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# House of Commons Debates

THIRD SESSION—EIGHTH PARLIAMENT

SPEECH

OF

SIR CHARLES HIBBERT TUPPER, M.P.

ON THE

## CANADIAN YUKON RAILWAY

OTTAWA, 7TH AND 8TH MARCH, 1898.

MONDAY, 7th March, 1898.

Sir CHARLES HIBBERT TUPPER.  
Mr. Speaker, I was very glad to hear the Solicitor General (Mr. Fitzpatrick) to-night. I waited patiently to have my curiosity gratified on this question. I desire to know, if possible, whether the Solicitor General of Canada ever had anything to do with the contract that is now before this Parliament for its approval. I was satisfied, from the speech of the hon. Minister of Railways (Mr. Blair), that he, to some extent, had exonerated his department from the responsibility of ever having been consulted with regard to a clause or a line of that contract; and I waited, with some interest, to know whether the Department of Justice had ever been referred to in connection with this astounding document—for never from the hands of any government in any province of Canada, or of Canada itself, or of the government of any country with the history of which I am familiar, has there come such a miserable, lame, halting, humiliating document as this Mann & Mackenzie contract, so far as the responsibility of the Government introducing it is concerned. Interesting as was the speech of the Solicitor General, I cannot, I am sure, be considered as taking extreme ground when I say that that hon. gentleman gave less attention to the contract and the terms of the contract than he did to the very interesting historical and

diplomatic matters which only bear incidentally upon this question. Upon the international law that the hon. gentleman laid down, various positions may be taken. But, when we come to the very important question to the people of Canada as to the terms of this contract, he felt that he was skating on thin ice. I will do him the justice to say that he felt the awkwardness of his position, and so sheltered himself by saying—and saying very quickly—that the details of the contract are to be discussed hereafter. I venture to reply to him; to-night, that, in the opinion of most of the business men of Canada, it would have been better if the details of the contract had been considered before; it would have been better had the Government had the advice of the paid, and well paid, advisers of the Government in connection with the contract. Let us consider that question, for it is a practical one, and it meets us at the outset. I have said to-night that it is a guess, but, I think, a reasonable guess, that the Minister of Railways and his department knew nothing of this contract at all until the position of the Government was taken with regard to it. I shall be contradicted, of course, by the Minister of Railways, who is present, if I am wrong, when I state, subject to his correction, that there is not in the Railway Department, nor was there obtained from it, a report or advice as to the terms or drafting of these different clauses, or of any