

EVENING SITTING

SPECIAL ORDER

COMMITTEE OF THE WHOLE

**Bill No. 87 — An Act respecting amendments to Certain  
Farm Income Insurance Legislation**

**Clause 1**

**Mr. Swenson:** — Thank you, Mr. Chairman. Well, Mr. Chairman, just before we broke for supper we were treated to a great long dissertation from the minister about everything and anything except what we've been asking questions about all day long. And I suspect, Mr. Chairman, that has something to do with the fact that the government has brought closure down on this opposition and they know full well that if the minister just stands up and makes political speeches that he won't have to answer any questions.

He won't have to talk about fairness and human dignity and those types of things because we've got this time limit imposed by the NDP (New Democratic Party) majority on us, and we can't force this minister to stay here and answer questions as has been the normal practice in this House.

I can think back to many instances where members of the opposition have held a minister for days on end trying to get answers in Committee of the Whole. But it's obvious that this exercise here, because it will be compressed into two days, that we simply have to rely upon the good wishes of the minister to give answers, not compel him to.

Now, Mr. Minister, you made some comments before supper about responsible actions and that type of thing, and as I refer you back to the young gentleman in Humboldt again, and he was basically saying that all of us as taxpayers shouldn't be responsible for the irresponsible promises that the NDP made before the last election — the very expensive promises that you promised to agriculture that the rest of us shouldn't be held accountable for.

Then afterwards you come forward with chopping the agricultural budget to pieces, and we come forward with this GRIP (gross revenue insurance program) legislation that not only changes the way that rural Saskatchewan dealt with itself and with the people surrounding it through contracts that has fundamentally altered some of the rights and freedoms that we've come to cherish in our province and our country . . . And I think I had left off by asking you, where in this particular piece of legislation that we have this impartiality, this judgement that would occur. And so far you've refused to answer that.

Now, Mr. Minister, you have said throughout this in your responses, the one answer that you seemed quite confident in giving is it's simply a matter of the deadline that we have here in question. And I don't believe that's the case, Mr. Minister. I believe there's more to it than even that.

So I would like you to tell me tonight as we start this evening off, I would like to have you give this Assembly a circumstance where you would foresee a contract holder under the 1992 GRIP being able to take you to court. Give me a circumstance where you think that could happen.

**Hon. Mr. Wiens:** — Mr. Chairman, if a farmer believed that the administrative agency, Crop Insurance Corporation, had improperly paid or inadequately paid an indemnity, the farmer could take the corporation to court.

**Mr. Swenson:** — Now let me get that straight, Mr. Minister. You're saying that if . . . remember, we're dealing with two separate programs here now, and as I understand it, crop insurance and revenue insurance are separate. What we're primarily dealing with in this particular Bill is revenue insurance. Is that correct?

Now I want a circumstance . . . You're saying an indemnity under revenue insurance that wasn't paid by the corporation to the farmer. Is that what you're saying would be the circumstances where you believe you could be taken to court?

**Hon. Mr. Wiens:** — To clarify for the member, this Bill does deal with both separate pieces of insurance, crop insurance and revenue insurance, and the answer to the question is yes.

**Mr. Swenson:** — So he could . . . he would have to go to court and prove that the Crop Insurance Corporation owed him an indemnity because of something in his contract, that he then could successfully take you to court and this legislation wouldn't negate it. Is that what you're saying?

**Hon. Mr. Wiens:** — Nothing has changed in that regard with respect to this legislation.

**Mr. Swenson:** — Well, Mr. Minister, what I'm trying to get at here, because you keep saying, well it's simply a matter that I notified them and the rest of you don't believe me, so we've got this point and date. But section 13 covers a lot more than that. And I would think, Mr. Minister, as I read section 13, and I'm going to want you to elaborate on this, that we're talking about:

(a) any amendment to contract of crop insurance;

(b) (This is an interesting one.) any term, condition, warranty, contract, promise, inducement, enticement, representation or other understanding that is collateral to or modifies, varies, qualifies or amends in any way a contract of crop insurance;

Now, Mr. Minister, we're simply talking about the date of March 15 that you neglected to handle in a proper way. What are the rest of the things that you neglected to do? Are we needing all of these particular words in here in order to cover your backside? So, Mr. Minister, could you give us a list of all the things that you didn't do that you need these words to cover off.

**Hon. Mr. Wiens:** — The provision is made with respect to the fact that in the 1991 year the intertwining of crop insurance and revenue insurance left a number of things uncertain. And as we described earlier with respect to the undefined nature of the commitment, this is left there for prevention of an action where something had not been clearly defined.

**Mr. Swenson:** — Well I suggest to you, Mr. Minister, it's not to prevent an action against a client. I think we're getting down to the nub of it now. What we've got here is we're demonstrably justifying the limits that you're imposing with this Bill. It's you who are being protected by this particular clause in 1991. And this is the whole point, Mr. Minister. You can do all of this to demonstrably justify taking away these rights. 1991 farmers could go to court with that program.

And you know that's the other funny thing about this, Mr. Minister. A court of law, a court of law is probably going to say in those cases, those three cases that are going to Queen's Bench, that there were contracts involved, would be my guess, or there would be no case. The three cases that are going to Queen's Bench court on the basis of '91 contract, a judge will have to judge on the basis of the contract signed.

Now all of a sudden we get the argument that there is no contract, that it's null and void in 1992. Mr. Minister says the contractee can sue me on one hand, and on the other he takes it away.

Mr. Minister, your Bill is full of those kind of inequities. And that's why I want you to show me, I want you to show me in this particular piece of legislation where an individual farmer can take you to that other area of arbitration that we're all guaranteed under the Charter of Rights and Freedoms, that impartial arbitration. Show me, Mr. Minister, in this particular piece of legislation.

**Hon. Mr. Wiens:** — I want to explain again that we have not said there was no contract. What we have said was that the contract that the members created last year when they created the program was ill-defined or impossible to define; that because the crop insurance and the revenue insurance were intertwined in last year's program, the description of the limits of where legal actions cannot occur are put in place to avoid that undefined realm that was there last year. There is no prevention.

It is by definition in our land that one has access to the courts. The legislation describes a circumstance where that has limitations. And the fact is that what the legislation does is defines that the contract in 1991 is as described in the pamphlet, to limit any belief or understanding that it might have been from a direct representation by a representative of the government, or by a crop insurance agent, or by an employee of the government, from which someone may argue that that was their contract, since the contract was not defined in law.

So that what we have provided in this legislation is a definition of that contract and a prevention of action against circumstances where the lack of definition of the contract might result in actions that would go on for ever.

**Mr. Swenson:** — Well, Mr. Minister, that simply doesn't wash, if three individuals can go into Queen's Bench basis the '91 contract. My understanding in courts of law is that a contract becomes law, and if it is suited to judge it will then be law.

Now, Mr. Minister, the clause doesn't talk about misunderstandings between farmers. These clauses all say, no action against the Crown or Crown agents, no action against the minister. We're not protecting farmers here, Mr. Minister. I mean, if we wanted to sweep with a broad brush here, the most that we could be protecting would be civil servants and yourself. But I don't think there's any of our civil servants that need protection. I think the only individual that needs protection is the one occupying the seat for Rosetown-Elrose. That's the only one that this is designed for.

I mean we could have substituted in here — no action against the member from Rosetown-Elrose in capacity as Minister of Agriculture. And we'd have covered off everyone that needed protecting. I mean if we're protecting the people, the 50,000-plus who signed last year and who signed again this year, then somewhere in here I would have seen that defined. But I don't. Not once does it talk about protecting farmers. Not once does it talk about protecting farm families. Not once does it talk about protecting the agreements that they've signed with other people, with banks, credit unions, their neighbours. I don't see any of it in here protecting them.

It simply always says, against the Crown. Well there's only one person, only one entity that we're protecting here then. And that's the whole series of questions, Mr. Minister. If we can sue under '91, everybody's rights are upheld, no charter problems. They go to court. They go to Queen's Bench. I suspect they'll go to motion for discovery. And the judge will say, we're going to have a trial or we aren't going to have a trial.

And under the '91 contract, the minister or anybody else could be called in, swear an affidavit, swear to tell the whole truth, nothing but the truth. And it would proceed.

Now I want to know, Mr. Minister, why it is that that doesn't apply to you, why that doesn't apply to this legislation, why you can't go into that court of law and swear to tell the whole truth and nothing but the truth, so help you God.

I want you to show me the section in here that protects farmers. The only person it protects, Mr. Minister, is you. And I think we're going to have a long night here until you can explain to the public of Saskatchewan why you should have that right and no one else should have it. You tell me, Mr. Minister, which section we're dealing with.

(1915)

**Hon. Mr. Wiens:** — Mr. Chairman, I think I've explained it several times, and I will explain it again. There is nothing in this Bill which limits or extinguishes actions except in the specific circumstances mentioned, with respect to the circumstances I have described before, in that the members opposite in last year creating the

program, created it without a definition of what a contract was. Therefore a contract can be anything. A contract can be any representation that was made by representatives of government.

You cannot find, Mr. Member from Thunder Creek, in your last year's program a definition of what the contract was. What there is, is a collection of things, one of which is a pamphlet that says on it "contract", but it is in no way limited to that. And there is no description in the Act last year of what constitutes a contract, which means that what a Crop Insurance agent may have said to a farmer could be . . . the government could be held accountable for that as being the contract.

This piece of legislation clearly defines what a contract is for the first time, clearly defines the terms of the contract, and does with respect to those changes in the program. Because there is no definition of a contract . . . says that actions cannot be taken with respect to those things that were not clarified last year.

**Mr. Swenson:** — Well, Mr. Minister, you're really stretching things now. I must have a dozen things in my life that are in . . . I have contracts with and I have insurance with, and I certainly don't need a Bill from you or anyone else to do those, to enter into those contracts — many of them private. I have insurance contracts with all sorts of people. I've even got my wife and my kids insured, Mr. Minister. But that doesn't take away my right to go to court.

Any of my other insurance — I've gone and checked — my house insurance, my farm insurance, the liability insurance that I have on my FCC (Farm Credit Corporation) mortgage that allows my wife to take FCC to court if there isn't an amicable settlement . . . I mean all the way through, the access to the court is there. We don't have to have this nonsense.

I mean all through here, Mr. Minister, we're covering a whole lot of ground. Section 10.1 is the same thing: "any term, condition, warranty, contract, promise, inducement, enticement, representation . . ." I mean it goes on and on all through here. We have done triple kill on this thing all the way through the Bill.

And I assert to you, Mr. Minister, it's for one reason and one reason only. It's called demonstrably justifying taking away the legal rights of people to go to court.

I mean, Mr. Minister, if . . . I want to propose this to you: if one of these current court cases involving the '91 program go forward, and they actually come to trial and there is a judgement given based on a '91 contract — a judgement based on a '91 contract, a contract which you are saying is now void back to the beginning of 1991 — if there's a judgement passed, what are you going to do about it, Mr. Minister? What are you going to do about it if the government is found at fault?

**Hon. Mr. Wiens:** — Mr. Chairman, I think I need to clarify one more time that this Act did not void any contracts, it defined the contract that members opposite did not define. The member gave a lengthy spiel about other kinds of insurance contracts that he is engaged in. Well,

Mr. Chairman, those other insurance contracts fall under the insurance Act. There are many provisions of the insurance Act that would prescribe the terms and conditions under which your insurance contract would exist.

The crop insurance program was defined in regulations. But unfortunately the last year's combination was not, and therefore we have created a piece of legislation which defines the new program, which defines what last year's program was, and which clarifies that for that undefined contract that the members opposite created last year, that there cannot be actions because of the circumstances that could not be clarified in that regard.

**Mr. Swenson:** — Well once again, Mr. Chairman, the minister wants to, I believe, mislead the people that are watching the Assembly tonight.

I have here the member from Kindersley's 1991 revenue insurance, and they call it a contract. It says: revenue insurance contract, terms and conditions. There's eight of them. And then you go a little further down here, you have to have a signed form that is request for change to contract. Request for change to contract, where the member had to go through and sign his John Henry on the line. I suspect there was quite a few dollars involved at risk here. And we changed the contract, signed by an agent of the Crown. I mean, it's not void, Mr. Minister, it's here, it's on paper, it's real, it occurred.

Terms and conditions, terms and conditions that the member from Kindersley, if the terms and conditions weren't lived up to, could have gone to a court of law and had his say, had his day in court, and he would have had opportunity for a judge and some of his peers to impartially decide on it.

So, Mr. Minister, it's real; it's not a figment of your imagination as much as you might like it to be. It's real, with certain rights attached to it. The rights attached to it as per the terms and conditions were taken by people and made fundamental decisions in their life, all sorts of decisions that they are now held accountable for. They are held accountable by our court system. They are held accountable by their neighbours. Some of these things were done with a handshake. And in some parts of our province a handshake still means something.

Now, Mr. Minister, they will be held accountable, as per this contract, that could be changed as per a contract can be changed. And now you're saying, as per this legislation, that you have no responsibility or liability at all attached to it. And I find that hard to believe.

And if you do believe that, Mr. Minister, that you do not have any responsibility then I say it is up to a third party to impartially judge that decision; that you don't have the right simply to come in here and ask the members of that very large caucus of yours to say that this didn't exist any more.

This particular piece of paper and 55,000 others like it played a very large role in the lives of that many families, and they abided by every last rule on here. And now you're saying that I don't have to abide by it at all. I can

bring in a piece of legislation that covers my backside from A to Z and I don't have to let a court determine about those other things, those other contracts that were entered into and the ramifications that they have, and I don't have to abide by that.

It's no darn wonder that those words of the member from Riversdale ring so hollow now. What are these new-found democrats who do this? What are these new-found democrats? Show me the clauses that give people back those rights.

**Hon. Mr. Wiens:** — Well the member opposite is engaging in a wonderful show of emotion. The fact is that the contract with respect to what farmers were covered for last year under the document the member is waving, in fact, they will by next February have received their final compensation under that contract as the member opposite knows.

The dilemma is that the very collection of information that the member opposite waves describes the dilemma with respect to the definition of the contract because while there is a piece of paper called . . . a pamphlet called a contract of crop insurance which is prescribed in regulation and therefore, had it been separate, is in legal form, there is no parallel, full definition of the contract of revenue insurance, another pamphlet just like the other one but with a different name on the front.

The contract of revenue insurance is not described anywhere in regulation so there is this piece of paper which is not prescribed in law that partially describes the contract, and then there is the piece that the member correctly waved around and said people signed, which they did, which partially describes the contract. And then there is this brochure that says, safety net programs: GRIP, gross revenue insurance; NISA, net income stabilization account, which was sent around, which partially describes the commitment. And then there were the meetings that members opposite held across the province describing what the program would be, which could be interpreted by farmers as describing the contract. And then there were the conversations and the discussions with however many crop insurance agents we have in the province. And then there were the discussions with the crop insurance offices across the province that farmers may have had conversations with. And none of that is described in legislation in terms of what, of that collection of things, describes the contract of the farmers with respect to revenue insurance.

So the purpose of the legislation is simply to clarify what was the contractual commitment. Otherwise there is an infinite variety of a mixture of these kinds of things based on the documents the member opposite waves that can collectively be the contract. And nobody can tell for sure what was the commitment of government. So we make that very clear. We clarify it in law and we clarify it for everybody's benefit because there's no sense going on leaving in doubt an absolutely undefinable mess.

**Mr. Swenson:** — Mr. Chairman, Mr. Minister, you didn't answer the question as usual — every time. I asked you, what is going to happen if those three that are currently before the courts . . . if this is judged as a contract by a

judge in Queen's Bench court and makes a ruling on it that holds the government liable, what are you going to do about it?

**Hon. Mr. Wiens:** — Well, as I understand legal process — and as I've said several times before, I'm no lawyer nor do I wish to become one — the farmer may continue with their actions in court. The Crown will bring in as their defence, the Act when it's passed. The farmer may challenge the Act for its constitutionality. If the Act is found to be unconstitutional, then the farmer may go back and continue their action in court. If they win the original case in court after that occurs, then they could sue the government for their loss as a result of changes. That's the process. All possible within law. All part of the way our legal system is constructed.

**Mr. Swenson:** — Mr. Minister, these three — and I don't know when they were instigated but I'm sure they were prior to the Melville court case which centred on some terms and conditions that you didn't live up to — these three could have been in place last year before Berny Wiens was even thought of. I mean . . . excuse me, Mr. Chairman, I retract that.

**The Chair:** — Order. Order. I think the member realizes the mistake he made and please carry on.

**Mr. Swenson:** — Before that member ever took his seat in this legislature. I mean when he was a hog farmer from Herschel — that's better, Mr. Chairman — hog farmer from Herschel, that these actions might have been started.

Now I say to you, Mr. Member, these aren't politically motivated individuals I would guess. I have no idea who they are even. You tell me there's three of them. Before you ever came along. Now the previous minister of Agriculture was quite prepared to have those three go to court and they'd do their thing.

Now what is it about this individual who says here are these actions, they were started a long time ago, we're going to come along but because we got a different Minister of Agriculture all of a sudden, no, you're out of there. You're out of there. We're going to bring this stuff in and make you go through the hoops and have a constitutional challenge, Mr. farmer, from wherever. Mr. Minister, is this your intention? I mean is that the way . . . Do you class that as fair treatment, Mr. Minister? Is that justice? Simple yes or no. You can stand up very quickly. Is that justice, yes or no?

(1930)

**Hon. Mr. Wiens:** — Well the justice, as I believe it's carried out in the Canadian justice system, is a justice that all of us continue to abide and enjoy and appreciate. And this is part of the justice system that we are engaged in and creating law and in the delivery of law. The circumstance that the court cases that are before us are very specific. And they relate to changes in the program, changes that are . . . there is, because of the circumstances I have already two or three times described, those are changes that are in that narrow area.

There is no cause for action, according to the Bill. But in many other areas of action, something that had been taken before the . . . that had taken the Crop Insurance Corporation to court before these changes is not influenced by this. The actions that are there presently are around the question of changes to the program.

The specific actions, as I understand them, relate to the date of notice. And as we've said, we've removed the notice requirement from the . . . in the process of constructing this Bill. And other court cases, I believe, relate to some of the specific changes. And within the federal-provincial agreement there is provision that the program changes can be made. Those program changes are provided for as a result of the federal-provincial agreement, in the same way that the members opposite signed the federal-provincial agreement on September 19 or 18 last year that was not in place before that. They signed it well after the fact, well after farmers had planted their crops, and seen their crops grow, and harvested their crops, and put them in the bin. Then the agreement was signed.

The provision is there for the federal-provincial agreement to be altered from time to time. And the response for farmers is that they can choose to opt out of the program, if they don't like the manner in which the program is altered by the federal-provincial agreement. But it doesn't stop the federal-provincial agreement from being changed. It's part of the definition of the program that in fact can . . . so that we can make changes in response to changing circumstances.

