

general principle, and it had been asserted by them at all times and in all seasons whether they sat on the Opposition or on the Government side of the House. They always admitted, however, that there might be cases in which the executive might be called on to ask Parliament to give it a greater measure of confidence and of control than the assertion of that general principle would involve, and that was to be considered in each case. He understood it to be clear that all cases of contracts by which Parliament might be pledged, if they were implemented, to expend more money than had been actually voted for the service must contain a provision that the money was to be applied or to be paid out of monies to be voted by Parliament, and would contain a provision that the contract was not binding unless it was laid on the table of the House. Whenever the House voted a sum of half a million or a million dollars for the construction of a public work, whenever it had been provided with the information which was necessary in order to enable it to reach a conclusion as to the exigency of constructing the work, and was also provided with details as to the cost of the work, the work was expected to be completed before next session, a whole vote was taken on it. The House had then before it the whole subject, and knew the maximum amount to which it was committed. The money so actually voted the Government was empowered to expend during recess under contracts. That when the expenditure required was more than Parliament had voted, then it appeared to be the rule that no attempt should be made to pledge the House for the expenditure of the larger sum under contracts unless they were first approved by Parliament. It was said by Mr. Todd in his work on Parliamentary Government :—

“ An important question has arisen of late years with regard to contracts, to be entered into between any department of the Executive Government and other parties, for the performance of any work or service which has been authorized by Parliament to be undertaken, It is manifest that the responsibility of entering into such contracts properly rests upon the Executive alone. But it is equally clear that the Government have no constitutional authority to make a contract which

shall be binding on the House of Commons, by whom the necessary funds for carrying on the contract must be supplied ; and that if any contract be entered into by any executive department for work to be performed, the cost of which will exceed the amount already voted by Parliament for the service to be contracted for, such contract should expressly state that payments on behalf of the same would be made ‘ out of moneys to be voted by Parliament ’ ; and, in addition thereto, a copy of said contract should be laid upon the table of the House of Commons for one month previous to its going into operation, in order to afford an opportunity to the House to express its disapproval thereof, if it should think fit to do so.” That appeared so be the general rule laid down, and it was a wholesome rule, one which he desired to see observed in all cases in which it was consistent with the public interest that it should be observed. Therefore he was not disposed in the slightest degree to complain that this, which in some respects of the case might be regarded as a mere detail of the Bill and capable of being remedied as no doubt it would be at a subsequent stage, should be dealt with upon the second reading. He was not disposed to complain for two reasons. First, because he conceived that one of the great errors into which the House fell was the absence of repeated discussions on questions, and it was important if objections were objections of detail they should be taken at one stage and subsequently discussed at another stage. Second, because on the principle on which the Government asked the House to assent to that measure, this detail was a part of the principle. They said to hon. members that it was true in the Bill itself, but in the ground work of the measure, “ we have entered into an engagement with British Columbia by which we pledge ourselves to forthwith commence the work. We ask you for authority to provide for the engagement, and in order to make that provision we must make contracts which shall go into operation at once. We cannot expect contractors to proceed with work if the contracts are subject to the disapproval of Parliament after the work had been entered upon, and on this special ground we ask you to make an exception from the general principle and determine that the contracts

*Hon. Mr. Blake.*