

Arnprior and Parry Sound Railway, and the Quebec and Lake St. John Railway. We would not be willing to have them exempted where they should know they are able to provide the appliances the same as others. But on roads like those mentioned where there is only one train a day, and perhaps they have only about a dozen cars, we would exempt them.

Mr. ELLIS—And the cars are difficult to attach the appliances to.

Mr. HUDSON—And many of those mentioned use Intercolonial cars.

Mr. LEWIS—The Hillsboro Company use their own cars.

Mr. HUDSON—That could be overcome. We don't want to be arbitrary, but we want the roads that are able to do it, forced to do it.

Mr. CASEY—I want to bring you on to the compensation question. This clause of bill No. 2 is in the shape in which it was put by your committee?

Mr. HUDSON—It is.

Mr. CASEY—The general principle is that a man who is injured while doing his duty, not being his own fault, is entitled to a fixed compensation for himself or his heirs in case of injury or death. Now, have you reasons to advance why that principle should be enforced as a principle, without regard to the amount?

Mr. HUDSON—As you are all well aware, ours is a very hazardous position, and where accidents happen we have a good deal of trouble in getting anything for the heirs of deceased, and we think that, following up the practice in the States, there should be a law.

Mr. CASEY—Just on that point, can you tell me where there is such a law in the States?

Mr. HUDSON—In Ohio and Minnesota, and in several of the States there are laws both for passengers and employees, that they get a certain amount when killed or hurt. It is allowed by the state, as this bill provides, besides what may be allowed to them by a court and jury afterwards. The general principle is just and right in every respect, so far as the indemnity is concerned and compensation while injured. If a man is injured through his own neglect we provide that he gets nothing, but where there is neglect on the part of the company, or through its not doing work required on cars or engines, and the man takes an extra risk and is hurt or killed, we consider there should be extra compensation.

Mr. CASEY—Supposing it is what is called a pure accident, where nobody can say how it arises, where it is caused through no carelessness, a man must receive a fixed compensation. Is that your opinion?

Mr. HUDSON—There are different ways of answering that. It is very seldom an accident occurs but someone is to blame, either the company or an employee.

Mr. CASEY—But suppose something breaks?

Mr. HUDSON—It would be purely an accident. We don't consider this clause comes in at all. It is for cases of neglect that we want the law. The latter part of the clause takes away the difficulty.

Mr. CASEY—That is subsection 6 of clause 7? It enacts "The foregoing provisions as to compensation shall be void in the case of any employee whose injury, disablement or death is caused by his own negligence,—the burden of proof of such negligence being upon the railway company; but if such injury, disablement or death occurs in the handling or use of trains, locomotives, cars or appliances which are out of repair, or insufficient, or not in accordance with the provisions of this Act, or if the provisions of section 8 of this Act have not been complied with, the railway company shall not be allowed to plead contributory negligence on the part of the employee so injured, disabled or killed."

Mr. HUDSON—That latter part covers it. I was going to show you a case—I find no fault with the railway company at all—

Mr. CASEY—Hold on a minute. I want to get at the intention of your friends in framing this bill. You don't wish to claim damages where apparently there is no one to blame.

Mr. HUDSON—We do not. There was a run off at Hull sometime ago, during the Session, and some of you gentlemen may have heard of it, when an engineer and fire