

Mr. BENNETT: No, no; it must have the effect or be designed to have the effect of a merger or monopoly; otherwise it is senseless.

Mr. FACTOR: This is a separate paragraph.

Mr. BENNETT: Not at all; the words are definite, and they are these: "having or designed to have the effect of a merger, trust or monopoly, which combination, merger, trust or monopoly has operated or is likely to operate to the detriment or against the interest of the public, whether consumers, producers or others."

Mr. FACTOR: Does not that all mean that a combine means a combination or merger?

Mr. BENNETT: No, because it is governed by the words contained in the subject; no one in court would argue it for five minutes. What are the governing words?—"arrangement. . . having or designed to have the effect of. . . a merger, trust or monopoly." All you have to do is to look at the definition, and then we will have it settled.

The draftsman has said that this is an amendment and consolidation of the two acts, but when he comes to the second section he says: "This is section 2 (1) of the existing act, further divided into paragraphs for convenience in reading. The words in the clauses vertically lined have been transposed." And in the transposition we have the result to which the hon. member for St. Lawrence-St. George referred. That is the result of this transposition. "Unless the context otherwise requires," according to the section now before the committee, the word "combine" means—well, what does it mean? It means (a) divided into (i), (ii), (iii), (iv) and (v). That may make convenience in reading; but if anything is calculated to make confusion it would be to take the paragraphs under the letter (a) and divide it into (i), (ii), (iii), (iv) and (v). That is what you call simplicity and clarity, but in court lawyers would have to say paragraph (i) clause (a)—no, it is not even that: it is clause (i) of clause (a) of subsection (1) of section 2. That is the clarification and simplicity of it. That is the trouble with this act as it is now designed.

The word "combine" is defined and, mark you, what is the definition of "combine." It is "a combination of two or more persons by way of actual or tacit contract, agreement or arrangement having relation to any article or commodity which may be a subject of trade or commerce and having or designed to have the effect of"—and there is where the word "designed" comes in again—"having or designed to have the effect of" (i), (ii), (iii),

(iv) and (v). Then we come to (vi), which refers to restraining or injuring trade or commerce.

Then (b) is a subdivision, not of (a) but of the definition of the word "combine," as it is now arranged.

Mr. ROGERS: Yes.

Mr. BENNETT: And as so declared it is at variance with the old statute.

Mr. FACTOR: The same as the other statute, except that it is clarified in the transposition of the words.

Mr. BENNETT: The hon. member's mind must be more susceptible to clarification than mine. I suppose it is, because of his wide experience in the matter.

Mr. FACTOR: Oh, no.

Mr. BENNETT: All I can say is this, that when you suggest that the definition is clarified, you could not even cite the new section, as you could before. If you had to argue it before a judge, how would you do it? Let us look at the old section, under the word "definitions." We find paragraphs (a), (b), (c) and (d). Now you get another (b). Mark you, that is what a combine means. Combine means (b), not as stated here; combine means "(b), a merger, trust or monopoly."

Mr. DUNNING: As well as (a).

Mr. BENNETT: As well as all this in (a); that is what it says.

Mr. ROGERS: The right hon. gentleman has suggested that a combine means all in (b) and (a).

Mr. BENNETT: Yes, all of this in (a).

Mr. ROGERS: But surely the clauses refer—

Mr. LAPOINTE (Quebec East): Plus (b).

Mr. BENNETT: Yes.

Mr. ROGERS: But under (a) are the various operations of a group of units which would bring them within the definition of a combine.

Mr. BENNETT: No; the word "combine" is arbitrarily defined by the statute. A combine means (a) a combination "of two or more persons by way of actual or tacit contract, agreement or arrangement having relation to any article or commodity which may be a subject of trade or commerce and having or designed to have the effect of"—and then follow (i), (ii), (iii), (iv), (v) and (vi).

Mr. CAHAN: Violations of criminal statutes.