

CANADA / JUDGMENT

Forest Industrial Relations Limited v. Weyerhaeuser Company Ltd.

2009 BCSC 733

COURT

Supreme Court of British Columbia

DECIDED

5 June 2009

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2009 BCSC 733 Forest Industrial Relations Limited v. Weyerhaeuser Canada Ltd.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Forest Industrial Relations Limited v. Weyerhaeuser Company Ltd.,

2009 BCSC 733

Date: 20090605

Docket: S055631

Registry: Vancouver

Between:

Forest Industrial Relations Limited

Plaintiff

And:

Weyerhaeuser Company Ltd. and

International Forest Products Ltd.

Defendants

Before: The Honourable Madam Justice H. Holmes

Reasons for Judgment

Counsel for the Plaintiff:

H.C. Ritchie Clark, Q.C.

Counsel for the Defendants:

Donald Jordan, Q.C.

& Mark G. Hulstein

Place and Date of Trial:

Vancouver, B.C.

October 14-15, 2008,

February 18-20,

& March 13, 2009

Place and Date of Judgment:

Vancouver, B.C.

June 5, 2009

INTRODUCTION

- [1] The plaintiff Forest Industrial Relations Limited ("FIR") provides employer labour relations services to companies in the forestry industry, including the defendants Weyerhaeuser Company Ltd. ("Weyerhaeuser") and International Forest Products Ltd. ("Interfor") until they left the relationship in November 2004. The plaintiff says that on their departure the defendants were obliged to contribute to a notional contingency liability fund to cover the plaintiff's potential liabilities to its employees for such things as employee benefits on a possible restructuring or winding-up. The plaintiff says that this obligation arose with a July 14, 2004 resolution of the plaintiff's Board of Directors, acting on behalf of an unincorporated association of the forestry companies that subscribed for the plaintiff's services. It now seeks judgment under Rule 18A for the defendants' contributions of \$710,354 (Weyerhaeuser) and \$427,276 (Interfor), plus pre-judgment interest.
- [2] The defendants recognize a moral obligation to contribute to future liabilities the plaintiff may actually incur, but they maintain that the plaintiff had no legal basis on which to oblige them to pay into a notional contingency liability fund. They say that their only legal relationship with the plaintiff was contractual, governed by their respective Subscription Agreements with the plaintiff, and that neither those agreements nor any relationship of unincorporated association, which they deny existed, allowed the plaintiff to unilaterally require the payments in issue. They ask that the action be dismissed.
- [3] The defendants also say that in any event the resolution was not passed at the July 14, 2004 meeting. They say, supported by first-hand affidavit evidence, that the Board discussed such a resolution but deferred it for further consideration and did not return to it before the defendants' resignation. The plaintiff asks the court to prefer its contrary evidence on this point, and in any event to conclude that the defendants' conduct after the meeting, in failing

to raise concerns when the resolution was documented and circulated, estops the defendants from now disputing the resolution's validity or effect, or those of the by-law which implemented it.

- [4] In their counterclaim, the defendants seek judgment under Rule 18A for the amounts of certain loans they made to the plaintiff in 2003, now outstanding at \$90,585 (owing to the defendant Weyerhaeuser) and \$55,579 (owing to the defendant Interfor). The plaintiff responds that the loans are not yet due, because they were made on the understanding that the plaintiff would repay them only when able, a position the plaintiff has not yet achieved given the defendants' failure to pay into the contingency liability fund, among other financial pressures.

ISSUES

- [5] The positions of the parties and the evidence give rise to the following issues:

1. whether the plaintiff's Board could validly require resigning members to contribute to a contingency liability fund; this involves considering:
 - a) whether at the July 14, 2004 meeting when, the plaintiff says, the Board passed the resolution, the Board acted as or on behalf of an unincorporated association of employer companies, and
 - b) if it did, whether it had authority to require members to pay into a contingency liability fund on resignation;
 2. if the response to those questions is "yes", then whether the Board in fact adopted the July 14, 2004 resolution that the plaintiff says introduced a requirement to pay into a contingency liability fund on resignation;
 3. whether the defendants' failure to raise timely objection to the validity of the resolution in any event prevented them (by way of estoppel) from disputing the resolution's validity or effect; and
 4. (counterclaim): whether the defendants' loans to the plaintiff due, despite the plaintiff's inability to repay them.
- [6] Two preliminary issues also arise: first, whether the applications are suitable for determination under Rule 18A, and second, whether certain portions of the defendants' affidavit evidence should be struck as the plaintiff contends. These I will address in conjunction with the second main issue listed above, because their resolution turns on a consideration of a disputed area of the facts also underlying that issue.
1. COULD THE BOARD VALIDLY REQUIRE DEPARTING MEMBERS TO CONTRIBUTE TO A CONTINGENCY LIABILITY FUND?

