

still continues operative in regard to those sold before. We say that the Award provided that all this \$231,575 belonged to Ontario. Quebec disputes this, and it is upon the construction of the Award that the difference arises. The Award provided (under sec. 5) "that the following special or trust funds and the moneys thereby payable, including the several investments in respect of the same, shall be, and the same are hereby declared to be, the property of, and belong to the Province of Ontario for the purposes for which they were established." Then it goes on to recite the different funds. First, there is the Upper Canada Grammar School Fund, then the Upper Canada Building Fund, "The Upper Canada Municipalities Fund" and "The Upper Canada Improvement Fund." Now, the question to be decided is, what did The Upper Canada Improvement Fund then consist of? It will be noticed in this clause that the Award merely says that certain funds shall belong to Upper Canada. In no case does it state what the amount of the fund is. Now, Ontario contends that the Improvement Fund consists of the three amounts mentioned in the statement furnished by the Finance Department at Ottawa to the arbitrators, amounting, as I said before, to \$231,575, and including the amount for Crown Lands, \$101,771. Quebec says it only includes the \$5,119 and the \$124,000, but that it does not include the \$101,771, and the reason they admitted the \$124,000 is because the arbitrators, in dealing with the Common School Fund, which Quebec claimed to have an interest in, found it necessary that the fund should be divided in certain proportions between Quebec and Ontario, and therefore, in the clause affecting the Common School Fund, they declared that this \$124,000 should be first deducted from School lands, and the balance divided between Ontario and Quebec. Now, that is the only reason they had for naming the sum of \$124,000. Had it not been necessary to deal with it in connection with the Common School Fund no amount would have been named, and all the fund would have been dealt with in the same manner as other funds are dealt with in Section 5, viz., as a general trust fund, without stating any particular amount. These two branches of the Improvement Fund being exactly in the same position, set apart by the same Order in Council, provided for by the same Statute, under the same direction, to be applied to the same purpose, abolished by the same Order in Council, they stand upon exactly the same footing. As being a liability of the late Province of Canada, if they recognize one they cannot resist recognizing