



The Yukon Legislative Assembly

Number 13

3rd Session

24th Legislature

HANSARD

Monday, April 14, 1980 — 1:30 p.m.

Speaker: The Honourable Donald Taylor

Yukon Legislative Assembly

SPEAKER — Honourable Donald Taylor, MLA, Watson Lake
DEPUTY SPEAKER — Geoffrey Lattin, MLA, Whitehorse North Centre

CABINET MINISTERS

NAME	CONSTITUENCY	PORTFOLIO
Hon. Chris Pearson	Whitehorse Riverdale North	Government House Leader — responsible for Executive, Council office, Public Service Commission, Finance and Pipeline.
Hon. Doug Graham	Whitehorse Porter Creek West	Minister responsible for Education, Justice, Consumer & Corporate Affairs, Information Resources, Government Services
Hon. Dan Lang	Whitehorse Porter Creek East	Minister responsible for Highways and Public Works, Municipal and Community Affairs, Yukon Housing Corporation, and Yukon Liquor Corporation.
Hon. Meg McCall	Klondike	Minister responsible for Health and Human Resources and Workers' Compensation Board.
Hon. Peter Hanson	Mayo	Minister responsible for Renewable Resources, Tourism & Economic Development.

Government Members

(Progressive Conservative)

Al Falle	Hootalinqua
Jack Hibberd	Whitehorse South Centre
Geoffrey Lattin	Whitehorse North Centre
Grafton Njootli	Old Crow
Donald Taylor	Watson Lake
Howard Tracey	Tatchun

Opposition Members

(Liberal)

Iain MacKay	Whitehorse Riverdale South
Alice P. McGuire	Kluane

(New Democratic Party)

Tony Penikett	Whitehorse West
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(Independent)

Maurice J. Byblow	Faro
Robert Fleming	Campbell

Clerk Of Assembly
Clerk Assistant (Legislative)
Clerk Assistant (Administrative)
Sergeant-at-Arms
Editor of Hansard

Patrick L. Michael
Missy Parnell
Jane Steele
G.I. Cameron
Lois Cameron

Whitehorse, Yukon

Monday, April 14 — 1:30 p.m.

Mr. Speaker: I will now call the House to order. We will proceed at this time with Prayers.

Prayers

Mr. Speaker: We will proceed at this time with the Order Paper.

DAILY ROUTINE

Mr. Speaker: Are there any Returns or Documents for tabling?

Reports of Special or Standing Committees?

Petitions?

Reading or Receiving of Petitions?

Introduction of Bills?

BILLS: INTRODUCTION AND FIRST READING

Hon. Mr. Hanson: Mr. Speaker, I move, seconded by the Honourable Government Leader, that Bill Number 20, Energy Conservation Agreement Ordinance be now read a second time.

Mr. Speaker: I am sorry, the Chair had lost the title to the Bill.

Hon. Mr. Hanson: The Energy Conservation Agreement Ordinance.

Mr. Speaker: Yes, it has been brought to the attention of the Chair that Bill Number 20, Energy Conservation Agreement Ordinance has already been introduced and is up for second reading today.

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 5, An Ordinance to Amend the Electric Public Utilities Ordinance be now introduced and read a first time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that a Bill entitled An Ordinance to Amend the Electrical Public Utilities Ordinance be now introduced and read a first time.

Motion agreed to

Mr. Speaker: Are there any further Bills for introduction at this time?

Are there any Notices of Motion for the Production of Papers?

Are there any Statements by Ministers?

This then brings us to the Question Period. Have you any questions?

QUESTION PERIOD

Question re: Wire Tap/RCMP Investigation

Mr. MacKay: Mr. Speaker, I have a question for the Government Leader. On Thursday, Mr. Speaker, the House was told by the Government Leader that he would refer the question of wire-tapping of a Minister's line to the Solicitor General and to the House of Commons because he regarded this as a serious matter. Can the Government Leader tell us when he became aware of the wire-tap?

Hon. Mr. Pearson: Yes, Mr. Speaker, I became aware of the wire-tap when the Minister of Justice was notified that a wire-tap had been on his phone and, if I understand correctly, this was some 90 days after the wire-tap had been removed.

Mr. MacKay: Can the Government Leader tell me in which month he was made aware of the removal of the wire-tap?

Hon. Mr. Pearson: Mr. Speaker, I am not absolutely certain. I believe that it was about mid-December that I was made aware that the wire-tap had been done.

Mr. MacKay: Since the Government Leader has known of this since mid-December, can he explain to the House why he only brought it to our attention as a serious matter last Thursday?

Hon. Mr. Pearson: Yes, Mr. Speaker, I would be very happy to. I appreciate very much the opportunity to explain it.

Mr. Speaker, when I was made aware of this, I was also made aware of the fact that this whole issue of the wire-tapping might be a matter of a court case that was to be held in May of this year, in this Territory.

Mr. Speaker, I have learned, the hard way, that nothing can be done in confidence in this Government. It just simply cannot be done. I was not prepared to be the one who was going to make all of this the subject of a public debate, prior to the court case being held.

I felt that it could well be followed up, at the appropriate time, when it did become public, during the court case.

Question re: Pipeline/Final Route Selection

Mr. Penikett: I have a question for the Minister of Renewable Resources.

The Federal Environmental Assessment Review Panel has yet to file its final report regarding the Alaska Highway Pipeline and Foothills is yet to complete its environmental studies. I would like to ask the Minister, in view of the concerns about the Ibx Pass and the Mount Michie/Squanga Lakes area, and in view of the upcoming meeting between the Northern Pipeline Agency and Foothills and the Territorial Government regarding final route selection, what is this Government's position on the timing of final route selection?

Hon. Mr. Hanson: Mr. Speaker, as I informed the Member the other day, we will be meeting with the Northern Pipeline Agency, along with the Environmental Branch, Government of Canada, to disclose our objections to the routing of the pipeline, or to voice our opinions about the routing of the pipeline. I should say, at the time when it comes up for our general meeting, whenever that is being held.

Mr. Penikett: Mr. Speaker, since the citizens' group appointed to oversee pipeline matters, the Yukon Advisory Council, has filed a report with the NPA regarding the Ibx Pass and Mount Michie/Squanga Lakes areas, what steps is the Minister taking to have that report released to the public in the near future and can I ask the Minister if the Minister shares the views of the Advisory Council on that routing question?

Hon. Mr. Hanson: Mr. Speaker, I will have to correct the Member opposite. That report was not made to me but was made to the Minister of Indian Affairs in Ottawa.

Mr. Penikett: Mr. Speaker, I do not think that I suggested it was made to the Minister. I would like to ask the Minister then if the YTG has pressed the Northern Pipeline Agency to protect YTG against adverse social and economic and environmental pipeline impacts or is, from the Minister's point of view, the NPA still simply, in the words of Mr. Sharp, "expediting the construction"?

Hon. Mr. Hanson: So far, Mr. Speaker, I would say that we have not come to any definite opinion as to just what the NPA are doing or what their programs are. We will be meeting with them again in the near future and at that time we will be able to talk about what our opinion is.

Question Re: Faro Utility Expansion

Mr. Byblow: I have a question for the Minister of Municipal and Community Affairs. I believe the Minister has been fully apprised of the very critical situation facing the Municipality of Faro in terms of its expansion and growth or the general growth of the area. Can the Minister assure me that his Government is taking the necessary measures to ensure that the fiscal assistance for the utility expansion and upgrading will be put in place?

Hon. Mr. Lang: Mr. Speaker, at this time I am not in any position to give the assurances that the Member is asking for. I agree with the Member opposite that it is a very serious question in respect to the financing for the upgrading of the present water and sewer infrastructure in the community of Faro.

I did meet with the City Council of Faro this morning for approximately one hour. They came in to see me. I was apprised of the situation, we are looking at various options. At the same time, the Government of Canada has to bear some responsibility as well. We are discussing it with the Government of Canada and I am hopeful we can resolve this situation.

I recognize the plight that the community is in, at the same time, they recognize the situation that we, as the Government, are in with respect to our capital funding and we are not in a position to be able to offer that much of a financial support at this time. I think we perhaps can resolve the situation. It just remains to be seen.

Mr. MacKay: Supplementary to that, Mr. Speaker, is the Minister of Highways aware that Cyprus Anvil Mines turned in a substantial profit last year which resulted in a net increase of the taxes of this Government of some \$5 million?

Hon. Mr. Lang: Mr. Speaker, I am aware that they did have a substantial profit. I am not going to argue figures as far as the income tax revenue, that is one that would have to be balanced at the end of the year. Also at the same time, I recognize the responsibility we have to the Municipality of Faro. It is a municipality just like the City of Whitehorse or the City of Dawson and subsequently there is a responsibility on behalf of this Legislature, a decision that was made a number of years ago prior to any one of us taking our seats in this House.

Question re: Wire Tapping/Minister of Justice

Mr. MacKay: My question is to the Government Leader with respect to the wire-tapping of the Justice Minister's phone. Due to the

fact that a Supreme Court Judge authorized this wire-tap, the question must be asked of the Government Leader, what was said in that conversation that justified that order?

Mr. Speaker: Order, please. I am afraid I am not going to allow the question as the matter is clearly sub-judice and it is not a matter that can be inquired into at this time.

Mr. MacKay: I respectfully disagree, Mr. Speaker. However, the other question is: the Government Leader has stated that some things may have been said that are regrettable but nothing was done.

Can he tell the House if he inquired if anything was done, or tried to be done, as a result of these conversations?

Mr. Speaker: The Chair has difficulty in accepting that question. The subject matter of the wire-tap in question would obviously be sub-judice at this time, because, of course, the matter is before the court.

