

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-17-038173-079
500-17-038176-072

DATE: February 6, 2008

THE HONOURABLE MR. JUSTICE A. DEREK GUTHRIE

N° : 500-17-038173-079

CANADIAN FEDERATION OF STUDENTS, QUEBEC COMPONENT
Plaintiff

v.

NINA AMROV
and
MAHDI ALTALIBI
Defendants

and
MALAMO SAVVAS BEAUMONT
and
SOSHIMA VERA-CADET
and
MELANEE THOMAS
and
ROLAND NASSIM
and
ERICA JABOUIN
and
CONCORDIA STUDENT UNION
and
DAWSON STUDENT UNION
and

THE POST GRADUATE STUDENT'S SOCIETY OF MCGILL UNIVERSITY INC.
and
CONCORDIA UNIVERSITY GRADUATE STUDENTS ASSOCIATION
and
MAX SILVERMAN
and
STUDENT'S SOCIETY OF MCGILL UNIVERSITY
and
PATRICE BLAIS
and
LA CAISSE POPULAIRE PLACE DESJARDINS
Mis en cause

N° : 500-17-038176-072
FÉDÉRATION CANADIENNE DES ÉTUDIANTES ET DES ÉTUDIANTS, ÉLÉMENT
DU QUÉBEC
and
NINA AMROV
and
MAHDI ALTALIBI
Cross-Plaintiffs
v.
GEORGE SOULE
and
SHOSHIMA VERA-CADET
and
MELANEE THOMAS
and
ROLAND NASSIM
and
ERICA JABOUIN
and
SHANICE ROSE
Cross-Defendants

JUDGMENT

[1] The Court is seized of competing applications by two different groups of students for a **permanent injunction** in file number 500-17-038173-079, one in the Motion to institute proceedings (as amended) and one in the Cross-Demand (as amended). Each group is asking the Court to declare its members to be the lawful directors and officers of Plaintiff and to exclude the members of the other group from interfering in Plaintiff's operations.

[2] File numbers 500-17-038173-079 and 500-17-038176-072 were joined for purposes of trial and proof was common to both files.

[3] No witnesses were heard; proof was made by affidavits, transcripts of examinations out of court and other documents filed by the parties (Exhibits P-1 to P-34, D-1 to D-17 and SRD-1 to SRD-4).

[4] On the first day of trial, Plaintiff in file number 500-17-038173-079 confirmed it had discontinued its action against *Mis en cause* Max Silverman, Student's Society of McGill University, Patrice Blais and La Caisse Populaire Desjardins.

[5] On December 4, 2007, the safeguard order pronounced in these files by Justice Mark G. Peacock on September 12, 2007 was continued in effect by this Court until the date of the present judgment.

Facts

[6] Canadian Federation of Students, Quebec Component ("CFS-Q") is a federation of post-secondary student associations. CFS-Q is constituted as a not-for-profit corporation by Letters Patent under Part III of the Québec *Companies Act*¹ (Exhibit P-1).

[7] CFS-Q is affiliated with a national student association known as Canadian Federation of Students ("CFS-National") in that membership in CFS-Q entails membership in CFS-National. However, both CFS-Q and CFS-National are separate legal entities.

[8] In accordance with its Bylaws (Exhibit P-2), members of CFS-Q (of which there were five at all relevant times) are local student associations.

[9] Membership in CFS-Q is divided into two categories: "full membership" and "prospective membership".

[10] At all relevant times, there were three **full member associations**: (1) *Mis en cause* Post Graduate Student's Society of McGill University ("PGSS") also known as Local 79; (2) *Mis en cause* Concordia University Graduate Students Association

¹ R.S.Q., c. C-38.

("GSA") also known as Local 83 and (3) Mis en cause Concordia Student Union ("CSU") also known as Local 91.

[11] At all relevant times, there were two **prospective member associations**: (1) Mis en cause Student's Society of McGill University ("SSMU") and (2) Mis en cause Dawson Student Union ("DSU").

[12] The formal decision-making body of CFS-Q is the "plenary". The actual work of CFS-Q is administered by a board of directors known as the "Executive Committee".

[13] Annual and semi-annual general meetings of members of CFS-Q are scheduled by the Executive Committee. Special general meetings may be scheduled by (1) a resolution of the Executive Committee or (2) a resolution of a local association board of directors directing the Executive Committee to **immediately** schedule a special general meeting within the succeeding three weeks.

