### Privilege-Mr. Shields

Hon. Barbara McDougall (Minister of Employment and Immigration): Mr. Speaker, we have always said that immigrants and refugees should have, and we have always made real efforts to provide, a fair hearing. The implications of this decision are still being examined by my Department and I will be getting back to the House with an answer as soon as we have gone through all the ramifications.

#### **ENERGY**

DEVELOPMENT OF HIBERNIA OILFIELD—STATEMENT OF PRINCIPLES

Mr. Steven W. Langdon (Essex—Windsor): Mr. Speaker, my question is directed to the Deputy Prime Minister and concerns the Hibernia Statement of Principles released today. This statement does not come into effect as a binding agreement until as late as March 31, 1989. That is after the trade deal will have come into effect if the Government is successful in its efforts.

My question is this. Is it because it comes into effect after the trade deal is in place that there is no binding commitment included in this statement with respect to performance requirements, Canadian content requirements, and the employment of Newfoundlanders on this project?

Hon. Don Mazankowski (Deputy Prime Minister and President of the Privy Council): Mr. Speaker, I should first point out that the document indicates that the binding agreement embodying the Statement of Principles would be implemented as expeditiously as possible, but in any event no later than March 31, 1989. It is anticipated that it will be done much sooner than that since most of the hurdles have been overcome.

The conditions with respect to employment are pretty clearly outlined, as is the degree to which this activity will take place using Canadian supplies. Something in the order of 45 per cent to 50 per cent of the total project will be Canadian supplied. As well, there will be 14,500 person-years of direct Canadian employment. Indirect and induced employment would raise the total impact on Canada to 47,000 person years, almost 35,000 for Newfoundland alone.

It is all contained in the documentation and I would recommend the Hon. Member read it in full because he will then get a clear picture of what the deal is all about.

# CANADIAN CONTENT—ABSENCE OF GUARANTEE

Mr. Steven W. Langdon (Essex—Windsor): Mr. Speaker, the document I have in front of me says the project owners estimate that two-thirds of total pre-production employment will be provided by Canadians. "Estimate"! There is absolutely no guarantee.

Can the Minister tell me why there is no guarantee, no commitment, no specific promise to this country and the people of Newfoundland with respect to Canadian content or employment? Is it not because we are unable to do that in the future under the trade deal?

Hon. Don Mazankowski (Deputy Prime Minister and President of the Privy Council): Mr. Speaker, the answer to that last question is no.

Mr. Speaker: I must advise Hon. Members that that concludes Question Period.

#### **PRIVILEGE**

HURTIG ENTERPRISES COURT ACTION—MR. SPEAKER'S RULING

Mr. Speaker: I want to bring to Hon. Member's attention a matter of some importance which was raised on Wednesday, May 4, 1988, by the Hon. Member for Athabasca (Mr. Shields), and commented upon by other Hon. Members on both sides of the House. On that day the Hon. Member raised a question of privilege alleging that his rights and privileges as a Member of the House had been breached as a result of a lawsuit commenced against himself and other parties.

## [Translation]

I have given this matter serious consideration and carefully reviewed the arguments offered by all the Hon. Members who participated in this discussion and I thank them for assisting the Chair. I have also consulted the relevant authors and precedents on the matter, and I am now prepared to make a determination on the question at issue.

#### [English]

For the benefit of Hon. Members and the public the Chair would like to summarize the facts as they were presented by the Hon. Member in his intervention. On October 14, 1987, the Hon. Member for Athabasca placed on the Order Paper Question No. 207, which reads as follows:

Since April 1968, have (a) grants (b) loans (c) loan guarantees (d) contracts been provided by the Government to Hurtig Publishers of Edmonton or other Hurtig enterprises and if so, how many and, in each case (i) on what date (ii) in what amount (iii) for what purpose?

In accordance with the rules of the House, the Government provided a written answer on January 27, 1988. Essentially, that answer indicated that certain government Departments and agencies granted various amounts of money to Hurtig Publishers Ltd. for the purposes of training programs, sales and marketing assistance, and feasibility studies, *inter alia*, as reported at page 15125 of *Hansard* for May 4, 1988.

At that point, so that everyone understands this, the Hon. Member had done what he was completely entitled to do. He