, upon which all employment depends, will from now on have to take greater cognisance of stability of employment, particularly with respect to Independent Immigrants who are Professional Engineers from England.
9. I understand that this is the first occasion in SNC's history on which SNC's Bank Accounts have been seized in the course of a lawsuit. This situation is unique.

The other circumstances that have simultaneously come about all at once, as described above, make it even more unique and urgent.

Thus the out-of court settlement for me of Canadian \$1,500,000 with conditions previously referred to is uniquely justified, along with the other amount of \$4,173.00 previously referred to. I repeat one more time: these must each be paid in ONE LUMP SUM, BY CERTIFIED CHEQUE, WITHOUT ARGUMENT AND WITHOUT DELAY. DO YOU UNDERSTAND?

Yours faithfully,



R. T. Chisholm, B.Sc. (Eng.), C. Eng. (U.K.), M. I. Mech. E. (U.K.), Jr. Eng. (Quebec)  
(No. 41992)

Copies for Information

1. M. Robert Racine - Director, Public Affairs, SNC Inc.
2. M. Robert Bourassa - Premier of Quebec
3. M. Gerald Tremblay - Minister of Industry for Quebec.

P.S. - Caution

The reader is cautioned not to disbelieve or dismiss the above. All of it is documented.

Furthermore if anything untoward happens to me, others have instructions to reveal everything to the media and law enforcement authorities.

SNC will have to pay the \$1,500,000, etc., referred to above, without delay, and cease behaving like a hunch of incompetent thugs, or employing lawyers to behave like incompetent thugs, at my expense. That's all there is to it.