

came so late in 1898 that actual work could not be advantageously begun, and this brings us to a second chapter of the case.

### FURTHER SURVEYS BY MR. JENISON.

In these times of delay, always enforced by the Kakabeka Company, and also in the fall and winter of 1898, Jenison made extensive surveys of the country lying between the falls and the towns; and he found that if the canal before planned were turned east at the north line of Mining Section 10-x, it could be run to a large natural reservoir just back of the towns, where the water-level would be 300 feet above that of Thunder Bay. Here a head of 300 feet would be available for power instead of the 180 feet possible at the falls. This would do away with the long transmission by cables and poles, the waste, and the repairs, and would also furnish the towns with a gravity water supply.

The Canadian Northwest had by this time begun to show decided growth, and the future of both Port Arthur and Fort William appeared to justify this broadening of Jenison's ideas and the greater investments that he was entering upon. Mr. Jenison had both towns cordially with him. He made contracts with both towns by which he was to supply them with electricity for heat, light, and power; the Councils of both towns passed the by-laws, the matter was submitted to the rate-payers and both electorates approved the action of their Councils. Mr. Jenison, with these contracts in hand, now petitioned the Legislature to pass an act enlarging the provisions in the statute quoted in Exhibit A, so as to enable him to carry out the new plan outlined above. We have now arrived at a point in this narrative where the investigator may profitably read Exhibit B in full. In that Exhibit will be found, as a part of the statutory action, or as a cause for it, the action of the two towns, through their electorates, in ratifying the contracts made for the furtherance of Mr. Jenison's plans.

The act passed (Exhibit B) became Chapter 120, 62 (2) Victoria. It met the strenuous and dangerous opposition of the Kakabeka Company, and was assented to March 29, 1899. Upon returning with the contracts to the towns the Mayor and Clerk of Fort William promptly signed; but the Mayor of Port Arthur refused to keep faith for his electorate, and never would sign. The project for a reservoir had been a most liberal one, even with both towns as patrons; but with one town defaulting, naught but delay in financial quarters must result, as the prospective income from Fort William alone could by no means suffice to make the undertaking a sound one.

Meanwhile, too, there were other causes for delay. The final plan involved the purchase of nearly 5,000 acres of land between the towns and the falls. When the bill (Exhibit B) was before the legislative committee, strong opposition developed against allowing to Jenison expropriatory powers so great. However, Jenison gave his word to the Chairman of the Committee that he would not put this power into use until he should have exhausted every other means of acquirement. To keep his word, he with