

the Plaintiff may be deprived of work and profits which he otherwise would have had under his contract of the 1st October—that circumstance may entitle the the Plaintiff to some consideration at the hands of the Government if his claim is a meritorious one, but it cannot entitle him in point of law to recover or be remunerated for work not required of him to be performed and never executed. It was pressed upon us that the Plaintiff having entered into his contract of the 2nd of July, 1869, to perform all the printing of both Houses of Parliament, that we should consider that contract and the Contract of the 1st Oct., 1869, as being entered into by two distinct persons having no interest in the other's contract. That under the contract of the 1st Oct., the practice adopted by the Government was to print for the Post Office Department its annual Report (and so in the other Departments their annual Reports), and that after such Report was so printed it was laid before Parliament and was again printed for the use of the Houses of Parliament, and such printings paid for under the respective contracts of the 1st Oct., and 2nd July, as if the Contractor (the Plaintiff) was two distinct persons; and, as stated in the case, that practice was deemed right and just by the Queen's Printer, and according to the custom and terms of the contract—in other words, that the Plaintiff having printed the report for the Department, charged for the composition of it under the schedule of prices of the contract of the 1st of October, and being aware, as Parliamentary Printer, that he would be required to print the same report for the Houses of Parliament he did not distribute his type, and from the same forms struck off the number of copies required for the use of Parliament, charging for composition under the contract of the 2nd July, as if he had distributed the type and reset it, and so, being both Parliamentary and Departmental Printer, he was entitled under his contract to charge for double composition and printing. The Plaintiff contended that a mere change of system for the distribution of the reports ought not to deprive him of such profits. If the Plaintiff had performed these separate works upon distinct requisitions and orders from the Department and the Clerk of the Joint Committee, the Plaintiff might, strictly speaking, be entitled to be paid for such printing, including double composition according to the schedules of prices in each contract, it being a matter of no moment to the parties how or in what manner the work was performed, if performed, whether the type was set up twice or retained in form; but when we look at the action of the Joint Committee, the case assumes quite a different aspect. The Joint Committee, bearing in mind that the monies paid under both contracts were charges upon the public purse, and considering it an unnecessary proceeding that the Departmental Reports should be printed twice when one printing with an increased number of copies would suffice, were moved to adopt their Report of the 22nd of April, concurred in by the House of Commons on the 27th of April. It appears after that date the copies of the annual report required for the use of the Government Departments were included in the order for Printing given by the Clerk of the Joint Committee, under the Plaintiff's contract of the 2nd July, and charged for by the Plaintiff at the schedule prices under that contract. The Clerk, it appears, charged the extra copies sent to the Department to the respective Departments, and the Government or Department paid the amount so charged to the Plaintiff. It was argued that that mode of paying for the work showed that these copies were still within the terms of Departmental Printing, and that the Plaintiff was entitled to the same profits and advantages as if he had printed the report for the Department. I think not. The charging by Mr. Hartney was a mere matter of keeping accounts for distinguishing the expenses applicable to the Departments, and to the Houses of Parliament. The money came from the same chest but through a different officer, and it was paid to the Plaintiff as under his contract of the 2nd of July. We must assume, after the 27th of April, as the contrary does not appear in the case, that the Post office Department made no requisition upon the Plaintiff for the printing of its annual report to be submitted to Parliament, and in that case, and upon that ground, the plaintiff fails to establish any claim to make any charge against the Department under his contract of the 1st of October in respect to such annual report. I may here remark that if the Government had, with a view to economy, required the plaintiff under his contract of the 1st of