

Mr. GREEN: Of what?

Mr. FINLAY: So can the Canadian agent.

Mr. GREEN: Why should the agent have to do that? Why do you not assume some of your responsibilities? You are in business in these ports. Why not act like any firm has to do and go to the courts. Why do you want to have all these special checks?

Mr. FINLAY: As I say there is nothing new in the principle of seizing the vessel at all.

The ACTING CHAIRMAN: Might I make a suggestion to this committee. It appears that most of the objections have to do with clause 8. Would it be the wish of the committee to hear the amendments which are being suggested?

Mr. GREEN: My objection is not only to clause 8. I think this definition of an owner goes altogether too far. They have a law now and the owner is not defined at all. In other words, it is "owner" as an ordinary man would interpret that definition; that is as it should be. Here you have a section which is dragging in the agent and charterer. Then you go down to goods. The representations made today are being made on behalf of the shipping people. But come to the people shipping their goods. Look at how it defines owner of goods. It is much worse. It includes the agent, sender, consignee or the bailee of the goods as well as the carrier of the goods; they are defined as owner. Now, I think that that section goes much too far and the Act should be left as it is. There is no need whatever for a definition of owner, certainly as far as vessels are concerned. Mr. Finlay has proved that they do not need one thing further. They have collected everything owed to them and who else in the country has been in that fortunate position in the last 18 years. I think that when we go into this question of owner of goods we will find it is the same type of legislation, and that the National Harbours Board are trying to get a club to make it possible for them to seize anything whatever to do with the goods. I do not think it is good legislation and I think that the main purpose of this committee is to go over this question of the definition of an owner.

Mr. LANGLOIS (*Gaspe*): With respect to the question of owner of goods, if the honourable member will read the explanatory notes of the bill, he will see that in many instances the only direct contact which the board has, is with the carriers and bailees and not with the owner of the goods.

Mr. GREEN: You have the very proof by the statement of Mr. Finlay that the Harbours Board has been in this position for 18 years and has not lost a cent.

Mr. LANGLOIS (*Gaspe*): He was not talking about the owners of the goods.

Mr. GREEN: They have not lost one cent for damage done by vessels to their property. Why on earth do they have to come in and ask us for wider powers?

The ACTING CHAIRMAN: Has Mr. Finlay completed his statement?

Mr. WINCH: If I may, I believe that Mr. Green has pinpointed the reason why I asked if it is possible for us to have an understanding as to what is involved under clause 8. I did not mention it before because under section 1 we have the new definition of owner. I have read very carefully the explanatory notes on this section and, quite honestly, I cannot see how it is possible at all under the purpose and import as outlined by Mr. Finlay to place the consignee or the owner or the carrier or the agent that is handling the goods on a ship as having a responsibility for a claim of damage. I think that the whole thing is so important and involved that I would like to have a very