

authority reserved by the terms of the agreement itself would be deemed to have accepted the disadvantages as well as the advantages of the situation and to have no claim to relief, and there is no apparent reason why the licensee in the present instance should not be equally debarred from all remedy under similar circumstances. The special point emphasized by Mr. Robinson, that the "manufacturing condition" cannot reasonably be included in the category of "regulations," strikes us as being at least open to dispute upon general principles. But whatever importance might otherwise be attached to this agreement, we venture to think that it loses all weight when a perusal of sec. 1 of chap. 23, of the Consolidated Statutes of Canada, the provision in force when the petitioners' licenses were issued, shows that licenses were to be granted "subject to such *conditions*, regulations, and *restrictions* as may from time to time be established by the Governor in Council." Such words are, it is clear, amply sufficient to cover an alteration in the terms of the license like that which is impugned.

The force of these considerations is greatly increased when we come to apply them to a grant by the Crown of a license to do certain acts with respect to its own property, especially when that property is forest timber.

In the first place the effect of the enabling statutes and the other instruments on which the petitioners base their claim is placed still further beyond dispute by vouching in aid the well-known canon of construction which, in cases where the Crown is the grantor, demands the application of a doctrine precisely the reverse of that which is embodied in the maxim, *Verba chartarum fortius accipiuntur contra proferentem*. (Broom's Maxims, p. *607). It is in fact somewhat surprising that neither the counsel nor the court made any reference to a principle of such controlling importance, especially when it was expressly urged that "the injustice of interfering with the vested rights of existing licensees obliged the court to place the strictest possible construction against the Crown upon the Act and the Order-in-Council, as being *ex post facto* legislation." The really important question in this connection was obviously, what were the rights conferred by the original license? This, Mr. Justice Street points out, but he fails to notice that, if the principle of strict construction is to be imported into the controversy at all, the only effect must be to strengthen the position of the Crown.