

*Dairy Industry Act*

Mr. VENIOT: But I do not want it; I want to prevent that, because it is not sanitary, and I submit that the consumer is not being protected from that standpoint.

The CHAIRMAN: Shall the section carry?

Mr. CASGRAIN: No; we are waiting for the light.

Mr. ELLIOTT: What is the objection to having the clause cover what is intended?

Mr. WEIR (Melfort): The chief reason is that it would be impossible to enumerate everything that might be used as a package.

Mr. ELLIOTT: That is just the object that would be effected by the amendment I suggest. If you amended it so as to read: "Package means any box, paper wrapper, carton, and, without restricting the generality of the foregoing, any other covering or receptacle used for the packing of dairy produce," you would have the effect which the minister says he is aiming at. As it stands, either the Prime Minister or the Minister of Justice will say that that idea is not conveyed.

Mr. WEIR (Melfort): As the hon. member knows, this bill has been submitted to the Department of Justice. The subject matter of the bill comes under the Department of Agriculture: the drafting of it rests with the Department of Justice.

Mr. CASGRAIN: They can make mistakes too.

Mr. VENIOT: You cannot have regulations when you define by statute.

Mr. WEIR (Melfort): We might define the material but not the character of the package.

Mr. VENIOT: Seeing that there is quite a difference of opinion on this matter and that another clause of the bill stands, I suggest that this be allowed to stand also so that the minister might go into it and consider it seriously. I am in earnest about this matter. As a consumer I feel that I am not sufficiently protected by the bill. I do not want to obstruct it; I do not wish to take any conveniences away from the farmer or the dairyman, but as a consumer I claim that I have a perfect right to be protected and if I think I am not, I have a right to express my opinion. I would ask the minister to allow this clause to stand and to give it further consideration. He says that the bill has been drafted at different periods and perhaps the second part was drafted by a different individual from the one who drew up the first part. The individual who prepared the second

[Mr. R. Weir.]

part may have overlooked the definition of "package" in the first part and if the clause is reconsidered and revised, the minister can then come back to the committee and give us his studied opinion.

Mr. MOTHERWELL: Of course the agriculture committee is not infallible but while this description of "package" is marked "new," so far as I recollect the description is the same as it has always been for any of these commodities. Mention is made of a number of things and then the words "or any other," are added, because there is always some other. The technical, legal term as stated by the hon. member for West Middlesex is quite right, but this is the ordinary phraseology. The language of the section is for two classes: the language is primarily for the farmer and then when some difficulty occurs where the services of lawyers are required, maybe we should have another description.

Mr. VENIOT: What about the consumer?

Mr. MOTHERWELL: The consumer will have a lawyer to represent him.

Mr. VENIOT: Not at all.

Mr. MOTHERWELL: I have no objection to a second technical legal phraseology as suggested by the hon. member for West Middlesex. I have seen that kind of phraseology and have often wondered what it meant. We would always have to have a lawyer around to explain the meaning. But anyone would know what the definition in the bill means. Instead of reciting a hundred different kinds of packages, it recites a given number and then adds the words "or any other." That description of course may be wrong from the strictly legal standpoint, but it is intended for common, everyday people. We do not want to have to be running to lawyers all the time for interpretations of enactments; that is a luxury we cannot afford these days.

Mr. ELLIOTT: There is no doubt that if the bill is left as it is it does not convey what the minister intends it should—

Mr. WEIR (Melfort): It does.

Mr. ELLIOTT:—or what the ex-minister thinks it conveys. It will certainly have an interpretation from a lawyer before very long because it does not convey what it is intended it should. Following up what my hon. friend has said, I may say that the ex-Minister of Agriculture is quite wrong when he speaks of a description and a legal description. There is just the one legal description and that is not the one we do have here. I would say to him that the clause is improper as it is worded