

order that the sale may take place as negotiated, it is necessary that the goods shall be forwarded in accordance with the arrangement made. So that it is in the last degree important for the carrying on of the trade that when a dealer makes a sale for delivery within a certain time—and the buyer must always buy expecting delivery within a certain time—that delivery shall be made within that time; in other words, when a car is ordered out it is essential to the carrying on of business, assuming the car to have been ordered in good faith, as the result of a sale having been made by the owner and shipper of the grain, that the car shall be furnished, so that the grain may go forward and the transaction be closed out. Admitting difficulties on the part of the railway companies, and the impossibility, under certain conditions, of their supplying cars, the suggestion of my hon. friend from Portage la Prairie seemed to me to be absolutely fair. He said: From the fact that we wish the cars to go forward, it does not follow that the railway company will necessarily have to lose the storage; but it does follow that it will be for the railway company to show cause why the cars do not go forward. It seems to me that is a contention which it is very difficult to overcome, for the reason he gives, that the shipper is not in a position to bring evidence on his side of the case before the Railway Commission. I would like my hon. friend to frame an amendment that would convey the idea that he has in mind, so that at any rate, we would have it for full consideration and discussion. The principle is important, but the actual practice is also important. The amendment is difficult to follow, and it is made more difficult by the amendments of to-day. A new line of thought has been brought to bear on the question, and it is difficult for the ordinary member to appreciate the situation, unless he sees this new line of thought in black and white.

Mr. FOSTER (North Toronto). My hon. friend said that there was something anterior to and in importance over and above storage charges and transport; that was, the sale in the first place, and the delivery in the second place. That is very true, and the seller, if he undertakes in a definite way to deliver at a definite time and under certain conditions to the purchaser, is in duty bound to do it, but between the seller at the other end and the other man, the consignee of the grain, there are uncertainties and contingencies. I do not know what kind of contract the seller makes with the purchaser, or the purchaser with the seller, when he buys the wheat and it is shipped out in his car en route to the ultimate market, we will say to Great Britain. Does he guarantee to the pur-

chaser that it shall be delivered at a certain time?

Mr. MEIGHEN. On or before a certain time.

Mr. FOSTER (North Toronto). On or before a certain time. Then he practically has to protect himself by taking into account all difficulties and contingencies on the road between the point of shipment and the ultimate point, and one of those contingencies, which is a contingency which is well known, is the situation of storage and transport at Fort William.

Mr. OLIVER. My point is not the interest of the shipper, it is the condition of the ultimate buyer who buys that grain expecting to receive it at a certain time. If he does not receive it as he expects to receive it, and if that condition becomes frequent, he goes to another market for his grain, and the consequence is injurious to our production all along the line.

Mr. FOSTER (North Toronto). That is all very well as an argument for having the means of communication as direct, and as little liable to incident and contingency as possible; but under our conditions, as between the seller yonder and the ultimate purchaser, there can be no hard and fast contract, because a man in his senses would not make it. He thinks he will get it there at a certain time. He might contract to get it there at a certain time, and be under penalty if he does not get it there; but I do not think any purchaser makes a transaction in which he does not himself admit the contingencies which lie between him and the ultimate delivery of the grain. With reference to what my hon. friend (Mr. Meighen), said, I think his position is somewhat mitigated by this consideration: Looking at it just in the light of a legal transaction, we will say that it puts a great burden upon the possessor of the warehouse receipt at Fort William to gather up the evidence to present to the commission, and so to prove his case. It would, if the case were carried into a court of law, and exact evidence was demanded over a long period and with reference to a large number of considerations. But we must remember that the Grain Commission is right there. The Grain Commission has the whole situation under its purview, so to speak, and it is not a difficult thing it seems to me—I do not know how the board would work it out, but it does not seem to me to be a difficult thing—for the would-be shipper to make a case before the Grain Commission, nor a very difficult or tedious thing for them to come to a conclusion in the premises. That, I think, mitigates somewhat the objection that the burden of

Mr. OLIVER.