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*Roy L. Heenan**

As some of you may know, I was born in Mexico. I cannot help looking around a room like this and remembering the famous Mexican gypsy curse. The worst thing a Mexican gypsy can wish on you is: "Que entre abogados te encuentres," that is, "May you be found between lawyers." Indeed, this is the worst thing that could be wished on anybody. I often find myself in this company and sympathize with arbitrators for exactly the same reason.

I thank you for inviting me back to this conference. I was here in 1990 and the only reason I can think of that might explain why you invited me back is, again, a Mexican saying: "El diablo es mas sabio por viejo que por diablo." In English, "The devil is wiser because he's old rather than because he's a devil." My age must have something to do with my repeat visit.

I was very interested in the topic and the framework of the conference itself: the impact of NAFTA and a comparative look at hiring, termination, and regulation of the workplace. Since I gave a speech on exactly the same topic in 1990, I was tempted either to refer you to it, in which case I would never be asked back again, or else, even more rudely, just to give you the same speech and see if anybody would notice. I decided not to adopt either of those approaches. Rather than go into the nuts and bolts of the relevant issues, as I did in 1990, I am going to do two things.

First, I want to talk conceptually of the impact of NAFTA, how it is affecting human resources and how the unions, in particular, have reacted. Then I will turn to a comparative look at the different directions we have taken in our respective countries.

Let me talk first about the impact of NAFTA. You will remember the two concerns that were voiced, particularly by the trade unions, at the time NAFTA was passed. The first concern was that jobs would be exported to Mexico because of low wages. It was Mr. Perot, perhaps, who did the best job of describing it as a "giant sucking sound" of jobs moving down to Mexico.

The reason this first concern is of particular interest to me is be-

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cause, as you may know, a company called Kenworth, in and around Montreal, has very recently announced a plant closure and the termination of some eight hundred jobs. Of course, the trade union movement has cried "you see, this is the result of NAFTA!" I shall return to this specific example later on because I believe it is a very interesting case study.

The second concern was one raised by academics — some of you may be authors of this view so you will excuse me if I do not always agree with the academic literature — that is, the theory of "the race to the bottom." Put briefly, the theory suggests that labour standards and wages will plummet in order to protect jobs. As a result, we will find ourselves in a chaotic situation as competing countries begin racing against one another to do away with their regulations, labour protection, and health standards.

These were the two concerns that, as you know, led to the passage of the North American Agreement on Labor Cooperation (NAALC). The NAALC attempted to deal with these growing misgivings, particularly, when it became apparent that Mexico, despite having signed many more treaties and ILO conventions than either your country or mine, was not enforcing its own laws.

I have four answers to the arguments about low wages, the giant sucking sound, and the race to the bottom arguments. The first I quote from the famous philosopher, Casey Stengel, who stated that "predictions are hard to make, especially about the future." He also referred to déjà vu all over again, and, in my view, this is exactly what I am hearing.

At the time that Canada and the United States entered the Free Trade Agreement, the Canadian Automobile Workers made the following prediction: "Workers in the Southern United States industries working under terrible working conditions, low standards of health and safety, and substandard wages may well become the benchmark for Canadian manufacturing."[1]

This has not happened. NAFTA did not stop the election of two socialist governments in Ontario and British Columbia, who passed some of the most pro-employee labour legislation anywhere in the Western World. Nor did it stop the people of Ontario from voting against the Ontario government in repealing most of this legislation when they found it to be ill-conceived. This certainly does not, however, suggest that our countries have dismantled their labour security.

The second answer I put to you is that, in terms of low-wage cost analysis, this argument is far too simplistic. If it were true that jobs gravitated to low wages, then one would find that Greece and Portugal had become the manufacturing motors of Europe. In terms of wages,

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[1] FREE TRADE COULD COST US CANADA 8 (Willowdale: C.A.W.-Canada) (1986).

both these countries stand in relationship to Germany as Mexico does to Canada. Yet, I think it is evident from the European experience that employment opportunities and jobs have not all gone to Greece and Portugal. In world terms, Zaire and Bangladesh should be the manufacturing powerhouses of the world, yet, again, such is obviously not the case.

The third answer relates to an interesting study conducted by Peat Marwick in 1993. As part of this study, the thousand largest companies in Canada were surveyed and asked to what extent low wages figured in their decision-making process. The results indicated that low wages were the ninth most important factor, slightly above climatic conditions, in order of importance.

