

compensation. The Kakabeka Company was in possession of the legislative car. All sorts of conflicting amendments were added to the act passed March 17, 1902, though under no reading of Jenison's acts could his time have been considered to have expired before Sept. 29, 1902, and he was in no way in default, and Sections 13 to 34 (Exhibit C) may be clearly seen as having but one purpose—namely, to take away Mr. Jenison's property and to pay him nothing for it. Fort William is not given the right to develop Ecarté Rapids, by name, but if it do so develop it, the water must be returned to the river "above" the falls. The Kakabeka Company is not given the right to develop the falls, but its solicitor obligated the Company to pay half the costs of the legislation; this has never been paid.

It is important now to refer again, but with more particularity, to the details of the contract mentioned in Section 14 of Exhibit A, made April 21, 1896, between the Commissioner of Crown Lands and Edward Spencer Jenison. In the act (Exhibit A) containing this Section 14 there is no time limit; there is no forfeiture; there may be assignment. Many have been misled by their reading of Section 14 (Exhibit A). The contract therein referred to was made with an inferior branch of the Government and is abrogated by this act (Exhibit A) of 1897—a contract made with a superior branch. True, the last confirms the first, but with added power.

Now read: Section 14 (Exhibit A): "The rights, powers and privileges hereby conferred upon the said Edward Spencer Jenison with reference to any of the Crown Lands of the Province of Ontario which may be affected by the said works shall be as to such lands subject in all respects to the terms of the contract" (of April 21, 1896).

Let the reader now understand that the Hon. A. S. Hardy, Chairman of the Private Bills Committee when the act (Exhibit A) of 1897 was passed, had himself been Commissioner of Crown Lands when the contract of April 21, 1896, was made. Commissioner Hardy was not satisfied, at that time (1896), with the report of Mr. Jenison that no Crown Lands would be flooded around Dog and Shebandowan lakes, and Mr. Jenison therefore sent a survey of Mr. Hardy's selection, Mr. H. B. Prondfoot, O. L. S., to survey and report on these lakes. Mr. Prondfoot's report confirmed Mr. Jenison's views, but Commissioner Hardy demanded that, when the works should be completed, if it were found that Crown Lands were flooded, then Mr. Jenison must pay for those flooded, and a clause was inserted in the contract of April 21, 1896, to that effect. To this, and to this alone, does Section 14 (Exhibit A) refer. The records of the Crown Lands Department will verify this statement, because Mr. Jenison wrote to the Hon. Mr. Hardy, after the 1897 act (Exhibit A) was passed, asking him to recognize the facts involved; a memorandum to that effect was made by the Chief of the Survey Department, and the memorandum was approved by the Hon. Mr. Hardy.

Now, so far as aid for either town may be concerned, the confiscatory act of 1902 (Exhibit C) was thoroughly fraudulent in