

CAP. VII.

An Act respecting the contract entered into between the Government and the firm of L. J. Demers & Frère, respecting the printing of the *Quebec Official Gazette*.

[Assented to 27th February, 1893.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. The contract contained in the appendix to this act, respecting the printing of the *Quebec Official Gazette*, passed on the fourteenth of November, eighteen hundred and ninety-two, between the Government and the firm of L. J. Demers & Frère, is approved and ratified.

Contract of
Nov. 14th,
1892, ratified.

2. This act shall come into force on the day of its sanction.

Coming into
force.

APPENDIX.

On this nineteenth day of November, in the year of Our Lord, one thousand eight hundred and ninety-two,

Before V. Wenceslas LaRue, the undersigned notary public, duly commissioned and sworn in and for that part of the Dominion of Canada called the Province of Quebec, and residing in the city of Quebec,

Personally came and appeared : The Honorable Louis Philippe Pelletier, of the city of Quebec, advocate and Secretary of the Province of Quebec,

Who brought and exhibited unto me, the said notary, a certain contract and copy of another contract thereto annexed written on six pages of white paper commencing with the words " Provincial Secretary's Department, Quebec, 14th November, 1892," and ending with the signatures of " Louis P. Pelletier, Provincial Secretary, L. J. Demers & Frère, par L. J. Demers, and witness, Jos. Dumont," bearing date at Quebec, on the fourteenth day of November, in the year of Our Lord one thousand eight hundred and ninety-two.

Now these presents and I, the said notary, witness that the said documents, which the said appearer wishes to deposit among the notarial minutes of the undersigned notary public in conformity with article 1220 of the Civil Code of Lower Canada, have been annexed to the present deed of deposit, after being certified by the said appearer, and signed by him and the said notary, and now remain of record among the notarial minutes of the said notary.

Of all which an act having been required, we have granted these presents to serve and avail as of right.

Thus done and executed in the city of Quebec, on the day, month and year first above written, and recorded in my office under the number seven thousand seven hundred and eighty-nine.

In faith and testimony whereof, the appearer has to these presents duly read, set and subscribed his name and signature with and in presence of the said undersigned notary public.

(Signed), LOUIS P. PELLETIER, Prov. Sec.
V. W. LARUE, N. P.

A true copy of the original remaining in my office.

(Signed), V. W. LARUE, N.P.

PROVINCIAL SECRETARY'S DEPARTMENT.

Quebec, 14th November, 1892.

It is agreed between the Honorable Louis Philippe Pelletier, Secretary of the Province of Quebec, acting herein in that capacity, and Messrs. L. J. Demers & Frère, of the city of Quebec, printers and publishers, represented by the said L. J. Demers, as follows, that is to say :

The contract, copy whereof is annexed, dated 7th May, 1880, which copy is signed by the parties to these presents for identification and reference, is made for five years to count from the first of January last, 1892, between the Province of Quebec and the said L. J. Demers & Frère.

It is however agreed, and it is one of the essential conditions of this contract, that from each payment, which shall in future be made to the said L. J. Demers & Frère for the said *Official Gazette*, an amount shall be deducted which, at the end of the year, will represent a total deduction of \$450.00 per year on the prices shown in the said contract of the month of May, 1880, copy whereof is annexed and initialed as above stated.

The present contract is made *sine qua non*, upon the following further conditions, that is to say :

1. It must be ratified by the Legislature ;
2. It shall be absolutely resiliated and annulled *pleno jure*, without notice and without any recourse for damages in cases of the bankruptcy of, or of demand of assignment made upon the said L. J. Demers & Frère or L. J. Demers ;

3. The said contract shall not be transferable.

The reduction of the \$450.00 per year, above mentioned, shall not be made for the time elapsed upon the present contract ; it shall commence to be made from the first of November instant.

The Provincial Secretary acts in these presents in virtue of an Order in Council passed on the 4th of November instant, and approved on the 5th of November also instant, copy whereof is annexed after having been signed by the parties.

