

Transport Commissioners to vary the terms of the Crowsnest Pass Agreement. That is part of our Bill of Rights out here, and this contract is a contract with the people of Canada, through their trustees, the Members of Parliament.

Mr. OLSON: One other question I want to ask you in that same vein concerns this difficulty and the differences in interpretation of what is in the contract. Do you believe that this committee should undertake to give a definitive interpretation of that contract in terms of 1966 requirements?

Mr. MAURO: We are appealing, as you know, Mr. Olson, under section 53 to the Governor General in Council. You will not be surprised to know that the material that I will be submitting on behalf of the province of Manitoba in that petition is largely the material I presented to you gentlemen here today. I did that because I felt that these are both on the same level in the level of policy, you, as a committee of parliament, the Governor General in Council as the advisor to Her Majesty, the Queen, in Right of Canada. We are suggesting to the Governor General in Council that they must interpret this contract and must determine what are the rights of the people of Canada in 1966 relative to that agreement of 1880.

Mr. OLSON: I asked you that question because there has been some suggestion that perhaps the Supreme Court of Canada is the only body competent to give an interpretation.

Mr. MAURO: I do not believe that they are competent at all in this area of what the agreement was meant to do relative to specific services. The Supreme Court of Canada, a legal body, would be competent to determine whether a contract exists and what the contract says on its face, but when you get to questions like "to thereafter and forever efficiently maintain, operate and work the Pacific Railway", and someone says, "Well, does this mean one transcontinental train or two transcontinental trains", I think you get back to the parties who entered into the agreement. You have to say, "Now, what does that mean today?" You and I know that it does not mean that they were forced to run every train that they ever ran. That would be beyond all realm of national thinking. But it does have to have application today, and the only two people who can do that are the contracting parties. And it was done. This is not something new. The Crowsnest Pass Agreement was revised in 1925, and you may recall that there had been rates given for settlers' effects east—they were supposed to be reduced rates—and the CPR went to the Government of Canada and under a little negotiation they removed that from the operation of the Act and, in turn, they also changed the Act to include for export grain all points then and to become existent on the CPR track in western Canada. So we have precedent for renegotiating or reconsidering a contract.

Mr. OLSON: There is a little difficulty here because I suppose you would agree that in the ordinary process of administering and applying the law that in the legal interpretation of a contract, even the statutes of Canada, the Members of Parliament or committees of Members of Parliament do not interpret but write it. But when it comes to the practical application of it, this is referred to the courts. Of course, the Statute of 1881 falls in this category because it is a Statute of Canada. So I am interested in your opinion whether this is a special case, and that it should not be interpreted in the ordinary way that statutes are interpreted when they are being applied.