

Hon. Mr. DeBOUCHERVILLE—It is hard to see 100 men working for a month and not receiving a cent.

The clause was adopted.

On subsection 6 of clause 207,

6. The board, upon being satisfied that public convenience will be served thereby, may, after obtaining a report of an inspecting engineer, allow the company to carry freight traffic over any portion of the railway not opened for the carriage of traffic in accordance with the preceding provisions of this section.

Hon. Mr. SCOTT—This is a departure from the old law and, I think, a very wise one. Before a road is opened for carrying passengers, they may allow freight to be carried.

The clause was adopted.

On subsection (c) of clause 211,

(c) To securely couple and connect the cars comprising the train, and to attach the engine to such train with couplers which couple automatically by impact, and which can be uncoupled without the necessity of men going in between the ends of the cars.

Hon. Mr. SULLIVAN—Does that only apply to passenger trains?

Hon. Mr. SCOTT—In the old law it referred only to passenger trains, but this includes all trains.

Hon. Mr. SULLIVAN—It should apply to all trains. Automatic couplings are applied to all trains in the United States. It is only in Canada that cars are without them.

Hon. Mr. SCOTT—The first part of this clause applies exclusively to passenger trains, but I find the provision refers to all trains.

The clause was adopted.

On clause 214, subclause 3,

3. Every person aggrieved by any neglect or refusal in the premises shall, subject to this Act, have an action therefor against the company, from which action the company shall not be relieved by any notice, condition or declaration, if the damage arises from any negligence or omission of the company or of its servant.

Hon. Mr. SCOTT—There is an objection to this. The objection is the use of the term 'without delay.' It is urged that at times, when there is heavy traffic, the railway companies must give precedence to perishable goods, and the company might be subject to a penalty under these words. I

thought we might use the term 'with due care and diligence,' or 'with reasonable diligence.'

Hon. Mr. LOUGHEED—Why not say 'without unreasonable delay.'

Hon. Mr. FERGUSON—I confess I like the words as they are in the clause.

Hon. Mr. SCOTT—That is peremptory.

Hon. Mr. SULLIVAN—I know a road, the Kingston and Pembroke Railway, which should be put in proper condition without delay.

Hon. Mr. FERGUSON—People often suffer heavy loss by reason of these delays and you cannot make the law too stringent.

Hon. Mr. SCOTT—This year the traffic was so heavy that there was a congestion of freight on nearly every railway line on the continent. It would not be fair to make the railways responsible for the consequences when money could not buy sufficient rolling stock.

Hon. Mr. LOUGHEED—I move to add the word 'unreasonable' before the word 'delay.'

Hon. Mr. POWER—I am disposed to agree with the hon. gentleman from Marshfield, because 'without delay' would be construed naturally as meaning without unreasonable delay. If a company were able to show that the delay was unavoidable, no court would hold them liable; but if you say 'without unreasonable delay,' then you tempt them into delay and they would have various reasons to show why there was delay, while the burden of proving the delay unreasonable would be placed on the other party. I think the better way is to leave the clause as it is.

Hon. Mr. SCOTT—I think not. The better way is to take the law as it is.

Hon. Sir MACKENZIE BOWELL—I know what the judges decide in customs matters. They take the wording of the law, not what we might suppose was a reasonable construction of it.

Hon. Mr. DANDURAND—Will not the matters dealt with in this clause, as well as all the others, be under the supervision of the board, and will they not make regulations to cover the modus operandi of the company?