

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Pringle v. Ritchie-Smith Feeds, Inc.*,
2025 BCSC 1211

Date: 20250627
Docket: S234522
Registry: Vancouver

Between:

David Bruce Pringle

Plaintiff

And

**Ritchie-Smith Feeds, Inc., Sure Crop Feeds, Inc., and
McLeod's By-Products (1978) Ltd.**

Defendants

Before: The Honourable Justice R. Fowler

Reasons for Judgment

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Place and Date of Trial:

Vancouver, B.C.
May 5-9, and 12, 2025

Place and Date of Judgment:

Vancouver, B.C.
June 27, 2025

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Introduction

[1] This decision follows a 6-day trial during which four witnesses testified.

[2] The plaintiff claims that he was wrongfully terminated by his employer of close to 40 years and is entitled to damages in lieu of notice. The defendants take a very different view of what happened: the plaintiff was not dismissed, but voluntarily terminated his employment by retiring.

[3] More specifically, the plaintiff acknowledges that there were discussions about his retirement but maintains that no valid offer to retire was ever made or accepted by the employer. The defendants respond to this by asserting that they relied to their detriment on the plaintiff's discussions about retirement, and so they owe him nothing in damages.

[4] I will begin this decision by setting out some general background information, before setting out in detail the evidence of retirement discussions between the plaintiff and the general manager of the defendant companies. I will then set out the law concerning resignations and retirements before discussing my findings and conclusion.

General Background:

[5] The plaintiff, David Pringle, obtained a Bachelor's degree in agricultural science in 1980 and a Master's degree in animal nutrition in 1982. He became a licensed Agrologist in 1985. He started working at Ritchie-Smith Feeds in 1983 and remained employed with one or more of the defendant companies until March 2023.

[6] The defendant companies, Ritchie-Smith Feeds, Inc. ("RSF"), Sure Crop Feeds, Inc. ("SCF"), and McLeod's By-Products (1978) Ltd. ("MBP"), are in the business of providing animal feed to livestock and poultry farmers. RSF has a head office in Abbotsford; SCF operates in Grindrod, B.C., and MBP in Armstrong, B.C.

[7] During the period of time most relevant to these proceedings, Mr. Pringle worked at SCF and MBP. He held a managerial position at either SCF or MBP since 1992.

[8] SCF is a small company with about 30 employees; most have been there for many years, and they all know each other well. There is no formalized process for retirements. Mr. Pringle testified that a person planning on retiring would talk to him, there would be a discussion about timing, and plans developed to train a replacement. He was familiar with the retirements of other senior personnel. He knew that some delayed their retirements or stayed on after their retirement date, even part-time. For example, Mark Stanley, whose retirement was announced at the same time as his at a management retreat in Osoyoos in October 2021, changed his mind and is still working at RSF.

[9] On January 31, 2013, Mr. Pringle's company, D.B. Pringles PartnerCo Ltd., signed a partnership agreement with Ritchie-Smith Management Services LLP, along with eight other senior or management personnel. Article 9 of this agreement sets out conditions for the withdrawal of a partner. The mandatory retirement age is 67, although the managing partner may extend a partner's age of retirement. A partner may also retire by voluntarily resigning from the partnership by delivering a written notice of withdrawal at least two years before the withdrawal date.

[10] Dave Dieleman obtained his Bachelor's degree in animal science in 1995 and an MBA in 2015. After graduation he worked in Canadian banks specializing in agricultural financing before his first position at RSF, where he worked for three years in animal nutrition. He returned to banking, holding agriculture financing positions in Calgary and Vancouver until he again joined RSF in 2016 as general manager. His current position also includes being effectively the CEO for the Ritchie-Smith Group of companies: RSF, SCF, MBP, Supreme Animal Nutrition, and Ritchie-Smith Wholesale. The companies employ approximately 175 people. He reports to the family-controlled board of directors.

[11] In 2016, Mr. Pringle's position at SCF changed from General Manager to Senior Sales Leader. Mr. Pringle described feeling a little rejected; he felt like it was a demotion. Mr. Dieleman understood that this was the result of succession planning for SCF that started before he arrived. Because Mr. Pringle was late in his career and retirement was on the horizon, Dean Hampton replaced Mr. Pringle as GM of SCF to ensure continuity of leadership. There was an attempt to reduce Mr. Pringle's salary and bonus structure, but according to Mr. Dieleman, Mr. Pringle pushed back pretty hard, and his salary was not changed. The extent to which his bonus structure may have changed is not known.

[12] Mr. Dieleman testified that he was generally alive to succession issues for employees in their sixties. He identified two employees to possibly succeed Mr. Pringle: James Colquhoun and Mathew Jefferies.

[13] In 2021, Mr. Colquhoun, who by then had been with the Ritchie-Smith companies for over 20 years, was the director of purchasing and logistics at RSF. He was previously the manager of the dairy feeds sector. The plan was to train him to transition to the GM role at MBP. In 2022, Mr. Colquhoun worked with Mr. Pringle to get more experience in union negotiations. He was also involved in plans to redevelop and upgrade MBP facilities.

[14] In the same year, Mr. Jefferies was a sales representative reporting to Mr. Pringle. He was very involved in the poultry industry but lacked experience in the beef or dairy sectors. Although he had led projects, he had no experience leading a team. Mr. Jefferies was seen by both Mr. Dieleman and Mr. Pringle as someone who would continue to rise within the companies.

Retirement Discussions

[15] On January 22, 2021, Mr. Pringle, who was then almost 63, sent his year-end review to Mr. Dieleman. Under a heading asking for other feedback or points for discussion, Mr. Pringle wrote: "we should also probably discuss my retirement date ... I don't want to over stay my welcome." Mr. Pringle testified that he raised the topic of his retirement because he was aware of the 24-months notice requirement in

the Partnership Agreement, and because 65 seemed to him to be the magic number for retirement. He wanted to give as much notice as possible because he thought it probable that he would retire at 65.

