

**GOOD NEWS**  
FOR THE  
**HEARING IMPAIRED**  
Ontario Ministry of Health  
Grant Now Available  
**Paul Dunlop**  
Hearing Aid  
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ANNIVERSARY AND MOTHER'S DAY  
MAY 12TH  
AT THE POST AND BEAM  
STIRLING LODGE NEWBORO**  
complimentary Seafood Appetiser for each table  
\$13.95 for the complete Meal

**MENU**  
Homemade Soup  
Home Baked Bread  
Roast Tom Turkey with Stuffing and Cranberry Sauce  
Roast of Beef with Horseradish Sauce  
Chicken Cordon Bleu  
Sole Stuffed with Garlic Shrimp  
Potato, Rice or French Fries and Vegetable  
Choice from our delicious dessert table  
Coffee or Tea  
Children under 10 years old 1/2 price  
Seatings : 12 to 1.30 and 5.30 to 7  
Fully Licensed with Wine and Draft Beers  
**Please Call For Reservations**  
272-2435

**QUIGLEY, ROSS & CLIFFEN**

**Suing for  
Breach of  
Holiday  
Contract**


Your bags are packed, the reservations are made, you have your traveller cheques, you have the brochures promising sand, warmth and sun. You're all set! But what if things don't match the brochure?

The recent case of *Snucins v. Conquest Tours et al* provides interesting reading. The plaintiffs signed up for a package to the Dominican Republic through travel agents. However, when they arrived, the hotel was still being built, there was no hot water, no telephone, some rooms were not completely furnished and the swimming pool was not the cleanest. You get the idea. The plaintiffs were not impressed and sued the travel company and the travel agents when they returned to Canada for breach of contract and negligence on the part of the travel agents.

The travel people relied on a disclaimer clause in small print in the back of the brochure.

Result? The disappointed travellers won! The court held that the disclaimer clause did not cover a situation involving a fundamental breach of contract and also the clause was ambiguous. Disclaimer clauses will be construed against the person relying on the clause.

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\* Proposed GST Excluded. Period Covered October 1, 1990 to May 31, 1991



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