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Mr. MACDONELL: And they have conduit lines from Niagara Falls. These are all preserved. Then, subsection 5:

“The provisions of the last preceding subsection shall apply to and restrict the powers of any company heretofore incorporated by Special Act or other authority of the Parliament of Canada notwithstanding that such provisions may be inconsistent with the provisions of such Special Act or other authority, and notwithstanding the provisions of section 3 of this Act; and it is hereby declared that the powers of any such company have been so restricted since the date of the enactment of Chapter 37 of the Revised Statutes of Canada (1906): That is to say, the 31st January, 1907.”

The necessity for this subsection has been argued and dwelt upon here already, and I need not labour the point. It is not a noxious clause. It is only intended to meet the case of this particular company acquiring the Toronto Electric Light Company. I think Mr. McCarthy when he was here representing the Toronto and Niagara Power Company, denied that they had purchased the Toronto Electric Light Company. If that sale has not taken place then this provision can work injury to nobody and it will not affect the Toronto and Niagara Power Company.

Mr. MACLEAN: But it does protect the other parties.

Mr. MACDONELL: Yes, it protects the other parties. The committee will bear in mind that the Toronto Electric Light Company has bargained to sell to the city of Toronto in 1919 its whole undertaking and system.

Mr. JOHNSTON, K.C.: It also has bargained that it will not sell to anybody else.

Hon. Mr. COCHRANE: They got their franchise on the strength of that agreement.

Mr. MACDONELL: It is apprehended that the Toronto Electric Light Company will sell to the Toronto and Niagara Power Company. If they do not sell, then the language of this provision can do no harm to anybody. If they do sell, it simply prevents the sale going through or being consummated in a legal manner. The language proposed here takes advantage of nobody but simply insures the existing contracts and rights to the people of that district. Although it is not usual to insert the provision in a general Bill for retroactive legislation, it is essential in this case, and it is the only way to meet the existing conditions; because the Privy Council has decided that this company is not bound by the general provisions of the Railway Act, although we have always believed that those provisions did apply to all these companies. Mr. Carvell made a very sensible proposition yesterday when he suggested bringing in a special bill to amend the Toronto and Niagara Power Company's charter, and not deal with the matter by general legislation. If that could be done it would be all right, but this company has studiously avoided coming to the parliament of Canada for any amendment to its charter. Its present charter enables it to walk all over Canada and to enter any municipality and carry on its business without the leave or license of that municipality.

Mr. NESBITT: Mr. Johnston's section as drawn stops all that.

Mr. JOHNSTON, K.C.: Not mine, Mr. Thomson's section.

Mr. NESBITT: I would like to get some information. Mr. Macdonell will probably know as he comes from the locality most interested. As a matter of fact if this Committee passes his suggested amendments it practically stops the Toronto and Niagara Power Company from doing any business in Toronto except what they are now doing.

Mr. MACDONELL: No, we only ask them to do the same as any other power company or public service corporation must do, that is get the consent of the municipality, or if they cannot get that consent, go to the Railway Board.

Mr. NESBITT: There is a clause in the Bill which over-rides the Railway Board.