[16] It is agreed that on February 9, 2021, Mr. Pringle and Mr. Dieleman had a meeting at a restaurant in Merritt. I understand that they often had business meetings in Merritt, likely because it is half way between the offices of RSF and SCF.

[17] Mr. Pringle described it as a casual business meeting, although, unsurprisingly, his recollection of what was discussed was very vague; he was not sure whether they discussed his retirement or not. However, an email from Mr. Dieleman to Mr. Pringle in April 2021 does refer to earlier discussions about Mr. Pringle's retirement, which I infer is a reference to discussions that did take place at the February meeting in Merritt.

[18] Additionally, Mr. Dieleman's General Manager's report, dated March 23, 2021, states that "Mr. Pringle is considering setting a retirement date in the next 12 months." I accept that this note is ambiguous: Will Mr. Pringle be setting his date of retirement in the next 12 months, or will Mr. Pringle be retiring on a date in the next 12 months.

[19] From all this I conclude that at the February 9 meeting in Merritt, there were some discussions about Mr. Pringle's retirement, but nothing specific was decided.

[20] Mr. Pringle and Mr. Dieleman met over MS Teams on April 26, 2021, during which a strategy for "changes" at RSF and SCF over the next 12 months was discussed. One consideration was "the eventual retirement of Randy Kurulak and Dave Pringle." No date for either retirement was known at that time. Mr. Pringle testified that the description of his retirement as "eventual" was consistent with his understanding: nothing had been agreed, the process was flexible, and that he would work with Mr. Dieleman to come up with a plan for his retirement. This was

not a long meeting because Mr. Pringle's own retirement was not "top of mind," and he was not asked about a specific retirement date.

[21] Mr. Pringle's recollection of this meeting appears to be confirmed to some extent by Mr. Dieleman, who reported in his May 2021 General Managers Report that he "will be considering Mr. Pringle's succession (if needed) as his likely retirement date is 19 months away." I conclude from this that Mr. Pringle had not set a specific retirement date, and that Mr. Dieleman was operating under an assumption, a reasonable one nonetheless, that Mr. Pringle would likely be retiring around January 2023, consistent with the two-year notice requirement set out in the partnership agreement.

[22] Because there was likely no urgency from either Mr. Pringle or Mr. Dieleman, the topic of Mr. Pringle's retirement did not arise again until September 27, 2021. Mr. Dieleman emailed Mr. Pringle, referenced their January discussions about potential retirement plans, mentioned that he is expecting "a few moving pieces over the next year or two," and said he would appreciate understanding Mr. Pringle's plans. Notably, Mr. Dieleman ended his email with this: "if you haven't yet given it much thought since January, that's totally fine too, no pressure whatsoever from me, I'd rather you stay!" Mr. Pringle testified that he took this as a compliment. It is also evidence that Mr. Dieleman was unlikely to pressure Mr. Pringle to retire at any specific time.

[23] In response to this email, Mr. Pringle thanked Mr. Dieleman for "reaching out," and welcomed the opportunity to get together to discuss his "exit plan." Mr. Pringle confirmed he was in no rush to "put a mark on the calendar" but understood they should "make a plan." Mr. Pringle arranged to meet, once again in Merritt, on October 4, 2021.

[24] Mr. Pringle said that this meeting lasted about five hours, during which they discussed business and personal topics. They both agree that the discussion about Mr. Pringle's retirement lasted about thirty minutes to an hour. Mr. Pringle also recalled general discussions about succession planning, for example, identifying

some of the people with the potential to replace him. Unfortunately, yet unsurprisingly, neither Mr. Pringle nor Mr. Dieleman have anything close to detailed recollections of the retirement discussions.

[25] Mr. Pringle and Mr. Dieleman agree that January 31st, 2023, was identified as a retirement date. They disagree significantly about what this date meant to each of them.

[26] Mr. Dieleman understood that Mr. Pringle offered to retire on January 31, 2023. Mr. Dieleman indicated his acceptance of that date by confirming with Mr. Pringle that he could share with all managers at the management team retreat in Osoyoos starting on October 6, 2021, that Mr. Pringle was retiring on January 31, 2023.

[27] By contrast, Mr. Pringle testified that January 31, 2023, was identified as a potential retirement date, not a “hard target.” Mr. Pringle acknowledged that he knew Mr. Dieleman wanted to announce his retirement date at the management conference and did nothing to stop him because, as far as he was concerned, it remained a flexible situation.

[28] Within a couple of days of their meeting in Merritt, Mr. Dieleman announced at the management retreat in Osoyoos that Mr. Pringle would be retiring on January 31, 2023, after more than 39 years with the companies. The whole management team and business owners were in attendance. Mr. Pringle agreed that he expressed no concerns to Mr. Dieleman about the announcement. Mr. Pringle continued to maintain that he always saw his retirement date as flexible. However, there is no evidence he shared that assessment with Mr. Dieleman or anyone else at the companies.

[29] On February 9, 2022, Mr. Dieleman wrote to Mr. Pringle to provide a performance review and bonus calculation for 2021. The penultimate paragraph reads as follows:

Your leadership and experience will be key in guiding your team to a successful year in 2022, as we also work towards a transition plan for your position – which we will be looking to you for your help with. You have had a very big and lasting positive impact on the company, customers and colleagues. In your final year with Sure Crop Feeds and Ritchie-Smith Group, we really want to honour what will be almost 40 years with us. While early days, momentum is strong so far this year; this could be a “capstone” year for you as well, which would be awesome to see you “finish strong”!

[30] After Mr. Pringle read this letter, he replied asking Mr. Dieleman to reconsider the portion of the bonus attributed to Mr. Pringle’s oversight of MBP. Notably, Mr. Pringle did not raise any concerns about Mr. Dieleman referring to this as his final year.

