

C A N A D A

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

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-05-005 120-835

ROBERT CHISHOLM,

Plaintiff

-vs-

SURVEYER, NENNIGER & CHENEVERT
INC.,

Defendant

PLAINTIFF'S AMENDED DECLARATION

PLAINTIFF DECLARES:

1. THAT Plaintiff is a Senior Mechanical Engineer who holds a B.Sc. degree in Engineering, which he obtained from Bath University in England;
2. THAT Plaintiff was born, brought up and educated in England, where he was domiciled and resident;
3. THAT Plaintiff has had a long and prestigious career in Engineering in England, Kuwait and Nigeria;
4. THAT for the 2 years preceding March 19, 1982, Plaintiff as employed by Whitbread & Company Limited as a Mechanical Design Engineer in England;
5. THAT in his capacity as an experienced Mechanical Engineer, Plaintiff had attained certain status and seniority and was assured of long term employment at Whitbread & Company Limited;
6. THAT May 15, 1981, Defendant advertised for Engineers in a British National newspaper, The Daily Telegraph, a copy of which is produced herewith as Plaintiff's Exhibit P-1;
7. THAT Defendant is a company which specializes in engineering consulting for, inter alia, major construction projects on an international basis;

8. THAT Plaintiff was interviewed by Defendant's representative, Mr. Schulz, Mechanical Engineer of Project Operations, on June 26, 1981 in Defendant's London Office and was offered a job at that time;
9. THAT Plaintiff was then interviewed by Danielle Pagé, Manager of Employment and Recruitment, who explained to Plaintiff the benefits of working for Defendant;
10. THAT the above offer of employment by Defendant was confirmed by a letter sent by Defendant to Plaintiff wherein Defendant offered Plaintiff a permanent long term position According to the terms and conditions outlined in said letter dated July 27, 1981, a copy of which is produced herewith as Exhibit P-2;
11. THAT, as appears more fully from Exhibit P-2, Plaintiff was offered a permanent position as a Senior Mechanical Engineer, classification IN-D-16, at a monthly salary of \$3,000.00 in the SNC/FW Division in Montreal;
12. THAT the said salary was established for a working period of 37.5 hours per week and compensation for scheduled overtime would be authorized in addition thereto;
13. THAT furthermore, financial support for relocation was offered and this offer was made on the assumption that Plaintiff would be a long term employee of Defendant;
14. THAT Plaintiff accepted the said offer of employment, gave notice to his employer, Whitbread & Company, sold his home in England and other property and moved to Montreal, Canada, the whole following the firm representations and offers proposed by the Defendant;
15. THAT at the time of Plaintiff's acceptance of the said employment, Plaintiff had received another job offer by Stone & Webster Canada, which job he turned down because of the job offer by Defendant;
16. THAT upon Plaintiff's arrival in Montreal, he commenced working for Defendant on April 1, 1982;

17. THAT Plaintiff flung himself into his work and performed his functions in a professional manner, meeting all the standards of his profession;

18. THAT during his employment with Defendant, Plaintiff's work was always satisfactory and up to Defendant's standards, as more fully appears from a letter of recommendation emanating from Defendant's Chief Mechanical Engineer, Mr. E. Schulz, a copy of said letter which is produced herewith as Exhibit P-3;

19. THAT on July 8, 1982, after working for Defendant for a period of 15 weeks, Plaintiff received a letter from Defendant dated July 6, 1988, indicating that they were terminating Plaintiff's employment as of July 8, 1982 and offered Plaintiff four weeks salary in lieu of notice, the whole as more fully appears from the said letter produced herein as Exhibit P-4;

20. THAT Defendants have acted in an illegal, abusive, humiliating and brutal manner, causing Plaintiff substantial damages in that, without limiting the generality of the foregoing.

a) Defendant actively recruited Plaintiff who had job seniority and job security in England;

b) Defendant made various representations and entreaties to Plaintiff to cause him to move from the country of his origin to Montreal, Canada;

c) Defendant represented to Plaintiff that he had job security and tenure;

d) Defendant caused Plaintiff to uproot himself from his family and friends without ensuring that there was sufficient long term work for him in Montreal;

- a) Defendant treated Plaintiff in a humiliating and cursory fashion, causing him extreme embarrassment before his peers, family and friends, both within and outside of his profession;
- b) Defendant unjustly and illegally dismissed Plaintiff without proper or adequate compensation;

21. THAT as a direct result of the above, Plaintiff found himself in the untenable position of being deprived of income, and although he had been searching for other employment in this city, he has been unable to find suitable alternate employment;

22. THAT Plaintiff was unable to obtain unemployment insurance benefits because having been fired after only 15 weeks, he fell short of the minimum requirement of 20 weeks employment to entitle him to obtain such benefits;

23. THAT the Canada Manpower Office which deals with professional people was unable to help Plaintiff because they do not help immigrants who have resided in Canada for less than 12 months;

24. THAT Stone & Webster Canada, who had previously offered a job to Plaintiff at the same time as Defendant, but who Plaintiff had turned down in order to accept long term employment with Defendant, could no longer offer Plaintiff any type of employment;

25. THAT Plaintiff has made and continues to make great efforts, and has extended and continues to extend considerable sums to seek gainful employment but to no avail;

26. THAT Plaintiff has been forced to live off the proceeds of selling his house in England since he has been unable to find alternate employment;

27. THAT Plaintiff has found it necessary to get psychiatric help in order to come to grips with periods of depression which have affected him as a result of his unjust and premature dismissal;

28. THAT by leaving England to come to Canada to work for Defendant, the consequences to Plaintiff were the loss of his home in England, total loss of income, loss of life savings, loss of living standards and loss of ability to be a responsible person in the Canadian community at large;

29. THAT as a result of all the above, Plaintiff claims from the Defendant damages on account of the following, namely:

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| a) | loss of salary in lieu of notice; | \$ 54,000.00 |
| b) | benefit plan payments; | 3,500.00 |
| b) | loss sustained due to forced sale of his house and anticipated cost of move back to England; | 18,441.00 |
| d) | expenses in seeking alternate employment; | 2,559.00 |
| e) | loss of reputation, humiliation and suffering; | 20,000.00 |

the whole forming a total of \$98,500.00;

30. THAT Plaintiff has called upon Defendant on various occasions, and in particular by demand letter sent by certified mail on December 16, 1982, to pay the aforesaid damages, the whole as appears from a copy of said letter which is produced herewith as Exhibit P-5;

31. THAT Defendant has failed, refused or neglected to pay such damages to Plaintiff;

32. THAT Plaintiff's action is well founded in fact and in law;

WHEREFORE, Plaintiff prays that Plaintiff's action be maintained, and Defendant be condemned to pay to Plaintiff the amount of \$98,500.00, the whole with interest, including the Special Indemnity stipulated in Article 1078.1 of the Quebec Civil Code, as of the date of service of Plaintiff's action; the whole with costs.

MONTREAL, ~~August~~ December 12, 1988

MILLER, ADEL & ASSOCIATES
ATTORNEYS FOR PLAINTIFF