Much more critical were the first eight factors: 1) level of taxation; 2) availability of skilled employees; 3) value of the Canadian dollar; 4) communication facilities; 5) transportation facilities; 6) market proximity; 7) proximity of high-quality educational facilities; and, 8) interest rates.

The results of this survey are highly significant in demonstrating that other criteria are indeed more influential in the decision-making process than merely the low-wage factor. The infrastructure of a country from which both the United States and Canada greatly benefit is, I suggest, a far more important factor than is any wage differential.

The fourth reply to union concerns about NAFTA is the following: In Canada, power over labour matters is shared between eleven jurisdictions. Our labour law falls mostly within the jurisdiction of the provinces — "states" in your terms. Exceptionally, labour matters fall within Federal competence when dealing with important national employers such as banks, aviation, television and telephone companies, and other large companies of that nature. It remains, however, that the basic manufacturing industry is wholly subject to provincial legislation. There has clearly not been uniformity of standards among the different provinces in this area. Were the union's prediction correct, one would expect jobs and employment opportunities to have migrated to the low-wage provinces. The poorest province, the one with the least labour regulation and the lowest minimum wages is Newfoundland. Yet, the manufacturing industry in Canada has certainly not moved to Newfoundland.

Moreover, as Professor Brian Langille of Toronto has pointed out, important Canadian social policies, such as Medicare, represent, for us, a significant competitive edge over the United States. A Medicare system removes insurance costs from the employer's cost of doing business and, as a result, should be viewed, not as something to be dismantled, but as something which gives us a positive advantage. Many such social policies can likewise be justified in efficiency and equity terms. Professor Weiler, in his study of the country, came rapidly to the conclusion

that there has not been a race to the bottom.

Also, it should be noted that the minimum wage rate in Quebec has recently risen to $6.45 an hour, and the minimum wage progression continues on in our country. Yet once again, this expected rush to low-wage countries or race to the bottom has not proven true.

Hence, as regards the impact of NAFTA, let me suggest to you that the fears that a race to the bottom would begin or that jobs would disappear to Mexico have just not materialized. Having said this, it certainly does not mean that we can simply ignore the effect of our labour laws on our competitive position or the comparative advantages of other countries.

One of the most significant differences between Canada and the United States is, of course, our respective levels of unionization. In Canada, we are between thirty and forty percent unionized, whereas, the United States is somewhere in the low teens. As a result of this significant difference, regulation in our country still finds its source, in large part, from the collective bargaining process. Therefore, hiring, termination, and regulation decisions in a vast section of our economic endeavour are governed by collective agreements rather than individual contract.

Moreover, Canada has been notoriously adversarial in its industrial relations. The Kenworth matter, which I mentioned earlier, is of particular importance. I speak about it with a certain amount of passion because it is a matter which interests me. On April 9th, 1996, the company announced, that it was going to close its plant resulting in the loss of eight hundred jobs. It should be immediately pointed out that this announcement came after an eight-month strike. The company had not made a profit for the last four to five years and the union continued to demand higher pensions. After eight months — and this was the second eight-month strike in ten years — the company said "thanks, but no thanks."

I suggest to you that this was not a race to the bottom. Rather, this was a question of adversarial — and what I call stupid — industrial relations causing people to reconsider a very simple investment decision. Although the papers like to report that the plant is moving to Mexico, this is not true. Kenworth recently built a plant in Seattle, which is not a lower-wage area. It is, in fact, a higher-wage area.

I am not involved in the Kenworth dispute. I know only what I read in the newspapers. I noticed that the Quebec Minister of Finance responded very quickly saying that the NAFTA had nothing to do with Kenworth's decision. Rather, the move was an example of another adversarial relationship gone awry.

In keeping with today's comparative theme, let me point out some of the other significant differences between Canada and the United States. Having listened to the very interesting presentations, I have

noted two things that you have which we do not. First, we do not have an employment-at-will doctrine. Basically, as the law stands in Canada, an employer may only terminate a job for just cause. All of our labour statutes provide for just cause, either expressly or impliedly, as an essential condition for termination of employment. Hence, most, if not all, employers know that they must meet a just cause standard if they wish to terminate employment in Canada.

