

Woodbridge Finance Corporation

INFORMATION MEMORANDUM

Short Term Promissory Notes

Rated by Dominion Bond Rating Service Limited: R-1 (middle)

This Information Memorandum is not, and under no circumstances is to be construed as, an offering of these Short Term Promissory Notes for sale in the United States of America or in the territories or possessions thereof, or to any U.S. person.

This Information Memorandum does not in any way obligate Woodbridge Finance Corporation to accept an offer to purchase the Short Term Promissory Notes described herein.

April 8, 1999

WOODBIDGE FINANCE CORPORATION

Short Term Promissory Notes – Information Memorandum

April 8, 1999

- Summary:** The short term promissory notes (the “Notes”) of Woodbridge Finance Corporation (“Woodbridge Finance”) are secured, with respect to the principal amount thereof, by a pledge by The Woodbridge Company Limited (“Woodbridge”) of common shares of The Thomson Corporation (“Thomson”) with a market value not less than an amount equal to 150% of the principal amount of Notes outstanding from time to time. In addition, the difference between the issue price of a Note and the face value thereof is unconditionally guaranteed by Woodbridge.
- Rating:** The Notes have been rated R-1 (middle) by Dominion Bond Rating Service Limited.
- The Issuer:** Woodbridge Finance is a special purpose corporation the object of which is to facilitate the commercial paper program described in this information memorandum.
- Security and Guarantee:** Woodbridge has agreed to pledge from time to time to Montreal Trust Company of Canada (the “Trustee”), as trustee for the benefit of the holders of the Notes, a sufficient number of Thomson common shares so that the market value of the pledged common shares on any date, based on the simple average of their sale prices on The Toronto Stock Exchange at the close of business on the ten consecutive business days immediately preceding such date, will be not less than an amount equal to 150% of the principal amount of the Notes outstanding from time to time. In addition, Woodbridge has unconditionally guaranteed the difference between the issue price of a Note and the face value thereof. The pledge and guarantee are given pursuant to the provisions of a trust indenture made among Woodbridge Finance, Woodbridge and the Trustee.
- Woodbridge:** Woodbridge is a private holding company, the principal asset of which is its shareholdings in Thomson. At April 8, 1999 Woodbridge owned 393,379,976 common shares or 63.73% of the outstanding common shares of Thomson. Kenneth R. Thomson is the indirect beneficial owner of, or exercises control or direction over, the shares of Woodbridge and of certain other Thomson private holding companies. Collectively, Woodbridge and these other Thomson private holding companies own 73.23% of Thomson.
- Thomson:** Thomson is one of the world’s leading information companies, with interests in specialized information worldwide, and in newspaper publishing in North America. Combined sales of continuing businesses in 1998 totalled US\$6.1 billion. Thomson operates mainly in the United States, the United Kingdom and Canada.
- Thomson’s interests are exclusively in the provision of information and operate in five market sectors:
- Legal and regulatory – providing information and software-based solutions to law, tax, accounting, trademark, corporate finance and human resources professionals principally in the United States, the United Kingdom, mainland Europe, Canada, the Asia-Pacific region and Latin America.
 - Financial – providing a comprehensive range of indispensable information and customizable solutions to decision-makers within the global financial community.
 - Reference, scientific and healthcare – providing high-value information and services to researchers and other professionals in specific segments of the healthcare, academic, scientific, business and government marketplaces.

Learning – providing teaching and learning content and solutions to individuals, educational institutions and corporations, primarily in the higher education and career-development marketplaces.

North American newspapers – publishing 55 daily newspapers with a total daily circulation of 1.6 million as well as over 50 non-daily newspapers and more than 300 advertising and specialty publications in both print and electronic formats.

Thomson Share Capital: The authorized capital of Thomson consists of an unlimited number of common shares without par value (“common shares”) and an unlimited number of preference shares, without par value, issuable in series (“Preference Shares”), of which 6,000,000 shares consist of a series designated as Cumulative Redeemable Floating Rate Preference Shares, Series II (“Series II Preference Shares”) and 18,000,000 shares consist of a series designated as Cumulative Redeemable Preference Shares, Series V (“Series V Preference Shares”). At April 8, 1999, 617,289,449 common shares, 6,000,000 Series II Preference Shares and 18,000,000 Series V Preference Shares were outstanding.

Dividends on the common shares of Thomson are declared at the discretion of the directors who have indicated their intention to declare dividends quarterly. Holders of common shares are entitled to one vote for each common share at all meetings of shareholders and to participate rateably, subject to the rights of holders of Preference Shares, in any distribution of the assets of Thomson upon liquidation, dissolution or winding up. The common shares are listed on The Toronto Stock Exchange, the Montreal Exchange and the London Stock Exchange. The Preference Shares are listed on The Toronto Stock Exchange.