- [7] It is common ground that the Subscription Agreements between the plaintiff and the defendants did not of themselves permit the plaintiff to impose on the defendants an obligation to contribute to a contingency liability fund. The form of the various Subscription Agreements between FIR and the defendants and other forestry companies evolved over the course of FIR's history since 1942, but the agreements remain short and are almost identical in their substance. They provide, in their modern iteration, for FIR to "provide services to its subscribing members engaged in the forest products industry of British Columbia in all aspects of collective bargaining and matters incidental to labour-management relations ", and for subscribing forestry companies to pay a monthly subscription fee, calculated as a percentage of the company's monthly payroll for employees within the applicable bargaining unit. The percentage is typically subject to change on one month's written notice, but the Subscription Agreements include no other provision for further financial requirements.
- [8] The two-part question is therefore (a) whether, as the plaintiff contends, the Board acted on behalf of an unincorporated association of forestry companies that subscribed for the plaintiff's services, and (b) if it did, whether the terms of membership in the association empowered the Board to require members to pay into a contingency liability fund on resignation. I will address these issues in turn.
- (a) Did the Board Act On Behalf of an Unincorporated Association of Employer Companies?
- [9] There is no question that the plaintiff is formally structured as a limited company. It was incorporated as a private limited company in British Columbia in 1942 under the name "Stuart Research Service Limited", to provide information and support, mainly in the field of labour relations, to companies in the British Columbia forest product industry. Stuart Research Service Limited developed two branches in 1949, each branch with its own legal structure. One branch operated as a society in the pulp and paper segment of the forest industry; that branch was wound up in 2000, and is not relevant to the present litigation. The other branch continued through the company under the new name FIR, providing services to the solid wood industry. FIR has a memorandum and articles, which have been amended from time to time. As a company, it functions through its Board.
- [10] On the plaintiff's characterization, the plaintiff's Board serves also as the governing body of an unincorporated association. Thus, when the Board discussed and, the plaintiff says, passed the resolution, it did so for the association, and was therefore unconstrained by limitations either in the Subscription Agreements or inherent in the plaintiff's corporate structure.
- [11] There is very little evidence to support the position that the Board bears dual personalities, as both the board of directors of the company and the governing body of an unincorporated association. At most, the position finds weak support in two sources.

- [12] First, the parties and other employer companies in their communications over the years frequently referred to "member" companies, a term, the plaintiff argues, consistent with a primary legal relationship of unincorporated association.
- [13] However, many of those references merely echo the usage in the Subscription Agreements, which indisputably create a contractual relationship, by which the employer companies are described as "subscribing members". In their context, the references clearly do not evidence or delineate a legal relationship, or diminish the significance of the forestry companies' contractual relationship with, or their corporate relationship through, FIR the company.
- [14] The significance that may be attributed to the use of the term "member" is also diminished by the fact that the term accords with usage in the labour relations context, within which FIR was created to provide its services. Indeed, FIR the company has formal status under the Labour Relations Code as an "employers' organization", and functions as the accredited "bargaining agent" for, in common parlance, its "member" companies named in the accreditation.
- [15] Many of the references to "members" and FIR as an "organization" appear alongside express recognition of FIR's corporate structure. The following introductory passage from the October 2004 report of FIR's Restructuring Committee is fairly typical of the loose manner in which FIR is often described:

FIR is an accredited non-profit, incorporated employer organization, that is the certified bargaining agent for its member companies.

Although the Committee here speaks of FIR's "member" companies, there can be no suggestion that it intended to refer to FIR as an unincorporated association, because the passage itself mentions that FIR is an "incorporated organization", and because the next portion of the report refers to FIR's three shares.

