

1978, one will see that it is pretty clear what the Minister of Energy, Mines and Resources (Mr. Gillespie) was trying to do. He was attempting to say that this was a great commercial transaction which did not involve the government in any way. The answer he gave today cleared that up, but the question put by the hon. member for Halifax still stands and is before the House: whether the minister's answer to the question on November 13, 1978, misled the House, inadvertently perhaps, or whether it was incorrect in the terms set forth by the motion.

The matter is still open and not closed so neatly and nicely as the hon. government House leader attempted to do. There is always a liability upon the Government of Canada. Perhaps the event which activates the process to fulfil and complete it is something else, but the liability is there. The intent of the statute is there. This statute is no different from any other statute respecting Crown corporations. The denial or indication that the liability was not there was a misleading of the House of Commons.

Mr. Speaker: Order, please. I do not think I should reserve on this question any further. My difficulty remains a fundamental one. In the circumstances I am able to accept every argument put forward by the opposition members who have risen on this particular occasion, except the last one by the hon. member for Grenville-Carleton (Mr. Baker), indicating that the misleading occurred as a result of the minister's answer, and whether the misleading was inadvertent or not, whether a question of privilege is to be sustained. Of course, the difficulty I have is that that is not the case. In order to sustain a question of privilege, I have to find not only that members of the House have been misled by the answer, but that the attempt to mislead had been deliberate on the part of the minister.

As I have said before, and I will repeat again, when a minister rises after this kind of intervention on a question of privilege challenging the correctness of his answer, and indicates that upon reflection his answer was not correct, then he must indicate to the House that he unintentionally misled the House in the circumstances. However, when a minister, as both ministers have done in this case, returns to the point after an intervention on a question of privilege and says that he has checked his answer and now stands by it, procedurally the situation is a very difficult one, if not an impossible one for the Chair because I must not only find that the House has been misled but deliberately misled.

I accept the interventions of the hon. member for Halifax (Mr. Stanfield) and the hon. member for York-Simcoe (Mr. Stevens). The hon. member for Halifax prefaced his remarks by saying that in all of his years here perhaps this was the first occasion on which he was raising a question of privilege. If not, it is a rare occasion. He said he would only do it after very serious deliberation. Of course, I accept the hon. member's intervention, as I do that of the hon. member for York-Simcoe. When they tell the House that they were misled in the circumstances, I accept that. In order to find a question of privilege, however, I must go further than that. Not only must

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I find that they were misled, or the House was misled by the minister's answer, but that it was done intentionally.

Equally I accept what both ministers have told me, that in the circumstances and in good faith they addressed themselves to the question put on the record, and that in good faith they made answers at the time, which are now being criticized as incomplete, inaccurate, misleading, or something of that nature. Nevertheless, while I accept the word on one side of the House, I also accept the word on the other side. In the circumstances I am compelled to accept the word of members that they addressed themselves to the question, answered it, and upon reflection the answer was accurate and not intended to mislead. If the answer did mislead and obviously was not intentional, any misleading was accidental and not calculated to mislead hon. members or the House in general.

The procedural case is quite simple. Unless I am able to find a deliberate attempt to mislead, I cannot find a question of privilege. Since both ministers have indicated that they did not intentionally mislead the House in the circumstances, it is impossible for me to find that they had any intention to do so. While I am sure the disagreement will continue, on procedural grounds I cannot find a question of privilege.

MR. DICK—ANSWER GIVEN BY MINISTER OF STATE (FITNESS AND AMATEUR SPORT)

Mr. Paul Dick (Lanark-Renfrew-Carleton): Mr. Speaker, I rise on a separate question of privilege arising out of an answer given by the hon. Minister of State for Fitness and Amateur Sport (Mrs. Campagnolo). The minister indicated that she had responded to my question on an earlier occasion. I should like to put this matter on the record now, which is my first opportunity since the conclusion of the oral question period, so that the minister will be able to respond fully tomorrow, if that is her desire.

As reported at page 1010 of *Hansard* of November 10, 1978, I asked the minister if she would table two agreements. The first agreement was the one which Loto Canada made with General Instruments. The second agreement was the one Loto Canada made on behalf of the Government of Canada with the provinces, which got the provinces out of \$10-and-above games and the federal government out of \$9-and-below games. To be fair, Mr. Speaker, and I am not sure whether this was through inadvertence or otherwise, the minister was quite co-operative and indicated in her reply she would be pleased to table the document concerning the agreement with the provinces dealing with who will have the \$10-and-above games, and who is to have the \$9-and-below games. The minister subsequently did table that document, for which I am very appreciative.

● (1552)

In the second part of her reply the minister stated:

—I think that it would be more appropriate to consider tabling it when the final resolution of that contract is reached.