Principal Amount: The principal amount of the Notes to be issued from time to time will not exceed the amount determined from time to time by the directors of Woodbridge Finance, which amount is initially limited to \$750 million in Canadian funds or the equivalent thereof in other currencies.

Purpose of Issue: The net proceeds from the sale of the Notes will be advanced to Woodbridge or its affiliates and will be used by Woodbridge or its affiliates for general corporate purposes.

Form of Notes: The Notes will be issued payable to the named payee or in bearer form and will be issued at a discount to mature at the principal amount. Notes may also be issued in “book entry only” form (“Book Entry Notes”) in the name of the Canadian Depository for Securities Limited (“CDS”) or its nominee and registration of ownership and transfer of Notes may be made through the facilities of CDS.

Denominations: The Notes will be issued in multiples of \$1,000 subject to a minimum principal amount of \$100,000 in Canadian currency, \$100,000 in United States currency or the appropriate denominations in other currencies provided that in no event shall the Notes issued in any currency be less than \$100,000 in Canadian currency or the equivalent thereof.

Maturities: Not more than 365 days from the date of issue.

Delivery: Delivery of Notes in certificated form may be arranged on the date of purchase against payment by certified cheque or bank draft.

Payment: Payment of each Note in certificated form at maturity will be made at the offices of the bank, investment dealer or other institution or entity specified on the face of the Note. All payments on Book Entry Notes will be made in accordance with the rules established by CDS.

Liquidity: Woodbridge and Woodbridge Finance maintain committed lines of credit with their bankers, or otherwise have the ability to make funds available, in amounts which, in the opinion of management, are sufficient for the repayment of the Notes.

Eligibility: As outlined and qualified in the opinion of Tory Tory DesLauriers & Binnington, counsel for Woodbridge Finance, which opinion forms part of this information memorandum, the Notes are eligible investments, without resort to the so-called "basket" provisions, or their purchase is not prohibited, in each case subject to general investment provisions and, in certain cases, subject to prudent investment requirements and additional requirements relating to investment or lending policies or goals, under or by the following statutes:

1. *Insurance Companies Act* (Canada)
2. *Trust and Loan Companies Act* (Canada)
3. *Pension Benefits Standards Act, 1985* (Canada)
4. *Loan and Trust Corporations Act* (Ontario)
5. *Insurance Act* (Ontario)
6. *Pension Benefits Act* (Ontario)
7. *an Act respecting insurance* (Québec)
8. *Supplemental Pension Plans Act* (Québec)
9. *an Act respecting trust companies and savings companies* (Québec)
10. *Insurance Act* (Alberta)
11. *Loan and Trust Corporations Act* (Alberta)
12. *Employment Pension Plans Act* (Alberta)
13. *Financial Institutions Act* (British Columbia)

WOODBRIIDGE FINANCE CORPORATION

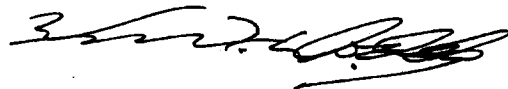
BY-LAW NO. 2

BE IT ENACTED ~~AND IT IS~~ ~~HEREBY~~ ENACTED as a by-law of WOODBRIDGE FINANCE CORPORATION (hereinafter called the "Corporation") as follows:

1. The directors may and they are hereby authorized from time to time to:
 - (a) borrow money upon the credit of the Corporation;
 - (b) limit or increase the amount to be borrowed;
 - (c) issue, reissue, release, sell or pledge bonds, debentures, notes or other securities or debt obligations of the Corporation;
 - (d) issue, sell or pledge such bonds, debentures, notes or other securities or debt obligations for such sums and at such prices as may be deemed expedient; and
 - (e) mortgage, hypothecate, charge, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real and personal, movable and immovable, property of the Corporation, and the undertaking and rights of the Corporation to secure any such bonds, debentures, notes or other securities or debt obligations, or to secure any present or future borrowing, liability or obligation of the Corporation.
2. The directors may from time to time by resolution delegate to any one officer of the Corporation together with any one director of the Corporation all or any of the powers conferred on the directors by paragraph 1 of this by-law to the full extent thereof or such lesser extent as the directors may in any such resolution provide.
3. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Corporation possessed by its directors or officers independently of a borrowing by-law.

The undersigned, William T. Dodds, the Vice-President and Secretary of Woodbridge Finance Corporation, hereby certifies that the foregoing is a true and correct copy of By-law No. 2 of Woodbridge Finance Corporation and that the said by-law has not been amended and is in full force and effect as at the date hereof.