- [16] It is clear that in their context, the numerous references to FIR as an "association" or "organization" and to its "members" are clearly nothing more than loose descriptors.
- [17] The second area of the evidence that may be considered to provide some support to the plaintiff's position arises from the mechanism by which FIR's shareholders and Board members are chosen. These suggest a commonality among the employer companies and a coordinated effort to function cooperatively through FIR and may therefore suggest a relationship of association outside the scope of FIR's corporate structure.
- [18] FIR's Board is not elected by the shareholders. Rather, the subscribing forestry companies elect the Chairman of the Board, who then appoints the other directors from among the representatives of the subscribing forestry companies. Only three shares have been issued, each share held by one of the FIR directors but allocated by the Board to another director if the shareholder retires, or the company which that shareholder represents resigns from FIR.

- [19] However, that the forestry companies may have joined in a common endeavour to create and maintain FIR does not, of itself, create a legal relationship between them that is outside the scope of the legal structure by which they expressly chose to function. Various features of the parties' relationship militate strongly against the conclusion that an additional legal relationship of unincorporated association underlay the parties' dealings through the company.
- [20] The resolution and the notional contingency fund that are central to the parties' dispute relate to potential liabilities of FIR, the company, and not to liabilities of an unincorporated association. The plaintiff's position has the odd and ironic result that the plaintiff company would act as or on behalf of an unincorporated association, which lacks the capacity to sue, in order to enforce financial obligations to itself, the company, and not to the association.
- [21] The plaintiff's position also fails to explain the logic behind a requirement that obliges members resigning from an association to make a financial contribution to a different entity, the plaintiff company.
- [22] If the logic is, as the plaintiff argues, that the company receives the contribution on behalf of the association, the association having primacy in the parties' legal relationship, then the Subscription Agreements with the plaintiff company appear to have little independent value or utility. By the plaintiff's position, the Board, acting qua association, could unilaterally override any contractual terms of those agreements. However, the evidence discloses no instance of any party recognizing such an authority in the Board, or of the Board purporting to exercise it.
- [23] The plaintiff submits that the following statement on its own website provides evidence of FIR's character as an association, as well as the authority of its Board to levy special financial assessments (a matter which I will address later):

FIR is a non-profit association financed on a system of dues currently based on 90 of one per cent of the monthly payroll for those employees within the bargaining unit and such other financial assessments as the Board of Directors considers necessary from time to time.

- [24] Nothing in this description or its context indicates an intent to speak to FIR's legal character or structure. But more fundamentally, the evidence fails to indicate when the website posting was made - whether before or after the dispute with the defendants and the start of this action - and the posting therefore has little evidentiary value.
- [25] In my view it is significant that counsel referred to no instance, in the history of communications to and from FIR and among its members, of one of the parties or anyone else expressly mentioning both FIR the company and FIR the association, or distinguishing one entity from the other. Similarly, if the Board had dual roles as both the company's board of directors and the association's governing body, one would expect some allusion to that fact during its lengthy history.

- [26] There is no evidence on which to base a finding that the plaintiff is or represents any entity other than its corporate self, or that its Board acted in any other capacity than as the company's board of directors.
- [27] I find, therefore, that at its July 14, 2004 meeting, the plaintiff's Board did not act on behalf of an unincorporated association.
- (b) Did Association Terms of Membership Empower the Board to Require Payment into the Fund?
- [28] Although it is therefore unnecessary to consider whether a relationship of association would empower the plaintiff's Board to unilaterally require departing members to contribute to a notional contingency liability fund, I will indicate my view that it would not.
- [29] Well-established authority, which is not in dispute, makes clear that an individual who joins an unincorporated association, such as a club or a trade union, accepts its constitution and rules, and undertakes to comply with them, both as they exist at the time and as they may subsequently be changed in accordance with the association's constitution. A member dissatisfied with the change has the remedy of resignation from the association. See e.g.: *Morgan v. Driscoll* (1922), 38 T.L.R. 251 (Chan. Div.), *Senez v. Montreal Real Estate Board*, [1980] 2 S.C.R. 555, *Whittal v. Vancouver Lawn Tennis and Badminton Club*, 2004 BCSC 877, *Boe v. Hamilton* (1988), 33 B.C.L.R. (2d) 49 (C.A.).
- [30] I note parenthetically that such a remedy would be of little comfort to the defendants here, since the amendment would relate to the very terms of resignation and would take effect immediately, before the defendants could resign free of its effect.
- [31] The plaintiff says membership in the association included a term that members would comply with its financial requirements, as assessed from time to time by the Board. They say that such a term is both express in a governance by-law passed by the Board in approximately 2003 to 2004, and implied, arising from the members' historical conduct in paying increased assessments, one-time special levies, and other financial requirements imposed on the members by the Board. By the plaintiff's position, the July 14, 2004 resolution amounted to such an assessment.
- [32] The plaintiff relies in particular on the following rule in FIR's governance by-law manual: Member Companies commit to the financial and informational needs as directed by the Board.
- [33] However, the manual of "by-laws" relates to governance of the Board, as an internal matter, and not to the constitution or authority of FIR itself. The manual is not part of FIR's articles or memorandum, or of the Subscription Agreements with employer companies. Nor is there evidence that it was universally distributed to association members, such that it might be said to describe the terms of membership. The manual could not confer on FIR's Board a power which the Board did not otherwise possess. Any authority in the Board to impose on members an obligation to contribute to a contingency liability fund must be found

