

Mr. FINLAY: No, it would not conflict. Let us say, assuming that amendment were made to the bill, that would not conflict with the definition of the terminology used in that subsection (*ea*).

Mr. WINCH: You could not use the powers of section 1 to be exercised under 8 as it might be amended.

Mr. FINLAY: You could not seize the vessel unless the vessel were the physical instrument of the damage, that is, either the vessel or its crew, but that has always been the case.

Mr. GREEN: You still have the word "owner" in clause (*d*), subsection (*v*) of section 16.

Mr. FINLAY: That is correct.

Mr. GREEN: You also have "owner in (*e*) and (*f*).

Mr. FINLAY: Yes, and those are cases—

Mr. GREEN: Under (*d*) you have the power to seize.

Mr. FINLAY: Yes, but as a matter of fact that is a provision which also exists in the United Kingdom and which in any event, I think, is perhaps of small practical importance, because the amount of tolls would be small. In other words, these particular subsections are the cases where great damage might be done and great liability incurred.

Mr. HOSKING: Referring to section 1 (*ea*), if a foreign ship comes into our harbour and we have a company who are going to load that foreign ship with sand, they would be "in the case of goods, the sender". If this ship proceeded into a harbour and damaged a wharf, could this company that was going to ship the sand in that ship be sued for the damages done by the ship?

Mr. FINLAY: Oh no, because in that case, as you have it there, the sand company is the agent, you might say, in respect of goods, but it is not the agent of the vessel.

Mr. HOSKING: You could not be responsible for any damage done by the negligence of the captain of the ship?

Mr. FINLAY: No.

Mr. HOSKING: Now, suppose they start to load the sand on this ship.

Mr. FINLAY: Yes.

Mr. HOSKING: And they have got quite a quantity; but through some mishap they pour it into the harbour and close the harbour up with sand.

Mr. FINLAY: Yes.

Mr. HOSKING: Then, as in the case of goods within this shipping company, you could seize the ship, and you could hold the company loading the ship responsible. Is that what you desire to do? Is that what this bill is for?

Mr. FINLAY: Excuse me; is this the amendment?

Mr. HOSKING: No, I am trying to understand clause 1 of the bill.

Mr. FINLAY: In that case, in the particular example which you cite, we would not be able to seize the vessel because the people who would be giving them sand would be nothing more than suppliers; they would not be the agents of the vessel and we would not be able to seize the vessel in that case.

Mr. HOSKING: And you would only be able to deal with the loader of the ship?

Mr. FINLAY: Yes.

Mr. WINCH: As far as I am concerned, I am coming to a clarification as a result of a question which was asked a few moments ago. Mr. Finlay, in answering, commented on the collection of damages by the Harbour Board in the past and mentioned that either recently or now you are taking action for the collection of damages, and that was done, but it was not the result of the vessel