

—and that the said work shall be done according to the said specifications and shall be subject to the joint supervision, inspection and acceptance of a chief engineer appointed by the Government and the chief engineer of the company.

Now, Sir, in case of a dispute between the two engineers, what is to happen? My hon. friend says that the late Government did not provide for what was to happen in that case; he says that the only remedy would be an appeal to the courts. I say that the section provides in the clearest possible manner as to what shall happen.

Mr. MEIGHEN: In case of a dispute over some things.

Mr. PUGSLEY: As to the completion of the work.

And, in the event of differences as to the specifications, or in case the said engineers shall differ as to the work, the questions in dispute shall be determined by the said engineers and a third arbitrator, to be chosen in the manner provided in paragraph four of this agreement.

What is meant by the work? It is the work of construction. How could there be a difference unless it was based upon the specifications? Then, as the work went on, from time to time one engineer might say: This work is not up to the specifications. The other engineer might say: It is up to the specifications. Differing, they would have an arbitrator called in, whom they would appoint, and if they failed to agree upon an arbitrator one would be appointed by the Chief Justice of Canada. What difference is there when the work is done? The Government says: Now this road is completed according to the specifications. The chief engineer of the company says: It is not, the work is not up to the specifications. That is a dispute between them, it is a dispute as to the work because the work must be viewed in reference to the specifications which have been provided as to the mode in which this work is to be done. They differ therefore on the question whether the complete work is up to the specifications or not. The Act provides that the questions in dispute

—shall be determined by the said engineers and a third arbitrator, to be chosen in the manner provided in paragraph four of this agreement.

Let me take as an illustration the case of a house that is to be built. A man makes a contract with a contractor for the building of a house. The contractor has an architect; the owner of the house has also an architect. It is agreed that if there is any

dispute between the two architects under whose joint supervision the work is to be carried on, it shall be referred to a third party. Now, would any one suggest for a single moment that that would not apply to the work when it was alleged to be completed, just as much as it would apply to the work as it was going on from day to day during the progress of construction? That is exactly the present case. There is no difference at all. The work might be one-half or two-thirds or three-quarters or nine-tenths finished. One party claims that the work is finished according to the contract and specifications. The other claims that it is not. That is a dispute as to whether the work has been done according to and up to the requirements of the specifications. That is a dispute which these parties decide is to be determined by the two engineers, and in case they cannot agree is to be arbitrated upon by the two engineers and a third party to be chosen by the Chief Justice of Canada. Surely no man who is disposed to look at the matter from a fair and reasonable standpoint would say that the Government had not exercised every possible care and provided a tribunal to meet this very case.

Mr. J. E. ARMSTRONG: Owing to the fact that the Quebec bridge will not be completed until the latter part of 1917, would the hon. gentleman advise this Government not to urge upon the Grand Trunk Pacific the need of taking over the road as a completed road before that time expires?

Mr. PUGSLEY: I would urge the Government to do that. And let me say to my hon. friend that there is one thing that surprises me exceedingly, and that is that this Government did not do what we were about to do before the late Government left office, and that was to arrange for the operation of the various sections of the Transcontinental as they were completed from time to time, pending the completion of the whole line and the entering into of the lease.

Mr. ARTHURS: Did the Government make any arrangement to that effect?

Mr. PUGSLEY: Two sessions ago I called the attention of the Minister of Railways to the fact that before the late Government left office a conference was held between a subcommittee of the Council, consisting of the then Prime Minister, the then Finance Minister, the then Minister of Railways, myself, and Mr. Hays, the president of the