

contract, which system, if not checked, will cause great loss to the public. And that the Government now, as heretofore, can obtain from the Contractor for Parliamentary printing as many extra copies of any documents being printed as they may require for their own use without other charge than the press work and paper, though the two contracts are held by the one person. And for the purpose of defining the separate contracts, it is held that all quills, reports, or documents submitted to Parliament, either in manuscript or print are Parliamentary documents, whether the copy has been sent to the printer either by the Departments or by Parliament, as the public service may require, and to bear the imprint of the Contractor as the "Parliamentary Printer," and to be paid for at Parliamentary rates, after being checked and certified as according to contract by the Clerk of the Committee; and that Departmental work shall bear the imprint of the contractor as "Departmental Printer," and be paid for at Departmental rates, after being checked and certified as according to contract by Queen's Printer. And further,—*Resolved*, That should the Government or any Department thereof at any time require more than the usual number of copies of any documents which they now get under the Distribution list, they do notify the Clerk of the Printing Committee in writing to that effect in sufficient time that he may add such extra number to the Distribution list. And the Secretary of State was notified of the same, and that the resolution should be reported to the House of Commons and on the 22nd April, 1870, the Joint Committee passed the following resolution:—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 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 be requested that the Heads of the several Departments do communicate 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; which Resolution was reported to the House of Commons, on the 27th April, 1870, and concurred in. The case stated that when the plaintiff entered the contracts that Annual Reports of the Heads of the Departments had been always printed at the order of such Heads and paid for by such Departments, and separated from those printed for the use of Parliament, and separately paid for through the Clerk of the Joint Committee on Printing. That for some time after the plaintiff entered into his contracts, he was paid for the printing of the Annual Reports for the Departments for the number required for the use of the Departments under his contracts of the 1st Oct., 1870, and for those required for the use of Parliament under the contract made with Mr. Hartney, as if they had been printed by two separate and distinct persons—the matter as stated having been deemed right and just by the then Queen's Printer, according to the custom and terms of the contracts. That after the report of the 22nd April, 1870, was concurred in by the House of Commons, the extra numbers of Reports of the several Departments, required for the use of the Departments, were ordered by the Clerk of the Joint Committee on Printing, and charged for to the said several Departments by the said Committee as Parliamentary printing, and paid for at the tariff rate under the Parliamentary contract, the payment however being made not by Parliament but by the respective Departments.

The Plaintiff claims that when he entered into his said several contracts, he had reason to believe that the contracts were separate, and that the Reports for the several Departments would be paid for separately from those ordered and required for distribution of Parliament.

The question is raised as to the liability or non-liability of the Defendant, on the ground that he is a public servant acting for Her Majesty the Queen.