Done in duplicate at Quebec, this fourteenth day of November, 1892.

(Signed), LOUIS P. PELLETIER,
 Provincial Secretary.

 L. J. DEMERS & FRERE,
 Par LS. J. DEMERS.

Witness,

(Signed), JOS. DUMONT.

The above is the contract deposited among the minutes of V. W. LaRue, N. P., on the nineteenth day of November, 1892, as No. 7789.

(Signed), LOUIS P. PELLETIER, Prov. Sec.
 V. W. LARUE, N.P.

A true copy of the contract annexed to the original deed of deposit received before V. W. LaRue, N.P., the nineteenth November, eighteen hundred and ninety-two.

(Signed), V. W. LARUE, N.P.

This contract, made on the seventh day of the month of May, in the year one thousand eight hundred and eighty, between Messrs. L. J. Demers & Frère, printers, of Quebec, of the one part, and Charles F. Langlois, Queen's Printer for the Province of Quebec, empowered to sign these presents, in virtue of an Order in Council dated on the twenty-ninth day of the month of April last, approved on the third day of the month of May instant, of the other part.

The said party of the first part hath covenanted and agreed, and by these presents doth covenant and agree with the said party of the second part to execute in a workman-like manner the printing and delivery of the *Quebec Official Gazette*; the whole in conformity with the various Orders in Council as hereinafter mentioned and more particularly

set forth in the specification hereunto annexed, schedules marked: A and B, at the times and places and in accordance with the terms and conditions thereof for the space of time to run from the present date to the ninth day of October, one thousand eight hundred and eighty-five.

The said party of the first part shall be bound to conform to the said specifications, to fulfil and maintain the same to the entire satisfaction of the party of the second part and of his successors in office, and the said party of the second part for himself in his aforesaid quality and for his successors hath promised and agreed, and by these presents doth promise and agree to pay to the said party of the first part for the said work and materials furnished at the prices, in the manner, at the times and in accordance with the terms and conditions of the said specifications, to conform to, and fulfil and maintain the same

In faith and testimony whereof the said parties have affixed their signatures at the city of Quebec, the day and year aforesaid.

Signed in duplicate *ne varietur*.

(Signed), L. J. DEMERS & FRÈRE,
 " C. F. LANGLOIS, Q.P.

This document is one of those which have been deposited among the minutes of V. W. LaRue, N.P., this nineteenth day of November, 1892, as No. 7789.

(Signed), LOUIS P. PELLETIER, Provincial Secretary.
 " V. W. LARUE, N.P.

A true copy of the copy of contract signed the seventh day of May, eighteen hundred and eighty, and annexed to the deed of deposit received before the said V. W. LaRue, N.P., the nineteenth November, eighteen hundred and ninety-two.

(Signed), V. W. LARUE, N.P.

SCHEDULE A.

SPECIFICATION FOR THE PRINTING OF THE OFFICIAL GAZETTE.

Composition per 1000 ems, new matter.....	\$0 35
Composition per 1000 ems, reprinted matter.....	0 05
Corrections by the hour.....	0 20
Printing per token of 250 impressions of 8 pages foolscap.....	0 30

Paper, quadruple foolscap, 480 sheets to the ream of 30 lbs.....	4 00
Slips whenever required, per 12 copies.....	0 50
Delivery of <i>Gazette</i> , partly at office of Queen's Printer, partly at the Post Office of the city of Quebec, as may be required, including folding, wrappers, addresses and classification for distribu- tion, per 100 copies.....	0 50
Delivery of extra numbers in the same manner as the <i>Gazette</i> , per 100 copies.....	0 20

(Signed), L. J. D. & F.
" C. F. LANGLOIS, Q.P.

This document is one of those which have been deposited among the minutes of V. W. Larue, N.P., on this nineteenth day of November, 1892, as No. 7789.