DATED: April 8, 1999



WILLIAM T. DODDS
Vice-President and Secretary

WOODBIDGE FINANCE CORPORATION

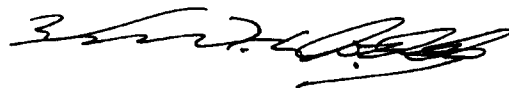
Borrowing Resolution

BE IT RESOLVED THAT:

1. Authority is hereby granted for the Corporation to borrow money for general corporate purposes from time to time by way of the issue and sale of evidences of indebtedness (the "Notes") repayable not more than 365 days from their date of issue provided that such borrowings shall not exceed an aggregate principal amount at any one time outstanding of seven hundred and fifty million dollars (\$750,000,000) in lawful money of Canada or the equivalent thereof at the time of issue in any other currency.
2. The limitation as to aggregate principal amount set forth in paragraph 1 of this resolution is directory only and shall not in any way limit the rights of the holder of any Note issued by the Corporation and executed on its behalf in accordance with the provisions of this resolution.
3. The Corporation is hereby authorized to enter into a trust indenture (the "Trust Deed") to be made among the Corporation, The Woodbridge Company Limited ("Woodbridge") and Montreal Trust Company of Canada (the "Trustee") as trustee for the benefit of the holders of the Notes from time to time. Under the Trust Deed the Notes will be issued by the Corporation. The principal amount of the Notes will be secured by the pledge by Woodbridge to the Trustee of common shares of The Thomson Corporation having an aggregate market value not less than an amount equal to 150% of the principal amount of Notes outstanding from time to time. In addition, Woodbridge will guarantee the amount of the difference between the issue price of a Note and the face value thereof. The Trust Deed shall be in such form and on such terms and conditions as any officer of the Corporation may determine and the execution and delivery of the Trust Deed shall be conclusive evidence of such determination.
4. The Corporation be and it is hereby authorized to appoint the Trustee as the trustee for the holders from time to time of the Notes pursuant to and in accordance with the provisions of the Trust Deed, to retain such investment dealer or dealers or other financial institution or institutions (herein a "dealer") as any director or officer of the Corporation may determine in connection with the issuance, sale, delivery, payment or any other matter whatsoever related to the Notes, and to pay any such dealer such fees as any officer of the Corporation shall determine, and the doing of any of such acts and things by any officer of the Corporation shall be conclusive evidence of such determination.
5. Any director or officer of the Corporation be and is hereby authorized and directed to execute and deliver the Trust Deed on behalf of the Corporation and any two of the officers or directors of the Corporation be and are hereby authorized and empowered on behalf of the Corporation from time to time to execute, either by manual or facsimile signature, and deliver Notes in such form and in such amounts as they may determine. The Notes shall contain such terms and provisions as may be determined by the officers and directors, authorized as aforesaid, signing any Note prior to its delivery, such determination to be conclusively evidenced by their execution thereof; provided that, in the case of facsimile signatures, prior to the issue of a Note in certificated form it shall be countersigned on behalf of the Corporation by a Canadian chartered bank designated by any of the aforesaid officers or directors to countersign the Notes.
6. Any Note executed by the Corporation in accordance with the provisions of this resolution and, in the case of a Note in certificated form, countersigned on behalf of the Corporation as herein provided shall constitute a valid and binding obligation of the Corporation enforceable in accordance with its terms notwithstanding that, at any time after execution or countersignature, any person duly authorized to execute or countersign the same may cease to hold the office or position held by such person at the time such Note was executed or countersigned.
7. The officers and directors aforesaid are hereby authorized and directed to make such determination and to execute and deliver all such documents and take such other action as may be necessary or desirable to give effect to this resolution.

The undersigned, William T. Dodds, the Vice-President and Secretary of Woodbridge Finance Corporation, hereby certifies that the foregoing is a true and correct copy of a resolution passed by the board of directors of Woodbridge Finance Corporation at a meeting duly called and held on March 29, 1999, and that such resolution is in full force and effect at the date hereof, unamended.







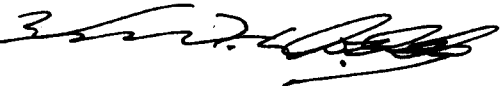

Dated: April 8, 1999



WILLIAM T. DODDS
Vice-President and Secretary

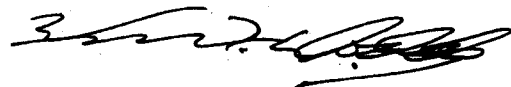
WOODBIDGE FINANCE CORPORATION

Certificate of Incumbency

<u>Office</u>	<u>Name</u>	<u>Signature</u>
Chairman of the Board and a director	Kenneth R. Thomson	
Deputy Chairman and a director	David K.R. Thomson	
Deputy Chairman and a director	Peter J. Thomson	
President and a director	W. Geoffrey Beattie	
Senior Vice-President and Treasurer and a director	Ian D. Croft	
Vice-President and Director of Taxation	J. Winston Bow	
Vice-President and Secretary	William T. Dodds	
Vice-President	Patrick M. Phillips	

The undersigned, William T. Dodds, the Vice-President and Secretary of Woodbridge Finance Corporation, hereby certifies that the persons named above have been duly elected or appointed officers and/or directors of Woodbridge Finance Corporation and that such persons are now holding the positions set opposite their respective names and are acting as such officers and/or directors and that the signature set opposite each name is a true specimen of the signature of such officer and/or director.

