Hunter v. *Nuni (Ye) Dev.Corp., et al,* 2002 NWTSC 61

Date: 2002 09 26
Docket: CV 08767

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

EUAN HUNTER

Plaintiff

- and -

NUNI (YE) DEVELOPMENT CORPORATION
and NUNI (YE) CONSTRUCTION COMPANY LTD.

Defendants

Action for damages for breach of employment contract.

Heard at Yellowknife, NT, August 26, 27, & 28, 2002

Reasons filed: September 26, 2002

REASONS FOR JUDGMENT OF THE HONOURABLE JUSTICE J.Z. VERTES

Counsel for the Plaintiff: Wayne C. Peterson
Counsel for the Defendants: Jack R. Williams

CV 08767

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

EUAN HUNTER

Plaintiff

- and -

NUNI (YE) DEVELOPMENT CORPORATION
and NUNI (YE) CONSTRUCTION COMPANY LTD.

Defendants

REASONS FOR JUDGMENT

[1] The plaintiff seeks damages for the wrongful termination of his employment contract. The defendants assert that he requested the termination of his employment and they obliged him by declaring him to be laid off. For the reasons that follow, I find in favour of the plaintiff.

Evidence:

[2] The defendant corporations are in reality one entity. The corporate body known as Nuni (Ye) Development Corporation is an entity beneficially owned by all of the Dene and Métis residents of the community of Fort Resolution. It is incorporated under federal legislation. It acts as a holding company for two operating companies, Nuni (Ye) Construction Company Ltd. and Nuni (Ye) Enterprises Ltd. The plaintiff was general manager of the entire entity and any distinction between any one of the separate companies as his employer is quite immaterial. It was conceded at trial that the named defendants are the "employer".

[3] The plaintiff was employed as general manager from January 6, 1992, to July 31, 1998. He reported to a board of directors (nominally the board for the holding company). He was responsible for the negotiation and implementation of all contracts, the purchase and sale of assets, ordering of supplies and equipment, and the hiring and firing of personnel. The primary work of the defendants was a highway maintenance contract with the Government of the Northwest Territories.

[4] In 1994, the defendants' board passed two motions dealing with the terms of the plaintiff's employment. These are set out in the minutes of a special meeting of the Development Corporation's board held on July 28, 1994. The minutes reflect the following:

> The special meeting was called to discuss the General Manager's position within the Nuni Development Corporation.
>
> After a lengthy discussion on the General Manager's position it was decided to make Euan Hunter's position permanent to the life of Nuni's contracts and that the General Manager receives a percent % of the net profits.
>
> MOTION #57-08-94:
>
>> Moved by Tommy Beaulieu to make Euan Hunter's position as General Manager the life of Nuni's contracts. Seconded by Frank Lafferty. Motion carried.
>
> MOTION #58-08-94:
>
>> Moved by Louis Balsillie that the General Manager receives 10% of the net profits from the companies. Seconded by Howard Beaulieu. Motion carried.

These motions were never rescinded, altered or superseded by any subsequent motion.

[5] There was no dispute that the plaintiff performed his duties to the satisfaction of his employers. In the spring of 1998, the government highway contract was coming up for tender. It had previously been awarded on a three-year contract, but the plaintiff was directed to negotiate a five-year contract. He was successful in so doing and a new five-year contract was signed on June 1, 1998.

[6] The plaintiff, earlier during these negotiations, requested that the defendants' board consider putting the terms of his employment into the form of a formal contract. This was noted in the minutes of a meeting held on March 16, 1998:

> Euan Hunter informed the Board that there is only a Motion that he remain General Manager for the life of the Contract, and if this new 5 year Contract all falls into place will the Board consider looking at a 5 year Employment Contract for himself.
>
> The Board agreed.

[7] The plaintiff prepared a draft, based on the contract with a former manager, and placed it on the board agenda for a meeting on April 14, 1998. This is confirmed by a notation in that meeting's minutes, under the heading of "Correspondence", reading "Employment Contract - Euan Hunter". One of the defence witnesses testified that in the normal course if there was an item under "Correspondence" then there would be a copy of the item in their meeting binders so the board could discuss it. The draft provided for a term of five years, coinciding with the new highway contract, ending on June 1, 2003. It provided that the plaintiff continue receiving salary and benefits on the same basis as outlined by the motions passed in 1994. There were no terms as to early termination or what compensation, if any, would be paid in case of early termination.