(Signed), LOUIS P. PELLETIER, Prov. Sec.
" V. W. LARUE, N.P.

A true copy of the schedule A annexed to the original of the deed of deposit received before V. W. LaRue, N.P., the nineteenth day of November, eighteen hundred and ninety-two.

(Signed), V. W. LARUE, N.P.

SCHEDULE B.

CONDITIONS.

The *Official Gazette*, foolscap size, shall be printed and published in the French and English languages in bourgeois type for ordinary matter and for the index, and in minion for the tables. It shall be published on Saturday of every week, between the hours of eight and ten in the morning. When a legal holiday falls on a Saturday, the officer in charge shall then name the day of publication which is generally the preceding working day.

Documents received on Friday morning, before mid-day, appear in the *Official Gazette* of the next day, unless the abundance of matter or the length of the said documents determine the Queen's Printer to reserve, for the following *Gazette*, a portion of those received since the preceding Thursday, after the hour of ten A.M.

The whole according to Orders in Council.

The present system of distributing the matter published in the *Gazette* shall be followed:

The type shall be kept standing, if necessary, without compensation ;

The paper to be exactly of the quality agreed upon, according to sample produced ;

The printing consists of three classes ;

Ordinary current matter, for which one composition is counted ;

Catalogues, including matter with two lines across and two lines down the page, for which one composition and a half ($1\frac{1}{2}$) is counted ;

Tables, comprising any matter at least two lines across and three lines down the page, for which two compositions are counted ;

No allowance is made for blank pages or ordinary delay beyond the allowances mentioned ;

The type to be clear, clean and good, the ink black and of good quality, and the work to be down in a workman-like manner, so as to give full satisfaction ;

The work of a month is paid for during the first half of the following month.

As regards the manner of measuring matter, and of counting the work, the usage established and followed in the Queen's Printer's Office shall be complied with.

The correction of the proofs is entirely at the expense and responsibility of the contractor.

Signed in duplicate.

(Signed),

L. J. DEMERS & FRÈRE.

"

C. F. LANGLOIS, Q.P.

This page and the three preceding ones are the contract of the 7th of May, 1880, referred to in the new contract annexed.

14th November, 1892.

(Signed),

LOUIS P. PELLETIER,
Prov. Sec.

"

L. J. DEMERS & FRÈRE.

By L. J. DEMERS.

(Witness)

JOS. DUMONT.

This document is one of those which have been deposited among the minutes of V. W. LaRue, N.P., this nineteenth day of November, 1892, as No. 7789.

(Signed),

LOUIS P. PELLETIER,
Prov. Sec.

"

V. W. LARUE, N.P.

A true copy of the schedule B, annexed to the original deed of deposit received before V. W. LaRue, N.P., the nineteenth day of November, eighteen hundred and ninety-two.

(Signed), V. W. LARUE, N.P.

COPY of the Report of a Committee of the Honourable the Executive Council, dated the 4th November, 1892, approved by the Lieutenant-Governor the 5th November, 1892.

No. 622.

Respecting the printing of the *Official Gazette*.

The Honourable the Provincial Secretary, in a memorandum dated the fourth of November instant (1892), recommends that he be authorized to make a contract with Messrs. L. J. Demers & Frère, for the printing of the *Official Gazette* for five years, from the first day of January, eighteen hundred and ninety-two, on the most advantageous terms and conditions possible for the Province, but not to exceed the prices now paid, and that the said contract shall contain a clause that it may be resiliated without any recourse for damages; upon the following conditions:

1. That such contract shall be ratified by the Legislature;
2. That the said contract shall be at once annulled *pleno jure*, in case of the bankruptcy or insolvency of the said L. J. Demers or L. J. Demers & Frère;
3. That the said contract shall not be transferable.

Certified,

(Signed,) GUSTAVE GRENIER,
Clerk of the Executive Council.

A true copy,

(Signed,) JOS. BOIVIN,
Assistant Provincial Secretary.
