

It is admitted that in no case under this rule are the parties prejudiced, for the reason, first, that such expenses are by the statute declared to be "costs in the case," so that the successful party is entitled to tax such as disbursements against the unsuccessful party, and recover them with his other costs for which he obtains judgment. In case petitioner is successful, he would be entitled to tax such payment as disbursements against the respondent, and, on the other hand, if the petition is dismissed and the petitioner ordered to pay the costs, the respondent may tax such expenses against the petitioner, and the amount with such other taxable costs to which he may be entitled, would first be deducted out of the deposit, and any balance over would go to the petitioner. In case the deposit is not sufficient to meet the whole amount for which respondent has judgment, he would be entitled to execution against the petitioner for the balance. That is clearly the law as determined by the judges.

Owing to the extreme length of the London cases, and to the fact that the court, under the amended law, is composed of two judges, instead of one, each of the judges required a copy of the notes of evidence, when judgment was reserved for the purpose of determining the case, but the stenographer charged, and was paid out of the deposit, for but one copy in all, at the rate of 10 cents per 100 words.

Upon the decision come to by the judges in December, 1891, as above set out, every judge assigned to try an election petition has since acted, and granted flats for "the expense of employing the shorthand writer," as indicated, to be paid out of the petitioner's deposit, the registrar, at the outset, making an arrangement on his own account, for the furnishing or providing the copy of the evidence to be annexed to the report to the Speaker, and which I, as registrar, forwarded by direction of the judges, to the Speaker, and for which, as registrar, I was entitled to 10 cents per 100 words under the Order in Council before referred to.

The registrar is not paid out of the deposit or by any fiat or order of the court.

Speaking generally, it may happen that the unsuccessful party is not a man of substance, and the successful party being unable to recover the amount of his judgments, if he should be the respondent (by reason of the thousand dollar deposit not being sufficient to pay the whole of this taxable cost), might just as well call upon the Government to make good the difference as to require the amount paid to the registrar, under the Order in Council, for the copy of the evidence which he has to furnish for the Speaker, to be paid into court to supplement the deposit, which it is submitted cannot be done so long as the law is as it is.

I submit, therefore, with great respect, that, so far as the registrar is concerned, there is no force in the claim made by either the petitioner or the respondent in regard to the amount which has been paid to him for the copy of the evidence forwarded to the Speaker.

I have the honour to be, sir,

Your obedient servant,
(Sgd.) H. H. ROBERTSON,
Registrar.

Immediately on receipt of this, the Deputy Minister, Mr. Newcombe again wrote to the stenographer, as follows :

November 27th, 1897.

Re London Election Trial.

Sir,—A question has arisen with regard to the payment of \$751.10 to Mr. Robertson, registrar

of the court, for copy of the evidence furnished to the Speaker of the House of Commons. It has been represented to me that you were the court stenographer at the trial and that you were paid out of the petitioner's deposit the sum of \$976.80, of which \$180.60 were for 21 days' attendance and travelling expenses, and \$796.20 were for making copies of the evidence. It is stated that for the consideration of \$796.20 you furnished to the registrar three complete copies of the evidence, of which one copy is filed of record, another copy is in the hands of the trial judges, and the third copy was sent to the Speaker. I have communicated with Mr. Robertson, stating the facts as above, and he replies that I am misinformed. He says that you were not paid out of the petitioner's deposit for the copy which he sent to the Speaker, and says that you have been paid for one copy only out of the deposit at the rate of 10 cents for 100 words, which was the copy required to be filed of record ; and I understand him to say that he had an arrangement with you on his own account for the furnishing of the copy which was forwarded to the Speaker. In these circumstances I would like to have a statement from you as to whether you furnished three copies of the evidence to Mr. Robertson, and if so, whether you were paid or expect to be paid anything for those copies in addition to the amount which you received from the petitioner's deposit. Was there any and what arrangement between you and Mr. Robertson by which he was to pay you an additional amount for the copy sent to the Speaker ? This matter is important for two reasons : (1) If the facts are as represented to me by the solicitors, it would seem that Mr. Robertson had received an amount of \$751.10 to which he is not entirely fairly entitled, and (2) because it seems to show the necessity for an amendment of the present Order in Council, to prevent similar occurrences in the future.

I have the honour to be, sir,

Your obedient servant,
(Sgd.) E. L. NEWCOMBE,
D. M. J.

Sir CHARLES HIBBERT TUPPER. To whom was that addressed ?

Mr. CALVERT. That was addressed to Mr. Butcher, the stenographer. Then Mr. Butcher replied to the Deputy Minister of Justice on the 10th of December, 1897, as follows :—

E. L. Newcombe, Esq., Q.C.,
Deputy Minister of Justice,
Ottawa.

Dear Sir,—I have the honour to acknowledge receipt of your letter re the London Election trial, and in reply beg to say that I shall be glad indeed to give the facts concerning the reporting. I have been away on circuit at the Hammond murder case, and other courts, hence the delay in replying.

The court engaged me to report the case in the usual way ; by that I mean in the same way as all reporters have been engaged for this purpose as far back as I can remember.

Nothing was said as to terms, because I understood I would receive the same rate we have always received for this work, viz., \$5 per day and expenses, and 10 cents per folio for my transcript. Nothing was said as to the number of copies, but I intended to give the best service that I could to the judges for the 10 cents. If the case had been an ordinary one as to length and judgment given at the close, I would have expected to have supplied each judge with a copy and have received 10 cents. This case turned out to be an