

but to put the matter of acceptance into desirable form, I enclose herewith formal acceptance which I have executed as chief engineer for the Government, and I would ask you to kindly sign as chief engineer, or acting chief engineer, for the company.

The enclosure is in duplicate, and you are at liberty to retain one of the copies for your company.

Yours truly,  
Gordon Grant,  
Chief Engineer.

Here you have the extraordinary fact that Mr. Grant excuses himself for this by saying that "the Government is of the opinion" that the contract has been complied with. He does not put it forward, as he dare not, as an engineer, put it forward, that the contract has been completed. He dare not put it forward that the road has been built according to the specifications. He says the Government is of the opinion and therefore encloses a certificate to be signed. But Mr. Grant, if left to himself, I do not think for a moment, would venture to say it.

Mr. MEIGHEN: Does the hon. gentleman say that Mr. Grant would not say that, when he also says that Mr. Grant has executed a certificate to that effect?

Mr. PUGSLEY: But he gives the reason. He puts it forward that the Government is behind him, and intimates to the chief engineer of the Grand Trunk Pacific that that is the stand the Government is going to take and he as an official of the Government signs it.

It does not need any one with engineering skill to determine that this contract was not complied with, that is admitted by the Government in their correspondence with the Grand Trunk Pacific. They admit that the road is not completed, but they say: We can go on and complete it in the future; but in the meantime, having in view the contract, it is not reasonable for you to ask the Government to wait, and you can well enter upon the efficient operation of the road. Now, the Solicitor General has called my attention to section 20, and says that the term there "when completed" means ready for operation. He would almost have you believe that it was so defined in section 20. But is it so defined? You must bear in mind that before section 20 we have section 7, which provides that the work is to be carried out under the joint supervision of the two engineers. They are to pass upon the work from time to time, and to see that it is according to specifications. Then when it comes to section 20 it says "when completed." Surely, that must mean when

completed according to the specifications. If I engage a contractor to build a house, to be four stories high, and if he builds the house only three stories high, surely he would not be justified in saying that he had carried out the specifications because the house had been so far completed that it could be comfortably occupied. Yet that is the argument of my hon. friend. If the contractor were to say to me: Money is scarce, and I will put on the fourth story three or four years from now, when it is more convenient for me to do so; but in the meantime, as your family is small, three stories will meet your requirements; move in and you will be very comfortable.

Mr. COCHRANE: But would your architect certify that it was four stories?

Mr. PUGSLEY: According to my hon. friend, he should certify that it was completed.

Mr. COCHRANE: But would he certify?

Mr. PUGSLEY: Yes, because what my hon. friend argues is that completion means that it shall be in such condition that it may be efficiently used. Well if it was three stories it could be efficiently and comfortably occupied. It is too absurd to argue for a single moment. Let any hon. gentleman read section 20 for himself, and I appeal now to fair-minded gentlemen on the other side of the House. Section 20 says:

When completed the said eastern division shall be leased to, and operated by, the company for the period of fifty years, at a rental, payable as follows:

Then it goes on providing for the rental. I think it is beyond question that that means when it is completed according to the specifications. No other interpretation can be put upon the words "when completed" in that section. My hon. friend says that the Government were remiss in another respect, that they had not provided as to when the road should be deemed to be completed. Have they not, sir? When they make a contract as to specifications does not the completion of the road mean when those specifications have been complied with and the road has been constructed according to the specifications? That is the completion of it. What does the minister do when he agrees to give to a company a railway subsidy of which a certain percentage is to be kept back until the road is completed? No one knows better than my hon. friend that the completion of a road according to the speci-