

Maritime Code

do not think we have caused any difficulty for the Chair in that respect.

I propose that motions Nos. 1 and 5 be grouped together for the purposes of discussion and voting because they both relate to a similar subject matter in connection with the two versions of the bill, that is, the English and French versions. I think we could conveniently deal with motions Nos. 2 and 3 together. Motion No. 4 should be dealt with separately. I think motions Nos. 6 and 7 could be conveniently grouped together. Motion No. 8 should be dealt with separately, and motion No. 9 should be dealt with separately. I think there would be a disposition in the House to deal with the clauses in that fashion.

Mr. Forrestall: The observations of the parliamentary secretary are correct. We apologize to the House and trust that we have not caused any great inconvenience. Before we get too deeply into this, I think the groupings the parliamentary secretary has outlined, namely, grouping motions Nos. 1 and 5, and Nos. 2 and 3 No. 4 separately, Nos. 6 and 7 together, No. 8 separately, and No. 9 separately, is the general course of action which would best meet and facilitate the House in getting on with the debate and in any subsequent voting which should take place. I simply support the parliamentary secretary in this.

The Acting Speaker (Mr. Turner): It is my understanding that a vote on motion No. 1 will dispose of motion No. 5; a vote on motion No. 2 will dispose of motion No. 3; motion No. 4 will be a separate vote; a vote on motion No. 6 will dispose of motion No. 7; motion No. 8 will be a separate vote, and motion No. 9 will be a separate vote. Is that agreed?

Some hon. Members: Agreed.

Mr. Munro (Esquimalt-Saanich): Mr. Speaker, I apologize to the House for any misunderstanding. I did confine myself within these limits up to a point; I recognize that. Then I got into two definitions in English which I found just a little difficult to follow, and I am sure that if I had followed the French versions I would have found *navire canadien* appears in two places with two definitions, so I think in those circumstances I am not entirely out of order.

However, I think these remarks are still worth making because, although I am not a lawyer, I feel there is some role that a definition section in a law of this complexity should play. Then having found out through the definition section what something means, I have to pull myself up with a bit of a jerk as I come a little further along in the legislation to find that that term does not mean the same thing there; it means something else again. As I say, it is not a matter of translation from one language to the other, but the use of the same term in the same language in different senses in different parts of the bill.

My remarks concerning the abbreviation in some portions of the French—and perhaps there is a lack of consonants in the English version—certainly stand, and dealing simply with motions Nos. 1 and 5, I reiterate at this point, that to my way of thinking, when we reach clause 12, there will be a need for a little more assurance. Agreed, this is not covered by these motions, but when we reach clause 12 on page 16 we will need something a little more positive in the way of an assurance. For example, I should like to

think that the regulations in both languages will be ready for us to look at before this legislation is finally given third reading, and also that these regulations will have met with the approval of the Maritime premiers who, I understand, expressed some grave reservations, for good economic reasons, about the imposition of this legislation.

I have no quarrel with the amendments which have been put forward, motions Nos. 1 and 5. I think this does illustrate, however, a fact that we have been trying to bring out. I should also like some clarification from the parliamentary secretary, or from the minister himself when the time comes, that the interpretations in one superior court or another will be based on the same sort of facts.

Again I admit that I am not a lawyer, but I have been given to understand that in English speaking courts one relies entirely on the precedents and definitions which are written in the law, whereas—and this again is my understanding, subject to correction—in the French speaking courts, and the superior courts particularly, the judges have access to and they use the historical documents building up the definitions, and even the discussion we are having tonight might very well constitute part of the desiderata of a judge when he is considering the meaning of some term, phrase of clause. This would introduce some quite different elements in the judgments, so I should like during the course of this debate, or later, to have a definite assurance on these matters.

● (2130)

Mr. Ron Huntington (Capilano): Mr. Speaker, I take this opportunity to speak to clause 8 of the bill in order to express the concern of the shippers of British Columbia about its inclusion in Bill C-61. Everybody in British Columbia welcomes Bill C-61, and those of us who have sat on the committee understand the tremendous amount of work that has gone into it. This is a technical bill and pertains to the new transportation policy—

The Acting Speaker (Mr. Turner): Order, please. Is the hon. member speaking to motion No. 8? Only motions Nos. 1 and 5 are before the House at the moment.

Mr. Huntington: No, Mr. Speaker. I am speaking to the amendment to clause 8, which is motion No. 1.

We realize that the bill is needed to put into shape much of the legislation which is necessary for the implementation of the new transportation policy for Canada. But clause 8 is of real and serious concern to the shippers of British Columbia. This clause would implement something new. We are not continuing with the housekeeping nature and improvement nature of Bill C-61, we are moving into a restriction of coastal shipping to Canadian bottoms.

In British Columbia we are completely capable of building equipment that is entirely suitable in advanced technology for the movement of goods on the coast. We are also capable of building equipment to move goods and service the Arctic from that coast. The problem that shippers in British Columbia have with clause 8 is in regard to its inter-coastal nature, that is, the movement of goods from the west coast to the east coast. This clause puts shippers in British Columbia into the same condition that the Jones Act puts the Pacific Northwest State shippers in the United States—a non-competitive position.