[31] In direct examination, Mr. Pringle testified that he understood “finish strong” to mean maintaining profitability in challenging times and for the businesses to finish strong in 2022. In cross-examination, Mr. Pringle initially would not agree that this February letter made clear that Mr. Dieleman understood that 2022 was going to be Mr. Pringle’s last year, because, as he explained, others were allowed to extend retirement beyond the originally agreed date. For example, one employee came to Mr. Pringle to request an extension to his retirement date, and in that case the employer agreed to the request. Mr. Pringle acknowledged that he had no first-hand knowledge of other employees being allowed to change their retirement date.

[32] Ultimately, under further cross-examination, Mr. Pringle acknowledged that the February 9 letter clearly indicated that Mr. Dieleman believed 2022 would be Mr. Pringle’s final year. Mr. Pringle also agreed that when he received this letter, he did nothing to correct Mr. Dieleman’s belief by telling him, for example, that January 31, 2023 was not a firm date.

[33] In his May 2022 General Manager’s report, under the heading Human Resources, Mr. Dieleman wrote, “succession for Dave Pringle; conversations with

Dean [Hampton] – likely move Mat Jeffries [sic] to sales manager position.” In August 2022, Mr. Dieleman told Mr. Jefferies that he could not give him any definite timelines for changes in his role, but there would be opportunities over the next few years.

[34] On August 17, 2022, Mr. Dieleman emailed Mr. Pringle asking if the two of them could meet to review his salary and to discuss “retirement planning – date and what you’d like this to look like.” Through an exchange of emails, Mr. Dieleman and Mr. Pringle agreed to meet again in Merritt on August 22 at 10am for some “one-on-one time” to “catch-up.”

[35] In Mr. Pringle’s mind this email further confirmed that a retirement date had not been finalized, and that things remained flexible. He believed that at this meeting they would be discussing a retirement date and succession planning.

[36] According to Mr. Dieleman, it was a long meeting: they discussed general business issues, including the psychological assessment of Mr. Jefferies leadership potential. At some point, Mr. Pringle asked to change his retirement date by a few months, from the end of January to the end of April 2023. Because of a month of accrued vacation time, Mr. Dieleman suggested a retirement date of March 31, 2023, which Mr. Pringle readily accepted. Mr. Pringle did not say much about his reasons for wanting to change the retirement date, but Mr. Dieleman thought the change was reasonable nonetheless.

[37] Mr. Dieleman described the meeting as casual and Mr. Pringle’s demeanour during the meeting as typical: Mr. Pringle was cool, calm, collected, and cordial. Mr. Pringle did not react when Mr. Dieleman suggested March 31, other than agreeing to that date. Mr. Pringle did not push back at all.

[38] Mr. Pringle testified that the meeting was at the Home Restaurant in Merritt. Similar to Mr. Dieleman, Mr. Pringle could not recall what was discussed in any great detail, but generally their meetings covered many aspects of the businesses. His expectation going into the meeting was that it would be consistent with the tone of

Mr. Dieleman's email in September 2021, where Mr. Dieleman had said that he hoped Mr. Pringle would stay and there was no pressure on him to set a date to retire. Mr. Pringle testified that he still felt, almost a year after his retirement date of January 31, 2023, had been announced at the management retreat, that there was no pressure on him to come to a firm date for retirement. He testified that he saw the January 31 date as a "potential date, as opposed to a fixed date."

[39] Mr. Pringle testified that the meeting did not meet his expectations because there now seemed like there was some urgency to setting a retirement date. He was nervous about the direction the meeting was taking, and so when he was pressed by Mr. Dieleman to say whether he was prepared to retire January 31, 2023, he simply asked for a few months to buy himself more time to consider what to do next and review his financial situation. Mr. Pringle said he was not comfortable pushing back because Mr. Dieleman was his boss; he also said that he felt ashamed about his financial position.

[40] Mr. Pringle testified that it was Mr. Dieleman that decided on March 31, 2023. When asked if he agreed to that date, Mr. Pringle said: "I don't believe I did, I was pretty quiet." In cross-examination, initially Mr. Pringle said that he was in an emotional state and could not say whether he agreed to the date or not; he thinks he clammed up and did not say too much. However, at his examination for discovery, Mr. Pringle stated that March 31 was the date that Mr. Dieleman proposed, and that he agreed to it. However, further on in the cross-examination, Mr. Pringle said he was under duress, and felt under pressure when he agreed to the March 31 date. Mr. Pringle agreed that he was not trying to be dishonest with Mr. Dieleman. He was not just trying to get a few extra months, but rather was hoping to be able to extend his employment beyond March 31, which he thought was a strong option based on the experiences of others.

[41] Mr. Pringle said he thought it was his decision about when he would retire and that he hoped that there would be a discussion with Mr. Dieleman and ownership about that.

[42] Mr. Pringle said that after this meeting he went back to work to try and collect his thoughts. He did not contact his financial advisor until September or October 2022, because he was busy at work. Ultimately, his financial adviser told him to keep working.

[43] In his September 2022 GM report, Mr. Dieleman confirms that “Mr. Pringle set to retire March 31, 2023,” and that the focus for the next quarter will include succession planning for Mr. Pringle. Mr. Dieleman also confirms in this report that no promises had been made to Mr. Jefferies about what new role will be available to him or when.

[44] On October 13, 2022, Mr. Dieleman wrote to Mr. Pringle and Mr. Hampton expressing his intention to visit SCF for management meetings on October 19 and 20. On October 14, Mr. Pringle wrote that he was looking forward to seeing them next week and suggested they bring their golf clubs. Mr. Pringle testified that he could not recall meeting Mr. Dieleman or having any discussions on October 19 or 20, 2022, about his retirement. In fact, he could not recall any discussions about his retirement since the meeting in Merritt on August 22, 2022.