Also, we did not succumb to the foolishness — and you will excuse my use of those terms — of holding jury trials to decide employment matters. I have heard my American colleagues rail about Title VII cases like the fifty-four million dollar decisions against Wal-Mart and other such jury awards. We have not adopted this approach, and I think it is both interesting and important for you to know why this is so. I am not suggesting that our system would work down here. What I am suggesting is that we have taken a different route, which is probably, if I may say so, a better route to have followed.

I remember the time when we used to look to Sweden and everybody used to argue in favour of introducing the Swedish system in Canada. I think it was Chief Justice Gold who replied that the trouble with implanting Swedish labour laws in Canada was that there were not enough Swedes in Canada. Indeed, labour laws tend to reflect the makeup of the country. It is not always wise to try to implant a foreign system into your own. However, let me point out that Canadian labour and collective agreement laws have come from the United States. We imitated the United States. We took the Landrum Griffin Act and your Wagner Act. We adopted many of the basic systems from the States and we find ourselves today as one of only three countries in the world, the United States and South Korea being the other two, where there is a monopoly of representation. However, in adopting the U.S. system, Canadians changed it in three significant areas.

First, we imposed legislation prohibiting strikes and lockouts during the term of the collective agreement. This was not an issue we wished to leave to collective bargaining. I realize that most of your collective agreements provide for this prohibition. However, we chose to codify it as a matter of public policy.

Second, as a quid pro quo for this express prohibition, we imposed mandatory arbitration. This was also an issue we would not leave to collective bargaining. Mandatory arbitration has affected us enormously in Canada. Every grievance and dispute concerning the interpretation or application of the collective agreement must go to arbitration. There is no alternative. This particular feature of our system has perhaps been the most influential in terms of our hiring/firing regulation.

Lastly, of course, we have a penchant for conciliation. Hence, we have adopted a freeze on working conditions and a wage freeze from

the time the contract expires. However, the right to strike does not arise until one has gone through a conciliation process. This is true in almost all jurisdictions in Canada. In practice, we tend to go on forever in negotiations after the collective agreement has expired. Whether this is wise or not is something we could debate.

I am a director of the CBC. We have been negotiating a new contract for eighteen months, and even that, according to the newspapers, is too short. The unions say it was not long enough for negotiations. Although to me, eighteen months seems like a very significant period of time.

At one point, I was appointed by the government as a conciliator for the Post Office. The process went on for eighteen months after the expiration of the last contract when we finally reached an agreement. It was a two-year contract, eighteen months of which had already passed. As a result, the parties began negotiating again almost as soon as we left. There is a certain nonsense in this system of public bargaining which does not commend itself to me. The public interest is often noticeably absent.

I ask you to note, in particular, the second feature of our system which I mentioned earlier, that is, the importance of arbitration. The emphasis on arbitration is evident not only in the collective bargaining process, but also in the non-unionized sector. Particularly significant is the degree to which our judges have, on grounds of public policy, tried to keep employment matters within the exclusive jurisdiction of arbitrators and out of the court system.

Last year, the Supreme Court of Canada released two very important decisions in this regard. The first was the case of *Weber v. Ontario Hydro*.[2] Mr. Weber was employed by Ontario Hydro. As a result of back problems, he took an extended sick leave. Hydro paid Mr. Weber the sick leave benefits provided for under the collective agreement. After a while, however, Hydro began to suspect that Mr. Weber was malingering. Hydro hired a private investigator to look into the situation. The investigator, under fraudulent pretence, was able to get into Mr. Weber's home and found that he was, indeed, well and able to return to work. Based on the information it received from the investigator, Hydro suspended Mr. Weber for having abused his sick leave benefits.

The union filed grievances against Hydro. These grievances were eventually settled. Parallel to this first recourse, Mr. Weber took civil proceedings against Hydro on the basis of tort and violation of his fundamental rights under the *Canadian Charter of Human Rights and Freedoms*. The company argued that the collective agreement provided for final and binding arbitration of all differences between the parties and, therefore, precluded any possible civil action between them. Mr.

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[2] [1995] 2 S.C.R. 929.

Weber's most persuasive argument was that *Charter* claims raise unique policy considerations and, thus, are best left to the inherent jurisdiction of the courts, not arbitrators.