[14] At all general meetings of the members of CFS-Q the quorum required is more than 50% but never less than two of the member local associations. Resolutions are decided by a majority vote of the member locals, **each of the five member local associations having one vote**.

[15] At all relevant times, the Executive Committee was comprised of up to eight members: three "at-large" members elected by the plenary (and having the titles "Chairperson", "Deputy Chairperson" and "National Executive Representative" respectively) and one individual elected by each of the local associations and ratified by CFS-Q Executive Committee.

[16] At least 51% (but never less than three) of the currently filled positions on the Executive Committee constitutes a quorum.

[17] CFS-Q Letters Patent provide for the removal of members of the Executive Committee by a vote of the member associations at a general meeting.

[18] According to the draft minutes of the CFS-Q special general meeting of June 19, 2007 (Exhibit P-3), Nina Amrov ("Amrov"), an individual member of SSMU, was elected to the CFS-Q Executive Committee position of Chairperson. The same minutes indicate that Mahdi Altalibi ("Altalibi"), an individual member of DSU, was elected to the CFS-Q Executive Committee position of Deputy Chairperson.

[19] Malamo Savvas Beaumont ("Beaumont"), Soshima Vera-Cadet ("Cadet") and Melanee Thomas ("Thomas") are each individual member of DSU, CSU and PGSS respectively.

[20] Roland Nassim ("Nassim") is an individual member of PGSS and the person elected by that member local association to act as its representative on the CFS-Q Executive Committee.

[21] Max Silverman ("Silverman") is an individual member of SSMU, and the person elected by that member local association to act as its representative on the CFS-Q Executive Committee. On the first day of trial, Silverman confirmed that his mandate as a member of the Executive Committee had terminated before the end of November 2007.

[22] Erica Jabouin ("Jabouin") is an individual member of CSU.

[23] Patrice Blais ("Blais") is an individual member of GSA.

[24] La Caisse Populaire Place Desjardins ("Caisse") is the financial institution in which CFS-Q had its only bank account, namely account number [...]. By safeguard order pronounced in these files by Justice Carole Julien on August 15, 2007, the Caisse was ordered to transfer to Notary Michel Paquette in trust all the funds remaining in bank account number [...].

[25] At the June 19 CFS-Q special general meeting, elections were held for the three "at-large" positions on the Executive Committee. Amrov was elected to the position of Chairperson and Altalibi was elected to the position of Deputy Chairperson. The position of National Executive Representative was not filled.

[26] By e-mail sent July 4, 2007 (Exhibit P-4), the CSU president directed the Executive Committee to immediately schedule a special general meeting of CFS-Q to deal with questions concerning the validity of the elections of Amrov and Altalibi at the June 19 special general meeting. According to CFS-Q Bylaw 3.3, such special general meeting should have been scheduled by the Executive Committee no later than July 25.

[27] On July 16, 2007, Nassim (the representative of PGSS) circulated an e-mail motion calling for a special general meeting to be scheduled for July 30, 2007, the agenda for which would include "... any motions with regards to the election previously held" (Exhibit P-6). This motion was seconded by an e-mail from Justin Levy ("Levy"), the representative of CSU.

[28] On July 17, Amrov circulated an e-mail calling a meeting of the Executive Committee to take place on July 24, 2007 (Exhibit P-8).

[29] On the morning of July 24, Amrov sent an e-mail to the CSU president requesting a copy of the CSU resolution signed by its secretary requesting such special general meeting (Exhibit P-10) even although the CSU's directive had been given to the Executive Committee on July 4 by the CSU president writing on its behalf.

[30] On July 24, by way of an e-mail to the members of the CFS-Q Executive Committee (Exhibit P-11), Charles Brenchley, president of DSU, informed the members of CFS-Q that it was Shanice Rose ("Rose"), DSU's vice president finance, who had been elected by DSU at its executive council meeting of June 20 (Exhibit P-18) to sit as the DSU representative on the CFS-Q Executive Committee.

[31] On July 25, a modifying declaration was filed with the Québec Registraire des entreprises in which the members of the CFS-Q Executive Committee (administrateurs) were listed as Nassim, Silverman, Jabouin, Blais, Amrov and Altalibi (Exhibit P-12). Beaumont was also listed as an Executive Committee member although she had not been ratified as such by the Executive Committee.