[45] In cross-examination, Mr. Pringle accepted that there was some discussion about his retirement because Mr. Dieleman had given him a brochure about a cruise, which he understood to be a retirement gift. In fact, on October 20, Mr. Dieleman emailed Mr. Pringle an attachment about a Burgundy and Provence river cruise. Mr. Pringle testified he did not have a good recollection about receiving this email, although he recalled that he found it confusing because he had not confirmed a retirement date. Mr. Pringle did acknowledge that Mr. Dieleman gave him the brochure in the context of it being a retirement gift, but he did not tell Mr. Dieleman or Mr. Hampton that he was not going to retire.

[46] On October 26, 2022, Mr. Pringle emailed Mr. Dieleman with the subject-line “Retirement”:

Hi Dave,

I have been giving my retirement date serious consideration and along with the guidance of my financial adviser, I have come to the difficult conclusion that I need to delay my date by another year or more. Needless to say, with the financial uncertainty in the economy today, my retirement portfolio is not where it needs to be to provide the confidence and funds necessary to retire in this most challenging and inflationary environment.

I apologize for this situation, but I trust that you will understand my dilemma as I certainly did not take this decision lightly. I know that I am not the first in the company to extend a retirement date and I did not intend to be one of them, but I was truly not anticipating or expecting the significance that this volatile economy would have on interest rates, returns and more importantly the true cost of living. Having said that, after 39 years with the company, I continue to enjoy working and building relations with all our teams, suppliers and customers and I look forward to contributing further and bringing to the RS group of companies.

As always, I look forward to your comments.

Sincere regards,

Dave Pringle

[47] On November 1, Mr. Dieleman wrote to Mr. Pringle encouraging him to stay with the original plans because since his retirement was announced at the management retreat in Osoyoos, he has been preparing to replace Mr. Pringle at SCF and at MBP, and “turning back on the clock will end up being quite disruptive to the team moving forward.”

[48] A few days later, Mr. Pringle wrote back and apologized for making things difficult for Mr. Dieleman. He reiterated that his financial security was not where it should be heading into retirement and expressed that he was “truly somewhat embarrassed/ashamed to be in this position.”

[49] Mr. Pringle testified he did not think that Ritchie-Smith considered there was any agreement or plan for his retirement because there were no written communications confirming retirement dates, or any succession planning that he thought would be necessary. He believed that after the August meeting, the status of discussions with the company was that they wanted to move in a more certain

direction, from what was a potential retirement date, to what would become a target date. However, he also acknowledged in cross-examination that he had agreed to the March 31, 2023, retirement date.

[50] Mr. Pringle testified that he sent the October 26, 2022 email because he wanted to get something in writing and have a template for further discussions going forward. Based on previous experience with others changing their retirement dates, he expected that the company would show him flexibility.

[51] In the November 2022 General Manager's report, Mr. Dieleman wrote: "Mr. Pringle set to retire March 31, 2023 after 39.5 years – *or is he ??*" In another part of the report he wrote: "Dave no longer wants to retire, would like to stay on another year or two. I have encouraged him to stick with the plan and have indicated we are moving forward with the plan. It's a financially motivated decision for him."

[52] Mr. Pringle and Mr. Dieleman, along with Kiran Sandhu, Chief Financial Officer for Ritchie-Smith Feeds, met on November 15, 2022, to discuss Mr. Pringle's retirement. Mr. Pringle testified that he remembered this meeting fairly well. Both Mr. Dieleman and Kiran Sandhu wanted Mr. Pringle to continue with his retirement, and for the plans for Mr. Jefferies and Mr. Colquhoun to take over his responsibilities to continue. They also discussed Kiran Sandhu taking steps to remove him from the partnership agreement on March 31, 2023.

[53] An email exchange between Mr. Dieleman and Mr. Pringle on November 30, 2022, confirms that part of what was discussed at the November 15 meeting was the transition from Mr. Pringle to Mr. Colquhoun of oversight responsibilities for MBP, beginning on December 1 and completing by January 1, 2023.

[54] On January 6, 2023, Mr. Dieleman and Mr. Pringle made plans to meet for breakfast on January 13, 2023, in Salmon Arm. They discussed general work issues and then narrowed the discussion down to the fact that Mr. Dieleman was going to meet with Mr. Hampton and Mr. Jefferies over lunch to put an offer letter to Mr. Jefferies for Mr. Pringle's role as senior sales manager. Mr. Pringle took this to mean

that things were moving in the direction the company wanted. Mr. Pringle recalls pushing back by reminding Mr. Dieleman that Mr. Jefferies had not received any exposure or training on the beef side of the business. Because the beef season commenced in August, Mr. Pringle believed that he could delay his retirement to allow him to train Mr. Jefferies. Mr. Dieleman, however, said he thought that Mr. Jefferies was a smart guy and that he would figure it out.

[55] Mr. Pringle and Mr. Dieleman met again on January 17 to discuss the, as Mr. Pringle called it, “retirement piece.” Mr. Pringle testified that his clear recollection was that Mr. Dieleman said that he would be able to continue to work. He described it as an emotional time because he was not expecting to be able to do that. He recalled being gobsmacked and pleased because the financial pressure was taken off. He said what he heard overwhelmed him, but what he understood was that his retirement date was possibly being reviewed or changed.

[56] The next morning, Mr. Pringle emailed Mr. Dieleman to ask for a follow up to their meeting in writing to ensure that there were no misunderstandings going forward. On January 23, 2023, Mr. Dieleman emailed Mr. Pringle a summary of what was discussed at the meeting on January 17, and in a phone call on January 18.

[57] There followed a series of emails in which Mr. Dieleman and Mr. Pringle set out their respective positions about discussions over the previous years about Mr. Pringle’s retirement date. These emails culminated in Mr. Pringle making an offer to Mr. Dieleman that he would retire on March 31, 2023 if the company would pay him six months salary in lieu of notice. Mr. Dieleman did not accept this offer. On February 9, 2023, Mr. Dieleman wrote to Mr. Pringle to confirm that “his employment will conclude on March 31, 2023, consistent with your retirement date.”