elsewhere.

- [34] In *Canadian Pacific Hotels Ltd. v. Bank of Montreal*, [1987] 1 S.C.R. 711 at 773-776, Le Dain J. discussed the three bases on which a court may find an implied contractual term: (1) implied by custom and usage, (2) implied by fact to give "business efficacy" to the contract, and (3) implied in law.
- [35] The third basis does not arise here, and evidence to support implication on either of the first two bases is wholly insufficient.
- [36] There is no obvious inference from the Subscription Agreements themselves. They expressly set out the monthly subscription fees to be paid by employer companies and do not provide for a termination fee. They include no reference to FIR having any right to require consideration additional to the subscription fee. They make no reference to any constitution or rules to which the subscribing member agrees to be bound.
- [37] Nothing in the parties' dealings suggests that the parties necessarily or likely intended subscribing members to be bound to contribute to potential - not even actual - liabilities of FIR on its potential re-organization or winding-up. Indeed, in his examination for discovery, Terry Lineker, FIR's President and Chief Executive Officer, indicated that FIR understood its subscribing members to bear no such obligation, and therefore initiated discussion of the resolution now in issue.
- [38] No course of dealings arises or has a sufficient degree of consistency to give rise to an implied term authorizing the Board to require an extraordinary financial contribution such as the resolution describes; see *Atomic Interprovincial Transport (Eastern) Ltd. v. Geiger* (1987), 45 D.L.R. (4th) 312 (Man. C.A.) and *Abitibi-Price Inc. v. Westinghouse Canada Inc.* (1988), 73 Nfld. & P.E.I.R. 271 (Nfld. S.C.), at para. 127. Over the years, FIR's Board levied numerous assessments that it described as "special", but almost all of those assessments served to increase the monthly subscription fee, not to require a contribution of capital. In FIR's 66 ½ year history, there were only three assessments that addressed shortfalls in cash reserves, only two of those (in 1947 and 1998) preceding the defendants' departure from FIR.
- [39] There is no basis on which to conclude that either custom and usage in the industry or business efficacy requires implication of a term authorizing a requirement that departing members contribute to a fund. Indeed, on an assessment of business efficacy according to the "officious bystander" test, the requirement is not only unnecessary to the business relationship but would also operate unfairly: it would require departing members to contribute on their departure, with no assurance that FIR's potential liabilities will ever be actual, and with no clear provision in the interim for the funds' safe-keeping and possible return. It is to be noted that if, on the plaintiff's dissolution, the funds are not required to meet its liabilities, they would not return to the defendants but, rather, would go to charity; FIR's memorandum and articles and its charitable status under the Income Tax Act require that result.

[40] In sum, even on the plaintiff's characterization, which I have rejected, by which the Board on July 14, 2004 acted as or on behalf of an unincorporated association of forestry companies with subscription agreements with the plaintiff company, the resolution was outside its capacity and could not bind departing association members to contribute.

2. DID THE BOARD ADOPT THE JULY 14, 2004 RESOLUTION?

[41] The parties disagree about whether the resolution on which the plaintiff relies was actually passed at the July 14, 2004 meeting.

[42] Were it necessary to resolve this question, I would not do so on the available affidavit evidence. Although conflicting affidavit evidence does not necessarily make a matter unsuitable for determination under Rule 18A, it clearly does so here.

