

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADIAN FEDERATION OF STUDENTS,
CANADIAN FEDERATION OF STUDENTS BRITISH COLUMBIA COMPONENT
and CANADIAN FEDERATION OF STUDENTS-SERVICES

PLAINTIFFS

AND:

KWANTLEN UNIVERSITY COLLEGE STUDENT ASSOCIATION

DEFENDANT

19NOV97 743881 RDS 200.00
21422 C974704
**STATEMENT OF DEFENCE
AND COUNTERCLAIM**

1. The Defendant Kwantlen University College Student Association denies the statements of fact and allegations set out in the Statement of Claim save and except as specifically admitted hereinafter to be true.
2. The Defendant admits the statements of fact and allegations set out in paragraphs 1, 2, 3 and 4 of the Statement of Claim.
3. In response to paragraphs 5 and 6 of the Statement of Claim the Defendant denies that the Constitution and the By-Laws of Canadian Federation of Students ("CFS"), Canadian Federation of Students British Columbia Component ("BCCFS") and Canadian Federation of Students-Services ("Services") constitute binding contracts as between the Plaintiffs and the Defendant.

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4. The Defendant hereby demands further and better particulars of the alleged contracts referred to in paragraph 6 of the Statement of Claim.
5. Further, or in the alternative, the Defendant says that in or about 1991 the Defendant ceased to be a member of the Plaintiffs. Specifically, the Defendant says that on or about January 29, 1991 it provided the Plaintiffs with written notice of a student referendum on the question of its membership in the Plaintiffs. On or about September 25, 1991 a student referendum was duly held at Kwantlen University College and the result of the students' vote was to terminate the Defendant's membership in the Plaintiffs. The Plaintiffs were duly notified of the referendum result and the termination of membership in the Plaintiffs.
6. Further, or in the alternative, the Defendant says that if it was subject to the Constitution and By-Laws of the Plaintiffs, which is not admitted but specifically denied, the Defendant complied with the rules and procedures contained in the Constitution and By-Laws of the Plaintiffs with respect to the conduct of the said 1991 student referendum and the said referendum was valid.
7. The Defendant says that any obligation of the Defendant to collect and remit membership fees to the Plaintiffs, as alleged, ceased as a result of the said 1991 student referendum.
8. In response to paragraph 10 of the Statement of Claim, if any membership fees were due and owing by the Defendant to the Plaintiffs for the fiscal years 1989-1990 to 1991-1992, as alleged or at all, the Defendant paid to the Plaintiffs all monies due to them prior to the end of the 1991-1992 fiscal year and thereby satisfied and discharged the claim for membership fees for the said fiscal years.
9. The Plaintiffs have not provided the Defendant particulars of the membership fees allegedly owing for fiscal years 1989-1990 through 1991-1992. The Defendant hereby

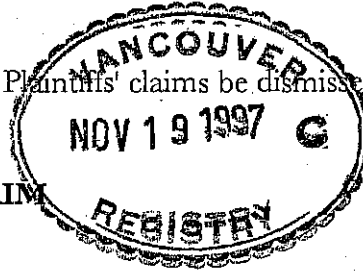
demands further and better particulars of the claim for membership fees allegedly owing to the Plaintiffs and an accounting.

10. In response to paragraph 11 of the Statement of Claim, the Defendant says it was not obligated to collect and it did not receive membership fees from student members of the Defendant on behalf of the Plaintiffs for the fiscal years after 1991-1992.
11. In response to paragraph 18 of the Statement of Claim, the Defendant denies acknowledging liability for the alleged unpaid membership fees.
12. In response to paragraph 19 of the Statement of Claim the Defendant specifically denies the breaches as alleged therein and further, or in the alternative, denies that the Plaintiffs have suffered any loss and damages and puts the Plaintiffs to the strict proof thereof.
13. Further, or in the alternative, the Defendant says that if the Plaintiffs have suffered or continue to suffer loss and damages, as alleged, or at all, all of which is specifically denied, then the Plaintiffs have failed to take reasonable steps to mitigate their loss.
14. Further, or in the alternative, the alleged debt for membership fees was and is barred by section 3 of the **Limitation Act**, R.S.B.C. 1996, c. 266 and amendments thereto.
15. Further, or in the alternative, the Plaintiffs have delayed in bringing the within action for alleged unpaid membership fees for the fiscal years 1992-1993 and subsequent, and have thereby caused or permitted the Defendant to believe that the Plaintiffs did not intend to make such claim for alleged unpaid membership fees or any claim against the Defendant, and in this belief the Defendant has been prejudiced. The Plaintiffs by their conduct have waived their right, if any, which is denied, to claim the alleged or any relief against

the Defendant and it is inequitable and unjust to grant the Plaintiffs the alleged or any relief.

WHEREFORE the Defendant submits that the Plaintiffs' claims be dismissed with costs.

COUNTERCLAIM




1. The Defendant repeats the allegations contained in the Statement of Defence herein.

WHEREFORE the Defendant claims as follows:

- (a) a declaration that the Defendant is not a member of the Plaintiffs Canadian Federation of Students, Canadian Federation of Students British Columbia Component and Canadian Federation of Students-Services or any of them;
- (b) an accounting;
- (c) costs;
- (d) such further and other relief as this Honourable Court deems just.

DATED: November 18, 1997


SOLICITOR FOR THE DEFENDANT

TO: The Plaintiffs

AND TO: Their Solicitor

THIS STATEMENT OF DEFENCE and COUNTERCLAIM is filed and delivered by Michael G. Parent, Barrister and Solicitor, whose place of business and address for service is 203 - 15225 104 Avenue, Surrey, British Columbia V3R 6Y8. Tel: 589-6437 / Fax: 589-7238