[8] On June 3, 1998, after the new highway contract was signed, the plaintiff, assuming that the prerequisites for his own contract were fulfilled, asked the president of the Corporation, Jayne Miersch, to sign the contract. He testified that Ms. Miersch did so along with another director, Dave McNabb, and the plaintiff's signature was witnessed by still another director, Louis Balsillie. The original executed contract, between Nuni (Ye) Construction Co.Ltd. and the plaintiff, bearing the date June 3, 1998, was entered as an exhibit at the trial.

[9] Six directors testified at the trial. Each of them claimed that they had never seen the contract before and did not know anything about it. The board minutes, however, satisfy me that these are not accurate recollections. I am convinced they did see it, or if they did not then it was not due to any lack of opportunity to do so. Perhaps they simply do not remember, something I am prepared to accept since it was quite apparent that these witnesses could not recall very much relating to their corporate activities over the years.

[10] Ms. Miersch and Messrs. McNabb and Balsillie testified specifically that they had no recollection of ever seeing the contract before. Each acknowledged that what purports to be their signature on the document appears to be their signature, but each said they did not sign it or at least could not recollect doing so. None would go so far as to allege that her or his signatures were forged and defendants' counsel made no such allegation. I find it incredible to think that these three people did not actually sign this document; but then there was ample evidence to indicate that the corporate governance skills of the board, and their attention to paperwork, were not highly developed. On the other hand, there was no formal board resolution approving the contract (but again there was evidence that contracts were regularly undertaken without the benefit of a board resolution).

[11] The key events, however, are those concerning a subsequent board meeting held on July 16, 1998. It was at this meeting, according to the plaintiff, that the board terminated his employment. The minutes of that meeting, after all the usual business, has the following notation under the heading "In Camera":

> <u>Motion #76-07-98</u>:
>
> Moved by Jerry Sanderson to lay Euan Hunter off with 6.5 weeks severance pay. Seconded by Terri Beaulieu. Motion passed.

How this motion to lay off the plaintiff came about is the crux of this entire case.

[12] The plaintiff testified that he asked for the "in camera" session so that he could discuss problems he was having with his foreman. This had been going on for some time. It also happens that the foreman was related, either as a sibling or an in-law, to three of the four directors who were present at the meeting. These four directors and the plaintiff were the only ones present for this part of the meeting.

[13] The plaintiff testified that he suggested to the board that the foreman should be put on a leave of absence so as to be able to address some personal difficulties. He was then asked to step outside for a few minutes. When he went back in he was asked by the president if he would consider a leave of absence. He said "no". He was asked to step outside again. When he went back in the board reconvened in public

and then announced the resolution noted above. The plaintiff was told that the lay-off was effective at the end of the month.

[14] The plaintiff recorded his reaction in a daily notebook he kept: "Wanted board to send (the foreman) out for treatment — board layed me off!" Now ordinarily evidence of this notation would come under the rubric of "self-serving evidence" or "prior consistent statement". It is ordinarily inadmissible. But I take it into account as evidence of consistency to rebut the implicit defence position that the plaintiff's evidence was fabricated. Also, this evidence was not introduced as part of the plaintiff's case but admitted, by agreement of counsel, part-way through the defence case. It was not challenged in any manner. No suggestion was made as to a lack of authenticity. There was also some evidence that this notebook may be regarded as a record made in the usual course of business since it was used by the plaintiff in his daily work.

[15] The defendants' witnesses gave a different version of events. The most complete account came from Ms. Miersch. She testified that during the "in camera" session the plaintiff told the board that he could no longer work with the foreman. Allegedly he then said that "it was either me or the foreman" and that he would rather it be him since the foreman was from the community. He said he wanted to be laid off so he could at least collect employment insurance benefits. Ms. Miersch said that the plaintiff told them that he did not want to work any longer and that he was leaving his job on July 31st "no matter what". She also said that the plaintiff was not asked to leave any part of the "in camera" session.

[16] Another director, Jerry Sanderson, testified that the plaintiff asked to be laid off because of his problems working with the foreman. The plaintiff was offered a leave of absence but refused it. He apparently said he wanted to be laid off so he could collect employment insurance benefits.

[17] A further director, Terri Beaulieu, testified that the plaintiff asked the board to lay him off because he was no longer getting along with the foreman. But, since the foreman was local, then, according to Ms. Beaulieu, the plaintiff said it would be best to lay him off.

