

for the past hundred years. Therefore except for purely pioneer settlement, the Peace river country is not a field for operation. Pioneer settlement necessarily has to precede agricultural settlement, and it was with the view of introducing pioneer settlement that the agreement in question was entered into in 1902. There are always people willing to go in advance of settlement for reasons that seem good to them, and if we had no pioneers we would have no settlement, although the pioneer is not subject to the ordinary rule of commercial or industrial life.

Mr. SAM. HUGHES. Is my hon. friend not aware that there are already settlements far beyond this where they have gone down the waterways, and where there are flour mills grinding out wheat and turning out barrels by the hundred—north of this very spot.

Mr. OLIVER. There are settlements but they are essentially pioneer settlements and not capable of continued expansion such as we look to from the ordinarily settled parts which are provided with means of transportation and communication such as the civilized life of to-day requires. It was no doubt with the view of introducing pioneer settlement into this particular tract of the Peace river country that this arrangement was entered into. I am not concerned for the purposes of the present agreement, as to whether it was provident or improvident. I am merely stating its evident intent. Time went on and it was not possible for those who had undertaken the agreement to carry it out. Arrangement was made in 1904 under which certain settlement duties were required to be done either by or on behalf of the company. The time for the completion of those duties expired October 1, 1907. During the season of 1907 the company did make some effort to comply with the conditions. They did, at some expense, organize a party which went from Edmonton with the ostensible intention of settling on the tract and fulfilling the first requirements and conditions. That party left Edmonton in July or August and had to be on the land before the 1st of October. As the means of communication are not rapid, it was not until some time in December or January that we were made aware, by the reports of our officers, that the company had not established on their land the requisite number of settlers within the proper time. Notice was then served on the company that they had not fulfilled the agreement, and we gave them an opportunity to show cause why their concession should not be cancelled. The matter is still in that position. We have been requested to extend the period for consideration of the rights of the company on the ground that the parties most concerned in the company are absent from Canada and it would not be fair to proceed in their absence.

Mr. SAM. HUGHES. Was more than one absent? I think only one was absent from Canada.

Mr. OLIVER. I am giving the House the ground of their application. They asked an extension of time beyond the thirty days, and we took advice as to whether that extension would prejudice our right to cancel. We were informed that it would not. We were advised that the filing of our notice that the contract had not been fulfilled established our legal position, and we did not need to be in any particular hurry in order to save our legal position.

Mr. SAM. HUGHES. Why should such a thing be necessary? Suppose a party obtained a concession and failed to comply with the terms, that would end the business the same as in the case of any other contract. Or was this some special favour?

Mr. OLIVER. Not at all. But even the Department of the Interior learns by opportunity and age. The department has cancelled concessions before, and the cancellations have been set aside by the courts. There was an agreement in this case requiring the fulfilment of certain conditions by the parties. In our estimation, these conditions have not been fulfilled. But we cannot take any question away from the right of review by the court, and we must recognize that the people on the other side of the question have rights and views as well as we. And instead of immediately precipitating the question into the courts, we thought it would be but right and fair to give reasonable opportunity to these people to say what they had to say in their own defence.

Now, that is the position up to the present time, and I am not able to give anything further in regard to it,—except that the view of the department is that these people have not lived up to their agreement and that their rights are forfeited and, in due course, will be cancelled. We may be defeated in that view, but that is the view we take. And we do not think that any public interest is being injured at the present time by not pushing the actual cancellation. Because there is no desire on the part of any person to occupy the lands. These lands are not in any sense being withheld from settlement by reason of the agreement with the company not having been definitely terminated. My hon. friend (Mr. Sam. Hughes), I think, may rest easy that the rights of the country will be protected, and that the lands will not be handed over to this company except on fulfilment of the conditions that are required by the order in council. As I said the other night, it might be that, if these people have made a legitimate attempt to comply with these conditions and have incurred large expenditures, some consideration would be given