[32] On July 30, Amrov circulated to member local associations an e-mail containing a "proposed Agenda" for the August 3 special general meeting (Exhibit P-16). Any mention of the contestation of the elections at the June 19 special general meeting of CFS-Q was conspicuously absent from the proposed agenda.

[33] At a meeting of DSU executive council on August 2 (Exhibit P-19), the following persons were chosen as forming the delegation to represent DSU at the CFS-Q special general meeting scheduled for August 3: Rose, Margo Dunnet ("Dunnet") and Ryan Solomon.

[34] At a meeting on August 2, the CFS-Q Executive Committee purported to ratify Beaumont as DSU's representative on the Executive Committee **despite the decision of DSU's executive council, on June 20 at its meeting, to replace Beaumont by Rose.**

[35] On August 3, the special general meeting of CFS-Q took place at 3650 McTavish Street in Montreal. What transpired at this meeting is outlined in some detail in the sixteen-page draft minutes (Exhibit P-20) prepared by Dunnet who acted as secretary of the meeting.

[36] Amrov called the meeting to order at about 12:20 p.m. and indicated that she would be chairing the meeting. Almost immediately, PGSS and CSU presented a motion that the meeting should be chaired by Brent Farrington ("Farrington"), the representative of CFS-National. On a vote, DSU (represented by the delegation appointed at the DSU executive council meeting of August 2, 2007), CSU and PGSS supported the motion. SSMU, GSA and Beaumont (purporting to act as the sole delegate of DSU) voted against the motion.

[37] After lengthy discussion over which DSU delegation had the right to vote, the meeting recessed to permit informal discussion of this problem. When the meeting reconvened, Amrov announced that she was recognizing Beaumont as the sole delegate representing DSU.

[38] After further fruitless discussion GSA moved to adjourn the meeting. GSA and SSMU voted in favour of the motion and CSU, PGSS and DSU voted against and the motion was defeated. CSU and PGSS then asked Farrington to take over chairmanship of the meeting. Farrington stepped in to chair the meeting at about 2 p.m.

[39] Farrington advised the meeting that he would be recognizing the persons appointed at the DSU April 2 executive council meeting as the proper DSU delegation. The delegations from GSA and SSMU then walked out of the meeting at about 2:10 p.m.

[40] During the rest of the CFS-Q special general meeting, the following decisions, amongst others, were taken unanimously by the quorum of three remaining delegations, PGSS, DSU and CSU:

- Amrov was removed as an "at-large" member of the Executive Committee;
- Altalibi was removed as an "at large" member of the Executive Committee;
- the position of CFS-Q Office Manager was created and George Soule ("Soule") was hired to fill the position on an interim basis;
- Thomas (a member of PGSS) was elected to the "at-large" position of National Executive Representative;
- Cadet (a member of CSU) was elected to the "at-large" position of Chairperson;
- it was decided to change the lock on the CFS-Q office door and to issue keys to Soule, Cadet, Nassim, Jabouin, Thomas and CFS-National;
- Cadet, Nassim and Jabouin were appointed signing officers of CFS-Q.

[41] The Court has no difficulty in believing that those who chose to leave the August 3 special general meeting were fully aware of the intention to deal with the removal of Amrov and Altalibi as "at-large" members of the Executive Committee and the election of their replacements. On this point, one has only to look at paragraph 84 of Amrov's September 6, 2007 affidavit, paragraph 81 of Altalibi's September 6, 2007 affidavit and at paragraph 36 of Solomon's September 8, 2007 affidavit. Furthermore, the July 27 e-mail from the president of CSU addressed to member local associations (Exhibit P-15) made it quite clear that motions removing Amrov and Altalibi would be presented at the special general meeting.

[42] On July 24, 2007, a meeting of the CFS-Q Executive Committee was held and the following decisions, amongst others, were purportedly taken:

- Blais was ratified as the representative of GSA's executive council;

- Nassim was ratified as the representative of PGSS's executive council for a new term given that he had held this position before the said meeting;
- Jabouin was ratified as the representative of CSU's executive council, replacing Levy who had previously held the position;
- a special general meeting of CFS-Q was scheduled for August 3, 2007.

