

obtaining a connection between the Grand Trunk Railway and the Canadian Pacific Railway at a place called Jacques Cartier Junction. Now, I want to read to you the different agreements entered into by the hon. gentleman. Those of you who are lawyers in the House will be amused by the drafting of the documents. They appear not to have passed through the hands of the hon. Minister of Justice. No first-class lawyers would ever be responsible for any document of that kind. If there is any legal gentleman in the House who can tell me where a conveyance of properties is mentioned, I would like to hear it.

The MINISTER OF RAILWAYS AND CANALS (Mr. Blair). If it is of any interest to the hon. gentleman to know, I can tell him that it did go through the hands of the Department of Justice.

Mr. HAGGART. So much the worse for the Department of Justice.

The MINISTER OF RAILWAYS AND CANALS. And I think it will be found pretty nearly right.

Mr. HAGGART. Well, it may be ; we will criticise it a little further anyway, and I am prepared to put my opinion against that of the hon. the Minister. The particular section that I want to draw your attention to in the agreement which was made in 1897 is this :

That Her Majesty shall and will pay to the company a share of the cost of maintenance of this railway between and including Ste. Rosalie and Point St. Charles and Chaudière Bridge and connections, including tracks,—

And so on.

—such share of the cost of maintenance to be in the proportion that the combined engine and car mileage of the Intercolonial Railway trains running over the above mentioned sections of railway bears to the total combined engine and car mileage over the above mentioned sections of railway during each month,—

That refers, of course, to that particular section of road which was owned by the Grand Trunk Railway Company, which was a part of this contract, which was made by the Drummond County Railway in connection with six miles of road running into Point Lévis.

—every engine, passenger and freight car, counting each as one car, and from Point St. Charles and west to Bonaventure station, including the yards, such share of the cost of maintenance as aforesaid to be in the proportion that the combined engine and car mileage of the Intercolonial Railway trains running over the above last mentioned railway section and yards bears to the total combined engine and car mileage running over the above last mentioned section of the railway during each month ; but notwithstanding anything herein mentioned, the cost of maintenance of the Victoria bridge shall not include the cost of maintaining any part or portion thereof except that which shall be used by the Intercolonial

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Railway and the company, and for that class of railway purpose, which cost of maintenance shall be apportioned as aforesaid.

Now, we will get the 35th section :

That if at any time hereafter the business or traffic shall, in the opinion of the parties hereto necessitate or warrant the laying of double tracks between and including Ste. Rosalie and St. Lambert, or the making of more extensive yard improvements at Point St. Charles or intermediate points between that point and Bonaventure station, or the laying of additional tracks between such points, or shall warrant or necessitate any further expenditure for the proper and efficient conduct of its business, and the company shall lay the said tracks or make the said improvements or make the said expenditure, Her Majesty may have the full and unlimited use of all or any such work in the same manner and to the same extent as if the said work had been included in the premises hereby leased, the right, use or privilege in which are demised hereby, and if Her Majesty should determine to use any such works or improvements, and the Minister should so declare, such works and improvements are hereby understood and agreed to form part of the leased premises, and Her Majesty shall pay annually for the use of any such works and improvements five per cent upon one-half of the actual cost to the company of the construction of said works and improvements ; but in case of all betterments or of additional works on such joint sections which the company may be required to make under the provision of any statute or of any order of the Railway Committee of the Privy Council, or other competent authority, Her Majesty shall pay the interest upon one-half the cost thereof at the rate aforesaid.

For all the improvements that were to be made over the terminals and connections, from Point St. Charles to Montreal, they were to pay for half, and that was calculated on the basis of 5 per cent per annum that the Grand Trunk Railway Company had the right to pay.

Now, under this agreement of 1897, the Intercolonial Railway took over one-half the undivided interests from Ste. Rosalie to St. Lambert, the right of running over the Grand Trunk Railway bridge and the user to the extent of one-half, I suppose—although there is no mention to what extent the user is on that portion of the line from the Grand Trunk Railway bridge to the terminal in Montreal. We pay one-half the price of the cost of the terminals in Montreal, and we receive none of the rent or profits accruing to the company from that. We pay for half of the road from Ste. Rosalie to St. Lambert, and we will receive half of the profits that the Grand Trunk Railway get from the other companies for the use of that. So we were confined to the simple user of what we purchased, from the end of the Intercolonial Railway to the station at Montreal (whatever use the Intercolonial Railway made of that station), paying to the Grand Trunk Railway for all the staff they used on that a proportion of the wages according to wheelage basis arrived at between the two companies. Under the new agreement we do the same