So those are the provisions that are within the federal-provincial agreement and we have made changes this year consistent with those provisions.

**Mr. Swenson:** — Well, Mr. Minister, that's a different answer than you gave me before. If one of those three court cases runs into any part of this, this legislation will override them. They won't get their day in court at all.

I mean you say here in section 5 that everyone who signed a:

. . . revenue insurance coverage beginning with the 1991-92 crop year and whose application is accepted by the corporation is deemed, on and from April 1, 1991, to have entered into a revenue insurance contract . . .

Entered into a revenue insurance contract — this. This is what they entered into.

Now based on those contracts, these individuals have obviously gone to court. Yet in other sections of this Bill you're saying that's void back to January 1, '91. I mean you've got different dates in here supposedly to handle different circumstances where someone might want to get you in a court room.

The simple fact is, Mr. Minister, last year they felt quite comfortable with the contract they had signed, a contract that I attest to you will be judged to be a valid contract in a court of law. And now one answer you tell me that they will have those rights extinguished even though the

action began before your time. And now you're saying they're going to go through. And I'd like a more definitive answer on that, Mr. Minister.

**Hon. Mr. Wiens:** — Well I don't know if I'm misunderstanding the question, but I believe the comments the member opposite is suggesting, that in fact that a farmer's provisions relative to his rights for compensation, that that's not an action that he can take against the corporation.

Well it's clear that the farmers last year, their program has been fulfilled. It will have been fulfilled when they get their last payment. And the program this year, and I'm sure farmers have no doubt of that, that according to the program definition as described on March 13 and as they came to understand and sign on to or sign out of in the next couple of months after that, I'm sure farmers know that they will be compensated according to the provisions that they were given to understand were in the GRIP and Crop Insurance program for 1992. And they will in time, according to the conditions of the contract and the federal-provincial agreement, be paid those amounts. And if they were not, that they could take the corporation to court.

I think there is confusion about that question relative to the question of simply the changes to the contract. The limitation is on actions directly and narrowly to the changes in the contract, not to the rights of the farmer under the contract.

**Mr. Swenson:** — Well once again, Mr. Minister, your happy little Bill seems to cover off far more than what you say. I mean we got to go here to . . . we go to section 14:

'cause of action' means any claim, cause of action, suit, debt, account, demand, claim for damage, loss, cost, expense or interest, of any nature, whether arising in or imposed by law, equity, statute or otherwise and includes any judgment or order of a court;

I mean there's not a whole lot left, Mr. Minister. There's not a whole lot left for anyone in our society in this province left to have a go at you. You pretty well got her covered here from A to Z.

I mean I'm not going to pre-suppose what that court, what those Queen's Bench judges are going to do with those three particular court dates any more than you can tell me what the price of grain's going to be next year. I mean you're going on about how wonderful your changes are and how they got a contract that means something to them now, that they've got something that's worthwhile. For last year, the bankers all said yes, this one's bankable because I know what's coming down the pipe.

And I got one in '92. And the minister can't tell me what '93 GRIP looks like and he can't tell me what the price of grain is going to be. And if he can, he better darn well put it on the record here tonight. Because if he can tell me what the price of grain's going to be, then we can hold him to it. And then I got a contract in '92 that's as bankable as the one in '91. But if he can't tell me what that price is, then I've got an open-ended contract.

I got the same piece of paper, the same colour, that says terms and conditions on the back of it, just like I had last year and I, the applicant, understand. And unless the minister can tell me what the price of grain is, this contract isn't any more beneficial to me than the paper it's printed on actually, as far as being a better contract than what I had last year. Now you can give a guess but you don't know. The pooling accounts don't close off till August, September of '93. And the minister knows that.

Mr. Minister, I want to go back to the fact that because this contract isn't bankable, that it fundamentally changed the lives of a lot of people who went out and made other contractual arrangements, will you not at least admit that there are going to be people out there that are going to suffer not only financial, but I say to you, Mr. Minister, they're going to suffer mentally. Their families are going to suffer. There are going to be lots of people put in situations that will be very, very uncomfortable, Mr. Minister, because of these changes.

Don't you think at least those people, those people that have gone out and signed mortgages and that type of thing should have recourse through the court system? I mean I guess it's fine for folks like me that didn't go out and do a whole bunch of new things. I can suck it up and handle it. But at least those people that had to go out and make other arrangements, won't you at least give them their day in court if they want it?

I mean, Mr. Minister, it's not too late. We can amend this Bill. You can introduce a House amendment in this piece of legislation that says we don't intend to harm third-party arrangements that were made basis to 1991-92 contract year. We fully recognize that commitments were made and we're not here to deny the people their rights. I mean, Mr. Minister, we'll always argue about March 15, but at least you could do that for people that have gone out and made other contractual arrangements.

**Hon. Mr. Wiens:** — The member opposite is . . . maybe I can explain it more clearly, because I believe the member opposite is either not fully understanding what is happening in this legislation or is over . . . or differently representing it from what it does.

The piece from which the member read, with respect to cause of action, is a definition of what cause of action is. The use of cause of action then in the Bill is very specific with respect to matters around notice and with respect to some provisions around change. It is not any kind of extinguishment of contract. This Act defines the program for 1991 because it was never defined and this Act defines the . . .

**The Chair:** — Order. I'm having a little difficulty hearing the minister and I'd ask the members to co-operate by just giving a little more silence so the minister can be heard.

**Hon. Mr. Wiens:** — The Act defines the contract for 1991 because it never was defined. And the Act defines the contract for 1992, and collectively with the regulations will fully describe the program for the first time.

Now the member suggests that this program is not

bankable. This program is very bankable. This program . . . in fact the crop insurance payments may be received earlier under this program than they were on the other ones with respect to cash flow. The farmers know that in their worst cropping circumstances they are guaranteed the percentage they chose for crop insurance coverage, which could range from 50 to 80 per cent, for their long-term individual yield. They know that.

They also know that between the market-place and the program, they are guaranteed a price which represents the collection of IMAPs (indexed moving average price) for the crops grown in their area. There is an estimate of that amount that's put out in spring that will be close; but then when acreage adjustments are made that would be more clearly defined. And that is known.

And we met with financial institutions because the claim that the members opposite are making now was made repeatedly by colleagues of theirs. So we met with the financial institutions a number of times who confirmed and reaffirmed and reaffirmed that it was bankable, that last year about 9 per cent of clients had used a GRIP assignment for credit. And I don't know what the number is this year, but I suspect it's at least that high. So it's as bankable as it ever was. The numbers may be different, but it is bankable.

With respect to the 1991 contract, GRIP by definition, the federal-provincial agreement, is what makes the dollars coming out of the program undefinable. You may be aware, you should be aware, that when farmers were receiving their payments in spring, there was a great deal of anger because some farmers got bills instead of cheques. Now the member opposite says you cannot define what kind of money is coming out of the program. You could not define the kind of money coming out of the program last year. Estimates were made and initial payments were paid and then it was believed in spring that those payments were excessive.

(1945)

So under the rules of the federal-provincial agreement, some farmers received bills, substantial bills, and they were quite upset about that — that had everything to do with the design of the program. Now those farmers may next year, a year from now, next January or February, they may get more money or they may get another bill, who knows? Because it's completely related to the nature of the design of your program last year, because what was guaranteed was a minimum level of dollars between the market-place and the program.

That is also true in the revenue insurance program this year. There's a defined level of support. If there's less coming from the market-place, there's more coming from the program. So nothing has changed. So one shouldn't talk about that at great length from the other side.

With respect to what the 1993-94 contract will look like, my hope is that it will respond to the consultation with farmers that will be held beginning soon. That farmers will again have a chance to come and look at the program and again say what kinds of things . . . what kinds of changes should be made. And then changes will be

introduced that are within the realms that seem acceptable. One thing that I think farmers want is they don't want to see a lot more change. Farmers are tired of changes. But farmers will be again describing what their wishes are for a program when they meet this fall.

But we have to remember, that is within a federal-provincial agreement that limits the scope of what can happen. The federal-provincial agreement says the compensation has to be done on the basis of a 15-year moving average. That's what the federal-provincial agreement says. The farmers don't like it but the farmers can't change it. The only people that can change it are the federal government with the provinces. And there has to be broad provincial support and the federal will to do it.

The dollars will change next year. Wheat, sure as shootin', will go from 4.07 to 3.86. That's what the program says. That's the way it's designed. We delayed the slide one year. So 3.86 it will be next year. Farmers don't like it. Farmers are going to experience a lot of financial pain as a result. But there's no contract broken. The fact is that's how the program defines that there will be that kind of hurt. The program defines that that's the inadequate level of support farmers will be getting. That's what's defined in the program, in the federal-provincial agreement, about none of which the farmers had anything to say. That contract, that federal-provincial agreement, was signed by the members opposite last year. That's the nature of the program. Now the . . .

**An Hon. Member:** — It went down this year because the price of wheat in 1977 went down. That's the reason why it went down, and the input costs went down too. That's the reason it went down.

**Hon. Mr. Wiens:** — The member opposite from Morse is adding input to the discussion here from his seat. He says it went down because the cost of production went down. Well you talk about farmer input, I'd invite you to go get a whole conglomerate of farmers who would agree with you. I believe the explanation is, I believe the accurate explanation is, that when the program was constructed, \$4.15 was promised, but when the calculations were made on the basis of which the \$4.15 was promised, they found that 4.15 wasn't the number that the calculations that were agreed upon delivered at all. It was 4.07.

That's what happened last year. Because all that happened this year is that the slide in prices was just delayed by one year. That's all that was done this year, that the slide in prices was delayed by one year. The next year, the slide that would have happened this year will happen. Those are the facts for the benefit of the member opposite.

Now the members opposite talk about people hurting relative to programs. I do not quarrel from one ounce, one ounce with the contention that people are hurting. There are many, many farmers hurting in Saskatchewan. I know of no farmer who signed up for GRIP 1991 who was not told that he had to sign up for GRIP 1991 if he wanted to get third line of defence funding from the federal government. I know of not one. If you can find me one, bring him to us and we'll find him.

There is not one farmer in Saskatchewan and I don't know of the other provinces but one message was clear when people were signing up for 1991 GRIP, that if you ever want another penny of federal money in special assistance in tough times, you better sign up for GRIP 1991. We'll have a gun to your head and you want federal assistance, you better sign up.

Well farmers signed up, farmers signed up and there is financial hurt because even though that was the reason they signed up the federal government has not come through. Farmers are very, very short of money. The third line of defence that farmers signed up for has not been delivered and farmers have a right to it because that was the deal. The deal was farmers put their money in, the province puts their money in, and when that wasn't enough the federal government would make their special recognition.

Now I just want to end by making one more point. The member from Thunder Creek's last point was that we should want now to amend the Bill. And in the same breath he says we know we've talked a lot about March 15 and the importance of that but let's amend the Bill on August 20 anyway. Well the member opposite ought to know that amending the provisions of the contract on August 15, legal or illegal, would be completely contrary to the will of the agricultural sector.

Because what in fact does it say? It says I made my farming decisions based on the commitments made on March 13, and now you're going to change the nature of the provisions. It's simply not fair and we wouldn't do it and for that reason the member opposite knows we wouldn't do it and he's asking us to do something he himself I'm sure would not do.

**Mr. Swenson:** — Well, Mr. Minister, once again we don't want to answer any questions. You know darn well, I mean this is sheer, sheer bunk that you perpetrate in this Assembly and I can't think of any kinder way to put it. I've always been able to take my Crop Insurance contract into the banker and it's varied on the percentage of whatever that is. Some years you had 70 per cent and some years . . . last year you had 100 per cent, this year you're going to get 80 per cent. That always was bankable. Yet you stand up here and you try and make the folks believe that you've got something brand-new here for the people. And that's sheer garbage.

And you can't tell me what the price of wheat is, therefore you can't tell me what your revenue insurance for '92-93 is going to be at the end of the year. You don't have a clue. You can have that market-place moving up and down and you can't do it. If you could, I don't think you'd be sitting in here; you'd probably have a seat on the Winnipeg Grain Exchange or something.

Mr. Minister, you know, as every farmer in this province knows, when those commitments were made last year that FSAM1, FSAM2, the changes on NISA and the federal portion on the revenue insurance in that particular year all happened. Now they didn't happen as fast as some of us would have liked, but the fact is they happened. So don't try and let on in this Assembly that nothing transpired after that. Those four at least, were there.

Now what we're talking about here is what you're trying to do in this particular year to people who have particularly made other contractual arrangements, legally binding contractual arrangements. And those are the ones I was talking about.

The bigger questions are still in this Bill. But there are people that they can come forward and prove that they signed other contractual arrangements based on '91. I would have thought that you would at least have some consideration for them instead of saying, well I've got it all covered off here. It doesn't matter what happens to you. You can go by the wayside. There'll be adjustments.

It's like you told the young fellow the other night, well I guess there'll be adjustments in the hog industry. I mean beyond some budgetary savings here that the Minister of Finance won, is the other plan here to sort of reduce the population in rural Saskatchewan? Is that what we're about when we're telling people, well there'll be adjustments? Because that's what you're going to get out of it — adjustments to Calgary; adjustments out of here. We've got a government that won't live up to contracts. Every time they get a little more time they prove that to us over and over again.

Mr. Minister, I would suggest to you that in '93-94 there will be a change to the GRIP program and every farmer that's signed on, you're right, knew that there was the possibility of changes, but they also had those provisions on fair notice built into it so that they could plan their life. They never thought they'd run into a minister that quite simply ignored . . . or at the worst said, well don't worry about that folks, I'll get around it somehow — in his words — when problems were presented to him.

I wonder what a judge would do with that statement, well I'll get around it somehow. I suspect that's why we've got the legislation designed the way it is, so that we wouldn't have somebody to have to get on a stand and say, well we'll get around it somehow. I don't suspect that kind of verbiage does well in a court of law.

Well anyway, Mr. Minister, I suspect that we're going to have changes in '93-94. Because if this program is going to continue, it has to be Canada-wide. And I don't think we're going to have the Manitoba farmers and the Alberta farmers operating under a different circumstance than the Saskatchewan farmers. The federal government can't allow that to happen. They can't let you just ride roughshod any time you feel like it. They can't let you just go out and willy-nilly start changing the law. Federal governments can't do that.

There's going to have to be some uniformity in the Prairies. We all grow the same crops. We do the same things. We borrow money from the same bankers. And I don't think for a minute that come '93-94 that you're going to have the federal government allow this program to be different in Alberta, and different in Saskatchewan, and different in Manitoba. Because that's what you got right now.

If there was a third line defence payment triggered, Mr. Minister, they would get exactly the same as we would.

Every last one of them would get that third line of defence based on their acreage, or based on the crops they grew, based on the contract that they signed. And it would be a different payment than we get in Saskatchewan. And that's the reality of it.

Now I want to know this. If we've got a change in '93-94, are you going to come back into this legislature and rescind this odious piece of stuff, because we're into another contract? Are you going to rescind this and get this smelly piece of legislation off the books of this province? Could you at least give us that commitment, Mr. Minister.

**Hon. Mr. Wiens:** — Mr. Chairman, the member opposite continues to attempt to indicate that he still does not understand the 1991 GRIP program or the 1992 revenue insurance program, in his opening remarks. The member opposite makes the contention that somehow he knew differently in 1991 what the revenue insurance payment would be than he knows in 1992.

Well the fact is that both payments were highly dependent on the market price of grains. And the member opposite is aware of that. And the member opposite is sitting there laughing about it and saying, how nice it is that I can sit here and laugh about it after I made a very serious speech about it. The fact is, the member opposite knows that in both 1991 and 1992, the program was defined . . . the payment was dependent on the market price. And that's what it was supposed to be.

It was attempting to guarantee a certain level of pricing for a product. The fact is that the committee that examined the program decided that the way in which that guarantee was offered in 1991 clearly gave farmers the need to look at the program to decide what they were going to do on their farms as opposed to looking at their farming operations. But surely the member opposite will stop pretending that he does not know that the level of revenue insurance payments in both years, under both programs, were dependent on the market price. Surely he knows that.

The member opposite talks about payments made by the federal government. Yes, the federal government has made some payments but the federal government has not yet made a payment for shortfalls in 1991. The federal government has not yet made payments to respond to the shortfall in money for 1990. They still are \$500 million short in Canada, and farmers are still waiting for that money that their own committee identified last year to be a shortfall for the 1990 year.

The fact is that what's real for farmers is that they are short of money, that they are short of money for the reason of international trading circumstances that they have been asked to help fund in terms of the trade war. They've been asked to help fund the trade war against the United States and the trade war against the European Community, and now the members opposite would suggest that they should fund more of this war, that their friends in Ottawa should not come forward to their commitment.

(2000)



Well there clearly is a financial crisis in the Saskatchewan farming industry, and it is clearly because the federal government has not met their part of the obligation, the obligation that the members opposite touted in every town hall meeting they were at when farmers signed up for the 1991 GRIP program — meeting after meeting after meeting after meeting. The members opposite, as they went to them, said, if you don't sign up for GRIP 1991, you are not going to get any more federal third line of defence. That was the contention across Saskatchewan, across the province for the whole period of time that the marketing of the program was going on.

The fact is that the changes to the program that have been proposed by the committee of farmers are provided for in the federal-provincial agreement. The members opposite say that somehow, because there is a change in this Act relative to the notice that must be given, that somehow farmers' rights are extinguished. Well the members opposite need to know that the federal-provincial agreement could be altered tomorrow without Saskatchewan support, in some areas, and could leave Saskatchewan dependent on the outcome of that, which would leave us in no position to give the notice the members opposite believe should be offered.

The members opposite need to be aware that the provisions for change within the 1991 program description were inconsistent because two pieces were brought together. They were also inconsistent because it was impossible to define what it was one was trying to change. And the members opposite continue to heckle and continue to point their fingers into the air. But the fact is, those are the facts.

The fact is that there wasn't adequate definition of the program last year. And the notice provisions were disrespected annually by the members opposite because they didn't believe they were important.

Well they are impractical and impossible to live with within the marriage of the two programs, and therefore the new description of the program requirements are that farmers be given notice as soon as changes are known. And they will be. And they will be involved in discussion.

And every rational being knows that no government is going to make changes to a program in July when it has to do with the spring seeding for farmers in spring. And we will bring those changes forward as a result of mutual discussions and mutual agreements as we did this year. And farm programs will continue to be guided by the advice farmers give us.

**Mr. Muirhead:** — Thank you, Mr. Chairman. Mr. Chairman, Mr. Minister, I've been observing this Committee of the Whole on this here Bill since 2:30 this afternoon — two and a half hours this afternoon, another hour tonight. I've witnessed something that I'm not really too pleased with . . . Oh, another three hours this morning. Sorry, Mr. Chairman, Mr. Minister.