[43] On August 4, Soule, using the services of a locksmith, had a new lock installed on the CFS-Q office door.

[44] The Court finds that the events which allegedly took place between August 4 and August 10 (the date a Motion for a **provisional** injunction in file number 500-17-038176-072 was presented to a judge in chambers) are irrelevant for purposes of the present judgment.

Discussion

[45] At the outset, it must be remembered not to confuse the criteria applicable to a motion for a **final injunction** (as in the case here) and the criteria applicable to a motion for a **provisional or interlocutory injunction**. As Justice Roger Brossard pointed out in the following *obiter dicta* remark in the Court of Appeal case of *Pérusse v. Commissaires d'écoles de St-Léonard*:²

« L'injonction finale s'accorde ou se refuse après l'instruction entière et finale du litige engagé entre les parties; le jugement qui l'accorde ou la refuse doit se fonder sur une reconnaissance finale et motivée des droits réels des parties tels que découlant de la loi et tels qu'appuyés sur des faits dont la certitude découle d'une preuve complète et elle-même finale; les conséquences, autres que les conséquences juridiques, de l'octroi ou du refus de l'injonction ne peuvent entrer en ligne de compte. »

This remark was subsequently followed by Lemieux J. (later the chief justice of the Superior Court) in *Fondation Le Corbusier v. Société en commandite Manoir Le Corbusier Phase I*.³

[46] The Court has reviewed the relevant provisions of the CFS-Q Letters Patent, Constitution, Bylaws and Standing Resolutions, and the DSU Constitution and Bylaws as well as the CFS-National Constitution and Bylaws (Exhibit P-32) and Standing Resolution 24 (Exhibit P-33).

² [1970] C.A. 324 at 329

³ [1991] R.J.Q. 2864 at 2868 (C.S.)

[47] The main problem of this litigation concerns the interpretation to be given to certain sections of the rather poorly drafted CFS-Q Bylaws and Standing Resolutions and to certain sections of the DSU Bylaws.

[48] Various key-terms of CFS-Q Bylaws are not defined and are often used interchangeably. For example, "Quebec Component" is used interchangeably with other terms such as "Provincial Component" or "Corporation" and are presumably meant to refer to CFS-Q.

[49] The term "Executive Committee" is also used interchangeably with "Federation Executive Committee", "Provincial Executive", "Quebec Executive Committee" and "Quebec Component Executive Committee", presumably in reference to the CFS-Q Executive Committee.

[50] The term "Federation" is used haphazardly, both in reference to CFS-Q as well as to CFS-National. Where the term "Federation" appears in conjunction with words such as "national" or "Quebec Component", this helps to indicate whether references is being made to CFS-Q or to CFS-National. In other sections, however, the term "Federation" appears alone, necessitating some contextual interpretation. Further difficulties arise because many of the foregoing terms are capitalized inconsistently throughout the Bylaws.

Eligibility for "At-large" Positions on CFS-Q Executive Committee

[51] According to section 6.5(a) of the CFS-Q Bylaws, only an *"individual fee-paying member of the Federation"* may be nominated for a position on the Executive Committee. In the context of section 6.5, the Court interprets the word "Federation" to mean CFS-Q. Section 2.2(f) grants **prospective member** local associations the same rights and benefits as **full member** local associations, whereas section 6.5(a) confers eligibility rights to individual members of such local associations.

[52] Under section 6.5(a), eligibility for nomination is predicated upon the criteria of paying fees to CFS-Q, which criteria prospective members do not fulfil. Furthermore, even although section 2.2(f) grants extensive rights to individual members of prospective member local associations, such individual members would still not be eligible for nomination because section 6.5(a) represents a specific derogation from the general principle set forth in section 2.2(f).

[53] Section 6.5(a) constitutes a restriction on the eligibility of individuals to be nominees for any of the three **at-large** positions on the Executive Committee. That this provision refers only to the at-large positions and not the member local representatives can be seen from the fact that, under section 6.1(a), only the at-large members of the Executive Committee are **nominated** for election by the delegates at a general meeting

while, under section 6.2, local representatives are not nominated but rather **elected** by their respective local associations and ratified by the Executive Committee.

[54] Furthermore, an examination of section 6.5 as a whole shows that it concerns only the at-large positions. Section 6.5(a) concerns who may be a "nominee", referring necessarily to the at-large positions. Section 6.5(b) concerns the office of Chairperson, one of the at-large positions, and section 6.5(c) concerns explicitly the at-large positions.

