

Prairie Grain Advance Payments Act

was no reason for the shortage of government supporters; it was not their duty at that time to be in the House. The House did not meet on that day for the express reason of allowing committees to be manned so that bills and other matters before them could be dealt with. Apparently the committee did not deal with this particular clause in the way the minister wanted it dealt with.

Some hon. Members: Now, now.

Mr. Horner: I only regret that the minister, who appeared before the committee, could not be more influential with his colleagues. On page 41 of the committee proceedings the minister is reported as having said:

—I do not know that the words "of any kind" have any additional significance.

He went on to say:

My opinion is that the removal of those words would not change in any way the legal effect of the clause.

What has happened to the minister since that time? Did he not know the legislation when he presented it to the House? Was he neglectful of his duty? Was he not aware of what was in the bill?

An hon. Member: No.

Mr. Horner: Or was he attempting to hoodwink the committee into accepting his word that although flax, rapeseed and rye are included in the bill they will not be specifically affected until an Order in Council specifically brings them under the jurisdiction of the Canadian Wheat Board. I hope we obtain an answer. It is not good enough for committee members who have dealt with facts and examined witnesses to be presented with this situation.

Mr. Deputy Speaker: Order, please. I regret to interrupt the hon. member, but his time has expired.

Mr. A. P. Gleave (Saskatoon-Biggar): Mr. Speaker, I do not understand the purpose of the amendment and cannot understand the minister's reasons for bringing it forward. Clause 4(2) of the bill as amended in committee provides:

An application shall be verified by affidavit and shall include an authorization by the applicant stating that, where the applicant delivers and sells grain to the board on which an advance has been taken in a crop year under the permit book specified in the application or any permit book issued—

One would think this was sufficient security for the grain on which an advance had been taken. It is, of course, open to the Canadian Wheat Board to specify the kinds of grain on which an advance can be made. It can be clearly stated in the permit book on what grains an advance can be made. Once they are specified and set out, surely when the grower delivers the specified grain on which an advance has been made the elevator agent can proceed to collect whatever is set out in the act. He can collect the amount than properly can be deducted.

Why substitute for that idea the words, "grain of any kind to the board in a crop year"? I cannot understand it. It seems evident in the bill as amended in committee that the Canadian Wheat Board can say: Wheat, oats and

[M. Horner.]

barley are grains delivered to the board. If subsequently the act is changed to include rye, flaxseed or rapeseed as grains delivered to the board, then those will become grains on which an advance could be taken.

If the committee had been remiss in its responsibility there would be reason to correct what the committee did through an amendment in the House. The previous speaker said that witnesses were called before the committee. One witness from the Canadian Wheat Board testified briefly. Nevertheless, there existed the opportunity to obtain the evidence of such witnesses. I do not think enough explanation has been given to this House to justify the rejection of the committee's position. If decisions which committees make are to be so easily set aside, perhaps it is not worth the committee's while to go to all this work and trouble.

I think that the bill as amended sets out more specifically the obligations of the producer and the rights of the board. It sets out the obligation of the producer to pay and the right of the board to collect. That obligation is set out in a more specific way than is set out in the amendment. This type of obligation should be spelled out in detail. A cash advance is a contract between the producer and the Canadian Wheat Board, and the more explicit it is the better will be the relationship between the grower and the Wheat Board.

• (8:30 p.m.)

I do not think the proposed wording, "grain of any kind to the board in a crop year," and so on, makes for a clear and precise definition. The way the act was amended and reported to this House does this much better than the proposed amendment.

Mr. R. R. Southam (Qu'Appelle-Moose Mountain): Mr. Speaker, I do not like to let this opportunity pass without taking advantage of a few moments to express some of the concerns already expressed so eloquently by the hon. member for Crowfoot (Mr. Horner) with respect to the amendment introduced by the minister to Bill C-239.

I am not going to cover ground already on the record of the committee proceedings during study of this bill or the amendment which the hon. member for Mackenzie (Mr. Korchinski) introduced in the first place. What concerns me is what the minister is doing to the committee system. It seems to me that if we spend time reviewing legislation and bring in an amendment in the Standing Committee on Agriculture and a vote is taken, after thorough debate, which indicates that the majority support it, the minister is then reversing the process if he seeks a further amendment. This undermines the whole political fabric of the committee system. We should ponder what we are doing here. It confuses members of the committee and will confuse people who read the committee proceedings. They must wonder what we accomplish.

The hon. member for Crowfoot has elaborated on the concern felt by western members in particular with respect to this bill and the amendment introduced by the minister. Surely it is using the back door to bring into