ANALYSIS

LEGAL CHARACTER OF RETIREMENT

[58] Because the relationship between an employer and employee is contractual, an action for wrongful dismissal is a claim that the employer breached the contract.

Contracts of employment, as in this case, are often not in writing. They are frequently of indefinite duration, and are often modified, for example, by changes in remuneration or promotions.

[59] Because of the importance of employment to an employee's overall well-being and the power imbalance that exists between an employer and an employee, employment contracts contain important implied terms, most notably that an employer owes an employee obligations of good faith and fair dealings when terminating employment.

[60] Retirement is essentially a decision made by the employee to terminate or repudiate the contract of employment, usually on some future specified date. From a legal perspective, retirement is the same as a resignation, albeit that the reasons for each are different. Because resignations can occur in the heat of the moment, an employer, when faced with a resignation, might be expected to wait a while or make further inquiries before accepting the offer of resignation. Retirements are not usually the product of an impulsive decision.

[61] As discussed in *Conway v. Griff Building Supplies Ltd.*, 2020 BCSC 1899 at paras. 45-47 [*Conway*], a contract of employment for an indefinite term may be terminated in one of three ways:

- a) By either party giving reasonable notice of an intention to end the contract of employment. If an employee advises the employer that they intend to retire in six months, for example, the contract will end by reasonable notice and there will be no breach of contract.
- b) The parties may negotiate an amendment to the employment contract allowing termination on less than reasonable notice, or even no notice at all. Because the contract is terminated upon the parties agreement, there will be no breach of contract.
- c) Finally, one or other party may indicate a refusal to continue to be bound by the employment contract, bringing the contract, and the employment

relationship to an end. The other party is then entitled to sue for damages for breach of contract. The firing of an employee without notice, so called wrongful dismissal, is an example of this kind of termination.

[62] In this case, the plaintiff alleges he was wrongfully dismissed because the employer terminated his contract of employment without reasonable notice. Contrastingly, the defendants say that the employment contract was terminated by the employee giving reasonable notice of his retirement; or it was terminated by the parties negotiating an amendment to the employment contract permitting the employee to terminate the employment on an agreed date.

[63] In *Beggs v. Westport Foods Ltd.*, 2011 BCCA 76 [*Beggs*], the Court of Appeal sets out the tests to be met to establish either a dismissal or a resignation:

[36] It is common ground that both a dismissal by an employer and a voluntary resignation by an employee require a clear and unequivocal act by the party seeking to end the employment relationship. There is a distinction, however, in the tests to be met in order to establish each of these methods for ending the employment relationship. A finding of dismissal must be based on an objective test: whether the acts of the employer, objectively viewed, amount to a dismissal. A finding of resignation requires the application of both a subjective and objective test: whether the employee intended to resign and whether the employee's words and acts, objectively viewed, support a finding that she resigned.

[37] David Harris summarizes the distinction between the two methods in his text *Wrongful Dismissal*, loose-leaf (consulted on 13 January 2011), (Toronto: Thompson Canada Ltd. 1989) at pages 3-4, 3-5 and 3-9:

§3.0 Dismissal

Summary: Dismissal is a matter of substance, not form. It is effective when it leaves no reasonable doubt in the mind of the employee that his or her employment has already come to an end or will end on a set date

...

The crucial factor in assessing the effectiveness of a dismissal is the clarity with which it was communicated to the employee. Mr. Justice Macfarlane of the British Columbia Court of Appeal stated the law in this regard as follows in *Kalaman v. Singer Valve Co.* (1997), 31 C.C.E.L. (2d) 1, 93 B.C.A.C. 93, 151 W.A.C. 93, 38 B.C.L.R. (3d) 331, [1998] 2 W.W.R. 112, 97 C.L.L.C. 210-017, 1997 Carswell BC 1459, [1997] B.C.J. No. 1393:

A notice must be specific and unequivocal such that a reasonable person will be led to the clear understanding that

his or her employment is at an end at some date certain in the future. Whether a purported notice is specific and unequivocal is a matter to be determined on an objective basis in all the circumstances of each case. (p. 11 [C.C.E.L.]; emphasis added)

...

§3.0A Dismissal versus Voluntary Resignation

Summary: The test for voluntary resignation (as opposed to dismissal) is objective, focusing on the perceptions of a “reasonable employer” of the intentions of the employee based on what the employee actually says or does or, in some cases, on what he or she fails to say or do. Among the relevant circumstances are the employee’s state of mind, any ambiguities in relation to the conduct which is alleged to constitute “resignation” and, to a certain degree, the employee’s timely retraction, or attempted retraction, of his or her “resignation.”

[Emphasis in the original.]

[64] Generally speaking, analysis of the making or amendment of a contract must be approached objectively. Therefore, the conclusion in *Beggs*, that the employee’s subjective state of mind must be considered in determining whether the employee resigned, is not without some controversy.

[65] For example, in *Conway* at para. 62, Justice Gomery held that *Beggs* was not authority for the proposition that an employee’s state of mind is relevant to determining whether or not he agreed to resign.

[66] By contrast, in *Zoehner v. Algo Communication Products Ltd.*, 2023 BCSC 224, Justice Verhoeven emphasized the importance of the subjective arm of the test in determining whether an employee resigned:

[56] In the case of employee resignation, there must be a clear statement of an intention to resign, or conduct from which that intention would clearly appear: *Pereira BCSC*, paras. 28 to 32; *Price v. 481530 B.C. Ltd.*, 2016 BCSC 1940, at para. 144. The employee must also subjectively intend to resign. In other words, the resignation must in fact be voluntary.

...

