

with 10 per cent. advance thereon, but no addition shall be made to the unmanufactured stock after the serving of the said notice, except as may be required to keep the plant in operation for a period not longer than 30 days after the date for terminating the contract.

13. The contractor shall take over at cost all the manufactured twine and binder twine material on hand at the time of entering upon the contract; the twine at a price to be arrived at the same as is provided in making up the selling price of twine by the contractor, and the unmanufactured material at invoice prices with cost of delivery at the prison added.

14. This contract shall, subject to the herein contained provisions as to default and resumption by the government, be in force from 1st October, 1895, until 1st October, 1900, renewable for a further period of 5 years, provided the Lieutenant-Governor in council considers it in the public interest that such further period should be granted.

17. The contractor shall not assign this agreement or sublet the same without the consent of the Lieutenant-Governor in council.

18. It is distinctly understood that this agreement is not entered into by the inspector in his personal capacity, but is binding upon him and his successors as a corporation sole by virtue of sec. 38 of R. S. O. 1887 ch. 238.

19. It is expressly agreed that this contract and everything therein contained shall be void and of no effect unless the same is ratified by resolution of the Legislative Assembly of Ontario at its next session; and should there be a failure to ratify, all material as provided by clause 12 hereof then on the prison premises belonging to the contractor shall be taken over by the inspector.

Provided always that anything obtained or done under the said contract shall nevertheless be paid for in accordance with the terms hereof.

The agreement was under the hand and seal of Connor and under the hand and corporate seal of the inspector.

The cause was tried by MEREDITH, C.J., without a jury, at Toronto, on 25th and 26th October, 1906.

G. C. Gibbons, K.C., and C. A. Moss, for the suppliants.

F. E. Hodgins, K.C., for the respondent.