

Hon. Sir MACKENZIE BOWELL—And to my mind, a young man who has risen from the lower ranks in railway employ until he has acquired a position which would justify the government in appointing him to this commission would be infinitely superior to a lawyer, though he might have had ten years' experience at the bar. He might have had ten years' experience, and might stand number one at the bar, and still might never have had any railway experience. If he is to be a lawyer simply for the purpose of giving his opinion as to whether the question under discussion in the commission is a question of law, then my hon. friend's position, it strikes me, might be correct, but there are other duties which would pertain to the chairman, other than that of dealing with questions of law.

Hon. Mr. ROBERTSON—Much more important.

Hon. Sir MACKENZIE BOWELL—Much more important, as my hon. friend says, and a railway man who had given study to this question would of necessity, if he was fit for the position, have a thorough knowledge of what the railway law is, and it is only the railway law and the effect of it on the transportation that he would have to deal with. A moment's reflection will suggest to the hon. gentleman that there are other qualities besides a knowledge of the provisions of the law to be considered in the appointment of these commissioners. The suggestion made by the hon. Speaker, it seems to me, would destroy the whole effects of the Bill. The changing of the wording might be all right enough, but when he comes to select the parties who are to constitute the board, he leaves out the qualities that are necessary to make that board of any service whatever, and that is a thorough knowledge of transportation, and of railway management, and how to settle little difficulties in matters of tariff and interchange of traffic. That is the way it strikes me, although not a railway man.

The clause was adopted.

On clause 11,

Hon. Mr. POWER—I do not think that clause should be carried in its present form. The first paragraph reads as follows:

11. No commissioner shall be disqualified to act, by reason of interest, or of kindred or

Hon. Mr. SCOTT.

affinity to any person interested in any matter before the board; but whenever any commissioner is interested, or of kin or affinity to any such person, the Governor in Council may either, upon the application of such commissioner or otherwise, appoint some disinterested person to act as commissioner *pro hac vice*.

There apparently, unless the commissioner himself applies to be relieved, or unless the Governor in Council act on their own motion, if the commissioner, or his brother or sister or cousin or aunt was interested in the matter coming before him, he would be capable of sitting. If two or three words were inserted after the word 'commissioner' in the beginning of line 26, that difficulty might be got over. You might say 'on the application of such commissioner or any other person.'

Hon. Mr. DANDURAND—Will the committee accept the principle embodied in the first part of the clause? I move that the first two lines be struck out so that the clause may begin with the words 'whenever any commissioner.'

Hon. Mr. SCOTT—Does it make any difference in the sense?

Hon. Mr. DANDURAND—It says that a commissioner who is interested in a case may sit in that case. That is contrary to the principles which govern our judiciary in the provinces.

Hon. Mr. SCOTT—In certain cases you would compel some one else to act.

Hon. Mr. LOUGHEED—It would be optional with the Governor in Council to permit, or not permit, the commissioner to act in such cases. If it were unimportant, I presume the commissioner might act.

Hon. Mr. DANDURAND—We should affirm that he should be disqualified by reason of interest, but I should leave the remainder of the clause which gives discretion to the Governor in Council to appoint another commissioner.

Hon. Mr. BEIQUE—The principle involved in the clause seemed to me very extraordinary, but on further examination I noticed that it affected only the railway company. It is in favour of any of the other parties except the railway company, because under sub-clause two of the same clause it is pro-