DATED: April 8, 1999



WILLIAM T. DODDS
Vice-President and Secretary

Tory Tory DesLauriers & Binnington

Barristers & Solicitors

Suite 3000 Aetna Tower
P.O. Box 270
Toronto-Dominion Centre
Toronto, Canada M5K 1N2

Telephone: (416) 865-0040
Facsimile: (416) 865-7380

April 8, 1999

Woodbridge Finance Corporation
65 Queen Street West
Toronto, Ontario
M5H 2M8

The Woodbridge Company Limited
65 Queen Street West
Toronto, Ontario
M5H 2M8

Montreal Trust Company of Canada
151 Front Street West, Suite 605
Toronto, Ontario
M5J 2N1

Dear Sirs:

We have acted as counsel to Woodbridge Finance Corporation (the "Corporation") and The Woodbridge Company Limited ("Woodbridge") in connection with the proposed issue and sale from time to time by the Corporation of negotiable short term promissory notes (the "Notes"), to be issued pursuant to the provisions of a trust indenture (the "Trust Deed") dated as of April 8, 1999 made among the Corporation, Woodbridge and Montreal Trust Company of Canada as trustee (the "Trustee"). The issue of Notes will be limited to a maximum aggregate principal amount determined from time to time by the directors of the Corporation, which amount is initially limited to \$750 million in Canadian currency or other currency the equivalent thereof at the time of issue. The Notes may be issued in certificated form, payable to bearer or to a specified payee, or may be issued in "book entry only" form and are issuable in denominations of not less than \$100,000 in Canadian currency, or \$100,000 in United States currency or the appropriate denominations in other currencies provided that in no event shall the Notes issued in any currency other than Canadian currency be less than the equivalent of \$100,000 in Canadian currency at the time of issue. The principal amount of the Notes is secured under the Trust Deed by a pledge by Woodbridge (the "Pledge") of a sufficient number of common shares of The Thomson Corporation (the "Thomson Shares") such that the aggregate market value of the Thomson Shares on any date, as determined in accordance with the provisions of the Trust Deed, will be not less than an amount equal to 150% of the aggregate of the principal amount of Notes outstanding from time to time. The amount of the difference between the issue price of a Note and the face amount thereof will be guaranteed (the "Guarantee") by Woodbridge pursuant to the provisions of the Trust Deed. The Notes are issuable with maturities of not more than 365 days from the respective dates of issue thereof, will have the terms described in the information memorandum relating thereto (the "Information Memorandum") dated April 8, 1999, of which this opinion forms part, will be in the forms of the specimen notes contained in the Trust Deed and will be subject to the provisions of the Trust Deed. Terms used but not defined herein have the respective meanings attributed to such terms in the Trust Deed.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such public and corporate records, certificates and documents as we have considered necessary or appropriate for the purpose of this opinion, including:

- (i) the articles and by-laws of the Corporation and Woodbridge;
- (ii) certificates of status issued in respect of the Corporation and Woodbridge pursuant to the *Business Corporations Act* (Ontario);
- (iii) a resolution of the board of directors of the Corporation authorizing the borrowing by the issue and sale of the Notes and the execution and delivery of the Trust Deed;

- (iv) a resolution of the board of directors of Woodbridge authorizing the Pledge and the Guarantee and the execution and delivery of the Trust Deed;
- (v) an opinion of PricewaterhouseCoopers LLP, Chartered Accountants, auditors of The Thomson Corporation, with respect to certain financial and other information including the earnings of and dividends paid by The Thomson Corporation for the five consecutive fiscal years ended December 31, 1998, and the average value at which its issued common shares were carried in its capital stock account during each of such years;
- (vi) a certificate of the Senior Vice-President and Treasurer of the Corporation as to certain factual matters;
- (vii) a certificate of the Senior Vice-President and Treasurer of Woodbridge as to certain factual matters;
- (viii) a certificate of the Trustee as to certain factual matters;
- (ix) specimens of the forms of Notes; and
- (x) the Trust Deed.

We have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to authentic or original documents of all documents submitted to us as certified, conformed, telecopied or photostatic copies.

We understand that the Corporation will file the Information Memorandum with the Commission des valeurs mobilières du Québec and if the Information Memorandum is furnished to persons in the province of Québec, it will be accompanied by the French language version thereof.

