142, if taken literally, are not in the least degree ambiguous or obscure; they plainly require that the division of the debts and assets of the Provinces of U. and L. C. shall be referred to the Arbitrament of three Arbitrators, of whom one shall be chosen by the Province of Quebec. And it is admitted that this clear requirement in any other instrument than a Statute, would undeniably receive from the Common Law Courts, as they do from common sense, the interpretation that it must be literally obeyed, and that the three must conjoin. It has been repeatedly said by Judges in England, that it is safer to follow what the Legislature has plainly said than to substitute for it something which it may be supposed to have meant. And Mr. Justice Story in dealing with the interpretation of a Statute says, "This "is a Legislative Act, and is to be interpreted, according to the intention of "the Legislature, upon its face. Every technical rule as to the construc- "tion or force of particular terms must yield to the clear expression of "the permanent will of the Legislature." These opinions are neither abstruse nor questionable. They are the obvious dictates of sound reason, and have a marked and forcible application in the present case. It is, then, for those who contest in the face of the precise language of the Statute, that the division under these words is to be made, not by the three Arbitrators, but by two, that is, by the Arbitrator of the Province of Ontario, and the Arbitrator appointed by the Dominion, to sustain that pretension; and such a discrepancy between the language in which the authority is conferred, and the mode of executing that authority, ought to be justified on grounds too clear to admit of controversy. But so far is this from having been done that no doubt can reasonably be entertained that the Authorities and arguments on which their decision purports to rest, have been misapplied, and the true distinction between references to Arbitration, and powers conferred for Public purposes, as understood by the Courts and applicable to the present case, has been misapprehended.

R. *vs.* Barham. 8 B. and C. 104
1 T. R. 512.
R. *vs.* Turvey. 2 B. & A. 522.
R. *vs.* Bray, 3 M. & S. 20.
Wilkinson *vs.* Lalond et al., 2 Peters Supt. Ct. U.S., page 662.

With respect to the argument, whether put originally or taken from the books, it must never be lost sight of, that it is at best secondary and *ab inconveniente;* the primary and obvious rule in the reading of powers in all instruments being, that the plain meaning of the words shall have its effect and be followed. This rule has been preserved in the Courts of England, when dealing with references to Arbitrators, and powers delegated by private parties; but in order to avoid mischievous obstructions and delay in matters of public authority, the language of some Statutes has been so construed, that when a specific number of persons have been authorized to discharge duties of a certain class, such duties may be performed by a majority of them. This relaxation from the primary rule for the construction of powers is reasonable in itself, but it must not be carried beyond the reason upon which it rests. Now, upon a careful examination of the English cases, it will be found in all of them, either that the public authority as in some way arrayed on the one side, and private rights and interests on the other, or that there was a question of the right of the majority of Directors or other Administrators in corporate bodies to govern the minority in the administration of the business of the Corporation. Such is the fact with respect to all those cases cited by the Counsel for Ontario and the two Arbitrators already adverted to. The question in them all was of the