

Criminal Code

Then, it is said that an all-in policy excludes some things that are covered by other clauses of the contract. Besides, in the contract, statutory conditions prevail. Indeed, it is written that impaired driving causes the contract to be cancelled. All kinds of similar clauses are to be found in every contract.

In reply to the question directed to me earlier, I must simply say that fine print clauses are found in every contract, and as insurance policy holders do not even bother to read the first clauses of such contracts they will never read the small ones and they will never try to understand them.

All contracts—whether it be life insurance contracts, fire insurance contracts, responsibility insurance contracts or legal contracts—are drafted by lawyers and this confuses everybody because no ordinary citizen can understand them.

Then why should these clauses be in large print if nobody understands them. They are drafted by lawyers in such complicated terms that the ordinary citizen finds it difficult to know exactly what they mean.

For my part, I consider that the bill before the house achieves no practical end. The standing orders have been changed in order to make our parliamentary institution more effective. Referring such a bill to the committee, having the committee waste time on it—because personally I do not believe the bill is useful to anyone—will not improve the debates in the house nor, above all, make hon. members more efficient.

[*English*]

Mr. G. H. Aiken (Parry Sound-Muskoka): Mr. Speaker, on several occasions in the past I have found myself in the position in which some members on the government now find themselves, that is, 'talking a bill to death. I should say now that I do not rise for that purpose and I shall take up only a few minutes time.

As long as I can recall, two of the warnings that people have been given at the time of their initiation into business have been, "Don't take any wooden nickels," and "Be sure you read the fine print." I do not think that any legislation we would pass would change this situation. In other words, people have always known that insurance policies have clauses written into them in very fine print and that if they do not choose to read them they do so at their own risk.

[**Mr. Laniel.**]

Without quibbling, I do not think that the wording of the hon. member's bill goes far enough. I think that the words "substantially smaller" are not strong enough. Everybody understands that the main clauses of a contract are written in large print, particularly the clauses that look good, and the other clauses are written in substantially smaller print. For that reason, I do not think the wording in the bill goes far enough.

However, Mr. Speaker, the bill might be worth considering in a committee, particularly if one could substitute words prohibiting print so small that it could not be read. There are some contracts written that way and I think the public should be protected from them. To that extent, I agree with the purpose of the bill.

From a practical viewpoint, I do not think that the bill would make one iota of change with respect to protection for the public. But for the purpose of drawing the attention of the public to the fact that they must read the fine print in contracts, and for the purpose of drawing the attention of the public to instances where people have been misled because they did not read the fine print, or could not read it, I suggest that the bill should be referred to a committee. It might be a lesson in public education. Witnesses might be brought forward who could forcefully draw attention to the fact that people must read the fine print in contracts. On balance, I support the hon. member's suggestion that the bill be sent to a committee for study, but only to the limited extent that I think it might have some educational value for the public generally.

Mr. Colin D. Gibson (Hamilton-Wentworth): Mr. Speaker, it is quite apparent that the objective of this bill is meritorious. There is no doubt that honesty, fair disclosure and complete independence of communication from one person to another are some of the goals of a just and fair society. However, section 328A (1) states:

Everyone who, with intent to mislead, prints or causes to print—

• (5:50 p.m.)

I question the fact that the words "with intent to mislead" are not qualified in any way. It does not say, for instance, that if there is a difference in the size of the print or that if there is a different sized print that this