

The contracts were not impeached for fraud, nor was it suggested that they did not represent the true bargain between the parties. So long as the contract represents the bargain actually made, and no case is made out of fraud or undue influence, it is the duty of the Court to give effect to the contract; and, so long as the language used is unambiguous, a departure from its natural meaning is not justified by any consideration of its consequence or of public policy. It is the duty of the Court to ascertain from the contract itself its force and effect, quite irrespective of any consideration of the fairness of its provisions.

The claimants owned the machines; the company desired the privilege of using them, but did not desire to purchase; the terms under which user was permitted were arranged, and must be carried out. These terms called for the return of the machines in good repair, save ordinary wear and tear. The contract also called for the payment of such sum as would be necessary to put the leased machinery in suitable order and condition to lease to another lessee. It was said that this is in conflict with the provision "except wear and tear" in the clause for the return of the machinery. Not so, however; for reasonable wear and tear might have taken so much life out of the machine as to render it unsuitable and unfit for the purpose of another lessee.

The evidence as to the repairs was not entirely satisfactory, but was sufficient. The amount to be paid was not the cost of actual repair, so that the repairs would have to be made before any claim arose, but the sum necessary to make the repair. The claim was in the first place based upon estimate, and later on repairs were actually made, and the estimate was found to be substantially correct.

With regard to the second item (deterioration) also, the Master erred. The claim was mainly resisted on two grounds: first, it was said that, by reason of the fact that the machines were returned in good order and that repairs were made and claimed for, there could not be any deterioration, and that it was not shewn that there was any expense in connection with the installation and the instruction of operators; and, secondly, it was said that this sum is in the nature of a penalty, and that the Court ought to relieve against it.

Upon the first ground, it was sufficient to say that the parties, who were probably far better able to judge what was right and fair, agreed to fix this sum. It was open to them to agree upon a sum as a pre-estimate of the amount. Although a machine may be restored to a condition suitable for leasing to another customer, it does not by any means follow that there has not been deprecia-