

Government Orders

Some of us had difficulty when we were at school doing English that involved Shakespearian plays. I guess they were not plain to us. If the member could tell us what is plain and what is not plain, what is complicated, what is difficult and what is easy, I suppose that is all in the eye of the beholder. It would be very, very difficult to ever define plain language.

One of these days, when we as drafters of legislation and legislators get our act in order, when we draw legislation that is in plain language, then we can expect the citizen to do the same. Until we can do it, I suspect it would be too much to ask the citizens to do better.

Ms. Beth Phinney (Hamilton Mountain): Mr. Speaker, I would like to congratulate my colleague from Malpeque for this amendment.

I cannot think of anything more sensible than having a document written in plain language. I have certainly had a lot of people come into my office. I have had personal experiences when I have had a terrible time reading the documents. People are suffering, and they make mistakes in judgment because they cannot understand the document.

I am surprised at my colleague across the floor who says he does not understand what plain language is. It was used in 10 states in the United States and it has been successfully used since the 1970s in New York. Why can he not pick up the phone or get his staff people to pick up the phone and find out what plain language is, if he cannot understand what plain language is as he just suggested.

This motion is so sensible that it is most certainly not going to be accepted by the Conservative Party because it just seems so easy and logical. I imagine that it will not be accepted by the hon. members across the floor.

Again, I congratulate the member. I hope my hon. colleague and all members support the amendment.

Mr. Mike Breough (Oshawa): Mr. Speaker, I think the concept of plain language for legislation is laudable.

I am a little confused, sitting back in the corner this afternoon. I listened to the member for Mississauga South indicate clearly that he liked the idea of plain language amendments and accepted it in some circum-

stances. But I think if I am right, he is not going to accept plain language here.

In other words, having made the argument that it is a good idea is not good enough. That perhaps speaks to what happens inside this Chamber.

The second thing is I think the concept is laudable. We had better get it into the record what this amendment says this afternoon. It is laudable that a company must use plain language in all contracts related to financial services, applications for financial services and related documents which it provides to its customers who are natural persons.

That is great. I like that. What I do not like are the weasel words which come after, that subclause (1) does not apply to words or forms of documents that are prescribed by law. What is the use of writing something in plain language if you do not have to, if it is in a form prescribed by law? It seems to me that kind of mitigates the original idea.

Subclause (3) says that subclause (1) does not apply to contracts, applications for financial services and related documents where the price of the financial service or the total liability assumed or to be assumed by the customer exceeds \$250,000. I do not enter into a whole lot of those kind of things but it seems to me that for \$250,000 I ought to be able to understand what I am signing.

In subclause (4) it says:

Proof that reasonable efforts have been made by the company to comply and maintain compliance with subsection (1) is a complete defence—

Holy mackerel, if they try, that is a complete defence. "In a prosecution under subsection (1)—or in a dispute about whether subsection (1) has been complied with", I am losing the plain language part of this amendment real quick.

If you turn the page to subclause (5), the plain language amendment, it says:

The failure of a company to comply with subsection (1) does not affect the enforceability of any document referred to therein and may not be asserted by a customer or a company as a defence in an action or proceeding based on a document referred to in subsection (1).

Are you with me, people all across Canada? It is a plain language amendment we are talking about. I think the lawyers are starting to froth at the mouth already.