The member from Morse asked you a question at 9 o'clock this morning and that hasn't been answered yet. Because you've just been going all day and making speeches. I've never seen anything like it — for two and a

half hours, Mr. Minister. I've never seen this happen in committee. But if it did happen, we'd always have lots of time to come back because we could hold you another day and another day and another day.

And I watched at 20 to 5 tonight when the member from Thunder Creek asked you a question. And you got up and you talked the clock out till 5 o'clock. Now that's not a right and proper thing to do when you know that we've got a closure on and we have got 18 hours, and you've got it in your mind if you could talk about 12 of those, we can't ask many questions.

But just before the closing hour, Mr. Chairman, Mr. Minister, I got up on a point of order and said I'd like to have the minister talk some sense. Then I said to the House Leader, take that man out to supper and teach him a little bit about politics and how you handle yourself in the House. And I was very pleased, Mr. Minister, that worked, because for exactly one hour you were at least attempting to try to answer questions, but you were attempting without the political rhetoric.

And then at the last question, you couldn't control yourself, Mr. Minister, the way you went into your political rhetoric. We have only got till 11 o'clock tomorrow night. And if you're going to keep this up, I'll tell you, you're going to talk for 12 hours and we only get about 6 in, you're going to be one tired minister. But it wouldn't be so bad, Mr. Minister, if you were saying something with some common sense. You have said . . . I've got a lot of things we're going to get into, Mr. Minister, but I wrote down just a few comments that what you've been saying.

Just before supper, you said to the . . . (inaudible interjection) . . . The member from Churchill Downs, I wish to goodness that farmer would get into this debate. I wish he'd get up. He's a lawyer. He could soon straighten out the mistake this department's making. He knows that it's absolutely unconstitutional what they're doing. He knows that they broke a contract on 50 or 60,000 farmers.

The member from Churchill Downs knows right well, that what my son said to me tonight at supper time, when I said, these guys have robbed more farmers in this last few months and going to in this crop year than Jesse and Frank James did in their entire career, and my son said, please don't compare this government to my friends, Jesse and Frank James.

As long as I can keep from getting comments from the member from Churchill Downs, we will do not too bad. But you said to the member from Thunder Creek, prior to supper time, that we — the Conservative caucus here — are misrepresenting the farmers and the public. You said that.

**Some Hon. Members:** Hear, hear!

**Mr. Muirhead:** — I'm glad that you all clapped because now I thought there was only the front row that was in on this here gerrymandering that's been happening here, but now they're all in it. They're all against farmers because we are speaking on behalf of the farmers of Saskatchewan. And what, Mr. Minister, have you got

against the PC (Progressive Conservative) caucus and all the farmers in Saskatchewan?

All we're doing . . . You'll get a chance to answer because . . . and then when you get up, Mr. Minister, you don't need to get into political rhetoric because you said enough for about seven hours today, that my little political rhetoric won't amount to nothing because you've already answered me a long time ago.

Mr. Minister, the farmers in the province of Saskatchewan have been betrayed. You have betrayed every farmer in this province, whether they . . . Some of them may say, well for me this year or last year, '92 GRIP may be all right. It's not the big issue. We're going to get into the '91-92 GRIP. You got your officials here. We're going to get into some details on it. But the big thing is that there isn't one farmer — I can't find one, Mr. Minister, not one, not one individual farmer and you can't bring me one — that says what you're doing with this here, making the contract void and then not taking and let them go to court, you can't bring me one farmer, including yourself as a farmer, to stand here under oath and said it's right and proper.

You can't stand up here and says it's right and proper to void part of last year's contract. You can't do that under oath and be telling the absolute truth. If you say anything otherwise, then you are saying a falsehood to everybody in the province of Saskatchewan. You are absolutely saying a falsehood because there isn't an individual born in Canada, a Canadian, that believes in saying that that contract there is void and never was there.

That was a real contract. And you'll hold up your brochures and said, the farmers had a brochure to read here and they heard another member here say this and another member from Crop Insurance said that. Mr. Minister, you know quite well that a contract is not a contract until it's signed. You know that you can talk about it and talk about it and talk about it — and when it's signed it's a contract.

And you went and made a statement a little while ago that, it wasn't really a contract that we done because we advertised this and we had hall meetings and you had hall meetings. Well I'll tell you, you don't need government law to make a contract legal. You and I can sit down and make out a contract and that contract signed with witness is a legal document.

And I can tell you . . . You said yourself you're not a lawyer and you said that the members from this side aren't a lawyer, but you've got one sitting beside you and she is responsible to tell you the facts. And I would like to know some of the things that the lady beside you would give you advice about legality, that if you were repeating it exactly the same manner, because I doubt if you are.

Because you've been misrepresenting everybody in this province ever since GRIP '92 has been even initiated. You've done it from the very beginning. You've been playing games with farmers. You're going to . . . look at, just before I came into the House, well just a few minutes ago, look at the headline in the paper. And you think that Saskatchewan's doing well under an NDP.

Headline: Saskatchewan leads in farm bankruptcies. Then the next one is quite important too: Ontario farmers blast NDP. The New Democratic Government of Ontario, attacked by the business community, now is getting criticized by farmers. Right across this country they can't stand the socialists, what they're doing. They've got something against farmers. They've always had something against farmers.

I'd like to know what would be happening here tonight if the great John Diefenbaker was sitting in this Assembly speaking tonight, what he would have to say, the great Canadian. And I would like to know what Tommy Douglas would be saying, the great Canadian, if he was here. What would Tommy Douglas say?

I say to all the people watching, I say all the people that's watching on television tonight and is going to hear about what's going on here tonight that they watch what the member is saying and listen very carefully and think to themselves the good old CCFers (Co-operative Commonwealth Federation) in this city of Regina and Saskatoon which will maybe be watching they would say to themselves, well I don't think that Tommy Douglas would ever do a thing like that. And then they would say, well I'm absolutely sure that Allan Blakeney would never allow this to happen. Even though I didn't agree with his philosophy, I agreed with the standards of the man.

And then we come to the Premier of Saskatchewan today and I'm absolutely sure that he would say the same thing as Diefenbaker and Douglas and Blakeney only he's not here. He doesn't know what's going on. We know that he's been down in Ontario and Ottawa for . . . he's been down there for . . . he couldn't help it, he had to be. But where, Mr. Chairman, where is the liaison, where is the liaison between the Premier and who's in charge.

The Deputy Premier sits there reading a paper, facing towards the wall. He couldn't turn around and look me in the face because he's in charge. He's sitting there reading the newspaper and, Mr. Deputy Chairman, the Deputy Premier, he's been around for a long, long . . . good many years and he should have the fortitude to stand up in that cabinet of his and say to the Minister of Agriculture, I want to change the order that I gave you last fall. I'm sorry, he should say, I am sorry what I did to you, Mr. Minister of Agriculture, because you'll never kid me on your remarks to the member from Morse. You'll never fool me, you won't fool the public that this here revenue Bill is only to save the Finance man. That's all it is. It's to save the Finance man.

And it's been said, and he has said it, that it was too rich a program. He has said it and you people have said it, it's too rich a program, that '91 GRIP is too rich. So that means you're against farmers. You are against every farmer that walks out there if you say, we are giving them too much money under the '91 GRIP.

Just before I put this here paper down: Saskatchewan farmers suffered more than half of all Canadian farm bankruptcies, 117 to 214 nationally in the first six months of this year. And don't blame the Tories for that because that's January '92 till now. Bankruptcies. And I think that I

could recall, I'm sure I can sit down here and I can name, at least 12, 15 of those and the majority of the ones have gone bankrupt because they said the '92 GRIP finishes me. It absolutely finishes me.

Now listen very carefully, Mr. Minister, because there's been several thousands of farmers that have dealt with the Farm Debt Review Board, Farm Land Security Board, mediation services, and they had no place to go but out because they couldn't get a financing package for their refinancing of their farms a year ago. Whoops! All of a sudden they hear about the '91 GRIP program. And they go to the hall meetings and it takes a while to understand it. And you know that I'm right. Everybody knows that I'm right. Because it was absolutely 100 per cent bankable.

**An Hon. Member:** — You bought GRIP too.

(2015)

**Mr. Muirhead:** — The member from Elphinstone says that I bought GRIP. I never got 1991 GRIP. I bought 1992 GRIP, I did.

**Some Hon. Members:** Hear, hear!

**Mr. Muirhead:** — Now you know. Now you know. And I'm glad. I'm glad the member from Elphinstone reminded me because I wanted to very carefully say that tonight — that in my family I have two sons that have the '91 and the '92 GRIP. I have the '92 GRIP. And I pleaded with my constituents, don't drop the '92 GRIP. I pleaded with them.

The '92 GRIP is better than nothing. It's better than nothing, but it's not the 1991 GRIP. So don't say these 1,000 people, which I'm one of 1,000, that isn't brand-new. Because I never had a quota book last year, and I didn't have one the year before, and I didn't have one the year before. But I can tell you, I would have had the 1991 GRIP, and I would have been one of my family that would be suing you.

Because I guarantee you that there'll be lawsuits coming from my family to this government. My family have just been through a lawsuit in 1992 and it's cost my family \$115,000 to sue the government, and we lost. And I'll tell you, we believe in the rights of Canadians. And we will do it again. My family, my two sons are going to be part of a lawsuit suing this government.

Because we believe in the rights, in the charter of rights. That's why my family come to Canada, because we believe, we absolutely believe that you have a fundamental right, and that is to sue. You've got that right.

I was brought up in a family where we don't believe in suing our fellow man. But I tell you, I wasn't brought up in a family where we don't believe in suing a corporation or a government. I wouldn't sue my neighbour, but I'll sue you.

But, Mr. Minister, I'm kind of strapped because I didn't have the '91 GRIP. But my family . . . and I'll sure be helping them in the lawsuit, because in the Craik and Davidson area, people are phoning me now, right in my

constituency — where do I leave my money? Where do I send my money for this lawsuit to help the farmers in Melville.

And I said if this government gets away with what they're trying to get away with, if they get away with it, you won't be able to sue. Only the Supreme Court of Canada. Tell us where we send our money.

You said tonight, Mr. Minister . . . You don't even understand crop insurance. You're not the minister of Crop Insurance and you've been saying some statements. You talk about the new crop insurance contract, about the new options, the 50 to 80 per cent. For goodness' sakes, it's always been there, 50 to 80 per cent. Crop insurance didn't come in in 1952 like you said this morning; crop insurance started in 1962. You said 1952. Anyway that doesn't make any difference. You did make that mistake.

And the 50 to 70 per cent option has always been there — I'm sorry, when it first started, it was 60 to 70 per cent, then it went to 50 to 70, then under individual coverage it went to 80 per cent, and now it's 80 per cent for all if you want to choose that.

Then you talked about, Mr. Minister, some of the farmers are getting bills on their 1991 GRIP program. They got a cheque maybe last fall and at Christmas time they got a bill. Well do you know who's to blame for that? It's stopping the bin police. It's you guys. You're irresponsible. You don't go out and deal with a multimillion dollar corporation like Crop Insurance and not measure bins.

You yourself, Mr. Minister, stood here this morning and I heard you say to the member from Morse that you could measure a 3,300-bushel Westeel bin as many times as you want and you won't get a real accurate measurement. You won't get an accurate measurement. I say to the minister: what kind of a measurement would you get if you don't measure it at all? What do you get? So you're saying crop insurance adjusters since 1962, what are they there for? You might as well just tell the farmer to guess it. Go ahead and guess it, like you did last fall. Just tell us what you got, we'll send you a cheque. Here's the poor farmers out there with a pile of wheat in their Quonset and another pile on the ground, and they take out a little, take some quota out, and dips and dives in it. Goodness, the farmers in here understand that, and you should understand that. How do you measure that? How do you measure that? So some farmers did overestimate.

And then by the time the next one came, the wheat's in the elevator, the piles are off the ground, then they were told the second time not to just take a guess at what the combine kicked out the auger. You're supposed to go and fill out an application and . . . It was all sent to everybody, had to be sent in by January 7 — I believe it was January 7 was the date-line — and it has to have bin 1 to 20, if you've got 20 bins, and it must be marked and all the measurements. So there was farmers that estimated too much grain. But they got too much maybe the first time.

If you got 50 bushels to the acre and you got a . . . and 40 bushels to the acre, people in my area got paid. On the

1991 GRIP with 40- to 50-bushel crop, they still got some money. And that doesn't happen very often. And I say to you on that point, Mr. Minister, that it's irresponsible for Crop Insurance and the Department of Agriculture to say, oh, we trust farmers. And we're just going to take their word for it. Well that sounds nice.

But I'll tell you, if I smashed up my car, if I smash up my car, it is totalled, I don't think it's worth anything . . . So I'm just going to phone up SGI (Saskatchewan Government Insurance) and say, SGI, I just smashed up my car. The car's worth 20,000. Send me a cheque. Will I get one? No way. I'll have to fight with them for a couple of months to get whatever it's worth — which it should be. I shouldn't be able to make out a statement what I think it's worth. It should be the actual value.

It's irresponsible for Crop Insurance to say we're not going to measure these bins. And what's it do? I was the minister of Crop Insurance for several years, so I know what it does. When you overpay a farmer, then an audit comes along. And somebody found out there was a mistake. And then you make them feel like a criminal. And he owes 2 or 3 or 4 or \$5,000 back. And the money's spent. He's in an awful bind. And then up comes the lawsuits. You make a criminal out of a farmer. He didn't do anything wrong.

But if all you do is just say, guess it, Mr. farmer, we're not going to worry about what your measurements are, we'll just send you a cheque, you're going to get yourself into an awful problem.

Mr. Minister, so far you don't need to bother answering any questions, because that was just a . . . I was just making a statement in answer to you from 9 o'clock this morning till 8 o'clock tonight, excluding maybe one hour when you kind of kept off the political rhetoric. So I don't even need a reply on that because that would take another two hours.

I'm going to ask you a question. You stated you had letters asking the change to the 1991 GRIP program. You said you received letters in your office. How many letters did you receive asking for a change from the 1991 GRIP? How many letters?

**Hon. Mr. Wiens:** — Mr. Chairman, the member opposite has listened to some of what I've said but not all of it. I'd be happy to answer that question again, and also address some of the other issues that have been raised in the little demonstration we've just enjoyed.

There have been in excess of 300 letters and submissions to the Farm Debt Advisory Committee on the question of the program. And I think, although I can't verify this at the moment, I think every one of them was asking for changes.

The member opposite . . . Maybe I'll begin from the back, because the member opposite has talked about the bin-measuring activity. It wasn't the accuracy or the inaccuracy of bin measurement that caused farmers to have to pay back bills. It was the design of the program the members opposite created. It was in fact the change in pricing estimates that caused the need to pay back funds.

Now the member opposite says, you make a criminal out of the farmer by telling them they should give money back. The program you designed does what you describe, if that's how you describe it. That's the fact about the program.

Now the question with respect to the volume of grain in bins, as the member opposite is aware because he asked the question in the legislature the other day, that where there is inaccuracy at the end of the year, that the farmer has the right to approach the corporation and suggest that the numbers are different than the estimates that were made. And what I recall, that wasn't part of the original design of the program. We are just very fortunate to have a very sensitive minister in charge of the Crop Insurance Corporation, the Hon. Cunningham, who has made a number of significantly improved . . .

**The Chair:** — Order, order. I'll remind the minister, and I'm sure he didn't do it intentionally, that you're not to use the names of other members of the Assembly in your remarks in the Assembly.

**Hon. Mr. Wiens:** — Right. I'm sorry about that. I will say that we are very fortunate we have a very sensitive and responsive minister in charge of the Crop Insurance Corporation who has made a number of significant improvements to the program since he took over, including the improvement of the administration of the program. And we should be thankful for the energies that he has put into that and the officials of the corporation who have made those improvements as well.

Now I need to find the list of other questions you asked me. Now here we go. The member opposite, I want to say again, as I said a few minutes ago, I will answer the question several more times until the member opposite hears it. There were in excess of 300 letters and submissions and it is my belief, although I can't confirm this absolutely right now, that each one asked for changes. I may quote from a number of letters that came in and a number of submissions that came in:

Then came GRIP which threw market neutrality out the window. I received false signals on what to seed and to top it off, those who choose to reduce inputs and practise poor farming methods are rewarded by the program.

Now that's a letter to me on a submission to the GRIP-NISA review committee on various issues including costs. As he says:

The present GRIP program is too costly for the producer especially when compared to other insurance programs. The only reason there was a large sign-up this past year was that producers had no . . .

. . . (inaudible interjection) . . . Yes, it would have cost even more had we not changed it.

. . . The only reason there was a large sign-up this year was that the producer had no other alternative that was worth considering plus the fact that they were threatened with not being

eligible for additional government programs if they didn't join.

That's a submission to the GRIP-NISA review committee. Here's another producer who's disgusted with the design:

... we greatfully accept our GRIP cheque which totals \$5000 for our 1300 seeded acre farm. And we listen in disgust to other ... who seed only four times as much, boast about how you have to be a good manager to farm in these tough times. And to have a little holiday in (Las) Vegas this winter. His cheque amounts to \$100,000.00 ... it's not right.

A producer on the measurement of grain bins said:

A program that trades off a dollar of benefits for every dollar of measured production is going to provide an incentive to underestimate production. I have measured a pile of grain to be 5000 bushels, after it was sold that same pile was measured out as 6300 bushels.

So those are quotes, and it's my belief that each of the submissions and letters were critical of the program as it stood. And it was in response to that kind of input to the review committee, which the members opposite first established, that the changes were proposed and brought forward.

When the member opposite was talking about bankruptcies a few minutes ago, well I'd like the member opposite to just think about it for a minute before he gets too carried away with his analysis of what's caused bankruptcies. We have not yet had the end of the first crop under 1992 GRIP. So we haven't had the opportunity to have a payment out from 1992 GRIP.

Farmers are suffering from the design of farm programs that the members opposite were responsible for. Farmers are suffering income shortfalls as a result of the lack of fulfilling of agreements the members opposite made. The members opposite know that the bankruptcies that farmers are experiencing have to do with the fact that they are short money that they have made their commitments to.

When farmers signed up for GRIP 1991, the members opposite are aware, as the farmer in the letter said, that they were threatened with not being eligible for additional government programs if they didn't join. The members opposite know that farmers expected that, and farmers bought into the program because there was a commitment to additional federal dollars of third line of defence.

(2030)

And tell me how much a billion dollars in the Saskatchewan economy would help these bankrupt farmers that you describe. I think a great deal, if we have 60,000 farmers in the province. That's a significant amount of money for every farmer in the province that will help bankruptcies.

