

desire was that the board should be left free to determine upon what terms the connection should be made and whether the railway company or the telephone company should pay compensation. The board can fix the terms, but the clause as drawn was on the assumption that the telephone company would be compelled to pay the railway company. I do not think that is desirable. I understood from the minister last evening, that he would be satisfied to strike out the words 'or compensation,' and if that were done, I think, the clause would be all right.

Mr. LANCASTER. Is it not possible the company would claim compensation and say it is outside the other terms?

Mr. EMMERSON. While I have no objection to carrying out the idea my hon. friend has in mind, I do not think the way he suggests is the proper one, but I will have a suggestion to make.

On section 22,

Mr. EMMERSON. Section 193 is the section of the original Act which is sought to be amended by section 22 of this Bill. I would propose the following amendment:

Section 193 of the said Act is amended by inserting after the word 'compensation' on line 5 from the bottom of the section, the words 'or otherwise.'

It would then read:

Upon such terms as to compensation or otherwise as the board deems just.

And then I would leave subsection 2 as we have it now printed. That is in harmony with the Railway Act. I do not go so far as to say that you should exercise the right to invade any station of a railway company without some proper compensation, because the very moment you put a telephone instrument in a station you are burdening that railway with an expense; they have to have a man to look after it. It may not take all his time, but it takes a portion of it, the greater the number of telephones the greater the number of men required to attend to them.

Mr. W. F. MACLEAN. It pays the company to have these telephones?

Mr. R. L. BORDEN. That is a question for the board.

Mr. EMMERSON. That is a question for the board to determine. If you leave out compensation the board might fairly assume that the word 'terms' does not mean any equivalent but it means conditions precedent or something of that kind and does not mean compensation at all. But by putting in these words 'or otherwise' then it seems to me it gives the board a freer hand.

Mr. LANCASTER. The amendment is good for another reason, because if you

Mr. CONMEE.

leave out the word 'compensation' it might be said that a court had to deal with compensation and not the board.

Mr. SPROULE. I think you should go further and say there shall be no discrimination.

Mr. EMMERSON. With all due respect to the suggestion of my hon. friend, and I appreciate it very much, it seems to me that the board might fairly take offence at that. The case of each station is determined on its merits; all the facts surrounding it are taken into consideration.

Mr. R. L. BORDEN. In short the minister's argument is that the board would not permit discrimination if under the Act it could take place.

Mr. CONMEE. I want to call the attention of the minister to his amendment. I cannot see that the original section 193 gains any force by it. What I object to in this section is tying the hands of the board. Why should a telephone company be compelled to pay compensation to a railway company? The minister says that if the word 'compensation' is left out the language of the section might not be wide enough. Then why not add words to make it clear? If you strike out the word 'compensation' in the second line and add the words 'either part may pay, if any,' the board will have power to say what payment should be made, if any and under what terms it should be made. If it is the intention to give the board a free hand to deal with this question, then the section should be made to do that. Railway companies pay for telephones which they use for their own advantage and for the advantage of their patrons. It is to my mind a monstrous proposition to say that a telephone company or a community before they can get relief from the Railway Board are bound to pay, and what are they bound to pay? In a case like that which has arisen in Port Arthur and Fort William, I apprehend that they would be bound to pay whatever damages the Bell Telephone Company would impose.

Mr. LANCASTER. Not with the section as it is now.

Mr. CONMEE. Perhaps not, but why should they be compelled to pay anything unless the board determines that they should pay?

Mr. LANCASTER. That is what the section says—the board can settle the terms or the compensation, either one.

Mr. CONMEE. It may settle the compensation for the railway company; that is the assumption of this section.

Mr. LANCASTER. If the board does not settle it, they go to court, and have a second claim, and defeat the very object you have in view.

Section 22 agreed to.