[58] Thus, voluntary resignation requires that the court find both that the employee subjectively intended to resign, and that, objectively viewed, his or her words and conduct support that conclusion. See also, applying *Beggs*: *Avalon Ford Sales (1996) Ltd. v. Evans*, 2017 NLCA 9, at paras. 23–24; *Carroll*, at para. 25.

[59] In the text *Employment Law in Canada*, by Geoffrey England, Peter Barnacle, and Innis M. Christie, 4th ed., vol. 2, loose-leaf, (Markham: LexisNexis, 2005), the authors emphasize the importance of the subjective limb of the test, in the case of resignation:

13.13 The importance of having an objective as well as a subjective requirement is shown in the situation where an employee leaves the job following an emotional confrontation with the employer.

...

13.16 The importance of the subjective limb is also revealed in the situation where the employer presents the employee with the ultimatum of “resign or be fired”. Objectively speaking, it may appear that the employee intends to quit when he or she resigns when faced with such a choice, but the subjective component ensures that a resignation cannot be foisted on an employee against his or her free will—only if the employee genuinely and without duress intends to terminate the contract will a quit be established.

[67] I note that *Pereira*, cited by Justice Verhoeven, was a case about abandonment of the contract of employment rather than resignation; however, the test for each is similar. The Court of Appeal emphasized in that case that the test for whether an employee had abandoned his or her employment is whether, viewing the circumstances objectively, a reasonable person would have understood from the employee’s words and actions, that he or she had abandoned their employment contract: *Pereira v. The Business Depot Ltd.*, 2011 BCCA 361 at para. 47.

[68] Likewise, in *Danroth v. Farrow Holdings Ltd.*, 2005 BCCA 593 at para. 8, the Court of Appeal applied an exclusively objective test in determining that the appellant had not resigned:

To be effective, a resignation must be clear and unequivocal. There must be a clear statement of an intention to resign, or conduct from which that intention would clearly appear: *Kieran v. Ingram*, [2004] O.J. No. 632 (Ont. C.A.) and *Skidd v. Canada Post Corp* (1993), 47 C.C.E.L. 169 (Ont. Gen.Div.), aff’d [1997] O.J. No. 712 (C.A.).

[69] Any conflict in the authorities can be reconciled, as suggested by Justice Gomery in *Conway* at para. 63, by limiting the analysis of the employee’s state of mind to that which would have been apparent to a reasonable person in the position of the employer. This is essentially the test that was applied by the Court of Appeal

in *Danroth*, when they held that a “reasonable person could not have concluded on those facts that the plaintiff had the requisite intent to resign”: at para. 9.

[70] While the employee’s state of mind is not irrelevant, how could it be given that I must determine whether the employee voluntarily resigned, I must assess the evidence of that state of mind from the perspective of the reasonable person, in other words, objectively.

[71] In some circumstances an employee is free to change his mind about plans to retire. For example, if an offer to retire has not been accepted by the employer, or the employer has not relied on the employee’s expressions of an intent to retire to their detriment, the employee is free to change their mind. This is made clear in *Kerr v. Valley Volkswagen*, 2015 NSCA 7, where the Court held:

[12] With respect, the appellant’s statement of the law is wrong. His position runs contrary to the basic principles of contract law, which hold that all that is necessary to bring a contract to a close is the communicated acceptance of a valid offer (S.M. Waddams, *The Law of Contracts*, 6th ed. (Aurora: Canada Law Book Ltd., 2010), p. 20). Whether or not a party relied upon an offer to their detriment is only relevant in cases where the offer has *not* been accepted. Once it has been accepted, the contractual bargain (to terminate the employment relationship) has been struck.

...

[16] Similarly, in **Tolman v. Gearmatic Co.**, [1986] B.C.J. No. 481 (C.A.), the British Columbia Court of Appeal allowed the appeal and awarded damages for constructive dismissal after finding that the employee had not resigned and had at most merely expressed an intention to resign in the future. Citing the famous old English case where Lord Denning first expressed and endorsed the doctrine of promissory estoppel in **Central London Property Trust v. High Trees House**, [1947] K.B. 130, [1956] 1 All E.R. 256, Hutcheon, J.A. in *obiter* opined:

Unless the employer acted to its detriment on the expressing of intention to resign, the plaintiff remained free to change his mind (¶14).

Whatever might be the implications were such a doctrine applied in the context of an employment contract, **Tolman** has no application to the facts of this case where a valid offer of resignation was made and accepted.

Discussion:

[72] The plaintiff submits that viewing the circumstances in their full context, any offer to retire was not sufficiently clear and unequivocal that it could have been accepted by the defendants. The plaintiff does not dispute communicating an intention to retire, nor that the parties were discussing a plan for retirement. However, the plaintiff says there was no clear and unequivocal offer by him of a definite notice of retirement that was capable of being accepted by the defendants. The plaintiff says that he did not retire but was wrongfully dismissed by his employer and is entitled to significant damages in lieu of notice.

[73] The defendants submit that Mr. Pringle gave notice of his intention to retire and that his employer accepted that offer of retirement by initially agreeing to a retirement date of January 31, 2023. The date of retirement was renegotiated in August 2022, when the parties agreed that Mr. Pringle would retire on March 31, 2023.

[74] The plaintiff has the burden of proving on a balance of probabilities that he was wrongfully dismissed. In the circumstances of this case, that means that the plaintiff bears the burden of proving he did not retire. The defendants do not have the burden of proving anything. However, if the defendants prove that the plaintiff retired, it would mean he was not wrongfully dismissed.

[75] One of the challenging features of this case is that both Mr. Dieleman and Mr. Pringle had very limited recollections of the meetings in Merritt where Mr. Pringle's retirement was discussed. Consequently, I must review their evidence carefully alongside the numerous documents, including contemporaneous emails, filed as exhibits.

[76] At the October 2021 meeting in Merritt, both Mr. Pringle and Mr. Dieleman agreed that they discussed Mr. Pringle's retirement for between 30 and 60 minutes and agreed that January 31, 2023, was identified as a retirement date. They could recall few other details.

