

Mr. WHELAN: These are not processed apples to which you are referring. Asparagus, as a rule, goes in a freezer and is then packaged.

Mr. GRAY: Mr. Chairman, I would ask that Mr. Whelan await his turn as I would like to finish my questions.

Mr. ROBINSON: I hope you do not wear me out before his turn comes.

Mr. GRAY: I am sure Mr. Whelan will add a lot of useful information to the meeting by his questions. But, I take it from your last comment, sir, that you would agree with me when I suggest in every province of Canada there are great variations in what products are covered by what boards. As you know, some products are covered in Ontario and are not covered in another province, or vice versa, and some powers that are in effect in British Columbia by legislation may or may not exist in Ontario.

I want to direct your attention to a particular question, page 189. I asked Dr. Brown who brought the brief on behalf of the Ontario Growers Association this question:

They have no prelicensing powers; they do not operate any prelicensing or preselling?

The answer given by Mr. Brown was:

No. In connection with the licensing, may I ask Mr. Fisher to answer that because our association is not directly involved.

Then Mr. Brown made some comments, and ended up with saying:

We do not have the power to license.

I gather there is quite a sharp difference in point of view between your idea of what could be done in Ontario and what these people think.

Mr. ROBINSON: I see the point you are trying to establish here. I was here at the hearing when Mr. Brown and Mr. Fisher gave evidence. Possibly the answer is they are looking at the powers they have under their board and if they feel they need broader powers they can request them.

Mr. GRAY: Even with prelicensing is it not correct that if a fellow is licensed on January 1, with a guarantee as of September 1, his financial position must have deteriorated drastically by the time the crop was delivered.

Mr. ROBINSON: That is true. We recognize this. This could happen. But, let us take, for instance, the peas or beans that we are talking about. Suppose he is contracting in March for "X" acres. These peas are going to be harvested down in the Essex and Kent area in July. Now, he is certainly not going to wait until September and October to get his payment because under here he can go in two weeks afterwards and ask for payment, and if he does not get payment I would think something is going to start to happen.

Mr. GRAY: Well, why in Ontario has this problem arisen if all these people have the right to ask for such prompt payments?

Mr. ROBINSON: Why do they want the power to ask for it, you mean?

Mr. GRAY: Why do these people come here in support of Mr. Whelan's bill, saying it is needed if, through their contracts they are able to receive prompt payments? I will go further than this: if occasions have arisen in which farmers have not been paid for their entire crop or most of it why are these provisions in the contracts so useful?

Mr. LIMOGES (*Interpretation*): It may be because of those who have waited too long or who want to have a reasonable payment, whether they be paid once every week or once every two weeks, and if these people receive their payments every 15 days, let us say, I think they would not be satisfied with this procedure.