[18] The fourth director who was present, Violet Bailey, testified that the plaintiff said he could not work with the foreman so asked to be laid off. She too said that the plaintiff refused a leave of absence.

[19] There were, however, some contradictions in the defence evidence.

[20] After the plaintiff left his employment, he applied for employment insurance benefits. His application was denied on the basis that he had quit without just cause. Apparently several people, including Violet Bailey, complained to the government that the plaintiff was not laid off but had quit so he should not receive benefits. The plaintiff appealed the denial of benefits and told his story, the same he related at trial, to the employment insurance authorities. Copies of documents obtained from Human Resources Canada were also entered as exhibits. Among those documents are notes of statements made by both Ms. Miersch and Ms. Beaulieu to the government investigator. The accuracy of these notes was not challenged. Ms. Miersch told the investigator that the plaintiff gave the board an ultimatum ("either foreman goes or he goes"), that the foreman had a lot of community support behind him and had been saying that he could do the manager's job, so the board "decided to support (the) foreman and let (the) manager go".

[21] Ms. Beaulieu's statements to the investigator were to the effect that the plaintiff was laid off due to a board decision that they no longer needed a general manager. The notes also record the following:

> When asked if this was before or after he quit she (Beaulieu) said after. Then backtracked to say no he hadn't quit. At least she doesn't remember him saying that.

Ms. Beaulieu was not cross-examined on this entry but, again, these notes were admitted by agreement of counsel and they were referenced by counsel in their submissions.

[22] In the result, the plaintiff's appeal was allowed and he received benefits. This, of course, does not raise any question of issue estoppel with respect to the nature of the plaintiff's termination. It would be inappropriate to apply the doctrine in the case of a decision made in the normal regulatory process of the employment insurance regime: see, for example, *Burchill* v. *Yukon*, [2002] Y.J. No.19 (C.A.), at paras. 26-

28. It does, however, show consistency on the part of the plaintiff and inconsistencies in the defendants' evidence.

[23] There were other problems in the defence evidence.

[24] Ms. Bailey claimed that she left the board meeting of July 16th after they came out of the "in camera" session and before the motion to lay off the plaintiff. The minutes, however, show that she moved the motion to come out of "in camera" and then, after the motion to lay off the plaintiff, she moved the motion to adjourn.

[25] Another defence witness, Louis Balsillie, testified in chief that he was not at the July 16 board meting. The minutes record that he was absent. On cross-examination, it came out that 5 days prior to the trial Mr. Balsillie signed an affidavit outlining the evidence that he will give at the trial. This affidavit was then provided by the defendants' counsel to the plaintiff's counsel as part of the "evidence summaries" that counsel are required to exchange prior to trial (as per Supreme Court Rule 326). In this document Mr. Balsillie swears that he was in attendance at the July 16 meeting and he recalled the plaintiff asking for a lay-off. When confronted with this he admitted that this statement was not true. To be fair, however, and without in any way wanting to embarrass this witness, he also acknowledged that he did not read the affidavit before signing it because he could not read. It escapes me though how counsel could confidently use this document in compliance with the rules.

[26] There was another complication. Among the documents admitted at trial, and contained in the defendants' book of exhibits, were six handwritten pages recording minutes for the July 16 meeting. Three of the pages were written by the office secretary and three were written by a trainee. In the secretary's notes there is the entry:

> Lay-off — Euan Hunter. Euan H. approached the Board and asked for 1 yr.leave. The Board discussed it and a motion was made. Motion 76-07: 98. Moved by Jerry S. to give Euan H. 1 yr. leave with 6.5 severance pay.

In the notes made by the trainee, there is a similar entry.

[27] However, in the plaintiff's exhibit book, there were copies of the same notes but without these entries. The plaintiff said he obtained these copies from the office files before he left his employment. The notes contained in the defendants' book of exhibits

were ones produced during the discovery process. The discrepancy between the two sets of notes was not explained as neither the secretary nor the trainee were called as witnesses. All the witnesses who were in attendance at the meeting though agreed that neither the secretary nor the trainee were present for the "in camera" session nor did they return to the meeting when the board went back into public session and passed the motion laying off the plaintiff. The notation of a lay-off *of one year*, of course, does not correspond to the formal minute of the motion passed by the board nor the recollection of the witnesses. I can only conclude that someone told these people after the fact to add the entries to their notes.

