

### Sir William Whyte against findings of Report.

What happened in this case? This question was referred to Sir William Whyte. Mr. Lynch-Staunton did not act as if he were a commissioner appointed to get at the truth and to treat every person fairly, both sides alike; but he actually in this case came out and did what he apparently considered he had to do all through, he became counsel for the Transcontinental Commission. Legal gentlemen look at me from the other side of the House and may want some proof; they are entitled to it. I shall give them the proof from a return given to me by the Government. I find on page 82 of this return the argument of Mr. Lynch-Staunton, which he submitted in writing to Sir William Whyte. He signs himself '*Counsel for the commission.*' Would my hon. friend think, would any person for one moment believe that a gentleman occupying a responsible position equivalent to that of a judge, would step down from the Bench and become counsel for one side of a case that was being tried before him. This is not out of harmony with Mr. Lynch-Staunton's whole conduct in this matter. I am pointing this out to the House and to the country so that they may know from what angle Mr. Lynch-Staunton viewed his responsibility. That was that he was not acting as a commissioner to independently investigate the case, but considered himself from start to finish as counsel for somebody against somebody else. The arguments were placed before Sir William Whyte. The Deputy Minister of Justice, the Department of Justice and the head of the law department of the Transcontinental had all said that Mr. Lynch-Staunton's law was all wrong. Now, as to Sir William Whyte. Mr. Lynch-Staunton, counsel for the Transcontinental Commission—not his own investigating commission, of course—placed his argument before Sir William Whyte. The Grand Trunk Pacific placed their argument before Sir William Whyte. Let me refer for a moment to some of the arguments. I shall quote the opinion of one gentleman—it is true, engaged by the Grand Trunk Pacific, but there is not a man from Charlottetown to Dawson City but will take the opinion of this gentleman to be at least as valuable as that of Mr. Lynch-Staunton. I refer to Sir Allen Aylesworth. Sir Allen Aylesworth, as counsel for the Grand Trunk Pacific, it is true, gave an opinion in a letter to Mr. Biggar, which was placed before Sir William Whyte :

Toronto, August 9, 1912.

W. H. Biggar, Esq., K.C.,  
General Counsel, Grand Trunk Pacific Railway Company,  
Montreal, Quebec.

Dear Biggar,—I have examined the various contracts and letters you sent me on 25th of July.

With regard to the shops, I concur fully in the views expressed in your letter of 12th of March last and 18th of June last and have really nothing to add.

I feel some doubt whether such shops would form part of the terminal 'facilities mentioned,' in the definition 'of cost of construction,' in clause 15 of the 1903 agreement. I would suppose such shops might be located wherever along the line would be most convenient, and not necessarily at any terminus. But if they are 'terminal facilities,' Mr. Leonard is plainly wrong in proposing in his letter of 17th June that the company pay 5 per cent on the cost of the land on which they are situate, as 'cost of construction,' by the same words of clause