

Mr. HARRISON Q. C., appeared for the plaintiff, and Mr. Fleming for the defendant.

The questions submitted to the Court, after reciting the contracts between Mr. Taylor and the two Houses of Parliament, and between Mr. Taylor and the Queen (as represented by the Dominion Government) and the proceedings of the Printing Committee of the two Houses of Parliament, were as follows:—

First—Whether the said contracts above set forth are or are not several and distinct as if given to several persons.

And Second—Whether the said I. B. Taylor under the contract for Departmental printing is or is not entitled to be paid for “all jobs or lots of printing for the several Departments of the Government of Canada, of reports, pamphlets, circulars and blank forms of every description and kind soever coming within the denomination of Departmental printing, and all the work and services connected with and appertaining thereto,” under the terms of the said contract when required for the use of the several Departments apart from those required under the Parliamentary contract, which is restricted to “all printing required for the services of both Houses of Parliament” only—that is to say, whether, having reference to the two contracts, the said I. B. Taylor is authorized to charge for printing and composition, &c., of the Departmental Reports, &c., against Parliament on the Parliamentary contract and tariff, and also to charge for the same work in so far as copies thereof may be required in the Departments (under order of the Printing Committee of Parliament), on the Departmental contract and tariff.

Mr. HARRISON, on proceeding to address the Bench for the plaintiff, was interrupted by

The CHIEF JUSTICE, who said he had read over the resolutions and papers relating to the case and had endeavoured to make out something about it, but had been unsuccessful. He could not say that, after having gone through the case from beginning to end, he had got any clearer notions upon it. He could not tell how the difficulty arose.

Mr. HARRISON said that the plaintiff had entered into two contracts, one to perform the Parliamentary Printing, and one three months afterwards to do the Departmental Printing, some of the documents were required both by the Departments and by Parliament, and the plaintiff held under his contracts he should be paid for the composition of the type required by the Government and by Parliament.

The CHIEF JUSTICE: But what have the resolutions to do with it?

Mr. HARRISON: The resolutions show that the Committee is a Joint Committee on Printing, and that it is composed of Members of the Senate and the House of Commons.

The CHIEF JUSTICE thought that by appealing from the Committee to them the ordinary mode of proceeding was being reversed.

Mr. HARRISON, continuing his address, said the first contract, entered into on the 2nd July, 1869, was for the Parliamentary Printing. That contract was entered into before the Act respecting the office of Queen's Printer took effect. The Act in question was assented to on the 26th June, but did not take effect until October 1st, 1869. The contract was consequently entered into between the time of its passing and its being carried into effect. The Parliamentary contract was between Mr. I. B. Taylor, of the first part, and Mr. Henry Hartney, of the city of Ottawa, in his capacity as Clerk of the Joint Committee of both Houses of the Parliament of Canada on the Printing of Parliament, of the second part. Mr. Taylor agreed with Mr. Hartney to perform in a workmanlike manner all the work, and furnish all materials, “for the service of both Houses of Parliament.” The learned counsel then explained in detail the duties of Parliamentary Printer; and in respect to the rates, he said the prices in the schedule were for composition so much and press-work so much. The second contract was entered into after the Queen's Printer's Act had taken effect, namely—on the 1st of October, 1869. It was for the Departmental Printing, and was between Mr. Taylor, of the first part, and Her Majesty the Queen, represented by the Executive, of the second part. Their Lordships would be aware that, under the British North America Act, the Executive was one power and the Houses of Parliament another power; and this contract was entered into with the Executive, the Queen's Printer's Act being recited. The