[28] Finally, there was the discovery evidence of Dwight Norn, the defendants' designated representative for discovery purposes. He acknowledged that he had informed himself as to the facts. He testified that the plaintiff requested a leave of absence until such time as the difficulties "have calmed" between him and the foreman. He made no mention of a lay-off.

[29] In the end, the plaintiff left his employment on July 31, 1998. He was paid severance pay of 6.5 weeks and received a pro-rated bonus. There was no issue that acceptance of these payments in any way compromised the plaintiff's position.

Analysis:

[30] I have related the evidence at length because, in my opinion, this case comes down to a credibility assessment of the conflicting evidence as to what happened at the July 16 board meeting.

[31] I do not need to come to any conclusion as to the validity of the contract apparently signed on June 3, 1998. I am satisfied that it was signed by the persons whose signatures appear on it. However, I need not determine its validity because, whether it is a valid contract, or whether it is invalid due to the lack of proper corporate authorization, makes no difference to the outcome. If the contract is valid, then the plaintiff's term of employment extended to June 1, 2003. But even it if is not valid, I find that the plaintiff's term of employment nevertheless extended up to June 1, 2003. That is because the motions passed in 1994 govern the situation.

[32] Those motions, reproduced earlier in these reasons, have the effect of (a) linking the plaintiff's employment to the life of the corporation's contracts, and (b)

authorizing an annual bonus based on a percentage of profits. The defendants complied with these motions as evidenced by the annual payment of a bonus. The motions were still operative at the time of the termination of the plaintiff's employment. The major contract held by the defendants was the highway maintenance contract. As of July 16, 1998, that contract extended for a term of five years to May 31, 2003. Thus this term became incorporated into the employment contract created by the 1994 motions, ones that were never rescinded by the board.

[33] So this leaves the question as to whether the plaintiff quit or whether he was dismissed. I place no importance on the repeated use of the term "lay-off" by the parties. That term has a generally understood meaning in the employment context. A lay-off is the dismissal of an employee due to a shortage of work or when the duties of the employee's position are no longer required to be performed. That is not what happened here. The plaintiff's employment was not terminated for either reason. According to the plaintiff, he was fired. According to the defendants, he resigned. The fact that the parties did not use these terms makes no difference; that is what the evidence revealed. In any event, even if one accepts the use of the term "lay off", that still amounts to a repudiation of the employment contract by the employer.

[34] Defendants' counsel pointed out that the evidence of the defendants' witnesses who were present at the July 16 meeting was consistent. Plaintiff's counsel, however, pointed to this very consistency as being highly suspect. He emphasized the curious fact that these witnesses had a detailed recall of the "in camera" session but were unable to recall practically anything else about the board and their activities. He also emphasized the many contradictions that I previously outlined. Plaintiff's counsel went even further and submitted that the evidence of Mr. Balsillie's false affidavit demonstrated an effort to orchestrate the evidence. I find these submissions of plaintiff's counsel to be quite compelling.

[35] It is trite to observe that a judge, when confronted with conflicting evidence, is not obliged to resolve all the conflicts but must determine whether or not on the whole of the evidence a case has been satisfactorily made out. In an oft-quoted passage from a lecture given by the Irish jurist, Justice MacKenna, he discussed the process by which evidence is accepted or rejected:

> This is how I go about the business of finding facts. I start from the undisputed facts which both sides accept. I add to them such other facts as seem very likely to be true, as, for

> example, those recorded in contemporary documents or spoken to by independent witnesses like the policeman giving evidence in a running-down case about the marks on the road. I judge a witness to be unreliable if his evidence is, in any serious respect, inconsistent with these undisputed or indisputable facts, or of course if he contradicts himself on important points. I rely as little as possible on such deceptive matters as his demeanour. When I have done my best to separate the true from the false by these more or less objective tests, I say which story seems to me the more probable, the plaintiff's or the defendant's. . .

See, for example, *Hanson* v. *College of Teachers*, [1994] 3 W.W.R. 398 (B.C.C.A.), at 407; *R.* v. *Pelletier*, [1995] A.J. No. 256(C.A.), at para.18.

