

Mr. GREEN: Would you take out subsection (d) of section 16?

Mr. LANGLOIS (*Gaspé*): It is being suggested that we might add after, "the owner of the vessel as" the words "in respect of the vessel" and that would limit it to violations in respect to the vessel itself.

Mr. GREEN: As long as you make the word "owner" include "agent" then you are wrong in my judgment. The word "owner" should not include "agent" at all. If you want to make the agent liable under a section of this Act, then put the word "agent" in; but do not define owner with a blanket definition which includes agents and charterers. That is where the amendment goes wrong because you are trying to cover everybody by the word "owner". I do not think it is good business to do that and I would like to hear Mr. Brisset on that point.

Mr. CAVERS: Mr. Chairman, I was not here on Wednesday last and I did not have the benefit of hearing the submission made by Mr. Brisset; but from the discussion so far, it seems to me that even in Mr. Green's submission there are only two things with which he takes any disagreement; first, with regard to the matter of the charterer, and apparently that has now been settled and satisfactorily agreed upon by the amendment of Mr. Winch. In regard to the second point, the question of the word "agent", that is the situation where it stands at the moment and I think that the committee might be confused as to whom "agent" might be.

To my mind an agent, in this situation, refers not to any carter or any person who might come upon the jetty or the wharf; but an agent is the one who has been called upon by authority of the owner, and to whom has been delegated authority to act by the owner himself.

(The Committee adjourned for a vote in the House).

(on resuming)

The CHAIRMAN: Gentlemen, we have a quorum.

Mr. CAVERS: Mr. Chairman, as I was stating before the recess on the question of interpretation of the word "agent", as I see it the agent is some person who has been invested with authority by the owner to act for him in that particular jurisdiction in which the harbour might be situated. That being so, he is the owner in that particular area. He is given authority to carry out acts for the owner there and he deals with the port authorities and with all the persons in charge of the port. He is, in effect, the owner in that particular jurisdiction or harbour. It is the agent who knows with whom he is dealing. The agent in the port has probably had a long dealing with the owner for whom he acts and if he does not know the owner for whom he is acting, then it seems to me that he can protect himself by requiring the owner to give him a bond covering any loss that he might be put to under the Act. It seems to me, therefore, there are only two points to consider, one which seems to have been settled by reason of the amendment and the other question as to the word "agent" on which there might be some difference of opinion, and if we could deal with the clause it would seem there would be little more that could be discussed in the committee.

Mr. LANGLOIS (*Gaspé*): I was not finished. I was talking about the two first points made and now I would like to discuss the third point. However, before I come to that third point, may I make the following remarks concerning subsection (d) of section 16 (1) and the objections raised by Mr. Green. During this short recess we just had, for the division, I discussed this further with counsel for the board and he directed my attention to the fact that in subsection (d) we are dealing exclusively with penal law and surely the word "owner" cannot be interpreted as meaning agent or vice versa. When we are dealing with criminal or penal law, the owner can in no way be held responsible