The member opposite ought to be also aware that we

have done something to try to protect farmers in the face of the very serious income shortfalls they've had as a result of the last number of years. And we will, once we get past the stalling and blockading of the members opposite on this Bill, be able to pass the legislation with respect to the farm debt policy that was brought forward by another group of producers and recommended to us, so that we can provide the security of tenure for farmers who do lose their land, so that farmers can have six years of lease if they have the misfortune to have to lose the ownership of their land.

Now that's a difficult thing to have happen to a family. The member opposite ought to know that. That's very difficult for a family to go through this process. But at least there is at the end of it the security of knowing that the family can have access to the land for another six years, and most farmers I know are willing to put their hearts and souls back into the exercise of farming and do what they can to survive the next few years. Hopefully times will get better and they'll be able to keep their families on the farm. They love their farms and they love their rural communities and they love their neighbours and they will continue to work very hard to be there.

The member opposite said that somebody over here said that the program was too rich. Well that's not been what we've been saying. The fact is that the program ... there's a difference between a program being too rich and a program costing too much money. And that was a differentiation that the committee made.

It's clear that farmers in Saskatchewan do not have any programs which are too rich. But it's also clear that the first program, which cost more, was a drain on farmers and a drain on the province that was not appropriate. What we need is a program that delivers aid appropriately. When we visit around the province with farmers, farmers want a simple program. They want one that doesn't take 14 tonnes of bookwork and annual changes that are based in the kind of federal-provincial agreement that the members opposite signed.

And the farmers are going to have an opportunity to tell us that this fall. We're going to have a review committee that's going to give them an opportunity to speak about what kind of program they really want. But the fact is that the program needs to be sensitive to the qualification of administrative efficiency and efficiency of delivery of the program.

I want to comment on another comment the member opposite made, where he again contended, as each other member who has spoken has contended, that somehow an order came out from the Minister of Finance to the Minister of Agriculture, from where it went to the committee and said: thou shalt do it this way.

Well, members opposite, I want to say it for you and for others, that that kind of comment was never made, not at the beginning of the process, not in the middle of the process, and not at the end of the process. And the members opposite need to again reconsider what they say if they want to speak truthfully. Because the program design that was brought forward ... if the members opposite believed they appointed a committee that

would listen to that in the first place, had it even been said, then I wonder who it was they appointed.

The fact is that the members opposite hopefully appointed people who were willing to examine the concerns of farmers and the needs of the agricultural sector, and bring forward recommendations based on a sound administrative process that in the long run resulted in a more sustainable program than was first established.

I want to say something about farmers and the CCF. The member opposite talks about farmers and the socialist governments in Saskatchewan. Well I want the member opposite to know that the farmers of this province, along with the working people, since 1944 have had to pick up the pieces of mess left by the black cats or the white cats, in Tommy Douglas's words — and you referred to Tommy Douglas earlier — three times now: first in 1944; then in 1971; and now in 1991.

And farmers and working people in Saskatchewan will continue to work to clean up the messes that are created when others before them, with self-interest and with interest in only their corporate friends, and with no interest in the kind of benefits that people require to live comfortably and to live in a good social environment have . . . We've had to come in on three occasions in the province's history to clean up those kinds of messes. And I know that farmers will continue to work with us and the working people of this province, together to build a stronger province.

The member opposite was talking about sign-up deadlines. Well it was interesting because last year, while the discussions, the meetings, began on March 1, it's my understanding that the publication which the members opposite call the contract was not delivered until May 1. So on what basis could farmers have assumed they had an arrangement in the absence of this paper? They could not have had it.

And the members contend again and again and again that somehow this represents a contract. Well I can tell the members opposite, if they spent as much time talking to a lawyer about what constituted a contract and the definition of a contract before they designed the program, and if they had spent an ounce of time talking about it in the last two days or three days instead of going back and reading the Magna Carta, they might have learned that in fact it is very difficult to define what constituted a contract. Because the members opposite didn't even have their pamphlet out until May 1 when they constructed it.

So the fact that the members contend that farmers wouldn't believe that their contract was something they were told by a Crop Insurance agent or something they were told by one of the members of the cabinet that toured the province or something they were told by someone else through the Crop Insurance network, they had no other way of knowing what it was that the program was. There was no other information, so that it is very clearly a risk to the Crop Insurance Corporation to not believe that that was the deal. Because it's the only deal they had. The only deal they had was the spoken word that they had. And that was ill-defined because it was

spoken by many different people in many different places under many different circumstances.

And complicate that or compound that if there were in fact 100, or 150, or 300 different people verbally describing this program to farmers, and if by the time I got to my meeting you were on change number 94 and change number 95, consider the infinite number of combinations of things that farmers could have believed the program contract was when they allegedly signed up for it. So the fact that that needed to be cleared up in legislation ought to begin to be coming clear to the members opposite who created that horrible mess.

Well I think I've come back to the top of my list, the first point the member opposite raised when he began to speak, and I've tried to do it as briefly as possible. I think I've answered in half the time that he took to ask the question.

I want to say to the member opposite that we have met with farmers on a continuing basis and we have met with farmers as early as this week. And there is not a farmer around who has contended to us in any way that they did not understand, that they didn't have time to understand the program this fall, that the notice that was given on March 13 and the time given to understand it was a problem for them.

The problem for farmers in Saskatchewan is income, and we've discussed that from a variety of perspectives. We've discussed it earlier today from the perspective that farmers signed in to second line programs like GRIP in exchange for a promise of third line support. And we will continue to work with farmers to request of the federal government that they meet the commitment that they made and that farmers' income problems can be relieved to that extent.

I look forward to your next question. And again, may I repeat, there were probably about 300 submissions, maybe in excess of 300 submissions in letters, and submissions to the minister and to the GRIP review committee.

**Mr. Muirhead:** — Mr. Chairman, Mr. Minister, I thank you for answering those questions even though it's going to take a long time to go through them because you didn't answer them right. They're absolutely wrong. I mean there might be the odd question you might have got right, but I don't know where.

To start with, the 1992 GRIP — we'll start there — you were saying that the 1992 GRIP . . . or the 1991 GRIP wasn't going to put cash into the hands of the farmers . . . Oh, no, sorry, Mr. Minister. You said that it could have to pay money back if you overpay. Well what in the world do you think the 1992 GRIP is? You're going to have to pay some payments and we're going to be asking that later, when we expect the farmers to get cash in their pocket, because that's what we're all sitting here for. We're talking about farmers. We're talking about when are they going to get the money, the actual money. That's what they want. But if you over . . . you know perfectly well, and then don't go giving ridiculous statements like that, that the '92 GRIP is going to be an improvement over

'91 for overpayments.

Because you sent a payment out this fall. Maybe one next Christmas time, like the other program did. Then the price of wheat goes up. You'll have to send a bill out the same as anybody else did. You know why anybody got a bill. Why did they get a bill? This didn't happen under our government. It happened under you, that the farmers get \$2.45 a bushel roughly, for number one wheat in my elevator. That's after the increases this spring. It was a lot less than that. But crop insurance and GRIP paid out on the 2.86 figure. And that cost a lot of money for the farmers because they paid on the 2.86 figure.

All right now, if they got overpaid last fall, some of them might have to send it back. But that was wrong, absolutely wrong to ask that to go back. And I am on behalf of one of my constituents that phoned me just . . . I was just talking to him on Monday night. And he asked me, is Agriculture estimates up yet? And I says, no it hasn't. Don't forget my request.

This individual got a cheque last fall and then he got a bill. Now I want the GRIP program for goodness' sakes to have the decency and the government to have the decency if there's three payments lined up and the second payment's a few dollars going back or whatever it is, don't make them send it back. It may be \$50. It may be 50,000. But he shouldn't have to send anything back until the final. Because this man's going to get a good cheque on the next one, either from the wheat or the GRIP.

Because somebody has to make it up to that 2.86 or whatever the price is going to close out on on July 31. And you know that, Mr. Minister. So he's going to get the money. But why take the money back from him? And that's not our government doing that. That's your government.

**An Hon. Member:** — Well you set the rules.

**Mr. Muirhead:** — Well then, you sure like changing them, so why didn't you change them? Don't blame us, Mr. Minister, for anything that happens after October 18 last fall. Don't blame us for anything.

You're the bright minister that's supposed to be looking after the farmers. If, when you seen them sending these cheques back . . . And farmers must have phoned you because they phoned me; I just had the one that reminded me now. We had many of my neighbours and my constituents and from the surrounding areas. They were pretty upset. And you talked about the efficiency of the Crop Insurance department. I know it's not yours, Mr. Minister, but it's not very efficient when they made such a blunder here, they didn't even get their . . . they messed up their cheques going out.

There was farmers that got a dollar and a half and it should have been a thousand fifty dollars. They made a whole mess. Some didn't get cheques at all. Some got bills that found out they had cheques coming. So don't go blaming our government for that. Don't blame the past minister of Crop Insurance that you can't even handle cheques.

I can never remember in our nine and a half years that

there was thousands of cheques that this happened to. Now that's only human error. But for goodness' sake, don't stand up and say what a wonderful Crop Insurance and how you're improving on it. I've seen mistakes of wrong figures going in. You might make . . . the agent or the adjuster may give the wrong figures. It could be misread or there could be mistakes. That's always going to be there, but there's no need to have thousands of farmers have their cheques messed up and then turn around and say how efficient you are.

Anyway just so you've got that clear, Mr. Minister, you were wrong on that because the same thing can happen in the '92 GRIP if you pay out a payment or two and the price of wheat goes up, then you'll have to ask for it back. That could very easily happen and you know it.

And about the 300 names, you mean to tell me here that you got 300 letters asking for a change, and we're in this mess over 300 letters. My goodness, we table that many petitions every day asking for changes in government. You don't pay any attention. We've tabled thousands and thousands of petitions in here. And if you've only got 300 letters, I say, Mr. Chairman, to the minister, if he got 300 letters, I would like him to contact . . . I would like the minister to contact the 300 letters . . . the individuals that wrote the letters wanting a change in GRIP and see if they're satisfied with what you got today, with what you're giving today. See if they're satisfied with the '92 GRIP plan, but be sure you put in that letter, are you agreeable that we change legislation and make part of it void and then make it so another part of the section of the Act says you can't sue. I mean you just put that in a letter to all 300, and I'll bet you got 300, another 300 that are against what you're doing. But 300 people, what about the other 50,000-plus people that should have had something to say about it?

(2045)

You picked a committee. You picked a committee and they look like good individuals. I've read some of the names on there. We have talked to some of them. And I don't agree with you, Mr. Minister, on you coming back and saying that that absolutely did not happen, that we got directions from the Minister of Finance or cabinet, whatever. So my next question to you is: when did the cabinet get involved and how did they get involved in this here program? When did they come into effect in here. They must have endorsed it or did something or directed, because the members on that committee would not have said, they would not have told us, a lot of them, that they were financially directed — financially directed. So that could account for why they had to change the program, because they were financially directed. And don't tell us they weren't. And naturally I'm not going to give you those names any more than you will the names out of your office.

But people on that . . . members of that committee, Mr. Minister, have stated that they were financially directed, that their hands were tied with finances. And so if that happened, I'm sure that this plan didn't get thought up by you, Mr. Minister. I don't believe that you just came off a hog farm, and came in here, and could possibly have put this program together. So somebody else did.

And I don't believe that the members of that committee completely put that program together. Because we sat with Mr. Hartley Furtan in our caucus office, and he told us about the flaws in there, and he told us there'd have to be provisions for this and provisions for that. And he was worried about the March 15 letter. So don't come up and say that it's all fine and dandy, and everything was just great, because it's not true, Mr. Minister.

You're saying things here, and I will not believe . . . I believe that you're absolutely saying a falsehood to this House tonight when you said you were not directed by cabinet, or the Minister of Finance, or someone, to put . . . This is going to be financially controlled.

Because to prove it, many times in the interim supply, and other times we've had debates with the Minister of Finance, he has said he's the one. We can get out a *Hansard* and show you. He's the one that said that it's too rich a program; the taxpayers couldn't afford it. Well the taxpayers couldn't afford it; the farmers couldn't afford to be without it. The farmers couldn't afford to be without it. Put that money into the hands of farmers and then see what would happen, Mr. Minister.

Just a few more remarks on your remarks and I'll sit down, Mr. Minister, and let you respond.

You said . . . oh yes, you said here, we should have read the Magna Carta. Well I think you better read it. I think you better read the charter of rights. And I think you better get into the . . . talk to your lawyer. Go over to Justice and talk to the good people over there. Sit down with them and talk about constitutionality. Don't give them the mandate. Because I believe what you've done, that you said to the Minister of Justice . . . the Minister of Justice must have said to his people, come up with a Bill that is going to get the job done.

You probably didn't say, come up with a Bill that's going to be constitutional, because that wouldn't be their mandate. Their mandate would be to protect your butt so you wouldn't have to be in court. That's what the mandate would be.

I am sure that the minister went to the Minister of Justice — protect me, protect me, protect me, protect me; I need help. I'm going to get it. I can't even go to Rosetown on the weekend. I have to send my wife to do the shopping, because they're going to get me.

I mean it's serious. And you know. You talk about going out talking to farmers. You said to the member from Thunder Creek, why don't you go out and talk to farmers. Well I'll tell you, when you get 15 years in as I have, and talk to as many farmers as I have, you'll know what they're thinking. And you're not right when they're saying they're upset about this here March 15 deadline because they don't know much about it. They're only talking the '91-92 GRIP.

But as soon as you tell them what you're doing . . . You say to the next group of farmers you're meeting, say to them, are you agreeable with us changing the law, having part of your contract void? The part of the contract that was

showed to you or you were read to here tonight, where a person signed that contract, and ask the farmers right out. Ask anybody. Ask anybody in the city of Regina here. Just say to them, we're talking about a Bill in this House, and we want your permission as supporters. We want your permission. Is it all right if we have part of that Bill void, and out of our life for ever? It'd be no different.

That Bill is no different than if you brought a Bill into this legislature to have a Bill legislated that you were never born. And that's exactly the same thing. Just void us out of our life. There's no difference. You've voided that there right out of our life.

And I think that it's absolutely . . . I get carried away here, but I can't get carried away enough, because my heart and soul is for farmers. I am absolutely for farmers, and you know I am. And the people in this legislature know I speak on behalf of farmers. They know I'm right. Because I'm going to challenge you . . . We don't have time before this Bill's railroaded into law, because 11 o'clock on Monday this Bill's going to be law. It's going to be law in this legislature, but we're not through with you.

And I'm going to ask you, Mr. Minister, my last question before I sit down is: after this House is out, I'm calling a meeting in the town hall in Davidson and going to tell them that the Minister of Agriculture will be there. And I'm sure he'll come to explain to all the people of my constituency . . . I know they'll come from Rosetown, Watrous, Humboldt, all the Last Mountain constituency. We got a hall that holds 1,000 people. That's how many was there when I got nominated in 1977 — 1,100 people. So if they won't . . . We have a big park out beside. We could fill the park. And you explain your actions to the people, and then say to them, will this crowd endorse me for what I'm doing? And see if you can get an endorsement, because you can't get it.

**Hon. Mr. Wiens:** — Mr. Chairman, the member opposite provides interesting night-time entertainment. The member opposite was talking about talking to farmers. Well I have taken advantage of every opportunity that I can to be out talking to farmers, whether I'm home or whether I'm in the legislature. I do wonder what the members opposite were doing. Again, it's interesting that the members opposite usually break out in gales of laughter when they sit down after having pretended at seriously being concerned about farmers.

I wonder what the members opposite were doing for the last . . . since June 10, if they've been out talking to farmers and farmers have these high-level concerns they're talking about. I think the last count that I had from the petitions that you have, what you brag about your chiropractic petitions being in the thousands, I think you had 288 of them, 288 people, when you spent months chasing them.

Well I want to tell you about the committee. The committee met with as many people as they could meet and heard from all the people who sent letters in, and there was a unanimous response to that. The fact that the member opposite has difficulty hearing as well I suggested that possibly . . . not that the member shouldn't be reading the Magna Carta, but maybe instead of reading



the Magna Carta, he might ask for a legal opinion about something more recent than that just to find out what the law in Canada is.

I need to address again the contention of the members opposite that has been made so repeatedly with respect to the direction the committee received. I don't know, I don't believe the member opposite would want to mislead us intentionally but I don't know how the member can make that statement. I mean it's simply not true. The fact is that the committee worked independently and the committee reported to me.

The member opposite asked when the cabinet got involved. Well I think it was sometime late January or early February when a preliminary report was sent to me before a final draft was sent. And I took it to cabinet as an information issue in terms of informing them about the committee report. That's when it came to me.

At that time the committee was finalizing its discussions. And that was the first time that the cabinet had a report on the nature of the discussions of the committee because that was the time the committee first indicated to me their intentions. So the members opposite have continually said that because there were . . . the recommendations of the committee happened to be financially more responsible than the earlier design of the program, that somehow that meant the committee was directed.

Well I want to say to the members opposite that they may believe that someone has difficulty making decisions about efficient administration and about good program design without being directed. The fact is that this committee of people examined the existing program and suggested it should be designed differently because it was more efficient to design it differently.

And I want to tell the member opposite that this government, that has a very large debt to deal with now in this province, looked at the program options and said well it's a more efficient design, it's one we will accept because it does not leave the province in a serious situation with respect to program deficits. It does not leave farmers in a situation where the premiums will continue to escalate, because program payments are made based on cropping decisions that are not the cropping decisions that would be made if one were basing their decisions on the market-place. So that the cabinet looked at it from that perspective, and dealt with it and approved it in that regard.

Now it may be surprising to the members opposite that people could actually look at program design from the perspective of trying to do something more efficient. But it's clear that the people of the province want things done more efficiently or they wouldn't have changed governments. They had quite enough of government administration that was careless with government dollars. And therefore, when the producer committee brought forward a recommendation that was a more efficient design, a design that at the same time enabled, because of its efficiency, enabled the province to offer . . . to offer support for wheat at \$4.07 a bushel instead of at 3.86, the members opposite continued to ignore the fact that under the 1991 design the prices were falling.

Well we were able to, in conjunction with the other provinces, boost the price up, the guaranteed price, from 3.86 to 4.07 by the savings that are as a result of the program design. And still at the end of that process, the program costs less than the original design.

The member opposite talked about the Crop Insurance administration. Well the Crop Insurance administration has done a good job. The Crop Insurance administration has taken over. It's changed some things that were wrong before. It's improved the efficiency of their operation. The member opposite ought to be aware that not too long after we came to office there was an order from the federal government that said no more funds were coming to the Crop Insurance Corporation because of some serious accounting difficulties in the corporation.

