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# Punctuation Matters: 'Dear John' Letter and a 2-Million-Dollar Comma

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So, fellow texters and tweeters, are you convinced that [punctuation](#) is unimportant—that [commas](#), [colons](#), and similar squiggles are just pesky reminders of a bygone era?

If so, here are two cautionary tales that just may change your mind.

## What Love Is All About

Our first tale is a romantic one—or so it may appear. The story begins with an [email](#) that John received one day from his new girlfriend. Consider how pleased he must have felt to read this note from Jane:

Dear John:

I want a man who knows what love is all about. You are generous, kind, thoughtful. People who are not like you admit to being useless and inferior. You have ruined me for other men. I yearn for you. I have no feelings whatsoever when we're apart. I can be forever happy—will you let me be yours?

Jane

Unfortunately, John was far from pleased. In fact, he was heartbroken. You see, John was familiar with Jane's peculiar ways of misusing punctuation marks. And so to decipher the true meaning of her email, he had to re-read it with the marks altered:

Dear John:

I want a man who knows what love is. All about you are generous, kind, thoughtful people, who are not like you. Admit to being useless and inferior. You have ruined me. For other men, I yearn. For you, I have no feelings whatsoever. When we're apart, I can be forever happy. Will you let me be?

Yours,

Jane

This old [grammarian](#)'s joke was made up, of course. But our second story really happened—in Canada, not so long ago.

## Cost of a Misplaced Comma: \$2.13 Million

If you happen to work in the legal division of Rogers Communications Inc., you've already learned the lesson that punctuation matters. According to Toronto's *Globe and Mail* for August 6, 2006, a misplaced comma in a contract to string cable lines along utility poles may cost the Canadian company a whopping \$2.13 million.

Back in 2002, when the company signed off on a contract with Aliant Inc., the folks at Rogers were confident that they had locked up a long-term agreement. They were surprised, therefore, when in early 2005 Aliant gave notice of a hefty rate-hike—and even more surprised when regulators with the Canadian Radio-Television and Telecommunications Commission (CRTC) backed their claim.

It's all right there on page seven of the contract, where it states that the agreement "shall continue in force for a period of five years from the date it is made, and thereafter for successive five-year terms, unless and until terminated by one year prior notice in writing by either party."

The devil is in the details—or, more specifically, in the second comma. "Based on the rules of punctuation," observed the CRTC regulators, the comma in question "allows for the termination of the [contract] at any time, without cause, upon one-year's written notice."

We'd explain the issue simply by pointing to principle #4 at our page on the [Top Four Guidelines for Using Commas Effectively](#): *use a pair of commas to set off interrupting words, phrases, or clauses.*

Without that second comma after "successive five-year claims," the business about terminating the contract would apply only to successive terms, which is what Rogers' lawyers thought they were agreeing to. However, with the addition of the comma, the phrase "and thereafter for successive five-year terms" is treated as an interruption.

Certainly, that's how Aliant treated it. They didn't wait for that first "period of five years" to expire before giving notice of the rate hike, and thanks to the extra comma, they didn't have to.

"This is a classic case of where the placement of a comma has great importance," Aliant said. Indeed.

## Postscript

In "Comma Law," an article that appeared in *LawNow* on March 6, 2014, Peter Bowal and Johnathon Layton reported the rest of the story:

Rogers Communications proved that its intended meaning in the subject contract clause was affirmed when the French version of the agreement was invoked.

However, while it won that battle, Rogers ultimately lost the war and had to pay the price increase and hefty legal fees.

Sure, punctuation is picky stuff, but you never know when it's going to make a big difference.

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