[55] Section 6.5(a) restricts eligibility of individuals for at-large positions on the Executive Committee to individual fee-paying members of CFS-Q. In virtue of section 1.4, this means individuals who pay fees to CFS-Q. In fact, these individuals are students who belong to **full member** local associations and who therefore pay fees to CFS-Q, as required by section 2.1(e). This eligibility requirement excludes any individual who is not a fee-paying member of CFS-Q. As provided in section 2.2, individuals who are members of a **prospective member** local associations pay no fees.

[56] The Court does not accept the interpretation of these sections given by Mtre Philippe-André Tessier in his opinion of July 24, 2007 (Exhibit D-6) that CFS-Q Bylaws do not contemplate the payment of fees by individual members but rather by local associations. If this were the case, section 6.5(a) would not refer to "an individual fee-paying member" but rather to "an individual member of a fee-paying member local association" in accordance with the terminology used elsewhere in the CFS-Q Bylaws.

[57] The only evidence adduced of the actual practice in this regard is contained in the transcript of the September 26, 2007 examination out of court of Mtre Patrice Blais.⁴ It is individual students who pay fees to CFS-Q, although the fees are collected and remitted by the member local associations.

[58] The Court disagrees with the following statement contained in the July 24 opinion of Mtre Tessier:

"[...] Since prospective members do pay fees to CFS and, by virtue of Standing Resolution 24, a part of these fees are transferred to CFS-Q, it follows that individual members of local associations having acquired prospective membership are indeed "fee-paying" members within the spirit of CFS-Q's Bylaws."

[59] Firstly, as can be seen from the provisions of the Constitution and Bylaws of CFS-National, although individual members of **full member** local associations pay fees to CFS-National (which are collected and remitted by the local associations), individual members of **prospective** member associations do not pay fees to CFS-National.

⁴ Exhibit P-31 at page 52.

Rather, it is the local associations that are required to pay prospective membership fees to CFS-National.⁵

[60] Secondly, it is clearly **not** the case that Standing Resolution 24 of CFS-National requires the transfer to CFS-Q of any part of the fees collected from individual members or local member associations. The requirement of Standing Resolution 24 is that one sixth of the membership fees collected in a province or region be allocated to provincial or regional organizing. This could consist of **direct spending** which would completely bypass the relevant provincial association.

[61] To conclude, at the CFS-Q special general meeting of June 19, Amrov and Altalibi did not meet the eligibility requirements for them to be elected members at-large of the Executive Committee.

DSU Constitution and Bylaws

Functions of the Vice President External Affairs

[62] In the Court's opinion, the description of the duties of the DSU vice president external affairs contained in section 5(13) of its Constitution and Bylaws constitutes a description of the **normal functions** of such office. However, these functions are subject to modification by the DSU executive council as required by the circumstances.

[63] Section 5(13) explicitly refers to the **duties** of the vice president external affairs and not to the **powers** or prerogatives belonging to the said office. The first duty of the vice president external affairs is "*to assure the liaison with other student unions, federations and groups ...*", indicating that the DSU vice president external affairs represents DSU, and is not an independent agent answerable to no one once elected.

[64] Section 5(13) also states that it is the duty of the vice president external affairs "*to serve as the main representative to any student federation or coalition the union may join, as appropriate*". The use of the words "as appropriate" necessarily implies that there may be circumstances where it is inappropriate for the vice president external affairs to serve this function. In the Court's opinion, it is the DSU executive council that is the body best placed to decide when it is or is not appropriate for the vice president external affairs to serve as the main representative to an organization such as CFS-Q, particularly given the powers of the executive council found in section 4(2) to "*administer the affairs of the Union in all things ...*".

[65] The vice president external affairs, as a member of the DSU executive council, is answerable to that body and bound to act according to the principle of executive solidarity referred to in section 4(17). It follows that there is no requirement that the vice

⁵ Contrast s. 2(a)(v) with s. 2(b)(v) of Bylaw 1 of CFS-National (Exhibit P-32).

president external affairs must be the DSU representative on the Executive Committee of CFS-Q or even a member of the delegation representing DSU at general meetings of CFS-Q. The vice president external affairs in office at any given time should conform to the resolutions of DSU executive council.