Well it was under the new administration and under the new minister that those matters were cleared up, and removed this very sore financial risk from the Crop Insurance Corporation. It was just another example of things gone wrong, that the members opposite ought to have corrected when they were in office.

With respect to the program payments that the member opposite was discussing with respect to when the farmers received bills last spring, and the member opposite said this happened during our administration, and that I should take responsibility for that. Well the member opposite needs to more fully understand the terms and conditions of the responsibilities and the contracts under which the program operates.

The description of when the payments are made under 1991 GRIP are part of the federal-provincial agreement. That agreement was signed on September 18 or 19, 1991, and it is in place until a new federal-provincial agreement is signed, and that will be soon. But there has been no time in between when the contract could have been changed — the federal-provincial agreement — to actually have changed those payment terms.

I'm not optimistic that we'll be able to convince the federal government that those payment terms can change, but the federal-provincial agreement requires that farmers pay back any amounts owing at the second payment before they receive their third payment. That's the federal-provincial agreement that the members opposite constructed and the members opposite signed.

And so we will work the change to facilitate the cash flow for farmers, but the members opposite locked us into some pretty difficult circumstances and some pretty illogical circumstances for farmers. And we will work to try and fix that because it's important to fix program things that can be fixed. Some things are very difficult and will require some ability of the federal government to begin to recognize the needs of farmers in that regard before we can achieve them. I will be happy to work with the members opposite in helping to achieve those kinds of changes.

(2100)

**Mr. Muirhead:** — Mr. Minister, we'll have to move on. I

now we've asked you questions from 9 o'clock this morning until now, and you have answered some, but most of them you answered them in your way, and we don't agree with you. And all we can do is ask you a couple of times, and if you don't put the proper facts on the table, when we're in a closure situation and haven't got that many hours left, we'll have to move on. We'll just have to get the facts out to the people and then they make up their mind.

Like pretty near everything we say, you just contradict it in your own way. I think maybe you believe it yourself. But somebody . . . Either you're trying to fool the public or else somebody's giving you improper information. You can read the paper yourself on that one statement about whether the mandate of those members were financially pressured. Well you can read that in the paper. That came out in the paper. And I think the members that were on the committee ought to know, and some of those members on that committee have told us so.

So anyway, I want to ask you, in your words and nobody else's, in your words, Mr. Minister, as Minister of Agriculture and responsible for the GRIP program, I want you to tell me in your words: where did you see moral hazards in the 1991 GRIP program that farmers could take advantage of, and how many farmers do you think were cheating and taking advantage of a moral hazard? What do you call a moral hazard?

**Hon. Mr. Wiens:** — Mr. Chairman, I wish the member opposite had been here when I answered this question before, but for his benefit and for those who may not have been listening then who are now, the moral hazard is a term that was not coined by me. It's a term that was used in the committee report. For me the term moral hazard refers to the program. It refers to the program which directs people to make decisions that they would not normally make.

We discussed at some length this morning as a result of some numbers given by the member from Kindersley with respect to program coverage with a farmer growing durum. Under the old program, durum was guaranteed at \$4.56 a bushel last year; \$4.56 a bushel as a result of the design that the members opposite agreed to when they signed the federal-provincial agreement. The \$4.56 a bushel represented the 15-year average price.

The wheat price, the hard red spring wheat price, was \$4.15 a bushel. So while there was a 37 cent or 41 cent spread, whatever it is, on the program coverage for those two grains, the market had durum 50 cents a bushel less than wheat. So that a farmer making a good management decision would make the decision to grow durum in the face of those facts, because if he was trying to maximize his or her return on the farm, that would make some sense.

Now some farmers wouldn't do it because it wouldn't fit their rotation. And some farmers wouldn't do it for other reasons, because they didn't want to grow durum. But the program in fact gives a signal different from the market-place.

What the committee said was that you can't have a

program where the program has moral hazard. It's not farmers who have moral hazard, it's the program that has moral hazard. Farmers are good and ethical people. They will respond to the circumstances that they find themselves in and they will produce according to the circumstances that we design around them.

If we require them to respond to that kind of a signal, then they are left in a quandary, because if they want to maximize their returns they may say, well government knows best. If government says durum's going to be worth 4.56 a bushel, I guess I better grow it because that seems to make sense even though the market might have been at \$2. So that is an inherent hazard in the old program and the members of the committee said it had to be corrected. They called it the crop selection difficulty.

The other difficulty in the program was that farmers under the old program could, under most circumstances, receive the same compensation for a 5-bushel crop as they would for a 40-bushel crop. Now the members opposite have sometimes said, well that's fair. Well there is fairness in it in a way, because it says no matter what circumstances befall you, you have one level of income.

But I ask the members opposite, if I'm a farmer and I'm trying to decide whether to spend \$11 an acre on an input of one sort or another, whether it be a biological herbicide or a pesticide or some other crop input, maybe just more tillage or that kind of activity, or whether to trade in my old equipment on equipment that is better for soil conservation — I ask myself, if as a result of changing my farming practices and getting a better yield, can I pay for the improvements I make. Well most farmers and and most business people would like to believe that if they do better and they invest something in doing better, that they can get some additional compensation for it.

Well under the old program, that was virtually impossible because the minute you had more than average production, that extra was taken away from your compensation. Now the Alberta and the Manitoba governments recognized that error in the program before it was ever implemented. The members opposite did not.

The review committee looked at the difficulty and they looked at the solutions that had been implemented in Manitoba and Alberta and they recommended a different kind of solution. And I respected their opinion. They had the free choice of looking at the Alberta or the Manitoba solution — which they did not do. They looked at it but didn't accept it — or looking at any other solution.

And the recommendation they brought forward was, as I read this morning, a program that should be provided as separate crop insurance and revenue insurance programs, a program under which the crop insurance program should operate as it was prior to 1991. And they recommended that the crop insurance price be set at the same level as the market price used in the revenue insurance program. They recommended after these observations that the revenue insurance program should operate more as a deficiency payment type program.

I should add, there was one other observation these members made about the program that you might want to

call moral hazard — but they didn't describe it as such within the program — that was the high cost of administration of the program, the cost of a program where bins had to be measured once or twice in a cycle, the inaccuracy that can lead to program costs from bin measurement. That was their contention. That when you measure bins and the bin measurement becomes the final determination of what the yield was, without going to elevator records, when the bin measurement becomes the final determination, that there is great room for error. There is also a great cost in administration sending people around to measure every bin in the province twice a year. So that was another difficulty.

So their recommendation was:

that no offsets between price and yield should be included in the revenue insurance program;

(They recommended) that both crop insurance and revenue insurance should reflect the management abilities of individual farmers in determining coverage and payments; and

(they recommended) that only the revised program be offered to farmers in 1992, (i.e. current GRIP should not be continued as an option to farmers).

February 11, 1992, signed by: Barry Senft, Chairman; Brian Perkins, cattle feeders; Roy Piper, UGG (United Grain Growers Limited); Lloyd Johns, appointed by the minister; Brett Meinert, soil conservation association; Gordon Cresswell — I think canola growers, was it? — western wheat growers; Hartley Furtan from the university; Keith Hayward from the Crop Insurance Corporation; Leonard Kehrig from the canola growers; and Sinclair Harrison from SARM (Saskatchewan Association of Rural Municipalities).

Attached to this report, and sharing the analysis in many respects, was a minority report submitted by Gil Pedersen and Nettie Wiebe, one of my appointments and one from the NFU (National Farmers Union). The minority report agreed with separating the programs. The minority report offered a different solution for the payment of the revenue insurance.

But many of the observations of the existing program were shared by all of the members, including those who signed the minority report. I have to say that the members, with integrity and sincerity, listened to farmers, analysed the results of the discussion, and brought forward the recommendations that have resulted in the program. And if there are any other questions about the program, I'd be pleased to answer them.

**Mr. Muirhead:** — Mr. Chairman and Mr. Minister, your colleagues think that you answered right but I don't agree with you. Some of them you did, but most of them you didn't. Let's just discuss more what you call a moral hazard. A moral hazard is what Crop Insurance Corporation calls a moral hazard. Crop Insurance mandate is to farm in a husband-like manner. There's no law any place in this world that says how a farmer has to farm. There's no one says they have to. And you or

nobody else can dictate whether the person wants to put on fertilizers, chemicals, or whatever. And if that farmer out there wants to put fertilizer on, he can. But you're saying that: make the decision that he would not normally make. And so when someone didn't fertilize in 1991, and so you can say, well gee, that's a moral hazard; he didn't put fertilizer on.

Just to give you an example, Mr. Minister, this is all coffee shop talk and farmer talk and elevator talk, because we . . . Let's just give you this example. There was meetings put on by your department in Craik and Davidson and Findlater last spring. And a farmer stood up — and I forget whether it was the town of Davidson or the town of Craik. It was one of those meetings on the same day — and the question was asked at one of those meetings, that there's five or six adjusters in this meeting and there's two or three agents. Can they, without mentioning any names, tell us if they thought there was a moral hazard in this whole district. That's district 12. They covered a big district. That went from Chamberlain to Dundurn — a big area.

And not one comment from any of the adjusters or the agents until another farmer got up and says, well I'm one; I'm the moral hazard. Because under the new program, he said, under the new program I did not put fertilizer on this year. I didn't put fertilizer on in 1992. So nobody seemed to say anything for a minute. But the man that asked the first question was his neighbour, and he just yelped it out and made this man look foolish. Oh, come on now, you told me this spring you didn't put fertilizer on because wheat was \$2.15 a bushel.

A lot of people, when they think the price of wheat is going to be two or two and a half dollars a bushel and you're short of money, or even if you got money, you think it's a poor risk at the price of wheat, that's the reason why so many people didn't put fertilizer on last spring.

But this spring there was more fertilizer went on. I will admit that. But it wasn't the 1992 that caused that. Because the general talk seemed to get throughout this province of Saskatchewan, well I don't think I'll even bother putting on the 1992 GRIP. I guess I should have protection. And some would say, the banker makes me put it on. But really they think the price of wheat is going to be three and a half and four dollars a bushel. That's why the fertilizer went on.

My youngest son was guilty of that. They run out of fertilizer in the Wheat Pool in Craik. He was hauling fertilizer like crazy out of Moose Jaw because he thought wheat was going to be \$4 a bushel. I advised him, I said I wouldn't be doing it if I were you. You're just spending extra money that you're not going to get a return from. It was nothing to do whether it was '91 or '92 GRIP, Mr. Minister.

Then you made the comment about premiums per acre under the '91 or '92 GRIP — is the farmer's premium higher. Oh, that's the question I wanted to ask you. You didn't comment on it. That's the next question I want to ask you. Is the farmer's premium, the client's premium higher under the '92 GRIP than it was under the '91 GRIP per acre for the same grain for the revenue insurance?

(2115)

**Hon. Mr. Wiens:** — To answer the technical question, and I'm sure he wants me to answer some of the others as well — the member opposite — as the member opposite is aware, last year the federal government, in holding a carrot out with one hand while holding a gun relative to federal support with the other, paid 25 per cent of the farmer premiums for the program. So there was a 25 per cent premium increase across the board. Well there was actually a 33 per cent premium increase across the board because you added the 25 per cent the federal government paid and put it over the 75 per cent the farmer paid, times a hundred, gives you 33 per cent increase in premiums for that reason alone.

There were also increases in premiums resulting from some calculation changes by the federal government, and there were also some premium increases resulting from the inclusion in the yield records of farmers of some drought and short crop situations. So there was a substantial premium increase in Saskatchewan this year, which continues to be the cause of farmers saying that GRIP is too expensive and delivers inadequate support. The fact is that had the 1991 program been translated into the 1992, the premiums would have been even higher.

Now with respect to the discussions around moral hazard. The member opposite — and I need to enter it into the record one more time — the member opposite continues to describe farmers as having moral hazard. And the fact is that it is not farmers who have moral hazard, it is the program that has moral hazard.

And the member opposite talks about farming practices. I agree absolutely that some farmers want to be organic farmers and they run their operations in a particular fashion. And they have a certain set of costs that are different from the kind of costs that a different farmer has.

The object of good farm programming is not to direct what kind of farming practices people have. They should make them on the basis of how they believe they should farm. And in my comments earlier I had made that quite clear that in fact it is only . . . there ought to be the opportunity that if I decide to invest in extra input for my crop I ought to be able to expect a return from spending the extra money or the extra effort or buying a different piece of equipment that would result in better cropping or better results in my farm.

The Saskatchewan farmers have become the most efficient, the most adaptive farmers in the world based on that premise. They believe that if they work hard and if they do the best job they can that they will somehow be compensated for it.

The pioneer spirit of working hard and building the province and building the community comes from that kind of belief in the farmers of this province. But all of a sudden the members opposite created a program where it didn't matter what you did, you got the same return. Well that was the subject of very, very many concerns, and I don't think there's anybody in Saskatchewan that quarrels with the need to have changed that. So I needed

to make that clear.

Now with respect to what actually happened in the province, the member opposite says it was the belief that wheat was going to go to \$3 or \$4 and therefore people produced more grain. Well wheat at \$4 wouldn't have done anybody a hoot of good yet, in terms of increasing the personal incomes. The reality is that people in Alberta would have had the same beliefs as people in Saskatchewan with respect to what crop prices were going to be. And in Alberta the increase in input use was 1 per cent. In Saskatchewan the increase in input use was 22 per cent. Now I'm not trying to flog input sales. I'm simply saying that the program allowed farmers to make the decisions based on what they believe they should produce and how they believe they should farm. And the results are apparent from some of the evidence that's coming forward.

I think those are all the questions the member asked, and I'll look forward to the next series.

**Mr. Muirhead:** — You said . . . well just to comment on the moral hazards and we'll drop that for now, Mr. Minister. I asked you about the 1991 moral hazards, but if I wanted to take the time and we can both go through it, and the same moral hazards are still there for 1992 GRIP. The farmers can still do what they want.

They can still . . . In my area the people last year sowed pretty near every grain you can think of. On our farm there was canola planted, there was spring wheat planted, and there was barley planted. That's mainly what we plant. But this year, under the 1992, we couldn't afford to put any barley in at all because the prices were so low on the barley coverage on crop insurance. That was . . . sorry, Mr. Minister, the crop insurance coverage was so low on barley. So it's still there; it hasn't changed much.

Like last year, you said that it was all the same regardless, that you would collect. If you got zero bushels an acre, 20 or 30 bushels an acre, you'd all collect the same. Well on the revenues this time, for goodness sake, what do you think you've got? Every meeting you held, every example that . . . whatever your rate's going to be, you would get exactly the same for oats and for lentils and for canola and for wheat and durum.

In my area the example was \$30 an acre, and it didn't make any difference if you got zero or 50 bushels an acre, you got the same. So don't try to say that that isn't . . . that's a socialist way of thinking, that way, if I ever heard of anything in my life.

The revenue side, you separate it from crop insurance and you've got a revenue plan, and all what your revenue plan is, is just whether you're going to decide what the price of wheat's going to be. You're just going to have to flip a coin and decide whether the price of wheat's going to be low or high. So that's really all your program is.

And as I said before, I did put on the 1992 GRIP because it's better than nothing. It's going to pay something. Because I didn't believe the price of wheat was going to go to \$4 bushel. If I had've had insight and known for

sure, why would I carry it? Why wouldn't any farmer if they figured the price of wheat. I pleaded with my neighbours, for goodness' sakes, don't drop it, because you'll collect for sure. On anything you put in you'll get something as long as the price of wheat and the price of canola stays at whatever the level is.

Mr. Minister, I have an example here. You told me the other day that you could guarantee exactly what a person's going to get out of the revenue insurance. I'm going to give you an example. We're going to use this farmer and we're just going to talk about one acre — not the thousand-acre farmer — one acre. And his potential over the long term, he's covered for 30 bushels an acre. So in the 1991 GRIP at 4.15 a bushel at 30 bushels an acre, it would be \$124.50 an acre. Durum, I believe it was 4.55 — I'm just doing this by memory — he'd get \$136.50 on durum.

So you were saying that, why wouldn't people grow durum last year. Well on our farm we've always grown half durum. Our area grows a lot of durum wheat. And last year we didn't because that other \$10 an acre in there was taken up in premiums. So we just . . . and durum doesn't grow quite as good as spring wheat so we didn't. We sowed all spring wheat. So that's not right that people went for the 4.55, because the premium was high on the durum, and you know that.

And so the farmer will receive \$124.50 an acre, guaranteed some way or another. And here's the whole concept that we're into here. Because of the GATT (General Agreement on Tariffs and Trade) agreements we have in this country and from all we get for a price of wheat in Canada is we have to depend on a market that's not very stable. We have to have United States, Europe, or Russia. They have to depend on them for a crop failure for us to have our wheat fluctuate up and down a little bit.

We get a good crop, it goes up maybe a buck. With poor crops, she goes down. So that's not a very good market, and you know that. That's what the problem we got. I think we all agree on that, that we've got stabilized farming. And so that's what this plan was.

The plan was starting to work on two years prior to coming out. And some of your officials would be working on that plan. It was to try to get a guarantee for farmers so they know where they're at. And what this program has done is taken that away from them. They had to know to hang on and make deals and pay their bills and try to make deals to refinance their farms. They needed to have some guarantee like the other countries, even though I don't like that. I wish we didn't have to go that method. But that was the idea of the 1991 GRIP, to give a farmer a guarantee.

Now in the 1992 GRIP, we'll take that same example. In 1992 he's got 30 bushels to the acre and the market price right now is \$2.45 a bushel. That's what it's set at, roughly, in my area. And that gives him \$73.50 a bushel and \$30 an acre is what they're saying in my area, unless you can come up with something different. That's the example they use for district 12, was \$30 an acre from GRIP.

Now that was to give a total of \$103.50 an acre. Now that's a shortfall from last year for \$21 an acre. These aren't my figures. The figures for '91 were the actual — they were the actual. Because that's what the contract would be at 30 bushels an acre at such and such. Now I had farmers in my area go as high as \$157 an acre; Regina Plains, we know there were some people that . . . (inaudible) . . . 45 and 50 bushel an acre and they got big guarantees. We had farmers that were naturally much lower than that.

But that's the example they use because that's the example that the department used. So for 1991 GRIP, \$124.50 on spring wheat is what he was guaranteed . . . (inaudible) . . . from the market-place in GRIP he knew that he had a bankable figure of 124.50. Now they're telling us, your department said that that farmer would get \$103.50 an acre because that's the figure they use — 30 bucks an acre. Now that's a shortfall of 21.

So, Mr. Minister, do you agree with that \$30 an acre? Is it more or less? Or do you have the magic figure?

**Hon. Mr. Wiens:** — Mr. Chairman, the analysis that is lacking there is the fact that 1991 GRIP applied in 1992 would have been paid out at \$3.86 a bushel not at \$4.15 a bushel. So that would substantially reduce the 1991 estimate for 1992.

