

Hon. Mr. YOUNG—Oh, yes, but this does not touch that class of grain at all.

The subclause as amended was adopted.

On subclause 10,

10. Every public terminal warehouseman in the Manitoba inspection division shall pay or make allowance to the owner for all domestic grain of a commercial value in screenings, as set forth in section 135 of 'The Inspection and Sale Act' as amended by chapter of the statutes of 1908, to the quantity assessed by the inspector.

Hon. Mr. YOUNG—This is a very difficult clause to work out, as you can readily understand from the fact that sometimes the percentage of domestic grain is so small that it may not be worth while to keep an account of it. The cost of separation may be more than the value of the domestic grain taken out of the car. I move that the clause be amended by adding after the word 'screenings' the following: 'On all cars graded by the inspector cleaned to clean for domestic grain.' That is, I would place on the shoulders of the inspector the duty of deciding when cars contain sufficient domestic grain to warrant the cost of cleaning. Under section 135 of the Act, the inspector must on his certificate place the percentage of dirt which a car may contain, and which the terminal warehouseman is supposed to clean to make the car grade the grade for which he has given his certificate. I thought the clause would be more reasonable and satisfactory, to place the duty on the inspector to mark a car 'clean to clean' for domestic grain, which would be a notice for the terminal elevator that they had to account for the domestic grain in that car. We know that there are some kinds of domestic grain which we cannot separate, such as barley from wheat. It could not be separated at the terminal, and it would be unfair to the terminal man to compel him to pay for something he could not get out, and which would not be of any use to him.

Hon. Mr. DAVIS—When a car of grain is going down now if it is marked by the inspector at Winnipeg 'clean to clean' it is a notice to the elevator. The object of this clause is where for instance oats gets into wheat, when the oats is taken out of

the wheat the owner should be paid for it, and this clause was inserted for that purpose. So far as putting it in the hands of the inspector, you find the quantity certified by the inspector.

Hon. Mr. YOUNG—You have to either trust the elevator man or the inspector, and I prefer to trust the inspector.

Hon. Mr. DAVIS—I think we should leave the clause as it is.

The clause was amended and adopted.

On the 11th subclause,

11. Every public terminal warehouseman in the Manitoba inspection division shall insure against fire, with companies satisfactory to the commissioner, and to an amount approved of by the commissioner, all grain received, handled or stored by him.

Hon. Mr. DAVIS—Is he only going to insure against fire? Grain may be damaged otherwise than by fire. For instance an elevator might burst.

Hon. Sir RICHARD CARTWRIGHT—That is all I think we can do at present.

Hon. Mr. DAVIS—A man is licensed to run a terminal elevator. Suppose something should occur by which the owner of grain in that elevator should sustain loss. I think we should be insured against that as well as against loss by fire.

Hon. Sir RICHARD CARTWRIGHT—I am afraid we could not go further.

Hon. Mr. YOUNG—Will the words: 'To an amount approved of by the commissioner' relieve the companies of any responsibility should the amount approved by the commissioner not be sufficient to cover the loss?

Hon. Sir RICHARD CARTWRIGHT—It would not relieve the company. It might possibly relieve the warehouseman.

Hon. Mr. YOUNG—I am afraid it would relieve the company if the approval of the commissioner is required. The company would not be liable for more than the amount he approved of. In the case of an elevator it is difficult to follow the insurance, because the elevator may be full to-day and half empty to-morrow and full again the next day. The quantities vary, and I should like to see the responsibility