

that clause, covenant or agreement shall be illegal, null and void, and of no effect.

Hon. Mr. CAMPBELL—The words in the 21st line, 'Arising from the harmful or improper condition of the ship's hold or any other part of the ship in which goods are carried,' are struck out, because the committee thought the latter part of the clause provided for that, and those words were unnecessary.

The clause was adopted.

On clauses 6 and 7,

6. If the owner of any ship transporting merchandise or property from any port in Canada exercises due diligence to make the ship in all respects seaworthy and properly manned, equipped and supplied, neither the ship nor the owner, agent or charterer shall become or be held responsible for loss or damage resulting from faults or errors in navigation or in the management of the ship.

7. The ship, the owner, charterer, agent or master shall not be held liable for loss resulting from fire, dangers of the sea or other navigable waters, acts of God or public enemies, or inherent defect, quality or vice of the thing carried, or from insufficiency of package, or seizure under legal process, or for loss resulting from any act or omission of the shipper or owner of the goods, his agent or representative, or from saving or attempting to save life or property at sea, or from any deviation in rendering such service, or from strikes, or for loss arising without their actual fault or privity or without the fault or neglect or their agents, servants or employees.

These clauses are substituted for clause 6 of the old Act. It is adopting the Harter Act instead of the Australian Act, and we have also added the words in the latter part of the clause :

Or for loss arising without their actual fault or privity or without the fault or neglect of their agents, servants or employees, or for strikes.

That is a new part added at the request of the shipping interest of the country. We thought it only reasonable it should be put in.

The clause was adopted.

On clause 8,

8. The ship, the owner, charterer, master or agent shall not be liable for loss or damage to or in connection with goods for a greater amount than one hundred dollars per package, unless a higher value is stated in the bill of lading or other ship documents, nor for any loss or damage whatever if the nature or value of such goods has been falsely stated by the shipper, unless such false statement has been made by inadvertence or error. The declaration by the shipper as to the nature and value of the goods

shall not be considered as binding or conclusive on the ship, her owner, charterer, master or agent.

Hon. Mr. CAMPBELL—That is a new section. It provides for the amount of damage that the shipowner would be responsible for, not exceeding \$100 per package unless a higher value is stated in the bill of lading. This is to meet such a case as was stated by the Allan line people in Montreal, where some immigrant, who came out from the old country claimed to have lost a package worth \$700 or \$800.

The clause was adopted.

On clause 9,

9. Every owner, charterer, master or agent of any ship carrying goods, shall on demand issue to the shipper of such goods a bill of lading showing, among other things, the marks necessary for identification as furnished in writing by the shipper, the number of packages, the quantity or the weight, as the case may be, and the apparent order and condition of the goods as delivered to or received by such owner, charterer, master or agent; and such bill of lading shall be prima facie evidence of the receipt of the goods as therein described.

Hon. Mr. CAMPBELL—This is clause 7 in the old Bill, and the only change is providing that the ship must issue the bill of lading if a demand is made. It was done to meet the case of the vessels plying on the Gulf of St. Lawrence coast, or on the Baie de Chaleurs, where they often hand in a box of fish and say, 'Bring me back a bag of flour.'

In the original Bill they were liable to a penalty if they did not issue a bill of lading and notify the consignee of the arrival of the goods.

The penalty clause is struck out of this clause. It is changed so as to conform with the Harter Act.

The clause was adopted.

On clause 12,

12. Every one who knowingly ships goods of an inflammable or explosive nature, or of a dangerous nature, without before shipping the goods making full disclosure of their nature to, and obtaining the permission of, the agent, master or person in charge of the ship, is liable to a fine of one thousand dollars.

Hon. Mr. KERR—This clause is absolute and provides a penalty of \$1,000 for knowingly shipping something which is of an inflammable or explosive nature. It might only be explosive to a small extent, and