

Mr. NICHOLAS FLOOD DAVIN (West Assiniboia). Does the whole item stand?

Mr. SUTHERLAND. No.

Mr. DAVIN. I have not as strong a complaint to make against Mr. Rothwell as my hon. friend (Sir Charles Hibbert Tupper) has against Mr. Ryley.

Mr. SUTHERLAND. Surely the hon. gentleman will be satisfied to make it when we come to the item.

The MINISTER OF FINANCE. The understanding is that so far as Mr. Ryley is concerned the item stands, otherwise we dispose of it.

Mr. DAVIN. The whole item with the exception of Mr. Ryley is before the committee.

Mr. FOSTER. The whole item must be before the committee because it is one item.

The PRIME MINISTER. I understood that my hon. friend from Pictou was ready to allow the whole item to pass reserving the power to discuss Mr. Ryley.

Mr. FOSTER. You cannot do that.

Mr. SUTHERLAND. Perhaps not technically; but you can discuss the rest and leave Mr. Ryley's case over.

Mr. DAVIN. Very well then. I have not such a heavy charge to make against Mr. Rothwell as my hon. friend had against Mr. Ryley. But Mr. Rothwell in a letter which is published in the Auditor General's Report makes a statement,—and I believe he is a lawyer—for which there is not the least foundation; a statement which is altogether contrary to the fact. First, there was a misstatement made in a letter written by Mr. James A. Smart to the Auditor General. Mr. Smart made the statement that a letter had been written to me by an officer of the department with regard to a small amount connected with the *Leader Company* (Limited), of which I was the managing director, and he says I took no notice of it. The truth was that the moment I received the letter I at once wrote the Assistant Secretary of the Interior, and Mr. Rothwell the moment he saw this writes to the Auditor General and says, it is in consequence of a mistake of his that the deputy minister had fallen into the error. Mr. Rothwell says:

Dept. of the Interior,  
Ottawa, Nov. 9, 1898.

Dear Mr. McDougall,—My attention has been called to-day to an incorrect statement in the letter which the deputy minister wrote to you on the 8th October last, with regard to certain payments made to the 'Leader' Company (Limited) and to the 'Leader' Company for the printing of a volume of the North-west law reports. I may say that I am responsible for the error myself, as I prepared the letter referred to. It is stated in that letter that Mr. N. F. Davin, M.P., was advised on the 16th August last that the 'Leader' Company, of

which Mr. Walter Scott is manager, had established that company's rights to be paid \$259 for printing the volume referred to; that when the payment of \$175 was made to the 'Leader' Company (Limited) no money was due to that company for printing, and that such payment of \$175 should, therefore, be refunded. It was further stated that no reply to that letter had been received from Mr. Davin. This is the incorrect statement I refer to, as Mr. Davin replied promptly to the letter of the 16th August last by a letter dated 20th of that month, of which I inclose a copy for your information.

I am, sir, your obedient servant,

T. G. ROTHWELL,

Acting D.M.I.

The Auditor General.

Mr. Rothwell here says:

Mr. Davin was advised on the 16th of August last that the 'Leader' Company, of which Mr. Walter Scott, is manager, had established that company's right to be paid \$259 for printing the volume referred to.

Now, as a fact, Mr. Walter Scott or his 'company' did not establish anything of the sort, and there is no record of his establishing or being asked to establish anything of the sort. What happened was this. The old *Leader Company* (Limited), sold its business and good-will to Mr. Walter Scott, and subsequently agreed with him to stand in the shoes of the old *Leader Company* (Limited) in regard to the contract with the lieutenant-governor for the printing of the Supreme Court Reports, and Mr. Walter Scott agreed, (as he has admitted in his sworn evidence) to allow the lieutenant-governor \$175. Mr. Walter Scott wrote to the managing director of that company subsequently—who happened to be a member of parliament—that the work had not come and that it might be pertinently asked why the work had not come and that the judges were asking for it. Mr. Walter Scott never gave the least notice that he did not intend to carry out his agreement until after the change of government had taken place, and then I suppose he thought that he could revise his contract with impunity and success. When the work was finished he sent in the work to the lieutenant-governor, with the bill for the full amount. The lieutenant-governor sends back, that that should not be paid unless credit is given for the \$175. It is sent to Mr. Justice Richardson acting for the lieutenant-governor. Mr. Justice Richardson says that that shall not be paid unless the legal adviser declared that Mr. Walter Scott was entitled to the full amount. The legal adviser, Mr. Rimmer, who is now in the employ of the Department of the Interior, who was as legal adviser, an appointee of Mr. Sifton, and who was during the last election a very active opponent of mine, reported to the acting lieutenant-governor at that time as follows:

The following case, which is supported by facts, was placed before the legal adviser of the lieutenant-governor for his opinion. All reports of the Supreme Court of the North-west