Mr. Johnston: Would not the court have to be governed in its decision partly by the contract the man signs?

Mr. Howe: Perhaps, but courts have been known to be lenient in hard cases.

May I interject that they have also been known not to be.

Mr. Johnston: In the contract if the man fails to make one payment he waives all his rights, even to go to court.

Mr. Howe: Oh, no. Nothing can take away a man's right to go to court.

But I contend that, by the agreement he has signed, he has waived his right to go to court in order to retain any equity he has in the house which he purchased.

I call attention to the next section:

And upon any such breach the purchaser shall forthwith become a mere trespasser upon every part of said lands and may be forcibly ejected therefrom by the vendor or by his employees or agents without any of them being in any way responsible for damages or otherwise therefor. And the vendor shall be at liberty to retain possession of said lands and at his pleasure to resell same without notice upon such terms as he may deem proper and in any event absolutely freed and discharged from all and every claim whatsoever thereto on the part of the purchaser. Time being declared to be the very essence of these presents.

Let us analyse that paragraph in the agreement which the purchaser was forced to enter into. If a man makes every solitary payment and fails to make the last one of $37.50, he has waived his right to any claim whatever to the moneys he has paid in. The mortgage company can take possession of that house for the last payment of $37.50. They can turn round and sell the house for $37.50 to anyone they like. They can sell it for one dollar if they choose. There is no public auction and they can sell it the next day after they have taken it from him. "Time is the very essence of these presents," and once that property is disposed of by the mortgage company, where will the man, who could not even afford to build a house without a loan, obtain the money to go to court to fight these fellows? Yet he is forced to sign away his very rights. I agree 100 per cent with the Edmonton *Journal*. If that is not dictatorship, I should like to know what it is. I propose to move an amendment, Mr. Chairman, seconded by Mr. Shaw:

That section 8A as proposed to be enacted by clause 2 be amended by inserting immediately after subsection 4 thereof the following as subsection 5:

"(5) The terms of a contract entered into between Wartime Housing Corporation or Central Housing and Mortgage Corporation, as the case may be, and a purchaser, whether a veteran or a civilian, shall not deprive the said purchaser of his right to appeal to any court of competent jurisdiction, in case he is charged with any breach of contract, and in any case where such court adjudges the purchaser to be guilty, he may take action to recover his equity in the property and that present subsections (5), (6) and (7) of the said section be renumbered as subsections (6), (7) and (8).

Surely there is no member of this house who would deprive a Canadian citizen of his right to go to court, and all that amendment does is to guarantee that the purchaser shall have the right to go to court to get possession of the equity which he has in the house. Surely, I say, no member of this house would say that a Canadian citizen has not that right. Surely there is no member of this house who would say that any company, any corporation, any lending institution should deprive a man of that right. There is no question about it that the contract I have read to the committee deprives the citizen of that right, and no corporation or lending institution which tries to take that citizenship right from a man should be permitted to do so.

Mr. HOWE: Mr. Chairman, I submit that both the amendment and the remarks of the hon. member are out of order. We are discussing a bill to provide for the insurance of rentals. He is discussing the terms of sale or mortgage. It is entirely inappropriate even to discuss the subject on this section or to attempt to amend this section to cover the terms of a mortgage or an agreement for sale.

Mr. JOHNSTON: On page 2 of the bill you will notice in paragraph (e) the following:

(e) for such other matters as the corporation may deem necessary or desirable to give effect to the purposes or provisions of this section.

Mr. HOWE: The purpose of the section is to insure rentals of the building. It has nothing to do with sale.

Mr. JOHNSTON: In the explanatory notes on the opposite page this statement is made.

(e) this paragraph provides for the inclusion in the contract of such other matters as the corporation considers necessary.

And, mind you, the sections I quoted referred to the agreement of sale between the corporation and the purchaser, not necessarily the builder but the purchaser. The word "purchaser" is used and so is the word "owner". The word "owner" is here, so that it is not just a rental proposition. It is true that if you look at page 2, subsection 4, paragraph (b), you will notice that it does refer to rents, as the minister has indicated. But in paragraph (a) reference is made to the builder or subsequent owner; in (d) we see the words "may be assigned to subsequent owners," and in paragraph (c) there is reference to owners again. In the explanatory notes there is definite reference to owners.