

Then it was in the discretion of the House to order such a number of copies as the House might require. Then having been presented to the Members, they went upon the Journals of the House; and such papers as went on the Journals of the House would unquestionably belong to Parliamentary Printing.

The CHIEF JUSTICE:—If they were required by the House.

MR. HARRISON:—If they were for distribution among the Members, they would come under the head of Parliamentary Printing. He thought the case might be illustrated thus:—A man might be supposed to have a contract to print say five thousand copies of a work unknown to another person, who might require 2,000 copies of the same work printed, and the contractor might fulfill both contracts from the one composition. Under these circumstances, the man who made the second contract could not say “I will not pay for the composition because you got it from the first man.” Both contracts were at a very low figure, the one for Departmental work especially—and he believed that unless the plaintiff had relied upon his present contention the contracts would never have been entered into. They were entered into just the same as if there were two contractors, but one person accepting both contracts had an advantage, and the plaintiff availed himself of this advantage in order to secure something like a profit for his work.

MR. CHIEF JUSTICE:—The price of the contract for the Parliamentary is the highest is it?

MR. HARRISON:—Yes, and the contract for the Departmental Printing was entered into at a considerably lower figure in consideration of the payment for the composition of the Reports by both Parliament and the Departments.

CHIEF JUSTICE:—By the contract with Parliament he was to get the Parliamentary price for those supplied directly to the Departments?

MR. HARRISON:—Yes. The difficulty was first raised last session. It was always paid till then.

CHIEF JUSTICE:—That is the argument in your favor.

MR. HARRISON also thought it was an argument in favour of his client. It showed what both parties intended. The Ministers of the Crown had expressed an opinion that it was right. They said it was an abstract question of law with which they had nothing to do. The legal gentlemen in the House had given opinions upon the matter, but they amounted to nothing. It was really felt to be a loss of time. It was held that the dispute involved a question of law, and, as the tribunals of the country settled questions of law, that this question should be submitted to a legal tribunal. That was the reason they were then before their lordships.

MR. FLEMING, on behalf of the defendant, said they were quite willing to grant, for the sake of argument, that there were two contracts and two persons represented by Mr. Taylor—Mr. Taylor, the Parliamentary Printer, and Mr. Taylor, the Departmental Printer. He did not, however, see how that avoided the difficulty. Under his contract, Mr. Taylor was bound to supply and furnish all the work and materials for both Houses of Parliament for the Dominion of Canada. Under his contract for Departmental Printer, he was to furnish the work and services connected with and appertaining thereto in such numbers and quantities as might be specified in the several requisitions which might be made upon him for the purpose from time to time by and on behalf of the said several respective Departments. It was only last session this matter came up. The fact that Mr. Taylor was supplying certain work under his Parliamentary contract, which was identical with the work he was supplying under his Departmental contract, was early brought to the notice of the Printing Committee, and discussions then took place upon the subject. He did not know why the case was encumbered by the resolutions of the Printing Committee, the 8th resolution being the only one material to the case. In that resolution the Printing Committee, after having had their attention called to the circumstance of double fees being received by Mr. Taylor for certain composition, resolved: “That the contractor for the printing of Parliament being also a contractor for other public printing, it is expedient in order to avoid errors, to resolve—That the Committee are of opinion that all papers and documents ordered to be printed by Parliament are subject to the terms of Contract