Quorum of DSU Executive Council

[66] In virtue of section 4(6) of DSU Constitution and Bylaws, its executive council is composed of nine directors. Section 3(2) provides that there are to be two general assemblies per year, one in the first week of March and the other during the second week of October. Of the nine directors, five are elected at the March general assembly in accordance with section 3(3) and four are elected at the October general assembly in accordance with section 3(4).

[67] According to section 4(7), the mandate of the five directors elected at the March general assembly starts on June 1 of the same year and ends on May 31 of the following year, whereas the mandate of the four directors elected at the October general assembly starts at the close of that general assembly and ends on May 31 of the following year. The last sentence of section 4(7) refers to directors who resign prior to the end of their term (see section 4(12) on retirement) and does not contemplate the continuation in office after May 31 of the directors elected at the October general assembly. Otherwise, section 4(7) would simply have defined the term of those directors as running from their election until the following October general assembly.

[68] Although DSU executive council is composed of nine directors, between May 31 and the date of the October general assembly, only a maximum of five directors (i.e. those elected at the March general assembly) will be in office.

[69] According to section 5(4) of DSU Bylaws, quorum for meetings of the executive council is "50% + 1". Amrov and Altalibi argue (a) that the quorum for executive council meetings is 50% + 1 of the full complement of nine directors and (b) that 50% + 1 of nine directors is simply a majority of five directors.

[70] If it were intended that quorum for executive council meetings be a "majority" of the directors, then this is what section 5(4) would have provided. However, according to the terms of section 5(4), the quorum calculation based on the full complement of nine directors would be as follows: $(50\% \times 9 = 4.5) + 1 = 5.5$. Given that there are no half votes at executive council meetings, 5.5 must be rounded up to 6. If one were to round down to 5, the result would not be 50% + 1, but rather 50% + $\frac{1}{2}$.

[71] If quorum for executive council meetings were 50% + 1 of the full complement of nine directors (namely six directors), then between March 31 and mid-October of every year, the executive council would be incapable of functioning, given that during this

period there would only be a maximum of five directors in office. It cannot have been intended that the DSU executive council be paralyzed for several months of each year.

[72] In the Court's opinion, quorum for DSU executive council meetings must be 50% + 1 of the maximum number of directors that can be in office at any given time. Therefore, between the date of the October general assembly and May 31 (when there are potentially nine directors in office), quorum would be six. Between June 1 and the date of the October general assembly (when the maximum number of directors in office is five), quorum is 50% + 1 of five directors, i.e., four directors ($(50\% \times 5 = 2.5) + 1 = 3.5$, rounded up to 4).

[73] This interpretation of quorum requirements for DSU executive council meetings has the advantage of giving meaning to the last sentence of section 4(11) of the Bylaws, which section implies that there is a minimum number of directors required in order to have quorum, while avoiding the incongruous consequence of the interpretation put forward by Amrov and Altalibi, namely the institutionalized paralysis of the DSU executive council for several months of each year.

Conclusion

[74] Due to the ineligibility of Amrov and Altalibi to be nominated as candidates for the at-large positions on the CFS-Q Executive Committee, their elections on June 19 were null *ab initio*. In consequence, the Executive Committee meetings of July 24 and August 2 never attained the quorum required and, therefore, any decision purportedly made at those meetings is null and void.

[75] Beaumont did not have the right to vote as the sole DSU representative at the August 3 CFS-Q special general meeting. The proper DSU delegation was the one composed of those persons chosen by the DSU executive council at its meeting of August 2.

[76] The current composition of the CFS-Q Executive Committee is as follows:

Members at large:

- Chairperson: Cadet, elected at the August 3 special general meeting
- Deputy Chairperson: Vacant.
- National Executive Representative: Thomas, elected at the August 3 special general meeting.

Member local representatives:

- PGSS representative: Nassim, whose term would end with the next validly held Executive Committee meeting.
- GSA representative: Vacant.
- CSU representative: Levy, whose term would end with the next validly held Executive Committee meeting.
- SSMU representative: Silverman.
- DSU representative: Vacant.

[77] Because an injunction pronounced in a final judgment remains in force notwithstanding appeal,⁶ it is unnecessary to order provisional execution of the present judgment.

[78] Inasmuch as most (if not all) of the protagonists in this imbroglio are students, no costs will be awarded.

