

may be entertained by hon. gentlemen—depending upon their political sympathies—of the behaviour of the employees of the government, Mr. Lanctot has been clearly shown to have been guilty of no wrong.

Now, Sir, just one word—and I shall be very brief about it—in regard to the conclusions of law which are sought to be applied to this matter. In the report which was proposed before the committee by the minority members of the special committee appointed to draft a report, there are conclusions at the end which speak of the law, and which seem to be based upon a view of the law entertained by the hon. gentlemen who have joined in making that report. Under the heading 'Conclusions, these words appear:

It is our conclusion from the evidence that Mr. Adelard Lanctot, a member of the House of Commons, knowingly and unlawfully did procure the employees of the government of Canada to do certain work for him and on his behalf in the year 1910, he then being a member of the said House, and by collusion with the servants of the government did procure the payment of such labour by and out of the public moneys of the Dominion of Canada for his own purposes and benefit, without lawful right and contrary to the public interest.

That he did furthermore, knowingly and unlawfully, cause and procure certain materials, the property of the government of Canada to be delivered to himself for his own benefit and use, he then being a member of the House of Commons, and with such intent and purpose did collude and contrive with the servants of the Dominion of Canada to whom the said materials had been entrusted for use in the works of said government to so deliver the same to him by unlawful misappropriation, contrary to their duty and obligation to the government and contrary to law and the public interest.

And further it is our conclusion that the said Adelard Lanctot, by the acts and proceedings aforesaid, did infringe the independence of parliament.

S. BARKER,
F. D. MONK.

I suppose that the meaning of the conclusion that, by his acts the said Adelard Lanctot 'did infringe the independence of parliament' is that he did thereby infringe the Independence of Parliament Act. My hon. friend from Jacques Cartier (Mr. Monk) shakes his head. I certainly would have been, but for that circumstance, at a loss to understand that a distinction was supposed to exist, between the infraction of the Independence of Parliament Act and the infraction of the independence of parliament. I suppose there is, in the mind of my hon. friend (Mr. Monk), if it is his hand which penned these words, some beautiful general idea of the spirit of the statute, some misty idea that something which is not struck at the statute and not made an unlawful thing, is to be considered

Sir ALLEN AYLESWORTH.

as an infraction of the intention of parliament; that parliament had some other meaning in adopting this statute than that which is conveyed by the words which parliament used, and that that meaning is to be interpreted in the light of the political interests of the gentlemen who read it. Our independence of parliament is secured by the Independence of Parliament Act. The sections which constitute the Independence of Parliament Act are to be found in our statute relating to the Senate and the House of Commons, and they appear under these very words: 'Independence of Parliament.' And how, in view of that circumstance, any lawyer can seek to draw a distinction between the meaning of the expression 'Infraction of the Independence of Parliament,' and the meaning of the expression 'Infraction of the Independence of Parliament Act' I leave to hon. gentlemen who entertain such ideas to attempt to explain. The independence of parliament is secured by these few sections, ten in number, of that particular statute, and the provisions of these sections are simply that any man who enters into or has a certain kind of contract with the Crown or public of Canada is ineligible to a seat in this House. It is not every kind of contract which is prohibited; it is not an interest in every kind of contract which would prevent a man holding a seat in this House. There is, in the most distinct way, an express limitation and description of the only kind of contract which is struck at by this legislation or which parliament has seen fit to forbid to its members. That one particular kind of contract which alone is mentioned in this legislation is such a contract as involves the payment to the contractor of any public money of Canada. There is no prohibition whatever upon a man entering into a contract by which he is obliged to pay to the public moneys of Canada. The prohibition is only upon the reverse kind of contract, a contract under which he receives, not a contract under which he pays. The language of the principal section is perfectly clear on the subject, and the language of every other section of the ten I have referred to implies the same thing. The section which is the key to the whole group, and, which is absolutely distinct on the subject, is worded in this way:

No person directly or indirectly, alone or with any other, by himself or by the interposition of any trustee or third party, holding or enjoying, undertaking or executing any contract or agreement, expressed or implied, with or for the government of Canada on behalf of the Crown, or with or for any of the officers of the government of Canada, for which any public money of Canada it to be paid, shall be eligible as a member of the