The only matter that the House could clearly deal with would be the propriety, indeed, of the wire-tap itself.

Mr. MacKay: Mr. Speaker, perhaps I could ask the Government Leader if he agrees with that ruling you just gave.

Mr. Speaker: The ruling stands unless Honourable Members, by substantive motion, would wish to challenge it.

The House has a recourse to this situation and perhaps one of the Honourable Members may find that in their wisdom.

Are there any further questions?

Question re: Press Releases Being Non-partisan

Mr. Penikett: Last Spring, the Government Leader assured this House that press releases issued by the Government would be strictly non-partisan. Can the Government Leader explain, then, why today this policy was infringed upon by the press release announcing the appointment to the Carmacks Local Improvement District Board and presenting, in fulsome praise, the work of the Member for Tatchun?

Hon. Mr. Pearson: No, Mr. Speaker. I cannot explain it nor am I going to apologize for it.

Mr. Penikett: Since the Government Leader is aware of this press release, which praised the work of this Government backbencher, as if no other Member of this House had ever contributed anything or done anything on behalf of their constituency worthy of note by the Government, can I ask the Government Leader then if it is now going to be the policy of the Government to, in fact, by Government press release, make note of worthy endeavors of individual constituency MLAs?

Hon. Mr. Pearson: No, Mr. Speaker, there has been no change in policy at all.

Mr. Penikett: The Government Leader says there is going to be no change of policy. Can I ask him then, once again, for his assurance that Government press releases, paid for with the taxpayers' money, will not be used to promote either the partisan cause of one of the Parties in this House, or, in fact, praise the efforts of individual Members of the Government Party who are not part of the Cabinet and not announcing Government programs?

Hon. Mr. Pearson: Yes, Mr. Speaker, and at the same time I will make sure that no Government press releases praise the efforts of the Opposition Members as well.

Question Re: Pipeline Disputes

Mrs. McGuire: Mr. Speaker, I have a question for the Government Leader. It has been brought to my attention by people living along the pipeline route that surveyors are carrying out the work near or on people's property in a very unorthodox manner. Since I am suffering some confusion because of the Government Leader's previous statement as to whose authority the surveyors are working under, Mr. Speaker, I will ask the Government Leader: to whom shall I direct complaints on local pipeline disputes, to YTG, Foothills Pipelines, or NPA?

Hon. Mr. Pearson: Mr. Speaker, I would be very, very happy to receive these complaints on behalf of the Honourable Member. However, the procedure would be then, Mr. Speaker, that I would have to take those complaints to the Northern Pipeline Agency. We would be more than happy to do that. If there are any complaints at all, we would be more than happy to make sure that they get to the responsible people, who are the Northern Pipeline Agency, Mr. Speaker.

Question Re: Child Development Centre

Mr. Byblow: I have a question for the Minister of Health and Human Resources. My question surrounds Social Services policy and specifically that policy with regard to the Child Development Centre. In light of the Minister's position of support for the Centre and of its demonstrated social service need and value, has the

Minister, or her Department, done anything to ensure the continuation of this facility?

Hon. Mrs. McCall: Mr. Speaker, with the Honourable Minister of Education, we are in the process of making some arrangement for the continuation of that Centre.

Mr. Byblow: I am very pleased to hear that, Mr. Speaker, and will be certainly looking forward to specifically what aid it will take. I would ask the Minister if it is the policy of her Department to chastise the taxpaying private sector for not contributing financially to the aid of this or any social service in the Territory.

Hon. Mrs. McCall: Mr. Speaker, it depends on the manner in which the private sector behaved and in the manner in which they were chastised.

Mr. Byblow: Mr. Speaker, I would then ask the Minister if it is correct that in a letter to the Child Development Centre executive recently, the Minister denounced Cyprus Anvil Mining Corporation for not contributing financially to the centre.

Hon. Mrs. McCall: No, Mr. Speaker, I did not denounce Cyprus Anvil, I merely thought that they did not give support where they might have, in view of the fact that they might take advantage of that centre at some time.

Question re: Wire Tapping/Committee on Rules, Elections & Privileges

Mr. MacKay: With respect to the wire-tapping matter, Mr. Speaker, will the Government Leader be referring the whole matter to the Committee of the House, Elections and Privileges Committee?

Hon. Mr. Pearson: Mr. Speaker, I am not sure what has happened to the Honourable Leader of the Opposition's retention factor, but that specific question was asked me last week by the Member for Whitehorse West and I answered in the affirmative.

Mr. MacKay: The Honourable Opposition Leader's retention is very good because he remembers there was no date set. Can the Government Leader tell us when he will introduce the motion?

Hon. Mr. Pearson: No, Mr. Speaker, I cannot, not at all because I have not got the information yet to submit and I have no idea when I might get it.

Mr. MacKay: Can the Government Leader tell us what information he is awaiting?

Hon. Mr. Pearson: Mr. Speaker, I advised this House that I have the intention of trying to find out, from the Solicitor General of Canada, just why the Honourable Minister's telephone was tapped. That is the answer, of course, that is going to have to be submitted to this House to be dealt with.

Question re: Mine Inspection Branch Transfer

Mr. Penikett: Mr. Speaker, I have a question for the Minister of Consumer and Corporate Affairs. Last week the Minister said that he was aware that Mine operators in the Territory were opposed to the transfer of the Mine Inspection Branch from the Federal Government to the YTG. Could the Minister state what reasons were given for this position and what response the Government had to this position, if any?

Hon. Mr. Graham: Mr. Speaker, I have no idea what the reason was. I understood that was the reason and I never inquired any further because of the fact that we were not pursuing that transfer.

Mr. Penikett: Mr. Speaker, since the Minister has apprised himself of the company view on this matter, could I ask him what action he has taken to apprise himself of the position of employee organizations on the same question?

Hon. Mr. Graham: Mr. Speaker, I did not apprise myself of the situation. I was informed that that was the case by a mine superintendent. I am sure that if any employee representatives care to make submissions to me, I would be only too happy to hear them.

Mr. Penikett: I will make sure that the Minister is communicated with as soon as possible, perhaps not by telephone but by mail would be appropriate.

Can I ask the Minister, then, since he has not seen fit to act on this matter in the near future, if, in fact, it is under active consideration and if he would propose to receive such petitions, as he has just invited, as part of the larger review of Labour Standards Ordinance, or as a separate question?

Hon. Mr. Graham: Mr. Speaker, I would be only too happy to receive it as a separate submission. We are not actively pursuing the transfer of the Mining Safety Inspector's office to the Department of Consumer and Corporate, but, given sufficient reason, we would definitely investigate further.

Mr. Speaker: There being no further questions, we will proceed to Orders of the Day

ORDERS OF THE DAY

GOVERNMENT BILLS AND ORDERS

Mr. Clerk: Second reading, Bill Number 20, standing in the name of the Honourable Mr. Pearson.

Bill Number 20; Second Reading

Hon. Mr. Hanson: Mr. Speaker, I move, seconded by the Honourable Government Leader, that Bill Number 20, Energy Conservation Agreement Ordinance, be now read a second time.

Mr. Speaker: It has been moved by the Honourable Minister of Economic Development, seconded by the Honourable Government Leader, that Bill Number 20 be now read a second time.

Hon. Mr. Hanson: Mr. Speaker, there are currently three agreements being negotiated with Energy, Mines and Resources Canada, as follows: (1) Canada-Yukon Agreement on Energy Conservation Incentive Program for Commercial, Industrial and Institutional Establishments. This agreement covers the period from the time of the signing to March 31st, 1984. Canada will contribute \$1.2 million or 75 per cent. Yukon will contribute \$400,000, or 25 per cent.

Yukon will hire, on contract, a professional in the field of energy management to conduct energy audits on participating establishments and to recommend energy conservation measures and investments to the clients. If the clients undertake the recommendations of the audit, then they will be eligible to receive 50 per cent of their expenditures, up to a maximum of \$10,000 per client.

This program will be offered to all non-government establishments in the Territory. It has been the experience in Prince Edward Island and Nova Scotia, where programs of a similar nature exist, that substantial reductions in energy costs can be achieved from very low costs, investments that the business community is extremely receptive to a program of this nature. The program is designed to reduce the Territory's reliance on non-renewable energy resources and to lessen the burden of ever-increasing energy costs on the business community and ultimately on the consumer.

Two, the Canada-Yukon Renewable Energy and Energy Conservation Agreement - This Agreement covers a period of time from the signing to March 31, 1984. Canada will contribute \$1.3 million, or 75 per cent, and Yukon will contribute \$435,000, or 25 per cent. The funds will be used to finance demonstrations of renewable energy or energy conservation technologies with a view of getting these technologies accepted on a commercial basis. The program will cover incremental costs incurred as compared with the cost of conventional systems or designs.

Third party participation will be expected to contribute part of the cost of demonstrating the new technology. This program also includes a component to develop broad public awareness of the potential of renewable energy and energy conservation technologies.

An individual will be contracted to co-ordinate all aspects of this program and to ensure that projects are completed as per terms of the proposal. These two agreements will be managed by a committee comprised of two members from Energy, Mines and Resources, Canada, and two members from the Government of Canada. The management committee must approve of all projects to be funded under these agreements and the level of funding.

Projects approved by the management committee are turned over to the Territory to administer. The Department of Tourism and Economic Development will be charged with the administration of both of these programs. All costs incurred by Yukon in managing and administering these programs are eligible for costs for funding under the agreement.

A secretary will also be hired to provide support to these programs, cost to be shared equally between the two agreements.

Negotiations with EM&R on these two agreements are almost complete.

