

prominent engineers in Vancouver, to engage in studies of the treaty. They started off by being highly critical and had no intention of going along with me, but eventually as we took matters to them they came to see that the information from the official documents was irrefutable. The Vancouver engineering committee of the board of trade did a lot of work studying this treaty and persuading the council to pass much more emphatic resolutions than the council finally adopted for the Board of Trade.

Mr. TURNER: Reading through your brief, Mr. Bartholomew, I notice that your interpretation of the treaty and the protocol documents differs radically from the interpretation given in the government presentation paper, the blue book.

Mr. BARTHOLOMEW: You are so right.

Mr. TURNER: More specifically so on pages 114 to 166, the whole section of the interpretation of the treaty and protocol. These documents were prepared, if I understand correctly, by both legal and engineering advisers to the government who had considerable experience with the Columbia river document.

Mr. BARTHOLOMEW: Unfortunately, I only got this presentation a day or so before I left Vancouver and I have not thoroughly studied it.

Mr. TURNER: All I am saying, Mr. Bartholomew, is that your interpretation seems to differ quite radically from the interpretation given in the government's presentation paper. Without taking you through the paper clause by clause let me ask you whether you have any legal background?

Mr. BARTHOLOMEW: I cannot claim that, but I have been constantly called to appear in the courts in cases where technical evidence regarding water rights, damages and compensation had arisen. I am in the courts once or twice a year, and have been for many years. To that extent I have a little legal experience. I am not a lawyer, but I have had that background over the past many years.

Mr. TURNER: I take it you were called as a witness to give engineering evidence?

Mr. BARTHOLOMEW: No, not entirely, when you are called in on water license matters you are expected to know the Water Act. I first came into contact with the waters act in 1928 and 1929 I acted for the city of Grand Forks in a Water Act case and as a result of that hearing the utilities act was written. Mr. Francis McDermid who represented a union of British Columbia municipalities, and the city of Grand Forks, had retained me to assist them. He was subsequently requested to assist in the drafting of clauses of the new act, and Francis McDermid brought the matter to me to secure my opinion. So I have had some experience, and I frequently have had to interpret the Water Act in water rights cases.

Mr. TURNER: Have you had any recourse to legal counsel to advise you on the treaty?

Mr. BARTHOLOMEW: Yes, I have consulted two or three lawyers, and they threw up their hands and said that it was very difficult to understand, and that unless I was prepared to put them on permanent retainer or something, I could not get a professional opinion.

Mr. CHATTERTON: Would you mind giving us the names of the experts you consulted?

Mr. BARTHOLOMEW: No; I would not.

Mr. TURNER: You yourself admitted three or four minutes ago that you had not had an opportunity to study this presentation before.