FOR THESE REASONS, THE COURT:

DECLARES the election to the Executive Committee of the Canadian Federation of Students, Quebec Component of Nina Amrov and Mahdi Altalibi on June 19, 2007 to be null *ab initio* and for all legal purposes;

DECLARES the nullity of the two meetings of the Executive Committee of the Canadian Federation of Students, Quebec Component, held on July 24 and August 2, 2007;

DECLARES the following persons as constituting the Executive Committee of the Canadian Federation of Students, Quebec Component, having the authority to exercise the powers of the Executive Committee as set out in the Constitution, Bylaws and Standing Resolutions of the Canadian Federation of Students, Quebec Component, and in the manner prescribed therein:

- Chairperson: Soshima Vera-Cadet,
- National Executive Representative: Melanee Thomas,

⁶ Art. 760 C.C.P.

- PGSS representative: Roland Nassim,
- CSU representative: Justin Levy,

until such time as the composition of the Executive Committee is duly modified according to the procedures provided for by law and by the Letters Patent, Constitution, Bylaws and Standing Resolutions of the Canadian Federation of Students, Quebec Component;

AUTHORIZES the changing of the lock on the door to the office of the Canadian Federation of Students, Quebec Component, located at 1500 De Maisonneuve Boulevard West, Suite 405, by a locksmith under the supervision of George Soule, Office Manager, and the distribution of copies of the key to the following persons only: the Office Manager, the Chairperson, the Deputy Chairperson, the National Executive Representative, the national office of the Canadian Federation of Students and to any other person authorized to receive a key by way of a resolution of the Executive Committee of the Canadian Federation of Students, Quebec Component;

ORDERS Nina Amrov and Mahdi Altalibi, as well as any other person having knowledge of the present judgment, to refrain from interfering in any way whatsoever with the aforementioned changing of the lock;

ORDERS Nina Amrov and Mahdi Altalibi, as well as any person having knowledge of the present judgment (other than the Office Manager, the members of the Executive Committee and any other persons identified by a duly passed resolution of the Executive Committee) to refrain from entering the office of the Canadian Federation of Students, Quebec Component;

AUTHORIZES the execution of the previous three conclusions, or any of them, by a bailiff, in case of difficulties encountered in the execution thereof;

ORDERS Nina Amrov and Mahdi Altalibi to make arrangements for the return to the Canadian Federation of Students, Quebec Component of all property and documents under their control or in their possession, belonging to the Canadian Federation of Students, Quebec Component, within five days of the service of the present judgment;

ORDERS Notary Michel Paquette (1) to transfer the remainder of the funds entrusted to him pursuant to the "Entente partielle" dated August 15, 2007 and ratified on that date by Justice Carole Julien, after deducting his fees, to the financial institution indicated by a resolution passed by the Executive Committee of the Canadian Federation of Students, Quebec Component, and (2) to render an accounting of his management of the said funds;

ORDERS Nina Amrov and Mahdi Altalibi to refrain from attempting to interfere, directly or indirectly, with the normal operation of the bank account of the Canadian Federation of Students, Quebec Component;

AUTHORIZES the modification of any and all government registers in order to reflect the current composition of the Executive Committee of the Canadian Federation of Students, Quebec Component;

AUTHORIZES service of the present judgment outside of legal hours and on non-judicial days;

DISMISSES the Cross-Demand of Nina Amrov and Mahdi Altalibi;

THE WHOLE without costs.

A. Derek Guthrie, J.S.C.

Mtre Francis P. Donovan and Mtre Roseline Ouellette
RAVINSKY RYAN
Attorneys for:
Canadian Federation of Students, Quebec Component
Shoshima Vera-Cadet
Melanee Thomas
Roland Nassim
Erica Jabouin
George Soule

Mtre William De Merchant
OUELLET NADON & ASSOCIATES
Attorneys for:
Fédération canadienne des étudiantes et des étudiants, Élément du Québec
Nina Amrov
Mahdi Altalibi
Malamo Savvas Beaumont

500-17-038173-079
500-17-038176-072

PAGE: 17

Mtre Stéphane Roy
LAPOINTE ROSENSTEIN
Attorneys for:
Concordia Student Union
Dawson Student Union
Shanice Rose

Dates of hearing: December 4, 5 and 6, 2007