The case came before the Supreme Court last year. In a very significant decision, the Supreme Court held that employment matters governed by a collective agreement must be exclusively decided by arbitrators. The courts have no jurisdiction over such matters whether or not they involve *Charter* arguments. Basing itself on the earlier case of *St. Anne-Nackawic Pulp & Paper Co. Ltd. v. C.P.W.U., Local 219*,[3] the Court decided, on grounds of public policy, that parties to a collective agreement may not institute court proceedings on any matter which is directly *or indirectly* related to the collective agreement.

Let me cite Madame Justice McLachlin who, at page 954, stated the following:

> The final difficulty with the concurrent actions model is that it undercuts the purpose of the regime of exclusive arbitration, which lies at the heart of all Canadian labour statutes. It is important that the disputes be resolved quickly and economically with a minimum of destruction to the parties and the economy. To permit concurrent court actions whenever it can be said that the cause of action stands independent of the collective agreement undermines this goal.

On the issue of whether *Charter* claims, more particularly, could be decided by arbitrators, the majority of the Court — divided four to three on this point — said "why not?" As the aim is to designate a single forum to regulate matters between parties to a collective agreement, arbitrators must have the power to enforce anything that arises, directly or indirectly, from the collective agreement. Madame Justice McLachlin, writing on behalf of the majority, reasoned as follows:

> While the Charter issue may raise broad policy concerns, it is nonetheless a component of the labour dispute, and hence within the jurisdiction of the labour arbitrator. The existence of broad policy concerns with respect to a given issue cannot preclude the labour arbitrator from deciding all facets of the labour dispute.[4]

This decision went very far in stressing the importance of the arbitrator's forum. As a result of the court's reasoning, they rejected Mr. Weber's court action. Since the union grievances had already been settled, that was the end of that.

On the same day, the Supreme Court rendered a second decision, *New Brunswick v. O'Leary*,[5] which further embedded arbitration in our system. Mr. O'Leary was a senior representative of the Province of

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[3] [1986] 28 D.L.R. (4th) 1; [1986] 1 S.C.R. 704.

[4] *Supra* note 2, at 960.

[5] [1995] 2 S.C.R. 967.

New Brunswick. His job required him to travel throughout the Province. One day, while driving a leased vehicle, he got a flat tire. Rather than stopping, he decided to drive on. In so doing, he caused $2,815.56 of damage to the car. The Province of New Brunswick brought a court action against O'Leary on grounds of negligence, claiming $2,815.56 worth of damage to the vehicle. O'Leary objected on the basis that his employment with the Province was governed by a labour agreement. The employer alleged that, notwithstanding, O'Leary's conduct amounted to the tort of negligence: "You were driving a leased car and we did not hire you to drive on the rims of your tire."

The Supreme Court of Canada applied the same reasoning as in *Weber*. It held that courts should not get involved in matters arising directly or indirectly from the collective agreement. On behalf of a unanimous bench in this case, Madame Justice McLachlin wrote, at page 970:

> The Province's principal argument is that the collective agreement does not expressly deal with employee negligence to employer property and its consequences. However, as noted in *Weber*, a dispute will be held to arise out of the collective agreement if it falls under the agreement either expressly or inferentially. Here the agreement does not expressly refer to employee negligence in the course of work. However, such negligence impliedly falls under the collective agreement. Again, it must be underscored that it is the essential character of the difference between the parties, not the legal framework in which the dispute is cast, which will be determinative of the appropriate forum for settlement of the issue.[6]

Arguably, there was an article in their collective agreement which related to the matter at hand. Nonetheless, I do not entirely agree with this decision because arbitrators are not, generally, asked to assess damages against employees. I am not sure it is something most of them would enjoy doing. Essentially, however, the Supreme Court has said that arbitration is the preferred venue, and they do not want the courts involved.

As a result of these decisions, one can see to what extent arbitrators have taken over from judges in employment matters. In sixty to seventy percent of termination cases, the remedial area is arbitration rather than the courts. Three jurisdictions, Federal, Quebec, and Nova Scotia, make *any* termination dispute go to mandatory arbitration, even in non-unionized sectors.

In other words, if I represent a bank under Federal jurisdiction and I discharge an employee, that employee can seek reinstatement notwithstanding that he or she is non-unionized. Compulsory arbitration will then be held in regard to that dispute. The same is true in

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[6] [1995] 2 S.C.R. 970.

Quebec and Nova Scotia for anybody who is non-unionized. I have analyzed the Canadian experience of arbitration in the non-unionized sector and have found that the experiences we have had are not always happy ones.[7] On the whole, however, the public policy in large jurisdictions is such that employment matters are referred to arbitrators and are no longer kept in the court system.

