need to read that because that I have no problem with the fact that the objective to insert such an obligation in a lease is met by that wording. You will see the exact wording in a moment when you receive copies.

> Non compliance with the above-mentioned clause would trigger an event of default under the TC-LAA Lease.

That is the sanction.

> In order to enhance the position of the Landlord (the federal government) in the event that it may become necessary for the Landlord to seek an injunction against the LAA to enforce the above-mentioned clause, a consequential amendment to the Lease would be made thereto in order to include:
>
> (a) an acknowledgment and agreement that the covenants and agreements . . .

There is then legal language which I again say effectively meets the objective. It deals with an acknowledgment, as I say, that the covenants and agreements on the part of the LAA contained in the above-mentioned clause are unique and extraordinary. That I can tell you is a necessary sort of wording to support an injunction. Such strong wording would not be as necessary to support damages, but that kind of wording helps support an injunction.

> (b) a consent to an injunction being granted against it . . .

and so on. So it is very strong.

> The major difference in taking the contractual approach as opposed to the legislative approach is that I will become responsible for the enforcement of the above-mentioned clause.

"I" in this case means the Honourable Jean Corbeil.

> Please let me assure you that it is the legal opinion of Justice Canada that the validity of the above-mentioned clause, to the extent that it imposes upon the LAA contractual obligations only in respect of the Airport Undertaking, cannot be invalidated by any provincial language of work legislation as such provincial language of work legislation is inapplicable in respect of the Airport Undertaking.

That is a constitutional point.

> Provincial language of work legislation does reach the federal works, undertakings, services and business qua federal organization and, hence, is inapplicable to such federal works, airport undertakings (e.g. LAAs), services and businesses.
>
> As far as the other federal airports included in bilingual prescribed regions (see attached annex for the current list), I take the undertaking to review each airport transfer project and to include within the TC-LAA Lease the above-mentioned clause to continue to apply Parts V and VI of the **Official Languages Act** at those airports if and when they are leased to LAAs.

The next document is as referred to in the main letter, the regions referred to.

• (1650)

Senator Frith: In case I did not say so, the other letter was dated February 27, as is the letter from the Office of the Commissioner of Official Languages. It is to Jean Corbeil.

> "Dear Mr. Corbeil: This is in response to your letter addressed to the Commissioner on February 26, 1992."

We do not have that letter but we can certainly infer that it raised this proposal of contractual versus legislative sanctions.

> "As Dr. Goldbloom indicated to you in your recent meeting, he is currently in favor of the application of Parts V and VI of the *Official Languages Act* to local airport authority leases in prescribed regions.
>
> "It would have been preferable for such a provision to be included in the legislation to provide a continuing guarantee but I am confident that in the absence of such a provision Dr. Goldbloom would support an alternative measure such as that which you are proposing to introduce."

It is signed by Peter L. Rainboth. It does not say what his position is, but he is of the Office of the Commissioner of Official Languages.

Senator Lynch-Staunton: Deputy Commissioner.

Senator Frith: Honourable senators, I first want to congratulate the government for this initiative. It is an important step in remedying the weakness in the legislation on the subject dealt with in the amendment. But as I explained to Senator Murray, I am going to ask for a vote on the amendment for the following reasons.

First, I would have preferred—and this is a bit nitpicky, I accept, but I would have preferred to have had something directly from Dr. Goldbloom because when the history of this legislation and amendment is examined in the Senate, it will be found that there are direct statements from both Dr. Goldbloom and Mr. Fortier that they want legislation. And I have not had that corrected by Dr. Goldbloom, himself.

The second is that there is no question, I do not think anyone would argue with the fact, that legislation is a much stronger guarantee, a much stronger sanction than an undertaking by the Minister which, I want to make very clear, I accept fully. I also accept fully the undertaking of Mr. Loiselle. I make no suggestion of bad faith or lack of trustworthiness in their promises. It is just that they only can fulfil that personal undertaking. Subsequent ministers would not be bound. Subsequent governments would not be bound.

The legislation is the real guarantee. I remember someone telling me that they had once asked a very canny Scots businessman in Scotland any rules that he had for his great success in business. He answered, one is that when a man offers you his word or his bond, take his bond every time. I am not suggesting that I do not take the word of Mr. Loiselle and the word of Mr. Corbeil, because I do, without reservation, but in matters of this kind, there is nothing quite like legislation for the real guarantee. It binds subsequent, unless withdrawn, and cannot be changed by successors by simply withdrawing.