

MEREDITH, C.J. (at the conclusion of the evidence and argument):—This case has been argued upon what is the rule as to Parliamentary practice, and as to the undoubted rule that no money can be paid out of the consolidated revenue, except after its appropriation by Parliament for the particular purpose. With those considerations I have nothing to do in this case; I have simply to determine whether, upon the facts as proved, there is a liability on the part of the province to the suppliants, and it will remain open to the executive and Parliament to take such action with regard to that as in their judgment may seem proper. As I understand that matter, any answer of the Court would be wholly inoperative, so far as any payment to the suppliants of the amount found due is concerned, unless Parliament shall appropriate the money for that purpose.

It is not necessary, I think, for the purpose of the case, to determine whether Mr. Hodgins's argument that the original contract with Connor, having been ratified by vote of the Legislative Assembly, had the force of an Act of Parliament, is sound or not.

The circumstances under which the contract of 1898 were entered into were these. The Connor Company had a contract which had not then expired. In some way both gentlemen who were ultimately interested in this incorporated company, who are the suppliants, had made arrangements for taking over this contract and the benefit to be derived from it. A person by the name of Field, acting for the promoters of the company, had been admitted. Connor had gone out, and Field had been admitted to carry on the business. He had carried it on for several months, and ultimately the company was incorporated.

Now, it is to be borne in mind that there was no obligation on the part of the province to enter into this contract. They were in no way bound to confirm any contract between these parties. It is therefore, I think, obvious that that agreement must be treated as a new one between the new partners, incorporating, it is true, most of the provisions of the old agreement, but modified to some extent. It would be an extraordinary thing morally that where a number of persons in the position of promoters of this company enter into negotiations with the government, upon the faith of which, according to the evidence of Mr. Hobbs, they under-