[43] Some understanding of the background to the meeting is necessary to situate the evidentiary conflict.

[44] In the early 2000s numerous challenges were confronting the forestry industry and FIR's subscribing members, and by 2002, FIR's Board had decided to review FIR's structure and governance, and to consider restructuring or even winding-up. It was in connection with the latter possibility that management first recommended, and the Board considered in October 2002, that FIR establish a notional contingency liability fund to cover potential liabilities to its own employees. The Board deferred decision on that matter, and did not return to it until July 2004 in connection with the resolution now in issue.

[45] Pressures increased through 2003 and 2004, with protracted and difficult labour negotiations and financial crisis within the industry as a whole. The concerns about FIR's governance model continued and, on July 6, 2004, the Board established the Restructuring Committee to review FIR's future role and mandate, and report back with recommendations and clear estimates of any transition costs to a new structure and the costs of winding-up.

[46] Pressures increased still further with the resignation of TimberWest Forest Products Ltd., one of the larger subscribing members, on July 7, 2004. Some of the directors then requested a Board meeting to address the consequences of the withdrawal, and the July 14, 2004 meeting was called and held.

[47] At the time, the Board had five members, including representatives of the two defendants. The Chair was Duncan Davies, President and CEO of Interfor. However - and despite a contrary assertion, on which the plaintiff no longer relies, in the affidavit of Mr. Lineker - Mr. Davies was out of town at the time of the meeting and neither he nor his alternate attended. The meeting was instead chaired by Craig Neeser, then Weyerhaeuser's Vice-President, British Columbia. Herb Mossey, then an employee of Weyerhaeuser, as Director, Human Resources, also attended.

- [48] It is common ground that the main or only topic of discussion at the meeting was the consequence of TimberWest's departure and the creation of a notional contingency liability fund. The discussion concerned in part whether an obligation to contribute could retroactively bind TimberWest, and Mr. Lineker was instructed to obtain legal advice on that point.
- [49] The parties agree also that when Mr. Lineker later received advice that such a resolution could not validly have retroactive effect, he changed the effective date of the resolution from July 6 to July 14, and circulated a written form of the resolution to Board members, pointing out the change of date and asking any Board member having a problem with the wording of the resolution to get back to him. Nobody did.
- [50] The plaintiff says that the resolution was presented orally at the July 14 meeting and unanimously passed, and that in any event, given the Board's customarily informal manner of doing its business, Mr. Lineker's later correspondence with the written text of the resolution, and an invitation to raise any objection, both confirmed and repeated the Board's adoption of the resolution.
- [51] The plaintiff relies mainly on the affidavit evidence of several people present at the meeting who depose unequivocally that Mr. Neeser moved the resolution and the Board members present unanimously adopted it after discussion.
- [52] The defendants rely mainly on the affidavit evidence of other people present at the meeting, notably Mr. Neeser, supplemented by Mr. Mossey, who depose that the resolution was discussed, but deferred for further consideration and for Mr. Lineker to obtain legal advice.
- [53] The plaintiff characterizes the defendants' evidence in this area as amounting to no more than a professed lack of memory concerning the resolution, and not as a denial that the resolution passed, but I do not read the evidence in its context in that limited way. In his affidavit, Mr. Neeser at times expresses his denial in those terms (e.g. "I do not recall making a motion to establish the Fund"; "I do not recall the Board resolving at the Meeting to establish the Fund"), but he does so in a clear effort to identify the scope of his personal knowledge and to confine his evidence to it. Statements such as those I have quoted cannot be read in isolation from accompanying statements that make clear his personal understanding that no resolution passed (e.g. "I would not have voted in favour of a resolution that can be read as purporting to bind other member companies not present at the meeting"). Also, Mr. Neeser expressly denies that he read out or presented a detailed motion in the terms represented in the minutes Mr. Lineker later prepared.
- [54] Mr. Neeser chaired the meeting and is said to have put forward the resolution on which the plaintiff relies. His denials, supported by Mr. Mossey, that he did so, and that the resolution passed, stand in stark conflict with the evidence on which the plaintiff relies.