[77] However, the announcement of Mr. Pringle's retirement date by Mr. Dieleman at a management retreat a few days later in Osoyoos, without any objection or comment from Mr. Pringle, confirms that at that Merritt meeting it was Mr. Pringle who expressed a voluntary intention to retire in January 2023, and that Mr. Dieleman accepted that offer.

[78] In arriving at this conclusion, I consider it noteworthy that it was Mr. Pringle who initiated discussions in January 2021 about his retirement plans, apparently mindful of the requirement under the partnership agreement to give two years notice.

[79] Furthermore, the fact that Mr. Dieleman showed little interest in pursuing discussions about Mr. Pringle's retirement until he sent an email to Mr. Pringle in September 2021, requesting to know Mr. Pringle's retirement plans, objectively supports the conclusion that Mr. Pringle was under no pressure in the October meeting and voluntarily offered to resign on January 31, 2023. The subsequent announcement of this date at the management retreat objectively supports the conclusion that Mr. Dieleman accepted Mr. Pringle's offer to resign.

[80] The fact that Mr. Pringle apparently held the belief that January 31, 2023, was a "potential" and not a "hard target" date is not credible. I cannot accept that Mr. Pringle would have sat through the management retreat, either in anticipation of the announcement of his retirement date or after it had been announced, with the whole management team and business owners in attendance, and not tell anyone, most importantly Mr. Dieleman, that he considered January 31 a target date rather than his actual retirement date. The fact that Mr. Pringle did not say anything to anyone either at the retreat, or in the immediate aftermath, questioning the accuracy of the announcement of his retirement, is objectively consistent with his intent to resign.

[81] I am also troubled by Mr. Pringle's evidence given during cross-examination that he could not remember if the date of his retirement was announced; he only assumed it was. After close to 40 years with the company, the announcement of his retirement to the management group and owners, who were a tight-knit group according to Mr. Pringle, would have been a significant and memorable event. Mr.

Pringle himself implicitly acknowledged this when he testified that at this stage in his career the announcement of his retirement “meant a fair bit.”

[82] Mr. Dieleman recalls announcing Mr. Pringle’s retirement date at the first meeting in the afternoon of the first day of the retreat. The timing and content of the announcement is corroborated by Mr. Dieleman’s PowerPoint slides.

[83] I do not accept Mr. Pringle’s evidence that he cannot recall whether the date of his retirement was announced at the retreat.

[84] On February 9, 2022, Mr. Dieleman wrote a letter to Mr. Pringle to provide him with a year-end review and also to announce his bonus for 2021. Mr. Dieleman refers to 2022 as being Mr. Pringle’s “final year” and also encourages him to “finish strong.” I am troubled by Mr. Pringle’s evidence about this letter. Mr. Pringle’s testimony that he understood “finish strong” to mean the businesses finishing 2022 strongly after a good start to the year, after a very challenging 2021, makes no sense when the whole letter is read. It is quite obvious that the words “finish strong” are a reference to this being Mr. Pringle’s final year: Mr. Dieleman is clearly encouraging Mr. Pringle to finish his career strongly.

[85] Additionally, Mr. Pringle’s initial refusal in cross-examination to accept that this letter plainly showed that Mr. Dieleman’s state of mind was that 2022 was going to be Mr. Pringle’s final year was not believable. Mr. Pringle’s obfuscation about the meaning of this letter is simply not credible.

[86] These concerns with Mr. Pringle’s credibility mean that I must take a cautious approach to his evidence about the important August 22, 2022, meeting in Merritt when his retirement date was discussed again.

[87] Mr. Dieleman’s recollection of the August meeting is straightforward: Mr. Pringle asked to change his retirement by a few months, from the end of January to the end of April 2023. Because of a month’s worth of accrued vacation, Mr. Dieleman suggested a retirement date of March 31, 2023, which Mr. Pringle readily

accepted. Mr. Dieleman described Mr. Pringle’s demeanour during the meeting as typical: cool, calm, collected, and cordial.

[88] Mr. Pringle’s evidence was less straightforward. He could not recall what was discussed in any great detail, but could recall that he was hopeful going into the meeting that the tone would be similar to Mr. Dieleman’s email in September 2021, and there would be no pressure on him to set a date to retire. I do not accept this evidence, because quite clearly a retirement date had been set in October 2021 and announced at the management retreat.

[89] I also do not accept that Mr. Pringle felt pressured by Mr. Dieleman to accept March 31 as his retirement date or that he was not comfortable pushing back because Mr. Dieleman was his boss. It is noteworthy that immediately after receiving the February 9, 2022 letter setting out his bonus and referring to 2022 being his “final year,” Mr. Pringle did push back and asked Mr. Dieleman to reconsider the portion of his bonus attributable to his oversight of MBP. He also pushed back in a January 2023 meeting with Mr. Dieleman by reminding him that Mr. Jefferies had no experience with the beef side of the business.

[90] Even more troubling is Mr. Pringle’s evidence that he did not believe he agreed to the March 31 date because he was quiet and in an emotional state, and he thinks he clammed up. During his discovery he stated:

We probably didn’t discuss the retirement piece until the afternoon, and what I recall is the January 31st date coming up, and then I was trying to extend the date at least another couple of months to April, and then Dave Dieleman suggested March 31st, and that’s the date we landed on.

[91] During the trial he adopted this evidence as being true. There is no mention of Mr. Pringle feeling pressured to agree to the date or otherwise being in an emotional state.

[92] It also makes no sense that if Mr. Pringle believed no retirement date had been previously set, or that his retirement date was flexible as he repeatedly stressed during his evidence, that he would feel nervous about asking for an

extension to his retirement date. In addition, a person asks for an extension when they want to adjust or change a previously set date. If, as Mr. Pringle has described it, he believed his retirement date was flexible, I do not understand why he would describe what happened at the August meeting as “trying to extend the date another couple of months.” If no retirement date had previously been set, Mr. Pringle would not be trying to extend a date, he would simply be telling Mr. Dieleman when he wanted to retire.

