

Nor am I able to agree that, even if the resolution had the effect for which Mr. Hodgins contends, it would not have been open for the executive government to have modified the terms of the agreement. I think it is impossible to come to the conclusion that with an agreement such as that, covering a period of years in which the working out of it might shew that modifications in minor details were necessary, or where, as did happen, the machinery might be destroyed by fire and new conditions arise, the whole of the machinery of the central prison, as far as this industry was concerned, was to be paralyzed until the legislature could be called upon to deal with the matter.

Although the argument ab inconvenienti is always a strong one, I simply mention that incidentally. I think it was quite open to the executive government to make the modifications they did make.

It is also to be observed that although, as Mr. Hodgins very properly pointed out, it was an option that the contractors had to supply the additional machinery, they had to supply it at their own expense under the terms of the contract. But what if the time arrived when the contractors said, "Although we have this option we are not going to exercise it, but it is in our interest and in your interest that this additional machinery be installed?" Were matters to stand still? Was there to be no power in the executive government to enter into an agreement by which that could be done? I think not. I think, if the argument that has been adduced on the part of the Crown in this case were given effect to, the executive government would be shorn of many powers that, in my judgment, it possesses, and be very much hampered in carrying on the business of the province.

I repeat I have nothing to do with discussing the question of the policy, or whether the agreement was a judicious agreement to enter into. These are matters for the legislature and the people, not for the Court.

Judgment was pronounced declaring plaintiffs entitled to payment of the full amount of their claim with interest and costs, and dismissing the counterclaim with costs.