[36] Justice MacKenna goes on to say that if he cannot say which story is more probable, he decides for the defendant because of the burden of proof. He was speaking in the context of a civil case but I would think that that particular approach is more appropriate to a criminal case. On the civil side there is extensive Canadian authority to the effect that resort to the burden of proof should be rare. A judge should not simply say that he or she cannot decide who to believe and thus dismiss the case simply on that basis. The parties are entitled to a decision in favour of one or the other. See, for example, *Fogel* v. *Satnik* (1960), 23 D.L.R.(2d) 630 (Ont.C.A.); *Cantlie* v. *Winnipeg*, [1976] 3 W.W.R. 667 (Man.C.A.).

[37] The only thing I would add to Justice MacKenna's comments is that the number of witnesses for one side or the other is not necessarily determinative of a fact. It is the quality of the evidence that counts, not the quantity.

[38] What are the undisputed facts in this case? Everyone agreed that the plaintiff did a good job. Everyone acknowledged that he had problems with the foreman. The foreman was a local person, related to many members of the board. The plaintiff was, by comparison, an outsider. The plaintiff had recently succeeded in obtaining a five-year government contract for the defendants. He was making a good income with a significant salary, benefits, and a bonus plan.

[39] So I ask myself: Does it make sense that the plaintiff would simply quit? Would his problems with the foreman cause him to suddenly, and without any advance notice, decide to give up his employment of seven years' duration? When I consider all of the evidence, such conclusions would defy common sense.

[40] The evidence revealed that the plaintiff was well-established in the community. Not only did he have his job with the defendants but he also held various community positions. In July 1998, he was the deputy mayor serving on the Community Council. His wife operated a business and also served on the district education authority board. He had children in school. And, in his mind, he just recently executed a five-year employment contract. To me, it makes no sense at all to think that he would offer to leave his employment.

[41] Defendants' counsel argued that the plaintiff's conduct after July 16 belied his assertion that he was suddenly dismissed. He agreed to stay on for a further two weeks, attended board meetings, and prepared an extensive report for the board. Counsel submitted that this is not consistent with the expected reaction of someone unjustly fired. These are valid arguments but they do not change my opinion based on the totality of the evidence. These actions of the plaintiff are also indicative of a conscientious employee who still felt a great sense of loyalty to his employer.

[42] Plaintiff's counsel proposed a theory. In his submission, the plaintiff felt that something had to be done about the foreman. He suggested to the board that the foreman be given a leave of absence or be fired. The directors, most of whom were connected to the foreman, chose family over business and decided to get rid of the plaintiff instead. They called it a lay-off and paid severance so as to soften the blow.

[43] That is the plaintiff's theory. In my opinion, it makes far more sense than the alternative proposition that the plaintiff resigned.

[44] Where the evidence conflicts I prefer that of the plaintiff. The numerous inconsistencies in the defence evidence make it unreliable. I therefore conclude that the plaintiff's employment was unjustly and unilaterally terminated by the defendants.

Damages:

[45] The plaintiff's position on damages is that, by reason of the fact that the employment contract was for a fixed term, the measure of damages is the amount that he would have received under that contract for the full term, including all salary, benefits and bonuses, less any amounts he received from other sources as a result of mitigation. The defendants do not seriously dispute this point.

[46] The general rule on damages for breach of contract applies here. The wronged party is entitled to compensation for the pecuniary loss flowing from the breach. In the absence of an express contractual provision to the contrary, the usual obligation of mitigation applies to fixed term employment contracts just as it does to contracts of indefinite duration. And the onus is on the party that breached the contract to prove a failure to mitigate. See *Red Deer College* v. *Michaels* (1975), 57 D.L.R. (3d) 386 (S.C.C.); *Nielson* v. *Vancouver Hockey Club Ltd.*, [1988] B.C.J. No. 584 (B.C.C.A.).

[47] On this point I must refer briefly to an earlier decision of mine in an employment contract case where I stated that mitigation did not apply: *Hatlevik* v. *Commissioner of the Northwest Territories*, [2002] N.W.T.J. No.67. That was a claim for severance payments due on a true lay-off. The "contract" in question provided for payment of severance at the end of the lay-off notice period when the employee ceased being an employee. But that severance was payable regardless of what the former employee did after then. Even if the former employee obtained a new job right away, the payment had to be made because that was the term of the contract. Therefore there is no comparison between that case and this one.

