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IN THE TERRITORIAL COURT OF THE NORTHWEST TERRITORIES

IN THE MATTER OF:

S. MONTEITH

Plaintiff

- and -

PREFERRED DOMESTICS OF CANADA

Defendant

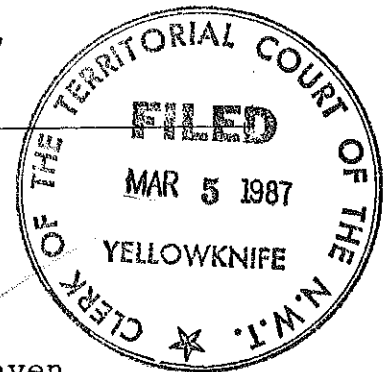
Heard at Inuvik, N.W.T.

Reasons Filed: March 5, 1987

REASONS FOR JUDGMENT

of

His Honour Chief Judge J. R. Slaven



APPEARANCES:

Mrs. S. Monteith

Appeared on Her Own Behalf

IN THE TERRITORIAL COURT OF THE NORTHWEST TERRITORIES

IN THE MATTER OF:

S. MONTEITH

Plaintiff

- and -

PREFERRED DOMESTICS OF CANADA

Defendant

REASONS FOR JUDGMENT

The Plaintiff, Mrs. Monteith, lives in Inuvik with her husband and three children. Patrice M. Levin is the Owner and Agent of Preferred Domestic of Canada Inc. doing business in Edmonton. Preferred Domestic is in the business of supplying domestics, usually from the <sup>Philippines,</sup> ~~Philippines,~~ for employment in Canada.

Mrs. Monteith first contacted Preferred Domestic as a result of seeing its newspaper advertisement, to assist in bringing Elizabeth Garcia, who was known to Mrs. Monteith, from Singapore. For various reasons this could not be done at the time and it was agreed that Mrs. Monteith would avail herself of Preferred Domestic's usual services, i.e. that

Preferred Domestic's would provide a domestic on the usual terms to be employed by Mrs. Monteith until Elizabeth Garcia arrived in Inuvik. This was anticipated to be in the spring of 1986. In fact, Ms. Garcia arrived in Inuvik on July 20, 1986.

Mrs. Monteith was then provided with the Resumes of several prospective employees. She chose one named Gilma Mariano who commenced working for Mrs. Monteith on September 18, 1985. As it had been agreed, Mrs. Monteith paid a \$600 placement fee to Preferred Domestic's and Ms. Mariano airfare from Edmonton to Inuvik in the amount of \$391.50.

Ms. Mariano remained in Mrs. Monteith's employ for a period of about seven weeks, from September 16 to November 6, 1985. Apparently Mrs. Monteith was not satisfied with Ms. Mariano, and Ms. Mariano was not pleased with her working conditions. Apparently by mutual agreement Ms. Mariano left Mrs. Monteith's employ, and on request Preferred Domestic's provided Mrs. Monteith with Resumes of two more prospective employees. Mrs. Monteith, in her letter dated December 20, 1985, to Ms. Levin states that for several reasons she did not wish to employ either and that, in fact, that we "have come to the conclusion that bringing another Phillipina into the North would not be to our benefit". Mrs. Monteith made

no request or demand on Preferred Domestic for the return of any of the monies paid by her until after Ms. Garcia had arrived in Inuvik the following year and until, in fact, a year had expired from the time of their original agreement.

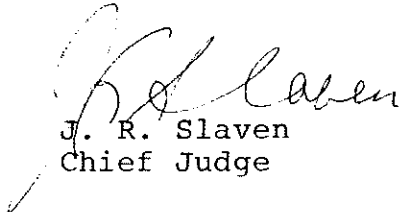
After Mrs. Monteith's Statement of Claim was served on the Defendant, Ms. Levin wrote to Mrs. Monteith by letter dated September 26, 1986. That letter states inter alia that we "are still quite willing to supply you with another candidate should you elect to use your one year guarantee". I accept as fact that this was the position taken and continued by Preferred Domestic after Ms. Mariano left Mrs. Monteith's employ.

The contract (a standard Preferred Domestic form) provides inter alia that "Preferred Domestic of Canada Inc. offers a twelve month guarantee whereby if an employee terminates the contract for whatever reason, the employee will be replaced as quickly as possible at no additional charge during the twelve month period".

I find that the Defendant was ready, willing and able to provide a replacement for Ms. Mariano; that Mrs. Monteith's letter of December 20, 1985, in fact, terminates the contract between the Plaintiff and the Defendant; and that the Defendant has fulfilled its obligations to the Plaintiff.

Accordingly, the Plaintiff's claim against the Defendant is dismissed.

The Defendant did not appear at trial, and considering that and other circumstances, there will be no costs.

  
J. R. Slaven  
Chief Judge