

with them and yet other departments—I think the last one we had was in Halifax—right alongside were looking for a building at the same time. If this thing is going to be cleared up ever, I think one department should be looking after it and they should be knowledgeable enough to know the needs of other departments before terminating leases.

**The Chairman:** You are suggesting, Mr. Muir, that no federal government buildings be rented until they have been cleared through a co-ordinating office...

**Mr. Muir (Lisgar):** Exactly.

**The Chairman:** ... and everything should be funnelled through this office.

**Mr. Bigg:** The point I am trying to get at is this. The federal government is being asked here by a poor little company to help them out when they get into difficulty. This contract is too one-sided and I would suggest that when we enter into such contracts we tie up some of the loose ends. We are morally bound to pay something in this regard when we have a lease certain for 10 years, but surely we could protect ourselves to the extent that when we do get out we are not going to have to pay the full shot.

**Mr. Winch:** Why should a landlord collect a double rent?

**Mr. Stafford:** He did not collect a double rent.

Mr. Henderson, whether or not you have a release clause is it not correct that any lease depends on the original deal between the landlord and the person taking out the lease, and that it is obvious in most cases where those release clauses are not there you take the lease for so long. Is that not right?

**Mr. Henderson:** That is right, as I understand it.

**Mr. Bigg:** Suppose we got out after one year and there were still nine years to go.

**Mr. Stafford:** Well if you made a contract it is either up to you to release the place...

**Mr. Bigg:** I know that. I am a lawyer as well.

**Mr. Stafford:** Well then you had better start looking at your law books.

**Mr. Bigg:** I am a graduate of Toronto, by the way...

**The Chairman:** Order, order.

**Mr. Bigg:** ... and I know that if you get into a bad contract you are stuck with it, and the point I am trying to make is that we should protect ourselves before the fact and not afterwards.

**Mr. Stafford:** How are you going to do it if the landlord will not go along with it? You had better start finding out about this before you say there are lots of things wrong with it.

**Mr. Bigg:** I am not here to have any kind of a debate with Mr. Stafford, I am here to try to protect the public purse.

**An hon. Member:** Hear, hear.

**The Chairman:** That is right. We are all here for that purpose. Mr. Long, you wanted to make an observation, and then we will adjourn.

**Mr. Long:** Mr. Muir mentioned the Department of Public Works. They do look after government buildings that are not specialized and this would qualify as a specialized building. However they were consulted in this case but they were unable to assist. Of course, this was not another department that leased the building.

• 1200

**Mr. Bigg:** Might I ask who the landlord was in this particular case?

**The Chairman:** Mr. Long said that Public Works were informed and I think the question to ask him is: Did Public Works know that the Department of Manpower was looking for a building.

**Mr. Long:** The Department of Manpower was not looking for a building.

**The Chairman:** The Toronto Board of Education.

**Mr. Long:** It was the City of Toronto that was looking.

**Mr. Winch:** I am sorry. The Department of Manpower paid 75 per cent of the rent?

**The Chairman:** We buy the education.

**Mr. Stafford:** It is up to the Board of Education to decide when the lease is taken out. You must know that.

**Mr. Bigg:** Who was the landlord in this case, Mr. Chairman.