Third - The Canadian Home Insulation Program, C.H.I.P. - This program is currently administered nation-wide by the Central Mortgage and Housing Corporation since its inception in 1977. Discussions are underway between the Federal, Provincial and Territorial Governments to transfer the administration of this program to the provinces and territories.

The program runs until March 31st, 1987. The cost of the program will be funded 100 per cent by the Government of Canada; Yukon funding will be in the neighbourhood of \$1.8 million, plus additional funds for administration, which are yet to be negotiated.

This program is designed to provide an incentive to residential energy-users to upgrade the insulation in their homes. A maximum

grant of \$350 for 100 per cent of material costs and \$150 for one-third of labour costs is currently available. Grants for apartments are somewhat smaller.

In Yukon, all residential units and buildings of three stories or less, built before September, 1977, are eligible to participate in this program.

Once the negotiations on the transfer of this program are complete, it will be turned over to the Yukon Housing Corporation and the Department of Municipal Affairs to administer.

Mr. MacKay: I would like to say that I welcome this Bill and the efforts which the Minister has put into obtaining these agreements. I think that it is, certainly on a national priority basis, the kind of thing that this Government should be lending its support to in conserving all the energy that we can. So, I welcome the specific measures outlined in the Minister's statement.

I would have welcomed, also, perhaps, a member on the Management Committee from the Yukon Government as well as four from the Federal Government, unless there is such a person, because the Minister did state that there was one from Energy, Mines and Resources and one from the Government of Canada. So, hopefully, that was a slip-up and it was two from the Territorial Government.

I also welcomed some indication of whether our taxes will have to go up to pay for the \$800,000 or so contributions expected from the Yukon Territorial Government, or at least some indication of where the Government plans to find this \$800,000.

The Home Insulation Program being administered locally, I think will be a better situation. It will bring it closer to home and it will allow more people, I think, to take advantage of it. I would note in passing that in today's Throne Speech, that already the efficient and well organized Government in Ottawa is proposing to improve upon this plan. So, no doubt, this will bring extra benefits to Yukon.

Motion agreed to

Mr. Clerk: Bill Number 7 standing in the name of the Honourable Mr. Hanson.

Bill Number 7; Second Reading

Hon. Mr. Hanson: Mr. Speaker, I move, seconded by the Honourable Member of Education, that Bill Number 7, Yukon River Basin Study Agreement Ordinance be now read a second time.

Mr. Speaker: It has been moved by the Honourable Minister of Economic Development, seconded by the Honourable Minister of Education, that Bill Number 7 be now read a second time.

Hon. Mr. Hanson: Mr. Speaker, in 1978 a pre-planning task force consisting of officials from Federal, B.C. and Yukon Governments, assessed potential conflicts in water use in the Yukon River Basin and recommended a river basin study be initiated. The study is designed to provide information needed for both the resolution or priority issues and to give direction for future resource development.

The proposed study will cost approximately \$2.2 million and take three years to complete. The programs have not been detailed as yet but I can give you a summary of the individual program cost projections.

1. Information Exchange - \$100,000
2. Hydrology - \$100,000
3. Water Quality - \$300,000
4. Fisheries - \$500,000
5. Wildlife - \$500,000
6. Tourism, Parks & Recreation - \$50,000
7. Placer Mining - \$40,000
8. Energy Alternatives - \$160,000
9. Socio-Economics - \$200,000
10. Program Administration - \$250,000

The cost sharing arrangement of this agreement would include:

- Environment Canada - 50 per cent
- DIAND - 40 per cent
- YTG - 5 per cent
- B.C. - 5 per cent

We are putting forward the Ordinance at this time as the Yukon Government cannot enter into an agreement under Federal Legislation, in this case the Canada Water Act and the Northern Inland Waters Act, without enabling Legislation.

It is our hope that the Federal Treasury Board will authorize the expenditure and the agreement will be signed some time this summer.

Mr. MacKay: Again, I welcome this Ordinance. I think it is worthwhile to point out that the process of development in Yukon has been quite slow for the past few years and oftentimes we run into situations where somebody can say, in quite an uninformed way, "You cannot do that because of damage to fisheries or because of damage to water," or whatever. These studies that are therefore very necessary to be able to clear up any misunderstandings that can arise.

It may very well be that having embarked upon this study and come up with the answers that the building of a hydro dam across the Yukon may well be so difficult to overcome the environmental debates that it will not be done. It may very well show, also, that the building of a hydro dam across the Yukon River is a very feasible thing.

I think in either event, all we are doing here is doing our homework and I think that is a very necessary step to the development of the Yukon and I therefore fully support this kind of study.

Motion agreed to

Mr. Clerk: Second reading, Bill Number 4, standing in the name of the Honourable Mr. Lang.

Bill Number 4: Second Reading

Hon. Mr. Lang: Mr. Speaker, I move, seconded by the Member for Tatchun, that Bill Number 4, entitled An Ordinance to Amend the Government Employee Housing Plan Ordinance, be now read a second time.

Mr. Speaker: It has been moved by the Honourable Minister of Municipal Affairs, seconded by the Honourable Member for Tatchun, that Bill Number 4 be now read a second time.

Hon. Mr. Lang: Mr. Speaker, the principal reason for bringing the revisions forward to the Government Employee Housing Plan Ordinance, is to update the price limit currently in force in the legislation.

As you are likely aware, the legislation was established in 1975, with the current price limit of \$60,000 established as the maximum value for any home eligible for the program. As we all know, there have been significant changes in the housing market since that time. This Government is proposing that the Ordinance be updated to remain in tune with the changes.

At the same time, Mr. Speaker, we propose to introduce some basic changes to the administration of the Ordinance. These changes are intended to make the program easier to administer and more in line with the program's objective.

Mr. Speaker, I would like to take some time and review the activity that has taken place under this program since its inception. To date, 15 houses have been purchased under the program, six have been sold and two more are in the process of being sold.

On the completed sales, a net profit of \$7,019 has been realized. The current slow market situation has led to substantial increase in the activity under this program. The past year inventory held has increased from two units to nine units.

While the Yukon Housing Corporation is confident it can sell a number of the units held in inventory, there is little hope that there will be a continuous reduction in inventory until such time as the housing market picks up.

While we recognize the risk of exhausting the Revolving Fund, the Government feels that it must support the concept of home ownership in the Yukon, and therefore it is proposing to increase the maximum allowable price. Mr. Speaker, outside of Whitehorse in the past three years, the Yukon Housing Corporation has sold twelve staff housing units, for a total value of \$489,000, to individual staff members. I am certain that none of these sales could have taken place without the assurance of the Government Employee Housing Plan Ordinance. It is exactly this type of activity that this Government wishes to support and by taking this action now, we want to indicate to all staff members, that we will continue to support this type of activity.

If I may now, Mr. Speaker, I would like to review the principal changes that we are proposing to make to the Ordinance. The first change, Mr. Speaker, the new Ordinance allows recognition of property held jointly by employee and spouse. The major proposed change is price limits and you will note that this revision is worded in a different manner than the previous Ordinance, although a price limit of \$68,400 is specified, that is the maximum pay-out rather than the maximum appraised value. This equates to our maximum appraised value of \$72,000 although anyone with a house over \$72,000 would still be eligible to have their house purchased if they were willing to accept the maximum of \$68,400. The basis for determining the pay-out remains the same at 95 per cent of the mean of two appraisals.

We also, Mr. Speaker, have changed the method of appraisal to attempt to align ourselves to the local conditions we have in the

Yukon, and I am sure we can get into much debate on that during the clause by clause reading of the Bill.

Also at the same time, we are proposing that the qualification of housing units will change under the new Ordinance. Basically these changes are to streamline the administration and also to align the plan more with the principal objectives.

The changes we are proposing are that firstly, there will be no registration requirements within sixty days of the purchase as was previously the case but also it is specified that when an employer resigns or proceeds to pension, the employee must have owned and occupied for a period of not less than two years immediately prior the date of termination.

Mr. Speaker, in summary, I would like to indicate that staff housing has been a very expensive program for this Government to operate. The 1980-81 Main Estimates indicate the expected deficit of over \$230,000. The reason for supplying staff housing is generally the lack of other housing alternatives and the general reason for the lack of other housing alternatives, in many communities, is that staff housing is the principal form of housing and is supplied at uneconomic costs.

I am sure all Members will agree, if this cycle is ever to be broken, home ownership support programs such as the Government Employee Housing Plan are a necessity. Mr. Speaker, it will aid the individual which is the most important objective of the program, at the same time, in the final analysis, it will be less cost to the taxpayer.

Thank you, Mr. Speaker.

Mr. MacKay: Mr. Speaker, I would like to thank the Minister for his very thorough address to the problem of employee housing in the Yukon. I think it will always be a problem in the Yukon as long as we have a large number of small communities with a fairly thin population and with a limited economic base, in that in some cases the Government must, of necessity, supply staff housing in order to provide staff in these types of areas, and as well in Whitehorse in some cases. It must, of necessity, be in the Housing market.

I think that raising the limit is only sensible because \$60,000 is not a very reasonable price for an average house now. I think that the Government should be aware though, just from their own self-interest point of view, that it may very well be that with the higher interest rates that the whole country is experiencing, that the prices of houses will not only stop rising but may start to fall, simply because the average wage-earner cannot afford to pay the size of mortgages that they presently have to. This, of course, may be part of the deliberate deflation cycle that has been initiated from the States but I suspect that it is going to hit Canada very hard, very soon.

The Yukon has been fortunate, I guess, in a way, that we have not experienced a terrific boom in housing prices that have been seen in the South over the past year or two. We have remained static, and the Government probably is therefore not in any risk position in terms of the houses they have bought back. But they should, I think, be aware of the national trend, which is beginning to appear, of reducing prices for houses, a softening on these markets.

