

“ entered into between Parliament and the contractor for the Parliamentary Printing, and
 “ that the annual reports from the heads of the several Departments are clearly comprised
 “ within the Parliamentary Printing as documents to be submitted to Parliament, and
 “ also that it is within the power of Parliament to order under its contract such number
 “ of copies of the above as may be required for the Public Service, and, to prevent any
 “ misunderstanding it is requested that the heads of the several Departments do commu-
 “ nicate to this Committee what number of printed copies of their several reports or
 “ other Parliamentary documents they may respectively require, that such number may be
 “ added to and form part of the Parliamentary distribution list.”

CHIEF JUSTICE :—What has that to do with the case ?

MR. FLEMING said he merely quoted that resolution to show how the dispute arose between plaintiff and the defendant.

The CHIEF JUSTICE :—We are not made acquainted with the particulars of this sum claimed. How is it made up ?

MR. FLEMING :—Of an extra number of the Reports of heads of the Departments.

CHIEF JUSTICE :—But the heads of Departments would have a right to order as many as they pleased.

MR. FLEMING :—Yes, for the Departments ; but lately they have not required Mr. Taylor to furnish any Reports. They have been supplied through Parliament.

CHIEF JUSTICE :—How were they originally sent down ?

MR. FLEMING :—The custom, as I understood, is that the Head of the Department brings down his report in manuscript, and that was laid upon the table and referred to the Printing Committee.

MR. HARRISON said the reports were generally in print before the Parliament assembled, and then presented.

MR. FLEMING asked their lordships to suppose that there were two contractors, one for Parliamentary Printing and the other for Departmental Printing, and that it had been discovered that the Departments and Parliament were both paying for the same work which was identical and which both required. The most obvious course, then, for the Parliament to pursue, when discovering this, would be to cease to require it from the Departmental contractor, and under that contract he could not see how the contractor could have any reason for complaint. The contract at present was just the same as if it were between two individuals. Again, Mr. Taylor was not to judge as to the number of reports required. They might order five hundred or five thousand, and if he thought the number exceeded the limit, his obvious course would be to refuse to deliver more than he thought proper. He (Mr. Fleming) apprehended, however, that he was better advised as to the number that would be probably required.

The CHIEF JUSTICE :—Is there no specification as to number ?

MR. FLEMING :—There is nothing specified as to number. The specification in the contract is to supply sufficient for the requirements of both Houses of Parliament.

CHIEF JUSTICE :—Because it might be a serious loss to him to do only one hundred or two hundred copies.

MR. FLEMING :—On the contrary, he is complaining of doing too much work on the contract. He complains that he has not the opportunity given him of making a corresponding increase of profit to the corresponding increase of work. It makes no difference there being two contractors. Whether one or two it is precisely the same. Under the Departmental contract we cease to require certain work from the Departmental contractor, and under the Parliamentary contract we have a right to ask for the whole of the particular work we may require. If there are two contracts there is but one contractor—that is the party ultimately liable to pay for work. The country has to pay for both. It does not matter whether it is the Executive in the one case or the Parliament in the other ; they are both Agents of the Crown.

MR. JUSTICE WILSON supposed that the Departments might supply the copies to Parliament, or if they chose them distribute them in England.

MR. FLEMING :—Yes, or burn them.