

That is why we have had trouble in connection with this contract: the present government of Manitoba took the course they did against the good faith of the security they hold in their own treasury to provide for the fulfilment of this contract. Every time the lawyers representing the government of Manitoba came down here to argue the question of Manitoba's contract, they were coming here in bad faith, having regard to the contract and to the mortgage held by Manitoba, under which it can decree specific performance any time. Why the Norris government or the government of the Progressive party of the province did not present Manitoba's case as it should have been presented under the contract as made is a matter for them to answer, and not for me.

I wish to point out that when the Railway Act was going through this parliament the Attorney General of our province came down to see to it that nothing should be provided in that act that would be detrimental or injurious to the fulfilment of our contract. A special clause was therefore introduced as follows:

Unless otherwise expressly provided in this act, where the provisions of this act and of any special act, passed by the parliament of Canada relate to the same subject matter, the provisions of the special act shall be taken to over-ride the provisions of this act in so far as is necessary to give effect to such special act.

In determining the meaning of this paragraph the first question is, what is meant by the words "special act"? The expression is among those defined in the interpretation section 2 (w), and the definition is as follows:

(2) (w) The expression "special act" means any act under which the company has authority to construct or operate a railway, or which is enacted with special reference to such railway, and includes all such acts.

The next chapter in our difficulty was when the appointment was made in 1922, under the government of the right hon. member who leads the present administration, of a committee on transportation costs, and it was the set purpose of Liberals, both here and in the western provinces, to try to find some form by which and through which they could discredit or destroy Manitoba's railway contract. That commission was appointed, and I remember that my hon. friend from Fort William (Mr. Manion) was on it. I am sure it would be difficult for him or anybody else to understand the exact conditions without knowing something about the contract arrangement. When that committee first assembled Mr. Hudson, Mr. Crerar, and Mr. Forke, the present member for Brandon, were mem-

bers of it, and it will be sufficient for me to say at the moment that they did everything in their power to destroy the contract before that committee. They were asked by their fellow members of the committee to have the contract incorporated as part of their proceedings, but they failed to appear. They brought down schedules of rates covering the railways of western Canada for years previously and during that period of time they entirely overlooked Manitoba's rates and gave the Crownsnest pass rate credit, if you please, for reductions made by the Manitoba government under their contract.

The hon. member for Regina was the leading sinner in this task of trying to destroy our railway rates for the benefit of the corporations and to the detriment of the people even of his own province. The rates given to Saskatchewan, or to the Northwest Territories as it was at that time, brought his province a large return. Before this committee was appointed the Minister of Railways, speaking at Regina—and I have a copy of his speech in my hand—made the following statement, speaking of the Crownsnest pass agreement:

An examination of the freight rates on grain particularly will reveal that fact—that while the agreement covered main line and branches as they existed in 1897 it did set the basis for the whole of the west with respect to the commodities covered by the agreement.

My hon. friend was Minister of Railways in Saskatchewan when he made that speech and he ought to have known something about rates, but evidently he did not, because the Manitoba rate contract was in force from October 7, 1903 until 1918. Not one pound of freight of any kind or description was carried during that time over any line in the prairie provinces save and excepting under rates different from Crownsnest pass rates. For twenty-five years or more they were carried under rates fixed by the Manitoba government, and the province which my hon. friend represented so long secured great advantages as a result of those rates.

Mr. MANION: Were they lower rates?

Mr. ROGERS: Lower by two cents a hundred pounds at every station in Saskatchewan and Alberta. Therefore Manitoba has just cause to complain of unfair treatment such as this in respect of her rate contract. The day is not far distant when Manitoba will find relief, because within the next few months we are going to have a new government in that province with Mr. Fawcett Taylor as Premier and leader of the Conservative party. When that day comes we