[93] In addition, Mr. Pringle had worked at Ritchie-Smith companies for nearly 40 years; Mr. Pringle and Mr. Dieleman had known each other for over 20 years. Mr. Pringle telling Mr. Dieleman that he was “looking forward to catching up” with him shows a level of familiarity and comfort that belies Mr. Pringle being nervous during any meeting with Mr. Dieleman.

[94] I also had the benefit of observing Mr. Dieleman and Mr. Pringle testify. They struck me as having very similar dispositions: they were measured in tone and affect during their testimony. While demeanour should only ever be a small part of the analysis, particularly as it relates to assessing credibility, there was nothing in my observations of Mr. Pringle and Mr. Dieleman that would lead me to conclude that Mr. Pringle would have any reason to feel nervous discussing his retirement plans with Mr. Dieleman.

[95] Ultimately, Mr. Pringle’s evidence at his discovery, which I reiterate was adopted by him during his cross-examination as being true, corroborates Mr. Dieleman’s evidence.

[96] I find that during the August 22, 2022 meeting, Mr. Pringle asked to change his retirement date by a few months. Mr. Dieleman suggested March 31, 2023. Mr. Pringle, feeling under no pressure whatsoever, voluntarily accepted this date. Looking at the matter objectively, I conclude that Mr. Pringle clearly and unequivocally intended to resign March 31, 2023. He made an unequivocal and voluntary offer to retire on March 31, 2023, and the defendants accepted that offer.

[97] The cogency of this conclusion is confirmed by Mr. Pringle’s own words in his email to Mr. Dieleman on October 26, 2022, where he states, “I have been giving **my** date serious consideration ... I have come to the difficult conclusion that I need to delay **my** date by another year or more” [emphasis added]. There is no mention of feeling forced, coerced, or pressured into reluctantly agreeing to the March 31, 2023, date. To the contrary, Mr. Pringle is acknowledging that March 31 is his date.

[98] This email is clear evidence that, but for unanticipated economic factors, Mr. Pringle intended to retire on March 31, 2023. Mr. Pringle explicitly states that he never intended to be one of those people that asked to change their retirement dates. By saying that he never intended to ask to change the date, Mr. Pringle is implicitly acknowledging that he did not consider the March 31 date as a potential, tentative, or flexible date, as he repeatedly asserted in his testimony. It is clear he intended to resign on March 31, 2023.

[99] I do not accept that subsequent communications by Mr. Dieleman undermine the conclusion that the offer to retire had been accepted by the defendants. For example, the statement “Dave Pringle set to retire March 31, 2023 after 39.5 years – *or is he??*” in the November 2022 General Manager’s Report is, as Mr. Dieleman testified, a reference to the fact that Mr. Pringle was attempting to negotiate a new retirement date, and not an indication that there was any question about the agreed date. This is confirmed later in the report where Mr. Dieleman writes: “Dave no longer wants to retire, would like to stay on another year or two. I have encouraged him to stick with the plan and have indicated we are moving forward with the plan.”

[100] In addition, I do not accept that Mr. Pringle’s knowledge, both direct and indirect, that other employees had been permitted to change their retirement dates, changes the character of what happened at the August 22, 2022 meeting in Merritt. Mr. Pringle was not an unsophisticated employee. He had been employed in one capacity or another at Ritchie-Smith companies for almost 40 years. He acknowledged that he owed a duty to his employer to be honest, which could include speaking up to avoid any confusion. It is simply not credible that during discussions

with Mr. Dieleman about a retirement date, he would harbor the belief that any dates discussed were, as he now says, potential or tentative dates, without clarifying that with Mr. Dieleman.

[101] Furthermore, I do not accept that any “gaps” in the transition plan to replace Mr. Pringle shows that the defendants had not accepted Mr. Pringle’s offer to resign. Mr. Dieleman’s evidence, which I accept, and the evidence of Mr. Jefferies and Mr. Colquhoun, which I also accept, clearly indicates that quite soon after the August 22 meeting, steps were taken to ensure that Mr. Pringle could be replaced at the end of March 2023. For example, on August 24, 2022, Mr. Dieleman emailed Mr. Pringle and Mr. Colquhoun, the person identified as Mr. Pringle’s successor at MBP, to thank them for getting the MBP team together. In his September 2022 General Manager’s Report, Mr. Dieleman indicated that “discussions with Mat [Jefferies] to take place later this month with respect to Dave’s retirement, and Mat taking on a sales leadership role at SCF [Sure Crop Feeds]”. The focus for human resources over the next quarter was going to be “succession for Dave Pringle.”

[102] I am satisfied that the evidence of transition planning to replace Mr. Pringle is consistent with the conclusion that in August 2022, Mr. Dieleman accepted Mr. Pringle’s offer to retire, and they mutually agreed the date of retirement would be changed from January 31 to March 31, 2023.

CONCLUSION:

[103] Having considered all the evidence and exhibits, and reviewed the cases cited by the parties, I am satisfied that viewing the matter objectively, from the perspective of a reasonable person, during the meeting on August 22, 2022, Mr. Pringle communicated a voluntary, clear, and unequivocal offer of an intention to retire on March 31, 2023, and that offer was accepted by Mr. Dieleman on behalf of the defendants.

[104] Given this conclusion, I do not need to consider the defendant’s alternative position that they detrimentally relied on Mr. Pringle’s representations about his retirement date.

[105] Having concluded that Mr. Pringle voluntarily retired on March 31, 2023, the plaintiff's claim that he is entitled to damages for being wrongfully terminated from his employment is dismissed.

DISPOSITION

[106] For these reasons, Mr. Pringle's action must be dismissed, with costs.

“The Honourable Justice Fowler”