

Territories had been printed prior to Vol. 2, No. 1, by the 'Leader' Company (Limited), a company incorporated under the company's ordinance. On the 12th December, 1894, the lieutenant-governor made an advance to the 'Leader' Company (Limited) of \$175 on account of printing the law reports for 1894, upon an express agreement by Mr. Davin, the then manager of the 'Leader' Company (Limited) to print the reports at the rate at which previous reports had been printed, and that at the time of payment it was expected that the reports would be ready to leave the hands of the reporter in a very short time, if they were not then complete. The reports for 1894 were afterwards ascertained by the reporter to be insufficient to comprise one volume, and that it became necessary to incorporate the reports for June term, 1895, thus necessarily causing delay in publication, the copy for the printer only leaving the reporter's hand about June, 1896. I am going to ask the right hon. gentleman's attention to this because there are circumstances connected with it that I will say that I do not think if he knew them he would countenance.

That in August, 1895, the 'Leader' Company (Limited) sold its plant and good-will to Mr. Scott, who has since carried on business under the style of 'The Leader' Company, but that prior to the printing of the reports the lieutenant-governor had no notice of the terms of the sale.

That the 'Leader' newspaper was before the sale and since has continued to be published from a building which now bears only the sign 'Leader,' 'the "Leader" immense circulation,' and the words 'The "Leader" Company' built into the front of the building. That by merely dropping the word 'Limited,' Mr. Scott does not identify himself from the company (limited), as the company did not adhere to the requirements of the ordinance with regard to the use of the word. In adhering to the old name and the old premises, Mr. Scott appears desirous of all the benefit which may accrue from the old connection.

In December, 1895, Mr. Hamilton, the court reporter, went to the 'Leader' office; and seeing Mr. Scott said, 'I suppose you will print the reports at the old rates,' or words to that effect. Mr. Scott offered to let him have quotations later in the day. Mr. Hamilton had no notice of the agreement between the 'Leader' Company (Limited) and Scott.

It is admitted by Scott that in December, 1895, he had an interview with Davin, who admitted the payment of \$175, and suggested to Scott that since there was money in printing the reports Scott had better do the work, giving credit for \$175, and thus maintain the connection. It is admitted also by Mr. Scott that he verbally assented to this; and that he made the tender of 14th December, 1895, with the intention of crediting the lieutenant-governor with \$175.

The lieutenant-governor was informed by Mr. Davin verbally that the reports would be printed by Mr. Scott, he (Scott) giving credit for \$175.

About July, 1896, in consequence of disagreement with Davin, Mr. Scott informed the latter that he would not print the reports in question, allowing credit of \$175; but the lieutenant-governor was not so informed either by Scott or Davin.

The 'Leader' Company (Limited) has not been wound up, and Mr. Davin is still the manager thereof.

Upon this case, the legal adviser held the opinion that whether Mr. Scott entered into a

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sub-contract with the 'Leader' Company (Limited), through Mr. Davin as manager, or contracted direct with the lieutenant-governor, was not material. That in case of sub-contract he could only claim through the 'Leader' Company (Limited); and in case of separate contract, the facts pointed to the conclusion that the terms of the contract were not entirely stated in the tender, but they were partly verbal through Mr. Davin, who, for the purpose of announcing Mr. Scott's readiness to credit \$175, was Mr. Scott's agent. That Mr. Davin's failure to communicate Scott's subsequent wish to withdraw from the arrangement did not bind the lieutenant-governor, whose agent Davin was not. That following the principle, *Lake vs. Duke of Argyll*, 6 Q.B., 477, it was a question of fact, which on the evidence might be found against Mr. Scott whether he, in carrying on business as the 'Leader' Company, and in signing his tender as manager of the 'Leader' Company, did not hold himself forth to the lieutenant-governor as being the then manager of the 'Leader' Company (Limited), and thus accept liability of the 'Leader' Company (Limited) to fulfil the subsisting contract entered into in 1894.

The Hon. Mr. Justice Richardson, then acting as administrator in the absence of the lieutenant-governor, was advised that, under the circumstances, Mr. Scott should be left to establish, if he thought proper, before the competent court, that his contract was entirely independent from that entered into by the 'Leader' Company (Limited), upon which \$175 had already been paid, that payment of more than \$84, the balance of the 'Leader' Company's account, after crediting \$175, should not be offered.

On instructions from the administrator, the legal adviser tendered \$84, which was refused; and he was informed that proceedings would at once be taken. He still retains, in accordance with instructions from the administrator, \$85 on the amount paid him for purpose of tender, which sum will be available in the event of legal proceedings.

Now, although I have the papers, I am not going to trouble the committee, at least at present, with all of them.

The MINISTER OF FINANCE. Will my hon. friend permit me to ask: Is not this matter now a subject of inquiry before the Committee on Public Accounts, and if so, is it wise to have a discussion of it here?

Mr. DAVIN. I have a great grievance. There were two items. I cannot characterize the proceedings within this House, but in one of the newspapers my name is in a ruffianly manner connected with one of the items with which I had nothing whatever to do, which is perfectly regular and correct, but yet with which I had practically no connection. When a gentleman in this House who found, just as he did with regard to this item, he was driving himself against a snag, what happened? Ever so long a time has elapsed since there was a meeting of the Public Accounts Committee, and there is no meeting called; but in regard to this item I think the inquiry was closed.

The MINISTER OF FINANCE. I do not desire to raise the point of order, but I ask the hon. member to consider whether it is