Farmers also experienced serious premium rate increases in 1992, which makes it more difficult again. The difficulty with the GRIP program, as I said earlier, is that under the formula agreed to by the members opposite the level of support slides annually because of the 15-year moving average and the prices have been very, very low in falling.

Now the member was talking a few minutes ago about the stability of income and the difference between last year's program and this year's program. Last year's program, as you say and as the committee observed, gave you a specified level of support that was your bottom but then also was virtually your cap.

So a farmer could not benefit from improving his or her production practices last year. The national GRIP committee, in their most recent meeting on July 7, said, recognizing this problem, they said:

(It states) the goal of a highly individualized program which is fully predictable for producers, (and which) is crop specific and maintains full price-yield offsets at the individual level, is in direct conflict with the objectives of maximizing the level of market responsiveness and minimizing the potential for moral hazard and program abuse.

And as they give direction towards changing programs across the country, they say that the programs need to go in the direction that ours has gone. When you compared last year's program and tried to say that last year and this year is the same in terms of the revenue insurance payment, they are . . . One of the distinguishing differences between last year and this year is that last year a farmer could lose their revenue insurance benefits by

having above-average yields.

It's exactly the fact that contributes to the fact that you end up with the same return for a 5-bushel crop as a 40-bushel crop. Because up to your individual average, you're assured of the minimum return. From your individual average and up, every time you get another bushel of grain sold and get the return from that, it comes off the program payment. That's how you achieve this very flat income response.

Well when you're comparing last year's program to this year's program, one of the features that's focused on is clearly the bottom line. What could happen in the extreme circumstance? And that's an important consideration. Because in the event of drought, where a farmer has had nothing to do with having a below-average yield, farmers can be hurt. It's a hurt that farmers have been prepared to take over the years, but it's a hurt that farmers cannot take now because of the income shortfall that has been going on with the fact that the federal government has not made their payments to farmers for third line of defence.

(2130)

And farmers accepted the risk attached to 70 per cent crop insurance coverage from 1962 to 1990. And they dealt with the ups and downs of their production as a result of that. Why then do they have difficulty dealing with an 80 per cent production now?

Well the reason is that they are suffering from the income shortfalls that have resulted from international trade circumstances that they are not being adequately compensated for. And it's for that reason that we have called on the federal government to put in place a disaster-relief package and why our officials are going to be meeting with federal officials to continue to negotiate on that basis, that in fact farmers should have coverage for that loss that is no fault of their own and we will continue to work for that. We believe that that's third line of defence programming. And we'll continue to negotiate with the federal government to make that point. We will have full discussions and hopefully we can arrive at some agreement.

But the fact is that under the new program . . . While under the old program you had the same return whether you had a 5-bushel crop or a 40-bushel crop, under the new program that bottom line that I described could be, in the extreme circumstance, 20 per cent lower. But the farmer also has the potential for an income that breaks that cap that was on it from last year. And when a farmer produces above average, a farmer can be compensated for producing above average so that they can continue to engage in farming practices that result in production above average and continue to pay them back for the investment they make in order to do that.

The committee believes that's a sound principle. I think most business people in Saskatchewan believe it's a sound principle. I think most working people believe it's a sound principle — that if you work hard and you do well, you should be able to receive some compensation for it.

I don't know if I've answered all of the questions the member asked, but if not, I'm sure he will remind me and I will answer him in the next series.

**Mr. Muirhead:** — Mr. Chairman, Mr. Minister, I don't think you really understand what the farmers in Saskatchewan want, and what they have to have to survive. You do not understand. By your answers all day today, you don't understand.

The 1991 GRIP guaranteed them the money. Now many people were quite happy to pay a premium if they over-produced. Why did so many people have to pay a premium last year? Because they over-produced. But they had the money. My colleague just said to me here that he got some stubble covered for 12 bushels per acre, and he got 40 bushels to the acre. He had the money. Your program is for the rich. And I can't believe that. Socialists always design programs for the poor, but you have designed programs for the rich and said: to heck with the poor. That's what you've done.

Now I give you the scenario of 124.50 an acre and a 30-bushel crop guaranteed last year for spring wheat, and I give you the same scenario under this program, and he's going to be \$21 an acre short. But now, that's at 30 bushels an acre. Let's take that scenario, Mr. Minister, if he gets zero bushels an acre and the price of wheat goes up, and you wouldn't pay him a thin dime, not a thin dime. That's what the worry is out there. What if the price of wheat had've went up?

It may be for . . . We won't know until January of '94. The farmers will not know in this province what they got for bankable under your program until January of '94 when they come out with a final wheat price, with the final payment on the 1992-93 crop year and you know that quite well. There's no guarantee, that's why it's not bankable. The only thing is bankable here is the crop insurance portion. Nobody in their right mind, a lender, would lend on . . . oh if maybe if you didn't need the money to start with they might give you 10 bucks an acre of your 30. But somebody that's desperate and having a hard time to borrow money, he's got a problem here.

Now my colleagues are going to ask some questions, but I'm going to ask you one last question. Did you make a mistake when you neglected to inform the farmers pertaining to a change in their GRIP '91 program, in writing, by March 15? Did you make a mistake, Mr. Minister, or did you not? And I just want one response to that and then I'm through.

**Hon. Mr. Wiens:** — The farmers were informed of the program changes on March 13, 1992, which was the earliest date that they could have been informed, because that was the date when the discussions with the federal government ended after a month's delay. Now the member opposite has been fed a few lines by his friends to say, you should say this is a program for the rich. Well I can assure the member opposite that there are no rich farmers in Saskatchewan resulting from the level of support they received through these programs.

Accepting that the program that the members opposite designed last year had a sliding rate of return that began at

\$4.15 a bushel last year and that was destined to be \$3.86 this year by the moving average price, that was a major concern for farmers, that you can't have a program where the support disappears on you year after year after year. That's what farmers were concerned about. We have not been able to fix that. But the fact is that the federal government did agree to pay special needs when the second line programming was inadequate, and we will continue to push the federal government to establish the triggering mechanism when that money is paid.

The unfortunate thing is, the triggering mechanisms for farm payments have traditionally been election campaigns. Well that's unfortunate because it creates, in the minds of the public, a very serious distrust for farmers because they believe that they don't need the money. They believe that it's only a pay-off at election time.

Well what we need to do is to establish programs that deliver money predictably and the farmers were assured that the federal government would provide program funding . . . that the federal government's third line of defence committee has repeatedly tried to establish a triggering mechanism, the federal government's own committee, so that farmers would know what circumstances would trigger support.

The fact is the federal government continues to avoid making that commitment. We have at the last ministers' meeting put a committee together. There was a report brought forward from Ontario. We are making some progress. We got it back on the table at least.

But the discussion dithers on and on and on. The farmers are frustrated by anything . . . It's when provinces don't and governments don't want to make a commitment to something and they put it into some stew that goes on for ever.

Well farmers need money now. They need a triggering mechanism and we have encouraged the federal government to recognize that in this case drought ought to be a triggering mechanism. And we're going to push for that because there hasn't been another triggering mechanism established.

The member talked about funding for farmers and income for farmers. And I have said it repeatedly today, that there are serious income concerns for farmers. And those concerns are based on the fact that the program that was designed by the members opposite was seriously flawed and cost too much and delivered inadequate support. And as I've said a number of times and I will say again, you can't make a silk purse out of a sow's ear.

This program needs to be seriously reviewed or dumped, and something put in place for farmers that makes good sense for them. Saskatchewan farmers get dragged into these kinds of programs. Canadian farmers get dragged into these kinds of programs, while our major competitors, even those who sign agreements with us and say they will not interfere with our markets by using their export programs to interfere with our markets — those farmers are supported by their federal treasury. They don't have to pay for those programs. Their federal treasury pays for those programs. It happens in the United

States. It happens in the European Community.

We have an agreement with our friends in the United States that says they shouldn't use their export enhancement program in markets that we are trying to access. And yet, in a news release last week it said that Canadian farmers have suffered a loss of \$1.6 billion as a result of the use of the American export enhancement program over the last three years. And they anticipate farmers in Canada losing an additional \$1.5 billion over the next three years.

Well farmers have put into their own program support, millions and millions of dollars. And the provinces have met their commitment to the programs. And we're now asking the federal government to meet their commitments because that was the deal, and that's what farmers need if you really are seriously concerned about that.

I think you members opposite ought to be reminded that we put a motion forward in this House early in the session calling on the federal government to pay out the third line of defence payments, and the members opposite voted against it.

And then they pretend to be interested in the well-being of farmers. They continually come to the defence of their federal counterparts and say no, no. You shouldn't have to bother. Leave it to the Saskatchewan taxpayers. Leave it to the Saskatchewan farmers. Let them suffer in silence here.

Well that's not good enough for Saskatchewan people. And we will continue to press the federal government to make those payments.

But with that, I would like to wait for further questions from the members opposite.

**Mr. Muirhead:** — Mr. Minister, we've had a good exchange of questions here tonight on the . . . when I started at 8 o'clock. That will soon be two hours. Mr. Minister, certainly I expressed my views a couple of times quite strongly. And then we got down to answering questions. But that was only technical questions about the GRIP program — '91 and '92.

When we get right to the meat of it now — and that's why we're here — right to the meat of it, I asked you a question very clearly. I asked you very sincerely. And you thought that I was so naïve that you could give a political speech and I would forget what I asked you.

Now I asked you: would we be here presenting this Bill, Bill 87, about having that there March 15 part void from our life, if you had've sent out a letter prior to March 15. If you had've sent a letter out March 15, would we be here, Mr. Minister?

Just a yes or no answer. No rhetoric. No political speech. Answer that to the people in the province of Saskatchewan. Would we be here, would we be in closure, would we be in all this impasse we've had, if you hadn't have blundered and sent that letter out to the farmers on March 15?

Because I think, Mr. Minister, you're trying to get away with that little news announcement on the 13th. If that was good enough you wouldn't have needed this Bill. Now tell me, Mr. Minister, with no rhetoric, if you had've sent the letter out — your department — would we be here discussing this Bill in this manner?

**Hon. Mr. Wiens:** — I have to answer this question very technically. If it were not for the blundering of the members opposite — the blundering which causes them to try to interpret a very fouled-up construction of a program last year in the legislation, that tries to interpret it as saying something specific, and then holding up a whole legislative session since June 10 on the pretence that this deadline they talk about means something — if it was not for that kind of blundering by the members opposite, we would not be here, I assure you.

The members opposite have tried to make a case out of a fact growing out of the legislative blunder they made last year. They have tried to pretend that this is significant to anybody. Farmers in Saskatchewan know that the program was announced on March 13. And the purpose of that announcement was to inform them of changes — changes that were explained to them in greater detail over a period of time through the crop insurance agents and through other information. Farmers have had more than adequate information to understand the program. And surely that's the reason for provision of notice.

But let me get back specifically to the technical point the member raises with respect to the date. We announced the changes on March 13 because that was the earliest we could announce them. What constitutes legal notice is a question that is difficult to answer because we don't know what legally we were giving notice of, because the members opposite created a contract that was so ill-defined, and that we have explained several times here today that it would be very difficult to determine what one was giving notice of and what the required procedure for them giving notice of that would be; because the contract, the contract was only in the verbal communication between members and farmers. The only description of the program was verbal until May 1 when the pamphlet on which it says . . . the pamphlet which is here somewhere, on which it says revenue insurance contract — this pamphlet was sent out.

So there is a piece of paper the farmers signed, which looks like this, that the member from Thunder Creek was waving around before. And there is a pamphlet that was sent out on May 1, six weeks after March 15, this pamphlet was sent out. Changes continued to be made in the mean time. The members opposite need to stop playing games with this.

There was such a misconstruction of what the program was, such an undefined construction of what the program was, that we gave notice but who knows whether that kind of notice is legal when we didn't know what it was we were giving notice of? The fact is that it is a relatively insignificant point in the lives of farmers.

(2145)

What they needed to know is what the programs were

and having adequate time to choose and make their decisions about the program. And they have done that and farmers recognize that. And yet the members opposite have spent the money of the taxpayers holding up the legislature. They have tried to make great glory out of this simple point around a deadline, the March 15 deadline, that we followed by making our announcement, but that they repeatedly ignored in the years leading up to the new GRIP program but also ignored in the year of the implementation of the GRIP program. I fail to understand how that can be described as anything other than hypocrisy.

**Mr. Muirhead:** — Mr. Minister, it's too bad you can't understand this. Somebody that's not understanding it, that's going to lose their job over it, should be trying to figure it out. Because I will say that there is no way that this Premier will ever leave a blundering Minister of Agriculture that brought us into this mess in this position.

And I ask you for the last time, and then I'll let my colleagues ask you and ask you and ask you: would we be here with a Bill with that void part of the contract, that part — we might have had a GRIP Bill — but would we be here discussing this terrible retroactivity of the void part of the contract, if you had've made the announcement like you did on the 13th and then got the letter out on the 15th, would that have protected you and you wouldn't have had to be here?

**Hon. Mr. Wiens:** — Mr. Chairman, that's a question that only the members opposite could answer, because had they not chosen to make noise around that point because they felt that was one that they wanted to make noise about, they could have made noise about some other point that they wanted to make noise about . . . I think that they were determined to make noise about something, and far be it for me to judge what it would have been they would have made noise about.

**Mr. Martens:** — Thank you, Mr. Chairman. Mr. Minister, the House Leader and the Minister of Economic Development said in the *Leader-Post* on June 19, he said:

He (Lingenfelter) wouldn't commit to the ultimate removal of a clause that retroactively determines farmers received proper notice of the GRIP changes.

Would you make a comment about that?

**Hon. Mr. Wiens:** — Excuse me. It's not a quote I've heard before. I will repeat what I think you've said, and if it's accurate, I will answer it. You say the quote said the House Leader indicated in the paper that he would not commit to removing a clause that required notice, or he would not commit to not removing a clause that required notice?

**Mr. Martens:** —

He (Lingenfelter) (quoting the *Leader-Post* June 19) wouldn't commit to the ultimate removal of a clause that retroactively determines farmers received proper notice of the GRIP changes.



**Hon. Mr. Wiens:** — Well it seems to me that that quote says very little other than not committing to the final outcome of the legislative changes. The legislative changes that have in fact been implemented are the ones that removed the requirement for notice. They do not indicate that the notice was given retroactively. What the legislation now provides is that it removes the requirement for notice from the 1991 contract.

**Mr. Martens:** — Mr. Minister, another quote from the *Leader-Post*:

NDP House leader Dwain Lingenfelter admitted Friday the bill covers up for the fact the government missed the March 15 deadline to notify farmers about changes to the GRIP program.

Would you comment on that?

**Hon. Mr. Wiens:** — Yes I will. I thought I had already several times, but maybe you will understand the answer if I do it one more time.

The requirement for notice is very undefined in terms of what it is. We gave notice on March 13, the earliest point at which we could, at a press conference, of the changes to GRIP. The dilemma that one faces is that nowhere is adequate notice described. Nowhere is it described what adequate notice is, nor can one anywhere in the construction of the 1991 program determine exactly what the contract is, and therefore it is very difficult to determine what a change to the contract is because there was no definition to the GRIP program contract in 1991.

We have gone through this several times but I will go through it one more time. In the 1991 year the members opposite began discussions of a program on March 1. Producers indicated their willingness to participate by signing on a piece of paper that the member from Thunder Creek was waving around some time before. The government members of the time went on a crusade across the province, a series of meetings at which they described the program as they believed it to be. Then on a daily basis they made changes so however many teams they had out talking to farmers were responding late to changes on an ongoing basis.

I know of farmers who went to three or four meetings in order to try and find out what the latest story was. And so clearly many farmers — most farmers — would not have had a clear understanding of what the contract was. That went on well after March 15 when the members opposite believe there should have been a contractual commitment. It went on . . . The first piece of paper that showed up showed up on May 1, I'm told, when a pamphlet which is called the revenue insurance contract showed up.

But that's not the only piece of paper that describes program features. There is another one that describes program features that talks about safety net programs. So if one combines this pamphlet and this pamphlet, and the descriptions of crop insurance agents and the descriptions of cabinet ministers on parade across the province, and the description of Crop Insurance employees — if one combines all those things one can

possibly calculate what one farmer believes the program contract is. But I can guarantee you at the end of that process it will be different for every farmer in Saskatchewan. There is an infinite combination of things that people would believe their contract was.

Now that would be fine if in the legislation somebody had described what it really was. But in the legislation it wasn't defined what it really was, so there was no definition of what the GRIP contract was last year. So for the members opposite to then be critical of the fact that we believed we needed to clarify that, and that we needed to clarify the notice provision in order to simply do reasonable administration, is an interesting contention. Because I think most reasonable people would believe that in the face of that kind of lack of definition of what a program is, surely one needs to define it.

So in the new legislation we have defined the 1991 contract as being what's in this pamphlet. It has defined that the notice provision from last year is voided so that there is no requirement for notice. But that's all that this legislation does. It then goes on to describe the 1992 GRIP program, the program that was announced to farmers on March 13, the program that farmers had originally up until April 15 to respond to, and later to April 30, and later until May 15. And eventually they had the right to withdraw from it until July 20.

So farmers clearly know what it was that they were signing up for with the new program and what they had the right to withdraw from. Most reasonable people would agree that one had to put definition to something that had no definition. So that's what we did. And we did it in the only way that was possible in this legislation.

**Mr. Martens:** — Mr. Minister, the House Leader said:

NDP House Leader Dwain Lingenfelter (June 13, *Leader-Post*) admitted Friday the bill covers up for the fact the government missed a March 15 deadline to notify farmers about changes to the GRIP program.

He said it, I didn't. I'm asking you to comment on it, on missing the deadline.

And now I want to ask with that, why did it take two places in there to void it? You didn't do it once, sir. You did it twice — one's in crop insurance and one's revenue insurance. Why did you do it twice? Isn't once good enough?

**Hon. Mr. Wiens:** — It's my understanding that the crop insurance provisions in the contract, in the legislation, are in section 3, is it, Part III? So it's done within crop insurance and it's done within revenue insurance. My understanding is that it is because of the fact that those programs were intertwined last year that it's required on the crop insurance side now because it's impossible to separate the way in which they were constructed last year.

With respect to the notice, one more time, you could have asked each one of the MLAs (Member of the

Legislative Assembly) in this Assembly and each one of the cabinet ministers, and you could probably go ask each member of the public to decide whether March 13 announcement by press conference was adequate notice. That's the decision that somebody else would have to reach.

The fact that I might have an opinion on it and that someone else might have an opinion on that is . . . leaves them as opinions. The fact is that it would be impractical to leave the interpretation of that question up in the air so that one could go on and on and on and on with wrangling around a simple technical point, when the only reason the definition of it was required was that nobody could define what the contractual commitment was, the program was. This was the only option for government. It was the only option that made any sense. And it makes sense to everyone except for a few members opposite.

