

IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

**THE CANADIAN FEDERATION OF STUDENTS and
CANADIAN FEDERATION OF STUDENTS - SERVICES**

Plaintiffs

- and -

ACADIA STUDENTS' UNION

Defendant

STATEMENT OF CLAIM

1. The Plaintiffs, The Canadian Federation of Students (hereinafter referred to as "CFS") and the Canadian Federation of Students - Services (hereinafter referred to as "CFS-S") are corporations incorporated under the Canadian Corporations Act and are involved in the provision of services to students at its member campuses throughout Canada. The head offices of both CFS and CFS-S are located in the City of Ottawa, in the Province of Ontario.
2. The Plaintiffs are national organizations of post-secondary students, with a combined membership consisting of approximately 400,000 students in 60 post-secondary student institutions.
3. The Defendant, the Acadia Students' Union, is a corporation incorporated under ~~the~~ an Act to Incorporate the Acadia Students' Union 1967 S.N.S.

The Contract of Membership

4. The Defendant has been a voting member of the CFS and CFS-S since 1990.

5. The By-Laws of the CFS and CFS-S are contractually binding. By-law I, Section 4(a) delineates that a "written application for membership submitted by an eligible local student association will be considered as a binding contract to accept the rights and responsibilities of membership." As a member of the CFS and CFS-S, the Defendant is bound by the By-Laws of the Plaintiffs.

6. Pursuant to By-law I, Section 3(c)(i), each voting member of the Federation is required to support the objectives of the Federation and to abide by all provisions of the By-laws of the CFS. Among other responsibilities, each voting member is required, pursuant to its agreement with the Plaintiffs, to collect and remit membership fees to CFS. By-laws I, Section 2(a)(ii) states the following:

A local association's application for membership, once accepted by the Federation, shall constitute a binding contract to collect and remit to the Federation full membership fees for the duration of the membership;

In addition, By-law I, Section 3(c)(ii) provides the following:

Each voting member will ensure that Federation fees are collected each year at its institution and forwarded to the Federation, according to the contract of membership and the fee agreement if applicable, signed when the member joined:

7. The Defendant has failed to pay its membership fees since the year 1995-1996. In failing to remit such fees, the Defendant is in breach of its contractual obligations. Such fees are now due and owing to the Plaintiffs.

8. Despite the numerous demands for payment the Defendant has failed to pay those amounts currently outstanding.

9. The Defendant is a full member of the CFS and CFS-S and remains in default under the binding terms of its agreement with the Plaintiffs.


Damages

As a result of the Defendant's contractual breach, the Plaintiffs claim as follows:

- a) a Declaration that the Defendant has breached its contract of membership with the Plaintiffs;
- b) an accounting of the sums owed to the Plaintiffs by the Defendant, as determined by the number of students registered for each academic year from 1995-1996 to the present, multiplied by the then applicable membership fees in accordance with the By-Laws of the CFS and CFS-S;
- c) the sums due and payable to the Plaintiffs for membership fees from 1995-1996 to the present, as determined by the aforementioned accounting;
- d) pre-judgment interest and post-judgment interest;
- e) its costs in this action on a solicitor and client basis; and
- f) such further and other relief as this Honourable Court deems just.

PLACE OF TRIAL: Kentville, Kings County, Nova Scotia.

DATED at Berwick, Nova Scotia, this 21 day of December, A.D., 2001.


E. ROXANNE MacLAURIN
Solicitor for the Plaintiffs
Barrister and Solicitors
188 Commercial Street
Berwick, Nova Scotia

TO: The Defendant, their
Solicitors or Agents