

APPENDIX No. 4

Mr. CROSBY.—That is what he does now under the Act.

Mr. TODD.—I do not think so.

The CHAIRMAN.—That is what is done now, but some member of the committee raised the point the other day that when there was a shortage it would be impossible to say what sticks were short.

Mr. TODD.—If a man signs his specification that he has furnished so many pieces of certain sizes, it is the gross number of pieces.

Mr. CROSBY.—He is bound to deliver the number of pieces exactly as taken on board.

Mr. MCKENZIE.—The other day when Mr. Gregory was giving his evidence I followed him very closely and I will do him the credit of saying he put his case very strongly. The only point in which I agreed with him was that they should have sufficient data to identify the sticks or pieces that went aboard. I thought he should have that. I was not then familiar with clause 9. I think that clause 9 provides that and only that.

It says: "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", it does not say that the marks shall furnish quantities, but for the identification of the particular goods that are furnished; I think the shipper is entitled to that. It is contained in Clause 9, and if Clause 9 is good law let Clause 10 go out.

The CHAIRMAN.—Mr. Meredith that includes the quantity as well.

Mr. MCKENZIE.—I think that has reference to the class of goods. If it were coal it would be quantity, or if it were stone or something of that kind.

Mr. LOGGIE.—Would that mean marks on deals?

Mr. MCKENZIE.—Yes, I think that is sufficient to prove identification. I am only speaking for myself and I was satisfied that we could amend Section 10 to the extent of having that identification provision in it, but as long as it is in Section 9 it would not be necessary to have it in two places.

Mr. TAYLOR.—I do not know whether it has been mentioned to the committee but we have filed with the Minister of Marine a petition from some 600 people interested in the lumber business in New Brunswick, Nova Scotia and Quebec, signed by practically all the parties of any importance at all in the lumber trade, and there was also transmitted a copy of a resolution of the assembly of the province of New Brunswick asking for the repeal of Section 10. We have found as a practical matter of business that we cannot do business with Section 10 in force. All the evidence introduced by Mr. Meredith in this case along the line of showing that contracts were made along a certain line in North Europe, there has been nothing produced here suggesting that anywhere else in the world is there legislation existing preventing the making of a contract such as is ordinarily made in business. It has been pointed out that there is an important trade springing up between Canada and Australia, South Africa and South America in wood goods which it is impossible to carry on under this section. We respectfully ask for the repeal of this section. We got along very well before this Act passed, we had no trouble, we had a charter party which was accepted, but this Act has caused an uproar in the English trade and the people of New Brunswick have been prevented from doing business there, they cannot sell their goods, the purchasers will not buy them, and this is causing a great deal of hardship. We have no objections to wood goods being eliminated from the Water Carriage of Goods Act, and we have no objection to Clause 2 of that Act being amended as Mr. Meredith suggests, but we do ask that Clause 10 be struck out. This trade amounts to \$10,000,000 in a year and Section 10 does not do any good to any interest. As against that the uncontradicted evidence before the committee is that the operation of Section 10 will cause a loss of upwards of \$200,000 a year to Nova Scotia and New Brunswick.

The CHAIRMAN.—How is that, Mr. Taylor?