

will be supervision at every point; first of all, when they enter the three mile limit they will be subject to the inspection of our officers who will ascertain their *bond fides* in entering the harbors where they come, and if they transship their cargoes they will have to make customs entries. A few words as to what the hon. gentleman said about licenses. I understand that hon. gentlemen opposite are rather inclined to believe that this construction might be placed upon the treaty: that a vessel going seaward towards the fishing grounds might, early in the season, obtain a license for the purchase of supplies. Now, I do not think that is the construction that can be applied. A vessel is only entitled to apply for a licence to obtain those provisions and supplies which are ordinarily sold to trading vessels for the homeward voyage, and I should think it very extraordinary if it were set up on the part of any of the American fishermen on going to the fishing grounds that they would expect to get a license in order to obtain the casual and needful supplies for a homeward voyage, when it would be impossible for them or for the person who gave the license to ascertain what supplies would be needed for the homeward voyage, or whether any would be needed. I do not think that the construction is at all reasonable, that after a vessel has obtained a license she shall forever afterwards be entitled to obtain those supplies, nor do I think any such contention will be made. I think the proviso in that section is simply to take care that the condition of the vessel having been established, the necessity of obtaining supplies having been established, a license shall be given, notwithstanding any provision in the law to the contrary, and that every facility shall be given to the captain of the vessel to make the purchases which the license authorises him to make. The section which provides for the right of making good damages or losses arising from disaster, is simply an extension of the provision of the Treaty of 1818. If a vessel lost a bowsprit, or sustained any slight damage whatever, she had a right to come in for repairs, but if she lost her nets she would not have the right to come in and purchase nets, strictly speaking. It is simply, I say, a fair extension of the provisions of the Treaty of 1818, in regard to repairs, an extension which we were asked to make on some occasions, but which it was beyond our power to grant.

Mr. DAVIES (P.E.I.) With the latter part of the remarks made by the hon. Minister I quite agree. The hon. gentleman says that, under the Treaty of 1818, if a vessel lost her bowsprit, or some other part of her gear, she had a right to come in for repairs. It is perfectly true the vessel had no right to buy supplies, or transship cargo. Her right was confined simply to repairing the damage which had been caused to some part of her gear. Now, the hon. gentleman says that, under this treaty; they have extended that right; I agree with him, and the only question is as to what extent they have extended it. It seems to me that, while there may be three or four constructions put upon the 6th section, the construction which American captains will put upon the section—and I make these observations without any desire to criticise the hon. minister too sharply—is that, when he comes in to repair running gear or bowsprit, the captain will say that, my fish are in such a condition that I must send them on, in order that the repairs may be made. Who is to question the right of the captain to land them, if it is incidental to repairs to land them? Who is to question his right if he also demands transshipment as incidental to the repairs? Formerly, under the old treaty, the vessel came in for a specific purpose, which was understood by the collector, and if he exceeded that purpose his vessel was liable to seizure. But this treaty confers on the captains of American vessels the privilege, when they come in, to repair losses which have happened to their vessels; and they may then transship

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their fish, unload or sell them if these acts are necessarily incidental to repairs. The language is unfortunate, for no one can say what is incidental to repairs and what is not incidental. The American captains will put a broad construction upon this term. Any one acquainted with fishing knows what will happen. Suppose a fleet of 200 vessels are fishing off Margaree or Cheticamp on the coast of Cape Breton, or off East Point. They may come into harbor on the approach of a storm and one of the captains may say that he wants to make some repairs as he has lost some gear. He reports to the custom house, and states that as the repairs will occupy ten or twelve days, he desires to land his cargo and send it on. Who is to question his right?

Mr. THOMPSON. We can ascertain the fact, and he is responsible for the penalty.

Mr. DAVIES (P.E.I.) Does the hon. Minister say that a sub-collector at Cheticamp or Souris would dare to say to one of the American captains: You claim that right to do this under the 6th clause, we will seize your vessel and test your case in the courts. I do not think officers would dare to do so. I am talking of the practical construction and application of the section. It seems to me that when the hon. gentleman stated formerly that concessions of this kind would destroy the fisheries of the Maritime Provinces, he stated the truth. Again, the hon. gentleman claims that it would not be fair to press him to place a construction upon the words of the section. But that is surely not a fair contention on his part. It is not fair that this country should be called upon to ratify the treaty without knowing the meaning to be put upon the most important words in it? Surely we should understand what is the real meaning of the concessions we are making, and that the United States should understand what is the real meaning of the concessions which they are receiving. If "outfit," as I contend it does, includes bait as well as salt, and if the construction of the 6th section is as I put it just now, everything for which the Americans have ever contended has been given up to them. The hon. gentleman, in referring to the 7th section, stated, if I understood him rightly, that American fishing vessels will only be entitled to purchase supplies when they are on their homeward voyage. But an American fisherman is only on his homeward voyage when he is leaving the last port in the bay. What is the use of getting a license then? Surely the hon. gentleman must see that some meaning must be accorded to the last part of the section, which states that after they have obtained such licenses they shall on all occasions be accorded permission to purchase such casual supplies, etc., as are ordinarily granted to trading vessels. The meaning of the clause is this: that an American fishing vessel coming down to the bay can obtain a license when she comes into the bay. And after obtaining her license she, from month to month and from week to week, is entitled under the license to go into any Canadian port and purchase any such casual supplies as she may require from time to time. I cannot put any other construction on the last part of the section. It has no meaning unless it means that.

"She shall be accorded upon all occasions such facilities."

Surely it must mean that, and if it does mean that, the hon. gentleman sees he has made our harbors the basis to enable them to carry out their fishery. If he has done so as the Minister of Fisheries and the Minister of Justice have said, he has struck a fatal blow at the fisheries of the Maritime Provinces. He says, in his Minute of 1887:

"If the Provinces are to be judges, it is most prejudicial to their interest that United States fishermen should be permitted to come into their harbors on any pretext, and it is fatal to their fishery interests that those fishermen, with whom they have to compete at such a disadvantage in the markets of the United States, should be allowed to enter for supplies and bait, even for the pursuit of the deep sea fisheries."