**Mr. Martens:** — No, Mr. Minister. It does not. I'm not the only one with a problem concerning the date. The court in Melville says:

What is clear from the affidavit of Kramer is that notice was not given to the farmers on or before March 15 . . . as required by their individual contracts of revenue insurance under GRIP . . .

That's exactly what they said. I didn't say it. The Minister of Economic Development, your House Leader, said you missed it. You goofed. Admit it. March 15 has come and gone. You can't restore it. What do you say to the very fact that you had your deputy minister swear an affidavit saying that we'll deem it to have been sent out. My legal contacts say deeming is legal fiction — deeming it to have been sent out prior to March 15. The Minister of Economic Development, the member from Elphinstone, says we missed it. Now I want to know whether you think we missed it.

**Hon. Mr. Wiens:** — Mr. Chairman, I think the member opposite has misquoted earlier. I think he requoted more accurately later, the affidavit that was sent. I believe the affidavit is consistent with the interpretation that I gave a few minutes ago, that the notice was deemed to have been given. It would be interpreted that the manner in which notice was given was notice. That's what that says and it follows from the fact that it is difficult to determine what adequate notice was.

I have explained it now several times that in a contract that was not a contract, in a contract that was defined . . . clearly farmers had some kind of a contract but nobody knows what it was. The members opposite didn't know what it was. I don't know what date the legislation was passed — the officials here may know — but the legislation when it was passed didn't include the definition of the program. The legislation establishing the GRIP program didn't include a definition of the program, of what the program was.

(2200)

So if one took the form that the farmers signed and pamphlet A and pamphlet B — pamphlet A having been

published on May 1 — and anything that a farmer may have been told . . . Now if they happened to go to the first meeting before changes 94 and 95 and I suspect up to 120 — I don't know how many changes were finally made — if a farmer happened to go to one meeting and no more and to be told that this is the program and that no other information came out until May 1, six weeks after the March 15 deadline the members opposite talk so much about, I would think it would be reasonable to expect that that farmer might believe that what he was told at the first meeting was the contract that he was entering when he signed the paper. Because there was no other evidence other than what the crop insurance agent might have told him or her when they were signing up this piece of paper.

So having such an ill-defined program, having such a non-defined program when it is reasonable to believe that any farmer being told by a minister of the Crown or by an employee of the Crop Insurance Corporation that this is the program and because that's the program, you can now decide whether you want to sign up for this program or not, I would think they would have a right to believe that that was their contract.

But nowhere did it say that, nowhere did it say whether it was the communication of the crop insurance agent or the communication of the minister who went to the meeting or any other source that completely defined the nature of the program. Therefore the idea of providing notice becomes a very, very difficult exercise because what do you tell someone, what do you tell someone who believes the program is something that's not even written in the piece of paper. How do you tell them that what they understand the contract to be is not true when you don't know what it is they believe the contract to be, because you don't know what any one of the 150 people that were out there talking to them said to them? That's the point on notice, that makes it virtually impossible to respond to in any other way than by clarifying what the 1991 contract was, and then to define that in fact there was no requirement for notice. The requirement for notice is also virtually impossible to square with the federal-provincial agreement provisions for change. The federal-provincial agreement can be amended at any time and if the federal-provincial agreement is amended, then March 15 may have absolutely no relevance to that.

The members opposite demonstrated that they believed there was no relevance to the March 15 deadline in the fact that they ignored it for all the years crop insurance was in place, and they ignored it in the year of the implementation of the new program. And it was for those reasons, it was because there were changes made to the crop insurance program in spite of the March 15 deadline the members opposite talk about, that it is necessary to state once and for all that the provision for notice be voided, because one does not know who might come forward and say that, I have been harmed or I've been harmed or I've been harmed, because the government in 1991 ignored the notice provision. Those are frustrating and continuous efforts that will be made in that regard that are fruitless in terms of what they accomplish in terms of the program. So what was necessary to do was to define the program.

But I want to say to the members opposite that the issue

they continue to raise and the issue around which they've held up this House since June 10 is not an issue that anyone other than they are concerned about. And it ought to be clearly demonstrated to them by the fact that only 288 people, in the whole time that they were out there, 19 days out during the bell-ringing, that only 288 people sent in petitions saying that they were concerned about it. The fact is when this government engaged in the bell-ringing exercise against your SaskEnergy legislation, there were 120,000 petitions that were brought forward in response to that. People were concerned about that.

Well I'm not saying farmers are not concerned, but farmers are not concerned about that issue. Farmers are concerned about their incomes; farmers are concerned about their ability to survive in a world of unfair trading practices, in a world where unfair trading practices are even engaged in against an agreement that we have with one of our neighbours. Farmers are concerned about the consequences of that on themselves and their families, their ability to send their kids to school, their ability to make their payments, their ability to replace their equipment, their ability to just feel good about themselves and the fact that they are getting a reward for what it is they are doing.

The federal government, as the members opposite are aware, established for themselves that with respect to farm programming, there ought to be three lines of defence. The first line of defence is the farmer and the farmer's efforts in producing a crop, the farmer's commitment to doing what farmers do best: going out and seeding the crop, and using production practices that make sense for their operation and taking off the crop and looking after it and marketing it in the most advantageous way. That's the first line of defence.

The second line of defence described by the federal government was shared-cost programming, the tripartite programming where the farmer and the province and the federal government would share in the cost of these measures and they would provide a block of support.

But the third line of defence that the federal government described in their own programming was that for unforeseen events, disasters and those kinds of things, that there was the need for emergency and disaster relief and the federal government would come good for that. That was described by the members opposite, the whole time that the GRIP program was being marketed. That has been described by all 10 provincial ministers sitting at the table with the federal minister in the time that I've been the Minister of Agriculture.

And I ask the members opposite to stop trying to say that's not so. I ask the members opposite to join us in calling on the federal government to provide this disaster relief, to provide this funding for Saskatchewan farmers because it is very clear that when Saskatchewan produces one-half of Canada's export grains, from only 4 per cent of the tax base, Saskatchewan cannot be expected to pick up that cost on the backs of our taxpayers and our farmers. And we ask the members to stop playing politics and get involved with getting Saskatchewan back on its feet.

**Some Hon. Members:** Hear, hear!

**Mr. Martens:** — Mr. Minister, I'm going to quote for you again from the affidavit that the deputy minister asked you to sign. And it says here:

I am aware and do verily believe having been advised by the Honourable Mr. Wiens that in addition, he intends to introduce legislative amendments in the current session of the Legislature. These amendments will include a provision in which notice of the 1992 changes will be deemed to have been given to Producers by March 15, 1992 as required in their individual contracts.

You said it: "as required in their individual contracts." The statement made by the justice says this: what is clear from the affidavit of Kramer is that notice was not given — you had your deputy sign it — "as required in their individual contracts." I didn't say that. You did.

These amendments will include a provision in which notice of the 1992 changes will be deemed to have been given to Producers by March 15, 1992 as required in their individual contracts.

There is no doubt that the court has to believe you if you're going to say that.

What is clear from the affidavit is that notice was not given to the farmers on or before March 15. I didn't admit it. You did. Your House Leader said the same thing.

As a matter of fact, on June 17, the *Leader-Post* was asking you the question:

Agriculture Minister Berny Wiens was repeatedly asked whether changes to 1991 GRIP contracts after the March 15 deadline would create legal problems, say members of the crop insurance advisory committee (who you've been quoting all the time).

But Wiens told committee members: "We can get around it somehow."

Now you admit in your signed affidavit, that it is required in their individual contracts. The court says, there it is. Notice was not given. And in your Bill you throw it out. In the contract. It's in it — section 49. You say specially, twice in the Bill, section 49 is gone. And in it it says any changes in the contract shall be mailed. Any. Okay?

Now in the affidavit again it says, "as required in their individual contracts." The justice has no choice. It was an admission of an error. She says this: what is clear from the affidavit is that notice was not given. You said it. I didn't. We want you to tell us here that you didn't do it. That's the point we're wanting to make.

The member from Arm River asked you the same question. You haven't given me that answer yet.

**Hon. Mr. Wiens:** — Well if it's your intent to ask me questions that I can answer, I will. If it's your intent to put answers into my mouth, I'm sorry, that's something you

don't have the capacity to do. One needs to be careful how one interprets comments before one quotes them.

The members opposite have oft quoted the press comment where people remain unidentified with respect to what I have said about notice. The comments that I can recall making were made publicly at the arena here when there were several hundred farmers there, when that was not the answer I gave. The answer I gave was that it would be dealt with according to whatever mechanisms that needed to be used to deal with the issue because it was undefined. And the answer I've given repeatedly today is that it has been undefined.

But the members opposite are willing to accept as gospel things that have no identified source. They are willing to accept as gospel stuff that cannot possibly be true. Because the contention that the members opposite have made repeatedly with respect to direction from Finance, if you . . . I would appreciate if the members would put me in contact with the member of the committee who would talk about that, who would say that because the only time I met with the committee was to talk about . . . when they began their deliberations, to just let them know that I appreciated their service and that I look forward to their final report.

And I suspect if the committee had any frustration, it was that I did not direct them because committees sometimes want to know what ministers think. And it's not my belief that I should tell them that. It's my belief that when I appoint a committee to look after something, that they would go out and independently here and bring me the best information available — bring me the best recommendations based on what they hear, not on what I think. That's not . . . Because I don't have that kind of personal knowledge or wisdom of the industry that I can design a program by myself nor would I want to. That's why one appoints these kinds of committees and that's why one tries to get broad representation on them.

Now when the member opposite talks about Judge Hunter's comments with respect to the judgement, that is not what's in the affidavit. So it ought to made very clear that you ought not to represent what is in the affidavit as being what Judge Hunter said and her interpretation of what is said in the affidavit. Because the affidavit says:

. . . These amendments will include a provision in which notice of the 1992 changes will be deemed to have been given to Producers by March 15, 1992 as required in their individual contracts.

Judge Hunter interpreted that as meaning that notice had not been given. And that is one of the items under appeal, that in fact that's not what was said.

The fact is that this is not the mechanism that was in the end used in terms of the correction of this undefined question of notice. The solution that was used was to void the requirement for notice in the 1991 contract in the new legislation, to simply say that notice was not required.

(2215)

And I have explained I think six or seven times now the

circumstances under which . . . that define why notice . . . why that voiding was done. The members opposite have also tried to interpret that somehow great chunks of the contractual obligations have been voided. That's not so. The only thing that's been voided has been the requirement for notice.

Because under the program that was described by the members opposite last year, there was no definition of the program. The crop insurance contract had always been within legislation and within regulations described, but the revenue insurance program, the GRIP program, had not. So there is no one that could tell you what the 1991 contractual commitments were, because there was no paper out on the subject until May 1, six weeks after the March 15 deadline the members opposite continually come back to.

So I want to make it clear one more time that the issue of dealing with that notice was as a result of the inaccuracy and the carelessness that the members opposite engaged in last year in their hurry to prepare some kind of farm programming in preparation for a spring election; a hurry which cost the province of Saskatchewan \$157 million, that it did not used to cost the province of Saskatchewan for farm programming, to get something in place quickly for an election — a strategy used by the members opposite on a number of occasions where they made commitments for political visibility that cost the province dearly. And this is another one that cost the province and the farmers dearly. And not only did it cost us, but it was so carelessly constructed that it needed to be redefined in accurate legislation this year.

And as I said before, beyond the members sitting opposite, there is no one that has a concern about this. What the farmers are concerned about in Saskatchewan is their incomes — their incomes that have been devastated by trading practices that are unfair, incomes that continue to be devastated by the premiums they have to pay for the kind of protection that is offered without premium to their competitors in Europe and their competitors in the United States of America, who use their programs to target our markets to take away our market opportunities and reduce the value of our commodities in the world market. All the while, they go around pretending that they want to free trade up in this world. That's what farmers are concerned about. The members opposite ought to know that.

And if the members opposite would stop their blockading and get out in the country and talk to farmers, where they ought to be instead of sitting here wasting taxpayers' money talking about this and blockading it for ever, when they really have nothing they want to talk about at all, other than take time up, if the members opposite were to get out there, they would learn that from farmers.

**Mr. Martens:** — A statement made in the *Leader-Post* on June 17 says:

Agriculture minister Berny Wiens was repeatedly asked whether changes to 1991 GRIP contracts after the March 15 deadline would create legal problems, say members of the crop insurance advisory committee.

But Wiens told committee members: "We can get around it somehow."

Our contention is, sir, that you don't have the courage to say in court what you told those committee members. You don't have the courage to have those people on the committee tell the jury what it was that you told them. And that's why you have this Bill before us today. You don't have that courage because they would have to swear under an oath that they had heard you say that . . . (inaudible interjection) . . . Well then why don't you tell us and tell the court, allow the court to hear you. Let it go to court. That's what we asking.

If you think that somebody in the committee is not telling the truth here, then he should be set on a court where he has to swear what he heard. That's what we're asking you. We can get around it somehow. We are going by the facts as presented to us and the information we have available to us. And that is what we have in information available to us. We have the affidavit that said the individual contracts on March 15 were not met, the contractual obligations, they weren't met by you.

And so we're saying, go to court and allow the opportunity for farmers to present that evidence. And if it isn't true, we'll find out. And if it is true, we'll find that out too. But you're saying: we can't go to court, void it, say it never happened, and then we don't have to go to court, we can get around it somehow.

Going on in the same article:

"Essentially, he (Wiens) didn't seem concerned," said the committee member who asked not to be identified. "He thought we would get around that (legal question) . . . He said we would get around it somehow."

Now we would like to have the court of law determine that. Not a political agenda as we have it in here. But allow a court of law where you have an independent individual, who is not tied to this process, base his decision on fact. You won't let it happen. And we're asking you, sir, why don't you let it happen? Allow the people, the farmers in the province of Saskatchewan, their day in court.

But, no. No, no, you're going to protect yourself by eliminating the opportunity. And that's what we're saying you're doing by this Bill. We can get around it somehow. Prove it in court. Take it to court. Allow it to go to court, instead of blocking it all the time. And then we'll find out whether the farmers are right in what they're doing or whether you're right in what you're doing. We'll find out whether the committee told the truth or whether you're telling the truth. That's what we want to know. And that's what everybody wants to know, Mr. Minister.

**Hon. Mr. Wiens:** — Well, Mr. Chairman, the member opposite gets very deeply engrossed in a topic for which he had no concern for all the years he was in government, for a deadline which was there in a crop insurance contract when crop insurance contracts were mailed out to farmers before we had agents, where on March 15

changes were mailed to farmers and they were mailed back to the corporation 15 days later. Farmers had 15 days within which to do that — a March 15 notice provision that had absolutely no relevance to a program that had within it a three-year commitment and a provision within the federal-provincial agreement that changes could be made.

The member opposite absolutely ignored the March 15 deadline for changes to the program all the time he was in office and now pretends that somehow they have some special relevance and makes impassioned comments about it. As I've said before, the only person that believes that is the member opposite and those around him.

The members opposite have made disparaging remarks about the committee on a number of occasions in the House. On other occasions they say they are good and honourable people. The fact is that all of the people who sat on that committee worked with integrity in the design of the program, the design of a program that the members opposite have been attempting to scuttle along with the federal government since the day it was announced. I don't know why. I don't know why.

They provided for the mechanism for change that was in the legislation. They wrote the legislation that provided for a committee to review. They appointed the committee, most of whose members were the same when they brought me the report as when the members opposite established them. These same people, these same people would then challenge the report of that committee that they established and would challenge their recommendations for nothing but political reasons.

That committee worked diligently from the time they were appointed until February 11 when they delivered their report. They worked diligently in that period of time in terms of consulting with farmers, in terms of consulting with the federal government, in terms of keeping them up to date and interpreting through their officials where the thinking was going within the committee. This committee played fair.

This committee put all the energy that was possible to put into the idea of review. This committee worked consistently with the intent of the federal and provincial governments when the federal-provincial agreement was signed that after the first year of the program that the program should be reviewed.

This committee then had its recommendations subjected to a political agenda whose intensity I have never seen before and I hope Saskatchewan never sees again. I think, for the simple reason that the members opposite and their friends in Ottawa were so politically incensed that farmers in Saskatchewan could reject them as reasonable representatives of them in this legislature, they decided one had to engage in a fight that had no reason and a fight that had no basis. And that began from the day we began discussions with the federal government and did not end until the federal government required us to go through hoops that no other province has gone through in terms of bringing forward changes.

The members opposite last year formulated a program

with the federal government and with the other provinces that was implemented. When Alberta and Manitoba instigated changes, which cost the federal government, in equivalent terms, if it were applied in Saskatchewan, amounts of money between 40 and \$60 million, those provisions went through without a whistle last year in the construction of the program — these special arrangements for Alberta and Manitoba. Nothing for Saskatchewan; Saskatchewan didn't bother with it.

Other provinces asked for changes in the basic program. And as the members opposite, while they have called for common programs, one of the great ironies of this exercise is that this is the national program that doesn't have two provincial programs the same anywhere in Canada. The members opposite participated in the design of that program. They participated in changes. The federal government facilitated changes for everyone. But when Saskatchewan, after an election win put forward changes, then what was the reaction? The reaction was, no, no, you have to go get support from all of the provincial governments.

First of all, the recommendations of our GRIP review committee, the GRIP review committee appointed by you, that those recommendations were believed by the committee to be consistent with the federal-provincial agreement. Four of the members on that committee were on the national GRIP committee, so they ought to have known, and they were in communication with others who knew. So it was their belief that the recommendations they brought forward were within the terms of the federal-provincial agreement.

And yet when those recommendations were brought forward to the federal minister, for no reason that I can understand, other than blatant politics, it was interpreted to be not consistent with the federal-provincial agreement. Not because any of the terms and conditions in the Saskatchewan recommendation were different than equivalent provisions in other places in Canada, but because they weren't in the federal-provincial agreement with Saskatchewan's name on them. So it was an interpretation of political convenience to block Saskatchewan's committee's attempt to have their recommendations implemented. Then they required the Saskatchewan officials, my deputy minister, to go to provinces individually to seek support for our changes; an unprecedented move in federal-provincial relations around the agriculture table, because it has always been done that the federal government has taken forward changes that have been proposed within the provinces in these kinds of circumstances.

Nothing but a political agenda, a political timetable, a political process that had within it zero rationality and 100 per cent politics, and no good sense — a game played by the members opposite and their brothers in Ottawa and their sisters in Ottawa to block the attempts of Saskatchewan people to have their wish. Why? Because they were incensed, I presume. I don't know why. Somebody ought to get that . . . somebody ought to ask the federal government that some time when you're engaged in some of your political games with them.

