

with other lines at such boundary, is nowhere in the Constitution given to the Provinces.

Whether or not the fifteen mile limit applies to the original Province of Manitoba, the matter of a railway connection at the International boundary is clearly within the control of the Dominion and as clearly beyond the power of the Province.

The object and spirit of the fifteenth clause of the contract with the Company was the temporary protection of the interests of the Dominion, in the Northwest, as well as the protection of the Canadian Pacific Railway from the encroachment of lines from the south, during the infancy of the enterprise. Could connections be made with the American railway system at the southern boundary of the original Province of Manitoba, the clause would be meaningless, for once across the boundary line there would be practically no limit to the extensions that might be made.

The Company required protection because it was bound under its contract to make an enormously expensive railway through what was thought to be an unproductive wilderness north and east of Lake Superior. It was, also, bound to take over and work the line then being built by the Government, from Lake Superior to Red River, through a similar unpromising district, and it was required to give security for the working of the entire line when completed. It was not expected at the time that sufficient local traffic could be developed for many years to make the section from Lake Nipissing to Red River, nearly eleven hundred miles, self-sustaining. It was thought, indeed, that this section could never be self-sustaining, and that it must depend for its support upon the through traffic to and from the great prairies beyond, and this traffic had yet to be created as the settlement of the prairies had then scarcely begun. Railway lines were pushing northward from Chicago and St. Paul towards the Manitoba boundary, threatening to tap the prairie