

when the minister made his statement, that at least some of the press of this country have taken notice of this subject. I want to read to the committee what they have said, because it bears out the very thing which I have been arguing here. I would take it that before the press made a statement such as this they would probably get some legal opinion on the matter.

Mr. HOWE: What press is my hon. friend quoting?

Mr. JOHNSTON: It is not the Social Credit press; it is the *Edmonton Journal*. I am sure the minister would not contradict the *Edmonton Journal*. In the *Edmonton Journal* of March 14, 1947, the following article appears, entitled:

One-Sided Agreement of Sale

Tenants of wartime houses would be well advised to have a lawyer approve the agreement of sale before they decide to purchase. After reading one of these documents, which set forth the terms under which the Central Housing and Mortgage Corporation will transfer one of the wartime housing dwellings to tenants, the impression is left that the crown company is taking no chances.

One clause, for instance, stipulates that, if any of the terms of the agreement are not carried out, the purchaser will give up possession "without any notice to quit and without the vendor bringing any action for ejection", and that the purchaser is to be "without any recourse whatsoever . . . either at law or in equity" against the vendor, for the recovery of any moneys paid. Further, it says that in the event of any breach of the agreement all payments already made "shall be retained by the vendor as and for liquidated damages and not as a penalty."

Another clause announces that in the event of any breach, "the purchaser shall forthwith become a mere trespasser upon every part of the said lands, and may be forcibly ejected therefrom by the vendor or his agents without any of them being in any way responsible for damages."

These clauses appear to the layman to be harsh and arbitrary. In excluding any appeal to the courts of the land, they violate one of the fundamental rights of a Canadian citizen. Although the vendor is a crown company, it cannot be allowed to set itself above the law.

To represent such a document as "Between His Majesty the King, in right of Canada", is to libel the crown itself. It has been charged that the bureaucratic mind is prone to arrogate to itself supreme power and authority. This agreement of sale certainly appears to be a manifestation of such a tendency.

I have just read that, Mr. Chairman, to show that some others are not quite in agreement with what the minister said. The minister went on to point out that the contract which he had referred to was different in each province. Last year I took particular pains to get one of these contracts. I wrote to the Central Mort-

gage and Housing Corporation for it, and this is their letter dated March 24, 1947:

Toronto, Ontario
159 Bay street

C. E. Johnston, M.P.,
Room 645,
House of Commons,
Ottawa, Ontario

Dear Mr. Johnston:

Following your request, we take pleasure in attaching hereto copy of the sales agreement as used for the sale of one of the houses built by Wartime Housing Limited.

It is not just in one province.

Mr. HOWE: This is only one unit; it must be in one province.

Mr. JOHNSTON: I continue with the letter:

This is a standard agreement and is used whether the purchaser is a veteran or a civilian.

Yours truly,

James A. Hall
Supervisor of Sales and Negotiations

I think I would be right in interpreting that to mean that this is a standard contract used all over.

Mr. HOWE: I assure my hon. friend that in the province of Quebec quite a different agreement is used from that of any other province. I believe it is called a hypothec.

Mr. JOHNSTON: I can only take the word of the Central Mortgage—

Mr. HOWE: You are adding a lot of words to the thing that are not in the letter of the Central Mortgage and Housing Corporation.

Mr. JOHNSTON: It says this is a standard agreement and is used whether the purchaser—

Mr. HOWE: My hon. friend is not asking questions; he is telling the world. Go ahead and tell the world, and I will not interrupt you

Mr. JOHNSTON: That is what I am doing, because I think the world should know it.

Mr. HOWE: I know it.

Mr. JOHNSTON: Even if the minister may be a little perturbed at the moment, he will probably see the logic of rectifying the mistake. I am not arguing here to be contrary to the minister's view. I am trying to put up an argument—

Mr. HOWE: You are trying to represent to the world that you know something about this situation, and I can assure you that you do not.

Mr. JOHNSTON: I beg your pardon?