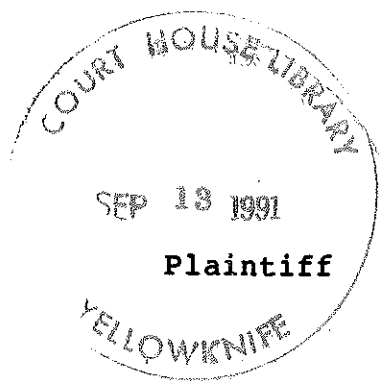


IN THE TERRITORIAL COURT OF THE NORTHWEST TERRITORIES

B E T W E E N:

TRICOM COMMUNICATIONS LTD.



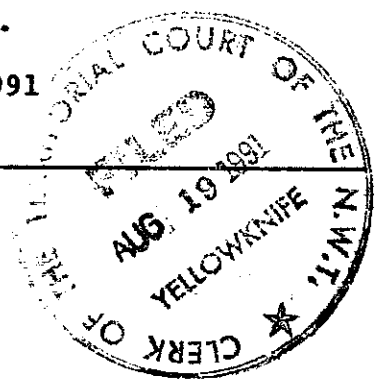
- and -

JOSEPH E. ROBBILLARD and
NEW YORK, NEW YORKER

Defendants

Heard at Yellowknife, N.W.T.

Reasons filed: August 19, 1991



REASONS FOR JUDGMENT

of

His Honour Judge T.B. Davis

Counsel for the Plaintiff: Represented by Robert Brooks and
Margaret Morley

Counsel for the Defendants: Defendant Joseph Robbillard
appeared in person

IN THE TERRITORIAL COURT OF THE NORTHWEST TERRITORIES

B E T W E E N:

TRICOM COMMUNICATIONS LTD.

Plaintiff

- and -

JOSEPH E. ROBILLARD and
NEW YORK, NEW YORKER

Defendants

REASONS FOR JUDGMENT

Joseph E. Robillard, operating a restaurant service under the name New York, New Yorker, had contracted with the Plaintiff to run a full page ad in a weekly publication for a period of eight (8) weeks in 1990.

When the Defendant ran into financial problems, he discussed methods of cost saving with his advisor, Donald Portz, and also discussed the cancellation of the weekly ads after three (3) weeks of publication.

The Plaintiff indicated that cancellation would result in the Defendants being responsible for the full daily charge for the ads that had been run and the ad that was currently in process. The manager of the Plaintiff company gave evidence that he was awaiting the final decision of the Defendants on whether or not the contract was to be cancelled.

Mr. Portz acknowledges discussions with the parties and was under the impression that the parties had agreed on a method of cancelling the contract, based on his advice to the Defendant.

Joseph E. Robillard, the Defendant, gave evidence that Don Portz had, on his behalf, cancelled the contract.

There is no evidence before the Court that there was a cancellation of the contract.

The Plaintiff fulfilled its obligation to publish the ad on the terms of the contract and is therefore entitled to costs and disbursements of \$60.00 in addition to its claim.



JUDGE T.B. DAVIS

