

has been set up. I think it is impossible to come to the conclusion that those general words amount to a covenant—an agreement entitling the Crown to be paid for the additional men at the rate of 50 cents per day or at any other rate—and that the circumstances entirely rebut any inference that there was an implied contract on the part of the suppliants to pay for the service of the additional men on a quantum meruit.

Now, while I have said it is not necessary, in my view, to determine the large legal question which has been argued by Mr. Hodgins, and argued very ably, still I have a very strong opinion upon the point, and, if it were necessary for the determination of the case, I would not hesitate to determine it upon that opinion.

I entirely disagree with the view that the assent by the House of Assembly to the contract, or the resolution of the House ratifying the contract, made the contract or gave to the contract the force of a statute of the province. It may well be, although you may have to search in ancient times to find them, that there are instances of Acts of Parliament where the assent of the Crown has preceded the action of the other constituent bodies in the legislature, instead of their following it, as is the usual practice. Well, it would be straining the line of decisions upon which Mr. Hodgins bases his argument to apply them to what has been done in this case. There was no idea of passing an Act of Parliament. The forms of procedure which are adopted in the passing of an Act were entirely omitted. A bill is introduced and read three times. It has to pass through all these stages before it finally becomes the ultimate action of the Assembly. Nothing of that kind was done here. The contract is laid upon the table of the House. Notice of motion is given that upon a certain day the Minister in charge will move a resolution approving of and ratifying the contract. I do not think this had any of the elements at all of an Act of Parliament, and, as I have said, there was no intention on the part of anybody that it should have. It was simply an assent—not constitutionally necessary, I think—an assent on the part of the Assembly to a contract which the executive government of the province had entered into, and had stipulated should not become operative until that assent had been obtained.