I agree with the principle of encouraging as many as possible to own their homes. I think it is really part of the Canadian way of life that I would hate to see ever go by the board where we would all be living in apartments and the type of housing that you often see in Europe.

So I think that any encouragement to maintain that almost unique style which North America has to individual housing should occur and I shall vote with this Bill.

Motion agreed to

Mr. Clerk: Third reading, Bill Number 6, standing in the name of the Honourable Mr. Graham.

Bill Number 6: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 6, Summary Convictions Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 6 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 6 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 6 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 6 has passed this House.

Mr. Clerk: Third reading, Bill Number 11, standing in the name of the Honourable Mr. Pearson.

Bill Number 11: Third Reading

Hon. Mr. Pearson: Mr. Speaker, I move, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 11, Second Appropriation Ordinance, 1979-80, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 11 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Pearson: Yes, Mr. Speaker, I move, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 11 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 11 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 11 has passed this House.

Mr. Clerk: Third reading, Bill Number 14, standing in the name of the Honourable Mr. Pearson.

Bill Number 14: Third Reading

Hon. Mr. Pearson: Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 14, Financial Agreement Ordinance, 1980, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 14 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Pearson: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 14 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 14 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 14 has passed this House.

Mr. Clerk: Third reading, Bill Number 9, standing in the name of the Honourable Mr. Graham.

Bill Number 9: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Old Crow, that Bill Number 9, Garnishee Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Old Crow, that Bill Number 9 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Old Crow, that Bill Number 9 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Old Crow, that Bill Number 9 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 9 has passed this House.

Mr. Clerk: Third reading, Bill Number 34, standing in the name of the Honourable Mr. Graham.

Bill Number 34: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 34, Executions Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 34 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 34 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 34 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 34 has passed this House.

Mr. Clerk: Third reading, Bill Number 13, standing in the name of the Honourable Mr. Pearson.

Bill Number 13: Third Reading

Hon. Mr. Pearson: Mr. Speaker, I move, seconded by the Honourable Minister of Health and Human Resources, that Bill Number 13, Second Appropriation Ordinance, 1980-81, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Health and Human Resources, that Bill Number 13 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Pearson: Yes, Mr. Speaker, I move, seconded by the Honourable Minister of Health and Human Resources, that Bill Number 13 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Health and Human Resources, that Bill Number 13 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 13 has passed this House.

Mr. Clerk: Third reading, Bill Number 15, standing in the name of the Honourable Mr. Pearson.

Bill Number 15: Third Reading

Hon. Mr. Pearson: Mr. Speaker, I move, seconded by the Honourable Member for Old Crow, that Bill Number 15, Loan Agreement Ordinance (1980) No. 1, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Member for Old Crow, that Bill Number 15 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Pearson: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Old Crow, that Bill Number 15 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Member for Old Crow, that Bill Number 15 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 15 has passed this House.

Mr. Clerk: Third reading, Bill Number 16, standing in the name of the Honourable Mr. Pearson.

Bill Number 16: Third Reading

Hon. Mr. Pearson: Mr. Speaker, I move, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 16, Municipal General Purpose Loan Ordinance, 1980, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 16 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Pearson: Yes, Mr. Speaker, I move, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 16 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Government Leader, seconded by the Honourable Minister of Municipal Affairs, that Bill Number 16 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 16 has passed this House.

Mr. Clerk: Third reading, Bill Number 18, standing in the name of the Honourable Mr. Graham.

Bill Number 18: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 18, An Ordinance to Repeal the Credit Union Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that Bill Number 18 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 18 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that Bill Number 18 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 18 has passed this House.

Mr. Clerk: Third reading, Bill Number 19, standing in the name of the Honourable Mr. Graham.

Bill Number 19: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 19, An Ordinance to Repeal the Stabilization Fund Loan Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 19 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 19 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse South Centre, that Bill Number 19 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill 19 has passed this House.

Mr. Clerk: Third reading, Bill Number 22, standing in the name of the Honourable Mr. Graham.

Bill Number 22: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Old Crow, that Bill Number 22, An Ordinance to Amend the Trustee Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Old Crow--

Mr. Penikett: On a point of order, Mr. Speaker, I wonder if it might help facilitate the business of the House if, in fact, the seconders of these motions were present so that all Members can be ascertained that they do, in fact, second these motions and are, in fact, in support of them?

Mr. Speaker: I believe the indication of the seconder is indication enough to the Chair that the seconder does wish to second the motion.

Mr. Penikett: On the same point of order, Mr. Speaker, according to the rules of this House, the seconder is not required to attach their name to any document seconding a motion and, in fact, we have no evidence at all, in the absence of the Member, that they are, in fact, seconding the motion.

Mr. Speaker: Is there any further discussion on the point of order?

Hon. Mr. Pearson: Mr. Speaker, upon introduction of each of these Bills, it is normal government procedure, that a seconder for the introduction of the bill is found and that seconder stays with the bill throughout its life and journey through this House. We are just following the normal procedure.

If it would make the Honourable Member happier, I am sure that we could accommodate him by quickly finding seconders, as it happens, where for reasons beyond our control, a member happens to be absent.

Mr. Speaker: Normally, for a bill, a seconder is not normally required, however in this House it is, but I would accept that the seconder on the introduction and first reading would certainly indicate to the Chair that that person is in support of the legislation and would otherwise indicate not. Perhaps we can continue with the processing of the bill.

Mr. Penikett: Mr. Speaker, I do accept the Government Leader's explanation. I will, however, point out to him one procedural matter, in fairness. It is possible that a Member could be absent from this House for some time, in fact, might be absent during the whole Committee stage of the Bill, during which some amendments might have been made to the Bill, which may alter their support for the Bill. I think it is an unfair presumption on behalf of the other Members of the House and Government Members to assume that Member necessarily supports those amendments and therefore the Bill as amended.

I would therefore just suggest without being fractious or disruptive in any way so that the Government Leader does not offend or cause any of his Backbenchers, in their absence, to become indignant, that perhaps he adopt the practices he just proposed.

Mr. Speaker: We will now proceed with the processing of bills. May I have the last motion that was before the House? I am not sure whether that was for third reading or where we were.

Hon. Mr. Graham: Yes, Mr. Speaker, a motion by myself, seconded by the Honourable Member for Old Crow, but in deference to the Member of Whitehorse West, I am sure the Member for Hootalinqua would second that motion. I move, Mr. Speaker, seconded by the Honourable Member for Hootalinqua, that Bill Number 22, An Ordinance to Amend the Trustee Ordinance be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 22 be now read a third time.

Mr. Penikett: It is an excellent Bill, Mr. Speaker and I support it.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title of the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 22 do now pass and its title be as on the Order Paper.

Motion agreed to

Mr. Clerk: Third reading, Bill Number 10, standing in the name of the Honourable Mr. Graham.

Bill Number 10: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 10, Small Claims Ordinance be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 10 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 10 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 10 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 10 has passed this House.

Mr. Clerk: Third reading, Bill Number 23, standing in the name of the Honourable Mr. Graham.

Bill Number 23: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 23, An Ordinance to Amend the Insurance Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 23 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title of the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 23, An Ordinance to Amend the Insurance Ordinance, do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua,

that Bill Number 23 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I shall declare that Bill Number 23 has passed this House.

Mr. Clerk: Third reading, Bill Number 25, standing in the name of the Honourable Mr. Graham.

Bill Number 25: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 25, An Ordinance to Amend the Condominium Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that Bill Number 25 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 25 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that Bill Number 25 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 25 has passed this House.

Mr. Clerk: Third reading, Bill Number 27, standing in the name of the Honourable Mr. Graham.

Bill Number 27: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 27, Presumption of Death Ordinance be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 27 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 27 do now pass and that the title be now as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse North Centre that Bill Number 27 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 27 has passed this House.

Mr. Clerk: Third reading, Bill Number 29, standing in the name of the Honourable Mr. Graham

Bill Number 29: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 29, Fatal Accidents Ordinance, be now read a third time.

Mr. Speaker: It has been moved by Honourable Minister of Education, seconded by the Honourable Member for Tatchun, that Bill Number 29 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Tatchun, that Bill Number 29 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Tatchun that Bill Number 29 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 29 has passed this House.

Mr. Clerk: Third reading, Bill Number 30, standing in the name of the Honourable Mr. Graham.

Bill Number 30: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 30, Survivorship Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of

Education, seconded by the Honourable Member for Hootalinqua, that Bill Number 30 be now read a third time.

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Bill Number 30 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Bill 30 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 30 has passed this House.

Mr. Clerk: Third reading, Bill Number 33, standing in the name of the Honourable Mr. Graham.

Bill Number 33: Third Reading

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 33, An Ordinance to Amend the Evidence Ordinance, be now read a third time.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 33 be now read a third time.

Division has been called.

Mr. Clerk, would you kindly poll the House?

Hon. Mr. Pearson: Agreed.

Hon. Mr. Lang: Agreed.

Hon. Mrs. McCall: Agreed.

Hon. Mr. Hanson: Agreed.

Hon. Mr. Graham: Agreed.

Mr. Lattin: Agreed.

Mr. Falle: Agreed.

Mr. Tracey: Agreed.

Mr. MacKay: Agreed.

Mrs. McGuire: Agreed.

Mr. Penikett: Agreed.

Mr. Fleming: Agreed.

Mr. Byblow: Agreed.

Mr. Clerk: Mr. Speaker the results are 13 yea, none nay

Motion agreed to

Mr. Speaker: Are you prepared to adopt the title to the Bill?

Hon. Mr. Graham: Yes, Mr. Speaker, I move, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 33 do now pass and that the title be as on the Order Paper.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Whitehorse North Centre, that Bill Number 33 do now pass and that the title be as on the Order Paper.

