

in other words, that the line described by the Act of 1858 as "by the main-chain of the Rocky Mountains," is part of the same line described in the Acts of 1863 and 1866 as "by the Rocky Mountains."

The definitions of the eastern boundary by the Acts of 1858, 1863, and 1866, are as follows: (Act of 1858, Section 1)—British Columbia shall, for the purposes of this Act, be held to comprise all such Territories within the Dominions of Her Majesty as are bounded to the east by the main-chain of the Rocky Mountains, and to the north by

(Act of 1863, Section 3)—British Columbia shall, for the purposes of the said Act, and for all other purposes, be held to comprise all such Territories within the Dominions of Her Majesty as are bounded * * * to the east from the boundary of the United States northwards by the Rocky Mountains and the 120th meridian of west longitude, and shall include Queen Charlotte's Island * * *

(Act of 1866, Section 7)—Until the Union British Columbia shall include such Territories within the Dominions of Her Majesty as are bounded * * * to the east from the boundary of the United States northwards by the Rocky Mountains and the one hundred and twentieth meridian of west longitude.

(Section 8)—After the Union British Columbia shall comprise all the Territories and Islands aforesaid, and Vancouver Island and the Islands adjacent thereto.

There can be no doubt as to the intended meaning of the definition of the eastern boundary in the Acts of 1863 and 1866, in so far as this line is defined by a meridian line.

Now, as regards the meaning of the phrases "by the main chain of the Rocky Mountains," and "by the Rocky Mountains," it is to be noted that one essential characteristic of the expressions—in their application to the definition of a boundary—is that they must have been intended to indicate some presumably ascertainable and practical line. The only line of the kind which can be generally predicated as characteristic of mountain ranges is their line of water-shed.

The words "by the main chain of the Rocky Mountains" occurring in the Act of 1858, has special reference to a water-shed line, for it is this line which determines the main-chain.

Now, it has been shewn that there was no intention to change, by the Act of 1863, so much of the eastern boundary of British Columbia as had been settled by the Act of 1858, for the Duke of Newcastle, who had charge of the Bill in 1863, expressly stated that its object was to extend the Colony northward, but otherwise only to continue the Act of 1858.

Consequently the interpretation, appropriate in the nature of things, given above of the words "by the Rocky Mountains" occurring in the Acts of 1863 and 1866, is confirmed by the circumstance that these words were intended to be read as synonymous with the expression "by the main chain" of the Rocky Mountains previously used in the Act of 1858.

But there are also generally accepted rules, based upon natural principles, which regulate the interpretation of documents affecting the interests of several parties, and the application of these rules support the views just expressed. Vattel (Law of Nations, Book II., chap. xvii., paragraph 280, p. 251), in discussing the interpretation of treaties says—"We ought always to affix such meaning to the expressions as is most suitable to the subject or matter in question."

Paragraphs 244 and 263—"When a deed is worded in clear and precise terms, when its meaning is evident and leads to no absurd conclusion, there can be no reason for refusing to admit the meaning which such deed naturally presents. To go elsewhere in search of conjectures, in order to restrict or extend it, is but an attempt to elude it. If this dangerous method be once admitted, there will be no deed which it will not render useless. However luminous each clause may be, however clear and precise the terms in which the deed is couched, all this will be of no avail if it be allowed to go in quest of extraneous arguments to prove that it is not to be understood in the sense which it naturally presents."

Hall (on International Law, Part II., chap. x., p. 281, par. 3 (1),) says:—

"When the language of a treaty, taken in the ordinary meaning of the words, yields a plain and reasonable sense, it must be taken as intended to be read in that sense, subject to the qualifications that any words which may have a customary meaning in treaties, differing from their common signification, must be understood to have that meaning, and that a sense cannot be adopted which leads to an absurdity, or to incompatibility of the contrast with an accepted fundamental principle of law."

Phillimore (on International Law, vol. II., chap. lxx., par. 3,) says with reference to interpretation:—