for an offence committed by his agent. I think Mr. Green will agree with me on this point. Furthermore, if you look at subsection (*e*) of clause 16 (1) you will see that it reads:

> Judgment against the vessel or the owner thereof has been obtained in any case described in paragraph (*a*), (*b*) or (*c*);

—and it stops there—it does not add (*e*) because we cannot obtain a judgment against the owner of the vessel for a penal offence or violation committed by the agent. Although there seemed to be no objection to adding, as I suggested earlier, after the word "has" in (*d*)—the first line—"in respect of the vessel", I am of the opinion it would not be necessary to do that even, because I think it is clear that the owner cannot be held responsible for a penal offence committed by an agent, and the word "owner" in this subsection (*d*) must be interpreted in regard to the context and that deals with penalties.

Mr. GREEN: This shows very clearly that my argument was right about this business of defining an owner to include agent. The parliamentary assistant is now arguing that where the word "owner" is used in this subclause (*d*) of clause 16 it only means the actual owner and does not mean the agent. That is what he is arguing—

Mr. LANGLOIS (*Gaspé*): No. An act committed by the agent—

Mr. GREEN: —because it is a penal section it does not include the word "agent." If he is right, where you find the word in that particular subclause it does not mean "agent" but where you find it in the other clauses and subclauses it means or includes agent. That just shows you how ridiculous that argument is. The owner is defined in the new subclause 1 as including the word "agent" and therefore everywhere "owner" appears throughout the bill it includes agent. I have never heard the law the parliamentary assistant is suggesting now, that because it is a penal section it does not include the word "agent", although the definition clause says it does; the way to get around this is to cut out the business of trying to make the word "owner" mean something else. Let us use the word "owner" as meaning the man who owns the ship, and let us not try to have it cover two or three other people who are no more the owners of the ship than you and I are, Mr. Chairman. I think that is where the draftsman of this particular statute has gone wrong.

Mr. LANGLOIS (*Gaspé*): I do not know if it is because I did not make myself clear, but I never said the owner did not include the agent under subclause (*d*). All I said is that, since we are dealing with penal law, the owner of the vessel could not be held responsible for a violation committed by the agent and vice versa. The agent for a violation by the charterer or the owner, because the person who commits the offence or violation can be prosecuted before a court. We cannot hold the agent responsible for a violation by the owner, and I think it would be hard to prove the contrary.

Mr. GREEN: Could I ask the parliamentary assistant a question? Does he contend that the vessel cannot be seized where, under subclause (*d*), the agent has committed some breach of the Act or the regulations?

Mr. LANGLOIS (*Gaspé*): Quite right.

Mr. GREEN: Quite right? That is, the agent breaks the rules under this Act and then the vessel can be seized for his having broken the rules?

Mr. LANGLOIS (*Gaspe*): It can not be seized.

Mr. GREEN: But clause 6 says: "The board may, as provided in clause 18, seize any vessel within the territorial waters of Canada." Subclauses (*a*), (*b*) and (*c*) are mentioned and then we come down to subclause (*d*) where it says the owner of the vessel has committed an offence under this Act and so on, and the owner is defined as including the agent. That means the vessel can be seized for any breach of the regulations by the agent?