Ontario does not have such a provision, but rather, has instituted an ADR process to which they refer employment matters, typically, termination matters. Eighty to ninety percent of all employment claims end up in ADR, most of which are settled. Here also, there is an attempt, even by the courts, to designate arbitration as the preferred forum for employment matters.

Lastly, there is the issue of estoppel. If an employee takes a civil action in the courts for wrongful dismissal and, at the same time, institutes a claim for termination pay under the Employment Standards regulations, the courts will defer to the finding under the Employment Standards regulations. The decision of the referee (the appointed decision-maker under most *Employment Standards Acts*) is deemed to be final and binding on the central question to be determined between the parties. Hence, the issue is held to be estopped. Based on recent case law, one begins to see how Employment Standards regulations have eventually come to regulate the courts.[8]

As a result, most employment matters are determined or settled outside the court system. In certain jurisdictions, however, the courts continue to be involved in determinations regarding proper length of notice. As noted earlier, we do not have employment at will in Canada. An employer may terminate employment without cause in a non-unionized setting, but only if payment is given in lieu of proper notice. In this area, the stability of the courts has been of particular importance.

The courts have insisted on setting down a framework for determining whether the notice period given is sufficient in the circumstances. As a result, courts have established a series of considerations to be taken into account as a guide in deciding how much advance notice should be given. These considerations were set down originally in a case called *Bardal v. The Globe and Mail*:[9]

> There can be no catalog laid down as to what is reasonable notice in particular classes of cases. The reasonableness of the notice must be described with reference to each particular case having regard to the character of the employment, the length of service of the servant, the

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[7] Roy L. Heenan & Thomas E.F. Brady, *Arbitrating Dismissals of Nonunion Employees: A Canadian Experience*, (1992) 13(3) COMP. LAB. L.J. 273.

[8] *See, e.g.*, Rasanen v. Rosemount Instruments Ltd., [1994], 1 C.C.E.L. (2d) 161 (Ont. C.A.) per Abella, J.A.; Machado v. Pratt & Whitney Canada Inc., [1995], 12 C.C.E.L. (2d) 132 (Ont. Gen. Div.).

[9] [1960] O.W.N. 253, 24 D.L.R. (2d) 140 (H.C.).

> age of the servant and the availability of similar employment, having regard to the experience, training and qualifications of the servant.[10]

The court's desire to maintain stability in this area is exemplified by the recent case of *Cronk* v. *Canadian General Insurance Co.*[11] The case involved a secretary whose job was terminated without just cause. The judge in first instance acknowledged the guiding principles established in *Bardal* but went on, however, to disagree with them. The first judge held that clerical employees should be awarded the same amount of notice as more senior employees and that no distinction should be made according to the character of employment nor the seniority of the position. The judge then ordered a twenty-two-month advance notice payment.

The Court of Appeal reversed this decision and reinstated the *Bardal* criteria. The Court of Appeal held that the appropriate notice period in the circumstances was twelve, rather than twenty-two months. More important than the actual amount awarded were the underlying policy considerations therefor. The Court of Appeal stated at page 16:

> The result arrived at has a potential of disrupting the practices of a commercial and industrial world wherein employers have to predict with reasonable certainty the cost of downsizing or increasing their operations, particularly in difficult economic times. As well, legal practitioners specializing in employment law and the legal profession, generally, have to give advice to employers and employees in respect to termination of employment with reasonable certainty.

Essentially, what the Court of Appeal attempted to do was reimpose what they called "reasonable certainty." As a result, most employment claims in my country get settled rather than go to court. Of those that do go to court, there are very few unexpected decisions.

There are two or three other areas of innovation which I would like to bring to your attention, especially since they sometimes have a way of crossing borders.

When I last spoke to you, I made considerable reference to employees' obligations of loyalty towards their employers.[12] If you recall, the Canadian Supreme Court imposed a fiduciary duty on senior ranking employees to remain loyal to their employer, to act in good faith, to avoid conflict of interest, and to avoid self-interested dealings incompatible with the employment relationship.[13] In Quebec, this duty of loy-

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[10] *Id.* at 145.

