

Western Grain Transportation Act

their intention was and, if so, let us tell them what it really is. They are playing around with the Wheat Board.

The Acting Speaker (Mr. Corbin): Is the House ready for the question?

Some Hon. Members: Question.

The Acting Speaker (Mr. Corbin): Is it the pleasure of the House to adopt the motion?

Some Hon. Members: Agreed.

Some Hon. Members: No.

The Acting Speaker (Mr. Corbin): All those in favour of the motion will please say yea.

Some Hon. Members: Yea.

The Acting Speaker (Mr. Corbin): All those opposed will please say nay.

Some Hon. Members: Nay.

The Acting Speaker (Mr. Corbin): In my opinion, the nays have it.

And more than five members having risen:

The Acting Speaker (Mr. Corbin): Pursuant to Standing Order 79(11), a recorded division on the proposed motion stands deferred.

Hon. Don Mazankowski (Vegreville) moved:

Motion No. 33

That Bill C-155 be amended in Clause 17 by striking out line 6 at page 8 and substituting the following therefor:

"(d) promote, and shall require, if necessary, reciprocal and other arrange-".

He said: Mr. Speaker, the purpose of the amendment is to strengthen the role of the Administrator to negotiate reciprocal arrangements between railroad companies. The important words are "to promote, and shall require, if necessary, reciprocal and other arrangements". The clause now simply states that the Administrator may "promote reciprocal and other arrangements between the railway companies to facilitate the efficient and reliable movement of grain for the purpose of maximizing returns to producers". The amendment would insert the words "promote, and shall require, if necessary, reciprocal and other arrangements". Again, the key words are "to promote a reliable, efficient and effective transportation system", but also in the interest of "maximizing returns to the producers".

I might point out that it was our Party that incorporated the word "reliable" and the phrase "for the purpose of maximizing returns to the producers". As I and other Hon. Members have pointed out previously, the mention of producers and the interests and concerns of producers was an absent entity in terms of the Bill. Therefore, this provision would put some teeth into the clause and give the Administrator the power to

demand, if it were necessary and in the best interests of maximizing returns to the producers, that he engage in reciprocal and other arrangements between the two railroad companies, or more railway companies if others are included in it. Therefore, it would be more than simply the persuasive powers that the Administrator now has under this clause if it were to remain as it is at present.

What are "reciprocal and other arrangements"? For the benefit of Hon. Members who did not sit during the course of the committee's legal counsel as "arrangements between railway companies", the most prominent type being that the railway of one company would operate over the lines of another company either for a temporary period or for the carriage of only one kind of traffic. He went on to point out that there are now occasions when there are voluntary reciprocal arrangements made, when there is a landslide or a rockslide, but there is really nothing to encourage the use of reciprocal arrangements, particularly when one can move grain more efficiently in a more cost-effective manner. What we tried to do in the course of the committee hearing was to try to determine what sort of powers this gave the Administrator, and we found that it was really nothing more than simple persuasion.

Therefore, concerning the clause, I asked a question of Mr., Thompson, the committee's legal counsel, in this way:

I am trying to relate this to the movement of grain, Mr. Thompson. If this objective were to be fulfilled, would it be fair to assume that possibly you could see CP trains running on CN track up to Churchill and CP trains running on CN track up to Prince Rupert? Is that really what would be envisioned in this?

Mr. Thompson replied as follows:

No, in this proposal here the verb is the word promote.

He pointed out, "That is not binding, of course." I went on to ask:

But assuming that the word promote were removed and something more in the form of a directive were put in . . . that you could see the kind of situation that I just described?

He responded by saying, "That is right". Therefore, I went on to say:

—the word promote really renders that clause meaningless, other than that one could go through the gestures of promoting without having any residual power to enforce it.

Mr. Thompson replied as follows:

I guess it would be understood that the administrator would promote measures to facilitate the efficient movement of grain and among those some might, under certain circumstances, be reciprocal on other arrangements between companies.

I do not think this clause is necessary. I do not think it does any harm but I do not think it is necessary, because surely this is part of the kind of work that the administrator would do anyway.

What our legal counsel said is that it is really a meaningless clause in its present form. It has no teeth and no clout. What we are trying to do again, in our commitment and our desire to ensure that we have an effective, efficient and reliable grain transportation system functioning in the best interests of the producers, is to give the Administrator the power to more than simply promote, even though the NDP believe that the Administrator is really a nonentity. If necessary, the railways should be required to engage in reciprocal arrangements.