

CHIEF JUSTICE:—The sum claimed is for Departmental Reports, is it?

Mr. FLEMING:—The plaintiff has done no work under the second contract, therefore is not entitled to anything.

Mr. HARRISON:—My learned friend represents the Minister of Justice, and the best thing I can do is to give him the opinion of the Minister of Justice himself. He said before the Committee in the month of June last year: "The petition was referred to me because a legal question was involved in it, and it has been lying in my office ever since, awaiting my decision. In addition to the petition, I have seen Mr. Taylor himself, and others who came to see me about it. My answer always was that the Government could not interfere, after the vote of Parliament—that it was for Parliament, the same power which had come to a certain conclusion, to reverse it—and the only way was to appeal to Parliament, the Government being their servants and not their masters. The point, as I understand it, is this: Whether Mr. Taylor had two contracts or only one? I think that is simply the point, and in order to come to a conclusion on the matter, it should be considered as if the two contracts were held by two individuals. (Hear, hear.) 'A' has the Parliamentary contract; 'B' the Government contract. 'A' does work which 'B' wants. I think Parliament has a right to order as many copies as it pleases, if it be within the terms of the contract *bona fide* and honestly for Parliamentary work; but I think Parliament has no more right, than an individual has the right, to order a contractor, under the pretence of wanting work for Parliamentary purposes, to order it for other purposes. (Hear, hear.) It is a question not of law, but for the Committee to decide, whether any portion of the work furnished by 'A,' (Mr. Taylor, the Parliamentary contractor,) was in excess of what was wanted for Parliamentary purposes. If it was not, under the contract, Parliament had no right to order more. Parliament, if that construction of the contract were to obtain, could order reports for distribution over the whole world. I think Mr. Taylor should be required to furnish any quantity, no matter at what loss to himself, that Parliament wants for *bona fide* Parliamentary purposes. 'B' comes in, who is the Government contractor. He has a right, as he has the liability, to do all the Departmental Printing. If the Parliament had not a right to order their contractor to do the Government work, then the Government contractor must do it. He has got to be paid according to his contract, and I do not think it is of any consequence whether 'B' sets up his own type and prints from it, or goes across the street and borrows type which is set up from 'A.' I do not think it is a thing that we have anything to do with, whether 'B' sets up the type or borrows it set up. (Hear, hear.) Those principles are common sense, I think."

This is the opinion of the Minister of Justice, who shortly afterwards said: "Mr. Taylor says, that in coming to that conclusion, Parliament forced his contract. I am inclined to think they did. I do not think Parliament, any more than a private individual, can force a contractor to do more than was really and *bona fide* intended, but I decline to express an opinion as to the matter of fact. In England there are certain Parliamentary works printed for Parliamentary use. Parliament may then order that the public are to be supplied at a certain low price. Suppose that were to be adopted here, I don't think, under the contract with Mr. Taylor, that you could compel him to do that."

Mr. HARRISON said it looked as if some of the gentlemen on the Committee were anxious to get this work by a trick, but they could not impute such a course to the Crown. They obtained the reports in a manner that did away with the advantage of double composition, that which influenced the plaintiff entering into the contract at so low a price.

The CHIEF JUSTICE thought that if the gentlemen managing the affairs in Ottawa, were satisfied that the plaintiff entered into the contract on the understanding that he would receive double payment for the composition, and if they thought it was right and reasonable, he was of opinion that the plaintiff should be paid. It was a doctrine, on which all public men in England had proceeded, that the Crown could do no wrong, and whatever the Crown did in this respect would be right.

Judgment was reserved.