

EXHIBIT 23 FILE ITEM 2.23

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO. 500-05-005120-835

S U P E R I O R C O U R T

ROBERT CHISHOLM,

Plaintiff,

vs.

SURVEYER, NENINGER & CHENEVERT INC.,

Defendant.

PLAINTIFF'S DECLARATION

PLAINTIFF DECLARES THAT:

10. On or about April 1st 1982, Plaintiff commenced employment with Defendant as a Senior Mechanical Engineer, classification IN-D-16, at a monthly salary of \$3,000.00 in Defendant's Project Operations Group, Montreal office, assigned to SNC/FW Division, under the further terms and conditions set out in Defendant's letter addressed to Plaintiff on July 27th 1981, a copy of which is produced herewith as Plaintiff's Exhibit P-1 to avail as if herein recited at length.

11. Prior to his employment with Defendant, Plaintiff had been regularly employed in England and elsewhere as a Design Engineer and had been induced to seek employment with Defendant by newspaper advertisements published in London, England, a copy of one sample of which is produced herewith as Plaintiff's Exhibit P-2.

12. On or about July 6th 1982, without prior notice or warning, Plaintiff received a notice of termination of employment from Defendant effective July 8th 1982, a copy of which is produced herewith as Plaintiff's Exhibit P-3.

13. Plaintiff ultimately received a sum equivalent to four (4) weeks' salary in lieu of notice as provided for in the notice of termination of employment, Exhibit P-3.

14. During his employment with Defendant, Plaintiff's work was always satisfactory and up to Defendant's standards, as more fully appears from an undated letter of recommendation emanating from Defendant's Chief mechanical Engineer, Mr. E. Schulz, a copy of which is produced herewith as Plaintiff's Exhibit P-4 to avail as if herein recited at length.

15. Plaintiff's dismissal by Defendant was illegal and without cause, and the compensation offered him in lieu of notice was wholly inadequate.

7. In consideration of Plaintiff's position with Defendant, his displacement from England to Montreal to take up employment with Defendant, and his qualifications and experience, Plaintiff is entitled to a termination allowance equivalent to eighteen months' salary amounting to \$54,000.00.

8. Since his dismissal, Plaintiff has made and continues to make great efforts, and has expended and continues to expend considerable sums to seek gainful employment, but to no avail.

9. As a result of Defendant's wrongful and illegal dismissal of Plaintiff, Plaintiff is entitled to claim from Defendant the following damages:

- 2 -

| | |
|---|--------------------|
| Termination allowance in lieu of notice equivalent to 18 months' salary | \$54,000.00 |
| Less Credit - termination allowance received | <u>(2,769.24)</u> |
| | \$51,230.76 |
| Preparation of Curriculum Vitae in English and French | <u>2,559.65</u> |
| Total: | <u>\$53,790.41</u> |

10. Defendant has refused or neglected to adequately compensate Plaintiff for his illegal dismissal although duly called upon to do so on various occasions, and in particular by demand letter addressed to it by certified mail on December 16th 1982 by the undersigned attorneys, a copy of which, with proof of delivery attached, is produced herewith en liasse as Plaintiff's Exhibit P-5.

11. Plaintiff's action is well founded in fact and in law.

WHEREFORE Plaintiff prays that Defendant be condemned to pay to Plaintiff the aforesaid sum of \$53,790.41, with interest and costs.

Montreal, March 30th 1983

Attorneys for Plaintiff.

CANADA
PROVINCE DE QUÉBEC

District de **MONTREAL** Par la grace de Dieu, Reine du Royaume-Uni, du Canada et

ÉLISABETH DEUX - de ses autres royaumes et territoires, chef du

Commonwealth
Numéro

COUR SUPERIEURE

défenseur de la foi.

À LA RÉQUISITION DE

ROBERT CHISHOLM, Engineer, domiciled and residing at 5795 Eldridge Avenue in the City of Cote St-Luc, District of Montreal,

Partie demanderesse,

NOUS COMMANDONS A

SURVEYER, NENNIGER & CHÊNEVERT INC., a body politic and corporate, duly constituted according to law, having its head office and principal place of business at 1 Complexe Desjardins in the City and District of Montreal,

Partie défenderesse,

De comparaître en notre Cour au Palais de Justice à **1 Notre Dame East, Montreal,** dans les DIX jours de la signification de ce bref, pour répondre à la demande ci-après exposée, ou contenue en la déclaration ci-jointe.

À défaut par vous de produire, dans ce délai, un acte de comparution signé par vous-même ou votre procureur, jugement pourra être rendu par défaut.

EN FOI DE QUOI, nous avons signé,

À **Montreal**

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Procureur(s) de la demanderesse

Officier autorisé

SJ-273 (82-03)

AVOCAT