Motion agreed to

Mr. Speaker: I declare that Bill Number 33 has passed this House.

We are now prepared to receive Mr. Administrator, in his role as Lieutenant Governor, to give Assent to certain Bills which have passed this House.

Mr. Administrator enters the Chamber

Announced by the Sergeant-At-Arms

Mr. Speaker: Mr. Administrator, may it please your Honour, the Assembly has, at its present Session, passed a number of Bills, to which, in the name of, and on behalf of, the Assembly, I respectfully request your Assent.

Mr. Clerk: Summary Convictions Ordinance; Second Appropriation Ordinance; 1979-80; Financial Agreement Ordinance; 1980; Garnishee Ordinance; Executions Ordinance; Second Appropriation Ordinance, 1980-81; Loan Agreement Ordinance (1980) No. 1; Municipal General Purposes Loan Ordinance, 1980; An Ordinance to Repeal the Credit Union Ordinance; An Ordinance to Repeal the Stabilization Fund Loan Ordinance; An Ordinance to Amend the Trustee Ordinance; Small Claims Ordinance; An Ordinance to Amend the Insurance Ordinance; An Ordinance to Amend the Condominium Ordinance; Presumption of Death Ordinance; Fatal Accidents Ordinance; Survivorship Ordinance and An Ordinance to Amend the Evidence Ordinance.

Mr. Administrator: I hereby Assent to the Bills as enumerated by the Clerk.

Mr. Speaker: I will now call the House to order.
May I have your further pleasure?

Hon. Mr. Graham: Mr. Speaker, I move, seconded by the Honourable Member for Hootalinqua, that Mr. Speaker do now leave the Chair and that the House resolve into Committee of the Whole.

Mr. Speaker: It has been moved by the Honourable Minister of Education, seconded by the Honourable Member for Hootalinqua, that Mr. Speaker do now leave the Chair and that the House resolve into Committee of the Whole.

Motion agreed to

Mr. Speaker leaves the Chair

COMMITTEE OF THE WHOLE

Mr. Chairman: I shall call Committee of the Whole to order.

At this time, we will have a 15 minute recess.

Recess

Mr. Chairman: I call Committee to order.

This afternoon, we are considering Bill Number 26, Frustrated Contracts Ordinance. Last day, when we ceased, we were on general discussion on Clause 1. We will continue general discussion.

Hon. Mr. Graham: Mr. Chairman, I do not know where I got on the general discussion last sitting day, but in case I did not start, I will start all over.

The Uniform Law on Frustrated Contracts was revised in 1974, but in that revision its meaning was not changed a great deal. This new Ordinance, therefore, consists mostly of a rearrangement and re-expression of what was found in the existing Ordinance.

At common law, the doctrine of frustration operates where the performance of a contract is rendered impossible through no fault of either party by the occurrence of an event not provided for in the original contract. The purpose of this Ordinance is to supplement the common law.

Special rules exist for the frustration of contracts for the carriage of goods by sea, that is allowed for. This Ordinance is not intended to interfere with these rules. It is doubtful if it would be within the legislative jurisdiction of this Territory, even if we were to attempt such a thing.

A contract of insurance is not, by its nature, the sort of thing to which the doctrine of frustration applies, except in very unusual circumstances. For example, the grant of a monopoly to the Insurance Corporation of British Columbia which resulted in the application of the doctrine of frustration to insurance contracts with companies in the province at that time.

I think that basically outlines the purpose of the Frustrated Contracts Ordinance and I look forward to discussing it.

Mr. Chairman: Is there any further general discussion?

Mr. MacKay: This has nothing to do with the Breach of Promise Ordinance has it?

Mr. Chairman: If there is no further general discussion, we will commence a clause by clause discussion.

Clause 1(1) agreed to

Clause 1 agreed to

On Clause 2(1)

Clause 2(1) agreed to

On Clause 2(2)

Hon. Mr. Graham: Mr. Speaker, the charter party, by demise, is the use of a ship not for carrying goods.

Clause 2(2) agreed to

Clause 2 agreed to

On Clause 3(1)

Hon. Mr. Graham: Mr. Chairman, the general rule is freedom of contract. This section is the same section as the old section 4(6) and it basically says that in all areas, the law interferes with something only where something happens that the parties have not thought of or where the performance of the contract would be contrary to public policy.

Mr. Penikett: Just so that is clear there, Mr. Chairman, I take it then that smart contractors can contract out of this Frustrated Contracts Ordinance.

Hon. Mr. Graham: Mr. Chairman, I do not think that any two people

or organizations or two groups forming a contract between them can take into consideration everything that could happen.

I think the most logical one that I can think of is where two people had a contract, one to purchase, one to sell a stamp collection, and in the transportation of that stamp collection, which was worth several millions of dollars, to the purchaser, the means of transport, whatever it was, was hit by lightning and as a matter of course, the stamps in that collection were destroyed totally, that was something that was not dealt with in the contract at all and in the instance the Frustrated Contracts Ordinance would take effect.

Mr. Fleming: I would like to ask, just how would it take effect?

Hon. Mr. Graham: Well, Mr. Chairman, it would outline the duties and the obligations of both the purchaser and the seller and that will come later in the Ordinance.

Clause 3(1) agreed to

Clause 3 agreed to

On Clause 4(1)

Mr. Penikett: Mr. Chairman, this one is a dandy. I would like to have an explanation from the Minister why this is in here. It raises the deplorable spectre to me of the Commissioner being exempt from all his or her other Ordinances where it is not expressly identified. Is there a particular reason why the Commissioner is identified as being covered by this?

Hon. Mr. Graham: Mr. Chairman, what he just stated is true. Ordinarily the Government is not bound by legislation unless it is specifically named in the Ordinance as being bound by that legislation.

On Clause 4(1) agreed to

Clause 4 agreed to

On Clause 5(1)

Mr. Penikett: Well, it sounds like there is a lot of lawyer's talk here, Mr. Chairman. Perhaps the Minister would just do us the favour of further describing his stamps and trucks and his lightning story to explain how that would work here.

Hon. Mr. Graham: With a great deal of pleasure, Mr. Chairman. If he thinks this one is bad, wait until he gets to the next Bill on the Order Paper.

Mr. Chairman, what this clause basically says is that if the deal was in two parts and only one part is frustrated, then only half of the contract would be frustrated and only half of the contract would be applied. For example, this stamp collection that we are transporting from one place to the other, if it happened to be in two parts, the first part had been shipped and had been received and the second part was the one hit by the lightning, the contract would only be frustrated to that extent.

Clause 5(1) agreed to

Clause 5 agreed to

On Clause 6(1)

Mr. Penikett: I hope the next Bill is not worse than this one, Mr. Chairman.

Well, let us try, "parties and parties and parties or other parties, parties to the contract for benefits..." I guess that is clear enough. I guess I am going to ask the Minister, though, to explain (2) when we get to it.

Hon. Mr. Graham: I think he has the Clause (1) right. It just means that if part of the contract was, such as if you were building a house and you cleared the lot and then the land had been re-zoned, the contractor has a right to be compensated for the work he has already done. That is (1), number (2) we will get to.

Clause 6(1) agreed to

On Clause 6(2)

Hon. Mr. Graham: Mr. Chairman, this is the section that provides a relief from the obligation to perform any part of a contract that the ultimate obligation of which has already been frustrated.

I have one example. If a jeweller had been contracted to provide a setting for a priceless diamond that was being shipped from South Africa and the ship had been sunk in the journey from South Africa to Canada, and, in fact, the ultimate performance of the contract, which would be the setting, is immaterial because of the fact that the ultimate contract has been frustrated in the loss of the diamond on the journey from South Africa so, therefore, the setting could be considered a frustrated contract.

Mr. Penikett: Mr. Chairman, I have often been puzzled as to where the need for these Bills came from, whose demands originated them. Given the sort of recent descriptions of circumstances outlined by the Minister, it is clear that Agatha Christie was the one who demanded this legislation.

What I do not understand from the Minister, in terms of this clause, is why it is necessary. Surely it is already a sort of standard

situation that if I promise to build a bridge for the Member for Mayo across to his outdoor privy, and they have a mud slide and the outdoor privy is already filled in so he does not need the bridge, then I do not need to finish it. Normally working out any kind of deal, if it is impossible to fulfill it or the need is no longer there, the contract would end anyway.

Hon. Mr. Graham: Well, Mr. Chairman, that is not always true because in some cases, you are, as a contractor, forced to pay out to that person even though that person is under no obligation to finish his contracts.

If you have a contract that you wish me to fulfil and at some time during that contract you realize, even if I fulfil my end of the bargain, it is not going to result in anything material to you. You can cancel my contract but you are still obligated to pay the full fee to myself unless you were frustrated in some other endeavour and that caused the cancellation of my contract.

Basically what we are looking at is, in an area where you have to cancel a contract, through no fault of your own, you should not be held totally responsible.

Mr. Penikett: Just so I understand this, we have the unusual situation as outlined by the Minister, where, for some reason in this one exception, we are going to allow the Commissioner to get frustrated. Presumably there must be quite a few cases where a government contract is started, or part of the contract issued and a budget may get defeated, or a government falls, a new Government. That means here that, in fact, the government is going to free itself from— No?

Explain it to me. The Government is not going to be able to free itself from obligations that it has incurred.

Hon. Mr. Graham: Mr. Chairman, just the reverse, in fact. We take the part of the contractor who is contracted to build a bridge over some river in Northern Yukon because there is supposed to be a road connecting that bridge to another road down here and the government was defeated, not this Government of course, and the road was never built, but the contract has been signed for that bridge, then the application of this particular Ordinance would apply to the Commissioner as well.

