

Mr. GRAY: Did you not express a view on page 2 of your brief, the third paragraph that there is ample provision in the farm products marketing act to permit satisfactory investigation of the financial responsibility of a processor? As you are no doubt aware, we had witnesses before us from all the provincial fruit and vegetable marketing boards and, on page 189, in response to a question by me, this was not possible at this time, in their view.

Mr. ROBINSON: I have referred, of course, in the brief, to the fact that under the farm marketing board the growers' representative is permitted to go in and examine books and if there is any reasonable doubt as to the integrity or status of that firm a licence can be withheld.

I have here in my hand copies of agreements for peas, tomatoes and other products under the Ontario board and I am sure that you are aware—I would be surprised if you are not—that there are provisions here in respect to what has been discussed. If I may, I will read the provision under "tomatoes":

Every processor shall pay to the grower the amount of the purchase price due and owing the grower for tomatoes delivered by the grower to the processor in each two weeks deliveries on the Friday of the week immediately following such two weeks period.

Each contract has definite clauses which does give, in my opinion—and, I will not say 100 per cent protection because nothing connected in business ever affords 100 per cent protection—reasonable protection.

In other words, if the grower does not make demands for his payment is he not a little lax in the very tools which have been put in his hands?

Mr. GRAY: What would the processor say to him if he asked for weekly payments?

Mr. ROBINSON: The processor would either have to pay him or he would be in trouble.

Mr. GRAY: Even if he was a smaller new man?

Mr. ROBINSON: This goes back again to faith in one another in the conducting of business. Now, faith sometimes can lead us down the garden path, but we all know these things are unfortunate and, as you know, they are not planned. We certainly would hate to see any grower hurt because of bankruptcy, and we are aware that it reflects on us; not only does it reflect on us, it hurts us. We do not like this any more than the grower does, but we feel there is a provision under the farm marketing act; perhaps it is not all being used as well as it might be or as fully, but these are things which we looked at and explored. I think this is much more practical for both the processor and the grower than any change in the Bankruptcy Act or Bank Act.

Mr. GRAY: How would greater licensing which you say is possible, help the growers of apples and potatoes who are not covered by the marketing boards in Ontario?

Mr. ROBINSON: This is true. There is a variation in marketing boards across Canada.

I am sorry we have not the witnesses from British Columbia and the Annapolis valley. However, there is no such thing as a processor going bankrupt in the Okanagan valley. Anyway, if a farmer has fruit the processor does not buy it from the farmer but from the farmer's agent. I believe this same thing applies here in Ontario in respect of asparagus. I do not believe in this case they make their payments direct to the farmers.

Mr. WHELAN: But this is a different thing because you can identify your fruit and asparagus. It is not processed to the same level. You are referring to the fresh markets.

Mr. ROBINSON: No, I am speaking of processed.