

of ships for a voyage. As it was suggested, is that not the same position exactly as a person renting a taxicab with the driver and riding in that taxi as a passenger; he cannot be assessed for any damages done by the taxicab under the control of its driver?

Mr. FINLAY: Precisely.

Mr. HOSKING: But if you rented a vehicle yourself, and you become the driver, then you are responsible.

Mr. FINLAY: I think that is an excellent example; it shows the contrast between a "drive yourself" and a taxicab.

Mr. HOSKING: Could you tell us just how this Montreal shipping company could be in a position like the person who rents a taxi to drive himself?

Mr. FINLAY: Oh, yes.

Mr. HOSKING: In order for the shipping company to be liable, how could they get themselves around the position where they could be considered as the person who rents a car to do the driving himself?

Mr. FINLAY: So far as the Montreal Shipping Company is concerned, in the example or illustration mentioned, that was not the case of a charterer. In the example that you mention, that of the taxicab and the drive-yourself, that applies to the charterer. The Montreal Shipping Company would be liable, not as a charterer but as an agent.

Mr. HOSKING: As I understood it, the charterer and agent were the same thing.

Mr. FINLAY: Oh, no.

Mr. HOSKING: He had assumed responsibility for handling the vessel.

Mr. FINLAY: Not necessarily; in the case of the agent, the agent might do any act as an agent; he might or might not have to do with the handling of the vessel; but if he was going—suppose the owner of the vessel instructed the Montreal Shipping Company as his agent to, let us say, prepare for the arrival of one of his ships. The Montreal Shipping Company, acting as his agent at law, would go down to the wharf at Montreal, and let us say, through its negligence there was a fire. In that case there was no act of the vessel; the vessel is not involved as such; but nevertheless the vessel owners could be held liable because the Montreal Shipping Company were acting as their agents.

Mr. HOSKING: Isn't that rather a far-fetched case, for an agent to go down and start a fire?

Mr. FINLAY: Yes, it is rather a far-fetched example, admittedly; and the most common application would be in the case where you could have the contingency of a foreign vessel, possibly without assets, doing damage.

Mr. HOSKING: It is not too clear in my mind about the captain of the ship. The Montreal Shipping Company or the agent cannot give any authority, as I understand it, or have anything to do with the sailing of that vessel; therefore he is not in a position to create the damage which, I understand, under this Act you want to make him liable for.

Mr. FINLAY: Oh!

Mr. HOSKING: Just a moment; the other point is that in the confusion the agent is sued for the damages, while the insurance company or the underwriters of the ship, in some sense could get, under a legal technicality, where they would not be able to sue the person who actually is responsible, but would sue the agent who probably cannot be in a position to pay; and the originator of the crime or the damages could get off scotfree.

Mr. FINLAY: I suggest there that the originator would not get off scotfree. There is nothing to prevent—assuming in the example which you cite that