That is why in 4(1) we are included, the Commissioner is bound by this Ordinance, so the Commissioner would be one of the frustrated parties to that contract and we would be bound by the terms and conditions of this Ordinance.

Mr. Fleming: If we are on (2), I take it where there is a contractor who has a job and he is contracted say from the government, then the frustration comes forth and this contract say, is with the Commissioner or the Territorial Government, now we go into where there is a third party somewhere. "...except in so far as some other party to the contract...". In other words, you are saying that two people can be in that party. I am taking it that there is a third party that has a right to have something done in that contract and that has not been done, the frustration will not stop the fellow from being paid by this first contractor.

Hon. Mr. Graham: Mr. Chairman, let me try and clarify it. We will take, for example, our person in northern Yukon who is going to build a bridge but as a result of the fact that, we will take an example, the contractor that was to build the road to the bridge goes broke and finds that he cannot complete his road this year, therefore, there is no possible way that that bridge is going to be built, therefore, that contract will be frustrated because the person cannot even get to the creek where the bridge is supposed to be built.

But if he has already moved his equipment from Watson Lake, where his headquarters is, to Dawson City, which is going to be the jumping-off point, then he should be entitled to some compensation for the amount of work and problems that he has already had.

Now, through no fault of his and through no fault of the Commissioner's, he has already incurred a certain expense. This Ordinance says that he should be reimbursed to a certain extent for the expense that he has already incurred, in the performance of a contract that he wants to perform and that we want him to perform but through the actions of a third party, he cannot perform this year.

Mr. Fleming: Well I wish they would just say that and get it over with so we would not be here so long.

Clause 6(2) agreed to

On Clause 6(3)

Hon. Mr. Graham: Mr. Chairman, I do not normally try to encourage debate, but I think it is important that we should all at least understand it as well as I do, and I do not understand it that well.

This section basically says where the frustration of a reduction in value of a benefit for which restitution is payable under Section

6(1), which is the first part of this, then equal sharing should take place in the reduction in the value.

So, what we are saying here is, I like the lightning one, if you have a matched team of horses, say, that, together, are worth \$5,000, one of them is, of course, hit by lightning and that leaves only one horse to that team, but it is not worth a half of the \$5,000, it is worth only \$1,000, because it is no longer a matched team, then what this section says is that the reduction in value of \$1,500, which would be half of the total purchase price of \$5,000, that reduction of \$1,500 is shared equally by both parties to the purchase.

Mr. Fleming: I take it then if the Honourable Minister and I had a horse and it was hit by lightning, regardless of which end, if we owned half of it, we would be equally divided between us?

Hon. Mr. Graham: Mr. Chairman, I will try again. We have this matched team of horses that is worth \$5,000. One of them is killed, through no fault of ours. The other one should be worth \$2,500, but you, as a purchaser find that it is only worth \$1,000, so you, of course, want your \$1,500 back from me. What the Ordinance says is that we will have to share that loss, because that one horse is no longer worth \$2,500, half of the purchase price, it is only worth \$1,000. So, I would pay \$750 and you would pay \$750. That is what that section says.

Clause 6(3) agreed to

On Clause 6(4)

Clause 6(4) agreed to

Clause 6 agreed to

On Clause 7(1)

Clause 7(1) agreed to

On Clause 7(2)

Clause 7(2) agreed to

On Clause 7(3)

Clause 7(3) agreed to

Clause 7 agreed to

On Clause 8(1)

Mr. Fleming: I wonder if the Minister could just take (a) and just explain it a little, the "...only reasonable expenditures...". Why?

Hon. Mr. Graham: Mr. Chairman, we are now considering the contractor who was frustrated in his attempts to build a bridge in the northern Yukon, but reasonable expenses should be allowed that contractor to get his equipment and his personnel from Watson Lake to Dawson City. Those are the reasonable expenses that we are agreeing should be paid.

It leaves a certain amount of discretion with the court, but the contractor should not be over-compensated for the expenses that he has incurred.

Mr. Byblow: Just a practical explanation, this contractor who is building the bridge for the Minister of Municipal Affairs and Public Works, on the Dempster, brought his equipment up to Dawson, for which the contract became frustrated but he, in turn, had subcontracted the painters to come up, who purchased their paint and are still in Watson Lake. Who is responsible there?

Hon. Mr. Graham: Well, Mr. Chairman, we are talking about the main contract and if that main contract has several sub-contractors that are all part of the main contract, they are all frustrated in their ability to perform their contract as well, by this one main occurrence. So, you know, all of those things would be taken into consideration. But the main contract you are talking about is the person that has contracted, from the Government, to build that bridge. That is the contract that has been frustrated and the others, he has to deal with, the main contractor would have to deal with in paying out his people.

The one that we are talking about would be the main contract.

Mr. Byblow: I would assume that when the frustrated claim is being settled, the fact of an existence of subcontracting would be taken into account in that settlement, would it?

Hon. Mr. Graham: Mr. Chairman, I have not doubt at all that any private enterpriser that was going to have to put a dollar out of his own pocket would attempt to recover that dollar. You cannot blame them for that.

Clause 8(1) agreed to

Clause 8 agreed to

On Clause 9(1)

Hon. Mr. Graham: Mr. Chairman, this one is basically to prevent taking into account of lost profits but also to require the taking into consideration of any benefits that may be accrued from the frustrated contract. In the contractor's case, we will take into account,

first of all, the loss and profits. He was going to make a 15 or 20 per cent profit on that bridge on the highway up north that the government forgot to build, that cannot be taken into consideration in the determination of restitution.

However, if he got his machines and people to Dawson, if he was then able to, without any loss in time or money to himself, obtain another government contract on that same highway for a bridge that he could complete then that benefit that he received by having his equipment on the spot in Dawson would have to be taken into consideration so that he would not be in a position to claim restitution for moving his machines to Dawson City when, in fact, that move got him another contract. That is essentially the idea behind Clause 9(1).

Mrs. McGuire: What about the case of, if the person went to Dawson City and could not do his contract now and he had a job say, in Watson Lake, where he could have stayed there and done that job so he has a loss of income, you might say. Is there anything that takes into account down time?

Hon. Mr. Graham: Mr. Chairman, that would be part of the frustrated contract because he would lose a great deal of money having his equipment tied up in Dawson City waiting for a contract or whatever or having to transport his equipment back to Watson Lake. That would all be part of the frustrated contract that he would be claiming restitution for.

Mrs. McGuire: So that he would take into account also a loss of income, is that covered in the frustrations? Because it says, "...no account shall be taken of loss of profits, or..."

Hon. Mr. Graham: That is right. We are not taking into consideration the profit he could have made off that job that he could have had in Watson Lake, but if he lost income for say six weeks while his machines had to make the trip up there and the trip back, then, and I am no lawyer but as I understand it, he would be in a position to claim restitution for the time that he has spent with that equipment on the road in attempting to perform the contract. He would be able to claim that restitution, as I understand it.

Mr. MacKay: Under (ii), the business of not including any insurance money, if a contract is frustrated and actually the matter is covered by insurance, he really would not have any losses to claim anyway, is that not correct?

Hon. Mr. Graham: Well, it depends what his insurance was. If his insurance covers total loss, then no frustration exists, because he got paid out for the total job. But if the insurance proceeds only paid a portion and he thought that restitution should be made for his loss of income in the six weeks he spent going up and coming back, then the insurance process could not be considered.

I think that we are talking about insurance proceeds here that the government has. The government insures or would ensure that a contract is fulfilled, so what I think we are talking about here is the insurance or the bond that would be forfeited by the person that caused the original frustration.

I do not think that can be taken into count, so that person who was building the road who never completed the road would probably forfeit his bond insurance. That cannot be taken into consideration when we are determining the amount of restitution to the bridge builder.

Mr. MacKay: As I read this section, perhaps the Minister can just clarify it for me then, "...determining the amount to which a party is entitled by way of restitution...". I read that as the frustrated bridge builder, "...no account shall be taken of...insurance money that becomes payable by reason of the circumstances that give rise to the frustration or avoidance..."

It is a little unclear to me as to whom this insurance money is being paid. I would have read it that the insurance money is payable to the frustrated contractor and that, in fact, he can get insurance proceeds then, in addition, claim the loss.

Hon. Mr. Graham: Mr. Chairman, after reading it again, that is what I understand, too, because what we are trying to determine, or we are trying to show with this section is that the party who receives the benefit, the government in this case because the person went there to build us a bridge, we are required to pay compensation to that bridge builder, whether or not he has insurance.

So, whether or not he has insurance is secondary to the fact that we have an obligation to pay him for the benefit that we have received, in other words, him bringing his equipment from Watson Lake to Dawson City. So, you are right in that area.

Mr. Fleming: I think I have it clear now, however, I just have a slightly different version of it. I was thinking of a job where you, and it could be a bridge job again, where you, for some reason or another, for instance you were driving piling and you have insurance, of course, and the piling is just not the right way it should be or something and the Government comes along—or you have a

problem with that that you would be able to collect insurance on.

Therefore, you are applying for insurance, but the Government, say, came along and they closed that job down for so many days, due to something that they felt, at the same time, and by reason of the circumstances that give rise in the same area, closed you down for a few days, your insurance money would, in no way, cover their area. So, therefore, it would not be available to you for that. Your frustrated contract then would be with the Government in the area of where they actually put you down, only.

Hon. Mr. Graham: Mr. Chairman, after sitting back and thinking about it for a few minutes, I am kind of slow, it takes me a few minutes, I think the better example is the one where you have the diamond coming from South Africa and it sinks in the ocean liner. Of course you are going to have that diamond insured, so I would receive the money for that diamond, but I am still obligated to pay the jeweller for the setting for that diamond that he is building.

