

of the right of way of the Transcontinental railway.

The offer made by His Majesty the King, through the Minister of Justice, or the Attorney General, who acts also as Minister of Justice, is as follows:

That it may be declared that the sum of \$26,257.47 is sufficient and just compensation to the defendant, or to whosoever may prove to be entitled thereto, for and in respect of the above described lands and real property and for all claims in respect of any damage or loss sustained or to be sustained, by reason of the said entering upon, taking possession of and expropriation of the said lands and real property as aforesaid. Such further and other relief as this Honourable Court shall deem meet.

Ottawa, 22nd September, 1911.

This information was amended a little later on. On the 19th of February, 1913, the new Minister of Justice being then represented by his solicitor, Mr. J. E. Chappleau, a lawyer from the city of Quebec, the information as amended changed the offer that had previously been made by Sir Allen B. Aylesworth, Attorney General for the Dominion. The amendment had regard first to the area and secondly to the amount. I need not refer to the area; but as to the amount, instead of \$26,257.47, the following offer was made:

That it may be declared that the sum of \$39,000 is sufficient and just compensation to the defendants, or to whosoever may prove to be entitled thereto, for and in respect of the above described lands and real property, and for all claims in respect of any damage or loss sustained or to be sustained, by reason of the said entering upon, taking possession of and expropriation of the said lands and real property as aforesaid.

Mr. DOHERTY: Was not the area increased?

Mr. LEMIEUX: Yes. That is what I stated.

Mr. DOHERTY: I did not understand you to state that.

Mr. LEMIEUX: The area was increased, and the offer was amended accordingly.

The defendants were represented by Messrs. Belleau, Baillargeon and Belleau. On the 2nd of November, 1911, they filed their plea by which they averred that the offer of \$26,257.47, made by His Majesty the King through his Attorney General, Sir Allen B. Aylesworth, was insufficient, and that the defendant was entitled, not to \$26,257.47, but to \$52,000. Later on, as the first information filed by Sir Allen B. Aylesworth had been amended by his successor, the area increased and the offer also

increased, so the defendants increased their claim, and on the 7th of February, 1913, Messrs. Belleau, Baillargeon and Belleau, attorneys for the defendants, filed an amended plea.

This time, they did not care to accept even the large amount which they had previously mentioned as being sufficient to cover their indemnity and damages, namely, \$52,000, but raised their claim to the fabulous sum of \$217,261.97, with interest from the 12th of September, 1912, and costs. This case was heard before the Exchequer Court of Canada presided over by Mr. Justice Audette. And let me say in passing that it is far from my mind to cast any reflection on this judge who is integrity and honour personified, and who is one of the ablest judges I know of. On the 10th of May, 1913, Mr. Justice Audette gave judgment for the defendants to the amount of \$69,256. This property, as proven in the case, was purchased in 1894 for the sum of \$1,000. I have here the defendant's exhibit 'A' filed as the case was heard in court. This document shows that on the 9th of October, 1894, an agreement was made between Eleanor Seaton Karr and other trustees represented by Charles Gauvreau, of Quebec, agent, on one side and Alfred Olivier Falardeau—the defendant in the present case—on the other, with regard to this property. The agreement contains the following clauses:

Whereas on the eleventh day of June last, 1894, the hereinafter described property was offered for sale at public auction by Messrs. A. J. Maxham & Co. and adjudged to the said Alfred Olivier Falardeau the last and highest bidder, for the sum of one thousand dollars.

After further recitals, this document proceeds:

And lastly the present sale is thus made for and in consideration of the price of one thousand dollars current money of Canada, which the said vendors represented as aforesaid do hereby declare to have received partly before and partly at the time of the execution of these presents, whereof quit.

As I have just stated, the amount awarded by the Exchequer Court was \$69,256. As soon as this award was made Mr. Chappleau, solicitor for the Attorney General of the Dominion of Canada, served the following notice upon Messrs. Belleau, Baillargeon and Belleau, solicitors for the defendants—respondents, as follows:

Take notice that His Majesty the King is dissatisfied with the judgment rendered in the above case by the Exchequer Court of Canada on the 10th day of March, 1913, whereby the defendants-respondents, were awarded the sum of \$69,256, with interest at 5 per centum per annum upon the sum of \$13,071.53 from the

[Mr. Lemieux.]