

Criminal Code

the victims of fraud as a result of pretence, or of a proposal or representations for obtaining credit or money under false pretences, because the wording is doubtful or misleading, one can always have recourse to the criminal code.

We are dealing here with a matter of common law and I consider that the text, as worded, will not protect adequately the person who would later on claim to be the victim of fraud as a result of high pressure salesmanship.

Indeed, this happens every day. Because people read a document or a proposal too rapidly, because they read a document after listening to a salesman, is no reason why they should later claim to have been swindled.

We are dealing here with specific situations where an adult could establish that he had no clue as to what he was doing and that he was conned into signing such a document or proposal.

In the present case, the text is written, the person is an adult and supposed to be able to read in this day and age. Under those circumstances, I do not feel that legislation intended to incriminate a salesman would be adequate to achieve the results intended by the hon. member.

Under the circumstances, Mr. Speaker, I regret that I cannot be in favour of referring this bill to the Committee on justice and legal affairs however fair, on the whole, its purpose may be.

Mr. Jacques-L. Trudel (Bourassa): Mr. Speaker, I too would like to comment on bill C-19 which is now under consideration.

I wish first to congratulate the hon. member for Surrey (Mr. Mather) for wanting to amend the criminal code with regard to the fine print used in the body of insurance policies and the like.

If the bill were passed, it would render "guilty of an indictable offence and liable to a fine or to a term of imprisonment or to both fine and imprisonment everyone who, with intent to mislead, prints or causes to print in small typographical characters in the body of an insurance policy, contract, deed or other document... clauses concerning payment exclusions or exclusion of responsibility."

May I, first of all, suggest to the hon. member that we do not have, in this country, any evidence of people in the insurance field using fine print to escape the responsibilities involved in their various contracts.

There is another point I wish to bring to the attention of the hon. member. What he wishes to have included in the criminal code is already largely provided for under the Insurance Act of 1964.

At a time when discussions are going on at the federal-provincial conference, I think we should remember that the bill under consideration comes for the main part under provincial jurisdiction. Actually, the province is empowered, under the civil code, to grant adequate protection to anyone who might be misled as a result of clauses laid in fine print.

I am not quite sure, therefore, that it would be wise at this moment to include in the criminal code an amendment aimed at restricting or infringing upon provincial responsibilities. I would rather suggest requiring that all clauses be printed in the same type.

Moreover we could require certain important stipulations to be underlined in colour.

Those two solutions, Mr. Speaker, would certainly not minimize the importance of reading or having the person read, before signing the document, all paragraphs included in such contracts.

The fact remains, however, that many persons in good faith do not read all the clauses included in a contract, whether they are in fine or large print, in red or black ink. In fact, people sign without making sure that the clauses are really contentious.

Those suggestions could surely be included in a recommendation to the Minister of Consumer and Corporate Affairs (Mr. Ron Basford). It could contain not only the contracts mentioned in the clause of the bill under consideration, but all contracts with fine print clauses, other than insurance companies' contracts and even the contracts from insurance companies.

I should like to refer especially here to the companies that send canvassing agents in private homes and which in many cases might be liable to a breach of trust on account of their financial unsoundness or even guilty in some cases of a failure to incorporate, by not giving their customers the permanent right to take legal action, precisely because certain clauses relieve those companies from their responsibilities.

Therefore I repeat, Mr. Speaker, that there is in the civil code a provision covering damages in case of fraud. That is why I believe it would be preferable to let provincial authorities keep on protecting the subscribers of those various documents, under existing legislation.