The fact is that at the end of that process on March 12 or

March 13, I think it was March 12, finally when we had our provincial support, the federal minister phoned . . . we phoned him and let him know that we had the support. And he said, he gave us approval to go ahead as he had promised he would in writing earlier, that if we had the required provincial support he would support the changes.

(2230)

And then he said, but don't come to me if you've got a drought in Saskatchewan. And I responded to him, I said, you give us the \$150 million that you're saving as a result of these program improvements and you won't hear from me again. But he was neither willing to put the money forward that he was saving — that he recognized as saving — nor was he willing to facilitate any of the changes, in spite of the fact that in other letters he has recognized the advisability of it. Nor has he been willing to recognize that the committee has said that there are improvements here that ought to be carried forward into other places in Canada, and you have joined them in that. You have joined them in an attempt to block change. I don't know why. Maybe because you like this thing that you created last year because it was part of your soul, it was part of your contribution to the world. Well the fact is, the producers, when they looked at that program, when they spoke to our committee, the committee that you appointed, said this is not the kind of program we want. It has major flaws. And those major flaws need to be corrected in these ways. And I have read into the record more than once the recommendations of that committee.

Now the members opposite have looked for straws to create a political attack in the same fashion that their federal brother looked for straws to block the implementation of this program, and I find it disturbing that you have no greater interest in this exercise, that you have no greater interest in Saskatchewan farmers, than to play politics with their programs and to play politics with their lives. The fact is that you'd better join, and let's get at the issue that's really bothering farmers, and that's their income levels. And let's get the required amount of money for farmers this year.

**Some Hon. Members:** Hear, hear!

**Mr. Martens:** — The minister makes some interesting observations. I'll just leave it at that. I just want to ask another question, and it goes back to another comment regarding comments made by the advisory committee in the *Star-Phoenix* on June 17.

. . . some members of the GRIP advisory committee warned the government about the deadline, but were told it wasn't a problem.

Again in the *Star-Phoenix*: asked by reporters Tuesday if the members of his GRIP committee had raised concerns about whether changes to GRIP after March 15 had been raised, Wiens said that was not the case.

Now one of them is the truth. Now I want to point out what Judge Hunter said in her decision. It says here:

Surely the proper legal foundation for such

changes should have been undertaken, i.e., amend the federal-provincial agreement, pass the necessary legislation to effect changes in the 1992 GRIP program. If the Crown and agents of the Crown undertake costly system changes before effecting the necessary legal changes, they cannot defeat the rights of individuals affected by their conduct on the basis of costs which the Crown or its agent has voluntarily incurred.

Sir, you are asking the members, or the people in the province of Saskatchewan who are farmers, to not have the capacity to go to court to see whether there's remedy for the problem that they've got. You are excluding that option.

And yet you have said, as you made earlier references to '91 GRIP, three cases in the Queen's Bench court there today on '91 GRIP. And yet you are excluding all option on the legal action that has been taken against you in Melville against farmers who want '91 GRIP. You're saying that's going to be void.

The judge said, put the legal context in first, and then do it right. That's what she told you to do. She is going on the basis that you said that you were going to do it retroactively — deeming — going back to March 15 on items that you said were in fact deemed to have been done.

And that, Mr. Minister, the members of the advisory committee warned the government about the deadline but were told it wasn't a problem. They also said, you said we can get around it somehow. And we want to know what the truth is. And I believe that the court is the only place where you're going to have an independent assessment provided to the people of the province of Saskatchewan.

And when I stood in the rink in Shaunavon when the minister for Crop Insurance was there, and he started telling those farmers exactly what you've told us for the last five, six hours, they got up and walked out. That's exactly . . . 3 to 400 of them got up and walked out. That's what they did. And some of your Crop Insurance officials were there and saw it. They can verify that. And it was on the basis that they said you are wrong, Mr. Minister; admit you're wrong.

And the case has to have some justice. And that's what we're trying to provide to the people of Saskatchewan who have had their contracts broken. And March 15 is the date. That's why the member from Arm River asked earlier, if you'd done everything right, March 15 would have been the date, we would have been done this business. Because farmers wouldn't have had a legal leg to stand on, even though they disagreed with your program.

But today, sir, you're denying them access to court — a fundamental right to every person in the province of Saskatchewan. You're denying them the access to the court. And we want you to understand that the people in the province of Saskatchewan, farmers who have contracts, are taking you to court for that very reason because you did not follow the contract.

And that, sir, is what we're up against. And we'd like to have your observations about the aspect of providing the legal framework and then the process for change, if you're going to make those substantive kind of changes in it to reduce the volume of benefit. That's why the farmers are taking you to court. Because they've had a reduction in their benefit on the basis of this contract. And there isn't a farmer around who doesn't understand that. And that, Mr. Minister, is a fact. Because they had their agents explain it to them on the '91 contract, and they had exactly the same thing explained to them on the '92. And they know they're short that much. They know that. And that, Mr. Minister, is exactly why they're taking you to court.

My question to you is this: why are you denying them access to court? If you think you're right, why do you deny them access?

**Hon. Mr. Wiens:** — The member opposite loves to mix up his comments about a variety of issues and muddle them into one. The members opposite I believe are the only people that believe that when someone is told something on March 13 and he normally would have until March 15 to respond, that somehow when he's told on March 13 and he's given till May 15 to respond, that he's somehow been disadvantaged by that process. It's a strange and unreasonable contention that the member opposite and a few of his cronies believe. But it is not a concern of very many other people.

The question of the legal interpretation is one that can be followed, as we have described before, that if the members want to continue this action in court, we will introduce the evidence of the legislation. And if the members find that unacceptable, they can challenge the legislation. And if they are successful in challenging the legislation, they can go back to court. And if they then win the court case they can sue for damages. The processes of the court continue to be there. The members opposite, I think, are beginning to be ashamed of the fact that they've held up this legislature since June 10 on a point relative to a deadline that was of no significance to them at any time and particularly in the implementation of the new program.

The members opposite read from Judge Hunter's decision which has been later appealed. They read from that a comment about getting the legal context first. Well let me tell you about how you got the legal context first last year. When farmers seeded their crops last year they had the discussions with the crop insurance agents and a piece of paper that they signed on which very little information was contained. That was the legal context.

If you believe, if the members opposite believe that the legal context ought to have been there first, they wouldn't have implemented a program for seeding on the basis of a federal-provincial agreement that wasn't signed until September 18 when the crop was in the bin. Give me a break. What are you trying to say?

You believe in the legal context first or don't you believe in the legal context first? Or do you just like to make arguments for the sake of making arguments. You ignore

the deadline and you say you're in favour of the deadline, and you're worried about the deadline, and you think that that's a major issue.

You say you talk about legal context, you talk about legal context first. There was no legal context first. You sent out a pamphlet on May 1, that was the first document, had no legal . . . it never was included in the legislation that was finally passed, and I don't know what date the legislation was finally passed but it was later. I think it was in June.

There never was a legal context for last year's contract. And you talk about there should be legal context first. It is in the nature of the federal-provincial agreement that the members opposite signed, that there can be no legal context under the circumstances that they find themselves. Because how can you make program changes unless you're going to take 10 years to do it when you have to . . . when the federal-provincial agreement is never signed until months after the crop is planted? And when the federal-provincial agreement . . . you can't make changes in that case if you don't know what the federal-provincial agreement's going to say.

Well what's been happening in the practical sense when you implemented your program? You ignored the deadline, you ignored the legal context, and you said, this is what the program's going to be. And farmers basically believed it, and you basically followed your word, and the farmers are basically getting the money that was promised to them. But then you also say that the changes in the program cost farmers money.

Well I'll tell you, the 1991 GRIP program cost farmers money. And had it been continued, it would have continued to cost farmers more money because the compensation level for coverage under that program was reduced from \$4.15 for wheat to three eighty-six, and would have been . . . would have had parallel reductions for other commodities.

And you say that there has been some untoward change here. The fact is that the federal-provincial agreement that the members opposite signed provided for program changes, and it provided farmers with the opportunity to opt out of the program if they did not want it. The idea of identifying what benefits under this program are, the idea of identifying when farmers are disadvantaged by changes, needs to be a longer look than looking at the end of your nose. Because it has been observed that the old program would have cost the provincial government between 1 and \$300 million in program deficits annually. That's the provincial government's share.

Well the federal-provincial agreement that the members opposite signed provides that the recovery of those deficits will take place substantively within the first three to five years. That means that the premiums must be increased to recover 100 to \$300 million a year annually as this program deficit accumulates to try and recover it. Well if you think it's going to kill you to watch the price slide from \$4.15 to three fifty over a few years, you better also realize that it's going to kill you if you're going to try and pay off program deficits that continue to require premium increases year after year; you're pretty soon going to be paying ridiculous premiums for no coverage.

And those are the problems that were in the program as designed for the members opposite, aside from all the legal carelessness that they engaged in. So it is with continuing concern that I observe the tactics of the members opposite, that they make noise for . . . as the press have said, they flap their gums endlessly. They flap their gums for what purpose?

To simply make more noise, not to try and make any points because there are a few of them who really care about this matter. The fact that the members opposite better get engaged in, is that farmers require stronger support from the federal government; they require the support that was guaranteed to them when the provinces and the farmers agreed to pay for GRIP and NISA. And I ask the members opposite, when are you going to get on side and start working for farmers instead of sitting here and flapping your gums?

(2245)

**Mr. Martens:** — Well, Mr. Minister, I want to point out just one more item here that I think needs to be addressed, and that is the Premier said in the *Star-Phoenix* on June 23:

I worry about contracts and all of that. I mean, one has certain rights. That's where the merit of the PC walk-out is.

Now, what's the rights that he's talking about? I would suggest that he's talking about going to court, and you're denying access to the court. You're saying it's ruled out.

The only way you can take this to any court, and you're making it so difficult for people to do that, that the only way that you can justify what you're doing is saying you can go to the Appeal court or you can go to the Supreme Court with all of the information available. Well why don't you let them go to the Queen's Bench court, have the right to go to the Queen's Bench court, which is one of the things that this country has been all about all of the time? The access to the court should not be denied by individuals in any case.

You, sir, and your party established in the '70s legal aid so that individuals who did not have financing could go to court and have representation on their behalf made by individuals who could represent them. And now, sir, you're denying the very access to the courts that you were promoting on the one hand — allow the individual to have his right, his day in court with representation that was adequate, significant to the individual.

And now, sir, the Premier of the province of Saskatchewan says, "I mean, one has certain rights." And what we see happening here is those rights are just denied. Once, twice, three times, at least three times in the safety net Act and at least three times in The Crop Insurance Act. That, Mr. Minister, is what we've got. And I can't read it any other way. I sat on a lot of legislative review committees for a long time and when I see extinguishing rights of individuals . . . that's what it says:

No action or proceeding lies or shall be instituted



or continued against the Crown or a Crown agent based on any cause of action arising from, resulting from or incidental to:

What?

(b) any term, condition, warranty, contract, promise, inducement, enticement, representation or other understanding that is collateral to or modifies, varies, qualifies or amends in any way a revenue insurance contract or the combination of a revenue insurance contract and a contract of crop insurance;

What does that say, Mr. Minister. No cause of action. You can't . . . You can't . . . It means a suit, a debt account, demand, claim for damage, loss, cost, expense, or interests of any nature, whether arising in or imposed by law, equity. Now what does equity mean? That means you have the opportunity. That's denied. Statute or otherwise includes any judgement or order of a court. The court can order you. Queen's Bench court can order you and determine that that's what's going to happen. And you can say, no we said in this room here it's not going to be done.

And that, Mr. Minister, is wrong. It's fundamentally wrong that you have taken the responsibility and the freedom in this Assembly to do that. That's the point we want to make. And we're going to make it over and over again. We're going to make it all day tomorrow too. You are absolute wrong. Your Premier . . . The leader of your party says, "I mean, one has certain rights." He went and set up the constitution as a part of the mandate that he had in 1981 and '82 to do that. And comes back home and he says, yes you have certain rights.

On June 23 he said, yes you have certain rights. He's today negotiating a reasonable settlement on the constitution. You have a certain right. What is that right, Mr. Minister? It's the right for access to the court. Access to the court, Mr. Minister, and you're denying it. Not once, not twice, at least three times for every one of those acts. And that, Mr. Minister, is wrong. It's absolutely, totally wrong. And you stand here and say it's because of March 15, '91, that's the problem. No, it's March 15, 1992, that's the problem. That's the problem, Mr. Minister. And that's where you're wrong.

Your assessments here all evening have said, oh it's 1991 March. No, it's not 1991 March; it's 1992 March. They're taking you to court for 1992 March, not 1991. No, they're not. It's 1992, March 15, for failing to comply with a contract. You said it over and over again. I've followed you as you've talked about it. 1991 is what you're saying, and you're wrong. They're taking you to court for March 15 of 1992, and not meeting the deadline. And that is the reason why they're taking you to court. Is it not, Mr. Minister?

**Hon. Mr. Wiens:** — Mr. Speaker, the member opposite continues to deny responsibility for the fact that they created a hastily constructed conglomeration that no one could define last year, when one looked at it legally. Farmers basically understood the program they had. They

basically lived with it. But when it came to the technical, legal interpretation, there was no definition of what the program was last year because the members opposite did not put it into legislation to define it.

How the members opposite then expect others to run government, when we want to serve the public interest, when there in fact could be 50,000 interpretations of a contract, when there in fact could be 50,000 beliefs about what the commitment of the government was and therefore there could be 50,000 individual interpretations of what the contractual obligations of the government were, 50,000 court cases are the potential under the mess you created in 1991.

And then they say, there is no need for clarification. Please. Of course there's need for clarification. The need for clarification is the cause for defining the 1991 contract in the new legislation. The need for clarification is the cause for saying that there is an inconsistency and an inability to bring the two together of a specific time deadline which was brought into the program as a result of the crop insurance program and the provisions of the federal-provincial agreement under which this program is established.

The members opposite surely have to recognize that one cannot leave the province legally liable to a conglomerated mess that they so hastily constructed last year if one wants to be called responsible in government. I don't know why the members opposite continue to deny the fact. They've not addressed that question. They've not addressed it as I have challenged them with it.

They have not addressed the question of why they didn't describe the program in any way that could be legally defined. They didn't describe for me how they would define notice under this obtuse construction that they made last year. They didn't define how they would describe how you would give notice on something that really no one knew what it was because they wouldn't know what you wanted to say you were changing.

So I ask the members opposite to answer to that, to say why, why did you not construct a program, why did you not describe it legally in your legislation? Why did you not describe it in such a way that a government could reasonably administer? Was it because you didn't know how to do anything properly in the time that you constructed your government? That virtually every effort in which you engaged came apart at the seams and turned to mud? Answer the question about why you constructed the program in the way you did last year with no legal definition of what a contract was and what really this whole thing amounted to.

**Mr. Swenson:** — Thank you, Mr. Chairman. Well, Mr. Chairman, Mr. Minister, one thing is clear — one thing is absolutely clear. We know what the getting around was, because we've got it in our hands now. The getting around is this piece of legislation. Like the member from Morse said, the minister wanted to make some changes. But the minister wanted to make the changes for all the wrong reasons.

It had nothing to do with farmers, didn't have a darn thing

to do with farmers. And that's why the statement was made when he was warned, well we'll get around it. And that's why the minister doesn't want to go to court, because he doesn't want people on the stand saying, the minister said, we'll get around it somehow.

All the wrong reasons for the fact that the Minister of Finance had an agenda. And it was a political agenda to cover up for all the irresponsible election promises made last fall. And that's why we're getting around things. We're getting around things for those two items. It's got nothing to do with farmers.

If it had anything to do with farmers, you wouldn't have farmers meeting in Melfort that are dried out. If it had anything to do with farmers, you wouldn't have been in court in the first place. I mean the minister makes a ludicrous statement here about 50,000 court cases. I asked him earlier, how many did you have in 1991? He said, three. Three out of over 50,000 contracts. The minister's own words — three. And he might even extinguish those three.

So it's absolutely ludicrous, Mr. Minister. If there's 50,000 court cases they would have been with you after March 15. They wouldn't have been with anybody else — only with you, Mr. Minister; only with a minister that says, we'll get around it somehow. So let's cut the malarkey, Mr. Minister. It's got nothing to do with helping farmers.

I mean it's clear that it's for the guy that grows the good crop. It's not for the poor devil that's dried out; it's not for the guy that's hailed out; it's not for the guy that the grasshoppers ate his crop. Because the guy down the road that gets the 50-bushel crop is going to get just as much money as that guy. It's got nothing to do with farmers.

It's everything to do with the government's political agenda and the irresponsible promises that they made in this House and last fall in the election over and over and over. As the young fellow in Humboldt told you the other night, you were the one that went out and promised the world. Now you have to cover your tracks up, and part of the covering which you seem to take so lightly is the ability to access a court.

You made statements earlier tonight that other people weren't fit to judge, other people weren't fit to make that impartial judgement. Only you could make that judgement. Well I say to you, Mr. Minister, your biggest fear in life is that you'd get popped into a court room with a judge and 12 of your peers, and people would get put on the stand. That is your biggest fear in life. Nothing else.

And that's why you have gone to such extraordinary lengths to take that right away. That's the only thing you fear, Mr. Minister. I mean to trot out the fact that there wasn't regulations — there's been regulations in crop insurance for 20-some years. The same regulations that you and I have farmed under our entire farming life, those regs have been there — those regs have been there. And you say, well there was no defined regulations. Stop misleading this House, Mr. Minister, stop misleading this House.

This is all about you and not wanting to be somewhere

where an impartial judgement can be made. That's all. And if there would have been 50,000 court cases, Mr. Minister, they'd have been with you, not 1991. And you know that for a fact and that is why these changes have been made.

I want to know, Mr. Minister, what you're going to tell those farmers on Monday, what you're going to tell those farmers on Monday up there when they ask, how come now that I'm dried out, that I am only going to get the same revenue insurance as the guy over here growing a big crop. How come I'm only going to get the same revenue insurance as the guy over there with irrigation. It's going to grow 60 or 70 bushels to the acre, and I'm dried out.

And is the minister going to trot out that same old weak excuse, well it's out of my hands, I've got to blame somebody else? See the federal government, it's the international wheat prices, it's this, it's that, I don't have any responsibility as minister. I don't have any responsibility as a government. It's somebody else's fault. And when I get boxed up and I get put in a corner, I say, well I'll get around it somehow.

And then the getting around, the getting around is dragged into here and it's this piece of paper, and you ask each and every MLA in here to do the getting around, and the getting around means you don't have to go to court . . .

**The Chair:** — Order, order. It being 11 o'clock, the committee will rise, report progress, and ask for leave to sit again.

The committee reported progress.

The Assembly adjourned at 11:02 p.m.