

there might be no practical damage or danger. Should we not make that penalty 'not exceeding \$1,000.'

Hon. Mr. LANDRY—It has to be knowingly.

Hon. Mr. CAMPBELL—I think it should be a very severe penalty.

Hon. Mr. WILSON—I understand that this 13th clause will give ample protection to parties in the neighbourhood of or where the goods are shipped. Supposing they ship a certain quantity of goods and they are put on the vessel. The shipper does not disclose the nature of the article shipped, and the first thing we know, some dynamite is put on board and serious damage may be done. The owners of the ship may not be aware of it and the ship may start off and injury may follow. Could the promoter of the Bill give us any further information in respect to the object of that clause?

Hon. Mr. CAMPBELL—I think we have to read clauses 12 and 13 together. I think the committee will agree that if a man knowingly ships goods of such a nature he should be heavily fined. The next clause provides that the captain or owner of a vessel may destroy such goods if he finds them, or throw them overboard, or render them innocuous. But the shipper is responsible for all damage.

Hon. Mr. SCOTT—Quite right.

Hon. Mr. WILSON—The clause applies to goods of an inflammable or explosive nature, or of a dangerous nature, without the shipper, before shipping the goods, making full disclosure of their nature to the agent, &c. What do you mean by permission? The agent may not know.

Hon. Mr. SCOTT—He has got to know.

Hon. Mr. WILSON—There is no means, except the previous clause, whereby the parties can be punished for entering those goods. That clause also enables the owner of the ship to destroy the goods. What redress has the party whose goods are being destroyed, if the shipowner cannot prove that the goods were dangerous. There is no provision as to how that information can be obtained. I think the clause is seriously defective.

Hon. Mr. KERR.

Hon. Mr. BELCOURT—In that case, the onus of proving the goods were of that character would be on the shipowner who destroyed them. He would have to show that the goods were within the class of goods described in this section, and if he did destroy goods which were of a character which he had no right to destroy, the shipper would have his remedy.

Hon. Mr. WILSON—Can my hon. friend tell me how he would be made liable?

Hon. Mr. BELCOURT—He would be liable at common law. He could only destroy them if they were of the character described in the clause and if the shipper denied that they were of that character the shipowner would have to prove it.

The clause was adopted.

On clause 15,

15. This Act shall come into force on the first day of September, A.D., 1908.

Hon. Mr. KERR—I understand that shippers are extremely anxious to have that date of the coming into force of the Act extended. They say it will be very inconvenient to have all the arrangement necessary for the changing of the bill of lading made by that date.

Hon. Mr. CAMPBELL—I have had no communication from them.

Hon. Mr. KERR—They were trying to see the hon. gentleman.

Hon. Mr. CAMPBELL—The reason we inserted that date is, because that is when the fall trade begins. The grain and flour is beginning to move across the ocean, and that is practically the beginning of the season, and clause 14 gives them protection on all contracts made before this Act comes into force. That was a clause put in for their protection, and when the steamship men left here they were perfectly agreed to this date being fixed.

Hon. Sir MACKENZIE BOWELL—I understood that there was a mutual agreement between the promoters of the Bill and the shipowners. Under the 14th clause, they can enter into any contract they please under the law as it exists to-day and be exempt, if it is done before the 1st September.