[48] In this case, the parties agreed that the plaintiff's compensation "package", as of the last day of his employment, consisted of a salary, a bonus (based on 10% of net profits), an annual contribution to a registered retirement savings plan, payment of the cost of utilities for his residence, and the provision of a vehicle for both business and personal use. Based on the figures provided to me, I calculate the total annual compensation to be:

(i) $54,766 — salary;
(ii) $12,345 — bonus (based on an average of the prior four years);
(iii) $1,026 — retirement savings plan;
(iv) $8,000 — utilities (based on average cost per month for water and electricity for 12 months and average cost for heating fuel for 6 months per year);
(v) $1,250 — vehicle (based on 15% for personal use).

The total comes to $77,388. For the period from August 1, 1998 to May 31, 2003, I calculate total compensation owing of $390,138 ($6,782 per month for 59 months).

[49] From this total there must be deducted all amounts received by the plaintiff from other sources. First there is the severance pay of $7,372. He received employment insurance benefits in both 1998 and 1999, but those benefits are not to be deducted

from the award: *Jack Cewe Ltd.* v. *Jorgenson*, [1980] 1 S.C.R. 812. There was, however, further income in 1999 of $3,740. Beyond these figures, the rest require some analysis and the application of some judicial discretion.

[50] Counsel did not make detailed submissions as to the calculation of the plaintiff's earnings from August 1998 to the present. They simply gave me various documents and essentially left it to me to sort through them the best I could. I am not sure that this degree of confidence in my ability to decipher this information is fully justified, nevertheless I have done what I could, and my review leads me to the following conclusions.

[51] In terms of mitigation generally, I am satisfied that the plaintiff acted reasonably. The defendants did not argue this point.

[52] The evidence revealed that from August 1998 to May 2000, the plaintiff did work for a company called Lirette's Trucking. There was an agreement whereby that company paid $1000 every two weeks to the plaintiff's wife for various services. I am satisfied, however, that in reality the plaintiff did the work. I therefore allocate $44,000 for this item (88 weeks ÷ 2 x $1000).

[53] The plaintiff and his family moved to Alberta in August 2000 where he purchased a general store and property in a small rural community. Most of the purchase price was financed. There is a house on the property where he and his family live. The financial statements prepared for the purchase projected annual income of $50,000 to $60,000. To date, however, he has drawn a total of $32,000 as salary (albeit for both he and his wife but there was no evidence as to whether this was for income-splitting purposes nor was there evidence as to the proportionate allocation of work). I will therefore allocate the full amount to the plaintiff.

[54] Counsel did not address in any way how I should treat this business undertaking. They left it to my discretion as to whether I should account for return on investment as well as income earned. Yet neither counsel offered any assistance. It seems to me that for the period from now to the end of the nominal term I should take into account the fact that the plaintiff chose to undertake this somewhat risky private venture instead of seeking salaried employment. I do not say his choice was unreasonable since he does have a background in running a retail business. However,

he projected a certain level of earnings and I will therefore allocate a further $60,000 by way of mitigation.

[55] I calculate the sum of $147,112 by way of mitigation. Deducting that from the previously-calculated amount of compensation owing leaves the sum of $243,026. If this figure seems too high or too low (depending on one's perspective), all I can say is that counsel should have put more effort into the question of damages.

[56] The plaintiff also sought punitive damages and solicitor-and-client costs. In my opinion, there is no evidence of the egregious or malicious conduct, or the additional actionable wrong, necessary to justify either award: *Vorvis* v. *Insurance Corporation of British Columbia,* [1989] 1 S.C.R. 1085.

Conclusion:

[57] The plaintiff will have judgment against the defendants, and each of them, in the sum of $243,026. The plaintiff is also awarded prejudgment interest in accordance with the applicable statutory provisions and costs on the usual party-and-party basis.

J.Z. Vertes,
J.S.C.

Dated at Yellowknife, NT, this
26th day of September 2002

Counsel for the Plaintiff: Wayne C. Peterson
Counsel for the Defendants: Jack R. Williams

CV 08767

IN THE SUPREME COURT OF
THE NORTHWEST TERRITORIES

BETWEEN:

EUAN HUNTER

Plaintiff

- and -

NUNI (YE) DEVELOPMENT CORPORATION
and NUNI (YE) CONSTRUCTION COMPANY LTD.

Defendants

REASONS FOR JUDGMENT OF
THE HONOURABLE JUSTICE J.Z. VERTES