

## BRIGADIER GENERAL WALTER DABROS

## Question No. 103—Mr. Cossitt:

1. Was Brigadier General Walter Dabros appointed Head of the Armed Forces Security Services and, if so (a) on what date (b) for what reason (c) what are the details of his experience, etc. (d) what is the name and job designation of any person who made the appointment or having anything whatsoever to do in dealing with the appointment?

2. Was he removed from his duties as Armed Forces Security Chief and, if so (a) on what date (b) for what reason (c) what is the name and job designation of any person involved in the decision?

3. Was he at any time involved in the giving of security clearance to high ranking public servants and, if so, what are the names and job designations of such public servants?

**Hon. Allan B. McKinnon (Minister of National Defence and Minister of Veterans Affairs):**

1. (a) Yes. August, 1977.

(b) BGen Dabros was selected by the Chief of the Defence Staff as a suitable officer to assume the responsibilities of Director General Intelligence and Security.

(c) BGen Dabros enrolled in the Canadian Army as a military policeman in 1951. He has served for twenty-eight years in positions directly related to intelligence and security functions.

(d) Mr. Danson, then minister of national defence, General J. A. Dextraze, former chief of the defence staff and Mr. Nixon, the Deputy Minister of National Defence.

2. Yes.

(a) August 18, 1978.

(b) BGen Dabros was among those officers selected to attend the course at the National Defence College commencing August 1978. This is an important career development course for senior officers. As BGen Dabros has eleven years to serve and has specialized in the security field, this course should serve to broaden his employment opportunities as a general list officer in the department.

(c) Mr. Danson, then minister of national defence, General J. A. Dextraze, former chief of the defence staff and Mr. Nixon, the Deputy Minister of National Defence.

3. Yes. As Director General of Intelligence and Security during the period August 1, 1977 to August 18, 1978, Brigadier General Dabros had over-all responsibility for the security clearance of all personnel, military and civilian, within the Department of National Defence. He had no responsibility, however, for the security clearance of personnel outside the department.

## NATIONAL DEFENCE—CONTRACTS

## Question No. 141—Mr. Herbert:

For each year 1976 to 1978, what was the amount of defence contracts let in each province?

## Order Paper Questions

**Hon. Allan B. McKinnon (Minister of National Defence and Minister of Veterans Affairs):** National Defence Estimated Expenditures for Material, Supplies and Services—By provinces.

|                      | 1975/76                | 1976/77 | 1977/78 |
|----------------------|------------------------|---------|---------|
|                      | (thousands of dollars) |         |         |
| Newfoundland         | 3,365                  | 5,727   | 6,765   |
| Prince Edward Island | 7,391                  | 8,821   | 7,119   |
| Nova Scotia          | 59,893                 | 77,272  | 94,914  |
| New Brunswick        | 23,247                 | 26,348  | 32,830  |
| Québec               | 182,313                | 216,351 | 263,554 |
| Ontario              | 354,013                | 439,981 | 442,412 |
| Manitoba             | 38,392                 | 45,942  | 50,724  |
| Saskatchewan         | 10,446                 | 10,772  | 10,874  |
| Alberta              | 45,816                 | 58,138  | 58,368  |
| British Columbia     | 50,358                 | 58,066  | 80,212  |

## SMALL CONSUMER CONTRACTS

## Question No. 162—Mr. Herbert:

1. Is the government aware of the legislation recently passed in the State of New York requiring small consumer contracts to be written in plain English and, if so, is a similar law being considered for Canada?

2. Is the government considering introducing a similar law which would apply to all federal legislation and regulations and, if not, for what reason?

**Hon. Allan Lawrence (Solicitor General and Minister of Consumer and Corporate Affairs):**

1. This legislation was brought to the government's attention when it was first adopted in New York and we have followed its development carefully. The standard form contracts that are often used in consumer agreements can be very difficult to understand, and plainness in these contracts is important in order that consumers know their rights.

While many sellers and businesses in New York had already undertaken a simplification of the language in their contracts, the law itself is not clearly understood and revisions to it are being considered in view of certain problems that it is causing. In Canada, as well, certain financial institutions and others have been making an effort to simplify their contracts to disclose the essential elements clearly to the consumer. In addition, in Canada the courts have disallowed the enforcement of certain contractual terms on the grounds that the consumer was not likely to have read or understood them in the circumstances.

In Canada, matters of contract law are in the realm of "property and civil rights" and are generally within the scope of provincial jurisdiction. Hence, unless a contract deals with a subject specifically within a federal head of constitutional jurisdiction, it would be up to the province to regulate the form and content of such contracts. Almost all consumer contracts for the purchase of goods and services are within provincial jurisdiction. To pursue this problem on a national front, the federal and provincial ministers responsible for consumer affairs created a federal-provincial task force on consumer legislative programs which is looking into this question among its other high priority issues.