- [55] The conflicts arise from the affidavits of experienced business people with key roles in the meeting called to discuss the very matter to which the conflicts relate. Those people can be expected to have attended to the content and result of the discussion. The conflicts in their evidence cannot simply be discounted.
- [56] Nor can they be resolved appropriately on the available evidence. There are no objective external circumstances against which to assess them. The conduct of other companies who resigned from FIR, and are said to have adhered to the effect of the resolution, is of very limited assistance in light of the then existing litigation and the additional dispute in the evidence concerning the extent to which some or all did so as a purely voluntary gesture. Also, Mr. Lineker's minutes of the meeting, circulated after the meeting and documenting passage of the resolution, cannot be seen as necessarily objective or disinterested, because Mr. Lineker, as the senior employee of FIR, could be seen to benefit most from the protection that a contingency liability fund would offer.
- [57] The conflicts prevent the determination under Rule 18A of whether the Board passed the resolution at its July 14, 2004 meeting.
- [58] This conclusion makes unnecessary the determination of the plaintiff's preliminary motion asking the court to strike numerous portions of the defendants' affidavit material for: (1) detailing the content of privileged settlement discussions, or (2) offering argument, non-expert opinion, or conclusory statements. I indicated on October 15, 2008 that the plaintiff's application could not be determined on a preliminary motion in isolation from the merits of the matter, and that I would consider the application in light of the matter as a whole.
- [59] However, that consideration is now unnecessary because most of the portions of the affidavits to which the application relates bear on the issues which will not here be determined. They bear mainly on the content of the July 14, 2004 meeting and the communications that followed the meeting and, later, the defendants' departure from FIR, and little on the issues, discussed above, that are fatal to the plaintiff's claim, or on those, discussed below, that are fatal to its response to the defendants' counterclaim.
3. DOES ESTOPPEL PREVENT THE DEFENDANTS DISPUTING THE VALIDITY OF THE RESOLUTION?
- [60] The plaintiff contends that even if the July 14, 2004 resolution and the resulting by-law, which the plaintiff says implemented it, were not legally valid or binding on members of the association, the defendants are estopped from resisting their effect because they did not respond to Mr. Lineker's invitation to identify problems with his rendition of the resolution, and they raised no concerns about the validity or effect of the resolution until after their resignation from FIR.

- [61] Claims of estoppel are approached with caution. The plaintiff here bears the burden of proving it, including that the defendants by their words or conduct made an unambiguous assurance to the plaintiff that they intended to affect the legal relationship, and that the plaintiff relied on the assurance to its detriment.
- [62] The claim fails in every aspect.
- [63] The defendants' silence after the July 14, 2004 Board meeting is consistent with explanations other than that the defendants through their silence made an assurance to the plaintiff intended to affect the parties' legal relationship. Their evidence provides a wholly different and detailed explanation that accords with their position, supported by affidavit evidence, that the resolution did not pass at the meeting and was to be discussed at the next Board meeting, which took place only after the defendants' resignation from FIR.
- [64] Also, there is no evidence that the plaintiff has relied to its detriment on an understanding that the defendants did not contest the validity of a Board-imposed requirement to contribute to the fund. FIR has not in the interim undergone restructuring or winding-up. There is no evidence that because of the defendants' words or conduct it lost an opportunity to validly introduce a requirement to contribute to a contingency liability fund, or otherwise to receive contributions to such a fund.
- [65] No estoppel arises from the defendants' words or conduct.
4. ARE THE 2003 LOANS DUE TO THE DEFENDANT?
- [66] That the loans were repayable is not in dispute. The question is whether they are due only when the plaintiff is in a financial position to repay them.
- [67] Even if, as by the plaintiff's position, the loans are contingent, and not demand, loans, the non-occurrence of the contingency does not relieve the plaintiff from the implied obligation to repay the loans within a reasonable period of time: *Berry v. Page* (1989), 38 B.C.L.R. (2d) 244 (C.A.).
- [68] Nearly five years have passed since the defendants made the advances, and the plaintiff offers no evidence to explain why it has not taken steps to raise the revenue to repay them.
- [69] The loans are due, and the defendants are entitled to judgment on their counterclaim.

CONCLUSION

- [70] The plaintiff's action is dismissed.
- [71] Judgment is granted to the defendants on their counterclaim in the amounts of \$90,585 (Weyerhaeuser) and \$55,579 (Interfor) plus pre-judgment interest.

"H. Holmes J."

The Honourable Madam Justice Holmes

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Prepared on 27 October 2026 · Esheria