[11] [1995] 14 C.C.E.L. (2d) 1 (Ont. C.A.), reversing (1994), 6 C.C.E.L. (2d) 15, 94 C.L.L.C. 14,032, 19 O.R. (3d) 515 (Gen. Div.).

[12] Roy L. Heenan & Thomas E.F. Brady, *Hiring Termination and Regulation of Employees in the Canadian Workplace*, (1990) 16 CAN.-U.S. L.J. 183.

[13] Canadian Aero Services v. O'Malley, [1974] S.C.R. 562, [1973] 40 D.L.R. (3d) 371.

alty was extended not only to directors and senior officers, but to regular employees as well.[14] Ever since these rulings by our Supreme Court, lower courts have taken the employee's duty of loyalty and good faith very seriously, not hesitating in the least to apply it where it is due.

Interestingly enough, courts have recently turned the other way and now hold the employer to a duty of good faith and fair dealing vis-à-vis its employees. This too is an implied condition of the employment relationship. Abusive terminations, such as, the "Friday-no-notice-get-out-of-here" types of situations will cause courts to intervene on the grounds of failure on behalf of the employer to fulfill its duty of good faith or fair dealing.

More specifically, I draw to your attention two recent cases in point. The first is the case of *Trucker's Garage Inc. v. Krell.*[15] Here, the employment contract expressly allowed either party to terminate the agreement before the end of the contractual period on the ground of incompatibility. The employer invoked this clause as basis for firing Mr. Krell. After reviewing the facts of the case, the trial judge found that the employer did not fire Mr. Krell in good faith because of incompatibility, but did so capriciously for other reasons. The Court of Appeal agreed with the trial judge's assessment on this point and found the employer in breach of its duty of good faith and fair dealing.

The second case of interest is the 1995 decision of *Ditchburn v. Landis & Gyr Powers Ltd.*[16] The case involved a senior sales executive who was earning an annual salary of $80,000. He took a customer out one day on what can only be described as a "boozy lunch." He and the customer later went to a local strip club. Unfortunately, after several drinks, there ensued a physical altercation between them. The employer immediately dismissed the employee. Most of us would not find the employer's decision all that unreasonable under the circumstances. However, the Ontario court did not agree. This was a fifty-nine-year-old employee with twenty-nine years of seniority who had never had any problems in the past. The fist fight was only a momentary aberration, and the mere fact that the employee was involved in this isolated incident was not sufficient cause for termination. The employer was held to a duty of loyalty and good faith in dealing with the employee. The court imposed twenty-two months of severance pay and awarded $15,000 in mental distress. One can see here the extent to which Canadian courts might be more willing to read in public policy considerations than their American counterparts.

In this same case, the employer also gave Ditchburn a poor letter of reference. Drawing support from past case law,[17] the court granted

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[14] Bank of Montreal v. Kuet Leong Ng, [1989] 2 S.C.R. 429.

[15] [1993] 3 C.C.E.L. (2d) 157 (Ont. C.A.).

[16] (September 29, 1995), Doc. 93-CQ-40633 (Ont. Gen. Div.), [1995] O.J. No. 2882 (Q.L.).

[17] Trask v. Terra Nova Motors Ltd., [1991], 35 C.C.E.L. 208 (Nfld. T.D.); Rahentulla v.

an additional two-month notice (hence a total of twenty-four months) in order to compensate Ditchburn for the poor reference he received and the related difficulty he experienced in securing a new position. The same result has been held in wrongful dismissal cases where the employer refuses to give former employees any reference at all.

In light of this line of jurisprudence, employers have realized how careful they must be when drafting letters of reference for former employees. This cautious attitude has led to the Lexicon of Intentionally Ambiguous Recommendations,[18] or "L.I.A.R.". I think I invented one of them, which is my standard letter of reference in difficult cases. "This is to certify that Mr. So-and-So was employed by us in such and such a capacity from such and such a date to such and such a date. If you can get him to work for you, you will indeed be fortunate. Yours very truly." Is there anything wrong with that? Or, in the case of absenteeism, "She is not your average everyday employee." That seems to me to be a perfectly good reference. Better yet, in cases of gross absenteeism, "A man like him is hard to find." Surely, no one can sue you for that.

Vanfed Credit Union, [1984], 4 C.C.E.L. 170 (B.C.S.C.).

[18] Robert Thornton, LEXICON OF INTENTIONALLY AMBIGUOUS RECOMMENDATIONS, (Meadowbrook, New York) (1988).