So, no matter what the insurance was for the diamond that I receive, I am still obligated to pay the jeweller for the setting that he has already started that I have asked him not to complete.

Mrs. McGuire: I want to know if this covers this frustration in total and not in just periods of time. For instance, if you are frustrated because you were shut down for a certain length of time, say two weeks, yet you were required to keep your equipment running, say it is winter, you are burning fuel, your men stay in camp, you are going to feed them, it is costing you a lot of money, that sort of thing, so it is causing you frustration, but is this just a short period of time rather than in total?

Hon. Mr. Graham: Mr. Chairman, it covers the frustration of a contract through circumstances that are not foreseeable by the contractor or the purchaser of services or a purchaser of goods and the seller. Those are the contracts that can be frustrated through no foreseeable event, shall we say.

I do not see how we can apply this to your example when I do not know what caused you to shut down the job or if it was an act of God, a flood that knocked out a bridge and you could not get your equipment across the bridge to the other side. Probably you have insurance to cover that or something but if that is the type of contract that is frustrated through an act of God then yes, this Ordinance would apply. It is only for contracts that are not fulfillable because of some unforeseen circumstance that occurs that makes it impossible to fulfill the contract.

It is clear that this Ordinance does not interfere with normal business practices. I think back in 7(1), it makes it clear that the doctrine does not apply to normal good business practices or just things that you should have foreseen, perhaps, the fact that in December it sometimes gets cold in the Yukon, that would be a foreseeable event so that is something that would not cause the frustration of a contract because it became 60 below in Yukon on December 29. That is something that happens so that is a foreseeable event. Normal good business practices have to be followed.

Mr. Fleming: I take it that this is not just a thing that just pops out of the way and a God-given act causes problems, he could probably claim for restitution but he would not have any chance of getting it. In other words, the person claiming restitution has to have a cause against the person letting the contract in the first place, it he expects to claim it.

Hon. Mr. Graham: Mr. Chairman, I think that is a reasonable assumption.

Clause 9(1) agreed to

Clause 9 agreed to

On Clause 10(1).

Clause 10(1) agreed to

On Clause 10(2)

Clause 10(2) agreed to

On Clause 10

Clause 10 agreed to

On Clause 11(1)

Clause 11(1) agreed to

On Clause 12(1)

Clause 12(1) agreed to

On Preamble

Preamble agreed to

On Title

Title agreed to

Mr. Chairman: I now declare that Bill Number 26, Frustrated Contracts Ordinance, has cleared the Committee of the Whole without amendment.

Hon. Mr. Graham: Mr. Chairman, I move that you report Bill Number 26, Frustrated Contracts Ordinance without amendment.

Mr. Chairman: It has been moved by Mr. Graham that I report Bill Number 26, Frustrated Contracts Ordinance, without amendment.

Motion agreed to

Mr. Chairman: The next Bill that we are considering is Bill Number 28, Reciprocal Enforcement of Maintenance Orders Ordinance.

On Clause 1

Hon. Mr. Graham: Mr. Chairman, if you will bear with me for a minute—

Mr. Chairman: I am bearing, Mr. Graham.

Hon. Mr. Graham: I seem to have lost my final copy.

I found it Mr. Chairman, thank you.

Mr. Chairman, as I stated in my second reading speech, this is one of the most important pieces of uniform legislation. It is under this legislation that a spouse may be prevented from avoiding paying maintenance payments by moving from one jurisdiction to another. I am happy to inform the House that, just recently, I believe, the latter part of last week, we signed another agreement with Washington State, under the Reciprocal Enforcement of Maintenance Orders, and Washington State now will ensure that people who owe maintenance payments in Yukon, Washington State will enforce our maintenance orders, as we will enforce the maintenance orders as requested by that State.

This Ordinance is designed to harmonize with other similar legislation in force in many of the provinces and also many countries with which we liaise. I think it is a piece of legislation that has been badly needed in the Territory for some years. It forms a part of the total matrimonial property reform package that we will be continuing to bring to the Legislature, even in the Fall Session.

Mr. Penikett: I appreciate the Minister's reference to the reciprocal agreement with Washington State. Perhaps he could give the House some idea as to exactly where or to where a man on the run can go now? I mean, is it a fairly limited number of jurisdictions or is it still quite a large part of the real estate of North America?

Hon. Mr. Graham: Mr. Chairman, there are not a whole number of places where you can go in Canada, in fact, I think none, but there are a number of states in the United States that we have not yet completed agreements with. However, we are working on them.

Mr. Penikett: Just for the record, how hard is it to conclude these agreements with states? I mean, there are a lot of states, some 50-some of them, I understand, at the last count. Do we have to go there and work these out or can it be done by mail?

Hon. Mr. Graham: Mr. Chairman, generally, an exchange of correspondence between the state and ourselves is sufficient. What we mostly have to ensure is that their legislation fits with ours so that we are not going to send an order there requesting that they enforce that order where, in fact, it contravenes several state laws.

So, we make sure that the laws fit and then we enter into an agreement, strictly by mail, we do not visit.

Mr. Penikett: Presumably this uniform law business though is something that has been going on in Canada. Is there a similar process between Canada and United States as regards uniform law in this kind of field, in the family law field?

Hon. Mr. Graham: Mr. Chairman, I am sorry, I do not know. It is something that I would find out though and endeavour to bring back to the Legislature.

Mr. MacKay: Can the Minister tell us just briefly what problems of the Reciprocal Enforcement of Maintenance Orders Ordinance are being repealed by this one? Was it a question of this not being enforceable or was it some reluctance on the part of the Justice Department to enforce it? Can you tell me some of the problems that arose?

Hon. Mr. Graham: I do not know exactly what you mean. There were several areas in the old Ordinance that we wanted changed obviously because there are a great number of changes in this Legislation. It is our primary responsibility, we consider it a very onerous duty to make sure that any maintenance orders given by our court are enforced and we make every effort to enforce them because we find that if the maintenance orders are not enforced, then my colleague to the left winds up supporting the families, usually, if they are resident in the Yukon. So we make every effort to pursue the offending spouse. We attempt to get the money wherever possible.

Mr. Penikett: I know at one time, Mr. Chairman, there used to be some nasty people who alleged that the Yukon was one of those places to which people came to escape from bad debts, bad marriages, bad jobs, bad provinces, bad countries, bad politics, most of the country is Conservative.

Does the Minister have any idea of how many people there are in the Territory that we have been asked to pursue or process or who have escaped their obligations in this connection? Does he think there are a lot, or a few dozen, or even as high as a hundred?

Hon. Mr. Graham: Mr. Chairman, I do not really know exactly how many because I only hear about the interesting ones where a person has done unbelievable things to avoid paying maintenance payments. I have heard of a couple in the Territory, one of a guy that went so far as to live miles and miles out in the bush, had no postal address, no telephone, no anything but was still working. He went to great lengths to avoid paying maintenance payments and we finally managed to secure some funds from him.

Let me assure you, under the new Garnishee Ordinance, Executions Ordinance, and Summary Convictions Ordinance it will be much, much easier to effect these collections when we find these people.

Clause 1(1) agreed to

Clause 1 agreed to

On Clause 2(1)

Mr. MacKay: On "reciprocating state", I was just wondering about the necessity to have reference to an enactment repealed by this Ordinance as part of the definition. It does not make very good law. Perhaps this Ordinance should have included reference to every reciprocating state rather than referring an Ordinance that is being repealed.

Hon. Mr. Graham: Mr. Chairman, I believe what we are referring to there are all reciprocal agreements we have entered into under various states and provinces in North America and they will probably all be repealed when this Ordinance is repealed. So we would, in effect, have to renegotiate all those agreements and what we are saying is that we are allowing them to stay in effect.

Clause 2(1) agreed to

Clause 2 agreed to

On Clause 3(1)

Clause 3(1) agreed to

On Clause 3(2)

Clause 3(2) agreed to

On Clause 3(3)

Hon. Mr. Graham: Basically, Mr. Chairman, the whole section deals with final orders of other jurisdictions as they relate to Yukon. In essence, the whole section basically says any formal court order made by a reciprocating state is when a certified copy is delivered to the Territory, will be considered a final order of the territorial court. By considering it a final order of a territorial court, we then, of course, may fall back on the Summary Convictions Ordinance to enforce that territorial court order. That is the object behind this particular section. It also allows all of our court orders to be sent to other jurisdictions and be considered provincial or state court orders and enforceable by their laws.

Mr. Fleming: Where a final order was made in the Territory before or after, is it possible that there could have been one made before? How far back before, do you know? How far back does this actually go?

Hon. Mr. Graham: Mr. Chairman, what we are talking here of is any maintenance orders that have been granted by the territorial court still in effect so if they had been granted five years ago and those maintenance orders are still in effect today, then the only thing that this Ordinance will do is enable us to collect back payments if they are necessary in some places.

These maintenance orders all have clauses in where, at some point in the future, they no longer have to be paid, like if the child reaches the age of 18 or the wife remarries or something to that effect. Basically what we are saying is that we are picking up every maintenance order issued in the past that has not yet come to an end.

Clause 3(3) agreed to

On Clause 3(4)

Clause 3(4) agreed to

On Clause 3(5)

Clause 3(5) agreed to

On Clause 3(6)

Clause 3(6) agreed to

On Clause 3(7)

Clause 3(7) agreed to

Clause 3 agreed to

On Clause 4(1)

Hon. Mr. Graham: Mr. Chairman, Section 4, in total, provides for

the making of provisional orders against people who are not normally resident in the Territory. This means that if the wife skipped out on the family and the husband would like her to pay support payments, a court order may be obtained by that person against his wife even though she is presently residing in the Province of B.C. say.

