

had done their duty in 1903. There is only one way of deciding it. The Grand Trunk Pacific Railway Company has not so far definitely and finally taken the position that they refuse to sign this lease. They have offered objections, but whether or not they intend to press them to the point of final refusal has yet to be divulged. At all events, whatever be the finding of the court, should the finding of a court unfortunately be necessary, or whatever may be the decision of the company should the company decide the matter without reference to the courts at all, it is undoubtedly the duty of the Government at this time to put themselves in a position to operate the road to the the best possible advantage, and to meanwhile make the very best of the situation.

Hon. gentlemen opposite are not content with arguing the position of the Grand Trunk Pacific Railway Company to the effect that they are not bound to take over the road because the road is not completed, but they try to fortify the position of the company in other regards, and they assert that the road has been degraded and that the company will not take this fine line of railway, running from Moncton to Winnipeg, because it is not quite a good enough railway to take care of the traffic that is going to offer in that northern country. Even were hon. gentlemen opposite correct in that, and even did the Grand Trunk Company take exception on that ground and prosecute the taking of that exception, surely they do not believe that the people of Canada for a minute will think that the Grand Trunk Pacific Railway Company are refusing to take over the road because it is not good enough to take care of the traffic and, because, forsooth, it has not cost quite enough money.

It is asserted also by hon. gentlemen opposite that an error has been made in the city of Quebec, that there has been a change in the site of the terminals there, and that by reason of that change and by reason of the fact, as they assert it—although I do not know it is correct,—that that change has not been assented to by the company, we are not in a position to succeed in our action with the Grand Trunk Pacific Company, should there be an action. I do not read clause 7 to the effect, that the direction of the road, and the location of the shops, and the like of that, are subjects upon which we must get the consent of the company, even though that consent, in this instance, may have been refused. On that point I would

be glad to hear from the hon. member for St. John (Mr. Pugsley) or any lawyer, or anybody else. It seems to be the interpretation of hon. gentlemen opposite, that in everything connected with this railroad, in the location of the line, in the location of the terminals, in the character of the curves, in the character of the grades, and everything else, we were completely in the hands of the Grand Trunk Pacific Railway Company. Well, unfortunately, in some degree, we are in their hands, and if, as the leader of the Opposition says to-night, we are delivered into the hands and at the mercy of the Grand Trunk Pacific Company, he is the deliverer, and he is the man who put us in that position in 1903. He is the man who committed the keys of the treasury of Canada into their hands, and enabled them to say what money we should spend, enabled them to say what the cost should be, enabled them to say that we are to spend a million dollars, if necessary, to get over a mere fanciful difficulty. He is the deliverer of the keys, and he is the man also who, while he delivered us in that degree at least, into the hands of the Grand Trunk Pacific Company, failed to insert in his agreement any security that would enable us to enforce judgment against that company to take over the road, if we got judgment. There is no adequate means of enforcement, I repeat again. That is not a criticism of the drafting of the contract; that is not a reflection on the ability of the men, as lawyers, who drafted it, but it is a reflection on the Government, who gave the instructions at the time as to what should be contained in that agreement. A lawyer is not to blame because he does not insert security, when he is not instructed to insert it by his clients, and the clients of Mr. Shepley and Mr. Gormully were the right hon. the leader of the Opposition and his colleagues. And, there is no security there, and even though we got a judgment where would we be to enforce it? That is the criticism of the contract I made the other night, and that is the criticism I repeat to-night.

There are other wounds; there are other defects in this contract, as the right hon. gentleman will not deny. The right hon. gentleman knows that already because of the fact that the meaning which he says was intended was not clearly stated in the contract, we have had to pay \$12,000,000 of a penalty. I do not know whether that is testimony to the legal attainments of the