

ONTARIO COURT (GENERAL DIVISION)

B E T W E E N:

CANADIAN FEDERATION OF STUDENTS  
CANADIAN FEDERATION OF STUDENTS ONTARIO

Plaintiffs

- and -

THE STUDENTS' FEDERATION OF THE UNIVERSITY  
OF OTTAWA - LA FEDERATION DES ETUDIANTS DE  
L'UNIVERSITE D'OTTAWA, INC.

Defendant

STATEMENT OF CLAIM

(Notice of Action issued on February 2, 1995)

1. The Plaintiff claims:

- (a) General damages in the sum \$300,000;
- (b) Special damages, the particulars of which will be provided prior to the trial herein;
- (c) Pre-judgment and post-judgment interest pursuant to ss. 128 and 129 of the Court of Justice Act, R.S.O. 1990, c. C-43 as amended;
- (d) The costs of this action on a solicitor and client basis;
- (e) Such further and other relief as this Honourable Court deems just.

2. The Plaintiff, the Canadian Federation of Students is a corporation incorporated under the Canada Corporations Act, with its head office in the City of Ottawa in the Regional Municipality of Ottawa-Carleton in the Province of Ontario.

3. The Plaintiff, the Canadian Federation of Students Ontario is a corporation incorporated under the Canada Corporations Act, with its head office in the City of Toronto in the Province of Ontario.

4. The Defendant is a corporation incorporated under the Ontario Corporations Act and carries on its activities at the University of Ottawa in the City of Ottawa in the Province of Ontario.

5. CFS Ontario is the provincial component of the Plaintiff CFS. The Defendant is a member of both Plaintiffs and as such is governed by the By-Laws of the Plaintiffs. These by-laws form a binding contract as between the parties.

6. The Defendant had scheduled a referendum on February 13, 14 and 15, 1995 in order to determine the wishes of its membership with respect to the continued membership of the Defendant in the Plaintiffs' organizations.

7. On January 15, 1995, the Defendant's Board of Administration ratified Electoral and Referendum Regulations which contain clauses which are contrary to the letter and spirit of the by-law of the Plaintiffs and, as a result, constitute a breach of contract as between the parties.

8. On or about February 10, 1995 an injunction was granted by the Ontario Court (General Division) enjoining the Defendant, its directors, officers, servants, agents and employees from

holding a referendum at the University of Ottawa on February 13, 14 and 15, 1995 relating to the issue as to whether the Defendant should maintain its membership in the Plaintiffs.

9. In granting the injunction, the Plaintiffs were ordered to pay the costs of a rescheduled referendum. The Plaintiffs seek recovery of the costs associated with the rescheduling of that referendum, the particulars of which will be provided prior to trial, as these costs arise from the Defendant's breach of contract.

10. The Plaintiffs also seek damages for any loss which may be incurred as a result of the aforementioned breach of contract including any loss of membership fees which may follow the referendum vote.

11. The Plaintiffs propose that this trial be held in the City of Ottawa in the Regional Municipality of Ottawa-Carleton.

Date: March 3, 1995

**GOWLING, STRATHY & HENDERSON**  
Barristers & Solicitors  
160 Elgin Street, Suite 2600  
Ottawa, Ontario  
K1P 1C3

Todd J. Burke  
(613) 232-1781  
Solicitors for the Plaintiffs

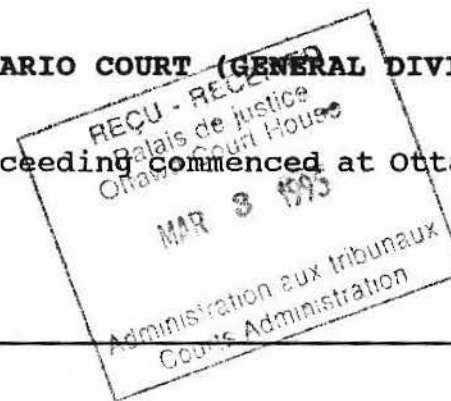
B E T W E E N:

Canadian Federation of Students -and - The Students' Federation of the University of Ottawa

Court file No. 88989/95

ONTARIO COURT (GENERAL DIVISION)

Proceeding commenced at Ottawa, Ontario



STATEMENT OF CLAIM

**GOWLING, STRATHY & HENDERSON**

Barristers & Solicitors

Suite 2600

160 Elgin Street

Ottawa, Ontario

K1N 8S3

(613) 232-1781

John G. Jaworski

Todd Burke

Solicitors for the

Plaintiff