

Q. If he meets those conditions he could buy and then issue an interim cash ticket?—A. That is right.

Q. In respect of the statement this morning that this is not used now, because it was used when we had an older marketing system—A. Do not get confused on that, again. Now, under the circumstances that Mr. Vallance suggested, a man drives up to an elevator, and there is a dispute as to grade, they carry forward the provisions set out in regulation 18, the farmer wants an advance on his grain, and he can take it in the manner suggested here as the law, or, if he wishes, he can still take an interim cash ticket. But with the great majority of grain, he has only to wait three or four days for it, and at the end of that time he gets a settlement on a cash basis.

There is another place where they are still using it. Take, for instance, flax and rye. They are not controlled grains, and the cash ticket operates there if the farmer so wishes it. I want to say to you on the subject of the interim cash ticket, that the judgment in the Kreutzweiser case does not in any way limit the use of the interim cash ticket. If the elevator agent and the farmer are unable to agree as to the grade, the elevator agent says, "I will take it in, and we will send a sample down."

After all those conditions have been met, if the farmer wants an interim cash ticket, he is entitled to it.

Mr. ARGUE: I think we are making some progress now.

The CHAIRMAN: Just a moment. The Right Hon. Mr. Howe is here with us today and he would like to have fifteen minutes of our time before 1 o'clock.

Mr. ARGUE: Mr. Chairman, I would like to ask just one further question and then I shall sit down.

The CHAIRMAN: Very well.

*By Mr. Argue:*

Q. We have got the farmer with the interim cash ticket, as you said a few minutes ago. Then of course the elevator company would naturally be prepared to buy the grain once they had issued an interim cash ticket. That was the inference which I took, and that the law was not necessarily too clear. But if the elevator company showed its intention to purchase by issuing an interim cash ticket, surely they would have done so. Is not the interim cash ticket quite clear on this point when it says:

(3) Upon the receipt of the report of an inspecting officer under this Act as to the grade of the sample and the dockage therefrom, the interim ticket or receipt issued for the grain may be surrendered and there shall be issued in lieu thereof an ordinary ticket or receipt for grain of the grade reported by the inspecting officer subject to the dockage specified by him.

Isn't that the law?—A. Yes, that is the law.

The CHAIRMAN: Are you going to be very long?

The WITNESS: No. I think that the term "interim cash ticket" is a rather unfortunate term. What the interim cash ticket says is this, it is merely an advance on the purchase price; but the term is sometimes interpreted as meaning that the deal is completed. But all it is is an advance on the price that will be determined just as soon as the grade is determined and comes back from the chief grain inspector.

Mr. ARGUE: It makes a binding contract with the producer and with the elevator operator that will be dealt with and finalized when the official grade comes back, by issuing him an ordinary cash ticket.

The WITNESS: It is a sale.

Mr. HARRISON: We are glad you are satisfied.