

## I.

## CASE OF MR. TAYLOR vs. POSTMASTER GENERAL,

## AND JUDGMENT OF MR. JUSTICE MORRISON.

Case stated without pleading. The case was stated at considerable length but the following is sufficient for the judgment of the Court. The action is brought by the plaintiff, who is a printer, against the defendant, who is the Head of the Post Office Department for the Dominion, under the following circumstances: On the 2nd of July, 1869, the plaintiff entered into a contract with Mr. Hartney, in his capacity of Clerk of the Joint Committee of both Houses of Parliament, whereby he agreed to perform all the work and furnish all the material for the service of both Houses of Parliament mentioned in a schedule and specifications annexed to the contract, at the times and within the period and upon the terms and conditions therein specified, during a term of five years, from the 1st of January, 1870. The plaintiff to be paid for the work and material performed for and furnished both respective Houses of Parliament, at the prices in the specifications mentioned. On the 1st of October, 1869, the plaintiff entered into a contract with Her Majesty under the provisions of the Act of the Dominion 32 and 33 Vic., chapter — respecting the Queen's Printer, by which contract the plaintiff agreed that during the term of five years that he would perform and execute all jobs or lots of printing for the several Departments of the Government of Canada, of reports, pamphlets, etc., of every description and kind coming within the denomination of Departmental printing, and all the work and services connected with and appertaining thereto in such numbers and such quantities as may be specified in the several requisitions which may be made upon him for that purpose, from time to time, by and on behalf of the said several respective Departments; he, the contractor, being in all cases furnished with the necessary supplies of paper. Such jobs or lots of work to be performed in strict accordance with the terms of the schedule and specifications attached to such contract, and to the satisfaction of the Queen's Printer, and to be delivered to the several Departments within a reasonable time after the receipt of the requisitions therefor. In the schedule attached to these contracts were the prices to be paid for composition, so much per 1,000 ems, and for press work, etc. It also appears by the case, that on the 20th March, 1870, the Chairman of the Joint Committee on Printing brought under the notice of the Committee the danger of double charges being made for Parliamentary and Government work when printed from the same edition, when it was resolved that the Chairman and Mr. McDonald be appointed to wait on the Secretary of State to bring the matter under his notice that arrangements may be entered into with the Government to prevent such double charges being made. And on the 8th April, 1870, the Committee passed the following resolution:—*Resolved*, That Parliament having entered into contracts for the Printing Services of Parliament, and the Executive Government having, under the Statute of the last Session, likewise entered into contracts for the printing required by the several Departments, and the said several contracts having been awarded to the same person who now contends that under his two contracts he has a right to double charges for all printing that he may execute for the joint use of the Government and Parliament when such documents are ordered by the Government for Departmental use; that is being paid twice for the one composition, which is not only contrary to custom, but to the spirit and intention of the Parliamentary contract, and which if allowed must apply to every document, etc., printed by Parliament; as by the distribution list, thirteen copies of all the votes, bills, documents, etc., are for the use of the Departments of the Privy Council, besides several copies for every other Department in the Service, the practical effect of which would be, as exemplified in an account submitted to this committee for printing the Report of the Public Works Department, which, under the Parliamentary contract, amounts to \$208.83, for 1,870 copies, but which was also charged under the Departmental contract, in addition, \$175.02½ for 500 copies, making the total \$383.85½, being \$120.35½ more than if the whole had been printed under Parliamentary