There was no letter or document of any kind, sort or description, criticising our plan, and we never had an opportunity in any way to alter, amend, or change our plans so as to meet the views of others, or had any objections raised by any official of the government. I would like to make that quite clear; that this Company is not in default. This Company filed its plans. There may be certain grounds for objection on technical grounds with regard to these plans. We finally got down to the real root of the objection about a year ago, and I will deal with it in a moment or two.

The secondary condition to which the authority to build the canal was subject was a definite safeguard against the failure of the company to exercise the authority granted to it by Parliament, namely, the provisions which appeared in Clause 44 of the original charter, and is now contained in Clause 1 of the Bill before you. This Clause does not affect the charter, nor does it alter or change to the slightest degree the authority of or terms on which the company can build the Georgian Bay Canal. It is a clause which compels the company to utilize its authorities within a definite time. The purpose and intent—the original and present principle of this clause—was to cause the company to forfeit its rights to build the canal in the event of the company being in default in the exercise of such rights.

The company now appears before Parliament in this position;

(A.) The company has never been and is not now in default. It has rigidly observed the whole of its obligations.

(B.) Through no fault of the company the primary condition of having its plans passed by the Governor in Council has not been satisfied. The Government has not passed the plans. This is not the fault of the company. If necessary we are prepared to call any evidence the Committee wishes to prove these statements.

(C.) Through no fault of the company, the company is in danger of having its rights lapsed because it has not exercised same before the given date.

The company therefore asks in this bill that it be relieved of such a penalty which the company has done nothing to deserve.

This is the principle of the Bill: No more, no less. We submit that this is a proper case for Parliament to grant the relief prayed for.

So far as precedents are concerned, we have got one right in connection with the bone of contention to which the Minister of Railways referred, in this Order in Council dated the 26th of August, 1926, in regard to the Carillon. This is the observation of the Minister:

> For financial and engineering reasons the company has been unable to conform to the original time clause in its lease, and appropriate extensions have been authorized by Orders in Council dated August 14, 1923; November 29, 1924, and October 28, 1925.

It appears perfectly plain that the practice of the Department has been to grant extensions on the Ottawa River when, for financial and engineering reasons, the company has been unable to conform to its original time clauses.

In our application we did not go as far as the ordinary practice of the Railways and Canals Department allows. The Railways and Canals Department have, in effect, granted extensions when the company has been in default for financial and engineering reasons. Our company is not in default for either financial or engineering reasons. The time clause has elapsed, or is about to elapse, because our plans are on file. Until after the Bill was actually advertised to be brought before Parliament, we never received one scratch of the pen from any official of the Government intimating that there was anything whatsoever the matter with our plans.

While on the subject of the addition of clauses, in the effort to get our plans passed, we have been faced with a certain ambiguity in the terms of