

Queen's Printer's Act did not, however, affect the contractor relating to the Parliamentary Printing. In the second contract for Departmental Printing, the Act respecting the office of Queen's Printer was recited, and in the schedule the prices are also mentioned for composition and press-work, and are lower than those in the Parliamentary contract for press-work and printing. Previously to the passing of the Queen's Printer's Act, the Parliamentary and Departmental Printing were usually performed by two different individuals, acting independently of each other under different and independent arrangements or contracts. Mr. Desbarats for many years had one of the contracts—that for Departmental Printing—and Mr. Taylor that for the Parliamentary Printing. The contracts at the present time, however, were held as he had before mentioned to their lordships, by one and the same person; and it so happened that there was a certain class of work that was required in both these contracts—the Departmental Reports. These reports were printed in the first instance for the Departments; and another order was given for a number to be printed for the use of the two Houses. What the defendant had done was this: he had insisted on being supplied with so many copies of the reports directly. Formerly, so many were sent to the defendant, and so many to the Houses; but the Postmaster General had endeavoured to consolidate the contract, and so, instead of so many reports being supplied for each contract, it would be necessary to send in a certain number of reports for the whole; and the double payment for the composition had been denied.

THE CHIEF JUSTICE: What does the plaintiff say?

Mr. HARRISON, in reply, stated the plaintiff said that under his contract with Parliament he had certain work for Parliament, for which he was entitled to payment; and if there were another contractor who supplied the Department with work, and he borrowed his (Mr. Taylor's) type, the mere circumstance of that type having been borrowed would not give the Department any right to say to the Departmental contractor, "You shall not be paid for the composition." Mr. Taylor looked upon the matter the same as if there were two contractors, and one borrowed composition from the other. As it was, however, one man held the two contracts, and they were entered into at different times and under different circumstances. They might suppose that Mr. Desbarats had one contract and Mr. Taylor the other, as it used to be; and Mr. Desbarats printed a certain number of reports for the Departments, and, before he distributed the type, Mr. Taylor asked him to lend him his "forms." The "forms" having been obtained, Mr. Taylor, the second contractor, would of course make use of them, and supply the number required for his contract. Now, the plaintiff contended that he should be looked upon as if he were two persons, each having separate and independent contracts. The contracts were very different, and the paymasters were different. The Government contract was paid for out of the Government contingencies, and the other was paid for out of the funds of the two Houses—two different powers. Both contracts, again, let it be remembered, were not entered into by the Queen, but the one by the Houses of Parliament and the other by the Queen. Of course, if a new contract were made, it would be all very well to consolidate the contracts, so that, instead of so many reports being supplied to the Departments and so many for the Houses of Parliament, the Departments might be supplied with the necessary number at once. But that would involve a new contract. As it was, however, the contracts were precisely the same as they were when they were entered into, no alteration in them having taken place. All the difficulty, the learned Counsel maintained, vanished the moment two persons were substituted for Mr. Taylor. If their lordships, instead of considering Mr. Taylor alone, were to say Mr. Taylor and Mr. Desbarats, each having separate duties to perform under independent contracts, the real position of the plaintiff would be seen.

THE CHIEF JUSTICE: Are the Journals of the House Departmental Printing?

Mr. HARRISON said the Act of Parliament relating to the Queen's Printer described the printing that came under the head of Departmental Printing. Amongst other things were the reports of the Departments. Of those reports, as he understood it, a number of copies were printed for the Departments, and were presented to the House.