

itself. The fact that you are taking that action now to me is conclusive evidence that you have already got the right or power to move under a circumstance where it is not the vessel itself; and in view of the fact that you must have the power now, because you have taken an action, then why are you asking for the extra power to be given you here?

Mr. FINLAY: There is a misunderstanding. In answer to the question which was asked at that time, I was referring to the situation where at present we are suing a company which ordinarily acts as a ship's agent; but I had merely pointed out that in this case no vessel was involved because the company, at the time, was not acting as agent for any vessel. They set one of our sheds on fire, but the vessel had nothing to do with it. The company was not acting as agent for a vessel at that time. Therefore we simply sue the company.

Mr. BOUCHER: Would this party become the owner now?

Mr. FINLAY: No, because in the example which was cited, it had nothing to do with any vessel. The vessel in that case was a firm of ships agents, but they were not acting as agents of any vessel at the time the damage was done. They set fire to one of our sheds and we claimed that they did it through negligence.

Mr. WINCH: Would you not have exactly the same power if they were acting as agents of the ship?

Mr. FINLAY: Yes, certainly; but in that case our suggestion is that if they had been acting as agent of the vessel at the time they set the fire, if that had been the situation, then we are suggesting that we should be given authority to seize the vessel.

Mr. GREEN: How do you reach that conclusion? The vessel did not have anything to do with the setting on fire of your shed. How do you reach the conclusion that because a man on the dock sets a fire, you should have the right to seize the vessel?

Mr. FINLAY: Because all it amounts to in the final analysis is that you may say that we are able to seize the vessel beforehand by way of security; but in any event, in the example cited, or in the second example cited, where these people had been acting as the agent of the vessel at the time they set the shed on fire, if that had been the case we could have sued the owners of the vessel actually and obtained a judgment against them and then seized their ship. Even though they have nothing whatever to do with it, nevertheless, they are still liable for the negligence of their agent.

Mr. WINCH: What I cannot get through my head is the case such as you have mentioned, where the ship or the actual ship owners had nothing to do with it; these people were acting for them at the time and they set fire to your shed; therefore you can go ahead and sue. But supposing they had been acting as agents, where is the moral or ethical chain of responsibility that because they did it as a company by their own act, that you should, therefore, hold the ship responsible?

Mr. FINLAY: I think that is merely fundamental.

Mr. WINCH: I am trying to understand it and I want to understand it, but I find it difficult.

Mr. FINLAY: It is a principle of the law of agency.

Mr. LANGLOIS (*Gaspe*): Quite independent of this Act.

Mr. FINLAY: Yes, quite independent of the Harbours Board Act; it is a fundamental principle of the common law respecting agency. Let us say that you drive your own car on your own business, and you do damage, let us say, through negligence. Only you can be held liable. On the other hand, suppose you are in the employment of X, and while in his employment you are still