The opinions hereinafter expressed are based upon laws in effect on the date hereof. Insofar as the opinions hereinafter expressed relate to future issues of the Notes, such opinions must be read subject to the qualifications that at the time of any such issue:

- (i) the Corporation has the necessary authority at such time to issue the Notes;
- (ii) any other authorization or approval with respect to the issue of Notes required at such time shall have been obtained; and
- (iii) the laws in effect on the date hereof insofar as may pertain to the opinions expressed herein have not changed as at the date of any such issue.

Insofar as the opinions expressed in paragraphs 8 and 9 below relate to matters governed by laws other than federal laws of Canada and the laws of the Province of Ontario, we have relied upon opinions of counsel in each relevant jurisdiction. Except to the extent that we have relied upon opinions of such counsel, the opinions hereinafter expressed are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

In giving the opinion in paragraph 7 below, we have relied upon the certificate of the Trustee referred to above.

In giving the opinion in paragraph 9 below, we have relied upon the opinion of PricewaterhouseCoopers LLP referred to above.

Based and relying on the foregoing, we are of the opinion that:

1. Each of the Corporation and Woodbridge is a subsisting corporation under the *Business Corporations Act* (Ontario).
2. The Corporation has the corporate power and capacity to execute and deliver the Trust Deed and borrow money by the issue and sale of the Notes.
3. The Corporation has taken all necessary corporate action to authorize the execution and delivery of the Trust Deed, the performance of its obligations thereunder, the issue and sale of the Notes and the borrowing of money thereby.
4. Woodbridge has the corporate power and capacity to execute and deliver the Trust Deed, to pledge to the Trustee the Thomson Shares as security for the obligation of the Corporation, to pay the principal amount of the Notes and to guarantee the obligation of the Corporation to pay the difference between the issue price of a Note and the face amount

thereof, and Woodbridge has taken all necessary corporate action to authorize the execution and delivery of the Trust Deed and the performance of its obligations thereunder.

5. The Notes in the forms contained in the Trust Deed, when completed in accordance with the terms of the Trust Deed and issued and signed by any two of the Corporation's officers and directors either by manual or facsimile signature and, unless issued to the Clearing Agency, countersigned manually on behalf of the Corporation by the issuing agent appointed by the Corporation and delivered against payment therefor, will constitute legal, valid and binding obligations of the Corporation enforceable in accordance with their terms.

6. The Trust Deed has been duly executed and delivered by each of the Corporation and Woodbridge and constitutes a legal, valid and binding obligation of each of the Corporation and Woodbridge enforceable against the Corporation and Woodbridge, respectively, in accordance with its terms.

7. The Trust Deed creates a valid security interest in the collateral therein described to which the *Personal Property Security Act* (Ontario) ("PPSA") applies, subject to section 3.4 regarding dividends and other distributions paid in respect of the collateral and subject to section 6.1 regarding the release of the pledged Thomson Shares. The Thomson Shares pledged pursuant to the Trust Deed (the "Pledged Shares") and delivered to the Trustee as of the date hereof are situated in the Province of Ontario. The correct legal name of Woodbridge is The Woodbridge Company Limited. We have registered a perpetual financing statement under the PPSA (the registrant's copy of which has been provided to the Trustee and a copy of which has been provided to Woodbridge) to perfect the security interest created by the Trust Deed and, as of the date hereof, the certificates representing the Pledged Shares have been delivered to the Trustee in Ontario. No other notice, filing, registration or act is necessary to perfect the security interest created by the Trust Deed in respect of the collateral described therein to which the PPSA applies. Provided that the Trustee has taken possession of the certificates representing the Pledged Shares and is acting in good faith and has no notice of any adverse claim affecting the Pledged Shares, the security interest of the Trustee in the Pledged Shares has priority over any other security interest in the Pledged Shares perfected by registration or temporarily perfected under the PPSA and the Trustee has acquired the Pledged Shares free of any adverse claim.

8. The Corporation may, pursuant to applicable securities legislation, either directly, except in the Province of Québec, or through agents:

- (a) offer and sell the Notes to the public in the Province of Ontario, provided that any such agent is a person registered in an appropriate category pursuant to the *Securities Act* (Ontario) or is a financial intermediary as defined in the Regulation thereunder;
- (b) offer and sell the Notes to the public in the Province of Québec, without further filing, provided that any such agent is a registered dealer registered under the provisions of the *Securities Act* (Québec) or is a bank incorporated under the *Bank Act* (Canada) or is a trust company licensed under the *Act respecting trust companies and savings companies* (Québec);
- (c) offer and sell the Notes:
 - (i) to the public other than individuals in the Province of British Columbia; and
 - (ii) to individual members of the public in the Province of British Columbia, provided that the Notes have a credit rating from one of the rating agencies set out below that is equal to or higher than the level indicated below:

<u>Rating Agency</u>	<u>Rating</u>
Canadian Bond Rating Service Inc.	A-1 (low)
Dominion Bond Rating Service Limited	R-1-L
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation	A-1

and the Corporation or any of its agents offering and selling the Notes does not know and ought not reasonably to know that there has been an announcement by a rating agency referred to above that the credit rating of the Notes may be down-graded to a level below the level indicated above;

and no registration or filing is required in connection with such offering or sale;

- (d) offer and sell the Notes to the public in the Province of Alberta, without registration or filing;
- (e) offer and sell the Notes to the public in the Province of Manitoba, provided that any such agent is a dealer properly registered in the appropriate category pursuant to *The Securities Act* (Manitoba) or exempt from registration requirements under *The Securities Act* (Manitoba);
- (f) offer and sell the Notes to the public in the Provinces of Newfoundland, provided that any such agent is registered;
- (g) offer and sell the Notes to the public in the Province of Prince Edward Island, without registration or filing;
- (h) offer and sell the Notes to the public in the Province of New Brunswick provided the aggregate acquisition cost of the Notes to the purchaser is not less than \$97,000 in Canadian funds or its equivalent in other currencies and that the purchaser purchases as principal;
- (i) offer and sell the Notes to the public in the Province of Nova Scotia, provided that:
 - (i) any such agent is registered;
 - (ii) the Notes have a credit rating from one of the rating agencies set out below that is equal to or higher than the level indicated below and the Corporation or any of its agents distributing the Notes does not know or ought not reasonably to have known that there has been an announcement by the rating agency that the rating may be downgraded to a level below the level indicated below if the purchaser is an individual:

<u>Rating Agency</u>	<u>Rating</u>
Canadian Bond Rating Service Inc.	A-1 (low)
Dominion Bond Rating Service Limited	R-1-L
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation.....	A-1; and

- (iii) the Information Memorandum is accompanied by a description of the right of action granted by the *Securities Act* (Nova Scotia) to purchasers in the Province of Nova Scotia who purchase Notes in reliance upon a misrepresentation contained in the Information Memorandum; and
- (j) offer and sell the Notes to the public in the Province of Saskatchewan, without registration or filing, provided that:
 - (i) the Notes have been rated by one or more of the rating agencies set out below to have a level at least equal to the following levels:

<u>Rating Agency</u>	<u>Rating</u>
Canadian Bond Rating Service Inc.	A-1
Dominion Bond Rating Service Limited.....	R-1-L
IBCA Limited	A-1
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation.....	A-1;
 - (ii) there has been no announcement by any such rating agency that the rating will be downgraded below the levels set forth in paragraph (i); and
 - (iii) the Notes are not convertible or exchangeable into or accompanied by a right to purchase another security other than a security described in clause 39(2)(e) of *The Securities Act, 1988* (Saskatchewan), as amended.

9. The Notes in the form contained in the Trust Deed, when executed and delivered as provided in paragraph 5 of this opinion, are, at the date hereof, investments:

- (a) in which the provisions of the *Insurance Companies Act* (Canada) would not, subject to compliance with the prudent investment and lending policies, standards and procedures required to be established pursuant to that Act and in the case of foreign companies (as defined in that Act) subject to any restriction contained in the trust deed creating the trust in respect of such assets, preclude the funds of companies (as defined in that Act) or societies (as defined in that Act) or the assets of foreign companies (as defined in that Act) required to be vested in trust, from being invested;

