

Prairie Grain Advance Payments Act

[English]

AFTER RECESS

The House resumed at 8 p.m.

GOVERNMENT ORDERS**PRAIRIE GRAIN ADVANCE PAYMENTS ACT****AMENDMENTS RESPECTING RATE PER BUSHEL, EMERGENCY PAYMENTS, EXTENSION OF APPLICATION TO RYE, FLAXSEED AND RAPESEED**

The House resumed consideration of Bill C-239, to amend the Prairie Grain Advance Payments Act, as reported (with amendments) from the Standing Committee on Agriculture.

Mr. J. H. Horner (Crowfoot): Mr. Speaker, before private members' hour at five o'clock I was dealing with the minister's amendment and the effect it has in directly reversing the wishes of the committee. I want to make abundantly clear that the bill, before it was amended and after receiving second reading in the House, was sent to committee and clause 4 subclause 2, line 34, at that time reads as follows:

—the applicant delivers and sells grain of any kind to the board in a crop year under the permit book specified in the application or any permit book—

The committee did two things to that particular sentence. First, it struck out the words "of any kind"; second, it added the words "on which an advance has been taken". In other words, the application shall be verified by affidavit and shall include an authorization by the applicant stating that 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. The applicant now applies for and receives an advance and must deliver grain of the kind specified in his application. What does this all mean? I spelled out clearly before supper that the removal of the three words "of any kind" makes no difference whatsoever. The minister, as recorded at the bottom of page 41 of *Minutes of Proceedings and Evidence* No. 53 of the Standing Committee on Agriculture, said:

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

So let us do away with the concept of the removal of the words "of any kind" being detrimental to the operation of the cash advance legislation. Let us consider the addition of the words "on which an advance has been taken". What is the true meaning of the addition of those words? As recorded at page 38 of the committee's proceedings, the mover of the amendment said:

I move that clause 4(2) be amended by striking out the words "to the board" and substituting therefor "on which an advance has been taken".

In the final drafting of the clause the words "to the board" were left in and the words "on which an advance

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was taken" were the only words added. The mover went on to say, as recorded at the top of page 39:

I feel that since an advance can only be taken on wheat, oats and barley, that this particular proposed subsection should apply only to those grains.

• (8:10 p.m.)

The mover, the hon. member for Mackenzie (Mr. Korchinski), said that he believed if someone takes out an advance, the form provided for the elevator agent should specify on what grains the advance can be taken and on what grains it can be repaid. In other words, if a farmer took out an advance on wheat, oats or barley he would have to repay it on wheat, oats or barley. As long as the affidavit the farmer signs states that the advance will be repaid in essence on those three grains, the hon. member for Mackenzie has no objection, as can be clearly seen from his comment as recorded at page 39 of committee proceedings No. 53 as follows:

I feel that since an advance can only be taken on wheat, oats and barley, that this particular proposed subsection should apply only to those grains. What I have therefore done is to confine your advance to those grains on which an advance can be taken, and worded the subsection in such a way that we remove "delivers and sells grain of any kind to the board," and substitute "on which an advance can be taken".

In the committee the minister acknowledged that to do away with "of any kind" makes no difference to the legal interpretation of the clause and the concept of adding the words "on which an advance can be taken" means that the act remains as it was in the past—in other words, that the advance could be taken on wheat, oats and barley. "Of any kind" was not included in the original act, and as recorded at the bottom of page 41 of the committee proceedings the minister stated clearly:

—I believe that the same effect would hold true, because the words "of any kind" did not appear in the previous act—

The words "of any kind" have not appeared in the legislation since it was enacted in 1957. Then why was the hon. member for Mackenzie concerned about the addition of "of any kind"? It was because this bill includes provisions covering rye, rapeseed and flax, and grains "of any kind" would include those three grains. The minister has assured the country that in no way will these three grains be taken into consideration by the Wheat Board except according to the expressed wishes of the producers of those grains. In respect of this amendment will he assure the House that the cash advance legislation will in no way be affected by the inclusion of the words "rye, flaxseed and rapeseed" in the bill? "Of any kind" does not imply those grains which are not under the jurisdiction of the Canadian Wheat Board.

What I am really saying is that the cash advance legislation will not be affected by rye, rapeseed and flaxseed until the majority of the producers of those grains have indicated that they want them brought under the Canadian Wheat Board. When they have indicated that they want them brought under the board then, and only then, will the cash advance legislation be drawn up or amended to apply to them. I am not sure of the number of the clause but I believe it is stipulated in