

extraordinary one as to length, and there were adjournments from time to time, which necessitated that each judge should have a copy before him of as much as I could have ready. I took the precaution to make a number of copies in case anything should happen to the judges' copies, or in case I had an opportunity to sell extra ones.

I knew, of course, that the registrar would forward, as he always does, a copy, and receive his 10 cents, as has always been the custom, and I do remember saying to Mr. Robertson he had better forward a copy, or deposit it in some place of security, because it would take three months to make another, and that my disbursements had been \$500 or over.

The judges required their copies for use in preparing judgments, and of course would mark passages and make their own private notes in the margins, and in order that they should be able to do this, I bound up our own office copy, which I gave to the registrar, without charge, and I presume this is the one he sent to Ottawa.

Mr. Robertson was not to pay me, nor has he paid me, nor will I receive payment for anything supplied to him in this connection. You ask if Mr. Robertson had an arrangement with me to supply him with the copy he forwarded. To this all I can say is that I knew he would forward a copy and be paid under the Order in Council, and that I would receive nothing for it.

Strictly speaking, I suppose for the 10 cents the courts would only have asked from me one copy, but I knew 10 cents would be all I would receive, and for it I wanted to give the best service that I could. The case turned out so extraordinary as to length and circumstances, I really had to give more than value for the ten cents, or put the judges to inconvenience. When Mr. Robertson says there was an arrangement between us as to his having a copy, he is no doubt correct, because it was an understood thing, though I do not remember any words passing. I intended to do this as in all other cases as far back as I can remember: the registrar gets his copy for nothing, so far as he is concerned.

Some reporters have dickered with the registrar for the sale of a copy, and in order that the registrar should not be able to get a copy from which to have another one made to forward, I understand, have delayed filing the records until it was too late to have one made. This friction causes inconvenience to the judge. I adopted the other course, of giving good service to the courts. The registrar gets his payment as registrar, and I have not considered I was entitled to anything as registrar; but I have always thought the Order in Council should be amended so that the stenographer would be paid by the Speaker, and that the judges would not have to pay the stenographer out of the deposit.

You say this matter is important, and on behalf of the reporters I fully concur. It is not my place to criticise any payment to the registrar, but by reason of this double system of paying for transcripts the reporter has had to work for less than a fair remuneration, and has had to rely upon his chance of selling copies to the parties, and in the London case, by reason of the fact that I was paid out of the fund, I supplied counsel with copies at a nominal sum, so that in that way they had the benefit, to a certain extent, of the payment from that source. In the London case my disbursements must have been about \$500, while the work would have equalled a month's session of the House of Commons, and it took us several months to get it out, with the aid of our whole office staff.

Mr. CALVERT.

It is fair that I should state that before the application was made, the petitioner's lawyers in London wrote me saying they wished me to understand they considered me entitled to all I had been paid.

I supposed the fact is that the provision for paying the registrar for a copy has reference to a time when there was no shorthand writer, and when he had to make a copy from the judge's notes and forward. If the reporter receives the 10 cents instead of the registrar, though he cannot work for 10 cents with profit, yet I think it will be a fair payment by the Government, and he must look for his profits in supplying copies to the parties, unless the Government should see fit to make it 15 cents for four copies, and let the parties have their copies gratis.

I have the honour to be, sir,

Your obedient servant,

NELSON R. BUTCHER.

Now, after receiving that communication, the Deputy Minister of Justice sums up the whole case in this letter to the solicitors at London:

15th December, 1897.

London Election Petition.

Gentlemen,—Referring to your letter of the 10th instant, I have the honour to inform you that I have corresponded with Mr. Robertson and Mr. Butcher, the stenographer, and find that the facts as set out by you appear to be substantially admitted. In these circumstances it appears to me the retention by Mr. Robertson of the \$751.10 which he received is quite improper, and payment to him would, I have no doubt, not have been made had the attention of the Auditor General been called to the matter before payment. As the matter stands, however, Mr. Robertson holds the money, and I presume (although I have not made a formal demand upon him) that he will decline to repay it. There is, as you are aware, an Order in Council of 22nd December, 1875, which provides that the registrars shall receive among other payments "for a copy of the notes of evidence under section 29 and of any other documents required by the judge to be copied for the Speaker of the House of Commons at the rate of 10 cents per 100 words." That provision was made, I assume, at a time when stenographers were not employed to take down evidence, and when the practise was for the judge to take the evidence himself and file it after the trial, in which case the registrar would be the proper person to make the copy and receive payment. The reason for the rule that the registrar should be paid for a copy has, however, practically disappeared with the introduction of the shorthand writer into the trial, the real intention of Council doubtless being that the officer who did the work should be paid for the copy, and I have no doubt that justice would be done in the present case by the registrar depositing the money to the credit of the petitioner's deposit, inasmuch as the stenographer has been paid out of that fund all that he claims and expects to receive in respect of transcribing the evidence and furnishing copies.

I am very much surprised to hear that the judges would not consider an application to compel the registrar to so deposit the money. Since they have refused to do so, however, I have been unable to devise any means by which you can compel the registrar to make the deposit or to refund the money. I think if any reasonably hopeful course could be suggested that the