- (b) in which the provisions of the *Trust and Loan Companies Act* (Canada) would not, subject to compliance with the prudent investment and lending policies, standards and procedures required to be established pursuant to that Act, preclude the funds of companies regulated under that Act from being invested;
- (c) in which the provisions of the *Pension Benefits Standards Act, 1985* (Canada) and the Regulation thereunder would not preclude the funds of a pension plan regulated thereunder from being invested, provided that where a statement of investment policies and procedures for such plan has been established under that Act, the investment by such plan in the Notes is in accordance with such statement;
- (d) in which the provisions of the *Loan and Trust Corporations Act* (Ontario) and the Regulation thereunder would not, subject to compliance with the prudent investment standards of that Act, preclude the funds received as deposits by registered corporations (as defined in that Act) from being invested;
- (e) in which an insurer subject to the provisions of Section 433 of the *Insurance Act* (Ontario) may invest its funds without resorting to the provisions of Subsection 433(4) of that Act;
- (f) in which the provisions of the *Pension Benefits Act* (Ontario) and the Regulation thereunder would not preclude the funds of a pension plan regulated thereunder from being invested, provided that the Notes are within a category or sub-category of investment that is specifically permitted by, and for which guidelines are established in, the statement of investment policies and goals for such plan filed under that Act, and provided further that such investment is in compliance with the prudent investment standards of that Act;
- (g) in which the provisions of an *Act respecting insurance* (Québec) would not preclude investments by an insurer, as defined in that Act, incorporated under an Act of the Province of Québec (other than a mutual association and an insurance fund), provided that such investments are in conformity with the insurer's investment policy established pursuant to that Act and subject to the prudent investment standards contained in that Act;
- (h) in which the provisions of the *Supplemental Pension Plans Act* (Québec) would not preclude the assets of a pension plan registered thereunder from being invested, subject to compliance with the rules set out in such plan and the written investment policy adopted by the pension committee and subject to the prudent investment standards contained in that Act;
- (i) in which the provisions of an *Act respecting trust companies and savings companies* (Québec) would not preclude a savings company licensed thereunder from investing its funds, and a trust company licensed thereunder from investing its own funds and deposits it receives, provided that investments made by a Québec company, as defined in such Act, are made in compliance with the investment policy that must be adopted by its board of directors and subject to the prudent investment standards contained in that Act;
- (j) in which the provisions of the *Insurance Act* (Alberta) and the regulations thereunder would not, subject to compliance with prudent standards for investment contained therein, preclude a provincial company (as defined in that Act) from loaning or investing its funds, provided the loan or investment by such provincial company is not inconsistent with the prudent investment policies and procedures required to be established and adhered to by such provincial company under that Act;
- (k) in which the provisions of the *Loan and Trust Corporations Act* (Alberta) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds received as deposits by a provincial corporation as defined in such Act from being invested in the Notes, provided that the provincial corporation shall have established investment policies and procedures in accordance with the provisions of that Act and provided that the investment in the Notes adheres to the investment policies and procedures established by such provincial corporation;
- (l) in which the provisions of the *Employment Pension Plans Act* (Alberta) and the regulations thereunder would not preclude a plan registered under that Act from investing its funds in the Notes, subject to compliance with any statement of investment policies and procedures required to be established by such plan and applicable quantitative restrictions, and provided that if and when such statement of investment policies and procedures has been prepared and filed in accordance with such regulations, the Notes are within a category of investment specifically permitted in such statement; and
- (m) in which the provisions of the *Financial Institutions Act* (British Columbia) and the regulations thereunder would not preclude a financial institution (as defined in that Act) from investing in, provided that the financial

institutions adheres to prudent standards within the meaning of subsection 136(1) of that Act in making investment decisions and provided further that the financial institution has established a written investment and lending policy which complies with that Act and the regulations thereunder and the investment in the Notes is consistent with that investment and lending policy.

subject, in each case where applicable, to the general investment provisions found in the applicable legislation.

The foregoing opinions are subject to the following qualifications:

- (a) the enforceability of the Trust Deed and the Notes is subject to bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights generally;
- (b) the enforceability of the Trust Deed and the Notes is subject to general equitable principles, including the fact that the availability of equitable remedies is in the discretion of a court;
- (c) the *Currency Act* (Canada) precludes a court from giving a judgment in a currency other than Canadian currency and such judgment may be based on a rate of exchange in existence on a day other than the day of payment or judgment;
- (d) we express no opinion as to the enforceability, in any particular circumstance, of any provision of the Trust Deed which provides for the severability of illegal or unenforceable provisions; and
- (e) there is no perfected security interest in collateral that is not identifiable or traceable.

Yours very truly,

Joy Joy Des Lauriers + Binnington

**BOOK-ENTRY ONLY FORM
SOUS FORME D'INSCRIPTION COMPTABLE SEULEMENT**

**WOODBIDGE FINANCE CORPORATION
WOODBIDGE FINANCE CORPORATION**

DISCOUNT PROMISSORY NOTE / BILLET À ESCOMPTE

Issue Date
Date d'émission

Due Date
Date d'échéance

This is a depository note subject to the Depository Bills and Notes Act (Canada).
Le présent billet est un billet de dépôt assujéti à la Loi sur les lettres et billets de dépôt (Canada).

WOODBIDGE FINANCE CORPORATION, for value received,
WOODBIDGE FINANCE CORPORATION, contre valeur reçue,

will pay to
paiera à

on the Due Date, the sum of
à la date d'échéance, la somme de

Dollars
dollars

in lawful money of
en monnaie légale du

on presentation and surrender of this promissory note at the main branch of Royal Bank of Canada in Montreal, Toronto or Vancouver.
sur présentation et remise du présent billet à la succursale principale de la Banque Royale du Canada à Montréal, à Toronto ou à Vancouver.

