

that this charter should be a valid one, and most likely to secure the construction of the road. It is not of that kind. In the last clause, of 9th section, in order to establish an approximate standard whereby should be regulated matters not strictly provided for in the charter, the United States Union Pacific Railroad, was selected as that standard; but in a general way only and not as to details of construction or working that might be found objectionable, nor with respect to alignment and grades. The whole work was to be such as the nature of the country would admit of without undue expense. Now who could tell what undue expense was, or what was the nature of this C. P. R. R. standard? That was the last possible description of a condition. That Union Pacific Railroad charter provided that whenever the company should have completed forty consecutive miles—not simply *proceeded with*—the work, as in the Canadian Railroad charter—of any portion of the said railroad and telegraph line, ready for service, and supplied with all necessary drains, culverts, crossings, etc., and all other appurtenances of a first class railroad, instalments of payment should be granted? That was one point. The President of the United States was to appoint three Commissioners. What has been our practice? Our Government left the whole matter as to the character of this road, of disputes arising under charter, to whom? To three engineers, one appointed by Government, one by the company, and a third by these two. What security had the people of this country that the road should be of a proper character when its whole quantity, construction, grades, alignments, and all matters of minor detail were to be left to these three engineers? Now, by the American standard appealed to, the President appointed three Commissioners, who were to report in relation to all matters of the road, and if 40 consecutive miles were completed and equipped in all respects as law required, upon certificates of Commissioners patents were to issue conveying lands on each side of the road to the prescribed amount. The United States Government reserved the right of saying whether the road was what it should be, and of acting accordingly. That was the proper line for our Government to have followed. Nothing in the Act prohibited their doing so. Motives of public policy ought to have taught Ministers that was a wise provision to follow in the interests of the country. Yet the whole character of the road—all matters of dispute were to be left to a board of engineers, only one of

whom was appointed by the Government. The Board were to decide as to the time and manner in which land grants should be made, the way the money subsidy should be paid, and other points. One did not like to say the Canadian Government were not aware of the American provisions, for they seemed to have referred to the Statute incorporating the United States Pacific Railroad Company; but at all events they did not incorporate them in the present charter, wise as they were. Furthermore, the United States Government, though represented at the Board of Directors by three persons, by subsequent amendment of the Act in 1864, added two more, besides having the power and sole right to determine whether the Company had complied with the terms of their charter or not. What power have we? True, we have some voice in the matter of trustees, of whom Govt. might appoint one, but they would have no representatives at the Board of Directors. They could not know what was going on from time to time, except by communications *ex gratia*, or the ordinary communications which the Company was required to make after meeting of Parliament, and we had a demonstration now of what that would amount to. When we asked for ordinary documents connected with this charter, the Secretary replied he would lay the matter before the Board of Directors when an opportunity arose. With regard to the land grant, he did not believe that on one point the Government were authorized to impose such a condition as they had done, almost wholly in the interest of the company in one clause of the 14th section. Thus, "if any alternate blocks of land are unfit for settlement, the Company shall not be bound to receive any greater depth of land there than one mile from the railway. Now, he did not think that was in accordance with the terms of the statute, but that they were bound to accept this land beyond the mile. We could not tell the exact result, for we had no correct data to go upon. All our estimates must be merely guesses. No surveys of the line of railroad had been made, another point in which the Government had been strangely remiss—in not securing a preliminary survey. How were we to ascertain what was the character of the country; 1,700 or 1,800 miles of this country through which the railway had to pass was probably not capable of settlement.

Hon. Mr. CARRALL expressed dissent.

Hon. Mr. CHRISTIE—Then say the country for 1,000 miles was unfit for cultivation. That would give something like 40 million acres to be deducted on account