

APPENDIX No. 2

Mr. CHRYSLER, K.C.: Isn't it in existence to-day under the orders of the Board?

Mr. MACDONELL: And it may be discontinued to-morrow.

Mr. CHRYSLER, K.C.: Not without the consent of the Board.

Mr. BLAIR: I do not think so. I would like to ask Mr. Chrysler to show me the express provision under which the Board could direct a railway company to provide for and allow this privilege of milling in transit. The Board has, if I am not mistaken, already passed upon that and determined that it was a privilege and not a right. It was a privilege which the shipper might demand but which the railway company was free to grant or not.

Mr. CHRYSLER, K.C.: I, myself, am not clear about all the conditions.

Mr. BLAIR: Quite so. The railway company may for a while extend its privilege, but they may also stop or cancel it and it was to meet that possibility that the Toronto Board of Trade asked that provision be made.

Mr. CHRYSLER, K.C.: If Mr. McMaster wanted to introduce an amendment to provide that the milling in transit should continue, why not say that in this section, it covers the ground.

Mr. JOHNSTON, K.C.: I think Mr. McMaster made it plain that he was not confining himself to the milling in transit.

Mr. MACDONELL: After hearing Mr. Blair, I move that this be added to subsection (c).

Mr. JOHNSTON, K.C.: After Mr. McMaster had read the clause, there was some discussion, and a substitute clause was prepared which was satisfactory to him, that the company should "furnish such other service incidental to transportation or to the business of a carrier as is customary or usual in connection with the business of a carrier, and that such Board might make an order that the company shall maintain and continue all such services as are now established, unless discontinued by order of the Board."

Mr. CHRYSLER, K.C.: Then you have that clause "incidental to transportation."

Mr. JOHNSTON, K.C.: Or to the business of a carrier.

Mr. CHRYSLER, K.C.: That is the part I object to, there is no definition as to what is incidental to the business of a carrier. What is incidental to the business of a common carrier, and what is incidental to the business of a railway is something quite different. The railway is carrying under the conditions of the Railway Act and I should most emphatically object to a clause which will say that in addition to complying with the obligations of a railway as set out in the Act, we are to have super-added the obligations which are applicable to common carriers.

Mr. SCOTT, K.C.: This will apply to a great many other things than the ordinary business of a railway; there is one question in particular, that of cartage; at certain points, the railway companies because of local conditions, cart freight to and from the consignor or consignee. That is not a part of the business of a railway company and, in most places, they do not do it at all, but, in some cases, they are doing it. The proposed amendment applies to that. The law compels them at present if they do it for one man they must do it for another, but they are not compelled to continue to do so, and conditions might change, so that the railway company might say, "We are going out of the cartage business."

Mr. NESBITT, K.C.: They do not do the carting without getting extra pay for it.

Mr. SCOTT, K.C.: No, the company makes an extra charge but it might become inconvenient, or inadvisable for them to continue to do it. In many places they do not do it, and why should there be an obligation on them to do it at all. This question was gone into very fully before the Board last year, in a matter in which I was very deeply interested; the question was argued out and the Board gave judgment in accord-