

Mr. SOUTHAM: That is the extent of my questions. Thank you, Mr. Mauro.

Mr. PASCOE: Mr. Chairman, the questions I had are pretty well answered now. I was going to deal with the social and economic effects this curtailed passenger service had on the communities. But I think my questions will be answered just as well when the City of Winnipeg brief comes up. So, I will skip for now, provided I get some kind of priority on that list.

Mr. OLSON: Mr. Mauro, I only have two questions here. I should have finished the last time, except we have a kind of a gentlemen's agreement that we only go for so many minutes at a time.

In paragraph 6 of your brief you had a number of quotations, quoting the Chief Commissioner of the Board of Transport Commissioners, Justice Locke and so on. I think the gist of these quotations is that there is an overriding requirement for service and that public convenience and so on are the overriding considerations. Now, I presume that this is your opinion and of the Government of Manitoba, although you do not say so. But it is clearly your opinion that this is a first consideration; costs and all these other things come second.

Mr. MAURO: Yes.

Mr. OLSON: Then on this requirement for service, so far as this committee and the Parliament of Canada are concerned, who are responsible for the Railway Act and the Board of Transport Commission, we must consider this requirement for service first, in your opinion, second, the costs, and then the CPR's obligation, and so on, in that order.

Mr. MAURO: That is right. Public convenience and necessity come first. I find it hard to sort of say, "public convenience and necessity, while coming first, has to be considered in the light of costs". I mean there is no more justification for isolating public convenience and necessity and say that we will refuse to look at costs any more than to take the approach of the CPR and say, "Here is our balance sheet; do not look at anything else."

Mr. OLSON: That is exactly what I was getting at. So far as you are concerned then, as representatives of the Canadian people at the Federal level, we should be looking at this in relation to costs, as the overriding factor rather than the corporate well-being of the company.

Mr. MAURO: That is right.

Mr. OLSON: Now, when we were in Vancouver, Mr. Brazier, the Counsel for British Columbia, suggested that insofar as the 1880 agreement and the Statute of 1881 and so on are concerned, what is written there means what it says, that it is a contract, and that any withdrawal from what is in that contract must in future be done by mutual consent. Now this contract was between the people of Canada or the Government of Canada and the Railway. Do you subscribe to this, that any withdrawal from this contract should be with the consent of the Parliament of Canada and not necessarily with the consent of the Board of Transport Commissioners.

Mr. MAURO: I not only agree, I would fight strenuously any suggestion that the Board of Transport Commissioners has any right to vary in any way the terms of that agreement, just as we have fought any attempt by the Board of