**WOODBIDGE FINANCE CORPORATION
WOODBIDGE FINANCE CORPORATION**

By/
par


Chairman
Président du conseil

By/
par


President
Président

This promissory note is one of the duly authorized issue of promissory notes of WOODBRIDGE FINANCE CORPORATION issued under the trust indenture (the "Indenture") dated as of April 8, 1999 among WOODBRIDGE FINANCE CORPORATION, THE WOODBRIDGE COMPANY LIMITED and MONTREAL TRUST COMPANY OF CANADA, as trustee (the "Trustee"), to which indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of WOODBRIDGE FINANCE CORPORATION, THE WOODBRIDGE COMPANY LIMITED, the Trustee and the holders of the promissory notes. Pursuant to the terms of the Indenture, The Woodbridge Company Limited has agreed to pledge from time to time a sufficient number of common shares of The Thomson Corporation so that the market value of the pledged common shares on any date, based on the simple average of their sale prices on a recognized stock exchange at the close of business on the ten business days immediately preceding such date, will be not less than 150% of the aggregate of the principal amount of promissory notes outstanding from time to time. The Indenture contains provisions for holding meetings of holders of promissory notes, for giving notice to holders of promissory notes and for rendering resolutions passed at such meetings and instruments signed by the holders of a specified percentage of the principal amount of the promissory notes outstanding binding upon all the holders of the promissory notes.

Pursuant to the terms of the Indenture, the obligations of WOODBRIDGE FINANCE CORPORATION for the due and punctual payment of the difference between the issue price of this promissory note and the face amount thereof have been unconditionally and irrevocably guaranteed by THE WOODBRIDGE COMPANY LIMITED.

Le présent billet est l'un des billets de WOODBRIDGE FINANCE CORPORATION dont l'émission a été dûment autorisée aux termes de l'acte de fiducie (l'«acte de fiducie») portant la date du 8 avril 1999 intervenu entre WOODBRIDGE FINANCE CORPORATION, THE WOODBRIDGE COMPANY LIMITED et la COMPAGNIE MONTRÉAL TRUST DU CANADA, à titre de fiduciaire (le «fiduciaire»). Il convient de se reporter à cet acte de fiducie ainsi qu'à tous les actes complémentaires s'y rapportant pour obtenir l'énoncé des droits et obligations respectifs de WOODBRIDGE FINANCE CORPORATION, de THE WOODBRIDGE COMPANY LIMITED, du fiduciaire et des porteurs des billets aux termes de ces actes. Conformément aux modalités de l'acte de fiducie, The Woodbridge Company Limited a convenu de donner, à l'occasion, un nombre suffisant d'actions ordinaires de The Thomson Corporation en garantie afin que la valeur marchande des actions ordinaires données en garantie à une date donnée, établie en fonction de la moyenne simple de leurs cours vendeurs sur une bourse reconnue à la fermeture des bureaux au cours des 10 jours ouvrables précédant immédiatement cette date, équivale à au moins 150 % du capital global des billets en circulation à l'occasion. L'acte de fiducie contient des dispositions relatives à la tenue d'assemblées des porteurs de billets, aux avis à donner aux porteurs de billets ainsi qu'aux formalités à respecter pour que les résolutions adoptées à ces assemblées et les écrits signés par les porteurs de billets représentant un pourcentage précis du capital des billets en circulation lient tous les porteurs des billets.

Conformément aux modalités de l'acte de fiducie, les obligations de WOODBRIDGE FINANCE CORPORATION relativement au paiement exigible et ponctuel de la différence entre le prix d'émission du présent billet et sa valeur nominale ont été inconditionnellement et irrévocablement garanties par THE WOODBRIDGE COMPANY LIMITED.

**CERTIFICATED FORM
SOUS FORME DE CERTIFICAT**

**WOODBIDGE FINANCE CORPORATION
WOODBIDGE FINANCE CORPORATION**

DISCOUNT PROMISSORY NOTE / BILLET À ESCOMPTE

Issue Date
Date d'émission

Due Date
Date d'échéance

WOODBIDGE FINANCE CORPORATION, for value received,
WOODBIDGE FINANCE CORPORATION, contre valeur reçue,

will pay to
paiera à

on the Due Date, the sum of
à la date d'échéance, la somme de

Dollars
dollars

in lawful money of
en monnaie légale du

on presentation and surrender of this promissory note at the main branch of Royal Bank of Canada in Montreal, Toronto or Vancouver.
sur présentation et remise du présent billet à la succursale principale de la Banque Royale du Canada à Montréal, à Toronto ou à Vancouver.

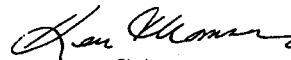
Countersigned by/*Contresigné par*

**Royal Bank of Canada
Banque Royale du Canada**
as issuing agent only/*à titre d'agent émetteur seulement*

Per/*par* _____

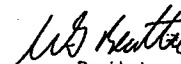
**WOODBIDGE FINANCE CORPORATION
WOODBIDGE FINANCE CORPORATION**

By/
par



Chairman
Président du conseil

By/
par



President
Président

SPECIMEN

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