I might add, the object behind this is to hear the claimant's side of the story in a territorial court here in the Yukon and then to send that provisional Court Order to wherever the respondent lives and hear that respondent's claim in a Provincial Court in that jurisdiction.

Clause 4(1) agreed to

On Clause 4(2)

Clause 4(2) agreed to

On Clause 4(3)

Clause 4(3) agreed to

On Clause 4(4)

Clause 4(4) agreed to

On Clause 4(5)

Clause 4(5) agreed to

On Clause 4(6)

Clause 4(6) agreed to

Clause 4 agreed to

On Clause 5(1)

Mr. MacKay: I am sure the Minister has his Latin dictionary out and he is going to tell us what the true meaning of "affiliation" is.

Hon. Mr. Graham: They are talking here about parentage.

Mr. Penikett: Since Mr. MacKay has opened up the subject, Mr. Chairman, perhaps the Minister would be so good as to tell us the true meaning of "parentage".

Hon. Mr. Graham: Mr. Chairman, without going into a long involved discussion, I am naturally a shy, reserved person, Mr. Chairman, and besides the Minister of Health and Human Resources knows much more about the subject than I do, she has told me several times, Mr. Chairman, it is only where the question of the father of the child comes into the picture, that is all it talks about.

Clause 5(1) agreed to

On Clause 5(2)

Clause 5(2) agreed to

On Clause 5(3)

Clause 5(3) agreed to

Clause 5 agreed to

Mr. Chairman: I now declare a ten minute recess.

Recess

Mr. Chairman: I call Committee to order.

Before recess, we were discussing Bill Number 28, Reciprocal Enforcement of Maintenance Orders Ordinance. We had concluded Clause 5.

On Clause 6(1)

Clause 6(1) agreed to

On Clause 6(2)

Clause 6(2) agreed to

On Clause 6(3)

Clause 6(3) agreed to

On Clause 6(4)

Clause 6(4) agreed to

On Clause 6(5)

Clause 6(5) agreed to

On Clause 6(6)

Clause 6(6) agreed to

On Clause 6(7)

Clause 6(7) agreed to

On Clause 6(8)

Clause 6(8) agreed to

Clause 6 agreed to

On Clause 7(1)

Hon. Mr. Graham: Mr. Chairman, this provides for the proof of law in other places because the obligation of the respondent to support the claimant may depend upon the law of the Territory if the

respondent is resident here, but it also may depend on the law of the jurisdiction in which a respondent resides, if it is not the Territory. So basically what we are allowing here is for the law to apply in a reciprocating state and we, in the Territory, must be told what that law is so that we may respond.

Clause 7(1) agreed to

On Clause 7(2)

Clause 7(2) agreed to

On Clause 7(3)

Clause 7(3) agreed to

On Clause 7(4)

Clause 7(4) agreed to

On Clause 7(5)

Clause 7(5) agreed to

Clause 7 agreed to

On Clause 8(1)

Mr. Penikett: Mr. Chairman, what is a "rescission" - the second last line of the clause?

Hon. Mr. Graham: Mr. Chairman, what the section says is that any reciprocal orders may be varied or rescinded. "rescinded", you know what that means, taken back. It means a variation or taking back of registered orders.

Mr. Chairman: The Chair will wait until they give us the official Oxford version. We are diligently pursuing the subject.

Mr. Penikett: Mr. Chairman, we are prepared to take the Clerk's word for it.

Mr. Chairman: I have the definition here, "the action of cutting off"; number two, "the action of annulling or abrogating"; second part, "a thing being found damaged or sold at the above double the just value is a good cause of".

Mr. Penikett: Thank you, Mr. Chairman, I think a gentleman ought to recognize when that is happening to him and I think Oxford has clearly established that.

Mr. Chairman: Now that we have cleared that up, is there any other discussion on (1)?

Clause 8(1) agreed to

On Clause 8(2)

Clause 8(2) agreed to

On Clause 8(3)

Clause 8(3) agreed to

On Clause 8(4)

Clause 8(4) agreed to

On Clause 8(5)

Clause 8(5) agreed to

On Clause 8(6)

Clause 8(6) agreed to

On Clause 8(7)

Clause 8(7) agreed to

On Clause 8(8)

Clause 8(8) agreed to

Clause 8 agreed to

On Clause 9(1)

Clause 9(1) agreed to

Clause 9 agreed to

On Clause 10(1)

Clause 10(1) agreed to

On Clause 10(2)

Clause 10(2) agreed to

On Clause 10(3)

Clause 10(3) agreed to

On Clause 10(4)

Clause 10(4) agreed to

On Clause 10(5)

Clause 10(5) agreed to

On Clause 10(6)

Clause 10(6) agreed to

Clause 10 agreed to

On Clause 11(1)

Clause 11(1) agreed to

Clause 11 agreed to
 On Clause 12(1)
 Clause 12(1) agreed to
 On Clause 12(2)
 Clause 12(2) agreed to
 On Clause 12(3)
 Clause 12(3) agreed to

Hon. Mr. Graham: Mr. Chairman, I think I should just point out that Clause 12 is the major policy area that the Opposition has passed over totally and that is instead of encouraging claimants to hire lawyers in their jurisdictions, we are encouraging them to go through the Government of the Yukon Territory and we, in turn, will pursue the wrong-doers and the evaders of maintenance support orders ourselves at no expense to the claimant.

Mr. Penikett: Mr. Chairman, sounds like government interference in the free enterprise system as far as I am concerned. I think it is a fine thing, Mr. Chairman.

Clause 12 agreed to
 On Clause 13(1)
 Clause 13(1) agreed to
 On Clause 13(2)
 Clause 13(2) agreed to
 Clause 13 agreed to
 On Clause 14(1)
 Clause 14(1) agreed to
 On Clause 14(2)
 Clause 14(2) agreed to
 On Clause 14(3)
 Clause 14(3) agreed to
 Clause 14 agreed to
 On Clause 15(1)
 Clause 15(1) agreed to
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 Clause 15(2) agreed to
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 Clause 15(3) agreed to
 On Clause 15(4)
 Clause 15(4) agreed to
 Clause 15 agreed to
 On Clause 16(1)
 Clause 16(1) agreed to
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 Clause 22 agreed to
 On Clause 23(1)
 Clause 23(1) agreed to
 Clause 23 agreed to
 On Preamble
 Preamble agreed to
 On Title
 Title agreed to

Mr. Chairman: I now declare that Bill Number 28, Reciprocal Enforcement of Maintenance Orders Ordinance, has cleared Committee of the Whole.

Hon. Mr. Graham: Mr. Chairman, I move that you report Bill Number 28, Reciprocal Enforcement of Maintenance Orders Ordinance, out of Committee without amendment.

Mr. Chairman: It has been moved by Mr. Graham that I report Bill Number 28, Reciprocal Enforcement of Maintenance Orders Ordinance, without amendment.

Motion agreed to

Hon. Mr. Graham: Mr. Chairman, as I see that Bill Number 24, Perpetuities Ordinance, is next on the list and I would like to have a witness appear before the Legislature on this Bill, because I feel that, in fairness to the House, my limited explanations of some of the very technical sections would not be sufficient.

Unfortunately, my witness will not be in a position to attend until 7:30, he is tied up at a hearing and I just wonder if we should not, perhaps, have a recess now and consider this Bill at 7:30?

Mr. Chairman: There is a Member who is asking for a recess. Is it agreed that we recess until 7:30?

Some Members: Agreed.

Mr. Chairman: I declare that we recess until 7:30 this evening.
 Recess

The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in financial matters. The text outlines various methods for organizing and storing these records, including the use of digital databases and physical filing systems. It also highlights the need for regular audits and reviews to identify any discrepancies or errors in the data.

In addition, the document addresses the challenges associated with data security and privacy. It stresses the importance of implementing robust security measures to protect sensitive information from unauthorized access and theft. This includes the use of encryption, firewalls, and secure communication channels. The text also discusses the legal requirements for data protection and the potential consequences of non-compliance.

The second part of the document focuses on the role of technology in modern business operations. It explores the benefits of automation and artificial intelligence in streamlining processes and reducing costs. It also discusses the importance of staying up-to-date with the latest technological advancements and investing in research and development. The text provides examples of successful companies that have leveraged technology to gain a competitive edge in their respective markets.

Overall, the document provides a comprehensive overview of the key factors for success in today's business environment. It offers practical advice and insights that can be applied to a wide range of industries and organizations. The document is intended to serve as a valuable resource for anyone looking to improve their business performance and achieve long-term success.

The third part of the document delves into the topic of human resources and talent management. It discusses the importance of attracting, developing, and retaining top talent in a highly competitive market. The text outlines various strategies for recruitment, including the use of social media, job portals, and employee referrals. It also discusses the importance of providing ongoing training and development opportunities to help employees grow and advance in their careers.

In addition, the document addresses the challenges of managing a diverse and multicultural workforce. It stresses the importance of fostering a culture of inclusivity and respect, and providing support and resources for employees from different backgrounds. The text also discusses the importance of effective communication and collaboration in a global business environment.

The fourth part of the document focuses on the topic of financial management and budgeting. It discusses the importance of creating a realistic budget and monitoring expenses to ensure that the organization is operating within its financial means. The text outlines various techniques for cost reduction and revenue optimization, and provides examples of successful financial strategies used by leading companies.

Overall, the document provides a comprehensive overview of the key factors for success in today's business environment. It offers practical advice and insights that can be applied to a wide range of industries and organizations. The document is intended to serve as a valuable resource for anyone looking to improve their business performance and achieve long-term success.